

SAAS AGREEMENT

Allvest Information Services, Inc. dba Vant4ge (“ Provider ”) PO Box 1802 Salt Lake City, UT. 84110 Attention: Katie Page Telephone No.: (678) 386-2060 Email: kpage@vant4ge.com	Madison County Youth Court (“ Customer ”) 128 West North Street Canton, MS 39046 Attention: Amy Nisbett Telephone No: Email: adnisbett@gmail.com
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This Services Agreement (this “**Agreement**”) is between Provider and Customer and is effective as of the later of the dates beneath the parties’ signatures below (the “**Effective Date**”). The parties hereby agree as follows:

The initial term (the “**Initial Term**”) of this Agreement is: Three Years from “**Effective Date**” with option for two one-year renewals.

1. DEFINITIONS

“**Customer Data**” means all electronic data or information submitted by Customer to Provider via the Services.

“**Services**” means the online, Web-based software applications provided by Provider as specified in Exhibit A, together with the other services to be provided by Provider pursuant to this Agreement including, the Implementation Services.

“**User Guides**” means the user guides or other documentation or content relating to the Services made available to Customer by Provider, as updated from time to time.

“**Users**” means individuals who are authorized by Customer to use the Services and who have been supplied user identifications and passwords by Customer.

2. SERVICES

2.1 Provision of the Services. Subject to the terms and conditions of this Agreement, Provider shall make the Services available to Customer and its Users during the term of this Agreement.

2.2 Provider Responsibilities. Provider shall provide Customer with basic support services by an online customer support portal at <http://support.vant4ge.com>. Provider’s support desk is open Monday – Friday (excluding holidays), 9 am – 5 pm Mountain Time. Such services are outlined in more detail in Exhibit B.

2.3 Customer Responsibilities. Customer shall (i) be responsible for its Users’ compliance with this Agreement, (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Provider promptly of any such unauthorized access or use, and (iii) use the Services only in accordance with the User Guide and applicable laws and government regulations. Customer shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit viruses or malicious code, (e) interfere with or disrupt the integrity or performance of the Services, or (f) attempt to

gain unauthorized access to the Services or their related systems, software or networks.

2.4 Implementation Services. Subject to the terms and conditions of this Agreement, Provider shall use commercially reasonable efforts to perform the initial set-up and implementation services described in Exhibit A (the “**Implementation Services**”) at the fees specified in Exhibit A. Customer shall cooperate with Provider in the performance of the Implementation Services and provide Provider with all necessary files and other information and assistance required for Provider to provide the Implementation Services.

3. FEES AND PAYMENT

3.1 Subscription Fees. Customer shall pay all fees as specified in Exhibit A. Except as otherwise specified herein or in Exhibit A, (i) fees are quoted and payable in United States dollars and (ii) payment obligations are non-cancelable and fees paid are non-refundable.

3.2 Invoicing and Payment. Fees will be invoiced in advance and are due 45 days from the invoice date.

3.3 Suspension of Services. If any charge owing by Customer is 30 days or more overdue, Provider may, without limiting its other rights and remedies, suspend the Services until all amounts owing hereunder are paid in full.

3.4 Taxes. Customer agrees to pay all applicable taxes levied by any tax authority on the Services or Customer’s use thereof, which shall be separately invoiced, excluding any and all taxes based on the net income of Provider.

4. PROPRIETARY RIGHTS

4.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, Provider reserves all right, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

4.2 Customer Data. As between the parties, Customer exclusively owns all rights, title and interest in and to all Customer Data; provided that Provider shall have the right and license to use the Customer Data, and Customer hereby grants to Provider the right and license to use the Customer Data, to

provide the Services and to perform Provider's obligations under this Agreement, and the ongoing right and license to use and disclose any Customer Data in an anonymized, de-identified or aggregated form ("**De-Identified Data**") both during and after the term of this Agreement, in order to, among other things, share best practices and other data insights with its customers and to otherwise improve the Services, but only so long as the De-Identified Data is not individually identifiable. Customer is responsible for (i) any Customer Data submitted or contributed to the Services by Customer or Users, and (ii) Customer's and its Users' use of such content, including without limitation its legality, reliability, accuracy, and appropriateness.

4.3 Restrictions. Customer shall not (i) permit any third party to access the Services except as permitted herein, (ii) create derivative works based on the Services, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Customer's own intranets or otherwise for its own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

4.4 Federal Government End Use Provisions. Provider provides the Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Provider to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

5. CONFIDENTIALITY. "Confidential Information" shall mean all confidential or proprietary information disclosed orally or in writing by one party to the other that is identified as confidential or whose confidential nature is reasonably apparent. Confidential Information shall not include information which: (a) is or becomes a part of the public domain through no fault of the receiving party; (b) was in the receiving party's lawful possession prior to the disclosure; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure or any breach of confidence; (d) is independently developed by the receiving party; or (e) is required to be disclosed by law. Each party agrees to hold the other's Confidential Information in confidence, and to not use or disclose such Confidential Information other than in connection with performance of its obligations hereunder. Notwithstanding the foregoing, either party may disclose any of the other party's Confidential Information to its employees or consultants that have a need to know such Confidential Information in connection with such party's performance under

this Agreement and that have agreed to be bound by confidentiality obligations similar to those in this Section.

6. WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

6.1 Provider Warranties. Provider warrants that the Services will perform materially in accordance with the User Guide. For any breach of such warranty, Customer's exclusive remedy shall be the termination of this Agreement as provided in Section 9 below.

6.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7. LIMITATION OF LIABILITY

7.1 Limitation of Liability. IN NO EVENT SHALL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED IN THE AGGREGATE THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER OR, WITH RESPECT TO ANY SINGLE INCIDENT, THE AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT. THE FOREGOING SHALL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 3 ABOVE.

7.2 Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

8. TERM AND TERMINATION

8.1 Term of Agreement. This Agreement shall commence on the Effective Date and continue until the end of the Initial Term. This Agreement shall then automatically renew for successive 12-month terms with an automatic 5% increase in fees for each such renewal term, unless either party gives the other party written notice of its intent not to renew at least sixty (60) days prior to the end of the then-current term. Either party may terminate this Agreement if the other party breaches any material provision of the Agreement and does not cure such breach within ten (10) days after receiving written notice thereof. In no event shall any termination relieve Customer of the obligation to pay any fees payable to Provider for the period prior to the effective date of termination.

8.2 Data Retention. Except as otherwise agreed by the parties, following any termination or expiration of this Agreement, Provider shall have the right, but not the

obligation, to destroy or retain a copy for archival purposes of all Customer Data submitted by Customer. Customer acknowledges and agrees that Provider's obligation to maintain any Customer Data obtained in connection with its operation of the Services shall not extend beyond the expiration or termination of this Agreement.

8.3 Surviving Provisions. Sections 1, 3, 4, 5, 6, 7, 8, 9.2, 9.3 and 10 shall survive any termination or expiration of this Agreement.

9. GENERAL PROVISIONS.

This Agreement is not assignable or transferable by either party without the prior written consent of the other party and any attempt to do so shall be void. Any notice, report, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if delivered personally or mailed by first-class, registered or certified U.S. mail, postage prepaid to the respective addresses of the parties as set forth in the introductory paragraph above (or such other address as a party may designate by ten (10) days' notice). No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be deemed to have been made in, and shall be construed pursuant to, the laws of the State of Utah without regard to conflict of law provisions thereof. Any waivers or amendments shall be effective only if made in writing and signed by a representative of the respective parties authorized to bind the parties. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. This Agreement may be executed by facsimile and in counterparts, which taken together shall form one legal instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates indicated below. This Agreement shall not be effective until signed by Provider.

PROVIDER

Allvest Information Services, Inc. dba Vant4ge

By: _____

Name: _____

Title: _____

Date: _____

CUSTOMER

Madison County Youth Court

By: _____

Name: _____

Title: _____

Date: _____



1. Introduction

The Madison County Youth Court seeks to implement a validated juvenile risk and needs assessment to administer to youth referred to the court. The court has asked Vant4ge to provide a proposal for use of the PACT (Positive Achievement Change Tool) Juvenile Assessment within the Vant4gePoint Collaborative Rehabilitation Management platform. Vant4ge is one of the nation's leading innovators in implementing evidence-based practices (EBP) within the corrections field. Vant4ge provides expertise on the newest generation of validated assessment tools and smart technology for today's criminal justice and human services agencies. Through these web-based tools, agencies are reducing recidivism, rehabilitating adult and juvenile offenders, and saving taxpayer money by improving work processes and increasing efficiency.

Based in Salt Lake City, Utah, the company was formed in 1998 when it created a public/private partnership with the Washington Association of Juvenile Court Administrators (WAJCA) and the Washington State Institute for Public Policy (WSIPP). Today, 21 years later, our relationship with WAJCA and WSIPP continues and Vant4ge has worked with more than 95 criminal justice agencies across the U.S. including collaborations with prisons, probation and parole departments, county corrections agencies, and human services divisions in California, Tennessee, Texas, Florida, Montana, Ohio, Oregon, Washington, and Wyoming, and others. Vant4ge is proposing the following solution to meet Madison County Youth Court's needs as described above.

2. Statement of Work

Deliverable 1 – Vant4gePoint Platform Subscription

Vant4gePoint is a Comprehensive Rehabilitation Management software platform that is designed to support the full spectrum of rehabilitative case planning throughout the correctional and/or human services life cycle. Additionally, Vant4gePoint is designed to be highly integrated with multiple data systems and systems of record, which allows agencies to utilize a wide range of available data to support decision making throughout the continuum of care.

PRIVATE/PROPRIETARY

Not for disclosure outside of Madison County Youth Court or Vant4ge without prior written consent.



Deliverable 2 - Account Configuration & Deployment

Vant4ge will provide initial account configuration and corresponding work to deploy the platform for Hinds County, including discovery phase, account configuration, module configuration, initial account management, and client implementation kickoff and deployment.

Vant4ge will create Vant4gePoint account access for the Court for 5 user licenses:

- 2 Administrator
- 3 Staff

Vant4gePoint Manual CCR Module

The Vant4gePoint Manual CCR (Criminal Conviction Record) Module allows staff to add the subject's criminal history in Vant4gePoint that will then be used to auto populate into the assessment to properly assess risk and needs. Use of the module requires that staff have access to the subject's criminal history by means of a system of record, rap sheet, or other record that provides the necessary information for entry into Vant4gePoint. The Court must provide Vant4ge with the county legal codes, sources and dispositions (adjudications). The legal codes (charges) must be provided to Vant4ge with a unique ID for each legal (charge) code, its description and its type (misdemeanor, felony) to properly configure the module.

Vant4gePoint Assessments Module

The Vant4gePoint Assessments Module contains multiple types of assessments that can be used for various purposes, and for which data can be utilized to support decision-making throughout the client care life cycle. A summary of the specific assessments and reports that will be configured in the Court's account are:

- PACT 2020 Screening Tool
- PACT 2020 Screening Tool Individual Report
- PACT 2020 Full Assessment
- PACT 2020 Needs and Individual Reports

Vant4gePoint Case Plan Module

The Vant4gePoint Case Plan Module is designed to help staff focus on the client's criminogenic needs. Taking the results from the most recently completed assessment, a prioritized list of criminogenic risks/needs is generated. Based on this list, the staff can tailor supervision and services according to the individualized needs and strengths of the client through the selection of predefined goals and action steps, and/or customized individual goals.

Deliverable 2 - Account Configuration & Deployment

Vant4ge will provide initial account configuration and corresponding work to deploy the platform for the Court, including discovery phase, account configuration, module configuration, initial account management, and client implementation kickoff and deployment.

Deliverable 3 - End User Training: Tier 1A

Vant4ge will provide a one-day, remote end user certification training. The training will include the following:

- Overview of Evidence-based Practices
- Overview of Motivational Interviewing
- Overview of Vant4gePoint 2.0 Software Platform
- Applied Practice of Assessments, Reports, and Case Plans

Additional training is available post-implementation (such as booster training) by submitting an official Change Request. Please contact your account manager for more information.



3. Project Cost

Description: Three-year Agreement*	Cost
Deliverable 1: Vant4gePoint Platform Annual Subscription (Includes Manual CCR, Assessment, and Case Plan Modules)	\$4,250
Deliverable 2: Account Configuration & Deployment	\$9,999
Deliverable 3: Training	\$1,400
Total For Year One:	\$15,649
Recurring Annual Total After Year One:	\$4,250

*Three-year agreement consists of a total of three years with the option for two additional one-year renewals. Subscription pricing will take effect on the implementation go-live date.

**After year one the recurring annual subscription cost will be \$4250 for 5 user. Additional users may be added through a Change Request at the rate of \$850/user/year.



4. Contract and Invoice Schedule

Upon approval of this proposal, Vant4ge will work with Madison County Youth Court to secure a contract agreement, and create a mutually agreed upon payment schedule that considers Hinds County procurement guidelines and procedures.

Payment is due 45 days from valid invoice date. Any payments beyond that date may be subject to interest charges.

5. Payment Schedule

Description	Amount	Invoice Date
Deliverable 1: Vant4gePoint Platform Annual Subscription	\$4,250	
Deliverable 2: Account Configuration & Deployment	\$9,999	
Deliverable 3: Training	\$1,400	
Total For Year One:	\$15,649	Upon Contract Execution

6. Project Assumptions and Dependencies

Vant4ge requires the use of a current web browser (as of the date of this proposal, that is met with either Google Chrome and/or Microsoft Edge) for the greatest effectiveness in the use of the software for these tools.



7. Change Management

Any changes to the scope and deliverables must be defined, estimated and approved mutually with a change request addendum to this statement of work definition.

8. Period Valid

This quote is valid for 60 days from date of issue – confirmation will be required after that period.

Exhibit B

Support:

Description of Support Services:

Provider shall provide to the Customer all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers, including User Guides. Support Services are available Monday through Friday from 8:30 to 5pm MST, excluding bank holidays by telephone at 877-277-3778 or by email at support@Vant4ge.com.

Fee for Support Services:

Support is included in the subscription price.

Additional Services Subject to Approved Scopes of Work:

Fee for Implementation Services:

\$200/hour.

Description of Software Development Services:

Software development includes the architecting, design, coding, and development of software. This also includes architecture and design of integrations between additional third-party software providers, as desired by the client.

Fee for Software Development Services:

\$200/hour.

Description of Research Services:

Research services include analysis of data sources and comparison to statistical models, as well as other expert investigation and analysis, exclusive of research services necessary for the completion of regular Support Services.

Fee for Research Services:

\$200/hour.

Description of Training Services:

Training and coaching services on aspects of software usage, performing of assessments, interviewing techniques, and other areas of expertise.

Fee for Training Services:

\$3,000/day, inclusive of travel.