**Master Maintenance Agreement Renewal**

The State of Ohio, through the Office of Information Technology ( the "State"), located at 30 East Broad Street, 40th Floor, Columbus, Ohio 43215, on behalf of the State of Ohio, and Dakota Imaging (the "Contractor") located at 7130 Minstrel Way, Columbia, MD, entered into a Master Maintenance Agreement (the "Contract") on July 1, 2006.

This is an offer to renew (the "Renewal") that Contract under its renewal provisions. Once this Renewal is signed by both parties, the term of the Contract will be renewed until June 30, 2009.

On Renewal, the Contract will be modified by replacing its ethics and election law section with the following, new section:

> **Ohio Ethics Law and Limits on Political Contributions**. The Contractor certifies that it is currently in compliance with and will continue to adhere to the requirements of the Ohio ethics law, Revised Code Chapter 102. The Contractor further acknowledges that it has read the requirements of Revised Code Section 3517.13 regarding limitations on political contributions as a basis for eligibility to participate in government contracts and certifies that it and the listed individuals and business associates are in compliance with Section 3517.13 and will remain in compliance for the duration of the Contract and for one year following the conclusion of the Contract.

All other terms remain the same.

Should the Contractor fail to sign and return two copies of this Renewal to the State by June 30, 2007, or should an authorized representative of the State fail to countersign this Renewal by that date, the Contract will expire at the end of its current term.

**TO SHOW THEIR AGREEMENT**, the parties have executed this Renewal on the date(s) below.

**Contractor**
**Dakota Imaging LLC**

**By:** _____
**John T. McRae**

**Title:** _____
**Chief Operating Officer/Sr. V.P.**

**Date:** 3/14/07

**State of Ohio,**
**Office of Information Technology**

R. Steve Edmonson/WFC

**R. Steve Edmonson**
**Director, Office of Information Technology**
**State Chief Information Officer**

**By:** _____

**Walter F. Callahan**
**Deputy State Chief Information Officer**
**Investment and Governance Division**

**Date:** 3-25-07

**OFFICE OF INFORMATION TECHNOLOGY**
**Investment and Governance Division**

# CONTRACT EXTENSION REQUEST FORM

## Master Maintenance Agreement

## Dakota Imaging

## REVIEW CHECKLIST

Based on the review of the attached request, and in accordance with Investment and Governances' procedures for the purchase of service(s), it is recommended that this Master Maintenance Extension Agreement be approved.

- The vendor has made an affirmative statement indicating compliance with the limit specified in Ohio contribution Revised Code Section 3517.13 Divisions (I) and (J).
- **Unresolved Findings For Recovery Certified Search** is included in this checklist
- **No changes were made to the standard Master Maintenance Extension Agreement Terms and Conditions.**

**APPROVED BY:**

Contract Management: _____ Jim Delong — 3-19-07 Date

Contract Management Administrator: _____ Beth Stalnaker — 3.19.07 Date

Legal Counsel: Cameron Kinnatty for S. Peterson — 3-19-07 Date

Questions regarding this request may be directed to: Jim Delong (614) 728-8837.

AUDITOR OF STATE
STATE OF OHIO

Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140
(614) 466-4514
(800) 282-0370

# Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

## Contractor's Information:

**Organization:** Dakota Imaging
**Date:** 03/19/2007

This search produced the following list of possible matches:

0 Possible matches were found

| Name/Organization | Address |
|---|---|

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

OIT, CM 3-19-07

**STATE OF OHIO**
**DEPARTMENT OF ADMINISTRATIVE SERVICES**
**HARDWARE**
**MASTER MAINTENANCE AGREEMENT FISCAL YEAR 2004**

This Contract is made by and between the State of Ohio, Department of Administrative Services, located 30 East Broad Street, 40th Floor, Columbus, Ohio, 43215 ("Customer"), and Dakota Imaging ("Contractor"), located at 7130 Minstrel Way, Columbia, MD. 21045.

Contractor agrees to provide the remedial and preventative maintenance described in this Master Maintenance Agreement (the "Contract") for the equipment listed on any attached Equipment Schedule (the "Equipment") signed by Contractor and Customer, and the Customer, on behalf of the agency listed on any Equipment Schedule, agrees to purchase such maintenance, subject to the terms and conditions in this Contract.

1. **TERM**

The term of the Contract starts on **July 1, 2003** and ends on the **last day of June, 2004**. Customer and Contractor may designate a shorter term of coverage for a particular item or items of Equipment on any Equipment Schedule. Customer and Contractor may also agree in writing to extend this Contract. In no event may the term be extended beyond a biennium budget period unless both parties affirmatively renew this Contract in writing.

2. **DESCRIPTION OF MAINTENANCE**

Except as otherwise provided in this Contract, the maintenance under this Contract will consist of:

A. Remedial Maintenance Calls: During the regular business hours of 8:00 a.m. to 5:00 p.m. When requested by Customer, remedial maintenance service will be done as promptly as practicable to correct malfunctions of the Equipment and to make repairs necessary to restore the Equipment to good operating condition, including the replacement of unserviceable parts. At other times, subject to the availability of Contractor personnel, and when requested by Customer, emergency remedial service will be rendered as promptly as practicable at the then-current hourly rates of Contractor.

B. Preventative Maintenance Inspections: At such times during the regular business hours of Contractor as may be convenient for Customer, reasonable, periodic inspections of the Equipment will be carried out by Contractor without charge for the purpose of testing, cleaning, lubricating and adjusting the Equipment, checking its performance, replacing unserviceable parts and taking such other actions as may be deemed necessary by Contractor to maintain the Equipment in good operating condition. Preventative maintenance service may be performed concurrently with remedial services.

All parts furnished by Contractor, except those excluded in Section 3, must be provided on an exchange basis, and must be new or warranted equivalent to new in performance when used in the Equipment. All parts removed for replacement will become the property of Contractor.

3. **LIMITATIONS AND EXCLUSIONS**:

Maintenance under this Contract will not include:

A. Furnishing ribbons, tapes, platens, power rolls, type elements or other accessories, supplies or consumable items;

B. Making specification changes;

C. Performing services connected with relocation of the Equipment;

D. Adding or removing accessories, attachments or other devices or altering the Equipment;

E. Repairing damage or malfunctions or replacing of parts necessitated by:

(i) Intentional abuse or negligence of Customer;

(ii) Use of operating supplies or other consumable items not meeting the Equipment manufacturer's specifications;
(iii) Improper, excessive, extraordinary or abnormal operation of the Equipment;
(iv) Acts of third parties;
(v) Alteration of the Equipment by Customer or a third party;
(vi) Malfunction of parts not furnished by the Equipment manufacturer unless Contractor furnished such parts under this Contract;
(vii) Installation or attachment to the Equipment of parts or equipment not furnished or approved by the Equipment manufacturer unless such parts or Equipment were furnished by Contractor under this Contract;
(viii) Failure of Customer to provide a suitable environment for the Equipment;

F. Providing electrical work external to any Equipment,

G. Repairing damage due to floods, fires, loss of air conditioning, electrical shortages or other casualty, unless such damage resulted from Contractor's negligence or failure to perform under the Contract,

H. Performing services with respect to equipment that is not a part of the Equipment,

I. Painting or refinishing the Equipment or furnishing material for such, or

J. Reconditioning the Equipment, except as provided in Section 33 below.

Repairs and replacements necessitated by any of the items excluded from coverage hereunder will be undertaken by Contractor only on Customer's written approval of estimated additional charges, Customer's Contract to pay the actual charges, and Customer's issuance of a purchase order.

**4. RESPONSIBILITIES OF CUSTOMER**

A. Customer will provide Contractor's personnel reasonable access at agreed times and availability to the Equipment to perform maintenance services (including preventive maintenance). Customer will also provide adequate working space and facilities, including heat, light, ventilation, electric current and outlets and the like for use by Contractor personnel. All such facilities will be within a reasonable distance from the Equipment to be serviced and will be provided at no charge to Contractor.

B. Customer will not perform, attempt to perform, nor cause to be performed, maintenance or repair to the Equipment during the term of this Contract except simple daily or weekly preventive maintenance on the Equipment as allowed or reasonably required by Contractor. Contractor, at Customer's request, will maintain the service reports issued by Contractor. Customer, at its own expense, will establish and maintain an environment consistent with the specifications furnished by Contractor for the Equipment.

**5. PAYMENT DUE DATE**

A. Contractor will invoice Customer on the first day of each month (or each quarter or each year as designated on Equipment Schedule) during the term hereof for the unit amount for the Equipment in the attached Equipment Schedule. If the Commencement Date does not fall on the first day of the month, the amount of the first payment will be prorated based on the number of service days remaining in that month.

B. Payments under this Contract will be due on the 30th calendar day after the later of:

1. The date of actual receipt of a proper invoice in the office designated to receive the invoice, or

2. The date the service is delivered and accepted in accordance with the terms of this Contract.

C. The date of the warrant issued in payment will be considered the date payment is made.

6. **CONTRACTOR QUARTERLY SALES REPORT**

The Contractor must report the quarterly dollar value (in u.s. dollars and rounded to the nearest whole dollar) of the sales under this contract by calendar quarter (i.e., January-march, April-June, July-September and October-December). The dollar value of the sale is the price paid by the schedule user for the products and services on a schedule contract task or delivery order, as recorded by the Contractor.

The Contractor shall be required to report the quarterly dollar value of sales to the State on a form prescribed by DAS. If no sales occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period.

The Contractor shall also submit a close - out report within one hundred and twenty (120) days after the expiration of this Contract. The contract expires upon the physical completion of the last, outstanding task or delivery order of the Contract. The close - out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close - out report.

The Contractor must forward the Quarterly Sales Report to the Following address:

Department of Administrative Services
Division of Computer and Information Services
Acquisitions Management
30 East Broad Street, Suite 4099
Columbus, Ohio 43215 - 3414

If the Contractor fails to submit sales reports, falsifies sales reports or fails to submit sales reports in a timely manner the State may terminate or cancel this Contract.

7. **CONTRACTOR REVENUE SHARE**

The Contractor must pay the State a revenue share of the sales transacted under this Contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The revenue share equals 1% of the total quarterly sales reported. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering activities.

The Contractor must remit any monies due as the result of the close - out report at the time the close - out report is submitted to DAS.

The Contractor must pay the revenue share amount due by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the following information with the payment:

Applicable State Term Schedule Number, report amount(s), and reporting period covered.

Contractor must forward the check to the following address:

Department of Administrative Services
Office of Finance
East Broad Street, Suite 4060
Columbus, Ohio 43215 - 3414

Please make check payable to: Treasurer, State of Ohio.

If the full amount of the revenue share is not paid within thirty (30) calendar days after the end of the applicable reporting period, the non-payment constitutes a contract debt to the State. The State may either initiate withholding or setting off of payments or employ the remedies available under Ohio law for the non-payment of the revenue share.

If the Contractor fails to pay the revenue share in a timely manner the State may terminate or cancel this Contract.

8. **INTEREST ON OVERDUE PAYMENTS**

Section 126.30 of the Ohio Revised Code (the "Code") applies to this Contract and requires payment of interest on overdue payments for all proper invoices. The interest charge will be at the rate per calendar month that equals one-twelfth of the rate per annum in Section 5703.47 of the Code.

9. **INVOICE REQUIREMENTS**

Invoices must be submitted in an original and three copies of the office designated in the purchase order "bill to address" to receive invoices. A proper invoice must include the following information and/or attached documentation:

A. Name and address of business concern as designated in this Contract.

B. Federal Tax Identification Number of Contractor as designated in this Contract.

C. Invoice remittance address as designated in this Contract.

D. The purchase order number authorizing the delivery of equipment, materials, supplies or services.

E. Description including time period, and serial number, when applicable, unit price, quantity and total price of equipment, materials, supplies or services actually delivered or rendered as specified in the purchase order. If the invoice is for lease purchase, the payment number, e.g., 1 of 36 shall also be indicated.

10. **IMPROPER INVOICES**

If an invoice contains a defect, impropriety or is not a proper invoice, as defined in this section, a written notification and the improper invoice will be sent to Contractor at the address designated for receipt of purchase orders within fifteen (15) calendar days after receipt of the invoice. The notice will contain a description of the defect or impropriety and any additional information necessary to correct the defect or impropriety. If this notice has been sent, the required payment date will be thirty (30) days after receipt of a proper invoice or product acceptance whichever is later.

11. **NON-APPROPRIATION OF FUNDS**

Customer's funds are contingent on the availability of lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments due hereunder, this Contract will terminate as of the date that the funding expires without further obligation of the Customer. Since the current General Assembly cannot commit a future General Assembly to expenditure, if any term of this Contract crosses a State biennium this Contract will automatically expire at the end of the current biennium, which is June 30, 2005. **The State, however, may renew this Contract in the next biennium by issuing written notice to the Contractor of the decision to do so. This expiration and renewal procedure will also apply to the end of any subsequent biennium during which the Project continues.**

12. **OBM CERTIFICATION**

Under Section 126.07 of the Code, orders under this Contract will not be valid until the Director of the Office of Budget and Management first certifies that there is a balance in the appropriation not already obligated to pay existing obligations.

13. **NOTIFICATION OF PRICE INCREASE**

Notification of any price increases, if any are allowed by this Contract, must be submitted to the purchase order bill to address no later than sixty (60) days before the effective date of the price increase. This notification must specify, when applicable, the product serial number, location, current price, increased price and purchase order number. The annual maintenance fee will not increase from year to year by more than ten (10) percent over the prior year's annual maintenance fee.

14. **INDEMNITY**

The Contractor will indemnify the State against all liability or expense resulting from bodily injury to any person (including injury resulting in death) or damage to property arising out of the performance of this Contract, providing such bodily injury or property damage is due to the negligence of the Contractor, its employees, agents, or subcontractors. The Contractor will also indemnify the State against any claim of infringement of a copyright, patent, trade secret, or similar intellectual property rights based on the State's proper use of any Deliverable under this Contract. This obligation of indemnification will not apply where the State has modified the Deliverable and the claim of infringement, is based on the modification. The state

agrees to give the Contractor notice of any such claim as soon as reasonably practicable. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor will do one, (1) of the following four (4) things:

(1) Modify the Deliverable so that is no longer infringing.

(2) Replace the Deliverable with an equivalent or better item.

(3) Acquire the right for the State to use the infringing Deliverable as it was intended for the State to use under this Contract; or

(4) Remove the Deliverable and refund the fee the State paid for the Deliverable and the fee for any other Deliverable that required the availability of the infringing Deliverable for it to be useful to the State.

**15. GENERAL WARRANTIES**

A. Contractor warrants that it will have good title to, and the right to ship, deliver and install any and all parts supplied by Contractor under this Contract. Contractor further warrants that all such parts, will be delivered and installed in good operating condition, free from any defect and free from any security interest or other lien or encumbrance or the like. Contractor warrants that all parts shall be new or certified as new and merchantable and fit for their intended use. Contractor further warrants that all such parts will be installed in a workmanlike manner. Contractor warrants that trained, qualified maintenance personnel will perform all Maintenance Services in a professional and workmanlike manner. By payment of the first amount due under this Contract, Customer represents that it has inspected the Equipment and found it to be in good operating condition as of the Commencement Date of this Contract.

B. If Contractor breaches any obligation under this Contract, or the Equipment fails to comply with these warranties the Contractor shall make all necessary adjustments, repairs and replacements to the Equipment in accordance with the terms of this Contract and replace any parts installed that are defective. The Contractor will correct such failure with all due speed or will refund the amount of the compensation paid for the Equipment. Contractor will also indemnify the Customer for any direct damages and claims by third parties based on breach of these warranties.

**16. CONFIDENTIALITY**

The State may disclose to the Contractor written material or oral or other information that the State treats as confidential ("Confidential Information). Title to the Confidential Information and all related materials and documentation the State delivers to the Contractor will remain with the State. The Contractor agrees to treat such Confidential Information as secret if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of the public, other contractors or potential contractors with the State, or individuals or organizations about whom the State keeps information. The Contractor agrees not to disclose any Confidential Information to third parties and to use it solely to perform under this Contract.

The State acknowledges that, in connection with this Agreement and its relationship with Contractor, it may obtain information relating to the Products or to Contractor that is of a confidential and proprietary nature ("Confidential Information"). Such Confidential Information may include, but is not limited to, trade secrets, know how, inventions, techniques, processes, programs, schematics, software source documents, data, financial information, and sales and marketing plans or information which the State knows or has reason to know is confidential, proprietary or trade secret information of Contractor. The State shall at all times, both during the term of this Agreement and for a period of at least three (3) years after its termination, keep in trust and confidence all such Confidential Information, and shall not use such Confidential Information other than as expressly authorized by Contractor under this Agreement, nor shall the State disclose any such Confidential Information to third parties without Contractor's written consent.

The parties' obligation to maintain the confidentiality of the Confidential Information will not apply where such: (1) was already in the possession of the Receiving Party before disclosure by the Disclosing Party, and was received by the Receiving Party without obligation of confidence; (2) is independently developed by the Receiving Party, provided documentary evidence exists to support the independent development; (3) is or becomes publicly available without breach of this Contract; (4) is rightfully received by the Receiving Party from a third party without obligation of confidence; (5) is disclosed by the Receiving Party with the written consent of the Disclosing Party; or (6) is released under a valid order of a court or governmental

agency, provided that the Receiving Party (a) notifies the Disclosing Party of the order immediately upon receipt of it and (b) makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production. The Receiving Party will return all originals of any Confidential Information and destroy any copies it has made for its own internal use on termination or expiration of this Contract or as requested by the Disclosing Party.

The parties agree that the disclosure of the Confidential Information of the Disclosing Party in a manner inconsistent with the terms of this provision may cause the Disclosing Party irreparable damage for which remedies other than injunctive relief may be inadequate, and each Receiving Party agrees that in the event of a breach of the Receiving Party's obligations hereunder, the Disclosing Party shall be entitled to temporary and permanent injunctive relief to enforce the provisions hereof without the necessity of proving actual damages. This provision shall not, however, diminish or alter any right to claim and recover damages.

**17. LIMITATION OF LIABILITY**

NOTWITHSTANDING ANY LIMITATION PROVISIONS CONTAINED IN THE DOCUMENTS AND MATERIALS INCORPORATED BY REFERENCE INTO THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF THE PARTIES HAD BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

2. THE CONTRACTOR FURTHER AGREES THAT THE CONTRACTOR SHALL BE LIABLE FOR ALL DIRECT DAMAGES DUE TO THE FAULT OR NEGLIGENCE OF THE CONTRACTOR.

**18. DELIVERIES**

All deliveries shall be F.O.B. destination.

**19. HEADINGS**

The headings used in this Contract are for convenience only and will not be used in interpreting this Contract.

**20. ASSINGMENT**

Neither party will assign this contract without the written consent of the other party.

**21. GOVERNING LAW**

This contract is governed and will be construed under Ohio law, and venue for any dispute will be with the appropriate court in Franklin County, Ohio.

**22. TAXES**

The Customer is exempt from all State and local taxes and does not agree to pay any taxes.

**23. EXCUSEABLE DELAY (FOURCE MAJUERE)**

Neither party to this Contract will be responsible for failure to perform service due to causes beyond its control, including, but not limited to, work stoppages, fires, floods, civil disobediences, riots, rebellions, acts of God and similar occurrences.

**24. ENTIRE CONTRACT**

This contract document contains the entire Contract between Contractor and Customer relating to maintenance service on the Equipment and supersedes any other prior Contracts, written or oral.

**25. NOTICES**

All notices, requests and other communications pursuant to this Contract will, unless otherwise provided herein, be in writing and will be deemed to have been duly given on the date of service, if served personally or 3 days after mailing, if mailed by first class mail, postage prepaid, to the addresses of the parties set forth on the attached Equipment Schedule

26. **SEVERABILITY**

If any provision of this Contract is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Contract will remain in full force and affect to the extent that such does not create an absurdity.

27. **EQUAL EMPLOYMENT OPPORTUNITY**

A. In carrying out this Contract, Contractor may not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, disability, age or Vietnam-era veteran status ("Protected Status"). Contractor will ensure that applicants are hired and that employees are treated during employment without regard to their Protected Status.

B. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Contract complies with all applicable Federal and state non-discrimination laws. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their Protected Status. Contractor will incorporate the requirements of this Section in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

28. **DRUG FREE WORKPLACE**

Contractor agrees to comply with all applicable state and Federal laws regarding drug-free workplace. Contractor will make a good faith effort to ensure that all Contractor employees, while working on state property, will not possess, or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

29. **CERTIFICATION OF COMPLIANCE WITH OHIO ETHICS AND ELECTIONS LAW REQUIREMENTS FOR NONCOMPETITIVE BID CONTRACTS**

A. Contractor by signature on this Contract certifies that Contractor is currently in compliance and will continue to adhere to the requirements of the Ohio ethics law in Sections 102.03 and 102.04 of the Code.

B. The Contractor affirms that, as applicable to the Contractor, no party listed in Division (I) or (J) of Section 3517.13 of the Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of $1,000.00 to the Governor or to his campaign committees.

30. **EQUIPMENT LOCATION**

This Contract is for service of the Equipment at the location in the attached EQUIPMENT SCHEDULE hereof. If any unit of Equipment is moved (which movement will in all instances be at Customer's risk and expense), Customer will so notify Contractor. Contractor may terminate this Contract if, in its discretion, the environmental conditions in which any unit of Equipment is placed are not suitable for satisfactory performance, or if the new location is out of Contractor's ordinary operating area.

31. **RETAINED OWNERSHIP**

Contractor will retain title to all replacement parts and equipment provided by it until such are incorporated into the Equipment, at which time title will pass to the Customer. Contractor will retain title to all tools and all diagnostic, computer program media it uses. In addition, all Contractor test, diagnostic, and verification information and routines (on media owned by Contractor or Customer), maintenance equipment and maintenance materials, information and documentation that are treated as proprietary and confidential by Contractor will be so treated by Customer, and such proprietary and confidential items, whether on the premises of Customer, or accessible by remote inquiry, will remain the property of Contractor and may be removed, or usage thereof discontinued, as applicable, by Contractor at any time, or Customer will destroy the same on written request from Contractor. Customer agrees to treat and protect such proprietary and confidential items in a manner consistent with the maintenance of trade secret rights and to take appropriate action by instruction or Contract with its employees who are permitted access to confidential items. Despite the foregoing, Contractor will work with Customer at no charge to provide access to such after termination or of this Contract to the extent that the use of such proprietary or confidential tools subsequently prevent Customer from getting maintenance through another Contractor on commercially reasonable terms.

32. **ADDITIONAL EQUIPMENT AND REMOVAL OF EQUIPMENT**

Additional equipment manufactured by the Contractor of the Equipment and used in conjunction with the Equipment may be included under this Contract on written acceptance by Customer at Contractor's then-current rates. At Customer's option, and only if Customer is under a monthly invoicing schedule, Customer may remove an item of Equipment from coverage under the Contract by giving Contractor thirty (30) days advance written notice. Upon expiration of such thirty (30) day period, Customer will not be liable for charges associated with such item of Equipment.

33. **RECONDITIONING**

If, in Contractor's reasonable opinion, a shop reconditioning of any unit of Equipment is necessary because normal repair or replacement of parts cannot keep such unit in good operating condition, Contractor will submit a cost estimate of needed repairs.

If Customer does not authorize such additional work and agree to pay the proposed charge, Contractor may terminate this Contract with respect to such unit.

**TO SHOW THEIR AGREEMENT,** the parties have executed this Contract. This Contract becomes effective either on the 1st day of July 2003, or in the alternative on the date of signature by the Customer.

This Contract may be renewed for another one-year term upon the written, mutual agreement of the parties.

ACCEPTED BY:

**CONTRACTOR**

Sandeep Goel
Signature

Sandeep Goel President + CEO
Printed Name/Title

6/25/03
Date

ACCEPTED BY:

**THE STATE OF OHIO,**
**DEPARTMENT OF ADMINISTRATIVE SERVICES**
**30 EAST BROAD STREET, 40th Floor**
**COLUMBUS, OHIO. 43215**

C. Scott Johnson/MRE
Signature

C. Scott Johnson
Director

6/27/03
Date

Contractor Tax ID Number: 52-1771911

Revised: 5/20/03

**ATTACHMENT A**

FISCAL YEAR 2004 EQUIPMENT SCHEDULE
TO THE MASTER MAINTENANCE CONTRACT
BETWEEN
THE STATE OF OHIO,
BY THE
DEPARTMENT OF ADMINSTRATIVE SERVICES,
DIVISION OF COMPUTER AND INFORMATION SERVICES
FOR

**CUSTOMER**

**Contact:** LARRY BEAM

Phone: 614 752-9661 Fax: _____

For: X2102

OHIO DEPARTMENT OF JOBS
Agency, Name/Title of Agency Contact
& FAMILY SERVICES

Address
4300 KIMBERLY PARKWAY
COLUMBUS OHIO 43232
City, State, Zip

**CONTRACTOR**

**Contact:** Ed FRASER

Phone: 800 833-3137 Fax: 410 381-3114

Coverage Period: 07-01-03 thru 06-30-04

Coverage Amount: _____

Agency P.O. Box #: _____

_____, Agrees to provide the remedial and preventative maintenance described in the Master Maintenance Contract for the equipment (the "Equipment") listed below and (Customer") agrees to purchase such maintenance subject to the terms and conditions contained within the Master Maintenance Contract.

| Model Number | Serial Number | Description and Location | Billing Frequency Qty | Unit Rate | Amount |
|---|---|---|---|---|---|
| PLEASE | REFER | TO ATTACHED | SPREAD | SHEET. | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Total Charge $_____ PLEASE SEE ATTACHED SPREAD SHEET

For the Agency:

By: _____

For the Contractor:
Contractor Tax ID Number: 52-1771911

By: _____

**STATE OF OHIO**
**DEPARTMENT OF ADMINISTRATIVE SERVICES**
**SOFTWARE**
**MASTER MAINTENANCE AGREEMENT-FISCAL YEAR 2004**

This Contract is made by and between the State of Ohio, Department of Administrative Services, located at 30 East Broad Street, 40th Floor, Columbus, Ohio 43215 ("Customer"), and Dakota Imaging ("Contractor"), located at 7130 Minstrel Way Columbia, MD. 21045.

1. **DEFINITIONS**

The following terms will have the meanings described below whenever they are used in this Contract:

A. "Software" is software listed on Attachment A and the Equipment's operating system, word processing software, utilities, drivers, communication software and other manufacturer software options that are integrated with Contractor's systems. "Software" does not include compilers, development software or applications unless listed on Attachment A.

B. An "Error" is a malfunction in the Software, excluding all external factors, that prevents the Software from conforming to applicable manufacturer's specifications.

C. An "Update" is a software release that manufacturer has made generally to all customers and that replaces or modifies a prior software release to correct errors or omissions.

D. An "Upgrade" is a software release that the manufacturer has made generally available to all customers that include enhancements, options or new features that improve the Software's performance.

E. "Equipment" means the hardware and items other than Software listed on Attachment A.

F. The term of this Contract is from **July 1, 2003** ("Commencement Date") to **June 30, 2004** ("Expiration Date").

2. **MAINTENANCE SERVICE RESPONSIBILITIES OF CONTRACTOR**

For charges stated on any attached schedule (the "Charges"), Contractor will furnish the following service (the "Maintenance") under the terms and conditions of this Contract.

A. Contractor will provide maintenance services to those sites designated by Customer in the attachments during the term of this Contract.

B. Telephone Support. Contractor will provide reasonable technical telephone consultation concerning the use of any updates, enhancements and corrections to all sites.

C. New Releases. From time to time Contractor may modify or enhance the Software by a new release of the Software. In such case, Contractor shall provide the Customer one copy of every new release of the Software listed in the attached schedules, including all modifications, enhancements and documentation.

D. Contractor will correct errors or replace the Software in a reasonably expeditious manner after notification that a Software correction is required. Failure to comply with this requirement will result in deduction from the maintenance rate for each day the Software in inoperative, computed from the initial downtime notification. The deduction for an inoperative period consisting of a partial day will be prorated.

E Contractor will provide Maintenance for the then-current release and the immediately preceding release of the Software. Contractor will provide maintenance support for the immediately proceeding release for at least six months after a new version is released. After this period Contractor may cancel the Maintenance Services for the immediately preceding release of the Software on sixty (60) days written notice.

3. **SERVICE AVAILABILITY PERIOD**

A. The "Call Window" specified on any attached schedule is the time and days during which the Customer may notify Contractor that the Software is inoperative and during which Contractor will perform the on-site maintenance, excluding Customer holidays.

B. All software on a schedule will have the same Call Window.

C. Repairs and replacements necessitated by any of the items excluded from coverage hereunder will be undertaken by Contractor only on Customer's written approval of estimated additional charges, Customer's Contract to pay the actual charges, and Customer's issuance of a purchase order.

D. Annual maintenance will continue to be available for a minimum of five years after the effective date of this Contract under the same terms and conditions. The State will have the right to participate in the Licensor's annual maintenance program by giving the Licensor annual notice of its intent to do so or by paying the annual fee for the maintenance on or before the due date for the annual payment, but in no event more than sixty (60) days after the due date for the annual payment, but in no event more than sixty (60) days after the due date unless the State pays interest on the late payment in accord with the applicable provisions of the Ohio Revised Code. If the State fails to pay the annual maintenance fee or materially breaches this Contract, then, unless otherwise agreed, the State may not continue to participate in the maintenance program. The Licensor will bill the State annually for maintenance, 60 days in advance of the due date for the maintenance fees, at the Licensor's then-current rates for maintenance, subject to the limitation on increases provided below.

E. The annual maintenance fee will not increase from year to year by more than ten percent over the prior year's annual maintenance fee.

4. **RESPONSIBILITIES OF CUSTOMER**

A. Customer will provide Contractor's personnel reasonable access to the Software at mutually agreed upon times to perform maintenance services (including preventive maintenance). Customer will also provide adequate working space and facilities, including heat, light, ventilation, electric current and outlets and the like for use by Contractor personnel. All such facilities will be within a reasonable distance from the Equipment to be serviced and will be provided at no charge to Contractor.

B. Customer will not perform, attempt to perform, nor cause to be performed, maintenance or repair to the Software during the term of this Contract except simple daily or weekly preventive maintenance on the Software as allowed or reasonably required by Contractor. Customer, at Contractor's request, will maintain the service reports issued by Contractor. Customer, at its own expense, will establish and maintain an environment consistent with the specifications furnished by Contractor for the Software.

5. **PAYMENT DUE DATE**

A. Contractor will invoice Customer on the first day of each month (or each quarter or each year as designated on Equipment Schedule) during the term hereof for the unit amount for the Software specified on Attachment A. If the Commencement Date does not fall on the first day of the month, the amount of the first payment will be prorated based on the number of service days remaining in that month.

B. Payments under this Contract will be due on the 30th calendar day after the later of:

1. The date of actual receipt of a proper invoice in the office designated to receive the invoice, or

2. The date the Service is delivered and accepted.

C. The date of the warrant is issued in payment will be considered the date payment is made.

6. **CONTRACTOR QUARTERLY SALES REPORT**

The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales under this Contract by calendar quarter (i.e., January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the schedule user for the products and services on a schedule contract task or delivery order, as recorded by the Contractor.

The Contractor shall be required to report the quarterly dollar value of sales to the State on a form prescribed by DAS. If no sales occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period.

The Contractor shall also submit a close - out report within one hundred and twenty (120) days after the expiration of this Contract. The contract expires upon the physical completion of the last, outstanding task or delivery order of the Contract. The close - out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close - out report.

The Contractor must forward the Quarterly Sales Report to the Following address:

Department of Administrative Services
Division of Computer and Information Services
Acquisitions Management
30 East Broad Street, Suite 4099
Columbus, Ohio 43215 - 3414

If the Contractor fails to submit sales reports, falsifies sales reports or fails to submit sales reports in a timely manner the State may terminate or cancel this Contract.

7. **CONTRACTOR REVENUE SHARE**

The Contractor must pay the State a revenue share of the sales transacted under this Contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The revenue share equals 1% of the total quarterly sales reported. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering activities.

The Contractor must remit any monies due as the result of the close - out report at the time the close - out report is submitted to DAS.

The Contractor must pay the revenue share amount due by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the following information with the payment:

Applicable State Term Schedule Number, report amount(s), and reporting period covered.

Contractor must forward the check to the following address:

Department of Administrative Services
Office of Finance
30 East Broad Street, Suite 4060
Columbus, Ohio 43215 - 3414

Please make check payable to: Treasurer, State of Ohio.

If the full amount of the revenue share is not paid within thirty (30) calendar days after the end of the applicable reporting period, the non-payment constitutes a contract debt to the State. The State may either initiate withholding or setting off of payments or employ the remedies available under Ohio law for the non-payment of the revenue share

If the Contractor fails to pay the revenue share in a timely manner the State may terminate or cancel this Contract.

8. **INTEREST ON OVERDUE PAYMENTS**

Section 126.30 of the Ohio Revised Code (the "Code") is applicable to this Contract and requires payment if interest on overdue payments for all proper invoices. The interest charge will be at the rate of interest on overdue payments for all proper invoices. The interest charge will be at the rate per calendar month, which equals one-twelfth of the rate per annum prescribed by Section 5703.47 of the Code.

9. **INVOICE REQUIREMENTS**

Invoices must be submitted in an original and three copies of the office designated in the purchase order "bill to address" to receive invoices. A proper invoice must include the following information and/or attached documentation:

A. Name and address of business concern as designated in this Contract.

B. Federal Tax Identification Number of business concern as designated in this Contract.

C. Invoice remittance address as designated in this Contract.

D. The purchase order number authorizing the delivery of equipment, materials, supplies or services.

E. Description including time period, serial number when applicable, unit price, quantity and total price of equipment, materials, supplies or services actually delivered or rendered as specified in the purchase order. If the invoice is for lease purchase, the payment number, e.g., 1 of 36 must also be indicated.

10. **IMPROPER INVOICES**

If an invoice contains a defect or impropriety and/or it is not a proper invoice as defined in this section, a written notification and the improper invoice will be sent to the Contractor at the address designated for receipt of purchase orders within 15 calendar days after receipt of the invoice. The notice will contain a description of the defect or impropriety and any additional information necessary to correct the defect or impropriety. If such notification has been sent, the required payment date will be thirty (30) days after receipt of a proper invoice or product acceptance, whichever is later.

11. **NON-APPROPRIATION OF FUNDS**

Customer's funds are contingent on the availability of lawful appropriations by the Ohio General Assembly. If the Ohio Assembly fails at any time to continue funding for the payments due hereunder, this Contract will terminate as of the date that the funding expires without further obligation of the Customer. Since the current General Assembly cannot commit a future General Assembly to expenditure, if any term of this Contract crosses a State Biennium, this Contract will automatically expire at the end of the current biennium, which is June 30, 2005. **The State, however, may renew this Contract in the next biennium, by issuing written notice to the Contractor of the decision to do so. The expiration and renewal procedure will also apply to the end of any subsequent biennium during which the Contract continues.**

12. **OBM CERTIFICATION**

This Contract is subject to Section 126.07 of the Code, which provides, in part, that orders under this Contract will not be valid unless the Director of the Office of Budget and Management first certifies that there is a balance in the appropriation not already obligated to pay existing obligations.

13. **NOTIFICATION OF PRICE INCREASE**

Notice of any price increases for Maintenance or other charges, as allowed by this Contract, must be submitted to the purchase order bill to address no later than sixty (60) days before the effective date of the price increase. This notification must specify, when applicable, the product serial number, location, current price, increased price and purchase order number.

14. **INDEMNITY**

The Contractor will indemnify the State against all liability or expense resulting from bodily injury to any person (including injury resulting in death) or damage to property arising out of the performance of this Contract, providing such bodily injury or property damage is due to the negligence of the Contractor, its

employees, agents, or subcontractors. The Contractor will also indemnify the State against any claim of infringement of a copyright, patent, trade secret, or similar intellectual property rights based on the State's proper use of any Deliverable under this Contract. This obligation of indemnification will not apply where the State has modified the Deliverable and the claim of infringement, is based on the modification. The state agrees to give the Contractor notice of any such claim as soon as reasonably practicable. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor will do one, (1) of the following four (4) things:

(1) Modify the Deliverable so that is no longer infringing.

(2) Replace the Deliverable with an equivalent or better item.

(3) Acquire the right for the State to use the infringing Deliverable as it was intended for the State to use under this Contract; or

(4) Remove the Deliverable and refund the fee the State paid for the Deliverable and the fee for any other Deliverable that required the availability of the infringing Deliverable for it to be useful to the State.

**15. GENERAL WARRANTIES**

The Contractor warrants that the recommendations, guidance, and performance of the Contractor under this Contract will: (1) be in accordance with sound professional standards and the requirements of this Contract and without any defects; (2) unless otherwise provided in Exhibit I, be the work of solely of the Contractor; and (3) no Software will infringe on the intellectual property rights of any third party.

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that: (1) the Contractor has the right to enter into this Contract; (2) the Contractor has not entered into any other contracts or employment relationships that restrict that the Contractor's ability to perform the contemplated services; (3) the Contractor will observe and abide by all applicable laws and regulations, including those of the Customer regarding conduct on any premises under the Customer's control; (4) the Contractor has good and marketable title to any goods delivered under this Contract and in which title passes to the Customer; (5) the Contractor has the right and ability to grant the license granted in any Software in which title does not pass to the Customer; (6) the Contractor further warrants that the Software is merchantable and fit for its intended use.

The warranty regarding professionalism and material defects is a one-year warranty. All other warranties will be continuing warranties. If any portion of the Software or Hardware fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor will correct such failure with all due speed or will refund the amount of the compensation paid for such portion of the Software or Hardware. The Contractor will also indemnify the Customer for any direct damages and claims by third parties based on a breach of these warranties. This obligation of indemnification will not apply where the Customer has modified or misused the Software and the claim is based on the modification or misuse.

**15.1 SOFTWARE WARRANTY**

On delivery and for twelve (12) months after the date of acceptance of any Software, the Contractor warrants as to all Software developed under this Contract that: (a) the Software will operate on the computer(s) for which the Software is intended in the manner described in the relevant Software documentation, the Contractor's proposal, and Exhibit I; (b) the Software will be free of any material defects; (c) the Contractor will deliver and maintain relevant and complete Software documentation, commentary, and source code; and (d) the source code language used to code the Software is readily available in the commercial market, widely used and accepted for the type of programming involved, and support programming in the language is reasonably available in the open market; and (e) the Software and all maintenance will be provided in a professional, timely, and efficient manner.

**15.2 SOFTWARE MAINTENANCE**

During the warranty period, the Contractor will correct any material programming errors that are attributable to the Contractor within a reasonably period of time, provided that the Customer notifies the Contractor, either orally or in writing, of a problem with the Software and provides sufficient information for the Contractor to identify the problem.

The Contractor's response to a programming error will depend upon the severity of the problem. In the case of programming errors that slow the processing of data by a small degree, render minor and non-critical functions of the System inoperable or unstable, or require users of administrators to employ work-around to fully use the Software, Contractor will respond to the request for resolution within four (4) business hours and begin working on a proper solution within one (1) business day, dedicating the resources of on (1) qualified programmer full-time to fixing of the problem. In the case of any defects with more significantly slow processing of data, the Contractor will respond within two (2) business hours of notification and, if requested, provide on-site assistance and dedicate all available resources to resolving the problem.

**15.3 PRINCIPAL PERIOD OF MAINTENANCE**

Maintenance will be available nine working hours per weekday, between 8:00 a.m. and 5:00 p.m. Eastern Standard Time. Travel time and expenses related to remedial and preventive maintenance will not be considered billable but will be included in the Contractor's firm, fixed Fee for the Project during the warranty period and a part of the annual maintenance fee during later annual maintenance periods.

**15.4 MAINTENANCE ACCESS**

The Contractor will keep the Software or Hardware in good operating condition during the warranty period and any annual maintenance period during which the Customer contracts for continued maintenance and the Customer will provide the Contractor with reasonable access to the Software or Hardware to perform maintenance. All maintenance that requires the Software or Hardware to be inoperable must be performed outside the Customer's customary working hours except when the Software or Hardware is already inoperable. Preventative or scheduled maintenance will be performed at mutually agreeable times, within the parameters of the manufacturer's published schedule.

**16. CONFIDENTIALITY**

The State may disclose to the Contractor written material or oral or other information that the State treats as confidential ("Confidential Information). Title to the Confidential Information and all related materials and documentation the State delivers to the Contractor will remain with the State. The Contractor agrees to treat such Confidential Information as secret if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of the public, other contractors or potential contractors with the State, or individuals or organizations about whom the State keeps information. The Contractor agrees not to disclose any Confidential Information to third parties and to use it solely to perform under this Contract.

The State acknowledges that, in connection with this Agreement and its relationship with Contractor, it may obtain information relating to the Products or to Contractor that is of a confidential and proprietary nature ("Confidential Information"). Such Confidential Information may include, but is not limited to, trade secrets, know how, inventions, techniques, processes, programs, schematics, software source documents, data, financial information, and sales and marketing plans or information which the State knows or has reason to know is confidential, proprietary or trade secret information of Contractor. The State shall at all times, both during the term of this Agreement and for a period of at least three (3) years after its termination, keep in trust and confidence all such Confidential Information, and shall not use such Confidential Information other than as expressly authorized by Contractor under this Agreement, nor shall the State disclose any such Confidential Information to third parties without Contractor's written consent.

The parties' obligation to maintain the confidentiality of the Confidential Information will not apply where such: (1) was already in the possession of the Receiving Party before disclosure by the Disclosing Party, and was received by the Receiving Party without obligation of confidence; (2) is independently developed by the Receiving Party, provided documentary evidence exists to support the independent development; (3) is or becomes publicly available without breach of this Contract; (4) is rightfully received by the Receiving Party from a third party without obligation of confidence; (5) is disclosed by the Receiving Party with the written consent of the Disclosing Party; or (6) is released under a valid order of a court or governmental agency, provided that the Receiving Party (a) notifies the Disclosing Party of the order immediately upon receipt of it and (b) makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production. The Receiving Party will return all originals of any Confidential Information and destroy any copies it has made for its own internal use on termination or expiration of this Contract or as requested by the Disclosing Party.

The parties agree that the disclosure of the Confidential Information of the Disclosing Party in a manner inconsistent with the terms of this provision may cause the Disclosing Party irreparable damage for which remedies other than injunctive relief may be inadequate, and each Receiving Party agrees that in the event of a breach of the Receiving Party's obligations hereunder, the Disclosing Party shall be entitled to temporary and permanent injunctive relief to enforce the provisions hereof without the necessity of proving actual damages. This provision shall not, however, diminish or alter any right to claim and recover damages.

**17. LIMITATION OF LIABILITY**

NOTWITHSTANDING ANY LIMITATION PROVISIONS CONTAINED IN THE DOCUMENTS AND MATERIALS INCORPORATED BY REFERENCE INTO THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF THE PARTIES HAD BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

2. THE CONTRACTOR FURTHER AGREES THAT THE CONTRACTOR SHALL BE LIABLE FOR ALL DIRECT DAMAGES DUE TO THE FAULT OR NEGLIGENCE OF THE CONTRACTOR.

**18. DELIVERIES**

All deliveries shall be F.O.B. Destination.

**19. HEADINGS**

The headings used in this Contract are for convenience only and will not be used in interpreting this Contract.

**20. ASSIGNMENT**

Neither party will assign this Contract without the written consent of the other party.

**21. GOVERNING LAW**

This Contract will be governed by and construed in accordance with Ohio law.

**22. TAXES**

The Customer is exempt from all State and local taxes, and does not agree to pay any taxes.

**23. EXCUSABLE DELAY (FORCE MAJEURE)**

Neither party to this Contract will be responsible for failure to perform service due to causes beyond its control, including, but not limited to, work stoppages, fires, floods, civil disobediences, riots, rebellions acts of God and similar occurrences.

**24. ENTIRE CONTRACT**

This contract document contains the entire Contract between Contractor and Customer relating to maintenance service on the Equipment and supersedes any other Contracts, written or oral.

**25. NOTICES**

All notices, requests and other communications pursuant to this Contract will, unless otherwise provided herein, be in writing and will deemed to have been duly given on the date of service, if served personally, or three days after mailing, if mailed by first class mail, postage prepaid, to the address of the parties set forth in the attached Equipment Schedule.

**26. SEVERABILITY**

If any provision of this Contract is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Contract will remain in full force and affect to the extent that such does not create an absurdity.

**27. EQUAL EMPLOYMENT OPPORTUNITY**

A. In carrying out this Contract, the Contractor may not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin,

disability, age or Vietnam-era status ("Protected Status"). The Contractor will ensure that applicants are hired and that employees are treated during employment without regard to their Protected Status.

B. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that Contractor complies with all applicable Federal and state non-discrimination laws. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to their Protection Status. Contractor will incorporate the requirements of this Section in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

**28. DRUG FREE WORKPLACE**

Contractor agrees to comply with all applicable state and Federal laws regarding drug-free workplace. Contractor will make a good faith effort to ensure its employees, while working on state property, will not possess or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

**29. CERTIFICATION OF COMPLIANCE WITH OHIO ETHICS AND ELECTIONS LAW REQUIREMENTS FOR NONCOMPETITIVE BID CONTRACTS**

A. Contractor by signature on this Contract certifies that Contractor is currently in compliance and will continue to adhere to adhere to the requirements of Ohio ethics laws on Section 102.03 and 102.04 of the Code.

B. The Contractor affirms that, as applicable to the Contractor, no party listed in Division (I) or (J) of Section 3517.13 of the Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of $1,000.00 to the Governor or to his campaign committees.

**TO SHOW THEIR AGREEMENT,** the parties have executed this Contract. This Contract becomes effective either on the 1st day of July 2003, or in the alternative on the date of signature by the Customer.

This Contract may be renewed for another one-year term upon the written, mutual agreement of the parties.

ACCEPTED BY:

**CONTRACTOR**

Sandeep Goel
Signature

SANDEEP GOEL / PRES. & CEO
Printed Name/Title

6/25/03
Date

Contractor Tax ID Number 52-1771911

ACCEPTED BY:

**THE STATE OF OHIO,**
**DEPARTMENT OF ADMINISTRATIV SERVICES**
**30 EAST BROAD STREET, 40TH FLOOR**
**COLUMBUS, OHIO 43215**

C. Scott Johnson /MPE
Signature

C. Scott Johnson
Director

6/27/03
Date

Revised: 5/20/03

**ATTACHMENT A**
FISCAL YEAR 2004 EQUIPMENT SCHEDULE
TO THE MASTER MAINTENANCE CONTRACT
BETWEEN
THE STATE OF OHIO,
BY THE
DEPARTMENT OF ADMINSTRATIVE SERVICES,
DIVISION OF COMPUTER AND INFORMATION SERVICES
FOR

**CUSTOMER**

**Contact:** LARRY BEAM
Phone: 614 752-9661 Fax: _____
For: X2102

OHIO DEPARTMENT OF JOBS
Agency, Name/Title of Agency Contact
& FAMILY SERVICES

Address
4300 KIMBERLY PARKWAY
COLUMBUS OHIO 43232
City, State, Zip

**CONTRACTOR**

**Contact:** Ed FLAKER
Phone: 800 833-3137 Fax: 410 381-3114

Coverage Period: 07-01-03 thru 06-30-04

Coverage Amount: _____

Agency P.O. Box #: _____

_____, Agrees to provide the remedial and preventative maintenance described in the Master Maintenance Contract for the equipment (the "Equipment") listed below and (Customer") agrees to purchase such maintenance subject to the terms and conditions contained within the Master Maintenance Contract.

| Model Number | Serial Number | Description and Location | Billing Frequency Qty | Unit Rate | Amount |
|---|---|---|---|---|---|
| PLEASE REFER TO ATTACHED SPREAD SHEET. | | | | | |
| | | | | | |
| | | | | | |
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| | | | | | |
| | | | | | |
| | | | | | |

Total Charge $_____ PLEASE SEE ATTACHED SPREAD SHEET

For the Agency:

By: _____

For the Contractor:
Contractor Tax ID Number: 52-1771911

By: _____