Amendment #6 to Master Agreement (Lake County contract #17209)
for an Integrated Case Management System
between
County of Lake, Illinois and Journal Technologies, Inc.

This AMENDMENT (the "Amendment") to the Master Agreement for an Integrated Case Management System dated May 15, 2019 and amended from time to time thereafter ("the Master Agreement"), between the County of Lake, Illinois, ("County"), and Journal Technologies, Inc. ("JTI") is made as of the date of the last signature below.

RECITALS

Whereas:

(a) The parties entered into the Master Agreement to facilitate the implementation, licensing, support, maintenance and hosting of JTI's eCourt, eProsecutor, and eDefender software solutions (together, the "Licensed Software") across various County justice agencies;

(b) Pursuant to the Master Agreement the parties also executed a Professional Services Agreement ("PSA") and a Software License, Maintenance and Support Agreement ("License Agreement") to govern the implementation and ongoing use of the Licensed Software;

(c) The parties executed Amendment #1 on August 31, 2020, a Letter of Agreement dated October 7, 2021, Amendment #2 on February 23, 2022, Amendment #3 on July 28, 2022, Amendment #4 on March 14, 2023, Amendment #5 on September 29, 2023 and a license change request on October 24, 2023.

(d) County now desires that JTI implement and license to County an additional solution, "eSupervision." This additional solution will be implemented in accordance with a new statement of work document, attached hereto (as new PSA Exhibit B-1-PS). Pricing for the associated implementation work shall be set forth in a new PSA pricing exhibit (Exhibit A-1-PS), and pricing for the licensing, maintenance, support and hosting shall be added as a new section to the License Agreement's existing pricing exhibit (Exhibit A-SL).

Now, therefore, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. New Exhibits to PSA

The following exhibits, attached to this Amendment, are hereby added to the PSA and incorporated therein:

- Exhibit A-1-PS: eSupervision Professional Services Pricing

- Exhibit B-1-PS: eSupervision Statement of Work

2. New Section Added to License Agreement Pricing Exhibit

The following new section is added to Exhibit A-SL (titled "License, maintenance and Support Fees) of the License Agreement, to reflect the fees associated with County's licensing of eSupervision, and the fees associated with Maintenance, Support and hosted services County shall receive in relation thereto:

D. eSupervision

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

2.   **Annual eSupervision License, Maintenance and Support Fees:** $156,500 (and adjusted for any CPI increase after the first year, which shall not exceed 3% annually), which includes:

(a)   eSupervision Software licenses for up to a total of 150 agency Users (i.e., Users identified in clause (a) of the definition of "User" in the Master Agreement).

(b)   30 additional licenses (i.e., 20% of agency Users) for unlimited use of the eSupervision Public Portal by other governmental agencies including those accessing the eSupervision Software via interfaces or the Public Portal, (i.e., Users identified in clause (b) of such "User" definition). The actual number of such Users as defined in such clause (b) is immaterial.

(c)   15 additional licenses (i.e., 10% of agency Users) for unlimited use of eSupervision Public Portal or interfaces by public Users (i.e., Users identified in clause (c) of such "User" definition). The actual number of such Users as defined in such clause (c) is immaterial.

For a total of up to **195** User licenses.

Annually, prior to the time of the anniversary of eSupervision Go Live, Licensor shall send the County an invoice identifying the number of eSupervision Users and the payment total for those Users, which total amount County shall pay in full for the first annual payment, and then in semi-annual installments for all periods extending beyond the first annual payment. Licensor shall cap the number of eSupervision Users to the amount invoiced, unless the County requests in writing a higher or lower number of eSupervision users. If the number of agency Users increases or decreases, the annual License, Maintenance and Support Fees will be adjusted pursuant to the pricing table set forth below, but subject in all events to a minimum annual License, Maintenance and Support Fee of $50,000:

User Groups*	User Licenses	Annual License, Maintenance and Support Fees	
		Per License	For Group
1-50	50	$ 1,000	$ 50,000
51-100	50	800	40,000
101-200	100	700	70,000
201-500	300	500	150,000
501-1000	500	350	175,000

*The actual number of User licenses will be used to determine the annual fee, with 50 licenses being the minimum. Each additional agency User shall require the purchase of 1.3 additional User licenses.

An annual CPI adjustment will automatically be applied to the annual License, Maintenance and Support Fees for each year of the eSupervision License Term after the first year, which shall not exceed 3% annually.

3.   **Annual eSupervision Hosting and Storage Fees:** $93,500 (and adjusted for any CPI increase after the first year, which shall not exceed 3% annually), which includes 1TB of database storage, with each additional TB priced at $4,000 annually, plus an additional $13,000 for a reporting server provided via JTI's cloud service leveraging AWS.

    a. Object (files/docs/videos) Storage. Object storage shall be charged in accordance with Licensee's usage, and pursuant to the table set forth below. Object storage fees are subject to change throughout the course of the Agreement upon 60 days prior notice by Licensor. These are generally billed at the end of County's standard billing cycle (i.e. for the first year following eSupervision Go Live, at the end of the 12-month period; and thereafter at the end of each six-month period, based on County's actual usage), but if County's usage exceeds a certain threshold (currently 2TB), Licensor reserves the right to bill on a monthly basis:

Service	Price per month

Storage – Frequent Access Tier	$0.093 per GB
Storage – Infrequent Access Tier	$0.055 per GB
Storage – Archive Access Tier	$0.0278 per GB

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

If the number of agency Users increases or decreases, the annual Hosting and Storage Fees will be adjusted pursuant to the pricing table set forth below, but subject in all events to a minimum annual Hosting and Storage Fees of $40,000:

		Annual Hosting Fees _(Excluding document storage)_	
User Groups*	User Licenses	Per License	For Group
1-50	50	$800	$40,000
51-100	50	500	25,000
101-200	100	300	30,000
201-500	300	250	75,000
501-1000	500	200	100,000

*The actual number of User licenses will be used to determine the annual fee, with 50 licenses being the minimum. Each additional agency User shall require the purchase of 1.3 additional User licenses.

Payment of the Annual Hosting and Storage Fees shall be subject to the same payment schedule as the annual License Fees and shall also be subject to an annual CPI increase adjustment. For the avoidance of doubt, Licensee shall continue to pay both the annual License, Maintenance and Support Fees and the Annual Hosting and Storage Fees.

In addition to the annual Hosting and Storage Fees that will be charged during the License Term as set forth above, if County elects to have Licensor host the data conversion testing environment during the project implementation period prior to Go Live, or provide any other hosted services prior to Go Live, Licensee will pay a monthly fee of $7,800, which Licensor will invoice on a monthly basis beginning at the commencement of such services.

4.   **SMS Rates:** SMS pricing follows a tiered annual model based on the number of messages sent. Packages start at $2,000 per year for up to 5,000 messages, with volume discounts bringing the per-message rate as low as $0.04. Since mobile carriers break longer texts into 160-character segments, each segment counts toward the total. Volume estimates can be calculated using standardized formulas based on case or agency volume, adoption rates,

and average message length.

Formula: Estimated Segments = C × P × H × A × S
C = annual cases, P = parties/case, H = hearings/year,
A = adoption rate, S = segments/message (1–2)
Example: 5,000 × 2 × 4 × 0.5 × 2 = 40,000 segments

Message Volume (per Year)	Annual Package Price	Per Message Segment Price
1 – 5,000	$2,000	$0.40
5,001 – 25,000	$7,000	$0.28
25,001 – 50,000	$10,500	$0.21
50,001 – 100,000	$17,500	$0.18
100,001 – 500,000	$33,500	$0.07
500,001 – 1,000,000	$49,000	$0.05
1,000,001+	$49,000 + $0.04 per additional message	$0.04 (beyond 1M)

Annual packages are billed at the beginning of the contract period based on estimated volumes (for County, such initial estimate is 50,001-100,000 messages at **$17,500**/yr). If actual volumes exceed the estimate, we will automatically advance County to the next tier and issue a bill for the difference.

1. Terms applicable to SMS functionality: Some features of the Licensed Software may include SMS (text messaging) functionality powered by a third-party service provider. Currently, this functionality is provided through Twilio, Inc. ("Twilio"), and the County's use of such SMS functionality is subject to Twilio's Acceptable Use Policy and Terms of Service, as they may be updated from time to time. Currently these can be found at: https://www.twilio.com/en-us/legal/aup and https://www.twilio.com/en-us/legal/tos.

Licensor reserves the right to change its SMS service provider at any time, upon at least sixty (60) days' prior written notice to the County. Continued use of SMS functionality after such notice period constitutes acceptance of the new provider's applicable terms.

Licensor provides SMS functionality solely as a technical capability within the Licensed Software. The decision to enable, configure, and use that functionality - including to determine the recipients, content, timing, and purpose of messages - rests entirely with County. County is solely responsible for ensuring that its use of SMS functionality complies with all applicable laws, rules, and regulations, including but not limited to any consent, opt-in, or opt-out requirements. Licensor does not monitor or control the content or recipients of County messages, and assumes no responsibility for County's compliance with legal requirements relating to message delivery.

Licensor disclaims all liability for any claims, penalties, fines, or damages arising from the

County's or its Users' use of the SMS functionality in violation of applicable law or third-party terms.

3. Effect of Amendment

Except as expressly modified by this Amendment, all terms and conditions of the Master Agreement, the PSA, and the License Agreement shall remain in full force and effect.

4. Counterparts

This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

[Signature Page Follows]

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: Danny Hemnani, CEO

COUNTY OF LAKE, ILLINOIS:

By: _____   Date: _____

Printed Name and Title: _____

Attachment A

New Exhibit 1-A-PS: eSupervision Professional STervices Pricing
(excludes license, maintenance, support, hosting fees)

A. eSupervision Pricing Detail in Overview:

	One-Time Cost
Professional services, including expenses	
Implementation services	$495,000
Interfaces – Require Notice to Proceed (SEE SECTION C)	
eCourt (two-way)	$60,000
eProsecutor (two-way)	$50,000
Socrata (one-way/outbound)	$85,000
Data Conversion (CE & AIMS)	$100,000
Data Conversion (Juvenile Detention)	$100,000
Total	$890,000

B. **Payment Timing; Milestones; Maximum Hours.** Due to requirements dictated by the funding source, the County agrees to transfer the full total above after this Amendment is signed, and no later than June 30, 2025. The parties agree, however, that payments shall be deemed to be earned by JTI based on completion of the milestones identified in the tables Section H ("Project Milestones"), which denote how much of the total above shall be earned as the project progresses. The County acknowledges that the professional services fees are calculated on the good faith estimate that the project will require no more than 5,934 hours and be timeboxed to 18 months. Increases from this estimate due to causes within the County's reasonable control, including without limitation untimely performance by the County of its tasks set forth in Exhibit B-1-PS, design decisions by the County, or scope creep attributable to the County, will result in additional costs billed at Journal Technologies' then-current rate for Services. Conversely, delays attributable to the reasonable control of JTI, including without limitation untimely performance by JTI of its tasks set forth in Exhibit B-1-PS, shall entitle the County to work performed beyond the 5,934 hours and/or 18 months at no cost.

C. **Return of Payment for Non-Performance**. Notwithstanding the full payment made by the County upon execution of this Amendment, JTI agrees that Project Milestones that are not met shall not entitle JTI to payment for the work identified in the milestone. In the event the parties are unable to reach an agreement on the completion of a milestone, using the dispute resolution procedures otherwise set forth in the Agreement, then the County may demand, and JTI must return, the amount associated with the milestone. Such refund shall be paid to the County within 90 days of written notice from County identifying the basis for the refund. This provision shall survive termination of the Agreement and is in addition to, and not in limitation of, any other remedies available to the County under this Agreement or at law.

D. Joint Project; Timeline; Interfaces and Conversions. County and JTI acknowledge that there must be significant involvement from both parties' personnel during the implementation, including with the conversion and interfaces listed in this Attachment. Meeting of targeted project dates set forth in Exhibit B-1-PS will depend on the parties' timely completion of their responsibilities set forth therein.

1. Interfaces require Notice to Proceed and supporting information/documents. The County will be responsible for ensuring the cooperation of its other contractors that are counterparties to the interfaces (except where that contractor is JTI). To help ensure successful interface delivery, the interfaces set forth in this attachment are optional and out-of-scope as of the Contract effective date, and shall only become in-scope once County has provided Journal Technologies, individually for each desired interface:

- a signed Notice-to-Proceed for the desired interface, with exchange partner contact information (if not JTI);
- a complete business description of the desired interface; and
- necessary interface specifications and requirements documentation for the desired interface.

Each interface is limited in scope to a defined exchange of data into or out of a system. A data exchange is triggered by a specific event or action and consists of a specific set of data sent to or received from an exchange partner. Success or failure acknowledgments and error logging are not considered separate data exchanges. Any additional triggered exchanges of data beyond the defined scope may be subject to additional costs.

2. Conversion. Journal Technologies has assumed that Courts 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 Court's IT department. From the common database Journal Technologies will insert it into the Licensed Software thus completing a full data conversion. The Court's IT 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.

E. Taxes. County acknowledges and agrees that Journal Technologies has prepared this exhibit on the assumption that the County is exempt from federal excise taxes and without the inclusion of any Illinois 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 County.

F. Non-Routine Projects. Non-routine projects, including legislative-type updates and subsequent training, and Services that exceed Support (as defined in the License Agreement) will be done pursuant to a Statement of Work using an agreed upon hourly rate plus expenses. Journal Technologies' current hourly rate is $200.

G. Additional Assumptions:

1. Psychological Services. Psychological Services staff access to eSupervision application data without Type A licenses is not included in this Scope of Work. Therefore, this scope of work does not include efforts in areas outside of records access and program management. During project initiation, JTI and the County will review potential requirements and needs for Psychological Services. JTI will provide an additional statement of work to include the time and costs associated with delivering agreed upon functionality if it is within the capability of the eSeries framework.

2. Requirements Lists. Requirements lists frequently contain one- to two-line statements about

functionality that an organization desires in its new system. It is important to note that there are different ways in which a requirement can be interpreted and satisfied. We have done our best to answer the requirements given our experience with a wide variety of customers, but County's interpretation may be different. We expect to work as a partnership with your organization to understand how our software will satisfy these requirements consistent with the software's existing capabilities.

3. UCCI Exchange. UCCI interface is subject to cooperation from the vendor and will be treated as a separate statement of work. To be clear: it is out of scope unless mutually agreed otherwise in the future.

H. Project Milestones

The Milestone Amounts listed below represent the pricing methodology used to determine the total value of the project as identified in Attachment A – New Exhibit 1-A-PS: eSupervision Professional Services Pricing.

Track / Epic	Task	Milestone	Milestone Amount
Project Initiation	Planning and Scheduling	**Project Initiation Complete**	
	Project Initiation Documents		
	Environment Setup		$37,125
Case Structure	Structure Validation Training		
	Structure Specifications Sign-off		
	Directory Specifications Sign-off	**Case Structure Specifications Sign-Off**	$39,600
	Lookup Lists Specifications Sign-Off		
	Create / Add / Update Forms Specification Sign-Off		
	Structure Configuration	**Case Structure Complete**	
			$39,600
Process Workflows	Process Validation Training		
	Process Inventory Review	**Process Workflows Specifications Sign-Off**	
	Process Diagrams Sign-Off		$24,750
	Process Configuration	**Process Workflows Configuration Complete**	
			$44,550

	Workflow Training	**Process Workflows Training Complete**	**$4,950**
Searches	Searches Validation Training	**Searches Specifications Sign-Off**	**$17,325**
	Searches Specifications Sign-off		
	Searches Configuration	**Searches Configuration Complete**	**$19,800**
	Searches Training (Hrs)	**Search Training Complete**	**$4,950**
Reports	Reports Validation Training	**Reports Specifications Sign-Off**	**$17,325**
	Reports Specifications Sign-off		
	Reports Configuration	**Reports Configuration Complete**	**$24,750**
	Reports Training (Hrs)	**Report Training Complete**	**$7,425**
Security	Security Validation Training	**Security Specifications Sign-Off**	**$17,325**
	Security Specification Sign-Off		
	Security Configuration	**Security Configuration Complete**	**$19,800**
Generated Document Templates	Generated Document Template Validation Training	**Document Template Specification Sign-Off**	**$17,325**

	Generated Document Template Specifications Sign-off		
	Generated Document Template Configuration	**Document Template Configuration Complete**	**$24,750**
	Generated Document Template Training (Hrs)	**Document Template Training Complete**	**$7,425**
Portal	Portal Validation Training	**Portal Specifications**	

	Portal Demo/Training	**Sign-Off**	**$14,850**
	Portal Configuration	**Portal Configuration**	
		Complete	**$27,225**
Administrator Training	Administrator Training Delivery	**Administrator Training**	
		Complete	**$17,325**
"Train the Trainer"	Training Development		
	Training Delivery		
		User Training Complete	**$19,800**
Go Live	Go Live Planning		
	Go Live Acceptance	**Go Live Readiness**	
		Acceptance Complete	**$29,700**
Post Go-Live	Stabilization	**90 Day Post Go Live**	
	Support hand-off	**Stabilization Complete**	**$17,325**
			$495,000

Conversion Milestones

	Deliverable	Payment Milestone
	Automon CE Conversion Initiation	$7,500
Conversion – Automon CE	Automon CE Conversion Iteration 1	$15,000
	Automon CE Conversion Iteration 2	$7,500
	Automon CE Conversion Iteration 3	$7,500
	Automon CE Go Live	$12,500
	Total	**$50,000**

Conversion - Automon AIMS		
	Conversion Initiation	$7,500
	Conversion Iteration 1	$15,000
	Conversion Iteration 2	$7,500
	Conversion Iteration 3	$7,500
	Go Live	$12,500
	Total	**$50,000**

Conversion - Tracker		
	Conversion Initiation	$15,000
	Conversion Iteration 1	$30,000
	Conversion Iteration 2	$15,000
	Conversion Iteration 3	$15,000
	Go Live	$25,000
	Total	**$100,000**
	Conversion Total	**$200,000**

Interfaces Milestones

	Deliverable	Payment Milestone
Interfaces - eCourt	Interface Requirements Acceptance	$15,000
	Interface Delivery	$30,000
	Interface Acceptance	$15,000

	Total	**$60,000**
Interfaces - SOCRATA	Interface Requirements Acceptance	$21,250
	Interface Delivery	$42,500
	Interface Acceptance	$21,250
	Total	**$85,000**
Interfaces - eProsecutor	Interface Requirements Acceptance	$12,500
	Interface Delivery	$25,000
	Interface Acceptance	$12,500
	Total	**$50,000**
	Interface Total	**$195,000**
	Implementation Cost Total	**$890,000**

Attachment B

New Exhibit B-1-PS, eSupervision Statement of Work