

SOFTWARE LICENSE AGREEMENT

SOLUTION SPECIALTIES INCORPORATED ("Licensor"), an Illinois corporation, hereby grants Vermilion County Probation and Court Services ("Licensee"), in the State of Illinois, a license to use the computer programs, related user documentation and services identified below (collectively the "Tracker Package") subject to the following terms and conditions:

1. **Scope of License.** This Software License Agreement (hereinafter, "Agreement") covers, and the Tracker Package includes, the computer software identified below (including updates and revisions) and any related computer software, documentation and information created and provided by Licensor as described in Attachment A hereto, as well as such other riders as the parties may mutually agree upon in writing. The Tracker Package is designed to work with certain software packages not created by Licensor, such as software products from Sun Microsystems and Revelation Technologies, Inc. This license does not create or transfer any right, title or interest in any such software not created by Licensor, for which the Licensee agrees to enter into a separate license agreement.

2. **License.** Licensor grants Licensee a non-exclusive, non-transferable license to use the Tracker Package for Licensee's own purposes. Licensee shall not:

- A. **Copy.** Make any copies, in whole or in part, of any computer program, contained in the Tracker Package except as an essential step in using the Tracker Package or for archival purposes.
- B. **Disseminate.** Provide or disseminate all or any part of the Tracker Package to any other person; or
- C. **Modify or Reverse Engineer.** Attempt to modify, reverse engineer, reverse compile or disassemble the object code for the Tracker Package or other software provided under this Agreement.

3. **Term of License; Termination.** Subject to termination for breach by Licensee, this Agreement is perpetual. If Licensee violates any term or condition of this Agreement, Licensor or its agents may immediately terminate this Agreement by giving written notice of termination to Licensee. Licensee may voluntarily terminate this Agreement by giving notice of termination to Licensor and returning to Licensor all copies of all or any part of the Tracker Package, or any part thereof, in Licensee's possession or under Licensee's control.

4. **Effect of Termination.** Immediately upon termination, Licensee shall return to Licensor all copies of the Tracker Package, or any part thereof, in Licensee's possession or under Licensee's control. Licensee will have no right to keep or use any copy of the Tracker Package, or part thereof, for any purpose after termination.

5. **Limited Warranty for Software.** Licensor warrants its software to be free from defects for one year from the date of initial delivery as defined in Attachment A. If any defect is reported to Licensor within one (1) year from the date of the initial delivery of the Tracker Package, Licensor will

correct or replace the defective software, without charge. This warranty does not cover defects due to accident, abuse, service, or modification by any unauthorized person.

6. **Limitation of Liability.** OTHER THAN THE WARRANTY EXPRESSLY PROVIDED IN PARAGRAPH 5 OF THIS AGREEMENT, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY LICENSOR. IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF THE USE OF THE TRACKER PACKAGE BY ANY PERSON WHETHER OR NOT INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. Licensor's total liability with respect to all causes of action together shall not exceed amounts paid by Licensee to Licensor for this License. These limitations apply to all causes of action, including breach of contract, breach of warranty, Licensor negligence, strict liability, misrepresentation and other torts. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply.

7. **Assignment and Delegation.** Licensee shall not assign this Agreement or any rights under it and shall not delegate any duties under this Agreement without Licensor's prior written consent. Any attempt to assign or delegate without that consent shall be void. The foregoing limitation on the Licensee's right to assign this Agreement specifically applies, but is not limited to Licensee's attempt to transfer its rights and duties under this Agreement to any outsourcer or outside systems facility manager.

8. **Licensor's Proprietary Rights.** Licensee acknowledges and agrees that Licensor has and shall retain all ownership rights in the Tracker Package and its individual components, including all patents, copyrights, trade secrets, trademarks, service marks and related registrations and goodwill. Licensee shall have no rights in the Tracker Package and its components except as explicitly stated in this Agreement.

9. **Confidentiality.** The Tracker Package and its components are confidential and proprietary information and Licensee shall not provide or divulge the same to any unauthorized person or entity, or use or allow the use of the same for the benefit of any other person or entity. Licensee shall advise its agents and employees of their obligation not to disclose or appropriate the same.

10. **No Modification.** The Tracker Package is licensed only in its present form and any modification thereof shall be effected only by Licensor. Any attempt on the part of the Licensee to modify the Tracker Package software shall void the warranty provided herein.

11. **Equitable Remedies.** Licensee acknowledges and agrees that performance by Licensee of its obligations, covenants and agreements contained in this Agreement is vital and unique to accomplishment of Licensor's purposes, intent and motivation in entering into this Agreement, and that any breach thereof would give rise to significant and irreparable injury to Licensor, for which money damages are an inadequate remedy. Therefore, if any action or proceeding is commenced by or on behalf of Licensor to enforce any term or provision of this Agreement, Licensee hereby waives the claim

or defense thereto that Licensor has an adequate remedy at law or has not been, or is not being, irreparably injured by such breach or default, and the same shall be enforceable in a court of equity by temporary and permanent injunction, restraining order or a decree of specific performance. In addition to the foregoing, the Licensor shall be entitled to recover its court costs and reasonable attorneys fees if it is required to enforce any of its rights under this agreement, whether at law or in equity. The remedies provided in this paragraph 11 shall be cumulative, not exclusive and in addition to any other remedies which Licensor may have pursuant to this Agreement or applicable laws.

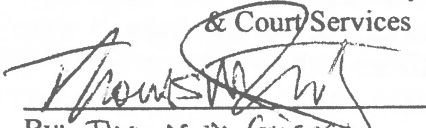
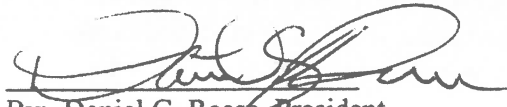
12. **Construction of Agreement.** This Agreement, including Attachment A and all other attachments, represents the entire agreement between Licensor and Licensee with respect to the licensing of the Tracker Package. Licensee and Licensor agree that all other agreements, proposals, purchase orders, representations or understandings between the parties concerning the license or software, whether oral or written, are superseded in their entirety by this Agreement. No alteration, modification, amendment or addition to this Agreement will be effective unless made in writing and signed by the duly authorized representatives of the parties. Each section of this Agreement and each sentence, clause or phrase contained in such section shall be considered severable and, if for any reason, any section, sentence, clause or phrase is determined to be invalid or contrary to existing or future law by a court of competent jurisdiction, such invalid portion shall be deemed to be stricken from the Agreement and shall not impair the operation or affect of the remaining portions of the Agreement. Paragraph headings are for organizational and reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement shall be governed by the law of the State of Illinois applicable to agreements which are negotiated, executed and performed in their entirety within that State.

THE PERSON SIGNING THIS AGREEMENT WARRANTS THAT HE OR SHE IS DULY AUTHORIZED TO SIGN THIS AGREEMENT ON BEHALF OF LICENSEE AND HAS READ THIS AGREEMENT AND UNDERSTANDS AND AGREES TO ALL OF ITS TERMS AND CONDITIONS.

Effective date of this Agreement: 5-22-06

LICENSOR: Solution Specialties, Inc.

LICENSE: Vermilion County Probation & Court Services



By: Daniel G. Reese, President

By: Thomas M. Graguit

Date: 5-22-06

Date: 5/17/06

ATTACHMENT A

This Attachment is made a part of the Software License Agreement entered into between the parties concurrent with this Attachment A.

I. Licensor agrees to provide:

(a) **Tracker software.** Computer software from Licensor as follows:

(1) **Client Workstation Licenses.** One (1) copy of the Client software module, version 2006 or above, excluding source code, and a user license for thirty-five (35) workstations;

(2) **Middleware Server Licenses.** One (1) copy of the Middleware Server software module, version 2006 or above, excluding source code, and a user license for thirty-five (35) simultaneous connections from the Client module described in sub-part I(a)(1), for use at the Danville, Illinois installation site.

(3) **Included Software Modules.** The application software will include the existing Tracker case management software for Adult Probation, Juvenile Probation and LSI-R Integration, in Illinois. In addition, two (2) of the 35 licenses will also have access to the Financial Module.

(4) **User documentation.** One (1) copy of existing user documentation for the modules described in sub-part I(a)(3) will be provided in electronic format and available on-line to licensed users;

(b) **Revelation software.** Database software from Revelation Technologies, Inc. as follows:

(1) **Software licenses,** as needed, to allow a total of thirty-five (35) simultaneous users of the software described in sub-part I(a)(2);

(c) **Delivery and installation services.** Licensor will deliver and install the software described in sub-parts I(a) and I(b) on Licensee's server hardware, and verify that the software is operational. The software shall be delivered to and installed at the location(s) specified in sub-part I(a)(2). The delivery and installation services may be provided over dial-up or Internet-based connection;

(d) **Initial training services.** Training will include a combination of individualized and group instruction, and will address the operation and use of the application software described in sub-part I(a)(3);

(e) **Support services.** These services may be provided in three forms i.e., phone support, remote computer access, and on-site. These are described as follows:

(1) Phone support will be provided to answer questions and provide guidance in the operation of the Tracker Package. Licensor will make itself available via telephone to answer questions from approximately 8:30 A.M. to 5 P.M. Monday through Friday, Central Time, excluding holidays. These hours are subject to change and may require that Licensee's initial contact be made to Licensor's answering machine or answering service;

(2) Remote computer access support will be provided to answer questions, provide guidance and training, diagnose and trouble-shoot problems, and to transfer and install modifications to the software. This type of support is provided through Licensor's operational guidance and direct manipulation through a modem or Internet-based access to Licensee's computer. Remote computer access support is provided during the same hours as phone support is provided;

(3) On-site services consist of Licensor traveling to a site specified by Licensee and providing services in person at that location, as mutually agreed to by Licensor and Licensee;

(f) **Software modifications.** Modifications or supplements to the software and documentation may be made on the following bases:

(1) Modifications and supplements initiated by Licensor may be offered at Licensor's option for a fee to be specified by Licensor;

(2) Any modifications or supplements to the Tracker Package provided pursuant to request by the Licensee will be billed pursuant to sub-part III.

(g) **Other services.** Licensor may provide other services pursuant to request by Licensee, or as mutually agreed to by Licensor and Licensee. At Licensor's option, these services may be provided for a fee specified by Licensor, or billed pursuant to sub-part III.

II. Licensee agrees to the following:

(a) **System Managers.** Provide two or more staff to receive specialized training in the security and maintenance aspects of the Tracker Package, and to make them available for that training during the installation and training periods specified above. These staff shall participate in all training specified in sub-part I(d);

(b) **Trainees.** Provide two or more staff to receive training in data entry and access respecting the Tracker Package, and to make them available for that training during the training specified in sub-part I(d). The Trainees may be the same staff as the System Managers;

(c) **Computer hardware and operating systems.** Licensee shall provide and maintain computer hardware and operating systems for all computers that will use the Tracker Package. Each machine using the software described in sub-part I(a) shall meet or exceed the minimum technical requirements for the software described in sub-part II(d), and contain sufficient memory (RAM) required for the proper operation of the Tracker Package. Licensee or its agents shall install patches and repairs for the operating system and other computer components as needed to insure the proper operation of JRE and the software described in sub-parts I(a) and I(b);

(d) **Java Runtime Environment (JRE) software.** Licensee shall, at its own cost, obtain and install JRE on each computer that will use the software described in sub-part I(a). JRE is required for the proper operation of the software described in sub-part I(a):

(1) JRE shall be a version that is approved by Licensor. The current approved version of JRE is Java 2 Runtime Environment Standard Edition version 1.5.0_05. Licensee stipulates that it has been advised that the approved version(s) of JRE may be modified by Licensor from time to time;

(e) **Middleware server.** Licensee shall provide server hardware to run the software described in sub-parts I(a)(2) and I(b), that meets all of the requirements of sub-part II(c), and uses one of the following 32 bit Microsoft Operating Systems: Windows 2000 Server, Windows Server 2003. Licensee stipulates that it has been advised that the list of approved server operating systems be modified by Licensor from time to time;

(f) **Computer network.** Licensee shall provide an operational computer network at the installation site using the networking protocols needed for the proper operation of the Tracker Package. The necessary protocols are dictated by the requirements of JRE and the Revelation database products that have been licensed to Licensee. Licensee or its agents shall install patches and repairs for the network components as needed to ensure the proper operation of those products;

(g) **Remote access.** Licensee shall provide remote control software that is compatible with the remote control software used by Licensor, and a compatible modem or Internet connection at each installation site for use by Licensor. Upon request of Licensor, Licensee shall provide Licensor with access to Licensee's computers, using the remote control software, to service and maintain the software;

(h) **Problem notification.** Licensee shall notify Licensor of any identified problems with the operation of the Tracker Package within 24 hours of that identification, excluding weekends and holidays, and cooperate fully with Licensor in its efforts to solve those problems;

(i) **Ownership.** Licensee agrees all software and documentation described in sub-part I and any modification or supplement to the Tracker Package, regardless of who makes the modifica-

tion or supplement, is the property of Licensor and Licensee has no ownership rights of any kind to the software, the modifications, the supplements, or the documentation.

(j) **Limitation of Liability and Warranties.** Licensee acknowledges that certain software, including software utilities, used with the Tracker Package are provided by third-parties, including, but not limited to Java Runtime Environment software from Sun Microsystems, and database software from Revelation Technologies, Inc. LICENSOR PROVIDES NO WARRANTIES WITH RESPECT TO ANY THIRD-PARTY SOFTWARE. Licensee acknowledges and agrees that its rights and obligations related to any third-party software, including any warranties, shall be governed and provided solely by the terms of the license agreements with the vendor of the third-party software. Licensor is not a party to those license agreements and has no obligations to Licensee with respect thereto. OTHER THAN THE WARRANTY EXPRESSLY PROVIDED IN PARAGRAPH 5 OF THE SOFTWARE LICENSE AGREEMENT, AND NOTWITHSTANDING ANY OTHER AGREEMENT TO THE CONTRARY, NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY LICENSOR, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

III. Compensation

(a) **Compensation for licenses.** Licensee shall pay to Licensor \$60,850.00 for the software licenses and goods described in sub-parts I(a) and I(b). The aggregate amount of \$60,850.00 shall be payable as follows:

- (1) \$30,425.00 upon the execution of the Software License Agreement and Licensor invoicing therefore;
- (2) \$30,425.00 upon delivery of the goods to the location specified in sub-parts I(a)(2) and Licensor invoicing therefore;

(b) **Compensation for services.** License shall pay Licensor for any services provided under sub-parts I(d), I(e), I(f) and I(g) in the following manner:

- (1) \$1,495.00 per day per person for on-site services, including travel time. On-site services consist of Licensor traveling to a site specified by Licensee and providing services in person at that location, as mutually agreed to by Licensor and Licensee. ;
- (2) \$130.00 per hour for off-site services. Off-site services consist of all services provided by Licensor to Licensee that are not on-site services.
- (3) These rates of compensation may be increased annually, but not before January 1, 2007.

(c) **Reimbursement for expenses.** Licensee shall reimburse Licensor for expenses incurred by Licensor for:


- (1) All air fare expenses related to on-site services;
- (2) All telecommunications expenses incurred during the delivery of remote computer dial-in services, as described in sub-part I(d)(2);

(d) **Prompt Payment.** Licensee shall pay in full all amounts invoiced, without setoff, upon receipt of said invoice from Licensor. Any part of an invoice which remains unpaid 30 days after the date of the invoice shall accrue interest at the rate of 1 % per month until paid in full. Licensee further agrees to pay Licensor for all costs, expenses and attorneys fees incurred by Licensor in the collection of fees or charges from Licensee. All amounts invoiced and paid are non-refundable;

THE PERSON SIGNING THIS AGREEMENT WARRANTS THAT HE OR SHE IS DULY AUTHORIZED TO SIGN THIS AGREEMENT ON BEHALF OF LICENSEE, HAS READ THIS AGREEMENT AND UNDERSTANDS AND AGREES TO ALL OF ITS TERMS AND CONDITIONS.

LICENSOR: Solution Specialties, Inc.

LICENSE: Vermilion County Probation
& Court Services


By: Daniel G. Reese, President


By: Thomas M. Gregory

Date: 5-22-06

Date: 5/17/06

ATTACHMENT B
Tracker Server Upgrade

This Attachment is made a part of the Software License Agreement entered into between the parties with an effective date of May 22, 2006. Except as amended by this Agreement, all other terms of the Software License Agreement and Attachment A remain in full force and effect.

I. Licensor agrees to provide:

(a) **Revelation Software.** Computer software licenses from Revelation Software, Inc. as follows:

(1) One copy of OpenInsight database software, version 9.4, for installation on the Tracker Server at the Vermilion County Probation installation site.

(2) One copy of the Revelation Universal Driver (NUL), version 4.7, for use with the software described in Section I(a)(1);

(3) **OpenInsight Upgrade.** If the license term in Section I(c) is 2 years or more, Licensor will be entitled to upgrade the license in I(a)(1) from OpenInsight 9.4 to OpenInsight 10.0, after version 10.0 becomes available, for no additional cost. This pertains to the license only and installation labor is not included;

(4) Revelation requires, as a condition of using its software, that Licensee agree to the terms of Revelation's license agreement with respect to the software listed in Section I(a). To the extent that consent to the Revelation license agreement must be indicated as part of the Revelation software installation process, by "clicking" or otherwise, Licensee authorizes Licensor to consent on Licensee's behalf. The Revelation license may be found on Revelation's website and, upon request, will be provided by Licensor.

(b) **Tracker Software.** Computer software licenses from Licensor as follows:

(1) **Tracker Server Software Upgrade.** Modifications to the existing Tracker Server software, to make that software compatible with the database software described in Section I(a)(1);

(c) **Term of License.** The licenses for the software described in Section I(a) and I(b) are valid for a period of 3 year(s) from the date of this Agreement. Licensee acknowledges that the software described in Section I(a) and I(b) will no longer operate after the expiration of the License Term set forth in Section I(c);

(d) **Delivery and installation services.** Licensor will deliver, install and verify the operation of the software and licenses described in Sections I(a) and I(b). The delivery and installation may be conducted over an Internet-based connection;

(e) **Support services.** These services may be provided in three forms i.e., phone support, remote computer access, and on-site. These are described as follows:

- (1) Phone support will be provided to answer questions and provide guidance in the operation of the Tracker Package. Licensor will make itself available via telephone to answer questions from approximately 8:30 A.M. to 5 P.M. Monday through Friday, Central Time, excluding holidays. These hours are subject to change and may require that Licensee's initial contact be made to Licensor's answering machine or answering service;
 - (2) Remote computer access support will be provided to answer questions, provide guidance and training, diagnose and trouble-shoot problems, and to transfer and install modifications to the software. This type of support is provided through Licensor's operational guidance and direct manipulation through Internet-based access to Licensee's computer. Remote computer access support is provided during the same hours as phone support is provided;
 - (3) On-site services consist of Licensor traveling to a site specified by Licensee and providing services in person at that location, as mutually agreed to by Licensor and Licensee;
- (f) **Software modifications.** Modifications or supplements to the Tracker software and documentation may be made on the following bases:
- (1) Modifications and supplements initiated by Licensor may be offered at Licensor's option for a fee to be specified by Licensor;
 - (2) Any modifications or supplements to the Tracker Package provided pursuant to request by the Licensee will be billed pursuant to Section III.
- (g) **Other services.** Licensor may provide other services as mutually agreed to by Licensor and Licensee. At Licensor's option, these services may be provided for a fee specified by Licensor, or billed pursuant to Section III.

II. Licensee agrees:

- (a) **Computer server hardware and operating systems.** Licensee shall provide server hardware, operating system and other components that comply with the system requirements published by Revelation Software for the software described in Section I(a). Licensee or its agents shall install patches and repairs for the operating system and other components as needed to insure the proper operation of the software and hardware.
- (b) **Java software.** Licensee shall obtain and install Java software, at its own cost, on the server described in Section II(a), using a version that is approved by Oracle Corporation for use with the server operating system described in Section II(a), and approved by Licensor. Licensee stipulates that it has been advised that the approved versions may be modified from time to time;
- (c) **Computer network.** Licensee shall provide an operational computer network at the installation site using the networking protocols needed for the proper operation of the Tracker Package. The necessary protocols are dictated by the requirements of the Java software described in Section II(b) and the Revelation software described in Section I(a). Licensee or its

agents shall install patches and repairs for the network components as needed to ensure the proper operation of those products;

(d) **Remote access.** Licensee shall provide remote control software that is compatible with the remote control software used by Licensor, and a compatible Internet connection at each installation site for use by Licensor. Upon request of Licensor, Licensee shall provide Licensor with access to Licensee's computers, using the remote control software, to inspect, service and maintain the software;

(e) **Problem notification.** Licensee shall notify Licensor of any identified problems with the operation of the Tracker Package within 24 hours of that identification, excluding weekends and holidays, and cooperate fully with Licensor in its efforts to solve those problems;

(f) **Ownership.** Licensee agrees all software described in Section I(b) and any documentation, modification or supplement to the Tracker Package, regardless of who makes the modification or supplement, is the property of Licensor and Licensee has no ownership rights of any kind to the software, the modifications, the supplements, or the documentation.

(g) **Limitation of Liability.** OTHER THAN THE WARRANTY EXPRESSLY PROVIDED IN PARAGRAPH 5 OF THE SOFTWARE LICENSE AGREEMENT, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY LICENSOR. IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF THE USE OF THE TRACKER PACKAGE BY ANY PERSON WHETHER OR NOT INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. Licensor's total liability with respect to all causes of action together shall not exceed the compensation for licenses described in Section III(a) paid by Licensee to Licensor. These limitations apply to all causes of action, including breach of contract, breach of warranty, Licensor negligence, strict liability, misrepresentation and other torts. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply.

Licensee acknowledges that certain software, including software utilities, used with the Tracker Package are provided by third-parties, including, but not limited to the software described in Sections I(a) and II(b). LICENSOR PROVIDES NO WARRANTIES WITH RESPECT TO ANY THIRD-PARTY SOFTWARE. Licensee acknowledges and agrees that its rights and obligations related to any third-party software, including any warranties, shall be governed and provided solely by the terms of the license agreements with the owner of the third-party software. Licensor is not a party to those license agreements and has no obligations to Licensee with respect thereto.

III. Compensation

(a) **Compensation for licenses.** Licensee shall pay to Licensor \$13,161.00 for the software licenses and goods described in Sections I(a), I(b) and I(c). The aggregate amount of \$13,161.00 shall be payable as follows:

(1) \$13,161.00 upon the execution of this Attachment to the Software License Agreement, and Licensor invoicing therefore;

(b) **Compensation for services.** License shall pay Licensor for any services provided under Sections I(d), I(e), I(f), I(g) in the following manner:

(1) \$1,795.00 per day per person for on-site services, including travel time. On-site services consist of Licensor traveling to a site specified by Licensee and providing services in person at that location, as mutually agreed to by Licensor and Licensee. This rate of compensation may be increased annually, on or after January 1, 2016;

(2) \$171.00 per hour for off-site services. Off-site services consist of all services provided by Licensor to Licensee that are not on-site services. This rate of compensation may be increased annually, on or after January 1, 2016;

(3) A discount rate of 10% shall be applied to the hourly rate described in Section III(b)(2). The period and duration of this discount shall be the same as the Term of License described in Section I(c).

(c) **Reimbursement for expenses.** Licensee shall reimburse Licensor for expenses incurred by Licensor for:


(1) All air fare expenses related to on-site services;

(2) All telecommunications expenses incurred during the Delivery and Installation Services described in Section I(d);

(d) **Prompt Payment.** Licensee shall pay in full all amounts invoiced, without setoff, upon receipt of said invoice from Licensor. Any part of an invoice which remains unpaid 30 days after the date of the invoice shall accrue interest at the rate of 1 % per month until paid in full. Licensee further agrees to pay Licensor for all costs, expenses and attorneys fees incurred by Licensor in the collection of fees or charges from Licensee. All amounts invoiced and paid are non-refundable;


THE PERSON SIGNING THIS AGREEMENT WARRANTS THAT HE OR SHE IS DULY AUTHORIZED TO SIGN THIS AGREEMENT ON BEHALF OF LICENSEE, HAS READ THIS AGREEMENT AND UNDERSTANDS AND AGREES TO ALL OF ITS TERMS AND CONDITIONS.

LICENSOR: Solution Specialties, Inc.


By: Daniel G. Reese, President

Date: 5/14/15

LICENSEE: Vermilion County Court Services


By: _____

Date: 5/11/15

ATTACHMENT C
License Agreement Renewal

This License Agreement Renewal ("Renewal") is made a part of the Software License Agreement entered into between the parties with an effective date of May 22, 2006. Except as amended by this Renewal, all other terms of the Software License Agreement and Attachments A through B remain in full force and effect.

1. **Effective Date.** The effective date of this Renewal is May 14, 2018 (the "Effective Date").
2. **Term of License.** Section I(c) of Attachment B (the "Tracker Server Upgrade Attachment") is hereby deleted and replaced with: "The licenses for the software described in Section I(a) and I(b) are valid for a period of 1 year(s) from the Effective Date (the "Renewal Term"). Licensee acknowledges that the software described in Section I(a) and I(b) will no longer operate after the expiration of the License Term set forth in Section I(c)."
3. **Compensation for licenses.** Section III(a) of the Tracker Server Upgrade Attachment is hereby amended to add: "Licensee shall pay to Licensor \$4,872 for the software licenses and goods described in Sections I (a) of the Tracker Service Upgrade Attachment for the Renewal Term, payable upon execution of this Attachment."

THE PERSON SIGNING THIS ATTACHMENT WARRANTS THAT HE OR SHE IS DULY AUTHORIZED TO SIGN THIS ATTACHMENT ON BEHALF OF LICENSEE, HAS READ THIS AGREEMENT AND UNDERSTANDS AND AGREES TO ALL OF ITS TERMS AND CONDITIONS.

LICENSOR: Solution Specialties, Inc.

LICENSEE: Vermilion County Court Services


By: Daniel G. Reese, President


By: _____

Date: 4/24/18

Date: 4/12/18

ATTACHMENT D
License Agreement Renewal

This License Agreement Renewal ("Renewal") is made a part of the Software License Agreement entered into between the parties with an effective date of May 22, 2006. Except as amended by this Renewal, all other terms of the Software License Agreement and Attachments A through Cremain in full force and effect.

1. **Effective Date.** The effective date of this Renewal is May 14, 2019 (the "Effective Date").
2. **Term of License.** Section I(c) of Attachment B (the "Tracker Server Upgrade Attachment") is hereby deleted and replaced with: "The licenses for the software described in Section I(a) and I(b) are valid for a period of 1 (one) year from the Effective Date (the "Renewal Term"). Licensee acknowledges that the software described in Section I(a) and I(b) will no longer operate after the expiration of the License Term set forth in Section I(c)."
3. **Compensation for licenses.** Section III(a) of the Tracker Server Upgrade Attachment is hereby amended to add: "Licensee shall pay to Licensor \$5067.00 for the software licenses and goods described in Sections I (a) and I(b) of the Tracker Server Upgrade Attachment for the Renewal Term, payable upon execution of this Attachment."
4. **Compensation for services.** Section III(b)(3) of the Tracker Server Upgrade Attachment, if present, is hereby deleted.

THE PERSON SIGNING THIS ATTACHMENT WARRANTS THAT HE OR SHE IS DULY AUTHORIZED TO SIGN THIS ATTACHMENT ON BEHALF OF LICENSEE, HAS READ THIS AGREEMENT AND UNDERSTANDS AND AGREES TO ALL OF ITS TERMS AND CONDITIONS.

LICENSOR: Solution Specialties, Inc.

LICENSEE: Vermilion County Court Services


By: Daniel G. Reese, President


By: Thomas Gregory, Director

Date: 3/21/19

Date: 3/18/19

ATTACHMENT E
License Agreement Renewal

This License Agreement Renewal ("Renewal") is made a part of the Software License Agreement entered into between the parties with an effective date of May 22, 2006. Except as amended by this Renewal, all other terms of the Software License Agreement and Attachments A through D remain in full force and effect.

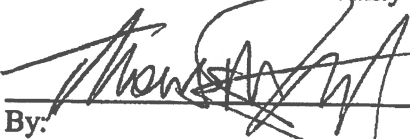
1. **Effective Date.** The effective date of this Renewal is May 14, 2020 (the "Effective Date").
2. **Term of License.** Section I(c) of Attachment B (the "Tracker Server Upgrade Attachment") is hereby deleted and replaced with: "The licenses for the software described in Section I(a) and I(b) are valid for a period of 1 (one) year from the Effective Date (the "Renewal Term"). Licensee acknowledges that the software described in Section I(a) and I(b) will no longer operate after the expiration of the License Term set forth in Section I(c)."
3. **Compensation for licenses.** Section III(a) of the Tracker Server Upgrade Attachment is hereby amended to add: "Licensee shall pay to Licensor \$5,319.00 for the software licenses and goods described in Sections I(a) and I(b) of the Tracker Server Upgrade Attachment for the Renewal Term, payable upon execution of this Attachment."
4. **Compensation for services.** Section III(b)(3) of the Tracker Server Upgrade Attachment, if present, is hereby deleted.

THE PERSON SIGNING THIS ATTACHMENT WARRANTS THAT HE OR SHE IS DULY AUTHORIZED TO SIGN THIS ATTACHMENT ON BEHALF OF LICENSEE, HAS READ THIS AGREEMENT AND UNDERSTANDS AND AGREES TO ALL OF ITS TERMS AND CONDITIONS.

LICENSOR: Solution Specialties, Inc.

LICENSEE: ~~Vermilion County~~ Court Services


By: Sarah J. Hester, President

 - Director
By:

Date: 03/27/2020

Date: 3/20/2020

ATTACHMENT F
License Agreement Renewal

This License Agreement Renewal ("Renewal") is made a part of the Software License Agreement entered into between the parties with an effective date of May 22, 2006. Except as amended by this Renewal, all other terms of the Software License Agreement and Attachments A through E remain in full force and effect.

1. **Effective Date.** The effective date of this Renewal is May 14, 2021 (the "Effective Date").
2. **Term of License.** Section I(c) of Attachment B (the "Tracker Server Upgrade Attachment") is hereby deleted and replaced with: "The licenses for the software described in Section I(a) and I(b) are valid for a period of 1 (one) year from the Effective Date (the "Renewal Term"). Licensee acknowledges that the software described in Section I(a) and I(b) will no longer operate after the expiration of the License Term set forth in Section I(c)."
3. **Compensation for licenses.** Section III(a) of the Tracker Server Upgrade Attachment is hereby amended to add: "Licensee shall pay to Licensor \$5,500.00 for the software licenses and goods described in Sections I(a) and I(b) of the Tracker Server Upgrade Attachment for the Renewal Term, payable upon execution of this Attachment."
4. **Survival of Confidentiality and Equitable Remedies.** Paragraph 4 of the Software License Agreement is hereby amended to add: "Paragraphs 9 (Confidentiality) and 11 (Equitable Remedies) shall survive the termination of this Agreement."

THE PERSON SIGNING THIS ATTACHMENT WARRANTS THAT HE OR SHE IS DULY AUTHORIZED TO SIGN THIS ATTACHMENT ON BEHALF OF LICENSEE, HAS READ THIS AGREEMENT AND UNDERSTANDS AND AGREES TO ALL OF ITS TERMS AND CONDITIONS.

LICENSOR: Solution Specialties, Inc.

LICENSEE: Vermilion County Court Services



By: Sarah J. Hester, President



By: Thomas D. Gregory

Date: 04/13/2021

Date: 4/7/2021

ATTACHMENT G
License Agreement Renewal

This License Agreement Renewal ("Renewal") is made a part of the Software License Agreement entered into between the parties with an effective date of May 22, 2006. Except as amended by this Renewal, all other terms of the Software License Agreement and Attachments A through F remain in full force and effect.


1. **Effective Date.** The effective date of this Renewal is May 14, 2022 (the "Effective Date").
2. **Term of License.** Section I(c) of Attachment B (the "Tracker Server Upgrade Attachment") is hereby deleted and replaced with: "The licenses for the software described in Section I(a) and I(b) are valid for a period of 1 (one) year from the Effective Date (the "Renewal Term"). Licensee acknowledges that the software described in Section I(a) and I(b) will no longer operate after the expiration of the License Term set forth in Section I(c)."
3. **Compensation for licenses.** Section III(a) of the Tracker Server Upgrade Attachment is hereby amended to add: "Licensee shall pay to Licensor \$5,730.00 for the software licenses and goods described in Sections I(a) and I(b) of the Tracker Server Upgrade Attachment for the Renewal Term, payable upon execution of this Attachment."

THE PERSON SIGNING THIS ATTACHMENT WARRANTS THAT HE OR SHE IS DULY AUTHORIZED TO SIGN THIS ATTACHMENT ON BEHALF OF LICENSEE, HAS READ THIS AGREEMENT AND UNDERSTANDS AND AGREES TO ALL OF ITS TERMS AND CONDITIONS.

LICENSOR: Solution Specialties, Inc.

LICENSEE: Vermilion County Court Services


By: Sarah J. Hester, President


By: Thomas M. Gregory, Director

Date: 04/20/22

Date: 4/20/2022

ATTACHMENT H
License Agreement Renewal

This License Agreement Renewal ("Renewal") is made a part of the Software License Agreement entered into between the parties with an effective date of May 22, 2006. Except as amended by this Renewal, all other terms of the Software License Agreement and Attachments A through G remain in full force and effect.

1. **Effective Date.** The effective date of this Renewal is May 14, 2023 (the "Effective Date").
2. **Term of License.** Section I(c) of Attachment B (the "Tracker Server Upgrade Attachment") is hereby deleted and replaced with: "The licenses for the software described in Section I(a) and I(b) are valid for a period of 1 (one) year from the Effective Date (the "Renewal Term"). Licensee acknowledges that the software described in Section I(a) and I(b) will no longer operate after the expiration of the License Term set forth in Section I(c)."
3. **Compensation for licenses.** Section III(a) of the Tracker Server Upgrade Attachment is hereby amended to add: "Licensee shall pay to Licensor \$5,874.00 for the software licenses and goods described in Sections I(a) and I(b) of the Tracker Server Upgrade Attachment for the Renewal Term, payable upon execution of this Attachment."

THE PERSON SIGNING THIS ATTACHMENT WARRANTS THAT HE OR SHE IS DULY AUTHORIZED TO SIGN THIS ATTACHMENT ON BEHALF OF LICENSEE, HAS READ THIS AGREEMENT AND UNDERSTANDS AND AGREES TO ALL OF ITS TERMS AND CONDITIONS.

LICENSOR: Solution Specialties, Inc.

LICENSEE: Vermilion County Court Services


By: Sarah J. Hester, President


By: THOMAS GREGORY

Date: 5/9/2023

Date: 5/4/2023

ATTACHMENT I
License Agreement Renewal

This License Agreement Renewal ("Renewal") is made a part of the Software License Agreement entered into between the parties with an effective date of May 22, 2006. Except as amended by this Renewal, all other terms of the Software License Agreement and Attachments A through H remain in full force and effect.

1. **Effective Date.** The effective date of this Renewal is May 14, 2024 (the "Effective Date").
2. **Term of License.** Section I(c) of Attachment B (the "Tracker Server Upgrade Attachment") is hereby deleted and replaced with: "The licenses for the software described in Section I(a) and I(b) are valid for a period of 1 (one) year from the Effective Date (the "Renewal Term"). Licensee acknowledges that the software described in Section I(a) and I(b) will no longer operate after the expiration of the License Term set forth in Section I(c)."
3. **Compensation for licenses.** Section III(a) of the Tracker Server Upgrade Attachment is hereby amended to add: "Licensee shall pay to Licensor \$6,423.00 for the software licenses and goods described in Sections I(a) and I(b) of the Tracker Server Upgrade Attachment for the Renewal Term, payable upon execution of this Attachment."

THE PERSON SIGNING THIS ATTACHMENT WARRANTS THAT HE OR SHE IS DULY AUTHORIZED TO SIGN THIS ATTACHMENT ON BEHALF OF LICENSEE, HAS READ THIS AGREEMENT AND UNDERSTANDS AND AGREES TO ALL OF ITS TERMS AND CONDITIONS.

LICENSOR: Solution Specialties, Inc.

LICENSEE: Vermillion County Court Services

By: Sarah J. Hester, President

By: 

Date: _____

Date: 4/15/2024

