

**AGREEMENT FOR SERVICES FROM THE
GEAUGA COUNTY AUTOMATIC DATA
PROCESSING BOARD**

THIS AGREEMENT (“Agreement”), is entered into between the (i) Geauga County Automatic Data Processing Board (“ADP”), by and through its Administrator, the Geauga County Auditor, whose address is 231 Main Street, Courthouse Annex, Chardon, Geauga County, Ohio 44024; and (ii) _____ in (“Client”), whose address is _____ in Geauga County, Ohio, in accordance with the following terms and provisions to which the above-named Parties mutually agree. ADP and Client may be individually referred to as a “Party,” and together referred to as the “Parties.”

WHEREAS, Ohio Revised Code Section 307.847 empowers ADP, with approval of the board of county commissioners, to contract with the legislative authority of a municipal corporation, township, port authority, water or sewer district, school district, library district, county law library association, health district, park district, soil and water conservation district, conservancy district, other taxing district, regional council established under Revised Code Chapter 167, or with the board of county commissioners or the automatic data processing board of another county, or with any other federal or state governmental agency, and those authorities or entities may enter into contracts with the county automatic data processing board for microfilming, automatic data processing, or other image processing or electronic data processing or record-keeping services; and

WHEREAS, the ADP Board has approved in a lawful meeting a Price List upon which the cost of providing services will be based, and the ADP Board may at any time may change said Price List, under Ohio Revised Code Section 307.847; and

WHEREAS, Client is a political subdivision located in Geauga County, Ohio, existing and operating under Ohio law; and

WHEREAS, Client desires to retain ADP to provide Client with microfilming, automatic data processing, other image processing or electronic data processing, and/or record-keeping services; and

WHEREAS, if applicable, Client’s applicable authority has approved, authorized, and directed Client’s execution of this Agreement in accordance with Resolution Number _____ lawfully authorized on the ____ day of _____, 20__; and

WHEREAS, the Parties intend to enter into this Agreement to provide for ADP’s provision of Client with Services as specified below in accordance with Ohio Revised Code Section 307.847 for the Parties’ mutual benefit;

NOW, THEREFORE, for the mutual consideration set forth below, the Parties agree as follows:

- I. Purpose. This Agreement provides the broad framework for the Parties’ cooperation and support, and clarifies the Parties’ roles, responsibilities, and funding commitments.
- II. Engagement of ADP. Client agrees to retain ADP to perform Services (defined below), and provide resources and deliverables as mutually agreed upon from time to time by ADP and Client in reference to particular requirements, functions, programs or projects, and the Client shall accept and pay for Services. Client recognizes and agrees that (a) ADP’s Services to Client are not exclusive, and that ADP is free to render similar Services to other entities so long as the other Services do not impair ADP’s ability to perform; and (b) ADP is free, in its discretion, to retain and direct employees.
- III. Services
 - A. Services Overview. This Agreement governs all purchases Client makes that reference this Agreement. This Agreement includes all Work Orders, and any other referenced policies and attachments. On and after the Effective Date, and commencing in accordance with the initial Work Order, ADP shall perform, as part of

Services, the services, functions, and responsibilities described generally below (and as may be more fully described in Attachment A and/or later Work Order. This Agreement covers all assistance from ADP to Client in installing and using data processing products at Client's request.

B. ADP's Responsibilities. Subject to Client's compliance, ADP agrees to perform microfilming, automatic data processing, other image processing or electronic data processing, and/or record-keeping services ("Services"), and other features and services that ADP may elect to provide. Services include those services, functions, and responsibilities detailed in Attachment A. ADP reserves the right to modify or discontinue Services' features at any time without notice. Any and all actions performed by ADP will be at ADP's sole discretion.

1. Parties' Relationship. ADP is an independent contractor for all purposes under this Agreement, and is not an agent, servant, or employee of Client. ADP's responsibilities under this Agreement are exclusively advisory. ADP shall have no obligation to incur liability respecting or deriving from a Client decision or action. Neither Party has authority to bind the other to a third person or act as the other Party's representative unless otherwise provided.

2. Service Availability. Services may be subject to limitations, outages, delays, service malfunctions, restricted for maintenance, and other problems inherent in using the Internet, electronic communications, and technology. ADP does not guarantee uninterrupted or error-free Services. ADP will not be liable for interruption, delay, malfunction, outage, or failure to provide Services, or other damage for any reason, including interruption or failure of telecommunications or digital transmission links, hostile network attacks, network congestion, or other failures. Client shall immediately report to the HelpDesk by email or phone Services' deficiencies—including malfunctions in processes or systems, errors in data, or other deficiencies in or affecting Services, together with Client's recommendations or solutions—to ADP. ADP shall not be in default due to events beyond its reasonable control, including acts of God, war, riots, catastrophe, other natural disasters ("Force Majeure Events"), delays caused by third parties, and delays in preparation or shipment of third-party hardware or programming.

3. Subcontracting Rights. ADP may assign or subcontract any and all rights and/or obligations under this Agreement at any time.

4. Third-Party Vendors. ADP or third parties may make available to Client (e.g., from ADP Board's Price List, below) third-party products or services, including but not limited to add-ons and plugins as well as implementation, customization, training, and other consulting services. If Client procures third-party products or services, Client shall do so under a separate agreement (and exchange of data) solely between Client and the third-party vendor. ADP does not warrant or support non-ADP products or services, whether or not they are designated by ADP as "verified" or otherwise, and disclaims all liability for non-ADP products and services. If Client installs or enables third-party products or services for use with ADP Services, Client agrees that ADP may allow vendors to access Client's data for interoperation and supporting add-ons with ADP Services. ADP shall not be responsible for disclosure, modification, or deletion of Client's data resulting from access by third-party vendors. Client further acknowledges and agrees that ADP shall not be responsible or liable, directly or indirectly, for damage or loss caused or alleged to be caused by or in connection with use of or reliance on third party content, goods, or services.

C. Orders

1. Ordering Services. To request Services from ADP, Client must make a Work Order by placing a Help Desk ticket. The term "Work Order" also includes applicable product(s) or support and maintenance renewal, and purchases Client makes to increase or upgrade its Services. Each Work Order shall specify Services sought, and will be governed by this Agreement. To raise a ticket with ADP's Help Desk, Client shall e-mail helpdesk@co.geauga.oh.us. Client will receive a ticket number for each Work Order to track its progress, and shall quote the ticket number when contacting ADP. All subsequent communications must reference the ticket number. If Client does not receive

a ticket number, ADP is unaware of the issue and no Work Order has been placed. ADP may not perform work without first having a Work Order from Client, or monies in full.

2. Conflicts. In the event of conflict between this Agreement and a Work Order, this Agreement shall control.
 3. Re-Engineering Client Systems. ADP may from time to time review the operations required to support Client and may recommend to Client certain re-engineering procedures, processes, and/or tools. Client may request appropriate modifications prior to granting approval. The Parties shall work in good faith to determine costs, benefits, and proper commitment level of a re-engineering project, and to mutually agree on terms and conditions to be set forth in a Work Order. Client shall not unreasonably refuse or delay project implementation, unless the project requires significant additional Client expenditures.
- D. Cooperation. Client shall fully cooperate with ADP, and assist ADP in obtaining information, reports, studies, etc., as ADP may request from time to time. Client shall support and coordinate with ADP, including permitting ADP access to Client's facilities, agencies, and departments. Client shall consult with ADP before making or modifying a fee, policy, rule, or procedure that may affect ADP. Client shall comply with all operating instructions that ADP may issue from time to time. Client shall be responsible for supervising, managing, and controlling Services' use; including, without limitation, implementing (a) sufficient procedures to satisfy ADP's requirements for security and accuracy, and (b) reasonable procedures to verify reports and other output from ADP within required time frames.
1. Further Instruments. Client shall execute and deliver all applicable purchase(s), license(s), and/or programming-services agreement(s) of third-party vendors or programmers with respect to the items in Attachment A. Client shall comply with the agreements' terms and conditions, provided that ADP may serve as Client's agent to obtain and/or implement the items and services the agreements contemplate. Amounts payable to third-party vendors or programmers under third-party agreements are Client's sole responsibility and Client may directly pay all third-party vendors or programmers.
 2. Equipment. Unless a Work Order otherwise provides, Client shall provide, at its sole expense, all materials, supplies, and facilities—including electric service, wiring, computer equipment, and communication line access—ADP requests for its performance. Client shall maintain all equipment utilized in connection with Services in good working order in accordance with manufacturer specifications. On completion of Services, ADP shall return remaining Client-owned equipment to Client.
- E. Limitations on Warranty. ADP disclaims all warranties, expressed or implied, with regard to Services provided, including all implied warranties of merchantability, fitness for a particular purpose, and noninfringement of third-party rights. Client shall not have the right to make or pass on, and shall take all measures necessary to ensure that neither it nor its agents or employees shall make or pass on a warranty or representation on ADP's behalf to another person. Except as expressly stated in this Agreement, ADP disclaims any and all representations, guarantees, and warranties—including any warranty of title, merchantability, or fitness for a particular use or purpose. ADP's performance hereunder—including products and services—is provided "as is" without any warranty whatsoever. The Services and all other performance provided by ADP hereunder, including any third-party services provided by or through ADP, are provided to client "as is," without warranty of any kind, express or implied, by ADP or its affiliates, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, any warranties or obligations that might otherwise be considered to arise from trade usage, course of dealing, or course of performance, and any warranty or commitment of best execution. No oral or written information or advice given by ADP or its employees or representatives shall create a warranty or in any way increase the scope of ADP's obligations hereunder. The entire risk as to the quality and performance of the Services and ADP's performance are with Client. There is no guarantee that the Services or ADP's performance will meet client's requirements, be error-free or operate without interruption.
- F. No Effect on Other Agreements. Nothing in this Agreement abridges or negates any warranties contained in

any other agreements concerning components or services by Client or on Client's behalf in connection with the Services. If Client so requests, ADP may reasonably assist Client in realizing benefits from any such other warranties.

- G. Insurance. Each Party shall be responsible for maintaining its liability insurance to cover its employees, its Authorized Users, and its property. If any Services hereunder require ADP and/or its employees to enter upon Client's property, Client agrees that (a) it and its employees and Authorized Users will comply with the applicable safety rules and regulations of the particular location where the Service is performed; (b) said safety rules and regulations shall be made available to ADP before the commencement of such work; and (c) Client shall maintain and keep in force during the performance of this Agreement comprehensive general liability coverage, including contractual liability coverage and electronic data processing coverage.
- H. Limitation of Liability. Under no circumstances shall ADP be liable to Client or any other person or entity claiming by, under or as a result of association with Client for an amount of damages in excess of the fees paid for services within the preceding twelve (12) months. ADP shall not be responsible for claims, damages, or liabilities under this Agreement, including those arising from (a) failure to perform any services other than those expressly agreed to pursuant to this Agreement, or reasonably necessary to meet its obligations under this Agreement, (b) acts or omissions resulting from reasonable reliance on instructions or directions from Client, or (c) errors or failure to provide the Services to the extent such errors or failure is caused by (i) incomplete, inaccurate or untimely information provided by Client, (ii) Client's failure to perform its obligations or provide resources as this Agreement or any Work Statement may require, or (iii) a Force Majeure Event. Client bears all responsibility for damages relating to this Agreement, including damages to equipment and facilities. Any replacement or repair of the system will be at Client's expense, unless otherwise specifically agreed. ADP's liability, if any, as a result of this agreement, whether in contract, tort or otherwise, shall not exceed the total charges paid by client to ADP during the period of one year from the date of this agreement. ADP will not be liable for damages that are incidental or consequential damages even if ADP has been advised as to the possibility of such damages. Such damages include, but may not be limited to, such items as loss of profits. All claims of any type by client against ADP must be brought within one year or be forever barred. The remedies expressed in this agreement are the sole and exclusive remedies available. Client is solely liable for all (a) claims, expenses, fines and liability incurred and/or arising hereunder, including chargeback(s), refund(s), under- and/or over-payment(s), payment error(s), or other invalid payment(s); (b) any losses resulting from Client's—including its employees, agents, assigns, and anyone acting on its behalf—failure to comply with this Agreement's terms or the Services; and (c) any error, negligence, misconduct or fraud by Client, including its employees, agents, assigns, and anyone acting on its behalf. ADP shall not be liable for any claims or damages arising from Client's use of the Services.
- I. Limitation on Damages. The Parties agree that in no event shall ADP be liable for special, incidental, consequential, or indirect damages, loss of goodwill or business profits, services stoppage, data loss, computer failure or malfunction, or exemplary or punitive damages. The provisions of this Agreement allocate the risks between ADP and Client. The fees charged Client reflect this allocation and the limitations of liability herein. ADP, Client, and their respective agents, employees, and assigns' aggregate, entire and collective liability in any calendar year arising out of or relating to this Agreement, including without limitation on account of performance or non-performance of Services or other obligations hereunder, regardless of the cause of action's form, whether in contract, tort (including without limitation negligence), breach of warranty, statute or otherwise, shall in no event exceed the annualized fees Client paid to ADP under this Agreement for Services during the calendar year in which occurred the act(s), omission(s) or other occurrence(s) giving rise to the liability (or in the event such act(s), event(s) or other occurrence(s) took place in more than one calendar year, the earliest calendar year in which any such act(s), omission(s) or other occurrence(s) took place). Notwithstanding anything to the contrary contained in this Agreement, except for infringement, misappropriation, or breach of any obligation relating to intellectual property, confidential information, or privacy, neither Party shall, under any circumstances, be liable to the other Party or its affiliates for any consequential, incidental, indirect, punitive, exemplary, special or similar damages of any kind or nature whatsoever (including damages relating to loss of profits, income, or goodwill), even if such Party has been apprised of the likelihood of such damages occurring. Except as may be otherwise provided herein, in no event shall ADP be liable for damages to client for any deficiency, error or interruption in the Services provided hereunder or for damages of any kind. Client's sole remedy in the event of any deficiency

or error shall be to request that ADP correct the matter or, if ADP fails to do so, to terminate this Agreement as provided herein at Client's option.

J. Access and Usage

1. Data Protection and Access. Client agrees that it has no privacy interest in materials, data, or information stored on or transmitted using ADP, ADP-owned, or ADP-leased property or equipment, all of which shall be subject to ADP's access at any time without notice. Client shall provide ADP with all data, information, documents and other records as may be necessary or appropriate to enable ADP to perform its work. Client shall be solely responsible for the quality and accuracy of all data provided to ADP. Client shall follow ordinary and prudent practices for Services' use, including regular, periodic balancing procedures, and controls for accuracy of input and use of output. ADP may accept as correct, accurate and reliable, without further inquiry, all information, data, documents and other records delivered, supplied or made available to ADP by Client, Client's third-party providers, or third parties designated by agreement. ADP shall have no responsibility or liability for error, inadequacy, delay, omission or other failure which results from inaccurate or incomplete information, data, documents or other records provided to ADP by the foregoing. Client shall promptly give Notice to ADP in writing of all inaccuracies, insufficiencies or errors found in the information, materials and data, and the reports provided to Client by ADP. Client shall timely remediate and correct improperly processed data. Client is responsible for making sure all information and materials that Client originates or requires are properly backed up so Client has ready access in the event of loss, corruption or interruption.
2. Authorized Personnel. Client shall maintain a list of all personnel that it authorizes to use Services ("Authorized Personnel"). Client shall make the list available to ADP promptly upon ADP's request. Client shall familiarize Authorized Personnel with Client's obligations under this Agreement as they affect Authorized Personnel. Actions or omissions by Authorized Personnel shall be considered Client's, and references to Client include Authorized Personnel. Authorized Users' use of Services shall be solely for Client's internal use—including business conducted for or with Client's residents—and for no other person or purpose. Client may request a person's removal from its Authorized Personnel list and/or their access suspension. At all times, ADP may, in its sole discretion, prohibit and limit Services' use and access.
 - a. Unauthorized Use. Client shall not permit persons other than Authorized Personnel to use Services directly or indirectly. Client shall bear full financial responsibility for all personnel actions, whether or not they are listed as Authorized Personnel, as well as by other persons and entities gaining access to Services via Client's connection(s) and/or facilities.
 - b. Notice of Unauthorized Acts. Each Party shall (a) give Notice to the other of material unauthorized possession, use, or knowledge, or attempt, of the other Party's data processing files, transmission messages, or other confidential information by a person or entity that may become known to the Party; (b) assist the other in investigating unauthorized acts and acting to prevent their continuation or recurrence; and (c) provide reasonable cooperation respecting litigation or other action the other Party deems necessary to protect its proprietary rights.
3. Usage Information. All information ADP collects reflecting Services' access and usage, including traffic information and all information directly obtained from an individual visitor accessing Services constitutes "Usage Information." Client agrees all Usage Information shall be ADP's exclusive property.
4. Usage Warranty. Each Party warrants that the transmission, distribution, display, performance, or publication of material delivered by or through it under this Agreement will not (1) violate United States copyright laws; or (2) unlawfully infringe or interfere with another's intellectual property or rights, or contain libelous or indecent matter. In using Services, Client—and its affiliates and Authorized Users, which Client shall monitor and be fully responsible for—shall comply with all

applicable federal and state laws, rules, and regulations. Each Party shall perform in a manner that does not infringe, or constitute an infringement or misappropriation of, a third-party's intellectual property rights. Each Party shall give Notice to the other of infringement or misappropriation. ADP shall not be responsible under for (a) modification or extension of Services to fit Client's particular requirements unless otherwise agreed in writing; (b) correction of defects from Services' modification or extension, or misuse; (c) data preparation or conversion; or (d) ensuring Services' security. ADP makes NO expressed or implied warranty with regard to performance or data accuracy, nor for consequential damages.

5. Internet Security. ADP does not guarantee the security of information transmitted to or from Client or over the Internet, including through electronic mail. Access to the Internet is Client's sole responsibility. ADP does not accept responsibility for failure of Services due to Internet facilities, including related telecommunications or equipment.
6. Acceptance of Terms. ADP provides Services to Client under and subject to this Agreement, including the current Price List. If Client does not agree with all the Agreement's terms and conditions, including the Price List, Client must cease using Services. Client's continued use of Services signifies Client's acceptance of this Agreement.
7. Restrictions. Except as otherwise provided, Client shall not (a) rent, lease, reproduce, modify, adapt, create derivative works of, distribute, sell, resell, license, sublicense, transfer, assign, or otherwise commercially exploit or make Services available to a third party; (b) use Services for a third party's benefit; (c) incorporate Services into a product or service Client provides to a third party; (d) interfere with Services' license mechanism(s) or otherwise circumvent mechanisms intended to limit use; (e) reverse engineer, disassemble, decompile, translate, or otherwise seek to obtain or derive source code, underlying ideas, algorithms, file formats to Services, except as permitted by law; (f) remove or obscure proprietary or other notices contained in Services; (g) publicly disseminate information regarding Services' performance; (h) modify or make derivative works based upon Services; or (i) copy ideas, features, functions, or graphics represented by or incorporated in Services.
8. Certifications and Audits. At ADP's request, Client shall provide ADP with a signed certification that Client is using all Services pursuant to this Agreement. Client shall allow ADP, or ADP's authorized agent, to audit Client's Services use. ADP will provide Client with at least ten (10) days advance notice prior to an audit, and conduct audits during normal business hours. Client shall provide reasonable assistance, cooperation, and access to relevant information. ADP may invoice Client for excessive use, and Client shall pay the invoice in accordance with Section IV, subsection F of this Agreement. This remedy is without prejudice to other remedies available at law or equity or under this Agreement. ADP may share audit results with third party licensors or assign its audit rights to licensors.

IV. Payment

- A. ADP Board Price List. ADP's Price List, attached and incorporated as Attachment B, sets forth ADP's Services and prices. The Price List's content includes features, enhancements, modifications, and new products available to Client and other ADP customers. The Parties agree that the ADP Board may from time to time, and in its sole discretion, change the Price List, including adding, modifying or discontinuing services, features and/or prices. The Parties agree that a Price List amendment automatically and without the Parties' further agreement (a) amends the Price List listed as Attachment B; and (b) attaches and incorporates hereto as amended Attachment B.
- B. Budget Estimates. Whenever the Price List provides for fees to be due on a variable basis (for example, per activity, per transaction, or per participant) or on a "time and materials" basis, ADP may cooperate with Client to establish budget estimates for fees, which may be agreed to in writing. Budget estimates do not change this Agreement to a fixed price contract, and are not a binding commitment by either Party. Budget estimates reflect ADP's reasonable and conscientious attempt, based on its experience with Services and other customers, to forecast Services' financial requirements. No budget estimates are guaranteed by ADP.

Client shall pay ADP all invoiced fees and costs at ADP's established rates whether the charges are above or below the budget estimate.

- C. Compensation to ADP. Client shall pay all fees and costs for Services, including billable travel time, in accordance with ADP's Price List and other fees, charges, and billing terms. All costs are subject to change by ADP at any time. Client shall pay for local, state or federal sales, use, or other taxes. If ADP pays taxes in performing Services, ADP will add the amount(s) to the charges invoiced Client. ADP reserves the right to require prepayment or advance deposit for additional charges or expenses. Client's payment obligations to ADP are noncancelable and all amounts Client pays ADP are nonrefundable. If Client believes an invoice is incorrect, to be eligible for an adjustment or credit, Client must contact ADP in writing within sixty (60) days of the at-issue invoice date. In making payments, Client acknowledges that it is not relying on future availability of Services, upgrades, or feature enhancements.
- D. Additional Expenses. If ADP pays third-party charge(s), Client shall reimburse ADP for the full amount ADP paid. If a significant change occurs, ADP is entitled to a reasonable increase in Services' charges, and Client shall pay ADP as invoiced. Client shall pay ADP an hourly Personnel Charge for personnel hours, or "time and materials." Personnel Charges will be determined according to the hourly rates set for ADP's employees on the Price List.
- E. Invoices. All fees, prices, charges, and reimbursable items incurred will be billed to Client quarterly, in arrears. Periodic charges will be computed on a quarterly basis and prorated for any partial quarter.
- F. Payment. Client shall pay ADP directly in the amount(s) specified in each invoice. Client shall pay ADP on or before the thirtieth (30th) calendar day ("Due Date") after the invoice's post-marked date. The date ADP receives payment from Client will be considered the Payment Date. If Client fails to pay ADP on or before the Due Date, Client shall pay ADP the invoice amount plus interest as of the invoice's date until the Payment Date at a rate equal to 1.5% per month or the maximum rate allowed by law; and calculated on a daily basis until the Payment Date. Additionally, if Client fails to pay ADP on or before the Due Date, ADP may (a) suspend its performance, (b) suspend Client's access to Services, or (c) terminate this Agreement. Time is of the essence for all payments due to ADP. If ADP commences legal action to collect payment, Client shall pay all collection costs, including, without limitation, all court costs and reasonable attorneys' fees, and other costs of collection.

V. Duration

- A. Term. This Agreement's Effective Date is the latest signature date, below; it shall commence as of the Effective Date and shall continue for a period of one (1) year. It will automatically renew for successive one (1) year terms unless terminated as provided. Completion of a specific Services or Client's failure to order additional Services will not terminate this Agreement; the Parties intend to leave this Agreement in effect in the event of future Services orders.
- B. Termination. ADP or Client may terminate or suspend Services at any time with or without cause. Client shall pay ADP for the value of Services rendered up to that time and shall reimburse ADP for expenses incurred resulting from the termination. Neither termination nor suspension shall affect Client's liability or obligations.
- C. Termination Effect. Within thirty (30) days of termination, Client shall pay ADP for all Services rendered through the date of termination. After termination, ADP will not have further obligations to Client, and Client shall pay all fees and charges incurred through the termination date and accept and reimburse transactions already effected by ADP on Client's behalf. All equipment paid for by Client or physically residing on Client's property at termination or expiration is Client's property. Client shall return to ADP all ADP-owned software, hardware, equipment, and documentation within thirty (30) days of termination. Termination will not release either Party from liabilities or obligations that (a) the Parties have expressly agreed will survive expiration or termination; (b) remain to be performed or by their nature would be applicable following termination, such as warranties and rights; and (c) pertain to ownership or licenses of Services, deliverables,

work product, or other matters. Termination will not release either Party from consequences of its breach or obligations occurring prior to termination. All Agreement provisions relating to proprietary rights, confidentiality, warranty and liability limitations, limitations on damages, non-solicitation, license and ownership, Client's obligations to pay ADP for Services rendered and expenses incurred, and other terms that by their nature are intended to continue, shall survive Services' completion and termination.

VI. Notices. Except as this Agreement otherwise provides, ADP may give Notice by means of a general notice on its Web Site, electronic mail to Client's e-mail address on record in ADP's account information, or by written communication sent by first class mail or pre-paid post to Client's address on record in ADP's account information. ADP's Notice to Client shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or upon sending (if sent by email). Client shall give Notice to ADP in writing by the following delivery methods, which will be deemed duly given upon ADP's receipt: 1. Personal service or by a nationally recognized courier service; or 2. mailing registered or certified mail—return receipt requested— postage prepaid shall be deemed duly given on the fifth business day after the date notice is deposited in a regular United States mail depository. Either Party may change its address or designee for notification purposes by giving notice to the other Party of the new address or designee and the date upon which the change will become effective.

VII. Compliance with Legal and Ethical Requirements

- A. Ethics and Conflict of Interest. No personnel of either Party or member of the governing body of any locality or other public official or employee of any locality in which, or relating to which, Services are being carried out, and who exercise functions or responsibilities in connection with review or approval of this Agreement or Services, will, prior to Services' completion, voluntarily acquire a personal interest—direct or indirect—incompatible or in conflict with the Party's obligations. Any person who acquires an incompatible or conflicting personal interest, on or after the Effective Date, or who involuntarily acquires an incompatible or conflicting personal interest, shall immediately disclose it to the Parties in writing. Thereafter, he or she will not participate in an act related to this Agreement.
- B. Non-Solicitation. During this Agreement and for a period of twelve (12) months after its termination or expiration, neither Party shall solicit for employment any technical or professional employees of the other involved in Services without the other Party's prior written approval. The Parties shall include this provision in all resultant contracts and subcontracts.
- C. Client's Conduct. Client, and Client's employees, agents, contractors, affiliates, and Authorized Users will not engage in unlawful, objectionable, or malicious conduct or activities related to Services, including, but not limited to, the transmission or distribution of viruses, computer worms, Trojan horses, malicious code, denial of service attacks, unsolicited commercial e-mail, or the like; unauthorized entry to another machine accessible via Services; unauthorized submission or transmission of data or material protected by a third party's proprietary right; or submission of otherwise objectionable information, material, or communications.
- D. Workers' Compensation. The Parties shall comply, at their own expense, with all applicable provisions of the Workers' Compensation laws, unemployment compensation laws, the federal Social Security laws, the Fair Labor Standards Act, and all other federal, state, and local laws and regulations which may be applicable to the Parties as employers of labor. The Parties shall maintain Worker's Compensation or Employer's Liability Insurance sufficient to comply with all applicable provisions of the State of Ohio's and federal Worker's Compensation laws.
- E. Equal Employment Opportunity. The Parties shall comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices.

IX. General Provisions

- A. No Third-Party Beneficiaries. This Agreement is for the Parties' exclusive benefit and not for any third person's benefit, and does not confer rights, express or implied, upon any third person.
- B. Assignment. Client shall not assign or transfer any part or all of its interest in and to this Agreement without

ADP's prior written approval; and if approval is given, this Agreement shall bind the person or persons to whom it is assigned or transferred.

- C. Amendment. Except as otherwise provided, this Agreement may be amended or modified only by both Parties' written approval. In the event of an inconsistency between this Agreement and an amendment, the amendment's provisions shall control.
- D. Rules of Construction. This Agreement shall be constructed according to its language's plain meaning and neither for nor against the drafting Party. The Parties agree that (a) headings are for convenience only and do not affect this Agreement's textual meaning; (b) references to the singular include the plural and vice versa; (c) the words "include, includes," "including," and "e.g.," when following a general statement or term, do not limit the general statement or term; (d) where there is similar, but not identical, construction of phrases, sentences, or clauses, no implication is made that a "negative pregnant" is intended and each clause will be construed separately, in accordance with its plain meaning; and (e) references to "persons" includes individual natural persons and juridical legal entities.
- E. Cumulative Rights. The Parties' rights and remedies, in law or equity, are cumulative and may be exercised concurrently or separately. Exercising one remedy is not an election of that remedy to other remedies' exclusion.
- F. Waiver. Failure to require a provision's performance shall not affect the Party's right to require performance. Waiving a provision's breach shall not constitute waiving the provision itself.
- G. Severability. All Agreement provisions are severable and no provision shall be affected by another provision's invalidity. If an Agreement provision is held by a court to be invalid, void, or unenforceable, the remaining provisions shall continue. Each Agreement provision relating to a liability limitation, warranty disclaimer, or damages exclusion is severable and independent from other provisions.
- H. Governing Law. This Agreement shall be governed by the laws of the State of Ohio, and the venue for any disputes will be exclusively with the appropriate court in Geauga County, Ohio.
- I. Full Authority. Each Party warrants that it has full power to enter into and perform this Agreement, and the person(s) signing below on each Party's behalf is duly authorized and empowered. Client further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.
- J. Entire Agreement. This Agreement constitutes the Parties' entire agreement; it supersedes all other agreements, verbal or otherwise, between ADP and Client. No course of prior dealings or trade usage is relevant or admissible to supplement, explain, or vary this Agreement's terms. Neither Party will be deemed this Agreement's drafter; this Agreement is the product of the Parties' negotiation, and the Parties entered into it without duress or coercion.
- K. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all taken together shall constitute one and the same instrument. The execution of this Agreement is deemed to have occurred, and this Agreement shall be enforceable and effective, only on the complete execution of this Agreement by the Parties.

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IN WITNESS WHEREOF, Client and ADP have caused this Agreement to be executed by their duly authorized officers on the dates indicated below.

SIGNED AS TO CLIENT.

Client Name: _____

Signed: _____

Printed: _____

Title: _____

Date: _____

Approved as to legal form:

By: _____

Printed: _____

Title: _____

Date: _____

SIGNED AS TO THE GEAUGA COUNTY AUTOMATIC DATA PROCESSING BOARD:

Signed: _____

Printed: _____

Title: _____

Date: _____

Geauga County Automatic Data Processing Center Administrator Date

ATTACHMENT A
SERVICES

(SEE WORK ORDERS)

ATTACHMENT B

PRICE LIST

APPROVED BY THE GEAUGA COUNTY
AUTOMATIC DATA PROCESSING BOARD

(SEE ATTACHED PRICE LIST)