

## INTELLINETICS™ SUPPORT AND MAINTENANCE AGREEMENT

This Support and Maintenance Agreement (“Agreement”) is entered into this 3rd day of September, 2014,(the “Effective Date”) by and between Intellinetics™, Inc., and Ohio Corporation with its principal offices located at 2190 Dividend Drive, Columbus, Ohio 43228 (hereinafter referred to as “Intellinetics”) and City of Gahanna a(n) Ohio, corporation with its principal office located at 200 South Hamilton Road, Gahanna, Ohio 43230, (hereinafter referred to as “Client”) (Intellinetics and Client each individually a “Party” and collectively, the “Parties”).

WHEREAS, the Client has determined that it desires to obtain from Intellinetics certain support services relating to an automated computer System; and

WHEREAS, Intellinetics is qualified to provide support services specified in this Agreement and, subject to the terms and conditions set forth in this Agreement, Intellinetics desires to provide such support services;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Client and Intellinetics hereby agree as follows:

1. **Definitions.** Capitalized terms used herein and in any exhibit hereto shall have the definitions set forth on Exhibit 1 attached hereto and incorporated herein by this reference, unless otherwise defined herein.
2. **Scope of Work.**
  - 2.1 **Basic Support.** Subject to the terms and conditions set forth in this Agreement, Intellinetics shall provide the following support for the Licensed Software (“Basic Support”).
    - (i) **Errors.** Intellinetics will correct any Error in the Licensed Software discovered by the Client during the term of this Agreement, provided: (a) the Client provides all information regarding such Error that may be requested by Intellinetics; (b) such Error is reproduced by the Client and; (c) the Client has provided Intellinetics with remote access to the System.
    - (ii) **Point Releases.** Intellinetics may provide Point Releases of the Licensed Software to Clients under this Agreement at no additional fee.
    - (iii) **Supported Licensed Software Versions.** Intellinetics will support the current and prior versions of the Licensed Software (ex: If current Version is 6.0; versions 5.x, and 6.x will be covered under Basic Support).
    - (iv) **Customer Support Center.** Intellinetics will provide toll-free telephone support for routine operational and technical assistance. All support calls are received at Intellinetics’ Corporate Offices at 1-(888)-828-2827 in Columbus, Ohio local number: (614) 921-8170. Support for Priority One Calls relating to Intellinetics licensed software application(s) during normal support hours of 8:00 a.m. to 5:00 p.m. Eastern Time, (5) business days per week (Monday, Tuesday, Wednesday, Thursday and Friday), (not including weekends and Intellinetics holidays). Intellinetics reserves the right to charge reasonable call-out fees for any call received other than during aforementioned normal support hours.
    - (v) **Account Manager.** Intellinetics will designate, in writing, an individual to act as the Account Manager for purposes of coordinating technical support as set forth herein.
  - 2.2 **Additional Support Options.** In addition to Basic Support, the Client may purchase additional support options and other services that may, from time to time, be offered by Intellinetics (each, an “Additional Support Option”). The terms and conditions for each Additional Support Option shall be set forth in a separate exhibit which, upon payment of the required annual fee for such Additional Support Option, shall automatically become part of this Agreement and shall be subject to the terms hereof. The Client may discontinue any Additional Support Option by providing Intellinetics at least sixty (60) days prior written notice identifying the Additional Support Option to be discontinued; such discontinuance shall not be effective until the next regularly scheduled Payment Date.
  - 2.3 **Enhancements.** From time to time, Client may request additional Licensed Software, services(s) and installation of same, under this Agreement. Such Enhancements may be provided, at Intellinetics’ option, on a fixed-quote basis with payment milestones or on a time and material basis at Intellinetics’ then current technical service rates plus all related travel, per diem and other expenses invoiced as incurred. The terms and conditions (statement of work, acceptance process, software licensing, fee schedule, etc.) for all System enhancements shall be set forth in an additional Exhibit which, after payment of all agreed upon fees, shall be incorporated into this Agreement and subject to the terms herein.
  - 2.4 **Out of Scope Services.** From time to time, Client may request Out of Scope Services under this Agreement. Intellinetics shall be under no obligation to perform same. If Intellinetics agrees to perform such services, they will be defined and incorporated into this Agreement using the same methodology as set forth in aforementioned section 2.3 “Enhancements.”

### 3. Term.

- 3.1 This agreement will be automatically renewed for successive one (1) year terms, unless it is terminated according to this Agreement's Termination Terms (Section 10).
- 3.2 The Terms for use of Intellinetics Licensed Software shall be as set forth in the appropriate Licensed Software Agreement.

### 4. Fees and Payment.

#### 4.1 Support.

- (i) Basic Support. The Client shall pay an annual support and maintenance fee for Basic Support for the Licensed Software. The amount and timing of such fee shall be set forth on Exhibit 2 attached hereto and incorporated herein by this reference. Such fee shall be paid in advance on or prior to the expiration of any Warranty Period applicable to Licensed Software and, thereafter, on each Annual Support and Maintenance Payment Date during the term of this Agreement.
- (ii) Additional Support Options. The Client shall pay an annual fee for requested Additional Support Options. The amount of such annual fee shall be set forth in the Exhibit defining such Additional Support Option and shall be paid on or prior to the commencement of any services relating to such Additional Support Option and, thereafter, on each Annual Support and Maintenance Payment Date during the term of this Agreement unless such Additional Support Option has been discontinued in accordance with Section 2.2 hereof (Additional Support Options).

#### 4.2 Annual Adjustments. The fees payable pursuant to Section 4.1 hereof (Annual Support and Maintenance Fees) may be increased annually by no more than five percent (5%) upon a minimum of thirty (30) days prior written notice to Client. Any such increase shall become effective on the next occurring Anniversary Date.

#### 4.3 Invoices. Invoices for the annual fees required pursuant to Section 4.1 hereof (Annual Support and Maintenance Fees) shall be payable on or prior to each Annual Support and Maintenance Payment Date during the term of this Agreement. All other invoices issued hereunder shall be payable within thirty (30) days of receipt unless otherwise specifically provided therein.

#### 4.4 Consequences of Late Payment. Failure to pay any amount owing hereunder when such amount is due shall constitute a material default under this Agreement and may result in the termination of this Agreement and all or part of the service provided under this Agreement. The Client shall reimburse Intellinetics for all collection fees, including reasonable attorneys' fees and reinstatement expenses, incurred by Intellinetics in connection with the collection of any amount owing hereunder. Intellinetics reserves the right to charge the Client a reasonable administrative fee, not to exceed ten percent (10%) of the then current annual support fee), to reinstate support services that lapsed due to nonpayment.

### 5. Client Responsibilities.

#### 5.1 Authorized Client Representative. The Client shall designate in writing a single individual to act as the Client's authorized representative for purposes of this Agreement (the "Client Representative"). Such individual: (i) must be authorized to act on the Client's behalf with respect to all matters relating to this Agreement; (ii) shall ensure the Client's compliance with its responsibilities under this Agreement; and (iii) shall coordinate appropriate schedules in connection with Intellinetics' services under this Agreement.

#### 5.2 Technical Service Requests. Client shall provide information to complete a Technical Service Request using the Intellinetics Client Portal for each request for technical services, whether under this Agreement or otherwise.

#### 5.3 Remote Access. The Client agrees to provide, at its cost, Intellinetics remote access to the System upon reasonable notice. Intellinetics shall use the authorized data connection solely to provide its required services hereunder under the supervision of Client. Further, Client will perform reasonably requested tests following such remote access to aid in issue resolution.

#### 5.4 Physical Access. Client shall: (i) provide Intellinetics with physical access to the System at any time during normal business hours upon reasonable notice; (ii) after normal business hours, ensure that Intellinetics can gain access to the appropriate physical location to address reported support issue(s) as required; and (iii) ensure appropriate Client staff are present until there is no longer a need for physical access.

#### 5.5 Error Reproduction. Upon detection of any Error in any of the Licensed Software, the Client shall provide Intellinetics a listing of output and any other data, including databases and back-up systems, that Intellinetics may reasonably request in order to reproduce operating conditions similar to those present when the Error occurred.

#### 5.6 Maintenance and Back-Ups. The Client is responsible for all System maintenance and back-up activities.

#### 5.7 Data Input. The Client shall update and maintain the input data as may be required by Intellinetics for operation of Licensed Software, and be responsible for the accuracy of all Client-provided data.

- 5.8 Third-Party Product Support. The Client is responsible for maintaining the licensing and support agreements of all Third Party products.
- 5.9 Operations Review. The Client shall meet with Intellinetics to discuss System operational, maintenance and enhancement matters as reasonably requested.
- 5.10 System Modifications. The Client shall ensure that, with respect to Licensed Software, such is installed only on the Authorized Server at Authorized Site. The Client shall: (i) ensure that each Authorized Site conforms in all respects to the manufacturer's Site Specifications; (ii) ensure that no changes or other alterations or modifications are made to the System Configuration without the express prior written consent of Intellinetics; provided, however, that this requirement is not intended to constitute in any manner Intellinetics' approval, certification, endorsement or warranty of the System Configuration.
6. Customer Support Center. Intellinetics will provide toll-free telephone support for routine operational and technical assistance. All support calls are received at Intellinetics' Corporate Offices at 1-(888)-828-2827 in Columbus, Ohio, local number (614) 921-8170 or via the Intellinetics assigned Client Portal. Normal support hours are 8:00 a.m. to 5:00 p.m. E.S.T. time, five (5) business days per week (Monday, Tuesday, Wednesday, Thursday and Friday), (not including weekends and Intellinetics holidays). Intellinetics reserves the right to charge reasonable call-out fees for any call received other than during Intellinetics normal support hours.
7. Exclusions.
- 7.1 Failure to Observe Obligations. Basic Support provided hereunder is expressly conditioned on the observance of the responsibilities of the Client set forth in Section 5 hereof (Client Responsibilities) and in the Software License Agreement. Any Additional Support Option provided hereunder is expressly conditioned on the observance of the responsibilities of the Client set forth in Section 5 hereof (Client Responsibilities), in the Software License Agreement and in the exhibit pertaining to such Additional Support Option.
- 7.2 Erroneous Reported Problems. If Intellinetics performs diagnosis of erroneously reported problems, the Client will be charged for such services at Intellinetics' then current technical service rates plus all related travel, per diem and other expenses invoiced as incurred.
- 7.3 Failure of Remote Access. If the Client fails to provide remote access to the System as required by Section 5.3 hereof (Remote Access), Intellinetics will, at the Client's request, provide on-site services to correct an Error to the extent otherwise required hereunder and will charge the Client for such services at Intellinetics' then current technical service rates plus all related travel, per diem and other expenses invoiced as incurred.
- 7.4 Unauthorized Modifications. Intellinetics is under no obligation to correct any Error in any of the Licensed Software if the Error is due to a modification or alteration to such same in violation of the terms of the Software License Agreement or relates to any portion of such that has been affected by software not developed and installed by Intellinetics. Intellinetics is under no obligation to correct any problems caused by any modification or alteration to any component of the System or to the System Configuration in violation of the terms of this Agreement or caused by software or hardware not developed and installed by Intellinetics. If requested by the Client, Intellinetics will provide technical support services to resolve such problems pursuant to Section 2.4 hereof (Out of Scope Services) and will charge the Client for such services at Intellinetics' then current technical service rates plus all related travel, per diem and other expenses invoiced as incurred.
- 7.5 Unauthorized Use. Intellinetics is under no obligation to correct any Error in any of the Licensed Software or any problems with any other component of the System if such Error or other problem is caused by accident, neglect, misuse or abuse on the part of any party other than Intellinetics. If requested by the Client, Intellinetics will provide technical support services to resolve such problems and will charge the Client for such services at Intellinetics' then current technical service rates plus all related travel, per diem and other expenses invoiced as incurred.
- 7.6 Third-Party Products. Intellinetics shall have no responsibility for correcting or resolving any errors, defects or failures in any Third-Party Products. Intellinetics' only obligation with respect to such Third-Party Products is to assist with the coordination of support services with the appropriate third-party vendor to the extent such support services are available to the Client.
- 7.7 Third-Party Product Compatibility. Intellinetics shall have no responsibility for any Third-Party Product provided and installed on or integrated into the System by any other party without Intellinetics' prior written authorization, including but not limited to responsibility for the installation and integration of any such Third-Party Products, the condition, operation and performance of any such Third-Party Products, the compatibility of any such Third-Party Products with the Licensed Software, and any impact any such Third-Party Products have on the overall operation or performance of any of the Licensed Software or any other component of the System. If requested by the Client, Intellinetics will provide technical support services pursuant to Section 2.4 hereof [Out of Scope Services] to resolve any operation or performance problems relating to any of the Licensed Software or any other component of the System caused by any such Third-Party Products or to assist with the integration of any such Third-Party Products with or into any of the Licensed Software or any

- other component of the System. Intellinetics will charge the Client for any such services at Intellinetics' then current technical service rates plus all related travel, per diem and other expenses invoiced as incurred.
- 7.8 **General Disclaimer.** EXCEPT AS MAY BE EXPRESSLY SET FORTH HEREIN, INTELLINETICS DISCLAIMS ALL WARRANTIES WITH RESPECT TO ANY OF THE LICENSED SOFTWARE OR ANY OTHER COMPONENT OF THE SYSTEM, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF SUITABILITY, MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, NON-INFRINGEMENT AND/OR FITNESS FOR A PARTICULAR PURPOSE.
- 8 **Protection of Confidential and Proprietary Information.** Its Definition and treatment are set forth in the appropriate section of the Intellinetics / Client Software License Agreement dated, August 27, 2010 which section is incorporated herein by this reference. NOTE: This Section presupposes an existing executed License Agreement between the parties.
- 8.1 Intellinetics Confidential Information constitutes a valuable business asset of Intellinetics, the unauthorized use or disclosure of which may irreparably damage Intellinetics. In the event of the Client's breach or threatened breach of any of the provisions in this Section, Intellinetics shall be entitled to an injunction obtained from any court having appropriate jurisdiction restraining the Client from any unauthorized use or disclosure of any Intellinetics Confidential Information.
- 8.2 Notwithstanding this Section, neither Client Confidential Information nor Intellinetics Confidential Information shall include information which the recipient can demonstrate by competent written proof (i) is now, or hereafter becomes, through no act or failure to act on the part of the recipient, generally known or available or otherwise part of the public domain; (ii) is rightfully known by the recipient without restriction on use prior to its first receipt of such information from the disclosing party as evidenced by its records; (iii) is hereafter furnished to the recipient by a third party authorized to furnish the information to the recipient, as a matter of right and without restriction on disclosure; or (iv) is the subject of a written permission by the disclosing party to disclose.
- 8.3 Notwithstanding Section 8.1 or Section 8.2 hereof, or any other provision hereof, disclosure of Client Confidential Information or Intellinetics Confidential Information shall not be precluded if:
- 8.3.1 such disclosure is in response to a valid order of a court or other governmental body of the United States or any political subdivision thereof; provided, however, that the recipient of such confidential information shall first have given notice to the other party and shall have made a reasonable effort to obtain a protective order requiring that the information to be disclosed be used only for the purposes for which the order was issued;
- 8.3.2 such disclosure is necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary; or
- 8.3.3 the recipient of such confidential information received the prior written consent to such disclosure from the disclosing party, but only to the extent permitted in such consent.
- 8.3.4 The obligations hereunder with respect to each item of Client Confidential Information and Intellinetics Confidential Information shall survive the termination of this Agreement.
- 9 **Limitation of Liability.** Intellinetics' liability to the Client for any claim, whether in tort, contract or otherwise, shall be limited, in the aggregate, to the prorated annual maintenance fees paid hereunder, for the six months period prior to the cause of action or \$10,000.00 WHICH EVER IS THE LESSER. IN NO EVENT SHALL INTELLINETICS BE LIABLE TO ANY PARTY FOR LOSS OR DAMAGES DUE TO ERRORS IN ANY OF THE LICENSED SOFTWARE, OPERATOR ERROR, OR DATA CORRUPTION OR INACCURACIES. INTELLINETICS SHALL NOT BE LIABLE FOR LOSS OF DATA DUE TO IMPROPER OR INEFFECTIVE BACK UP AS SUCH ARE THE RESPONSIBILITY OF THE CLIENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY DAMAGES RESULTING FROM LOSS OF PROFIT OR BUSINESS, OR FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN AN ACTION OF CONTRACT, TORT OR OTHER LEGAL THEORY AND REGARDLESS OF WHETHER SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE LAWS IN SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND THE ABOVE LIMITATION OR EXCLUSION SHALL BE CONSTRUED SO AS TO GIVE IT THE MAXIMUM PRACTICAL EFFECT WITHOUT VIOLATING SUCH LAWS.
- Limitation of Action. Except for actions for non-payment or breach of either party's intellectual rights, no action (regardless of form) arising out of this Agreement may be commenced by either Party more than two (2) years after the cause of action has accrued.

## 10. Termination

- 10.1 In the event that the license relating to any of the Licensed Software is terminated or becomes unenforceable for any reason, Intellinetics' obligation to provide any support hereunder for such shall immediately and automatically terminate.
- 10.2 Termination for Payment Defaults. In the event that the Client fails to pay when due all or any portion of the fees required under Section 4.1 hereof [Annual Support Fees], Intellinetics may immediately, and without further notice to the Client, terminate this Agreement or suspend all or any portion of the services hereunder for all or any portion of the Licensed Software until the Client's account is brought current.
- 10.3 Termination for Other Defaults. In the event that either party hereto materially defaults in the performance of any of its obligations hereunder (other than payment defaults covered under Section 4 hereof), the other party may, at its option, terminate this Agreement, by providing the defaulting party thirty (30) days' prior written notice of termination delivered in accordance with Section 22 hereof [Notices], which notice shall identify and describe with specificity the basis for such termination. If, prior to the expiration of such notice period, the defaulting party cures such default to the satisfaction of the non-defaulting party (as evidenced by written notice delivered by the non-defaulting party in accordance with Section 22 hereof), termination shall not take place.
- 10.4 Termination Without Cause. Either party hereto may terminate this Agreement without cause by providing the other party at least ninety (90) days' prior written notice of termination delivered in accordance with Section 22 hereof [Notices]. The effective date for any termination pursuant to this Section 10.4 shall be the next occurring Payment Date.
- 10.5 Consequences of Termination. Upon termination of this Agreement for whatever reason, (a) Intellinetics shall be under no further obligation to provide support or any other services hereunder; (b) Intellinetics shall return to the Client all Client Confidential Information in Intellinetics' possession and shall certify in a written document signed by an officer of Intellinetics that all such information has been returned; (c) the Client shall return to Intellinetics all Intellinetics Confidential Information in the Client's possession (including, without limitation, all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment or other documents or property relating to such Intellinetics Confidential Information and all copies of any of the foregoing (in whatever medium recorded) but not including any such information licensed to the Client under the Software License Agreement) and shall certify in a written document signed by the Client Representative identified in Section 5.1 hereof [Authorized Client Representative] that all such information has been returned. All provisions of this Agreement that by their nature would reasonably be expected to continue after the termination of this Agreement shall survive the termination of this Agreement.
- 11 Independent Contractor Status. The Client and Intellinetics are independent contractors under this Agreement, and nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.
- 12 Assignment. Neither party hereto may assign its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that Intellinetics may assign this Agreement to its successor in connection with a sale of its business without obtaining consent of any party. Subject to the foregoing, each and every covenant, term, provision and agreement contained in this Agreement shall be binding upon and inure to the benefit of the parties' permitted successors, executors, representatives, administrators and assigns.
- 13 No Third Party Beneficiaries. This Agreement is entered into for the sole benefit of the Client and Intellinetics and, where permitted above, their permitted successors, executors, representatives, administrators and assigns. Nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.
- 14 Governing Law. All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Agreement shall in all respects be governed by and determined in accordance with the laws of the State of Ohio without giving effect to the choice of law principles thereof.
- 15 Venue. All legal proceedings brought in connection with this Agreement may only be brought in a state or federal court located in the State of Ohio. Each party hereby agrees to submit to the personal jurisdiction of those courts

for any lawsuits filed there against such party arising under or in connection with this Agreement.

- 16 Advice of Counsel. Each party hereto has been afforded the opportunity to consult with counsel of its choice before entering into this Agreement. Any ambiguity that is contained in this document shall not be construed against either party.
- 17 Amendment. No amendment or other modification of this Agreement shall be valid unless pursuant to a written instrument referencing this Agreement signed by duly authorized representatives of each of the parties hereto.
- 18 Waiver. In order to be effective, any waiver of any right, benefit or power hereunder must be in writing and signed by an authorized representative of the party against whom enforcement of such waiver would be sought, it being intended that the conduct or failure to act of either party shall imply no waiver. Neither party shall by mere lapse of time without giving notice or taking other action hereunder be deemed to have waived any breach by the other party of any of the provisions of this Agreement. No waiver of any right, benefit or power hereunder on a specific occasion shall be applicable to any facts or circumstances other than the facts and circumstances specifically addressed by such waiver or to any future events, even if such future events involve facts and circumstances substantially similar to those specifically addressed by such waiver. No waiver of any right, benefit or power hereunder shall constitute, or be deemed to constitute, a waiver of any other right, benefit or power hereunder. Unless otherwise specifically set forth herein, neither party shall be required to give notice to the other party, or to any other third party, to enforce strict adherence to all terms of this Agreement.
- 19 Force Majeure. Neither party will be liable for any failure or delay in the performance of its obligations under this Agreement (and the failure or delay will not be deemed a default of this Agreement or grounds for termination) if both of the following conditions are satisfied: (1) the failure or delay could not have been prevented by reasonable precautions, and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and (2) the failure or delay is caused, directly or indirectly, by reason of fire or other casualty or accident; strikes or labor disputes; inability to procure raw materials, equipment, power or supplies; war, terrorism or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of any governmental agency or intergovernmental body other than a party hereto; or any other act or condition beyond the reasonable control of the non-performing party. Upon the occurrence of an event which satisfies both of the above conditions (a "Force Majeure Event"), the non-performing party will be excused from any further performance of those obligations under this Agreement affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. Upon the occurrence of a Force Majeure Event, the non-performing party will immediately notify the other party by telephone (to be confirmed by written notice within two (2) business days of the failure or delay) of the occurrence of a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- 20 Severability. If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.
- 21 Entire Agreement. This Agreement sets forth the final, complete and exclusive agreement and understanding between Intellinetics and the Client relating to the subject matter hereof and supersedes all quotes, proposals understandings, representations, conditions, warranties, covenants, and all other communications between the parties (oral or written) relating to the subject matter hereof. Intellinetics shall not be bound by any terms or conditions contained in any purchase order or other form provided by the Client in connection with this Agreement and any such terms and conditions shall have no force or effect. No affirmation, representation or warranty relating to the subject matter hereof by any employee, agent or other representative of Intellinetics shall bind Intellinetics or be enforceable by the Client unless specifically set forth in this Agreement.
- 22 Notices. All notices, requests, demands, or other communications required or permitted to be given hereunder shall be in writing addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and other communications regarding default or termination of this Agreement shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address

set forth below by delivering notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective.

If to Intellinetics:  
Intellinetics™, Inc.  
2190 Dividend Dr.  
Columbus, Ohio 43228  
Attention: Contracts Administrator  
Phone: 614-921-8170; Fax: 614-850-2789

If to City of Gahanna, OH:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 23 Construction. The paragraph and section headings used in this Agreement or in any exhibit hereto are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein.
- 24 Counterparts. This Agreement may be signed in two or more counterparts, each of which shall constitute an original, and both of which shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have hereunto set their hands as set forth below.

Intellinetics, Inc.

City of Gahanna, OH:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

Exhibit 1  
To  
Intellinetics Support and Maintenance Agreement  
Definitions

This Exhibit is attached to, incorporated into, and forms a part of the Intellinetics Support and Maintenance Agreement between Intellinetics and the Client (herein referred to as the "Agreement"), dated 3rd day of September, 2014. In the event of conflict between the terms and conditions set forth herein and those set forth in the Agreement, the terms and conditions set forth in this Exhibit shall prevail.

1. "Authorized Server and Site" shall mean, with respect to Licensed Software, the server and server's location where Licensed Software described in Exhibit 2 shall be located at Client's premises.
2. "Licensed Software" shall mean all Intellinetics Licensed Software set forth in Exhibit 2 of Agreement. Further, it shall include all Maintenance Modifications, Derivative Works and all related Documentation.
3. "Derivative Works" shall mean, with respect to any Licensed Software, any translation, abridgement, revision, modification, or other form in which such Licensed Software may be recast, transformed, modified, adapted or approved after the Effective Date.
4. "Documentation" shall mean, with respect to any Licensed Software, those printed instructions, manuals, and diagrams in all forms pertaining to and furnished with such Licensed Software.
5. "Enhancement" shall mean, with respect to any Licensed Software, a computer program modification or addition, other than a Maintenance Modification, that alters the functionality of, or adds new functions to, such Licensed Software and is integrated with such Licensed Software after the Effective Date, or is related to a given Licensed Software but offered separately by Intellinetics after the Effective Date.
6. "Error" shall mean, with respect to any Licensed Software a defect in the Source Code that prevents such from functioning in substantial conformity with the published documentation pertaining thereto.
7. "Maintenance Modification" shall mean, with respect to Licensed Software, a computer software change integrated with such Licensed Software during the term of the Agreement to correct any Errors therein, but that does not alter the functionality of such Licensed Software or add new functions thereto.
8. "Software License Agreement" shall mean any license agreement between Intellinetics and Client pursuant to which Intellinetics has granted a limited license to use the Licensed Software in accordance with the terms and conditions thereof, as the same may be amended or otherwise modified from time to time.
9. "System" shall mean the Client's computer automated system consisting of Licensed Software combined with any of the Authorized Servers, operating systems installed on each of the Authorized Servers, any database or other third party software products installed on any of the Authorized Servers, any PC or other workstation equipment having access to any of the Licensed Software, any Communications Interfaces installed on any Authorized Servers, any network communications equipment and any other third party software, wiring, cabling and connections and other hardware relating to any such Authorized Servers, workstation or network communications equipment located at any of the Authorized Sites.
10. "System Configuration" shall mean the configuration for the System other than the Licensed Software existing as of the Effective Date together with any modifications or alterations thereto permitted hereunder, including without limitation the configuration of the Authorized Servers, any operating system installed on any of the Authorized Servers, any database or other third party software products installed on any of the Authorized Servers, any PC or other workstation equipment having access to Licensed Software any network communications equipment and any other third party software, wiring, cabling and connections and other hardware relating to any such Authorized Server, workstation or network communications equipment located at any of the Authorized Sites.
11. "Warranty Period" shall mean, with respect to any Licensed Software, the warranty period for such Licensed Software or Services set forth on corresponding Exhibit attached to Agreement and incorporated therein by reference.

Exhibit 1

Authorized Signatures:

Intellinetics, Inc.

City of Gahanna, OH

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Exhibit 2  
To  
Intellinetics Support and Maintenance Agreement  
Licensed Software

This Exhibit 2 is attached to, incorporated into and forms part of the Intellinetics Support and Maintenance Agreement between the Client and Intellinetics (herein referred to as the "Agreement"), dated 3rd day of September 2014. In the event of conflict between the terms and conditions set forth herein and those set forth in the Agreement, the terms and conditions set forth in this Exhibit shall prevail.

Intellinetics will provide the Basic Support described in Section 4.1 Basic Support of the Agreement for the Licensed Software identified in the table below. The annual support and maintenance fee for such support for Licensed Software are listed in following table. Fees for such support will commence upon order/purchase of licensed software (independent of payment, installation, or any other milestone) as set forth in the table below.

An "Annual Support and Maintenance Payment Date" shall be established via proration to establish a specific Client payment date for all purchased Licensed Software for Client's efficient and cost effective account administration.

Licensed Software Description	Make, Model & Serial Number of Authorized Server	Address and Room Number of Authorized Server (Authorized Site)	Maintenance Period	Annual Fee
Intellivue Platform Five (5) Concurrent User Licenses, Up to five (3) Scan Station Modules	TBD	TBD	Sept. 15 <sup>th</sup> , 2014 through September 14 <sup>th</sup> , 2015	<b>\$3,597.00</b>
			<b>TOTAL</b>	<b>\$3,597.00</b>

Authorized Signatures:

Intellinetics, Inc.

City of Gahanna, OH

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date