



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

City of Gahanna

Mayor's Court™ Online Docketing & Payments Module

- 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 The Baldwin Group, Inc.

By: _____ By: Richard D Becker

Name: _____ Name: Richard D Becker

Title: _____ Title: President, BGI

Date: _____ Date: January 11, 2019

Mayor's Court™ Online Docketing and Payments Module
LICENSE AGREEMENT

Licensee:	City of Gahanna 200 S. Hamilton Rd. Gahanna, OH 43230-2919
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The Baldwin Group, Inc., an Ohio Corporation, herein referred to as Licensor, license a computer software product herein referred to as the Mayor's Court™ Online Docketing & Payments Module.

- License. Licensor hereby grants to Licensee a perpetual nontransferable license to use Mayor's Court™ Online Docketing & Payments Module and the Mayor's Court™ Online Docketing & Payments Module documentation in accordance with the terms and conditions as 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 Mayor's Court™ Online Docketing & Payments Module and the Mayor's Court™ Online Docketing & Payments Module documentation, including automatic updates to the software and/or documentation. Continuation of payment of the Monthly Subscription Fees (invoiced quarterly) by Licensee is a condition to continued use by the Licensee of Mayor's Court™ Online Docketing & Payments Module, documentation or any updates to the software and/or documentation which have been provided to Licensee (see Schedule A). The Mayor's Court™ Online Docketing & Payments Module and the 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 Licensor, 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. Initial Setup and monthly subscription fees are invoiced as of the date the signed contract is received. Terms of payment are net 15. The Mayor's Court™ Online Docketing & Payments Module will be deemed installed/accepted and the warranty period will start upon acceptance of the website template by the Licensee and finalization and authorization of the website disclaimers (see Schedule D). Monthly subscription fees are invoiced quarterly, at the beginning of each quarter. Terms of payment are net 15. Failure to submit payment for monthly subscription fees within 30 days of the invoice date will result in removal of the Licensee's online docketing and payments from public access.
- Materials to be Delivered. Licensor shall prepare the website template and grant access to the Mayor's Court™ Online Docketing & Payments Module and online documentation within 10 days of receipt of the authorizing purchase order and/or signed license agreement (see Schedule B). Licensor shall also prepare the website disclaimers agreed upon by the Municipality as specified in Schedule D.

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5. Protection of Software. Licensee acknowledges that Licensor retains all title, copyright and other proprietary rights in and to the Mayor's Court™ Online Docketing & Payments Module and the documentation, including any and all copies, modifications, translations and other derivative works that duplicate or are based on the software. Licensor claims no proprietary rights to the output generated by the software. Licensee shall not make copies of the Mayor's Court™ Online Docketing & Payments Module Documentation except solely for the Licensee's operational use. 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 Licensor as a valuable asset of Licensor, and in particular, but without limitation, agrees it will not decompile, disassemble or attempt to reverse engineer the Mayor's Court™ Online Docketing & Payments Module in any way.

6. Warranties. Licensor warrants that the Mayor's Court™ Online Docketing & Payments Module will perform substantially in accordance with the Mayor's Court™ Online Docketing & Payments Module documentation provided therewith. Licensor warrants that it is the owner of the Mayor's Court™ Online Docketing & Payments Module and the documentation and has the right to grant this License. Licensor 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 propriety right of any third party by the Licensee's usage of the Mayor's Court™ Online Docketing & Payments Module pursuant to the terms of this Agreement. Licensor shall indemnify and hold the Licensee harmless against any costs, expenses or damages awarded against the Licensee, provided that the Licensee, if applicable, gives Licensor prompt written notice of such claim, lawsuit or proceeding. Licensor shall have 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. Licensor's sole obligation and liability for any damage or loss resulting from or in any way involving non-performance of Mayor's Court™ Online Docketing & Payments Module shall be to correct or replace Mayor's Court™ Online Docketing & Payments Module 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 Licensor be liable to the 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, computer failure or malfunction, work stoppage or any other damage or loss, even if Licensor has been advised of the possibility of such damages. Licensor shall have no responsibility for the Mayor's Court™ Online Docketing & Payments Module 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 Licensor is requested by the Licensee to correct any data the Licensee will be responsible for the cost.

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8. Licensee Obligations. Licensee shall be exclusively responsible for the supervision, management and control of its use of Mayor's Court™ Online Docketing & Payments Module. It is the Licensee's responsibility to maintain the accuracy of the Licensee's court data uploaded to the Mayor's Court™ Online Docketing & Payments Module, which includes the proper setup of control files in the Mayor's Court™ software. Claims arising due to inaccurate information within the Mayor's Court™ database which are, in turn, uploaded to the Mayor's Court™ Online Docketing and Payments Module will be the sole responsibility of the Licensee. To enable the Payments portion of the module Licensee must contract with one of the Licensors specified payment processors listed in Schedule E.
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 the breach. Non-payment shall be deemed a material breach. In the event either party for any reason terminates the License, Licensee shall promptly return all copies of the documentation, or shall certify their destruction. Additionally, the Licensee shall be permitted to terminate the License without cause with 15 days written notice. However, any monthly or quarterly subscription fees that have been pre-paid when the Licensee chooses to terminate the License without cause are non-refundable. Initial setup fees are also non-refundable.
10. Proprietary Information. Licensors acknowledge that, in the course of performing its obligations hereunder, it may be receiving information from the Licensee that 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. Licensors 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 to hold the Proprietary Information in confidence. Shall (b) use its best efforts to prevent inadvertent or unauthorized disclosure, publication or dissemination of any Proprietary Information; and shall (c) 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.
11. 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

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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 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 and construed and enforced in accordance with the substantive law of the State of Ohio, U.S.A.

12. This Agreement includes and is subject to the attached Addendum, if any, which is incorporated herein by this reference.
13. In addition, 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 company 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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LEVEL 3 - SCHEDULES

Schedule A – Monthly Subscription Fees

<p>INCLUDES -</p> <ul style="list-style-type: none"> • Hosting of court data (Docketing) and Online Payments site (does not include Municipality website hosting) • Support • Updates • Module Backup 	<p>\$60.00 per month (billed quarterly)</p>
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Schedule B – Initial Customizing/Setup and Training

<p>INCLUDES -</p> <ul style="list-style-type: none"> • Municipality specific disclaimers, notifications and configurations • Data Import/Export Module installation and training – 1 hour by phone • Assistance setting up links on Municipality's website 	<p>\$1,500.00</p>
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Schedule C - Support

Support includes, but is not limited to, unlimited telephone hotline support Monday thru Friday, 8am-5pm Eastern Time, and periodic upgrades when new versions or enhancements are made. A more detailed document entitled Mayor's Court™ Online Docketing & Payments Module - Support Guidelines is published additionally for the purpose of clarifying potential support questions and should be reviewed by the Licensee to ensure understanding. The Licensee should designate a person or persons to act as a liaison for support calls. This person(s) should be familiar with the Mayor's Court™ Online Docketing & Payments Module and the Licensee's systems (including hardware and software) upon which it runs. This Support Agreement shall be effective for a period of one quarter (the initial term may be for a partial quarter) and shall automatically renew for successive terms of one standard calendar year quarter, unless either party provides 30 days written notice to the other party prior to the termination of the renewal term.

Schedule D - Disclaimers

Website Disclaimer – states the limitations of Licensor and Licensee liability for the use of the Mayor's Court™ Online Docketing & Payments Module and the information it contains.

Waiver Disclaimer – states the consequences of 'waiving' a case online including, but not limited to, conviction and BMV points.

Privacy Policy – states how the privacy of your website users will be protected.

Payment Plan Disclaimer – <optional feature> states the responsibilities and potential penalties for a defendant who chooses to make payment plan payments online.

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Schedule E – Payment Processors

Credit Card/ACH Processing – The Municipality must contract with one of the payment processing providers listed below to enable the ‘Online Payments’ portion of the module. Possible fees may apply. Contact the providers for more details of the services they offer.

- **Infintech**
Mark Morgan
614-794-9703
mark.morgan@infintechllc.com

- **F&E Payment Pros**
(Check Payments/Credit Card/ACH processing/Kiosks)
Kim Young
330-468-2004
kim@fepaymentpros.com

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Addendum

NONE SPECIFIED