

AIR™ SERVICE Agreement

This AIR™ Service Agreement ("Agreement") is made between CORRISOFT, LLC ("Corrisoft"), a Kentucky limited liability company with its principal place of business at 250 West Main Street, Lexington, KY 40507, and Lexington/Fayette County Urban Government ("Agency"), with its principal place of business at Address 200 East Main Street Lexington, KY 40507. This Agreement is effective as of the date of full execution.

In consideration of the promises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto, desiring to be legally bound, hereby agree as follows:

1. AGENCY'S OBLIGATIONS

- 1.1 Unless explicitly stated, Agency agrees to retain complete authority of and responsibility for Client selection, enrollment, monitoring alerts and reports; to oversee orientation and installation of Equipment; to verify the accuracy of all profile(s); and to establish policies and procedures, responses to alert notifications, all liaison work with the involved courts, and management and control of login IDs.
- 1.2 Agency shall comply with all applicable, state and local statutes, ordinances and regulations in using the Equipment, AIR Service, System, and in fulfilling its obligations under this Agreement.

2. CORRISOFT'S OBLIGATIONS

- 2.1 Provided Agency is not in default of this Agreement, Corrisoft will supply certain Equipment to Agency and certain AIR related services to Agency during the term of this Agreement subject to the provisions set forth herein. The specific Equipment and services to be supplied by Corrisoft, and the amounts to be paid by Agency for such Equipment and services, will be set forth for invoices that will be periodically provided by Corrisoft to Agency.
- 2.2 Corrisoft to provide the Agency updated equipment as it becomes available.

3. PAYMENT TERMS

- 3.1 Payment terms are Net 30 from date of invoice. Interest on any amount that is past due shall accrue at the rate of 1-1/2% per month, or if such rate exceeds the maximum rate allowed by law, then at such maximum rate, and shall be payable on demand.
- 3.2 In the event any item hereunder is found to be subject to taxation in any form, except taxes based upon net income, Agency will pay to Corrisoft as the same respectively come due, all taxes and governmental charges of any kind whatsoever together with any interest or penalties that may at any time be lawfully assessed or levied against or with respect to such item of equipment or services. In the event Agency is tax exempt, Agency agrees to supply Corrisoft with a tax exemption certificate.

4. CONTRACT TERM, TERMINATION, RENEWAL

- 4.1 The term of this Agreement is for two (2) years from the effective date of this Agreement unless terminated as provided herein, and eligible for two (2), one (1) year renewals.
- 4.2 Either party, upon thirty (30) days prior written notice to the other party, may terminate this Agreement for convenience. Cessation of services and responsibilities defined in this Agreement may not take place less than thirty (30) days from the receipt of notice except in the event of default by either party. All notices with respect to this Agreement shall be in writing and signed by a duly authorized representative of the party. Notices shall be sent by certified mail or delivered by messenger.
- 4.3 Upon termination of the Agreement, Agency shall immediately return all property due to Corrisoft to Corrisoft's principal place of business set forth above. In the event Corrisoft's Units, unused supplies and other such property are not returned within seven (7) days, Agency shall pay to Corrisoft the full daily rate listed in Exhibit A until Corrisoft has all such Units and other property in its possession. Corrisoft is entitled to full payment for services rendered and accepted whether during the term of this Agreement or thereafter.
- 4.4 The parties agree and acknowledge that the terms of this Agreement are conditioned upon and subject to the availability of Corrisoft products and services. Corrisoft shall not be liable for any delay in performances due to limited availability of AIR products and services.

5. LIMITATION OF LIABILITY

- 5.1 Agency will be responsible for the proper use, management and supervision of the Equipment and the monitoring of the Client. Agency agrees that Corrisoft will not be liable to Agency for any damages caused by Agency's failure to fulfill these responsibilities. Nothing contained herein is intended to be, nor shall it be, a waiver of any defense, including that of sovereign immunity, that Agency may have as to any third party.
- 5.2 Disclaimer of Warranty. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, CORRISOFT EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE SERVICE OR EQUIPMENT IS IMPERVIOUS TO TAMPERING. CORRISOFT EXPRESSLY DISCLAIMS ANY WARRANTY THAT DATA ENTERED ARE SECURE FROM UNAUTHORIZED ACCESS.
- 5.3 Intentionally left blank.
- 5.4 In no event does Corrisoft assume any responsibility or liability for acts or omissions that may be committed by persons and/or Client(s) that are subject to Agency's electronic monitoring program. As used in this Agreement, the term "liability" includes, but is not limited to monetary claims, legal fees and expenses, penalties and interest.
- 5.5 Intentionally left blank.

5.6 This section shall remain in effect even if Agency has made full payment under this Agreement or this Agreement is terminated.

6. OWNERSHIP—CONFIDENTIALITY/NONDISCLOSURE OBLIGATIONS

- 6.1 Corrisoft shall retain all ownership interests in all parts of the AIR Service. All rights owned by Corrisoft that are not granted by this Agreement, including the right to derivative works, are reserved to Corrisoft. The System, AIR Service, Documentation, and any and all copies thereof, whether in whole or in part, whether made by Corrisoft or anyone else, and all rights, powers and privileges which arise out of this Agreement are, and shall remain at all times, the sole and exclusive property of Corrisoft. Nothing contained in this Agreement shall be deemed to convey to Agency any title or ownership interest in the System, AIR Service, Documentation and/or rights, powers and privileges that arise out of this Agreement. Agency shall not directly or indirectly dispute or contest the validity of Corrisoft's rights to the System or AIR Service. Agency understands, acknowledges, and agrees that certain aspects of the System and AIR Service are Corrisoft's trade secrets. These include, but are not limited to, the following: system design, modular program structure, system logic flow, file content, video and report format, coding techniques and routines, file handling, video screen and data entry handling, and report and/or form generation. Agency agrees to hold in confidence and not disclose to any party, other than authorized employees, the System, AIR Service, Documentation or any trade secrets of Corrisoft, except to the extent required by the Kentucky Open Records Act. Corrisoft will issue Agency a login ID and a password for use in accessing the System and the specific Client information for that Agency. Agency agrees to maintain its password as private and confidential information and to take all reasonable measures to maintain the careful control and security of the login ID and password and the AIR Service, and shall not allow parties, except authorized employees or contractors of the Agency, access to the System, AIR Service or any of its component parts. In this regard, Agency agrees that each employee or contractor, to be authorized to work with or to have access in any way to the System, AIR Service, Documentation, or trade secrets hereunder, shall agree to be bound by the confidentiality, nondisclosure, use, and copying restriction of this Agreement. Agency agrees to notify Corrisoft immediately of the existence of any circumstances surrounding any unauthorized knowledge, possession, or use of the login ID and password, AIR Service or any part thereof by any person or entity. Corrisoft is not responsible for breaches in security resulting from third party access to Agency's password.
- 6.2 Agency shall not itself and also shall not knowingly permit any of its employees, subcontractors, or sub-licensees to alter, maintain, enhance, or otherwise modify any part of the AIR Service or the System other than strictly to input, access and update information relating to Clients, as permitted by this Agreement. Agency covenants not to attempt, cause, or permit itself (including its employees, contractors, licensees, or agents) either through its efforts or through the efforts of any third party, by recompilation, reverse-engineering, pirating, disassembly, re-programming, translating, or any other method, to engineer, create, or derive the Equipment, source programs associated with the Equipment, System and/or AIR, or any other intellectual property of Corrisoft, or that would reveal any of Corrisoft's confidential information, trade secrets, or technology. Agency further covenants not to remove or obliterate any of Corrisoft's trademarks or copyright notices, whether directly, or through the efforts of third parties.
- 6.3 Agency shall take all reasonable actions to cause its employees, agents, and subcontractors, if any, to not, during the term of this Agreement or at any time thereafter, divulge, communicate or utilize, other than in the performance of Agency's obligation under this Agreement, any Confidential Information which Agency or such person has acquired or may acquire, whether technical or non-technical, relating to the business affairs of Corrisoft, including without limitation the AIR Service and related documentation.
- 6.4 The obligations and covenants set forth in this Section 7 shall survive termination of this Agreement unless and until superseded by other written agreement(s) between the parties.

7. FORCE MAJEURE

Corrisoft shall not be liable for any delay in the performance or nonperformance which is due to causes beyond Corrisoft's control, including, but not limited to, war, fire, floods, sabotage, civil unrest, strikes, embargoes or delays, acts of God, acts of third parties, acts of governmental authority or any agent or commission thereof, accident, breakdown of equipment, failure of third-parties to provide goods or services, failure of any telecommunications services (both wireless and wire systems), differences with employees or similar or dissimilar causes beyond the reasonable control of Corrisoft.

8. GENERAL


- 8.1 This Agreement is limited in its scope to its defined purpose. It in no way implies that either party has specific knowledge or bears responsibility for the business practices of the other party.
- 8.2 Any provision of this Agreement that is found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement. Preprinted terms and conditions of any purchase order or other instrument issued by Agency which is in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Corrisoft and will not apply to this Agreement.
- 8.3 Nothing contained herein shall be construed to imply a joint venture, partnership, or principal-agent relationship between the parties.
- 8.4 Agency shall not assign, sublicense, or otherwise transfer or assign this Agreement or any of its rights under this Agreement without prior written consent of Corrisoft. Corrisoft may assign this Agreement without the consent of Agency.
- 8.5 This Agreement may be executed in any number of separate counterparts, by the different parties hereto on, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

9. ENTIRE AGREEMENT

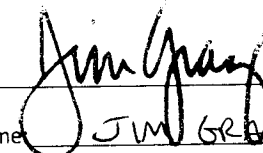
The entire agreement between parties with respect to the subject matter hereof is contained in this Agreement as well as in the Corrisoft's response to LFCUG RFP29-2013. In the event there is a conflict between Agreements, the RFP will take precedence. This Agreement shall be binding on and inure to the benefit of the parties hereto and their representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the latest date set forth below.

CORRISOFT, LLC

By: 
Printed Name: Bill Johnson
Printed Title: PRESIDENT
Date: Dec 20, 2013

LEXINGTON/FAYETTE COUNTY URBAN GOVERNMENT

By: 
Printed Name: JIM GRAY
Printed Title: MAYOR
Date: 1-17-2014