



The Baldwin Group, Inc.
7550 Lucerne Dr
Ste 306
Cleveland, OH 44130
440-891-9100

City of Gahanna

January 11, 2019

**Mayor's Court™
Software and Service**

Purchase Agreement Set

- License Agreement
- License Agreement Schedules
- License Agreement Addendum – As Required

This Agreement Set (*Agreement*) constitutes the entire and exclusive *Agreement* between the parties and supersedes all written or oral agreements, representations or communications between the parties relating to the subject matter of this *Agreement*. This *Agreement* shall be binding upon and inure to the benefit of the parties and their respective successors, assigned and legal representatives.

Licensee: City of Gahanna

Licensor: The Baldwin Group, Inc.

By: _____

By: 

Name: _____

Name: Richard D. Becker

Title: _____

Title: President

Date: _____

Date: January 11, 2019

**The Baldwin Group, Inc.
Mayor's Court Software
LICENSE AGREEMENT**

Licensee:	City of Gahanna 200 S. Hamilton Rd Gahanna, OH 43230-2919
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The Baldwin Group, Inc (BGI), an Ohio Corporation, licenses a computer software product herein referred to as **Mayor's Court**™ (MC) as specified on the attached Schedule A.

- License. BGI hereby grants to Licensee a perpetual nontransferable license to use the specified MC Software and the MC Software documentation in accordance with the terms and conditions set forth in this Agreement. So long as Licensee is in compliance with the terms and conditions of this Agreement, the Licensee is authorized to use the MC Software and the MC Software documentation, including updates to the software and/or documentation which have been provided under any Software Support Agreement (Schedule B) for which payment has been made by Licensee. Updates provided under the Annual Software Support Agreement are available for use by the Licensee subject to the terms and conditions of this Agreement, provided that full payment for Annual Software Support is made by the Licensee within 30 days of a new support year. Continuation of Annual Software Support by Licensee is a condition to continued use by the Licensee of the MC Software or MC Software documentation or any updates to the software and/or documentation which have been paid for by Licensee. The MC Software and documentation may not be assigned, sublicensed, or otherwise transferred to another person or legal entity, other than an affiliate of Licensee, or to any entity acquiring title by or through Licensee to Licensee's interest hereunder, which agrees in writing to the terms and conditions of this agreement except with the prior written consent of BGI, which consent shall not be unreasonably withheld or delayed.
- Term. The License shall commence as of the date this Agreement is signed by both parties, and shall continue unless and until it is terminated pursuant to the provisions set forth in this Agreement.
- Payments. Terms of payment are 100% due upon software installation unless payment arrangements are agreed to and included in the attached Addendum. Software Installation is defined as the actual loading of software on the Licensee's computer system and demonstration of the MC Software menus, screens and processes. The MC Software will be deemed installed/accepted and the warranty period will start upon completion of Software Installation. If payment is received per this agreement's guidelines, BGI will provide 12 hours of interactive phone training at no cost to Licensee. Training will include at a minimum the activities defined in Schedule C – Training. The number of people per training session will be limited to a maximum of four. Additional training and related payment, if any, is specified on the System Pricing Document. The price paid for the MC Software includes unlimited telephone hotline support from 8-5 Eastern Time (Mondays through Fridays excluding holidays), and availability to all program upgrades for the first 90 days. Software support as specified on the attached Schedule B – Software Support is available and provides for continuation, after the 90 day period

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following Software Installation, of unlimited telephone hotline support from 8-5 Eastern Time and availability of all program upgrades. Additional MC Software options are available to the Licensee and are specified on Schedule D.

4. Materials to be Delivered. BGI shall deliver, upon installation, the MC software and MC documentation on currently acceptable media containing machine-readable code. Additionally, BGI shall deliver one bound paper copy of the then current documentation.
5. Protection of Software. Licensee acknowledges that BGI retains all title, copyright and other proprietary rights in and to the MC Software and Documentation, including any and all copies, modifications, translations and other derivative works that duplicate, or are based on, the software. BGI claims no proprietary rights to the output generated by the software. Licensee shall not make copies of the MC Software or documentation except solely for the Licensee's operational use and Licensee may back-up or make archival copies of the MC Software as permitted by the copyright law of the United States. Licensee shall not remove any copyright or proprietary rights notice included in or on any software or documentation, and shall reproduce all such notices in or on all copies made by Licensee. Licensee agrees to treat any software furnished by BGI as a valuable asset of BGI, and in particular, but without limitation, agrees it will not decompile, dissemble or attempt to reverse engineer the software in any way.
6. Warranties. BGI warrants that the MC Software will perform substantially in accordance with the BGI MC Software Documentation provided therewith and in conjunction with the Minimum Hardware/Operating Systems Software Requirements published by BGI. BGI warrants that the MC Software is Year 2000 compliant and in the specified operational environment will function correctly for all dates before, during and after the Year 2000. BGI warrants that it is the owner of the MC Software and has the right to grant this License. BGI shall, at its cost and expense, defend or at its option settle any claim, lawsuit or proceeding brought against the Licensee alleging infringement of any patent, trade name, trademark, service mark, trade secret, copyright or other proprietary right of any third party by the Licensee's usage of the MC Software pursuant to the terms of this Agreement. BGI shall indemnify and hold the Licensee harmless against any costs, expenses or damages awarded against the Licensee, provided that the Licensee, if applicable, gives BGI prompt written notice of such claim, lawsuit or proceeding. BGI shall have the sole control of any such defense or settlement. The foregoing warranties are in lieu of all other warranties, express or implied including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose.
7. Limitation of Liability. BGI's sole obligation and liability for any damage or loss resulting from, or in any way involving non-performance of the MC Software shall be to correct or replace the MC Software and provide actual data correction / validation or an easy method for the Licensee to utilize to resolve any data issues, as soon as possible and at no cost to the Licensee. Under no circumstances shall BGI be liable to Licensee or any other party for lost profits or any special, incidental or consequential damages including, but not limited to, loss of good will or anticipated income or loss resulting from business disruption, data loss,

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computer failure or malfunction, work stoppage or any other damage or loss, even if BGI has been advised of the possibility of such damages. BGI shall have no responsibility for the MC Software and related data which has been in any way altered or modified by Licensee or for any loss resulting from or caused by Licensee's equipment or software. IF BGI is requested by the Licensee to correct any data, the Licensee will be responsible for the cost.

8. Licensee Obligations. Licensee shall be exclusively responsible for the supervision, management and control of its use of the MC Software, including without limitation, (a) establishing adequate daily backup plans for computer retained data, (b) maintaining copies of its program libraries, (c) installing on a timely basis all upgrades sent by BGI whether the upgrade is to the MC Software or to the documentation, and (d) establishing and documenting, for the Licensee staff, sound data verification and financial controls designed to ensure operational accuracy and control.
9. Termination of License. Either party may terminate the License by written notice, if the other party fails to perform any of its material obligations under the Agreement and fails to substantially remedy such breach within thirty (30) days after written notice of the breach. Non-payment shall be deemed a material breach. In addition, in the event either party for any reason terminates the License, Licensee shall promptly return all copies of the software and documentation, or shall certify their destruction. If the software license is terminated by either party, as defined above, or 60 days written notice is provided by Licensee to Licensor, and all mutual obligations are satisfied then, at Licensee's option, Licensor will provide the Licensee all the MC Software data tables converted to CSV files (with definition) based on the current published Licensee Request to Terminate Agreement.
10. Escrow. During the term of this License Agreement BGI shall keep on deposit with Pappas & Bitounis CPAs LLC (30980 Lorain Rd., North Olmsted, OH 44070 – 440-686-9663) the program source code for the most current production release of the MC Software. In the event that BGI should become insolvent or cease to carry on its business and the business of BGI is not continued by a receiver, trustee or assignee, the Licensee shall have the right to acquire a copy of the source code, for an additional charge not to exceed \$500 from the escrow deposit company for the sole purpose of continuing uninterrupted use of the MC Software; any such charge shall be payable to the escrow deposit company. In the event that BGI would need to change the escrow deposit company, BGI will provide written notification to the Licensee of such within thirty (30) working days of the change.
11. Proprietary Information. BGI acknowledges that, in the course of performing its obligations hereunder, it may be receiving information from the Licensee which is proprietary and confidential and which the Licensee wishes to protect from public disclosure ("Proprietary Information"). Proprietary Information as used herein includes without limitation all information disclosed at any time before, after or at the time of execution of this Agreement which is not generally available to the public. BGI shall (a) hold such Proprietary Information in confidence and not disclose it, except to its employees or agents to whom disclosure is necessary to effect the purposes of this Agreement and who are similarly bound

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to hold the Proprietary Information in confidence; (b) shall use its best efforts to prevent inadvertent or unauthorized disclosure, publication or dissemination of any Proprietary information; and (c) shall not make any use of any Proprietary Information nor circulate Proprietary Information in its organization, except to the extent necessary to carry out the intent of this agreement.

12. **General.** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter hereof and supersedes any and all prior oral and written agreements, understandings and quotations relating hereto. No waiver, alteration, modification, or cancellation of any of the provisions of this Agreement shall be binding unless made in writing and signed by duly authorized representatives of the parties. Any consent by a party to, or waiver of, a breach by the other party, whether expressed or implied, shall not constitute a consent to, or waiver of, or excuse for any other or subsequent breach. All notices, consents, approvals or other instruments permitted or required to be given hereunder shall be in writing and sent by postage prepaid to the other party at its address first set forth above or such other address as each party may designate in writing. By signing this Agreement, the respective representatives of each party acknowledge that they have the power and authority to negotiate, execute and deliver this Agreement. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be binding upon the parties and shall be enforceable as though the invalid or unenforceable provision(s) were not contained therein. The parties to this Agreement shall not be responsible for any failure or delay in the performance of their respective obligations hereunder caused by acts of God, flood, fire, earthquake, windstorm, strikes, terrorism, or public enemies. In the event of any such delay, the date of performance shall be deferred for a period equal to the time lost by reason of delay. This Agreement will be governed by, construed and enforced in accordance with the substantive law of the State of Ohio, U.S.A.
13. This Agreement includes and is subject to the attached Addendum, if any, which is incorporated herein by this reference.
14. A standard part of this mutual agreement shall be an acceptance that neither party can employ or contract with a professional or other staff person employed by either entity during the engagement(s) or for a period of (180) days after the last engagement is completed if, and only if, that person is performing the same or substantially similar services as he or she did for the previous employer. It is also understood by both parties that failure to follow the acceptance guidelines as stated in the previous sentence will result in payment requirement to the other party of a sum equal to the person's last three months gross pay within 15 days of the happening. Any exceptions shall be made in writing by both parties. A signed copy is requested for our file but acceptance of the terms and conditions will be deemed so if the services of The Baldwin Group, Inc. are contracted after this document's effective date.

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Schedule A – Software License

<u>Mayor's Court™</u>	<u>Purchase Price</u>
INCLUDES – dBest Spell Checker* software Installation of software Modification of four (4) custom form layouts Twelve (12) hours of training - all hours are interactive by phone (additional charges will apply if on-site training is requested) Ninety (90) days of free software support	\$11,000

*dBest Spell Checker™ Hall Gram Publishing

Schedule B – Software Support

<p>Annual Support cost for 2019 is \$1,695 if electronic connectivity access is certified as working and granted by the Licensee. The cost will be \$2,850 if access is not granted. Support includes, but is not limited to, reasonable telephone hotline support Monday through Friday excluding holidays (8am-5pm Eastern Time) and periodic upgrades when new versions or significant enhancements are made. Software support only provides for support of the most current version and the version prior, which requires that upgrades be applied timely. This Support Agreement shall be effective for a period of one calendar year (the initial term may be for a partial year) and shall automatically renew for successive terms of one standard calendar year, unless either party provides 60 days written notice to the other party prior to the termination of the renewal term. Annual Software Support will be billed at the beginning of each new supported time period. Continuation of Annual Software Support by Licensee is a condition to continued use by the Licensee of the MC Software or MC Software documentation or any updates to the software and/or documentation which have been paid for by Licensee. State Bureau of Motor Vehicles (BMV) mandated modifications and Supreme Court of Ohio Reporting Requirements will be made to the MC Software and included, at no additional charge over the support cost, with the upgrades. The only exceptions will be if the State of Ohio BMV, the Supreme Court of Ohio, or some other controlling agency mandates the use of an incompatible hardware / operating system or specifies requirements that require a software redesign. BGI reserves the right then to charge separately for such revisions and the right to make the final decisions as to the manner and method of any such software revisions which could also impact annual support cost.</p>	
2019 Annual Software Support with ConnectWise (included with purchase) or other mutually agreed to form of remote electronic access	\$1,695
2019 Annual Software Support without ConnectWise (included with purchase) or other mutually agreed to form of remote electronic access	\$2,850

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Schedule C - Training

Training will be scheduled in increments of a minimum of three (3) hours and set up on a mutually agreed upon schedule. Twelve (12) hours of training will be provided at no additional cost above the purchase price of the software.

The cost for additional training days is specified on Schedule D. Out of pocket expenses (ie lodging and mileage) related to training are applicable in certain situations.

MC Software Training will include but not be limited to:

- Review of all MC System Data Files
- Creation of System Files
- Processing of all MC Transactions
- Processing of existing Periodic Reporting
- Processing of existing On Demand Reporting
- Review of Normal Operating Procedures
- Review of Documentation and Use

Note: MC Software Training does not include basic PC, Network and Windows training but if/as required this type of training can be provided and contracted for under the guidelines of the BGI Professional Services Agreement in force at the time.

Schedule D – Additional Options

(All option prices are subject to change annually)

TRAINING IN OUR OFFICE

One-half Day – 4 Hours	\$400.00
One Full Day – 8 Hours	\$800.00

ONSITE TRAINING

One-half Day – 4 Hours + mileage (currently .58/mi)	\$500.00
One Full Day – 8 Hours + lodging + mileage (currently .58/mi)	\$900.00

INTERACTIVE PHONE TRAINING – requires that a remote connection can be established.

One-half Day - 4 Hours	\$500.00
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ADDITIONAL FORMS CUSTOMIZATION

Per Form – One-time charge	\$95.00
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Addendum

2019 MAYOR'S COURT SOFTWARE LICENSING COSTS	
Mayor's Court Software Cost (one time cost)	\$11,000
Twelve (12) hours of training – 6 hrs onsite, the remaining hours are interactive by phone (additional charges will apply if on-site training is requested)	\$0
Onsite training for end of month training – full day \$900 + mileage \$151.00	\$1,051
2019 Annual Support/Maintenance - (amount will be prorated based upon installation date)	\$1,695
Total 2019 Baldwin Group Mayor's Court Software Licensing/Training Costs	\$13,746

2019 ADD-ON MODULES/OPTIONS COSTS	
<u>CONVERSION FROM GBS/CourtView</u>	
Data Conversion (one-time cost)	\$5,000
Total 2019 Baldwin Group GBS/CourtView Conversion Costs	\$5,000

<u>ONLINE DOCKETING & PAYMENTS MODULE – BGI FEES</u>	
Online Docketing and Ticket Payments Module – Initial Setup (one-time cost)	\$2,000
Monthly Subscription Fee (billed quarterly – includes hosting)\$80/mo	\$960
Total 2019 Baldwin Group Online Docketing & Payments Costs	\$2,960
<u>ONLINE DOCKETING & PAYMENTS MODULE – PAYMENT PROCESSOR FEES</u>	
**Initial setup fee – the payment processor selected may have fees	TBD
**Monthly system hosting fee	TBD

<u>RMS INTERFACE MODULE</u>	
RMS Interface Module (one-time cost)	\$2,000
2019 Annual Support/Maintenance	\$375
Total 2019 Baldwin Group RMS Interface Module Costs	\$2,375
*Tri-Tech Software Systems – The Motorola RMS may have their own costs associated with the interface of their product to our Mayor's Court software. Contact them for pricing.	TBD

<u>BCI Disposition Reporting Module</u>	
Data Conversion (one-time cost)	\$800
2019 Annual Support/Maintenance - (amount will be prorated based upon installation date)	\$95
Total 2019 Baldwin Group BCI Disposition Reporting Module Costs	\$895