

This Agreement for License of Software and is made and entered into this 1st day of, January 2012, by and between **Intellitech Corporation**, an Ohio Corporation, ("Contractor") and **Cuyahoga County** ("County") in the amount of \$106,055.00 (One Hundred Six Thousand and Fifty Five Dollars no/cents Dollars).

WITNESSETH:

WHEREAS, the Cuyahoga County Sheriff operates a Criminal Justice Facility located at 1215 West Third Street Cleveland OH 44113; and desires to extend the License agreement for the IMACS jail management suite currently installed at the Criminal Justice Facility.

WHEREAS, Intellitech Corporation has developed and owns a comprehensive incarceration management software system, the "Incarceration Management And Cost-recovery System" ("IMACS V"), which includes current IMACS functionality but is not limited to the following components:

- Complete Booking Entry/Tracking of Inmate data
- Inmate Pre-Medical
- Housing/Cell Assignment
- Inmate Commissary Accounts/Inventory
- Inmate Account Reconciliation (real time)
- Inmate Property Management
- Inmate Visitation
- Warrant, Detainers and Holds Tracking
- Release Process (includes release security validation)
- Incident Reporting
- Integrated Pay-For-Stay™ (PFS will be activated with a separate contract)
- Inmate Financial/Bio
- Mugshot (single point of data entry)
- Interface to Fingerprint and Mug shot system
- Bail/Bond Management

WHEREAS, Intellitech Corporation will grant a one year non-exclusive user license for IMACS to the County at a cost of One Hundred Six Thousand Fifty Five and no/cents dollars (\$106,055.00) commencing 01 /01 /2012 for the 12 month term.

NOW THEREFORE, in consideration of mutual promises of the parties hereto, the parties do hereby agree as follows:

SOFTWARE SUPPORT

Upon full payment of the annual license fee hereinafter set forth, Intellitech Corporation shall provide on-going support and for the 12 (Twelve) Month term commencing 01 /01 /2012. Support shall be provided by telephone, e-mail, and remote connection as required during regular business hours.

When necessary, the paid Intellitech Corporation license fee shall provide support personnel on site at the Facility with expenses incurred covered by Intellitech.

Intellitech Corporation shall also design and install special software enhancements to IMACS as requested by the County at a cost savings of ten percent (10%) less than Intellitech Corporation's then prevailing prices for such work.

PERMANENT, IRREVOCABLE USE LICENSE

The County shall have a non-exclusive, permanent, irrevocable license to use IMACS solely in Cuyahoga County for the operation of not more than Two Thousand Four Hundred and Fifty (2,450) beds. Said license shall be exclusively for use by the County and may not be transferred, assigned or sold.

OWNERSHIP, USE, DISCLOSURE, RETURN

The County acknowledges that IMACS is owned by Intellitech Corporation and that upon payment of the license fee, the County shall have a non-exclusive license for the use of same limited to the number of beds in Cuyahoga County herein before set forth. The County shall not copy, share, lease, loan or otherwise make IMACS available for use by others, nor use IMACS in any manner other than as provided herein. The County shall make no modification to IMACS without the express written approval of Intellitech Corporation.

REPRESENTATIONS AND WARRANTIES

Intellitech Corporation represents and warrants that, except for special software enhancements required for the County's use, IMACS is fully developed, free of errors, and performing to design specifications in similar installations. Intellitech Corporation further represents and warrants that upon installation and with Intellitech Corporation's support as hereinbefore set forth, IMACS will operate free of material errors.

OWNERSHIP AND CONFIDENTIALITY OF DATA

All data and other records, including data and records of the clients entered into any database, files, and data stores of the County or other agencies of the State or supplied to Intellitech Corporation by the County or the State are and shall remain the sole property of the County. Intellitech Corporation shall not, without the County's written consent, copy or use such records except to carry out contracted work, and will not transfer such records to any other party not involved in the performance of this Contract.

Intellitech Corporation agrees to keep all information it is exposed to in the course of performing the Services hereunder confidential, and to comply with all federal and state laws relating to the confidentiality of such information.

AVAILABILITY OF SOURCE CODE

In the event of the liquidation due to bankruptcy or otherwise of Intellitech Corporation (except by reason of a merger or consolidation and the continuation of its business), the County shall be entitled to receive and retain a copy of the IMACS source code, and to use or modify same by itself or in collaboration with other licensed users, but in either event solely in connection with the use of IMACS as licensed herein. The County shall not sell, copy, assign or transfer in any manner the source code to any other entity without the written consent of Intellitech Corporation and/or its President. In order to assure the availability of the source code in the event of the foregoing contingencies, Intellitech Corporation shall deposit and maintain a copy of the source code in Escrow with its attorneys, Manchester, Bennet, Ulman and Powers Ohio, naming the County as a beneficiary of the Escrow agreement, and provide the County with a copy of the Escrow agreement:

Escrow Agent:

Manchester Bennett Ulman and Powers
Atrium Level Two
The Commerce Building
Youngstown, OH 44503
Telephone: 330.743.1171
FAX: 330.743.1190
Attorney: Gina Richardson
E-mail: grichardson@mbpu.com

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The Commerce Building
Youngstown, OH 44503
Telephone: 330.743.1171
FAX: 330.743.1190
Attorney: Gina Richardson
E-mail: grichardson@mbpu.com

NOTICES

Any notice required to be given pursuant to this Agreement shall be deemed to have been given when mailed by prepaid registered or certified mail, return receipt requested, directed to the party to receive such notice at its address listed below.

In the case of Intellitech Corporation:

Mr. John J. Jacobs, CEO
Intellitech Corporation
8544 Hickory Hill Drive
P.O. Box 5009
Poland, Ohio 44514

In the case of the County:

Cuyahoga County Sheriff
Cuyahoga County
1215 West Third Street
Cleveland, OH 44113

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.

SEVERABILITY

In the event that any provision of this Agreement is held to be invalid by a court of competent jurisdiction as contravening any law or governmental regulation, then such provision shall remain in effect only to the extent permitted by such law or governmental regulation, but the remaining provisions of this Agreement shall continue in full force and effect.

NO DEFAULT

No party shall be deemed in default of this Agreement unless said party shall have been given written notice specifying its alleged default and shall have failed to remedy same within thirty (30) days of the receipt of said notice.

ARBITRATION

In the event of a dispute, each party shall appoint a representative to meet and attempt to resolve the disputed matter. If unsuccessful, the parties are free to pursue all available remedies at law or in equity, each bearing its own costs.

APPLICABLE LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio.

AMENDMENTS

No amendment or modification shall be effective unless made in writing and signed by the parties hereto.

CERTIFICATE OF INSURANCE

Intellitech Corporation shall have in effect, during the original term of the contractual agreement and any extension by amendment, comprehensive auto and general liability insurance wherein CUYAHOGA COUNTY AND ITS EMPLOYEES ARE NAMED AS CO-INSURED OR ADDITIONAL INSURED. This insurance shall protect Intellitech Corporation, Cuyahoga County and its employees, against claims for damage for personal injury including accidental death, as well as for property damages which may arise from operations under the contractual agreement whether such operations be by contractor or by any subcontractor or by anyone directly or indirectly employed by either of them. Intellitech Corporation will require subcontractors to provide proof of same coverage.

An exact copy of such insurance policy or policies shall be made available to the contracting authority for review upon request. A Certificate of Insurance with the following minimum levels of such insurance shall be submitted as follows:

- a. Bodily Injury Liability:
\$1,000,000 per person, \$2,000,000 per accident.
- b. Property Damage Liability:
\$100,000 per accident, \$1,000,000 per aggregates.
- c. Comprehensive Automobile Liability:

ENTIRE AGREEMENT

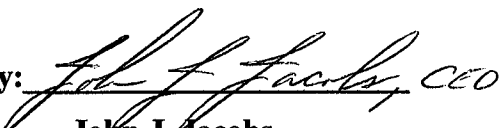
This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, oral or written. There are no representations or warranties, other than as set forth herein, including, but not limited to the implied warranties of merchantability or fitness for use.

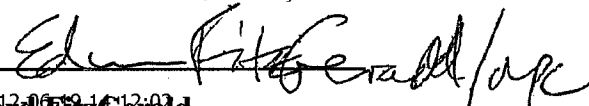
SIGNATURES

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

INTELLITECH CORPORATION

**THE CUYAHOGA COUNTY EXECUTIVE
CUYAHOGA COUNTY, OHIO**

By: 
John J. Jacobs,
President/CEO

Edward FitzGerald, County Executive
By: 
Edward FitzGerald
Cuyahoga County Executive

SHERIFF, CUYAHOGA COUNTY

By: _____
Bob Reid
Cuyahoga County Sheriff

COUNTY LEGAL COUNSEL

By: _____