

Support Extension Amendment to JustWare Contract
between Journal Technologies, Inc. and
County of Webb District Attorney

2021 OCT -8 PM 4: 56

WEBB COUNTY, TEXAS

BY REW DEPUTY

This amendment (“Amendment”) is made to the contract dated April 9, 2010, and amended from time to time (the “Agreement”), by and between **Webb County** (the “Customer”) and **Journal Technologies, Inc.**, as successor in interest to New Dawn Technologies, Inc. (“Contractor”). This Amendment is made as of the date of the last signature below.

WHEREAS, the Customer entered into the Agreement with Contractor to purchase licenses to use Contractor’s JustWare case management system (“JustWare”), and to receive ongoing support therefor; and

WHEREAS, Contractor has indicated it will sunset JustWare and cease support therefor as of June 30, 2021, except for JustWare customers actively considering a migration to an enhanced case management system (“eSeries”); and

WHEREAS, Customer has indicated it is planning such a migration, such that Contractor has agreed to extend JustWare support for a period ending September 30, 2021.

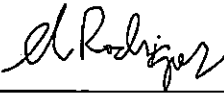
NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Notwithstanding any contrary terms in the Agreement, the parties hereby acknowledge and agree that the Agreement will continue in effect through September 30, 2021 (“JustWare End of Life Date”), and may terminate earlier in accordance with terms of the Agreement. In the event Customer decides not to migrate to eSeries, then no later than the JustWare End of Life Date the Agreement in its entirety shall expire and all obligations of the parties under the Agreement shall end; provided, however, that the Customer shall not be relieved of any duties or obligations to pay all amounts accrued and due hereunder prior to the JustWare End of Life Date; and provided, however, that if Customer decides to migrate to eSeries the parties will formalize a subsequent support extension to cover the migration period.
2. If the terms of this Amendment conflict with provisions elsewhere in the Agreement, the terms of this Amendment fully supersede and replace those conflicting terms. All terms and conditions found elsewhere in the Agreement that do not conflict with terms of this Amendment are still in full force and effect. After the date hereof, any reference to the Agreement shall mean the Agreement as amended or modified hereby.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed as of the date last written below.

Journal Technologies, Inc.:

By:  Date: 9/30/2021


Printed Name and Title: Maryjoe Rodriguez, Vice President

Webb County:

By:  Date: 08/09/2021

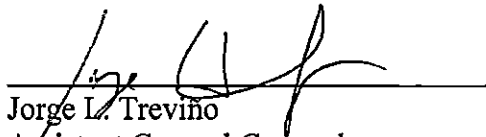
Printed Name and Title: Tano E. Tijerina, Webb County Judge

ATTESTED:



Margie Ramirez-Ibarra
Webb County Clerk

APPROVED AS TO FORM:



Jorge L. Treviño
Assistant General Counsel
Civil Legal Division

The General Counsel, Civil Legal Division's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

*Passed and approved by the Webb County Commissioners Court
On August 9, 2021 item No. 11.e.*