

## AGREEMENT

The following Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, between TAC Computer, Inc , an Ohio corporation with its principal office at 7603 First Place Unit B-10, Oakwood Village, Cuyahoga County, Ohio 44146, doing business as the Ohio Law Enforcement Network (OLEN) and the Cuyahoga County Sheriff Office, Northeast Ohio Fusion Center located at 1300 Ontario St. Suite 935, Cleveland, Ohio 44113, ("member").

The parties agree to and understand the following:

- OLEN operates a Data Center consisting of certain databases of information relating to information provided by its members, to include, but is not limited to arrest information, jail booking information; criminal activity; and other statistical data that is member- generated
- All information and data provided by OLEN members is strictly for the use of Law Enforcement agencies and other criminal justices agencies who are members of OLEN
- OLEN membership will only be made available to law enforcement agencies, courts, prosecutors, and other government agencies

**I. DEFINITIONS:**

For the purposes of this Agreement, the following terms have the following meaning(s):

- A. OLEN shall mean the Ohio Law Enforcement Network, its designated representatives, and any authorized third parties. Ohio Law Enforcement Network is a registered trade name of T A C Computer, Inc , an Ohio Corporation, and IS NOT a government agency
- B. DATA shall mean and include all records and/or information within the OLEN Data Center either received from any OLEN members or submitted by individual OLEN members, and shall include, but not limited to, information related to arrest records, jail records, crime information, and such other information that may be received from the Members. Data shall consist of both public and non-public information, as defined by Ohio law.
- C. DATA CENTER shall mean and include all systems, computers, programs, hardware, software, and any peripheral systems utilized by OLEN for the purposes of, but shall not be

limited to, collecting, converting, maintaining, formatting,  
storing, and/or providing access to the Data

D INQUIRIES and INQUIRY shall mean and include electronic  
or other methods of accessing, searching, querying, or  
retrieving records or information contained in the data, either on  
an individual transactional basis or otherwise

## **II. ACCESS AND USE:**

OLEN hereby grants to its MEMBERS, as further provided herein, a  
MEMBERSHIP LICENSE to access the Data Center, Data and to use  
OLEN provided software during the term of and in accordance with  
this Agreement

## **III. COMPUTERS AND SOFTWARE:**

OLEN shall make available for the use of Members, under the terms  
of this Agreement, certain software and an access-drive as may be  
required to enable the individual Members to submit Data to and/or  
access Data from the Data Center

## **IV. SOFTWARE RIGHTS**

OLEN shall retain all ownership rights, including intellectual property  
rights and other rights, in and to any software provided to Member

under this Agreement and such ownership rights shall survive the termination of this Agreement.

#### **V. COMPENSATION**

Member shall pay OLEN a start-up/installation fee of \$3,845 00 and a 24 month membership fee of \$7,200 00 (\$300.00/month) totaling \$11,045 00 for in station service. Thereafter, OLEN shall invoice Member annually and such membership fee shall be payable by Member within thirty (30) days from the receipt of the invoice

#### **VI. OLEN RESPONSIBILITIES**

OLEN shall have the following responsibilities under this Agreement:

- A. OLEN shall provide to Member remote online access to a secured and encrypted Data Center and shall assign each Member a secured password code necessary to access the Data Center.
- B. OLEN shall provide to Member a PC-based software application and access- device designed to allow Member to collect, access, transmit, and/or maintain Data to and from the Data Center
- C. OLEN shall provide to Member installation support as needed and in a mutually agreed upon Member in order to assist with the loading and set-up of OLEN provided Software and the access-devise.

- D. OLEN shall provide to Member reasonable technical support for the use of the Software and access-devise.
- E OLEN shall use reasonable efforts to operate the Data Center and to make available on a twenty-four (24) hour basis in accordance with this Agreement.
- F. OLEN shall use reasonable efforts to set-up, program, automate, and secure the Data Center and Computer hardware owned by OLEN to permit Member to transfer and receive Data to and from the Data Center
- G OLEN shall provide to Member the above mentioned access to the Data Center upon receiving the initial load of Data from Member and upon receiving the initial payment in accordance with the terms of this Agreement.
- H OLEN shall not make data received from its member agencies available to any other person or entity, to include a government agency, not a member of OLEN, without the prior written consent of the specific member agency

## **VII. MEMBER RESPONSIBILITIES**

Member shall have the following responsibilities under this Agreement:

- A Member shall access and use the Data and Data Center for its internal purposes only and shall not make the Data or Data Center available to third parties or non-members of OLEN without the prior written consent of OLEN.
- B Member shall allow OLEN access during all reasonable times to its facilities for the purpose of technical support, extraction of Data, programming, set-up and maintenance of computer equipment, and for any other purposes related to carrying out its responsibilities under this Agreement.
- C Member shall submit complete Data to the computer or Data Center on a daily basis in conformity with OLEN standards and shall cooperate with OLEN on the automation of that purpose.
- D Member shall use all reasonable measures to protect its computers, Data and Data Center from unauthorized access from the Member's facilities.
- E Member shall not demonstrate or allow access to the OLEN system, its software, hardware, or other peripheral equipment, to any non-OLEN member, to include Governmental agencies, without the express written consent of OLEN

## **VIII. DATA**

Member agrees that it shall have no ownership right to Data provided by any other Member.

#### **IX. NON-WARRANTY**

Neither OLEN nor Member makes any representations or warranties of any kind with respect to the Data, Data Center, Computer hardware, Software, access-devices, or systems, including but not limited to the warranties of fitness for a particular purpose or merchantability, OLEN assumes no responsibility with respect to the use of the Data, Data Center, Computer hardware, software or systems made available by OLEN. Member agrees that OLEN shall not be liable for any special, incidental, indirect, punitive or consequential damages arising out of the subject of this Agreement.

#### **X. TERM**

The initial term of this Agreement shall be for a period of Twenty-four (24) months for the period starting April 1, 2011 to March 31, 2013.

## **XI. GENERAL**


This Agreement is the complete agreement between the parties relating to the subject matter herein and supersedes any and all understandings, writings, proposals, representations and communications, both written and oral. This Agreement may be amended only by written instrument signed by both parties. This Agreement shall be construed and interpreted under the laws of the State of Ohio.



T.A.C. Computer, Inc.  
Doing Business as: Ohio Law Enforcement Network

  
\_\_\_\_\_  
Thomas Craven, President of T A C Computer, Inc

Cuyahoga County:

X   
\_\_\_\_\_  
Edward FitzGerald, Cuyahoga County Executive