SYMPRO SOFTWARE MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT ("Agreement") is being entered into this 1st day of September, 2011, between SymPro, Inc., a California corporation, (hereinafter referred to as SymPro) having its principle office at 2200 Powell St., Suite 1170, Emeryville, California 94608, and Cuyahoga County, an Ohio county ("Licensee"), having its principle office at 1219 Ontario Street, Room 5, Cleveland, Ohio 44113.

PRELIMINARY STATEMENT

SymPro has designed and developed a software program known as the <u>SymPro Treasury Management Software</u>, which consists of computer software programs in machine-readable form and related user documentation. Such materials are referred to as the "Software".

Client has an existing License Agreement executed by the parties granting Client a personal, nontransferable, non-exclusive limited right and license to use such Software.

SymPro AND CLIENT MUTUALLY AGREE AS FOLLOWS:

Section 1.   Software Maintenance

1.1.   For so long as this Maintenance Agreement remains in force, SymPro shall provide to Client all modifications and enhancements to the Software in the form of fixes and further releases that SymPro makes generally available to all end-users. Such modifications shall be released at least once each year. SymPro reserves the option to require the payment of an additional fee if substantial additional functions or improved performance are provided.

1.2.   Such modifications, when delivered, shall become part of the Software, shall be maintained in accordance with this Agreement, and shall otherwise be subject to all of the terms of the License Agreement.

Section 2.   Error Correction

SymPro shall correct, within a reasonable period of time, any material, reproducible error or malfunction in the System. SymPro agrees to commence correction as soon as reasonably possible after such error or malfunction is detected. If SymPro, in its discretion, requests written verification of an error or malfunction discovered by Client, Client shall immediately provide such verification, by facsimile or mail, setting forth in detail the respects in which the System fails to perform. An error or malfunction shall be "material" if it represents a nonconformity with SymPro's current published specifications for the System. SymPro shall determine if the reported error or malfunction interferes with the client's utilization of the Software.

Section 3.   Telephone Support

SymPro shall, during its normal business hours (exclusive of holidays), which are 8AM to 5PM Pacific Time, make telephone support available to any of the Client's authorized users within the number limit set in Exhibit "B" of their SymPro Software License Agreement.

Section 4.   **Other Modifications**

Client may at any time request that SymPro make additional modifications to the System to add functions or improve performance. SymPro shall, within thirty (30) days after receiving Client's request in writing, take one of the following actions, in its sole discretion:

A. Notify Client that SymPro has determined that the modification would be of sufficient general interest to that SymPro intends to provide such modification as part of its regular maintenance service at some future time. Such notice shall specify an estimated date on which the modification may be available. Client will have the option to wait for the regular maintenance release or to request an estimate of the costs for custom modification to be made available to the Client.

B. Notify Client that SymPro has determined that the modification will be undertaken only on an individual custom basis and provide Client with a written estimate of the charges for performing such modification. If Client accepts SymPro's proposal by written notice, SymPro agrees to perform the modification for the estimated costs and for any required travel on a prepaid basis. Client acknowledges that SymPro may impose additional charges, calculated at its then current rates, for work performed to accommodate revisions to the request for modification if such revisions are requested by Client after Client accepts the estimate.

Section 5.   **Delivery**

In order to satisfy any delivery obligation hereunder, SymPro may send Client in magnetic form, a single copy of any modification, error correction, fix, or release to the Software provided pursuant to this Agreement, together with instructions for Client's installation and implementation thereof.

Section 6.   **Fees**

6.1.   Client shall pay SymPro a fee as set forth in Exhibit "A" attached hereto and incorporated herein ("Annual Maintenance Fees"). To renew the Maintenance Agreement, fees shall be due and payable on or before the termination date of the current Maintenance Agreement.

6.2.   The Annual Maintenance Charges may be reset by SymPro on an annual basis at then-current rates and SymPro will provide Client 90 days prior written notice of any increase.

6.3.   If applicable to the Client, Client agrees to pay when due (or, if necessary, reimburse SymPro for) any applicable sales, use, property, excise, and other similar taxes. Client agrees to submit to SymPro certification of Client's tax-exempt status as a local governmental entity.

Section 7.   **Ownership**

The modifications to the Software, including all intellectual property rights associated therewith, made or provided by SymPro pursuant to this Agreement, whether alone or with any contribution from Client or its personnel, shall be owned exclusively by SymPro. Client shall

maintain and enforce agreements and policies with its personnel sufficient to give effect to the provisions of this Section.

Section 8.   **Limited Warranty**

As SymPro's sole responsibility and Client's exclusive remedy in the event of any material failure to meet such standard, SymPro shall make a reasonable effort to remedy any resulting discrepancies. Any claim based on the foregoing warranty must by submitted in writing in accordance with SymPro's standard reporting procedures, as set forth in exhibit C. EXCEPT AS EXPRESLY SET FORTH IN THIS AGREEMENT, SYMPRO MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ITS SERVICES, THE SYSTEM, THE DESIGN OR CONDITION OF THE EQUIPMENT OR ANY PROGRAMMING, OR ANY OUTPUT BASED ON USE OF THE SYSTEM. SYMPRO SPECIFICALLY DISCLAIMS, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Section 9.   **Term**

9.1. This Agreement shall commence annually on the on the date SymPro's original warranty went into effect as set forth at the end of this Agreement. Unless sooner terminated in accordance with this Section, this Agreement shall continue in effect for one (1) year and thereafter shall renew for successive renewal terms of one (1) year each upon written notice to SymPro, unless and until either party elects to terminate this Agreement upon expiration of the term (either initial or renewal) then in effect by giving notice of its intention at least thirty (30) days prior to the date of such expiration.

9.2. In addition to its termination rights set forth in Section 9.1 hereof, SymPro may terminate this Agreement by giving written notice of termination to Client upon the occurrence of any of the following events:

A.   Client defaults in the performance of any material requirement or obligation created by this Agreement, the System License Agreement, the Professional Services Agreement, or the License Agreement.

B.   Client fails to make any payment to SymPro within fifteen (15) days of its due date, whether under this Agreement, or the License Agreement;

C.   Client ceases doing business;

D.   Client is the subject of any state or federal bankruptcy, insolvency, or similar proceeding, becomes insolvent, or makes an assignment for the benefit of creditors.

9.3. Upon and after any termination of this Agreement, neither Client nor its receivers, trustees, assigns, or other representatives shall, in advertising or otherwise, use or display any of SymPro's trademarks or any name, mark, or logo that is the same as or similar to SymPro's trademarks, or represent itself to be a licensee of SymPro, or in any way identify itself with SymPro.

3

9.4.   No termination of this Agreement shall release Client from any obligation to pay SymPro any amount that has accrued or become payable at or prior to the date of termination.

9.5.   All communications from Client relating to the termination of this Agreement shall be directed to SymPro at the address indicated on the first page of this Agreement. No sales person or field representative of SymPro shall be authorized to act or make any commitment for SymPro except pursuant to written instructions made and signed by a duly appointed officer of SymPro.

9.6.   If this Agreement is terminated, Licensor acknowledges Licensee's right to the perpetual use of the Software pursuant to the SymPro Software License Agreement between Client and SymPro.

Section 10.   Delays

The date on which SymPro's obligations are required to be fulfilled will be extended for a period equal to the time lost by reason of any delay arising directly or indirectly from (1) acts of God, unforeseeable circumstances, acts (including a delay or failure to act) of any governmental authority (de jure or de facto), war (declared or undeclared), riot, revolution, priorities, earthquakes, fires, floods, strikes, labor disputes, sabotage, or epidemics; (2) inability due to causes beyond SymPro's reasonable control to timely obtain instructions or information from Client, necessary and proper labor, materials, components, facilities, or transportation; or (3) any other cause beyond SymPro's reasonable control. The foregoing extension will apply even though such cause(s) may occur after SymPro's performance of its obligations has been delayed for other causes.

Section 11.   Governmental Authorizations

Client will be responsible for timely obtaining all required authorizations. SymPro will not be liable if any authorization is delayed, denied, revoked, restricted, or not renewed and Client will not be relieved thereby of its obligations to pay SymPro for amounts due.

Section 13.   Notices

Any notice to either party required or permitted hereunder shall be sufficiently given only when provided in writing, and either personally delivered or sent via certified or registered mail to the authorized persons indicated herein. Client shall promptly give SymPro notice of any address change. The persons and their addresses having the authority to give and receive notices under this Agreement include the following:

Licensee
Cuyahoga County Treasurer's Office
c/o Paul Ellis, Cash Manager
1219 Ontario St. Room 5
Cleveland, OH 44113

Licensor
SymPro, Inc.
Client Services Manager
2200 Powell Street, 11th Floor
Emeryville, California 94608

Section 14.   Miscellaneous

14.1   A failure by either party to enforce any right under this Agreement shall not at any time constitute a waiver of such right or any other right, and shall not modify the rights or obligations of either party under this Agreement.

4

14.2   No assignment or transfer of any interest in this Agreement may be made by Client without the prior written consent of SymPro (which consent may be withheld in SymPro's sole and absolute discretion). SymPro may freely assign any interest and/or obligations under this Agreement and will provide Client with thirty (30) days written notice of any such assignment.

14.3   The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision, the remaining provisions being deemed to continue in full force and effect.

14.4   This Agreement shall be governed by and construed under the laws of the State of California. Venue for any action arising out of or in connection with this Agreement shall be in Alameda County, California.

14.5   This Agreement is the entire agreement of the parties, and supersedes all prior agreements and communications, whether oral or in writing, between the parties with respect to the subject matter of this Agreement. No amendment or modification of this Agreement shall be effective unless made in writing and signed by SymPro and Client.

BY EXECUTION HEREOF, the person signing for Client below certifies that he/she has read this Agreement and that he/she is duly authorized to execute this Agreement on behalf of Client.

Beginning Date of Initial Warranty: September 1, 1997

Term of this Agreement: September 1, 2011 through August 31, 2012

By: _____

Its: Director of Finance

"SymPro, Inc."

Edward FitzGerald, County Executive

By: _____
2011-11-10 14:18:30

Its: County Executive
Cuyahoga County

"CLIENT"

5

EXHIBIT "A"

Annual Maintenance Fees:

Single User System Manager (1 User)
7 CUSIP Versions Fixed Income Module

Total: $3276

EXHIBIT "B"

Software Modules for Cuyahoga County:

Fixed Income Module
7 CUSIP Versions (added as of September 1, 2001)
Single User System Manager for 1 Authorized User

EXHIBIT "C"

Annual Support and Maintenance Plan
Our Support and Maintenance Plan is available on an annual basis for the installed modules listed in Exhibit "B". Services provided include:

- Priority service from technical support representatives
- Access to all SymPro versions released within the year
- Shipment of Software and documentation upgrades
- Access to the SymPro Internet Site for Support (www.sympro.com)
- Annual SymPro Users Training Conference attendance.

Tele-consultation
SymPro provides unlimited telephone support in the following areas:
Loading and configuring of SymPro Software
Operational Questions, including standard SymPro reports
Data entry support for all investment types supported within SymPro, including:
- Certificates of Deposits
- Negotiable Certificates of Deposits
- Checking Accounts
- Commercial Paper
- Medium Term Notes
- Commercial Paper Discount
- United States Treasury Issues, Coupon & Discount
- Federal Agency Issues, Coupon & Discount
- GNMA, Pass Through
- Bankers Acceptances
- Corporate Bonds
- Rolling Repurchase Agreements

Tele-consultation is provided during normal business hours (6:30AM TO 5:00PM - Pacific Time) Monday through Friday for questions dealing with the operations of the Licensed Software as listed in Exhibit B on supported hardware as listed in Exhibit A. Support issues may be reported via voicemail (510-655-0900 Selection 2), fax (510-655-4064), or email (support@sympro.com) 24 hours a day. Answers to "Frequently Asked Questions" are available at www.sympro.com, 24 hours a day. The resolution of some issues may require that Licensee provide SymPro with a copy of Licensee's data. Licensee agrees to provide SymPro with a copy of their data for the purpose of resolving Licensee's issue and SymPro agrees to maintain full confidentiality of any required data and will use it only for the resolution of the Licensee's issue.

Not Included
Consulting on issues concerning investment accounting matters, specific financial or investment matters, research on investments not supported within the Licensed Software, or data entry for investments not supported in the Licensed Software system are not included.

7