INTELLINETICS™ SOFTWARE LICENSE AGREEMENT

This Agreement is made and entered into as of the 3rd day of September, 2014 (the "Effective Date"), by and between Intellinetics™, Inc. an Ohio corporation with its principal offices located at 2190 Dividend Drive, Columbus, OH 43228, (hereinafter referred to as "LICENSOR") and City of Gahanna, OH with its principal offices located at 200 South Hamilton Road, Gahanna, Ohio 43230, (hereinafter referred to as "LICENSEE."), (LICENSOR and LICESEE each individually a "Party" and collectively, the "Parties").

Recitals

WHEREAS, LICENSOR has developed certain Licensed Software that will be installed on LICENSEE'S automated computer system and LICENSEE desires to obtain a license and right to use such Licensed Software in accordance with the terms and conditions, set forth below; and

WHEREAS, LICENSOR has the right to sublicense certain licensed software owned by third parties that has been incorporated into System and LICENSEE desires to obtain a sublicense and right to use such third party licensed software in accordance with the terms and conditions, set forth below;

THEREFORE, in consideration of the mutual covenants contained in this Agreement, LICENSEE and LICENSOR hereby agree as follows:

Agreement

1. **Definitions.** As used herein, the terms listed below shall have the following meanings:

    1.1 **"Authorized Server and Site"** shall mean, with respect to any Licensed Software, the server and site identified on Exhibit 1 attached hereto and incorporated herein by this reference.

    1.2 **"Derivative Works"** shall mean, with respect to Licensed Software, any translation, abridgement, revision, modification, or other form in which such Licensed Software may be recast, transformed, modified, adapted or approved after acceptance of Licensed Application.

    1.3 **"Documentation"** shall mean any written, electronic, or recorded work that describes the use, functions, features, or purpose of the System, or any component or subsystem thereof, and that is published or provided to the LICENSEE by LICENSOR, LICENSOR'S alliance partners or the original manufacturers of third party products provided to the LICENSEE by LICENSOR, related to or for use with the System.

    1.4 **"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 acceptance of such Licensed Software which is usually designated as a new version of the Licensed Software.

    1.5 **"Error"** shall mean, with respect to any Licensed Software, a defect in the Source Code that prevents Licensed Software from functioning in substantial conformity with the Specifications for same.

    1.6 **"Licensed Software"** shall mean the Licensed Software set forth set forth in Exhibit 1, owned by LICENSOR or 3rd party vendors and furnished to LICENSEE in conformity with corresponding Specifications, to include all: Derivative Works, Maintenance Modifications and associated Documentation. Licensed Applications shall consist of Object Code only and shall not include any prospective Enhancements thereto.

    1.7 **"Maintenance Modifications"** shall mean, with respect to any Licensed Software, a computer software change to correct an Error in, and integrated into, such Licensed Software, but that does not alter the functionality of such Licensed Software and is provided to the LICENSEE by LICENSOR after acceptance of the Licensed Application.

    1.8 **"Object Code"** shall mean computer programs assembled or compiled in magnetic or electronic binary form on software media, which are readable and usable by machines, but not generally readable by humans without reverse-assembly, reverse-compiling, or reverse-engineering.

    1.9 **Point Release and Version Number.** Point Release shall mean an improvement in the Licensed Software that does not significantly change its functions; Version Number shall mean a new Licensed Software release.

    1.10 **"System"** shall mean the LICENSEE'S computer automated system consisting of the Licensed Software combined with any of the Authorized Servers, the 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 of the 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.

1.11"Version Number" shall mean a new Product release as indicated by a new whole number designation (i.e., 1.0 or 3.0).

2. Licenses and Conditions.

2.1 Grant of Licenses. Subject to the terms and conditions set forth herein, LICENSOR hereby grants to LICENSEE, a perpetual, irrevocable, nonexclusive, nontransferable license to use Licensed Software referenced in Exhibit 1, in machine-readable form to: (i) conduct internal training and testing; (ii) perform disaster recovery, backup, archive and restoration testing, and implementation; (iii) make one (1) archival copy, provided that such copy include all associated copyright and other proprietary notices; and, make one (1) copy of associated training and/or user manuals for internal use only provided the associated copyright, logo and proprietary notices are retained,

2.2 Conditions to Grant of Licenses. No grant of any license or right with respect to any Licensed Software shall be effective, and LICENSEE shall have no license or right to use such Licensed Software until the fees are paid in full in accordance with the payment terms and this Software License is executed.

2.3 Restrictions on Use. LICENSEE agrees with respect to Licensed Software: (i) to use same solely for LICENSEE'S own use; (ii) shall not allow use of same by any parent, subsidiaries, affiliated entities, or other third parties, or allow same to be used on other than on the Authorized Server at the Authorized Site; (iii) that, except as otherwise specifically set forth above, shall have no right to copy any Licensed Software and all copies of same (whether or not such copy is permitted) shall be the exclusive property of LICENSOR: (iv) shall not distribute or allow distribution of any Licensed Application or any Sublicensed Application or any Documentation or other materials relating thereto without LICENSOR's prior written consent; (v) the licenses and rights to use same are limited to a license and right to use only the Object Code relating thereto; (vi) shall not, and shall not permit any other party to, make any alteration, modification or enhancement of same unless, and only to the extent, specifically authorized by LICENSOR; and, shall not permit any other party to, disassemble, de-compile or reverse-engineer any Licensed Software.

3. Ownership.
Except for the rights expressly granted thereof, LICENSOR shall at all times retain all right, title and interest in Licensed Software and all copies thereof (whether or not permitted), including all Derivative Works, Maintenance Modifications, Enhancements and Documentation with respect thereto (whether or not developed by LICENSOR). By this Agreement, the LICENSEE hereby assigns to LICENSOR any and all rights it may have or later acquire to any and all previously defined Derivative Works.

4. Term.
This Agreement shall take effect on the Effective Date after (I) it has been fully executed by duly authorized representatives of both parties, and (ii) LICENSOR'S receipt of notification from the LICENSEE that any certification or approval of this Agreement required by statute, ordinance, or established policy of the LICENSEE has been obtained.

5. Limitation of Warranties, Liability, Indemnification and Support.

5.1 Limited Warranty. LICENSOR, with respect to Licensed Software: (I) warrants for a period of thirty (30) days from the date of receipt, for the LICENCEE'S benefit alone, that the LICENSOR'S developed Licensed Software will perform substantially as described in the documentation accompanying the Licensed Software providing, however, LICENSEE must notify LICENSOR in writing of any warranty claim no later than thirty (30) days after the end of the warranty period; (ii) that it is the owner or licensee of the Licensed Software and that it has the right to enter into this Agreement pursuant to the terms set forth herein; (iii) that the foregoing warranty shall apply only to the most current version of the Licensed Software issued by Licensor from time to time and assumes no responsibility for the use of superseded, outdated or uncorrected versions of the Licensed Software; (iv) will, during the warranty period, attempt to correct or cure any reproducible nonconformity or defect which is discovered and timely reported; (vi) that if a nonconformity or defect is not corrected after forty-five (45) days, Licensee's exclusive remedy shall be the refund of the amount paid as license fee for the Licensed Software; (vii) shall not be obligated to correct, cure, or otherwise remedy any nonconformity or defect in the Licensed Software if Licensee has made any changes whatsoever to the Licensed Software, if the Licensed Software have been misused or damaged by Licensee in any respect, if Licensee did not provide timely notice of the existence and nature of such nonconformity or defect or if Licensee has not ensured a proper environment and proper utilities for the computer system on which the Licensed Software is to operate, including an uninterrupted power supply; (viii) THAT EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEEEMENT THIS WARRANTY LICENSOR DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIEW, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED SOFTWARE, INCLUDING THEIR CONDITION, THEIR CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, AND THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING BUT NOT LIMITED TO ANY STATEMENT REGARDING CAPACITY, SUTABILITY FOR USE OR PERFORMANCE OF THE LICENSED PROGRAMS, WHETHER MADE BY LICENSOR OR OTHERWISE, WHICH

IS NOT CONTAINED IN THIS AGREEMENT SHALL BE DEEMED TO BE A WARRANTY BY, OR GIVE RISE TO ANY LIABILITY OF, LICENSOR WHATSOEVER.

    5.2 Limitation of Liability. NEITHER LICENSOR NOR ANY PERSON OR ENTITY ASSOCIATED WITH LICENSOR SHALL BE LIABLE TO ANY PARTY FOR ANY DIRECT, SPECIAL, INCIDENTAL OR CONSEQUEN - TIAL DAMAGES FOR BREACH OR FAILURE TO PERFORM UNDER THIS AGREEMENT, EVEN IF LICENSOR HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED BENEFITS OR PROFITS OR INTERRUPTION OF BUSINESS RESULTING FROM THE OPERATION OR FAILURE TO OPERATE OF THE PRODUCT. THIS CLAUSE SHALL SURVIVE THE FAILURE OF ANY EXCLUSIVE REMEDY FOR BREACH OF WARRANTY OR ANY OTHER PROVISION OF THIS AGREEMENT.

    5.3 Indemnification. LICENSOR'S cumulative liability to LICENSEE for all claims relating to the Licensed Software and this Agreement, including any cause of action in contract, tort, strict liability or infringement, shall not exceed the total amount of all license fees paid to LICENSOR during the six (6) month period immediately preceding the occurrence or act or omission giving rise to the claim or Five Thousand Dollars ($5,000.00) whichever is lesser. Licensor shall have no liability for loss of data or documentation, it being understood that Licensee is responsible for backup responsibilities

    5.4 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.

    5.4 Extended Maintenance and Support. This Agreement covers only the specific version of the Licensed Software that is provided to Licensee at the time of the original order. During the warranty period, Licensee shall be eligible to receive point releases of the Licensed Software which are introduced by Licensor during that period, and such will be considered fully licensed versions, replacing the originally Licensed Software. After the warranty period, Licensee has the option of purchasing extended Maintenance and Support. While such is in effect, Licensee shall receive Upgrades and these will be considered fully licensed versions of the Licensed Software, replacing the originally Licensed Software.

6.   Confidential Information.

    6.1. Confidential Information. Each Party understands and acknowledges that this Agreement will apply to all Discloser's Confidential Information and shall mean any information that has been identified as confidential or proprietary or reasonably appears to be proprietary or confidential in nature because legends or other markings, the circumstances of disclosure, or the nature and context of the information itself.   Discloser's Confidential Information shall include, but not be limited to: (i) any and all information concerning Discloser's current, future or proposed products, including, but not limited to, unpublished computer code (both source code and object code), drawings, specifications, notebook entries, technical notes and graphs, computer printouts, technical memoranda and correspondence, product development agreements and related agreements; (ii) information and materials relating to Discloser's associates, purchasing, accounting , sales and marketing, including, but not limited to, marketing and sales plans, sales data, unpublished promotional material, cost and pricing information and customer lists; (iii) Confidential Information may be disclosed in writing or other tangible form (including on magnetic media) or by electronic, oral, visual or other means and may include Confidential Information of the disclosing party, an Affiliate of the disclosing party or a third party, and (iv) each Party understands and agrees that Confidential Information constitutes a valuable business asset of the other Party, the unauthorized use or disclosure of which may cause irreparable damage therefore, the event of a Party's breach or threatened breach of any of the provisions in this Agreement, the non-disclosing Party shall be entitled to an injunction obtained from any court having appropriate jurisdiction restraining the disclosing Party from any unauthorized use or disclosure of any Confidential Information.

    6.2. NON-DISCLOSURE: Each party agrees that for a period of five (5) years from the date of disclosure it will treat Discloser's Confidential Information as confidential, with the same degree of care and safeguards that it takes with its own Confidential Information, but in no event less than a reasonable degree of care. Recipient agrees that, without Discloser's prior written consent, Recipient will not: (i) disclose Discloser's trade secrets to any third party; (ii) make or permit to be made unauthorized copies, or other reproduction of Discloser's Confidential Information; (iii) make any commercial use of the Confidential Information, and (iv) Recipient will not disclose Discloser's Confidential Information to Recipient's Affiliates', employees, directors, officers, attorneys, accountants, financial advisors, agents and consultants (collectively, "Representatives"),   unless they have a bona fide need to know to carry out the Business Purpose and are subject to an obligation of confidentiality no less stringent than set forth in this Agreement. Each party will remain liable for any breach of this Agreement by its Affiliates or Representatives.

    6.2. Exclusions. Notwithstanding Section 6.2 hereof, Neither Party's Confidential Information shall include information which the disclosing Party can demonstrate by competent written proof; (i) is now, or hereafter becomes, through no act or failure to act on the part of the non-disclosing Party, generally known or available or otherwise part of the public domain; (ii) is rightfully known by the disclosing Party without restriction on use prior to its first receipt of such information from the non-disclosing Party as evidenced by its records; (iii) is hereafter furnished to the disclosing

Party by a third party authorized to furnish the information to the disclosing Party, as a matter of right and without restriction on disclosure; or (iv) is the subject of a written permission from the non-disclosing to disclose.

6.3. Exceptions. Notwithstanding Section 6.2 hereof, disclosure of Confidential Information shall not be precluded if: (i) 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 disclosing Party shall first have given notice to the non disclosing 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; (ii) such disclosure is necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary for such purpose, and the disclosing Party received the prior written consent to such disclosure from non-disclosing Party, but only to the extent permitted in such consent.

6.4. Survival. Unless mutually agreed otherwise in writing, the obligations hereunder with respect to Confidential Information shall survive the termination or expiration of this agreement.

7. Miscellaneous.

7.1 Relationship. The relationship created hereby is that of LICENSOR and LICENSEE. 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.

7.2 No Rights in Third Parties. This Agreement is entered into for the sole benefit of the LICENSOR and the LICENSEE 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.

7.3 Entire Agreement. This Agreement sets forth the final, complete and exclusive agreement and understanding between LICENSOR and the LICENSEE 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. LICENSOR shall not be bound by any terms or conditions contained in any purchase order or other form provided by the LICENSEE in connection with this Agreement and any such terms and conditions shall have force or effect. No affirmation, representation or warranty relating to the subject matter hereof by any employee, agent or other representative of LICENSOR shall bind LICENSOR or be enforceable by the LICENSEE unless specifically set forth in this Agreement.

7.4 Amendments. 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.

7.5 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 LICENSOR 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. Any assignment attempted in contravention of this section will be void.

7.6 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.

7.7 Venue. All legal proceedings brought in connection with this Agreement may only be brought in a state or federal court located in the City of Columbus in 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.

7.8 Waiver. In order to be effective, any waiver of any right, benefit or power hereunder must be in writing and must be 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.

7.9 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.

7.10 Survival of Provisions. All provisions of this Agreement that by their nature would reasonably be expected to continue after the termination of this Agreement, including but not limited to Section 6.2, will survive the termination of this Agreement.

7.11 Notices. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be 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.

To : Intellinetics™, Inc.   **To: City of Gahanna, OH**
  Attn: Contract Administrator   Attn: _____
  2190 Dividend Dr.   _____
  Columbus, Ohio 43228   _____
  Tel:614-921-8170; Fax 850-2789   Tel: _____ Fax _____

7.12 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.

7.13 Counterparts. This Agreement may be signed in two or more counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document.

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

City of Gahanna   **Intellinetics™, Inc.**

_____   _____
Signature   Matthew L. Chretien, President

_____
Print Name & Title

_____   _____
Date   Date

Exhibit 1
To
Intellinetics Software License Agreement

Licensed Applications, Authorized Environments

This Exhibit is attached to, incorporated into and forms part of the LICENSOR Software License Agreement between the LICENSEE and LICENSOR (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 the Agreement shall prevail.

Licensed Applications

The following software applications constitute Licensed Applications under the Agreement. The server and site locations corresponding to each Licensed Application shall constitute the Authorized Server and Authorized Site with respect to such Licensed Application for purposes of the Agreement.

Name of Application and Number of Users	Make, Model & Serial Number of Authorized Server	Address and Room Number of Authorized Server (Authorized Site)
Intellivue Platform for Five (5) Concurrent User Licenses and Five (3) Scan Station Licenses.	TBD	TBD

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City of Gahanna, OH   **Intellinetics™, Inc.**

_____   _____
Signature   Matthew L. Chretien, President

_____
Print Name & Title

_____   _____
Date   Date