MIDVALE CITY, UTAH

RESOLUTION NO. 2020-R-33

A RESOLUTION AUTHORIZING THE MAYOR EXECUTE THE EPROSECUTOR 2020 MEMORANDUM OF AGREEMENT WITH UTAH PROSECUTION COUNCIL AND JOINDER TO SOFTWARE LICENSE, MAINTENANCE, AND SUPPORT AGREEMENT WITH JOURNAL TECHNOLOGIES, INC. AND UTAH PROSECUTION COUNCIL.

WHEREAS, Utah Prosecution Council, a Utah state agency, issued requests for proposals for a Utah-centric case management system; and

WHEREAS, Journal Technologies, Inc. submitted a proposal to provide a Utah-centric cloud-based case management system called eProsecutor; and

WHEREAS, Utah Prosecution Council awarded Journal Technologies, Inc. a contract to provide eProsecutor to Utah prosecutor offices; and

WHEREAS, Midvale currently uses Prosecution Information Management System (PIMS) to generate criminal case documents; and

WHEREAS, for security and software reasons, Midvale can no longer utilize PIMS to generate criminal case documents; and

WHEREAS, in order to efficiently and cost-effectively prepare its criminal cases, Midvale must be able to quickly generate criminal case documents; and

WHEREAS, eProsecutor efficiently and cost-effectively generates criminal case documents; and

WHEREAS, Midvale desires to adopt eProsecutor to replace PIMS; and

WHEREAS, Midvale, in order to adopt eProsecutor, is required to execute a Memorandum of Agreement with Utah Prosecution Council and a Joinder to Software License, Maintenance, and Support Agreement with Journal Technologies, Inc. and Utah Prosecution Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MIDVALE, UTAH:

Section 1. The Midvale City Council authorizes the Mayor to execute the attached 2020 Memorandum of Agreement with Utah Prosecution Council.

Section 2. The Midvale City Council authorizes the Mayor to execute the attached Joinder to Software License, Maintenance, and Support Agreement with Journal Technologies, Inc. and Utah Prosecution Council.

Section 3. This Resolution shall take effect immediately.

APPROVED AND ADOPTED this 4th day of August 2020.

Robert M. Hale, Mayor

ATTEST:

Rori L. Andreason, City Recorder

Voting by the City Council	"Aye"	"Nay"
Quinn Sperry	✓	
Paul Glover	✓	
Heidi Robinson	✓	
Bryant Brown	✓	
Dustin Gettel	✓	

MEMO

From: Robert J. Church, Director, UPC
To: Jurisdictions Interested in Leasing Licenses for eProsecutor
Date: July 22, 2020
Re: eProsecutor Information

Under the terms of its original grant application for funding to lease and host the case management program, eProsecutor, from Journal Technologies, UPC leased 150 licenses. All 150 licenses have been allocated to jurisdictions that joined the UPC contract. Additional jurisdictions are able to lease eProsecutor licenses directly from Journal Technologies by joining UPC's contract. Please understand the version of eProsecutor you will receive is the same version developed by UPC's oversight committee. You will not be able to tailor the program to your jurisdiction's specific needs. If your jurisdiction wants its own customizable program, your jurisdiction would enter into a separate contract with Journal Technologies.

JTI, Ron Weight, our project manager, and the oversight committee continue to work on, develop and improve eProsecutor. While your jurisdiction will lease the product developed for UPC, it is not a static program. Ron and the oversight committee will welcome your suggestions on how to improve the program as you begin to use it.

If you are interested in leasing a license for eProsecutor under UPC's contract, you need to know the following information.

I.   Per User License Price Per Year
      A.   Journal Technologies
            1.   At least $1,600 per year. Journal has reserved the right to increase fees yearly so be aware of that when conducting your evaluation.
            2.   License pricing is based on the total number of users under the contract. As the number of users increases, the price decreases. This is evaluated once per year on the annual billing date and includes all jurisdictions that have joined the contract.
            3.   The license includes the use of a web-based portal for distributing and tracking Discovery material and provides access for law enforcement agencies to file prosecution requests to your jurisdiction.
            4.   The license will include the ability to eFile with the State Courts from within eProsecutor. This function is in the final stages of development.
            5.   The annual pricing will be determined at the time you join the UPC contract with Journal Technologies.
      B.   UPC
            1. $206 maintenance fee.
            2.   As part of its contract with Journal Technologies, Ron Weight is the sole designated point of contact with Journal Technologies. Any technical questions that need to be addressed with Journal Technologies must go

through Ron. He also provides support and service for eProsecutor to all users.

II.   Data Storage
    A.   All data, including CJIS data, is stored in AWS Govcloud, an Amazon Web Service. The data is stored using Amazon Elastic Block Store (EBS) storage, a system used to store persistent data. Because of the extremely sensitive nature of the data, the most secure type of EBS storage is required and used.
    B.   JTI backs up data frequently, then stores backup data for two weeks, creating multiple redundancies for stored data.

III.   Data Storage Fees
    A.   UPC's contract provides for 1TB of data storage. We are currently using 300 GB of storage space. Once we reach storage capacity, UPC will lease additional TBs of storage. Per agreement with Journal Technologies, UPC is able to lease additional TBs of storage for $5,000 per additional TB per year. This additional storage cost will be borne by all users.
    B.   Storage utilization is reportable by jurisdiction. This gives the oversight committee an accurate report of how much data each jurisdiction is storing.
    C.   The oversight committee will decide how to apportion future data storage costs among users.
    D.   It is likely UPC will pay additional storage costs upfront then bill each jurisdiction as determined by the oversight committee.

IV.   Billing and Renewal Dates
    A.   The annual billing date for licenses and hosting is February 1 of each year.
    B.   Jurisdictions who join the UPC contract will pay a pro-rated license amount from your go-live date through the remainder of the billing year.
    C.   Jurisdictions will receive an annual bill prior to the February 1 due date and will be responsible for paying their own licensing and hosting fees.
    D.   Data storage fees may be included in an annual licensing bill or may be billed separately by UPC. That decision has not yet been determined by the oversight committee.

V.   Joinder to Professional Services Agreement
    A.   This is an agreement that joins your jurisdiction to the UPC contract with Journal Technologies and must be signed. A copy is attached for your review.
    B.   Jurisdictions currently using eProsecutor also signed the Professional Services Agreement.

VI.   2020 Memorandum of Agreement (MOA)
    A.   Jurisdictions must sign the 2020 MOA with UPC.
        1.   This 2020 MOA is amended from its original format - the one signed by jurisdictions who were allocated the original 150 licenses.
        2.   It has been amended to reflect the current circumstances.

B.	The agreement sets forth the terms under which your jurisdiction is able to lease license and hosting services under UPC's contract with Journal Technologies. A copy of the contract is available for review upon request.

VII.	To join the UPC Contract with Journal Technologies
A.	Sign the Joinder to the Professional Services Agreement.
B.	Sign the Amended Memorandum of Agreement.
C.	Send those documents to Ron Weight at rweight@agutah.gov.
D.	Ron will coordinate with our Regional Support Manager from Journal Technologies to return a signed Joinder to UPC and to your Jurisdiction.
E.	Ron Weight will discuss training and go-live schedules.

VIII.	Future Grant Funding
A.	CCJJ has informed UPC there are no grant funds available under the NICS Act Record Improvement Program (NARIP), the original grant, for FY21. The soonest UPC can apply for grant funding under the NARIP grant will be early in 2021. If awarded, grant funding would be available in the late summer or early fall of 2021 (FY22).
B.	Any future grant funding will be used to assist jurisdictions, pay future annual licensing and hosting fees and purchase additional storage. Grant funding will not be used to reimburse your jurisdiction for any licensing, hosting and storage fees already paid.
C.	UPC is exploring other grant options.

If you have any additional questions, please contact Bob Church at rjchurch@agutah.gov or Ron Weight at rweight@agutah.gov.

Journal Technologies, Inc.

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (this "**Agreement**"), by and among Journal Technologies, Inc., a Utah corporation (hereinafter "**Journal Technologies**"), Utah Prosecution Council, a Utah state agency (hereinafter, "**UPC**"), and each Utah city or county attorney's office designated by UPC who becomes a signatory and party to this Agreement by executing a joinder hereto in the form attached as Exhibit B (each such signatory, hereinafter a "**Client**"), is made as between Journal Technologies and UPC as of the date executed by both Journal Technologies and UPC (the "**Effective Date**"), and each Client shall become a party hereto as of the date a joinder hereto in the form attached as Exhibit B is executed by both Journal Technologies and such Client (as to each such Client, its "**Joinder Date**").

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

1. DEFINITIONS

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

    1.2 **Project** means, with respect to a Client, each project undertaken by Journal Technologies for such Client under Section 2 ("Services") pursuant to a Statement of Work.

    1.3 **Service Fees** means, with respect to a Client, the fees to be paid by such Client, or by UPC on behalf of such Client, for Services, as set forth in the Pricing Proposal attached hereto as Exhibit A for the initial Services or in the applicable Statement of Work for additional Services.

    1.4 **Services** means, with respect to a Client, those services provided by Journal Technologies to such Client under Section 2 ("Services") of this Agreement.

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

2.   SERVICES

2.1   Projects. Journal Technologies agrees to provide Services to a Client, as such may be determined from time to time in accordance with the provisions of this Section 2 ("Services"). All Services will be rendered in accordance with the provisions of this Agreement, the applicable Statement of Work and any other guidelines agreed upon in writing by Journal Technologies and such Client (or by Journal Technologies and UPC (on behalf of such Client)).

2.2   Project Requests. If a Client requests Services, such Client (or UPC on behalf of such Client) shall submit a reasonably detailed Project request to Journal Technologies. Journal Technologies shall have the right to request additional details about the proposed Project described in the Project request. If Journal Technologies believes that it can provide the requested services, within a commercially reasonable time, Journal Technologies shall submit a proposed Statement of Work to such Client.

2.3   Completion of Statements of Work.

2.3.1   Final Statement of Work. Upon a Client's (or UPC's) receipt of a proposed Statement of Work, Journal Technologies and such Client (or UPC, on behalf of such Client) shall attempt reasonably to meet, consult and agree upon a final Statement of Work.

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

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

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

2.6   Status Reporting. Journal Technologies will provide reasonable status reports to a Client upon request.

2.7   Status Meetings. If a Client so requests, Journal Technologies shall hold periodic status meetings with such Client management in order to review the status of Journal Technologies activities.

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

2.9   Go Live. Each Client shall determine the date of Go Live of the Licensed Software for its respective Project. Upon the occurrence of each Go Live of the Licensed Software for a Project, the Client is deemed to have recognized that the Deliverables provided in respect of such Project satisfy the applicable requirements therefor, except to the extent otherwise expressly set forth in a writing signed by both parties in connection with such Go Live. "Go Live" has the meaning ascribed to such term in the Software License, Maintenance and Support Agreement, of even date herewith, entered into among the parties hereto.

2.10   Ownership of Product of Services. Unless otherwise specified to the contrary in the applicable Statement of Work, all data, materials, Deliverables and other products developed by Journal Technologies under a Statement of Work or this Agreement shall be and remain the sole and exclusive property of Journal Technologies, which shall retain all rights therein; provided that upon payment of all required amounts by a Client, such Client shall have the right to utilize any Deliverables for such Client's internal purposes in accordance with the terms and conditions of the Statement of Work and the applicable license agreement (or, in the absence of an applicable license agreement, on a perpetual, royalty-free basis following the payment of all applicable Service Fees).

3.   WARRANTIES

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

3.2   Warranty of Law. Journal Technologies warrants and represents that to the best of its knowledge: (i) Journal Technologies has full authority to enter into this Agreement and to consummate the transactions contemplated hereby and (ii) this Agreement is not prohibited by any other agreement to which Journal Technologies is a party or by which it may be bound (the "**Legal Warranty**"). In the event of a breach of

the Legal Warranty, Journal Technologies shall indemnify and hold harmless Client from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by such Client, arising out of or resulting from said breach.

3.3 No Other Warranties. THE WARRANTIES AND REPRESENTATIONS STATED WITHIN THIS AGREEMENT ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WARRANTIES WITH RESPECT TO THE OPERATION OF ANY DELIVERABLE SHALL BE AS SET FORTH IN THE APPLICABLE LICENSE AGREEMENT OR STATEMENT OF WORK.

4.   PAYMENT

Service Fees shall be payable in respect of Services provided by Journal Technologies (including its agents and contractors) to, for, or at the request of UPC, any Client, or those acting on behalf of UPC or any Client under this Agreement, including but not limited to installation, configuration, training and the like. If such Services are provided pursuant to a Statement of Work, all work and all Deliverables related to such Services, and the payment therefor, shall be completed as provided in the Statement of Work. If any Services are requested and provided without a Statement of Work, they will be billed by Journal Technologies to the applicable Client in accordance with Journal Technologies' normal billing practices at the time, on a time-and-expense basis, with hourly rates at the then-standard rates, and expenses charged at cost, or as the parties may otherwise agree in writing. Unless otherwise set forth in an applicable Statement of Work or other written agreement of the parties, payment for a Deliverable shall become due and payable upon delivery, net thirty (30) days. All sales and similar taxes levied on account of payments to Journal Technologies are the responsibility of the Clients (or UPC, as applicable).

5.   LIMITATIONS ON LIABILITY

NO PARTY SHALL BE LIABLE TO ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF ANTICIPATED PROFITS OR REVENUES IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT OR ANY EXHIBIT HERETO. FURTHERMORE, EACH CLIENT'S TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT OR ANY EXHIBIT HERETO SHALL NOT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAYABLE HEREUNDER TO JOURNAL TECHNOLOGIES WITH RESPECT TO SUCH CLIENT. IN NO EVENT SHALL JOURNAL TECHNOLOGIES' TOTAL LIABILITY TO ANY CLIENT (OR TO UPC) WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT OR ANY EXHIBIT HERETO EXCEED, IN THE AGGREGATE, ONE HUNDRED FIFTY PERCENT (150%) OF THE TOTAL AMOUNT OF FEES PAID HEREUNDER TO JOURNAL TECHNOLOGIES WITH RESPECT TO SUCH CLIENT.

6. CONFIDENTIALITY

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

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

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 (i) that is in the public domain prior to the disclosure or that becomes part of the public domain other than by way of a breach of this Agreement, (ii) that was in the lawful possession of Journal Technologies, UPC or Client, as the case may be, prior to the disclosure without a confidentiality obligation to any person, (iii) that was disclosed to Journal Technologies, UPC or Client, as the case may be, by a third party who was in lawful possession of the information without a confidentiality obligation to any person, (iv) that was independently developed by Journal Technologies, UPC or Client, as the case may be, outside the scope of this Agreement or (v) that Journal Technologies, UPC or Client, as the case may be, is required to disclose by law or legal process.

7. TERM AND TERMINATION

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

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

7.3   Termination by Journal Technologies.

7.3.1   Payment Default. Journal Technologies shall have the right to terminate this Agreement with respect to any Client (but reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity), for any failure of such Client to make payments of moneys due when the same are due, and such failure continues for a period of thirty (30) days after written notice thereof by Journal Technologies to such Client.

7.3.2   Other Client Defaults. Journal Technologies may terminate this Agreement with respect to any Client (but reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity), for any other material breach by any Client which violation or breach continues for a period of thirty (30) days after written notice thereof by Journal Technologies to such Client.

7.4   Termination by Client. A Client shall have the right to terminate this Agreement with respect to such Client (reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity) without further obligation or liability to Journal Technologies (except as specified in Subsection 7.5 below) if Journal Technologies commits any material breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice by such Client to Journal Technologies of such breach. Each Client shall have the right to terminate this Agreement effective immediately and without prior notice if Journal Technologies goes into liquidation or files for bankruptcy.

7.5   Effect of Termination. Termination of this Agreement or any Statement of Work shall not affect any rights and/or obligations of the parties which arose prior to any such termination and such rights and/or obligations shall survive any such termination. Within thirty (30) days after the effective date of any such termination, each Client shall pay Journal Technologies' fees and expenses at its then-standard rates for all Services rendered to such Client under the applicable Statement of Work or this Agreement up to the effective date of termination, including, without limitation, all work in process. Upon termination, each party shall return the confidential property of the other party obtained

under the terminated Statement of Work or this Agreement, as applicable. This includes, without limitation, all work product of Journal Technologies produced pursuant to this Agreement or any Statement of Work, and Client shall have no further right to retain or use such work product following termination. In addition, the confidentiality obligations of the parties in Section 6 ("Confidentiality") shall survive the termination of this Agreement. In the event of a termination by a Client in accordance with Section 7.4 above, Journal Technologies shall refund to such Client any pre-paid Services Fees that have already been paid by such Client (or by UPC on its behalf) for any Services that have not been rendered to such Client under the applicable Statement of Work or this Agreement prior to or as of the effective date of termination.

8. GENERAL

8.1 <u>Waiver, Amendment or Modification</u>. 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 all parties. No failure or delay by any party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.

8.2 <u>Notice</u>. All notices under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person, by commercial overnight courier or by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Journal Technologies:

> Journal Technologies, Inc.
> 915 East First Street
> Los Angeles, CA 90012
> Attention: President

> and

> Munger, Tolles & Olson LLP
> 350 South Grand Avenue, 50th Floor
> Los Angeles, CA 90071
> Attention: Mark Sayson

To UPC: Utah Prosecution Council
                 5272 College Dr.
                 Murray, UT 84123
                 Attention: Robert J. Church

To any Client: As set forth in such Client's joinder hereto.

8.3 <u>No Third Party Beneficiaries</u>. 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 <u>Successors and Assigns</u>. No party may assign this Agreement in whole or part without the prior written consent of the other parties; provided that Journal Technologies may assign this Agreement to another subsidiary of Daily Journal Corporation, directly or by operation of law, without the prior written consent of UPC or any Client. Any attempt to assign this Agreement without the prior written consent of the other parties is void and without legal effect, and such an attempt constitutes a material breach and grounds for termination by each 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 any 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 <u>Dispute Resolution</u>. Any dispute arising under or related to this Agreement shall be resolved exclusively as follows, with the costs of any mediation and arbitration to be shared equally by the parties involved in the dispute:

8.5.1 <u>Initial Resolution by Meeting</u>. 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(s). Subsequent meetings may be held upon mutual agreement of the parties.

8.5.2 <u>Mediation</u>. 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. The applicable Client shall be entitled to select either (i) the location of the mediation or (ii) the organization or company, and Journal Technologies shall select the other. The mediation shall be conducted within sixty (60) days of the date the dispute is submitted to mediation, unless the parties mutually agree on a later date.

8.5.3 <u>Arbitration</u>. Any dispute that is not otherwise resolved by meeting or mediation shall be exclusively resolved by arbitration between the parties in accordance with the Comprehensive Arbitration Rules & Procedures of JAMS, with the arbitration to be conducted in Salt Lake City, Utah, or another location mutually agreed by the parties; provided that if JAMS is unable to conduct the arbitration anywhere within the State of Utah, then such arbitration shall be administered by the American Arbitration Association, in accordance with its then current Commercial Arbitration Rules and the Optional Rules for Emergency Measures of

Protection, and any such arbitration shall take place before a single neutral arbitrator in Salt Lake City, Utah, or another location mutually agreed by the parties. The results of such arbitration shall be binding on the parties, and judgment may be entered in any court having jurisdiction. Notwithstanding the foregoing, any party may seek interim injunctive relief from any court of competent jurisdiction.

8.6   Control of Defense. All indemnification obligations under this Agreement are conditioned upon (i) written notice by the indemnified party to the indemnifying party within thirty (30) days of the indemnified party's receipt of any claim for which indemnification is sought, (ii) tender of control over the defense and settlement to the indemnifying party and (iii) such reasonable cooperation by the indemnified party in the defense as the indemnifying party may request; provided, however, the indemnifying party shall not, without the prior written consent of the indemnified party, settle, compromise or consent to the entry of any judgment with respect to any pending or threatened claim unless the settlement, compromise or consent provides for and includes an express, unconditional release of such claim against the indemnified party.

8.7   Governing Law. The validity, construction and performance of this Agreement and the legal relations among the parties to this Agreement shall be governed by and construed in accordance with the laws of the State of Utah without giving effect to its conflict of law principles.

8.8   Independent Contractor. Journal Technologies, in performance of this Agreement, is acting as an independent contractor. Personnel supplied by Journal Technologies (including personnel supplied by subcontractors) hereunder are not UPC's or Client's personnel or agents, and Journal Technologies assumes full responsibility for their acts. Journal Technologies shall be solely responsible for the payment of compensation of Journal Technologies employees and contractors assigned to perform services hereunder, and such employees and contractors shall be informed that they are not entitled to the provision of any UPC or Client employee benefits. Neither UPC nor any Client shall be responsible for payment of worker's compensation, disability or other similar benefits, unemployment or other similar insurance or for withholding income or other similar taxes or social security for any Journal Technologies employee, and such responsibility shall solely be that of Journal Technologies.

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

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

JOURNAL TECHNOLOGIES, INC.:

By: _Gerald L. Salzman_   Date: _9/25/17_

Printed Name and Title: _Gerald L. Salzman, President_

UTAH PROSECUTION COUNCIL:

By: _(signature)_   Date: _9-28-17_

Printed Name and Title: _Robert Church, Director, UPC_

[CLIENT: – SEE JOINDER]

Exhibit A

	One-Time Cost	eProsecutor Annual License Maintenance and Hosting Fees
Professional services, including expenses		
Implementation services	$ 250,000	
Training	75,000	
License, maintenance, upgrades and support		$ 156,500
Hosting		71,000
	$ 325,000	$ 227,500

Notes

(A) Since governments normally have limited capital budgets, we lease our systems so that our clients are not confronted with large initial capital investments. We have found that this model allows the agency to plan for growth in a cost conscious way and provides reinforcement and incentives in a "succeed-or-lose" environment for us to provide high-quality products and continuing services to our clients. For a highly service-oriented software agreement, the agency pays an annual fee. These costs include licenses, maintenance, updates, upgrades and routine support. This approach also spreads costs over the life of the project. The continuing licenses are subject to the payment of the annual fees. *Because we lease eProsecutor, it is under continuous warranty.*

There are no upfront, one-time license fees or implementation progress payments. The professional services fees to configure the centralized eProsecutor system are due just before the first rollout; we have assumed that it will take about a year, possibly less, to coordinate the agencies' requirements and configure the centralized system. The annual eProsecutor license and maintenance fees are due just before each rollout. (There are no such fees during the centralized configuration process.) We are very flexible regarding the payment schedule – suggest an approach that is compatible with your financial resources.

We will include eProsecutor licenses for 150 agency users and additional user licenses (10% of agency users) for unlimited use of eProsecutor Public Portal by the public, including attorneys, and (20% of agency users) for unlimited use by other governmental agencies, including those accessing eProsecutor via interfaces, for a total of 195 user licenses. If the number of agency users increases, the annual eProsecutor and hosting fees at Amazon Web Services ("AWS"), including an annual CPI adjustment, will be adjusted pursuant to the following schedule:

		Pricing Table for System User Licenses for Centralized System			
		Annual License and Maintenance Fees		Annual Hosting Fees	
User Groups*	Licenses	Per License	For Group	Per License	For Group
1-50	50	$ 1,000	$ 50,000	$ 500	$ 25,000
51-100	50	800	40,000	350	17,500
101-200	100	700	70,000	300	30,000
201-500	300	500	150,000	250	75,000

* Minimum number of users is 150. The Annual License and Maintenance and hosting fees are governed by a one-year agreement with options. Additional storage is $5,000 per terabyte per year.

(B) Configuration of a centralized eProsecutor system, including the efiling interface with CORIS except for the certification fees and future upgrades to this interface. There must be significant involvement from your IT personnel during the conversion and the interfaces.

If there are configurable modifications to the eProsecutor centralized baseline for each agency, including any other interfaces, conversions, local reports and notices, etc., these costs will be charged pursuant to Statements of Work using an agreed upon hourly rate plus expenses. The agencies will also be responsible for local equipment, including scanners, connect costs to AWS, etc.

Form 3: Primary and Secondary Functionality Checklist includes many Requirements for probation. If you need the probation functionality now or in the future, we will provide either an integrated solution – eProsecutor with eProbation – or more likely a separate eProbation system, but we need to implement eProsecutor first.

(C) The Training Deployment costs depend on the number of agencies and users. The one-time deployment training services will cost $500 per user for the 150 users with a minimum of $2,500 per agency. For 150 users the cost will be $75,000 (150 x $500). Training for subsequent staff will be at the same rate plus expenses, if any.

EXHIBIT B

[FORM OF]
JOINDER TO PROFESSIONAL SERVICES AGREEMENT

The undersigned hereby acknowledges that the undersigned has received and reviewed a true and correct copy of that certain Professional Services Agreement, dated as of [September __], 2017 (as amended, supplemented or otherwise modified from time to time, the "Services Agreement"), by and among Journal Technologies, Inc., a Utah corporation (hereinafter "Journal Technologies"), Utah Prosecution Council, a Utah state agency (hereinafter, "UPC"), and each Utah city or county attorney's office designated by UPC who becomes a signatory and party to the Services Agreement by executing a joinder thereto substantially in the form hereof.

This Joinder to Professional Services Agreement (this "Joinder") is hereby incorporated into and made a part of the Services Agreement for all purposes therein. The undersigned hereby acknowledges, approves, consents to and agrees to be bound by the terms, conditions and other provisions of the Services Agreement, and by execution hereof hereby becomes a party to the Services Agreement as a Client thereunder, for all purposes thereof on the terms set forth therein, and agrees to be bound by the terms of the Services Agreement as fully as if the undersigned had executed and delivered the Services Agreement as a Client thereunder as of the date thereof.

The initial Service Fees payable by the undersigned pursuant to the Services Agreement are set forth on Schedule 1 hereto. Except to the extent expressly specified on Schedule 1 hereto as having already been paid by UPC to Journal Technologies on behalf of the undersigned, the initial Service Fees shall be due and payable by the undersigned as set forth in Section 4 of the Services Agreement and Exhibit A to the Services Agreement. Any and all additional Service Fees shall be payable by the undersigned as set forth in Section 4 of the Services Agreement and Exhibit A to the Services Agreement.

Each capitalized term used in this Joinder, but not otherwise defined herein, shall have the meaning ascribed to such term in the Services Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has duly executed this Joinder to the Professional Services Agreement as of the Joinder Date set forth below.

CLIENT:

[CITY/COUNTY ATTORNEY OFFICE NAME]

By: _____

Name: Robert Hale

Title: Mayor

Joinder Date: _____

Contact Information for Notices under Section 8.2:

[City/County Attorney Office Name]
[Address]
Attn: [Contact Person]

Joinder Acknowledgement:

JOURNAL TECHNOLOGIES:

JOURNAL TECHNOLOGIES, INC.

By: _____

    Name:

    Title:

UPC:

UTAH PROSECUTION COUNCIL

By: _____

    Name: Robert J. Church

    Title: Director, Utah Prosecution Council

UPC | UTAH PROSECUTION COUNCIL

2020 MEMORANDUM OF AGREEMENT
Utah Prosecution Council
eProsecutor Case Management Project

THE PURPOSE OF THIS 2020 MEMORANDUM OF AGREEMENT IS TO ESTABLISH THE TERMS AND CONDITIONS THE AGENCY MUST COMPLY WITH AND BE AWARE OF BY JOINING THE UPC CONTRACT WITH JOURNAL TECHNOLOGIES, INC. FOR THE LESAE OF EPROSECUTOR.

County/City: _Midvale City_

County/City Attorney: _Lisa A. Garnor_

THIS 2020 MEMORANDUM OF AGREEMENT (hereinafter referred to as the "2020 Agreement") is made by and between:

a. The Utah Prosecution Council of the State of Utah (hereinafter referred to as "UPC"), an agency created within the Office of the Attorney General, U.C.A. 67-5a-1; and

b. The County/City of _Midvale_ , Utah, (hereinafter referred to as the "Agency");

As used in this 2020 Agreement, "Agency" means the county or city who desires or has become a party to the Contract by executing and entering into a joinder agreement to the Contract with UPC and Journal Technologies, Inc. (hereinafter referred to as "JTI").

As used in this 2020 Agreement, "Contract" means the Software License, Maintenance and Support Agreement, and other related documents, entered into by UPC and JTI for the lease of User licenses to the case management system known as eProsecutor, along with related maintenance and support services, on the terms and conditions set forth in the Contract.

As used in this 2020 Agreement, "goes live" means the date when eProsecutor is being used in an operational capacity with operational data in the Agency's production environment. That date is mutually determined between JTI and the Agency.

As used in this 2020 Agreement, "User" means those individuals authorized to use eProsecutor under the terms of the Contract.

1. Scope of Project:

    (a) UPC has contracted with JTI for the lease of their cloud-based case management system known as eProsecutor. Those Agencies who choose to join this Contract will be required to enter into a separate Joinder Agreement with JTI. A signed copy of the Contract is available for review upon request. The Joinder Agreement is attached hereto as Exhibit 1. Once all agreements have been signed, the Agency will receive licenses for eProsecutor. Deployment of eProsecutor will be determined by UPC's "application administrator" and the oversight committee.

    (b) The Director of IT services for UPC is the "application administrator." The application administrator's role includes communicating with JTI staff for support, troubleshooting problems, coordinating maintenance tasks, deploying eProsecutor, training Users in the use of eProsecutor and providing technical support to Users. While each Agency may have their own application administrator, it is only UPC's application administrator that may work directly with JTI.

    (c) A case management oversight committee has been created and is composed of the following individuals:

        (1) Two elected county attorneys;

        (2) Two city prosecutors;

        (3) Two administrative assistants;

        (4) One IT personnel.

    (d) The oversight committee's responsibilities will include, but not be limited to:

        (1) Working with JTI project managers to develop a Utah-centric eProsecutor program to be used in County and City Attorney offices;

        (2) Making recommendations to JTI for continual product improvement;

        (3) Making final decisions on the development and configuration of eProsecutor;

(4)   Determining the eProsecutor deployment schedule;

(5)   Responding to Agency requests for changes, modifications, etc. to eProsecutor;

(6)   Working directly with UPC's application administrator;

(7)   Determine data storage fees for each Agency;

(8)   Other tasks as assigned by the UPC.

2.   Description of Services

(a)   JTI has contracted to undertake the following tasks and will provide the following:

(1)   Provide usage of eProsecutor for five (5) years from the date each Agency goes live, provided annual fees are paid;

(2)   JTI has provided licenses for 150 agency users and additional user licenses (10% of agency users) for unlimited use of eProsecutor Public Portal by the public, including attorneys, and (20% of agency users) for unlimited use by other governmental agencies, including those accessing eProsecutor via interfaces, for a total of 195 user licenses.

(3)   Agree to contract with Agencies wishing to lease eProsecutor user licenses under the terms of UPC's contract with JTI beyond the original 150 agency user licenses;

(4)   Provide for the configuration of a centralized eProsecutor system, including e-filing interface with CORIS, except for the certification fees and future upgrades to the interface.

(5)   Provide for implementation services of eProsecutor for each licensed user;

(6)   Provide 1TB of cloud-based, secure, hosting of data.

(A)   All data, including CJIS data, is stored in Amazon Web Services (AWS) Govcloud. The data is stored using Amazon Elastic Block Store (EBS) storage, a system used to store persistent data. Because of the extremely sensitive nature of the data, the most secure type of EBS storage is required and used.

       (B)   JTI backs up data frequently, then stores backup data for two weeks, creating multiple redundancies for stored data.

       (7)   Provide additional TBs of storage, as needed, beyond the original 1TB contracted amount at the rate of $5,000 per year per TB of storage.

3.   <u>Period of 2020 Agreement:</u> This 2020 Agreement shall be effective as of the date signed below and shall continue in effect for a period of five (5) years after the Agency "goes live" and annual license fees have been paid, unless earlier terminated under provisions of this 2020 Agreement or the Contract.

    (a)   Each Agency shall have the right to terminate this 2020 Agreement and the Contract for Convenience as stated in paragraph 7.4 of the Contract.

    (b)   Agencies choosing to terminate this 2020 Agreement and the Contract shall give UPC thirty (30) days advance written notice of such intent.

4.   <u>Acknowledgements.</u>

    (a)   This "2020 Memorandum of Agreement" will be entered into between UPC and agencies wishing to lease eProsecutor license(s) from JTI under the terms of UPC's contract with JTI.

    (b)   The parties acknowledge and agree that UPC received a sub-grant, and may receive future sub-grants, from the Utah Commission on Crime and Juvenile Justice (CCJJ) under the NICS Act Record Improvement Program (hereinafter referred to as "NARIP"). The Department of Justice (hereinafter referred to as "DOJ"), Office of Justice Programs (hereinafter referred to as "OJP") and Bureau of Justice Statistics (hereinafter referred to as "BJS") oversee this program. The purpose of receiving grant funds is for UPC to assist jurisdictions in leasing a case management system for the benefit of county and city attorney offices, pay data storage fees and pay for other ongoing costs.

    (c)   The NARIP implements the grant provisions of the NICS Improvement Amendments Act of 2007 (Pub. L. 110-180 (18 U.S.C. §922 note)) enacted on January 8, 2008. This program furthers the Department's mission by improving the records available to NICS, which is accomplished by helping eligible states and tribes improve completeness, automation, and transmittal of records to state and federal systems.

    (d)   The parties acknowledge that under the terms of UPC's original contract with JTI, 150 agency user and additional user licenses (10% of agency users)

for unlimited use of eProsecutor Public Portal by the public, including attorneys, and (20% of agency users) for unlimited use by other governmental agencies, including those accessing eProsecutor via interfaces, for a total of 195 user licenses, were leased and paid for through grant funding.

    (1)   All those licenses have been allocated.

    (2)   It will therefore be necessary for the Agency to enter into a separate agreement to lease individual eProsecutor licenses by joining UPC's contract with JTI.

(e)   There are no NARIP grant funds currently available during FY21 for the lease of eProsecutor licenses.

(f)   If grant funds become available for FY22 and beyond, it is UPC's intent to apply for any available grant funding to be used to pay future annual licensing and hosting fees, purchase additional data storage and pay for any ongoing costs. Grant funds will not be used to reimburse Agency for any licensing, hosting, storage fees or other costs previously paid.

(g)   During the 2020 legislative session, HB 288, Prosecutor Data Collections Amendments, was passed.

    (1)   HB288 enacted U.C.A. 63M-7-213 which requires "prosecutorial agencies" to submit specifically identified data to CCJJ on a regular basis.

    (2)   If at some future point in time UPC receives additional grant funding from CCJJ that pays all or some of the Agency's eProsecutor license and hosting fees and the Agency fails to comply with the data reporting requirements of U.C.A. 63M-7-213, the Agency shall be required to reimburse CCJJ the amount of grant funding received. U.C.A. 63M-7-213(8)(a)

    (3)   eProsecutor has the capability to gather the required HB288 data into report form that can be submitted to CCJJ. This will require each Agency to enter the required data into eProsecutor to create the statutorily required report.

5.   <u>Price and Payments.</u>

(a)   The fee per user per year for licensing and hosting eProsecutor will be at least $1,600. The Software License, Maintenance and Support Agreement

states that as the total number of licensed users under the terms of UPC's contract increases, the lease fee per license decreases.

    (1)   This is evaluated once per year on the annual billing date and includes all jurisdictions that have joined the contract.

    (2)   The Agency's per user annual pricing will be determined at the time it joins the UPC contract with JTI.

(b)   Annual License, Maintenance and Support Fees are subject to increase according to the terms of the Contract. The Agency will receive annual billing statements directly from JTI each year.

(c)   The annual billing date for licenses and hosting fees is February 1 of each year.

(d)   Jurisdictions who join the UPC contract will pay a pro-rated license amount from the go-live date through the remainder of the billing year.

(e)   UPC's contract provides for 1TB of data storage. Once storage capacity is reached, additional storage must be leased. Per the terms of UPC's Contract, additional TBs of storage may be leased at the rate of $5,000 per year per additional TB of storage.

    (1)   Storage utilization is reportable by Agency. This will allow the oversight committee to know how much data is being used by each Agency.

    (2)   Data storage fees will either be included in an annual licensing bill or will be billed separately by UPC.

(f)   UPC is required to designate an "application administrator" for managing eProsecutor on behalf of all Agencies that will be a party to the underlying contract. The Council has determined that it is appropriate to charge a fee for these services. The Council has set the maximum fee for the application administrator services as follows:

    (1)   User fees per year of this 2020 Agreement shall be $206.

    (2)   The Council reserves the right to determine the amount to be paid by each Agency. Any change to the annual user fee will be addressed at the Council meeting when they adopt their annual budget each year. If there is any change to the $206 annual user fee, the Council will provide timely notice to each agency of that amount.

            (3)   Agency agrees to remit payment within thirty (30) of receiving notice of payment.

    (g)   Failure to timely remit any payment to JTI or UPC may result in access to eProsecutor being suspended until payment is received.

    (h)   Each Agency may increase the number of its users at any time as outlined in the Contract upon written notice to JTI, followed promptly by payment.

    (i)   Each Agency may decrease the number of its user at any time as outlined in the Contract.

    (j)   UPC's application administrator will conduct training of all users. For Agencies that want additional training, they may enter into a separate agreement with JTI.

6.   Dependencies and Assumptions

    (a)   The installation of eProsecutor is based upon the following dependencies and assumptions:

            (1)   Availability of properly configured hardware, provided by the participating Agency, for implementation of the new software functionality, consisting of compatible firewall hardware configured with VPN connectivity capable of connecting to AWS GovCloud, a modern browser and a **fast** internet connection;

            (2)   Two-factor authentication. Two-factor authentication (2FA) is required for each user. 2FA is a security protocol that helps ensure that only authorized users are accessing criminal history data. 2FA is implemented through an authentication application that must be installed on a device capable of installing and running applications; i.e. Apple (iPhone, iPad, etc), Android devices. The device must have a camera that will be used to scan a QR code that sets up the connection between the authenticator application and eProsecutor. The device need not have ongoing celluar service but must be able to connect to a wifi connection for 2FA authentication.

7.   Agency Responsibilities

    (a)   Agency will appoint a project manager who will be the liaison between the Agency, UPC, and JTI during the term of this 2020 Agreement.

    (b)   Project Manager will work with UPC's application administrator.

(c) Project Manager will be:

Name: _Tess Falkner_

Agency Name: _Midvale City_

Mailing address: _7505 S. Holden St._

Midvale, Ut 84047

Phone Number: _801-567-7250_

E-mail: _tfalkner @ midvale.com_

(d) Provide properly configured hardware for implementation of eProsecutor. This does not mean or refer to a server, which is not required for usage of eProsecutor.

(e) If at any point the Agency receives grant funding through UPC from CCJJ to pay for any costs of eProsecutor, Agency agrees to comply with the reporting requirements of U.C.A. §63M-7-213. Agency acknowledges that failure to do so shall require Agency to return any grant funding received for the costs of eProsecutor to CCJJ.

8. By signing this 2020 Memorandum of Agreement, any previous agreement entered into between Agency and UPC is rendered null and void.

9. Authority.

By entering into this 2020 Agreement on behalf of the county/city named below, the person signing this 2020 Agreement warrants that he/she has the legal authority to enter into such agreements on behalf of the governing authority of said county/city.

The county/city named below is requesting _2_ user licenses.

/////Signature page follows////

COUNTY/CITY EXECUTION:

_____
Signature

_____
Date signed by County/City

County/City Address: Midvale City
7505 S. Holden St.
Midvale, UT 84047

UPC EXECUTION:

_____
Signature

_____
Date signed by UPC

Robert J. Church
Director
Utah Prosecution Council
5272 College Dr., Suite 200
Murray, UT 84123-2727

FOR RECORD

Agency "Go-Live" date as determined by Agency and JTI: _____
(This date cannot be determined at the time of the signing of this 2020 Agreement.)

EXHIBIT 1 TO 2020 MEMORANDUM OF AGREEMENT

**JOINDER TO SOFTWARE LICENSE, MAINTENANCE
AND SUPPORT AGREEMENT**

The undersigned hereby acknowledges that the undersigned has received and reviewed a true and correct copy of that certain Software License, Maintenance and Support Agreement, dated as of the _____ day of _____ (month), 20___ (as amended, supplemented or otherwise modified from time to time, the "License Agreement"), by and among Journal Technologies, Inc., a Utah corporation (hereinafter "Licensor"), Utah Prosecution Council, a Utah state agency (hereinafter, "UPC"), and each Utah city or county attorney's office designated by UPC who becomes a signatory and party to the License Agreement by executing a joinder thereto substantially in the form hereof.

This Joinder to Software License, Maintenance and Support Agreement (this "Joinder") is hereby incorporated into and made a part of the License Agreement for all purposes therein. The undersigned hereby acknowledges, approves, consents to and agrees to be bound by the terms, conditions and other provisions of the License Agreement, and by execution hereof hereby becomes a party to the License Agreement as a Licensee thereunder, for all purposes thereof on the terms set forth therein, and agrees to be bound by the terms of the License Agreement as fully as if the undersigned had executed and delivered the License Agreement as a Licensee thereunder as of the date thereof.

Except to the extent expressly specified on Schedule 1 hereto as having already been paid by UPC to Licensor on behalf of the undersigned for a specified number of Users for one or more years of the License Term, all annual License, Maintenance and Support Fees shall be due and payable by the undersigned as set forth in Section 2.2.2 of the License Agreement and Exhibit A to the License Agreement. Any and all License, Maintenance and Support Fees payable by the undersigned as a Licensee under the License Agreement that are not specified on Schedule 1 as having been pre-paid by UPC on behalf of the undersigned, shall be due and payable by the undersigned as set forth in Section 2.2.2 of the License Agreement and Exhibit A to the License Agreement.

Each capitalized term used in this Joinder, but not otherwise defined herein, shall have the meaning ascribed to such term in the License Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has duly executed this Joinder to the Software License, Maintenance and Support Agreement as of the Joinder Date set forth below.

LICENSEE:

[CITY/COUNTY ATTORNEY OFFICE NAME]

By: _~~Robert Hale~~_____

    Name: Robert Hale

    Title: Mayor

Joinder Date: 24 August 2020

Contact Information for Notices under Section 8.2:

[City/County Attorney Office Name]
[Address]
Attn: [Contact Person]

Midvale City
7505 S. Holden St
Midvale, Ut 84047
Attn: Tess Falkner

Joinder Acknowledgement:

LICENSOR:

JOURNAL TECHNOLOGIES, INC.

By: _____

    Name:

    Title:

UPC:

UTAH PROSECUTION COUNCIL

By: _____

    Name:

    Title: