

CONTRACT
SOFTWARE MAINTENANCE AGREEMENT

by and between

CUYAHOGA COUNTY, OHIO

and

ENTRUST, INC.

THIS AGREEMENT (the "Contract") is made and entered into this 23rd day of October, 2012, by and between Cuyahoga County, Ohio ("the County"), on behalf of the County Department of Information Technologies and Entrust, Inc., ("Entrust"), an Maryland Corporation with offices located at Three Lincoln Centre, 5430 LBJ Freeway, Suite 1250, Dallas, TX 75240 (the Provider).

WHEREAS, the County has a present need for renewal of 40 Entrust Certificate Services CMS Account Portal for one year and additional 26 Certificates, at the Cuyahoga County Department of Information Technologies; and

WHEREAS, Entrust is the lowest of three bids for Entrust Certificate Services CMS Account Portal; and

WHEREAS, the County desires to avail itself of such services located at the Cuyahoga County Information Service Center and Entrust 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, Entrust and the County agree as follows:

ARTICLE I – AGREEMENT AND TERM

- 1.1 **Scope of Agreement.** During the term of this Contract, Entrust shall provide the County with all Certificate Services CMS Account Portal identified in Entrust Quote 1-115ZD5 and Entrust Terms and Conditions attached hereto as Schedule A, incorporated by reference herein. 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.
- 1.2 **Term.** The term of this Contract shall commence as of October 23, 2012; and, unless earlier terminated in accordance with the provisions of this Contract, shall continue in effect for a period of one year from commencement date (10/23/12 – 10/22/13). The cost of this Contract shall not exceed **Twenty Four Thousand Four Hundred Forty Dollars** and

Zero Cents (\$24,440.00).

ARTICLE II – SCOPE OF WORK

- 2.1 Rendering of Services. Entrust hereby agrees to render maintenance and support on the products identified in Article 1.1, Schedule A, at a total price which in no event shall exceed **Twenty Four Thousand Four Hundred Forty Dollars and Zero Cents (\$24,440.00).**

ARTICLE III – PAYMENT AND INVOICING

- 3.1 Payment. During the term of this contract, the County shall pay Entrust the costs associated with Certificate Services, yearly, upon receipt of said invoice from Entrust and upon approval of the Cuyahoga County Chief Executive.
- 3.2 Invoicing. Entrust shall invoice the County for services rendered hereunder annually. Entrust shall submit original invoice(s) to the following address:

Cuyahoga County Department of Information Technologies
Business Department
1255 Euclid Avenue, 4th floor
Cleveland, Ohio 44115

ARTICLE IV - DISPUTE RESOLUTION AND TERMINATION

- 4.1 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. Entrust, however, shall be paid for all services and/or materials provided on or prior to the date of termination.
- 4.2 Termination for Convenience. The County may terminate this Contract or any order under this Contract for its convenience and without cause. Any notice of termination will be effective 30 days after the Contractor receives it. If the termination is for the

convenience of the County, the Contractor will be entitled to compensation for any Deliverable that the Contractor has delivered before termination

ARTICLE V – INDEMNITIES AND WARRANTIES

- 5.1 Indemnification. Entrust shall agree to release, indemnify and to hold harmless the County Executive and any and all officers, agents, servants or employees thereof, from any and all responsibility or liability for Entrust gross negligence or willful misconduct under this contract

ARTICLE VI – ADHERENCE TO ELECTRONIC SIGNATURE POLICY OF COUNTY

- 6.1. Electronic Signature. By entering into this Contract, Entrust, 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.
- 6.2. Compliance with O.R.C. Entrust 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.

ARTICLE VII – MISCELLANEOUS

- 7.1. Schedules Incorporated by Reference. The following Schedules are attached hereto and are incorporated by reference herein as if fully rewritten herein:

Schedule A- Entrust Quote 1-115ZD5

- 7.2. 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 Department of Information Technologies
ATTN: Jeff Mowry
1255 Euclid Avenue, 4th Floor
Cleveland, Ohio 44115

In the case of Entrust Inc.:

Legal Department
Entrust, Inc.

Three Lincoln Centre
5430 LBJ Freeway, Suite 1250
Dallas, Texas 75240

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.

- 7.3 Governing Law. This Contract shall be subject to interpretation under the laws of the State of Ohio
- 7.4 Assignment. Entrust 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 Executive by resolution.
- 7.5 Commencement of Contract Performance. In order to protect the interest of Cuyahoga County this contract must be executed by the County Executive before compensation for the services or products set forth in this contract can be provided. In the event that services are provided by Entrust prior to the execution of this agreement by the County Executive, the same will be provided at Entrust 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 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.

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 Entrust have each caused this Contract to be signed and delivered by its duly authorized representative as of the date first written.

Entrust, Inc.

Cuyahoga County, Ohio

Edward FitzGerald, County Executive

BY: 

James Kennedy, VP & COO

BY: 

2012-12-03 14:50:47

Edward FitzGerald, County Executive