

RESOLUTION APPROVING AMENDMENT NO. 1 TO THE EPAY PLUS ADDENDUM FOR THE LICENSE AGREEMENT WITH COURTVIEW JUSTICE SOLUTIONS INC D/B/A EQUIVANT, A DELAWARE CORPORATION FOR PAYMENT PROCESSING

WHEREAS, on December 19, 2023 by Resolution 2023-627, an agreement was approved by and between the Ashtabula County Board of Commissioners and Courtview Justice Solutions, Inc. d/b/a Equivant for payment processing services so Ashtabula County could receive payments from third parties through Equivant, Equivant, CourtView 2 to CourtView3 Migration for the: Clerk of Courts, Common Pleas, County (Eastern and Western with Probation), Juvenile with Probation and Probate Courts; and

WHEREAS, the parties now wish to amend the Agreement to terminate the Addendum in its entirety and mutually agree to waive the sixty (60) day prior written notice requirement set forth in Section 4 of the Addendum effective retroactive to August 4, 2026 and; and

WHEREAS, it is now necessary to formally declare the termination of said Agreement through Addendum No. 1 by resolution; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that Addendum No. 1 is approved to terminate the Agreement effective retroactive to August 4, 2026.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2026-351

August 18, 2026

**RESOLUTION APPROVING AMENDMENT NO. 1 TO THE EPAY PLUS ADDENDUM
FOR THE LICENSE AGREEMENT WITH COURTVIEW JUSTICE SOLUTIONS INC
D/B/A EQUIVANT, A DELAWARE CORPORATION FOR PAYMENT PROCESSING**

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.



Crystal Sturgill, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

AMENDMENT 1 TO THE EPAY PLUS ADDENDUM TO LICENSE AGREEMENT

This Amendment 1 ("Amendment") to the ePay Plus Addendum to License Agreement ("Agreement") by and between CourtView Justice Solutions Inc. d/b/a equivalent, with offices at 2014 Champions Gateway, Suite 301, Canton, OH 44708 ("equivalent"), and 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 ("CUSTOMER"), which Agreement was effective November 1, 2023. The parties agree that the Agreement should be amended as follows effective as of August 4, 2026 ("Amendment Effective Date").

Whereas, on or around November 1, 2023 equivalent and Customer entered into a ePay Plus Addendum to License Agreement (Agreement).

Whereas, the parties now wish to amend the Agreement to terminate the Addendum in its entirety by mutual agreement.

Now therefore, in consideration of the promises and other good and valuable considerations, receipt and sufficiency of which are hereby acknowledged, parties hereto agree as follows:

1. **Termination.** Effective as of August 4, 2026 (the "Termination Date"), the ePay Plus Addendum to License Agreement dated November 1, 2023 (the "Addendum") is terminated in its entirety by mutual agreement of the parties. The parties mutually waive the sixty (60) day prior written notice requirement set forth in Section 4 of the Addendum. Except as expressly provided in this Amendment, neither party shall have any further obligation to the other under the Addendum from and after the Termination Date.
2. **Effect on Other Agreements.** This Amendment terminates only the Addendum. The Software License Agreement between the parties and the Ashtabula County Addendum for Contracts Paid for with ARPA Funds each remain in full force and effect in accordance with their respective terms, and nothing in this Amendment shall be construed to terminate, modify, or otherwise affect either of them.
3. **Cessation of Services; Final Remittance.** equivalent will cease providing the payment processing Services described in Exhibit A of the Addendum as of the Termination Date. In accordance with Section 4 of the Addendum, all Case Payments processed by equivalent on or before the Termination Date will be remitted to CUSTOMER less any Fees and Adjustments due equivalent. Any Fees or other amounts accrued and unpaid as of the Termination Date remain due and payable in accordance with Section 3 of the Addendum.
4. **Adjustments, Reversals and Chargebacks.** CUSTOMER's obligations under Section 6, Exhibit B, and Exhibit C of the Addendum with respect to Adjustments, reversals, chargebacks, claims, fees, fines, penalties, and other liability relating to Case Payments processed on or before the Termination Date survive termination and remain in effect until all such items are finally resolved. Where insufficient funds remain pending remittance to CUSTOMER to cover such amounts, CUSTOMER will reimburse equivalent through other means as provided in Exhibit C of the Addendum.
5. **Survival.** Section 8 (Limitation of Liability), Section 14 (Disputes), and Section 22 (Survival) of the Addendum, together with all other provisions of the Addendum that by their nature should survive termination, survive the Termination Date in accordance with their terms. Pre-existing

rights and claims of either party accrued as of the Termination Date are unaffected by this Amendment.

6. Section 9 (Notices) of the Agreement is amended so that all notices to equivalent shall be sent to:

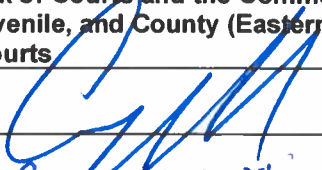
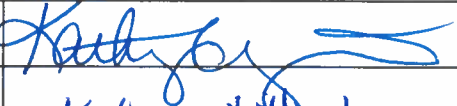
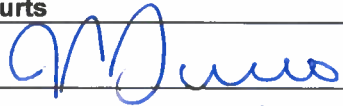
equivalent
General Manager
CourtView Justice Solutions Inc. d/b/a equivalent
2014 Champions Gateway
Canton, OH 44708

With a copy to:
Legal
equivalent
5060 Spectrum Way
Suite 100
Mississauga, ON L4W 5N5 Canada
Email: legal@equivalent.com

7. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement or any earlier amendment, the terms of this Amendment will prevail.
8. This Amendment may be executed in counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute one and the same instrument

(Signature Page to Follow)

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

CourtView Justice Solutions Inc. d/b/a equivalent		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	
Signature:	DocuSigned by: <i>Eric Tumperi</i> DEA5AFA012C447A	Signature:	
Name:	Eric Tumperi	Name:	Casey Kozowski
Title:	Group Leader and General Manager	Title:	President
Date:	8/12/2026	Date:	8-18-26
		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	
		Signature:	
		Name:	Kathryn Whittington
		Title:	Vice President
		Date:	8-18-26
		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	
		Signature:	
		Name:	JP Duro IV
		Title:	Commissioner
		Date:	8-18-26

