

RESOLUTION APPROVING THE SOFTWARE MAINTENANCE 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 FOR PROJECT MANAGEMENT SERVICES

WHEREAS, April Daniels, Ashtabula County Clerk of Courts, has presented and recommended a Software Maintenance 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 tier one support for third party software purchased from Equivant, tier two and three support and revisions and upgrades will be provided by the manufacturer of such third party 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, \$133,686.24 for year one**

Contract Period: **Retroactive to November 1, 2023**, with an initial term of 12 months, with an automatic renewal each year thereafter on the anniversary of the Effective Date for an additional 12 month period.; 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. 2023-625

December 19, 2023

RESOLUTION APPROVING THE SOFTWARE MAINTENANCE 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 MAINTENANCE AGREEMENT

This Software Maintenance 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, with offices at 4450 Belden Village Street, Suite 305, Canton, Ohio 44718 ("equivant"), and the Ashtabula County (OH) Board of Commissioners on behalf of the Ashtabula County Clerk of Courts and the Common Pleas, Probate, Juvenile, and County (Eastern and Western) Courts with offices at 25 West Jefferson Street, Jefferson OH 44047-1027, 117 West Main Street, Geneva OH 44041-1227, and 3816 Donahoe Dr, Ashtabula, OH 44004 ("Customer"), and describes the terms and conditions pursuant to which equivant shall provide software maintenance services to Customer for certain Software (as defined below).

Whereas, equivant and Customer are parties to a Software License Agreement pursuant to which Customer has licensed certain software products ("Software") from equivant. Software expressly excludes software licensed by a third party;

Whereas, the Software paid-up license fee includes a warranty without charge as set forth in the Software License Agreement. In addition, support and maintenance ("Maintenance") for the Software is available. Maintenance includes bug fixes and telephone support and may include, if they are made available by equivant, software updates and enhancements; and

Whereas, the parties wish to set forth the terms and conditions upon which the parties have agreed Maintenance will be provided to the Customer for the Software, and to which the Customer, at its option, may subscribe annually to Maintenance from equivant. Except as expressly provided in this Agreement, equivant does not provide Maintenance for third party software that is licensed by a party other than equivant.

Therefore intending to be legally bound, the parties hereby mutually agree to the following terms:

1. **TERM**

Maintenance shall commence on the Effective Date, and shall have an initial term of twelve (12) months ("Initial Term"). The term shall automatically renew each year thereafter on the anniversary of the Effective Date for an additional twelve (12) month period ("Subsequent Term") unless terminated as set forth below.

2. **SCOPE OF MAINTENANCE SERVICES**

equivant will provide the Maintenance as described in the Maintenance Terms attached hereto and labeled as Exhibit A.

equivant will provide tier one support for third party software purchased from equivant, tier two and three support and revisions and upgrades will be provided by the manufacturer of such third party software. Tier one, tier two and tier three support is defined as:

Tier I: Is the initial support level responsible for basic customer reported issues. It is synonymous with first line support and denotes use support. A Tier I (equivant) customer care specialist will gather the customer's information and determine the customer's issue by analyzing the symptoms and will attempt to identify the root cause of the underlying problem. If the root cause is a basic use issue the assigned customer care specialist will attempt to remediate the issue before escalating the issue to a higher level. If the reported issue is a technical issue the assigned customer care specialist will escalate the issue to a higher level.

Tier II: This is a more in-depth technical support level provided by personnel with additional experience and knowledge of the product. Manufacturer technicians providing Tier II support are responsible for: helping Tier I customer care specialist solve basic use problems, for handling basic technical issues, for investigating escalated issues by confirming the validity of the reported issue and identifying known solutions related to these more complex issues. If an issue is new and/or the assigned technician cannot determine a solution, they are responsible for escalating this issue to the Tier III technical support group.

Tier III: This is the highest level of technical support and is provided by manufacturer technicians with extensive experience and knowledge of the product for handling the most difficult and advanced problems. Often the Tier III technical support group includes the staff that developed and tested the product.

3. **PROPRIETARY PROPERTY**

All software development, design, documentation, and programs necessary to operate and maintain the systems described herein that were produced by equivalent shall remain the proprietary property of equivalent. Restriction of this proprietary property does not limit the Customer from making such copies of programs, documentation, and software-related materials for internal use. Disclosure of such materials to third parties or other contractors is strictly forbidden without the express written consent of equivalent.

4. **CUSTOMER RESPONSIBILITY FOR ENVIRONMENT**

To operate the supported software, equivalent will provide Customer with a definition of minimum requirements for the Customer's environment, infrastructure and related applications, which include, but are not limited to, Customer's operating system, database tools, and other support tools. equivalent will provide Customer with at least ninety (90) days written notice of changes to those minimum requirements. Customer must meet those minimum requirements or equivalent may decline to provide Maintenance. equivalent has no obligations to upgrade the supported software because of Customer's changes to its environment, infrastructure and related applications, including, but are not limited to, Customer's operating system, database tools and other supported tools.

5. **SOFTWARE MAINTENANCE FEE – PAID UP LICENSE**

In consideration of the Maintenance services to be provided for the initial term, Customer shall pay to equivalent in accordance with the Software Maintenance Fee Schedule attached hereto as Schedule 1. For each Subsequent Term, equivalent reserves the right to change the annual Maintenance fee by providing Customer written notice of the increase at least forty-five (45) days prior to start date for any Subsequent Term.

6. **ADDITIONAL SOFTWARE – PAID UP LICENSE**

In the event the Customer requires maintenance for additional Software ("Additional Software"), the parties may mutually agree to modify this Agreement to include the Additional Software on Schedule 1 and make any other changes necessary for coverage of the Additional Software hereunder. The Software Maintenance Fee due under this Agreement shall also be modified to include a prorated amount of the annual maintenance fee for the Additional Software covering the term remaining under then current term of this Agreement. The Maintenance Fee for this initial period of coverage shall be in an amount equal to twenty two percent (22%) of the non-discounted license fee paid for the Additional Software. For the first Subsequent Term, the amount due for the Additional Software shall be of the full

value of the 22% of the non-discounted cost of the license fee. Thereafter, any change in the amount of annual Maintenance Fee due shall be provided as set out in this Agreement

7. **OTHER FEES AND EXPENSES**

If onsite maintenance is required, Customer will pay reasonable travel and living expenses of equivalent's employees or agents, which shall be billed and paid as the expenses are incurred. Onsite labor shall be provided on an hourly rate basis at the then current rates. Travel and living expenses shall be incurred in accordance with equivalent's standard travel policy.

8. **PAYMENT TERMS**

- a. Payment for Maintenance for initial and subsequent terms is due and payable within thirty (30) days of the date of each billing. Upon thirty days written notice to Customer of the intent to suspend Maintenance, equivalent may, at its sole election and without prejudice to other remedies herein, suspend support under this agreement if Customer fails to pay invoice by the ninety day after the invoice date. Restatement of Maintenance under this agreement requires all overdue payments to be paid in full.
- b. equivalent reserves the right to apply a late payment charge of 1.5% per month to amounts outstanding more than thirty (30) days after the payment due date.

9. **DEFAULT AND TERMINATION**

- a. The Customer shall have the right to terminate Maintenance upon delivery of written notice at least thirty (30) days prior to start date of any Subsequent Term.
- b. Either party may terminate this Agreement if: (i) the other party fails to perform a material obligation of this Agreement, and if such failure remains uncured 30 days after receipt of written notice from the non-breaching party specifying the failure; or (ii) a party ceases to conduct business, becomes or is declared insolvent or bankrupt, is the subject of any proceeding relating to its liquidation or insolvency which is not dismissed within 90 days or makes an assignment for the benefit of creditors. In addition, equivalent may terminate this Agreement effective upon thirty (30) days written notice to Customer if Customer fails to make any payment in full as and when due hereunder and does not cure within that thirty (30) days.
- c. In the event that Maintenance is terminated by equivalent, equivalent shall have no continuing obligations to the Customer of any nature whatsoever with respect to Maintenance. Furthermore, termination by equivalent pursuant to the provisions hereof shall be without prejudice to any right or recourse available to equivalent, and without prejudice to equivalent's right to collect any amounts, which remain due to it hereunder.

10. **LIMITED WARRANTIES**

- a. Software. equivalent warrants for a period of ninety (90) days following the date of delivery of any software under this agreement that it will substantially operate according to the documentation and product literature provided by equivalent. If it is determined by Customer that the software does not substantially operate according to such documentation provided by equivalent. 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. Customer shall report all errors or other defects in the software to equivalent immediately upon their discovery. It is

acknowledged that the Software is inherently complex and may contain errors and equivant cannot and does not guarantee to correct all such errors. The remedies set forth in this section constitutes Customer's sole and exclusive remedy for breach of this Warranty. equivant does not warrant Third Party Software. equivant will transfer any warranty provided by the licensor of the Third Party Software to Customer. Third Party Software is software that is not proprietary to equivant.

- b. **Services.** equivant warrants that the Services provided under this Agreement shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar services. In the event of any breach of the foregoing warranty, provided Customer has delivered to equivant timely notice of such breach as hereinafter required, equivant shall, at its own expense, in its discretion either (1) re-perform the non-conforming Services and correct the non-conforming Deliverables to conform to this standard; or (2) refund to Customer that portion of the Price received by equivant attributable to the non-conforming Services and/or Deliverables. No warranty claim shall be effective unless Customer has delivered to equivant written notice specifying in detail the non-conformities within 90 days after performance of the non-conforming Services or tender of the non-conforming Deliverables. The remedy set forth in this section is the sole and exclusive remedy for breach of the foregoing warranty.
- c. **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.**

11. LIMITATION OF LIABILITY

- a. 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 fees paid to equivant hereunder during the previous 12-month period. The parties acknowledge and agree to the foregoing liability risk allocation. Any claim by Customer against equivant relating to this Agreement must be made in writing and presented to equivant within six (6) months after the date on which this Agreement expires or is otherwise terminated.
- b. In no event shall either party 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.

12. GENERAL TERMS

- a. Neither party may sell, assign, transfer, or otherwise convey any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party

except in the event of sale of assets, merger or consolidation. Notwithstanding the foregoing, equivalent may without violation of this paragraph engage the services of independent contractors to assist in the performance of its duties hereunder.

- b. All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive.
- 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 provision of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner. 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. Subject to Paragraph g. below, the parties agree that the sole jurisdiction and venue for actions related to the subject matter hereof shall be the state and U.S. Federal courts in the State of Ohio. Both parties consent to the jurisdiction of such courts and waive any objections regarding venue in such courts.
- 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

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

Copy to:

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

- 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. If the parties are unable to resolve any dispute at the senior management level, equivalent 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 if 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 equivalent 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 process.

- h. Neither party shall be liable for any failure of or delay in performance of its obligations (except for payment obligations) under this Agreement to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, wars, civil disturbances, epidemics, pandemics, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and/or within the party's power to satisfy), failure of common carriers, Internet Service Providers, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, inability to obtain labor, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences"). Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays.
- i. 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. It is expressly agreed that if Customer issues a purchase order or other document for the services provided under this Agreement, such instrument will be deemed for Customer's internal use only, and 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.

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

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

By:  _____

Name: Rick Bacchus

Title: Portfolio Leader

Date: October 18, 2023

Ashtabula County

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

SCHEDULE 1

SOFTWARE MAINTENANCE FEE SCHEDULE

<u>equivant Software</u>	<u>Number of Licenses</u>	<u>Annual Amount</u>
CourtView3 Case Management System		
Clerk of Courts	16	\$21,213.63
Common Pleas	11	\$15,665.37
Eastern	5	\$7,219.00
Juvenile	20	\$28,877.00
Probation	2	\$2,888.00
Prosecutor	10	\$10,916.00
Western	6	\$8,661.00
CourtView Ohio Tax Lien	1	\$0.00
CourtView IJS Broker Integrator OCN Extract	1	\$0.00
CV2Go Judge	2	\$926.00
ITR Outbound Notification Service		
ShowCase iDMS Document Management Server	1	\$1,650.00
ShowCase iDMS Document Management User	54	\$12,529.00
CourtView eServices eAccess Portal	1	\$5,901.00
CourtView eServices eAccess Portal	2	\$4,369.65
CourtView eAccess Imaging Adapter	1	\$1,092.41
ShowCase iDMS Document Management Web Service	1	\$330.00
CourtView JusticeFiling	1	\$8,739.30
CourtView eServices ePay	1	\$1,092.41
CourtView eServices eMarriage	1	\$1,093.97
Subtotal equivant Software		<u>\$133,163.74</u>
<u>Third Party Software</u>		
Crystal Reports Server OEM Edition	1	\$522.50
Total first year annual maintenance		<u>\$133,686.24</u>

First year software support and maintenance will be activated and invoiced upon Go-Live. equivant will invoice for the prorated maintenance for the current maintenance year at 1/12th of the annual maintenance fee through the end of the current maintenance year. Software Maintenance will renew annually in January.

Exhibit A

MAINTENANCE TERMS

1. SUPPORT SERVICES

Customer will authorize and identify a reasonable number of contacts who may initiate support with equivant. These named users must be technically capable and familiar with the products covered under this agreement. Customer will perform basic troubleshooting before contacting equivant to eliminate issues caused by other variables such as applications, power, hardware, security, infrastructure, and environment. equivant reserves the right to decline support to Customer named users not authorized to initiate support.

equivant will provide support after confirming Customer has been unable to resolve the issue through its own troubleshooting. Once the reported problem can be reproduced and documented, and resolution identified such as assistance provided over the phone, application working as documented, configuration change, or programming change, the ticket will be closed. If a programming change is required, the ticket will remain open until the updated fix is delivered in a future release.

Maintenance includes bug fixes and telephone support and may include, if they are made available by equivant, software updates.

2. CORRECTION OF DEFECTS

In the event the Customer encounters an error and/or malfunction ("Defect") in the equivant Software because it is not conforming to documentation provided by equivant, it shall communicate the circumstances and any supporting information to equivant. Upon receipt, equivant will respond as follows:

- a. In the event that, in the mutual and reasonable opinion of equivant and the Customer, there exists a Defect that does not constitute a serious impediment to the normal intended use of the equivant Software, equivant will correct the Defect and distribute the correction to the Customer in accordance with equivant's normal software revision schedule.
- b. In the event that, in the mutual and reasonable opinion of equivant and the Customer, there exists a Defect that does constitute a serious impediment to the normal intended use of the equivant Software, equivant will take such steps as are reasonably required to correct the Defect promptly.

3. SOFTWARE REVISIONS AND NEW VERSIONS

- a. equivant Software may be revised by equivant as a result of (i) emergency correction of Defect, (ii) periodic correction of Defects and/or (iii) the release of upgrades or improvements or modifications designed to improve the performance of the equivant Software and/or to increase the capabilities of the equivant Software (hereafter "Revisions").
- b. Revisions will be provided at no additional charge during the term of the Software Maintenance Agreement.

- c. New Versions ("New Versions") of the equivalent Software may be issued by equivalent from time to time (excluding 3rd party software). A New Version substantially changes the architecture and/or coding structure of the application, and the New Version is not written as an add-on to the current software code base. equivalent will, from time to time, release new products (including New Versions) and/or modules, which equivalent will make available to Customer at the then-current price(s).
- d. All Revisions and New Versions will be transmitted to the Customer electronically unless otherwise mutually agreed. The Customer shall be solely responsible for executing the appropriate instructions in order to transfer the Revisions or New Versions onto to its system unless otherwise mutually agreed in writing.
- e. If Customer reports a Defect to equivalent that can be resolved through upgrading to a New Revision, Customer must upgrade to say New Revision and equivalent is not obligated to correct the Defect through remediation of the older version unless otherwise mutually agreed in writing.
- f. equivalent Software is designed as standard products and not as customized systems. equivalent recognizes the need for some Customer customization; however, equivalent reserves the right to control the design, performance, and integration of equivalent products and, as a result, may reject Customer requests for modifications or enhancements that are inconsistent with equivalent's product strategy.
- g. equivalent will use commercially reasonable efforts to modify the equivalent Software in order to maintain its existing functionality and provide functionality required as a result in changes to the law, regulations, or rules of the Customer's State jurisdiction. A change to the law, regulations, or rules of the Customer's State jurisdiction that requires new functionality is an enhancement. equivalent, at its sole discretion, may elect to add such enhancements to the product as a revision. If Customer requires such enhancement prior to equivalent decision, if any, to add to the product, the Customer will be required to pay for such additional services at equivalent's then current time and materials rate. In either case, the Customer shall timely notify equivalent in writing of all requested legislative updates. The notice shall contain a summary of the modifications, identifying the applications and functions to be modified as well as detailed specification of the required changes. The Customer shall also provide a complete text, including effective date, of the legislation and/or order mandating the modifications. equivalent shall then prepare a detailed functional specification for approval by Customer and the timeline required for implementation. Nothing in this provision requires equivalent to undertake extraordinary efforts to complete the legislative updates or provide new functionality except as additional services as described in section 7 below. Customer agrees to cooperate with other customers in the jurisdiction to agree upon appropriate specifications.

4. TECHNICAL LITERATURE

equivalent shall make available to the Customer technical literature that equivalent considers relevant to the equivalent Software and its use within the scope of Customer's operations.

5. REMOTE DIAGNOSTIC ACCESS

The Customer shall provide appropriate remote access capabilities by which equivalent may, with the permission of the Customer, remotely access the equivalent Software for the purpose of remote diagnostics and support.

6. PROPER USE

- a. The Customer agrees that all reasonable effort shall be taken to ensure that neither the equivant Software nor data files are misused.
- b. In the event that the Customer or its agents misuses the equivant Software or data files, including, but not limited to, inserting, updating, deleting or otherwise modifying data through a means other than the equivant Software, although equivant is not obligated to correct such misuse, equivant may attempt to correct the situation, if possible, at Customer's expense.
- c. In the event that diagnostic assistance is provided by equivant, which, in the reasonable opinion of equivant, relates to problems not caused by a Defect in the equivant Software, such assistance shall be at the Customer's expense.

7. ADDITIONAL SERVICES

- a. The Customer may desire to have additional modifications or minor enhancements performed; the fees for these services shall be in accordance with equivant's then current time and materials rates. Specific services may include requirements analysis, preparation of functional or programming specifications, software development, testing, documentation, installation, data conversion, training, and help desk support. equivant shall provide an estimate of cost prior to performing any of the above services. equivant is available to perform these modifications within the scope of this Agreement or under a separate agreement.
- b. Additional support outside the scope of the support services described in this Agreement may be available to the Customer upon request. These services shall be performed on a time and materials basis.

8. RESPONSE TIMES AND AVAILABILITY

- a. Definition. The Customer Support Department is the primary means of communication between the Customer and equivant regarding all equivant software issues. Customer Support provides the most efficient means to track, manage, and resolve all equivant software issues. The following table provides information on equivant' categorization of issues.

Priority	Criteria
<p><u>Urgent</u> Extremely Severe Business Impact</p>	<p>Issue results in broad disruption or degradation of production environment services (not caused by the Customer's hardware or environment) causing a severe business impact to the Customer, and for which no acceptable workaround exists, including where:</p> <ul style="list-style-type: none"> · A core business function is prevented from being carried out; or · An issue results in a disruption or degradation for multiple core business functions that affect one or more of the Customer's business groups.

Priority	Criteria
<u>High</u> Serious Business Impact	An error or Software issue related to a core system or business function that causes a serious business impact to the Customer by impeding the normal intended use of the software but allowing processing to continue in a restricted manner, and for which there is no known system workaround.
<u>Normal</u> Moderate Business Impact	A software operational error related to a core system or business function that causes a moderate to low business impact to the Customer but does not cause a serious impediment to the normal intended use of the software, and for which a system workaround may exist; or questions about how to use the application.
<u>Low</u> Little or No Business Impact	System functionality is largely correct except for minor, display or cosmetic errors with non-core functions of the software that causes little or no business impact to the Customer. Includes requests for documentation changes or corrections.

- b. Response Time. equivant will respond as quickly as possible to each request, but uses the response time targets for Average First Reply Time, during the defined hours of operation, provided in the table below. First Reply Time is defined as the time it takes a equivant Customer Care Agent to respond to Customer’s request for assistance.

	Average First Reply Time Target	Average Resolution Time Target
Urgent	1 hour	As soon as possible, but no more than 24 hours
High	8 business hours	48 hours (not including development or release time)
Normal	2 business days	5 business days (not including development or release time)
Low	2 business days	Mutually agreed time or Scheduled for future release

- c. Resolution Time. Resolution time will vary depending on the severity and complexity of the reported problem. Resolution time is defined as the time it takes equivant to sufficiently remedy the problem or return the system to operational status. Resolution may mean that a temporary fix has been provided to correct a problem until a permanent solution can be delivered. Average Resolution Time targets are provided in the table above. Elapsed time for development effort is not included in Resolution time.
- d. Hours of Operation. equivant shall be available for support services Monday through Friday, 8 A.M. to 5 P.M. Eastern Time, except for equivant-observed holidays, which may be revised from time to time.

Equivant Software Maintenance 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

Equivant Software Maintenance Agreement


Ashtabula County Common Pleas Court- Juvenile and Probate Division:



Albert Campese, 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

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

By:  _____

Date: October 18, 2023

Its: Portfolio Leader

Ashtabula County Addendum for Contracts Paid with ARPA Funds

Ashtabula County Board of Commissioners:



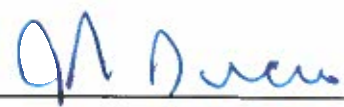
Casey Kozlowski, President

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