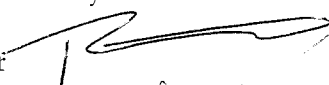



MANAGEMENT SERVICES MEMORANDUM

#13-04

TO: Honorable Mayor Joyce Downing and City Council Members

FROM: David Willett, Acting City Manager 
Paula Jensen, Director of Management Services 

DATE: March 11, 2013

SUBJECT: CR – 24, FullCourt Upgrade

RECOMMENDATION:

Staff recommends approval of the proposed Resolution. Attached to this memorandum is a Resolution that, if approved, would:

- 1) Authorize the Mayor to execute an agreement to “upgrade” FullCourt software to FullCourt Enterprise software between the City of Northglenn Municipal Court and Justice Systems.

The “upgrade” agreement has been approved by Corey Hoffman, City Attorney.

BACKGROUND:

The Municipal Court uses the software system FullCourt to handle case management and daily court processing. FullCourt was purchased in October 2004 and software upgrades are not included in the software maintenance agreement. The City is still running the same version of FullCourt and the Oracle database installed in 2004. The vendor, Justice Systems, no longer supports the 2004 version of the software. Included with the upgrade, Justice Systems will convert the database from Oracle to MS SQL Server which is the common supported database used at the City.

The cost of this upgrade is \$50,423 and has been approved in the 2013 budget, split between the Management Services Department, Municipal Court Division and the Technology Department in the capital outlay account.

Recurring costs will include annual maintenance of approximately \$8892.00, which will include any future upgrades.

STAFF REFERENCE:

If Council members have any comments or questions they may contact Paula Jensen at 303.450.8877 or pjensen@northglenn.org or Tammy Sutton at 303.450.8703 or tsutton@northglenn.org.

SPONSORED BY: COUNCILMAN LINDSEY

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-96
Series of 2004


04-92
Series of 2004

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF NORTHGLENN MUNICIPAL COURT AND JUSTICE SYSTEMS, INC.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Agreement between the City of Northglenn and Justice Systems, Inc., a copy of which is attached hereto as **Exhibit A through F** and incorporated herein by this reference, is hereby approved. The Mayor is authorized to execute such Agreement on behalf of the City.


DATED at Northglenn, Colorado, this 14th day of October, 2004.


KATHLEEN NOVAK
Mayor

ATTEST:


DIANA L. LENTZ, CMC
City Clerk

APPROVED AS TO FORM:


HERBERT C. PHILLIPS
City Attorney

Agreement No: _____

JUSTICE SYSTEMS, INC. AGREEMENT

IN CONSIDERATION of the mutual promises and agreements provided herein, Justice Systems, Inc. (Justice Systems), and City of Northglenn Municipal Court, (Customer) 11701 Community Center Drive (mailing address) agree that: Justice Systems will grant a perpetual license to Customer, rights to use FullCourt^{®1} software on a nonexclusive basis for Customer's use in the geographical jurisdiction described as City of Northglenn, Colorado -

The following schedules, if marked, are attached hereto and made a part of this agreement:

- **Schedule A – FullCourt¹ Software License:** Providing for the license provisions under which the software provided by Justice Systems may be used;
- **Schedule B – Software Application Specific Sublicense Addendum:** Providing for the use of Oracle[®] software² used in conjunction with FullCourt.
- **Schedule C – Software Operating Environment:** Setting forth the operating environment intended to be used to support the FullCourt application plus any additional software required for use by FullCourt software. The parties contemplate any modifications to these items may result in additional cost to the Customer;
- **Schedule D – Services Agreement.** Setting forth the services that shall be provided by Justice Systems; as well as any matters specifically excluded from Justice Systems's responsibility;
- **Schedule E – Software Maintenance and Support Agreement for FullCourt:** Setting forth the terms comprising the agreement for maintenance and support to be provided by Justice Systems after the initial warranty period has expired.
- **Schedule F – FullCourt Data Dictionary License Agreement.**

1. COST OF SOFTWARE LICENSE AND SERVICES TO BE PERFORMED:

Customer shall pay to Justice Systems the sum of \$50,120.00 -as follows:

a.	<i>Total License fees in the amount of 5 Concurrent FullCourt Licenses with Oracle 9i</i>	<i>\$ 21,350</i>	
	<i>DMV Reporting Module</i>	<i>3,000</i>	
	<i>DMV Driver History Module</i>	<i>2,500</i>	
	<i>Police RMS Import Module</i>	<i>3,000</i>	
	TOTAL		\$29,850
b.	<i>Services as set forth in "Schedule D" (excludes travel expenses)</i>		\$15,000
c.	<i>Maintenance and Support fees as set forth in "Schedule E"</i>	\$ 4,250	
	<i>DMV Reporting</i>	<i>360</i>	
	<i>DMV History</i>	<i>300</i>	
	<i>Police RMS Import</i>	<i>360</i>	
	TOTAL		\$ 5,270
d.	<i>New Mexico Gross Receipts Tax</i>	<i>N/A</i>	
	GRAND TOTAL		\$50,120

Payment shall be Fifty Thousand One Hundred Twenty Dollars. Payment is due within 30 days of installation.

¹ FullCourt is a registered trademark of Justice Systems, Inc. The FullCourt software program is copyrighted and protected by law.

² Oracle is a registered trademark of Oracle Corporation, Redwood City, CA. © 1998 Oracle Corporation. All Rights Reserved.

Costs and expenses for travel, lodging, transportation, applicable taxes, if any, etc. are not included in the amounts listed above and shall be paid upon presentation of a billing for the same by Justice Systems. All such costs and expenses shall be reasonable.

CONFIDENTIAL INFORMATION: Customer acknowledges that FullCourt (the Program) is a copyrighted work. Any materials provided by Justice Systems including documentation (Documentation) may contain proprietary intellectual property rights. Customer agrees to keep the Program and Documentation in confidence and to take all reasonable precautions to ensure that no unauthorized persons have access to the Program and/or Documentation and that no unauthorized copies are made. Breach of this provision shall be construed as a material breach of the terms of this Agreement. As a consequence, in the event of such any breach, Justice Systems at its sole option, may immediately terminate this agreement without further obligation. Customer shall not alter any proprietary markings in connection with the Program or Documentation, including copyright, trademark, trade secret, and patent legends.

Notwithstanding the foregoing, Justice Systems acknowledges that Customer is a political subdivision of the State of Colorado subject to the provisions of the Colorado Open Records Act, C.R.S. § 24-72-201, *et seq.* Accordingly, Customer may be required under some circumstances to disclose program or documentation information under the Colorado Open Records Act. Any disclosure of this type by Customer required by the Colorado Open Records Act shall not be construed as a breach of the terms of this Agreement.

Customer's obligations under this section as they relate to the use of the Program and Documentation shall include, without limitation, giving notification to authorized users of the provisions of this section; to immediately halt and report to Justice Systems unauthorized copying, use, distribution, installation, or transfer of possession of the licensed products by any authorized user of which Customer has actual knowledge.

It is understood that receipt of confidential information under this Agreement shall not create any obligations in any way limiting or restricting the assignment of Customer's employees.

2. **DATA DICTIONARY:** Included among the products to be delivered as a part of this Agreement is a copy of the most current version of the FullCourt Data Dictionary. The use of the FullCourt Data Dictionary is controlled by the terms and conditions of the license which is attached hereto as "Schedule F". The Customer acknowledges receipt of the license and that it has read and understood the same. Updates to the FullCourt Data Dictionary which are necessitated by the issuance of maintenance releases to the FullCourt software shall be provided only when the **Software Maintenance and Support Agreement, Schedule "E"**, remains in effect. Customer further understands that support for the FullCourt Data Dictionary may be obtained from Justice Systems through direct telephone technical support (and is not included as part of the maintenance and support provided for FullCourt). Telephonic Technical Support for the FullCourt Data Dictionary providing direct telephonic assistance from a Justice Systems, Inc. technician at the rate of \$145.00/hr, minimum ½ hour increments (this amount being subject to change by Justice Systems at any time in the future). Customer agrees to pay all amounts incurred for any such support provided upon presentation of an invoice therefor.
3. **DATA CONVERSION:** Conversion of Customer's data files from Customer's current or prior computer systems shall be the responsibility of Customer unless it is specifically agreed between Justice Systems and Customer to the contrary under "Schedule D--Services Agreement". Justice Systems **DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO CONVERTED DATA FILES.** Customer acknowledges that the ability to convert data and the accuracy of converted data depends upon elements beyond the control of Justice Systems, such as the condition of the original data sought to be converted, the organization and type of data fields to be converted, and other reasons.
4. **ACCEPTANCE:** The Program shall be deemed accepted when it has been installed and passes Justice Systems's standard installation test procedures.

5. **CUSTOMER'S OBLIGATION FOR DATA PROTECTION:** Justice Systems shall not be responsible for data protection and Customer shall be responsible for performing daily back up of data on the computer system used in connection with the Program to minimize likelihood of data loss. Customer shall be solely responsible for backup software, hardware procedures and operations. Customer shall provide the safe storage of all back up tapes and/or disks. Customer shall be responsible for keeping Customer computer systems free of computer viruses.
6. **TERM AND TERMINATION:** This agreement and any supplement shall continue in force unless terminated as set forth herein. Either party may terminate this agreement upon thirty (30) days prior written notice, or immediately by Justice Systems if Customer is in breach of any confidentiality obligations, or in violation of any obligations concerning use or protection of the intellectual property rights of Justice Systems. Any portion of this agreement and/or the schedules hereto may be independently terminated in the same manner without prejudice to the remaining portions of this agreement.

Any financial obligations of the Customer not to be performed within the current fiscal year shall be subject to annual appropriations.

7. **INDEMNIFICATION:** Customer will indemnify Justice Systems for any claims or damages awarded against Justice Systems for any claim brought against Justice Systems by any third party arising out of the use of the Program or services rendered under this agreement to the extent permitted by law.
8. **MODIFICATIONS:** Any modifications of the Program by Customer or anyone other than Justice Systems shall be the full responsibility of Customer and shall nullify any warranties that relate to that part of the Program modified.
9. **SEVERABILITY:** In the event that any provision of this agreement is held by a court of competent jurisdiction to be legally ineffective or unenforceable, the validity of the remaining provisions shall not be affected.
10. **INTEGRATION:** This agreement and any supplements hereto attached as schedules contain the full understanding of the parties with respect to the subject matter hereof and supersedes all prior understandings and writings relating thereto. If an inconsistency arises in the interpretation of this Agreement and any of the attached schedules, supplements or any amendments thereto, that interpretation applied to the latter shall control. No waiver, consent, modification, amendment or change of the terms of this agreement and its supplements shall be binding unless in writing and signed by the authorized representatives of Customer and Justice Systems.
11. **NOTICE:** Any notice required or permitted to be given in this agreement shall be in writing and shall be sent in a manner requiring a signed receipt, or if mailed, by registered or certified mail, return receipt requested. Notice is effective upon receipt. Unless otherwise set forth in writing. Customer designates the address set forth above as the location for delivery of any notifications.
12. **NO WAIVER:** The failure of either party to exercise any right, or the waiver by either party of any breach, shall not prevent a subsequent exercise of such right nor be deemed a waiver of any subsequent breach of the same or any other term of the agreement.
13. **FORCE MAJEURE:** Neither party shall be deemed in default of this agreement to the extent that performance of their obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, shortages of materials or supplies, or any other cause beyond the control of such party. This provision requires that any party claiming relief under this provision give written notice within fifteen (15) days of discovery thereof. In no event shall the time for performance be extended beyond 90 days.
14. **DUTIES OF CUSTOMER AND EXCLUDED SERVICES:** In order to ensure adequate performance and operation of FullCourt, and to avoid additional cost under this Agreement Justice Systems will not begin installation until Customer informs Justice Systems that the requisite preparations have been completed. Should Justice Systems personnel arrive at Customer's site and be delayed in installing FullCourt software, conducting training, or performing other contracted services because Customer has not adequately performed any portion of the hardware, software or system infrastructure implementation, or other required elements to support FullCourt software, Customer will be billed for any delays, extra travel or other expenses incurred and for the stand-by time for personnel. Such delays may necessitate re-scheduling of the

installation, training, and/or other services to be performed by **Justice Systems**. Charges occasioned by **Customer's** failure to otherwise comply with this sub-paragraph will be billed in accordance with **Justice Systems's** Standard Professional Services Fees rates, in addition to actual "out-of-pocket" expenses incurred for travel, lodging, etc., and payable upon receipt of an itemized statement therefor.

Justice Systems shall only provide services as specified elsewhere in this agreement. It is expressly understood and agreed by **Customer** that **Justice Systems** will not be responsible for performing the following services:

- 14.1. Hardware: hardware installation and setup, work station or server setup, fax-modem or printer installation or setup, local or wide-area networking hardware or setup, back-up system hardware or setup, services related to set up of the networking infrastructure.
- 14.2. Other Software: supplying, installing, or integrating any other software, including but not limited to operating or networking systems or setup, word processing system, PC Anywhere or other remote communications software, back-up system software, or any legacy system or other non-FullCourt application.
- 14.3. Services related to performance: Because performance is a product of many factors which are not necessarily under **Justice Systems** control, any services required to improve performance, other than tuning the Oracle server, are specifically excluded.

The above listed services are not intended to be all-inclusive. **Justice Systems's** responsibility to provide any other services is limited to those matters enumerated in "Schedule D", "Schedule E", or as may be otherwise agreed to in writing between the parties.

15. **LATE FEES, COSTS, ATTORNEYS' FEES**: Late payment charges and fees shall be allowed in the amount of 1.5% per month, compounded monthly, and shall apply to any payments in arrears for a period exceeding thirty (30) days. In any legal action brought under this agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs of litigation, or injunctive relief proceedings necessary to carry out the provisions of this agreement. This provision shall not be construed as limiting the right of **Justice Systems** to demand timely payment; nor shall it require that **Justice Systems** extend time for payment under the provisions of this Agreement.
16. **GOVERNING LAW**: This agreement shall be governed by and interpreted, construed, and enforced in accordance with the laws of the State of Colorado.

ACCEPTED BY:

x Robin J. Tichy
(Authorized signature)

JUSTICE SYSTEMS, INC.

BY: Ernie L. Segó
Ernie L. Segó, President

Robin J. Tichy
(Type or print name)

10/12/04
(Date)

Mayor Pro-TEM
(Title)

10-14-04
(Date)

Please address the following

Transfer of software/License – consolidation, physical move etc.

Transfer of hardware platforms?

Where is the functionality statement for modules and how they interact?

JS/FC insurance Professional liability, E & O Workers Comp for the onsite work

JUSTICE SYSTEMS, INC.
FullCourt¹ Software License
Schedule "A"

Note: This license is intended to cover the FullCourt[®] application as well as a suite of modules that are used in conjunction with the Program. Not all modules may be licensed hereunder, and the Customer is responsible for determining those products within the suite for which a license has been granted. The serial number which has been issued for the Program appears in the upper right-hand corner of this page and should be compared with the serial number that appears within the software. Some of the modules are similarly identified by serial numbers appearing in the body of this document and within the software. The number of licensed users to the Program may be different than those licensed for each module. This license supercedes and replaces any and all other FullCourt licenses granted to the Customer prior to the date of this license, and does not grant the right to increase the number of concurrent users for any of the licensed products beyond the number identified herein. Acceptance of this license and use of the products licensed hereunder constitutes a surrender by the Customer of all previously granted licenses (and sublicenses thereunder). Justice Systems, Inc. ("Justice Systems"), a New Mexico corporation, grants to Customer a personal, non-transferable, nonexclusive license to use FullCourt software and documentation ("the Program") and to use other software modules developed and provided by Justice Systems in conjunction with the Program (in combination identified hereafter as "the Suite"). By use of the Suite, Customer agrees to abide by the terms of this license.

The license granted herein authorizes the use of the Program only in object code format (and does not grant any rights to source code) by no more than (5) concurrent users. A "concurrent user" is anyone authorized by Customer who is signed onto the Program through a single computer workstation as permitted by the Program. Customer shall assure compliance with the conditions of this license and will permit Justice Systems to perform reasonable audits and on-site inspections of the Program, and its use. The Program may only be used for Customer's internal business use and only to process information or data of Customer. The Program shall be used only within the geographical jurisdiction of Customer and at such sites as shall be set forth by agreement with Justice Systems. Customer shall not make copies of the Program, nor shall Customer sell, assign, or otherwise convey or allow any other person or entity to use the Program without prior written consent of Justice Systems. Customer shall not cause or permit reverse engineering, derivation of source code, disassembly, decompilation of the Program nor disclose nor permit access to the Program by any unauthorized third party without the written consent of Justice Systems. Customer shall not create derivative works from, adapt, translate or use any portion of the Program except as otherwise specifically permitted in this License. Customer shall not disclose results of benchmark tests of the Program. Customer acknowledges that Customer obtains no ownership rights in the Program and that the Program is the proprietary product of Justice Systems and is protected by copyright and other intellectual property laws. Customer shall have the right to use the Program in the operating environment identified by Customer to Justice Systems.

Once installed by Justice Systems, Customer may not copy onto or transfer the Program to any other device(s) than that upon which originally installed, except in the case of one-to-one transfers to new hardware installations, in which case such hardware shall conform to any prerequisites of this License or accompanying sublicenses and that the software installed on the pre-existing hardware will terminate automatically. Notwithstanding the terms of this subparagraph, Customer may temporarily transfer the Program onto another device if the original device becomes inoperable or is malfunctioning.

Additionally, Customer is authorized to use in conjunction with the Program the following modules, which have been identified by the initials of an authorized representative of Justice Systems, and/or a serial number corresponding to the serial number identified within the software module itself, for the number of concurrent users indicated next to the description of each module:

Licensed Users Same As Number of Concurrent Users of Program:

- | | |
|-----------------|-------------------------------------|
| Initials: _____ | FullCourt DMV Reporting Module |
| Initials: _____ | FullCourt DMV Driver History Module |
| Initials: _____ | FullCourt Police RMS Import Module |

¹ FullCourt is a registered trade name of Justice Systems, Inc. The FullCourt software program is copyrighted and protected by law.

Customer shall abide by any conditions, of any licensing or sublicensing agreement of other software that is used in conjunction with the Suite.

Justice Systems warrants that for 90 days from the date of installation of the Suite [or, in the event that a "module" is being installed as an Addition to an existing Suite]: (a) that the Suite (or the "module", as the case may be) will substantially perform the functions described in documentation provided by Justice Systems when operated in the designated operating environment. This warranty is exclusive and in lieu of all other warranties, whether express or implied, including implied warranties of merchantability or fitness for a particular purpose. If Customer gives notice of an error or inability of the Suite to substantially perform as set forth herein, within the 90 day warranty period, Justice Systems shall, at its option, resolve the error or inability to perform, or refund the license fees paid by customer. Justice Systems shall not be liable for any indirect, incidental, special or consequential damages or other damages for lost revenue, lost opportunity, lost data or data use incurred by Customer or any third party. In any event, any liability of Justice Systems shall not exceed the amount paid by Customer for the license. If any problem, operational failure, or error of the Suite has resulted from any alteration of the Suite, accident, abuse, misapplication after acceptance, failure to follow correct procedures for starting up the system or shutting it down, or by introduction of any new software to the system not specifically provided by Justice Systems, any warranty provided in this agreement shall be null and void. The warranty extends only to the Customer identified in the body of this License Agreement, or the underlying Agreement to which it has been made an attachment. Subsequent transferees must accept the Program "AS IS" and with no warranties of any kind.

The parties recognize that money damages may not be an adequate remedy for its breach or violation of the terms of this license, or threatened breach or violation, and injunctive relief or other equitable remedies shall be available to each as a remedy in addition to any other remedies available under the law. This provision, and the rights created hereunder, shall survive termination of the Agreement.

Justice Systems may terminate this license agreement if Customer (a) fails to make any License Fee payment as set forth by agreement; (b) commits a material breach of any of its obligations provided for under this license, which breach is not remedied or cured within thirty (30) days after notice thereof by Justice Systems to Customer. Upon termination, Customer shall immediately cease to use the Suite and shall immediately deliver to Justice Systems all copies of the Suite and documentation or any other property of Justice Systems relating to the Suite and shall certify in writing that these terms have been fulfilled.

Customer
Initials: _____

Date: _____

JUSTICE SYSTEMS, INC.
SOFTWARE APPLICATION SPECIFIC SUBLICENSE ADDENDUM
"Schedule B"

Justice Systems, Inc. (Justice Systems) grants to Customer a sublicense to use Oracle® software (ORACLE) in conjunction with FullCourt¹ software provided by Justice Systems to Customer. This sublicense is subject to the terms and conditions of the "AGREEMENT WITH JUSTICE SYSTEMS , INC." dated _____ 2004_ and executed contemporaneously with this instrument as well as the following terms:

- 1) For the purposes of this sublicense, ORACLE shall be utilized only for the purpose of running FullCourt or such other programs provided by Justice Systems to Customer.
- 2) ORACLE may not be used to create or alter tables or reports except as necessary for operating FullCourt¹ software.
- 3) The right to use ORACLE is a nonexclusive, nontransferable right granted Customer by Justice Systems to use only the object code of ORACLE provided by Justice Systems with the FullCourt software license granted concurrent hereto and the ORACLE user guides and manuals.
- 4) ORACLE will be provided by Justice Systems and shall be used only with FullCourt, Justice Systems's Application Program.
- 5) Justice Systems will install ORACLE as provided by the agreement(s) referred to above.
- 6) Each copy of ORACLE shall be for the Customer's own internal use within the limits of its geographic jurisdiction. The ORACLE program shall not be transferred except for temporary transfer in the event of computer malfunction.
- 7) The Customer shall not transfer, assign, timeshare, rent, lease, provide subscription services, act as a service bureau for the use of the licensed products or otherwise use ORACLE except with FullCourt.
- 8) Oracle Corporation shall retain all title, copyright, and other proprietary rights in ORACLE and any modifications or translations thereof. The Customer does not acquire any rights in ORACLE other than the limited rights specified in this sublicense.
- 9) Customer shall not reverse engineer, disassemble, decompile or duplicate ORACLE except for it may duplicate a single backup or archival copy.
- 10) Customer shall not remove or modify any program markings, nor any notice of proprietary rights of Oracle Corporation.
- 11) Customer shall not hold Oracle Corporation or Justice Systems liable for any damages, whether direct, indirect, incidental, or consequential, arising from the use of ORACLE.
- 12) Customer shall, at the termination of the sublicense, discontinue use and destroy or return to Justice Systems all copies of ORACLE and Documentation.
- 13) Customer shall not publish any results of benchmark tests run on ORACLE.
- 14) Customer shall not engage in any deceptive or misleading practices that may be detrimental to Oracle Corporation or the program herein offered.
- 15) Customer shall comply fully with all relevant export laws and regulations of the United States to assure that neither ORACLE, nor any direct product thereof, are exported, directly or indirectly, in violation of United States law.

¹ FullCourt is a registered trade name of Justice Systems, Inc. The FullCourt software program is copyrighted and protected by law.

- 16) To the extent permitted by law, Oracle Corporation is a third party beneficiary of this sublicense agreement.
- 17) Justice Systems does not provide any warranty for ORACLE separate and apart from such warranties as are provided by Oracle Corporation.
- 18) Customer agrees to cooperate with any audit of the use and distribution of ORACLE conducted by or in behalf of Oracle Corporation.
- 19) Customer shall submit for review by Justice Systems samples of any ad hoc reports created using FullCourt data whether generated by components of the FullCourt system or external applications.
- 20) The provisions of the Uniform Computer Information Transactions Act shall not apply to this sublicense or the FullCourt license granted herewith.

Products Applicable to this Addendum:

Item #	Application Specific Program	Description	Qty	Price/Application Specific License	Total Application Specific License Charge
1	Oracle Standard Edition	Oracle Relational Database System Version 9i, Application Specific, Named User Plus Licenses	5	N/C	N/C
TOTAL APPLICATION SPECIFIC LICENSE CHARGE					\$ N/C

Customer Initials: _____

Agreement No.

JUSTICE SYSTEMS, INC.
Services Agreement and Statement of Work
"Schedule D"

JSI will install FullCourt case management software onto the Customer's Intel server and workstations¹. Customer, at its own expense will be responsible for the following:

- 1.) Installation of the printers and other related software.
- 2.) Assuring that all hardware (server/workstations/Local Area Network/ printers/phone line/tape backup system etc.) is fully tested and operational prior to the FullCourt installation.
- 3.) Installation of a modem on a workstation in order to support remote installation and diagnosis².

A Justice Systems' training professional will conduct FullCourt end user training onsite at the Customer's facility for 5 days (which includes one travel day). Customer acknowledges that training may require a reduced court workload in order to minimize interruptions and maximize the training experience. The FullCourt training includes a complete user manual and training manual for each end user.

\$ 9000.00

Old Case Index Data Conversion

\$ 6000.00

Standard Conversion which parties, not cases, and places selected court data in freeform text field.

Justice Systems travel expenses related to any on-site Installation and Training are not included and will be billed separately.

TOTAL SERVICES: \$ 15,000

Customer
Initials: _____

¹ The court must have the complete hardware and networking infrastructure in place and operational before the installation of FullCourt. Such infrastructure should include among other things: file server with backup system, workstation(s), one Modem, phone line and one PCAnyWhere, current release, software (for remote diagnostics), printers, Local Area Networking infrastructure/LAN software, and workstation software including MS Word for Windows. The entire system (including Fax Modem & phone line) must be fully tested and operational prior to the installation of the FullCourt software. Please contact Justice Systems with any questions regarding the required hardware/software necessary to run FullCourt. In order to assure that the proper hardware, networking, and operating system infrastructure is in place, JSI will conduct a preliminary installation conference call with the appropriate Court and Information Systems personnel

² Providing PCAnyWhere[®] and/or [1] Internet access; [2] Microsoft[™] Internet Explorer 5.5 or higher; and [3] No blocks on ports 80 and 443 (http and https)

JUSTICE SYSTEMS, INC.
Software Maintenance and Support Agreement for FullCourt®
“Schedule E”

TERM: Upon expiration of the warranty period and continuing for one year with automatic renewal for successive one year periods until specifically terminated by either party giving thirty (30) days written notice of intent to terminate, the parties agree as follows:

SUPPORT PROVIDED: Justice Systems will:

1. provide Customer with telephone access by which Customer may communicate with Justice Systems for purposes of seeking technical support of the software described in Schedule “C” of this Agreement.
2. provide to Customer any maintenance releases to the particular version of FullCourt¹ software covered under this agreement.
3. use its best efforts to correct or replace software and/or provide services necessary to remedy any programming error which is attributable to Justice Systems and which significantly affects the use of the software.
4. provide Customer with remote diagnostic services.

FEES: Maintenance and support is included during the warranty period. After that, maintenance and support under this Schedule will be provided at a price² of \$850.00 per license per year. This fee may be increased in subsequent years at Justice Systems’s sole discretion. Maintenance releases for the FullCourt Data Dictionary and XML Extract are included; however, support services shall be separately provided upon request of Customer who will be charged therefor on a per call basis at the rate of \$145 per hour. Customer agrees that each call shall be billed in minimum one-half hour increments.

CONDITIONS OF SUPPORT: Customer acknowledges and agrees that support under this agreement will not be provided for damage or problems to software caused by fire, smoke, water, vandalism, riots, theft, misuse, accidents, power outages, abuse, any acts of war, or acts of God. Customer further acknowledges that this agreement will not cover corrections for difficulties or defects traceable to system changes by Customer, alterations to software other than by Justice Systems, introduction of incompatible programs, hardware, viruses, or any other cause beyond the control of Justice Systems.

Any support rendered by Justice Systems at Customer’s request to deal with any problems that lie outside the scope of this support agreement shall be billed in accordance with the time and materials rates then in effect Justice Systems at the time the work is completed, plus any travel and expenses incurred in providing such extra support.

Charges for support or work provided to Customer by Justice Systems that lie outside the scope of the support agreement shall be paid within thirty (30) days from the date of billing. Payments not timely made shall bear a penalty of 1 1/2 percent per month until paid.

VERSIONS SUPPORTED: Support under this Agreement shall be provided only for the most current version release and/or the next previous release of the software so long as all enhancements, corrections, fixes and maintenance releases for such version which have been distributed by Justice Systems are installed at the time of request for support. Subject to the availability of resource, Justice Systems, at its option, will provide maintenance and support for software not satisfying this criteria on a time and materials basis.

It may be necessary to install the latest software releases for the licensed program and it may be necessary to update customer’s computer hardware, operating systems and/or other software to achieve compatibility with the currently supported version of the licensed program. If customer has not installed any releases that Justice Systems has made in the licensed software or is not using a currently supported version of the licensed program, Justice Systems may suspend provision of software maintenance and support for the licensed program until customer cures this condition. There shall be no refunds of the software maintenance and support fee.

¹ FullCourt® is a registered trade name of Justice Systems, Inc. Copyright © 1998-2003 Justice Systems, Inc.

² When applicable federal, state and local taxes will be invoiced in addition to the fee.

Any installation required for an upgrade to a currently supported version of a licensed program, when performed by Justice Systems, will be charged to customer at Justice Systems's then current hourly rates plus reimbursement for any out-of-pocket costs or expenses incurred by Justice Systems. Such installation charges shall be in addition to other fees or charges that may be due.

TIME OF SUPPORT: Maintenance and support services provided under this agreement shall be available during the normal working hours of 7:00 a.m. to 5:00 p.m. in Albuquerque, New Mexico excluding weekends, legal holidays, as determined by Justice Systems by prior notice to Customer.

Customer shall provide Justice Systems with access to its computer hardware, system software, the licensed program and customer data files with sufficient work space required to perform the software support services that Justice Systems determines will be best provided on site. Customer shall also provide sufficient electrical current, telephone access, and power outlets for Justice Systems use in performing software maintenance and support.

WARRANTIES: EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, Justice Systems DOES NOT WARRANT SERVICES AND SUPPORT PROVIDED FOR AND INCLUDED IN THIS AGREEMENT AND THE CUSTOMER HEREBY ACKNOWLEDGES THAT SAID AGREEMENT IS ENTERED INTO AND SAID SERVICES ARE PURCHASED REALIZING THAT NO IMPLIED WARRANTIES ARE MADE OTHER THAN THAT Justice Systems WILL USE REASONABLE EFFORTS TO RESOLVE PROBLEMS, ANSWER QUESTIONS AND HELP CUSTOMER OBTAIN SATISFACTORY PERFORMANCE OF THE SOFTWARE.

REMOTE SUPPORT: Customer agrees to install and maintain for the duration of this agreement associated dial up and remote diagnostics software that is compatible with Justice Systems's remote diagnostics system. Customer will pay for installation, maintenance and use of said items. Justice Systems shall use these items in connection with error correction and/or support³. Any access by Justice Systems shall be subject to prior approval of customer and in any case access shall be solely for the purpose authorized by customer.

PROPRIETARY RIGHTS: Any changes, additions and enhancements in the form of new or partial programs or documentation as may be provided under this agreement shall remain the proprietary property of Justice Systems.

TERMINATION: In the event of termination of the software license specified above, all maintenance fees or charges payable for the entire term of this agreement shall without notice or demand by Justice Systems immediately become due and payable; and, Justice Systems's obligations under this agreement shall immediately end. Justice Systems may terminate this agreement in the event of the failure of customer to fulfill its obligations hereunder.

GENERAL: This agreement is not assignable without prior written consent of Justice Systems. Any attempt by customer to assign any of the rights, duties and obligations of this agreement without such consent is void.

This agreement can be modified only by a written agreement duly signed by persons authorized to sign agreements on behalf of customer and Justice Systems. Variance from the terms and conditions of this agreement except in writing and signed by those persons authorized to sign for the customer and Justice Systems will be of no effect.

If any provision or provisions of this agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. No action regardless of form arising out of this agreement may be brought by either party more than two years after the cause of action has arisen or in the case of non-payment, more than two years from the date of last payment.

If there is any default or breach of the terms and conditions of this contract by the either party, that party agrees to pay all reasonable legal fees incurred as a result of the breach or default.

This agreement will be governed by the laws of the State of Colorado..

Customer
Initials: _____

³ Requirements for Web based remote access are: [1] Internet access; [2] Microsoft™ Internet Explorer 5.5 or higher; and [3] No blocks on ports 80 and 443 (http and https)

JUSTICE SYSTEMS, INC.
FullCourt® Data Dictionary License Agreement
"Schedule F"

For good and valuable consideration **Justice Systems, Inc.**, a New Mexico corporation, hereby grants to Customer, (hereinafter "**Licensee**") a License for the FullCourt Data Dictionary, as follows:

The FullCourt® Data Dictionary is the exclusive proprietary property of Justice Systems, Inc., a New Mexico corporation. As such, its use and products created as a result of its use (and the technology disclosed therein) are strictly governed by the terms of the original FullCourt License, Oracle® sub-License and other licenses which may accompany the FullCourt Court Case Management System.

Use, disclosure, extraction from and any other information derived as a result of this disclosure of the FullCourt Data Dictionary is further governed, as follows:

- 1- The FullCourt Data Dictionary is protected in accordance with the provisions of the Justice Systems, Inc. copyright to FullCourt;
- 2- The FullCourt Data Dictionary is licensed, not sold, by Justice Systems, Inc. It shall remain proprietary to and a trade secret of Justice Systems, Inc. which retains the title, ownership and intellectual property rights in and to the FullCourt® Data Dictionary;
- 3- The **Licensee** may not modify, network, rent, lease, loan, sublicense, assign, or otherwise transfer the FullCourt® Data Dictionary, in whole or in part;
- 4- The FullCourt Data Dictionary contains trade secrets, and the **Licensee** may not decompile, reverse engineer, disassemble, or otherwise manipulate any components of FullCourt or the FullCourt database so as to disclose trade secrets;
- 5- The FullCourt Data Dictionary described herein, and any modifications, updates, revisions, corrections or additions thereto, shall be used for the below enumerated purposes and for no other purposes:
 - a. To provide **Licensee** with a view of the structures of the generic FullCourt database;
 - b. To provide **Licensee** with information pertaining to the FullCourt database so that **Licensee** might design and develop interactivity with the data contained in the FullCourt database and software products developed by the **Licensee**, such as ad hoc inquiry and reporting;
- 6- Under no circumstances may any product developed by **Licensee**, or its assignees, modify, enhance or in any way affect the FullCourt database structure. No database relationships shall be modified by **Licensee** or by any derivative work created by **Licensee**, or its assigns. Any such modifications to the FullCourt database shall immediately void any and all warranties, and maintenance obligations of Justice Systems, Inc., and other obligations of Justice Systems, Inc. under the then existing FullCourt license agreement;
- 7- Any data that shall be input into the FullCourt database by any derivative work created by **Licensee**, or its assigns may compromise the integrity of the FullCourt database and, therefore, the operation of the FullCourt software. If Justice Systems, Inc., in its sole discretion, determines that any such manipulation of data adversely impacts the operation of the FullCourt database, then the resolution of the problem will not be covered by the FullCourt warranty and/or Maintenance and Support Agreement. Any support from Justice Systems, Inc. to remedy this adverse condition is chargeable in accordance with Justice Systems, Inc.'s standard professional rates in effect at the time.
- 8- This license to the FullCourt Data Dictionary is an extension of the original FullCourt License and shall terminate at such time as the original FullCourt License;

9- Licensee acknowledges that this license is explicitly granted for informational purposes and that any interface, application, or other product that may be developed using the information derived from the FullCourt Data Dictionary, or otherwise, and which in any manner interacts with FullCourt or the FullCourt Oracle Database may be contrary to the provisions of any Oracle® application-specific, named-user sublicense granted pursuant to the FullCourt sublicensing agreement. Accordingly, Licensee agrees that it will:

- a. Advise Justice Systems, Inc., in writing, before permitting any such interaction to occur; and,
- b. That Licensee will obtain the appropriate Oracle® License/Sublicense to the FullCourt Database prior to permitting the interaction.

10- Licensee shall keep the FullCourt Data Dictionary and Documentation in confidence and take all reasonable precautions to ensure that no unauthorized persons have access to the same. Licensee shall immediately provide to Justice Systems, Inc. the names and job titles of each individual within the employ or supervision of Licensee who is granted access to the FullCourt Data Dictionary (and maintain current the information on such list).

11- This Agreement shall be governed in accordance with the laws of the State of Colorado.

Customer
t Initials: _____

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-24
Series of 2013

Series of 2013

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF NORTHGLENN MUNICIPAL COURT AND JUSTICE SYSTEMS, INC. FOR THE FULLCOURT ENTERPRISE SOFTWARE UPGRADE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Agreement between the City of Northglenn Municipal Court and Justice Systems, Inc., a copy of which is attached hereto, for the FullCourt Enterprise software upgrade is hereby approved and the Mayor is authorized to execute such Agreement on behalf of the City.

DATED at Northglenn, Colorado, this ____ day of _____, 2013.

JOYCE DOWNING
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

FULLCOURT TO FULLCOURT ENTERPRISE™ UPGRADE

This FULLCOURT TO FULLCOURT ENTERPRISE™ UPGRADE ("Upgrade") is entered into this _____ day of _____, 2013 by and between **JUSTICE SYSTEMS, INC.** ("**Justice Systems**") and the **City of Northglenn Municipal Court** ("**Customer**").

RECITALS

WHEREAS, **Justice Systems** and **Customer** entered into that certain "Justice Systems, Inc. Agreement" executed by **Customer** on October 14, 2004 ("Agreement"); and

WHEREAS, **Justice Systems** has improved and enhanced its SOFTWARE to FullCourt *Enterprise*™; and

WHEREAS, it is in **Customer's** best interest and **Customer** desires to update its SOFTWARE to FullCourt *Enterprise*; and

WHEREAS, the update can be accomplished by way of modifications to **Customer's** Agreement and additional SOFTWARE and SERVICES associated therewith.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the mutual promises and agreements contained in this Upgrade, **Justice Systems** and **Customer** promise and agree as follows:

1. All Terms, Conditions, Clauses, Licenses, Sub-Licenses, and Agreements not specifically modified or replaced by this Upgrade remain in effect as per the Agreement.
2. The FullCourt License is replaced by the FullCourt *Enterprise* License attached hereto.
3. The Data Dictionary License is hereby modified to be a license for the FullCourt *Enterprise* Data Dictionary.
4. A Sublicense for FullCourt *Enterprise* Application Server is granted as attached hereto.
5. The existing Oracle database Sublicense is terminated and **Customer** will provide MS SQL Server database for use with FullCourt *Enterprise*.
6. The Operating Environment requirements are updated as attached hereto.
7. The Services included with this Upgrade are those specified in the FullCourt Enterprise Upgrade Proposal dated January 14, 2013, previously provided to **Customer**.
8. Maintenance and Support is modified as follows
 - Maintenance now includes upgrade versions of the Standard Software periodically distributed.
 - Support is provided for only the most current release of the Software

**Customer
Initials** _____

FULLCOURT ENTERPRISE™ SOFTWARE LICENSE

Date of License: _____/_____/2013

Justice Systems grants to Customer a personal, non-transferable, nonexclusive license to use FullCourt Enterprise SOFTWARE and DOCUMENTATION and to use other SOFTWARE modules developed and provided by Justice Systems in conjunction therewith as identified below. By use of the STANDARD SOFTWARE and CUSTOM SOFTWARE Customer agrees to abide by the terms of this SOFTWARE LICENSE. "Definitions" as set forth in the Agreement to which this SOFTWARE LICENSE has been made a part are not repeated herein, but are hereby incorporated by reference as though fully set forth herein for the purpose of this SOFTWARE LICENSE.

Note: This SOFTWARE LICENSE is intended to cover the STANDARD SOFTWARE and CUSTOM SOFTWARE, as well as any modules that are used in conjunction therewith and as may be delivered by Justice Systems pursuant to the provisions of the underlying Agreement to which this SOFTWARE LICENSE has been made apart. Not all modules may be licensed hereunder, and the Customer should review the schedule below to determine those products for which this SOFTWARE LICENSE has been granted. The number of licensed users to the application may be different than those licensed for each module. This SOFTWARE LICENSE supercedes and replaces any and all other FullCourt Enterprise licenses granted to the Customer prior to the date set forth above, and does not grant the right to increase the number of concurrent users for any of the licensed products beyond the number identified herein. Acceptance of this SOFTWARE LICENSE and use of the products licensed hereunder supersedes and replaces all previously granted LICENSES only to the extent that they conflict with this SOFTWARE LICENSE.

DEFINITIONS:

As used in this License, the following words or terms shall have the meaning described as set forth below:

"CUSTOM SOFTWARE"- shall mean those deliverables, as well as documentation related thereto, which are made available by Justice Systems to Customer as part of a customization, modification, alteration, supplementation, addition or change to the STANDARD SOFTWARE and intended to be used as part of or in conjunction therewith. "CUSTOM SOFTWARE" includes all embedded components, subsystems, libraries and/or runtimes supplied by Justice Systems as part of the FullCourt Enterprise customization whether or not the same originated with Justice Systems.

"DOCUMENTATION"- shall mean all written, printed, electronic or other format materials published or otherwise made available by Justice Systems that relate to the functional, operational and/or performance capabilities of the Software. Documentation shall not include Source Code.

"LICENSE"- shall mean the worldwide, perpetual, personal, non-transferable, license for Customer's internal use only granted by Justice Systems to use the Software and Software Products under this Agreement.

"MIDDLEWARE"- shall mean the Software layer that lies between the operating system and the application. Typically this refers to the application server software.

"OBJECT CODE"- shall mean the binary machine readable version of the Software.

"SERVICES"- shall mean the work done by Justice Systems in support of the Software and Software Products but not limited to installation Services, training, consulting, on site and remote support, as well as such other Services as may be mutually agreed upon by the parties.

"SOFTWARE"- shall mean the aggregate of the STANDARD SOFTWARE and the CUSTOM SOFTWARE, including all physical components, that are provided by Justice Systems, including but not limited to magnetic and digital media, job aids, templates and other similar devices, and exclusive of the SUBLICENSED systems and products not provided by Justice Systems..

“SOFTWARE PRODUCTS”- Shall mean all physical components, other than Software, that are offered by **Justice Systems**, including but not limited to documentation, magnetic and digital media, CD-ROMS, job aids, templates and other similar devices.

“SOURCE CODE”- shall mean those statements in computer language, which when processed by a compiler, assembler or interpreter become executable by a computer. Unless otherwise specifically set forth in this or a separate written instrument, the use of Source Code is not authorized or granted hereunder.

“STANDARD SOFTWARE”- means the standard FullCourt Enterprise application as indicated on the LICENSE which is attached to and made a part of this Agreement. “STANDARD SOFTWARE” includes all embedded components, subsystems, libraries and/or runtimes supplied by Justice Systems as part of the FullCourt Enterprise application whether or not the same originated with Justice Systems. “STANDARD SOFTWARE” does not include the SUBLICENSED systems or any Customer-supplied software or systems which may be used in conjunction with the FullCourt Enterprise, whether the same may or may not be necessary for the performance of that system.

“SUBLICENSE”- shall mean the non-transferable, temporary, non-exclusive, license for **Customer’s** use only granted by **Justice Systems** to use the components of the STANDARD SOFTWARE licensed to **Justice Systems** by third parties under the terms and conditions of their respective license agreements. SUBLICENSED components are warranted and supported by Justice Systems as provided in the LICENSE and in the Maintenance and Support Agreement.

The SOFTWARE LICENSE granted herein authorizes the use of the SOFTWARE only in OBJECT CODE format (and does not grant any rights to SOURCE CODE) for the purposes of creating, updating, and/or deleting information or data of **Customer** by no more than **SEVEN (7)** concurrent users. A “concurrent user” is anyone authorized by **Customer** who is signed onto the application through a workstation as permitted by the application (any such user simultaneously signed on through more than one (1) workstation will only be counted as a single user). **Customer** shall assure compliance with the conditions of this license and will permit **Justice Systems** to perform reasonable audits and on-site inspections of the SOFTWARE, and its use. The SOFTWARE shall be used only within the geographical jurisdiction of **Customer** and at such sites as are identified in writing to **Justice Systems**. **Customer** shall not make copies of the SOFTWARE, nor shall **Customer** sell, assign, give or permit a security interest to be taken herein or otherwise convey or allow any other person or entity to use the SOFTWARE without prior written consent of **Justice Systems**. **Customer** shall not cause or permit reverse engineering, derivation of SOURCE CODE, disassembly, decompilation of the SOFTWARE nor disclose nor permit access to the SOFTWARE by any unauthorized third party without the written consent of **Justice Systems**. **Customer** shall not create derivative works from, adapt, translate or use any portion of the SOFTWARE except as otherwise specifically permitted in this SOFTWARE LICENSE. **Customer** shall not disclose results of benchmark tests of the SOFTWARE. **Customer** acknowledges that **Customer** obtains no ownership rights in the SOFTWARE and that the SOFTWARE is the proprietary product of **Justice Systems** and is protected by copyright and other intellectual property laws. **Customer** shall have the right to use the SOFTWARE in the operating environment identified by **Customer** to **Justice Systems**.

No database relationships shall be modified, nor shall any writing of data into the database be performed by **Customer**, at **Customer’s** direction, or with **Customer’s** knowledge and consent.

Once installed by **Justice Systems**, **Customer** may not copy onto or transfer the SOFTWARE to any other device(s) than that upon which originally installed, except in the case of one-to-one transfers to new hardware installations, in which case such hardware shall conform to any prerequisites of this SOFTWARE LICENSE or accompanying SUBLICENSES and that the use of the SOFTWARE installed on the pre-existing hardware will terminate immediately. Notwithstanding the terms of this subparagraph, **Customer** may temporarily transfer the SOFTWARE onto another device if the original device becomes inoperable or is malfunctioning.

Additionally, **Customer** is authorized to use in conjunction with the SOFTWARE the following modules, which have been identified by the initials of an authorized representative of **Justice Systems**, for the number of concurrent users indicated next to the description of each module:

Per User/Seat Licensed Modules:

Initials: <u> N/A </u>	FullCourt <i>Enterprise</i> Jury Management Module Number of Licensed Users (<u> N/A </u>)
Initials: <u> </u>	FullCourt <i>Enterprise</i> Batch Scanning Module Number of Licensed Seats (<u> ONE </u>)

Licensed Users Same As Number of Concurrent Users of SOFTWARE:

Initials: <u> </u>	FullCourt <i>Enterprise</i> Imaging Module
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Unlimited Public Access Users of SOFTWARE

Initials: <u> N/A </u>	FullCourt <i>Enterprise</i> unlimited Public Access users; provided with CPU licenses for Oracle and FullCourt <i>Enterprise</i> Application Server
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JUSTICE SYSTEMS WARRANTS THAT FOR 90 DAYS FROM THE DATE OF INSTALLATION, THAT THE LICENSED AND SUBLICENSSED SOFTWARE SHALL SUBSTANTIALLY CONFORM TO THE FUNCTIONAL SPECIFICATIONS DESCRIBED IN DOCUMENTATION PROVIDED BY JUSTICE SYSTEMS AND WHEN OPERATED IN THE DESIGNATED OPERATING ENVIRONMENT, SUBJECT TO THE FOLLOWING LIMITATIONS:

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. EXCEPT AS SET FORTH IN THIS SECTION, JUSTICE SYSTEMS DOES NOT WARRANT THAT THE OPERATION OF THE LICENSED AND SUBLICENSSED SOFTWARE OR OF THE APPLICATION WILL BE UNINTERRUPTED AND ERROR FREE. IF CUSTOMER GIVES NOTICE OF AN ERROR OR INABILITY OF THE LICENSED AND SUBLICENSSED SOFTWARE TO SUBSTANTIALLY PERFORM AS SET FORTH HEREIN JUSTICE SYSTEMS SHALL, AT ITS OPTION, RESOLVE THE ERROR OR INABILITY TO PERFORM BY CORRECTING OR REPLACING THE SOFTWARE, OR PROVIDE A REASONABLE WORK-AROUND FOR THE ERROR OR INABILITY, OR SHALL REFUND THE LICENSE FEES PAID UNDER THIS AGREEMENT AND TERMINATE THE LICENSE.

WARRANTY OF LAW: THE PARTIES REPRESENT AND WARRANT THAT TO THE BEST OF THEIR KNOWLEDGE: (I) THERE IS NO CLAIM, LITIGATION OR PROCEEDING PENDING OR THREATENED AGAINST JUSTICE SYSTEMS WITH RESPECT TO THE COMPUTER SOFTWARE PROVIDED TO CUSTOMER OR ANY COMPONENT THEREOF ALLEGING INFRINGEMENT OF ANY PATENT OR COPYRIGHT OR ANY TRADE SECRET OR ANY PROPRIETARY RIGHT OF ANY PERSON; (II) THE COMPUTER SOFTWARE PROVIDED TO CUSTOMER COMPLIES IN ALL MATERIAL RESPECTS WITH APPLICABLE LAWS, RULES AND REGULATIONS; (III) JUSTICE SYSTEMS HAS FULL AUTHORITY TO ENTER INTO THIS AGREEMENT AND TO CONSUMMATE THE TRANSACTIONS CONTEMPLATED HEREBY; AND (IV) THIS AGREEMENT IS NOT PROHIBITED BY ANY OTHER AGREEMENT TO WHICH JUSTICE SYSTEMS IS A PARTY OR BY WHICH IT MAY BE BOUND. IN THE EVENT OF A BREACH OF THIS WARRANTY OF LAW, JUSTICE SYSTEMS SHALL INDEMNIFY AND HOLD HARMLESS THE CITY FROM AND AGAINST ANY AND ALL HARM, INJURY, DAMAGES, COSTS, LOSSES, LIABILITIES, SETTLEMENT AMOUNTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, INCURRED BY CUSTOMER ARISING OUT OF SAID BREACH.

JUSTICE SYSTEMS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR OTHER DAMAGES FOR LOST REVENUE, LOST OPPORTUNITY, LOST DATA OR DATE USE INCURRED BY CUSTOMER OR ANY THIRD-PARTY AND IN ANY EVENT, ANY LIABILITY OF JUSTICE SYSTEMS SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE SOFTWARE; PROVIDED, HOWEVER, THAT THIS LIMITATION SHALL NOT APPLY TO JUSTICE SYSTEM'S INDEMNIFICATION OBLIGATIONS FOR WARRANTY OF LAW AS SET FORTH, ABOVE.

JUSTICE SYSTEMS DOES NOT WARRANT AGAINST DEFECTS IN THE INFORMATION OR SOFTWARE WHICH AN EXAMINATION SHOULD HAVE REASONABLY REVEALED.

THE PARTIES HEREBY EACH DISCLAIM IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, AND ACCURACY. THE INFORMATION AND COMPUTER SOFTWARE PROVIDED UNDER THIS AGREEMENT ARE PROVIDED "AS IS", AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH THE USER OF SUCH INFORMATION AND COMPUTER SOFTWARE.

CUSTOMER RECOGNIZES THAT PORTIONS OF THE SOFTWARE MAY INCLUDE OPEN SOURCE CODE DERIVED FROM OTHER SOURCES THAN JUSTICE SYSTEMS AND THAT WITH RESPECT TO THAT SOURCE CODE, JUSTICE SYSTEMS HAS TAKEN REASONABLE PRECAUTIONS AND TO THE EXTENT REASONABLY POSSIBLE USED DUE DILIGENCE IN ASSURING THAT THE SOFTWARE PROVIDED IS FREE OF THIRD-PARTY CLAIMS OF COPYRIGHT OR PATENT INFRINGEMENT.

FULLCOURT ENTERPRISE MAY INCLUDE RUNTIME PRODUCTS OF THIRD-PARTY VENDORS IN ORDER TO PROVIDE ADDITIONAL FUNCTIONALITY FOR THE BENEFIT OF CUSTOMER. CUSTOMER AGREES NOT TO ALTER, DISASSEMBLE, DECOMPILE, TRANSLATE, ADAPT OR REVERSE-ENGINEER ANY SUCH RUNTIME PRODUCT OR THE PROPRIETARY PRODUCTS CREATED THEREWITH (E.G., WITH RESPECT TO REPORT GENERATION TOOLS THE .RPT REPORT FILE FORMAT); NOT TO DISTRIBUTE THE RUNTIME PRODUCTS TO ANY THIRD-PARTY; NOT TO USE THE RUNTIME PRODUCTS TO CREATE FOR DISTRIBUTION A PRODUCT THAT IS GENERALLY COMPETITIVE WITH THOSE RUNTIME PRODUCT(S) PROVIDED BY JUSTICE SYSTEMS; AND, NOT TO USE THE RUNTIME PRODUCTS ON A RENTAL OR TIMESHARING BASIS OR TO OPERATE A SERVICE BUREAU FOR THE BENEFIT OF THIRD PARTIES. WITH RESPECT TO THOSE RUNTIME PRODUCT(S) LICENSED BY BUSINESS OBJECTS, S.A, OR ANY OF ITS SUBSIDIARIES, CUSTOMER AGREES NOT TO USE THE RUNTIME PRODUCT(S) TO CREATE FOR DISTRIBUTION A PRODUCT THAT CONVERTS THE REPORT FILE (.RPT) FORMAT TO AN ALTERNATIVE REPORT FILE FORMAT USED BY ANY GENERAL PURPOSE REPORT WRITING, DATA ANALYSIS OR REPORT DELIVERY PRODUCT THAT IS NOT THE PROPERTY OF BUSINESS OBJECTS, S.A, OR ANY OF ITS SUBSIDIARIES.

THIS WARRANTY EXTENDS ONLY TO THE CUSTOMER IDENTIFIED IN THE BODY OF THIS LICENSE AGREEMENT, OR THE UNDERLYING AGREEMENT TO WHICH IT HAS BEEN MADE AN ATTACHMENT. SUBSEQUENT TRANSFEREES MUST ACCEPT THE APPLICATION "AS IS" AND WITH NO WARRANTIES OF ANY KIND. ANY AND ALL WARRANTIES AND INDEMNIFICATIONS PROVIDED BY THIS LICENSE SHALL BE NULL AND VOID AS TO THE SOFTWARE, SOFTWARE PRODUCTS AND SERVICES WHERE NONCOMPLIANCE IS CAUSED BY OR RELATED TO (1) ACTS OR OMISSIONS OF OTHERS THAN JUSTICE SYSTEMS PERSONNEL, ITS AGENTS OR THIRD PARTIES; (2) MISUSE, THEFT, VANDALISM, FIRE, WATER OR OTHER PERIL; (3) MOVING OR RELOCATION NOT AUTHORIZED BY JUSTICE SYSTEMS; (4) ANY ALTERATIONS OR MODIFICATIONS MADE TO THE SOFTWARE BY CUSTOMER, ITS AGENTS OR REPRESENTATIVES, ACCIDENT, ABUSE, MISAPPLICATION, FAILURE TO FOLLOW CORRECT PROCEDURES FOR STARTING UP THE SYSTEM OR SHUTTING IT DOWN, OR BY INTRODUCTION OF ANY NEW SOFTWARE OTHER THAN IN THE OPERATING ENVIRONMENT SPECIFIED BY JUSTICE SYSTEMS; (6) FAILURE OF CUSTOMER TO ADEQUATELY PROVIDE FOR DATA SECURITY AND REASONABLE PROTECTION AGAINST VIRUSES, WORMS OR OTHER DESTRUCTIVE SOFTWARE MECHANISMS; OR (7) CODING, INFORMATION, OR SPECIFICATIONS CREATED OR PROVIDED BY CUSTOMER.

Notwithstanding any other provision of the Amendment **Justice Systems** may terminate this SOFTWARE LICENSE agreement immediately if **Customer** (a) fails to make any LICENSE fee payment as set forth by agreement; or, (b) commits a material breach of any of its obligations provided for under this LICENSE, which breach is not remedied or cured within sixty (60) days after notice thereof by **Justice Systems** to **Customer**. Upon termination, **Customer** shall immediately cease to use the SOFTWARE and shall immediately deliver to **Justice Systems** all copies of the SOFTWARE or any other property of **Justice Systems** relating to the SOFTWARE and shall certify in writing that these terms have been fulfilled.

Customer recognizes that money damages may not be an adequate remedy for its breach or violation of the terms of this SOFTWARE LICENSE, or threatened breach or violation, and injunctive relief or other equitable remedies shall be available to **Justice Systems** as a remedy in addition to any other remedies available under the law.

FULLCOURT ENTERPRISE™ OPERATING ENVIRONMENT

Standard Configuration:

FullCourt *Enterprise* is supported by different components, each of which may be implemented on separate hardware platforms. These components are:

- FullCourt *Enterprise* middle tier application/web server. Justice Systems requires FullCourt *Enterprise* Application Server as the application / web server for FullCourt *Enterprise*. The server running the application / web server must use either a Windows Server 2003 / 2008 or later or a Redhat Linux v5 or later operating system that is compatible with FullCourt *Enterprise* Application Server or such other MIDDLEWARE products as **Justice Systems** may approve.
- Database server containing FullCourt *Enterprise* application data. **Customer** will provide their own MS SQL Server database. **Justice Systems** requires version 2005 or later of MS SQL Server
- Workstations supporting the browser based user interface. **Justice Systems** currently requires Microsoft Internet Explorer v8 or later or Google Chrome v11 as the browser for FullCourt *Enterprise* but will designate at the time of installation the appropriate version (in the event of change).

Performance of the overall system is the result of a combination of products working together in harmony. Inasmuch as both parties will be independently providing and responsible for maintaining various components of the system, the parties mutually recognize that no assurances can be made by **Justice Systems** as to the final performance of the SOFTWARE. The parties agree to work together to achieve optimum performance results to the extent that the same may be reasonably obtained.

Justice Systems Will Provide:

It is understood that the FullCourt *Enterprise* System utilizes FullCourt *Enterprise* Application Server MIDDLEWARE and that **Justice Systems** will provide this MIDDLEWARE with FullCourt *Enterprise*.

Justice Systems will provide as a part of the implementation contemplated by this Agreement all necessary SOFTWARE and SOFTWARE PRODUCTS for the operation of the FullCourt *Enterprise* System, including Enterprise Service Bus.

Customer Will Provide:

Any and all other components of the operating environment will be provided by **Customer**, including without limitation, the following:

- All hardware, including workstations and servers
- Compatible operating systems
- MS SQL Server database
- All networking components
- All printers and scanners
- Microsoft Word
- A compatible internet browser
- All backup system components
- Java Virtual Machine
- Open Office
- Java Development Kit

Customer Preparation Responsibilities:

The **Customer** must have the complete hardware and networking infrastructure in place and operational before the installation of the STANDARD SOFTWARE and/or CUSTOM SOFTWARE. This includes:

1. Assuring that all hardware (server/workstations/Local Area Network/ printers/Internet access with ports 80 and 443 unblocked/tape backup system etc.) is fully tested and operational prior to the FullCourt *Enterprise* installation.
2. Assuring that Internet access is available to the server and workstations in order to support remote installation and diagnosis. If any component is to be installed on servers running either UNIX or Linux, at least one (1) Windows workstation with Internet access should also have X Server SOFTWARE installed so that the server(s) may be accessed for installation, configuration and maintenance.

The entire system (including Internet connection) must be fully tested and operational prior to the installation of the **Justice Systems'** provided SOFTWARE. Customer must contact **Justice Systems** with any questions regarding the required hardware/software necessary to run the Justice Systems' products. In order to assure that the proper hardware, networking, and operating system infrastructure, etc. is installed and fully operational, **Justice Systems** will conduct a preliminary installation conference call with the appropriate **Customer** staff (including Information Systems personnel).

The operating environment will be configured by Customer pursuant to the provisions of the most currently published version of the "FullCourt *Enterprise* Recommended System Configuration" which will be provided to **Customer** by **Justice Systems**.

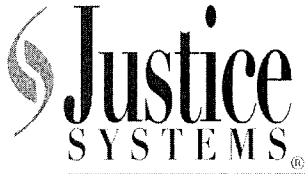
FullCourt *Enterprise* Application Server SUBLICENSE Agreement

Justice Systems grants to Customer a SUBLICENSE to use FullCourt *Enterprise* Application Server software (FCE-AS) in conjunction with the FullCourt *Enterprise* software provided by Justice Systems to Customer. This SUBLICENSE is subject to the terms and conditions of the underlying Agreement to which this SUBLICENSE Agreement has been made a part, as well as the following terms.

- 1) For the purposes of this SUBLICENSE, FCE-AS shall be utilized only for the purpose of running FullCourt *Enterprise* or such other programs as may be provided by Justice Systems to Customer.
- 2) The right to use FCE-AS is a nonexclusive, non-transferable SUBLICENSE granted Customer by Justice Systems to use only the object code of FCE-AS provided by Justice Systems with the FullCourt *Enterprise* software LICENSE granted concurrent hereto and the FCE-AS user guides and manuals.
- 3) FCE-AS will be provided by Justice Systems and shall be used only with FullCourt *Enterprise* or such other programs as may be provided by Justice Systems to Customer.
- 4) Justice Systems will install FCE-AS as provided by the agreement(s) referred to above.
- 5) Each copy of FCE-AS shall be for the Customer's own internal use within the limits of its geographic jurisdiction. The FCE-AS program shall not be transferred except for temporary transfer in the event of computer malfunction.
- 6) The Customer shall not transfer, assign, timeshare, rent, lease, provide subscription services, act as a service bureau for the use of the licensed products or otherwise use FCE-AS except with FullCourt *Enterprise*.
- 7) The Customer does not acquire any rights in FCE-AS other than the limited rights specified in this SUBLICENSE.
- 8) Customer shall not reverse engineer, disassemble, decompile or duplicate FCE-AS except for it may duplicate up to two (2) copies for backup and/or archival purposes.
- 9) Customer shall not remove or modify any program markings, nor any notice of proprietary rights. All trademarks, trade names, logos and notices present will be preserved and not deliverately defaced, modified or obliterated except by normal wear and tear. Customer shall not use any trademarks without express written authorization.
- 10) Customer shall not hold Justice Systems liable for any damages, whether direct, indirect, special, incidental, or consequential, arising from the use of FCE-AS.
- 11) Customer shall, at the termination of the SUBLICENSE, promptly discontinue use and return to Justice Systems all copies of FCE-AS and Documentation.
- 12) Customer shall not publish any results of benchmark tests run on FCE-AS.
- 13) Customer shall not engage in any deceptive or misleading practices that may be detrimental to the program herein offered.
- 14) Customer shall comply fully with all relevant export laws and regulations of the United States to assure that neither FCE-AS, nor any direct product thereof, are exported, directly or indirectly, in violation of United States law or laws of any other country.
- 15) Justice Systems does not provide any warranty for FCE-AS separate and apart from such warranties as are provided in the software license.
- 16) Customer agrees to cooperate with any audit of the use and distribution of FCE-AS conducted by Justice Systems.
- 17) The provisions of the Uniform Computer Information Transactions Act shall not apply to this sublicense or the FullCourt license granted herewith.

Products Applicable to this Sublicense:

Item #	Application Specific Program	Maximum Server Size	Description	Qty	Price per License	Total License Charge
1	FCE-AS	N/A	FCE Application Server Application Specific, Perpetual Named User Licenses	7	N/C	N/C
TOTAL APPLICATION SPECIFIC LICENSE CHARGE					\$	N/C



The Right Solutions for the Justice System

FullCourt *Enterprise*TM Upgrade Proposal

**Northglenn Municipal Court,
Colorado**

January 14, 2013

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**FullCourt Enterprise Upgrade** **\$3,500****FullCourt Enterprise Upgrade[±]** 3,500

Existing FullCourt V4 or V5 case management required for the upgrade to the FullCourt Enterprise browser system. Pricing based on 7 licenses at \$500/license. This pricing includes 7 FCE Application Server Named Users Licenses.

The city will be providing the MS SQL Server database.

Installation, Set-up and Training **\$15,000****Installation** 4,000

Justice Systems will remotely install FullCourt Enterprise. The database will be tuned and the application tested during this process to assure a successful installation. A 3-day remote set-up will be conducted prior to training.

Please be advised that the court will need to be closed during a portion of the up-grade period.

Set-up and On-site Training 9,000

A 1-week set-up and training session for the FullCourt Enterprise case management system will be conducted on-site (travel time included).

Travel Expenses 2,000

Travel expenses include airfare, rental car, hotel, and meal for the court specialist during the on-site training.

Data Conversion **\$5,000**

Data Conversion 5,000
This Oracle to SQL full Data Conversion will bring all party information, as much table set up as is technically possible, as well as maintain all the existing cases and case data for continued use in the new system. An Oracle to SQL Data Conversion can be done for any existing V4 or V5 version of FullCourt to the new FullCourt Enterprise system. This conversion will be performed remotely in cooperation with the court.

Colorado Driver History Reporting **Included**

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The DMV Driver History functionality allows the court to send a request to the DMV for driver history records electronically and to receive the response file from the DMV to store it for future reference.

Colorado Disposition Reporting **Included**

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The DMV Disposition Reporting sends all disposition information including points to the Department of Motor Vehicles.





Module/Service/Options	\$13,360
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Citation Import/Export Module**Included**

The FullCourt Enterprise Citation Import/Export capability is included in the cost of this upgrade. This standard interface is a batch environment.

Citation Import/Export Module Set-up Services

1,320

Justice Systems will provide 1 day of remote assistance to the Northglenn Municipal Court in setting-up the Citation Import/Export functionality within FullCourt Enterprise.

Collections Module**Included**

The Standard FullCourt Enterprise Collections Module was designed to assist courts with fine/fee collections through an interface to government and private collection agencies. The provision of accurate financial information from the court database assures more readily-usable data by the third party vendors. Both the export of this data to and the receipt of up-to-date payment history from third party vendors are automated and reduce court staff workload. Courts can readily maintain important case payment information with a minimal expenditure of resources and, at the same time, increase the effectiveness of collection efforts and reduction of accounts receivable.

FullCourt Enterprise Collection Module Set-up Services

1,320

The FullCourt Enterprise Collections Module capability is included in the cost of this upgrade. Justice Systems will assist the Court with remote set-up and testing of the Collections Module before the Go-live. Modifications to the Standard Collections Interface functionality will incur additional costs.

Standard Financial Interface**Included**

The FullCourt Enterprise Financial Export Module provides a mechanism to export financial transactions so they can be imported into an external financial system. The export format is a NIEM-conformant XML file which includes the following information for each transaction: transaction type (e.g. bond payment, case payment, disbursement, journal entry, victim restitution, etc.), GL information (e.g. account, credit/debit) and receipt information (e.g. amount, payment method, payment date, payor name and receipt number). If the external financial application is unable to consume the standard XML file format, Justice Systems can develop a custom translator to map the data into an alternate format (e.g. a comma-separated flat file) at an additional cost.

Standard Financial Interface Services

1,320

The FullCourt Enterprise Standard Financial Interface is included in FullCourt Enterprise. Justice Systems will assist the Court with remote set-up of the Standard Financial Interface and testing before the Go-live.





Juvenile Information System Export 9,900
 Colorado courts may send juvenile case data to the Juvenile Information System. The data includes all parties who, at the time of the report, are juveniles and are victims, witnesses, or subjects in any court cases. Further, the data shows any charges against any juvenile subjects, and whether any action has been taken on any of these charges.

FullCourt Enterprise Integrated Imaging Module \$13,063

FullCourt Enterprise Integrated Imaging 8,113
 The standard FullCourt Enterprise Integrated Imaging functionality includes both scan and view capabilities. The total number of Integrated Imaging licenses must equal the total number of FullCourt Enterprise licenses. The cost of the 7 Integrated Imaging licenses is \$1,159 per license.

†Scanning hardware is the responsibility of the court. Justice Systems imaging products support the TWAIN Standard and can be contracted to submit a particular scanner through our certification process.

Batch Imaging Sub-module 1,450
 The Batch Sub-module to the FullCourt Enterprise Integrated Imaging provides additional functionality to the Imaging Module. This sub-module supports court procedures where multiple documents are to be scanned and indexed at one time.

Imaging Set-up, Installation and Training 3,500
 Installation and set-up will be provided remotely. Training includes one day of remote training.

Annual Maintenance \$8,892

FullCourt Enterprise Annual Maintenance 7,700
 FullCourt Enterprise annual maintenance includes support and future enhancements. Pricing based on 7 licenses at \$1,100/license. A pro-rated balance of any paid maintenance will be applied towards the FullCourt Enterprise maintenance.

The System Support Agreement includes:

- All future FullCourt Enterprise License Version up-grades included in maintenance
- 1st Level Support
- Telephone support
- Remote diagnostics support
- FullCourt maintenance releases
- Error corrections

Imaging Annual Maintenance 1,192
 Annual maintenance includes 1st Level support, phone support, email support, remote diagnostics, maintenance releases and error corrections. The annual cost represents 7 licenses at \$136 per license plus \$240 annual maintenance for the Batch Imaging Sub-module.



**Financial Summary of One Time Cost \$50,463**

Total comprised of the following items:

• FullCourt Enterprise License Upgrade	3,500
• FullCourt Enterprise Installation, Set-up and Training	15,000
• FullCourt Enterprise Conversion	5,000
• Colorado Driver History and Disposition Reports	Included
• FullCourt Enterprise Citation Import/Export Module Set-up Services	1,320
• FullCourt Enterprise Collection Module Set-up Services	1,320
• Standard Financial Interface Set-up Services	1,320
• Juvenile Information System Export	9,900
• FullCourt Enterprise Integrated Imaging	13,063
• New Mexico Gross Receipts Tax	N/A

Financial Summary of Recurring Cost \$8,892

• FullCourt Enterprise Annual Maintenance	7,700
• FullCourt Enterprise Integrated Imaging Annual Maintenance	1,192
• Annual Pro-rated Maintenance Credit	TBD
• New Mexico Gross Receipts Tax	N/A

For any questions concerning this proposal please contact Ernie Segó at Justice Systems (505) 883-3987.

[±]The following restrictions apply to the proposed FCE Application Server Licenses:

- FCE Application Server CPU licenses are limited to 6 cores per CPU.
- FCE Application Server CPU licensing in this proposal assumes a non-virtualized environment. For CPU licensing, if FCE Application Server is run in a virtualized environment, a CPU license is required for each CPU on the physical host server(s) where FCE Application Server could potentially run. Using OS resource managers to limit the number of CPUs allocated to FCE Application Server instances is permitted as a means to limit the number of software licenses required for any given server. VMware vSphere enables you to consolidate multiple workloads in the form of virtual machines on a single host. When using FCE Application Server CPU licensing on vSphere, customers must ensure that virtual machines are running on hosts fully licensed for the product. VMware enables you to pin a virtual machine to certain CPUs inside the host (using CPU pinning or CPU affinity rules) to limit the number software licenses required for any given server. In addition, in a VMware





vSphere environment, multiple hosts are typically clustered together, enabling virtual machines to move freely between the hosts by means of *vMotion*, *Dynamic Resource Scheduling (DRS)*, *VMware High Availability (HA)* and *VMware Fault Tolerance*. In a *vSphere* cluster, all the hosts in the cluster where *FCE Application Server* could potentially run must be fully licensed to run the product. *VMware* enables you to pin a virtual machine to certain host servers inside the cluster (using host affinity rules) to limit the number software licenses required. If you have questions regarding licensing for a virtualized environment, please contact Justice Systems.

