

CONTRACT
SOFTWARE LICENSE AGREEMENT

by and between

CUYAHOGA COUNTY, OHIO
and
OUTLIER TECHNOLOGIES INC.

THIS AGREEMENT (the "Contract") is made and entered into this _____ day of _____, 2012, by and between the County of Cuyahoga, Ohio ("the County"), and **Outlier Technologies Inc.**, a Corporation with facilities and a mailing address at **6824 Ashfield Drive, 1st Floor, Cincinnati, Ohio 45242**

WHEREAS, the County has a present need for software license service of SansWrite Form Development and Inspection Software required software, and

WHEREAS, Outlier Technologies Inc. software license services are available as a sole source provider and

WHEREAS, the County desires to avail itself of such services located at the Virgil E. Brown Building, Cleveland, OH and Outlier Technologies Inc. is willing to provide such service to the County all upon the terms and conditions set forth herein, and further supplemented 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, Outlier Technologies Inc. and the County agree as follows:

ARTICLE I – AGREEMENT AND TERM

- 1.1 **Scope of Agreement.** During the term of this Contract, Outlier Technologies Inc. shall provide the County with all services necessary to maintain and support all MAP and SansWrite software described and attached hereto as Schedule A, and incorporated by reference herein.
- 1.2 **Term.** The term of this Contract shall commence as of **July 1, 2012**; and, unless earlier terminated in accordance with the provisions of this Contract, shall continue in effect for a period of twelve (12) months. (7/1/12 – 6/30/13) The cost of this Contract shall not exceed **Twenty Two Thousand and Eight Hundred Dollars (\$22,800.00).**

ARTICLE II – SCOPE OF WORK

- 2.1 **Rendering of Services.** Outlier Technologies Inc. hereby agrees to render software and support services at a total price of **Twenty Two Thousand and Eight Hundred Dollars (\$22,800.00).**

- 2.2 Record Audit Retention. Outlier Technologies Inc. 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 three (3) years from the expiration date or final payment under this Contract, whichever is later; provided however, that should Outlier Technologies Inc. be notified that an audit has been commenced pursuant to Ohio Revised Code Sec. 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.

ARTICLE III – PAYMENT AND INVOICING

- 3.1 Payment. During the term of this contract, the County shall pay Outlier Technologies Inc., for software support services as outlined in Schedule A attached hereto and incorporated by reference herein.
- 3.2 Invoicing. Outlier Technologies Inc. shall invoice the County for support services. Outlier Technologies Inc. shall submit original invoice(s) to the following address:

Employment & Family Services
Management Information Services Division
Attn: Don Gotsch
1641 Payne Ave., RM 570
Cleveland, Ohio 44114
(216) 987 - 7896

ARTICLE IV - DISPUTE RESOLUTION AND TERMINATION

- 4.1 Dispute Resolution.
- a) In the event of any dispute or disagreement between Outlier Technologies Inc. and the County, either with respect to the interpretation of any provision of this Contract or with respect to the performance by Outlier Technologies Inc. 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.

4.2 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. Outlier Technologies Inc., however, shall be paid for all services and/or materials provided on or prior to the date of termination.

4.2(a) Termination by County. County may terminate this contract at anytime in its sole discretion with thirty days advance notice. In the event of such termination, Outlier Technologies, Inc. shall be paid the prorated amount due through the month of termination.

ARTICLE V – INDEMNITIES AND WARRANTIES

5.1 Indemnities and Warranties. Outlier Technologies, Inc. agrees to release, and to hold harmless the County and any and all officers, agents, servants or employees thereof, from all responsibility or liability for the negligence of failure of Outlier technologies, Inc. to perform its duties and obligations under this contract.

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 in Section 2.1 of this contract, shall require an additional appropriation of funds; approval of the Automatic Data Processing Board; and approval of the County. Outlier Technologies Inc. will not perform tasks outside the scope of Schedule A unless it is with prior written approval of the County and in accordance with this clause.

ARTICLE VII – MISCELLANEOUS

- 7.1 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:

Employment & Family Services
Management Information Services Division
Don Gotsch
1641 Payne Ave., RM 570
Cleveland, Ohio 44114
(216) 987-7896

In the case of Outlier Technologies Inc.:

Mark Parker
Outlier Technologies Inc.
6824 Ashfield Drive
Cincinnati, Ohio 45242
513-771-4042

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.

- 7.2 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.
- 7.3 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.

- 7.4 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.
- 7.5 Headings and Interpretation. The article and section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof.
- 7.6 Governing Law. This Contract shall be subject to interpretation under the laws of the State of Ohio.
- 7.7 Social Security Act. Outlier Technologies Inc. shall be and remain an independent Outlier Technologies Inc. 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 Outlier Technologies Inc. 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 Outlier Technologies Inc. also agrees to indemnify and save harmless Cuyahoga County from such contributions or taxes or liability.
- 7.8 Assignment. Outlier Technologies Inc. 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 the County by resolution.
- 7.9 Commencement of Contract Performance. In order to protect the interest of the County this contract must be executed by the County before compensation for the services or products set forth in this contract can be provided. In the event that services are provided by Outlier Technologies Inc. prior to the execution of this agreement by the County, the same will be provided at Outlier Technologies' own risk, and payment therefore cannot, and will not, be made unless and until this agreement is approved by the County. Upon approval by the 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.
- 7.10 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 VIII – ADHERENCE TO ELECTRONIC SIGNATURE POLICY OF COUNTY

- 8.1. By entering into this Contract, Outlier Technologies Inc., agrees on behalf of its officers, employees, subcontractors, sub-grantees, 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.
- 8.2 Outlier Technologies 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 Outlier Technologies Inc. have each caused this Contract to be signed and delivered by its duly authorized representative as of the date first written.

Edward FitzGerald, County Executive

COUNTY OF CUYAHOGA, OHIO

2012-06-29 14:51:57

BY: _____
Edward FitzGerald, County Executive

OUTLIER TECHNOLOGIES INC.

BY: _____

DATE: 3-7-2012

This License Agreement (the "Agreement") is entered into July 1, 2012, between Outlier Technologies, Inc. ("OUTLIER") an Ohio Corporation (the "Licensor"), and Cuyahoga County (the "Licensee"), on behalf of Employment & Family Services – Child Care Certification and Home Visiting Services, 1641 Payne Avenue, Room 570, Cleveland, OH 44114.

OUTLIER owns and has exclusive rights to the SansWrite Enterprise Edition software (the "Software") and hereby grants to the Licensee and Licensee hereby accepts from OUTLIER a limited, non-exclusive, non-transferable license (a "License") to use the Software and User Manual (the "Documentation") based on the terms set forth below:

Grant of License

This License grants Licensee the following rights. Except as set forth below, during the "Term" (as defined below), the Software may be installed and used on a single computer for each authorized user ("User"), and OUTLIER shall grant access to Licensee's Web Portal for each authorized Web Portal user ("Web Portal User"). The number of Users is defined by the number of "Client Licenses". The number of Web Portal Users is defined by the number of "Web Portal Licenses." A User may not share or use Client software concurrently on multiple computers. Licensee may also install Middleware component on a single network server. Licensee may also install Web Portal component on a single network server. If the Middleware and/or Web Portal components are installed on a network server or other system that physically allows shared access to the Software, Licensee agrees to provide technical or procedural methods to prevent use of the Software by individuals not specifically licensed to use the Software pursuant to this agreement. Licensee rights do not extend to "Unauthorized Users" including parent or subsidiary corporations, institutions, associations or organizations affiliated with or related to the Licensee unless specifically agreed upon as part of License.

Fee and Payments

Licensee agrees to pay OUTLIER or an Authorized Reseller a fee (the "Fee") for twenty (20) Client Licenses and (5) Web Portal Licenses of the Software the sum of \$22,800. Should the number of Users or Web Portal Users increase or decrease during the Term of this Agreement, Licensee agrees to notify OUTLIER of such change. Increases or decreases to the number of Users or Web Portal Users may be subject to additional fees and require an additional Agreement. Increases or Decreases in the number of users or Web Portal Users are only available in multiples of 5 licenses. The Fee for any partial month or partial year shall be prorated on a per diem basis.

For the period of July 1, 2012 through June 30, 2013 Licensee agrees to pay OUTLIER a fee of \$22,800 for twenty (20) Client Licenses and five (5) Web Portal Licenses of the Software including technical support.

Description of Other Rights, Limitations and Responsibilities

1. Copyright and Protection – The Software and Documentation, including all components thereof, except where expressly stated otherwise, are protected by copyright and other laws respecting proprietary rights. Unauthorized reproduction, transfer and/or use may be criminal, as well as civil offense under law. Licensee shall take all reasonably necessary action, whether by instruction, agreement or otherwise to restrict, control and limit the access to the Software to those uses expressly permitted hereunder (unless otherwise agreed in writing by OUTLIER) and shall endeavor to secure the Software, and all portions thereof, to prevent unauthorized copying, transfer or use.

2. Hardware and Third-party software – Licensee is responsible for providing any and all computer hardware and third-party software, including but not limited to operating systems, network software and client sever database, necessary to use Software and is responsible for ensuring that it is compatible with the System Requirements for the Software.
3. Reverse Engineering – Licensee may not modify, translate reverse engineer, decompile, disassemble (except to the extent applicable laws specifically prohibit such restrictions) or create derivative works based on the Software, or any portion thereof.
4. Copying – Licensee may not copy the Software or Documentation except as specifically provided by this Agreement.
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6. Rental – Licensee may not rent or lease the Software or Documentation.
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9. Use of OUTLIER Software and SansWrite Name – Licensee may not use the OUTLIER Software or SansWrite names, logos or trademarks in any manner including, without limitation, in advertising or marketing materials, except as is necessary to affix the appropriate copyright notices as required herein.

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3. Includes OUTLIER Software's copyright notice for the Templates (Portions copyright (c) OUTLIER Software Inc. All rights reserved.) on the product CD, disk label, the title page of the documentation, and/or the "About" box for any software application product that incorporates the Templates.

4. Agrees to indemnify, hold harmless, and defend OUTLIER from and against any claims or lawsuits, including attorney's fees that arise or result from the use or distribution of any Templates.
5. Does not incorporate the Templates into any software product which would compete with the Software.

Term

The License and all rights granted to Licensee pursuant to this Agreement shall remain valid for 12 months from the commencement date of the Agreement unless otherwise agreed upon. Renewal License terms and rights shall be for a minimum of twelve (12) months from the expiration date of the prior License Term. OUTLIER will provide notification of Fees applicable to the next License Term prior to invoicing Licensee and 120 days prior to the current License expiration date and/or payment date. If the number of Users and number of annual inspections/ surveys/assessments does not increase from one License Term to the next, OUTLIER agrees that the renewal License Fee will not increase by more than 10%. Upon the expiration of the Term, Licensee shall have no right or authorization to use the Software or any component thereof.

Rights of Termination

The License and rights granted to Licensee hereunder shall terminate upon the earlier of:

1. Expiration and non-renewal of this Agreement.
2. If Licensee breaches any provision of this Agreement, in addition to any right or remedies, OUTLIER may suspend this Agreement without prior notice.
3. OUTLIER will provide (15) fifteen days notice prior to disabling Software should the Licensee fail to remedy any breach satisfactorily within that interval.
4. If the Licensee or OUTLIER terminates this agreement at the expiration of the Term, this Agreement and the License to use the Software granted hereunder shall be automatically terminated. In addition the Licensee may terminate this license for convenience upon 30 (thirty) days prior notification.
5. Upon Termination of this agreement OUTLIER shall provide Licensee with one (1) complete set of SansWrite "Standard Edition" software (or the equivalent at OUTLIER's option) for purposes of accessing data in the SansWrite format. OUTLIER hereby grants to Licensee a non-exclusive, non-transferable, perpetual license to use the "Standard Edition" software in accordance with the terms of the "Standard Edition" License Agreement, which terms shall survive any termination of this Agreement.

Export Controls

This Software is subject to the export control laws of the United States. Licensee may not export or re-export the Software without the appropriate United States and foreign government licenses. Licensee shall otherwise comply with all applicable export control laws and shall defend, indemnify and hold Company and all Company suppliers harmless from any claims arising out of Licensee's violation of such export control laws.

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Enterprise Edition License Agreement

Miscellaneous

This Agreement represents the complete agreement between the parties and supersedes all prior agreements and representations between them. This Agreement may be amended only in writing executed by both parties. THE ACCEPTANCE OF ANY PURCHASE ORDER PLACED BY LICENSEE IS EXPRESSLY MADE CONDITIONAL ON LICENSEE'S ASSENT TO THE TERMS SET FORTH HEREIN, AND NOT THOSE CONTAINED IN LICENSEE'S PURCHASE ORDER. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the remainder of this Agreement shall nonetheless remain in full force and effect.

U.S. Government Users

The Software and Documentation is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (OCT 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (SEPT 1995), and is provided to the U.S. Government only as a commercial end item. Government end users acquire the Software and Documentation under the following terms: (i) for acquisition by or on behalf of civilian agencies, consistent with the terms set forth in 48 C.F.R. 12.212 (SEPT 1995); or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the terms set forth in 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995).

Limited Warranty

OUTLIER warrants that the media containing the Software, if provided by OUTLIER, is free from defects in material and workmanship and will so remain for ninety (90) days from the date Licensee acquired the Software. OUTLIER's sole liability, and Licensee's sole remedy, for any breach of this warranty shall be, in OUTLIER's sole discretion: (i) to replace the defective media; or (ii) if the above remedy is impracticable, to refund the License fee paid for the Software. Replaced Software and Documentation shall be covered by this limited warranty for the period remaining under the warranty that covered the original Software, or if longer, for thirty (30) days after the date of shipment to Licensee of the replaced Software. Only if Licensee informs OUTLIER of the problem with the Software during the applicable warranty period and provide evidence of the date Licensee acquired the Software will OUTLIER be obligated to honor this warranty. OUTLIER will use reasonable commercial efforts to replace or refund pursuant to the foregoing warranty within thirty (30) days of being so notified. THIS IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY OUTLIER. OUTLIER MAKES NO OTHER WARRANTY, REPRESENTATION, OR CONDITION, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. THE DURATION OF IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, IS LIMITED TO THE ABOVE LIMITED WARRANTY PERIOD; SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO LIMITATIONS MAY NOT APPLY TO LICENSEE. NO OUTLIER AGENT, OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS, OR ADDITIONS TO THIS WARRANTY. If any modifications are made to the Software by Licensee during the warranty period; if the media are subjected to accident, abuse, or improper use; or if Licensee violates the terms of this Agreement, then this warranty shall immediately be terminated. This warranty shall not apply if the Software is used on or in conjunction with hardware or software other than the unmodified version of hardware and software with which the Software was designed to be used as described in the Documentation. THIS WARRANTY GIVES LICENSEE SPECIFIC LEGAL RIGHTS, AND LICENSEE MAY HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE OR BY JURISDICTION.

SansWrite

Form Development &
Inspection Software



Enterprise Edition
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Edward FitzGerald, County Executive

Licensee

2012-06-29 14:51:58

By: _____

Printed: _____

Title: _____

Date: _____

Outlier Technologies, Inc.

By: Mark A. Parker

Printed: Mark A. Parker

Title: President

Date: 3-7-2012