

RESOLUTION APPROVING THE SOFTWARE LICENSE AGREEMENT AND THE ASHTABULA COUNTY ADDENDUM FOR CONTRACTS PAID FOR WITH ARPA FUNDS, WITH COURTVIEW JUSTICE SOLUTIONS INC. D/B/A EQUIVANT, A DELAWARE CORPORATION

WHEREAS, April Daniels, Ashtabula County Clerk of Courts, has presented and recommended a Software License agreement and the Ashtabula County Addendum for contracts paid for with ARPA Funds with CourtView Justice Solutions, Inc. d/b/a Equivant to be approved by the Board, to-wit:

Scope of Contract: To provide a non-exclusive, perpetual, limited, non-transferable license for the number of users specified to use the Equivant Software in the Ashtabula County database servers and application servers as designated and use the documentation connection with the use of the Equivant software as it relates to Equivant, CourtView 2 to CourtView3 Migration for: Clerk of Courts, Common Pleas, County (Eastern and Western with Probation), Juvenile with Probation and Probate Courts.

Provider: CourtView Justice Solutions Inc., d/b/a Equivant, a Delaware Corp., 4450 Belden Village St., Ste. 305, Canton, OH 44718

Cost: **Not to Exceed, \$86,638.86**

Contract Period: **Retroactive to November 1, 2023**, may terminate with 30 day written notice; and

WHEREAS, this Board of Commissioners concur with this recommendation and approve the agreement and addendum with CourtView Justice Solutions Inc., D/B/A Equivant; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the Software License Agreement and the Ashtabula County Addendum for Contracts paid for with ARPA funds are approved in accordance with the copies now on file in this office.

BE IT FURTHER RESOLVED that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2023-624

December 19, 2023

RESOLUTION APPROVING THE SOFTWARE LICENSE AGREEMENT AND THE ASHTABULA COUNTY ADDENDUM FOR CONTRACTS PAID FOR WITH ARPA FUNDS, WITH COURTVIEW JUSTICE SOLUTIONS INC. D/B/A EQUIVANT, A DELAWARE CORPORATION

Upon the motion of Kathryn L. Whittington, seconded by J.P. Ducro IV.

VOTE:

**Casey R. Kozlowski
Kathryn L. Whittington
J.P. Ducro IV**

**Aye
Aye
Aye**

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") is entered into as of the 1st day of November 2023 ("Effective Date") by and between CourtView Justice Solutions Inc. d/b/a equivant, a Delaware corporation, with offices at 4450 Belden Village Street, Suite 305, Canton, OH 44718 ("equivant"), and the Ashtabula County (OH) with offices at 25 West Jefferson Street, Jefferson OH 44047-1027 ("CUSTOMER"), and describes the terms and conditions pursuant to which equivant shall license to CUSTOMER certain equivant Software (as defined below).

1. DEFINITIONS

- a. "Confidential Information" means this Agreement and all its exhibits, any amendment hereto signed by both parties, all software listings, Documentation, as defined herein below, information, data, drawings, benchmark tests, specifications, trade secrets, object code and machine-readable copies of the equivant Software, source code relating to the equivant Software, and any other proprietary information supplied to CUSTOMER by equivant, including all items defined as "confidential information" in any other agreement between CUSTOMER and equivant whether executed prior to or after the date of this Agreement.
- b. "Documentation" means any instructions manuals or other materials, and on-line support files regarding the Use of the equivant Software that is provided by equivant.
- c. "equivant Software" means the computer software programs specified in Exhibit A and licensed by equivant hereunder.
- d. "Site" means the physical location of one or more CPUs at which CUSTOMER is entitled to Use the equivant Software.
- e. "Software" means equivant Software and Third Party Software provided by equivant.
- f. "Software Maintenance", if purchased by CUSTOMER, means the services described in the separate Maintenance Agreement.
- g. "Third Party Software" means software licensed by a third party, other than equivant, and is provided by equivant subject to such the license of such third party.
- h. "Update" means error corrections or fixes to the version of the equivant Software specified in Exhibit A.
- i. "Use" means utilization of the Software by CUSTOMER for its own internal information processing services and computing needs.
- j. "Users" means the users as specified in Exhibit A.

2. GRANT OF LICENSE

- a. Upon receipt by equivant of the License Fee agreed to by the parties and subject to the terms and conditions of this Agreement, equivant hereby grants to CUSTOMER a non-exclusive, perpetual, limited, non-transferable license for the number of users specified in Exhibit A ("Users") to: (1) Use the equivant Software in the CUSTOMER's database servers and application servers designated in Article XI (the database servers and application servers shall be referred to as the "Enterprise"), and (2) use the Documentation in

connection with Use of the equivant Software. The CUSTOMER may copy, in whole or in part, any printed material relative to the equivant Software that may be provided by equivant under this Agreement solely for its internal purposes in connection with its use of the equivant Software. Additional copies provided by equivant will be billed to CUSTOMER at equivant's standard rates. CUSTOMER may replace any component of the Enterprise by giving equivant prior written notice of the new servers. Additional fees will be assessed if the use of equivant Software is in excess of limits defined in Exhibit A. CUSTOMER's license is to use the equivant Software in its own business. CUSTOMER has no right to use the equivant Software in processing work for third parties.

- b. The CUSTOMER agrees to keep the original and any copies of that equivant Software at the same location as the CUSTOMER's designated servers, except that a machine-readable copy of the equivant Software may be kept at another facility for archive or emergency restart purposes only. However, if any part of the Enterprise becomes temporarily inoperative the license may be extended to backup servers until such time as the Enterprise becomes operative again at which time all equivant Software will be deleted from the backup servers and returned to the Enterprise.
- c. equivant shall issue to CUSTOMER, as soon as practicable after the Effective Date, the number of machine-readable copy or copies of the equivant Software set forth in Exhibit A for Use at the Sites only, along with the accompanying Documentation.
- d. CUSTOMER shall have the right to use only one copy or image of the equivant Software for production purposes to manage up to the number of Users identified in the Product Schedule (Exhibit A) and shall not copy or use the equivant Software for any other purpose except: (i) for archival purposes, (ii) in connection with a disaster recovery program, and (iii) for the purpose of testing the operation of the equivant Software and/or training on the equivant Software, provided such copies shall not be used in a live production environment. CUSTOMER may not otherwise copy the equivant Software, except as permitted by this Agreement. All copies of the equivant Software will be subject to all terms and conditions of this Agreement. Whenever CUSTOMER is permitted to copy or reproduce all or any part of the equivant Software, all titles, trademark symbols, copyright symbols and legends, and other proprietary markings must be reproduced.
- e. CUSTOMER may increase the number of authorized Users by modification of this Agreement and paying in full the applicable fees. Upon signing the modification and paying in full the applicable fees, equivant shall have the right to monitor the revised number of Users as set forth in that modification.
- f. All of CUSTOMER's records with regard to the Software Use shall be made available to equivant at all reasonable times at equivant's request, and CUSTOMER shall certify to the truth and accuracy thereof.
- g. If any Third Party Software is provided to CUSTOMER pursuant to this Agreement, such license shall be in accordance with terms of that Third Party Software license, or such additional terms as set forth in Exhibit A.

3. **ADDITIONAL SOFTWARE**

In the event the CUSTOMER decides to acquire equivant Software in addition to that indicated in Exhibit A of this Agreement as of the Effective Date (the "Additional Software"), the parties shall modify this Agreement to include the Additional Software on Exhibit A and associated license fee(s) and make any other changes necessary for coverage of the

Additional Software hereunder. The terms and conditions of this Software License Agreement shall apply to the Additional Software upon execution of such modification.

4. **LICENSE RESTRICTIONS**

CUSTOMER agrees that it will not itself, or through any parent, subsidiary, affiliate, agent or other third party:

- a) Sell, lease, license or sublicense the equivant Software or the Documentation, except as authorized by equivant;
- b) Decompile, disassemble, or reverse engineer the equivant Software, in whole or in part;
- c) Allow access to the equivant Software by any User other than CUSTOMER's employees for CUSTOMER's internal purposes, except as authorized by equivant;
- d) Write or develop any derivative software of any other software program based upon the equivant Software or any Confidential Information;
- e) Use the equivant Software to provide processing services to third parties, or otherwise use the equivant Software on a 'service bureau' basis;
- f) Provide, disclose, divulge or make available to, or permit use of the equivant Software by any third party without equivant's prior written consent; or
- g) Modify the equivant Software.

5. **FEES AND PAYMENTS**

- a. In consideration of the license granted pursuant to Article II, CUSTOMER agrees to pay equivant the fees specified in Exhibit A. All license fees are due and payable in full upon the Effective Date.
- b. equivant is subject to and responsible for paying fees to obtain all applicable licenses, permits, and other permissions necessary to perform its obligations under this Agreement. equivant is responsible for paying federal, state, and local taxes. equivant agrees to withhold all income taxes due or payable for qualifying wages, salaries, and commissions paid to its employees and further agrees that any of its sub-contractors shall be required to agree to withhold any such income taxes due for services performed under this Agreement.
- c. CUSTOMER is a governmental tax-exempt entity and will provide required tax exemption documentation upon execution of the Agreement.
- d. In the event a taxing authority conducts an audit of this Agreement and determines that an additional tax should have been imposed on the Services or Deliverables provided by equivant to CUSTOMER (other than those taxes levied on equivant's income), CUSTOMER shall reimburse equivant for any such additional tax, including interest and penalties thereon. Similarly, if a taxing authority determines that a refund of tax is due as it relates to the Services or Deliverables provided by equivant to CUSTOMER (except those taxes relating to equivant's income), equivant shall reimburse CUSTOMER such refund, including any interest paid thereon by the taxing authority.

6. **NON-DISCLOSURE**

- a. CUSTOMER acknowledges that the Confidential Information constitutes valuable trade secrets and CUSTOMER agrees that it shall use Confidential Information solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same, directly or indirectly, to any third party without equivalent's prior written consent. CUSTOMER agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. However, CUSTOMER bears no responsibility for safeguarding information that is publicly available, already in CUSTOMER's possession and not subject to a confidentiality obligation, obtained by CUSTOMER from third parties without restrictions on disclosure, independently developed by CUSTOMER without reference to Confidential Information, or required to be disclosed by order of a court or other governmental entity.
- b. equivalent acknowledges that, in the course of its performance of the Agreement, it may become privy to certain information that CUSTOMER deems proprietary and confidential. equivalent agrees to treat all such information that is identified as proprietary and confidential in a confidential manner and will not disclose or permit to be disclosed the same, directly or indirectly, to any third party without CUSTOMER's prior written consent. However, equivalent bears no responsibility for safeguarding information that is publicly available, already in equivalent's possession and not subject to a confidentiality obligation, obtained by equivalent from third parties without restrictions on disclosure, independently developed by equivalent without reference to such information, or required to be disclosed by order of a court or other governmental entity.
- c. In the event of actual or threatened breach of provisions of A and B above, the parties acknowledge that the non-breaching party may have no adequate remedy at law and will be entitled to seek immediate injunctive and other equitable relief.

7. **LIMITED WARRANTY AND LIMITATION OF LIABILITY**

- a. **Limited Warranty.** equivalent warrants for a period of ninety (90) days following written certification from equivalent that the Software has been delivered to CUSTOMER that the equivalent Software will substantially operate according to the specifications set forth in the Documentation. If it is determined by CUSTOMER that the equivalent Software does not substantially operate according to such specifications, equivalent may, at its option and expense, apply commercially reasonable efforts to designing, coding and implementing programming changes to the source code to correct reproducible errors or correcting misstatements and omissions in the User's Guide and code documentation. Licensee shall report all errors or other defects in the equivalent Software to equivalent immediately upon their discovery. It is acknowledged that the equivalent Software is inherently complex and may contain errors and equivalent cannot and does not guarantee to correct all such errors. The remedies set forth in this Article VII, paragraph A constitutes CUSTOMER's sole and exclusive remedy for breach of this Warranty. equivalent does not warrant Third Party Software. equivalent will transfer any warranty provided by the licensor of the Third Party Software to CUSTOMER.
- b. **NO OTHER WARRANTIES.** EQUIVANT MAKES NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SOFTWARE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS

AGREEMENT, INCLUDING MAINTENANCE AND SUPPORT. EQUIVANT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SOFTWARE, DOCUMENTATION AND SAID OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE USE OF ANY OF THE FOREGOING.

c. LIMITATION ON LIABILITY

CUSTOMER HEREBY AGREES THAT EQUIVANT'S TOTAL LIABILITY TO CUSTOMER FOR ANY AND ALL LIABILITIES, CLAIMS OR DAMAGES ARISING OUT OF OR RELATING TO A MATERIAL BREACH OF THIS AGREEMENT, HOWSOEVER CAUSED AND REGARDLESS OF THE LEGAL THEORY ASSERTED, INCLUDING BREACH OF CONTRACT OR WARRANTY, TORT, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE, SHALL NOT, IN THE AGGREGATE, EXCEED THE LICENSES FEE PAID BY CUSTOMER TO EQUIVANT UNDER THIS AGREEMENT.

IN NO EVENT SHALL EITHER EQUIVANT OR CUSTOMER BE LIABLE TO THE OTHER FOR ANY PUNITIVE, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST BUSINESS OPPORTUNITIES, LOSS OF USE OR EQUIPMENT DOWN TIME, AND LOSS OF OR CORRUPTION TO DATA) ARISING OUT OF OR RELATING TO THIS AGREEMENT , REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT, AND EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

THE PROVISIONS OF THIS ARTICLE 7 ALLOCATE RISKS UNDER THIS AGREEMENT BETWEEN CUSTOMER AND EQUIVANT. EQUIVANT'S PRICING REFLECTS THIS ALLOCATION OF RISKS AND LIMITATION OF LIABILITY.

NO ACTION ARISING OUT OF ANY BREACH OR CLAIMED BREACH OF THIS AGREEMENT OR TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY MORE THAN SIX (6) MONTHS AFTER THE CAUSE OF ACTION HAS ACCRUED. FOR PURPOSES OF THIS AGREEMENT, A CAUSE OF ACTION WILL BE DEEMED TO HAVE ACCRUED WHEN A PARTY KNEW OR REASONABLY SHOULD HAVE KNOWN OF THE BREACH OR CLAIMED BREACH.

NO EMPLOYEE, AGENT, REPRESENTATIVE OR AFFILIATE OF EQUIVANT HAS AUTHORITY TO BIND EQUIVANT TO ANY ORAL REPRESENTATIONS OR WARRANTY CONCERNING THE EQUIVANT SOFTWARE. ANY WRITTEN REPRESENTATION OR WARRANTY NOT EXPRESSLY CONTAINED IN THIS AGREEMENT WILL NOT BE ENFORCEABLE.

THE CUSTOMER'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT SET FORTH IN THE AUDITOR'S CERTIFICATE ACCOMPANYING THIS AGREEMENT AND INCORPORATED HEREIN BY REFERENCE. UNDER NO CIRCUMSTANCES SHALL THE ELECTED OFFICIALS, OFFICERS, EMPLOYEES, OR AGENTS OF THE CUSTOMER BE PERSONALLY LIABLE FOR ANY LIABILITY FOR ANY OBLIGATIONS OR CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT.

8. INDEMNIFICATION FOR INFRINGEMENT

- a. equivant, at its own expense, shall defend or settle any claim, action or allegation brought against CUSTOMER that the equivant Software infringes any copyright, trade secret or other similar proprietary right of any third party and shall pay any final judgments awarded or settlements entered into, provided that CUSTOMER gives prompt written notice to equivant of any such claim, action or allegation of infringement and gives equivant the authority to proceed as contemplated herein. equivant will have the exclusive right to defend any such claim, action, or allegation and make settlements thereof at its own discretion, and CUSTOMER may not settle or compromise such claim, action or allegation, except with prior written consent of equivant. CUSTOMER shall give such assistance and information as equivant may reasonably require to settle or oppose such claims. In the event any such infringement, claim, action, or allegation is brought or threatened, equivant may, at its sole option and expense:
 1. Procure for CUSTOMER the right to continue Use of the equivant Software or infringing part thereof, or
 2. Modify or amend the equivant Software or infringing part thereof or replace the equivant Software or infringing part thereof with other software having substantially the same or better capabilities; or, if neither of the foregoing is commercially practicable,
 3. Terminate this Agreement and repay to CUSTOMER the License Fee. equivant and CUSTOMER will then be released from any further obligation to the other under this Agreement, except for the obligations of indemnification provided for above and such other obligations that survive termination.
- b. The foregoing obligations shall not apply to the extent the infringement arises as a result of modifications to the equivant Software made by any party other than equivant or equivant's authorized representative or CUSTOMER's unauthorized use or combination of the equivant Software with software or data not supplied by equivant as part of the equivant Software.
- c. The foregoing states the entire liability of equivant with respect to infringement of any copyright, trade secret or other proprietary right.

9. TERMINATION

- a. This Agreement may be terminated by CUSTOMER upon thirty (30) days' prior written notice to equivant, with or without cause, provided that no such termination will entitle the CUSTOMER to a refund of any portion of the License Fee.
- b. equivant may, by written notice to CUSTOMER, terminate this Agreement and the License granted, under Section 2 of the Agreement, if any of the following events ("Termination Events") occur:
 1. CUSTOMER fails to pay any amount due equivant within thirty (30) days after equivant gives CUSTOMER written notice of such nonpayment, or

2. CUSTOMER is in material breach of any nonmonetary term, condition or provision of this Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after equivalent gives CUSTOMER written notice of such breach, or
 3. CUSTOMER (i) terminates or suspends its business, (ii) becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes.
 4. If any Termination Event occurs, termination will become effective immediately or on the date set forth in the written notice of termination. Termination of this Agreement will not affect the provisions regarding CUSTOMER's or equivalent's treatment of Confidential Information, provisions relating to the payment of amounts due, or provisions limiting or disclaiming equivalent's liability, which provisions will survive termination of this Agreement.
- c. Within thirty (30) days after the date of termination or discontinuance of this Agreement for any reason whatsoever, CUSTOMER shall return the equivalent Software and all copies, in whole or in part, all Documentation relating thereto, and any other Confidential Information in its possession that is in tangible form. CUSTOMER shall furnish equivalent with a certificate signed by an executive officer of CUSTOMER verifying that the same has been done.

10. **ASSIGNMENT**

Neither this Agreement nor any rights or obligations hereunder may be assigned or otherwise transferred by either party, in whole or in part, whether voluntary or by operation of law without the prior written consent of the other party, such consent will not be unreasonably withheld, and any attempted assignment without such consent shall be void. No assignment of this Agreement shall be valid until and unless consented to in writing by the non-assigning party and assumed by the assignee in writing. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assignees.

11. **CUSTOMER'S ENTERPRISE**

CUSTOMER's application server(s) and database server(s) are as follows:

<u>Server(s)</u>	<u>Location(s)</u>
Application Server(s): Up to two Environments	Hosted
Database Server(s): Up to two Environments	Hosted

12. **ENTIRE AGREEMENT**

This Agreement and any schedules or exhibits attached thereto contain the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous proposals, discussions, agreements, CUSTOMER issued purchase order, or document of like intent or purpose, understandings, commitments, representations of any kind, whether oral or written, relating to the subject matter hereof, except as provided in Section 1a with respect to the definition of "Confidential

Information." It is expressly agreed that if CUSTOMER issues a purchase order or other document for the products provided under this Agreement, no terms, conditions or provisions contained therein shall have any effect on the rights, duties or obligations of the parties under, or in any way modify, this Agreement, regardless of any failure by equivant to object to such terms, conditions or provisions. This Agreement sets forth the sole and entire understanding between equivant and CUSTOMER with respect to the subject matter. No amendments to this Agreement, either at the execution or subsequently, shall be binding on equivant or CUSTOMER unless agreed to in writing by both parties.

13. **GENERAL TERMS**

- a. All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive.
- b. CUSTOMER may not export or re-export the Software without the prior written consent of equivant and without the appropriate United States and foreign government licenses.
- c. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Delay or failure by either party to exercise any right hereunder, or to enforce any provision of this Agreement will not be considered a waiver thereof and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. No single waiver will constitute a continuing or subsequent waiver, nor shall a waiver of any one provision of the Agreement be deemed to be a waiver of any other provision.
- d. If any term, condition or provision in this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, the parties shall work in good faith to agree such modification that will to the maximum extent possible preserve the original intention of said term, condition or provision. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.
- e. This Agreement shall be governed by the laws of the State of Ohio, without regard to its laws relating to conflict or choice of laws.
- f. Any communication or notice permitted under the terms of this Agreement or required by law must be in writing, and will be deemed given and effective: (i) when delivered personally with proof of receipt, (ii) when sent by e-mail, (iii) when delivered by overnight express, or (iv) three (3) days after the postmark date when mailed by certified or registered mail, postage prepaid, return receipt requested and addressed to a party at its address for notices. Each party's address for notices is stated below. Such address may be changed by a notice delivered to the other party in accordance with the provisions of this Section.

Ashtabula County
April Daniels, Clerk of Courts
25 West Jefferson
Jefferson, Ohio 44047
Tel. No. (440) 576-3639
Email: atdaniels@ashtabulacounty.us

equivant
General Manager
4825 Higbee Avenue NW, Suite 101
Canton, Ohio 44718
Tel. No. (330) 470-4280
Email: generalmanager@equivant.com

Copy to:

Ashtabula County
Prosecutor's Office

equivant
Contract Manager

25 W. Jefferson St.
Jefferson, Ohio 44047
Tel.No. 440-576-3662
Email: Prosecutor@ashtabulacounty.us

4825 Higbee Avenue NW, Suite 101
Canton, Ohio 44718
Tel. No. (330) 470-4280
Email:

- g. Should any disagreement arise regarding the performance of the terms and conditions of this Agreement by any party to this Agreement (a "Dispute"), the parties will seek a fair and prompt negotiated resolution within ten (10) days of the initial notice of the dispute ("Dispute"). If the Dispute has not been resolved after such time, the parties will escalate the issue to more senior levels. equivant and the Customer will seek to resolve such Disputes through good faith, amicable discussions, mediation and negotiations. Any Dispute, controversy, claim, question or difference arising out of or relating to the Agreement or any alleged breach hereof, which cannot be resolved by good faith negotiation shall be resolved through mediation with a mutually agreeable mediator (the "Mediator"), which may be initiated by either party upon written notice to the other party. The parties and the Mediator shall maintain strict confidentiality with respect to any mediation proceeding. The parties shall bear their direct expenses of the mediation. All other expenses of the mediation, including required travel and other expenses of the Mediator, shall be shared equally by the parties unless they agree otherwise. Any written settlement agreement of the parties that emerges from mediation shall be final and binding once fully executed, and the contents of same shall be maintained in strict confidentiality, unless otherwise agreed or as needed by either party to enforce such an agreement. In any action at law or in equity to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to recover relief ordered by a court of competent jurisdiction. Any request for mediation of a claim by either party against the other relating to this Agreement must be filed no later than six (6) months after the date on which equivant concludes performance under this Agreement.

Nothing herein shall prevent either party from seeking a preliminary or permanent injunction to preserve the status quo or prevent irreparable harm during the negotiation or mediation process.

- h. Neither party will incur any liability to the other party on account of any loss or damage resulting from any failure to perform or any delay in performing any of its obligations hereunder if such failure or delay is due, in whole or in part, to events, circumstances or causes beyond its reasonable control and without its fault (Force Majeure), including without limitation, any natural catastrophe, fire, war, riot, strike, or any general shortage or unavailability of materials, components or transportation facilities, or any governmental action or inaction, but the failure to meet financial obligations is expressly excluded. Upon the occurrence of such event of Force Majeure, the affected party will immediately give notice to the other party with relevant details, and will keep the other party informed of related developments.
- i. This Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same agreement.



CourtView Justice Solutions Inc. d/b/a equivant

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have entered into this Software License Agreement as of the Effective Date.

COURTVIEW JUSTICE SOLUTIONS INC.
d/b/a equivant

ASHTABULA COUNTY

By: 

By: _____

Name: Rick Bacchus

Name: _____

Title: Portfolio Leader

Title: _____

Date: October 18, 2023

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____



CourtView Justice Solutions Inc. d/b/a equivalent

Exhibit A

SOFTWARE LICENSE(S) AND FEE(S)

Billing Terms

- Payment term is net 45 days from invoice date.
Software License fees will be invoiced upon Contract execution.

Product	Product Type	Quanty	Unit Price	Subtotal	Discount	Extended Price
Licenses:						
CourtView3 Case Management System	License	70	\$2,150.00	\$150,500.00	100.00%	\$0.00
CourtView Ohio Tax Lien	License	1	\$0.00	\$0.00		\$0.00
CourtView IJIS Broker Integrator OCN Extract	License	1	\$0.00	\$0.00		\$0.00
ShowCase iDMS Document Management Server	License	1	\$7,500.00	\$7,500.00	40.00%	\$4,500.00
ShowCase iDMS Document Management User	License	67	\$850.00	\$56,950.00	40.00%	\$34,170.00
CourtView eServices eAccess Portal	License	1	\$19,862.05	\$19,862.05	100.00%	\$0.00
CourtView eServices eAccess Portal	License	2	\$9,931.03	\$19,862.06	40.00%	\$11,917.24
CourtView JusticeFiling	License	1	\$39,724.10	\$39,724.10	40.00%	\$23,834.46
CourtView eServices eMarriage	License	1	\$4,972.59	\$4,972.59	40.00%	\$2,983.55
CourtView eServices ePay	License	1	\$4,965.51	\$4,965.51	40.00%	\$2,979.31
CourtView eAccess Imaging Adapter	License	1	\$4,965.51	\$4,965.51	40.00%	\$2,979.31
ShowCase iDMS Document Management Web Service for eServices	License	1	\$1,500.00	\$1,500.00	40.00%	\$900.00
CV2Go Judge	License	2	\$1,650.00	\$3,300.00	100.00%	\$0.00
CourtView IJIS Broker Integrator Ohio DPS eCitizen Interface	License	1	\$0.00	\$0.00		\$0.00
Crystal Reports Server OEM Edition	3rd Party License	1	\$2,375.00	\$2,375.00		\$2,375.00
						Subtotal \$34,263.96
						Subtotal \$2,375.00
						Subtotal \$2,375.00

Courtview Justice Solutions Inc. Software License Agreement

Ashtabula County Board of Commissioners:

Casey Kozlowski, President

Date: 12/19/23

Kathryn Whittington, Vice-President

Date: 12/19/23

J. P. Ducro IV, Commissioner

Date: 12/19/23

Ashtabula County Common Pleas Court:

Thomas Harris, Common Pleas Judge

Date: 12/14/23

Marianne Sezon, Common Pleas Judge

Date: 12/14/23

David Schroeder, Common Pleas Judge

Date: 12/14/23

Ashtabula County Clerk of Courts:

April Daniels, Clerk of Courts

Date: 12/12/23

Courtview Justice Solutions, Inc. Software License Agreement

Ashtabula County Common Pleas Court- Juvenile and Probate Division:



Albert Camplese, Juvenile/Probate Judge

Date: 12/18/23


Ashtabula County Court- Eastern Division



Harold Specht, Judge

Date: 12-18-2023

Ashtabula County Court- Western Division



Casey O'Brien, Judge

Date: 12-18-23

**ASHTABULA COUNTY
ADDENDUM
for Contracts Paid for with ARPA funds**

This Addendum is hereby incorporated into the Agreement (the "Agreement") between Ashtabula County (the "County") and CourtView Justice Solutions Inc. d/b/a equivalent (the "Contractor" or "Vendor") dated 11/1/23. Whereas funds from the Coronavirus Local Fiscal Recovery Fund under the American Rescue Plan Act ("ARPA") may be used pursuant to this Agreement, the parties agree to the additional terms and conditions as set forth below. In the case of any conflict or ambiguity between the terms of this Addendum and the terms in the Agreement, the terms of this Addendum shall take precedence.

A. ADDITIONAL CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Contractor certifies the following:

(A) Contracts for more than the simplified acquisition threshold, currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the

Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal

awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and

12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Record Retention Requirements (2 CFR § 200.334)

Vendors certify that during the term of the Agreement, Vendors will comply with the record retention requirements detailed in 2 CFR § 200.334. The Vendors further certify that all records will be retained as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Domestic Preferences for Procurements (2 CFR § 200.322)

As appropriate and to the extent consistent with law, Vendors will, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

Recovered Materials (2 CFR § 200.323)

Vendor agrees to the extent practical it complies with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

Access to Records (2 CFR § 200.337)

Vendor agree that duly authorized representatives of the federal awarding agency shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendors' discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendors' personnel for the purpose of interview and discussion relating to such documents.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR § 200.216)

Neither Vendor nor its subcontractors shall provide or install equipment, services, or systems that uses "covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, "covered telecommunications equipment" is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); telecommunications or video surveillance services provided by such entities or using such equipment; or telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Agreed upon and accepted by:

Ashtabula County, Ohio:

By:  _____

Date: 12/19/23

Its: President, board of
commissioner

CourtView Justice Solutions Inc. d/b/a equivant:

By: Rick Bacchus  _____

Date: October 18, 2023

Its: Portfolio Leader _____

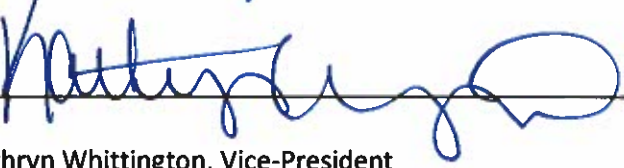
Ashtabula County Addendum for Contracts Paid with ARPA Funds

Ashtabula County Board of Commissioners:



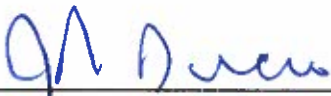
Casey Kozlowski, President

Date: 12/19/23



Kathryn Whittington, Vice-President

Date: 12/19/23



J. P. Ducro IV, Commissioner

Date: 12/19/23

Ashtabula County Common Pleas Court:



Thomas Harris, Common Pleas Judge

Date: 12/14/23



Marianne Sezon, Common Pleas Judge

Date: 12/14/23



David Schroeder, Common Pleas Judge

Date: 12/14/23

Ashtabula County Clerk of Courts:



April Daniels, Clerk of Courts

Date: 12/12/23

Ashtabula County Addendum for Contracts Paid with ARPA Funds

Ashtabula County Common Pleas Court- Juvenile and Probate Division:



Albert Camplese, Juvenile/Probate Judge

Date: 12/18/23

Ashtabula County Court- Eastern Division



Harold Specht, Judge

Date: 12-18-2023

Ashtabula County Court- Western Division



Casey O'Brien, Judge

Date: 12-18-23