Journal Technologies, Inc.

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (this "**Agreement**"), by and between Journal Technologies, Inc., a Utah corporation (hereinafter "**Journal Technologies**"), and the **County of San Benito, California, a political subdivision of the State of California** (hereinafter "**Client**"), is made as of the date executed by both Journal Technologies and Client (the "**Effective 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 one or more items (which may include software, services or other items) to be delivered by Journal Technologies to Client under a Statement of Work or this Agreement.

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

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

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

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

1.6   **Service Fees** means the fees to be paid by Client for Services, as set forth in the Pricing Proposal attached hereto as Exhibit A for the initial Services or in the applicable Statement of Work for additional Services.

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

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

2.   SERVICES

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

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

2.3   Procedure for Agreement upon Statements of Work.

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

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

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

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

code or (ii) the ~~gross~~ negligence or intentional misconduct of the indemnifying party or its employees, agents or contractors.

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

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

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

2.8   Go Live. Upon the occurrence of each Go Live of the Licensed Software for a Project, 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.

2.9   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 Client, Client shall have the right to utilize any Deliverables for Client's internal purposes in accordance with the terms and conditions of the Statement of Work and the License Agreement.

3.   WARRANTIES

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

3.2   Warranty of Law. Journal Technologies warrants and represents that to the best of its knowledge: (i) Journal Technologies has full authority to enter into this Agreement and to consummate the transactions contemplated hereby and (ii) this Agreement is not prohibited by any other agreement to which Journal Technologies is a party or by which it may be bound (the "**Legal Warranty**"). In the event of a breach of the Legal Warranty, Journal Technologies shall indemnify and hold harmless Client from and against any and all losses, liabilities, damages, causes of action, claims, demands, and

expenses (including reasonable legal fees and expenses) incurred by Client, arising out of or resulting from said breach.

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

4. PAYMENT

Service Fees shall be payable in respect of Services provided by Journal Technologies (including its agents and contractors) to, for, or at the request of Client or those acting on its behalf under this Agreement, including but not limited to installation, configuration, training and the like. If any Services are requested and provided without a Statement of Work, they will be billed by Journal Technologies to Client in accordance with Journal Technologies' normal billing practices at the time, on a time-and-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 a written agreement of the parties (including, without limitation, in any Exhibit hereto), payment for all Service Fees for the Licensed Software shall become due and payable upon the final Go Live of the Licensed Software for such Project, net thirty (30) days. Unless otherwise set forth in an applicable Statement of Work or other written agreement of the parties, any sales, use, excise or similar taxes levied on account of payments to Journal Technologies are the responsibility of the Client.

5. LIMITATIONS ON LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF ANTICIPATED REVENUES (OR LIKE AMOUNTS) IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT. FURTHERMORE, CLIENT'S TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT SHALL NOT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAYABLE HEREUNDER TO JOURNAL TECHNOLOGIES. IN NO EVENT SHALL JOURNAL TECHNOLOGIES' TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAID HEREUNDER TO JOURNAL TECHNOLOGIES.

6. CONFIDENTIALITY

6.1 <u>Client's Responsibilities</u>. Client hereby agrees that (i) all materials received from Journal Technologies under this Agreement are the confidential and proprietary

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

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

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

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 (but reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity), for any failure of Client to make payments of amounts 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 Client.

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

7.4   Termination by Client.

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

7.4.2   Termination for Convenience. Client shall have the right to terminate this Agreement (reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity), at any time, without cause and solely for Client's convenience, upon 30 days' written notice to Journal Technologies. In the event of termination under this clause, Client shall pay Journal Technologies for all work satisfactorily performed prior to the effective date of the termination.

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, Client shall pay Journal Technologies' fees and expenses at its then-standard rates for all Services rendered under the applicable Statement of Work or this Agreement up to the effective date of

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

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 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   <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: Maryjoe Rodriguez, Vice President

        and

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

To Client: County of San Benito Probation Department
        400 Monterey Street
        Hollister, CA 95023
        Attention: Chief Probation Officer

      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>. Neither party may assign this Agreement in whole or part without the prior written consent of the other party; provided that Journal

Technologies may assign this Agreement to another subsidiary of Daily Journal Corporation, directly or by operation of law, without the prior written consent of Client. Any attempt to assign this Agreement without the prior written consent of the other party is void and without legal effect, and such an attempt constitutes a material breach and grounds for termination by the other party. Subject to the foregoing, all of the terms, conditions, covenants and agreements contained herein shall inure to the benefit of, and be binding upon, any successor and any permitted assignees of the respective parties hereto. It is further understood and agreed that consent by either party to such assignment in one instance shall not constitute consent by the party to any other assignment. A transfer of corporate control, merger, sale of substantially all of a party's assets and the like, even though including this Agreement as an assigned asset or contract, shall not be considered an assignment for these purposes.

8.5   Dispute Resolution. Any dispute arising under or related to this Agreement shall be resolved exclusively as follows, with the costs of any mediation and arbitration to be shared equally by both parties:

8.5.1   Initial Resolution by Meeting. The parties shall first attempt to resolve amicably the dispute by meeting with each other, by telephone or in person at a mutually convenient time and location, within thirty (30) days after written notice of a dispute is delivered from one party to the other. Subsequent meetings may be held upon mutual agreement of the parties.

8.5.2   Mediation. If the dispute is not resolved within sixty (60) days of the first meeting, the parties shall submit the dispute to mediation by an organization or company specializing in providing neutral, third-party mediators. 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   Arbitration. Any dispute that is not otherwise resolved by meeting or mediation may be resolved by arbitration between the parties in accordance with the Comprehensive Arbitration Rules & Procedures of JAMS, with the arbitration to be conducted in San Jose, California, or another location mutually agreed by the parties. If the parties agree to resolve the dispute by arbitration, the results of such arbitration shall be binding on the parties, and judgment may be entered in any court having jurisdiction. Notwithstanding the foregoing, either 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   Force Majeure. Neither party will be liable for any delay or failure to perform any obligation under this Agreement (except for any obligations to make payments) where the delay or failure results from any cause beyond such party's reasonable control including, without limitation, acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, internet service provider failures or delays, denial of service attacks, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, war, epidemics or pandemics.

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

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

8.10   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.

8.11   Entire Agreement. This Agreement, together with the License Agreement and all Exhibits attached hereto and thereto, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

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

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

JOURNAL TECHNOLOGIES, INC.:

By: _____   Date: _____

Printed Name and Title: Maryjoe Rodriguez, Vice President

COUNTY OF SAN BENITO:

By: _____   Date: _____

Printed Name and Title: <u>Joseph A. Frontella, Chief Probation Officer</u>

APPROVED AS TO LEGAL FORM:
San Benito County Counsel's Office:

By: _____   Date: _____

Printed Name and Title: <u>Shirley L. Murphy, Deputy County Counsel</u>

PRICING FOR PROFESSIONAL SERVICES
(excluding license, maintenance and support fees)

eProbation®

	One-Time Cost
Professional services, including expenses (Notes)	
Implementation services	$120,000
Interfaces	
Nobel Assessment (two-way)	$0
Interface with eCourt (to be provided post-Go Live)	$0
Data Conversion (CSS)	$50,000
Total	$170,000

Notes -

The parties acknowledge that there must be significant involvement from the Client's IT personnel during the conversions and interfaces listed in this Exhibit A. The interfaces require a willing and capable data exchange partner at agencies with which the Client wishes to interface. Since the Client's IT department, including the Journal Technologies that the Client's IT department engages, will become familiar with eProbation's® ("Licensed Software") API, the Client will be able to assist with and maintain the interfaces as well as develop interfaces.

Journal Technologies has assumed that the Client's IT department, in consultation with Journal Technologies' project team, will complete the mapping and transfer of the legacy data to a common database system provided by the Client's IT department. From the common database Journal Technologies will insert it into eProbation® ("Licensed Software") thus completing a full data conversion. The Client's team may need to do data cleaning or scrubbing in the source database before the initial conversion and after running each iteration of the conversion. The 50,000 data conversion fees represent the cost to convert the Client's legacy data listed below.

Interfaces and data conversions included herein shall be as set forth below in accordance with the initial Statements of Work. Any additional interfaces and conversions will be done pursuant to subsequent Statements of Work with additional costs. For the avoidance of doubt, the interface between eProbation and eCourt will be provided, at no additional cost, subsequent to Go Live and pursuant to a subsequent SOW. With the Client's approval, Journal Technologies might use a third-party to assist with the conversion and interfaces. The Client will be responsible for ensuring the cooperation of its other Journal Technologies that are counterparties to the conversions and interfaces.

There are no upfront or implementation progress payments, except: $40,000 of the implementation services fees will be due and payable by Client when the Client approves the Project Work Plan, and 50% of the conversion fees will be due and payable by Client when Journal Technologies commences work on the data conversion Services. The remaining $105,000 in professional service fees are due at Go Live.

Journal Technologies does not provide or install hardware or operating system software, or provide its maintenance and support. The Client acknowledges and agrees that Journal Technologies has prepared this Exhibit A on the assumption that the Client is exempt from federal excise taxes and without the inclusion of any California or local sales or use taxes. Any sales, use, excise or similar taxes levied on account of payments to Journal Technologies are the responsibility of the Client.

Non-routine projects, including legislative-type updates and subsequent training, will be done pursuant to a Statement of Work using an agreed upon hourly rate plus expenses. Journal Technologies' current hourly rate is $200.

Exhibit B
Statement of Work
(Project Workplan)

County of San Benito Probation ("Client")

and

Journal Technologies, Inc.

JTI Project Phases and Plan

eProbation is installed as a functional configuration of Folder Views, Add and Update forms, selected workflows, and Searches. We will work with designated Client project managers, business analysts, subject matter experts, and IT staff to configure eProbation. The availability of the Client personnel will be a critical factor in timely meeting the project goals herein.

Project Phases and Plan
We will work together under these general phases to implement the system.

A. Project Planning and Initiation
During this phase, the project schedule will be solidified, JTI/Client personnel (including staff that will be a part of the Client Help Desk) will be assigned tasks. JTI will setup necessary instances of the system for purposes of Configuration, Conversion, Testing and Production etc. Initiating and other documents and tools will be provided, and the foundation for communication and requirements gathering will be established.

B. Case Structure
The purpose of this phase is to ensure that the Client can capture all of the case data required in the system.

- JTI will install the system and demonstrate the system to the Client.
- Client and JTI will identify the adequate number of sample cases to enter in the system to identify missing data elements.
- Client will enter the cases in the system, identify missing data elements, and report back in a requirements document.
- JTI will update the system to capture the missing elements per the requirements document.
- Client will verify and report any instances where the system does not meet the requirements specified in the requirements document within 15 workdays. If no issues are reported within 15 days, then the system configuration will be deemed to be accepted.
- JTI will fix any issues and the Client will test again.

C. Financial Structure
In this phase, the Client's fines and fees are set-up to distribute according to statute, and for the Client to test to verify that all fines and fees are distributing correctly.

- Statute Table
  - JTI will train Client personnel on statute management.
  - JTI will provide statute table spreadsheet to Client personnel.
  - Client will complete statute table spreadsheet.
  - JTI review statute table spreadsheet with Client, and Client will update as needed.
  - JTI will replace the baseline system statutes with the Client's statutes.
  - Client will thereafter maintain its statute table.

- Financials
  - JTI will discuss fines and fees distribution configuration and the disposition widget with Client to obtain an understanding of the requirements.
  - Client will provide chart of accounts and written breakdown of assessments.
  - JTI will document the proposed configuration of financials and receive approval from the Client before configuration.
  - JTI will load statutes, chart of accounts, and distributions.
  - JTI will configure assessments and update statutes based on assessments.
  - Client will test all financial configuration and report back any issues where the configuration does not match the requirements within 15 workdays. If no issues are reported within 15 days, then the system configuration will be deemed to be accepted.
  - JIT will fix any issues and the Client will test again.

D. Data Conversion (CSS)

For each database there will be a maximum of three full conversion iterations plus the Go Live iteration.

Source System Information

The Client will either extract the data from the legacy database and load the data in an interim database structure, that JTI will provide to the Client or to understand the legacy system and its data structure, the Client will provide a legacy system data description document, which will include:

- Technical environment (operating system and database platform)
- Database type (relational or hierarchical)
- Data elements
- Data formats and standards
- Data volume
- Images
- Vendor or other relevant contact information
- Data dictionaries (ER Diagrams)
- Screen/Field Mapping specification. Each screen of the legacy system will be listed and each data element on the screen will be mapped to the corresponding field in the legacy database.

Data Mapping

- Client, with JTI assistance, will map the data to the target system data elements.
- Client, with JTI assistance, will map the documents
- Client, with JTI assistance, will determine the logic for financials

Data Conversion Development

- JTI will develop data conversion logic
- JTI will convert data
- JTI will complete initial conversion testing

Data Conversion Test
- JTI and Client will identify a sample set of Cases for which data conversion will be tested. This sample set of cases will not change during the data conversion process.
- After each conversion, Client will test conversion and within 15 workdays report issues that are not in compliance with the mapping specification and requirements. If no issues are reported within 15 days, then the system configuration will be deemed to be accepted.
- JTI will fix any issues and the Client will test again.
- If financial conversion is performed, then the Client will verify that remaining balances on invoices are distributed correctly
- The client will be responsible for ensuring the cooperation of its other contractors that are counterparties to the conversions.

E. Interfaces (Nobel Assessments (two-way))

- For each interface listed in **Exbibit A** and above, Client will provide Interface Specification Document. The document will include all information necessary to develop the interface, including:
  - o File layouts, sample files to be used in testing, existing specification documents, and will assist JTI with the data element mappings between the two systems.
  - o Other requirements such as filtering, throttling, queuing, transaction record retention period, and resending/republishing of messages.
  - o Frequency/trigger information, specification of data transport mechanism requirements, port and firewall rules, and secure networking requirements.
  - o Monitoring and reporting requirements, identification of exception types and processing of transactions, and bandwidth requirements based on expected transaction volumes.
- JTI will develop the interface to the requirements in the Interface Specification Document.
- Client will test the interface and report issues where the interface does match the requirements specified in the Interface Specification Document within 15 workdays. If no issues are reported within 15 days, then the system configuration will be deemed to be accepted.
- JTI will fix any issues and the client will test again.
- There will be a maximum of 3 iterations of testing
- The client will be responsible for ensuring the cooperation of its other contractors that are counterparties to the interfaces.
- A separate post-Go Live SOW will set forth the terms under which JTI will implement an interface with eCourt for no additional cost.

F. Document Templates

- Client will provide list of document templates, including samples and specifications.
- Client and JTI will configure the document templates.

- Client will test configuration meets the requirements and report issues where the configuration does not meet the requirements within 15 workdays. If no issues are reported within 15 days, then the system configuration will be deemed to be accepted.
- Client and JTI will fix any issues and the Client will test again.
- There will be a maximum of 3 iterations for testing.

G. Workflow Processes

- Client will document configuration requirements with JTI's assistance.

- JTI and Client will identify changes and will finalize the new workflows.
- JTI will configure the new workflows in the system.
- Client will test if the configuration meets the requirements and report issues where the configuration does not meet the requirements within 15 workdays. If no issues are reported within 15 days, then the system configuration will be deemed to be accepted.
- JTI will fix any issues and the Client will test again.
- There will be a maximum of 3 iterations for testing.

H. Searches and Reports

- Client will provide a list of searches and reports, including samples, specifications and distributions.
- JTI and Client will determine the searches and reports needed in the future system.
- Client will document the search/report requirements with JTI's assistance.
- Client and JTI will configure the searches and reports.
- Client will test configured search/reports within 15 workdays and report any issues. If no issues are reported within 15 days, then the system configuration will be deemed to be accepted.
- JTI will fix the issues and the Client will test again.
- There will be a maximum of 3 iterations for testing.

I. Public Portal

- JTI will demonstrate the functionality to the Client's IT staff for evaluation.
- Client will provide JTI a set of written use cases that they want the Portal to support.
- JTI and Client will determine the use cases to be implemented in the portal.
- JTI will implement the necessary Portal configuration to support the use cases.
- Once JTI completes the initial configuration, Client will begin acceptance testing against the functionality defined in the use cases.
- Client will report issues where the configuration does not match the specification within 15 workdays to JTI and the appropriate configuration changes will be made. If no issues are reported within 15 days, then the system configuration will be deemed to be accepted.
- JTI will fix any issues and the client will test again.
- There will be a maximum of 3 iterations for testing.

J. *Full system testing*

- Client and JTI will develop a testing plan.
- Client will conduct full system testing per the testing plan report issues where the configuration does not match the specification within 15 workdays to JTI and appropriate configuration changes will be made. If no issues are reported within 15 days, then the system configuration will be deemed to be accepted.
- JTI will fix any issues and the client will test again.
- There will be a maximum of 3 iterations for testing.

K. *Cutover Plan, Implementation Training and Deployment*

- Client and JTI will determine the deployment plan and schedule.
- Client, with JTI's assistance, will develop a training plan.
- Client will deliver end user training.
- JTI will create a deployment plan with Client's assistance.
- Prior to the go-live Client will sign a formal acceptance that the system configurations fulfill its requirements and will pay fees outlined in the Professional Services Agreement and License, Maintenance and Support Agreement.
- Final conversion and deployment will bring the system live in the production environment.