

**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

**AGENDA DATE:** March 29, 2022  
**PUBLIC HEARING DATE:** Not Applicable

**CONTACT PERSON(S) NAME AND PHONE NUMBER:**  
Lilia Worrell, Director of El Paso Municipal Court, (915) 212-5822  
Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing, (915) 212-1218

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** No. 2 – Set the Standard for a Safe and Secure City

**SUBGOAL:** 2.7 – Maximize Municipal Court efficiency and enhance customer experience.

**SUBJECT:**

Request that the Director of Purchasing & Strategic Sourcing be authorized to issue a purchase order to Justice Systems, Inc. referencing Contract 2013-211R Municipal Court Software Rebid. This change order is to increase the contract by \$183,000.00 for a total amount not to exceed \$3,649,593.00. The change order will cover the expenses for Texting Services, a feature set of the Platform Product that interfaces with the Full Court Enterprise (FCE) operating system for five (5) year term.

**BACKGROUND / DISCUSSION:**

The change is to increase efficiency and enhance the Court's case management system to allow the use of text reminders to alert respondents to deadlines and actions related to their court cases.

**SELECTION SUMMARY:**

N/A

**CONTRACT VARIANCE:**

N/A

**PROTEST**

No protest received for this requirement.

**PRIOR COUNCIL ACTION:**

On March 1, 2022, City Council approved Motion to ratify contract and add Maintenance and Support for five (5) year term by \$789,273.50.

On February 15, 2022, City Council approved Motion to increase contract by \$60,475.50

On October 27, 2020 City Council approved Motion to increase contract by \$85,685.00

On April 5, 2016 City Council approved Resolution authorizing City Manager to sign a full court enterprise amendment 2 to contract 2013-211R for a total additional cost of \$76,805.00.

On May 12, 2015 City Council Approved Resolution Authorizing City Manager to sign a full court enterprise amendment 1 to contract 2013-211R for \$206,415.00.

On March 25, 2014 City Council approved the award of contract 2013-211R to Justice Systems, Inc. for twenty (24) months of implementation and five (5) years, for a total amount of \$2,231,175.00.

**AMOUNT AND SOURCE OF FUNDING:**

Amount: \$183,000.00

Funding Source: Municipal Court Restricted Technology Fund

Account: 522020-111-2535-11030-P1138-PMC00010

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?  YES  NO

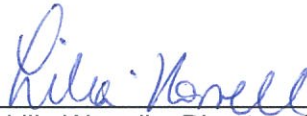
PRIMARY DEPARTMENT: The Municipal Court

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**



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Lilia Worrell – Director of El Paso Municipal Court

**COUNCIL PROJECT FORM  
(CHANGE ORDER)**

\*\*\*\*\***POSTING LANGUAGE BELOW**\*\*\*\*\*

Please place the following item on the **CONSENT** agenda (under **PURCHASING REQUESTS, ETC.**) for the Council Meeting of **MARCH 29, 2022**.

**STRATEGIC GOAL: No 2: Set the Standard for a Safe and Secure City**

This linkage to Strategic Plan is subsection 2.7 – Maximize Municipal Court efficiency and enhance customer experience.

Request that the Director of Purchasing & Strategic Sourcing be authorized to issue a purchase order to Justice Systems, Inc. referencing Contract 2013-211R Municipal Court Software Rebid. This change order is to increase the contract by \$183,000.00 for a total amount not to exceed \$3,649,593.00. The change order will cover the expenses for Texting Services, a feature set of the Platform Product that interfaces with the Full Court Enterprise (FCE) operating system for five (5) year term.

Contract Variance:  
No contract variance

Department:	Municipal Court
Award to:	Justice Systems, Inc. Albuquerque, NM
Total Estimated Amount:	\$183,000.00
Account No.:	111-522020-2535-11030-P1138 -PMC00010
Funding Source	Municipal Court Restricted Technology Fund
District(s):	All

This is a Request for Proposal, services contract.

\*\*\*\*\***ADDITIONAL INFO BELOW**\*\*\*\*\*



### Schedule A – Texting

Justice Systems, Inc. (“**Justice**”) and the below identified Client enter into this Schedule A for the purposes of the Client being able to use the Enterprise Omni Texting Services.

Client Name:	The City of El Paso	Date:	Nov 3, 2021
Client No:	200036	JSI Contact:	Craig Nielson
Master Agreement:	FullCourt Enterprise Agreement dated April 2, 2014	Client Contact:	

The date this Schedule A is signed by the last party (as indicated by the date associated with that party’s signature) is the effective date of this Schedule A (“**Effective Date**”). Justice and Client agree as follows:

### 1. Texting Services

a) **Master Agreement.** The parties enter into this Schedule A under the above listed master agreement (“**Master Agreement**”). The Master Agreement governs Client’s use of FullCourt Enterprise (version 8.0 or later) (“**Platform Product**”). If there is any conflict between this Schedule A and the Master Agreement, this Schedule A prevails only in as it pertains to this Schedule A.

b) **Texting Services.** Client acknowledges that Justice and its parent organization, Ontario Systems (“**Affiliate**”), will provide the texting services. “**Texting Services**” means a feature set of the Platform Product that interfaces with the Ontario Cloud platform to provide a short message service (“**SMS**”) that permits the use of Short Codes to facilitate texting of messages between a Client and a consumer based on a defined list of keywords and associated messages with those keywords. “**Short Code**” means a combination of less than 10-digits to which a consumer can direct text messages to and from which a carrier translates the combination into a valid SMPP address for a consumer to receive a return text message. Client acknowledges that Justice may provide Client with a defined set of keywords and a defined set of response templates associated with those keywords. Aside from inserting Client’s identification information where permitted, Client may not modify these defined keywords and response templates and Client shall not send any other content through the Texting Services other than the response templates. In future releases, Justice may permit (1) Client to use a Long Code to send text messages; (2) Client to edit keywords and responses; or (3) permit other content to be sent through the Texting Services. Upon the release of those new versions, Justice will communicate those changes which will become part of the Texting Services and any corresponding restrictions as further functionality is provided. “**Long Code**” means a dedicated 10-digit phone number for Client to which a consumer can direct text messages to and from which a consumer can receive a return text.

c) **License Grant and Fees.** As part of Client’s use of Platform Product and under the Master Agreement, Client is subscribing to the Texting Services for the Subscription Term for the following fees:

1. **Subscription Fees.** Client shall pay the below listed monthly fees for the tier selected.

Monthly Subscription	
Tier 1: Up to 50,000 Texts	\$1,500 / Month
Tier 2: Up to 100,000 Texts	\$3,000 / Month

Client is selecting the below listed monthly subscription tier for the initial subscription term.

Initial Subscription
Tier 1

Justice does monitor Client’s usage of the Texting Services and may contact Client periodically to confirm appropriate usage in accordance with this Schedule A.

2. Implementation Fee. For the implementation services set forth in Section 1(e), Client shall pay the following:

Description	Fee
Implementation Services	\$3,000.00

d) User Terms and Consent. Client shall have each consumer agree to an agreement as part of the consumer agreeing to receive text messages from Client through the Texting Services and make these terms publicly available to consumers. Justice will provide to Client a template agreement for Client to use for this purpose. Justice provides this template "AS IS" and without any warranty of any kind. Client shall review the template agreement with Client's legal advisors and edit the agreement in a manner that addresses at a minimum the issues identified in the template agreement and meets any carrier requirements. Client assumes all risk and liability in using the template agreement with or without any modifications to the template agreement. Client shall obtain all required consent to send text messages to consumers.

e) Implementation of Texting Services. To implement the Texting Services, Justice shall work with Client to: (1) procure, in Client's name, a dedicated Short Code and dedicated long code (a 10-digit number); (2) set up Client's connection between the Platform Product test and production environments with the Texting Services platform; (3) configure the Platform Product to send text messages; (4) configure the Platform Product to respond to keyword text messages; (5) implement the contact restrictions feature set for the Texting Services; and (6) provide a basic end user training session. Justice will provide all services on a remote basis between the hours of 7am and 6pm mountain. Client shall provide at least one Client representative to receive training that is knowledgeable with the Platform Product and Client shall test the Texting Services by, among other things, using each keyword and template response in messages with Client's own employees prior to using the Texting Services in production and to communicate with consumers.

f) Fee Adjustments. Justice will evaluate Client's usage annually and should Client's usage exceed the numbers identified in Section 1(c)(1), Justice may adjust any fees charged under this Schedule A by providing Client ninety (90) days' advance written notice prior to the beginning of any Subscription Term.

g) Contact Restrictions. Justice will provide Client with default setting in the Texting Services as contact restrictions. Client shall not rely on Justice' guidance, advice, or counsel with respect to compliance with any rules regulations and laws. It is Client's responsibility to review these guidelines with its counsel and to approve of the contact restrictions.

h) Client Responsibilities. To use the Texting Services, Client shall (1) obtain and maintain any needed equipment, software, and Internet access services, (2) make any needed modifications to its network; and (3) do all other things needed to meet any carrier requirements or industry standards related to communicating through the Texting Services. To the extent Client receives or selects user credentials to use the Texting Services, Client shall maintain the confidentiality of the passwords and user credentials. Client acknowledges that Client is responsible for all activity occurring under the Client's user accounts and that Justice has no liability regarding the use of user credentials or the Texting Services by third parties. Client shall promptly notify Justice of an unauthorized use of the Texting Services or another breach of security related to the Texting Services and cooperate with Justice and its suppliers in investigating and mitigating the unauthorized use or breach.

i) Restrictions. Client shall not allow a third party to (1) modify, copy, or otherwise reproduce the Texting Services in whole or part; (2) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code form or structure of the software used to provide the Texting Services; (3) remove any proprietary notice or labels displayed on the software used to provide the Texting Services; (4) modify or create a derivative work of any part of the Texting Services; (5) use the Texting Services for any unlawful purpose; or (6) create Internet "links" to or from the Texting Services or "frame" or "mirror" any of the content which is part of the Texting Services.

j) Support Services. For the Texting Services, Justice shall provide Client with the support and maintenance services described in Justice' then-current support service guide ("Support Guide"). Justice may update the Support Guide by making any update available to Client. Upon Client reporting an issue in accordance with the Support Guide, Justice will use its reasonable efforts to correct or provide a workaround for any reproducible material nonconformance. Client acknowledges that Justice has no obligation to provide any support service and may charge Client its then current hourly rate for such assistance if such nonconformity results from: (1) something other than the Texting Services or another product or service provided by Justice, (2) a breach of Client's obligations under this Schedule A

or the Master Agreement, (3) Client's failure to stay on the most current version or the immediate prior version of the Platform Product; or (4) Client's negligent actions or omissions.

k) Acceptable Use Policy. Client shall comply with the acceptable use policy that applies to the use of the Texting Services and the Ontario Cloud platform attached hereto as Exhibit 1 ("Acceptable Use Policy"). For the sake of clarity, Texting Services is considered a Cloud Offering as that term is used throughout the Acceptable Use Policy.

## 2. Subscription Term

a) Subscription Term. The initial subscription term of this Schedule A begins on the Effective Date and remains in effect until the renewal date of the Master Agreement. Thereafter, this Schedule A automatically renews for successive one-year periods, unless a party notifies the other party at least 60 days in advance of the end of the Subscription Term that the party wants to terminate this Schedule A and if Client notifies Justice of its desire to terminate, Client executes a deactivation amendment with Justice. Upon the satisfaction of those conditions, the terminated subscriptions will end at the end of the current Subscription Term. "Subscription Term" means collectively the initial subscription term and all renewal subscription terms.

b) Early Termination. In addition to either party's right to terminate under Section 2(a), either party may terminate this Schedule A due to the other party's breach of this Schedule A or the Master Agreement by providing 30 days' advance written termination notice to the breaching party describing the breach; provided, however, that the breaching party does not cure such breach within 30 days following delivery of the termination notice. If not, this Schedule A will be deemed terminated at the end of the 30-day period.

c) Effect of Termination. Upon termination of this Schedule A, (1) Client will cease all use of and Justice will cease providing the Texting Services and any other items provided under this Schedule A; and (2) Client shall immediately destroy and purge from Client's computer systems all copies (whole or partial) of any documentation for the Texting Services. Upon Justice' request, Client will promptly certify in writing that Client has complied with this Section.

## 3. Payment Terms

a) Fees. Client shall pay the fee for the initial monthly subscription and implementation fees upon execution of this Schedule A. Upon the earlier of (1) Justice making the Texting Services available for Client to use in a production environment; or (2) ninety (90) days from the Effective Date of this Schedule A, Justice will begin invoicing Client for the subscription fees monthly in advance and Client shall pay those invoices for the Subscription Term. Client will also reimburse Justice for reasonable, pre-approved travel, lodging, and meal expenses at the City's approved rates, and pay to Justice all applicable sales taxes unless the City submits documentation showing its tax exempt status. Such expenses will be preapproved by both parties in writing prior to incurring expenses. Justice will invoice Client for these travel expenses and sales taxes as incurred monthly in arrears.

b) Payment Due Date and Late Payments. All fees set forth in this Schedule A are in and will be paid in U.S. dollars. Client shall pay to Justice the fees that are due upon Client's execution of this Schedule A within 30 days of execution of this agreement. Client shall pay to Justice all other invoices within thirty (30) days of the invoice date. If Client fails to make timely payments to Justice, Justice may suspend providing the Texting Services to Client upon written notice. For any amount not timely paid by Client, Client will pay interest at the lesser of: (a) 1.5% per month; or (b) the maximum interest rate allowed by law. Client shall remit payments in accordance with the Master Agreement.

## 4. General Terms

a) Third Party Factors and Span of Control. Client acknowledges that the Texting Services are dependent on the facilities, networks, connectivity, and the acts of third-party wireless providers/carriers, governmental entities, infrastructure providers, and other third parties ("Third Party Factors"). Client acknowledges that performance of the Texting Services may become effected by these Third Party Factors, these Third Party Factors are outside of Justice' control, and Justice is not liable for issues that arise due to these Third Party Factors.

b) Warranty. Justice will handle any defects with the Texting Services reported by Client in accordance with Section 1(j) and Justice warrants that Justice will provide those support services with reasonably qualified personnel and in a professional manner. Client acknowledges that none of the representations or warranties set forth in the Master Agreement apply to this Schedule A or the products or services provided under this Schedule A. Except for as set forth

in this Schedule A, JUSTICE SYSTEMS HEREBY DISCLAIMS ALL EXPRESS, STATUTORY, OR IMPLIED WARRANTIES, REPRESENTATIONS OR COVENANTS OF ANY KIND WITH REGARD TO THE TEMPLATE AGREEMENT, KEYWORDS, RESPONSE TEMPLATES, OR TEXTING SERVICES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, COMPLIANCE WITH LAWS, AND/OR THOSE ARISING OR DEEMED TO HAVE ARISEN FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, JUSTICE SYSTEMS EXPRESSLY DOES NOT WARRANT THAT THE KEYWORDS, RESPONSE TEMPLATES, OR TEXTING SERVICES WILL SATISFY CLIENT'S REQUIREMENTS, ARE WITHOUT DEFECT OR ERROR FREE, OR THAT THE OPERATION OF THE TEXTING SERVICES WILL BE TIMELY OR UNINTERRUPTED.

c) Texting Information. Client acknowledges that (1) the Texting Services will transmit the content of messages and in that process, information related to telephone numbers, device numbers and other data associated with text messages may be collected to perform the Texting Services ("Texting Information"); (2) Justice has no obligation to monitor or retain this Texting Information and may delete it any time after it is no longer needed or 30 days after termination of this Schedule A; and (3) texting can be an unsecure form of communication.

d) Intellectual Property. Client acknowledges that the Texting Services and template agreement, defined keywords and response templates, all related documentation for the Texting Services, and all materials provided by Justice in associated with the Texting are Justice' intellectual property and may only be used in association with the Texting Services as permitted under this Schedule A. If Client breaches this Section of this Schedule A, Justice may: (1) suspend providing the Texting Services and any other products or services Justice provides to Client; (2) terminate this Schedule A without need to provide the cure period required under Section 2(b); and/or (3) exercise any available remedy to Justice for violation of Justice' intellectual property right.

e) Indemnification. Regardless of anything to the contrary in the Master Agreement Justice will defend and indemnify Client against any third party claims resulting from: (a) Justice' violation of any Federal, state or local law, rule or regulation that is applicable to Justice; and (b) the Texting Services infringing or misappropriating a third party's U.S. patent rights, copyrights, trademark rights, trade secret rights, or any other intellectual property rights of such third party. This subsection (b) does not apply to any claim that results or arises from any combination of the Texting Services with any other software, hardware and/or technology not provided by Justice or its Affiliate, to the extent such claim would not have arisen but for such combination. Further, if a claim arises under subsection (b) above or Justice suspects such a claim will arise, Justice may: (i) modify the Texting Services in a manner that causes it to not infringe, misappropriate or otherwise violate such third party's rights; (ii) obtain the right for Client to continue to use the Texting Services as provided under this Agreement; or (iii) if the foregoing steps in (i) or (ii) are not reasonably possible or practicable, promptly terminate this Agreement upon providing notice to Client. To exercise Client's rights under this Section, Client shall (x) provide prompt notice of the claim and request that Justice defend the claim; (y) provide all reasonable requested information and cooperation in defending against the claim; and (z) give Justice sole control of the defense and/or settlement of the claim, at Justice' sole expense. If Justice fails to timely undertake the defense of a claim under this Section that Justice is obligated to defend, Client may undertake the defense and/or settlement of the claim itself and obtain reimbursement from Justice for Client's reasonable attorneys' fees, reasonable expenses, and any damages Client incurs as result of an adverse ruling. Client acknowledges and agrees that this Section sets forth Client's sole and exclusive remedies as it relates to any claim that arises from or relates to the infringement, misappropriation or violation of proprietary rights by Justice or Affiliate as it relates to the Texting Services.

f) Limitations of Liability. Regardless of anything to the contrary in the Master Agreement, Justice' liability to Client for any claim arising under or related to this Schedule A (whether based on contract, tort, negligence, strict liability, product liability, or otherwise) is limited to the fees paid by Client under this Schedule A for the Texting Services for the 12-month period immediately prior to when the claim arises. Regardless of anything to the contrary in the Master Agreement, IN NO EVENT WILL JUSTICE SYSTEMS OR ITS SUPPLIERS BE LIABLE TO CLIENT FOR LOSS OF DATA, LOST PROFITS, FAILURE OF MESSAGES TO BE DELIVERED, MESSAGING PROCESSING OR TRANSMISSIONS ERRORS, OR BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, EXEMPLARY, OR SPECIAL DAMAGES OF ANY TYPE OR NATURE, EVEN IF JUSTICE SYSTEMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

g) Suspension of Texting Services. Justice may modify the Texting Services, suspend providing the Texting Services, place further conditions on the use of the Texting Services, or terminate this Agreement if: (1) required to do so to comply with any law, regulations, or other requirement of a wireless service provider, Short Code provider, Long Code provider, mobile industry association, other regulatory body, or governmental authority; (2) Justice determines that any change in law, regulation or requirement governing the Texting Services makes it impractical or uneconomical to continue providing the Texting Services; or (3) Client uses the Texting Services in a manner that is fraudulent, illegal, improper, in violation of the Acceptable Use Policy, or would otherwise create liability for Justice.

h) Total Agreement. This Schedule A, including any exhibits attached hereto, and the Master Agreement constitute the complete and exclusive agreement between Client and Justice with respect to the subject matter of Schedule A, and supersedes all prior or contemporaneous oral or written communications, proposals, representations, understandings, or agreements not specifically incorporated herein. This Schedule A may not be amended except in a writing duly signed by Client and an authorized representative of Justice.

Each party is signing this Schedule A on the date stated in that party's signature block.

CLIENT	Justice Systems, Inc.
Signature:	Signature: <i>Bobbi Turner</i>
Printed Name:	Printed Name: Bobbi Turner
Title:	Title: Director of Finance
Date:	Date: March 9, 2022

*Valid for execution within 30 days of the Schedule A Date. Please scan and email the ENTIRE Schedule A and Exhibit(s) to Sonya Russell ([SRussell@justicesystems.com](mailto:SRussell@justicesystems.com)) for counter-signature by Justice, Inc.*





## Exhibit 1 – Acceptable Use Policy

Each of Justice' client's use of any or all of the Ontario Cloud offerings, associated telecommunication services and associated hosting environments ("**Cloud Offerings**") is governed by and subject to this Acceptable Use Policy ("**AUP**"). You, as a client of Justice ("**Client**"), acknowledge that this Justice may modify this AUP, from time to time, in order to define further permitted or prohibited uses that result from changes in law, changes in Justice' hosting providers' acceptable use policies, telecommunication carrier restrictions, or discovery of uses that pose a security risk or risk of performance degradation. Justice shall make any modification to the AUP electronically available to Client upon Client accessing any of the Cloud Offerings after the modifications are made.

1) Prohibited Use of the Cloud Offerings. This Section describes prohibited uses of the Cloud Offerings. Client shall not itself or allow anyone else to:

- a) Attempt to or actually forge authentication credentials, use the authentication credentials of another user, or damage, bypass, break, or otherwise circumvent any security mechanism of the Cloud Offerings, or use the Cloud Offerings in any other manner that poses a security risk to Justice, the hosting providers, the telecommunication carriers, or the users of the Cloud Offerings.
- b) Provide, disseminate, or post Client's Cloud Offerings authorization credentials to any other party.
- c) Use the Cloud Offerings to attempt to breach, circumvent, or hack a third party.
- d) Transmit to or through the Cloud Offerings any material that contains viruses, Trojan horses, worms, or any other malicious, harmful, or deleterious programs.
- e) Reverse-engineer the Cloud Offerings in order to find limitations, vulnerabilities, or to evade, disable, or render inaccurate accounting, billing, capacity limits, or other functions of the Cloud Offerings.
- f) Probe, scan, or test the vulnerability of the Cloud Offerings or monitor data or traffic on the Cloud Offerings without express written permission from Justice.
- g) Launch or facilitate a denial of service attack on the Cloud Offerings, any user of the Cloud Offerings, the hosting providers, or telecommunication carriers.
- h) Interfere with, disrupt, or otherwise create an undue burden on the access of any user of the Cloud Offerings or on the performance of the Cloud Offerings by sending a virus, overloading, flooding, spamming, mail-bombing the Cloud Offerings or by other means or perform other conduct that adversely impacts the availability, reliability, or stability of the Cloud Offerings.
- i) Use the Cloud Offerings to encourage, to facilitate, to engage in or otherwise in connection with (1) fraudulent activity, (2) the dissemination of any fraudulent goods, services, schemes, or promotions, or (3) other deceptive practices.
- j) Violate or facilitate the violation of any local, state, federal, or foreign law or regulation applicable to Client's business, the recording of telephone calls, proper use of the public telephony network, the collection of debt, or the transmission or handling of data.
- k) Violate the Truth in Caller ID Act or (1) create a false identity, phone number or Caller ID value, (2) forge any TCP/IP packet header or any part of the header information in any IP telephone call, (3) attempt to mislead others as to the identity of the sender or the origin of a message or phone call, or (4) otherwise use in any way the Cloud Offerings to send altered, deceptive or false information about the source of the originating network or IP telephony traffic.

- l) Distribute, publish, send, or facilitate the sending of any marketing, promotions, advertising, solicitations (like “spam”), or informational messages no matter how they are delivered (i.e., phone calls, SMS, text messages, voice mails, or faxes) that violate the CAN SPAM Act of 2003, the Telephone Consumer Protection Act, the Do-Not-Call Implementation Act, any anti-spam laws and regulation, any applicable guidelines published by the CTIA, the Mobile Marketing Association, or any other accepted industry associations, carrier guidelines, or any similar or analogous industry standards, third party policies or requirements in any other jurisdiction.
  - m) Use the Cloud Offerings to perform rate arbitrage for the purpose of bypassing or evading telecommunication charges or similar third-party charges.
  - n) Use the Cloud Offerings to make available gambling sites or services or disseminating, promoting, or facilitating child pornography.
  - o) Use the Cloud Offerings to connect with emergency service personnel or public safety answering points such as 911 or E911 service.
  - p) Use the Cloud Offerings to transmit or make available any material that infringes, misappropriates, or otherwise violates the intellectual property rights of others.
  - q) Engage in activities or transmit through the Cloud Offerings information that is: (1) abusive, (2) harassing, (3) libelous, (4) defamatory, (5) discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age, or (6) otherwise malicious or harmful to any person or entity.
  - r) Embed protected health information or personally identifiable information as part of any argument or URL provided to contact management solutions offered through the Cloud Offerings, with the sole exception of session arguments.
- 2) Right to Monitor and Enforce. Justice has the right to report users to proper law enforcement officials in the event of illegal activity and will fully cooperate with any criminal investigation into a user’s violation. Justice reserves the right, but does not assume the obligation, to investigate any violation of this AUP or misuse of services. Justice may remove, disable access to, or modify any content resource that violates this AUP. Justice’ failure to enforce provisions of this AUP will not be construed as a waiver of any right to do so at any time.
- 3) Reporting Violations. If Client or any of its users becomes aware of a violation of this AUP, Client shall promptly notify Justice and provide Justice with reasonably requested assistance to stop or remedy the violation.
- 4) Remedy. In the event Client violates this AUP, Justice may immediately suspend or terminate Client’s use of any or all of the Cloud Offerings until the violation is cured. In addition, Justice may exercise any other remedy available to Justice under law and under the agreement between Client and Justice.