

**JUDICIAL COUNCIL OF CALIFORNIA
STANDARD AMENDMENT COVERSHEET**

MASTER AGREEMENT NUMBER MA-202002	AMENDMENT NUMBER 2
	FEDERAL EMPLOYER ID NUMBER 99-0365507

1. All capitalized terms not defined in this amendment ("Amendment") have the meanings given to them in the Master Agreement referenced above ("Agreement"). As set forth in the Agreement, the term "Contractor" refers to **Northpointe Inc. d/b/a equivalent** and the term "Judicial Council" or "State" refers to the **Judicial Council of California**.
2. This Amendment becomes effective on: **November 1, 2025**.
3. The parties hereby agree to amend the Agreement as follows:
 - a. Pursuant to **Exhibit 3, General Terms and Conditions**, Paragraph 26, Termination; Term of Agreement, Section F, Term and Termination, the Judicial Council hereby exercises its option to extend the Agreement for the **First** Option Term period beginning **November 1, 2025** and ending **October 31, 2028**. The expiration date of the Agreement is hereby changed from **October 31, 2025** to **October 31, 2028**.
 - b. **Exhibit 8, Fees, Pricing and Payment Terms** of the Agreement is hereby deleted and replaced in its entirety with **Exhibit 8, Fees, Pricing and Payment Terms – Revision 1** attached hereto and incorporated herein.
4. Except as provided in this Amendment, all terms and conditions of the Agreement, as previously amended, remain in full force and effect.

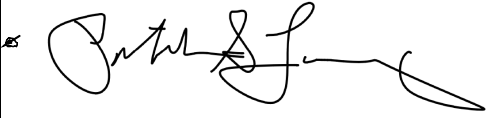
JUDICIAL COUNCIL'S SIGNATURE	CONTRACTOR'S SIGNATURE
Judicial Council of California	CONTRACTOR'S NAME (if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.) Northpointe Inc. d/b/a equivalent
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING Tracy Matthews, Supervisor, Contracts	PRINTED NAME AND TITLE OF PERSON SIGNING Patrick Laney General Manager
DATE EXECUTED 10/15/2025	DATE EXECUTED October 14, 2025
ADDRESS Attn: Branch Accounting and Procurement 2850 Gateway Oaks Drive, Suite 300 Sacramento, CA 95833-4348	ADDRESS 2014 Champions Gateway Suite 301 Canton, OH 44708

EXHIBIT 8 – Revision 1

FEES, PRICING AND PAYMENT TERMS

The prices and dollar amounts indicated in Exhibit 8 shall be adjusted for inflation during the term of this Agreement at an annual rate of 5%. The inflation adjustments will be effective on November 1 of each year beginning in 2021.

1. Fees.

A. Licensed Software, Subject to Section 3 of Exhibit 3, fees; third-party software fees.

Licensing Fees

Contractor Name: Northpointe, Inc. d/b/a equivalent

Detailed Licensing Fees (Including non-production environments)

Software Application	Fee Per User	Explanation/Notes (if necessary) Note Taxable Items when Applicable
Production Environment		
Court/CJP	\$1,500.00	Software list price with 15% base discount applied per user is shown for Pretrial and Case Manager solutions.
Non-Production Environment		
Court/CJP	\$0.00	Multiple non-production environments may be needed per Court/CJP.
Third-Party Software bundled in (List Individually) (Defined as ancillary software that works in conjunction with primary software)		
ShowCase iDMS - User License	\$1,500	Optional - Document Management Server per use of Licensed Software. List price plus discount has been applied.
Court/CJP		
Total	\$3,000	

****Attach additional notes (if needed) to provide full explanation**

Assumptions/Additional Comments

1. Standard PTRAs systems installed to date have not required the iDMS for advanced document management capabilities as part of the solution. The iDMS software (both server and per use fees apply) has been included in the "Third-Party Software" grid above.
2. Price breaks will be applied as multiple Court (which may include use by any law enforcement, immigration, judicial or other government entity, including, but not limited to, a county probation department, collectively referred to as "CJP") engage in purchasing. Enterprise Level Pricing will be applied starting at the 400 user threshold. The Court and Contractor will mutually determine what user means for identified user counts in this Exhibit 8. In most cases, "user," as used in this Exhibit 8, will often be the number of Court employees using the Licensed Software.
3. On a case by case basis, Courts may negotiate more favorable pricing than is what is set forth in this Exhibit 8.
4. Contractor's software and services categories as included in this pricing response are considered nontaxable categories. No taxes have been included in the pricing provided.
5. Total number of bundles (5 use licenses per bundle) is applied in digital license for all non-production and production environments. Courts/CJPs will not be charged double to cover a non-production versus a production environment. For example, for a 100 user Court, software fees based on 100 users will be applied, not 200 users.
6. Licensed Software fees included are recurring, based on subscription bundling.

Software Application	Fee Per User	Explanation/Notes Note Taxable Items when Applicable
Enterprise Court/CJP Pricing		
** Price Breaks at Branchwide Large-volume purchases.	\$ 1,500	30% discount applied at the 400 user threshold.
Subtotal	\$ 1,500.00	
Third-Party Software bundled in (List Individually)		
ShowCase iDMS - User License	\$500.00	Optional; full discount applied at the 400 user threshold.
Subtotal	\$ 500.00	
Total	\$ 1,199.00	

B. Maintenance and Support Services fees.

Maintenance and Support Services have been included in the Software License Fees.

Contractor Name: Northpointe, Inc. d/b/a equivalent

Annual Maintenance and Support

Detailed Costs for Maintenance and Support Services. Contractor's costs must include software upgrades due to changes in the law. Court/CJPs will not pay an additional amount for software upgrades that are required due to changes in the law. Contractor must be willing to provide non-scope upgrades or modifications to the PTRAs that are paid for by a single Court/CJP to be available for use to all other Court/CJPs at no additional cost.

Maintenance and support details	Proposed Cost	Explanation/Notes (if necessary)**
Small Court/CJP		
Year 1	\$ -	Maintenance and Support Services have been included in the Software License Fees. Additional maintenance costs are not applicable.
Year 2	\$ -	Maintenance and Support Services have been included in the Software License Fees. Additional maintenance costs are not applicable.
Year 3	\$ -	Maintenance and Support Services have been included in the Software License Fees. Additional maintenance costs are not applicable.
Year 4	\$ -	Maintenance and Support Services have been included in the Software License Fees. Additional maintenance costs are not applicable.
Year 5	\$ -	Maintenance and Support Services have been included in the Software License Fees. Additional maintenance costs are not applicable.
Subtotal	\$ -	
Discount		
Total License Fee	\$ -	
Medium Court/CJP		
Year 1	\$ -	Maintenance and Support Services have been included in the Software License Fees. Additional maintenance costs are not applicable.
Year 2	\$ -	Maintenance and Support Services have been included in the Software License Fees. Additional maintenance costs are not applicable.
Year 3	\$ -	Maintenance and Support Services have been included in the Software License Fees. Additional maintenance costs are not applicable.
Year 4	\$ -	Maintenance and Support Services have been included in the Software License Fees. Additional maintenance costs are not applicable.
Year 5	\$ -	Maintenance and Support Services have been included in the Software License Fees. Additional maintenance costs are not applicable.
Subtotal	\$ -	

Discount		
Total License Fee	\$ -	
Large Court/CJP		
Year 1	\$ -	Maintenance and Support Services have been included in the Software License Fees. Additional maintenance costs are not applicable.
Year 2	\$ -	Maintenance and Support Services have been included in the Software License Fees. Additional maintenance costs are not applicable.
Year 3	\$ -	Maintenance and Support Services have been included in the Software License Fees. Additional maintenance costs are not applicable.
Year 4	\$ -	Maintenance and Support Services have been included in the Software License Fees. Additional maintenance costs are not applicable.
Year 5	\$ -	Maintenance and Support Services have been included in the Software License Fees. Additional maintenance costs are not applicable.
Subtotal	\$ -	
Discount		
Total License Fees	\$ -	
Enterprise Licensing		
Year 1	\$ -	Maintenance and Support Services have been included in the Software License Fees. Additional maintenance costs are not applicable.
Year 2	\$ -	Maintenance and Support Services have been included in the Software License Fees. Additional maintenance costs are not applicable.
Year 3	\$ -	Maintenance and Support Services have been included in the Software License Fees. Additional maintenance costs are not applicable.
Year 4	\$ -	Maintenance and Support Services have been included in the Software License Fees. Additional maintenance costs are not applicable.
Year 5	\$ -	Maintenance and Support Services have been included in the Software License Fees. Additional maintenance costs are not applicable.
Subtotal	\$ -	
Discount		
Total License Fee	\$ -	

Contractor Name: Northpointe, Inc. d/b/a equivalent

Other or Additional Costs (based on an individual Court/CJP deployment)

Other or additional Costs

Description	SMALL			MEDIUM			LARGE			ENTERPRISE		
	Unit Cost	No. of Units	Total Cost	Unit Cost	No. of Units	Total Cost	Unit Cost	No. of Units	Total Cost	Unit Cost	No. of Units	Total Cost
Document Scanning Services	\$205	0	\$0	\$205	0	\$0	\$205	0	\$0	\$205	0	\$0
DMS Integration	\$205	150	\$30,750	\$205	250	\$51,250	\$205	250	\$51,250	\$205	400	\$82,000
Integration Services (integration using existing Services API)	\$205	220	\$45,100	\$205	250	\$51,250	\$205	400	\$82,000	\$205	950	\$194,750
Additional Data Exchanges/Interfaces (custom)	\$205	180	\$36,900	\$205	400	\$82,000	\$205	800	\$164,000	\$205	1400	\$287,000
Topaz Signature Pads	\$199	125	\$24,875	\$199	325	\$64,675	\$199	750	\$149,250	\$199	750	\$149,250
iDMS Server License	\$20,000	1	\$20,000	\$30,000	1	\$30,000	\$40,000	1	\$40,000	\$55,000	1	\$55,000
Judicial Portal	\$15,000	1	\$15,000	\$24,000	1	\$24,000	\$40,000	1	\$40,000	N/A		
Northpointe Reporting	\$10,000	1	\$10,000	\$12,000	1	\$12,000	\$15,000	1	\$15,000	N/A		
NPS Pretrial Assessment Parser	\$17,500	1	\$17,500	\$25,000	1	\$25,000	\$40,000	1	\$40,000	N/A		\$0
NPS Outbound Messaging and Reminders	\$0.10	TBD	per SMS	.10	TBD	per SMS	.10	TBD	per SMS	\$48,000	Unlimited	\$48,000
Total			\$200,125			\$340,175			\$581,500			\$811,000

Assumptions/Additional Comments

Integration services and additional data exchanges have been populated above based on several assumptions regarding Court/CJP size.

Document Scanning Services are not provided by Contractor; Third Party providers would be required to complete this work effort. As such, no pricing is provided.

Document Scanning Services, Integration Services and Topaz Signature Pad fees would be incurred during the Implementation project and are categorized as one-time fees. This assumes no on-going services work related to integrations or data exchanges are requested by individual Courts/CJPs. As requirements vary Court by Court and over time, on-going fees may occur.

Discounts for the additional recurring costs listed in the chart above, are as follows (Topaz Signature Pads excluded) :
5% discount for annual additional costs equaling \$200,000 or above (5% total discount on additional costs, annually)
Another 5% discount for annual additional costs equaling \$300,000 or above (10% total discount on additional costs, annually)
Another 5% discount for annual additional costs equaling \$400,000 or above (15% total discount on additional costs, annually)
Example: if a bundle of additional costs equals \$420,000, a 15% discount will be applied to the recurring additional costs, resulting in \$357,000 of annual additional costs.

*Judicial Portal Includes

- Expedite release decisions
- Unlimited number of users
- Seamlessly access defendant information
- Easy-to-view case details
- Two-way communication
- Highest security standards

**Northpointe Reporting

- Pre-built interfaces
- Stock reports
- Seamlessly connect reporting databases
- Report writer workstation
- Run and distribute reports
- Singular report experience

***NPS Pretrial Assessment Parser

- Parse CLETS for partial completion of the Pretrial Assessment Instrument (e.g, PSA, etc.)
- Manual upload
- Includes configurable custom court report
- Requires integration with local Court CMS to fully parse (additional integration fees apply)

****NPS Outbound Messaging and Reminders

- Per SMS fee applies for small, medium and large courts that do not want an enterprise (unlimited) option
- Enterprise pricing options can be negotiated per court
- Automated reminders for court and other appointment dates included
- Same terms apply for any one-way outgoing messages
- Email is included at no additional cost; email server configuration and maintenance are the responsibility of the local court

C. Service and Contractor Personnel rates table. [Contractor to insert its proposed rate table for services and personnel re: implementation, configuration, software customization development, programming, training, etc.]																
Professional Services	SMALL	Contractor Name: Northpointe, Inc. d/b/a equivalent														

Estimated Professional Services by
Implementation Phase and Activity

1. Estimated Contractor Hours and Cost

Activity (Prof Services) Phase	Project Management				Contractor's Business SMEs				Contractor's Technical Resources				All Other Implementation Services*			
	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost
Phase I - Initiation and Infrastructure Setup																
Business Assessment and plan build	1	24	\$205	\$4,920	1	24	\$205	\$4,920	1	4	\$205	\$820			\$205	\$-
Infrastructure design / HW & SW Inventory list and build instructions	1	4	\$205	\$820	1	0	205	\$-	1	16	\$205	\$3,280			\$205	\$-
Project Plan build	1	16	\$205	\$3,280	1	0	\$205	\$-			\$205	\$-			\$205	\$-
Phase I Total	3	44		\$9020.00	1	24		\$4,920.00	1	20		\$4,100.00	0	0		\$-
Phase II - Configuration and business case testing																
Local configuration	1	4	\$205	\$820.00	1	24	\$205	\$4,920.00	1	80	\$205	\$16,400			\$205	\$-
Unit Testing	1	8	\$205	\$1,640	1	32	\$205	\$6,560.00	1	20	205	\$4,100.00			\$205	\$-
Integration testing	1	32	\$205	\$6,560.00	1	0	\$205	\$-	1	24	\$205	\$4,920			\$205	\$-
Phase II Total	3	44		\$9,020.00	2	56		\$11,480	1	124		\$25,420	0	0		\$-
Phase III -Deployment																
Data Migration	1	32	\$205	\$6,560	1	0	\$205	\$-	1	180	\$205	\$36,900			\$205	\$-
End to End Testing	1	16	\$205	\$3,280	1	32	\$205	\$6,560	1	40	\$205	\$8,200			\$205	\$-
Training (User and Admin)	1	0	\$205	0	1	32	\$205	\$6,560			\$205	\$-			\$205	\$-
User Acceptance Testing	1	12	\$205	\$2,460	1	16	\$205	\$33,280	1	24	\$205	\$4,920			\$205	\$-
Go-Live support	1	8	\$205	\$1,640	1	8	\$205	\$1,640	1	24	\$205	\$4,920			\$205	\$-
Post go-live support	1	8	\$205	\$1,640	1	8	\$205	\$1,640	1	8	\$205	\$1,640			\$205	\$-
Other			\$205	\$-			\$205	\$-			\$205	\$-			\$205	\$-
(add additional cells if needed)				\$-				\$-			\$205	\$-				\$-
Phase III Total	6	76		\$15,580	4	96		\$19,680	3	276		\$56,580	0	0		\$-
Grand Total	12	164		\$33,620	7	176		\$36,080	6	420		\$86,100	0	0		\$-

2. Assumed Court/CJP Hourly Participation (Estimated "Hours" only)

Activity (Court/CJP Staffing estimates)	Court/CJP Project Management				Court/CJP Business SMEs				Court/CJP Technical Resources				All Other Implementation Services			
	Resource Count	Hours			Resource Count	Hours			Resource Count	Hours			Resource Count	Hours		
Phase I - Initiation and Infrastructure Setup																
Business Assessment and plan build	1	27			2	70			1	6						
Infrastructure design / HW & SW																
Inventory list and build instructions	1	11							1	32						
Project plan build/accept	1	24														
Phase I Total	3	62			2	70			2	38			0	0		
Phase II - Configuration and business case testing																
Common configuration	1	56			3	160										
Local configuration	1	23			2	50			1	16						
Unit Testing	1	70			3	160			1	40						
Integration testing	1	32			2	50			1	40						
Phase II Total	4	181			10	420			3	96			0	0		
Phase III -Deployment																
Data Migration	1	58			1	40			2	125						
End to End Testing	1	31			2	48			1	40						
Training (User and Admin)	1	37			3	90			1	16			20	48		
User Acceptance Testing	1	36			2	64			1	40			5	40		
Go-Live support	1	11			1	16			1	16						
Post Go-Live support	1	11			1	24			1	16						
Other																
Phase III Total	6	184			10	282			7	253			25	88		
Grand Total	13	427			22	772			12	387			25	88		

Assumptions/Additional Comments

Hourly Pricing for Individual Court/CJPs should be the same regardless of Court/CJP size or number of users.

End User training is assumed; UAT to be performed by selected users prior to Go-Live. Final Professional Service hours and scope to be determined based on Court/CJP requirements and model chosen (i.e., data migration needs, training approach, total number of integrations, SaaS vs. on-premise, etc). Reduction in scope will decrease Professional Service fees.

Professional Services	MEDIUM	Contractor Name:	Northpointe, Inc. d/b/a equivalent
Estimated Professional Services by Implementation Phase and Activity			

1. Estimated Contractor Hours and Cost

Activity (Prof Services)	Project Management				Contractor Business SMEs				Contractor Technical Resources				All Other Implementation Services*			
	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost
Phase I - Initiation and Infrastructure Setup																
Business Assessment and plan build	1	24	\$ 205	\$ 4,920	1	60	\$ 205	\$ 12,300	1	4	\$205	\$820			\$205	\$ -
Infrastructure design / HW & SW Inventory list and build instructions	1	12	\$ 205	\$ 2,460			\$ 205	\$ -	1	32	\$205	\$6,560			\$205	\$ -
Project Plan build	1	24	\$ 205	\$4,920			\$ 205	\$ -			\$205	\$ -			\$205	\$ -
Phase I Total	3	60	\$ 205	\$ 12,300	1	60		\$ 12,300	2	36		\$ 7,380	0	0		\$ -
Phase II - Configuration and business case testing			\$ 205													
Local configuration	1	24	\$ 205	\$4,920	1	80	\$ 205	\$ 16,400	1	120	\$ 205	\$ 24,600			\$ 205	\$ -
Unit Testing	1	12	\$ 205	\$2,460	1	32	\$ 205	\$ 6,560	1	20	\$ 205	\$ 4,100			\$ 205	\$ -
Integration testing	1	80	\$ 205	\$16,400	1	16	\$ 205	\$ 3,280	1	24	\$ 205	\$ 4,920			\$ 205	\$ -
Phase II Total	3	116		\$ 23,780	3	128		\$ 26,240	1	164		\$ 33,620	0	0		\$ -
Phase III -Deployment																
Data Migration	1	80	\$ 205	\$16,400	1	16	\$ 205	\$3,280	2	220	\$ 205	\$45,100			\$ 205	\$ -
End to End Testing	1	16	\$ 205	\$3,280	1	24	\$ 205	\$6,560	1	8	\$ 205	\$1,640			\$ 205	\$ -
Training (User and Admin)	1	0	\$ 205	.0	1	116	\$ 205	\$11,480			\$ 205	\$ -			\$ 205	\$ -
User Acceptance Testing	1	32	\$ 205	\$6,560	1	60	\$ 205	\$8,200	1	8	\$ 205	\$1,640			\$ 205	\$ -
Go-Live support	1	24	\$ 205	\$4,920	1	40	\$ 205	\$4,920	1	24	\$ 205	\$4,920			\$ 205	\$ -
Post go-live support	1	12	\$ 205	\$2,460	1	40	\$ 205	\$2,460	1	8	\$ 205	\$1,640			\$ 205	\$ -
Other			\$ 205	\$ -			\$ 205	\$ -			\$ 205	\$ -			\$ 205	\$ -
(add additional cells if needed)			\$ 205	\$ -				\$ -			\$ 205	\$ -			\$ 205	\$ -
Phase III Total	6	164		\$ 33,620	5	180		\$ 36,900	5	268		\$ 54,940	0	0		\$ -
Grand Total	12	340		\$ 69,700	9	368		\$ 75,440	8	469		\$ 95,940	0	0		\$ -

2. Assumed Court/CJP Hourly Participation (Please input the estimated "Hours" only)

Activity (Court/CJP Staffing estimates)		Court/CJP Project Management				Court/CJP Business SMEs				Court/CJP Technical Resources				All Other Implementation Services			
Phase	Resource Count	Hou rs			Resource Count	Hours			Resource Count	Hours			Resource Count	Hours			
Phase I - Initiation and Infrastructure Setup																	
Business Assessment and plan build	1	48			2	120			1	16							
Infrastructure design / HW & SW Inventory list and build instructions	1	14							1	40							
Project Plan build/accept	1	46															
Phase I Total	3	108			2	120			2	56			0	0			
Phase II - Configuration and business case testing																	
Common configuration	1	77			3	220											
Local configuration	1	29			2	50			1	32							
Unit Testing	1	77			3	160			1	60							
Integration testing	1	39			2	50			1	60							
Phase II Total	4	222			10	480			3	152			0	0			
Phase III -Deployment																	
Data Migration	1	98			1	80			2	200							
End to End Testing	1	34			2	48			1	48							
Training (User and Admin)	1	53			3	120			1	32							
User Acceptance Testing	1	36			2	64			1	40							
Go-Live support	1	25			1	40			1	32							
Post go-live support	1	22			1	48			1	16							
Other																	
Phase III Total	6	268			10	400			7	368			0	0			
Grand Total	13	598			22	1,000			12	576			0	0			

Assumptions/Additional Comments

Hourly Pricing for Individual Court/CJPs should be the same regardless of Court/CJP size or number of users.

End user training model; UAT to be performed by selected users prior to Go-Live. Final Professional Service hours and scope to be determined based on Court/CJP requirements and model chosen (i.e., data migration needs, training approach, SaaS vs. on-premise, total number of integrations, etc.). Reduction in scope will decrease Professional Service fees.

Professional Services

LARGE

Contractor Name:

Northpointe, Inc. d/b/a equivalent

Estimated Professional Services by
Implementation Phase and Activity

1. Estimated Contractor Hours and
Cost

Activity (Prof Services) Phase	Project Management				Contractor Business SMEs				Contractor Technical Resources				All Other Implementation Services*			
	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost
Phase I - Initiation and Infrastructure Setup																
Business Assessment and plan build	1	24	\$ 205	\$4,920	1	80	\$205	\$16,400	1	16	\$ 205	\$3,280			\$ 205	\$ -
Infrastructure design / HW & SW Inventory list and build instructions	1	16	205	\$3,280			\$205	\$ -	2	48	\$ 205	\$9,840			\$ 205	\$ -
Project Plan build	1	80	205	\$16,400	1	16	\$205	\$3,280	1	40	\$ 205	\$8,200			\$ 205	\$ -
Phase I Total	3	120		\$24,600	2	96		\$19,680	4	104		\$21,320	0	0		\$ -
Phase II - Configuration and business case testing																
Local configuration	1	24	\$ 205	\$4,920	1	120	\$205	\$24,600	1	120	\$ 205	\$24,600			\$ 205	\$ -
Unit Testing	1	12	\$ 205	\$2,460	1	80	\$205	\$16,400	1	40	\$ 205	\$8,200			\$ 205	\$ -
Integration testing	1	80	\$ 205	\$16,400	1	24	\$205	\$4,920	1	32	\$ 205	\$6,560			\$ 205	\$ -
Phase II Total	3	116		\$23,780	3	224		\$45,920	1	192		\$39,360	0	0		\$ -
Phase III -Deployment																
Data Migration	1	100	\$ 205	\$20,500	1	24	\$205	\$4,920	2	280	\$ 205	\$57,400			\$ 205	\$ -
End to End Testing	1	40	\$ 205	\$8,200	1	32	\$205	\$6,560	1	80	\$ 205	\$16,400			\$ 205	\$ -
Training (User and Admin)	1	32	\$ 205	\$6,560	1	120	\$205	\$24,600	1	24	\$ 205	\$4,920			\$ 205	\$ -
User Acceptance Testing	1	40	\$ 205	\$8,200	1	80	\$205	\$ 16,400	1	80	\$ 205	\$16,400			\$ 205	\$ -
Go-Live support	1	80	\$ 205	\$16,400	1	80	\$205	\$ 16,400	1	40	\$ 205	\$8,200			\$ 205	\$ -
Post go-live support	1	24	\$ 205	\$4,920	1	40	\$205	\$8,200	1	8	\$ 205	\$1,640			\$ 205	\$ -
Other			\$ 205	\$ -			\$205	\$ -	1	40	\$ 205	\$8,200			\$ 205	\$ -
(add additional cells if needed)			\$ 205	\$ -			\$205	\$ -			\$ 205	\$ -			\$ 205	\$ -
Phase III Total	6	316		\$64,780	5	376		\$ 77,080	6	552		\$113,160	0	0		\$ -
Grand Total	552	432		\$113,160	10	696		\$ 142,680	11	848		\$173,840	0	0		\$ -

2. Assumed Court/CJP Hourly Participation (Estimated "Hours" only)

Activity (Court/CJP Staffing estimates)	Court/CJP Project Management				Court/CJP Business SMEs				Court/CJP Technical Resources				All Other Implementation Services			
Phase	Resource Count	Hours			Resource Count	Hours			Resource Count	Hours			Resource Count	Hours		
Phase I - Initiation and Infrastructure Setup																
Business Assessment and plan build	1	60			2	140			1	32						
Infrastructure design / HW & SW Inventory list and build instructions	1	17							1	48						
Project Plan build/accept	1	100			1	40			1	24						
Phase I Total	3	177			3	180			3	104			0	0		
Phase II - Configuration and business case testing																
Common configuration	1	77			3	220										
Local configuration	1	18			2	50			1	32						
Unit Testing	1	77			3	160			1	60						
Integration testing	1	58			2	75			1	90						
Phase II Total	4	230			10	505			3	182			0	0		
Phase III -Deployment																
Data Migration	1	124			1	80			2	275						
End to End Testing	1	34			2	48			1	48						
Training (User and Admin)	1	53			3	120			1	32						
User Acceptance Testing	1	36			2	80			1	40						
Go-Live support	1	25			1	80			1	32						
Post go-live support	1	22			1	48			1	16						
Other																
(add additional cells if needed)																
Phase III Total	6	294			10	456			7	443			0	0		
Grand Total	13	701			23	1,141			13	729			0	0		

Assumptions/Additional Comments

Hourly Pricing for Individual Court/CJPs should be the same regardless of Court/CJP size or number of users.

Training assumes a Train the Trainer model; UAT to be performed by selected users prior to Go-Live. Final Professional Service hours and scope to be determined based on Court/CJP requirements and model chosen (i.e., data migration needs, training approach, SaaS vs. on-premise, total number of integrations, etc.). Reduction in scope will decrease Professional Service fees.

ANNUAL COSTS (SUBSCRIPTIONS, MAINTENANCE & SUPPORT, HOSTING, APIs, MESSAGING, and PORTALS)	QTY	UNIT PRICE	TOTAL
NPS Case Management (1 bundle of 5 user subscriptions)	1	\$7,500	\$7,500
NPS Pretrial Basic (1 bundle of 5 user subscriptions)	1	\$5,500	\$5,500
NPS Pretrial Management (1 bundle of 5 user subscriptions)	3	\$7,500	\$22,500
NPS Pretrial Assessment Parser	0	\$26,000	\$0
NPS Quality Assurance (1 bundle of 5 user subscriptions)	0	\$5,000	\$0
NPS Reporting (1 bundle of 5 user subscriptions)	0	\$10,000	\$0
NPS Judicial Portal	1	\$15,000	\$15,000
NPS Automated Reminders and Outbound Messaging (per message)	TBD	\$0.10	TBD
NPS Custom API	0	\$26,250	\$0
NPS API Toolkit	0	\$6,000	\$0
Hosting Amazon GovCloud (Shared)	0	\$1	\$0
Hosting Amazon GovCloud (Dedicated)	0	\$36,000	\$0
Subtotal, Annual Software Subscriptions, Maintenance & Support, Hosting, APIs, Messaging, and Portals			\$50,500
PROFESSIONAL SERVICES - FIXED FEE (ONE-TIME COST)	QTY	UNIT PRICE	TOTAL
Implementation Services	1		\$90,000
Subtotal, Implementation Services			\$90,000
TRAVEL COSTS	QTY	UNIT PRICE	TOTAL
Onsite Trips - Fixed Fee	2	\$3,000	\$6,000
Subtotal, Travel Costs			\$6,000
GRAND TOTAL			

Prices do not include any applicable taxes.

D. Data storage and backup fees for Hosting Services, if applicable.

Contractor Name:

Northpointe, Inc. d/b/a equivalent

Licensing and Hardware Fees for /Contractor Hosted Services Solution

Detailed Licensing Fees by Software Module or Component

Software Module or Component	Fee Per User/Employee	Explanation/Notes (if necessary)**
Production Environment		
	\$ 8,000 / \$15,000 / \$36,000 <i>Court/CJP</i>	Shared server for small and medium courts = \$6,000 annual fee; Dedicated Server for Small and Medium courts = \$15,000; Large Courts must have a dedicated server = \$36,000/year
Testing and Development Environment		Hosted Services fees are invoiced at the launch of the implementation project to provide a necessary platform for the staging area until Go Live. At Go Live, the staging environment is replicated to build Production; UAT and Development environments needed post Go Live do not incur any additional fees.
	\$ - <i>Court/CJP</i>	
Subtotal	\$ 125.00	
Third-Party Software (List Individually) (Defined as ancillary software that works in conjunction with primary software)		
		N/A
		N/A
Subtotal	\$ -	
		N/A
Scanner & Proposal Pertinent Peripherals (List Individually)		
		N/A
		N/A

Subtotal	\$ -	
Subtotal	\$ 125.00	
Bulk Pricing Discount		
Discountable Software		
Less Discount		
Total License and Hardware Fees	\$ 125.00	

Annual Software Maintenance Fees		
Production & Non Production Environments		
<i>Court/CJP</i>		
Total	\$ -	
Third-Party Software (Annual Maintenance) (Defined as ancillary software that works in conjunction with primary software)		
Total	\$ -	
Scanner and Other Peripheral Hardware (Annual Maintenance)		
Total	\$ -	
Subtotal	\$ -	
Less Discount		
Total Annual Software Maintenance	\$ -	

Assumptions/Additional Comments

Hosting Services costs included in this tab are reflective of SaaS offering; application and database hosting services provided by Amazon Web Services GovCloud platform offering. No stand-alone hardware or software fees are applicable.

On-premise hosting options are available for Courts/CJPs if required. Hosted Services costs shown above would not apply in this instance.

2. Payment Terms.

A. Invoice Procedures. After the JBE has accepted services and Work, Contractor will send one original and two copies of a correct, itemized invoice for the accepted services and Work to “Accounts Payable,” at the address indicated in the applicable Participating Addendum. Invoices shall reference the Purchase Order Number and/or Contract as applicable.

Submitted invoices are to be in accordance with Exhibit 7 (Acceptance and Sign-Off Form).

Invoices are to be submitted in arrears for the services provided and within thirty (30) days of the accepted Work. Billing shall cover services not previously invoiced. JBEs will not pay in advance for (i) services or Work; or (ii) Software License fees prior to live, productive use of the Licensed Software (“Go-live”).

B. Invoice Submittals. Invoices must be submitted by mail to the location specified by the Participating Entity (unless the Participating Entity specifies another delivery method, e.g. electronic delivery).

C. Invoice Instructions. Contractor will print each invoice on Contractor’s standard printed bill form, and each invoice will include at least (i) the Agreement number, (ii) a unique invoice number, (iii) Contractor’s name and address, (iv) the nature of the invoiced charge, (v) the total invoiced amount, and (vi) all other details the JBE considers reasonably necessary to permit the JBE to evaluate the services performed and the Work delivered, including the number of hours worked and the applicable hourly rate (as set forth in the Service and contractor Personnel Rates Table). If requested, Contractor will promptly correct any inaccuracy and resubmit the invoice.

D. Invoice Details. Contractor will submit invoices to the JBE. Each invoice will have a number and will include the following information:

- a) purchase order or agreement number;
- b) service request date, if applicable;
- c) detailed description of service(s), including the following information:
 - i. location where service(s) were performed;
 - ii. description of service(s) performed;
- d) hours billed
- e) hourly billing rate;
- f) approved reimbursable expenses;
- g) list of materials used, with pricing;
- h) date of service completion;
- i) name and address of contractor;
- j) Contractor’s federal taxpayer identification number.

Contractor will include all back up documentation and receipts for material costs, associated with each invoice.

E. Required Certification. Contractor must include with any request for reimbursement from the JBE a certification that Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. If Contractor incurs costs or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the JBE was sought for these costs, and Contractor will provide those records to the Attorney General upon request.

F. Retention Amount. During the implementation phase of this project, at least ten (10) percent of each invoice shall be withheld by the JBE and the aggregate amount withheld shall be paid to Contractor upon delivery and acceptance by JBE of the final implementation deliverable required by this Agreement and applicable Statement of Work.

END OF EXHIBIT 8 – Revision 1