

AGREEMENT

by and between

Cuyahoga County, Ohio
and
Pointe Blank Solutions, Ltd.

THIS AGREEMENT (the "Agreement"), is made and entered into by and between Cuyahoga County, Ohio, a political subdivision of the State of Ohio organized and existing under the Charter of Cuyahoga County effective January 1, 2010, as same may have been amended, modified and supplemented to the date hereof, having address at 1219 Ontario Street, Cleveland, Ohio 44113, on behalf of the Cuyahoga County Prosecutor's Office ("the County"), Pointe Blank Solutions, Ltd., a limited liability company with principal offices at 7055 Engle Road, Suite 304, Middleburg Heights, Ohio 44130, and Matrix Pointe Software, LLC, a limited liability company with principal offices at 7055 Engle Road, Suite 304, Middleburg Heights, Ohio 44130 (collectively with Pointe Blank Solutions, Ltd., "Pointe Blank"), and shall become binding the date on which it is executed by Cuyahoga County (the "Effective Date").

WITNESSETH:

WHEREAS, the County and Pointe Blank previously entered into a contract, effective as of July 16, 2009, having Encumbrance No. CE0900516-1 (the "2009 Agreement"), pursuant to which Pointe Blank continued development and implementation of a custom case management system for the Cuyahoga County Prosecutor's Office ("CCPO") referred to as "JusticeMatters" (the "System") that was initiated by CGI-AMS, Inc., pursuant to contract effective as of April 1, 2005, having Encumbrance No. CE0500494-01 (the "2005 Agreement");

WHEREAS, Pointe Blank delivered the System and has since provided maintenance, monitoring, support, and training relating to the System according to the 2009 Agreement;

WHEREAS, Pointe Blank has also delivered to the County software in addition to the System which increased the features, functions, and operations of the System;

WHEREAS, the CCPO has a present need for continued services and maintenance relating to the System, as well as a desire to license additional Pointe Blank developments and enhancements;

WHEREAS, Pointe Blank has the unique ability, education, training and experience to fulfill the CCPO's needs; and,

WHEREAS, the CCPO desires to avail itself of the services and assistance of Pointe Blank, and Pointe Blank is willing to provide such services relating to the System as well as provide additional developments upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Pointe Blank and the County agree as follows:

ARTICLE 1 – AGREEMENT AND TERM

1.1. **Scope of Agreement.** During the term of this Contract, Pointe Blank shall provide the County with software maintenance, monitoring and support services, including the services set forth on Schedule A (the “Scope of Services”) and incorporated by reference herein (the “Services”). For clarity, the Services include the following:

- (a) support and upgrades, production monitoring and maintenance, and user support and training, as identified in the Scope of Services;
- (b) updates, enhancements, modifications and customizations, either through the creation of Deliverables pursuant to a Statement of Work (as defined in Section 7.2) or as otherwise developed or implemented by Pointe Blank for or on behalf of itself or any third party (the “Updates”); and
- (c) up to 400 hours of Professional Services during the Term, as set forth more fully in Article 7.

Pointe Blank shall notify the Project Manager (as designated by the CCPO) promptly if any Updates are complete and ready for general release to its customers, and shall implement such Updates as requested by the CCPO.

1.2. **New Platform.** In addition to the Services identified in Section 1.1, Pointe Blank will provide to the CCPO, if and when completed and made available to its customers generally during the Term, New Platforms, including the items listed under Schedule C. For purposes of this Agreement, a “New Platform” is a product or service developed by Pointe Blank that does not incorporate any County Software (as defined in Section 5.1) and that, while separate and distinct from the System, may replicate features or functions of the System. The County acknowledges and agrees that Pointe Blank shall have no obligation to develop and release any New Platforms during the Term. In the event that any New Platforms are completed and made generally available to its customers during the Term, Pointe Blank shall promptly notify the CCPO that such New Platforms are available and provide a description of such New Platforms for the County’s consideration. Any New Platform provided to and implemented by the CCPO shall constitute a part of the “Services” for purposes of this Agreement.

1.3. **Feedback.** From time to time, the CCPO may provide Pointe Blank with suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the System (“Feedback”). Upon receipt of Feedback, Pointe Blank shall notify the County whether it intends to implement such Feedback as an Update. If Pointe Blank does not intend to implement Feedback as an Update, the CCPO may request that Pointe Blank implement Feedback as Deliverable pursuant to Article 7.

1.4. **Term.** The term of this Agreement shall commence as of March 1, 2013, and shall continue in effect for three years (through February 28, 2016, the "Expiration Date"), unless earlier terminated in accordance with the provisions of this Agreement (the "Term").

ARTICLE 2 – SCOPE OF WORK

2.1. **Rendering of Services.** Pointe Blank hereby agrees to render the Services at a total price which shall in no event exceed the amount of **One Million Eight Hundred Thousand Dollars (\$1,800,000.00)** during the term of this Agreement.

ARTICLE 3 – PAYMENT AND INVOICING

3.1. **Payment.** In consideration for Pointe Blank performing its obligation under this Agreement, the County shall pay Pointe Blank the fees identified on Schedule B for all Services (the "Fees").

3.2. **Invoicing.** Within thirty (30) days of the last day of each month of the Term, Pointe Blank shall invoice the County for one-twelfth of the Fees for the then-current year of the Term (each, an "Invoice"). Each Invoice shall include a description of the Services provided during the applicable month, the applicable Fees, and such other information as reasonably requested by the Project Manager. A copy of the Invoice shall be submitted to the person designated by the Project Manager for review, and the County shall pay the invoiced amount within thirty (30) days of receipt of an Invoice, subject to Section 3.4, below. Pointe Blank shall submit Invoice(s) to the following address:

Cuyahoga County Prosecutor's Office
Attn: Director of Finance & Operations
The Justice Center, Courts Tower
1200 Ontario Street, 9th Floor
Cleveland, Ohio 44113
Phone: (216) 698-2222
Fax: (216) 698-2270

3.3. **All-Inclusive Price.** The prices set forth on Schedule B are inclusive of all costs relating to the services to be provided, including but not limited to all travel, packaging, shipment, and delivery costs. Pointe Blank understands that the County is exempt from Federal excise tax and from all state and local taxes. The County excise tax exemption number is No. 29 political subdivision of the State of Ohio (Federal I.D. No. 346000817). State sales and use tax certificates of exemption and any other relevant exemption certificates shall be issued to Pointe Blank on or before the Effective Date of this Agreement.

3.4. **Payment Disputes.** Any dispute regarding an Invoice, or any part thereof, for any period shall be subject to the dispute resolution procedures set forth in Section 8.1 of this Agreement.

ARTICLE 4 – INDEMNITIES WARRANTIES AND LIABILITIES

4.1. **Flow Down Provisions.** This Agreement was awarded to Pointe Blank based upon Pointe Blank's unique qualifications and skills. No Services to be performed or provided by Pointe

Blank may be performed by anyone other than Pointe Blank without the Project Manager's prior written consent, which shall not be unreasonably withheld.

4.2. Indemnification. Pointe Blank shall indemnify and save the County harmless from suits and actions of every nature and description brought against the County, for or on account of any injuries (including death) to persons or damages to real or tangible property solely to the extent such injuries or damages are caused by an act or omission of Pointe Blank, its servants, or agents and arise out of the performance of the Services, subject to the requirements of Section 4.3.

4.3. Condition Precedent to Indemnification. The indemnities in this Article 4 are conditioned upon (a) the County providing Pointe Blank prompt written notice of the claim, allegation or action for which indemnification is sought; (b) Pointe Blank is given control of the defense and settlement of the matter; (c) the County providing all cooperation and information reasonably requested by Pointe Blank, at Pointe Blank's expense; and (d) the claims not having arisen in whole or in part due to the County's use of the System or Services outside of its intended purpose or in breach of the Agreement. The indemnity obligations in Section 4.2 shall not apply to any injury or loss that is directly and proximately caused by the County's failure or delay in providing the required written notice.

4.4. Indemnification for Infringement. Pointe Blank represents and warrants that, to its knowledge as of the Effective Date, the System and Services do not infringe the rights of any third party. In the event a claim is made against the County for infringement of any third party's intellectual property rights based on the System or Services, Pointe Blank will defend the claim on the County's behalf and indemnify and hold the County harmless from all financial liability (including legal fees), subject to the requirements of Section 4.3. Notwithstanding the foregoing, Pointe Blank shall have no obligation under this Section 4.4 or other liability for any infringement claim to the extent such claim results from: (a) use of the System or Services by the County in combination with any hardware, software, firmware or other elements not recommended or approved for use by Pointe Blank or used without Pointe Blank's knowledge; (b) use of the System or Services by the County outside of its intended purpose or by parties other than the County; (c) modification or alteration of the System or Services by a person or entity other than Pointe Blank; (d) any instruction, information, design or other materials furnished by the County to Pointe Blank after the Effective Date, provided that Pointe Blank did not have actual knowledge that the alleged infringement would occur as a result of such instruction, information, design or other materials furnished by the County; and (e) the County's continuing use of the allegedly infringing Services after being informed thereof and provided with modifications thereto that would have avoided the alleged infringement, subject to Section 4.5.

4.5. Resolving Claims of Infringement. If the County cannot use the System, Services, or any part thereof as a result of a claim, allegation or finding of infringement, Pointe Blank, at its option and expense, will either:

- (a) obtain a license for the County's continued use of the System or Services,
- (b) provide a non-infringing work-around that preserves the functionality of the affected portion of the System or Services,

- (c) refund to the County all fees for items rendered unusable because of the claim, allegation, or finding of infringement, or
- (d) if none of (a)-(c) above are commercially reasonable, terminate the Agreement and refund all of the Fees paid to Pointe Blank as of the termination date.

Sections 4.4 and 4.5 set forth the exclusive remedy and entire liability and obligation of Pointe Blank with respect to intellectual property infringement claims. Once Pointe Blank has done one of the above, and subject to fulfillment of its obligations set forth in Section 4.4, it shall have no further liability to the County with respect to the alleged infringement.

4.6. Warranties. Pointe Blank warrants that: (a) the Services rendered hereunder will be performed by qualified personnel; (b) the System and Services, when used in accord with the documentation provided to the County, shall be capable of performing as intended without error or causing system lock-ups; (c) the Services will materially conform to the specifications set forth in the Scope of Services; (d) it has all rights necessary to perform the Services and grant the licenses granted herein; and (e) Pointe Blank shall use commercially reasonable efforts to ensure that the System and Services do not contain any code, module, routine or other functionality that would enable Pointe Blank or any third party to disable or limit the County's access to or ability to use the System, Services, or the County's computer systems or network. The County's sole and exclusive remedy in the event that the System or Services do not comply with the foregoing warranties is to notify Pointe Blank and Pointe Blank will correct the Services to bring them into compliance with such warranties without charge. To obtain warranty service under this Section 4.6, the noncompliance must be reported to Pointe Blank within the later of ninety (90) days of delivery of the Services in question or thirty (30) days after discovery of the noncompliance (provided that the noncompliance is discovered prior to the termination or expiration of this Agreement). County acknowledges and agrees that Pointe Blank shall have no obligation under these warranties after the date in which this Agreement terminates or expires for any reason. County further acknowledges and agrees that the warranties above shall not apply to any errors, failures, or other degradation of the System or Services caused by County's use of the System or Services in a manner not intended by this Agreement or the documentation or that is caused by a failure of the software, systems or other computing infrastructure not included as part of the System or Services. EXCEPT AS OTHERWISE STATED IN THIS SECTION 4.6, POINTE BLANK DISCLAIMS ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND ANY WARRANTY ARISING FROM A COURSE OF DEALING, ASIDE FROM THE WARRANTIES AND EXCLUSIVE REMEDIES ABOVE, POINTE BLANK DOES NOT OTHERWISE WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED AND ERROR FREE. The County is responsible for establishing and following adequate procedures for creation, storage and restoration of backups, and for intrusion detection and virus scanning with respect to the System and its associated data.

4.7. Limitations of Liability. POINTE BLANK WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING LOST PROFITS. THE TOTAL LIABILITY OF POINTE BLANK UNDER THIS

AGREEMENT WILL NOT EXCEED THE AMOUNTS PAID OF PAYABLE TO POINTE BLANK UNDER THIS AGREEMENT.

ARTICLE 5 – SOFTWARE AND OWNERSHIP RIGHTS

5.1. County Software. Pointe Blank acknowledges and affirms that the County owns and shall continue to own all right, title and interest in and to the “System,” exclusive of the “Pointe Blank Software” and any software or tools licensed from one or more third parties, as set forth in Section 5.1 of the 2009 Agreement, and all work product resulting from professional services rendered by Pointe Blank under Article 7 of this Agreement (collectively, the “County Software”). Pointe Blank agrees to, and does hereby, assign to the County all right, title and interest in and to the County Software and agrees to provide information and execute any documentation reasonably requested by the County to give effect to the terms of this Section 5.1. The County hereby grants to Pointe Blank a perpetual, irrevocable, transferable, worldwide, royalty-free, fully paid-up right and license, with rights of sublicense and to create derivative works thereof, to the County Software, exclusive of any Deliverables implementing Feedback for which Pointe Blank notified the County it did not intend to implement as an Update (provided, however, that Pointe Blank shall continue to own and/or have rights to use any common components, toolkits, code, and/or Pointe Blank Software incorporated into such Deliverables). The County agrees that, upon request from Pointe Blank, it will provide a written certification that Pointe Blank is authorized to sublicense and create derivative works from the County Software subject to the foregoing license, which certification Pointe Blank may provide to third parties, including potential licensees. The County represents and warrants that it shall maintain as confidential and use the County Software solely in conjunction with the Pointe Blank Software both during and after the Term.

5.2. Pointe Blank Software. The County acknowledges and affirms that Pointe Blank owns and shall continue to own the “Pointe Blank Software” as defined and set forth in Section 5.2 of the 2009 Agreement and all Updates (collectively, the “Pointe Blank Software”). Pointe Blank hereby grants to the County a nonexclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid-up right and license to the Pointe Blank Software included as a part of the System or the Services subject to the following conditions: (a) the Pointe Blank Software may only be used by the CCPO and any political subdivision, department or office of the County designated in writing by the CCPO in its sole discretion; provided, however, that Pointe Blank shall have no obligation to provide support, maintenance, training or any other Services to any political subdivision, department or office of the County other than the CCPO; (b) the Pointe Blank Software shall not be used separately from the County Software; (c) the Pointe Blank Software shall be maintained by the County as Confidential Information. Subject to the rights granted in Section 5.4, the County further agrees that it shall not: (i) permit any party other than Pointe Blank to alter, maintain, enhance or otherwise modify the Pointe Blank Software; (ii) the County shall not disassemble, decompile or reverse engineer the Pointe Blank Software or otherwise attempt to discover its source code; or (f) prepare any derivative works based on the Pointe Blank Software.

5.3. New Platforms. County acknowledges and agrees that Pointe Blank shall own all, right, title, and interest in any New Platform, including but not limited to those items set forth on Schedule C. In the event that a New Platform is made available to County during the Term, Pointe Blank hereby grants to the County a nonexclusive, perpetual, worldwide, royalty-free,

fully paid-up right and license to use the New Platforms subject to the following conditions: (a) the New Platforms may only be used by the CCPO and any political subdivision, department or office of the County designated in writing by the CCPO in its sole discretion; provided, however, that Pointe Blank shall have no obligation to provide support, maintenance, training or any other Services regarding the New Platform to any political subdivision, office or department of the County other than the CCPO; (b) the New Platform shall not be used for any purpose other than that contemplated by this Agreement; (c) the New Platform shall be maintained by the County as Confidential Information. Subject to the rights granted in Section 5.4, the County further agrees that it shall not: (i) permit any party other than Pointe Blank to alter, maintain, enhance or otherwise modify the New Platform; (ii) the County shall not disassemble, decompile or reverse engineer the New Platform or otherwise attempt to discover its source code; or (f) prepare any derivative works based on the New Platform.

5.4. Source Code and Source Code License. In the event that Pointe Blank becomes unwilling or unable to continue to provide the Services or, upon request of the County, in the event that this Agreement reaches the Expiration Date without default or material breach by the County, Pointe Blank shall provide to the County all source code and other software necessary to support, maintain, use and otherwise continue to operate the System and the Services, including the applicable Updates, Deliverables, and any New Platform provided to the County. The source code and other software shall be in decrypted, open and modifiable format, together with any proprietary compiler used to translate the source code to machine code if the County does not already have the compiler (the "Source Code"). Pointe Blank hereby grants to the County a perpetual, irrevocable (subject to the scope of the Source Code License defined below), worldwide, royalty-free, fully paid-up right and license to use, copy, install, modify, compile, maintain, and update the Source Code solely to the extent necessary to support, maintain, use and otherwise continue to operate the System and any applicable Updates, Deliverables, and New Platform for internal purposes (the "Source Code License"). The Source Code may only be used by the CCPO and any political subdivision, office or department of the County designated in writing by the CCPO in its sole discretion and solely in compliance with the Source Code License. Notwithstanding anything to the contrary in this Agreement, County shall maintain the Source Code as Confidential Information. In the event that the County retains the services of third party to help it support, maintain, use or otherwise continue to operate the System and the Services provided to the County, the County shall cause any such third party to enter into an agreement that maintains the Source Code as Confidential Information, prohibits its disclosure of all Source Code, and limits such third party to using the Source Code solely for the purposes of the Source Code License in this Section 5.4.

5.5. Ownership of Data. All information, data and other records, including data and records of the County or any other political subdivision of the State of Ohio, that are entered into, maintained or stored in, or generated through the use of the System or the Services or that are otherwise supplied to Pointe Blank by the County or any other political subdivision of the State of Ohio, (collectively, "County Data") are and shall remain the sole property of the County and the State of Ohio. Pointe Blank shall maintain County Data as Confidential Information and shall not, without the County's written consent, copy or use County Data except to carry out its obligations under this Agreement and to improve the Services. Notwithstanding anything in this Agreement to the contrary, upon termination or expiration of this Agreement for any reason, Pointe Blank agrees to provide the County (or a third party acting on its behalf) all data

dictionaries, entity relationships, database configurations, encryption passwords, forms, automated reports, or other artifacts existing as of the date that this Agreement terminates or expires for any reason (the "Transfer Data") at no additional charge. The parties acknowledge and agree that the provisioning of Transfer Data shall not require Pointe Blank to create any additional materials or provide services following the termination or expiration of this Agreement. The County and any party acting on its behalf shall maintain the Transfer Data as Confidential Information.

5.6. Use by The County. The County acknowledges and agrees that it is solely responsible for its use of the County Software, the Pointe Blank Software, and any New Platforms by its personnel, through its equipment, or at its facilities, whether or not authorized, and that the County shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with its use, including those related to data privacy and personally-identifiable information. The County agrees to take all reasonable steps to protect the County Software, the Pointe Blank Software, and any New Platforms from unauthorized copying or use.

5.7. Use by Pointe Blank. Pointe Blank acknowledges and agrees that it is solely responsible for its use of the County Software by its personnel and its sublicensees, through its or their equipment, or at its or their facilities, whether or not authorized, and that the Pointe Blank and its sublicensees shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with its use, including those related to data privacy and personally-identifiable information.

ARTICLE 6 – CONFIDENTIALITY

6.1. "Confidential Information" means all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is identified as such in this Agreement, designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

6.2. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of a like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information.

6.3. Unless specifically authorized by the Disclosing Party in writing, the Receiving Party shall only use Confidential Information of the other for purposes fulfilling its obligations under this Agreement. A Receiving Party only may disclose Confidential Information to third parties who have a *bona fide* need to know such information for a purpose permitted under this Agreement who have agreed not to use or disclose such information for any other purpose or to

any other person on terms no less restrictive than those contained in this Article 6. The County and Pointe Blank agree that the restrictions set forth in this Article 6 are both reasonable and necessary to protect each other's legitimate interests, including but not limited to the County and the CCPO's legitimate need to maintain privileged and confidential data and information in the strictest of confidence and security and Pointe Blank's legitimate need to protect its goodwill, trade secrets and business interests.

6.4. If the Receiving Party discloses or uses (or threatens to use) any Confidential Information of the Disclosing Party in breach of this Article 6, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts.

6.5. In the event that a party is requested or required (by request for information or documents in any legal proceeding, interrogatory, subpoena, civil investigative demand, public records request under the Ohio Public Records Act, R.C. 149.43 *et seq.*, or similar process) to disclose the Confidential Information of the other, such party shall notify the Disclosing Party promptly of the request or requirement so that the Disclosing Party may seek an order prohibiting or protecting against such disclosure. The Receiving Party may disclose the requested information if the Disclosing Party fails to obtain an order prohibiting or protecting against disclosure or if the Receiving Party, on the advice of counsel, reasonably believes that it must either disclose the requested information or be liable for contempt or otherwise be subject to civil or criminal penalty, including under Ohio Public Records Act.

ARTICLE 7 – PROFESSIONAL SERVICES

7.1. The terms and conditions set forth in this Article 7 shall apply to any professional services provided by Pointe Blank to the CCPO that are not included as a part of the Scope of Services, including but not limited to the development and implementation of any Deliverables (as defined in Section 7.2 below) implementing Feedback. Professional services include, without limitation, consultancy, software development consultancy, technical consultancy, application consultancy, and CCPO-specific training ("Professional Services") outside the Scope of Services.

7.2. In response to a project request submitted by the CCPO, Pointe Blank shall (at Pointe Blank's expense) provide the County a written statement (a "Project Proposal"). Each Project Proposal shall include (i) a breakdown of the charge and schedule impacts, (ii) a description of any changes to the specifications and responsibilities of the parties, (iii) a schedule for delivery and other performance obligations, and (iv) any other information related to the Project Proposal reasonably required by the CCPO. Following receipt of the Project Proposal, the parties shall negotiate in good faith to reach agreement upon a statement of work that identifies the specific services to be provided and/or project deliverable(s) (the "Deliverables"), the implementation schedule, the hours required to provide the identified services or produce the Deliverables, and any costs not included within this Agreement (a "Statement of Work"). A Statement of Work shall be deemed accepted upon execution by both parties, and upon acceptance shall be subject to the terms and conditions of this Agreement.

7.3. Pointe Blank acknowledges and agrees that that any Professional Services beyond the 400 hours identified in Section 1.1(c) or that would exceed the not-to-exceed price set forth in Section 2.1 shall require express advanced written approval by the CCPO and will be billed

separately at the then most favorable rate offered by Pointe Blank to any of its clients. The CCPO acknowledges and agrees that any unused portion of the 400 hours at the termination of this contract will be forfeited. In the event the CCPO desires to change an accepted Statement of Work, it shall submit to Pointe Blank a change order that identifies the specific changes to the Statement of Work being requested (a "Change Order"). Following receipt of a Change Order, Pointe Blank shall work with the CCPO to reach agreement as to any amendments to the Statement of Work, including any changes to the Deliverables, the implementation schedule, the hours required and any other costs. A Statement of Work only may be changed by a Change Order executed by both Pointe Blank and the CCPO.

7.4. The Deliverables shall be deemed accepted unless the CCPO notifies Pointe Blank in writing of any non-conformity to the Statement of Work within ninety (90) days after Pointe Blank notifies the CCPO in writing that it has completed performance of the Statement of Work, including all Deliverables. In the event of such a notice, Pointe Blank shall re-perform the Professional Services necessary to correct the noticed non-conformity as a matter of priority and at no charge to the CCPO, and the re-performed Professional Services shall be subject to notice and acceptance under this Section 7.4. Any disputes regarding a notice of non-conformity shall be subject to the dispute resolution procedures set forth in Section 8.1.

ARTICLE 8 – DISPUTE RESOLUTION AND TERMINATION

8.1. Dispute Resolution.

- (a) In the event of any dispute or disagreement between Pointe Blank and the CCPO, either with respect to the interpretation of any provision of this Agreement or with respect to the performance by Pointe Blank or the CCPO hereunder, which cannot be resolved in the normal course of business, then upon written notice of either party (a "Dispute Notice"), 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 Notice or to negotiate for an adjustment to such provision of this Agreement. 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 Dispute Notice. 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; provided, however, that neither party shall be required to disclose information subject to confidentiality agreements or that it would otherwise maintain as confidential unless the parties agree otherwise in writing. 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.
- (b) No formal legal proceedings relating to any such dispute may be commenced until
 - (i) sixty (60) days has passed from the Dispute Notice without resolution, or
 - (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 writing (a "Final Notice"). Upon satisfaction of this Article and the conditions described in (i) or (ii) above, each party is free to pursue any remedy available to it in law or equity, each bearing its own costs.

- (c) In the event either party fails to perform its obligations under this Agreement and such failure continues for a period of thirty (30) days following Final Notice by the non-breaching party, the non-breaching party may terminate this Agreement effective immediately by giving written notice thereof.
- (d) The rights and obligations of the parties under this Section shall not limit either party's right to seek immediate injunctive relief to prevent a material breach of this Agreement by the other party or limit either party's right to terminate this Agreement as may be otherwise permitted hereunder.

8.2. Termination Without Cause. The CCPO may terminate this Agreement at any time with thirty (30) days written notice to Pointe Blank. Pointe Blank, however, shall be paid for all approved Services actually provided on or prior to the date of termination.

8.3. Termination for Financial Instability. In the event that Pointe Blank 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 Pointe Blank 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.

8.4. Survival of Terms. Termination or expiration of this Agreement for any reason shall not release either party from any liabilities or obligations set forth in this Agreement 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. For the avoidance of doubt and without limiting the generality of the foregoing, Articles 4, 5 and 6 shall survive termination or expiration of this Agreement.

ARTICLE 9 – ADHERENCE TO ELECTRONIC SIGNATURE POLICY OF COUNTY

9.1. By entering into this Agreement, Pointe Blank, 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 the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document.

9.2. Pointe Blank 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 10 – MISCELLANEOUS

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

Schedule A: Statement of Work

Schedule B: Pricing / Payment Schedule

Schedule C: Future Products and Features

10.2. Relationship of Parties. Pointe Blank is performing pursuant to this Agreement only as an independent contractor. Pointe Blank has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed its obligations set forth in this Agreement, except as otherwise agreed upon by the parties. Nothing set forth in this Agreement shall be construed to create the relationship of principal and agent between Pointe Blank and the County. Neither party shall act or attempt to act or represent itself, directly or by implication, as an agent of the other party or its affiliates or in any manner assume or create any obligation on behalf of, or in the name of the other party or its affiliates.

10.3. Record Audit Retention. Pointe Blank agrees to make all pertinent contractual books and records and other documents pertaining to this Agreement available to the County and its designated agents for purpose of audit and examination upon reasonable request and prior notice once per calendar year during the term of this Agreement and for a period of two (2) years from the expiration date or final payment under this Agreement, whichever is later; provided however, that should Pointe Blank be notified that an audit has been commenced pursuant to Ohio Revised Code §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.

10.4. Compliance with Digital Imaging and Electronic Standards. Where applicable, Pointe Blank is aware that the System replaced an existing paper system with a digital records system; and Pointe Blank represents and warrants that the System does and will continue to comply with all digital imaging and electronic records standards to preserve the admissibility of such records in all judicial, administrative and auditing proceedings will be preserved. Pointe Blank further expressly warrants that the audit trails and security configuration of the databases and servers will remain in compliance with all Federal and State laws and regulations, including but not limited to, the Health Insurance Portability and Accountability Act of 1996; the Electronic Signatures in Global and National Commerce Act of 2000 (S.761); the U.S. Department of Health and Human Services Regulations contained in 21 CFR Part 11; the Ohio Electronic Records and Signatures Act of 2000 (Sub. H.B. 488), O.R.C. Section 1306.01 et seq.; the final Ohio Department of Administrative Services "111" rules; and, the Ohio Rules of Evidence.

10.5. Force Majeure. Neither party will be liable to the other party hereunder or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, acts of the government, the other party hereto, or third parties (excluding subcontractors or agents), fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather.

10.6. Notices. Wherever one party is required or permitted to give notice to the other pursuant to this Agreement, 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 Prosecutor's Office
Attn: Jane Platten, Chief of Staff
1200 Ontario Street, Ninth Floor
Cleveland, Ohio 44113

with a copy to:

Cuyahoga County Prosecutor's Office
Attn: Dave Lambert, Chief of Civil Division
1200 Ontario Street, Ninth Floor
Cleveland, Ohio 44113

In the case of Pointe Blank:

Pointe Blank
Attn: Joseph J. Whang, Chief Executive Officer
7055 Engle Rd. Suite 304
Middleburg Heights, Ohio 44130

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.

10.7. Severability. If, and only to the extent that, any provision of this Agreement 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 Agreement 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 Agreement 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.

10.8. 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.

10.9. Headings and Interpretation. The article and section headings used herein are for reference and convenience only, and shall not have any effect on the interpretation or meaning of any provision hereof.

10.10. Governing Law. This Agreement shall be subject to interpretation under and shall be governed by the laws of the State of Ohio without reference to conflict of laws, and is subject to the review of the CCPO as to legal form and correctness. Any suit arising from or relating to this Agreement shall be instituted in a state or federal court located in Cuyahoga County, and the parties hereby consent to and waive all challenge and objection to the exclusive jurisdiction of such courts the exclusion of all other courts and jurisdictions for any disputes relating to or arising out of this Agreement.

10.11. Security Standards. Pointe Blank agrees to maintain security standards consistent with the security standards of the Cuyahoga County Information Services Center. This includes strict control of access to data and maintenance of confidentiality gained by Pointe Blank (and those working for or on its behalf) while performing its duties, including any device, process, method or technique originated by or peculiarly within the knowledge of the County and its representatives, employees, and those in privy with it, which is not available to the public and is subject to protection as property under recognized principles. Pointe Blank agrees to treat all knowledge gained from access to Information Services Center applications, systems and programs as "Confidential Information."

10.12. Social Security Act. Pointe Blank shall be and remain an independent contractor 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 Pointe Blank 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 said Pointe Blank also agrees to indemnify and save harmless the County from such contributions or taxes or liability.

10.13. 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 approval of Pointe Blank (in the case of the County's requested assignment) or the County (in the case of Pointe Blank's requested assignment); provided, however, that Pointe Blank may assign this Agreement or any of its rights hereunder to any affiliate of Pointe Blank, or to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets, or business of Pointe Blank. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assignees. This Contract shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

10.14. Contract Processing. Pointe Blank shall submit four (4) original copies of this Agreement with original signatures to the following:

Cuyahoga County Prosecutor's Office
ATTN: Jane Platten, Chief of Staff
1200 Ontario Street, Ninth Floor
Cleveland, Ohio 44113

10.15. Commencement of Performance. In order to protect the interest of Cuyahoga County this Agreement must be executed by the Cuyahoga 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 Pointe Blank prior to the execution of this agreement by the Cuyahoga County Executive, the same will be provided at Pointe Blank's risk, and payment therefore cannot, and will not, be made unless and until this agreement is approved by the Cuyahoga County Executive. Upon approval by the Cuyahoga County Executive of this Agreement, however, any and all prior performance under this contract 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 contract limit.

10.16. Entire Agreement and Modification. This Agreement 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 Agreement which are not fully expressed herein. For clarity, the parties acknowledge and agree that, as of the Effective Date, this Agreement supersedes and replaces the 2009 Agreement in its entirety. 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.

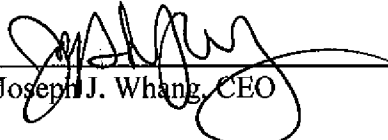
10.17. Applicable Laws. This Agreement is subject to all applicable County ordinances, including, but not limited to: (i) the Cuyahoga County Ethics Ordinance, (ii) the Cuyahoga County Inspector General Ordinance, and (iii) the Contracting and Purchasing Procedures Ordinance (the "County Ordinances"). Pointe Blank shall comply with all County Ordinances as an integral part of this Agreement. Copies of all County Ordinances are available on the County Council's web site at <http://council.cuyahogacounty.us/>.

10.18. No Indemnity. Pointe Blank acknowledges that as an Ohio political subdivision, the County does not indemnify any person or entity, and agrees that no provision of this Agreement or any other contract or agreement between Pointe Blank and the County may be interpreted to obligate the County to indemnify or defend Pointe Blank or any other party.

10.19. Findings of Recovery. Pointe Blank represents and warrants that it is not subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24. If this representation and warranty is deemed to be false, this Agreement is void *ab initio*, and Pointe Blank must make the County whole for any damages sustained by the County.

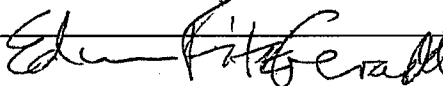
IN WITNESS WHEREOF, the County and Pointe Blank have each caused this Agreement to be signed and delivered by its duly authorized representative as of the date first written above.

Pointe Blank Solutions, Ltd.

By: 
Name: Joseph J. Whang, CEO


The County of Cuyahoga, Ohio.

Edward FitzGerald, County Executive

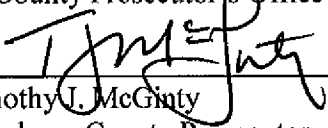
By: 
Name: 2013-10-11 17:29:32

Title: _____

Matrix Pointe Software, LLC

By: 
Name: Joseph J. Whang, CEO

Cuyahoga County Prosecutor's Office

By: 
Name: Timothy J. McGinty
Title: Cuyahoga County Prosecutor



Schedule A: Scope of Services

Support and Upgrades

During the term of the Agreement, Pointe Blank will provide maintenance, upgrades, and additional features and functions. These items include:

- All feature enhancements to Pointe Blank Applications, including Foundation, MatrixProsecutor, MatrixCrime, MatrixDiscovery, MatrixAdministration, MatrixClerk and MatrixProsecutor - Foreclosure
- SQL Server support – not including the purchase of Microsoft SQL Server licenses
- Third Party Components – Infragistics, activePDF, LeadTools, Dundas Controls, FlyGrid, novaPDF, PDFView4NET, Nevron
- Pointe Blank Modules – Foundation, DocuPointe™, Notes, Tasks, Calendar, Publishing, Word add-in, Dashboard, Permission, Work Flow, Work View

Production Monitoring and Maintenance

CCPO currently houses and supports the system. Pointe Blank will assist by providing production monitoring and maintenance services to ensure the ongoing availability of the production system components. These components include:

ActivePDF DocConverter	ActivePDF Server	Case File Print Station
Case Number Assignment Site	CCPO CPD Database	CCPO CRIME Dashboard Database
CRIME Database	CPD Case Processing Service	CPD Flat File Processing
Document PDF Converter Service	DocuPointe Document Module	DocuPointe Office Addin
DocuPointe Print	DocuPointe Print Preparation	DocuPointe Repository
DocuPointe SQL Upload	External Data Import Service	Grand Jury Foreman Indictments
Grand Jury Foreman Registration	IMACS Batch linking	Indictment Publishing Service
Intake Scan directory	Intake Scan Import Service	MatrixAdministration
MatrixProsecutor	MatrixCrime	MatrixIndictment
Matrix Dashboard Service	Matrix Data Upload Web	MatrixDiscovery
Note Module Configuration	Service Portable Printer Export	Portable Printer Import
Print Service Configuration Utility	Reporting Services	Task Module Configuration
Web Delivery Service	SQL Server Maintenance	Server Performance monitoring.

User Support and Training

Tier 1 support, which includes basic training, help desk support and trouble-shooting, shall be provided by the Project Manager.

Pointe Blank will provide unlimited Tier 2 and Tier 3 support during normal business hours. Tier 2 support includes secondary training and advanced help and troubleshooting. Tier 3 support includes advanced technical and software support.

Consistent with existing processes, Pointe Blank will also provide reasonable after hour support as requested for special projects and deployments.

Pointe Blank will continue to provide on-site project management as reasonably requested by the Project Manager. Point Blank will also continue web training for new product and feature releases.

Special Projects

As part of this proposal, Pointe Blank will include, at no additional cost, up to 400 hours of Professional Services. These projects will be defined, estimated and completed in accord with Article 7 of the Agreement.

Schedule B: Fee Schedule

Year	Maintenance Fees	Monthly Maintenance Fees
1	\$600,000	\$50,000
2	\$600,000	\$50,000
3	\$600,000	\$50,000
Total	\$1,800,000	

Schedule C: Future Products and Features

In addition to the Pointe Blank Software and Upgrades provided under this Agreement, Pointe Blank will make available to County, upon County's request, additional future releases of Prosecutor products during the Term of the Agreement, provided such products are completed and released generally during the term. These products shall constitute New Platforms as defined in the Agreement and include, but are not limited to, the following:

Product	Description
MatrixExchange	MatrixExchange is a national data warehouse of justice information. It will allow proactive notification of persons of interest. It will also notify you if a party on your case was found in another jurisdiction.
MatrixGo	MatrixGo is an iPad application that will allow you to take your docket with you and access your files in a "disconnected" environment.
MatrixProsecutor (Web)	A new from the ground up MatrixProsecutor application built on the successful framework from our MatrixInvestigator product. It is a fully web-based application, which is easier to use, more widely accessible, and with greater performance.
MatrixProsecutor for Children & Family Services	A version of MatrixProsecutor with enhanced features that supports the unique needs of custody, supervision, permanency, abuse and neglect cases.
MatrixProsecutor for Child Support Enforcement	A version of MatrixProsecutor with enhanced features that supports the unique needs of establishment, enforcement and non-support cases.
MatrixCivil	A web based Civil system that enhances matter management with a client and document portal. It incorporates our new web-based workflow tool.
MatrixEdocs	Integrated with all other Matrix applications, MatrixEdocs provides an integrated document management environment with a stand-alone capability. You can use it for general document needs as well as access to your existing case documents.