

**CONTRAT
BETWEEN
CUYAHOGA COUNTY
AND
MNJ TECHNOLOGIES DIRECT INC.**

RE: Support Renewal and Extension for REDSS' SonicWALL SRA EX7000 Appliances

This Contract entered into this _____ day of _____ 2013, by and between Cuyahoga County, Ohio, Department of Justice Affairs, (hereinafter the "County") and MNJ Technologies Direct Inc. a Corporation with offices located at: 10270 E. Busch Parkway, Buffalo Grove, Illinois 60089.

WHEREAS, the County desires to have MNJ Technologies Direct Inc. provide support and renewal for the SonicWALL SRA EX7000 Appliances.

WHEREAS, MNJ Technologies Direct Inc. desires to provide an upgrade license to the SonicWALL Avantail E- Class SRA Availability, which entails specifically, a 500 Concurrent User-Standard.

NOW, THEREFORE, in consideration of the mutual contracts contained herein, the County and MNJ Technologies Direct Inc. hereby agree as follows:

1. TERM OF CONTRACT

This Contract shall commence on May 1, 2013 ("Effective Date") through April 30, 2015. (2- Years)

Any renewal of the Contract for additional terms shall be made upon mutual written contract of the Parties.

2. PURPOSE AND SCOPE OF CONTRACT

The scope of this contract includes the authorization of a two year maintenance, support and an upgrade license.

Cuyahoga County agrees, upon execution of this contract by both parties, to provide MNJ Technologies Direct Inc., with funding necessary to purchase;

A support renewal for two existing SonicWALL SRA EX7000 appliances:

- Sonic WALL E-Class Support 2 year 24x7 Maintenance
- Sonic WALL Avantail E- Class SRA Availability- Upgrade license- 500 Concurrent User- Standard

3. FUNDING

Cuyahoga County agrees, upon execution of this contract by both parties, to provide MNJ Technologies Direct Inc., with \$20,770.00, for the scope and purpose as described in Section two (2) above. The schedule of payments: is the total amount \$20,770.00 paid in full upon order of the Upgrade License by REDSS.

4. OBLIGATIONS AND RESPONSIBILITIES OF THE PARTIES

This contract obligates the following:

- a. Cuyahoga County agrees to provide MNJ Technologies Direct Inc. with \$20,770.00 (Twenty Thousand, Seven Hundred and Seventy Dollars) to provide renewal support and extensions for SonicWALLSRA EX7000 Appliances as described in Section Two (2)
- b. MNJ Technologies Direct Inc. agrees to provide services in Section Two (2), which contract shall not exceed \$20,770.00 unless mutually agreed by MNJ Technologies Direct Inc. And Cuyahoga County.

5. POINTS OF CONTACT.

a) Cuyahoga County, Department of Justice Affairs
Norberto Colon
Deputy Chief of Staff for Public Safety and Justice Services
216-698-2701

MNJ Technologies Direct Inc.
Jimmy Lochner
800-870-4340

6. INDEMNITY/INSURANCE

MNJ Technologies Direct Inc. agrees to indemnify and save harmless the County and all officers, agents or employees thereof against any and all liability, loss damages, costs or expense for damages sustained by virtue of any act of MNJ Technologies Direct Inc., its officers or employees in the performance of this contract. County agrees that it will be solely responsible for the acts and omissions of its officers, agents, and employees during the term of this contract. Accordingly, MNJ Technologies Direct Inc. and the County agree that each will be solely and entirely responsible for its acts, errors, and omissions, and those of its employees and agents, during the performance of this Contract.

MNJ Technologies Direct Inc. and the County further agree that each will maintain and carry sufficient and appropriate liability insurance relative to the duties and obligations under this Contract.

8. MODIFICATIONS

By the mutual consent of the County and MNJ Technologies Direct Inc., this Contract may be modified whenever such modifications are deemed necessary. Any such modifications to the Contract shall be by written amendment signed by both parties.

9. ANTI-DISCRIMINATION

The County and MNJ Technologies Direct Inc. agree that in the performance of this Contract, there be no discrimination against any person because of race, color, sex, religion, or national origin as provided in Title VII of the Civil Rights Act, sexual orientation, the Laws of the State of Ohio and the City of Cleveland and any such violation, thereof, shall be deemed a breach of the Contract.

10. ENTIRE CONTRACT


This document constitutes the full and complete expression of the Contract between MNJ Technologies Direct Inc. and the County and supersedes any prior or contemporaneous oral or written contracts. No modification of this Contract shall be binding upon the parties unless set forth in writing and signed by both parties, or their respective successors or assigns.

11. ELECTRONIC SIGNATURE

By entering into this Contract, MNJ Technologies Direct Inc. agrees 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 County to said documents shall have the same legal effect as if the signature was manually affixed to a paper version of the document. MNJ Technologies Direct Inc. also agrees 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.

AGREED BY:

MNJ TECHNOLOGIES DIRECT INC.

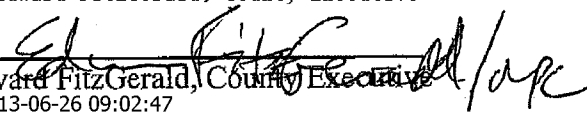


Paul Kozak, Chief Operating Officer

Date: March 22, 2013

CUYAHOGA COUNTY

Edward FitzGerald, County Executive



Edward FitzGerald, County Executive
2013-06-26 09:02:47

Date: _____