

CONTRACT
MAINTENANCE AGREEMENT

by and between

CUYAHOGA COUNTY, OHIO

and

Oce North American, Inc.

THIS CONTRACT is made and entered into this _____ day of _____, 2011 by and between Cuyahoga County, Ohio (the "County"), on behalf of the Department of Sanitary Engineering, and Oce North American, Inc. ("Oce"), an Illinois Corporation, having principal place of business at 5450 North Cumberland Avenue, Chicago, IL 60656.

WHEREAS, the County has a present need for renewal of maintenance service of Oce Scanning System used by the Department of Sanitary Engineering; and

WHEREAS, Oce's maintenance services are available under existing State Term Schedule number 533371-3 and the County desires to avail itself of such services of Oce; and

WHEREAS, Oce is willing to provide such service to the County all upon the terms and conditions set forth herein.

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

ARTICLE I – AGREEMENT AND TERM

- 1.1 Scope of Agreement. During the term of this Contract, Oce shall provide the County with maintenance services on the Oce scanners as listed in the Oce Quote 707542 attached hereto and incorporated by reference herein as Schedule A.
- 1.2 Term. The term of this Contract shall commence as of 11/01/11; and, unless earlier terminated in accordance with the provisions of this Contract, shall continue in effect for a period of two year from commencement date. **(11/01/11 through 10/31/13)**. The cost of this Contact shall not exceed Four Thousand Nine Hundred Eight Dollars and Seventy Two Cents. **(\$4,908.72 or \$2,454.36 per year)**.

ARTICLE II - ADDITIONAL MAINTENANCE SERVICE

- 2.1 At the request of the County and with the consent of Oee, Oee may also provide technical, operational or other assistance on a consulting basis to the County in excess of the scope of service included but such services would require an amendment to the annual Maintenance and Support Services Agreement between the County and Oee under a separate and existing contract.

ARTICLE III - PAYMENT AND INVOICING

- 3.1 Payment During the term of this contract, the County shall pay the costs associated with the maintenance and support agreement upon receipt of said invoice from Oee.
- 3.2 Invoicing Oee shall invoice the County for the maintenance and support agreement upon execution of this agreement. Oee shall submit original invoice(s) to the following address:

Cuyahoga County Information Services Center
Business Department
1555 Euclid Avenue, 4th floor
Cleveland, Ohio 44115

ARTICLE IV - INDEMNITIES AND LIABILITIES

- 4.1 Subcontracting This Contract was awarded to Oee based upon Oee unique qualifications and skills and no task required to be performed under this contract by Oee shall be subcontracted to third parties without the express written consent of Cuyahoga County.
- 4.2 Indemnification Oee shall agree to indemnify and save the County of Cuyahoga, Ohio harmless from suits or actions of every nature and description brought against the County for or on account of any injuries (including death) to persons or damages to real or tangible property to the extent caused by an act of Oee, its' servants or agents that arises out of the performance of the service rendered by Oee.
- 4.3 Condition Precedent to Indemnification The indemnities in Article IV are conditioned upon the County providing Oee prompt written notice of the claim, allegation or action for which indemnification is sought together with full information and reasonable cooperation and full opportunities to control the response thereto and the defense thereof.
- 4.4 Indemnification for Infringement Oee warrants that the County will have the full right to use the work product delivered to County and that it will not infringe upon the rights of any third party. In the event a claim is made against County for infringement, Oee will defend the claim on County's behalf and indemnify and hold County harmless from all financial liability (including legal fees) provided:
- (a) Oee is promptly notified in writing;
 - (b) Oee is given control of the defense and settlement of the matter;
 - (c) County cooperates with Oee; and

(d) the claims shall not have arisen due to County's negligent or improper acts

ARTICLE V. DISPUTE RESOLUTION AND TERMINATION

5.1 Dispute Resolution

a) In the event of any dispute or disagreement between Oee and the County, either with respect to the interpretation of any provision of this Contract or with respect to the performance by Oee 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.

5.2 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. Oee, however, shall be paid for all services and/or materials provided on or prior to the date of termination.

- 5.3 Termination for Financial Instability. In the event that Oee 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 Oee 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 VI. MISCELLANEOUS

- 6.1 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 County Information Services Center
ATTN: Jeff Mowry
1255 Euclid Avenue, 4th Floor
Cleveland, Ohio 44115

In the case of Oee:

Oee North America, Inc.
5450 North Cumberland Avenue
Chicago, IL 60656

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.

- 6.2 Severability. If, and only to the extent that, any provision of this Contract 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 Contract 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 Contract 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.
- 6.3 Waiver. No delay or omission by either party in the exercise of any right or power shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties of any of the covenants, conditions or agreements to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained. No

change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized representative of the party against which such change, waiver, or discharge is sought to be enforced.

6.4 Survival of Terms Termination or expiration of this Contract for any reason shall not release either party from any liabilities or obligations set forth in this Contract which (i) the parties have expressly agreed shall survive any such termination or expiration, or (ii) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

6.5 Headings and Interpretation The article and section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof.

6.6 Governing Law This Contract shall be subject to interpretation under the laws of the State of Ohio.

6.7 Social Security Act Oec shall be and remain an independent Oec with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any Local, State or Federal Law which are measured by the wages, salaries, or other remuneration paid to persons employed by the Oec for work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by and duly authorized State or Federal officials, and said Oec also agrees to indemnify and save harmless Cuyahoga County from such contributions or taxes or liability.

6.8 Assignment Oec shall not assign, transfer, convey or otherwise dispose of this Contract or its right to execute it, or its right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Contract without approval of Cuyahoga County by resolution.

6.9 Contract Processing Oec shall submit only (1) original contractual agreements with original signatures to the following:

Cuyahoga County Information Services Center
ATTN: Business Department
1,55 Euclid Avenue, 4th Floor
Cleveland, Ohio 44115

6.10 Commencement of Contract Performance In order to protect the interest of Cuyahoga County this contract must be executed by 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 Oec prior to the execution of this agreement by Cuyahoga County, the same will be provided at Oec's risk and payment therefore cannot, and will not, be made.

unless and until this agreement is approved by 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.

- 6.11 Entire Agreement and Modification. This Contract, including any Schedules and documents referred to in this Contract or attached hereto, each of which is incorporated herein, constitutes the entire and exclusive statement of the agreement between the parties with respect to its subject matter and there are no oral or written representations, understandings or agreements relating to this Contract which are not fully expressed herein. The parties agree that any other terms or conditions included in any quotes, acknowledgments, bills of lading or other forms utilized or exchanged by the parties shall not be incorporated herein or be binding unless expressly agreed upon in writing by authorized representatives of the parties. No modification, change or amendment hereof shall be valid unless such is in writing and signed by the authorized representative of the party against which such modification, change or amendment is sought to be enforced.

ARTICLE VII- ADHERENCE TO ELECTRONIC SIGNATURE POLICY OF COUNTY

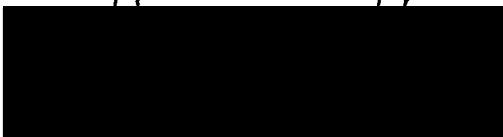
- 7.1. By entering into this Contract, Oee, Inc, its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring county signatures may be executed by electronic means, and that the electronic signatures 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.
- 7.2 Oee, Inc. 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.

THIS AGREEMENT 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.

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

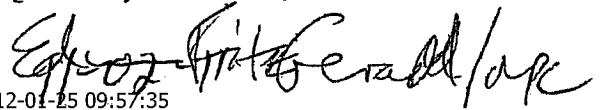
Oee North America, Inc

BY:



Cuyahoga County, Ohio County Executive

BY: 2012-01-25 09:57:35



Edward FitzGerald, County Executive



Océ North America a Canon Group Company
Maintenance Agreement Renewal

Quote Issued:
October 27, 2011

Agreement Coverage from 11/1/2011 to 10/31/2013

Schedule A

2 Year Fixed Quote - Annual billing

Bill to: 514498
Cuyahoga County Information Service
1255 Euclid Ave
Cleveland, OH 44115

Install: 505075
Cuyahoga County Sanitary
6100 W Canal Rd
Valley View, OH 44125

| Model | Serial | Config | Contract | Description | Annual Allowance | Excess Rate | Annual Maintenance Cost |
|----------|-----------|--------|----------|---|------------------|-------------|-------------------------|
| TCS522NA | 552001376 | 437554 | 707542 | Océ TCS500 Color Printer w/2 Rolls | N/A | N/A | \$1,063.56 |
| 9713088 | | 437554 | 707542 | 2 HelpDesk Incidents (Only w/HMA or SM) | | | \$147.24 |
| 4903619 | | 437554 | 707542 | Océ TCS500 Scan Logic | | | \$556.32 |
| TCS4 | 451002375 | 437552 | 707542 | Océ TCS Scanner | N/A | N/A | \$687.24 |

Annual Total (taxes not included) **\$2,454.36**

NOTE Standard care coverage includes all service calls, labor, travel, and all parts except consumables.

*Above prices are valid for thirty days from quotation date.

*This is NOT an invoice, however, to assure service continuity you may return this form with your purchase order, corporate check or credit card information to the address below

Please mail your purchase order to:

Océ North America
Attn: PO Renewals
5450 N. Cumberland Ave
Chicago, IL 60656
Phone: 877-587-1645
Fax: 773-695-3883

Quote prepared by:

Meghan Rodgers
Service Marketing Specialist
1800 Bruning Dr West
Itasca, IL 60143
Phone: 630-582-5642
Fax: 773-695-89638