

SOFTWARE MAINTENANCE AGREEMENT

This Software Maintenance Agreement ("Agreement") is made and entered into between MAXIMUS Consulting Services, Inc., a wholly owned subsidiary of MAXIMUS, Inc. (MAXIMUS), a Virginia corporation, on January 1, 2012 (effective date) and Cuyahoga County DJFS ("Licensee") under the Software License Agreement (SLA) dated 6/8/2000. The terms and conditions of the SLA are incorporated herein by reference. In the event of any conflict between the SLA and this Agreement, the SLA shall prevail.

MAXIMUS and Licensee are sometimes referred to herein as the "Parties" or individually as a "Party".

WHEREAS: Licensee has acquired the use of **Program Expenditure Tracking System for Windows (PET)** (the "System") in accordance with the Software License Agreement between MAXIMUS and Licensee and any amendments thereto, and Licensee desires to acquire on-going maintenance in accordance with the terms set forth in this agreement.

NOW, THEREFORE, for and in consideration of the foregoing recitals, the agreements and undertakings hereinafter provided and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by MAXIMUS and Licensee, MAXIMUS hereby agrees to provide software maintenance services to the Licensee under the following terms and conditions.

1. SOFTWARE MAINTENANCE FEES.

(a) Licensee shall pay MAXIMUS a fee of \$ 2,150.00 for the 12 month period specified herein. The fee shall be payable on the execution of this agreement for the period from January 1, 2012 through December 31, 2012.

(b) In the event Licensee fails to renew this agreement for any year, the fee set forth herein shall not apply to any subsequent agreement for software maintenance. MAXIMUS shall determine the applicable fee which shall not be less than the then annual fee plus seventy-five percent (75%) of the fee charged for each year that a maintenance agreement was not in effect.

2. TERM. The minimum term for this agreement shall be from January 1, 2012 through December 31, 2012. Licensee shall have the option to extend this agreement on a year-to-year basis by paying the current annual fee of \$ 2,150.00 or, if the fee is raised by MAXIMUS, the then current annual fee. Failure to pay the annual renewal fee within thirty (30) days prior to the beginning of the term year or within thirty (30) days of execution hereof if for a partial year shall constitute cancellation of the Agreement by the Licensee. In addition, MAXIMUS may terminate the Agreement at the end of any period, with or without cause.

3. SERVICES UNDER THIS AGREEMENT. MAXIMUS agrees to provide the Licensee with any updates or modifications to the System and to correct any problems with the System software that are made generally available to Licensees of the System pursuant to an applicable Maintenance Agreement. Under the terms of this Agreement, Licensee is entitled to telephone advice concerning questions on the System's operation. In the event additional services are requested by Licensee outside the foregoing scope of services, additional training and professional assistance shall be billed at then current professional fees plus expenses. This Agreement does not cover problems outside of the System. Expenses associated with Licensee's attendance at the group meetings are the sole responsibility of the Licensee.

4. WARRANTIES. MAXIMUS GRANTS NO WARRANTIES, EITHER EXPRESS OR IMPLIED, IN RESPECT TO THE SYSTEM. ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.

5. TERMINATION. In the event of termination for any reason, Licensee agrees to provide written certification that the original and any copies of all or any portion of the System affected by the termination have been destroyed or, if MAXIMUS provides notice to Licensee, Licensee shall deliver the original and any copies of the System to MAXIMUS within ten (10) days of Licensee's receipt of such notice. Either party may terminate this Agreement if the other party has breached any of its material obligations hereunder, and such breach has not been cured within thirty (30) days of receipt of written notice specifying the nature of the breach.

6. AMENDMENTS.

(a) Agreement. Any modification or amendment of this Agreement must be in writing and signed by the parties.

(b) License. MAXIMUS reserves the right to modify or amend the System. Licensee shall have no right to modify or amend the System, or to merge it into another work, without the prior written consent of MAXIMUS.

7. LIMITATION OF LIABILITY. MAXIMUS total aggregate liability hereunder shall not exceed fees paid under this agreement. In no event shall MAXIMUS be liable for indirect, special, incidental, punitive and consequential damages.

8. NOTICE. Any notice or consent required to be given in accordance with this Agreement shall be in writing and shall be either (i) actually delivered to the party thereto entitled or (ii) mailed, with first class postage prepaid, to the address of the party entitled thereto hereinafter set forth, by certified mail, return receipt requested:

MAXIMUS:

5150 E. Dublin Granville Rd., Suite 120
Westerville, OH 43081
Attn: Michelle Ehret

LICENSEE: Cuyahoga County DJFS

1641 Payne Avenue
Room 580
Cleveland, OH 44113

A notice shall be deemed to be received (i) on the date of its actual receipt by the party thereto and (ii) on the date as reflected on the United States Postal Service return receipt form and if said return receipt form is not signed by the party to whom notice is to be given, upon the date of the first attempted delivery as reflected thereon.

9. COMPLETE AGREEMENT. This Agreement and the SLA represent the entire and integrated agreement between the parties and supersede all prior negotiations, proposals, communications, understandings, representations or agreements, either written or oral, express or implied. All amendments or modifications of this Agreement shall be binding upon the parties despite any lack of consideration so long as the same shall be in writing and executed by the parties hereto.

IN WITNESS WHEREOF, the parties have set their hand and seal the date and year first above written.

Cuyahoga County DJFS

BY:

Richard B. Werner

(PRINTED NAME)

DIRECTOR

(TITLE)

Edward Fitzgerald, County Executive

Departmental official

2012-03-02 15:51:33

Signature _____

Title _____

Date _____

MAXIMUS Consulting Services, Inc.

BY:

Adam Polenick

(PRINTED NAME)

Director of Contracts

(TITLE)

Adam Polenick
Vice President
Assistant General Counsel

ADDENDUM TO MAXIMUS, INC. CONTRACT

INDEMNIFICATION

The MAXIMUS, INC. agrees that it will at all times indemnify and hold harmless the Cuyahoga County of Ohio and all officers, agents, servants or employees thereof against any and all liability, loss, damages, cost or expense which the County may hereinafter sustain, incur, or be required to pay by reason of any individual suffering personal injury, death, property loss, or damage either while participating in or receiving services under this contract.

ELECTRONIC SIGNATURE

By entering into this Agreement I agree on behalf of MAXIMUS, INC. to conduct this transaction by electronic means by agreeing that all documents requiring Cuyahoga 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. I also agree on behalf of the aforementioned entities to be bound by the provisions of Chapters 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.

By: _____

Date: _____