

CONTRACT
by and between
Cuyahoga County, Ohio
and
CGI Technologies and Solutions Inc.

THIS AGREEMENT (the "Contract"), is made and entered into this 23rd day of December 2010 by and between Cuyahoga County, Ohio 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 offices at 88, East Broad Street, Suite 1570 Columbus, Ohio 43215; and shall become binding upon its signing by the Cuyahoga County Executive (the "Effective Date").

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; and

WHEREAS, CGI is an authorized provider of maintenance of Hyland Onbase software under Hyland State Term Schedule number 533272-3; 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 the State Term Schedule referenced herein and as further supplemented 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 software and Hyland software maintenance being provided under this Contract, and the Kofax maintenance component of CSEA's document imaging system being provided under a separate agreement between the County and CGI. A more detailed description of the support and custom development services covered under this Contract is contained in the Statement of Works attached hereto as Schedule A, Schedule B, and Schedule C which are incorporated by reference herein.

1.2 **Term.** The initial term of this Contract shall commence as of January 1, 2011; 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. **(01/01/2011 through 12/31/2011)**

ARTICLE II - SCOPE OF WORK

2.1 **Rendering of Services.** CGI hereby agrees to render the services identified in Article 1.1 and the Statement of Work, at a **total price which shall in no event exceed the amount of Ninety Thousand Eight Hundred Forty Dollars and Zero Cents (\$90,840.00).**

ARTICLE III - PAYMENT AND INVOICING

3.1 **Payment.** During the term of this Contract, the County shall pay CGI for the services rendered, or to be rendered, to Cuyahoga County at the rate(s) authorized and set by the State Term Schedule Numbers

534233 and 533272-3; and, in effect as of January 1, 2011 and in accordance with the fees further identified in the attached Schedule D.

3.2 Invoicing. CGI shall invoice the County for services rendered, or to be rendered, hereunder; payment shall be made upon receipt of invoice for the fees set forth in Schedule D. Said invoice shall describe, on a line item basis, the services rendered, or to be rendered, and such other information as may be reasonably requested by the County. CGI shall submit original invoice(s) to the following address:

Cuyahoga Support Enforcement Agency
ATTN: Mr. Richard Weiler
P. O. Box 93318
Cleveland, OH 44101-5318

ARTICLE IV - INDEMNITIES AND WARRANTIES

4.1 Indemnities and Warranties. All provisions relating to indemnities and warranties contained in the State Term Schedule contract shall inure to the benefit of Cuyahoga County. For avoidance of doubt, the following provisions do not apply to Basic Support Services as defined in Schedule A, and the Professional Services as defined in Schedule B and Schedule C:

- State Term Schedule 534233: Sections 7.2, 7.3.

ARTICLE V - SOFTWARE AND OWNERSHIP RIGHTS

5.1 Title to Software. Except to the extent otherwise expressly provided in State Term Schedule numbers 534233 and 533272-3, 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, shall be considered as a work made for hire, and is and shall remain the property of the County. The County hereby grants CGI a royalty free perpetual license to copy, use, sub-license and modify the Software. A copy of custom software developed shall be provided in a decrypted, open and modifiable format, together with any proprietary compiler used to translate the source code to machine code if the County does not already have the compiler.

Should any pre-existing, proprietary software be used in the software system covered hereunder, and except to the extent otherwise expressly provided in State Term Schedule numbers 534233 and 533272-3, 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, to the extent required under the applicable State Term Schedule.

5.2 Confidentiality of Data. All data and other records, including data and records of the State of Ohio ("State") clients entered into any database, files, and data stores of the County or other agencies of the State or supplied to CGI by the County or the State are and shall remain the sole property of the County and the State. 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 D, shall require an additional appropriation of funds; approval of the Automatic Data Processing Board (O.R.C. Sect. 307.84 et seq.); and, approval of the Cuyahoga County Executive. CGI will not perform tasks outside the Statement of Works (Schedule A, Schedule B and Schedule C) 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, subgrantees, agents or assigns, agrees 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:

Schedule A: Statement of Work / Support Levels

Schedule B: Statement of Work/ Enhancement

Schedule C: Statement of Work/Enhancement

Schedule D: Itemization of Services to be provided with Payment Schedule

9.2 Compliance with Digital Imaging and Electronic Record Standards. CGI is aware that the system supported under this Agreement will be used to electronically store data previously stored on paper; and CGI warrants that CGI modifications to the system as a result of CGI's maintenance of the system will not cause the system to fail to comply with all digital imaging and electronic records standards in effect upon the Effective Date of this Agreement, so that the admissibility of such records in all judicial, administrative and auditing proceedings will be preserved. CGI will also provide defect corrections in order to maintain the system in compliance with all digital imaging and electronic records standards, as such standards are in effect as of the Effective Date. "Defect" means an error in the software that prevents it from functioning per the agreed upon system design requirements/enhancement requests. CGI further expressly warrants that the support of the system will not cause the system to fail to comply with the Federal and State laws and regulations applicable to the County in effect upon the Effective Date of this Agreement, including but not limited to, the Electronic Signatures in Global and National Commerce Act of 2000 (S.761); the U.S. Department of Health and Human Services Regulations contained in 21 CFR Part 11; the Ohio Electronic Records and Signatures Act of 2000 (Sub. H.B. 488) O.R.C. §1306.01 et seq.; Ohio Supt. Rules 26 and 27, and the relevant digital record requirements of the Ohio Rules of Evidence. Should there be changes to such standards and Federal and State laws and regulations such changes will be addressed by the parties as part of Section VI, Change Orders and Approval Process or under a separate services agreement.

9.3 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.

9.4 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 Support Enforcement Agency
ATTN: Mr. Richard Weiler
P. O. Box 93318
Cleveland, OH 44101-5318

In the case of CGI :

CGI Technologies and Solutions Inc.
ATTN: Nola Haug
88 East Broad Street, Suite 1570
Columbus, Ohio 43215

CGI Technologies and Solutions Inc.
11325 Random Hills Road
Fairfax, Virginia 22030
Attention: Office of General Counsel

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.

9.5 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.

9.6 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 Contract, without the expressed written approval of the 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.

9.7 Contract Processing. CGI shall submit four (4) original contractual agreements with original signatures to the following:

Cuyahoga County Information Services Center
ATTN: Dorothy Sievers
1255 Euclid Avenue, 4th Floor
Cleveland, Ohio 44115

9.8 Commencement of Contract Performance. In order to protect the interest of Cuyahoga County this Contract must be executed by the Cuyahoga County Executive 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 the Cuyahoga County Executive, the same will be provided at CGI's risk, and payment therefore cannot, and will not, be made unless and until this Agreement is approved by the Cuyahoga County Executive. Upon approval by the County Executive 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. This Section replaces the provisions entitled "NON-APPROPRIATION OF FUNDS" and "OBM CERTIFICATION" in the State Term Contract.

9.9 Priority of Provisions. All terms of the State Term Contract or any Federal GSA Supply Schedule Contract, upon which this Contract is based, shall remain in full force and effect except to the extent expressly modified herein. In interpreting and applying provisions of the State Term Contract or Federal GSA Contract, the term "County" shall be substituted for "State" or Federal Government whenever the State Term Contract or Federal GSA Contract intends to confer a benefit upon the State or Federal Government. To the extent the State Term Contract or Federal GSA Contract are not modified herein, they are incorporated herein as if fully rewritten. In resolving conflicts between this Contract, the State Term Contract or Federal GSA Contract, the provisions of this Contract and its schedules shall prevail over any conflicting State Term Contract provision and its schedules; and, the State Term Contract and its schedules shall prevail over any conflicting Federal GSA Contract or schedules. The Schedules attached hereto shall not modify the terms and conditions of this Contract, and shall not contain charges for any goods or services not authorized for sale to the County under the State Term Schedule.

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.

COUNTY EXECUTIVE

CGI Technologies and Solutions Inc

CUYAHOGA COUNTY, OHIO

BY: Nolan Hany

BY: X EE

Fed. TIN# [REDACTED]

CGI Inc
President