

SCHEDULE E4
COURTFACT SOFTWARE & MOBILE APPLICATION
PRODUCT & SERVICES AGREEMENT

This **SCHEDULE E3** to the **MEMORANDUM OF UNDERSTANDING** (the “**AGREEMENT**”) is entered into on the Effective Date by and between **TOTAL COURT SERVICES, (TCS)** and **TIPPECANOE COUNTY COMMUNITY CORRECTIONS (AGENCY.)** This **SCHEDULE** is incorporated by reference into the **AGREEMENT** executed by the parties. All other terms and conditions of the **AGREEMENT** that are not in conflict with the terms of this Schedule are hereby ratified and remain in full force and effect.

1. TERMS & PRICING OF PRODUCTS

- a. **SOFTWARE.** TCS agrees to furnish AGENCY with the CourtFact Cases software platform necessary for the operation of the CourtFact Client Mobile application. AGENCY is required to properly maintain the caseload operations within the software and will address, per the AGENCY’s policy, any event or notification in the system within a specified period of time as dictated by their protocol.
- b. **MODE OF PRICING.** TCS shall charge a monthly fee for each active module instance within the software platform for any minimum number of days within a calendar month on the schedule outlined below:
 - Monthly Minimum: \$100.00 (to include up to 100 instances of individually used modules)
 - 1-500 Module Instances: \$1.00ea
 - 501-1,000 Module Instances: \$0.90ea
 - 1,001-3,000 Module Instances: \$0.75ea
 - 3,001+ Module Instances: \$0.50eaData Allotments:
 - 500 Notifications & Data: \$15.00/month
 - 1,000 Notifications & Data: \$25.00/month
 - 2,000 Notifications & Data: \$40.00/monthData Allotments include any ratio of SMS text, email, or photos and must be selected prior to billing cycle and are subject to terms in Section 2.b.ii & iii.

2. LIMITATIONS OF USE

- a. **MODULES.** AGENCY is provided with unlimited use of all standard modules per client, per month. Standard modules are defined as the following features: Photo Login, Facial ID Login, Events, Tracking, Discussions, Check-In, Broadcast, Financials, and Reporting.
- b. **DATA USAGE & NOTIFICATIONS.** AGENCY is provided with an allotment during each billing cycle:
 - Push Notifications: Unlimited
 - i. Data Usage & Other Notifications includes SMS Text, email, and photos sent to or collected from clients.
 - ii. Data Usage & Other Notifications can be used on any number of module instances, active clients and for any method described in Section 2.b.i.
 - iii. Data Usage & Other Notifications cannot be reserved, transferred, or otherwise carried over to any other billing cycle, credited for future or past billing cycles, or used on module instances or clients other than those covered under this specific SCHEDULE.
 - iv. If an overage should occur, AGENCY is charged at a rate of 5c for each instance of SMS text message, email, or photo either sent to or collected from clients in excess of the total allowable allotment for that billing cycle.

3. SERVICES

- a. **TRAINING.** TCS will provide AGENCY with personnel training and certification in the use of the products at no cost.
- b. **ON-SITE SERVICES.** TCS will provide staff to visit AGENCY’s location in order to address any questions AGENCY personnel may have.

4. CONFIDENTIAL INFORMATION

- a. **CONFIDENTIAL INFORMATION.** In connection with this **AGREEMENT**, TCS may furnish the AGENCY with software, user and training manuals, data, designs, drawings, plans, layouts, specifications, and other information provided by or on behalf of TCS as it pertains to its software or any of its components. This information is proprietary and confidential to TCS. Confidential Information may not be disclosed in written or other tangible form (including digital or other electronic media) or by oral, visual or other means. AGENCY agrees not to disclose any confidential or proprietary information.

5. OTHER SPECIAL TERMS

- A. BASIS COST WAIVER.** TCS will waive the basis cost for use of CourtFact limited to clients designated as being in the AGENCY's pre-trial program and will include all standard modules premised on the following:
- i. If AGENCY wishes to utilize other forms of notification to clients, the cost structure for Data Usage & Notifications in Section 1.b. will be charged at the costs stated and fall under the same provisions stated in Section 2.b.
 - ii. Waiver of the basis cost is contingent on the continued exclusive use of TCS supply and services for all other programs covered under this AGREEMENT.

In witness whereof the authorized representatives of the parties have executed this Schedule on the date below.

Tracy Brown, President
Representative of Tippecanoe County Board of
Commissioners

J. Robert Hawkins, President
Representative of Total Court Services

Date

Date

Jason Huber, Executive Director
Representative of Tippecanoe County Community
Corrections

Date