CONTRACT

by and between

Cuyahoga County, Ohio

and

CGI Technologies and Solutions Inc.

THIS AGREEMENT (the "Contract"), is made and entered this 29th day of November ,2012 by and between Cuyahoga County, Ohio (the "County") on behalf of the Cuyahoga Support Enforcement Agency (the "County"), and CGI Technologies and Solutions Inc. ("CGI"), a Delaware Corporation, with principal offices at 11325 Random Hills Road, Fairfax, Virginia 22030 and Ohio office at 88 East Broad Street, Suite 1570 Columbus, Ohio 43215. (the Provider")

WHEREAS, maintenance and custom development services for County owned document imaging software used by the Cuyahoga Support Enforcement Agency ("CSEA") is available from CGI under existing State Term Schedule number 534233 CGI provides maintenance and support services for the County document imaging system; and

WHEREAS, CGI is an authorized provider of maintenance of Hyland Onbase software under Hyland State Term Schedule number 533272-3-6; and

WHEREAS, the County desires to avail itself of such services of CGI, and CGI is willing to provide such services to the County all upon the terms and conditions set forth in this Contract and the Schedule referenced herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CGI and the County agree as follows:

ARTICLE I – AGREEMENT AND TERM

1.1   Scope of Agreement. During the term of this Contract, CGI shall provide the County with services to maintain the CSEA document imaging system, with the custom applications and Hyland software maintenance being provided under this Contract.   A more detailed description of the support services covered under this Contract is contained in the Statement of Software Maintenance and attached hereto as Schedule A, and incorporated by reference herein.

1.2   Term. The initial term of this Contract shall commence as of January 1,2013; and, unless earlier terminated in accordance with the provisions of this Contract, shall continue in effect for a period of one year from the commencement date **(1/1/13 – 12/31/13).**

ARTICLE II - SCOPE OF WORK

2.1   Rendering of Services. CGI hereby agrees to render the services identified in Article 1.1 and the attached hereto as Schedule A, at a total price which shall in no event exceed the amount of Eighty Three Thousand Two Hundred Thirteen Dollars and Zero Cents. (**$83,213.00**)

ARTICLE III - PAYMENT AND INVOICING

3.1   Payment. During the term of this Contract, the County shall pay CGI for the maintenance services rendered, or to be rendered, to Cuyahoga County at the rate(s) authorized by State Term Schedule Numbers 534233 and 533272-3-6; and in accordance with the fees further identified in the attached Schedule B attached hereto and incorporated by reference herein.

3.2   Invoicing. CGI shall invoice the County for services rendered, or to be rendered, hereunder; payment shall be made upon the approval of the County Chief Executive and receipt of invoice for the fees set forth in Schedule B. CGI shall submit original invoice(s) to the following address:

<div align="center">

Cuyahoga County Department of Information Technology
ATTN: Business Department
1255 Euclid Avenue 4th Floor
Cleveland, OH 44115

</div>

ARTICLE IV - INDEMNITIES AND WARRANTIES

4.1 Indemnification. All provisions relating to indemnities and warranties contained in the State Term Schedule contract shall inure to the benefit of the County. For avoidance of doubt, the following provisions do not apply to Services as defined in Schedule A:

- State Term Schedule 534233: Sections 7.2, 7.3.

CGI shall agree to release, indemnify and to hold harmless the County and any and all officers, agents, servants or employees thereof, from all liabilities for personal injury and damage to tangible property to the extent arising out of CGI's gross negligence or intentional tortius conduct under this Contract.

4.2   Subcontracting. This Contract was awarded to CGI based upon the unique qualifications and skills of CGI and no task required to be performed under this contract by CGI shall be subcontracted without the express written consent of the County in advance of subcontracting. In accordance with the preceding, the County consents to CGI's use of a subcontractor for support of the Hyland software.

ARTICLE V - SOFTWARE AND OWNERSHIP RIGHTS

5.1   Title to Software. All source code, documentation, and other software artifacts developed by CGI pursuant to this Contract, excluding modifications to licensed third party Software provided as part of support, will become a part of the Software and Documentation as defined in and for the purposes of the License Agreement at the time they are provided to County and are hereby licensed to County as part

of the Software and Documentation pursuant to all of the terms and conditions of the License Agreement.

Should any pre-existing, proprietary software be used in the software system covered hereunder, CGI will grant the County a non-exclusive, royalty-free perpetual license to use and modify the software; and copies of the source code shall be provided to the County or placed in escrow.

5.2   Confidentiality of Data. All data and other records supplied to CGI by the County are and shall remain the sole property of the County. CGI shall not, without the County's written consent, copy or use such records except to carry out contracted work, and will not transfer such records to any other party not involved in the performance of this Contract.   All data dictionaries, entity relationships, database configurations, encryption passwords, forms, automated reports, or other artifacts used to access the data shall belong to the County and shall be treated as a trade secret of the County.

ARTICLE VI - CHANGE ORDERS AND APPROVAL PROCESS

6.1   Change Order. Any change order or amendment requiring, or permitting, an increase beyond the not to exceed price limit listed in section 2.1 of this Contract, or the per item charges listed in Schedule B, shall require an additional appropriation of funds; approval of the Technical Advisory Committee; and, approval of Cuyahoga County Chief Executive. CGI will not perform tasks outside the Statement of Work (Schedule A) unless it is with prior written approval of Cuyahoga County and in accordance with this clause.

ARTICLE VII - DISPUTE RESOLUTION AND TERMINATION

7.1   Dispute Resolution.

a)   In the event of any dispute or disagreement between CGI and the County, either with respect to the interpretation of any provision of this Contract or with respect to the performance by CGI or the County hereunder, which cannot be resolved in the normal course of business, then upon written notice of either party, each party will appoint a designated officer whose task it will be to meet for the purpose of endeavoring in good faith to resolve such dispute or to negotiate for an adjustment to such section or provision of this Contract. The designated officers shall meet as often as the parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. Such officers will discuss the problem and/or negotiate the applicable section or provision without the necessity of any formal proceedings relating thereto. During the course of such negotiation, all reasonable requests made by one party to the other for information will be honored in order that each of the parties may be fully advised in the negotiations. The specific format for such discussions will be left to the discretion of the designated officers but may include the preparation of agreed upon statements of fact or written statements of position furnished to the other party. No formal proceedings for the binding arbitration of such dispute may be commenced until (i) resolution as contemplated in this clause has been unsuccessful and (ii) either of the parties concludes in good faith that amicable resolution through continued negotiation of the matter in issue does not appear likely and so notifies the other party.

(b)   The rights and obligations of the parties under this provision shall not limit either party's right to terminate this Contract as may be otherwise permitted hereunder.

7.2   Termination for Default. Either party may terminate this Contract, in whole or in part, whenever such party determines that the other has failed satisfactorily to fulfill its obligations and responsibilities hereunder and is unable to cure such failure within a reasonable period of time, not to exceed thirty (30) calendar days or such longer period of time as may be specified in writing by the terminating party, taking into consideration the gravity and nature of the default. Such termination shall be referred to as "Termination for Default". Upon determination by either party hereto that the other has failed to satisfactorily perform its obligations and responsibilities hereunder, the party seeking termination shall notify the defaulting party in writing of the failure and of the time period that has been established to cure such failure, which time period shall be not less than ten (10) days. If the defaulting party is unable to cure the failure within the specified time period, the party seeking to terminate may, by giving written notice thereof to the defaulting party, terminate this Contract, in full or in part, as of the date specified in the notice of termination. CGI, however, shall be paid for all services and/or materials provided on or prior to the date of termination.

7.3   Termination for Financial Instability. In the event that CGI becomes financially unstable to the point of (i) ceasing to conduct business in the normal course, (ii) making a general assignment for the benefit of creditors, or (iii) suffering or permitting the appointment of a receiver for its business or its assets, or there is a filing by or against CGI of a meritorious petition in bankruptcy under any bankruptcy or debtor's law, the County may, at its option, immediately terminate this Contract under Section 5.2, the "Termination for Default" clause, by giving written notice thereof.

ARTICLE VIII – ADHERENCE TO ELECTRONIC SIGNATURE POLICY OF COUNTY

8.1 Electronic Signature. By entering into this Contract, CGI, its officers, employees, subcontractors, sub-grantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring county signatures may be executed by electronic means, and that the electronic signatures affixed by Cuyahoga County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document.

8.2 Compliance with ORC. CGI further agrees to be bound by the provisions of Chapter 304 and 1306 of the Ohio Revised Code as they pertain to Electronic Transactions and to comply with the electronic signature policy of Cuyahoga County.

ARTICLE IX – MISCELLANEOUS

9.1   Schedules Incorporated by Reference. The following Schedules are attached hereto and are incorporated by reference herein as if fully rewritten herein:

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Schedule A: Statement of Work / Support Levels
Schedule B: Itemization of Services to be provided with Payment Schedule

9.2 Record Audit Retention. CGI agrees to make all pertinent contractual books and records and other documents pertaining to this Contract available to the County and its designated agents for purpose of audit and examination upon reasonable request during the term of this Contract and for a period of two (2) years from the expiration date or final payment under this Contract, whichever is later; provided however, that should CGI be notified that an audit has been commenced pursuant to Ohio Revised Code §117.11 during said period, for which the aforesaid books and records are material, the aforesaid records shall be retained pending the completion of said audit.

9.3   Notices. Wherever one party is required or permitted to give notice to the other pursuant to this Contract, such notice shall be deemed given when delivered by hand, via certified mail with return receipt requested, via overnight courier with signature required, and addressed as follows:

In the case of the County:

Cuyahoga Information Services Center
ATTN: Jeff Mowry, CIO
1255 Euclid Avenue 4th Floor
Cleveland, OH 44115

In the case of CGI:

CGI Technologies and Solutions, Inc.
ATTN: Office of General Counsel
11325 Random Hills Road, 8th Floor
Fairfax, Virginia 22030

Either party may from time to time change its designated recipient or address for notification purposes by giving the other party written notice of the new designated recipient or address and the date upon which it will become effective.

9.4   Governing Law. This Contract shall be subject to interpretation under the laws of the State of Ohio, and is subject to the review of the County Prosecutor's Office as to legal form and correctness. Venue in any action brought under this Contract shall be in Cuyahoga County.

9.5   Security Standards. CGI must agree to maintain security standards consistent with the security of the Cuyahoga County Information Services Center. These include strict control of access to data and maintaining confidentiality gained while carrying out its duties. CGI agrees to consider all knowledge gained from access to Information Services Center applications, systems and programs as proprietary information supplied in the strictest confidence and shall release it only to authorized employees/agents requiring such information, shall not release or disclose it to any other party or use it for manufacture or any other purposes except as required under this

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Contract, without the expressed written approval of Cuyahoga County. The term "confidential information" shall mean any device, process, method or technique originated by or peculiarly within the knowledge of Cuyahoga County and its representatives, employees, and those in privy with it, which is not available to the public and is subject to protection as property under recognized principles.

9.6   Contract Processing. CGI shall submit one (1) original contractual agreement with original signature to the following:

> Cuyahoga County Information Services Center
> ATTN: Business Department
> 1255 Euclid Avenue, 4th Floor
> Cleveland, Ohio 44115

9.7   Commencement of Contract Performance. In order to protect the interest of Cuyahoga County this Contract must be executed by the Cuyahoga County before compensation for the services or products set forth in this Contract can be provided. In the event that services are provided by CGI prior to the execution of this Contract by Cuyahoga County, the same will be provided at CGI 's risk, and payment therefore can not, and will not, be made unless and until this Agreement is approved by the Cuyahoga County. Upon approval by Cuyahoga County of this Contract, however, any and all prior performance under this Contract shall be deemed ratified and said performance shall be deemed to be included in this Contract. Payment(s) for said prior performance shall not increase the amount of the Contract limit.

IN WITNESS WHEREOF, the County and CGI have each caused this Contract to be signed and delivered by its duly authorized representative as of the date first written above.

CGI Technologies and Solutions Inc.   **Cuyahoga County, Ohio**

Edward FitzGerald, County Executive

BY: _____   BY: ___2013-02-01 11:39:11_____

Edward FitzGerald, County Executive

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Schedule A

STATEMENT of WORK

A. **Basic Support Services**

Basic Support Services will be provided for the period **01/01/2013 to 12/31/2013** and will cover the County applications and third party products defined in Schedule D. Notwithstanding the scope of maintenance under Section 8 of State Term Schedule No. 534233, or maintenance under State Term Schedule No. 533272-3, Basic Support Services only include the following services:

1. <u>Hotline Telephone Support and Call Log</u>

    a. Client requests for support will be directed to CGI by telephone at 1-614-228-2245 or email to eRIMShelpdesk.south.us@cgi.com and documented in the CGI call log. CGI will work with the client to categorize the reported problems by severity and inform the Client support engineers as appropriate.

    b. Clients can also communicate support issues through an e-mail address as assigned by CGI.

    c. CGI will categorize support calls as either Problem Requests or Enhancement Requests as defined below.

2. <u>Support Requests</u>

    a. Support requests for the levels of support defined in Appendix A will be processed in the following manner:

        1) Support requests will be further qualified by CGI as contained within the CGI supported products. CGI will establish scheduling and prioritization according to the severity of the problem, complexity of the modification, and estimate of time to completion.

        2) CGI will notify Client of the status of open requests as needed by telephone e-mail, or in person depending on the situation.

        3) The Client may designate up to four (4) authorized callers for telephone call support. This is the maximum number of allowed Client callers without additional charge. The Client may change the names of these authorized callers by forwarding a memo authorizing this change to CGI. The memo must be signed by an authorized representative of the Client.

3. <u>Hours of Coverage</u>

    The standard period of support begins at 8:30 a.m. and ends at 5:30 p.m. Eastern Standard Time (EST) Monday through Friday, except for holidays observed by CGI.

4. <u>Software Revisions</u>

    <u>Patches/Updates</u>

Release Patches/Updates for the third party software identified in Appendix B is included in the software maintenance fee. "Release Patches/Updates" means those revisions that are issued by third party software providers from time to time to correct software errors or to provide a workaround utility until a permanent solution can be implemented.

Software Upgrades

Software Upgrades for the third party products identified in Appendix B is included in the software maintenance fee as Basic Support Services and at no additional charge to the Client. The software upgrades usually contain new features or capabilities. Functionally, it includes the last release plus all bug fixes, patches and new features since the last release. The term "Upgrade" is defined as the software and documentation necessary to move a licensed user to a new version or release of the product.

When Release Patches/Updates /Upgrades become available from third party software providers, CGI will coordinate with Client staff for the installation of these Release Patches/Updates /Upgrades. Implementation of these Release Patches/Updates /Upgrades is included within the scope of Basic Support Services; any custom applications requiring changes as a result of the upgrade (identified in Appendix A) will be accommodated under the separate Services Agreement, or is considered an Additional Service.

B.   Additional Services

The following Services are not included within the Basic Support Services but are available to the Client under one or more Statements of Work on a time and materials basis at CGI's hourly rates set forth in the State Term Schedule and written amendment to this Contract:

1. Services provided by CGI at the request of the Client that are performed outside of the standard hours of coverage defined above.
2. All time associated with a service call that is the result of Client negligence or that was Client induced.
3. Any time spent at a Client site to observe and/or stand by at the request of the Client.
4. All time associated with a trouble call caused by faulty equipment (hardware, telephone, AC power problems, etc.)
5. All time associated with problems caused by Third Party Software packages other than those specifically identified in a Statement of Work for Maintenance Support Services.
6. Any time associated with problems caused by issues pertaining to internal infrastructure such as hardware, network, and workstation configuration.
7. Enhancement Requests: Support requests that are determined to be enhancements to the base functionality of the supported application are not part of the annual fees and will be addressed according to the following process:
   (a) The requested enhancement will be quoted by CGI.
   (b) The estimate and costs will be presented to the Client for written approval before work begins. The costs associated with enhancement requests will be negotiated between Client and CGI.

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(c) Once approved by Client, the requested enhancement will be scheduled and a project plan will be developed and executed to implement the enhancement.

C. Custom Software Support Services

Support for custom developed systems may require CGI to maintain, to the greatest extent possible, a duplicate system to include software, custom software and system specific hardware devices at CGI. This will help ensure that problems identified by a Client can be readily duplicated and diagnosed.

D. Client Responsibilities

1. The Client will designate systems support coordinators (maximum two) to be the primary interface with CGI and the Client end user community for the purpose of problem identification, call tracking and resolution.
2. The Client will ensure that regular backups of software and data are performed.
3. The Client will provide a controlled/limited access modem and dial-up line or provide telnet access to the servers running CGI applications and its software vendor(s) products for enhanced support capabilities and more efficient problem diagnosis and troubleshooting.
4. Client will provide full cooperation in supplying a copy (or on-line access) to custom code, database schemas and other relevant data as well as updates.

E. Basic Support Services Reinstatement

Should the Client elect not to renew Basic Support Services for subsequent support period, the Client at any time after discontinuance of the Basic Support Services, may reinstate the Basic Support Services by accepting the then current version of software and paying 1) the then current software Basic Support Services fee, and 2) a reinstatement fee equal to the difference between the perpetual license fee for software and the then-current perpetual license fee for software.

CLIENT RESPONSIBILITIES

Client Personnel, Facilities and Resources. Client will provide CGI with timely access to appropriate Client personnel and will arrange for CGI personnel to have suitable and safe access to Client's facilities and systems. Client will also provide suitable office space and associated resources for CGI personnel working on-site, including all necessary computing and office support resources, and will undertake any other responsibilities described in the Statement of Work. A Statement of Work or its Project Plan will also specify any tasks or activities for which Client is responsible and, if applicable, those tasks or activities that will be performed jointly by Client and CGI.

Approvals and Information. Client will respond promptly to any CGI request to provide information, approvals, decisions or authorizations that are reasonably necessary for CGI to perform the Services in accordance with the Statement of Work. If neither the Statement of Work nor the associated Project Plan specifies a period for Client's response, CGI will specify a reasonable time period in the context of the project schedule. CGI's request may also describe the course of action CGI intends to follow if it does not receive a timely response from Client, which may include suspension of the

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affected Services. CGI will be entitled to follow the described course of action in the absence of a timely response from Client. Any subsequent change requested by Client will be subject to mutual agreement and may result in a Change Order.

Use and Verification. Client is responsible for the results of using the software, hardware, equipment, Services and Deliverables in its business operations. Client is also responsible for independent verification and testing of such results prior to using them in its business.

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Appendix A

Description of CGI Support Levels
For Basic Support Services

Level 1 Support

Level 1 support will be provided by CGI. Level 1 support will provide the initial contact with the client. CGI will receive and track all client calls to assure the collection of the appropriate problem information:

Typical problems Level 1 service may encounter include:

- Basic software setup
- Basic usage of the product
- Configuration of Drivers
- General software upgrade issues
- End-user support for training issues, etc.

Level 1 will escalate to Level 2 if the problem is either not readily solvable, solvable within prescribed guidelines or is rated a Severity 1 or 2 problems. Upon escalation, the call will be assigned to Level 2, but CGI will continue to be responsible for client contact and status.

Level 2 Support

Level 2 Support will be provided by CGI. Problems Level 2 may encompass include those beyond basic setup and usage issues. These may be bugs that CGI's software vendor(s) is or is not aware of and may need programming involvement and/or code changes to resolve. These problems may also be complex software upgrade issues, or client application issues, or core product issues that need to be researched, duplicated and tested in a support lab environment. If the problem is beyond known fixes, requires new software or drivers, or is not solved within prescribed guidelines, the call will be escalated to the next support level.

Level 3 support will be responsible for providing the solution and feedback to Level 2 support, who will continue to track the problem resolution and provide feedback to the Client.

Level 3 Support

Level 3 support is provided by the software vendor(s). This will be the first level of support from the CGI software vendor(s). The types of problems that are escalated to the software vendor support are problems, or bugs with one of the core software vendor products. Level 3 support will verify that the problem exists and can be duplicated in the support lab and determine if the root of the problem is with the core product or with the end-user application.

If the problem is determined to be with the application the software vendor(s) will inform CGI support staff and resolution responsibility will be returned to Level 2.

If the problem is determined to be in the core product, and a software patch/update is available that resolves the issue, the software vendor(s) will make the patch/update available for download by CGI or the client. If a patch is not available, the software vendor will escalate the problem to their engineering department. They will maintain direct communication with CGI concerning resolution status. Client contact will remain with CGI,

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Engineering Support

The software vendor(s) engineering department will provide the highest level of support required to solve the Client problem. They will be responsible for providing the appropriate solution within prescribed guidelines, issuing appropriate fixes or patches to clients and the overall revision control and maintenance process of released software.

If the problem is a Severity 1 issue (the system is down or unusable) a patch or software update will be developed as required by Engineering. Once the patch has been developed it will be tested by the software vendors support staff and made available for download by CGI

If the problem is not associated with a down system, the software vendors engineering department will provide a timeline for providing a software fix. The fix will be scheduled as a patch included in the next maintenance release, or included in the next minor or major release. The software vendors support staff will provide feedback and resolution status to CGI. CGI will be responsible for maintaining contact with the Client.

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Client Support Guidelines

Support Level	Support Provided By	Time to Respond	Escalate To
	CGI		Level 2
	CGI		Software Vendor Support Level 3
	Software Vendor		Software Vendor Engineering Staff

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Schedule B

ITEMIZATION OF SERVICES PROVIDED BY CGI TECHNOLOGIES AND SOLUTIONS INC.
WITH PAYMENT SCHEDULE

The following services will be provided by CGI to the County at the following flat price:

Type	Rate	Description				Units	Total Price
Services	annual	Maintenance and Support of the following County imaging applications: • Browser Based Application Front End • eDOCS Conversion Application • Backfile Conversion Application • SETS Interface Application				1 year	$51,233.00
Services	annual	Hyland OnBase software maintenance				1 year	$31,980.00
Licenses (subject to Client's agreement with the Hyland click-through End User License Agreement accompanying the licensed products)		Hyland Product Code	Hyland Product Description	Quantity			
		WTMPW1	Web Server		1		
		CTMPC1	Concurrent Client (1-100)		75		
		CTMPC1	Concurrent Client (1-100) associated through configuration settings to doc. pop only		25		
		CTMPC2	Concurrent Client (101-200) associated through configuration settings to doc. pop only		50		
		DPMPW1	Document Import Processor		1		
		ARMPI1	Archival API		1		
		APMPQ1	Query API (Initial 500 queries/hour)		1		
		OBMPW1	Multi-User Server		1		
							$83,213.00
					TOTAL....		$83,213.00

- Annual cost increases for custom application maintenance and support shall be determined by Consumer Price Index change (CPI – U, U.S. City Average, All Items, calculated annually on last quarter prior to the renewal date of this agreement)[1] or 5% whichever is less; unless the increase is a result of the third party software provider increasing its annual maintenance fees in which case this limitation will not apply.

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This is calculated by first determining the index point change between the two periods and then the percent change. The following example illustrates the computation of percent change:

CPI for current period	136.0
Less CPI for previous period	129.9
Equals index point change	6.1
Divided by previous period CPI	129.9
Equals	0.047
Result multiplied by 100	0.047 x 100
Equals percent change	4.7

And according to the following schedule:

Due Date	Basis of Payment		Amount of Payment
January 1, 2013	Maintenance and support service for both County imaging applications and Hyland Onbase software for the period from January 1, 2013 through December 31, 2013		$83,213.00