

## CJT Software License for Application and Support Agreement

This License is for Web-Based Application and Support Agreement (this "Agreement") is entered into as of the 13th day of December 2021 (the "Effective Date") between Effingham County Probate Court 700 North Pine St Suite 146 Springfield, GA 31329 ("Customer") and i3 Verticals, LLC (dba CJT Software) a Delaware limited liability company having its principal offices at 115 Academy St Suite 200 Canton GA 30114 ("CJT"). Mailing Address P.O. Box 5298, Canton, GA 30114.

### 1. DEFINITIONS

In addition to capitalized terms later defined herein, the following capitalized terms shall have the following meanings:

- (a) "Customer" means the court or other entity which has accepted this Agreement and licensed the Application.
- (b) "Deliverables" means the Products and the Services (as those terms are defined below).
- (c) "Documentation" means the user documentation and any other operating, training, and reference manuals relating to the use of the Application, as supplied by CJT to Customer, including any modifications and derivative works thereof.
- (d) "Error" means a substantial reproducible failure of the Application to conform to the specifications set forth in the applicable end user Documentation.
- (e) "Error Correction" means either a modification or addition to, or deletion from the Application that, when made to such Application, establishes substantial conformity of such Application to the specifications therefore as set forth in the applicable end user Documentation, or a procedure or routine that, when observed in the regular operation of the Application, eliminates the practical adverse effect of such Error on Customer and is indicated by a change in the third digit of a version number, e.g. from 5.0.1 to 5.0.2.
- (f) "Attachment" means an attachment to this Agreement signed by both parties and incorporated herein by this reference.
- (g) "Major Release" means a revision to the Application that is not separately marketed by CJT as indicated by a change in the first digit of a version number, e.g., from 4.0.0 to 5.0.0.
- (h) "Minor Release" means a revision to the Application which is not separately marketed by CJT as indicated by a change in the second digit, e.g., from 4.0.0 to 4.1.0.
- (i) "Products" means the Application, Documentation and any hardware purchased by Customer from CJT (the "Hardware").
- (j) "Release" means either a Major Release or a Minor Release.
- (k) "Services" means the Support Services, Training Services, Integration Services, Additional Services (if any are ordered by Customer), and any other services provided by CJT to Customer pursuant to this Agreement or an Attachment.
- (l) "Application" means access to the CJT program with which this license is distributed as set forth on an Attachment.
- (m) "Users" means Customer's employees who are permitted to use the Application as described in Section 2 below and as may be limited by an Attachment.

### 2. LICENSE OF APPLICATION

- 2.1. Subject to the terms and conditions of this Agreement, including, without limitation, the payment of any "License and Maintenance Fees" (as defined in Section 8) and any additional restrictions set forth on the applicable Attachment for the Application, CJT hereby grants to Customer a non-exclusive, non-transferable license during the "Initial Term" and any "Renewal Terms" (each defined in Section 11 below):

- (a) to use, and allow Users to use, the Application in executable code form only, with the number of copies designated on the Attachment, for Customer's internal, in-house purposes only to access and process Customer's data, which will be stored on CJT's cloud server;
- (b) to use the Documentation as reasonably necessary for Customer's internal use related to the Application license granted under subsection (a) above.

- 2.2 Customer is responsible for all use of Customer's account and maintaining the confidentiality of all usernames, passwords and related information. Customer hereby covenants that Customer will not permit the sharing of usernames, passwords and account numbers and related information by Customer's employees, agents, independent contractors, officers, managers, directors or other affiliated entities; provided, however, if a User leaves Customer's employ or transfers to an unrelated position in Customer's employ, Customer may designate a replacement User without charge. When selecting usernames, Customer shall select unique usernames and such usernames shall not be obscene, defamatory, harassing, offensive or malicious.
- 2.3. Customer agrees that any additional Application or services purchased by Customer that are not accompanied by a corresponding agreement at the time of purchase or access will be covered under the terms of this Agreement.

### **3. RESERVATION OF RIGHTS**

CJT reserves all rights not expressly granted herein. Customer and Users may use the Application and Documentation only to access and process Customer's own data and may not: (i) use, or permit any third party to use, the Application or Documentation for time-sharing, rental, or service bureau purposes; (ii) copy, modify, sublicense, distribute, transfer, transmit or translate the Application or Documentation; or (iii) reverse engineer, decompile, disassemble or obtain possession of any source code or other technical material relating to the Application except only and to the extent otherwise permitted by applicable law. Customer shall not remove any proprietary notices on the Application and Documentation and shall affix all proprietary notices affixed to the original Application and Documentation delivered to Customer to all copies of the Application and Documentation permitted to be made hereunder. Customer shall take reasonable efforts to ensure that the Users adhere to the terms of this Agreement, including without limitation the terms of Sections 2, 3 and 12 hereof. Customer agrees to be responsible for any of Customer's employee's breach of the terms hereof.

### **4. INTEGRATION SERVICES**

If purchased by Customer and as set forth on an Attachment, CJT will provide a link to the Application to Customer and integrate and configure such Application at Customer's location(s) ("Integration Services"). If Customer purchases Hardware from CJT, Integration Services may include installation of the Hardware, if set forth on the applicable Attachment. The date that CJT completes the foregoing Integration is referred to as the "Integration Date." All other quoted Integration dates, including dates related to terms such as "Integration," "completion of training" and "live," if any, are estimates only and shall not constitute obligations of CJT.

### **5. TRAINING SERVICES**

If Customer has paid training fees associated with the Application as set forth on Attachment A ("Training Fees"), CJT shall provide the Training Services, for the number of days and designated Users, as set forth on the Attachment. Customer shall be solely responsible for all transportation, lodging, meals or any other expenses incurred by Customer's Users attending such Training Services.

## 6. SUPPORT SERVICES

During the term of the Agreement, and subject to the terms and conditions hereof, CJT agrees to provide to Customer the following support services with respect to the Application (collectively, the "Support Services"):

- 6.1. CJT shall provide Customer technical assistance by telephone or on-line with the Integration and use of the Application, the identification of Application problems and the reporting of Errors. CJT will respond to phone calls from Support Contacts pursuant to the terms of Exhibit B attached hereto and made a part hereof by this reference. Customer shall designate no more than two (2) technical contacts to request and receive telephone or on-line support services from CJT as set forth below ("Support Contacts").
- 6.2. CJT will use commercially reasonable efforts to correct all Errors. Upon delivery of an Error Correction, such Error Correction shall be considered to be a part of the Application.
- 6.3. CJT shall make available to Customer from time to time each Minor and Major Release of the Application that CJT makes generally available without additional charge to its customers. It is anticipated that Minor Releases will be done specifically for Error Corrections, with Major Releases to be done quarterly.
- 6.4. CJT shall not be responsible for: (a) correcting Errors resulting from misuse, negligence, revision, modification, or improper use by Customer or any other person or entity of the Application or any portion thereof; (b) Application or hardware other than the Application (or Hardware, to the extent Customer has purchased maintenance services for the Hardware specified in an Attachment); (c) failure by Customer to install mandatory Error Corrections or Releases provided to Customer by CJT from time to time; (d) Application (i) installed on any equipment other than that possessing the minimum requirements set forth in the Documentation or (ii) used with any Application not specified in the applicable end user Documentation. In the event CJT provides support for support claims by Customer arising from the foregoing, such services shall be billed to Customer as Additional Services (defined below) In no event shall CJT be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of or in any way connected with the use of this Application or with the delay or inability to use it (or any linked sites), or for any information, Application, products and services obtained through this Application, or otherwise arising out of the use of this Application, the Internet generally, the failure of Customer to properly network its computer systems. Access blockages caused by Customer's own firewalls. or on any other basis (whether based on contract, tort, strict liability or otherwise).

## 7. ADDITIONAL SERVICES

Customer may request and CJT may provide, subject to CJT's agreement, the availability of CJT personnel and both parties' execution of an Attachment, additional services related to the Application and Hardware that are not previously identified on an Attachment (the "Additional Services"). The Additional Services shall be charged to Customer at CJT's then current time and materials charges, together with the cost of any additional or replacement hardware or other components provided in connection with such Additional Services. All on-site support services provided by CJT are billed as Additional Services.

## 8. FEES, EXPENSES, AND PAYMENT

- 8.1. Customer shall pay to CJT the fees for the Application and Support Services ("License and Maintenance Fees") in the amounts and in accordance with the Attachments. The initial month's License and Maintenance Fees are payable beginning the 15<sup>th</sup> of the month following the Integration Date. The Integration fee, if applicable, is due and payable upon the Integration Date. Amounts due for each Renewal Term shall be invoiced and paid as set forth in Section 11. Should Customer add any additional Products or Services, Customer shall pay the amount set forth on the relevant Attachment.

- 8.2 Customer shall pay CJT the Training Fees (if Customer has purchased Training Services) and Integration Services in accordance with the invoices presented to Customer pursuant to an Attachment.
- 8.3 Customer shall reimburse CJT for all costs and expenses, including without limitation, reasonable travel expenses (including transportation and lodging) ("Expenses") incurred in rendering on-site Services to Customer for any issues that are not the responsibility of CJT as set forth in the Agreement.
- 8.4 Customer agrees to pay all fees as set forth in an applicable Attachment presented to Customer for the Deliverables (the "Fees") and all Expenses. All such Fees and Expenses shall be paid within thirty (30) days after the date of any invoice issued pursuant to an Attachment.
- 8.5 All Fees and Expenses payable to CJT under this Agreement are net amounts to be received by CJT, exclusive of all sales taxes, value added taxes, assessments, and similar taxes and duties (collectively, the "Taxes") and are not subject to offset or reduction because of any Taxes incurred by Customer or otherwise due as a result of this Agreement. Customer shall be responsible for and shall pay directly, any and all Taxes relating to the performance of this Agreement, provided that this paragraph shall not apply to taxes based solely on CJT's income.
- 8.7 During the term of this Agreement, Customer grants CJT the right to enter Customer's premises during business hours for the sole purpose of examining Customer's records and other information relating to Customer's use of the Application. If this examination reveals that Customer have improperly used the Application, such conduct shall be considered a material breach of this Agreement and CJT may choose to either terminate this Agreement or invoice Customer for such unauthorized use based upon CJT's standard fees in effect at the time the examination is completed.

## 9. CUSTOMER'S OBLIGATIONS

- 9.1 Customer shall not load or operate any computer software on the computer that runs the Application if such software would conflict or interfere with the use or performance of the Application.
- 9.2 Customer shall be solely responsible for: (a) procuring all computer hardware, peripherals, device drivers, third party operating systems, and other third party Application which may be required to operate the Application, other than the Hardware; (b) the compatibility of Customer's computer hardware, peripherals, device drivers, third party operating systems, and other third party Application with the Application and/or Hardware; (c) providing a safe and suitable location for Integration, use, and operation of the Application in accordance with any instructions that may be reasonably specified by CJT; (d) providing the local area network infrastructure, cabling, and all cabling services in preparation for the Integration of the Application and/or Hardware; (e) providing and maintaining the appropriate environment for operating the Application and maintaining back-up and disaster recovery facilities; and (f) except to the extent provided by CJT as a part of Integration Services, all data entry and loading of Customer's data.
- 9.3 Customer shall ensure that all Support Contacts and any of Customer's employees who are responsible for the operating and managing the Application or any other activities related to Application have received CJT's Training Services. In the event a Support Contact is appointed who is not trained by CJT Training Services, Customer agree to notify CJT in writing promptly thereof and purchase Training Services for such Support Contact.
- 9.4 Customer shall provide to CJT broadband access to the Application such that CJT to complete the Support Services. Customer, at Customer's expense, shall provide the necessary modem or other hardware and shall license and install such remote access Application reasonably specified by CJT for the purposes of providing such broadband access. Upon the reasonable request of CJT, Customer shall provide CJT with access to all locations at which the Application is installed.

## 10. INDEMNIFICATION

- 10.1 CJT will indemnify, defend and hold harmless, to the extent allowed by Georgia law, Customer from and against any and all losses, costs, expenses (including attorneys' fees and expenses), claims, liabilities, or damages of any kind incurred or suffered by Customer arising out of claims that the Application infringes a U.S. copyright or trade secret. The right of indemnification set forth in this Section only applies if the alleged infringement or misappropriation is not caused by or contributed to by (i) modifications to Application made by Customer or any other third party; (ii) third party Application, whether or not provided by CJT; (iii) the combination, operation or use of the Application with any software, equipment, data or other materials except those provided by CJT under this Agreement; (iv) use of Application: (A) with equipment other than that possessing the minimum requirements set forth in the Documentation or (B) in any way except in accordance with this Agreement and the Documentation; or (v) Customer's failure to implement CJT-provided updates, fixes or patches to the Application that would otherwise avoid the applicable infringement or misappropriation. In the event of such a claim, CJT will have the option, in CJT's sole discretion, to: (i) replace the Application, (ii) modify the Application to make it non-infringing, or (iii) terminate the license to the Application and refund all license fees paid to CJT by Customer for same after deduction of an appropriate charge for depreciation based on use by Customer prior to such removal, and Customer shall have no other recourse against CJT. **THIS SECTION 10.1 REPRESENTS CJT'S SOLE OBLIGATION AND CUSTOMER'S EXCLUSIVE REMEDY FOR ANY CLAIM OF INFRINGEMENT.**
- 10.2 Customer agrees to indemnify and hold CJT harmless, to the extent allowed by law, from and against any and all losses, costs, expenses (including reasonable attorneys' fees and expenses), claims, liabilities, or damages of any kind incurred or suffered by CJT which result from or arise out of any claim or liability arising as a result, in whole or in part, from (i) Customer's or User's violation of Sections 2, 3 or 12 of this Agreement; or (ii) Customer's or User's violation of any rule, regulation, requirement or law of any foreign, federal, state or local governmental authority.
- 10.3 The rights of a party under this Section 10 to be indemnified shall be subject to all of the following: (a) the indemnified party (the "Indemnitee") must notify the indemnifying party (the "Indemnitor") in writing promptly upon learning that such claim has been or may be asserted, (b) the Indemnitor shall have sole control over the defense of such claim and any negotiations for the settlement or compromise thereof, and (c) the Indemnitee shall provide reasonable assistance and cooperation to the Indemnitor to facilitate the settlement or defense of any such claim.

## 11. TERMS AND TERMINATION

- 11.1 Unless sooner terminated as provided in Section 11.2, (a) the term of this Agreement will commence on the Integration Date and continue in effect for an initial period of 3 years( 36 ) months immediately thereafter ("Initial Term"), and (b) the term of this Agreement will automatically renew for additional successive terms of one (1) year (each a "Renewal Term"), unless either party provides written notice to the other party at least thirty (30) days prior to the end of the then-current term of its intent not to renew the term of this Agreement. After the Initial Term, CJT may adjust the License and Maintenance Fees for subsequent periods as a condition of the renewal of the term. Any termination of this Agreement shall terminate the entire Agreement, including any Attachments attached to this Agreement.
- 11.2 Termination. This Agreement may be terminated at any time upon the giving of written notice:

- (i) By either party in the event the other party breaches any obligations under Section 12 hereof; (ii) By Customer in the event that CJT fails to commence remedying any default under this Agreement for a period continuing more than thirty (30) days after Customer has given CJT written notice specifying such default; or
- (iii) By CJT in the event that Customer: (a) defaults of any payment obligations or intentionally breaches Sections 2 or 3 of this Agreement; (b) fails to commence remedying any other default under this Agreement for a period continuing more than thirty (30) days after CJT has given Customer written notice specifying such default; or (c) makes an assignment for the benefit of creditors, or commence or have commenced against Customer any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws or laws of debtor's moratorium.

- 11.3 Upon termination or expiration of this Agreement for any reason, (a) Customer shall immediately return to CJT all property of CJT or its suppliers, including, but not limited to, the Application and the "Proprietary Information" (as defined in Section 12) of CJT and (b) all rights and licenses granted by CJT hereunder to Customer shall immediately cease. CJT shall deliver Customer's data by \_\_email or ftp\_\_\_\_\_ within \_14\_ days of termination.
- 11.4 Upon termination or expiration of this Agreement, Sections 1, 3, 8, and 10-14 of this Agreement shall survive such termination or expiration.

**12. CONFIDENTIALITY**

- 12.1 In the performance of this Agreement, either party may disclose to the other certain Proprietary Information. For the purposes of this Agreement, "Proprietary Information" means information that is of value to its owner and is treated as confidential. Proprietary Information includes, without limitation, all non-public information pertaining to the Application and the Deliverables.
- 12.2 Both parties acknowledge and agree that the Proprietary Information shall remain the sole and exclusive property of the disclosing party or a third party providing such information to the disclosing party. The receiving party agrees to hold the Proprietary Information disclosed by the other party in strictest confidence and not to, directly or indirectly, copy, use, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose, cause to be disclosed, or otherwise transfer the Proprietary Information for any purpose whatsoever other than as expressly provided by this Agreement. The disclosure of the Proprietary Information does not confer upon the receiving party any license, interest, or rights of any kind in or to the Proprietary Information, except as expressly provided under this Agreement. Subject to the terms set forth herein, the receiving party shall not disclose the Proprietary Information to a third party without the written consent of the disclosing party and shall protect the Proprietary Information of the disclosing party with the same degree of protection and care the receiving party uses to protect its own Proprietary Information, but in no event less than reasonable care. Notwithstanding the foregoing, CJT may disclose this Agreement to its investors, proposed investors, and assignees or proposed assignees that are subject to confidentiality restrictions similar to the provisions set forth in this Section.
- 12.3 Nothing in this Section shall prohibit or limit the receiving party's use of information if (i) at the time of disclosure hereunder, such information is generally available to the public; (ii) after disclosure hereunder such information becomes generally available to the public, except through breach of this Agreement by the receiving party; (iii) the receiving party can demonstrate such information was in its possession prior to the time of disclosure by the disclosing party; (iv) the information becomes available to the receiving party from a third party which is not legally prohibited from disclosing such information; (v) the receiving party can demonstrate the information was developed by or for it independently without the use of such information; (vi) it is Proprietary Information which, five (5) years after the term of this Agreement is not considered a "trade secret" under applicable law; or if such information is required to be disclosed under the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq.

to the extent permitted by Georgia Law. If disclosure is required under applicable law or regulation, the receiving party shall notify the disclosing party and provide assistance in obtaining an appropriate protective order.

### 13. WARRANTY DISCLAIMER

**CJT AND ITS THIRD PARTY SUPPLIERS PROVIDE THE APPLICATION AND THE SERVICES “AS IS.” NEITHER CJT NOR ANY THIRD PARTY SUPPLIERS MAKE ANY WARRANTIES, REPRESENTATIONS, CONDITIONS, OR GUARANTIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, ORAL OR WRITTEN STATEMENTS, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR OF ERROR FREE AND UNINTERRUPTED USE, ALL OF WHICH ARE HEREBY EXCLUDED AND DISCLAIMED IN ALL RESPECTS.**

### 14. LIMITATION OF LIABILITY

- 14.1 IN NO EVENT WILL CJT, ITS SUBSIDIARIES, ASSOCIATED COMPANIES, OR SUPPLIERS, BE LIABLE TO CUSTOMER OR ANY USERS UNDER THIS AGREEMENT OR OTHERWISE, REGARDLESS OF THE FORM OF CLAIM OR ACTION, IN AN AMOUNT THAT EXCEEDS THE TOTAL FEES RECEIVED BY CJT UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH GAVE RISE TO SUCH CLAIM.
- 14.2 IN NO EVENT WILL CJT, ITS SUBSIDIARIES, ASSOCIATED COMPANIES, OR SUPPLIERS, BE LIABLE TO CUSTOMER OR ANY USERS FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES OR COSTS (INCLUDING LEGAL FEES AND EXPENSES) OR LOSS OF GOODWILL OR PROFIT IN CONNECTION WITH THE SUPPLY, USE OR PERFORMANCE OF OR INABILITY TO USE THE DELIVERABLES OR IN CONNECTION WITH ANY CLAIM ARISING FROM THIS AGREEMENT OR THE USE OF THE DELIVERABLES, REGARDLESS OF THE FORM OF CLAIM OR ACTION, EVEN IF CJT, ITS SUBSIDIARIES, ASSOCIATED COMPANIES, OR SUPPLIERS, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS.
- 14.3 Without limiting the foregoing, Customer agrees that neither CJT nor any of its officers, directors, agents, or employees shall have any liability for errors or omissions in the output of the Application whether such errors or omissions are caused by errors or inaccuracies in the conversion of data as inputs to the Application, in the transmission of such data, or in the display of such data, or otherwise.
- 14.4 Customer acknowledges and agrees that the allocation of risks provided in this Agreement are reflected in the Fees and other charges provided hereunder and are reasonable and appropriate under the circumstances and that CJT cannot control the manner in which and the purpose for which Customer shall use the Application.
- 14.5 Without limiting the materiality of any other term, Customer acknowledges that each provision in this Agreement providing for the protection of CJT's copyrights, Proprietary Information and other proprietary rights is material to this Agreement. Customer agrees that any threatened or actual breach of CJT's copyrights, Proprietary Information or other proprietary rights by Customer shall constitute immediate, irreparable harm to CJT for which monetary damages is an inadequate remedy and for which equitable remedies may be awarded by a court of competent jurisdiction without requiring CJT to post any bond or any other security. Nothing contained herein shall limit either party's right to any remedies at law, including the recovery of damages for breach of this Agreement.
- 14.6 Customer will strictly comply with all applicable laws and regulations relating in any way to the use of the Deliverables, including, but not limited to, obtaining licenses or permits and any other government approval.
- 14.7 THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA WITHOUT REGARD TO ITS RULES GOVERNING CONFLICTS OF LAW.  
This Agreement shall constitute the entire Agreement between the parties hereto and supersedes and replaces any and all prior written and oral agreements and/or

understandings between the parties. This Agreement may not be amended, modified, supplemented, or deviated from except by a writing executed by an authorized employee of Customer and CJT. In the event of a conflict between the terms of this Agreement, an Attachment or an invoice, the terms of this Agreement shall control over the Attachment or invoice. Nothing in this Agreement shall be deemed to constitute a partnership between the parties or be deemed to constitute one party as agent of the other. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause which is beyond the reasonable control of such party. Neither this Agreement, nor the obligations or rights of Customer, may be transferred or assigned by Customer without the prior written consent of CJT, not to be unreasonably withheld. CJT may assign this Agreement without the Customer's consent. This Agreement shall inure to the benefit of and be binding upon the permitted successors, legal representatives and assigns of the parties hereto. A waiver by either party of any breach shall not be construed to be a waiver of any other breach. All communications between the parties which are required or permitted to be in writing shall be sent by hand delivery with receipt obtained, by recognized courier, properly prepaid, or certified mail, return receipt requested, and sent to the CJT at 115 Academy Street, Suite 200, Canton, Georgia 30114 and to Customer at the address at which Customer is invoiced. All such communications shall be deemed received by the other party upon actual delivery or refusal. By written communication, either party may designate a different address for purposes hereof. If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement will continue in full force and effect. Should any provision of this Agreement require judicial interpretation, the parties agree that the court interpreting or construing the same shall not apply a presumption that this Agreement shall be more strictly construed against one party than the other. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. The parties may sign this Agreement and deliver the signature pages via facsimile or electronic transmission (with the originals to follow) or otherwise in accordance with this Section 14.7 of this Agreement. The following applies to all acquisitions of the Deliverables by or for the U.S. government or by any prime contractor or subcontractor under any contract, grant or other activity with the U.S. government.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement and if applicable, Exhibit A – D to be executed by their respective representatives as of the dates set forth below:

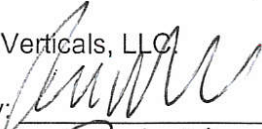

i3 Verticals, LLC	Customer:
By: <u></u>	By: <u></u>
Name: <u>Paul Maple</u>	Name: <u>Wesley M. Corbitt</u>
Title: <u>General Counsel &amp; Secretary</u>	Title: <u>Chairman</u>
Date: <u>1-10-22</u>	Date: <u>01/04/2022</u>
Integration Date: _____	



EXHIBIT A

PRICING INFORMATION:

Additional Products/Services/Options to be provided include:

Case Management to include  
Continuous Data Backup  
Continuous Training Pre and Post  
Automatic State Mandated Updates  
Customization of Reports  
Automatic Monthly Reporting to Gavers  
Online Marriage and Firearm Application  
Caseload Reporting  
Scanning

Total Upfront Cost \$25,000.00

\$450.00 Monthly Billing to be invoiced after first 30 days of install.

EXHIBIT A CONTINUED

Maintenance fee to be invoiced \_\_\_\_\_ monthly per Citation or X by a flat monthly rate.

Per Citation Rate: \$ \_\_\_\_\_

Flat Monthly Rate: \$ 450.00

- Initial Integration and Training Fees, if applicable, are included in Integration Fee of \$0,000.00 (non-refundable) due upon Integration. Standard Initial Integration and Training provided during the week of Integration (2-5 days).
- Additional training sessions maybe scheduled onsite for \$50.00 per hour (minimum of 2 hours).
- Additional Customization, (outside of required updates and or mandated changes necessitated by changes in state law) of documents and or reports is available on a per case basis with cost determined by job size and complexity. Project rate is \$75.00 per hour with a minimum billable rate of 2 hours.
- 10 - 12 customized documents included in installation.

EXHIBIT B CONTINUED

Support Services Contact Information:

Help Desk/Tech. Support: 1-877-262-7405  
Office Direct Dial: 1-770-720-9833  
Support Email: [info@cjtsoftware.com](mailto:info@cjtsoftware.com)

Toll Free Office: 1-800-205-6943  
Fax: 1-770-720-9836  
eBlvd Request for Support

Customer Support Contacts:

Please list the email address and phone number of your designated individual/individuals below:

General Contact Information: \_\_\_\_\_

Program Issues/Support Contact: \_\_\_\_\_

DDS Transmissions: \_\_\_\_\_

Other: \_\_\_\_\_

**Minimum System Requirements**

The following are the minimum system requirements recommended by CJT. The minimum requirements must be met before Integration of your program(s). Failure to met Integration requirements by your scheduled Integration date could result in the delay of Integration and or reduced functionality of the program.

***PCM.Net/TCM.Net/MCCM.net/StateCourtManager.com/mymayorscourt.com/onlinewarrant.com***

- Windows 7 or better
- 6 GB RAM minimum
- 500 GB hard drive
- Integrated 10/100/1000 Ethernet
- 21 inch monitor
- High Speed Internet Connection minimum of 10 Mbps Down and 2 Mbps Up
- Approved Internet Browser - IE or Google Chrome
- TWAIN Compliant Scanners if utilizing document imaging through CJT Software
- Installation of Designated Remote Access Program of CJT's Choice\*

*\*Currently CJT utilizes eBlvd Support which is included in the cost of all maintenance/support plans. If a different method of remote access is deemed necessary by the customer, the customer shall be responsible for any additional access charges and or any additional Application requirement purchases, whether made by CJT or customer, to allow remote access for CJT support technicians.*

EXHIBIT C

Support Services Response Time:

CJT's required response times and resolution will vary on the severity of the problem faced by the Customer and the time of day in which Customer's problem occurs. CJT's hours of operation are Monday through Friday 8:00 a.m. – 5:00 p.m. except stated holidays. CJT's required response times are as follows:

<u>Priority Code</u>	<u>The client Impact</u>	<u>Initial Contact with Support Contact</u>
Level 1	Business Halted	Immediate: 8:00 a.m. – 5:00 p.m. M-F Submit via eblvd and/or support hotline at 1-877-262-7405 email: info@cjtsoftware.com
Level 2	Business Impacted	Within one hour of submission: 8:00 a.m. – 5:00 p.m. M-F Submit via eblvd and/or support hotline at 1-877-262-7405 email: info@cjtsoftware.com
Level 3	Non-Critical/Request	Within 24 – 48 hours depending upon request. Initial follow-up/notice of receipt will be within one hour of submission. 8:00 a.m. – 5:00 p.m. M-F Submit via eblvd and/or support hotline at 1-877-262-7405 email: info@cjtsoftware.com

Explanation of Priority Codes:

Level 1: Business Halted: a problem with the Hardware or Application which prevents Customer's ability to complete critical business functions. In these cases, troubleshooting is done over the phone or on-line with a Support Contact.

Examples: Application system is down  
Hardware is not responding (if applicable)  
Server not operating (if applicable)  
Remote Devices, POS terminals or workstations not operating (if applicable)  
Error message(s) on server, manager's machine or POS terminals which reflect an Error which will halt Customer's business (if applicable)

Level 2: Business Impacted: non-critical issues or questions that affects a person or group at Customer's site. A work-around has been identified so the person or group can use the system to perform their job. Troubleshooting is done over the phone or on-line.

Examples: Reports get error message

Level 3: Non-Critical/Request: issues or questions that need a response, but time are not time critical. Requesting information/action that is not urgent.