



**JANO JUSTICE SYSTEMS, INC.  
LICENSED PROGRAM MAINTENANCE AGREEMENT**

Effective Date: December 1, 2009

Name of Licensed Program and Description	Source Code Incl.?	Designated Machine: Type, Model and Serial Number	Distributio Medium
CLERICUS MAGNUS Integrated Justice System	Yes	IBM Power iSeries 9406-520 on the Champaign County Network.	N/A

Initial Maintenance Period Start Date	Initial Maintenance Period End Date	Total Period Maintenance Fee	Maintenance Fee Payment Frequency	Electroni the Coun Support'
For each module, the initial maintenance period begins on December 1, 2009.	November 30, 2012	Year 1 - \$101,554 (4% Inc) Year 2 - \$103,585 (2% Inc) Year 3 - \$105,892 (2.25% Inc)	Annual -- Due by December 31 <sup>st</sup> of each year	Yes

Champaign County's Designated Contact Persons
Name: Kirk Bedwell; 217-384-3753



This Licensed Program Maintenance Agreement (this "Agreement") is made as of the date set forth above (the "Effective Date") by and between Jano Justice Systems, Inc., a Mississippi corporation formerly known as Jano Data Systems, Inc. ("JJS"), with its principal office located at 4798 McWillie Drive, Suite D, Jackson, Mississippi 39206, and the County of Champaign, Illinois, a body politic ("County"), with its principal office located at 1776 East Washington St., Urbana, Illinois 61802.

RECITALS:

Whereas, JJS and the County have entered into a Software License Agreement for RFP 200-024 dated October 25, 2002 (the "Software License Agreement"); and

Whereas, JJS and the County intend that JJS shall provide software maintenance and support services for the software that is the subject of the Software License Agreement.

NOW THEREFORE, in consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** This Agreement describes the services, fees and procedure whereby JJS will provide the Program Maintenance Services (as defined hereafter) to the County. In this Agreement, the following terms shall have the following meanings. Capitalized terms used, but not defined, herein shall have the respective meanings ascribed to them in the Prime Contract.

a. **Licensed Program(s).** The term "Licensed Programs" or "Licensed Program" refers to the JJS computer program, including both source code and object code, commonly known as CLERICUS MAGNUS Integrated Justice Information System which is incorporated herein by this reference, including both the standard and optional features therein, that has been provided to and for the benefit of the County and its Affiliates.

b. **Associated Documentation.** The term "Associated Documentation" refers to any written materials relating to any Licensed Program, including, without limitation, installation instructions, operating service manuals, and training materials provided by JJS in connection with any Licensed Program.



c. **Software.** The term "Software" refers to the Licensed Programs and Associated Documentation, and any corrections, modifications, additions, revisions, or enhancements of the Licensed Programs and Associated Documentation, that are provided to the County pursuant to this Agreement or the Software License Agreement.

2. **Program Maintenance Services.** The following program maintenance services shall be provided by JJS under this Agreement (collectively, the "Program Maintenance Services"):

a. **Licensed Program Services:** JJS will attempt to duplicate any problem the County is having, and, if the problem is caused by a defect in the Software, JJS will promptly correct or provide a reasonable bypass for the defect. A "defect" is defined as any problem in the Software which causes it to deviate from the specifications and the warranties for such Software set forth in the Software License Agreement and the Prime Contract. A "reasonable bypass" is a temporary workaround that provides substantially all of the previously-existing functionality and features of the Software without involving any material increase in time, resources, or effort on the part of the County or its Affiliates, or any material degradation in performance of the Software. Corrections of defects will be made by JJS through distribution of Software fixes, either on magnetic media or via electronic customer support (as described below). Cumulative defect corrections will be included with new Software releases when such releases are distributed. The County agrees to provide JJS with reasonable access to any of the County's computers, or to any of its information technology personnel, as needed and as reasonably requested, to assist JJS personnel in ascertaining the nature and extent of the problem and in determining possible solutions. Jano shall provide reasonable methods by which the County's designated contact persons shall report problems or apparent defects with the Software (including providing a toll-free telephone number, a facsimile number, an email address, and the URL of a World-Wide Web site through which problem reports may be submitted). Upon receiving the report of any problem, JJS shall immediately assign appropriately qualified personnel and begin diligent efforts to determine the cause of, and to promptly resolve, such problem. JJS shall continuously use its best efforts to resolve critical problems (i.e., those in which all or a substantial portion of the functionality of a Licensed Program or the System is unavailable for use by a significant number of the County's or its Affiliates end-users) within eight (8) hours after such problem was reported. JJS shall use all commercially reasonable efforts to resolve non-critical problems within two (2) days, or as soon as commercially reasonable given the nature and extent of the impact of such



problem upon the County and its Affiliates. JJS shall keep the County reasonably updated as to the status of all reported, but unresolved, problems.

b. Licensed Program Releases. From time to time, updates and releases of the Licensed Programs will be distributed by JJS to its customers (including the County) and shall include, but shall not be limited to, new features, performance improvements, cumulative corrections or fixes, revisions, or enhancements that have been made to the Software since the last release or initial installation (each such update or release, a "Program Release"). JJS shall make available to the County any Program Releases necessary for the County to maintain compatibility with the most current releases and versions of the underlying operating system and database software (and the most current fixes and patches to such releases and versions) within a reasonable amount of time after such releases, versions, fixes, or patches become generally and commercially available to the licensed users of such software. The County shall be offered each Program Release by JJS at approximately the same time that such Program Release is made generally available to JJS's other customers. The County shall have the right, but not the obligation, to install any such Program Release. Installation of a Program Release is the County's responsibility. If the County has made modifications or additions to the Licensed Programs, JJS cannot be responsible for the successful installation of any Program Release, or for the correct operation, in conjunction with the new release, of any change or addition the County has made. Program Releases must be installed within 180 days after JJS makes the release generally available to its customers (including the County). JJS assumes no responsibility for any Licensed Program defects contained in prior Program Releases in the event that a new Program Release has been made available by JJS but is not installed by the County within such 180 day time period, and JJS cannot guarantee that hotline questions regarding such prior Program Releases will be properly or correctly answered. To the extent consistent with the foregoing provisions of this paragraph, each party shall reasonably cooperate with the other with respect to the County's migrating to new releases and versions of operating system or database software (or fixes and patches to such releases and versions) and each party shall use commercially reasonable efforts to keep the other party reasonably well-informed, both prior to and following any such migrations, regarding any problems that might reasonably be anticipated and any problems actually encountered.



c. Telephone Hotline Support: Telephone Hotline Support shall be provided to the County during JJS' normal business hours of 8:00 a.m. to 5:00 p.m. Central time (whether standard or daylight time, as applicable), Monday through Friday. The County agrees to follow any reasonable hotline guidelines, as disseminated by JJS to the County, from time to time, reasonably in advance of when such guidelines take effect. For example, JJS asks that the County inform the JJS operator that the County's call is a hotline call for a particular Licensed Program (giving its name). Telephone Hotline Support includes, but is not limited to, application support and problem resolution for all Licensed Programs, answering "how to" questions, and responding to general inquires.

d. Electronic Customer Support: Electronic Customer Support is provided by JJS by electronically connecting the JJS computer to the County's computer via communication line, allowing JJS to remotely troubleshoot problems and distribute Software fixes to the County electronically. In order to utilize this Electronic Customer Support, the County is required to have, at the County's expense, communications support (hardware, system software, and a telephone connection) that is compatible with JJS, the specifications of which shall be promptly provided to the County in writing upon request. The County must authorize JJS to establish this service and, once authorized, JJS shall promptly establish such service. The parties shall jointly establish the reasonable security ground rules that will be followed. For example, JJS shall be required to obtain the County's written approval to view or change the County's or its Affiliates' data files while performing on-line troubleshooting or corrections. The County may be subject to pay any other telephone toll charges reasonably incurred by JJS in providing electronic customer support. Such charges will be itemized and billed to the County monthly, as provided for in this Agreement.

e. Licensed Program Currency: When an entity other than the County or any of its Affiliates, or a change in applicable laws or regulations, requires a change to be made in a data file layout or a report, or some other change to existing Licensed Program functionality, JJS will promptly make the necessary modifications to the Licensed Programs to comply with those required changes. Modifications necessitated by changes applicable laws or regulations, or by changes required by a regulatory agency, shall be made without charge. When changes are required by the County or any of its Affiliates and those changes require modifications to existing Licensed



Program functionality, JJS has the option of charging the County for the specified changes at the rate of \$132.50 per hour.

3. **Fees, Invoicing and Payment.** The County agrees to pay all undisputed invoiced amounts, according to the terms specified in this Agreement. Payment of an invoice shall be due within thirty (30) days after the County's receipt of the invoice, absent notice by the County of any discrepancies or failure by JJS to provide the Program Maintenance Services in accordance with this Agreement. For each subsequent year of the Initial Maintenance Period (and for each Renewal Maintenance Period, as defined below), the Total Maintenance Period Fee, including the annual fee listed on page 1 of this Agreement, and any additional fees in accordance with Section 7 hereof, shall be invoiced by JJS, and payable by the County, on an annual basis, by December 31<sup>st</sup> of each fiscal year of the contract.

4. **Miscellaneous.** Each party agrees that: (a) it shall not use the other party's name trademarks, trade names, service marks, logos, or other designations in any promotion or publication without the other party's prior written consent (and specifically with regard to JJS, JJS shall not reflect or represent in any promotion or publication that the County or any of its Affiliate approve of, or advocate the use of, the Software, without the County's prior written consent); (b) all information provided by the other party (and with respect to the County, its Affiliates) that could reasonably be considered confidential shall be kept in strict confidence and shall not be disclosed to any third party without the third party signing a reasonable confidentiality agreement; (c) it will notify the other party of any breach of this Agreement and allow the other party a reasonable opportunity (not more than thirty (30) days) to cure any such breach and comply with the terms hereof before it claims that the other party has breached any of its obligations under this Agreement; and (d) if any legal action is taken or initiated as a result of this Agreement, all costs of that legal action, including reasonable legal fees, will be paid by the non-prevailing party.

5. **The County's Responsibilities.** The County agrees: (a) to provide JJS with reasonable access to the County's facilities as necessary for JJS to fulfill its obligations, and if the County becomes aware of any reasonably unsafe conditions, or hazardous materials, to which JJS personnel would be exposed at any of the County's facilities, the County agrees to promptly notify JJS; and (b) to appoint a contact person for the County and one for each of its Affiliates, which contact persons shall have completed all the appropriate JJS training, and who, upon JJS's reasonable request, will disseminate JJS's instructions or corrections throughout the County's organization.



6. **Term and Termination.** At the expiration of the Initial Maintenance Period (as defined on the first page of this Agreement), and upon expiration of each subsequent Renewal Maintenance Period (as defined below), the County shall have the right to purchase maintenance services for an additional twelve (12) month period (each such period, a “Renewal Maintenance Period”), on the same terms and conditions as set forth in this Agreement. JJS shall give the County one hundred twenty (120) days written notice prior to the expiration of the Initial Maintenance Period and of each Renewal Maintenance Period, of its intent to seek a change in the applicable annual maintenance fee. Any such change in the annual maintenance fee for Renewal Maintenance Periods shall be negotiated by the parties in good faith. Either party may terminate this Agreement upon thirty (30) days written notice if the other party is in material breach of any of the terms of this Agreement, provided the breaching party is given prior written notice thereof and reasonable time (not to exceed thirty (30) days) to cure such breach. In the event JJS ceases offering the Program Maintenance Services or maintaining the Licensed Programs for any reason, then the County shall have the right to obtain from JJS, or its successors or representatives acting on behalf of JJS, such documentation as JJS shall have for, and immediate access to, the Software’s source code so that the County may maintain its normal use of, and may modify as necessary, the Licensed Programs. Such documentation and source code shall be licensed to the County without additional charge, in accordance with the terms and conditions set forth in the Software License Agreement.

7. **Upgrade Impact on Maintenance Fees.** In the event the Licensed Programs are upgraded via custom programming under a separate written agreement between the parties (other than the Prime Contract or the Software License Agreement), the Maintenance Period Fee will also be increased by an amount equal to a fraction (where the numerator is the number of months remaining till the anniversary date of the then current maintenance period and the denominator is 12) times the annual maintenance period fee for the custom programming, which in 2010 and 2011 is 14% of the software cost, and in 2012 is 14.5% of the software cost.

8. **Assignment.** Neither party shall assign or in any other manner transfer or convey this Agreement, or any rights, duties, or obligations under this Agreement, without the prior written consent of the other party.



9. **Amendment.** This Agreement may be amended only in a writing signed by both JJS and the County.

10. **Applicable Law and Venue.** This Agreement shall be construed in accordance with, and any and all disputes arising out of or in connection with this Agreement shall be governed by, the laws of the State of Illinois, without regard to conflict of laws provisions thereof. In the event any party commences any legal or equitable action or proceeding to enforce the provisions of this Agreement, or to seek damages as a result of the breach of this Agreement, such action or proceeding shall be brought in a state court in the State of Illinois or in the United States District Court for the Central District of Illinois, and each of the parties hereby expressly consents to the jurisdiction of such courts over themselves and the subject matter of such actions or proceedings.

11. **Relationship of the Parties.** The parties acknowledge and agree that JJS is an independent contractor. The personnel of one party shall not in any way be considered agents or employees of the other. To the extent provided for by law, each party shall be responsible for the acts of its own employees. Each party shall be responsible for Workers' Compensation coverage for its own personnel. Further, JJS represents that it has complied, and warrants that it shall comply, with all federal, state and local laws and regulations regarding business permits and licenses that may be required for its performance under this Agreement and JJS warrants that it shall comply with all applicable laws and regulations in its performance under this Agreement.

12. **Confidentiality of the County Information.** JJS acknowledges that it may have access to confidential information of the County and its Affiliates because of its access to the County's and its Affiliates' records and facilities. JJS shall not use or review any written or verbal information which, by its nature and under the circumstances is confidential, including, but not limited to, information in court files (such as name, addresses, and nature of the matter), and any other information the County or its Affiliates deems confidential and notifies JJS of same. JJS shall in no event disclose any information as to which disclosure is prohibited by applicable law.

13. **Notices.** Any notices given pursuant to this Agreement shall be deemed effective when sent by certified mail, return receipt requested, or when sent via facsimile, transmission confirmed, to the following:



If to the County:                   The County of Champaign Illinois  
**Champaign County Administrator**  
1776 E. Washington Street  
Urbana, Illinois 61802  
Facsimile: (217) 384-3896

If to JJS:                   Vasco Bridges, President  
Jano Justice Systems, Inc.  
4798 McWillie Drive, Suite D  
Jackson, MS 39206  
Facsimile: (601) 362-7622

14. **Severability.** Should any provision of this Agreement be deemed by a court having jurisdiction to be invalid or unenforceable, such provision shall be severed from this Agreement and the remainder of this Agreement shall be deemed valid and enforceable and shall remain in full force and effect.

15. **Waiver.** Any waiver by any party of any breach of any term, covenant or condition of this Agreement shall not be deemed to constitute the waiver of any further breach of such term, covenant or condition or the waiver of any other term, covenant or condition of this Agreement.

16. **Entire Agreement.** This Agreement, the Prime Contract, and the Software License Agreement constitute the entire agreement between the parties regarding the subject matter hereof. Neither of the parties has made any representation, oral or written, with respect to the subject matter of this Agreement, or any representation inducing the execution and/or delivery of this Agreement, except as specifically set forth or referenced herein. Each of the parties also agrees and acknowledges that it has relied on its own judgment in entering into this Agreement.

17. **Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, and their personal representatives, successors and assigns. Each Affiliate of the County shall be deemed an express and intended third-party beneficiary of this Agreement and shall be entitled to assert any claim or suit, or take any other action, to the extent that it shall deem necessary or appropriate to enforce the rights of the County hereunder.

18. **Non-Solicitation.** Each party has gone to considerable time, effort, and expense to develop well-trained, experienced, and professional employees, and considers its employees to be an important asset of its organization. Therefore,



except with the prior written consent of the other party, neither party shall, during the term of this Agreement and for one (1) year after expiration or termination thereof, solicit, attempt to hire, or hire any current or former employee of the other party, unless such person has not been employed by the other party for a period of at least one (1) year.

19. **Problem Reporting** – All issues with the Licensed Programs shall be reported using the JJS online website. A monthly review is to be held to discuss the progress being made on resolution of the problems. All work stoppage issues are to receive priority and should be resolved within three hours of first report. Problems are to be expedited based upon severity and length of time outstanding.

***[SIGNATURE PAGE FOLLOWS.]***

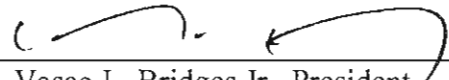


**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the Effective Date set forth above.

**THE COUNTY OF CHAMPAIGN,  
ILLINOIS:**

**JANO JUSTICE SYSTEMS, INC.:**

By   
Chair, Champaign County Board

By   
Vasco L. Bridges Jr., President

Date: 11-23-09

Date: 2 DEC 2009

**ATTEST:**

By:   
Champaign County Clerk

Date: 11-23-09