

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement made this 1st day of January, 2023, (the "Agreement") by and between JANO Technologies Inc., DBA JANO Justice Systems, Inc., a Mississippi corporation (hereinafter referred to as "JANO"), with its principal office located at 415 Devonshire, Champaign, IL 61820 and the County of Champaign, Illinois, on behalf of the Champaign County Circuit Clerk (hereinafter collectively referred to as the "Customer") with its principal office located at 101 E. Main Street, Urbana Ill 61801

RECITALS:

Whereas, JANO and Customer have previously entered into a Software License Agreement for the CLERICUS MAGNUS software program; and

Whereas, JANO and Customer have in place a currently active Software Maintenance Agreement; and

Whereas, JANO desires to provide and Customer desires to receive enhanced customer support services necessary to support CLERICUS MAGNUS in the Champaign County Courthouse (the "Professional Services");

NOW THEREFORE, in consideration of the covenants and agreements set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

- A. **General.** In this Agreement, the following terms shall have the following meanings:
1. **Licensed Program(s).** The term "Licensed Programs" or "Licensed Program" refers to the JANO computer program, including source code, commonly known as CLERICUS MAGNUS Integrated Justice Information System.
 2. **Associated Documentation.** The term "Associated Documentation" refers to any written materials relating to any Licensed Program including, without limitation, installation instructions, operating service manuals, and training materials provided by JANO in connection with any Licensed Program.
 3. **Software.** The term "Software" refers to the Licensed Programs and Associated Documentation and any corrections, modifications, additions, revisions, or enhancements of the Software and provided to Customer pursuant to this Agreement and the Software License Agreement.

B. JANO Responsibilities. JANO shall use available resources to provide the professional services outlined in Exhibit A of this agreement. JANO will charge its prevailing hourly rate (as identified in Exhibit B) to execute these services depending on assigned staff

1. **Project Estimate:** JANO is unable to estimate the total hours needed to complete the projects outlined in Exhibit A.
2. **Unauthorized use of Customer's data.** JANO acknowledges that all data that is the subject of the data conversion or migration referred to in this Agreement is the sole property of Customer. Accordingly, JANO shall take all steps reasonably necessary to prevent any unauthorized use or disclosure of the data or any portion thereof by its employees, contractors or other authorized representatives.
3. **Travel & Out of Pocket Expenses.** Where a JANO employee or contractor is required to travel in the performances of his/her duties and obligations under the terms of this Agreement, Customer will pay for reasonable and actual travel expenses. This includes mileage, food, out of pocket expenses and lodging. JANO will provide a detailed monthly invoice describing the expense

C. Customer Responsibilities

1. **Access.** Customer agrees to provide JANO employees and contractors access to Customer data hardware, software, available documentation for the purpose of providing the services described in Exhibit A
2. **Payment.** At the conclusion of the project, JANO will deliver an invoice describing in detail the actual Professional Services provided as well as any applicable travel and out of pocket expenses. Payment for this invoice is due upon receipt of the invoice.

D. Term. The term of this Agreement shall begin on January 1, 2023 and end on June 30, 2023, unless the end date is modified by the mutual agreement of the parties.

E. Notices. All notices pursuant to this Agreement shall be deemed effective when delivered physically or electronically to the contact information below when deposited in the U.S. Mail, and sent certified, return receipt requested, or when sent via facsimile, transmission confirmed, to the following:

If to Customer: Champaign County Circuit Clerk
 Attn: Susan W. McGrath, Circuit Clerk
 101 E. Main St.
 Urbana, IL 61801
 smcgrath@co.champaign.il.us

AND

 Attn: Isak Griffiths, Chief Deputy
 101 E. Main Street
 Urbana IL 61801
 isak@co.champaign.il.us

If to JANO: Vasco Bridges III, CEO
 Jano Technologies, Inc.
 415 Devonshire
 Champaign, Il 61820
 vbridges@jano.tech

F. Assignment. Neither party shall assign or in any other manner transfer or convey this Agreement, or any rights granted to Customer under this Agreement, without the prior written consent of the other party.

G. Amendment. This agreement may be amended only in a writing signed by both JANO and Customer.

H. Severability. Should any provision of this agreement be deemed by a court having jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall be deemed valid and enforceable and shall remain in full force and effect.

I. Waiver. Any waiver by a party of any breach of any term, covenant or condition of this Agreement shall not be deemed to constitute the waiver of any further breach of such term, covenant or condition or the waiver of any other term, covenant or condition of this Agreement.

J. Entire Agreement. This Agreement constitutes the entire agreement between the parties and no party has made any representation, oral or written, with respect to the subject matter of this Agreement, except as specifically set forth herein.

K. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, and their personal representatives, successors, and assigns.

N. **Applicable Law.** This Agreement shall be construed in accordance with, and any and all disputes arising out of or in connection with this Agreement shall be governed by, the laws of the State of Illinois.

O. **Relationship of the Parties.** The parties acknowledge and agree that JANO is an independent contractor hired by the customer. The personnel of one party shall not in any way be considered agents or employees of the other. To the extent provided for by law, each party shall be responsible for the acts of its own employees and contractors. Further, each party shall be responsible for Workers' Compensation coverage for its own personnel. Further, JANO represents and warrants that it has complied with all federal, state and local laws regarding business permits and licenses that may be required for it to perform under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

CUSTOMER

By 
Susan W. McGrath
Champaign County Circuit Clerk

Date: 1/24/23

JANO

By 
Vasco L. Bridges, III
CEO, JANO Technologies

Date: January 26, 2023

EXHIBIT A:

This exhibit outlines the professional services JANO will perform for Customer. Any professional services in this agreement are limited to the completion of the projects outlined in the table below.

Project Name	Project Description	Estimated Hours	Estimated Cost
Champaign County Enhanced Support	<p>JANO will provide enhanced support services, in response to tickets received through our centralized ticketing system. The parties contemplate that Alexandria Jackson will receive the tickets and that she, along with Angela Fults, will help route the support issues to the correct JANO resource to respond to the tickets.</p> <p>A JANO representative will commit to being onsite at the Champaign County courthouse 2 times per week. The parties contemplate that those two days will be Tuesdays and Thursday. It is contemplated by the parties that the primary JANO representative will be Angela Fults, and that JANO and the Circuit Clerk will mutually agree upon other JANO representatives who will be onsite.</p> <p>Application Administrative Support including (but not limited to):</p> <ul style="list-style-type: none"> ▪ Perform administrative setup as requested by the county (new users, codes, documents, accounts/payees) ▪ Perform all setup for changes required ▪ Develop the eFileIL Integration Spreadsheet (and any subsequent required changes) ▪ Manage ALL Integrated Partner Relationships ▪ Train new employees as required ▪ Work with the County to identify the correct support model long term. 	Unknown	Unknown
TRAVEL & OUT OF POCKET EXPENSES			Unknown
TOTAL:		N/A	N/A

We are unable to estimate the true expenses for this project. Customer will be billed on actual hours and travel expenses.

EXHIBIT B: RATE CARD

This exhibit outlines the standard rates for JANO staff. Depending on who performs the work, each staff member carries a unique rate.

Rate Name	JANO Staff Included in this Rate	Hourly Rate
Senior Development Staff	Philip Russell Ric Turner Sicy Johnson Mark Chastant Kent Manfred	\$169 / hr
Junior Development Staff	William Smith James Koger	\$140 / hr
Other Staff	Angela Fults Anthony Schelling Alexandria Jackson Vasco Bridges (“Nosa”)	\$169 / hr

Customer will be billed on actual hours and expenses only.