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**Lucas County
Information Services**

Cynthia Waldmannstetter,
PMP
Director

One Government Center
Suite 400
Toledo, OH 43604

419.213.4642 Voice
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Date: September 5, 2013
To: Lucas County Data Processing Board
From: Phil Copeland, Lucas County Recorder
Bernie Quilter, Clerk of Courts
Through: Cynthia Waldmannstetter, LCIS Director
Subject: ID Shield Support Contract

On behalf of the Lucas County Recorder and Lucas County Clerk of Courts, LCIS is requesting permission to enter into a support agreement with Extract Systems for the county's redaction software called ID Shield. This software was previously supported by Highline Corp, dba Casnet since its purchase in 2009.

Three attached support quotations were reviewed:

Casnet – 1 year support cost	\$49,500
US Imaging, Inc – 1 year support cost	\$40,000
Extract Systems – 1 year support cost	\$34,500

Extract Systems is the manufacturer of the software and offers the lowest support cost at a \$15,000 annual savings over Casnet.

The support contract with Extract Systems has been reviewed and approved by John Borell. Email is attached to that affect.

Please note that the initial agreement will be prorated through the end of January of 2014 so that LCIS can continue its evaluation of the support provider, in addition to evaluation of other redaction solutions.

The support contract will be split between the Clerk of Courts and Recorder budgets:

Clerk of Courts account: 2900-8153-512110
Recorder account: 2230-3120-512180



Extract Systems
 6418 Normandy Lane, Suite 200
 Madison, WI 53719
 Tel: (608) 216-7950
 Fax: (608) 216-7960
 Troy_burke@extractsystems.com
 www.extractsystems.com

Quotation

Ms. Cindy Waldmannstetter
 Lucas County
 711 Adams St.
 Toledo, OH 43604
 419-213-4642
 cwaldmannstetter@co.lucas.oh.us

Date: August 13, 2013
 Valid Until: August 31, 2013
 Prepared By: Troy D. Burke

Qty	Description	Price	Extended
	Lucas County - ID Shield Support & Maintenance		
	Renew ID Shield Support and Maintenance from 6-23-13 to 1-31-14 and create a "temporary" test environment. One year support renewal effective 2-1-14 will be at the discounted rate detailed below.		
	ID Shield Annual Support for remainder of 2013	\$ 26,150.00	\$ 26,150.00
	On approximately January 1, 2014 Lucas County will be invoiced for one-year of support and maintenance effective 2-1-14 through 1-31-15 at a rate of \$34,500.	\$ 34,500.00	
	Above quotes assume Lucas County will have a qualified system administrator for ID Shield to work with Extract on the ID Shield upgrade that is familiar with OnBase and DTS. Extract would like to work with the County to set-up a test environment for the new version prior to "live" production. On-site support is available at a rate of \$6,000 for 3 days.		
Credit Terms: Net 30		TOTAL	\$ 26,150.00

 Authorized Customer Name (Please Print)

 Title

 Signature

 Date

As an authorized representative of the purchasing organization, I agree to pay the above total amount to Extract Systems, LLC in accordance to payment/credit terms notes above.

 Accounts Payable Contact

(_____) _____
 Phone

ATTN STATE & COUNTY GOV'TS: Please include a copy of your sales tax exemption certificate when returning your signed quote or purchase order.

To accept the quote and place your order, please sign and fax back to Extract Systems (608) 216-7960, Attn: Troy D. Burke or email troy_burke@extractsystems.com.

Cynthia Waldmannstetter - Re: Fwd: Re: Need your assistance

From: John Borell
To: Cynthia Waldmannstetter
Date: 8/23/2013 10:23 AM
Subject: Re: Fwd: Re: Need your assistance

Yes, you may proceed.

>>> Cynthia Waldmannstetter 8/23/2013 8:18 AM >>>
Morning John,

Revisions were accepted and applied to the agreement. See attached. I have reviewed the changes and they agree with what you noted.

Please review and let me know if I can proceed with this as soon as you are able. Thanks so much!

Cindy Waldmannstetter PMP
Director
Lucas County Information Services
Phone: 419.213.4642
Cell: 567.868.8011
email: cwaldmannstetter@co.lucas.oh.us

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>>> John Borell 8/19/2013 11:14 AM >>>
See attached.

gt;>> Cynthia Waldmannstetter 08/19/13 10:35 AM >>>
Hi John,

I hate to make a pest of myself, but will you be able to review the proposed contract with Extract Systems sometime this week? I've attached the original email request for your review.

Thanks so much.

Cindy Waldmannstetter PMP
Director
Lucas County Information Services
Phone: 419.213.4642
Cell: 567.868.8011
email: cwaldmannstetter@co.lucas.oh.us

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Extract Systems, LLC SOFTWARE LICENSE AND SERVICES AGREEMENT

This Licensee Software License and Services Agreement ("Agreement") is entered into by and between Extract Systems, LLC, a Wisconsin limited liability corporation with a principal place of business at 6418 Normandy Lane, Suite 200, Madison, WI 53719 ("Extract Systems"), and Lucas County Ohio, a government agency, with a principal place of business at 711 Adams St., Toledo, OH 43604 ("Licensee"). The effective date of this Agreement is the date last signed below ("Effective Date"). Under this Agreement, Extract Systems grants certain licenses, and makes support and consulting services available, to Licensee, all as further described herein. The parties hereby agree as follows:

1. DEFINITIONS.

1.1 "Deliverable" means any literary work and other work of authorship (other than the Licensed Software) that Extract Systems delivers to Licensee in the course of providing Professional Services.

1.2 "Documentation" means the user manuals that describe the functions, operation, and use of the Licensed Software, and that Extract Systems makes generally available to users of the Software.

1.3 "End User" means employee or contractors of Licensee engaged in data entry activities.

1.4 "Error" means a reproducible error or defect in the Licensed Software that causes the Licensed Software not to conform in material respects with the then-current Documentation and which nonconformance interferes with the usability of the Software.

1.5 "Internal Use Only" means use by End User under the direction of and for the benefit of Licensee. Internal Use Only does not include the right to use the Licensed Software for production processing of data or to provide it to third parties whether by lease, rental, transfer, assignment, sale, sublicense, or any other means, including commercial time-sharing, rental, or service bureau use.

1.6 "Licensed Software" refers collectively to the object code form of the Licensed Software program which is described on Exhibit A (Description of Licensed Software).

1.7 "Optional Feature" means a feature in the Licensed Software, whether existing or newly added, which is offered by Extract Systems for an additional charge.

1.8 "Services" means Professional Services and Support Services, collectively.

a. **"Professional Services"** means consulting, development work, training, and other professional services provided by Extract Systems to Licensee. Professional Services to be rendered by Extract Systems to Licensee are described in Statements of Work entered into by the parties.

b. **"Support Services"** means Extract Systems' maintenance and support services for the Licensed Software.

1.9 "Statement of Work" or "SOW" means the document which describes the professional Services provided by Extract Systems. Each Statement of Work must be signed by both parties.

1.10 "Update" means any modification, patch, improvement, enhancement, or upgrade that, when made or added to the respective software, corrects Errors or provides functionality enhancements, but does not materially change overall utility, functional capability, or application of the Licensed Software.

2 LICENSES.

2.1 License to the Licensed Software. Subject to the terms of this Agreement, Extract Systems hereby grants to Licensee a license to use the Licensed Software as specifically described on Exhibit A (Description and Pricing for Licensed Software and Services). Licensee will retain on all copies of the Licensed Software proprietary notice, including trademarks, placed on the Licensed Software by Extract Systems.

2.2 License to the Documentation. Subject to the terms of this Agreement, Extract Systems hereby grants to Licensee a nonexclusive, nontransferable, nonsublicensable, royalty-free worldwide copyright license to the Documentation solely to (a) enable Licensee to prepare, display, and reproduce End User manuals; and (b) distribute such manuals to End Users.

2.3 Restrictions on Use. Licensee's use of the Licensed Software is limited to that specifically permitted in this Agreement. In addition, Licensee will not: (a) disassemble, reverse engineer, or decompile the Licensed Software except to the extent that such activity is permitted by applicable law notwithstanding this limitation; (b) modify, or translate the Licensed Software; (c) rent, transfer, or grant any rights in the Licensed Software in any form to any other party, including commercial time-sharing, rental, or service bureau use, except as authorized herein; or (d) copy the Licensed Software except as authorized herein.

2.4 Ownership. All right, title, and interest in and to the Licensed Software and Services, and all related technology, information, documents, Deliverables, files, and other materials, including all intellectual property and proprietary rights in connection therewith, are and will remain with Extract Systems (or its licensors). Except as expressly set forth in this Agreement, no rights or implied licenses in such intellectual property are granted to Licensee by this Agreement.

3 PROVISION OF SUPPORT SERVICES.

3.1 Support to Licensee. If Licensee purchases Support Services, Extract Systems will provide Licensee with Support Services for the Licensed Software in accordance with Exhibit B (Maintenance and Support Obligations). To enable Extract Systems to provide such Services, Licensee will initiate requests for Support, provide Extract Systems with available information regarding any Errors discovered by Licensee or End Users, and perform its other obligations as further set forth in Exhibit B. All maintenance and support solutions, including Updates, constitute Licensed Software.

3.2 Renewal of Support Services. For so long as Extract Systems offers Support Services for the Licensed Software, such Support Services will be automatically renewed for subsequent annual periods unless either party cancels Support Services by notifying the other in writing at least thirty (30) days prior to the anniversary date applicable to such Support Services. If notice of cancellation in accordance with this Section is not provided, the full Support Services fee applicable to Licensee is then due and payable.

4 OTHER OBLIGATIONS OF EXTRACT SYSTEMS.

4.1 Delivery of Licensed Software. Promptly following the Effective Date of this Agreement, Extract Systems will make the then-current version of the Licensed Software and Documentation available to Licensee via FTP or HTTP download (or via a similar technology selected by Extract Systems).

4.2 Availability of Licensed Software. Extract Systems has the right to discontinue the distribution or availability (a) of Licensed Software, upon twelve (12) months prior written notice to Licensee, and (b) of a prior version of the Licensed Software, upon ninety (90) days prior written notice to Licensee. Extract Systems may add new versions of Licensed Software to this Agreement upon written notice to Licensee which includes but is not limited to

posting information about such new versions on Extract Systems' web site.

4.3 Compliance with Laws. Extract Systems will comply with all applicable laws in performing Services but Licensee agrees to hold Extract Systems harmless for violation of any governmental procurement regulation to which Extract Systems may be subject unless otherwise agreed to by the parties as specified in the applicable Statement of Work.

5 OTHER OBLIGATIONS OF LICENSEE.

5.1 Feedback. Licensee may from time to time provide suggestions, comments or other feedback ("Feedback") to Extract Systems with respect to the Licensed Software. Notwithstanding anything in this Agreement to the contrary, Extract Systems will be free to use the Feedback for any purpose related to the License Software and Services.

5.2 Access and Approvals. Licensee agrees to provide Extract Systems with access to its staff and resources as reasonably required by Extract Systems to enable it to fulfill its obligations under this Agreement. Extract Systems' performance of Services is contingent upon Licensee's timely and effective performance of its responsibilities, decisions, and approvals, and Licensee acknowledges that Extract Systems may rely on all decisions and approvals of Licensee.

5.3 Technical Users. The Licensed Software is intended for use by a software programmer or technical user who has experience using software tools and who has a background in software administration. The Licensed Software is not intended for use by consumers or for domestic/household use.

6 PROFESSIONAL SERVICES.

6.1 Statement of Work. Licensee may request that Extract Systems provide Licensee with Professional Services to modify the Licensed Software, train Licensee on the use of the Licensed Software, or provide other consulting services. If Extract Systems agrees to do so, the parties will enter into a Statement of Work with respect to such Services. A Statement of Work may include, for example, a description of the Professional Services to be performed by Extract Systems, the obligations of each party, applicable charges, Deliverables (if any) to be provided by Extract Systems, and any other terms. If a Statement of Work contains an estimated schedule, each party agrees to make reasonable efforts to carry out its responsibilities according to that schedule. Specifically with respect to Fixed-Fee Services (as defined below), specific conditions ("Completion Criteria") Extract Systems is required to meet to fulfill its obligations, if any, will be jointly agreed to by Licensee and Extract Systems. Extract Systems provides Professional Services at its facilities, unless otherwise agreed to in the applicable Statement of Work.

6.2 Fees for Professional Services. Extract Systems ordinarily bases the fees charged for Professional Services on the hourly rates of the consultants performing the Services under the applicable Statement of Work (referred to as "Time-and-Materials Services"). However, for certain matters, Extract Systems may charge a fixed fee for such Services based on such factors as the results achieved, the novelty or difficulty of the Services to be performed, the amount at stake, or the time limitations under which Extract Systems is to perform (referred to as "Fixed-Fee Services"). All Professional Services provided by Extract Systems under this Agreement are Time-and-Materials Services unless the applicable Statement of Work specifies that Services are Fixed-Fee Services.

6.3 Acceptance of Fixed-Fee Services. Licensee agrees to accept the Fixed-Fee Services if they meet the applicable Completion Criteria (if any). Acceptance will be deemed to occur unless Licensee notifies Extract Systems in writing of any material non-conformities of the Fixed-Fee Services with the applicable completion Criteria within ten (10) business days after Extract Systems has provided such Services to Licensee ("Acceptance Period"). In that event, Licensee will provide sufficient documentation to enable Extract Systems to correct such non-

conformities, including details regarding the ways in which such Fixed-Fee services are non-conforming. Extract Systems will use commercially reasonable efforts to correct the non-conformities within thirty (30) days of its receipt of the documentation from Licensee after which Extract Systems will make such correction available to Licensee for acceptance testing as provided above. If Extract Systems does not correct the non-conformities within such time period, Licensee may, at its option: (a) extend the correction time period; or (b) terminate the applicable Statement of Work in which event Extract Systems will refund to Licensee all payments made under the applicable Statement of Work for the nonconforming Services. Notwithstanding the foregoing, acceptance will also be deemed to occur if the Professional Services are put to productive use by or on behalf of Licensee.

6.4 Modifications to the Statement of Work. Either party may request changes or modifications to the Statement of Work (a "Change Order"). When the parties agree to a Change Order, Extract Systems will prepare a written description of the agreed-upon change ("Change Authorization") which must be signed by both parties. Any change in the Statement of Work may affect the charges, estimated schedule or other terms.

6.5 License to Use Deliverables. With respect to any Deliverables specified in a Statement of Work as being provided by Extract Systems to Licensee, Extract Systems hereby grants Licensee the non-exclusive, worldwide, fully paid-up, royalty-free license to use copies of each such Deliverable solely in connection with its use of the Licensed Software to the same extent and pursuant to the same terms and conditions as provided in this Agreement for such Software.

7 ACTIVATION PROCESS; PAYMENT TERMS.

7.1 Fees.

a. **For Licenses to the Licensed Software.** Exhibit A (Description and Pricing for Licensed Software and Services) describes options available for the purchase of licenses of the Licensed Software as well as Optional Features. Licensee agrees to pay the prices applicable to the option selected.

b. **For Support Services.** In consideration for the Support Services provided by Extract Systems to Licensee during a Support Period, Licensee will pay Extract Systems the applicable Support Services fees specified in Exhibit A ("Description and Pricing for Licensed Software and Services"). The length of the Support Period, including the initial Support Period, will be twelve (12) months unless otherwise specified in Exhibit A. Renewal rates for Subsequent Support Periods will be as specified by Extract Systems to Licensee from time to time, subject to Section 7.3 ("Price Increase"). All such fees are payable in advance.

c. **For Professional Services.** Licensee will pay Extract Systems for Professional Services as specified in the applicable Statement of Work. Payment terms are as described in Section 7.4 ("Additional Payment Terms") unless otherwise set forth in the applicable Statement of Work.

7.2 Reimbursable Expenses. Licensee agrees to reimburse Extract Systems for all miscellaneous out-of-pocket expenses incurred by Extract Systems in performing Professional Services as well as for reasonable travel expenses provided such expenses have been pre-approved by Licensee. Reimbursement of travel expenses will be in accordance with Extract Systems' travel expense policy, a copy of which will be provided to Licensee upon request. Alternatively, if Licensee requests that such reimbursement be in accordance with Licensee's travel expense policy, Licensee will provide Extract Systems with such policy for Extract Systems' review.

7.3 Price Increase. During the first twelve (12) months of this Agreement, starting with the Effective Date, Extract Systems will not change its fees for the Licensed Software or Support Services to Licensee. Thereafter, Extract Systems may change any of its fees by notifying Licensee in writing at least sixty (60) days in advance of the effective date of the change; provided, however,

that in no event will Extract Systems adjust such fees more than once annually. Changed rates applicable to Professional Services will apply to any Statement of Work entered into after the effective date of the increase but will not affect the rates for Services provided under a Statement of Work signed before the effective date, except as Extract Systems and Licensee otherwise agree.

7.4 Additional Payment Terms. Payment is due within thirty (30) days from the date of Extract Systems' invoice. Licensee will also pay any sales, use, excise, import or export, value-added, VAT, and other similar federal, state or local taxes (other than taxes based on Extract Systems' net income) imposed by any governmental authority with respect to the licenses and services provided hereunder. All sums not paid when due will accrue interest at a rate equal to the lesser of (a) 1½% per month, or (b) the maximum rate allowed by applicable law; provided, however, that such interest will not apply to the extent a payment is the subject of a good faith dispute between the parties as long as Licensee has notified Extract Systems of such dispute in writing and is working with Extract Systems to expeditiously resolve the dispute. All payments will be made in U.S. dollars.

8 CONFIDENTIALITY. Licensee and Extract Systems are each the owners of nonpublic business information including, but not limited to, technical, financial and marketing information, software (including program specifications and source code), inventions, research and development information, business plans, and customer information ("Confidential Information"). Confidential Information does not include information that (a) is now or subsequently becomes generally available to the public through no fault or breach on the part of the receiving party; (b) the receiving party can demonstrate to have had rightfully in its possession prior to disclosure to it by the disclosing party; (c) is independently developed by the receiving party without the use of the disclosing party's Confidential Information; or (d) the receiving party rightfully obtains from a third party who has the right to disclose it. Each party agrees for a period of two (2) years from the date this Agreement terminates to: (A) treat all Confidential Information of the other with the same degree of care as it accords to its own confidential information, but not less than reasonable care; (B) use the other's Confidential Information only to the extent necessary to exercise its rights and perform its duties under this Agreement; and (C) not disclose or disseminate the other's Confidential Information to any third party other than to those of its employees and agents who need access to perform their duties as contemplated by this Agreement and who have executed appropriate written confidentiality agreements. Additionally, Extract Systems agrees that any information provided to it under this Agreement or the Licensee Software Maintenance Agreement that is covered by (a) the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") will be subject to the Amendment regarding Responsibilities as Business Associate; (b) the requirements of Ohio's Public Records Act.

9 WARRANTY; DISCLAIMER OF WARRANTY.

9.1 General. Each party represents and warrants that it (a) is a business entity duly organized, validly existing, and in good standing in the jurisdiction in which it is incorporated; (b) has the full power and authority to execute and deliver this Agreement and to carry out the transactions contemplated by this Agreement; and (c) has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement, or that would preclude it from complying with the provisions hereof.

9.2 By Extract Systems.

a. **Non-infringement.** Extract Systems warrants that (i) it owns (or has the right to provide) the Licensed Software and Documentation as described in this Agreement, and (ii) neither the Licensed Software nor the Documentation infringes on or violates any United States copyright, patent, trademark, trade secret or other intellectual property right of any third party. Licensee's sole and exclusive remedy for any breach of the warranty described in this Section 9.2(a) will be as specified in Section 10.1 (regarding the indemnity by Extract Systems).

b. **Licensed Software.** Extract Systems warrants that for a period of ninety (90) days from the date the first copy of the Licensed Software is delivered to Licensee (the "Warranty Period") such Software will perform in all material respects in accordance with the then-current applicable Documentation. If the Licensed Software fails to perform as warranted during the Warranty Period, and Licensee promptly reports such failure to Extract Systems in writing, Extract Systems will correct or replace such Licensed Software (or relevant portion thereof) as soon as practicable. If Extract Systems is unable to do so within a reasonable period of time, Licensee may terminate this Agreement and discontinue use of the Licensed Software, and Extract Systems will refund to Licensee fees previously paid for the Licensed Software. The provisions of this Section constitute Licensee's sole and exclusive remedy, and Extract Systems' sole and exclusive liability, for breach of the warranty for Licensed Software.

c. **Support Services.** Extract Systems warrants that it will perform Support Services in a timely and professional manner in accordance with generally accepted industry standards. If Extract Systems does not meet the foregoing, then Extract Systems will re-perform the Services. If Extract Systems is unable to do so within a reasonable period of time, Licensee's sole and exclusive remedy will be to terminate Support Services, and Extract Systems will refund to Licensee the remaining portion of amounts prepaid by Licensee for such Services on a prorated basis.

d. Professional Services.

i. **Time-and-Materials Services.** Extract Systems provides Time-and-Materials Services on an "AS IS" basis, without warranty. Any reperformance will be charged to Licensee at the rates specified in the applicable Statement of Work.

ii. **Fixed-Fee Services.** Extract Systems warrants that it will perform Fixed-Fee Services in a timely and professional manner in accordance with the Completion Criteria (if any) in the applicable Statement of Work. If Extract Systems does not meet the foregoing, and provided Licensee has notified Extract Systems in writing of same within ten (10) business days after Extract Systems has provided such Services to Licensee, Extract Systems will re-perform the Services as described in Section 6.3 ("Acceptance of Fixed-Fee Services"). If Extract Systems is unable to do so within a reasonable period of time, Licensee's sole and exclusive remedy will be to terminate such Statement of Work, and Extract Systems will refund to Licensee amounts paid by Licensee for such Fixed-Fee Services.

e. **Warranty Disclaimer.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION AND SUBJECT TO ANY STATUTORY WARRANTIES THAT CANNOT BE EXCLUDED, THE LICENSED SOFTWARE AND SERVICES ARE PROVIDED "AS IS". EXTRACT SYSTEMS MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This exclusion also applies to any of Extract Systems' subcontractors, suppliers, licensors or program developers (collectively called "Suppliers").

10 INDEMNIFICATION.

10.1 Indemnity by Extract Systems.

a. **Indemnity.** Extract Systems, at its own expense, agrees to defend, indemnify and hold Licensee, its affiliates, directors, officers, employees, representatives and agents ("Licensee Indemnified Parties"), harmless from and against any and all damages, costs, liabilities, expenses and settlement amounts (collectively, "Damages") to the extent arising out of or resulting from any third party suit, claim, or action alleging that the Licensed Software or Documentation infringes that party's United States copyright, patent, trademark, trade secret or other intellectual property right.

b. **Replacement.** If the Licensed Software or Documentation, or any part thereof becomes, or in Extract Systems' opinion is likely to become, the subject of a claim of infringement, Licensee agrees that Extract Systems may replace it or obtain the necessary rights for Licensee to continue to use it. If Extract Systems concludes that neither of these options is commercially practicable, Licensee will return the Licensed Software and Documentation on Extract Systems' written request. Extract Systems will reimburse Licensee for the price paid Extract Systems for such Licensed Software and Documentation depreciated on a five year straight line basis. This is Extract Systems' entire obligation to Licensee for these claims.

c. **Exclusions.** Notwithstanding the above, Extract Systems will have no liability for indemnification if the claim is based on: (i) claims for infringement arising solely from changes made to the Licensed Software or Documentation by Licensee or any third party without Extract Systems' prior written approval; (ii) infringing combinations arising from the integration of the Licensed Software or Documentation with other products or materials provided by Licensee or any other third party if the infringement would not have occurred but for such combination; (iii) use of other than the most current version of the Licensed Software or Documentation if the infringement could have been avoided by the use of such current versions and Extract Systems made such current version available to Licensee; or (iv) Extract Systems' development of any changes or modifications to the Licensed Software or Documentation at Licensee's request.

10.2 Conditions to Indemnification. The obligations to indemnify under this Section 10 are contingent on the party who has the right to be indemnified (the "Indemnified Party") (a) promptly notifying the party providing the indemnification (the "Indemnifying Party") in writing of the existence of any such action; (b) granting the Indemnifying Party sole authority and control for the defense or settlement of such action; and (c) providing the Indemnifying Party with all reasonable assistance for the defense or settlement of such action. The Indemnified Party, at its own expense, may participate in the defense of any such action. Notwithstanding the foregoing, the Indemnified Party may not obligate the Indemnifying Party to pay any amount in a settlement agreement without the Indemnifying Party's written permission.

11 LIMITATION OF LIABILITY. Except with respect to liability arising from (a) a breach of Licensee's obligations regarding its use of the Licensed Software, (b) a breach by a party of its obligations of confidentiality under Section 8 ("Confidentiality"), or (c) a party's obligations of indemnification under Section 10 ("Indemnification"), in no event will either party be liable to the other with respect to this Agreement or otherwise under any legal theory, whether in an action based on a contract, tort (including negligence and strict liability) or any other legal theory, however arising, (A) for any incidental, special, exemplary or consequential damages, including but not limited to damages resulting from lost profits, interruption of business, loss of use of computer hardware, or loss of goodwill, even if the other party has been advised of the possibility of such damages or (B) in excess of the total payments made by Licensee to Extract Systems for the Licensed Software or Services which were the subject of the Claim (if recurring, six (6) months charges apply). Under no circumstances will Extract Systems be liable for loss of, or damage to, Licensee's records or data. The limitations of liability set forth herein also apply to Extract Systems' Suppliers. It is the maximum for which Extract Systems and its Suppliers are collectively responsible. In no event, however, will this limitation apply to amounts owed by Licensee under this Agreement.

12 TERM; TERMINATION.

12.1 Term. This Agreement will commence on the Effective Date and continue in effect for a period of twelve (12) months. Thereafter, this Agreement will renew automatically for additional twelve (12) month terms unless (a) a party provides written notice of non-renewal to the other at least three (3) months before the end of the then-current term, or (b) this Agreement terminates in accordance with Section 12.3 ("Termination for Cause").

12.2 Termination of a Statement of Work. Licensee may terminate a Statement of Work, with no obligation to Extract Systems, if written termination is received by Extract Systems at least ten (10) business days before the scheduled date for commencement of Professional Services under such Statement of Work. If Licensee fails to terminate a Statement of Work within this time frame, Extract Systems will invoice (or deduct from the prepaid service balance, if any), and Licensee agrees to pay, fifteen percent (15%) of the total amount due under the canceled Statement of Work and the non-recoverable costs and expenses incurred by Extract Systems prior to such termination. Extract Systems will use commercially reasonable efforts to mitigate such costs and expenses.

12.3 Termination for Cause. Either party may terminate this Agreement or any Statement of Work for the other's material breach by providing a thirty (30) day written notice that describes the breach. The termination will not be effective if the breach is cured within the notice period.

12.4 Rights Upon Termination; Survival. Upon any termination of this Agreement, (a) all licenses granted hereunder will terminate; (b) Licensee will promptly return or destroy all copies of the Licensed Software; (c) both parties will return or destroy the other party's Confidential Information; and (d) all payments owed hereunder will immediately become due and payable except amounts in dispute in the event Licensee terminates this Agreement for Extract Systems' breach. The terms of any sections of this Agreement which by their nature are intended to extend beyond termination will survive termination of this Agreement for any reason.

13 GENERAL PROVISIONS.

13.1 Independent Contractors; Supervision of Personnel. Each party is an independent contractor and this Agreement does not establish any relationship of partnership, joint venture, employment, franchise or agency between Extract Systems and Licensee. Neither party has the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as expressly provided in this Agreement. Extract Systems is responsible for the supervision, direction, and control of its personnel engaged in providing Services. Extract Systems may subcontract a Service, or any part of it, to subcontractors it selects.

13.2 Public Announcement. Nothing in this Agreement prohibits either party from disclosing the fact that Licensee and Extract Systems have entered into this Agreement as long as neither party uses the other's logo in doing so. Otherwise, neither party will issue any press releases or similar communication concerning this Agreement without first obtaining the written consent of the other party, which approval will not be unreasonably withheld or delayed.

13.3 Non-Solicitation. During the term of this Agreement and for six (6) months after its termination, neither party will solicit for employment or engagement any employee, consultant, or former personnel (collectively "Personnel") of the other, or hire or enter into a contract with any Personnel of the other, without first obtaining such other party's written consent. This clause will not apply to former Personnel whose employment or engagement has been terminated for over six (6) months.

13.4 Order of Precedence. If there is a conflict among the terms of the various documents, Statements of Work prevail over Schedules, Schedules prevail over Exhibits, and Exhibits prevail over the base terms of this Agreement. Additional or different terms in any purchase order or other communication from Licensee are void.

13.5 Governing Law. This Agreement will be exclusively governed and construed in accordance with the laws of the State of Ohio without regard to conflicts of laws. The parties agree to irrevocably submit to the personal and exclusive jurisdiction of the federal or state courts located within Madison, WI. The parties agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this Agreement must be filed within one (1) year after such claim or cause of action arose or be

forever barred. If either party employs attorneys to enforce any rights arising out of or related to this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs from the other party.

13.6 Assignment. Neither party will assign this Agreement to any third party without the prior written consent of the other; provided, however, that either party may without the prior consent of the other party assign all of its rights under this Agreement to: (a) an entity that controls, is controlled by, or is under common control with the assigning party, (b) a purchaser of all or substantially all of such party's stock or assets, (c) a third party participating in a merger or other corporate reorganization in which such party is a constituent corporation, or (d) in the event Extract Systems sells or otherwise transfers substantially all of its rights in Licensed Software to a third party. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Any other purported attempt to do so is void.

13.7 Notices. Any notice or reports required or permitted to be given under this Agreement will be given in writing and will be delivered by personal delivery, facsimile transmission or by certified, express or registered mail, postage prepaid, return receipt requested, and will be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission.

13.8 Waiver; Severability. A party's failure to exercise or enforce any right or provision of the Agreement will not constitute a waiver

of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, then such provision will be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.

13.9 Headings; Counterparts. Titles or headings to the sections of this Agreement are not part of the terms of this Agreement and are inserted only for convenience. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one instrument. The parties agree that facsimile signatures of authorized representatives of the parties on this Agreement will be binding.

13.10 Entire Agreement. This Agreement, including any Exhibits and Schedules attached hereto, constitutes the entire agreement between the parties with respect to the subject matter contained herein and supersede all prior proposals, agreements, negotiations, correspondence, understandings, and other communications, whether written or oral, between Extract Systems and Licensee. Extract Systems may (a) add or withdraw Licensed Software as set forth in Section 4.2 (Availability of Licensed Software") (b) change an Exhibit on written notice as set forth in Section 13.7 ("Notices"), and (c) increase prices as set forth in Section 7.3 ("Price Increases"). Otherwise, this Agreement may not be modified except by a writing signed by authorized representatives of Extract Systems and Licensee.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement.

Lucas County:

By: _____

Print: Name: _____

Title: _____

Date: _____

Extract Systems, LLC:

By: _____

David Rasmussen

Title: President

Date: _____

EXHIBIT A
to
SOFTWARE LICENSE AND SERVICES AGREEMENT

DESCRIPTIONS AND PRICING FOR LICENSED SOFTWARE AND SERVICE

LICENSED SOFTWARE: ID Shield™

Product Description: ID Shield is an automated redaction and verification application for removing sensitive personally identifying information in electronic court records. The software runs on Microsoft's Windows 7, XP, Vista, Server 2003, or Server 2008, in the existing English language version.

Licensed Software Pricing: Extract has been previously paid indirectly through a reseller for Lucas County to license ID Shield. This agreement is designed solely to spell out the arrangements for Extract to provide annual support and maintenance including upgrading Lucas County to the latest version of ID Shield.

SERVICES:

Support Services: Support and maintenance begins on the effective June 23, 2013 and runs through January 31, 2014. The fee for the initial support period of just over 7 months is \$26,150. Effective February 1, 2014 and extending for twelve months will be the new annual support and maintenance period. The fee for annual support and maintenance is \$34,500.00 and is to be paid in advance of the renewal date.

Professional Services: Extract will provide remote Professional Services to assist Lucas County to set up a "temporary" test environment to be used prior to upgrading the County to the latest version of ID Shield. The cost for remote services to set-up the test environment is \$3,000. Extract is available to provide on-site Professional Services at a rate of \$6,000 per week. While Monday and Friday are travel days, we typically arrive on-site Monday afternoon for introductions and a preliminary meeting so we can begin work immediately the following day.

Payment: Payment terms are Net30.

Exhibit B
to
SOFTWARE LICENSE AND SERVICES AGREEMENT

MAINTENANCE AND SUPPORT OBLIGATIONS

If Licensee purchases Support Services from Extract Systems, Extract Systems will provide Licensee with Support for the Licensed Software, all as described herein.

Definitions:

“**Authorized Contact**” means an individual appointed by Licensee to communicate with and have access to Extract Systems’ support organization. Each Authorized Contact must be trained by Extract Systems in the use of the Licensed Software. Licensee will identify each Authorized Contact to Extract Systems in writing. In addition, Licensee will appoint one of such Authorized Contacts to act as its technical program manager for the purpose of coordinating the maintenance and support of the Licensed Software. Licensee may change the individuals designated as its Authorized Contacts or its technical program manager upon written notice to Extract Systems.

“**Error Corrections**” are modifications that correct Errors.

“**Support**” means technical support assistance provided by Extract Systems to Licensee for the Licensed Software as described in this Exhibit.

Licensee Obligations:

- All inquiries to Extract Systems by Licensee must be made by an Authorized Contact.
- Licensee will provide Extract Systems with available information regarding the Error, including the respects in which the Licensed Software fails to perform, and any additional information (e.g., example data, scripts, and usage patterns that cause the malfunction to occur) reasonably required by Extract Systems. Licensee will provide Extract Systems with documentation sufficient for Extract Systems to duplicate the circumstances under which such Error becomes apparent. The following are examples of information Licensee should be prepared to provide to Extract Systems:
 - Computer configuration (operating system, CPU, RAM, etc.)
 - Text file that specifies the versions of all installed DLLs.
 - The extractexceptionlog.uex file found in the binaries folder, if this file exists.
 - Scanned images.
 - Extract may require customer to run additional utilities and debug reports.
 - Extract may require Licensee to create and submit sample documents to help reproduce the problem.
 - Configuration file (FPS).
- At Extract Systems’ request, Licensee will reproduce the Error on equipment and software under Licensee’s direct control, and provide Extract Systems with remote access to Licensee’s computer system for the purpose of remote diagnostics. Such remote access will be via a method selected by Extract Systems.

Extract Systems Obligations:

Extract Systems will provide Support for: (i) the current major release of the Licensed Software; and (ii) for a period of twelve months subsequent to the release date of the current major release and the immediately preceding major release, as follows:

- Extract Systems will provide Licensee with Updates to the Licensed Software that Extract Systems makes generally available to licensees of the Licensed Software. Extract Systems will choose the method for delivering Updates to Licensee. Extract Systems’ preferred method of delivery for Updates is via Internet download from Extract Systems’ web site. However, other delivery options include CD-ROM and magnetic media.
- Extract Systems will maintain a support web site database of available information on the Internet. This will include frequently asked questions, a knowledge base of product information, example configurations, known issues, and maintenance downloads.
- For the purpose of providing Support, Extract Systems will communicate with up to two Authorized Contacts.
- Upon Extract Systems’ receipt of a request from Authorized Contacts for Support to address an Error, Extract Systems will:
 - assign an engineer to investigate the Error.
 - attempt to reproduce the Error.
 - determine if the Error is material.
 - provide Licensee with a workaround if the Error is material and there is a workaround.
 - develop an Error Correction if the Error is material and there is no workaround.
 - provide Licensee with periodic status reports on the status of the investigation.

In more specific terms, Extract will react based on the determination that the problem is Critical or Non-critical as described immediately below.

Critical Problems, Notification Procedure and Extract Response.

- Critical problems exist if Software fails or exhibits major functional problems or major system deteriorations (no functionality, e.g., system down problems) that are reproducible by Extract or if Licensee is unable to proceed without a fix to the problem or a work-around solution provided by Extract.
- Extract will initially respond to Licensee within four (4) business hours of its receipt of notification of the Critical program error. This response will inform Licensee of the identity of Extract personnel assigned and of the plan to correct the problem. Extract will, in addition, provide daily status updates until the problem has been fixed or reduced to a Non-Critical Problem level. The specialist assigned to the problem will use all commercially reasonable efforts to fix or reduce the Critical program error to a Non-Critical Problem program error. If the specialist has not fixed or reduced the program error to a Non-Critical level within eight (8) business hours of its receipt of notification of the Critical program error, then an Extract development engineer will be assigned to the problem. The specialist and development engineer will work directly with Licensee to fix or reduce the Critical program error to a Non-Critical level.

Non-Critical Problems, Notification Procedure and Extract Response.

- Non-Critical problems exist if Software or documentation contains minor functional problems, incorrect logic, incorrect descriptions, or functional problems, but no loss of data, which Licensee is able to work around or where a temporary correction has been implemented (functional but needs improvement). Extract will initially respond to Licensee during normal business hours (8 a.m. - 5 p.m. C.S.T.) within twenty-four (24) business hours of its receipt of notification of the Non-Critical program error. Extract shall make commercially reasonable efforts to schedule the personnel required to resolve the problem. The correction of such errors shall be performed within the limits of Extract's resources consistent with the obligations of Extract to its other customers. Extract may elect to include the modification in the next scheduled maintenance release of the Product.
- Extract Systems provides Support Services at Extract Systems' office or at other locations chosen exclusively by Extract Systems. However, subject to payment of Extract Systems' consulting rates and travel and living expenses, and the availability of Extract Systems support personnel, Extract Systems will provide on-site service at Licensee's facility upon reasonable request.
- Licensee will pay Extract Systems at Extract Systems' then current time and material rates for work performed by Extract Systems or any of its agents to investigate a malfunction or defect that Extract Systems, using commercially reasonable judgment, (i) determines to have been caused by a modification to the Licensed Software not made or authorized by Extract Systems, (ii) determines to arise only when the Licensed Software is used in a manner other than that for which it was intended, or (iii) otherwise believes not to be due to an Error in the Licensed Software. Licensee will also pay for support provided for problems resulting from the failure to implement solutions, error corrections, new versions, and other improvements to the Licensed Software.

Service Coverage:

The following outlines the period of coverage for the Licensed Software by Extract Systems. Extract Systems will, during the hours of 8:00 a.m. to 5:00 p.m., in the Central/US time zone, on weekdays (exclusive of holidays), make telephone Support available to Licensee's Authorized Contacts. Extract Systems will also maintain an e-mail address that may be used by Licensee to request Support. Licensee and Extract Systems agree that Internet e-mail is unreliable and will therefore make best efforts to acknowledge receipt of the other party's e-mail within two (2) business hours. In addition, Extract Systems will assist the Authorized Contacts outside of these hours in the event that an Error impacts a critical component of the Licensed Software rendering it nonfunctional; provided, however, that if Extract Systems assists Licensee outside of these hours for any other type of Error or problem, Licensee will pay for such support at Extract Systems' then standard commercial time and materials rates, with a two (2) hour minimum per call.

Support Request Contacts

Extract Systems' current contact points for Support requests are as follows:

- USA Phone Number: +1 608 216 7950
- USA Fax Number: +1 608 216 7960
- Email: support@extractsystems.com
- Web: <http://www.extractsystems.com/support>

Proposal to:

**ID Shield Support, Maintenance, and Upgrade
Services**

Presented to:

**Lucas County - OH
Ms. Cindy Waldmannstetter
711 Adams St.
Toledo, OH 43604**

Presented by:

**US Imaging, Inc.
400 S. Franklin Street
Saginaw, MI 48607**

Scott Robinson
President / CEO
(989) 714-9700

August 12, 2013

US Imaging

August 12, 2013

Ms. Cindy Waldmannstetter
Lucas County - OH
711 Adams St.
Toledo, OH 43604

Dear Cindy,

US Imaging, Inc. is pleased to present this proposal to upgrade Lucas County to ID Shield version 9, and provide on-going support and maintenance services. Our team will provide Lucas County with an unparalleled combination of County expertise and a proven conversion process which ensures system integrity, and user satisfaction. US Imaging understands the scope of work required, the critical success factors, and the County's goals. US Imaging has become America's premier County Conversion Service because of our:

- **Experience** – US Imaging's staff has been converting images for over 37 years and has served over 340 Counties Nationwide. Our Redaction Technology has been utilized at over 275 Counties Nationwide on over 1 billion images.
- **Countys Focus** – US Imaging is not a generic conversion house – we know County records. US Imaging is the only conversion vendor in America to focus exclusively on County / Government conversion services. We have proven expertise scanning, indexing and archiving records from every County Department.
- **Verification Services** – US Imaging can manually inspect every image or every redacted image and make corrections at any point in the future if desired.

We appreciate the opportunity to present our solutions and we look forward to working with you and your staff on your projects. If you have any questions or to schedule a pick up, please contact me at 989-714-9700 or by e-mail at srobinson@us-imaging.com.

Sincerely,



Scott Robinson
President / CEO
US Imaging, Inc.

400 S. Franklin Street • Saginaw, MI 48607
Phone: (989) 754-9949 • Fax: (989) 753-7933

ID Shield support and maintenance for Lucas County Clerk of Court and County Recorder offices:

Lucas County Requirements:

- **Digital Images** – Lucas County will retrieve all digital images for the range of this project and inventory it to make certain that it is all accounted for.
- **Hardware** – County secure appropriate hardware to install ID Shield in a test environment.
- **Naming Conventions** – County will provide file naming conventions for successful import into host system. It is our understanding this will not change since integration with OnBase and DTS has already occurred
- **Import** – County will work with system vendor to import the images and indexes into the system.
- **Test** – County will provide representative samples of images and data for US Imaging to test. County will test the import of the images to verify that they are in the correct format. Again, it sounds like Extract has written upgraded rules using previously provided samples and this step will not be necessary.

US Imaging Requirements:

- **Scope** – Lucas County is currently using ID Shield v7.0 to redact Account Number, Driver License Number, SSN and Tax ID for the Recorder and Clerk of Court, as well as additionally DOB, Law Enforcement Personal Information and Minor Names for the Clerk. Both departments are redacting both day-forward and historical documents.
- **Location** – All support services will be provided within the continental United States.
- **OCR/ICR** - US Imaging will upgrade Lucas County to ID Shield v9 which uses Nuance OmniPage v18 to process all images through a triple-voting OCR engine
- **Extraction** – See scope for list of fields to be extracted.
- **Test Environment** – US Imaging will provide remote services to set-up a temporary test environment of ID Shield v9.
- **Upgrade** – upon successful completion of testing, US Imaging will upgrade ID Shield in a “live” production environment.
- **Training** – Remote training
- **Support & Maintenance** – On-going support and maintenance of ID Shield

Option 1:
One-time Test Environment Set-up

1 Flat Rate @ \$5,900.000 Remote assistance to set-up temporary test environment	=	\$5,900.00
Total Investment	=	<u>\$5,900.00</u>

Option 2:
On-going support and maintenance starting June 23, 2013 and ending on January 31, 2014.

1 Flat Rate @ \$27,500.00 Per Image for Automated Redaction w/Manual Review	=	<u>\$27,500.00</u>
Total Investment	=	<u>\$27,500.00</u>

One-year renewal period starting February 1, 2014 would be at an annual rate of \$40,000 and run twelve months from the starting date.

US Imaging requires a signed agreement and purchase order prior to starting any project.

US Imaging will not reproduce or distribute Lucas County images and/or indexes to any other entity except Lucas County.

ACCEPTANCE AND AUTHORIZATION:

Lucas County may designate acceptance of this proposal by signature of an authorized office of the County. Total costs for initial implementation and ongoing costs have been described herein.

In exchange for products and services outlined in this proposal, Lucas County agrees to pay US Imaging, Inc., the total amount due within 30 days from the date of invoice. Any amounts outstanding will be assessed a finance charge of 1 1/2 percent per month on the unpaid balance.

US Imaging also reserves the right to collect monies owed in the event of nonpayment and recover any and all legal fees in addition to the unpaid balance.

Accepted by:

Ms. Cindy Waldmannstetter
Director – Lucas County IS
Lucas County - OH
711 Adams St.
Toledo, OH 43604

Signature _____

Date _____

Accepted by:

Scott Robinson
President / CEO
US Imaging, Inc.
400 S. Franklin St.
Saginaw, MI 48607

Signature Scott Robinson

Date August 12, 2013



Software Maintenance Service Agreement

Customer: Lucas County Clerk of Courts
Attention: Chris Zimo
Address: 700 Adams Street
 Toledo, OH 43604

Agreement Date: 04/17/2013
Customer Number: 30038
Agreement Number: CON_100301_CKHO
Account Manager: Jack Hudson

Schedule A

Product	Qty	Unit Price	Effective Date	Extended Price
Perpetual License	1	\$47,700.00	6/22/2013 - 6/21/2014	\$47,700.00
Server License	1	\$1,800.00	6/22/2013 - 6/21/2014	\$1,800.00
Total:				\$49,500.00

Customer acknowledges by signature and date below that this agreement has been read and understood in its entirety, and agrees to be bound by its terms. Customer further agrees that this is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals oral or written and all other communications and prior agreements between the parties, relating to the subject matter of this agreement. The terms of this agreement may not be amended, modified or rescinded except by a written instrument from both parties.

Accepted for	Lucas County Clerk of Courts	High Line Corporation DBA	CASNET
_____	_____		4/17/13
Accepted By	_____	Accepted By	Date
_____	_____		4-19-2013
Title	Date	Accepted By	Date

This Software Support Service Agreement (the "Agreement") is made by and between CASNET ("CASNET") and the customer ("Customer") identified above and is effective on the date stated on Schedule "A". This Agreement describes the terms and conditions upon which CASNET shall provide services to Customer in connection with certain software identified on the attached quotation or schedule (the "Attachment") which is part of this Agreement and is incorporated herein by reference. If mutually agreed by the parties, CASNET may from time to time perform additional services for Customer, which shall be evidenced in one or more additional Attachments appended hereto.

1. **General Terms** - CASNET agrees to provide Software Support and/or Software Products (collectively, the "System" or, with respect to each unit thereof, a "System") described in the attached Software Support Master Service Agreement Schedule "A", (and for the System described in any additional Schedules "A" which may subsequently be attached by mutual agreement between Customer and CASNET) for twelve months commencing the effective date shown on, and at the fees indicated on the attached Schedule "A". The effective date of this Agreement with respect to particular software (as shown on the respective Schedule "A") is herein referred to as the "Effective Date".

2. **Add-On Software and Products** - If during the term of this Agreement Customer desires to modify the System either by purchase or license of additional Systems or by the addition of accessories to existing Systems, then such Systems may be included in this Agreement by mutual consent of the parties in writing and upon payment of such additional charges as may be specified in such writings.

If, upon the consent of both parties in writing, additional Systems are added to an existing System or an additional System is purchased or licensed and a valid Software Support Master Service Agreement is already in effect, the additional System will be added on a prorated basis so that all covered Systems will be due for renewal on the same date. The CASNET Software Support Master Service Agreement Price List then in effect will be used to prorate fees for the added Software or Software Services.

3. **Payment/Taxes** - The System fees specified on Schedule "A" are due and payable in full from Customer before the contract start date of Schedule "A". Customer shall pay any and all federal, state or local taxes (including without limitations, privilege, sales, use or excise taxes, but excluding taxes based on CASNET's income), unless an exemption is established to CASNET's satisfaction. CASNET shall not be required to provide service for any Software Products unless all monies due hereunder have been paid by Customer. CASNET may terminate this Agreement if Customer fails to pay CASNET's invoice within the required time period. All Software Support renewals exceeding thirty (30) days past due will automatically be cancelled. The Software Support reinstatement fee is 10% of the past due maintenance fees or other amount as may be specified by the software manufacturer, in addition to the amount of the fees past due.

4. **Software Support / End of Life** - Software Support shall be provided by CASNET for Systems listed on the Software Support Service Agreement at the fees stated on Schedule "A".

CASNET recommends that customers stay current of releases of the licensed software modules that are covered under this Agreement. Updates provide the latest software enhancements and error corrections and the optimal interoperability with other third party software.

CASNET cannot ensure the ability to correct errors in any version of the licensed software other than the most recent release of the licensed software that is supported by the software manufacturer. However, CASNET shall continue to support prior releases superseded by recent releases as long as manufacturer support is available to CASNET.

Occasionally, when products go beyond their primary support life they may go under what is termed extended support. Extended Support provides manufacturer support beyond the "End of Life" timeframes for specified products at additional cost.

In the event that the customer's installed version of licensed software has been deemed "End of Life" or "End of Service Life" or similar label by the software manufacturer, and the customer has a current Software Maintenance Agreement, CASNET will continue to work to identify and resolve any error conditions reported by the customer on a reasonable efforts basis. The customer assumes the risk in these situations that the error condition may not be solvable with using reasonable efforts by CASNET on the current hardware and/or software platform and may require an upgrade to a currently supported version of the software at additional cost. CASNET will not be providing software assurance.

Unless stated otherwise in your support agreement with CASNET, the Software Support Features are:

- **9/5 Response**
Support requests may be placed 24 hours per day, 7 days per week via email or web at www.casnet.com. CASNET will respond to Support Requests during the hours of 8:00 AM and 5:00 PM EST Monday thru Friday, excluding holidays, within 8 business hours.
- **Remote Support**
In the event that a support request cannot be resolved through standard support procedures, the support technician will initiate a remote session to gain access to Customer system in order to troubleshoot the incident. If the customer cannot facilitate Remote support, the customer may be charged normal rates for an onsite visit to diagnose the issue.
- **On-Site Support Minus Expenses**
In the event that the covered Software Support issue cannot be resolved through the normal support procedures or through Remote Support, CASNET will dispatch a technician to perform the work at the location of the system. The decision to go on-site is first made by CASNET and then approved by the Customer. CASNET does not take responsibility for other applications running on the server or workstations and will not come on-site to repair these applications. Under this agreement Customers pay for all travel related expenses. CASNET will charge Customer at current professional service rate for events not covered under this agreement. Professional Services for major or minor upgrades are not included.
- **New Software Releases**
CASNET and/or Software Manufacturer may, from time to time, issue new releases and documentation updates of the licensed Software, generally containing error corrections and enhancements. CASNET shall make available to Customer one copy of each new release so long as software assurance is a component of the covered software, upon request, without additional charge provided that all applicable fees associated with this Agreement have been paid according to the terms herein. Installation will be performed by a Certified CASNET professional based on a Statement of Work which will outline project details, installation fees, and expenses. Receipt of upgrade releases is included with Support Agreement however Professional Services for installation and configuration are not included and will be quoted upon request.
- **Professional Services for upgrades**
CASNET will quote the cost to perform an upgrade installation separately on a case by case basis at the customer's request. A Statement of Work will be prepared and submitted to the Customer for approval prior to commencement of the upgrade.

5. **Limitation on Service** - CASNET's service provided under this Agreement is contingent upon proper use and application of the Software in accordance with the specifications set forth in CASNET's product literature and (1) does not cover Software if modified, upgraded, repaired or adjusted by anyone other than CASNET or its authorized representatives; (2) does not apply if adjustment, repair or replacement of the Software is required wholly or partially because of accident, neglect, abuse or operating conditions exceeding specifications (such as voltage overloads); (3) does not cover malfunctions caused by error in installing, operating or training the Software if such installation, operation or training is provided by anyone other than CASNET or its authorized representatives; (4) does not cover malfunctions caused by defects in or incompatibility with Customer's central processing unit, associated equipment, software, terminals, telephone equipment or network; (5) does not cover preventative maintenance normally provided by Customer; (6) does not include the provision of any supplies or accessories, and (7) does not apply if Customer rejects any standard corrections, modifications or upgrades to the Software supplied or made available by CASNET.
6. **Additional Services** - Services rendered by CASNET not covered by this Agreement, such as services required to be performed at Customer's premises, may be provided by CASNET at its prevailing rates and under its standard policies for such services, plus reimbursement of travel expenses and other direct costs. Additional services may apply to Systems not covered under an Agreement. If Support Level does not include New Software Releases, additional software charges may apply.
7. **Renewal** - This Software Support Agreement shall renew automatically on each anniversary of each Effective Date, unless either party give written notice of termination to the other party, to be received at least 30 days in advance of the Renewal Date. CASNET reserves the right to adjust the Software Support fee at each renewal of an Effective Date.
8. **Lapsed Service and Fees** - If Customer purchases an annual Maintenance Agreement for a Product where maintenance has lapsed on the Product(s) by up to 180 days, Customer will be charged a "Lapsed Service" fee at the rate of 10% of the new Maintenance Agreement in addition to the then-current standard maintenance fee pro-rated for the time period during which no maintenance was in effect. The Customer will be charged CASNET's standard rates for any work performed during the lapsed period.
9. **Force Majeure** - CASNET shall not be liable for any delay in performance or failure to provide service which is due to strikes, fires, acts of God, or other causes beyond its control.
10. **Limitation of Liability** - IN THE EVENT OF ANY LOSS OR DAMAGE TO CUSTOMER, WHETHER IN CONTRACT, IN TORT OR OTHERWISE, CASNET SHALL HAVE NO LIABILITY BEYOND REPAIR OR REPLACEMENT OF DEFECTIVE SYSTEM AND PARTS, OR, AT CASNET'S OPTION, A PRO RATA REFUND OF THE PREPAID SOFTWARE SUPPORT MASTER AGREEMENT FEES PAID BY CUSTOMER HEREUNDER. IN NO EVENT WILL CASNET BE LIABLE FOR DAMAGES IN EXCESS OF ALL FEES PAID BY CUSTOMER UNDER THIS AGREEMENT. IN NO EVENT SHALL CASNET BE LIABLE FOR LOSS OF PROFITS, LOSS OF USE, INTERRUPTIONS OF BUSINESS, OR FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND.
11. **Warranty Disclaimer** - CASNET DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED (INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INFRINGEMENT).

12. **Assignment** - Neither this Agreement nor any rights and obligations under it may be assigned by either party without the other party's prior written consent; provided, however, that nothing contained herein shall prohibit CASNET from assigning any and all proceeds due CASNET hereunder, or from assigning any or all of its Software Support duties hereunder to any third party.
13. **Miscellaneous** - This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio applicable to contracts to be executed and performed entirely within such State. No modification of this Agreement shall be binding unless it is in writing and is signed by an authorized representative of the party against whom enforcement of the modification is sought. In the event that any of the terms of this Agreement is declared to be invalid or void by any court or tribunal of competent jurisdiction, such term or terms shall be null and void and shall be deemed severed from this Agreement and all the remaining terms of this Agreement shall remain in full force and effect. This Agreement is the complete and exclusive statement of CASNET's obligations and responsibilities to Customer and supersedes any other proposal, representation, or other communication by or on behalf of CASNET relating to the subject matter hereof.
13. **See Attached Addendums**