

Master Services Agreement
by and between
the County of Cuyahoga, Ohio
and Rimini Street, Inc.

This Master Services Agreement (the "**Agreement**") is made and entered into on 11/16, 2012 ("Effective Date") by and between Rimini Street, Inc. ("**Rimini Street**"), a Nevada corporation having a principal place of business at 7251 West Lake Mead Blvd., Suite 300, Las Vegas, Nevada 89128, and the County of Cuyahoga, Ohio (the "**County**" or "**Client**") on behalf of the Department of Information Technology ("ITD"), having a principal place of business at 1219 Ontario Street 4th Floor, Cleveland, Ohio 44113. Rimini Street and the County shall individually be referred to as a "**Party**" and jointly be referred to hereinafter as the "**Parties**."

WHEREAS, the County has a present need for SAP support services related to the proper operation of the County's SAP R3 System; and

WHEREAS, Rimini Street is a sole supplier and thus sole source of the particular support services for the SAP R3 System described in this Agreement and corresponding Statement of Work No. 1 – SAP Support Services ("**SAP SOW No. 1**"); and

WHEREAS, the County has decided to engage Rimini Street to provide the SAP R3 Software support services for the County's SAP R3 System and Rimini Street is willing to provide such support services to the County upon all 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, Rimini Street and the County agree as follows:

1. Scope of Services

During the term of this Agreement, Rimini Street shall provide County with certain services and/or certain deliverables for County's SAP R3 System as listed in the attached Schedule A - Statement of Work No. 1 – SAP Support Services ("**SAP SOW No. 1**") (hereafter collectively referred to as "**Services**"). This Agreement shall govern all Services provided by Rimini Street to County under the SOW during the Term set forth in Section 2 below. In the event that a discrepancy exists between the terms of Schedule A and this Agreement, the terms of this Agreement will be controlling and binding.

2. Term

This Agreement shall commence as of the Effective Date and expire on October 30, 2014 ("Term" or "Support Period"), unless earlier terminated for cause (pursuant to Section 17(C) of this Agreement. The County shall have the option of renewing the Agreement for up to thirteen (13) additional terms of one (1) year each (each a "Renewal Term") by providing written notice to Rimini Street no less than ninety (90) days prior to the start of each Renewal Term.

3. Payment Terms and Expenses

A. Payment Terms. The County agrees: (i) to pay Rimini Street all fees in accordance with the Payment Schedule set forth in the applicable SOW, and all reimbursable expenses authorized, in any SOW (collectively, "**Payments**"); (ii) except as otherwise expressly provided, all Payments made by the County are non-refundable and shall be made without set-off or counter-claim; (iii) fees listed in any SOW do not include VAT or any other taxes or duties; (iv) if any invoiced Payments, taxes or duties, related to

this Agreement are more than fifteen (15) days past due for payment, Rimini Street, at its sole discretion and not in lieu of any other remedy, may cease providing Services until such time as the County is once again current in its invoiced Payments, taxes and duties to Rimini Street (as reasonably determined by Rimini Street). Further, the County agrees it is responsible for paying all sales, use, VAT, and any other applicable taxes however designated, other than those based on Rimini Street's net income, for the Services provided under this Agreement, as applicable. If the County requests that any such taxes not be included in the invoice, the County agrees to (i) provide a sales tax exemption letter or its functional equivalent in a form reasonably acceptable to Rimini Street ("**Tax Exemption Letter**") for the audit files of Rimini Street prior to invoicing; or (ii) if such Tax Exemption Letter is not provided prior to invoicing, pay such taxes and file a refund on its own behalf at a later date.

B. Travel and Living Expenses. If situations arise that cause Rimini Street and the County representatives to agree that travel to the County is required for Rimini Street representatives in connection with the provision of Services under any SOW, Rimini Street will seek written pre-approval from the County before Rimini Street incurs any such travel and living expenses. County's approval will be contingent upon the County's ability to appropriate additional funds for travel and living expenses. The County agrees to reimburse Rimini Street within twenty (20) days after Rimini Street provides the County with reasonable and appropriate expense documentation.

C. Invoicing. Rimini Street shall submit an initial invoice to the County for the Services to be performed hereunder upon execution of this Agreement by the Parties. Rimini Street shall submit original invoice(s) to the following address:

Cuyahoga County Department of Information Technology
Attn: Debbie Davtovich
1255 Euclid Avenue, 4th Floor
Cleveland, OH 44115

D. Payment Amounts and Terms. As more fully described in Section 5 of SAP SOW No. 1, County agrees to pay Rimini Street Annual Support Fees for each year the SAP SOW No. 1 remains in effect during the Support Period as follows: For the periods November 6, 2012 through October 30, 2013 (Year 1 of the Support Period) and October 31, 2013 through October 30, 2014 (Year 2 of the Support Period), the Annual Support Fee shall be \$ 58,429.00 USD per Year. If the County exercises its option to renew the Agreement beyond Year 2, the Annual Support Fee for subsequent years shall increase each Year by 5% over the fee for Services paid by Client for the immediately preceding contiguous Year. For Year 1 of the Support Period, payment shall be due and payable on the SAP SOW No. 1 Effective Date. For subsequent Support Period Years, payment shall be due and payable on or before the start date of the next subsequent Support Period Year. In the event the scope of Services hereunder changes and results in any change to the Annual Support Fees during the Support Period, this Agreement must be amended in writing by the Parties.

4. Client Obligations

The County shall perform the following obligations (collectively referred to as "**Client Obligations**"):

A. Primary Contact. The County will designate and provide one (1) County primary point of contact for this Agreement. This individual shall be the County's authorized representative working with Rimini Street while Services are being rendered under this Agreement.

B. Personnel. The County will provide sufficient, qualified and knowledgeable personnel capable of: (i) performing the County's obligations set forth in this Agreement and in each SOW; (ii) making necessary and timely decisions on behalf of the County; (iii) facilitating the testing of any deliverables provided by Rimini Street and/or the County's licensor; and (iv) customizing, installing, and

configuring deliverables provided by Rimini Street and/or the County's licensor as needed for use with the County's system.

C. Facility Access and Work Space. Should Rimini Street need to travel to the County's offices and facilities in order to render Services pursuant to a SOW, the County agrees to provide access to the County's offices and facilities during the County's normal business hours and otherwise as reasonably requested by Rimini Street to enable Rimini Street to render the Services hereunder. The County also agrees to provide Rimini Street with equipment and office support (including, but not limited to broadband or digital phone lines for Internet access, phone lines for long distance and local calls related to the provision of Services, photocopying equipment, and the like), and an adequate environment where Rimini Street representatives can conduct work and meet with the County personnel and/or other Rimini Street representatives as necessary.

D. Provision of Information. The County will provide all information (including Confidential Information as defined in Section 8) required for Rimini Street to successfully render the Services pursuant to this Agreement and shall ensure that such information is accurate in all material respects.

E. Timely Performance of County Obligations. The County acknowledges and agrees that Rimini Street's ability to perform the Services is conditioned upon the County's timely performance of Client Obligations described herein, and the performance of such Client Obligations is material to Rimini Street's ability to commence, proceed with, and successfully perform the Services.

5. Rimini Street Obligations and Representations

Subject to the County performing the County's Obligations, Rimini Street shall perform or cause to be performed the following obligations (collectively referred to as "**Rimini Street Obligations**"):

A. Services. Rimini Street will provide the Services to County as described in the attached SAP SOW NO. 1 and any other SOW referencing this Agreement. The Parties understand and agree that all Services described in any SOW will only be rendered by Rimini Street in the English language.

B. Communications. Rimini Street will provide the County with detailed instructions about how to work with Rimini Street representatives to obtain the Services.

C. Timely Performance of Rimini Street Obligations. Rimini Street acknowledges and agrees that the County relies on Rimini Street for the timely performance of Rimini Street Obligations described herein.

D. Foreign Corporation. Rimini Street has been duly organized and is a validly existing corporation under the laws of the State of Nevada, is in good standing and qualified to do business in the State of Ohio as a foreign corporation, has the full legal authority to enter into this Agreement and perform its obligations hereunder, and has all requisite power, corporate or otherwise, to conduct its business, as presently conducted and will remain so qualified and in good standing during the term of this Agreement.

6. [intentionally omitted]

7. Work Product

Any expression of Rimini Street's findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, and other technical information, together with any programs, enhancements, source and object code that are not derivative works of the County's licensor(s), shall be deemed Rimini Street work product ("**Rimini Street Work Product**"). Rimini Street Work Product shall not include any intellectual property owned by the County or a third party, unless Rimini Street or the County has procured proper permission for the inclusion of such third party intellectual property in the Rimini Street Work Product. As between Rimini Street and the County, all intellectual property rights

(however designated) pertaining to Rimini Street, all Rimini Street Work Product, and the Services, in whole or in part, are and will remain the exclusive property of Rimini Street and its third party licensors.

Rimini Street hereby grants to the County a perpetual, royalty-free, and nonexclusive license to use the Rimini Street Work Product that is incorporated into the Services provided hereunder in accordance with the terms of this Agreement for its sole internal business purposes. The aforementioned Rimini Street Work Product license does not include a license for the County to sell, sublicense, distribute, rent, lease, transfer, share, or assign the Rimini Street Work Product to any other person, entity, affiliate, beneficiary, or contractor, regardless of their relationship to the County.

To the extent the County acquires any rights in the Rimini Street Work Product, the County hereby assigns those rights to Rimini Street. In furtherance of the aforementioned assignment, the County agrees to take such further actions and execute and deliver such further agreements and other instruments as Rimini Street may reasonably request to give effect to this Section 7.

8. Confidentiality and Trade Secrets

A. Confidential Information. During the course of the Parties' relationship, a Party may have access to the other party's Confidential Information. The Parties agree that the term "**Confidential Information**" shall mean any information, technical data, or know-how, including, without limitation, that which relates to research, products, services, customers, markets, inventions, processes, designs, marketing, future business strategies, trade secrets, finances, and other nonpublic information of the disclosing Party, including the details of this Agreement. Subject to the Client Obligations in Section 4(D), the amount and type of Confidential Information to be disclosed is completely within the sole discretion of each Party.

B. Non-Confidential Information. The Parties agree that Confidential Information does not include a Party's information which the other Party can establish by legally sufficient evidence: (i) was in the possession of, or was rightfully known by a Party without an obligation to maintain its confidentiality prior to its receipt from the other Party; (ii) is or becomes generally known to the public without violation of this Agreement; (iii) is obtained by a Party in good faith from a third party having the right to disclose it without an obligation of confidentiality; (iv) is independently developed by a Party without use, directly or indirectly, of Confidential Information received from the other Party; and (v) is authorized in writing by a Party to be released from the confidentiality obligations herein.

C. Non-Disclosure. Each Party agrees that it shall not use or permit the use of any Confidential Information of the other Party except for purposes of this Agreement, nor disclose or permit to be disclosed the Confidential Information of the other Party to any person or entity (other than its own employees, agents, representatives, or affiliated entities having a reasonable need for such information in order to provide the Services), nor duplicate any Confidential Information of the other Party which consists of computer software or documentation or other materials expressly restricted against copying or which carry the notation "Confidential," "Company Confidential," and/or "Proprietary", unless such duplication, use or disclosure is specifically authorized in writing by the other Party. Each Party agrees that damages may not be adequate to protect the other Party in the event of a threatened breach of this Section 8, and that either Party may take equitable action, including seeking injunctive relief, to enforce this Section 8. The provisions of this Section 8 shall survive the termination or expiration of this Agreement by two (2) years. Trade secret information will remain confidential for as long as the information remains a trade secret. Rimini Street shall take all reasonable steps necessary to protect the County's trade secrets.

D. Legal Disclosure. If it is reasonably necessary for the receiving Party to disclose any Confidential Information to (i) enforce this Agreement, (ii) comply with a judicial or administrative proceeding or similar process, or (iii) comply with a stock exchange rule, or rule of any other regulatory authority which has jurisdiction over receiving Party, the receiving Party will, if permitted, provide the disclosing Party with prompt written notice so the disclosing Party may, at the disclosing Party's sole expense, seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event such protective order or other remedy is not obtained, the receiving Party

will not be in breach of Section 8(C) by furnishing such Confidential Information as legally required and will exercise commercially reasonable efforts to obtain assurance that confidential treatment will be accorded the Confidential Information so disclosed, at the disclosing Party's expense.

E. Public Records Rimini Street acknowledges and agrees that as a political subdivision, County is subject to the requirements of the Ohio Public Records Law. When Rimini Street submits documents and/or information that properly and legally qualifies as a trade secret under Ohio law, Rimini Street must segregate all protected information and/or documents submitted to County and conspicuously mark each page as "CONFIDENTIAL – TRADE SECRET." Rimini Street may not take advantage of this process to mark information/documents that it wishes to keep confidential, but doesn't qualify legally as a trade secret under Ohio law. By taking advantage of this process, Rimini Street certifies that it only marked information/documents that legally qualify as a trade secret under Ohio law as "CONFIDENTIAL – TRADE SECRET." This section shall survive the completion of the Services hereunder and the termination of this Agreement.

9. Indemnity

A. Rimini Street Indemnity – Infringement. Provided that Rimini Street is given reasonable written notice of an alleged infringement claim and is given information, reasonable assistance, and the sole authority to defend or settle such claim, Rimini Street shall indemnify, defend or, at its sole option, settle, and hold the County harmless against any third party claims that the Rimini Street Work Product delivered to the County pursuant to this Agreement infringes any third party intellectual property rights; provided, however, that Rimini Street shall have no such indemnification obligation to the County to the extent: (i) the alleged infringement is based on information, software code or other material not furnished by Rimini Street, its agents, representatives, and suppliers; (ii) the alleged infringement is the result of a modification made by anyone other than Rimini Street directly or through a subcontractor or is the result of software provided to Rimini Street by the County, its agents, representatives, and/or suppliers; (iii) such claim would have been avoided but for the combination or use of the Rimini Street Work Product, the Services, or portions thereof, with other products, processes or materials where the alleged infringement relates to such combination; (iv) the County uses the Rimini Street Work Product or the Services other than in accordance with this Agreement or other than in accordance with a license agreement between the County and one or more third parties; (v) the County continues the allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement; or (vi) such claim is based on any portion of Rimini Street Work Product or Services that, in whole or part, embodies the County's Confidential Information, software code, or ideas or other the County material including, without limitation, any portion of Rimini Street Work Product or the Services that is developed pursuant to the County's specifications [(i) through (vi) collectively referred to as the "**Client Indemnifiable Claims**";] or (vii) the County is in default of its obligations and representations under Section 3(A).

In the event of a threatened or actual claim, and in addition to providing any indemnification owed to the County by this section 9(A), Rimini Street may, in its reasonable judgment, and at its option and expense: (i) obtain for the County the right to continue using the Rimini Street Work Product; (ii) replace or modify the Rimini Street Work Product so that it becomes noninfringing; or (iii) terminate the right to use the Rimini Street Work Product and return only the Services fees paid by the County for such portion of the Rimini Street Work Product which is allegedly infringing, prorated over a one (1) year term from the date of delivery of such portion of the Rimini Street Work Product. Rimini Street will not enter into any settlement that imposes any legal liability or financial obligation on the County without the County's prior written consent. the County will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense, but Rimini Street will have the right to sole control of the settlement or defense.

B. [intentionally omitted]

C. [intentionally omitted]

D. Entire Liability. THE FOREGOING PROVISIONS OF THIS SECTION 9 (NINE) STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF RIMINI STREET, AND THE EXCLUSIVE REMEDY OF CLIENT, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES AND THE DEVELOPMENT AND/OR USE OF THE RIMINI STREET WORK PRODUCT, OR ANY PART THEREOF.

10. Limited Warranty

A. Warranty. Rimini Street warrants that the Services will be performed consistent with generally accepted industry standards. No specific result from provision of the Services is assured or guaranteed. The County warrants that it has full legal authority to enter into this Agreement and perform its obligations hereunder, and that no third party rights or permissions are required in order for it to do so. Each Party shall comply fully with all applicable export control and economic sanctions laws and regulations of the United States and other countries and territories relevant to the Services provided under this Agreement (collectively "Foreign Trade Regulations"). Each Party shall take all reasonable steps to assure that the Services are not exported, directly or indirectly, in violation of Foreign Trade Regulations or intended to be used for any purposes prohibited by the Foreign Trade Regulations. OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN, THE PARTIES DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES AND THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

B. Remedies. The County's sole remedy and Rimini Street's sole obligation in the event of a breach of the warranty contained herein is, at Rimini Street's sole option: (i) to re-perform the Services; or (ii) to refund the amounts paid by the County for the Services which were not as warranted. This remedy is contingent upon Rimini Street receiving written notice from the County within thirty (30) days of the completion of the Services that the County alleges were not performed consistent with the warranty in Section 10(A).

11. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING OR ALLEGED, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. RIMINI STREET DOES NOT WARRANT OR REPRESENT THAT SERVICES PROVIDED PURSUANT TO THIS AGREEMENT ARE ERROR-FREE. RIMINI STREET'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH THE RELATIONSHIP OF THE PARTIES, THIS AGREEMENT, ITS NEGOTIATION OR TERMINATION, OR THE PROVISION OR NONPROVISION OF SERVICES OR SOFTWARE PURSUANT TO ANY SOW (WHETHER IN CONTRACT OR TORT) SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES RECEIVED BY RIMINI STREET FROM THE COUNTY PURSUANT TO THE APPLICABLE SOW FOR THE PRECEDING TWELVE MONTHS IN WHICH THE ALLEGED LIABILITY AROSE, AND IF SUCH DAMAGES RESULT FROM SPECIFIC SERVICES, SUCH LIABILITY SHALL BE LIMITED TO FEES RECEIVED BY RIMINI STREET FROM THE COUNTY FOR THE SPECIFIC SERVICES GIVING RISE TO THE LIABILITY IN RESPECT OF WHICH THE CLAIM AROSE IN THE SUPPORT PERIOD YEAR IN WHICH THE ALLEGED LIABILITY AROSE. THE PARTIES ACKNOWLEDGE AND AGREE TO THE ALLOCATION OF LIABILITY SET FORTH IN THIS SECTION 11 (ELEVEN). THE COUNTY ACKNOWLEDGES THAT WITHOUT ITS AGREEMENT TO THE LIMITATIONS CONTAINED HEREIN, RIMINI STREET HAS COMMUNICATED TO THE COUNTY THAT THE FEES CHARGED FOR THE SERVICES WOULD BE HIGHER.

12. Independent Contractor Status

Rimini Street performs its obligations pursuant to this Agreement as an independent contractor, not as an employee of the County. Nothing in this Agreement is intended to create or be construed as the existence of a partnership, joint venture, or general agency relationship between the Parties Rimini Street

shall 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 Rimini Street for work performed under the terms of this Agreement 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 Rimini Street also agrees to indemnify and save harmless the County, and its officials, officers, employees, agents, representatives, departments, agencies, boards, commissions, and other authorities from any and all claims and liability concerning such contributions or taxes or liability.

13. Notice

All notices shall be in writing and sent by United States mail with return receipt, registered mail, overnight mail, or well-known courier service, delivered to the addresses indicated below, or such other address as either party may provide to the other party at least ten (10) business days prior to the date of any notice provided hereunder, unless otherwise provided in this Agreement. Notices shall be deemed to have been provided as required by this Section on the date of delivery as shown on the receipt evidencing delivery of the notice.

For Rimini Street:

Rimini Street, Inc.
Attn: Legal Dept.
7251 W. Lake Mead Blvd.
Suite 300
Las Vegas, Nevada 89128

For the County:

Cuyahoga County, Ohio
Department of Information Technology
1255 Euclid Avenue, 4th Floor
Cleveland, OH 44115

With a copy to:

Cuyahoga County
Department of Law
1219 Ontario Street – 4th floor
Cleveland, Ohio 44113

14. Separate Agreements

The County acknowledges that it may enter into multiple Statements of Work with Rimini Street under this Agreement. The County agrees that each SOW is a separate and independent contractual obligation from any other SOW. County shall not withhold payments that are due and payable under an SOW because of the status of any other SOW under this Agreement.

15. Section Headings

The section headings herein are provided for convenience only and have no substantive effect on the construction of this Agreement.

16. Survival

The terms of Sections 3, 7 through 11, 13, and 15 through 23 shall survive the termination of this Agreement.

17. Severability, Dispute Resolution and Termination

A. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, its invalidity shall not affect the remainder of this Agreement, and to the maximum extent possible, such provision shall be interpreted to give effect to the original intent of the Parties while meeting the minimum requirements for validity, legality, and enforceability.

B. Dispute Resolution. In the event of any dispute or disagreement between Rimini Street and the County, either with respect to the interpretation of any provision of this Agreement or with respect to the performance by Rimini Street 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 or director 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 Agreement. The designated officers or directors 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 or directors 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.

In the event that an amicable resolution is not reached, the Parties shall initiate a resolution of the dispute by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules, and a judgment on the award rendered may be entered in any court having jurisdiction thereof. Dispute resolution shall be initiated with AAA within thirty (30) days of the date the Parties determined they could not resolve the dispute independent of this process.

The rights and obligations of the parties under this provision shall not limit either Party's right to terminate this Agreement as may be otherwise permitted hereunder.

C. Termination for Default. Either Party may terminate this Agreement, in whole or in part, whenever such Party determines that the other has failed satisfactorily to fulfill its material obligations and responsibilities hereunder and is unable to cure such failure within thirty (30) calendar 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 Agreement, in full or in part, as of the date specified in the notice of termination. Rimini Street, however, shall be paid for all Services and/or materials provided on or prior to the date of termination.

D. Termination for Financial Instability. In the event that Rimini Street 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 Rimini Street of a meritorious petition in bankruptcy under any bankruptcy or debtor's law, the County may, at its option, immediately terminate this Agreement by giving written notice thereof.

18. Legal Construction

No provision of this Agreement shall be construed against either Party by virtue of the fact of having drafted such provision. Each Party represents that it had a sufficient opportunity to consult with legal counsel and to fully consider and negotiate the provisions of this Agreement.

19. Waiver

The failure by a Party to exercise any right hereunder shall not operate as a waiver of such Party's right to exercise such right or any other right in the future.

20. Amendments

All amendments to the Agreement or any SOW must be in writing and executed by authorized representatives of each Party. In the event of a conflict in terms between this Agreement, any SOW and one or more properly executed amendments to the Agreement or an SOW, the order of precedence shall be from the most recently properly executed amendment backwards to the original contract document. No purchase order or other ordering document that purports to modify or supplement the printed text of this Agreement or SOW shall add to or vary the terms of this Agreement or any SOW. All such proposed variations or additions (whether submitted by Rimini Street or County) are objected to and deemed material unless otherwise agreed to in writing by the Parties.

21. Force Majeure

Each Party's failure to perform in a timely manner shall be excused to the extent caused by conditions beyond the reasonable control of the affected Party and which it could not, by reasonable diligence, have avoided. Such conditions may include but are not limited to natural disaster, fire, accidents, actions or decrees of governmental bodies, Internet or other communication line failure not the fault of the affected Party, strikes, acts of God, wars (declared and undeclared), acts of terrorism, riots, embargoes, or civil insurrection, but shall not include a lack of funds or insufficiency of resources caused by lack of funds. The Party affected shall immediately give notice to the other Party of such delay and shall resume timely performance as soon as such condition is terminated. If the period of *force majeure* exceeds thirty (30) days from the receipt of notice, the non-affected Party may terminate this Agreement.

22. Miscellaneous

A. Jurisdiction. This Agreement is made in and shall be governed by the laws of the State of Ohio, United States of America, without regard to the choice of law principles of any jurisdiction. Jurisdiction and venue shall be deemed proper in Cuyahoga County, Ohio, United States of America. Except for actions for non-payment or breach of Rimini Street's proprietary rights in the Rimini Street Work Product, no action, regardless of form, arising out of this Agreement may be brought by either Party more than two (2) years after the cause of action accrued. This Agreement constitutes the entire agreement between the Parties concerning the subject matter contained herein. This Agreement replaces and supersedes any prior verbal or written understandings, proposals, quotations, communications, and representations between the Parties relating to the subject matter hereof. Nothing in this Agreement is meant to create or creates any rights, obligations, or benefits directly or indirectly to any Party not a signatory of this Agreement. Except as otherwise specifically stated herein, remedies shall be cumulative and there shall be no obligation to exercise a particular remedy.

B. Assignment. Neither Party shall assign, transfer, convey or otherwise dispose of this Agreement, 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 Agreement without

the written consent of the other Party.

C. Commencement of Agreement Performance. In order to protect the interest of the County this Agreement must be executed by the County Executive before compensation for the Services or products set forth in this Agreement can be provided. In the event that Services are provided by Rimini Street prior to the execution of this Agreement by the County Executive, the same will be provided at Rimini Street's risk, and payment therefore cannot, and will not, be made unless and until this Agreement is approved by the County Executive. Upon approval by the County Executive of this Agreement, however, any and all prior performance under this Agreement shall be deemed ratified and said performance shall be deemed to be included in this Agreement. Payment(s) for said prior performance shall not increase the amount of the Agreement limit.

D. Schedules Incorporated by Reference. The following Schedules are attached hereto and are incorporated herein:

Schedule A: Statement of Work No. 1 for SAP Support Services

E. Subcontracting. This Agreement was awarded to Rimini Street based on Rimini Street's unique qualifications and skills, and no Services required to be performed under this Agreement with Rimini Street shall be subcontracted to any third party without the express written consent of the County. This provision is not intended to limit Rimini Street's ability to supplement its own personnel with consultants or contractors as needed in the reasonable course of business so long as Rimini Street is fully responsible for their acts and work product to the County.

23. Electronic Signatures

By entering into this Agreement, both Parties and their respective officers, employees, subcontractors, sub-grantees, agents or assigns, agree 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 the other Party to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document.

Each Party 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 Law Department as to legal form and correctness.

[Signatures on following page]

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

RIMINI STREET INC.


Authorized Signature

THOMAS SHAY
Printed Name

SVP & CIO
Title

COUNTY OF CUYAHOGA, OHIO

BY: 

Name: Edward FitzGerald, County Executive

The legal form and correctness
of this Agreement is hereby approved:

Law Department
County of Cuyahoga, Ohio
Majeed G. Makhoul, Director of Law

By: 

Name: ASSISTANT DIRECTOR OF LAW LISA C. AVENANT

Date: 11/14/12