

SOFTWARE LICENSING AGREEMENT

This Software Licensing Agreement (the “**Agreement**”) is made this 6/4/2014 (the “**Effective Date**”) by and between GOODIN ASSOCIATES, LTD., an Illinois Corporation, (hereinafter “**GAL**”) and Union County State's Attorney (hereinafter “**CLIENT**”), as represented by Tyler Edmonds.

WHEREAS, GAL has developed and is the sole and exclusive owner of a proprietary software package entitled PC JIMS Prosecutor, (such software, related documentation and materials hereinafter referred to collectively as the “**System**”);

WHEREAS, CLIENT desires to purchase the right to use the System; and

WHEREAS, GAL desires to grant to CLIENT a non-exclusive license to use the System in accordance with the terms hereof;

NOW, THEREFORE, in consideration of the following mutual promises and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereby agree as follows:

- 1) **Grant of License.** GAL grants and CLIENT accepts a personal, non-transferable, non-exclusive and perpetual right and license to use the System to create, manipulate and display data, and to develop and maintain data in the form of databases (each a “Database” and collectively the “Databases”), in accordance with and subject to the terms and conditions set forth herein.
- 2) **Scope of Use.** CLIENT shall have the right to use the System as follows:
 - a) Installation and use of the System shall be limited to that number of individual, personal computers (each a “**Licensed PC**” and collectively the “**Licensed PCs**”) indicated on Exhibit A attached hereto and incorporated herein. Additional licenses for installation and use on additional Licensed PCs may be added to this agreement and subject to the terms and conditions hereof upon completion of the following: i) CLIENT’s execution of an “Estimate” prepared by GAL which includes all relevant information pertaining to the additional licenses, and ii) GAL’s providing the software installation keys for such additional licenses to CLIENT.
 - b) Any portion of the System furnished by GAL in machine-readable form may be copied a single time by CLIENT for safe keeping and back-up purposes. CLIENT agrees that the original copy of all portions of the System and all copies thereof made by CLIENT are and shall remain the sole and exclusive property of GAL.
- 3) **Limitations of Use.** This license is limited to the purposes and uses set forth above. CLIENT acknowledges that use of the System for any “**Unauthorized Use**” (defined below) may result in failure of data integrity, system malfunctions, or additional service fees to repair such System malfunctions. CLIENT is prohibited from engaging in, or allowing any employee, agent or third party to engage in any of the following activities, each an Unauthorized Use:

- a) THIS SECTION INTENTIONALLY LEFT BLANK
 - b) addition, modification or deletion of any data in a Database via Open Data Base Connectivity (ODBC), Structured Query Language (SQL) or other direct forms of data access and manipulation outside of the System, or any other comparable uses of the data that would threaten the integrity of the data in a Database;
 - c) any use of the System for any purpose, at any location or in any manner not specifically authorized by this Agreement;
 - d) create or recreate the source code for the System, or re-engineer, reverse engineer, decompile or disassemble the Software;
 - e) modify, adapt, translate or create derivative works based upon the System, or combine or merge any part of the System with or into any other software or documentation;
 - f) remove, erase or tamper with any copyright or other proprietary notice printed or stamped on, affixed to, or encoded or recorded in the System, or fail to preserve all copyright and other proprietary notices in any copy of the System; or
 - g) sell, market, license, sublicense, distribute or otherwise grant to any person, including any outsourcer, vendor, consultant or partner, any right to use the System, whether on CLIENT'S behalf or otherwise.
- 4) **Audit Rights.** For purposes of monitoring the use and installation of the System and controlling the incidences of Unauthorized Use, GAL may, from time to time and in its sole discretion, inspect those areas of CLIENTS business premises where CLIENT'S computers are located and verify on which computers the System as been installed. All such inspections shall take place on business days and during reasonable business hours.
- 5) **Term.** This Agreement shall become effective on the Effective Date, and shall continue until terminated by one or both parties in accordance with Section 7) hereof. Except for termination of this Agreement due to CLIENT'S failure to pay the Total License Fee in accordance with Section 12 hereof, the license granted hereunder shall continue in perpetuity.
- 6) **Confidentiality and Security** CLIENT acknowledges that no property rights are being transferred as a result of the license granted hereunder, and that all right, title and interest in and to the System, remains vested at all times solely in GAL. CLIENT further acknowledges that the System contains GAL'S CONFIDENTIAL and proprietary information, and as such, may not be disclosed, sublicensed, published, released or transferred to another party by CLIENT without the prior written consent of GAL.
- 7) **Termination.**
- a) This Agreement may be terminated by either party, with or without cause, at any time upon providing thirty (30) days prior written notice to the other party; or may be terminated immediately by GAL upon breach by CLIENT of any of the terms of this Agreement.

- b) Upon termination of this Agreement for any reason, CLIENT shall be prohibited from receiving any of the support and maintenance services available to GAL clients, including, without limitation, all new programming, software versions and upgrades released by GAL from time to time.

8) Remedies.

- a) Unless otherwise expressly provided herein, the rights and remedies of the parties as set forth in this Agreement are in addition to any other rights and remedies available to the parties at law or in equity. Unless otherwise expressly provided herein, all remedies available to either party are cumulative and may be exercised concurrently or separately. The exercise of any one remedy will not be deemed an election of such remedy to the exclusion of other remedies.
- b) CLIENT acknowledges that any breach of Sections 2), 3) and 6) of this Agreement will result in irreparable injury to GAL. If CLIENT commits any such a breach, then GAL shall be entitled to receive as adequate compensation, in addition to all other rights and remedies which GAL may have at law or in equity, all of the following: (i) payment of a license fee, for each unauthorized computer on which the System is installed, in an amount equal to the license fee then charged by GAL for each authorized additional Licensed PC; and (ii) a penalty fee equal to 25% of the total license fees owed to GAL under section (i) above.

- 9) Software Maintenance and Support.** Certain maintenance and support services, and any new programming, software versions and upgrades released by GAL from time to time, may be available for purchase pursuant to the then current JIMS/JIMAS Software Maintenance and Support Agreement (the "**Maintenance Agreement**"). GAL is not liable for access or other System failures resulting from use of an outdated System or prior software versions.

- 10) Representation of Ownership.** GAL represents that the System was created by it, and that it has the full power and authority to enter into this Agreement with CLIENT, there being no encumbrances on the granting of said license to CLIENT under the terms set forth herein.

11) Limitation of Liability.

- a) IN NO EVENT SHALL GAL BE LIABLE TO CLIENT OR THIRD PARTIES FOR LOSS OF PROFIT OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES, ARISING OUT OF ANY BREACH OR USE OF THIS SOFTWARE LICENSE AGREEMENT OR ANY OBLIGATIONS UNDER THIS AGREEMENT OR THE LICENSE GRANTED OR FOR ANY CLAIM MADE AGAINST CLIENT BY ANY OTHER PARTY, EVEN IF GAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM
- b) If a charge is payable with respect to the System or related materials or if a charge has been established in the regular course of business by GAL for licensing the same or similar products then GAL'S liability, if any, for loss or damages relating to or arising out of the license thereof shall not exceed the charges attributable to such system or

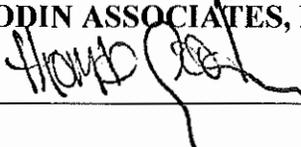
related materials.

- 12) **Payment of License Fees.** In exchange for the license granted hereunder, CLIENT agrees to pay GAL the total license fees set forth on Exhibit A hereof. Payment of the Total License Fee shall be due in full to GAL net 45 days from the date of invoice, unless other payment terms are specified in Exhibit A.
- 13) **Applicable Law.** This Agreement and its interpretation shall be governed by the law of the State of Illinois applicable to agreements entered into and performed entirely within the State of Illinois, without giving effect to the choice or conflicts of law provisions thereof.
- 14) **Miscellaneous.**
- a) Both parties agree that if any provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, then only that provision shall be stricken, and the remaining provisions of this Agreement shall remain in full force and effect.
 - b) CLIENT may not assign this Agreement nor any of its rights nor delegate its obligations hereunder without the prior written consent of GAL. This Agreement will be binding upon the parties' successors and permitted assigns.
 - c) Articles 2), 3), 6), 7), 8), 11), 12) shall survive and be unaffected by any termination of this Agreement.
 - d) No party shall be responsible or liable for or deemed in breach because of any delay in or failure of the performance of its respective obligations hereunder to the extent that such delay is due to circumstances beyond its reasonable control, and without the fault or negligence, of such party claiming such protection.
 - e) The headings of the various articles and sections in this Agreement are for convenience and reference only, and are not intended to be a part of, or to affect the meaning or interpretation of, this Agreement.
 - f) This Agreement sets forth the entire understanding of the parties as to the subject matter hereof and supersedes all prior agreements, discussions, and correspondence pertaining to the subject matter hereof. No modification of this Agreement shall be effective unless in writing and signed by all Parties. Any preprinted terms and conditions on any order, invoice, statement or other communication issued in connection with this Agreement by either party will be of no force and effect.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties acknowledge that the individuals whose names appear below are duly authorized to enter into, execute and deliver, in the name and on behalf of GAL and CLIENT, respectively, this Software Licensing Agreement in accordance with the terms and conditions herein stated.

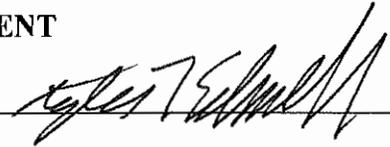
GOODIN ASSOCIATES, LTD.

By: 

Thomas M. Goodin, President

Date: 6/4/2014

CLIENT

By: 

Name: Tyler Edmonds

Title: State's Attorney

Date: 6-10-14

Exhibit A

Customer: Union County State's Attorney
 Union County Courthouse
 Jonesboro, IL 62952

Job: 09.2013 PCJ Prosecutor 1-8

Description	Qty	U/M	Unit Price	Total:
PC JIMS PROSECUTOR 1-8				
LICENSE License Contract -- JIMS Prosecutor [Server Component] ~Includes the PC JIMS Prosecutor Document/Form Generator - Allows users to easily create custom templates for subpoenas, notices, charging documents & form letters. - Creation and modification of templates can be done by GAL on a billable basis if requested by Client.	1		11,000.00	11,000.00
PC JIMS Prosecutor license/PC -- PCs 1-3 ~NOTE: Users of PC JIMS Prosecutor in counties participating in Judici.com can get a free Judici subscription which can provide access to non-public information from www.judici.com if the court uses the Extended Access service. NOTE: JIMAS IMAGING is separately and contractually licensed. It is NOT automatically included with the purchase of any other PC JIMS product.	3		1,800.00	5,400.00
PC JIMS Prosecutor license/PC -- PCs 4-8 Subtotal, Licenses	5		1,500.00	7,500.00 23,900.00
ONE-TIME SERVICE ACTIVATION Integrated Judici Access- one-time activation fee - Integrated Judici Access allows each licensed copy of the GAL PC-based case management system to search and display Judici.com data from all participating courts (https://www.judici.com/courts/court_list.jsp) for a specified individual.			975.00	975.00
Subtotal, One-time service activation				975.00
Total:				\$24,875.00