

## FULLCOURT TO FULLCOURT ENTERPRISE™ UPGRADE

This FULLCOURT TO FULLCOURT ENTERPRISE™ UPGRADE ("Upgrade") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between JUSTICE SYSTEMS, INC. ("Justice Systems") and the Town of Paradise Valley, an Arizona municipal corporation ("Customer").

DATE OF  
FINAL SIGNING  
BY TOWN

### RECITALS

WHEREAS, Justice Systems and Customer entered into that certain "Justice Systems, Inc. Agreement" executed on March 29, 1999 ("Agreement"); and

WHEREAS, Justice Systems has improved and enhanced its SOFTWARE to FullCourt *Enterprise*™; and

WHEREAS, it is in Customer's best interest and Customer desires to update its SOFTWARE to FullCourt *Enterprise*; and

WHEREAS, the update can be accomplished by way of modifications to Customer's Agreement and additional SOFTWARE and SERVICES associated therewith.

### TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the mutual promises and agreements contained in this Upgrade, Justice Systems and Customer promise and agree as follows:

1. All Terms, Conditions, Clauses, Licenses, Sub-Licenses, and Agreements not specifically modified or replaced by this Upgrade remain in effect as per the Agreement and all references to "Full Court" in the Agreement are replaced by Full Court Enterprise, unless the context otherwise requires that the reference to "Full Court" should remain.
2. The FullCourt License (Schedule A to the Agreement) is replaced by the FullCourt *Enterprise* Software License attached hereto as Exhibit A.
3. The FullCourt *Enterprise* Data Dictionary License is granted as attached hereto as Exhibit E.
4. A Sublicense for FullCourt *Enterprise* Application Server is granted as attached hereto as Exhibit B.
5. The Oracle Sublicense previously provided to Customer (Schedule B to the Agreement) is hereby terminated.
6. The Operating Environment requirements are updated as attached hereto as Exhibit C, replacing the prior Software Operating Equipment and Additional Software (Schedule C to the Agreement).
7. The Services included with this Upgrade are those specified, not including optional items, in the FullCourt Enterprise Upgrade Proposal dated November 24, 2015, previously provided to Customer and attached hereto as Exhibit D.
8. Maintenance and Support is modified as follows:
  - Maintenance now includes upgrade versions of the Standard Software periodically distributed.
  - Support is provided for only the most current release of the Software.
9. Paragraph VII of the Agreement executed on March 29, 1999 is deleted.
10. FullCourt will obtain and maintain the insurance requirements as set forth in Exhibit G.
11. To the full extent permitted by law Justice Systems shall defend, indemnify, and hold harmless th Town and its elected officials, officers, employees and agents (each an "Indemnified Party," collectively, the "Indemnified Parties"), for, from and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigations expenses (each, a "Demand or Expense;" collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than Town or Justice Systems) and that arises out of or results from the breach of this Agreement or Justice Systems' negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Justice Systems), Notwithstanding the foregoing, Justice Systems' liability for Demands related to the Software is expressly limited as set forth in the

FULLCOURT ENTERPRISE™ SOFTWARE LICENSE, attached hereto as Exhibit A.

(Signatures on following page)

ACCEPTED BY:

TOWN OF PARADISE VALLEY

\_\_\_\_\_  
Kevin Burke  
Town Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
J. Tyrrell Taber  
Presiding Judge

ATTEST:

\_\_\_\_\_  
Duncan Miller  
Town Clerk



APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew M. Miller  
Town Attorney

JUSTICE SYSTEMS, INC.

  
Authorized Signature

BY: ERNIE H. SEGAL  
Printed Name

ITS: PRESIDENT  
Title

Date: 12/10/2015



# FULLCOURT ENTERPRISE™ SOFTWARE LICENSE

“Exhibit A”

Date of License: \_\_\_\_\_ / \_\_\_\_\_ /2015

DATE OF FINAL  
SIGNING BY  
John H

Justice Systems grants to Customer a non-transferable, nonexclusive license to use FullCourt *Enterprise* SOFTWARE and DOCUMENTATION and to use other SOFTWARE modules developed and provided by Justice Systems in conjunction therewith as identified below. By use of the STANDARD SOFTWARE and CUSTOM SOFTWARE Customer agrees to abide by the terms of this SOFTWARE LICENSE. “Definitions” as set forth in the Agreement to which this SOFTWARE LICENSE has been made a part are not repeated herein, but are hereby incorporated by reference as though fully set forth herein for the purpose of this SOFTWARE LICENSE.

Note: This SOFTWARE LICENSE is intended to cover the STANDARD SOFTWARE and CUSTOM SOFTWARE, as well as any modules that are used in conjunction therewith and as may be delivered by Justice Systems pursuant to the provisions of the underlying Agreement to which this SOFTWARE LICENSE has been made apart. Not all modules may be licensed hereunder, and the Customer should review the schedule below to determine those products for which this SOFTWARE LICENSE has been granted. The number of licensed users to the application may be different than those licensed for each module. This SOFTWARE LICENSE supersedes and replaces any and all other FullCourt licenses granted to the Customer prior to the date set forth above, and does not grant the right to increase the number of concurrent users for any of the licensed products beyond the number identified herein. Acceptance of this SOFTWARE LICENSE and use of the products licensed hereunder supersedes and replaces all previously granted LICENSES.

## DEFINITIONS:

As used in this License, the following words or terms shall have the meaning described as set forth below:

“CUSTOM SOFTWARE”- shall mean those deliverables, as well as documentation related thereto, which are made available by Justice Systems to Customer as part of a customization, modification, alteration, supplementation, addition or change to the STANDARD SOFTWARE and intended to be used as part of or in conjunction therewith. “CUSTOM SOFTWARE” includes all embedded components, subsystems, libraries and/or runtimes supplied by Justice Systems as part of the FullCourt Enterprise customization whether or not the same originated with Justice Systems.

“DOCUMENTATION”- shall mean all written, printed, electronic or other format materials published or otherwise made available by Justice Systems that relate to the functional, operational and/or performance capabilities of the Software. Documentation shall not include Source Code.

“LICENSE”- shall mean the worldwide, perpetual, non-transferable, license for Customer’s internal use only granted by Justice Systems to use the Software and Software Products under this Agreement.

“MIDDLEWARE”- shall mean the Software layer that lies between the operating system and the application. Typically this refers to the application server software.

“OBJECT CODE”- shall mean the binary machine readable version of the Software.

“SERVICES”- shall mean the work done by Justice Systems in support of the Software and Software Products, including but not limited to installation Services, training, consulting, on site and remote support, as well as such other Services as may be mutually agreed upon by the parties.

“SOFTWARE”- shall mean the aggregate of the STANDARD SOFTWARE and the CUSTOM SOFTWARE, including all physical components, that are provided by Justice Systems, including but not limited to magnetic and digital media, job aids, templates and other similar devices, and exclusive of the SUBLICENSED systems and products not provided by Justice Systems.

“SOFTWARE PRODUCTS”- Shall mean all physical components, other than Software, that are offered by Justice Systems, including but not limited to documentation, magnetic and digital media, CD-ROMS, job aids, templates and other similar devices.



"SOURCE CODE"- shall mean those statements in computer language, which when processed by a compiler, assembler or interpreter become executable by a computer. Unless otherwise specifically set forth in this or a separate written instrument, the use of Source Code is not authorized or granted hereunder.

"STANDARD SOFTWARE"- means the standard FullCourt Enterprise application as indicated on this LICENSE which is attached to and made a part of the Agreement. "STANDARD SOFTWARE" includes all embedded components, subsystems, libraries and/or runtimes supplied by Justice Systems as part of the FullCourt Enterprise application whether or not the same originated with Justice Systems. "STANDARD SOFTWARE" does not include the SUBLICENSED systems or any Customer-supplied software or systems which may be used in conjunction with the FullCourt Enterprise, whether the same may or may not be necessary for the performance of that system.

"SUBLICENSE"- shall mean the non-transferable, temporary, non-exclusive, license for Customer's use only granted by Justice Systems to use the components of the STANDARD SOFTWARE licensed to Justice Systems by third parties under the terms and conditions of their respective license agreements. SUBLICENSED components are warranted and supported by Justice Systems as provided in the LICENSE and in the Maintenance and Support Agreement.

The SOFTWARE LICENSE granted herein authorizes the use of the SOFTWARE only in OBJECT CODE format (and does not grant any rights to SOURCE CODE) for the purposes of creating, updating, and/or deleting information or data of Customer by no more than TEN (10) concurrent users. A "concurrent user" is anyone authorized by Customer who is signed onto the application through a workstation as permitted by the application (any such user simultaneously signed on through more than one (1) workstation will only be counted as a single user). Customer shall assure compliance with the conditions of this license and will permit Justice Systems to perform reasonable audits and on-site inspections of the SOFTWARE, and its use. The SOFTWARE shall be used only within the geographical jurisdiction of Customer and at such sites as are identified in writing to Justice Systems. Customer shall not make copies of the SOFTWARE, nor shall Customer sell, assign, give or permit a security interest to be taken herein or otherwise convey or allow any other person or entity to use the SOFTWARE without prior written consent of Justice Systems. Customer shall not cause or permit reverse engineering, derivation of SOURCE CODE, disassembly, decompilation of the SOFTWARE nor disclose nor permit access to the SOFTWARE by any unauthorized third party without the written consent of Justice Systems. Customer shall not create derivative works from, adapt, translate or use any portion of the SOFTWARE except as otherwise specifically permitted in this SOFTWARE LICENSE. Customer shall not disclose results of benchmark tests of the SOFTWARE. Customer acknowledges that Customer obtains no ownership rights in the SOFTWARE and that the SOFTWARE is the proprietary product of Justice Systems and is protected by copyright and other intellectual property laws. Customer shall have the right to use the SOFTWARE in the operating environment identified by Customer to Justice Systems.

No database relationships shall be modified, nor shall any writing of data into the database be performed by Customer, at Customer's direction, or with Customer's knowledge and consent.

Once installed by Justice Systems, Customer may not copy onto or transfer the SOFTWARE to any other device(s) than that upon which originally installed, except in the case of one-to-one transfers to new hardware installations, in which case such hardware shall conform to any prerequisites of this SOFTWARE LICENSE or accompanying SUBLICENSES and that the use of the SOFTWARE installed on the pre-existing hardware will terminate immediately. Notwithstanding the terms of this subparagraph, Customer may temporarily transfer the SOFTWARE onto another device if the original device becomes inoperable or is malfunctioning.

Additionally, Customer is authorized to use in conjunction with the SOFTWARE the following modules, which have been identified by the initials of an authorized representative of Justice Systems, for the number of concurrent users indicated next to the description of each module:



**Per User/Seat Licensed Modules:**

Initials:   N/A  

FullCourt *Enterprise* Jury Management Module Number of Licensed Users ( N/A )

Initials: \_\_\_\_\_



FullCourt *Enterprise* Batch Scanning Module Number of Licensed Seats ( 1 )

**Licensed Users Same As Number of Concurrent Users of SOFTWARE:**

Initials: \_\_\_\_\_



FullCourt *Enterprise* Imaging Module

**Unlimited Public Access Users of SOFTWARE**

Initials:   N/A  

FullCourt *Enterprise* unlimited Public Access users; provided with CPU licenses for Oracle and FullCourt *Enterprise* Application Server

**JUSTICE SYSTEMS WARRANTS THAT IT OWNS ALL RIGHTS, TITLE, AND INTEREST IN AND TO THE SOFTWARE DESCRIBED AND IDENTIFIED IN THIS LICENSE.**

**JUSTICE SYSTEMS WARRANTS THAT THE SOFTWARE SHALL SUBSTANTIALLY CONFORM TO THE FUNCTIONAL SPECIFICATIONS DESCRIBED IN DOCUMENTATION PROVIDED BY JUSTICE SYSTEMS AND WHEN OPERATED IN THE DESIGNATED OPERATING ENVIRONMENT, SUBJECT TO THE FOLLOWING LIMITATIONS:**

**THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXCEPT AS SET FORTH IN THIS SOFTWARE LICENSE. JUSTICE SYSTEMS DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE OR OF THE APPLICATION WILL BE UNINTERRUPTED AND ERROR FREE. IF CUSTOMER GIVES NOTICE OF AN ERROR OR INABILITY OF THE STANDARD SOFTWARE TO SUBSTANTIALLY PERFORM AS DESCRIBED, JUSTICE SYSTEMS SHALL RESOLVE THE ERROR OR INABILITY TO PERFORM, PROVIDE A REASONABLE WORK-AROUND, OR REFUND THE LICENSE FEES PAID BY CUSTOMER TO JUSTICE SYSTEMS.**

**WARRANTY OF LAW: JUSTICE SYSTEMS REPRESENTS AND WARRANTS THAT TO THE BEST OF ITS KNOWLEDGE: (I) THERE IS NO CLAIM, LITIGATION OR PROCEEDING PENDING OR THREATENED AGAINST JUSTICE SYSTEMS WITH RESPECT TO THE COMPUTER SOFTWARE PROVIDED TO CUSTOMER OR ANY COMPONENT THEREOF ALLEGING INFRINGEMENT OF ANY PATENT OR COPYRIGHT OR ANY TRADE SECRET OR ANY PROPRIETARY RIGHT OF ANY PERSON; (II) THE COMPUTER SOFTWARE PROVIDED TO CUSTOMER COMPLIES IN ALL MATERIAL RESPECTS WITH APPLICABLE LAWS, RULES AND REGULATIONS; (III) JUSTICE SYSTEMS HAS FULL AUTHORITY TO ENTER INTO THIS AGREEMENT AND TO CONSUMMATE THE TRANSACTIONS CONTEMPLATED HEREBY; AND (IV) THIS AGREEMENT IS NOT PROHIBITED BY ANY OTHER AGREEMENT TO WHICH JUSTICE SYSTEMS IS A PARTY OR BY WHICH IT MAY BE BOUND.**

**IN THE EVENT OF A BREACH OF THIS WARRANTY OF LAW, JUSTICE SYSTEMS SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CUSTOMER FROM AND AGAINST ANY AND ALL HARM, INJURY, DAMAGES, COSTS, LOSSES, LIABILITIES, SETTLEMENT AMOUNTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, INCURRED BY CUSTOMER ARISING OUT OF SAID BREACH.**

**JUSTICE SYSTEMS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR OTHER DAMAGES FOR LOST REVENUE, LOST OPPORTUNITY, LOST DATA OR DATA USE INCURRED BY CUSTOMER OR ANY THIRD-PARTY AND IN ANY EVENT, ANY LIABILITY OF JUSTICE SYSTEMS SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE SOFTWARE; PROVIDED, HOWEVER, THAT THIS LIMITATION SHALL NOT APPLY TO JUSTICE SYSTEMS INDEMNIFICATION OBLIGATIONS FOR WARRANTY OF LAW AS SET FORTH, ABOVE AND TO JUSTICE SYSTEMS' DEFENSE AND INDEMNIFICATION OBLIGATIONS FOR INJURIES AND DAMAGES NOT ARISING FROM OR CAUSED BY THE SOFTWARE AS SET FORTH IN THE UPGRADE.**

**EXCEPT AS SET FORTH IN THIS AGREEMENT, JUSTICE SYSTEMS MAKES NO IMPLIED**



REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

CUSTOMER RECOGNIZES THAT PORTIONS OF THE SOFTWARE MAY INCLUDE OPEN SOURCE CODE DERIVED FROM OTHER SOURCES THAN JUSTICE SYSTEMS AND THAT WITH RESPECT TO THAT SOURCE CODE, JUSTICE SYSTEMS HAS TAKEN REASONABLE PRECAUTIONS AND TO THE EXTENT REASONABLY POSSIBLE USED DUE DILIGENCE IN ASSURING THAT THE SOFTWARE PROVIDED IS FREE OF THIRD-PARTY CLAIMS OF COPYRIGHT OR PATENT INFRINGEMENT. JUSTICE SYSTEMS SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CUSTOMER FROM AND AGAINST ANY AND ALL HARM, INJURY DAMAGES, COSTS, LOSSES, LIABILITIES, SETTLEMENT AMOUNTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES INCURRED BY CUSTOMER ARISING OUT OF ANY AND ALL THIRD-PARTY CLAIMS OF COPYRIGHT OR PATENT INFRINGEMENT OR ANY OTHER CLAIM OF VIOLATION OF TRADE SECRET OR PROPRIETARY RIGHT.

FULLCOURT ENTERPRISE MAY INCLUDE RUNTIME PRODUCTS OF THIRD-PARTY VENDORS IN ORDER TO PROVIDE ADDITIONAL FUNCTIONALITY FOR THE BENEFIT OF CUSTOMER. CUSTOMER AGREES NOT TO ALTER, DISASSEMBLE, DECOMPILE, TRANSLATE, ADAPT OR REVERSE-ENGINEER ANY SUCH RUNTIME PRODUCT OR THE PROPRIETARY PRODUCTS CREATED THEREWITH (E.G., WITH RESPECT TO REPORT GENERATION TOOLS THE .RPT REPORT FILE FORMAT); NOT TO DISTRIBUTE THE RUNTIME PRODUCTS TO ANY THIRD-PARTY; NOT TO USE THE RUNTIME PRODUCTS TO CREATE FOR DISTRIBUTION A PRODUCT THAT IS GENERALLY COMPETITIVE WITH THOSE RUNTIME PRODUCT(S) PROVIDED BY JUSTICE SYSTEMS; AND, NOT TO USE THE RUNTIME PRODUCTS ON A RENTAL OR TIMESHARING BASIS OR TO OPERATE A SERVICE BUREAU FOR THE BENEFIT OF THIRD PARTIES. WITH RESPECT TO THOSE RUNTIME PRODUCT(S) LICENSED BY BUSINESS OBJECTS, S.A, OR ANY OF ITS SUBSIDIARIES, CUSTOMER AGREES NOT TO USE THE RUNTIME PRODUCT(S) TO CREATE FOR DISTRIBUTION A PRODUCT THAT CONVERTS THE REPORT FILE (.RPI) FORMAT TO AN ALTERNATIVE REPORT FILE FORMAT USED BY ANY GENERAL PURPOSE REPORT WRITING, DATA ANALYSIS OR REPORT DELIVERY PRODUCT THAT IS NOT THE PROPERTY OF BUSINESS OBJECTS, S.A, OR ANY OF ITS SUBSIDIARIES.

THIS WARRANTY EXTENDS ONLY TO THE CUSTOMER IDENTIFIED IN THE BODY OF THIS LICENSE AGREEMENT, OR THE UNDERLYING AGREEMENT TO WHICH IT HAS BEEN MADE AN ATTACHMENT. SUBSEQUENT TRANSFEREES MUST ACCEPT THE APPLICATION "AS IS" AND WITH NO WARRANTIES OF ANY KIND. ANY AND ALL WARRANTIES AND INDEMNIFICATIONS PROVIDED BY THIS LICENSE SHALL BE NULL AND VOID AS TO THE SOFTWARE, SOFTWARE PRODUCTS AND SERVICES WHERE NONCOMPLIANCE IS CAUSED BY OR RELATED TO (1) ACTS OR OMISSIONS OF OTHERS THAN JUSTICE SYSTEMS PERSONNEL, ITS AGENTS OR THIRD PARTIES; (2) MISUSE, THEFT, VANDALISM, FIRE, WATER OR OTHER PERIL; (3) MOVING OR RELOCATION NOT AUTHORIZED BY JUSTICE SYSTEMS; (4) ANY ALTERATIONS OR MODIFICATIONS MADE TO THE SOFTWARE BY CUSTOMER, ITS AGENTS OR REPRESENTATIVES, ACCIDENT, ABUSE, MISAPPLICATION, FAILURE TO FOLLOW CORRECT PROCEDURES FOR STARTING UP THE SYSTEM OR SHUTTING IT DOWN, OR BY INTRODUCTION OF ANY NEW SOFTWARE OTHER THAN IN THE OPERATING ENVIRONMENT SPECIFIED BY JUSTICE SYSTEMS; (6) FAILURE OF CUSTOMER TO ADEQUATELY PROVIDE FOR DATA SECURITY AND REASONABLE PROTECTION AGAINST VIRUSES, WORMS OR OTHER DESTRUCTIVE SOFTWARE MECHANISMS; OR (7) CODING, INFORMATION, OR SPECIFICATIONS CREATED OR PROVIDED BY CUSTOMER.

Notwithstanding any other provision of the Agreement, Justice Systems may terminate this SOFTWARE LICENSE agreement immediately if Customer (a) fails to make any LICENSE fee payment within 90 days; or, (b) commits a material breach of any of its obligations provided for under this LICENSE, which breach is not remedied or cured within sixty (60) days after notice thereof by Justice Systems to Customer. Upon termination, Customer shall immediately cease to use the SOFTWARE and shall immediately deliver to Justice Systems all copies of the SOFTWARE or any other property of Justice Systems relating to the SOFTWARE and shall certify in writing that these terms have been fulfilled.

Customer recognizes that money damages may not be an adequate remedy for its breach or violation of the terms of this SOFTWARE LICENSE, and injunctive relief or other equitable remedies shall be available to Justice Systems as a remedy in addition to any other remedies available under the law. Any dispute relating to the terms of this SOFTWARE LICENSE other than claims for preliminary injunctive relief or other equitable remedies shall be resolved at the request of either party through binding arbitration. Arbitration shall be conducted in Maricopa County, Arizona under the rules and

procedures of the American Arbitration Association. This provision, and the rights created hereunder, shall survive termination of the Agreement.

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## FullCourt *Enterprise* Application Server SUBLICENSE Agreement

### "Exhibit B"

Justice Systems grants to Customer a SUBLICENSE to use FullCourt *Enterprise* Application Server software (FCE-AS) in conjunction with the FullCourt *Enterprise* software provided by Justice Systems to Customer. This SUBLICENSE is subject to the terms and conditions of the underlying Agreement to which this SUBLICENSE Agreement has been made a part, as well as the following terms.

- 1) The right to use FCE-AS is a nonexclusive, non-transferable SUBLICENSE granted Customer by Justice Systems to use FCE-AS provided by Justice Systems with the FullCourt *Enterprise* software LICENSE granted concurrent hereto.
- 2) FCE-AS will be provided by Justice Systems and shall be used only with FullCourt *Enterprise* or such other programs as may be provided by Justice Systems to Customer.
- 3) Justice Systems will install FCE-AS as provided by the agreement(s) referred to above.
- 4) Each copy of FCE-AS shall be for the Customer's own internal use within the limits of its geographic jurisdiction. The FCE-AS program shall not be transferred except for temporary transfer in the event of computer malfunction.
- 5) Customer shall not remove or modify any program markings, nor any notice of proprietary rights. All trademarks, trade names, logos and notices present will be preserved and not deliberately defaced, modified or obliterated except by normal wear and tear. Customer shall not use any trademarks without express written authorization.
- 6) Customer shall not hold Justice Systems liable for any damages, whether direct, indirect, special, incidental, or consequential, arising from the use of FCE-AS.
- 7) Customer shall, at the termination of the SUBLICENSE, promptly discontinue use and return to Justice Systems all copies of FCE-AS and Documentation.
- 8) Customer shall comply fully with all relevant export laws and regulations of the United States to assure that neither FCE-AS, nor any direct product thereof, are exported, directly or indirectly, in violation of United States law or laws of any other country.
- 9) Justice Systems does not provide any warranty for FCE-AS separate and apart from such warranties as are provided in the software license.

#### Products Applicable to this Sublicense:

Item #	Application Specific Program	Maximum Server Size	Description	Qty	Price per License	Total License Charge
1	FCE-AS	N/A	FCE Application Server Application Specific, Server Instance Licenses	1	N/C	N/C
<b>TOTAL APPLICATION SPECIFIC LICENSE CHARGE</b>					<b>\$</b>	<b>N/C</b>

# FULLCOURT *ENTERPRISE*<sup>TM</sup> OPERATING ENVIRONMENT

## "Exhibit C"

### Standard Configuration:

FullCourt *Enterprise* is supported by different components, each of which may be implemented on separate hardware platforms. These components are:

- FullCourt *Enterprise* middle tier application/web server. Justice Systems requires FullCourt *Enterprise* Application Server as the application / web server for FullCourt *Enterprise*. The server running the application / web server must use either a Windows Server 2008 / 2012 or later or a Redhat Linux v5 or later operating system that is compatible with FullCourt *Enterprise* Application Server or such other MIDDLEWARE products as Justice Systems may approve.
- Database server containing FullCourt *Enterprise* application data. Customer will properly license and install Microsoft SQL Server 2012 database or later. The Customer will maintain and support the SQL Server database and database environment. Justice Systems will assist Customer in configuring SQL Server to enable it to work in conjunction with FullCourt *Enterprise*.
- Workstations supporting the browser based user interface. Justice Systems currently requires Microsoft Internet Explorer v9 or later or Google Chrome v23 or later as the browser for FullCourt *Enterprise* but will designate at the time of installation the appropriate version (in the event of change).

Performance of the overall system is the result of a combination of products working together in harmony. Inasmuch as both parties will be independently providing and responsible for maintaining various components of the system, the parties mutually recognize that no assurances can be made by Justice Systems as to the final performance of the SOFTWARE. The parties agree to work together to achieve optimum performance results to the extent that the same may be reasonably obtained.

### Justice Systems Will Provide:

It is understood that the FullCourt *Enterprise* System utilizes FullCourt *Enterprise* Application Server MIDDLEWARE and that Justice Systems will provide this MIDDLEWARE with FullCourt *Enterprise*.

Justice Systems will provide as a part of the implementation contemplated by the Agreement all necessary SOFTWARE and SOFTWARE PRODUCTS for the operation of the FullCourt *Enterprise* System, including Enterprise Service Bus.

### Customer Will Provide:

Customer will provide the following components for the operating environment and any others upon mutual agreement of Customer and Justice Systems:

- All hardware, including workstations and servers
- Compatible operating systems
- Microsoft SQL Server 2012 database or later
- All networking components
- All printers and scanners
- Microsoft Word
- A compatible internet browser
- All backup system components
- Java Virtual Machine
- Java Development Kit



**Customer Preparation Responsibilities:**

The Customer must have the complete hardware and networking infrastructure in place and operational before the installation of the STANDARD SOFTWARE and/or CUSTOM SOFTWARE. This includes:

1. Assuring that all hardware (server/workstations/Local Area Network/ printers/Internet access with ports 80 and 443 unblocked/tape backup system etc.) is fully tested and operational prior to the FullCourt *Enterprise* installation.
2. Assuring that Internet access is available to the server and workstations in order to support remote installation and diagnosis. If any component is to be installed on servers running either UNIX or Linux, at least one (1) Windows workstation with Internet access should also be installed so that the server(s) may be accessed for installation, configuration and maintenance.

The entire system (including Internet connection) must be fully tested and operational prior to the installation of the Justice Systems' provided SOFTWARE. Customer must contact Justice Systems with any questions regarding the required hardware/software necessary to run the Justice Systems' products. In order to assure that the proper hardware, networking, and operating system infrastructure, etc. is installed and fully operational, Justice Systems will conduct a preliminary installation conference call with the appropriate Customer staff (including Information Systems personnel).

The operating environment will be configured by Customer pursuant to the provisions of the most currently published version of the "FullCourt *Enterprise* Recommended System Configuration" dated March 16, 2015, which is attached hereto as Exhibit F.

**FullCourt Enterprise Upgrade Proposal dated November 24, 2015**

**Exhibit D**





The Right Solutions for the Justice System

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# **FullCourt *Enterprise*<sup>™</sup> Upgrade Proposal**

**Paradise Valley Municipal Court,  
Arizona**

**Updated November 24, 2015**

Copyright 2015, Justice Systems, Inc.

**FullCourt License Upgrade \$ 6,200**

**FullCourt Enterprise Upgrade** 6,200  
 Existing FullCourt V4 or V5 case management is required for the upgrade to the FullCourt Enterprise browser system. Pricing based on 10 licenses at \$620/license. This pricing includes the following:

- 1 FCE Application Server Instance License<sup>±</sup>
- Domestic Violence Order of Protection Data ASCII Transfer to AOC
- Standard FullCourt Enterprise Arizona MVD Interface, as is used by the Gilbert Municipal Court
- Standard FullCourt Enterprise Defensive Driving School Interface, as is used by the Gilbert Municipal Court

*-The city will provide the MS SQL Server database.*

**Installation, Set-up and Training \$ 21,188**

**Installation** 3,500  
 Justice Systems will remotely install FullCourt Enterprise. The database will be tuned and the application tested during this process to assure a successful installation. A 2-day remote set-up will be conducted prior to training.

*Please be advised that the court will need to be closed during a portion of the up-grade period.*

**Set-up and Training** 6,688  
 A 1-week set-up and training session for the FullCourt Enterprise case management system will be conducted at the Justice Systems training facilities in Albuquerque, New Mexico. This training is for up to 3 individuals.

**End User On-Site Training** 9,000  
 A 5-day End-user training session (travel time included) for the FullCourt Enterprise case management system will be conducted on-site by a Justice Systems Court Specialist Trainer.

**Travel Expenses** 2,000  
 Travel expenses include airfare, hotel, rental car, and meals for the Court Specialist conducting the on-site training.





**Test Environment** **\$ 1,900**

**FullCourt Enterprise Application Server License** 1,200  
 This pricing is for 1 FullCourt Enterprise Application Server CPU License at \$1,200/license.

**Test Environment Set-Up** 700  
 Justice Systems will remotely set-up the test environment for FullCourt Enterprise. The application will be tested during this process to assure a successful installation.

**Data Conversion** **\$ 5,000**

**Data Conversion** 5,000  
 This Oracle to SQL full Data Conversion will bring all party information, as much table set up as is technically possible, as well as maintain all the existing cases and case data for continued use in the new system. An Oracle to SQL Data Conversion can be done for any existing V4 or V5 version of FullCourt to the new FullCourt Enterprise system. This conversion will be performed remotely in cooperation with the court.

**FullCourt Enterprise Citation Import Module** **\$ 4,000**

**FullCourt Enterprise Standard Citation Import Module** Included  
 The FullCourt Enterprise Citation Import capability is included. This standard interface is a batch environment.

**FullCourt Enterprise Standard Citation Import Module Set-Up Services** 4,000  
 Justice Systems will prepare for implementation and provide 2 days of remote assistance to the Paradise Valley Municipal Court to set up and test both the Citation Import interface with the Brazos ticketing system and the Redflex system.

**FullCourt Enterprise Integrated Imaging** **\$ 16,900**

**FullCourt Enterprise Integrated Imaging** 10,650  
 The standard FullCourt Enterprise Integrated Imaging functionality includes both scan and view capabilities. The total number of Integrated Imaging licenses must equal the total number of FullCourt Enterprise licenses. The cost of the 10 Integrated Imaging licenses at \$1,065 per license.

<sup>†</sup>Scanning hardware is the responsibility of the court. Justice Systems imaging products support the TWAIN Standard and can be contracted to submit a particular scanner through our certification process.



**Batch Imaging Sub-module** 2,500

The Batch Sub-module to the FullCourt *Enterprise* Integrated Imaging provides additional functionality to the Imaging Module. This sub-module supports court procedures where multiple documents are to be scanned and indexed at one time.

**Imaging Set-up, Installation and Training** 3,750

Installation and set-up will be provided remotely. Training includes one day of remote training. *(This training can be combined with the upgrade training if done at the same time.)*

**Justice Systems' ePayment Services** **Included**

**ePayment** **Included**

Justice Systems' ePayment services provide for internet payments being made with a credit card, debit card or e-check. The payment information is automatically updated in the courts database. A separate agreement with CitePayUSA is required, but there is no charge to the court for this service since the automated payment service fee is passed on to the payor.

**Annual Maintenance** **\$ 12,562**

**FullCourt *Enterprise* 1<sup>st</sup> Year Annual Maintenance** 9,880

FullCourt *Enterprise* 1<sup>st</sup> year recurring annual maintenance includes support and future enhancements. Pricing based on 10 licenses at \$988/license. A pro-rated balance of any paid maintenance will be applied towards the FullCourt *Enterprise* maintenance.

**FullCourt *Enterprise* Application Server License  
1<sup>st</sup> Year Annual Maintenance** 100

**FullCourt *Enterprise* Standard Citation Import Module  
1<sup>st</sup> Year Annual Maintenance** 1,000

Agreement includes:

- All future FullCourt *Enterprise* License Versions
- 1<sup>st</sup> Level Support
- Telephone support
- Remote diagnostics support
- FullCourt *Enterprise* maintenance releases
- Error corrections

**Integrated Imaging Annual Maintenance** 1,682

Annual maintenance includes 1<sup>st</sup> Level support, phone support, email support, remote diagnostics, maintenance releases and error corrections. The annual cost represents **10** licenses at \$143 plus \$252 annual maintenance for the Batch Imaging Sub-module.





**Financial Summary of One Time Cost****\$ 55,188**

Total comprised of the following items:

• FullCourt Enterprise License Upgrade License	6,200
• FullCourt Enterprise Installation, Set-up and Training	21,188
• FullCourt Enterprise Test Environment	1,900
• FullCourt Enterprise Data Conversion	5,000
• FullCourt Enterprise Citation Import Module	4,000
• FullCourt Enterprise Integrated Imaging	16,900
• Justice Systems' ePayment Module	Included

**Financial Summary of Recurring Cost****\$ 12,662**

• FullCourt Enterprise Update Licenses 1 <sup>st</sup> Year Recurring Annual Maintenance	9,880
• One (1) FullCourt Enterprise Application Server License 1 <sup>st</sup> Year Recurring Annual Maintenance	100
• FullCourt Enterprise Standard Citation Import Module 1st Year Annual Maintenance	1,000
• Annual Pro-rated Maintenance Credit	TBD
• Imaging Annual Maintenance	1,682

<sup>±</sup>The following restrictions apply to the proposed FCE Application Server Instance License:

- FCE Application Server Instance Licenses are per installed server instance.
- FCE includes one Application Server instance at no charge with the FullCourt Enterprise Software License.
- If more application server instances are needed to support public access, to scale for more users, for load balancing or business continuity, for testing and / or training environments, or for any other purpose for use with FullCourt Enterprise, Customer must sub-license additional server instances for each application server installed. This includes application server instances installed on actual or virtual servers.

If you have questions regarding sub-licensing for additional environments, please contact Justice Systems.

For any questions concerning this proposal please contact Ernie Segó at Justice Systems (505) 883-3987.



**FullCourt *Enterprise* Recommended System Configuration” dated March 16, 2015**

**Exhibit F**

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The Right Solutions for the Justice System

# FullCourt *Enterprise*™

## SYSTEM CONFIGURATION GUIDE

March 16, 2015

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## 1.1 Disclaimer

**Information provided in this guide is for configuring FullCourt *Enterprise* only. Any additional software operations or network traffic on a customer's computing environment will require additional capabilities above and beyond that recommended in this guide in order to achieve satisfactory response and performance from FullCourt *Enterprise* and all other operations.**

Information contained in this guide will change as technology evolves in the areas of operating systems, databases, middleware, etc. and should be verified with the appropriate party (Justice Systems, Inc., Oracle, Microsoft, etc.) prior to purchase of systems for FullCourt *Enterprise*.

## 1.2 Audience

The intended audience for this document is qualified Information Systems professionals. This document outlines the FullCourt *Enterprise* system requirements, sizing, and system configuration guidelines. As you are well aware, the technology industry is moving at a breakneck pace. As we work with new technologies and further refine existing ones, it is frequently necessary to update the contents of this document to accurately reflect the state of technology. This document is intended to inform the reader as nearly as possible at the time of publishing about general guidelines that will aid in evaluation of current and planned technology infrastructure. Before finalizing any decisions we recommend consulting with the Justice Systems technical staff to assure the information you are working with is the most current.



## 2 FullCourt *Enterprise* Architecture Overview

FullCourt *Enterprise* is supported by four different components, each of which may be implemented on separate hardware platforms, but can be all on one platform for smaller implementations. These components are

- Web Server supporting browser connections from workstations
- Application Server running the FullCourt *Enterprise* applications
- Database Server containing FullCourt *Enterprise* application data
- Workstations for each user, supporting the browser for accessing FullCourt *Enterprise*
- Print server supporting print queues and device drivers for reports, documents, labels, and receipts; this server may be co-located on the platform supporting the Application Server

### 2.1 Hardware Guidelines

All hardware guidelines will be listed in detail later in this document. Following are very brief descriptions of the hardware and its function required for each of the FullCourt *Enterprise* components.

The Web Server and the Application Server (middle tier) may run on Microsoft Windows or Linux based servers. These servers run the FullCourt *Enterprise* application programs and create the HTML for the user interface.

The database containing FullCourt *Enterprise* data usually runs on a dedicated database server (separate from the middle tier application/web server mentioned above) that is specifically configured and tuned to support a relational database engine. This server stores FullCourt *Enterprise* data, serves it to the application and backs the data up. This server can use any operating system supported by the chosen relational database product. (It is possible in installations with few users and low data volumes for the application and database servers to coexist on one physical server. See the tables below, or Contact Justice Systems for specific recommendations.)

The users access the application from workstations using a web browser.

#### 2.1.1 Servers

FullCourt *Enterprise* typically utilizes two or more servers to optimize performance by distributing the computing load. Servers supporting this functionality fall into the following categories:

- Web Server
- Application Server
- Database Server

A dedicated Web Server can be utilized to offload SSL processing and to offload requests for static user interface content (which can include HTML, graphics, etc) from the Application Server.

The Application Server will run the business logic for the application and serve dynamic application presentation pages to the browser based client interface. It





will also process SSL and static content requests if a dedicated Web Server is not employed.

The Database Server can be implemented using any leading relational database engine to store, serve, manage and backup FullCourt *Enterprise* data.

Depending on the specific requirements of a given installation, the Web Server, Application Server and Database Server can be deployed on one physical server, or be spread across 2 or more servers. Please review the guidelines included in this guide and then contact Justice Systems for specific recommendations.

#### *2.1.1.1 Basic Guidelines for All Servers*

Servers should have the following:

- A 100 or 1000 megabit PCI Ethernet adapter (or other adapter appropriate to the existing network infrastructure which supports at least 100 Mbps of bandwidth such as ATM or FDDI). Serious consideration should be given to connecting the servers to the network at 1000 Mbps (gigabit) bandwidth. This will avoid creating a bottleneck at the server network interface and will require that a compatible network switch be installed (consult with Justice Systems, Inc. regarding your configuration).
- Sufficient disk space to back up the databases running on the server to disk, which will then be backed up to external media. (see disk space requirements later in this document). This will dramatically reduce both the time to do the backup and, in the event of a disaster, the time to recover.
- External backup subsystem with enough capacity to backup ALL disk space on the servers. Consult with Justice Systems, Inc. for recommended backup procedures.
- External backup software / media and procedures.
- Sufficient backup storage to implement a long term backup strategy
- Safe locations, both on-site and off-site, to store backup media.
- Uninterruptible power supply (UPS) with sufficient capacity to keep the server running for 20-30 minutes during a power outage and associated management software to gracefully shutdown the server in the event the UPS is depleted before power is restored.

#### *2.1.1.2 Virtualized Environments*

If the customer elects to run FullCourt *Enterprise* in a virtualized environment, Justice Systems will support the product with some restrictions. Reported issues that are obviously originating in FullCourt *Enterprise* will be addressed in accordance with the FullCourt *Enterprise* Maintenance and Support Agreement. Issues that could have their origin in the configuration or management of the virtual environment - such as problems with performance, network and printer communications, etc. - may need to be reproduced outside of the virtual environment. Where the issue is confirmed to be unrelated to the virtual environment, Justice Systems will support the product in a manner consistent with support provided when the software is not running in a virtualized environment.

#### *2.1.1.3 Web Server / Application Server*

Web / Application Servers (middle tier) will run the business logic for the application and serve the application presentation layer to the browser based client interface. The web / application server must run a J2EE Application Server





engine under any supported operating system such as Windows Server 2008 / 2008 R2 / 2012, or Red Hat Linux 5.x/6.x.

The middle tier executes FullCourt Enterprise using the VMware vFabric tc Server application server engine, an enterprise version of Apache Tomcat.

**Note:** Application server installation on Windows Active Directory Domain Controllers is **not** supported.

The processor(s) on the middle tier should be at least 3 GHz quad-core or equivalent. The number of processors and amount of memory required for the middle tier depends on the operating system selected, the application server engine selected, and the number of concurrent sessions expected to be executed based on the number of users expected to be running the system at any one time. Values in the table below reflect the Application Server running on Windows Server 2008 R2 and are intended as a general guideline only. Contact Justice Systems prior to hardware purchase for more information on sizing and configuring the middle tier. Each middle tier server should have about 100 GB of disk space.

FullCourt Enterprise user licenses – up to	Number of Middle Tier/Web Servers	Processors per Server (quad-core)	RAM per Server (GB)
1-2	0 (all on Workstation) <sup>+</sup>		
10	0 (all on DB server) <sup>#</sup>		
25	1	1	8
50	1	2	16
100	1	4	32
200	2	4	32
Over 200	Contact Justice Systems		

**Figure 1, Middle Tier Application/Web Server Configuration**

<sup>+</sup> This configuration uses a single workstation to support the Browser, the application server and the database server for 1-2 users. See the Workstations section below for guidelines.

<sup>#</sup> This configuration uses a single server to support both the application server and the database server for up to 10 users. See the database server configuration table below for guidelines.

**Justice Systems requires the use of 64-bit hardware and operating systems for the Application Server.** In any installation, but especially in larger installations, benefits can accrue from separate Web Servers, and the use of SSL Acceleration and Load Balancing appliances. Always consult with Justice Systems on all configuration options prior to hardware purchase.

### 2.1.1.3.1 Fault Tolerance, Availability

FullCourt Enterprise can employ industry standard methods available through the selected operating systems, application servers, database engines, and third party tools to achieve fault tolerance, availability, backup and disaster recovery. Please contact Justice Systems for additional configuration details.

#### 2.1.1.4 Database Servers

The database server can employ any leading relational database engines (e.g., Oracle or Microsoft SQL). Justice Systems supports FullCourt Enterprise with the following databases:

- Oracle 11g (Standard or Enterprise Edition)
- Microsoft SQL Server 2008 / 2008 R2 / 2012 (Standard or Enterprise).

For information regarding support of any other databases, please contact Justice Systems.

Configuration details have a dramatic impact on the performance of the database. Following are guidelines for configuring a database server appropriate to your installation.

#### 2.1.1.4.1 Operating System Requirements

The database server should run on Windows Server 2008 / 2008 R2 / 2012, or a Linux variant operating system, depending on the systems supported by the selected database. **Justice Systems requires the use of 64-bit hardware and operating systems for the Application Server.** For installations with more than 200 users, consideration should be given to using a Linux variant for the database server. Contact the Justice Systems technical staff for specific details depending on the relational database engine selected.

**Note:** Oracle database installation on Windows Active Directory Domain Controllers is **not** supported.

#### 2.1.1.4.2 Disk Space Requirements (Sizing)

The total disk space requirement for the database server is calculated by combining the disk space requirements for the Database, the Operating System, the Disk Configuration, and the Backup Approach. Justice Systems provides guidelines only for the database, the operating system, and high-speed backup techniques. Contact Justice Systems prior to hardware purchase for more information on sizing and configuring the Database Server

##### 2.1.1.4.2.1 Database Space Requirements

To determine the total amount of server disk space necessary to contain the database, perform the following steps.

1. Determine the total number of cases that the database server must handle over its budgeted lifetime.





**To do this, gather the following information and fill out the Case Volume Worksheet**

- a. Total number of existing cases that will be manually entered and/or electronically converted to FullCourt Enterprise.
- b. Number of cases to be processed in the coming 12 months.
- c. Rate at which number of cases grows annually (in percentage).
- d. Number of years this server is planned for use (normally 4-6 years).

		Cases	
1	Existing Cases		
2	Year 1		
3	Year 2		(line 2+(line 2 x __%))
4	Year 3		(line 3+(line 3 x __%))
5	Year 4		(line 4+(line 4 x __%))
6	Year 5		(line 5+(line 5 x __%))
7	Total Future Cases		(sum of lines 2 through 6)
8	Total Cases		(line 1 + line 7)

**Figure 2, Case Volume Worksheet**

Example: A court will convert 75,000 existing cases, has a current caseload of 20,000 cases annually that is growing 20% per year, and intends to size the server to hold the existing cases as well as all cases that will be processed in the next 5 years. Using this information, the worksheet to calculate the total number of cases would look something like the following:

		Cases	
1	Existing Cases	75000	
2	Year 1	20000	
3	Year 2	24000	(line 2+(line 2 x 20%))
4	Year 3	28800	(line 3+(line 3 x 20%))
5	Year 4	34560	(line 4+(line 4 x 20%))
6	Year 5	41472	(line 5+(line 5 x 20%))
7	Total Future Cases	148832	(sum of lines 2 through 6)
8	Total Cases	223832	(line 1 + line 7)

**Figure 3, Case Volume Worksheet with Example Data**

2. Use the total number of cases to determine the database size from Database Disk Sizing Table below. The Audit Trail version of the table reflects a maximum ceiling that could





be needed if the FullCourt Enterprise full Audit Trail is implemented at your site. Before configuring your disk space consult with Justice Systems technical staff to determine final configuration details and space usage specific to your site.

Without Audit Trail		With Audit Trail (Max. Ceiling)	
Total Cases	DB Size (GB)	Total Cases	DB Size (GB)
500,000	20	500,000	100
750,000	30	750,000	150
1,000,000	40	1,000,000	200
1,250,000	50	1,250,000	250
1,500,000	60	1,500,000	300
1,750,000	70	1,750,000	350
2,000,000	80	2,000,000	400
2,250,000	90	2,250,000	450
2,500,000	100	2,500,000	500
2,750,000	110	2,750,000	550
3,000,000	120	3,000,000	600
3,250,000	130	3,250,000	650
3,500,000	140	3,500,000	700
3,750,000	150	3,750,000	750
4,000,000	160	4,000,000	800
4,250,000	170	4,250,000	850
4,500,000	180	4,500,000	900
4,750,000	190	4,750,000	950
5,000,000	200	5,000,000	1000
5,250,000	210	5,250,000	1050
5,500,000	220	5,500,000	1100
5,750,000	230	5,750,000	1150
6,000,000	240	6,000,000	1200

**Figure 4, Database Disk Sizing Table**  
(includes a 150% increase in space to allow high speed backup and recovery techniques)

#### 2.1.1.4.2.2 Operating System Space Requirements

To calculate the operating system disk space requirements for the database server add the requirements for each of the following elements. This disk space is in addition to that mentioned above and should be considered when planning disk space needs.

- At least 4 GB for operating system disk requirements
- Any additional disk space needed to meet other application requirements.
- A paging file that is the size of the physical memory installed in the server.
- 4 GB for relational database engine installation requirements.

#### **2.1.1.4.3 Disk Configuration Considerations**

The following should be carefully considered when configuring the disk subsystem on the database server.

- Software based mirroring or duplexing solutions (RAID 1) are acceptable but not optimal.
- DO NOT use software-based disk striping solutions (RAID 0 or RAID 5) such as those provided with many popular operating systems. Any RAID 0 or RAID 5 disk solutions should always be implemented using a hardware RAID controller.
- File compression and controller caching must be DISABLED on any volume containing any database file(s).
- An optimal disk configuration is hardware controlled SCSI RAID 5 (hot swappable preferred) using the maximum number of hard drives distributed across the maximum number of controllers possible to meet the hard drive space requirement. This will reduce the I/O subsystem bottleneck, which can be one of the large impediments to good database performance. Consult Justice Systems, Inc. regarding your configuration to ensure optimal performance and fault tolerance.

#### **2.1.1.4.4 Processor and Memory Requirements**

Use the total number of users of FullCourt *Enterprise* to look up the amount of memory and the number of processors required in the database server in the table below. This information is provided as a guideline only.

All processors should be multi-core Xeon or better processors. Except for installations of 15 users or less, the server is assumed to be a dedicated database server. This table is based on “average” requirements for a dedicated database server serving data to client workstations running the FullCourt *Enterprise* application. Requirements may vary widely from court to court. We recommend consulting with the Justice Systems technical staff before any purchase of hardware. The following table reflects configuration for Oracle 11g. For information regarding any other database please contact Justice Systems.

FullCourt Enterprise user licenses – up to	Number of Database Servers	Processors per Server (quad-core)	RAM per Server (GB)
1-2	0 (all on Workstation) <sup>+</sup>		
5	1 <sup>#</sup>	1	8 <sup>#</sup>
10	1 <sup>#</sup>	1	16 <sup>#</sup>
100	1	1	32
200	1	2	32
Over 200	Contact Justice Systems		

**Figure 5, Minimum Database Server Requirements**

<sup>+</sup> This configuration uses a single workstation to support the Browser, the application server and the database server for 1-2 users. See the Workstations section below for guidelines.

<sup>#</sup> This configuration uses a single server to support both the application server and the database server for up to 10 users; over 10 users, you should use separate servers for application and database

### 2.1.1.5 Print Server

The Print Server provides connectivity between FullCourt Enterprise and the printers on the network. Typical FullCourt Enterprise installations have separate printers to support report printing, document printing, label printing, and receipt printing – and usually multiples of each of these types. The print server facilitates the connection and configuration of each printer, supports a queue for each to prevent any printing backlog on the application server, and supports the device drivers needed for each of the various printer types and manufacturers.

The print server can be a separate physical server or it may be a shared service running on the middle tier applications server and/or on the database server. Please contact Justice Systems for more information on configuring the print server.

### 2.1.2 Workstations

Workstations are the computers where users interact with FullCourt Enterprise through a web browser. Workstations should have sufficient memory and free disk space to support simultaneous operation of the browser and any other software used locally on the workstation.

Minimum Configuration:

- Dual-core processor, or better\*
- 2 GB memory\*







- 19” monitor (1280x1024), or larger
- 100 Mbps Ethernet adapter
- Microsoft Windows 7 / 8 / 8.1 Professional
- Microsoft Word (or other word processor that supports RTF format)
- Google Chrome 24.x or later (Chrome provides best performance and HTML5 functionality)
- Internet Explorer 10.x or later

#### Recommended Configuration:

- Quad-core processor, or better\*
- 4 GB memory\*
- 20” monitor (1280x1024), or larger
- 1000 Mbps Ethernet adapter
- Microsoft Windows 7/8 Professional
- Microsoft Word (or other word processor that supports RTF format)
- Google Chrome 28.x or later (Chrome provides best performance and HTML5 functionality)

#### Supported Browsers:

- Google Chrome 24.x or later (Chrome provides best performance and HTML5 functionality).
- Internet Explorer 10.x or later (support for HTML5 Synchronous IndexedDB and Web Storage from Web Workers is required for Court Room Processing and Plea Negotiation functionality).
- All major browsers are supported for public access.

#### 1-2 User Configuration:

If using a single workstation to support the Browser, the application server and the database server, the following requirements apply to the workstation running the application server and database server:

- 2.3 GHz dual-core processor (quad-core recommended), or better\*
- 8 GB memory\*
- Microsoft Windows 7/8 Professional (**64-bit Required**)

*\* Processor and memory requirements for good performance are dependent on numerous external factors including the other applications and processes running on the workstation. Adjustments may be necessary based on current or anticipated workstation environments.*



### 2.1.3 Network

The network is critical for efficient operation of FullCourt *Enterprise*. Switched infrastructure is highly recommended, with gigabit connectivity between servers and between the servers and the workgroup switches. Workgroup connectivity should be at least 100Mbps for workstations and printers. Wiring should be Category 5 or better twisted pair cabling (cable plant in building and patch cables to network switch and workstations).

In a preferred installation at a larger site, all servers would be attached with gigabit (1000 Mb) Ethernet connections to an enterprise (or core) switch. Workgroup switches distributed geographically to serve localized workgroups would also be attached to the enterprise switch with fast or gigabit Ethernet connections. The workgroup switches then provide each workstation and printer with a fast Ethernet (100 Mb) connection. In this scenario, data from the server would be sent to the enterprise switch at very high speed (100 Mb or 1000 Mb) and then distributed to the workgroup switches also at high speed.

### 2.1.4 Printer Specifications

Typical FullCourt *Enterprise* installations have separate printers to support report/document printing, receipt printing, and label printing – and usually multiples of each of these types. Use of network printers (that are available to the web application server) is recommended for FullCourt *Enterprise*.

#### 2.1.4.1 Report/Document Printers

For report and document printing, FullCourt *Enterprise* generally supports any laser printer for which device drivers are available on the applicable operating system.

#### 2.1.4.2 Receipt Printers

For receipt printing, FullCourt *Enterprise* generally supports any laser printer for which device drivers are available on the applicable operating system as well as the Ithaca 150 series receipt printer. Other specialized receipt printers may be supported through configuration and/or customization. Contact Justice Systems if you need support for a specialized receipt printer not listed above.

#### 2.1.4.3 Case Label Printers

For case label printing, FullCourt *Enterprise* generally supports any laser printer (using various Avery layouts) for which device drivers are available on the applicable operating system as well as the Brother QL-1060N and Dymo LabelWriter specialized label printers. Other specialized label printers or layouts may be supported through configuration, creation of specific templates and/or customization. Contact Justice Systems about support for a specialized label printer not listed above.



#### 2.1.4.4 Check Printer

For check printing, FullCourt *Enterprise* generally supports any laser printer (using various check layouts) for which device drivers are available on the applicable operating system. Other specialized check printers or layouts may be supported through configuration, creation of specific templates and/or customization. Contact Justice Systems if you need support for a specialized check printer.

#### 2.1.5 Document Imaging

If your court intends to use FullCourt *Enterprise* document imaging please note the following additional requirements:

The FullCourt *Enterprise* Imaging Module works with industry-standard scanners (TWAIN). Scanning can be done at each user's work area and/or in a central location.

##### 2.1.5.1 Scanner Requirements

- A standard TWAIN compatible scanner
- Resolution for standard documents is 200dpi
- Scan speed requirements depend on the number of images scanned per day

*Many FullCourt Enterprise users deploy the Fujitsu f-6130 Sheet-Fed Scanner as a workstation scanner.*

##### 2.1.5.2 Storage Requirements

Stored images/documents use an average of about 50k per page. A read-only public-access copy of each document (with any redactions) is stored in Adobe Acrobat (PDF) format, which also uses about 50k per page. To estimate the amount of storage required, multiply the number of estimated pages by 100k.

You may use the following average number of pages per type of case for estimating purposes:

- Parking: 3
- Moving Violations: 5
- Misdemeanor: 20
- Felony: 300
- Civil: 1,000

The actual number of pages per case type may vary significantly by court depending on how business rules and processes are implemented.





## Insurance

### Exhibit G

Justice Systems must obtain and maintain the following insurance ("Required Insurance"):

1. Justice Systems and Sub-contractors. Justice Systems, and each Sub-contractor performing work or providing materials related to the Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Policies"), until all obligations under the Agreement are completed.
2. General Liability.
  - a. Justice Systems must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate for each property damage and contractual property damage.
  - b. This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City and a separation of insurance provision.
  - c. The limits may be met through a combination of primary and excess liability coverage.
3. Auto. A business auto policy providing a liability limit of at least \$2,000,000 per accident and covering owned, non-owned and hired automobiles.
4. Workers' Compensation and Employer's Liability. A workers' compensation and employers' liability policy providing at least the minimum benefits required by Arizona law.
5. Notice of Changes. The Policies must provide for not less than 30 days' advance written notice to the Town Manager of:
  - a. Cancellation or termination of any of the Policies;
  - b. Reduction of the coverage limits of any of the Policies; and
  - c. Any other material modification of the Policies related to the Agreement.
6. Certificates of Insurance.
  - a. Within 10 business days of the execution of this Upgrade, Justice Systems must deliver to the Town Manager certificates of insurance for each of the Policies, which will confirm the existence or issuance of the Policies in accordance with the requirements set for herein, and copies of the endorsements of the Policies in accordance with the provisions set for herein.
  - b. Town is and will be under no obligation to either ascertain or confirm the existence or issuance of Justice Systems or any other Policies, or to examine the Policies, or to inform Justice Systems or any Sub-contractor in the event that the coverage does not comply with the requirements set forth herein.
  - c. Justice Systems' failure to secure and maintain the Policies and to assure Sub-contractor Policies as required will constitute a material default under the Agreement.
7. Policies. Except with respect to workers' compensation and employer's liability coverages, Town must be named and properly endorsed as additional insureds on all liability policies required herein.
  - a. The coverage extended to additional insureds must be primary and must not contribute with any insurance or self-insurance policies or programs maintained by the additional insureds.
  - b. All insurance policies required and obtain pursuant to the requirements herein must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.