



SYSTEM MAINTENANCE AGREEMENT

This System Maintenance Agreement ("SMA") is made and entered into by and between i3-ImageSoft, LLC, a Delaware Limited Liability Corporation with its principal offices at 403 S. Main St., Royal Oak, MI 48067 ("i3-ImageSoft"), and Genesee County, Michigan with its principal offices at 1101 Beach Street, Flint, MI 48502 ("Customer"), i3-ImageSoft and Customer each individually referred to as a "Party" or collectively as the "Parties":

RECITALS:

WHEREAS i3-ImageSoft is in the business of providing system maintenance and related support services ("Maintenance"); and

WHEREAS, Customer desires to purchase from i3-ImageSoft such Maintenance as described herein; and

WHEREAS, i3-ImageSoft desires to provide Customer with such Maintenance as described herein.

NOW, THEREFORE, the parties mutually agree as follows:

DEFINED TERMS: The following terms shall have the meanings set forth below for all purposes of this SMA:

"SMA" shall mean this System Maintenance Agreement.

"Customer Care" shall mean an enhanced package of support services provided by i3-ImageSoft and defined within this SMA. Customer Care services are to be provided only if they are specifically identified in this SMA.

"Statement of Work" or "SOW" shall mean an agreement between Customer and i3-ImageSoft that describes specific products and services to be provided by i3-ImageSoft to another party. A SOW may be related by reference to this SMA.

"Supported Software" or "Supported Software Products" shall mean the computer software licensed from either i3-ImageSoft or a third-party vendor to be supported by i3-ImageSoft under this SMA as defined in Section 1.

"Supported Hardware" shall mean the computer hardware manufactured by a third-party vendor to be supported by i3-ImageSoft under this SMA as defined in Section 1.

"Supported Services" shall mean the system configuration and custom software development provided by i3-ImageSoft and to be supported by i3-ImageSoft under this SMA as defined in Section 1.

"Supported Products" shall mean the Supported Hardware and Supported Software components to be supported by i3-ImageSoft under this SMA.

“Supported System” shall mean the aggregate of the Supported Products and Supported Services.

“Product Vendor” shall mean i3-ImageSoft or a third-party vendor whose products i3-ImageSoft is authorized to resell and whose products are identified as Supported Products.

“Maintenance and Support Services” shall mean the maintenance and support services to be performed by i3-ImageSoft under this SMA.

“Documentation” shall mean the officially released material, either in electronic or paper form, including user manuals, provided by Product Vendors related to the functional, operational or performance characteristics of Supported Products.

“Error Tracking Number” or “ETN” means a unique number assigned by i3-ImageSoft to an Error.

“Error” shall mean any defect or condition inherent and discovered in the Supported Product that causes the Supported Product to fail to perform in accordance with the current Documentation published by Product Vendor. A defect or condition is not an Error until i3-ImageSoft assigns an Error Tracking Number (ETN).

“Upgrades and Enhancements” means any and all new versions, improvements, modifications, upgrades, updates, fixes and additions to Supported Software that a Product Vendor or i3-ImageSoft has commercially released to its end users generally during the term of this SMA to correct deficiencies or enhance the capabilities of the Supported Software, together with updates of the Documentation to reflect such new versions, improvements, modifications, upgrades, fixes or additions; provided, however, that the foregoing shall not include new, separate software product offerings, new software modules, or a re-platformed software product.

1. IDENTIFICATION OF SUPPORTED PRODUCTS AND SERVICES

i3-ImageSoft provides professional services and sells and supports several different Software and Hardware products, each of which may have both common and distinct support terms. The following products and services are supported under this agreement:

- a) New Purchases. This SMA covers all products and services that are purchased through a fully executed i3-ImageSoft SOW which specifically references this agreement and where the products and services are explicitly identified as covered under this agreement.
- b) Existing Supported Components. Appendix A provides a list of known existing system products and services that are to be covered by this agreement. Any existing component that is not explicitly identified shall not be covered by this agreement.

2. SUPPORTED SOFTWARE MAINTENANCE

This section describes the terms and conditions related to all the Supported Software. Additional terms and conditions that are specific to a Product Vendor may be included in Section 16.

- a) Upgrades and Enhancements. i3-ImageSoft shall provide, upon Customer request, all Upgrades and Enhancements to the Supported Software commercially released by the Product Vendor during the term of this SMA. Customer acknowledges and agrees that Product Vendors have the right, at any time, to change the specifications and operating characteristics of the Supported Software. Any Upgrades and Enhancements to the Supported Software and Documentation shall

remain proprietary to and the sole and exclusive property of the Product Vendor and shall be subject to all the restrictions, limitations and protections of the Product Vendor's license agreement. All applicable rights to patents, copyrights, trademarks, other intellectual property rights, applications for any of the foregoing and trade secrets in the Supported Software and Documentation and any Upgrades and Enhancements are and shall remain the exclusive property of the Product Vendor.

- b) Errors in Supported Software. All Error(s) discovered by Customer within Supported Software must be properly reported to i3-ImageSoft in accordance with Section 6 b) of this SMA. i3-ImageSoft shall use its commercially reasonable efforts to correct any properly reported Error(s) in the Supported Software that are mutually confirmed by i3-ImageSoft and Product Vendor, in the exercise of their commercially reasonable judgment.
- c) General Assistance and Advice. i3-ImageSoft shall, upon the request of Customer, provide technical support, including remote assistance and advice, related to the operation, best practices, and use of the Supported Software by Customer. Remote assistance and advice is provided over the telephone or through e-mail correspondence. Remote assistance and advice is intended to provide general assistance and guidance related to the everyday usage and maintenance of the system. Remote assistance and advice is not intended to be a replacement for a properly trained system administrator, or a properly trained software developer. i3-ImageSoft will notify Customer if this service is being used in a manner that is outside of its intended purpose and reserves the right to charge a fee in such an instance.
- d) Reporting Errors to Product Vendors. For Errors that require Product Vendor assistance to correct, i3-ImageSoft shall work directly with the Product Vendor and use its commercially reasonable efforts to correct the Error.
- e) Remote Access to Customer system. Customer acknowledges and agrees that i3-ImageSoft and Product Vendor may require on-line access to the Customer's system for i3-ImageSoft to provide Maintenance and Support Services hereunder. Accordingly, Customer shall provide a connection to the Internet to facilitate i3-ImageSoft's remote access to Customer's system. i3-ImageSoft shall provide remote connection software, which may require installation of a software component on a workstation or server computer. NO REMOTE ACCESS WILL BE INITIATED BY I3-IMAGESOFT OR PRODUCT VENDOR WITHOUT A CUSTOMER SUPPORT REPRESENTATIVE PRESENT.
- f) Exclusions. i3-ImageSoft is not responsible for providing, or obligated to provide, maintenance and support services or upgrades and enhancements under this SMA: (a) in connection with any Error if i3-ImageSoft (directly or through Product Vendor) has previously provided corrections for such Error, which correction Customer chose not to implement after being advised to implement the same; (b) in connection with any Errors or problems that have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in the database, operating system, third party software (other than Supported Software or third party software bundled with the Supported Software.), hardware (other than Supported Hardware) or any system or networking utilized by Customer; (c) if the Supported System or related software or systems have been subjected to abuse, misuse, improper handling, accident or neglect; (d) if any party other than i3-ImageSoft or a Product Vendor working with i3-ImageSoft has provided any services in the nature of Maintenance and Support Services to Customer with respect to the Supported System; or (e) in connection with custom developed software not developed or provided by i3-ImageSoft.

3. SUPPORTED SERVICES MAINTENANCE

This section describes the terms and conditions related to all the Supported Services. All services provided by i3-ImageSoft to Customer are provided with a 30-day limited warranty, which is further defined in section 11 (see section 4 for Customer Care extended warranty on Supported Services). During this limited warranty period Service Provider will use its commercially reasonable efforts to correct any properly reported defect(s) (non-conformity to design or functional specifications mutually confirmed and agreed upon by Service Provider and Customer) in any configurations or custom software development provided by Service Provider.

4. CUSTOMER CARE SUPPORT

This section is only applicable if Customer Care is identified as being provided herein or in an accepted SOW. Customer Care Support is an optional support package that is offered to select Customers. If applicable, Customer Care provides more extensive protection to the Customer in several key areas, as follows:

- a) Extended Services Support. i3-ImageSoft will use its commercially reasonable efforts to correct any properly reported defect(s) (non-conformity to design or functional specifications mutually confirmed and agreed upon by i3-ImageSoft and Customer) in any configurations or custom software development provided by i3-ImageSoft, and fully paid for by Customer.
- b) Development Team Access. i3-ImageSoft will use its commercially reasonable efforts to maintain an enhanced level of knowledge regarding the Customer's System and provide Customer access to i3-ImageSoft's implementation staff that maintains this knowledge. All support calls will first go through the standard help-desk process; however, Customer Care Customers will have enhanced access to implementation staff personnel.
- c) System Upgrade Assistance to on-premises Software. i3-ImageSoft will annually assist Customer in the installation of up to two (2) new versions for any of the Supported Software Products provided by i3-ImageSoft that are installed at Customer premises. Assistance shall include: 1) Providing remote technical advice for planning or execution; and 2) Providing remote technical services to run the upgrade procedure. ON-SITE ASSISTANCE IS NOT INCLUDED AND IS BILLABLE AS PER SECTION 7. TESTING AND BACKUP ARE THE RESPONSIBILITY OF THE CUSTOMER. I3-IMAGESOFT RESERVES THE RIGHT TO REFUSE TO PERFORM AN UPGRADE IF IN I3-IMAGESOFT'S REASONABLE COMMERCIAL JUDGMENT PROPER TESTING OR BACKUP HAVE NOT BEEN PERFORMED.
- d) Upgrade Assurance. i3-ImageSoft will use its commercially reasonable efforts to ensure that any configurations or custom software development provided by i3-ImageSoft, and fully paid for by Customer will continue to operate and provide same or similar functionality in subsequent new versions of Supported Products. UPGRADE ASSURANCE DOES NOT INCLUDE MIGRATING TO A DIFFERENT OPERATING ENVIRONMENT.
- e) Web Support Portal. A feature of the Customer Care Support program includes i3-ImageSoft providing Customer with access to support through the Web. The Web Support Portal provides Customer with access to support history, and the ability to submit a notification through the Web.
- f) Customer Care Pricing. The price for Customer Care is based on the size and complexity of the system being supported and an estimate of the amount of effort required to perform the support for the period being covered. In subsequent years i3-ImageSoft reserves the right to adjust the price for Customer Care to better reflect the actual cost of the service being provided.

5. SUPPORTED HARDWARE MAINTENANCE

This section describes the terms and conditions related to all the Supported Hardware. Additional terms and conditions that are specific to a Product Vendor may be included in Section 16.

- a) Errors in Supported Hardware. All Error(s) discovered by Customer within Supported Hardware must be properly reported to i3-ImageSoft in accordance with Section 6 of this SMA. i3-ImageSoft shall use its commercially reasonable efforts to correct any properly reported Error(s) in the Supported Hardware that are mutually confirmed by i3-ImageSoft and Product Vendor, in the exercise of their commercially reasonable judgment.
- b) Third-party On-site Maintenance. For most Supported Hardware i3-ImageSoft will propose to Customer and purchase on behalf of Customer a third-party on-site maintenance contract. If an on-site maintenance contract is in effect, it will be identified in a related SOW, or through a renewal invoice for subsequent terms. If an on-site maintenance contract is in effect and an Error is confirmed by i3-ImageSoft to be covered by the on-site maintenance contract, then, i3-ImageSoft will either contact the third-party on behalf of the Customer, or direct Customer to do so.

6. SUPPORT PROCEDURES

- a) Support Hours. Unless extended support coverage is defined within and purchased through a related SOW, Maintenance and Support Services shall be available during the hours of 8:00 a.m. to 6:00 p.m., Eastern Time, Monday through Friday, excluding the following U.S. holidays, as defined by the US Federal Government (www.opm.gov/fedhol)), including: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve and Christmas Day.
- b) Error Reporting. Proper notice shall include prompt telephonic and written (either via e-mail or postal mail) notice to i3-ImageSoft of any alleged Error. If requested by i3-ImageSoft, Customer agrees to provide written documentation of Errors to substantiate the Errors and to otherwise assist i3-ImageSoft in the detection, verification and correction of said Errors. i3-ImageSoft will use its commercial reasonable judgment to determine if an Error exists. If i3-ImageSoft determines that a new Error exists, i3-ImageSoft will assign an Error Tracking Number ("ETN") to the Error and provide this to the Customer. A NOTIFICATION OF ANY KIND DOES NOT BECOME AN "ERROR", AS DEFINED WITHIN THIS AGREEMENT, UNTIL AN ERROR TRACKING NUMBER IS ASSIGNED BY i3-IMAGESOFT.
- c) Call Tracking and Response. i3-ImageSoft's help desk shall track all Customer notifications and categorize them as follows:

Type	Description	Response Time
Critical	An issue has been identified and is either causing a significant portion of the system to be unusable or is significantly affecting Customer productivity and no workaround is available. These calls are addressed before all others.	1 business hour
High	An issue has been identified and is either causing a significant portion of the system to be unusable, or is significantly affecting	4 business hours

	Customer productivity, however, a workaround is available.	
Medium	An issue has been identified but is not significantly affecting Customer productivity.	8 business hours
Low	System is operating as documented; however, Customer has requested a change to the system or Customer has requested General Assistance or Advice.	24 business hours

i3-ImageSoft will record information in a concise manner in an internal issue tracking database. A summary report will be provided to Customer upon request of the notifications that have been received.

Once an ETN is assigned then i3-ImageSoft will respond to Customer notifications within the timeframes shown above. Response will include attempting to make direct contact with the Party that submitted the notification. Direct contact will first be attempted via telephone. Secondly, an e-mail may be sent, or another Customer party may be contacted. The course of action will vary depending upon the nature and severity of the notification.

7. TIME AND MATERIALS SERVICES

- a) On-Site Services. This agreement provides for Errors to be resolved remotely, however the parties may determine that on-site services are required. Upon the reasonable request of Customer and agreeing to pay for such services on a time and materials basis, i3-ImageSoft may provide on-site Services at Customer's facilities in connection with the correction of Error(s). All on-site service requests must be made in writing. i3-ImageSoft may require that Customer provide either a signed Purchase Order, or a signed Statement of Work agreement prior to providing on-site services.
- b) Incidental Expenses. Customer agrees to pay i3-ImageSoft for all reasonable travel and living expenses related to the performance of Time and Materials Services, which are properly supported by a receipt.

8. CUSTOMER RESPONSIBILITIES

- a) Operation of the System at Customer Premises. Customer acknowledges and agrees that it is solely responsible for the operation, supervision, management and control of the components of the System which are installed at Customer premises, including but not limited to providing training for its personnel, instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use. In addition, Customer is solely responsible for its data, its database and for maintaining suitable backups of the data and database to prevent data loss regardless of the cause of said loss. i3-ImageSoft and Product Vendors shall have no responsibility or liability for data loss regardless of the reasons for said loss. i3-ImageSoft and Product Vendors shall have no responsibility or liability for Customer's selection or use of any software (including Supported Software), hardware (including Supported Hardware), or systems.
- b) Customer's Implementation of Error Corrections and Upgrades and Enhancements at Customer Premises. To maintain the integrity and proper operation of the System, Customer agrees to implement, in the manner instructed by i3-ImageSoft, all reasonable Error corrections and Upgrades and Enhancements for components installed at Customer premises. Customer's failure to implement any Error corrections or Upgrades and Enhancements may limit or restrict

the ability of i3-ImageSoft to implement future Error corrections or Upgrades and Enhancements to the system.

- c) Notice of Errors; Documentation of Errors. Customer shall provide prompt notice of any Errors in the System discovered by Customer, or otherwise brought to the attention of Customer. Procedures for proper i3-ImageSoft notification are defined in section 6.
- d) Assistance in Error Correction. i3-ImageSoft may request, and Customer is responsible for providing reasonable assistance during Error isolation and correction. Assistance may include, but is not limited to, collecting error logs, sending data and screen images to i3-ImageSoft, running all or part of the system in a test mode, or otherwise assisting in the creation of an environment similar to that in which the Error was detected. If an Error cannot be successfully reproduced, it may be impossible to determine a root cause and provide a correction.
- e) Level-1 Support. Customer is responsible for providing first-level support to the end users of the System and other related systems. First-level support is to be performed by a trained Customer system administrator and is to cover the overall computing and business environment.

9. PAYMENTS AND REMEDIES

- a) Payment Effect on Coverage. UNLESS OTHERWISE AGREED TO IN WRITING; 1) ALL PAYMENTS FOR SUPPORT SERVICES ARE DUE PRIOR TO SERVICES BEING PROVIDED; AND 2) I3-IMAGESOFT IS NOT OBLIGATED TO PERFORM ANY SERVICES DEFINED WITHIN THIS AGREEMENT UNTIL PAYMENT FOR BOTH THE SUPPORT SERVICES AND PAYMENT FOR THE SUPPORTED PRODUCT OR SUPPORTED SERVICES IS MADE IN FULL AND IS RECEIVED BY I3-IMAGESOFT.
- b) Payment Terms. Customer shall pay all other invoices hereunder in full net thirty (30) days from the date of invoice.
- c) Past Due Amounts. All past due amounts shall bear interest at the rate of one and one-half percent (1.5%) per month (or, if lower, the maximum rate lawfully chargeable) from the date due through the date that such past due amounts and such accrued interest are paid in full. In the event of any default by Customer in the payment of any amounts due hereunder, which default continues unremedied for at least ten (10) calendar days after the due date of such payment, i3-ImageSoft shall have the right to cease to provide any Maintenance and Support Services and Upgrades and Enhancements to Customer unless and until such default, and any and all other defaults by Customer under this SMA, shall have been cured.
- d) Taxes and Governmental Charges. In addition to all other payments required to be made by Customer hereunder, Customer shall pay all taxes and governmental charges, foreign, federal, state, local or otherwise (other than income or franchise taxes of i3-ImageSoft), however designated, which are levied or imposed by reason of the transactions contemplated by this SMA, including but not limited to sales and use taxes, excise taxes and customs duties or charges.
- e) U.S. Dollars. All payments by Customer to i3-ImageSoft shall be made in U.S. dollars.

10. TERM

- a) Initial Term. Subject to the early termination provisions of Section 11c), the initial term of this SMA (the "Initial Term") shall commence when one of the following conditions are met: 1) on the day that i3-ImageSoft issues to Customer license codes for Supported Software; or 2) when any part of Supported System is first used by Customer in a production mode; or 3) when Supported

Services (configuration or custom software development) are accepted by Customer through a defined acceptance procedure; or 4) if Supported Software or a Supported Service are being used in a production mode prior to the signing of this agreement, then the date this agreement is signed.

The Initial Term of this SMA shall expire on the first annual anniversary of the commencement of the Initial Term unless an alternate term is specified in writing and agreed to by the parties.

- b) Renewal Periods. Except as otherwise provided below, the term of this SMA shall be renewed: (1) at the end of the Initial Term, for a period from the first day after the end of the Initial Term through December 31 of the calendar year in which the Initial Term ends; and (2) thereafter, annually on a calendar year by calendar year basis, unless either Party elects not to renew by written notice to the other Party with sixty (60) days written notice prior to the end of such Initial Term or renewal term, as the case may be. i3-ImageSoft shall not exercise its right of non-renewal unless Customer is then in default, i3-ImageSoft reasonably anticipates a Customer default, or i3-ImageSoft is generally no longer in the business of providing such support or otherwise winding down its business. i3-ImageSoft shall invoice Customer for annual maintenance fees for renewal terms at least forty-five (45) days prior to the end of the then-current term of this SMA. If any term of this SMA for which annual maintenance fees are payable is a period of less than twelve (12) calendar months, the annual maintenance fees for such term will be prorated based upon the number of calendar months in such period (including the calendar month in which such term of this SMA commences).
- c) Early Termination.
- i) Automatic. Should any license agreement related to a Supported Products be terminated, then support for that Supported Product under this SMA shall be automatically terminated.
- ii) By i3-ImageSoft For Cause. i3-ImageSoft shall be entitled to give written notice to Customer of any material breach by Customer of a Supported Product license agreement or this SMA, specifying the nature of such breach and requiring Customer to cure the breach. If Customer has not cured the breach within twenty (20) business days after receipt of such written notice, i3-ImageSoft shall be entitled, in addition to any other rights it may have under this SMA, or otherwise at law or in equity, either (a) to immediately terminate this SMA, or (b) suspend the performance of services until the breach is cured. For the avoidance of doubt, failure to pay any sum due and owing is a material breach.
- iii) By Customer For Cause. Customer shall be entitled to give written notice to i3-ImageSoft of any material breach by i3-ImageSoft of this SMA, specifying the nature of such material breach or non-compliance and requiring i3-ImageSoft to cure the breach. If i3-ImageSoft has not cured the breach within twenty (20) business days after receipt of written notice, Customer shall be entitled, in addition to any other rights it may have under this SMA, or otherwise at law or in equity, to immediately terminate this SMA; and thereafter, so long as Customer has complied in all material respects with its obligations under this SMA and is current on all payment obligations to i3-ImageSoft, Customer shall be entitled to a refund from i3-ImageSoft of the "unused portion of the annual maintenance fees" for the then-current term of this SMA. For these purposes, the "unused portion of the annual maintenance fees" shall mean that portion of the annual maintenance remaining from the end of the month when the termination is effective to the end of the remaining term.

d) Effect of Termination.

- i) Payments. Notwithstanding any termination of this SMA, subject to 11(b)(2), Customer shall be obligated to pay i3-ImageSoft for (A) all Maintenance and Support Services provided on a time and materials basis in accordance with this SMA at any time on or prior to the effective date of termination; (B) all annual maintenance fees due with respect to any period commencing prior to the effective date of termination; and (C) all travel and incidental costs and expenses incurred by i3-ImageSoft at any time on or prior to the effective date of termination.
- ii) Survival of Obligations. Provisions of this SMA which by their nature extend beyond termination of this SMA shall survive termination of this SMA. Additionally, the termination of this SMA will not discharge or otherwise affect any pre-termination obligations of either Party existing under this SMA at the time of termination. No action arising out of this SMA, regardless of the form of action, may be brought by Customer more than one (1) year after the date the action occurred.
- iii) Reinstatement of SMA. In the event of non-renewal of this SMA by Customer, Customer may at any time elect to reinstate this SMA. To obtain reinstatement, Customer shall deliver written notice to such effect to i3-ImageSoft. i3-ImageSoft shall calculate and provide a proposal for reinstatement where the total cost will not be greater than 110% of the aggregate total cost of the entire period of lapsed coverage and the renewal term. Reinstatement will not be complete until payment in full is received. EXCEPT AS EXPRESSLY PROVIDED BY THIS SECTION, CUSTOMER SHALL HAVE NO RIGHT TO REINSTATE THIS AGREEMENT FOLLOWING THE TERMINATION THEREOF FOR ANY REASON.

11. LIMITED WARRANTY

- a) Limited Warranty of Services. i3-ImageSoft warrants that the Maintenance and Support Services required under this SMA shall be performed in a good and workmanlike manner and substantially according to industry standards. In order to assert any claim that any Maintenance and Support Services fail to conform to this limited warranty, Customer must notify i3-ImageSoft in writing of such claim within thirty (30) days after the date the alleged non-conforming Services are completed. Upon receiving such timely written notice, i3-ImageSoft's sole obligation for any actual breach of this Limited Warranty, and Customer's sole remedy, shall be for i3-ImageSoft to use commercially reasonable efforts to re-perform the nonconforming Services as required by this SMA and the Limited Warranty. If i3-ImageSoft thereafter fails to perform the Maintenance and Support Services in accordance with this Limited Warranty after a reasonable period of time (and at least thirty (30) days), Customer's sole and exclusive remedy shall be termination of this SMA in accordance with Section 10 of this SMA. For the avoidance of doubt and without limiting any other obligations excluded by operation of this SMA or by law, This warranty specifically excludes non-performance issues caused as a result of incorrect procedures used or provided by Customer or a third party or failure of Customer to perform and fulfill its obligations under this SMA or a related Supported Product license agreement.
- b) No Warranty of Product Upgrades and Enhancements. The Limited Warranty of Services above is not intended to modify any product warranty or disclaimer of product warranty that may be contained in the license Agreements for Supported Products relating to Upgrades and Enhancements of the Supported Products which may be provided to Customer under this SMA; for the avoidance of doubt, no product warranty is given under this SMA with respect to Upgrades and Enhancements.
- c) DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN A SOW, OR ANOTHER WRITTEN AGREEMENT THAT EXPRESSLY SUPERSEDES THIS AGREEMENT, I3-IMAGESOFT MAKES NO WARRANTIES OR

REPRESENTATIONS REGARDING ANY MAINTENANCE AND SUPPORT SERVICES, ANY SOFTWARE OR ANY UPGRADES AND ENHANCEMENTS PROVIDED UNDER THIS AGREEMENT. I3-IMAGESOFT DISCLAIMS AND EXCLUDES ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. I3-IMAGESOFT DOES NOT WARRANT THAT ANY MAINTENANCE AND SUPPORT SERVICES, SOFTWARE OR UPGRADES AND ENHANCEMENTS PROVIDED WILL SATISFY CUSTOMER'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY SOFTWARE OR UPGRADES AND ENHANCEMENTS WILL BE UNINTERRUPTED. I3-IMAGESOFT DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD-PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

12. LIMITATIONS OF LIABILITY

IN NO EVENT SHALL I3-IMAGESOFT'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AGGREGATE AMOUNTS PAID BY CUSTOMER TO I3-IMAGESOFT UNDER THIS AGREEMENT DURING THE CURRENT TERM OF THIS AGREEMENT. IN NO EVENT SHALL I3-IMAGESOFT OR PRODUCT VENDORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION DAMAGES OR EXPENSES, THE COSTS OF SUBSTITUTE SOFTWARE OR SERVICES, LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, OR OTHER PECUNIARY LOSS, EVEN IF I3-IMAGESOFT OR PRODUCT VENDOR HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR LOSSES.

13. FORCE MAJEURE

No failure, delay or default in performance of any obligation of a Party to this SMA (except the payment of money) shall constitute a default or breach to the extent that such failure to perform, delay or default arises out of a cause, existing or future, beyond the control (including, but not limited to: action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; flood; war; riot; theft; earthquake; natural disaster or acts of God; national emergencies; unavailability of materials or utilities; sabotage; viruses; malicious code; or the act, negligence or default of the other Party) and without negligence or willful misconduct of the Party otherwise chargeable with failure, delay or default. Either Party desiring to rely upon any of the foregoing as an excuse for failure, default or delay in performance shall, when the cause arises, give to the other Party prompt notice in writing of the facts which constitute such cause; and, when the cause ceases to exist, give prompt notice of that fact to the other Party. This Section shall in no way limit the right of either Party to make any claim against third parties for any damages suffered due to said causes.

14. NOTICES

Unless otherwise agreed to by the parties in a writing signed by both parties, all notices, requests, demands and other communications under this SMA shall be in writing and shall be effective and deemed to have been received (a) when delivered in person, (b) Five (5) business days after having been mailed by certified or registered United States mail, postage prepaid, return receipt requested, or (c) the next business day after having been sent by a nationally recognized overnight mail or courier service, return receipt requested. Unless otherwise provided, notices shall be sent to the parties appearing on the signature page, at the address listed on the opening page of this SMA.

15. GENERAL PROVISIONS

- a) **Non-Discrimination.** i3-ImageSoft shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
- b) **Jurisdiction.** This SMA and any claim, action, suit, proceeding or dispute arising out of this SMA shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Michigan, without regard to the conflicts of laws provisions thereof. Venue and jurisdiction for any action, suit or proceeding arising out of this SMA shall vest exclusively in the federal or state courts of general jurisdiction located in Oakland County, Michigan. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHTS TO TRIAL BY JURY, FROM WHATEVER SOURCE ARISING, IN CONNECTION WITH ANY LITIGATION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
- c) **Interpretation.** The headings used in this SMA are for reference and convenience purposes only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof. All defined terms in this SMA shall be deemed to refer to the masculine, feminine, neuter, singular or plural, in each instance as the context or particular facts may require. Use of the terms “hereunder,” “herein,” “hereby” and similar terms refer to this SMA.
- d) **Waiver.** No waiver of any right or remedy on one occasion by either Party shall be deemed a waiver of such right or remedy on any other occasion.
- e) **Integration.** This SMA, including any and all exhibits and schedules referred to herein or therein set forth the entire agreement and understanding between the parties pertaining to the subject matter and merges all prior discussions between them on the same subject matter. Neither of the parties shall be bound by any conditions, definitions, warranties, understandings, or representations with respect to the subject matter other than as expressly provided in this SMA. This SMA may only be modified by a written document signed by duly authorized representatives of the parties. This SMA shall not be supplemented or modified by any course of performance, course of dealing or trade usage. Variance from or addition to the terms and conditions of this SMA in any purchase order or other written notification or documentation, from Customer or otherwise, will be of no effect unless expressly agreed to in writing by both parties. This SMA will prevail over any conflicting stipulations contained or referenced in any other document.
- f) **Binding Agreement and Assignment.** Neither Party may assign this SMA or the rights and obligations herein without the consent of the other Party. Notwithstanding the foregoing, i3-ImageSoft may assign this Agreement and the rights and obligations therein to any entity that purchase all or substantially all of its assets or stock or to any entity that succeeds to it in a consolidation, merger or other reorganization. The Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties to the Agreement and their respective successors and permitted assigns.

- g) Severability. In the event that any term or provision of this SMA is deemed by a court of competent jurisdiction to be overly broad in scope, duration or area of applicability, the court considering the same will have the power and is hereby authorized and directed to limit such scope, duration or area of applicability, or all of them, so that such term or provision is no longer overly broad and to enforce the same as so limited. Subject to the foregoing sentence, in the event any provision of this SMA is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will attach only to such provision and will not affect or render invalid or unenforceable any other provision of this SMA.
- h) Independent Contractor. The parties acknowledge that i3-ImageSoft is an independent contractor and that it will be responsible for its obligations as employer for those individuals providing the Maintenance and Support Services.
- i) Export Regulation. The Software, Upgrades and Enhancements are subject to export control laws applicable to i3-ImageSoft's and Customer's respective jurisdictions, including without limitation, the United States. Customer acknowledges that the Software, Upgrades and Enhancements are subject to all United States laws and regulations as shall from time to time govern the license and delivery of technology and products abroad by persons subject to the jurisdiction of the United States and which prohibit export or diversion of certain products and technology to certain countries or individuals, including the Export Administration Act of 1979, as amended and/or any successor legislation, and the Export Administration Regulations ("EAR") issued by the Department of Commerce, Bureau of Industry and Security. Customer further acknowledges that the release of the Software, Upgrades and Enhancements to foreign nationals in the United States is a "deemed export" as that term is defined in the EAR and that such release may be a violation of the EAR. Customer represents and warrants that Customer will comply in all respects with the export and re-export restrictions applicable to the Software and will otherwise comply with the EAR or other United States laws and regulations in effect from time to time. Furthermore, Customer represents and warrants that Customer will not export (directly or indirectly), re-export, divert or transfer any Software, or Documentation, materials, items, technology, or technical data related to the Software to any destination, company, or person restricted or prohibited by foregoing export laws and regulations. Customer undertakes, among other obligations, to determine any export licensing requirements, to obtain any export license or other official authorization, and to carry out any Customs or other governmental formalities for the export of the Software.
- j) *Government Restricted Rights*. The Software, Upgrades and Enhancements are deemed to be commercial computer software as defined in FAR 12.212 and subject to restricted rights as defined in FAR Section 52.227-19 "Commercial Computer Software-Restricted Rights" and DFARS 227.7202, "Rights in Commercial Computer Software or Commercial Computer Software Documentation", as applicable, and any successor regulations. Any use, modification, reproduction release, performance, display or disclosure of the Software, Upgrades and Enhancements by the U.S. Government shall be solely in accordance with the terms of this Agreement.

16. PRODUCT VENDOR PROVISIONS

This section contains terms and conditions that are specific to particular Product Vendors, where that vendor's products are supported under this SMA.

- a) Product Vendor: Hyland Software (OnBase Software) – Definition of "Software". With respect to the OnBase product of Hyland Software, Inc. "Software" shall mean: (1) the current released

version of the computer software licensed under the Hyland Software, Inc. EULA and, (2) at any time after i3-ImageSoft has delivered to Licensee a new version of such computer software as an Upgrade and Enhancement under this SMA, the released version of such computer software last released prior to the current released version; provided, that the Software will not include any prior released version of such computer software that has been superseded for more than two (2) years (as determined from the date that Hyland Software, Inc. first announced publicly, through its web site or otherwise, the general release of the next later version of such computer software) by any later released version of such computer software.

- b) Product Vendor: Hyland Software (OnBase Software) – System Administrator Requirement for Support. If the OnBase Software product is being supported under this SMA, then Customer is required to have an OnBase Certified System Administrator on staff to support the OnBase system within ninety (90) days of the start of production usage of the OnBase software. If the Customer does not have an OnBase Certified System Administrator on staff, then i3-ImageSoft may submit a Statement of Work (SOW) to provide this service remotely. The requirements for OnBase Certified System Administrator are defined by Hyland Software and can be found on the Web at <http://training.onbase.com>
- c) Product Vendor: Hyland Software (OnBase Software) – Start of OnBase Maintenance. If the OnBase Software product is being supported under this SMA and unless otherwise agreed to in writing, 1st year maintenance will begin ninety (90) days after the software is ordered from Hyland Software by i3-ImageSoft.

IN WITNESS WHEREOF, the parties have executed this System Maintenance Agreement by their duly authorized representatives:

Genesee County, Michigan
Customer

i3-ImageSoft, LLC
i3-ImageSoft

By: _____
Print Name: _____
Title: _____
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

Appendix A – Existing System Configuration to be Supported

Product Vendor / Component	Part # / Serial #	Qty	Notes / Limitations
Local Government Named User Client	GV-B-MU2-CTIPN1_SUBS	2	
Production Document Imaging (TWAIN)	TIIPW2	1	
Concurrent Client	CTIPC	5	
Local Government Document Composition	GV-B-MU2-ADIP1	1	
Named User Client	CTIPN	1	
Unity Forms	UFIPI1	1	
Agenda Management	AMIPW1	1	
Production Document Imaging (TWAIN)	TIIPW1	1	
Batch OCR	OCIPW1	1	
Production Document Imaging (TWAIN)	TIIPW2	10	
COLD/ERM	CLIPW1	1	
Unity Client Server	UNIP1	1	
Concurrent Client	CTIPC	10	
Concurrent Client	CTIPC	1	
Bar Code Recognition Server	BSIPW1	1	
EDM Services	DMIP1	1	
Enterprise Application Enabler	AEIP2	1	
Concurrent Client	CTIPC	10	
Configuration Migration Utility	CMIP1	1	
Distributed Disk Services	DSIP1	1	
Document Import Processor	DPIPW1	1	
Named User Client	CTIPN	100	
Named User Client	CTIPN	7	
Multi-User Server	OBIPW1	1	
Integration for Microsoft Outlook	OUTIP1	1	
Virtual Print Driver	PTIPC1	1	
Workflow Concurrent Client SL	WLIPC	5	
Workflow Concurrent Client SL	WLIPC	20	
Workflow Concurrent Client SL	WLIPC	10	
Workflow Concurrent Client SL	WLIPC	20	

Workflow Concurrent Client SL	WLIPC	20	
Web Server	WTIPW1	1	
Unity Integration Toolkit	UIPI1	1	
Named User Client	CTIPN	72	
StatusView	STIP1	1	
Workflow Concurrent Client SL	WLIPC	1	
Workflow Named User Client SL	WLIPN	15	
Workflow Named User Client SL	WLIPN	2	
Workflow Named User Client SL	WLIPN	3	
Local Government Production Document Imaging (TWAIN) - For second and beyond	GV-B-MU2-TIIPW2_SUBS	1	
Local Gov't Encrypted Alpha Key Words	GV-B-MU2-AKIP11_SUBS	1	
Local Government Named User Client PE	GV-B-MU2-CTIPNPE_SUBS	1	
Local Government Named User Client PE	GV-B-MU2-CTIPNPE_SUBS	1	
Local Government Production Document Imaging (TWAIN) - For second and beyond	GV-B-MU2-TIIPW2_SUBS	1	
Local Government Concurrent Client PE	GV-B-MU2-CTIPCPE_SUBS	1	
Local Government Production Document Imaging (TWAIN) - For second and beyond	GV-B-MU2-TIIPW2_SUBS	1	
Full-Page OCR	FPIPW1_SUBS	1	
Reporting Dashboards	RHIP11_SUBS	1	
Local Government Named User Client	GV-B-MU2-CTIPN1_SUBS	1	
Local Government Named User Client	GV-B-MU2-CTIPN1_SUBS	2	
Local Government Named User Client	GV-B-MU2-CTIPN1_SUBS	1	
ImageSoft iTiffRender Maintenance	IS-ITFREN-M-R	1	
ImageSoft iTimerManagerMaintenance	IS-ITIMER-M-R	1	

ImageSoft TrueSign (Integrated Electronic Signature) Maint.	IS-TSIGN-CAL2-M-R	88	
ImageSoft TrueSign CustomSignature Module Maintenance	IS-TSIGN-M-R	1	
TrueSign Public Envelope Add-on (up to 120 envelopes per year)	IS-TSIGN-PEADD1	1	
TrueSign Team User Add-on	IS-TSIGN-TUADD2	1	
ImageSoft TrueSign External (Upto 500 Envelopes/Yr)	IS-TSIGN-EXT1	500	
ImageSoft TrueSign PublicEnvelope Add-on (1,200 per year)	IS-TSIGN-PEADD3	1	
ImageSoft TrueSign PublicEnvelope Add-on (500 per year)	IS-TSIGN-PEADD2	1	

