

**FIRST AMENDMENT TO AGREEMENT FOR SERVICES FOR THE
OHIO INTERNET CRIMES AGAINST CHILDREN TASK FORCE
AWARENESS CAMPAIGN**

This FIRST AMENDMENT (the "First Amendment") to the AGREEMENT FOR SERVICES FOR THE OHIO INTERNET CRIMES AGAINST CHILDREN TASK FORCE AWARENESS CAMPAIGN (the "Agreement"), is hereby made by and between the CUYAHOGA COUNTY, OHIO, (the "County") and EPIPHANY MANAGEMENT GROUP LLC, formerly known as MINDGRAB MEDIA LLC (the "Company"), on this 8 day of April, 2011.

WHEREAS, on April 8, 2010 the County and the Company entered into the Agreement for services whereby the Company agreed create an interactive phone application ("Application") for various technologies that would provide users access to information concerning sexual predators (as more fully described in the Agreement);

WHEREAS, the parties have agreed to modify the scope of services under the Agreement to omit the requirement that Company develop and design an Application for Smartphone users and a Smartphone Mobile Website, and to grant the Company additional time to complete the services, and to adjust the contract amount to reflect a credit for the services omitted and to include unanticipated travel expenses.

NOW THEREFORE, in consideration of the promises and of the mutual covenants and agreements set forth, and for other good and valuable consideration, the County and Company agree to amend the Agreement as follows:

Section 1. Capitalized Terms. Capitalized terms in this First Amendment shall have the same meaning as those in the Agreement unless otherwise defined herein or unless another meaning is indicated by the context.

Section 2. Amendment to the Agreement. The County and the Company agree to amend the Agreement as follows:

- a. Section 1 "Scope of Work; Services", is amended by deleting any reference to the Company's obligation to develop and design an Application for the Smartphone that can be downloaded by Smartphone users.
- b. Section 2 "Term", is amended by replacing the date "October 8, 2010" with "June 30, 2011".

- c. The first sentence of Section 3 "Compensation", is deleted and replaced by the following: "Company shall provide those Services described in Exhibit "A", with the exception of the obligation to develop and design a Smartphone Mobile Website, at the prices quoted therein in a total amount not-to-exceed \$19,500, which reflects a reduction of \$3,500 from the original contract amount of \$23,000, plus \$530.70 for travel expenses, for a revised total contract amount of \$20,030.70."

Section 3. Other Provisions. All other terms and provisions of the Agreement which are not expressly modified in this First Amendment shall remain in full force and effect.

Section 4. Multiple Counterparts. This First Amendment may be executed in counterparts, all of which when taken together shall constitute one and the same original instrument.

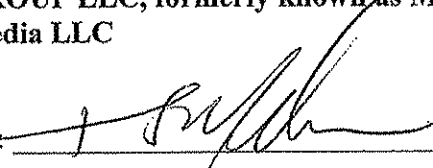
Section 5. Severability. If, and only to the extent that, any provision of this First Amendment is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, it being the intent and agreement of the parties that this First Amendment shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent. If that is not possible, another provision that is legal and enforceable and achieves the same objective shall be substituted. If the remainder of this First Amendment is not affected by such declaration or finding and is capable of substantial performance, then the remainder shall be enforced to the extent permitted by law.

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

CUYAHOGA COUNTY:

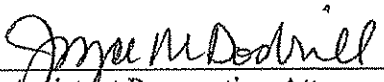
By: X 
Edward FitzGerald, County Executive

**COMPANY: EPIPHANY MANAGEMENT
GROUP LLC, formerly known as MindGrab
Media LLC**

By: 
Title: COO

The legal form of this First Amendment
to the Agreement is hereby approved.

WILLIAM D. MASON
CUYAHOGA COUNTY PROSECUTOR

By: 
Assistant Prosecuting Attorney