

CONTRACT

by and between

CUYAHOGA COUNTY, OHIO

and

NOVACOAST, INC.

THIS AGREEMENT (the "Contract") is made and entered into this 17 day of Dec., 2013, by and between Cuyahoga County, Ohio ("the County") on behalf of the Cuyahoga County Department of Information Technology and Novacoast, Inc., ("Novacoast"), a California corporation with its principal place of business at, 1505 Chapala Street, Santa Barbara, CA 93101 (the "Provider")

WHEREAS, the County has an need for Professional Services – to support the GroupWise System Recovery, at the Department of Information Technology, as outlined on the attached Proposal, attached hereto and incorporated by reference herein as Schedule A; and

WHEREAS, Novacoast submitted the lowest hourly bid for GroupWise Consulting Services; and

WHEREAS, the County desires to avail itself of Novacoast services and Novacoast is willing to provide such services 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, Novacoast and the County agree as follows:

ARTICLE I – AGREEMENT AND TERM

1.1 Scope of Agreement. During the term of this Contract, Novacoast shall provide to the County under this agreement with Professional Services – to consult, assist and advise on GroupWise System, as detailed in Novacoast's Statement of Work, dated July 29, 2013, attached hereto and incorporated by reference herein as Schedule A, insofar as the terms of Schedule A concur with this agreement. 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 December 1, 2013; and, unless earlier terminated in accordance with the provisions of this Contract, shall continue in effect for five months from the date of commencement. (12/1/13 – 5/1/14), the cost of this contract shall be in an amount not to exceed Seven Thousand Dollars and Zero Cents (\$7,000.00).

ARTICLE II – ADDITIONAL SERVICES

2.1 At the request of the County, and with the consent of Novacoast, Novacoast may also provide further technical, operational or other assistance on a consulting basis to the County, but such services would require an amendment to this Agreement between the County and Novacoast.

ARTICLE III – PAYMENT AND INVOICING

3.1 Payment. During the term of this contract, the County shall pay, the costs associated with custom services monthly upon receipt of invoice from Novacoast and after the initial contract approval of the County Executive.

3.2 Invoicing. Novacoast shall invoice the County upon completion of services and upon execution of this agreement. Novacoast shall submit original invoice(s) to the following address:

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

ARTICLE IV - INDEMNITIES AND LIABILITIES

4.1 Subcontracting. This Contract was awarded to Novacoast based upon Novacoast's unique qualifications and skills, and no task required to be performed under this contract by Novacoast shall be subcontracted to third parties without the express written consent of Cuyahoga County.

4.2 Indemnification.

Contractor hereby indemnifies, defends and holds harmless the County and its respective officers, officials, directors, board members, employees, and agents, from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses (including attorney's fees and other costs of defense), of any nature, kind or description, that result from (a) the negligent acts or omissions of Contractor, including all of its officers, owners, principals, subcontractors, employees, and agents, or (b) breach or default by Contractor under any terms or provisions of this Contract.

Contractor acknowledges that, as an political subdivision of the State of Ohio, the County does not indemnify any person or entity. Contractor agrees that no provision of this Contract or any other contract or agreement between Contractor and the County may be interpreted to obligate the County to indemnify or defend Contractor or any other party.

ARTICLE V - DISPUTE RESOLUTION AND TERMINATION

5.1 Dispute Resolution.

a) In the event of any dispute or disagreement between Novacoast and the County, either with respect to the interpretation of any provision of this Contract or with respect to the performance by Novacoast 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 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 Contract. 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 matter in issue which the parties believe to be appropriate and germane in connection with its resolution. 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. 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.

(b) The rights and obligations of the parties under this provision shall not limit either party's right to terminate this Contract as may be otherwise permitted hereunder.

5.2 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. Novacoast, however, shall be paid for all services and/or materials provided on or prior to the date of termination.

5.3 Termination for Financial Instability. In the event that Novacoast 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 Novacoast of a meritorious petition in bankruptcy under any bankruptcy or debtor's law, the County may, at its option, immediately terminate this Contract under Section 5.2, the "Termination for Default" clause, by giving written notice thereof.

5.4 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 VI – ADHERENCE TO ELECTRONIC SIGNATURE POLICY OF COUNTY

6.1 By entering into this Contract, Novacoast, 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 Novacoast 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 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 Technology
ATTN: Jeff Mowry, CIO
1255 Euclid Avenue, 4th Floor
Cleveland, Ohio 44115

In the case of Novacoast:

Michelle Erickson
Novacoast, Inc.
1505 Chapaia Street
Santa Barbara, CA 93101

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.

7.2 Severability. If, and only to the extent that, any provision of this Contract 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 Contract 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 Contract 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.

7.3 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.

7.4 Survival of Terms. Termination or expiration of this Contract for any reason shall not release either party from any liabilities or obligations set forth in this Contract 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.

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

7.6 Headings and Interpretation. The article and section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof.

7.7 Governing Law. This Contract shall be subject to interpretation under the laws of the State of Ohio.

7.8 Social Security Act. Novacoast shall be and remain an independent Novacoast 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 Novacoast for work performed under the terms of this contract 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 Novacoast also agrees to indemnify and save harmless Cuyahoga County from such contributions or taxes or liability.

7.9 Assignment. Novacoast 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.

7.10 Contract Processing. Novacoast shall submit one (1) original contractual agreement with original signatures to the following:

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

7.11 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 Novacoast prior to the execution of this agreement by the County Executive, the same will be provided at Novacoast's risk, and payment therefore cannot, and will not, be made unless and until this agreement is approved by Cuyahoga County. 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.

7.12 Insurance. The contractor shall procure, maintain and pay premiums for the insurance coverage and limits of liability indicated below with respect to products, services, work and/or operations performed in connection with this Contract.

1. **Mandatory Insurance Requirements**

The following three items (Worker's Compensation Insurance, Commercial General Liability Insurance, and Business Automobile Liability Insurance) are all mandatory requirements unless otherwise specified.

(a) **Worker's Compensation Insurance** as required by the State of Ohio. Such insurance requirement may be met by either purchasing coverage from the Ohio State Insurance Fund or by maintaining Qualified Self-Insurer status as granted by the Ohio Bureau of Workers Compensation (BWC).

For Contractors with employees working outside of Ohio, Worker's Compensation Insurance as required by the various state and Federal laws as applicable including Employers' Liability coverage with limits of liability not less than:

\$1,000,000 each accident for bodily injury by accident;
\$1,000,000 each employee for bodily injury by disease;
\$1,000,000 policy limit for bodily injury by disease.

Such insurance shall be written on the National Council on Compensation Insurance (NCCI) form or its equivalent.

(b) **Commercial General Liability Insurance** with limits of liability not less than:

\$1,000,000 each occurrence bodily injury & property damage;
\$1,000,000 personal & advertising injury;
\$2,000,000 general aggregate;
\$2,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

(c) **Business Automobile Liability Insurance** covering all owned non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident;

such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

Note: If the services required under this Contract include the repairing, servicing, parking or storing of vehicles, then the following insurance coverage shall also be required:

Garage keepers Legal Liability Insurance with a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident.

Additional Insurance Coverage

Each of the following eight items may be required "in addition to" the mandatory County insurance requirements set forth above. Although this coverage's may not be listed as mandatory County insurance requirements, it is at the County's discretion to mandate this coverage's where deemed necessary based on the nature of the contracted services/products.

(a) **Umbrella/Excess Liability Insurance** with limits of liability not less than:

\$5,000,000 each occurrence
\$5,000,000 general aggregate
\$5,000,000 products/completed operations aggregate

Such insurance shall be written on an occurrence basis and shall sit in excess of the limits and terms set forth in the preceding items (a)-(c).

(b) **All Risk Equipment Insurance** covering all risk of physical damage to equipment provided for use by Contractor.

(c) **Professional Liability Insurance/Errors & Omissions Liability Insurance** providing coverage for claims arising out of the provision of design, architectural, engineering and/or other professional services with a limit of liability not less than:

\$5,000,000 per claim;
\$5,000,000 aggregate.

Such insurance may be written on either an occurrence or claims-made basis. However, if written on a claims-made basis, the claims-made retroactive date on the policy shall be prior to the commencement of any design, architectural, engineering or other professional activity related to this Contract.

(d) **Pollution Legal Liability Insurance** (including Contractors Pollution Liability Insurance, if applicable) with a limit of liability not less than:

\$1,000,000 per claim;
\$1,000,000 aggregate.

Such insurance may be written on either an occurrence or claims-made basis; however, if written on a claims made-basis, the claims-made retroactive date on the policy shall be prior to the commencement of any work related to this Contract.

(e) **Liquor Liability Insurance** with a limit of liability not less than:

\$1,000,000 per occurrence;
\$1,000,000 aggregate.

(f) **Aviation Liability Insurance** covering the use and maintenance of all owned and non-owned aircraft of any type with a limit of liability not less than:

\$10,000,000 per occurrence;
\$10,000,000 aggregate.

(g) **Marine Liability Insurance** covering the use and maintenance of all owned and non-owned watercraft with a limit of liability not less than:

\$5,000,000 per occurrence;
\$5,000,000 aggregate.

(h) **Builders Risk Insurance** on an All Risks Property Coverage Form covering damage to buildings or other structures while under construction or renovation including materials and fixtures whether or not yet incorporated into the buildings or other structures.

Insurance Coverage Terms and Conditions

1. The insurance policies of the Contractor required for this contract, with the exception of the All Risk Equipment Insurance and Errors & Omissions Insurance, shall each name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured and shall contain the following provisions:

- (i) Thirty (30) days prior notice of cancellation or material change;
- (ii) A waiver of subrogation wherein the insurer(s) waives all rights of recovery against the County.

2. The insurance required for this contract shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A VII or above.

3. These insurance provisions shall not affect or limit the liability of the Contractor stated elsewhere in this Contract or as provided by law.

4. The Contractor shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverage's and limits of liability outlined above with respect to

products, services, work and/or operations performed in connection with this Contract.

5. The County reserves the right to require insurance coverage's in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the County.

6. If the Bid/Proposal/RFQ specifies the need for higher limits of liability for any applicable insurance provision, the Bid/Proposal/RFQ specifications shall govern.

7. The Contractor shall furnish a Worker's Compensation Certificate and Certificate of Insurance evidencing the insurance coverage's required herein is in full force and effect. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Contract.

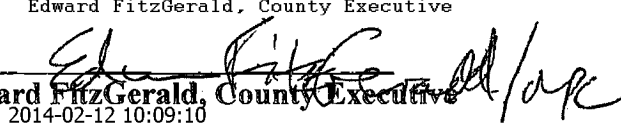
THIS AGREEMENT shall be subject to interpretation under the laws of the State of Ohio, and is subject to the review of the County Law Department as to legal form and correctness.

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

NOVACOAST, INC.

CUYAHOGA COUNTY, OHIO

BY: 
Janice Newlon Hurney, C.O.O.

Edward FitzGerald, County Executive
BY: 
Edward FitzGerald, County Executive
2014-02-12 10:09:10

Schedule A

novacoast
IT PROFESSIONAL SERVICES
PRODUCT DEVELOPMENT

Block of Time SOW
Statement of Service Delivery

Cuyahoga County
July 29, 2013

CONTACTS

PRACTICE MANAGER

Cathy Schaefer
Voice: (800) 949-9933, Ext. 4816
E-mail: cschaefer@novacoast.com

CLIENT EXECUTIVE

Michelle Erickson
Voice: (614) 726-0958
E-mail: merickson@novacoast.com

TERRITORY MANAGER

Katie McAuliff
Voice: (800) 949-9933, Ext. 5006
E-mail: kmcauliff@novacoast.com

BILLING ADMINISTRATION

Voice: 800.949.9933 x4000
Fax: 805.564.1809
E-mail: billing@novacoast.com

NOVACOAST CORPORATE OFFICE

1505 Chapala Street
Santa Barbara, CA 93101
Voice: 800.949.9933
Fax: 805.564.1809

DOCUMENT INFORMATION

Revision History

Created by:

Last Modified By:

About this document:

Information found in this document is derived from a variety of sources, including but not limited to Novacoast partner product documentation, Novacoast partner Technical Support documents, sources publicly available on the Internet, as well as Novacoast's vast experience in implementing relevant technology solutions.

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Change Control Process

The Change Control Process governs changes to the scope of this project throughout the project's duration. It applies to new components and to enhancements of existing components.

A written Change Request communicates any desired changes to this project. It describes the proposed change, the reason for the change, and the effect the change might have on the project. The Novacoast project manager supplies the appropriate Change Management documents.

Both Novacoast and the customer review the Change Request and approve or reject it. Both parties must sign the approval portion of the Change Request to authorize the implementation of any change that affects the project's scope, schedule, or fee.

Cancellation and Rescheduling Policy

For any cancellations made by customer within five (5) business days of the scheduled start of services, customer will incur a cost of one-half of the total project costs as stated in this SOW. For any cancellations made by customer within two (2) business days of the scheduled start of services, customer will incur the full cost of the project as stated in this SOW.

For any rescheduling of services requested by customer within five (5) business days of the start day of such services, customer shall incur all costs to modify travel arrangements and other related expenses.

If Customer wishes to suspend services prior to completion of final milestone or project completion, Customer agrees to render payment for 100% of current milestone within thirty (30) days of suspension of project. A re-engagement fee of USD 10,000 will be payable if the project is restarted at a later date, not exceeding ninety (90) days. Should the project be suspended in excess of ninety (90) days, the project will be deemed cancelled and 100% of the cost of remaining milestones will be payable and due within thirty (30) days of submitting final invoice to Customer.

The invoice for additional costs is issued against the existing purchase order. When and if the solution is started, the customer agrees to issue an amended purchase order to cover the additional costs.

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ABOUT NOVACOAST

COMPANY OVERVIEW

Novacoast is an IT Professional Services and Product Development company. We offer organizations our technological experience so they can make informed decisions and avoid costly IT mistakes. We combine our customers' expertise with our technical knowledge to rapidly deploy fixed-cost solutions customized for their environment.

We specialize in network infrastructure, identity management, remote management, desktop management, security assessment, implementation, compliance, and open source solutions. We also offer custom application and product development through the Novacoast Development team, who have experience in designing mobile & web applications, enterprise software and customizations for existing software. Additionally, we provide staffing to our clients through our Staffing Services Division, which leverages an extensive network of industry contacts and provides necessary training to everything from full time hires to contract appointments.

Our service areas have been built around key engineers who specialize in certain technologies. These specialists are resources to clients and to other engineers within Novacoast. This means that Novacoast combines specialist capabilities with a generalist approach to cross-functional needs in large enterprises. Our diverse know-how also allows us to support small- to mid-size businesses, which typically have the same needs and IT dependencies as large businesses, but work within narrower budgetary constraints.

Although the ratio of technical personnel remains high at Novacoast, we have additional skill sets focused on client business needs, project management, and technical documentation.

Headquartered in Santa Barbara, CA, Novacoast delivers services nationally and internationally.

Find us on the Web at: www.novacoast.com

The Novacoast Services Model

The Novacoast Services Model delivers these core services:

- ✓ Evaluation of your business needs
- ✓ Technical assessment of your current IT environment
- ✓ Planned information systems that grow with you
- ✓ Custom software development
- ✓ Automation of your business applications
- ✓ Front-end assessment of your technical training needs
- ✓ Training resources designed to improve employee skills
- ✓ Complete documentation and training manuals
- ✓ Cutting-edge tech support

SCOPE OF SERVICES

This proposal is offered to supply Cuyahoga County with technical resources in support of their vendor(s) infrastructure.

The following stipulations are required:

- Services will be delivered upon Cuyahoga County's request based on resource availability and scheduling in advance.
- Services may be delivered remotely or on-site.
- On-site services that require travel will incur a travel charge that will be billed separately and only for actual expenses.
- Novacoast will provide a statement of services utilized on a monthly basis or upon request of Cuyahoga County.

NOVACOAST TERMS AND CONDITIONS

Novacoast makes the following assumptions in regard to this business agreement with Cuyahoga County.

The customer is responsible for

- 1: Furnishing Novacoast engineers with information and data on Cuyahoga County operations, activities, and existing systems, as reasonably required to achieve the project objectives
- 2: Providing Novacoast staff with the necessary security access to systems and facilities during the performance of services
- 3: Providing and being solely responsible for the backup of all computer systems
- 4: Providing adequate workspace and power sources at each facility where services will be performed
- 5: Providing suitable server platforms with properly installed and patched network operating system (NOS) software, and obtaining any other commercial software licenses necessary for Novacoast to complete the services described in this SOW
- 6: Providing and being solely responsible for contract of any necessary telecommunications facilities (data communications circuit, analog phone lines, wiring, etc.), and for the costs associated with such facilities
- 7: Ensuring the availability and responsiveness of key personnel needed to support the implementation of the project

Novacoast further requires understanding and agreement about the following:

- 1: The intent of this Statement of Work is to address as many foreseeable integration issues as possible. It is both Cuyahoga County and Novacoast's understanding that additional systems integration issues might arise during the course of the project. Therefore, the acquisition of additional system hardware or software might be required. Novacoast has the resources to source and supply the required product for Cuyahoga County or Cuyahoga County may source the required product from any other provider.
- 2: This Statement of Work and the prices quoted herein are valid for 30 days.
- 3: Customer will pay all third party transaction costs associated with this statement of work.
- 4: It is agreed and understood that in the event there is any breach of this agreement, Novacoast shall be liable only to repair or replace the products and services provided hereunder and shall not be responsible for any other special or consequential damages that might result.
- 5: Novacoast retains on an exclusive basis all right, title and interest in and to any intellectual property developed, delivered and/or used by Novacoast in the performance of this SOW. This clause shall not affect the ownership of any preexisting materials.
- 6: Novacoast disclaims all express, and implied warranties, representations, and conditions with respect to services and any deliverables.
- 7: A party's liability for any claim arising under or related to this SOW shall be limited to direct damages and shall not exceed the amount paid under the SOW. Neither party shall be liable to the other for any indirect, special, incidental or consequential damages arising under or relating to this SOW, even if the other party has been advised of the possibility of such damages. The limitation in this section doesn't apply to a party's infringement of the other party's intellectual property rights. No action arising out of this SOW may be brought by Customer more than one year after the action accrued. The above is customer's sole and exclusive remedy for breach of warranty by Novacoast with regard to the provision of the deliverables.
- 8: This SOW completely and exclusively states the agreement of the parties regarding its subject matter. It supersedes, and its terms govern, all prior proposals, agreements or other communications between the parties, oral or written, regarding such subject matter, unless expressly stated in prior proposal, agreement or communication. Amendment of this agreement is only permitted by a subsequently dated written amendment signed on behalf of Novacoast and Customer by their authorized representatives, and any provision on a purchase order purporting to supplement or vary the provisions contained in this SOW shall be void.
- 9: Without prior written consent, neither party nor any of its affiliates will, for a period of one (1) year following the termination of this Agreement, solicit for employment or employ any employee of the other party. If either party violates the terms of this section, the violating party will pay within (10) days of retention of said employee a lump sum fee equal to the total compensation of the employee for the three (3) months prior to the employee's separation from their employer. Notwithstanding the above, this section shall not restrict the right of either party to solicit or recruit generally in the media, and shall not

prohibit either party from hiring, without prior written consent, the other party's employee, who answers any advertisement, or who otherwise voluntarily applies for hire, without having been solicited or recruited by the hiring party.

- 10: Any professional services requested by Cuyahoga County that are not part of this Statement of Work are considered out-of-scope work. Out-of-scope work is arranged by using Novacoast's Change Request Form. Out-of-scope work is any service that is not described in this SOW, including cost adjustments.

COST OF ASSISTANCE

AGREEMENT OF STANDARD WORKING HOURS

This proposal covers services performed during the standard business hours of Monday through Friday, 8am to 6pm.

Depending on the type of project, any on-site services performed between 6pm and midnight will be charged at one-and-a-half (1½) times the standard rate.

Any work performed midnight to 6am or on holidays¹ will be charged at two (2) times the standard rate.

COST OF ASSISTANCE

TABLE 1: COST OF ASSISTANCE

Hours Included	Hourly Rate	Travel*	Subtotal
40	\$175.00/hour	\$2000 per visit estimated, billed as actual	\$7,000
Stage Fixed Cost Total			
Est. Travel Expenses Total*			
Stage Fixed Cost + Est. Travel Total			\$7,000

*Travel costs are charged at actuals and are estimated cover situations where non-local staff may be used. Pricing shown in this column are estimates and do not represent a minimum or maximum payment obligation outside of actual travel costs incurred.

PAYMENT TERMS

At the time of the sign-off on this SOW, Novacoast invoices 100% of the total project cost. Payment is due upon receipt of invoice. An authorized signature shall constitute acceptance of these services and products in the attached document and is required to schedule Novacoast resources.

¹ Holiday hours begin at 6:01 PM on the business day before the holiday and end at 6:59 AM the business day following the holiday.

CUSTOMER CONTACT INFORMATION

COMPANY INFORMATION

Company Name:	
Billing Address:	
County:	
To the Attention of:	
Tax Status, if exempt please provide certificate	

IT CONTACT

Name:	
Phone:	
Email:	

A/P CONTACT

Name:	
Phone:	
Email:	