

RoseWare

RoseWare LLC
3060 West 13th Street
Cadillac, MI 49601

("Supplier")

Brevard County Clerk
700 South Park Avenue
Titusville, FL 32780

("Customer")

Cost Containment for Brevard County Clerk of the Court

IT IS AGREED as follows:

1. This Agreement is made between Supplier and Customer for the provision of the Services described in Schedule A ("Statement of Work") in consideration of the Total Charge set out in Schedule B ("Pricing Schedule").
2. This Agreement shall comprise:
 - 2.1. Supplier's Standard Terms and Conditions for IT Services;
 - 2.2. The Statement of Work; and
 - 2.3. The Total Charge
 - 2.4. Clause 3 set out below.
3. This Agreement shall commence on or before 06 April 2012 and, subject to the provisions of the Supplier's Standard Terms and Conditions for IT Services, shall continue for 24 Months (the "Term").

For and on behalf of:

RoseWare LLC

Date: 6 April 2012

Signed by: Rose M. Harr
Rose M. Harr (print name)

For and on behalf of:

Brevard County Clerk

Date: 06 April 2012

Signed by: MARCELLA
MARCELLA (print name)

SCHEDULE A

SERVICES

RoseWare LLC will:

1. Review all outside vendor contracts on behalf of the Brevard County Clerk's Office;
2. Identify contract savings and cost reduction methods;
3. Enter negotiations on the Brevard Clerk's Office behalf to implement immediate contract changes, cancellations or amendments to guarantee immediate cost reductions;
4. Once a new contract or service agreement is negotiated on behalf of the Brevard Clerk's Office, and a vendor contract is received for review by RoseWare and the Brevard Clerk's Office, a formal acknowledgement of gross savings or cost reduction will be submitted to the Clerk for review;
5. Upon the signing of renegotiated contracts that have been pre-identified and negotiated by RoseWare LLC, the identified cost savings and reductions will be submitted to and verified by the Clerk's Finance agent;
6. RoseWare LLC will invoice the Brevard Clerk's Office for an amount equal to 35 percent of the gross agreed upon savings or cost reduction as documented by the Clerk's finance department, the invoice to be due following Florida's prompt payment act.

Brevard County Responsibilities

- Brevard County will provide to RoseWare a list of all maintenance and support contracts
- Brevard County will provide a representative of the clerk of the courts that will have the ability to approve or deny and sign re-negotiated contracts.

Deliverables

RoseWare will deliver to Brevard County an analytical report that contains:

- Each contract;
- The current terms and pricing
- The re-negotiated terms and pricing
- Net Savings
- Net payable to RoseWare pursuant to the green light document procedure

Assumptions

- Supplier and Customer are entering into a Strategic Partnership. In doing so, Customer agrees to:
 - Customer will be a Referral site
 - Customer will allow for Supplier to reference Customer in Press Releases
- 2 Year Contract
- The Services will be performed during normal business hours (being 8:00 am to 5:00 pm) on weekdays and not on weekends or public holidays unless the Parties agree otherwise (acting reasonably and promptly).