

STATE TERM CONTRACT

THIS CONTRACT (the "Contract") is between the State of Ohio ("State"), through its Department of Administrative Services, Office of State Purchasing, at 4200 Surface Road, Columbus, Ohio, 43228 and: CampusEAI ("Contractor"), with offices at 1940 East 6th Street, 11th Floor, Cleveland, Ohio 44114-2225.

BACKGROUND

The State recognizes that it is sometimes advantageous to do business with some manufacturers under a State term contract rather than through a competitive bidding or proposal process. In such cases, the State may enter into a contract with the manufacturer provided that the manufacturer offers its products and ancillary services at the same prices that the manufacturer offers those products and services to the US Government under the GSA's Multiple Award Schedule program or SmartBuy program. Or if the manufacturer has no contract under the GSA's Multiple Award Schedule program or SmartBuy program, the State will accept the pricing the manufacturer offers to its distributors. Further, if the manufacturer has no GSA Multiple Award Schedule or SmartBuy contract and no distributors, the State may accept the prices that the manufacturer offers to its most favored customers for each product or service.

The State also recognizes that some manufacturers work primarily through dealers for various reasons, including offering customers better support through dealers that have a local presence in a service area. Because of this, the State may sometimes agree to work directly with a manufacturer's dealers.

However, if the Contractor is not the manufacturer of the products or services under this Contract, the Contractor must submit a letter from the manufacturer that assures the State that the Contractor is an authorized dealer in the manufacturer's products or services. The letter also must assure the State that the Contractor will have sufficient quantities of the offered products for the duration of the Contract to meet the State's needs under the Contract during the initial term and any extensions. Further, the letter must identify each of the manufacturer's product and service that the Contractor will supply under this Contract. The letter also must contain an assurance of the availability through the dealer of repair services and spare parts for products covered by this Contract for five years from the date of purchase. It also must contain an assurance that software maintenance will be available under the terms of this Contract either from the dealer or the manufacturer for six years from the date of acceptance. (This assurance is not necessary for PC and PC-based server software with a perpetual license fee of less than \$10,000.00 per copy.) The dealer must submit the letter, signed by an authorized representative of the manufacturer, with the executed copies of this Contract.

This Contract establishes terms and conditions under which State agencies (including any board, instrumentality, commission, or other political body) and Ohio political subdivisions, such as counties, municipalities, and townships, may acquire the Contractor's products or services at the pricing identified below. This Contract, however, only permits such; it is not a requirements contract and does not obligate any State agency or political subdivision to acquire the Contractor's products or services.

TERMS AND CONDITIONS

1 - TERM

- 1.1 TERM.** This Contract is effective on the date the State's duly authorized representative executes it, as evidenced by the date appearing with the representative's signature, below. Unless this Contract is terminated or expires without renewal, it will remain in effect until the end of the State's current fiscal biennium, which is June 30, 2009. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State paid for before termination or limit the State's rights in such.

2 - PRICING AND PAYMENT

- 2.1 CERTIFICATION OF ACCURACY.** By checking one of the following three items, the Contractor certifies that the Contractor's prices under this Contract are:

The prices at which the Contractor currently offers each product and service to the US Government under the GSA's Multiple Award Schedule program;

The prices at which the Contractor currently offers each product and service to the US Government under the GSA's SmartBuy program; or

- X The best prices at which the Contractor has offered each product and service to its most favored customers within one year before the date the Contractor executed this Contract or adds the product or service to this Contract, whichever is later.

If the Contractor is offering prices based on its most favored customer prices, the Contractor represents that it does not have a GSA Multiple Award Schedule or SmartBuy contract.

If the Contractor has submitted a manufacturer's letter to certify that the Contractor is an authorized dealer for the manufacturer, the Contractor represents that the information in the letter is accurate and that a duly authorized representative of the manufacturer signed the letter.

The Contractor further certifies that the above representations will apply and be true with respect to all future pricing information submitted to revise this Contract.

- 2.2 PRICE ADJUSTMENTS.** If the Contractor has relied on its GSA Multiple Award Schedule pricing or its GSA SmartBuy pricing, the State will be entitled to any price decreases that the Contractor offers to the GSA for any of its products and services during the term of this Contract. The Contractor must notify the State of any reduction in its GSA Multiple Award Schedule or SmartBuy pricing within 30 days of its occurrence and immediately reduce the price of the affected products or services to the State under this Contract.

If the Contractor has relied on its best customer pricing, the State will be entitled to a price decrease any time the Contractor or any of its dealers or distributors under this Contract sells a product or a service to any of its customers for less than the price agreed to between the State and the Contractor under this Contract. Any time the Contractor or any of its dealers or distributors under Section 3.1 of this Contract sells a product or provides a service to any customer for less than it is then available to the State under this Contract, the Contractor must notify the State of that event within 30 days of its occurrence and immediately reduce the price of the affected products or services to the State under this Contract.

The Contractor also must notify the State within 30 days of any general reduction in the price of any product or service covered by this Contract, even if the general reduction does not place the price of the product or service below the price available to the State under this Contract. The purpose of this notice of a general reduction in price is to allow the State to assess the value the State believes it is receiving under this Contract in light of the general reduction. If the State believes it is appropriate, the State may ask to renegotiate the Contract price for the products and services affected by the general reduction in price. If the Contractor and the State cannot agree on a renegotiated price, then on written notice to the Contractor, the State may immediately remove the affected products and services from this Contract.

- 2.3 PRICELIST.** The Contractor's pricelist for the products and services that the Contractor may provide to the State under this Contract is attached as Exhibit I. For convenience, those products and services are called "Deliverables" in this Contract. Any custom materials resulting from the Contractor's services also are called "Deliverables" in this Contract. The Contractor may not provide any other Deliverables under this Contract without a prior written amendment to this Contract that both the State and the Contractor have signed. Furthermore, the Contractor may not charge the State greater prices for these Deliverables than the prices on the Exhibit I. If Exhibit I contains or incorporates by reference any terms or conditions other than a description of the scope of license for software, a description of the Contractor's products and services, and the prices for those products and services, those terms or conditions are excluded from this Contract and are of no effect. Exhibit I is identified as the following pricelist:

CampusEAI - Solutions and Services Pricelist April 1, 2008

The Contractor will not sell to the State any notebook computers with less than a 1.60 GHz internal clock speed. Additionally, the Contractor will not sell to the State any PCs or servers using CPUs with less than a 3.0 GHz internal clock speed. Additionally, the Contractor will not sell to the State any term software

licenses. And except in the case of operating systems licensed in conjunction with desktop PCs, notebook computers, PDAs, and similar personal computing devices that the OEM does not distribute without an operating system, the Contractor will not sell or license any Microsoft software to the State. If any of the foregoing items are listed in the Contractor's pricelist, they are deleted for purposes of this Contract.

2.4 PAYMENT DUE DATE. Payments will be due on the 30th day after the later of:

- (a) The date the State actually receives a proper invoice at the office designated in the applicable purchase order to receive it; or
- (b) The date the State accepts the Deliverable.

The date the State issues a warrant (the State's equivalent to a check) in payment of an invoice will be considered the date payment is made. Without diminishing the Contractor's right to timely payment, the payment will be overdue only if it is not received by the 30th day after the payment's due date. If the State has not issued payment by then, interest will begin to accrue under Ohio Revised Code (the "Code") § 126.30.

2.5 INVOICE REQUIREMENTS. The Contractor must submit an original invoice with three copies to the office designated in the purchase order as the "bill to" address. To be a proper invoice, the invoice must include the following information:

- (a) Name and address of the Contractor as designated in this Contract;
- (b) The Contractor's federal tax identification number as designated in this Contract;
- (c) The Contractor's invoice remittance address as designated in this Contract;
- (d) The purchase order number authorizing the delivery of the Deliverables;
- (e) A description of the Deliverables, including, as applicable, the time period, serial number, unit price, quantity, and total price of the Deliverables; and

If an authorized dealer has fulfilled the purchase order, then the dealer's information should be supplied in lieu of the Contractor's information. If an invoice does not meet this section's requirements, or if the Contractor fails to give proper notice of a price increase (see the next section), the State will send the Contractor written notice. The State will send the notice, along with the improper invoice, to the Contractor's address designated for receipt of purchase orders within 15 days. The notice will contain a description of the defect or impropriety and any additional information the Contractor needs to correct the invoice. If such notification has been sent, the payment due date will be 30 days after the State receives a proper invoice and has accepted the Contractor's Deliverable.

2.6 OHIO PAYMENT CARD. Participating State agencies issuing orders under this Contract may use the Ohio Payment Card. Such purchases may not exceed \$2,500 unless the Office of Budget and Management ("OBM") has authorized the agency to exceed this limit. If OBM increases the dollar limit for payment cards for all State agencies, the State will post notice of that on its Procurement Website. Participating State agencies are required to use the Ohio Payment Card in accordance with OBM's current guidelines for the Ohio Payment Card and the agency's approved plan filed with the OBM. The Contractor may process a payment in the payment card network only upon delivery and acceptance of the applicable Deliverables. For partial deliveries or performance, the Contractor may process a payment for the amount delivered or completed only and not for the entire amount ordered by the ordering agency. Upon completion of the delivery of remaining Deliverables, the Contractor may process a payment request in the payment card network for the remainder of the order. The Contractor should receive payment through its merchant bank within the time agreed upon between the Contractor and its merchant bank. The Contractor should expect normal processing fees from its merchant bank for payment card transactions, which the Contractor may not pass on to the State.

2.7 NON-APPROPRIATION OF FUNDS. The State's funds are contingent on the availability of lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails to continue funding for any payments due hereunder, the order or orders under this Contract that are affected by the lack of funding will terminate as of the date that the funding expires, and the State will have no further obligation to make any payments with respect to the affected order or orders.

- 2.8 OBM CERTIFICATION.** This Contract is subject to Code § 126.07. Any orders under this Contract are void until the Director of the OBM certifies that there is a balance in the appropriation available to pay for the order.
- 2.9 CONTROLLING BOARD AUTHORIZATION.** The State's obligations under this Contract are subject to the Ohio Controlling Board continuing to authorize the State's use of its term contracts program. If the Ohio Controlling Board fails to authorize or withdraws its authorization for this program, this Contract will terminate immediately, and the Contractor may not take any more orders under it.
- 2.10 TRAVEL EXPENSES.** Any travel that the Contractor requires to perform its obligations under this Contract will be at the Contractor's expense. The State will pay for any additional travel that it requests only with prior written approval. The State will pay for all additional travel expenses that it requests in accordance with OBM's travel policy in Rule 126-1-02 of the Ohio Administrative Code (the "Administrative Code").
- 2.11 TAXES.** The State is exempt from all sales, use, excise, and property taxes and will not pay any such taxes. To the extent sales, use, excise, or any similar taxes are imposed on the Contractor in connection with any Deliverable, the Contractor must pay those taxes together with any interest and penalties not successfully disputed with the taxing authority.
- 2.12 OFFSET.** The State may set off any amounts the Contractor owes to the State under this or other contracts against any payments due from the State to the Contractor under this or any other contracts with the State.

3 - CONTRACT ADMINISTRATION

- 3.1 DEALERS AND DISTRIBUTORS.** The State authorizes the Contractor to name one or more dealers to work with the State on behalf of the Contractor. But if the Contractor decides to use any dealers, the Contractor must submit the name, principal business address, addresses for purchase orders and for payments, telephone number, and its federal tax identification number. The Contractor also must submit a completed W9 form for each dealer it wishes to name under this section. The Contractor's submission must be on its official letterhead, signed by an authorized representative, and addressed to the Deputy State Chief Information Officer, Office of Information Technology.

In doing so, the Contractor warrants that:

- (a) The Contractor has provided the dealer with a copy of this Contract, and a duly authorized representative of the dealer has agreed, in writing, to be bound by the terms and conditions in this Contract.
- (b) Such agreement specifically provides that it is for the benefit of the State as well as the Contractor.
- (c) The Contractor will remain liable under this Contract for the services of any dealer and will remedy any breach of the dealer under this Contract.
- (d) Payments under this Contract for the services of any dealer may be made directly to that dealer, and the Contractor will look solely to the dealer for any payments due to the Contractor once the State has paid the dealer.
- (e) To the extent that there is any liability to the State arising from doing business with a dealer that has not signed the agreement required under this section with the Contractor, the Contractor will indemnify the State for such liability.

If the Contractor wants to designate a dealer that will not receive payments (a "distributor"), the Contractor may do so by identifying the person or organization as a distributor in the authorizing letter. In such cases, information regarding taxpayer identification and payment addressing may be omitted, as may the distributor's W9 form. All other requirements and obligations for designating a dealer apply to designating a distributor.

The State strongly encourages the participation of small and disadvantaged businesses in its contracting programs and has created a certification program to Encourage Diversity Growth and Equity (EDGE) in State contracting. State agencies are instructed to include in their procurements such participation,

including through the use of State Term Schedule contracts that are either held by EDGE businesses or that offer the opportunity to work with EDGE dealers or distributors.

- 3.2 AUDITS.** During the term of this Contract and for three years after termination, on reasonable notice and during customary business hours, the State may audit the Contractor's records and other materials that relate to the Deliverables and to the pricing representations that the Contractor has made to acquire this Contract. This audit right also will apply to the State's duly authorized representatives and any organization providing funding for any Deliverable.

Unless it is impracticable to do so, all records related to this Contract must be kept in a single location, either at the Contractor's principle place of business or the facilities where the Contractor substantially performed under this Contract. If this is not practical, the Contractor must assume the cost of collecting, organizing, and relocating the records, along with any technology needed for accessing the records, to its office nearest Columbus, Ohio whenever the State or any entity with audit rights requests access to the records. The Contractor must do so within 15 days of receiving the State's written notice of its intent to audit the Contractor's records and must notify the State as soon as the records are ready for audit.

If any audit reveals any material misrepresentation or overcharge to the State, the State will be entitled to recover its damages, including the cost of the audit.

- 3.3 INSURANCE.** The Contractor must provide the following insurance coverage at its own expense throughout the term of this Contract:

- (a) Workers' compensation insurance, as required by Ohio law, and if some work will be done outside Ohio, the laws of the appropriate states where work will be done. The Contractor also must maintain employer's liability insurance with at least a \$1,000,000.00 limit.
- (b) Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, and property damage. The defense cost must be outside of the policy limits. Such policy must designate the State of Ohio as an additional insured, as its interest may appear. The policy also must be endorsed to include a blanket waiver of subrogation. At a minimum, the limits of the insurance must be:

- \$ 2,000,000 General Aggregate
- \$ 2,000,000 Products/Completed Operations Aggregate
- \$ 1,000,000 Per Occurrence Limit
- \$ 1,000,000 Personal and Advertising Injury Limit
- \$ 100,000 Fire Legal Liability
- \$ 10,000 Medical Payments

The policy must be endorsed to provide the State with 30-days prior written notice of cancellation or material change to the policy. And the Contractor's Commercial General Liability must be primary over any other insurance coverage.

- (c) Commercial Automobile Liability insurance with a combined single limit of \$500,000.
- (d) Professional Liability insurance covering all staff with a minimum limit of \$1,000,000 per incident and \$3,000,000 aggregate. If the Contractor's policy is written on a "claims made" basis, the Contractor must provide the State with proof of continuous coverage at the time the policy is renewed. If for any reason the policy expires, or coverage is terminated, the Contractor must purchase and maintain "tail" coverage through the applicable statute of limitations.

All certificates must be in a form that is reasonably satisfactory to the State as to the contents of the policies and the quality of the insurance carriers. All carriers must have at least an "A-" rating by A.M. Best.

- 3.4 CONTRACT COMPLIANCE.** Any State agency that uses this Contract will be responsible for the administration of this Contract with respect to the orders that it places and may monitor the Contractor's performance and compliance with this Contract. If an agency becomes aware of any noncompliance with the terms of this Contract or the specifications of an order, the agency may document the noncompliance and give the Contractor written notice of the noncompliance for immediate correction. If the Contractor fails to cure the noncompliance, the agency may notify the State through the Department of Administrative Services, Office of State Purchasing Contract Management, by executing a Complaint to Vendor form to help resolve the issue. Should the State determine that the form identifies an uncured breach of this Contract, the State may terminate this Contract and seek such other remedies as may be available to it.
- 3.5 POLITICAL SUBDIVISIONS.** Ohio political subdivisions, such as Ohio cities, counties, and townships ("Political Subdivisions"), may rely on this Contract. Whenever a Political Subdivision relies on this Contract to issue a purchase order, the Political Subdivision will step into the shoes of the State under this Contract for purposes of its order, and, as to the Political Subdivision's order, this Contract will be between the Contractor and the Political Subdivision. The Contractor must look solely to the Political Subdivision for performance, including but not limited to payment, and must hold the State harmless with regard to such orders and the Political Subdivision's performance. But the State will have the right to terminate this Contract and seek such remedies on termination as this Contract provides should the Contractor fail to honor its obligations under an order from a Political Subdivision. Nothing in this Contract requires the Contractor to accept an order from a Political Subdivision, if the Contractor reasonably believes that the Political Subdivision is or will be unable to perform its obligations in relation to that order.
- 3.6 RECALLS.** If a Deliverable is recalled, seized, or embargoed, or if the Contractor, a manufacturer, packer, processor, or regulatory body finds that a Deliverable has been misbranded, adulterated, or is unsafe, the Contractor must notify the State, through the Department of Administrative Services, Office of State Purchasing Contract Management, as well as all agencies that have ordered the Deliverable, within ten business days after the Contractor learns of any of the above events. At the option of the State, the Contractor must either reimburse the State for the purchase price of each affected Deliverable or provide an equal or better replacement for each Deliverable at no additional cost to the State. The Contractor also must remove and replace all affected Deliverables within a reasonable time, as determined by the State. Further, at the option of the State, the Contractor may be required to reimburse the State for storage costs and handling fees, which the State may calculate from the time of delivery of each affected Deliverable to the Deliverable's actual removal. Furthermore, the Contractor must bear all costs associated with the removal and proper disposal of the affected Deliverables. The State will treat any failure to refund the purchase price or provide a suitable replacement within a reasonable time, not to exceed 30 days, as a default.
- 3.7 TERMINATION.** The State may terminate this Contract or any order under this Contract if the Contractor defaults in meeting its obligations and fails to timely cure its default. The State also may terminate this Contract or any order under it if a petition in bankruptcy is filed by or against the Contractor and not dismissed within 60 days. And the State may terminate this Contract or any order under it if the Contractor violates any law or regulation while performing under this Contract or if it appears to the State that the Contractor's performance is substantially endangered through no fault of the State. In all of the foregoing cases, the termination will be for cause.

On written notice, the Contractor will have 30 days to cure any breach of its obligations under this Contract, provided the breach is curable. If the Contractor fails to cure the breach within 30 days after written notice or if the breach is not one that is curable, the State will have the right to terminate this Contract, the applicable orders, or both immediately upon written notice to the Contractor. Some provisions of this Contract may provide for a shorter cure period than 30 days or for no cure period at all. Those provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.

The State also may terminate this Contract in the case of breaches that are cured within 30 days but are persistent. "Persistent" in this context means that the State has notified the Contractor in writing of the Contractor's failure to meet any of its obligations two times. After the second such notice, the State may terminate this Contract without a cure period if the Contractor again fails to meet any obligation. The three defaults do not have to relate to the same obligation or type of failure.

The State also may terminate this Contract or any order under this Contract for its convenience and without cause. And the State may terminate this Contract or any order under it if the Ohio General Assembly fails to appropriate funds for any order under this Contract. Further, if a third party is providing funding for an order, the State also may terminate this Contract or any order under it should that third party fail to release any funds related to this Contract or an order under it.

Any notice of termination will be effective as soon as the Contractor receives it. On receipt of the notice of termination, the Contractor will immediately cease all work on any Deliverables affected by the termination and take all steps necessary to minimize any costs the Contractor will incur related to the affected orders. The Contractor also must immediately prepare a report and deliver it to the State. The report must detail all open orders at the time of termination.

If the State terminates this Contract or any order for cause, it will be entitled to cover for the affected orders by using another vendor or vendors on such commercially reasonable terms and conditions as it and the covering vendors may agree. The Contractor will be liable to the State for all costs related to covering for the affected orders to the extent that such costs exceed the costs that the State would have incurred under this Contract for those orders. The Contractor also will be liable for any other direct damages resulting from its breach of this Contract or other event leading to termination for cause.

If the termination is for the convenience of the State, the Contractor will be entitled to compensation for any Deliverable that the Contractor has delivered before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only once the Contractor has submitted a proper invoice for such, with the invoice reflecting the amount the State determines that it owes the Contractor.

- 3.8 EXCUSABLE DELAY.** Neither party will be liable for any delay in its performance under this Contract that arises from causes beyond its reasonable control and without its negligence or fault. The delayed party must notify the other promptly of any material delay in performance and must specify in writing the proposed revised performance date as soon as practicable after notice of delay. For any such excusable delay, the date of performance or delivery will be extended for a period equal to the time lost by reason of the excusable delay. The delayed party also must describe the cause of the delay and what steps it then is taking or will take to remove the cause. The delayed party may not rely on a claim of excusable delay to avoid liability for a delay if the party has not taken commercially reasonable steps to mitigate or avoid the delay.
- 3.9 INDEPENDENT STATUS.** The parties will be acting as independent entities. The partners, employees, officers, directors, and agents of one party may only act in the capacity of representatives of that party and not as employees, officers, directors, or agents of the other party and will not be deemed as such for any purpose. Each party assumes full responsibility for the actions of its partners, employees, officers, directors, and agents while performing under this Contract and will be solely responsible for paying those people. Additionally, each party will be solely responsible for withholding and paying social security and income taxes, making workers' compensation contributions, paying disability benefits, and providing fringe benefits, if any, for its partners, employees, officers, directors, and agents, and neither party may legally bind the other party in any manner.
- 3.10 LOCATION OF SERVICES AND DATA.** As part of this Contract, the Contractor must disclose the following:
- (a) All locations where any services will be performed;
 - (b) All locations where any State data applicable to the Contract will be maintained or made available; and
 - (c) The principal place of business for the Contractor and all its subcontractors.

The Contractor may not change any location where any services are performed to a location outside the country of the original location or change any location where the data is maintained or made available to any other location outside the country of the original location without prior written approval of the State, which the State will not be obligated to provide.

4 - DELIVERY AND ACCEPTANCE

4.1 ACCEPTANCE. The acceptance procedure for Deliverables will be an informal review by the agency acquiring the Deliverables to ensure that each Deliverable meets the warranties in this Contract. The State will have up to 30 days after installation to do this. The State will not issue a formal letter of acceptance, and passage of 30 days will imply acceptance, though the State will issue a notice of noncompliance if a Deliverables does not meet the warranties in this Contract.

If the State issues a noncompliance letter, the Contractor will have 30 days to correct the problems listed in the letter. If the Contractor fails to do so, the Contractor will be in default without a cure period. If the State has issued a noncompliance letter, the Deliverable will not be accepted until the State issues a letter of acceptance indicating that each problem noted in the noncompliance letter has been cured. If the problems have been fixed during the 30-day period, the State will issue the acceptance letter within 15 days after all defects have been fixed.

4.2 TITLE. Title to any Deliverable will pass to the State only on acceptance of the Deliverable, and all risk of loss will remain with the Contractor until title to the Deliverable passes to the State.

4.3 DELIVERIES. The Contractor must make all deliveries F.O.B. destination.

5 - INTELLECTUAL PROPERTY

5.1 COMMERCIAL MATERIAL. As used in this section, "Commercial Material" means anything that the Contractor or a third party has developed at private expense and that is commercially available in the marketplace, subject to intellectual property rights, and readily susceptible to copying through duplication on magnetic media, paper, or other media. Examples include the written reports, books, pictures, videos, movies, computer programs, source code, and documentation.

Any Commercial Material that the Contractor intends to deliver as a Deliverable must have the scope of the license granted in such material disclosed in an Exhibit to this Contract, if that scope of license is different than the scope of license contained in this section for Commercial Materials.

Except for Commercial Material that is software ("Commercial Software"), if the Commercial Material is copyrighted and published material, then the State will have the rights permitted under the federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material is patented, then the State will have the rights permitted under the federal patent laws for each copy of the Commercial Material delivered to it by the Contractor.

For Commercial Software, the State will have the following, perpetual rights, subject to the next paragraph. The State may:

- (1) Use and copy the Commercial Software for use in or with the computer or computers for which it was acquired, including use at any State installation to which such computer or computers may be transferred;
- (2) Use or copy the Commercial Software for use with a backup computer for disaster recovery and disaster recovery testing purposes or if any computer for which it was acquired is inoperative;
- (3) Reproduce the Commercial Software for archival, image management, and backup purposes;
- (4) Modify, adapt, and combine the Commercial Software with other computer software, provided that the modified, combined, and adapted portions of the derivative software incorporating any of the Commercial Software will be subject to same restrictions on use;

- (5) Disclose to and reproduce the Commercial Software for use on behalf of the State by support service contractors or their subcontractors, subject to the same restrictions on use; and
- (6) Use or copy the Commercial Software for use with a replacement computer.

In the case of any other scope of license (e.g., MIPs, tier, concurrent users, enterprise, site, or otherwise), the foregoing will apply except as expressly modified by the applicable license description, which must be incorporated as part of Exhibit I. If the Contractor provides greater license rights in an item included in Exhibit I to its general customer base for the Software's list price, those additional license rights also will be provided to the State without additional cost or obligation. No license description may reduce the rights in items 1 through 6 above; it may only define the extent of use, if the use is other than a CPU license.

The State will treat any Commercial Software as Confidential Information, in accordance with the requirements of the Confidential Information section of this Contract, if the Commercial Software is clearly and conspicuously labeled as confidential or secret.

- 5.2 CUSTOM DELIVERABLES.** All custom work done by the Contractor and covered by this Contract will belong to the State, with all rights, title, and interest in all intellectual property that comes into existence through the Contractor's work under this Contract being assigned to the State. Additionally, the Contractor waives any shop rights, author rights, and similar retained interests in any such custom developed materials. The Contractor must provide the State with all assistance reasonably needed to vest such rights of ownership in the State. However, the Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines, and similar material incorporated in any custom Deliverable ("Pre-existing Materials").

The Contractor grants the State a worldwide, non-exclusive, royalty-free, perpetual license to use, modify, sell, and otherwise distribute all Pre-existing Materials that are incorporated in any custom-developed Deliverable. The Contractor may not include in any custom Deliverable any intellectual property unless such has been created under this Contract or qualifies as Pre-existing Material. If the Contractor wants to incorporate any Pre-existing materials in a custom Deliverable, the Contractor must disclose that desire to the State and obtain written approval from the State for doing so in advance. On the request of the Contractor, the State will incorporate any proprietary notice that Contractor may reasonably want for any Pre-existing Materials included in a custom Deliverable in all copies the State makes of that Deliverable.

Subject to the limitations and obligations of the State with respect to Pre-existing Materials, the State may make all custom Deliverables available to the general public without any proprietary notices of any kind.

- 5.3 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 must 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 may not disclose any Confidential Information to third parties and must use it solely to perform under this Contract.

If any Deliverables contain data, documentation, or other written information that is confidential in nature and properly labeled as such, then it also will be Confidential Information for purposes of this section. The State will keep all such Confidential Information in confidence and will not use it other than as authorized under this Contract. Nor will the State disclose any such Confidential Information to any third party without first obligating the third party to maintain the secrecy of the Confidential Information.

If one party discloses Confidential Information ("Disclosing Party") to the other party to this Contract ("Receiving Party"), the Receiving Party's obligation to maintain the confidentiality of the Confidential Information will not apply where such:

- (1) Was already in the possession of the Receiving Party without an obligation of confidence;
- (2) Is independently developed by the Receiving Party, provided documentary evidence exists to support the independent development;

- (3) Except as provided in the next paragraph, is or becomes publicly available without a breach of this Contract;
- (4) Is rightfully received by the Receiving Party from a third party without an 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 the disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production.

Information that may be available publicly through other sources about people that is personal in nature, such as medical records, addresses, phone numbers, social security numbers, and similar things are nevertheless sensitive in nature and may not be disclosed or used in any manner except as expressly authorized in this Contract. Therefore, item (3) in the preceding paragraph does not apply, and the Contractor must treat such information as Confidential Information whether it is available elsewhere or not.

Except for Confidential Information that the Contractor delivers to the State and that is part of a Deliverable or necessary for the proper use or maintenance of a Deliverable, the Receiving Party must return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Contract.

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 will be entitled to temporary and permanent injunctive relief to enforce the provisions of this Contract without the necessity of proving actual damages. However, provision does not diminish or alter any right to claim and recover damages.

- 5.4 USE OF NAME.** The Contractor may not publicize that it is doing business with the State or use this Contract or the Contractor's relationship with the State as a marketing or sales tool, unless the State agrees otherwise in writing. The State has no obligation to agree to any such advertising, publicity, sales, or marketing activities.

6 – TRANSACTION REPORTING

- 6.1 Contractor's SALES REPORT.** The Contractor must report the quarterly dollar value (in US currency rounded to the nearest whole dollar) of the sales under this Contract each calendar quarter (i.e., January-March, April-June, July-September and October-December). The dollar value of the sales reported must equal the price paid by all State agencies and Political Subdivisions for Deliverables under this Contract during the reporting period.

The Contractor must report the quarterly dollar value of sales to the State via the Internet using the Web form at the Department of Administrative Services, Office of State Purchasing's vendor portal, <https://cm.ohio.gov>. If no sales occur, the Contractor must show zero sales on the report. The report must be submitted 30 days after the completion of the reporting period.

The Contractor also must submit a closeout report within 120 days after the expiration of this Contract. The Contract expires on the physical completion of the last, outstanding task or delivery order of the Contract. The closeout 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 sales in the closeout report.

If the Contractor fails to submit any sales report in a timely manner or falsifies any sales report, the State may terminate this Contract for cause.

6.2 Contractor's REVENUE SHARE. The Contractor must pay the State a share of the sales transacted under this Contract. The Contractor must remit the revenue share in US dollars within 30 days after the end of the quarterly reporting period. The revenue share that the Contractor must pay equals .0075 of the total quarterly sales reported. The revenue share is included in the prices reflected on Exhibit I and reflected in the total amount charged to ordering activities, and the Contractor may not add a surcharge to orders under this Contract to cover the cost of the revenue share.

The Contractor must remit any amount due as the result of a quarterly or closeout report at the time the quarterly or closeout report is submitted to the Department of Administrative Services, Office of State Purchasing. The Contractor also must pay the revenue share by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the applicable State Term Contract Number, total report amount, and reporting period covered.

The Contractor must make each check payable to "Treasurer, State of Ohio", and forward it to the following address:

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

If the full amount of the revenue share is not paid within 30 days after the end of the applicable reporting period, the non-payment will constitute a contract debt to the State. The State may setoff any unpaid revenue share from any amount owed to the Contractor under this Contract and employ all other remedies available to it under Ohio law for the non-payment of the revenue share. Additionally, if the Contractor fails to pay the revenue share in a timely manner, the failure will be a breach of this Contract, and the State may terminate this Contract for cause and seek damages for the breach.

7 - WARRANTIES AND LIABILITIES

7.1 WARRANTIES. The Contractor warrants that the recommendations, guidance, and performance of the Contractor and all Deliverables under this Contract will:

- (a) Be in accordance with the sound professional standards and the requirements of this Contract and without any material defects;
- (b) Not infringe on the intellectual property rights of any third party;
- (c) Be the work solely of the Contractor, unless otherwise provided in this Contract; and
- (d) Be merchantable and fit for the particular purpose for which the Deliverables were acquired.

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that:

- (a) The Contractor has the right to enter into this Contract;
- (b) The Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform under this Contract;
- (c) The Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control;
- (d) The Contractor has good and marketable title to any products delivered under this Contract and in which title passes to the State; and
- (e) The Contractor has the right and ability to grant the license provided in any Deliverable in which title does not pass to the State.

If any work of the Contractor or any Deliverable fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor must correct such failure with all due speed, not to exceed 30 days, or refund the amount of the compensation paid for the Deliverable. The Contractor also must indemnify the State for any direct damages and any claims by third parties based on any breach of these warranties.

7.2 SOFTWARE WARRANTY. If Exhibit I includes work to develop custom software as a Deliverable, then on delivery and for one year after the date of acceptance of any Deliverable that includes custom software, the Contractor warrants 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;
- (b) The software will be free of material defects;
- (c) The Contractor will deliver and maintain relevant and complete software documentation, commentary, and source code;
- (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.

For Commercial Software developed by the Contractor or licensed from a third party, the Contractor represents and warrants that it either has the right or has obtained a binding commitment from the third party licensor to make the following warranties and commit to the following maintenance obligations. During the warranty period described in the next paragraph, the Contractor must:

- (a) Maintain or cause the third-party licensor to maintain the Commercial Software so that it operates in the manner described in its documentation;
- (b) Supply technical bulletins and updated user guides;
- (c) Supply the State with all updates, improvements, enhancements, and modifications to the Commercial Software and documentation and, if available, the commentary and the source code;
- (d) Correct or replace the software and remedy any material programming error that is attributable to the Contractor or the third-party licensor; and
- (e) Maintain or obtain a commitment from the third-party licensor to maintain the Commercial Software so that it will properly operate in conjunction with changes in the operating environment for which it was designed.

For Commercial Software designed for mainframe platforms and for Commercial Software designed for PC or PC-based servers and costing more than \$10,000.00 per license or per copy, the warranty period will be the longer of one year after acceptance or the licensor's standard warranty period. For Commercial Software designed for PC or PC-based servers and costing less than \$10,000.00 per license or per copy, the warranty period will be the longer of three months after acceptance or the licensor's standard warranty period. For PC and PC-based servers, the warranty will not include updates, improvements, enhancements, or modifications to the Commercial Software and documentation, if such are not provided as part of the licensor's standard warranty or license fee.

Software documentation means well written, readily understood, clear, and concise instructions for the software's users as well as a system administrator. The software documentation must provide the users of the software with meaningful instructions on how to take full advantage of all of the capabilities designed for end users. It also means installation and system administration documentation for a system administrator to allow proper control, configuration, and management of the software. Source code means the uncompiled operating instructions. The Contractor must provide the source code in the language in which it was written and must include such commentary or annotations as would allow a competent programmer proficient in the source language to readily interpret the source code and understand the purpose of all routines and subroutines contained within the source code.

7.3 EQUIPMENT WARRANTY. If any computer hardware or other type of electrical equipment ("Equipment") will be a part of any Deliverable, the following warranties apply. The Contractor warrants that the Equipment fully complies with all government environmental and safety standards applicable to the Equipment. The Contractor also warrants for the warranty period described in the next paragraph that the Equipment will perform substantially in accordance with its user manuals, technical materials, and related writings published by the manufacturer with respect to such Equipment, and that such Equipment will achieve any function described in such writings. The foregoing warranty will not apply to Equipment that the State

modifies or damages after title passes to it. The warranty period for all Equipment will be the longer of one year after the State accepts the Equipment or the Contractor's standard warranty period.

If any Equipment does not meet the above warranties during the applicable warranty period, the Contractor must fix the nonconforming Equipment so it performs substantially in accordance with its user manuals, technical materials, and related publications, replace the Equipment, or grant the State a refund equal to the amount it paid for the Equipment. The Contractor must either fix or replace the Equipment or refund the purchase price to the State with all due speed, not to exceed seven days in the case of a fix or a replacement or 30 days in the case of a refund. The Contractor will be responsible for all shipping costs associate with fixing, replacing, or returning any defective equipment.

7.4 INDEMNITY. The Contractor must 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 its performance under this Contract, provided such bodily injury or property damage is due to the negligence or other tortious conduct of the Contractor, its employees, agents, or subcontractors. The Contractor also must indemnify the State against any claim of infringement of a copyright, patent, trade secret, or other 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 will 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 of the following four things:

- (a) Modify the Deliverable so that it is no longer infringing;
- (b) Replace the Deliverable with an equivalent or better item;
- (c) Acquire the right for the State to use the Deliverable as it was intended for the State to use under this Contract; or
- (d) 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.

7.5 LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS CONTRACT OR ANYTHING INCORPORATED BY REFERENCE INTO THIS CONTRACT, THE PARTIES AGREE AS FOLLOWS:

- (a) 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 HAVE BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
- (b) THE CONTRACTOR WILL BE LIABLE FOR ALL DIRECT DAMAGES DUE TO THE FAULT OR NEGLIGENCE OF THE CONTRACTOR OR ITS BREACH OF ANY PROVISION OF THIS CONTRACT.

8 - MAINTENANCE

8.1 SOFTWARE MAINTENANCE. If this Contract involves any custom software as a Deliverable, then during the warranty period, the Contractor must correct any material programming errors that are attributable to the Contractor within a reasonable time, provided the State notifies the Contractor, either orally or in writing, of a problem with the software and provides sufficient information 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 or administrations to employ workarounds to fully use the software, the Contractor must respond to requests for resolution within four business hours and begin working on a proper solution within one business day, dedicating the resources of one qualified programmer full-time to fixing the problem. In the case of any defects with more significant consequences, including those that render key functions of the software inoperable or significantly slow data processing, the

Contractor must respond within two business hours of notification and, if requested, provide on-site assistance and dedicate all available resources to resolving the problem.

For Commercial Software other than PC or PC-based server software costing less than \$10,000.00 per copy or license, the Contractor must provide maintenance during the warranty period at no cost to the State. At a minimum, that maintenance must be the standard maintenance program that the licensor, whether the Contractor or a third party, normally provides to its client base. That maintenance program must include all new releases, updates, patches, and fixes to the Commercial Software. It also must include a commitment to keep the software current with the operating environment in which it is designed to function and a commitment to promptly correct all material defects in the software.

Additionally, the Contractor will make (or obtain a commitment from the third-party licensor to make) maintenance available for the software for at least five years after the warranty period. The Contractor will limit or obtain a commitment from the third-party licensor, if applicable, to limit increases in the annual fee for maintenance to no more than five percent annually. If the licensor, whether it is the Contractor or a third-party, is unable to provide maintenance during that period, then the licensor must do one of the following things: (a) give the State a *pro rata* refund of the license fee based on a five-year useful life; or (b) release the source code for the software to the State for use by the State solely for the purpose of maintaining any copies of the software for which the State has a proper license. The State will treat the source code as Confidential Information under the Confidentiality Section of this Contract. In the case of third-party Commercial Software, the Contractor warrants that it has legally bound the third-party licensor to the obligations of this Contract or that the Contractor has the right to make these commitments directly to the State.

For Commercial Software designed for PC or PC-based server platforms and costing less than \$10,000.00 per copy or license, the Contractor must provide the same maintenance and user assistance during the warranty period at no additional cost to the State as the Contractor or the third-party licensor makes generally available at no additional charge to its other customers.

8.2 SOFTWARE UPGRADES. After an initial acquisition of a license in Commercial Software, the State may want to acquire a broader license than the original. Or the State may later want to migrate to another platform for the Commercial Software. When the Contractor or third-party licensor make the broader license generally available to its customer base or makes the version of the Commercial Software that runs on the new platform to which the State wants to migrate, then the State will have a right to upgrade any of its licenses to that broader license or to acquire the version of the Software that is appropriate for the new platform that the State intends to use. In these cases, the Contractor will provide the broader license or other version of the Commercial Software in exchange for a license fee that is based on the lesser of the following:

- (a) The Contractor's (or third party licensor's) standard upgrade or migration fee;
- (b) The upgrade or migration fee in Exhibit I; or
- (c) The difference between the license fee originally paid and the then-current license fee for the license or version of the Commercial Software that the State seeks to acquire.

The foregoing will not apply to Commercial Software for PCs and PC-based server software with a license fee of less than \$10,000.00, unless the Contractor or third-party licensor makes upgrade packages available for the Commercial Software to other customers. If PC or PC-based server software upgrades are available, the State will be entitled to the most favorable license fee on which such are made available to other most favored customers or dealers, as appropriate.

8.3 EQUIPMENT MAINTENANCE. If this Contract involves computer or telecommunications hardware or other mechanical or electrical equipment ("Equipment") as a Deliverable, then, during the warranty period and during any period covered by annual maintenance, the Contractor must provide maintenance to keep the Equipment in or restore the Equipment to good working order. This maintenance must include preventative and remedial maintenance, installation of safety changes, and installation of engineering changes based upon the specific needs of the individual item of Equipment. This maintenance also must include the repair, replacement, or exchange deemed necessary to keep the Equipment in good working order. For purposes of this Contract, Equipment restored to good working order means Equipment that performs in accordance with the manufacturer's published specifications. The Contractor must use its best efforts to perform all

fault isolation and problem determination attributed to the Equipment. The following services are outside the scope of this Contract:

- (a) Maintenance to bring the Equipment into compliance with any law, rule, or regulation, if such law, rule, or regulation was not in effect on the acceptance date;
- (b) Repair and replacement work or increase in maintenance time as a result of damage or loss resulting from accident, casualty, neglect, misuse, or abuse, if such is the State's fault (and beyond normal wear and tear), damage resulting from improper packing or failure to follow prescribed shipping instruction (If such is done by the State), failure of electrical power, air conditioning or humidity control, use of supplies not approved by the original manufacturer of the Equipment as describe in the Equipment's documentation, or causes other than ordinary use of Equipment;
- (c) Furnishing platens, supplies, or accessories, making specification changes, or adding or removing approved accessories, attachments, or other devices except as permitted in the Equipment's user documentation;
- (d) Maintenance or increased maintenance time resulting from any improper use, maintenance, or connection to other equipment (not done by the Contractor) that results in damage to the Equipment;
- (e) Repairs needed to restore the Equipment to good operating condition if the Equipment has been damaged by anyone other than the Contractor's authorized service personnel repairing, modifying, or performing maintenance on the Equipment.

8.4 EQUIPMENT MAINTENANCE STANDARDS. Except in the case of excusable delay, remedial Equipment maintenance by the Contractor will be completed within eight business hours after notification by the State that maintenance is required. In the case of preventative maintenance, the Contractor will perform such in accordance with the manufacturer's published schedule and specifications. If maintenance is not completed within eight hours after notification by the State, the Contractor will be in default. Failure of the Contractor to meet or maintain these requirements will provide the State with the same rights and remedies as specified elsewhere in this Contract for default, except that the Contractor will only have eight hours to remedy a default. The Contractor will provide adequate staff to provide the maintenance required by this Contract.

8.5 EQUIPMENT MAINTENANCE CONTINUITY. If the Contractor is unable to provide Equipment maintenance to meet the State's ongoing performance requirements and if, in the State's sole opinion, the Contractor is unlikely to resume providing warranty services that meets the State's ongoing performance requirement, the Contractor will be in default, and the State will be entitled to the remedies in the default section of this Contract. The State will also be entitled to the following items from the Contractor:

- (a) All information necessary for the State to perform the maintenance, including but not limited to logic diagrams, maintenance manuals, and system and unit schematics, with all changes noted;
- (b) A listing of suppliers capable of supplying necessary spare parts;
- (c) Adequate information to permit the State to have spare parts manufactured elsewhere; and
- (d) A listing of spare parts and their recommended replacement schedule to enable the State to create a centralized inventory of spare parts.

The State will treat as Confidential Information in accordance with the Confidentiality Section of this Contract any information in items (a) through (d) above that the Contractor rightfully identifies in writing as confidential. And when disclosure to a third-party is necessary for the State to continue the maintenance, the State will require any third-party to whom disclosure is made to agree to hold the Confidential Information in confidence and to make no further disclosure of it. Further, the State agrees that any such Confidential Information will be used solely to perform maintenance for the State and will be returned to the Contractor or destroyed when such use is no longer needed.

8.6 PRINCIPAL PERIOD OF MAINTENANCE (GENERAL). Software and Equipment maintenance must 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 preventative maintenance will not be billable and must be included in the price of the maintenance.

- 8.7 MAINTENANCE ACCESS (GENERAL).** For all Software and Equipment maintenance under this Contract, the State will provide the Contractor with reasonable access to the Deliverable to perform maintenance. All maintenance that requires a Deliverable to be inoperable must be performed outside the State's customary working hours, except when the Deliverable is already inoperable. Preventative or scheduled maintenance must be performed at mutually agreeable times, within the parameters of the manufacturer's published schedule.

9 - ASSIGNMENT AND SUBCONTRACTING

- 9.1 ASSIGNMENT.** The Contractor may not assign this Contract without the written consent of the State, which the State will not be obligated to provide.
- 9.2 SUBCONTRACTING.** The State recognizes that it may be necessary for the Contractor to use subcontractors to perform portions of the work under this Contract. In those circumstances, before the Contractor engages any such subcontractor, the Contractor must submit a list identifying its subcontractors or joint venture partners performing portions of the work under the Contract. If any changes to that list occur during the term of the Contract, the Contractor must immediately provide the State an updated list of subcontractors or joint venture business partners. In addition, all subcontractors and joint venture business partners must agree in writing to be bound by all of the terms and conditions of this Contract and any specifications of any order under this Contract for which they perform work. The State may reject any subcontractor submitted by the Contractor.

10 - CONSTRUCTION

- 10.1 HEADINGS.** The headings used in this Contract are for convenience only and may not be used in interpreting this Contract.
- 10.2 ENTIRE DOCUMENT.** This Contract, which includes the Contractor's pricelist attached as Exhibit I and all documents referred to in this Contract, constitutes the entire agreement between the parties with respect to the subject matter and supersedes any previous agreements, whether oral or written.
- 10.3 BINDING EFFECT.** This Contract will be binding on and benefit the respective successors and assigns of the State and the Contractor.
- 10.4 AMENDMENTS - WAIVER.** No amendment or modification of this Contract will be effective unless it is in writing and signed by both parties. The failure of either party at any time to demand strict performance by the other party of any of the terms or conditions of this Contract may not be construed as a waiver of any those terms or conditions, and either party may at any time demand strict and complete performance by the other party.
- 10.5 SEVERABILITY.** If a court of competent jurisdiction finds any provision of this Contract to be unenforceable, the remaining provisions of this Contract will remain in full force and affect.
- 10.6 CONSTRUCTION.** This Contract must be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.
- 10.7 NOTICES.** For any notice under this Contract to be effective, the noticing party must make it in writing and sent it to the address of the other party first appearing above, unless that party has notified the other party, in writing and in accordance with the provisions of this section, of a new mailing address for the receipt of notices. This notice requirement will not apply to any notices that this Contract expressly authorizes to be made orally.
- 10.8 CONTINUING OBLIGATIONS.** Any terms, conditions, representations, or warranties contained in this Contract that must survive termination or expiration of this Contract to be fully effective will survive the termination or expiration of the Contract. Additionally, termination or expiration of this Contract will not affect the State's right to continue to use any Deliverable for which it has paid, including licensed material. And no termination or expiration of the Contract will affect the State's right to receive maintenance, warranty work, or other services for which the State has paid.

10.9 PRIORITY. If there is any inconsistency or conflict between this document and any provision of anything incorporated by reference, this document will prevail.

10.10 DAYS. When this Contract refers to days, it means calendar days, unless it expressly provides otherwise.

11 - LAW AND COURTS

11.1 EEO. The Contractor must comply with all Ohio laws regarding equal employment opportunity, including among others Code § 125.111, as well as all related Executive Orders of the Governor of Ohio.

11.2 DRUG FREE WORKPLACE. The Contractor must comply with all Ohio laws regarding maintaining a drug-free workplace and make a good faith effort to ensure that all its employees do not possess and are not under influence of illegal drugs or alcohol or abuse prescription drugs while working on State property.

11.3 OHIO ETHICS LAW AND LIMITS ON POLITICAL CONTRIBUTIONS. The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics laws. In accordance with Executive Order 2007-01S, the Contractor, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflicts of interest laws, and (3) will take no action inconsistent with those laws and this order. The Contractor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Contract and may result in the loss of other contracts or grants with the State. The Contractor hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of Ohio Revised Code Section 3517.13.

11.4 SECURITY & SAFETY RULES. When using or possessing State data or accessing State networks and systems, the Contractor must comply with all applicable State rules, policies, and regulations regarding data security and integrity. And when on any property owned or controlled by the State, the Contractor must comply with all security and safety rules, regulations, and policies applicable to people on those premises.

11.5 LAW AND VENUE. This Contract is governed by and will be construed under Ohio law, and venue for all disputes will lie exclusively with the appropriate court in Franklin County, Ohio.

11.6 UNRESOLVED FINDINGS. The Contractor represents that it is not subject to an unresolved finding for recovery under Code § 9.24. If this warranty proves false when the parties sign this Contract, the Contract will be void. Additionally, if this representation proves false on the date of any renewal or extension of the Contract, the renewal or extension will be void.

11.7 TERROR DECLARATION. In accordance with R.C. 2909.33(C), Contractor certifies that it meets one of the following conditions:

(a) Contractor has **not** received, nor will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year;
or

(b)(1) Contractor has received, or will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year.
and,

(2) Contractor has either precertified with the Office of Budget and Management, or has completed the attached Declaration of Material Assistance form certifying that Contractor has not provided material assistance to any organization on the Terrorist Exclusion List, as that term is defined in R.C. 2909.21.

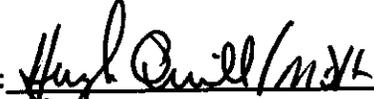
11.7 **ANTITRUST.** The State and the Contractor recognize that, in actual economic practice, overcharges resulting from antitrust violations are usually borne by the State. The Contractor therefore assigns to the State all state and federal antitrust claims and causes of action that the Contractor has or acquires relating to the goods and services acquired under this Contract.

To SHOW THEIR AGREEMENT, the parties have executed this Contract on the date(s) identified below, and this Contract will be effective as of the date it is signed on behalf of the State.

CONTRACTOR

STATE OF OHIO,
DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF STATE PURCHASING

By: 
ARUN KUMAR
C.F.O

By: 
HUGH QUILL
DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE: 9/03/08

DATE: 09/30/08

Exhibit I

Product Name	Manufacturer	Vendor Part No	Description	Unit of Measure	State Price	List Price
CEAI Community Development Center Membership	CEAI	CCSSM	<p>Through Membership, you get access to Perpetual CEAI Community Development Center (CDC) Software. It also includes:-</p> <ol style="list-style-type: none"> 1. A perpetual enterprise IT license to access the CEAI Community Development Center 2. Unlimited downloads of community source portlets from the CEAI CDC 3. Designate one primary representative and up to two associate representatives as part of the CDC. 4. Provide strategic technical direction for the CEAI CDC by participating in the CEAI CDC Steering Committee. 5. Access to CDC technical iSeminars 6. Discuss technical and non-technical issues with peers and industry in an open, neutral environment through the CEAI CDC listservs. 7. Be recognized as a Center of Excellence (COE) by CampusEAI Consortium. 8. Access the database of CampusEAI Consortium technical experts who are representatives of members of CampusEAI Consortium for technical guidance and lessons learned. 	License Based	\$50,000	\$100,000
CEAI Annual Maintainance Gold Support Services for the Community Development Center Software	CEAI	CAMGSS	<p>The Annual Maintainance Support charges include patches, fixes and upgrades. It also include:-</p> <ol style="list-style-type: none"> a. CEAI Software debugging and assistance b. Assistance with Configuration of CEAI Software. c. Assistance with Patch Updates. d. Provisioning of CEAI's Gold Support Services. 	Yearly	\$7,500	\$7,500
CEAI Implementation Services for Production Portal	CEAI	CISPP	<p>CEAI Oracle Portal Installation, CEAI Prototype Design Build, CEAI Portal Identity Management and CEAI LoadTesting. This pricing is based on the fact that this is a full fledged production instance and would require approximately 600 hrs to implement. Services outside the scope of this implementation may be supported by the prices reflected in the CEAI Advanced Consulting Rate Sheet.</p>	Hourly	\$59.17	\$164.92

***A-LA-CARTE: HOURLY RATES:**

You can buy a-la-carte hours in 4 hour increments.

Staff level	Non-Member Rates*
Member Rates*	
Junior Technical	\$150
\$125	
Senior Technical	\$200
\$150	
Principal	\$300
\$250	
Specialist	highly variable highly variable

PREPAID:

You can buy pre-paid blocks of hours in 4 hour increments.

Number of Hours Discount Structure

4 - 40	0%
44 - 100	5%
104 - 500	10%
504+	15%

ASSUMPTIONS:

- 1) If services are required to be performed on-site, travel costs, meals/ are billed at OBM Rates
- 2) If services are required to be performed on-site, services must be scheduled at least two weeks in advance
- 3) Scheduling of services is subject to availability of CEAI resources.

CEAI
Advanced
Consulting
Services

CEAI

CACS

Hourly

\$125.00

\$300.00

CEAI Building
Enterprise
Portals
Training

CEAI

CBEPT

Self Paced Online Training for unlimited number of authorized employees

Per Course

\$1,499

\$1,499

CEAI Oracle
Application
Server Sys
Admin Training

CEAI

COASSAT

Self Paced Online Training for unlimited number of authorized employees

Per Course

\$1,499

\$1,499

1. Portal Design

1.1 Junior Technical, Portal Design

Professional Summary

- Professional experience in positions as Web Designer, UI Designer.
- Skilled in developing prototypes, revamping of existing web sites and Web Sites according to W3C standards and table less layouts.
- Skilled in developing providing training and innovative technical solutions and increasing efficiency to enhance profitability.
- Leadership skills include ability to lead and motivate co-workers from all backgrounds, creative problem solving and solution-oriented work style, decisive and confident decision making and ability to get updated with new technology trends.
- Well-developed communication skills, ability to work independently and as part of a team, developing effective client relations, providing good client service and satisfaction.

Software Skills

Languages	:	Familiar With Php(layout changing work, form sending work.) Joomla layout designing, OS Commerce layout designing Have experience to work with java developer, .Net developer.
RDBMS	:	MS Access
Web Designing	:	HTML, DreamWeaver 9.0, JavaScript, Proficient in Prototype designing & User interface designing. Micro sites designing.
Graphics Packages SwishMax	:	Adobe Photoshop cs-2, Effect3d Studio, Gif animator,
Operating System	:	MS DOS, WINDOWS '9x, 2K & XP Professional, Windows Vista
Packages	:	MS Office 97, 2000, XP & 2003
S.E.O	:	Familiar with Search Engine Optimization.

1.2 Senior Technical, Portal Design

Professional Summary

- Managed team of four web designers/programmers responsible for custom user interface creation and daily maintenance of internal sites and client portals user interface, I report directly to Design Manager.
- A graduate in computer applications with over five years of experience in software designing.
- Work with senior management and peers to determine company objectives and establish overall Internet/Intranet goals and strategies for their products/services.
- Complete site design from sketching, conceptualization, image creation, HTML construction and implementation.
- Client contact and interaction from initial meetings to project completion.
- Additional responsibilities as an Information Architect organizing the navigational structure of content for sites.
- Portal Design and Websites Designing, Portal and Web layouts for all the members of Consortium (our members are all major universities). Make a dummy Portal prototype of approved design.
- Maintaining and updating Portals and Websites on a regular basis.
- Create illustrations, logos, multi-page catalogs and brochures.
- Design graphics for licensed merchandise.
- Project manages creative work and interface with interdepartmental heads to acquire deliverables.
- Designing of mock-ups in Photoshop.
- Implemented concepts in Flash and HTML.

Skills and Programs

- | | | |
|------------------------|---------------------------------|---|
| • Adobe Photoshop | • HTML(hand coding) | • SSH Secure File transfer |
| • Macromedia Flash | • XHTML | • FTP |
| • Dream weaver | • DHTML | • X-Browser design(Firefox, Safari, IE, Opera, etc) |
| • FrontPage | • SHTML | • Ms Office(PowerPoint, Word, Excel, Access, Visio, Project, Visual Source Safe, Outlook) |
| • Fireworks | • CSS | • Windows98, ME, 2000, XP |
| • Image Ready | • XML | • Mac OS X |
| • Adobe Illustrator | • XSL | • Microsoft IIS Server |
| • Adobe Premiere | • JavaScript | • SQL Server |
| • Adobe Acrobat | • VBScript | • Oracle 10g Application System(OAS 10g) |
| • PageMaker | • ASP | • Understand such Web Considerations as: |
| • Freehand | • Java (Servlets, Applets, JSP) | • Web Standards |
| • Director | | • Usability & Accessibility |
| • Home site | | • Browser Differences |
| • Top style | | • Image Optimization |
| • Quark | | • Bandwidth Issues |
| • CorelDraw | | • Section 508 & WCAG 1.0 |
| • After Effects | | • Content Management System |
| • Macromedia Captivate | | |
| • SWISH | | |
| • Gif Animator | | |

1.3 Specialist, Portal Design

Professional Summary

9 years of experience in IT has honed me into an excellent team player, and an outstanding technical leader and Project Manager. My experiences ranges from designing, developing and customizing web based applications to providing training, guidelines, devising and documenting best practices and setting up innovative methodologies for project execution and support.

Experience

- Managing Oracle Portal building projects, conducting discovery workshops with client's team, devising customized solutions based on requirements, putting together project plan and providing technical leadership and guidance to team to ensure smooth execution of project plan.
- Documenting best practices, creating FAQs, support and maintenance documents for Oracle Portal AS and ensuring portal building knowledge is documented by team.
- Participating in Consortium's training initiatives by giving presentations at Consortium conferences.
- Providing leadership in training, guidance and support to clients in building and managing their Oracle Portal.
- Setting up new and innovative processes and methodologies for Project execution and support.
- Actively participating in designing and development of reporting utilities and testing at primary level.
- Getting trained on new technology, solutions and training the team members on new technology solutions.
- Coordinating with client for requirements, ensuring timely delivery and cost-effective implementation of the project.
- Integrating corporate databases with intranet and Internet Web sites to dynamically generate Web pages based on conditional logic, database interactions, and server-side includes.
- Designing and development of e-commerce Marketplace and B2B Portals as a complete solution for marketplaces.
- Developing e-cataloging system for B2B portals like findstone.com, scienceaids.com and texportal.com
- Coding and Designing of small applications and corporate websites.
- Web development, template design, site maintenance, graphics creation, and Web marketing strategies.

Education

- Oracle Portal 10g AS (Certification)
- Post Graduate Diploma in Mass Communication
- Bachelor of Commerce (B.com)
- Diploma in Web Technologies

2. Hosted

2.1 Junior Technical, Hosted

PROFESSIONAL EXPERIENCE

Summary of experience

Over 7 years of experience in IT, exclusively on Oracle Middleware technologies, like Application server, Portal, Oracle Collaboration Suite, Oracle Internet Directory etc, along with strong PL/Sql, Sql and Database administration skills.

March 2006 – Till Date

**Team Lead
Hosted & Managed services**
CampuseAI Consortium
Cleveland, Ohio
USA , 44114
www.campuseai.org

- Responsible for hosting of 10gAs Portal and OCS infrastructure for numerous universities / High ed schools from Campuseai's data center.
- Responsible for Implementation, Administration and support
- Onsite Implementation and support for Managed services
- Consulting solutions on Application server platform
- Custom application development on the Application server platform using plsql api's
- Backup & Recovery
- Performance Tuning
- Advanced configurations on OAS and OCS platforms
- Conducting system administration and end user training on OAS / OCS

October 2003 - March 2006:

Senior Software Engineer
Oracle Corporation
Oracle Software India Ltd, No3 Bannerghatta road, Bangalore, India,
Pin 560029, India
www.oracle.com

Providing Consulting / support to the following Oracle products

Oracle Portal (All versions)
Oracle Internet Directory (10 g)
Oracle Single Sign-on (All versions)
Oracle Application Server (All versions)

Role includes providing consulting solution to oracle developers/DBA's (Premium oracle customers), problem resolution, bug fixing, writing articles providing and attending technical trainings etc

October 2002 - October 2003:

Software Engineer / Team Lead
Ionidea Enterprise Solutions Ltd
#38-40, E.P.I.P, Whitefield, Bangalore 560066, India
www.ionidea.com

Onsite: Philips Intellectual properties & Standards.

PO Box 220, Eindhoven, , Netherlands
()31 40 273 8449, 31 40 273 2113 fax, <http://www.ip.philips.com>

Database: Oracle Database 9.2.0.5.0 Enterprise Edition
Application Server: Oracle 9i Application Server, Apache Web Server

LDAP: Oracle Internet Directory
Development Tools: Oracle Portal 9.0.2.6, Sql, and PL/SQL, Cli

I was deputed on a portal project for Philips software India, was leading a team of 4 developers (Myself and 3 Java developers) on a Portal project for Philips Intellectual properties & Standards division, Eindhoven, Netherlands. The application was developed using Oracle Portal with coding done on sql, plsql and java. I was responsible for all oracle related works starting with Database design to coding in sql, plsql, installation, configuration, and administration of the 9i Application server portal. Also was responsible for development using oracle portal and performed the role of Applications DBA responsible for backup, recovery disaster recovery, performance tuning and overall administration of the application server and database. I was responsible for the successful implementation of the finished product at the client's location at Eindhoven, Netherlands and also for a weeklong training for the end users on how to use and manage the tool.

**November 2001 -
October 2002:**

Consultant - Oracle Portal

Hindustan Lever Ltd (Subsidiary of Unilever Corp)
Hindustan Lever Limited. Brookefields, Marathahalli Post. Kundalahalli
Bangalore 560 037, India
www.unilver.in www.hil.com

Database: Oracle Database 9.2.0.2.0 Enterprise Edition
Application Server: Oracle 9i Application Server release 2, Apache
Web Server
Development Tools: Oracle Portal 9.0.2.2.22, Sql, and PL/SQL

HLL - EIP is an Enterprise Information Portal, which forms a window to the vast expanse of data about the FMCG giant. The users are primarily HLL employees of managerial ranks, who can directly monitor the performance of their various brands and products using the portal. Portal publishes Data in form of meaningful, reports, forms, content areas, pages, etc which could be customized according to the user's requirement. HLL Uses Oracle 9ias Portal Both as a Content Management tool and as a Data warehouse-reporting Tool. The former offers wide scope for user personalization and Data storage in form of intermedia and bulk files while Portal as a Reporting tool offers a relatively simple and faster means to create customizable application components like Reports, Forms and Charts, which gives us a clear picture of even the minute details of the Data warehouse.

Role:

Development : Creating forms, reports, charts, dynamic pages, calendars etc using SQL and PL/SQL

Content Management : Creating pages, portlets, content areas, folders, navigation Bars etc.

Administration : Migration (Migrated Application from a Windows NT development Environment to IBM RS/6000 AIX machine), Backup

and recover, Applying Patches, Version Upgradation, Performance Monitoring etc.

**January 2001 -
October 2001:**

Project Trainee

Oracle Software India Ltd.
Oracle Software India Ltd.(Education Department), Prince Arcade,
Cathedral Road, Chennai-600 086, India
www.oracle.com

Database: Oracle Database 8.1.7 Enterprise Edition
Application Server: Oracle 9i Application Server, Apache Web Server
Development Tools: Oracle Portal 3.0.8.7, Designer 6, Sql, and
PL/SQL

Summary of the Project:

ATCMIS is an Enterprise Information Portal, which deals with the management of the authorized training centers of Oracle Education, a division of Oracle Software India Ltd., which is responsible for all Oracle courses offered through various authorized training centers throughout India and the SAARC region.

Role :

Development: Creating forms, reports, charts, dynamic pages, calendars etc using SQL plsql

Content Management : Creating pages, portlets, content areas, folders, navigation bars etc.

Migration & Backup : Migrated application from a Windows NT development Environment to Sun Solaris machine.

EDUCATION

April 2001:

Bharathidasan University, Trichy, India
Mca, Master of Computer Applications

April 1998:

St.Joseph's College (Autonomous), Trichy, India
Bachelor of Science in Chemistry

April 1994:

RSK Hr Secondary School (CBSE), Trichy, India
High school or equivalent, Higher secondary education

CAREER LEVEL

Career Level:

Mid Career (7 + years experience)

2.2 Senior Technical, Hosted

Professional Summary

With around 7 years of IT experience, I aspire to render quality service to the organization to attain its goal, with purpose, devotion to the duty and determination to succeed and I also aim to achieve a challenging position in IT industry that promotes my professional growth and prospects.

Summary

- Expert in Oracle Application server, Oracle Collaboration Suite, Real Application Cluster (RAC) Implementations, Oracle Portal, Oracle Internet Directory (OID) LDAP.
- Very good knowledge of Redhat Linux operating system.
- Implemented Oracle Collaboration Suite (9i & 10g) on Linux and solaris platforms in production environment and configured the components as per the Client requirement.
- Carried out implementation of Oracle Application server (9iAS & 10g) on Linux and Solaris platforms and configured the components as per the Client requirement.
- Implemented High availability Architecture for Oracle Collaboration Suite and Oracle Application Servers
- Implemented / Configured Email Archiving, Voicemail & Fax and Mobile collaboration components of OCS.
- Implemented Oracle Real Application Clustered Database (RAC) on production environment.
- Performed integration of various applications with 9iAS Single Sign On and performed Oracle ldap (OID) synchronization with other ldap's.
- Carried out Implementation of Oracle Advance Security (Enterprise User Security) with Oracle9i database and Oracle Internet Directory.
- Strong in PL/SQL and PL/SQL-Web Cartridge programming.
- Strong in Oracle Portal Development.
- Very strong in Oracle Application server Administration and Oracle Collaboration suite Administration and Oracle 9i and 10g DBA.
- Good knowledge Oracle product administration in Linux and Solaris.
- A self motivated and result oriented person.

Education

B.E (Bachelor of Engineering) in Mechanical Engineering.
University Of Madras, Chennai, TamilNadu, India.
Duration: 1996 - 2000

Technical Training

- Oracle 8i / 9i, Oracle 9i Application server, Oracle Developer 2000, Oracle Portal and Oracle 8i / 9i DBA Concepts - TechNet Solutions Limited.
- Trained on Oracle9i Enterprise Database Administration (DBA) from SQL Star International Limited (An Oracle Education Partner).
- Oracle 10g Real Application Cluster from Oracle Corporation.
- Oracle Identity Management and Security from Oracle Corporation.
- Oracle Application Server Administration from Oracle Corporation.
- Oracle Collaboration Suite Administration from Oracle Corporation.

2.3 Specialist, Hosted

Summary:

11 years of extensive experience on Planning, Designing, Implementation & handling **ISP / Call Centers / BPO / KPO / Data Center** IT Infrastructure & operations including **Disaster Recovery (DR)** and **business continuity planning (BCP)**. Involve in the development of budgets and written responses for proposals (RFPs)

Experience on implementing standards like BS 17799, ISO 27001, ISO 9001 & CMM Level. Handled both **CISO** and Internal Auditor roles while going for these certification. **Certified ISO 27001:2005 Internal Auditor**

Outstanding leadership abilities, able to co-ordinate and direct all phases for end to end project implementations. Capable of develop effective people, policies, procedures, documentation and specifications. **Major Strength is till date I'm a hands-on person, along with the member of Management team.** Responsible for planning to ensure Service Delivery and continuous improvement towards operations. Perform periodic reviews within the team and with the Customer. Single point contact for the day-to-day functioning of IT Infrastructure & Security.

Certified CCNA, CCNP, CSPFA, CIPT, C-Voice, SCND, SA1, SA2, Linux, MCSE, MCP+I

Expert on Routers, L2/L3 Switches/Chassis, IGX/MGX Mux, Call Manager, Cisco Unity, VPN Concentrators, PIX/Netscreen/Checkpoint/Sonic Firewalls, Dialer, IVR, Call Loggers, Linux, Solaris, Win 2000/2003 Servers, Veritas/BrightStone, SAN/NAS etc.

Linux, Solaris and Windows based Servers (2000 & 2003), Active Directory (DC & ADC), DNS, DHCP, ISA, BrightStone/Veritas, WSUS, SQL 2005 database and Application Servers on Windows 200/2003 OS etc.

Having very good experience in liaisoning and strong contacts in DOT, VSNL, MTNL, Worldcomm, Sprint, Telstra, Bharti, Tata & Vendor Management etc

Handled responsibilities for Studying and Implementing the Networks Management software's like HP Openview, Cisco Views/Works, Webtrends and Firewalls etc.

Experience Abroad: Had been to California, Seattle, Irvine, Denver, Dallas, Los Vegas, Indianapolis in US & Costa Rica (Central America) from Astra and Infogain on company's assignments.

Achievements:

- At Infogain:- Redesigned InfoGain worldwide (India, US & UK) network & infrastructure in terms of planning, redesigning and implementations of Routers, Firewalls, VPN connections, IPLC/IPVPN/Internet Links, VOIP, Monitoring tools for Voice/Data Network, Packet Shaper for Bandwidth Management and Monitoring tools, Remote Reboot & Console Devices, VLAN implementations, DNS, DHCP, DC, ADC, Back-up Servers, & Radius Servers etc. Shifted all major networking equipments & Servers from Infogain Los Gatos office to MCI, Data Center at San Jose with no downtime or disturbing their present network by configuring a parallel network.
- At Astra: - I have been to Indianapolis, Indiana & California & worked on placing new dialer, IVR & Call Logger from Ontario Systems along with Cisco-Call Manager, Routers, PIX/Netscreen firewalls and T1 links. I was also there to meet new customers to understand their IT/Operation related requirements.

- At Astra: - Completed four major projects at Astra in terms of designing, planning and implementation and that in the projected time and budget. Recently completed few below projects:-
 - **ISO 27001**:- Recently completed ISO 27001 certification on Information security on ISO 17799 guidelines with complete vulnerability, scanning and penetration of complete network. Headed this project and working as CISO (Chief Information Security Officer) along with Director-IT, Infrastructure
 - **PCI Level**:- Upgraded PCI Level 4 to 3 within the time frame.
 - **Another Facilities**:- To being the head of IT, design, plan and implemented Astra's two facilities in Gurgaon and state of art facility with a capacity of 500 users in Dehradun and that again in projected time and budget.
 -

Overall Technical Experience:

Planning, Designing, Implementation and Maintenance of:

- Infrastructure for ISP's
- Infrastructure for Call Center/BPO (Both IP telephony and traditional TDM based)
- Infrastructure for IP Telephony including Dialer, IVR and Call Logger
- Infrastructure for Software Development Center/ Data Centers
- Disaster Recovery and BCP
- Wide Area Networking Solutions for Huge Networks
- Optical Leased Links, ISDN Links, VSAT connectivity's, RF and MW Links for WAN
- National and International IP Gateways
- High End Networking Devices like Routers, RAS, Broadband Routers, Video Transmission Platform
- Internet Sharing and Bandwidth management on LAN, WAN
- Network Management Systems, Software's and Services
- Linking of Sub POP to Main POP for ISP's
- Implementation of Video Conferencing from point to point or multipoint.
- Concepts for Fax over IP as in storage and forward mode.
- Concepts for STM devices connectivity and implementations for high bandwidths.

Softwares Installations/Loadings of:

- Netware Ver. 3.12 & 4.1
- Unix, Solaris, Openserver and Linux
- Microsoft Windows all flavors
- Windows NT/2K/2K3

Education:

- B-Tech (IT) from Allahabad University with first division.
- Three Years Diploma In Electronics & Telecommunication from P.V.P.I.T, Bombay Education Board, Sangli, Maharashtra
- Higher Secondary from C.B.S.E Board, New Delhi
- Professional Qualification:
- Cisco Certified Network Professional (CCNP)

- Cisco Secure PIX Firewall Advanced (CSPFA) version 2 & 3
- Cisco Certified Network Associate (CCNA)
- Completed 6 full days Hands on training Course on CIPT (Cisco IP Telephony) at Cisco Systems, New Delhi conducted by Cisco Authorized Training Partner (Data-Craft).
- Completed 2 full days Hands on training Course on C-Voice at Cisco Systems, New Delhi conducted by Cisco Authorized Training Partner (Data-Craft).
- Completed 5 full days hands-on training course on SCND (Securing Cisco Network Devices) at Cisco Systems, New Delhi conducted by Cisco Authorized training partner (Data-Craft)
- Microsoft Certified Systems Engineer (MCSE)
- Microsoft Certified Professional + Internet (MCP +I)
- Completed Course on Solaris Administration (SA1 and SA2) from Silicon Univ.
- Certificate of Proficiency in Linux (Red Hat 6.1) & UNIX (SCO)
- Certificate of Proficiency in Relational Database Management System with SQL Server 7.0
- Completed 2 full days ISMS Internal Auditor training course on ISO 27001:2005 Information Security conducted by Intertek.
- Completed 5 full days ISMS Lead Assessor training course on ISO 27001:2005 Information security conducted by Intertek. Will appear for Lead Assessor exam soon.
- Certified ISMS Internal Auditor on ISO 27001:2005

3. Identity Management

3.1 Junior Technical, IDM

With around 4.5 years of IT experience, I aspire to render quality service to the organization to attain its goal, with purpose, devotion to the duty and determination to succeed and I also aim to achieve a challenging position in IT industry that promotes my professional growth and prospects.

SUMMARY

Total experience of 4.5 years in the IT industry, 3 years in Identity & Access Management

- Hands on experience in the implementation of Access Control, Identity Management, Single Sign-On, and user provisioning in a heterogeneous IT infrastructure
- Enterprise Security Architecture design, implementation of solutions built around Identity and Access Management.
- Product development experience on identity management & single sign on domains
- Extensive experience in developing cross platform products and solutions leveraging directory and security technologies
- Leadership skills with focus on team building, mentoring, quality assurance, time profitability, and sense of ownership
- Excellent offshore coordination skills, implementation, production build, and support
- Designing application security with products like Oracle Access Manager, Oracle Identity Manager, Sun Identity Manager, and Sun Access Manager
- Designing and implementing directory services with leading products like Oracle Directory Server and Microsoft Active Directory
- Web Engineering and Security
- Extranet Access control using Oracle Access Manager & Sun Access Manager
- SSL implementation utilizing PKI
- Enterprise Single Sign on Using Oracle Enterprise Single Sign on.

RECENT PROJECTS

Oracle Identity Manager - Implementation Phase 1

Role & Responsibilities:

- Gather and document detailed Identity Management functional requirements
- Create solution architecture and high level design using Oracle Identity Management Suite
- Design and Development of custom connectors for legacy applications
- Implement Identity Management Foundation by Customizing Oracle Identity Management suite of products
- Design of active directory integration with Oracle IDM system
- Customization of active directory adapter
- Design of database schema and interface for managing mapping tables, migration or reconciliation of active directory users into IDM system
- Testing and Product Training (Train the Trainer)

Oracle Identity Manager & Oracle Enterprise Single-Sign on - Consultant & Project Manager

Role & Responsibilities:

- Requirements Gathering
- Solution definition and high-level-architecture of the system
- Defining identity management roadmap for the banking organization.
- Solution definition and high-level-architecture of the system
- Proof of Concept for the workflow integration of custom application with Oracle Identity Manager
- Design of Oracle Database based Application integration with Oracle IDM system.
- Customization of Oracle Database Connector

- Design of database schema and interface for managing mapping tables, migration or reconciliation of Application users into IDM system
- Proof of Concept for Application integration with Oracle Single Sign-on

Oracle Identity Manager - Consultant and Project Manager- IDM Implementation Phase 2

Role & Responsibilities:

- Gather and document detailed Identity Management functional requirements
- Create solution architecture and high level design using Oracle Identity Management Suite
- Implement Identity Management Foundation by Customizing Oracle Identity Management suite of products
- Design of Enterprise ERP Application integration with Oracle IDM system
- Customization of ERP Connector based on Application Requirement.
- Design of database schema and interface for managing mapping tables, migration or reconciliation of Application users into IDM system

Oracle Identity Manager - User Provisioning (POC)

Role & Responsibilities:

- Understanding the requirement for user provisioning
- Installation and Configuration of Sun Identity Manager
- Configuring File AD, open LDAP and Notes Adapters
- Configuring Self-Service and Forgot password
- Writing sync form and rule to provision users into configured Adapters.

EDUCATION

College of Engineering Guindy, Anna University

Aug 2001- July 2004

Master of Computer Application, India,
Pachaiyappa's College, University of Madras

Aug 1997 - Sept 2000

Bachelor of Science (Physics)

India

3.2 Senior Technical, IDM

EXPERIENCE

Oracle Skills

- Oracle Database 8i, 9i
- Oracle 9iAS 1.0.2.2.2A,9.0.2.X.X,10G(Fusion Middleware),10G rel2
- Oracle 9iAS Portal 3.0.9.8.X,9.0.2.X,10G(9.0.4.X),10.1.2.0.2,10.1.4
- Oracle Internet Directory 9.0.2 ,9.0.4,10.1.2,10.1.4.0.1
- Oracle Portlet Factory
- Oracle Jdeveloper (Developing PDKJAVA Portlets)
- Oracle Identity Manager

Languages

- PLSQL, Java
- Scripting Language: Shell Script

Web Technology

- JDBC, Servlets, JSP

Operating System

- Red Hat Linux3.0, Windows 98, 2000, XP

Roles & Responsibilities

- IAS (Fusion Middleware)/Portal Administrator
- Troubleshooting IAS, Portal Issues including custom code issues.
- OWC champion
- Competency Team Lead for Portal/OID/SSO
- Training other competency team members to educate about Portal/SSO/OID
- IDM Lead: Scoping, Design, Implementation, Support/Maintenance
- Validating Portal Sites before shipping to Clients
 - Validating Shipping Docs
 - Validating Portal Repository
 - Checking Site accessibility and Admin Functionalities/Portlets

Certification (OCA)

Oracle Application Server 10g Administration Part 1

AREAS OF EXPERTISE

Oracle Portal:

- Portal upgrade from 3.0.9 to 9.0.2.X
- Portal upgrade from 9.0.2.X to 10G
- Portal Intermedia search, Ultrasearch
- Portal SSL configuration, Advanced Configuration like two mid-tiers with a load balancers
- Customizing portal site as per the requirement
- Building portal components
- Virtual host configuration for Portal and SSO
- Tuning Portal instance in case of timeout/slow performance
- Installing additional Languages, Applying Patches
- Troubleshooting Web Provider registration issues
- Configuring/Troubleshooting Portal Search features
- Portal Export/Import
- Deploying Discoverer Portlets

Oracle Internet Directory:

- OID synchronization with Microsoft Active directory, Database, iPLANET, eDirectory, openldap
- Configuring External authentication for OID

- Configuring Windows Native Authentication
- Configuring External application for SSO
- Adding/Modifying entries through ODM/LDAP commands
- Migrating Users/Groups across infrastructure instances
- Administering OID synchronization/Troubleshooting
- Configuring OID Replication
- Applying Patches

Single Sign On:

- Managing Users Groups Passwords
- Configuring External application
- Troubleshooting MOD_OSSO configuration
- Troubleshooting SSO server Startup issues
- Enabling SSL for SSO
- Export/Import of SSO data

IAS/Fusion Middleware:

- Mid-tier/Infrastructure installation on Windows/Linux environment, applying patches
- Distributed installation of Oracle Infrastructure components
- Configuring DAD for applications such as Portal/SSO
- Troubleshooting any issues with startup of OID/SSO Server/Portal Services
- Changing Portal/SSO/OID Port

Oracle Identity Manager (OIM):

- OIM Installation
- Adapter deployments
- Configuring Provisioning/Reconciliation rules
- Defining workflow

IDENTITY MANAGEMENT IMPLEMENTATIONS/PROJECTS

(These integrations were done as per the client requirement to integrate existing User/Group base to Oracle Internet Directory so that same accounts can be used to access Oracle Portal.)

OID-AD Integration using DIP (Directory Integration and Provisioning):

Tasks: Data gathering, customizing the mapping as per client, Requirement Gathering, Scoping, Design, Implementation, Testing

IPlanet - OID Integration using DIP (Directory Integration and Provisioning):

Tasks: Requirement Gathering, Scoping, Design, Implementation, Testing

OID-Banner Database Integration using DIP (Directory Integration & Provisioning):

Tasks: Requirement Gathering, Scoping, Design, Implementation, Testing

OID-AD Group Synchronization through PLSQL:

Tasks: Requirement Gathering, Scoping, Design, Coding PLSQL script to pull Group Data from Database tables & push to OID, Implementation, Testing

3.3 Specialist, IDM

CAREER OBJECTIVE

With around 4.5 years of IT experience, I aspire to render quality service to the organization to attain its goal, with purpose, devotion to the duty and determination to succeed and I also aim to achieve a challenging position in IT industry that promotes my professional growth and prospects.

SUMMARY

- Around 4 years of experience in diversified fields of Identity & Access Management Solutions, Application Software Development and Object Oriented methodologies and GUI based applications.
- Worked extensively in .Net Technologies, Java (Core & Advanced) programming languages and having expertise in Developing, Deploying, and Implementing Identity Management Solution.
- I&AM project experience includes work experience on Oracle Identity Manager (Thor - Xellerate) and Sun Identity Manager, including core knowledge of Infrastructure Architecture, technical design, product configuration, customization design, workflow configurations and customization, adapter design and build, adapter configuration and integration
- Functional areas of expertise includes Identity Management, Provisioning and Meta-directory solutions
- Product knowledge includes Sun Identity Manager, Oracle Identity Manager, Sun Directory Server, Critical Path Directory server, ActiveDirectory, LDAP directories (..iplanet..)
- Developing, Deploying, Implementing and Maintaining Identity Management solutions for clients and Consulting towards Designing and Building Security solutions.
- Experienced with MS-SQL Server, MySQL Server, AD, LDAP and MS-Access as back-end repositories with Unix, TomCat, Websphere, JBoss implementations for application deployment environments.

EXPERIENCE

- SoftAidIndia

EDUCATION

- Pursuing MCA from ICFAI.
- Passed Advanced Diploma in Information Technology from C-DAC, Soft Polynomials, Nagpur with 79 percentage
- Passed Diploma Engineering (Computer Technology) with 77.64 percentage aggregate from Mumbai Technical Board (after 10+02)
- Passed GNIIT, Graduation in NIIT from NIIT LTD, Nagpur (3yr Degree Course) with 76 percentage

4. Oracle Application Server

4.1 Junior Technical, Oracle Application Server

Currently Working as a System Engineer -I with CampusEAI India Pvt. Ltd(403, Galleria Tower, DLF Phase -IV, Gurgaon, Haryana) since **Jan 2006**

Designation: System Engineer II

Platform: Oracle Application Server 10g on Linux and Sun Solaris

Job Profile: This organization deals in the area of portal solution. My role in this organization is
--- To **installation, Configuration, Upgradation Servers.**

--- **Trouble shooting and Queries**
--- Consulting Work

Tenure with CampusEAI India Pvt. Ltd.

Working with the Oracle Application Server 10g on the Linux & Sun Solaris platform for a number of customers in the USA, UK, Canada, Hong Kong, Australia has provided an invaluable breath of experience with the implementation of the Oracle Application Server 10g. My responsibility is to installation, Configuration, Upgradation, Administration and various types of troubleshooting of clients servers.

MAJOR PROJECTS

- Installation of application server in RAC environment:
- installed and configured server for various clients
- Upgradation of portal from 10.1.2.0.0 to 10.1.4 .1.0,10.1.2.0.2 to 10.1.4.1.0
- creation of backup scrip for infrastructure tire and middle tire
- creation of script for prerequisites for RHEL 3.0
- creation of script for starting and stopping services
- prepared various documents

Technical Skills

- **Oracle Application Server 10G**
 - Installation(attended and unattended)
 - Upgradation(portal,repository)
 - Starting and stopping of components(OEM,opmn,dcmctl)
 - Configuration of SSL(sso,webcache,oid)
 - HTTP Server Administration
 - Configuration of virtual hosts,
 - HTTP server configuration and tuning,
 - HTTP server port tunneling through iaspt
 - URL Rewriting
 - creation and configuration of Database Access Descriptor (DAD)
 - creation and administration of data-source
 - good knowledge of various (oracle)modules of apache
 - good knowledge of various directives of apache
 - portal configuration and administration
 - creation and configuration of page and page group
 - export and import of pagegroup
 - tuning of page
 - deployment of portlet(via OEM and dcmctl)
 - Management of portlet repository
 - good knowledge of caching of page and portlet
 - good knowledge of various configuration files of OC4J
 - creation and configuration of OC4J container

- tuning of OC4J container
 - tuning of PPE
 - good knowledge of island processes
 - configuration and management of OC4J cluster(manual managed and dcm managed)
 - patching
 - WebCache administration,
 - WebCache configuration,
 - WebCache Tuneing
 - Administration of partner applications
 - Administration of External application
 - configuration of global inactivity timeout
 - configuration of SSO for multiple realm
 - Use Oracle Wallet Manager
 - Oracle Certification Authority(requesting and approving certificate)
 - Ultrasearch configuration and administration
 - Enabling ECID on various components
 - Managing logs of various components
 - Backup and recovery from OEM and command line tool
 - mid tire cloning
 - Administration of oracle Internet directory
 - Used metadata repository creation agent on standalone database
 - Integration of OID with Active Directory
 - Integration of OID with Sun One Directory server
 - Working Knowledge of Active Directory
 - Working Knowledge of Sun One Directory Server
 - Basic Knowledge of Oracle Identity Manager
- **Oracle 10G Database server**
 - Installation
 - DBMS
 - SQL
 - PL/SQL
 - Architecture and Administration
 - Backup and Recovery
 - Basic Performance Tuning
 - Networking
 - Concept Of RAC
- **Linux OS(Red Hat)**
 - Installation of RH Linux (CD, nfs, Kickstart)
 - Administration
 - Networking
 - Setting up LAN
 - DNS
 - DHCP
 - FTP
 - Squid Proxy Server
 - Mail Server
 - Web Server
- **Sun Operating System**
 - Installation
 - Administration
 - Networking
- **Scripting**
 - Linux Scripting
 - SQL PL/SQL
 - Perl

- **Other Tools**

- Jmeter for Load Testing
- BadBoy for Load and functional testing
- OS Watcher
- Portal Performance monitoring

Professional Qualification

- Post Graduate Diploma in System and Database Administration from CDAC Sector-62 , Noida
- Master of computer application (MCA) from Indira Gandhi National Open University (IGNOU)
- Bachelor of computer application (BCA) from Indira Gandhi National Open University (IGNOU)

4.2 Senior Technical, Oracle Application Server

I am the System Engineer for the Oracle Application Server Team of CampusEAI Consortium (CEAI). With more than 2.5 years of experience in IT domains, he specializes in creating Oracle Portal and other web solutions, and troubleshooting portal errors. His work includes Linux, Sun Solaris, Windows system and network administration. I understand the entire Oracle Application Server 10g flow and SSL configuration for enabling SSO security.

I am pursuing combined Bachelor of Computer Applications and Post Graduate Diploma in Internet Technology (PGDIT) degrees, Red Hat Certified Engineer, (RHCE) training, and a Cisco Certified Network Associate (CCNA) certificate.

With extensive experience in patching, including OAS from node and image backups and applications of the 10.1.4.1 and 10.1.2.2 patch sets, I am responsible for project delivery for multiple clients across the globe and portlet deployment. Successful projects include a live portal delivery in 90 days, complete architectural design and consistently achieving 100 percent of all targets.

I have led and moderated training and technical iSeminars for international clients.

Before joining, CEAI, I worked for Devyani International Pvt. Ltd in Delhi, India, and Momentum InfoCare Pvt. Ltd. in New Delhi. He provided networking services on Red Hat Linux, including server setup, configuration and basic administration, plus NFS Server Configuration, File & Print server configuration using SAMBA, and Trend Micro antivirus configuration for Linux.

4.3 Specialist, Oracle Application Server

Objective

Seeking an opportunity to put all of my knowledge, skills and potential for the development of my work for the organization as well as of myself.

Currently working for **CampusEAI Consortium** as Team Lead. Have more than three years of experience in IT with the below skill sets:

Fusion Middleware products:

- Oracle Application Server – Portal 9i, 10g.
- Oracle Single-Sign on (SSO) – Identity Management
- Oracle Internet Directory (OID)
- Oracle Database, PL/SQL
- Core Java.

Academic -

Year	Institution/University	Qualification	%
2004	Bangalore University	MCA	74
2001	T.M. Bhagalpur University.	B.Sc – Computer Sc	65
1997	B.I.E.C, Patna	I.Sc. – Math	57
1995	B.S.E.B, Patna.	Matric	71

Certification -

- Prometric Id: SR1491831
- Oracle 8i Database Administrator Certified Professional (OCP)
- Oracle 9i Database Administrator Certified Professional (OCP)
- Oracle Application Server 10g Administration 1 (OCA)
- Oracle Diagnostic Methodology (Oracle Internal only)
- Oracle RAV (Rapid Access visibility) (Oracle Internal only)

Trainings attended

Portal High availability training in Manchester, U.K.
Time management.

Technology - Oracle Fusion Middleware (Oracle Application Server)

Description - Working as Team Lead, managing the OAS Portal team, and supporting the CampusEAI members in their portal related issues, which ranges from installation, maintenance, troubleshooting, performance and consulting queries.

The technologies comprises of the various components of "Oracle Portal 10gAS v2 application Server architecture".

- Deploying customer specific login/logout pages
- LDAP command line tools, OIDDAS, ODM

- Integrating Microsoft Active Directory to Oracle Internet Directory
- Windows Native Authentication
- Portal SSL configuration
- Caching of portlets, Web cache site to server mappings
- Virtual hosts for portal and infrastructure
- Portal performance reports and troubleshooting performance issues
- Oracle Instant Portal
- Installation / Deployment of Oracle Application Server in Highly Available Env.
- Scripts to monitor start / stop / backup of servers
- Oracle Wireless portal access through PDA, testing through simulators like openwave
- Creating test env from Production env and vice versa
- Familiarity with the troubleshooting tools like http headers, ssodbg, pda, telnet, ping, tracecert, Idapbind etc.

Along with that, involved in Enterprise wide Portal iSeminars training materials for corporate training purposes.

5. Portlet Development

5.1 Junior Technical, Portlet Development

Professional Summary

Real time exposure to **JAVA, JDBC, SERVLETS, JSP, STRUTS 1.1** using J2EE servers, deployment wizards like WebLogic and Tomcat
 Good command over Object Oriented Programming, Multi-tier applications and good Analytical Skills.

Professional Experience

- Working as Software Developer at CampusEAI India Pvt Ltd, Gurgaon from June, 2006 to till to date
- Worked as Software Engineer at SoftEdge Technologies, Bangalore from Nov, 2004 to May, 2006.
- Worked as Jr. Software Developer at Duncan Infotech, Hyderabad from Nov, 2003 to Oct, 2004.

Academic Profile

- Master of Science (Information Systems) from Andhra University.
- Bachelor of Computer Applications (B.C.A) from Sri Venkateswara University.

Technical Skills

Operating Systems	:	Windows 9x/NT/2000.
Programming Languages	:	Java.
Web Technology	:	J2EE, JDBC, Servlets, Hibernate, JSP, HTML.
Scripting Languages	:	Java Script.
Framework	:	Struts.
Application, Web Servers	:	Oracle Application Server, WebLogic, Tomcat.
IDE	:	Jdeveloper, Eclipse.
RDBMS	:	Oracle.

Project Summary

Project # 1

Title : OSTN(Open Student Television Network)
URL : http://ostn.tv

Period : June, 2006 – till date.
Environment : JSP, Servlets, JavaBeans, XML, Hibernate, Tomcat.
Team Size : 8 members
Synopsis : The Open Student Television Network is a distributed network delivering video content. There are two important major sources of the content being provided on the OSTN network: student programming and commercial content. There are also two content delivery methods by which the video content is delivered to the end user: video on demand and streaming video. The video on demand delivery method is to be utilized primarily by the student programming content of the OSTN. The streaming delivery method is used to provide both student and commercial programming to OSTN end users. Although it might not at first be apparent, the commercial and student content sources also separate the software portion of the OSTN into functional blocks. Since the methods of delivery for commercial and student content are radically different, the software components used to handle each type of content is also different. Each delivery mechanism has its own advantage; VOD allows the user to view what he/she wants to view at any point in time while multicast streaming allows for the first feasible digital rebroadcasting of standard linear broadcast programming via the internet.

Role and Contribution:

- Worked as Developer I was responsible for the following:
- Developing Database Persistent object using Hibernate.
 - Involved in Code optimization and Reviews.
 - Developed the views using JSP's.
 - Involved in Documentation and installation on production server.

Project # 2

Title : Asynchronous Sales and Purchase
Client : Net Suite, USA
Environment : JSP, Servlets, Hibernate, Struts, WebLogic and Oracle.
Team Size : 9 members
Synopsis :

ASAP is financial based system to provide broad services to the clients, like issuing the loans, ASAP provides a loan for the valid customer. ASP follows BARD architecture. 'B' represents Branch, 'A' represents Area, 'R' represents Region and 'D' represents Division. Division is the Top Management. ASAP system consists of various web based user interface components as well as service based components. Service based components communicate with each other through message flowing through the ESB's. Each service component manages the data about one noun. It also provides services for acquiring data related to the noun using 3rd party vendors. Web component contains all the web pages and controller entities to display the data that user required.

ASAP Application mainly comprises of Domain Engines, Web component and Enterprise Service Bus. The different parts of the application are as below.

Role and Contribution:

- Working as a Team Member in,
- Developing Database Persistent object using Hibernate.
 - Involving in Enhancements of the ASAP.
 - Actively participating in fixing of Bugs.
 - Maintaining Business components file upload.

Project # 3

Title : EIS (Employee Insurance Scheme)
Client : BerBrand NET Division, Italy
Environment: JDBC, JSP, Servlets, Struts, Tomcat and Oracle.
Team Size : 14 members
Synopsis :

The centralized insurance application is an automated insurance facility for the employees of an organization which relieves the burden of obligation towards them from the part of the employer. The whole project is undertaken on behalf of EIS (Employee Insurance scheme). EIS provides various kinds of benefits to the employees of a factory subject to certain conditions. The root of the system starts from registering the employer's factory under the EIS policy. This follows with a series of procedures like inspection and other verifications which ultimately end up with the registration or rejection of the factory. Further, arises the retrieval of claim after the verification of the documents enclosed thereby. This is the overview of the whole process of EIS enhancing the facilities provided to the employers by converting it into an automated and online system.

Role and Contribution:

Worked as a Team Member in,

- Developing Struts Frame work
- Developed the views using JSP's
- Involved in database operations using JDBC

Project # 4

Title : AutoBugger

Client : Time Point, USA.

Environment : Java, Servlets, JSP, Java Beans, Oracle, JavaScript, and HTML.

Team Size : 6 members

Synopsis :

AutoBugger is a customized tool to track the defects/bugs of the software projects in industrial systems. The system was decomposed as Classification, Assignment, sorting, searching, reporting, accesses control, user permissions, attachments and e-mail notification Modules. This application used to track reported bugs, defects, business issues, and enhancement requests across multiple projects. While creating the issues/bug user can attach the files so that the issue resolver get better understanding of the issue/bug reported. Reports module of this application allows user to export your issues to Excel files.

Role and Contribution:

Worked as Developer I was responsible for the following:

- Involved in developing the views using JSP
- Involved in requirement capture and prepared html prototypes.
- Involved in Designing of the application and Preparation of Documents

5.2 Senior Technical, Portlet Development

Professional Summary

Senior Architect and project manager for entrepreneurial and Fortune 500 companies with extensive experience in global and international projects. Adept at converting high-level business requirements into workable solutions with tangible results. Experienced at interaction and communication with project participants, stakeholders, and executive management. Skilled at managing complex security and regulatory requirements to meet or exceed compliance and auditing needs.

Proven Areas of Expertise:

- International Project Management
- Process Development and Improvement
- Regulatory Compliance and Auditing
- Global Systems Support
- Enterprise Disaster Recovery and Planning
- Technology Architecture and Integration
- Data Security, Retention, and Forensics
- High Level Business Process Mapping
- Product Lifecycle Management
- Employee Development

Professional Experience

SENIOR ARCHITECT

CampusEAI Consortium - Cleveland, OH

Responsible for overseeing the development and implementation of portal technology for Consortium members by working with key stakeholders to develop and assist with the implementation of portal strategy. Plan, organize, and coordinate project aspects, including requirements gathering and estimations for budget and timeline, of multiple concurrent international projects. Responsible for assisting with the design, development and implementation of the portal technology strategy for members as well as other current intranet portal technologies used. Directly responsible for translating the strategy into actionable plans and ensuring the execution of those plans either directly or indirectly. This also includes planning and implementing conversion of non-portal solutions to the new environment once established. Works with members' project managers to translate their needs, and those of the business units into options utilizing portal or web-based technology.

- Manage the development and implementation of horizontal platform for the enterprise.
- Work with appropriate groups to ensure business processes are updated based on project solution.
- Ensure firm-wide impacts are assessed and communicated clearly.
- Champion members' needs during strategy development assists to prioritize needs and rollout, shares best practices, stays abreast of the industry's use of portal technology.
- Create metrics (e.g. utilization) for reporting. Develop tools for the business to ensure content is appropriately placed and timely.
- Act as a key contributor to the enterprise portal strategy and maintenance.
- Mentor junior developers.

5.3 Specialist, Portlet Development

I am the Chief Technology Officer of the CampusEAI Consortium. As the Chief Technology Officer, I am responsible for implementing the Consortium's technical strategy, managing technical personnel, processes, and functions, and implementing CampusEAI Consortium's technology strategy. Mr. Macpherson also advises the Oracle Corporation on Oracle's Portal, Security, and Collaboration Suite Customer Advisory Boards.

I have over 17 years of experience in business and information technology. Before joining the Consortium, I worked at Oracle Corporation as part of the Advanced Technology Service Group (ATS) as a subject matter expert on mid-tier web based Oracle products inclusive of Application Server, OCS, 11i, iStore, J2EE, security, and various other Oracle technology products. I represented Oracle on a number of standards bodies including OASIS for the XML, WSRP, and WSIA standards.

I hold a Bachelor of Science in Materials and Engineering from Case Western Reserve University's School of Engineering.

6. Project Management Office

6.1 Junior Technical, Project Management Office

Professional Summary

I have 8 years experience in the IT industry, He is working as a senior project manager for CampusEAI consortium based in Cleveland, OH for 2 years and has worked with Oracle Consulting in different positions for 6 years. He has been involved in implementing and managing projects with various Oracle tools of the 9iAS and 10gAS stacks like portal, Wireless, Oracle Workflow, Identity Management using languages such as java, pl/sql, JavaScript, HTML, XML in various onsite and off shore assignments

Higher Education Professional Experience

- California State University, Los Angeles, U.S (Student Portal) - Project Manager for the implementation of the student portal for the member and co-ordination with the university IT team. The project involved setting up a high availability environment on the middle tier of the application server with a load balancer in the front. The project also involved setting up Oracle VDS based Identity management solution for the Identity management part of the portal. . The portal was also using custom developed Announcements and News portlets. The student portal will be catering to 45000 students at the university.
- Foothill Deanza Community College District, California, U.S (Early Alert System Application): Project Manager for the development and implementation of this java based custom application, which was then integrated with the portal. This application was supposed to be used for Student retention and performance improvement.
- University of Arkansas, Little Rock, U.S (Student, Staff & faculty portal): Project Manager for the implementation of the Student, Staff & Faculty portal for the member and co-ordination with the university IT team. The project involved setting up the high availability environment both at application server middle tier and application server infrastructure tier. The project also involved integrating portal OID with Sun LDAP directory using the sunone identity manager for the portal identity management implementation.

6.2 Senior Technical, Project Management Office

I have four and a half years of experience in the field of Information Technology. I have been a project manager with the CampusEAI Consortium in Cleveland, Ohio since 2005. Prior to this, I worked with Ashok Leyland Ltd as Senior Executive - Systems. During this time, I worked on various projects including implementation of a nationwide Enterprise Information Portal and Software for Total Quality Management both on the Oracle Application Server. I also worked with PriceWaterhouseCooper's team assessing the impact and quality of Information Technology systems in Ashok Leyland. I hold a degree in Software Engineering from Bharthiar University.

Identity Management Areas of Knowledge:

- LDAP V3. Standards
- Oracle Internet Directory
- Directory Integration and Provisioning Tool
- Oracle Directory Manager
- OID- Delegated Administrative Services

Project Management Expertise:

- Project Initiation - Business requirement elicitation and documentation - Identifying project teams and assigning roles / responsibilities - Project kickoff and finalizing high level success criteria.
- Project Planning - Working with project teams to identify and decompose tasks - Ensuring that expectations are set with internal and external stakeholders on effort, schedules, responsibilities, and cost - Preparing an presenting project plans for stakeholder approval.
- Project Execution, Monitoring, and Control - Working with implementation teams to ensure that project baselines are met. Communicating project status reports to stakeholders for visibility to progress, dependencies, and forecasting of resources. Working with clients to identify change requests and potential project impact.
- Project Closing - Leading joint sessions to review work that has been completed with respect to project baseline. Ensuring project goals and success criteria is met for project closure. Identification of lessons learnt and best practices.

Select Projects:

- McKendree College - Integration of Active Directory with Oracle Internet Directory. Worked hands on with the CampusEAI team to implement Active Directory authentication plug in to OID.
- Georgia State University - Integration of Novell Edirectory with Oracle Internet Directory using an house integration tool tools.
- Georgia State University - Hands on integration of Oracle Discoverer with Oracle SSO server as a partner application for integration with Oracle Portal.
- Roosevelt University - Managed Integration of the Oracle Internet Directory with user database populated by the Banner ERP system.
- University of Southern Mississippi - Managed integration of load balanced OID with Edirectory. This was implemented by a third party contractor who was brought in to augment staff due to complexity of the architecture. Responsibilities included managing vendor relationship, identification and documentation of requirements, establishing expectations from vendor, communicating requirements from vendor to client, closing vendor contract based on deliverables and sign-off on project success criteria.

6.3 Specialist, Project Management Office

Professional Summary

- A Certified Project Management Professional (PMP, PMI USA) , currently working as Director of Project Management at CampusEAI, a not-for-profit information technology services and consulting provider focused on helping its members implement enterprise e-business solutions.
- A graduate in engineering services with over ten years of experience in Project and Process Management, business analysis working in Software Development, Quality Assurance, Testing, and Project management, as a Process and Project Management Consultant.
- This is complemented by deep knowledge and application of Quality assurance methodology, supported by experience, of defining and implementing processes that comply with ISO 9000 and SEI-CMM and SEI-CMMI framework and consulting process improvement
- A Certified Internal Quality systems auditor for ISO9001:2000 and audited Quality Management Systems of software development projects with reference to ISO, CMM and CMMi framework.
- Conducted training programs on various technologies, which include Quality Management Systems, ISO 9000, Internet technologies, embedded & mobile technologies etc.
- Worked as Functional Area Representative for SQA KPA for CMM Level 5 Assessments.
- Implemented process re-engineering approach which helps in designing / redesigning appropriate processes to achieve business objectives.
- Worked on Six sigma initiatives and projects, resulting in tangible QNI (Quality Net Income).
- Worked on web applications, particularly the Design and development of applications using Java and strong at Internet technologies and also Worked extensively on Unit and Functional Testing.
- Worked on Windows 95, 98, NT, and 2000 platforms, UNIX, Linux.
- Possess significant experience in OOPS concepts and Java, JDBC, Servlets, RMI, Web Technologies and TCP/IP Socket Programming.
- Trained on
 - Project Management
 - SEI CMM
 - SEI-CMMI model framework
 - ISO 9001:2000
 - Six Sigma Black Belt (DMAIC and DMADV)
 - Internal Quality Systems Auditing
 - Metrics Training (Statistical Process Control) and Defect Prevention
 - Effective Quality Assurance Workshop
- Prior to working with CampusEAI, ABC was working with Satyam Computer Services - a global IT consulting firm where he/she had the privilege of working with global customers like
 - Thomson - Scientific
 - GE - Consumer Finance
 - GE - Energy
 - Glaxo SmithKline
 - CISCO
 - TRW
 - Inter Touch - Malaysia
 - Al Rajhi Banking & Investment corporation.

7. Training

7.1 Junior Technical, Training

Professional Summary

Understand different Instructional Design (ID) is a process using a systematic approach to plan a course of instruction (e.g., program, course, lesson, and instructional material) and flawless knowledge of instructional theories and practices which can help in development of training programs.

Education

Dec 2003	OHIO University, Athens, U.S.A Masters in Business Administration (Marketing and Mgmt Information Systems)
Apr 2001	Mangalore University, Karnataka, India Post Graduate Diploma in Computer Applications
Apr 2001	Manipal Academy for Higher Education, Distance Education, Manipal, India Post Graduate Diploma in Information Technology
Nov 1999	Mangalore University, Karnataka, India Bachelors in Business Management.

7.2 Senior Technical, Training

Professional Summary

Have the capabilities including Needs Analysis, Current Training Analysis, Task, Job Analysis, Content, Curriculum Analysis, Instructional Simulations Design and Instructional Theory Implementation for a variety of technology based delivery option.

EDUCATION

MBA (Marketing)	Masters of Business Administration Grade : A. CSM-TASMAC, Affiliated to Canada University.
M A	Master of Arts from KSOU - Mysore.
PGDMA	Post Graduation Diploma in Marketing & Advertising - a 1-year course from Bharatiya Vidya Bhavan, Bombay.
Foreign Trade Management.	1 yr. Honors Diploma in Foreign Trade Management from St. Joseph's College, Bangalore.
B.A (Honors)	St. Joseph's College of Arts & Science (B.U) April 2000 with I class.

7.3 Specialist, Training

Professional Summary

- Responsible for overall Training department for the organization.
- Implemented and started CIT (Cleveland Institute of Technology) in India and US.
- Developed online and face to face training for employees and members around the globe.
- Planned and developed organizational process for document management, and version control.
- Overall Management of CIT and CIT Learning Management System
- Set up office and Resources in India to teach Indian students.
- Played a vital role in tie-up with an Indian college to teach high end technical courses.

Education

- San Jose State University, California, USA
M.A: Instructional Technology,
- Saint Cloud State University, Minnesota, USA
B.S.: Business Computer Information Systems
Minor: Instructional Technology
- Minnesota State University, Akita, Japan
A.A: Associate of Arts, Certificate in Japan Area Studies
- Member of ISPI (International Society for Performance Improvement)

Exhibit II



CampusEAI Master License and Services Agreement

CAMPUSEAI MASTER LICENSE AND SERVICES AGREEMENT

This CampusEAI Master License and Services Agreement ("Agreement") is entered into by and between **CAMPUSEAI**, a non-profit corporation having a principal place of business at 1940 East 6th Street, 11th Floor, Cleveland, Ohio 44114-2225 ("CampusEAI") and the "Name of the Licensee", located at "Address of the Licensee" (hereinafter referred to as "Licensee"), to be effective as of the ___ day of _____, 200_ ("Effective Date").

1. GENERAL

1.1. **Services of CampusEAI.** CampusEAI has developed and makes available certain software, proprietary and third party content, and software customization services, all as further specified in this Agreement. Licensee desires to receive the benefit of and use the software and services made available by CampusEAI.

1.2. **Binding Agreement.** In exchange for and in consideration of the mutual promises, premises, and covenants herein, and for other good and valuable legal consideration what does that mean?, the receipt and sufficiency of which are hereby acknowledged, CampusEAI and Licensee hereby agree to be bound by this Agreement and the terms and conditions set forth herein.

2. DEFINITIONS

2.1. **"ASSETS"** shall refer to all CampusEAI Assets, Joint Assets, Licensee Assets and Re-licensed Assets.

2.2. **"CAMPUSEAI ASSET"** shall mean all Content: (i) provided by CampusEAI to Licensee; (ii) which is derived from, derivative of, or based in whole or in part upon any Content provided by CampusEAI and (iii) developed during the Term which does not incorporate Licensee Asset.

2.3. **"CONTENT"** shall refer to all computer software (including source code and object code versions); white papers; studies; wire and UML diagrams; project plans; video, music, screenplays, plots, story boards, scripts, and related documents; and Enhancements of the foregoing which relate to the Services.

2.4. **"END USER"** shall mean any individuals, authorized by Licensee to access and use the CampusEAI Asset and to receive any of the Services.

2.5. _____

2.6. **"ENHANCEMENTS"** shall mean modifications, adaptations and derivative works.

2.7. **"LICENSEE"** shall have the meaning ascribed above and, in addition, shall refer to any wholly-owned subsidiaries and subdivisions of Licensee.

2.8. **"LICENSEE ASSET"** shall mean any Content developed solely by Licensee or by Licensee in collaboration with any third party which does not incorporate CampusEAI Asset.

2.9. **"PORTAL"** shall mean the computers servers and Internet sites pursuant to which Licensee may access and use the Assets.

2.10. **"RE-LICENSED ASSET"** shall mean any Content which is owned by third parties and licensed to CampusEAI and re-licensed by CampusEAI to Licensee, or which is owned by third parties and licensed directly by said third parties to Licensee pursuant to a separate license agreement.

2.11. **"SERVICES"** shall refer to the services to be provided by CampusEAI as set forth in the SOW.

2.12. **"STATEMENT OF WORK" or "SOW"** means a separate document which must be signed by authorized representatives of both parties to this Agreement pursuant to which CampusEAI agrees to perform specified Services, Assets and licenses to Licensee. The SOW shall be attached hereto as **Attachment A**.

3. INTELLECTUAL PROPERTY RIGHTS

3.1. License, Title and Ownership of Assets.

3.1.1. Except with respect to the license granted herein, Licensee agrees that all right, title and interest, including all rights under patent, trademark and copyright law, in and to any and all CampusEAI Assets, shall be owned by CampusEAI.

3.1.1.1. In the event that Licensee has elected to receive a license to the CampusEAI Asset (as shall be designated in the SOW), then Licensee is granted such license pursuant to the license agreement attached as **Attachment B**, which is hereby incorporated into this Agreement by reference.



CampusEAI Master License and Services Agreement

damages, liabilities, costs, or expenses; (b) CampusEAI upon consultation and with the approval of the office of the Ohio Attorney General shall have sole control of the settlement and defense of any action to which this indemnity relates; (c) Licensee cooperates in every reasonable way to facilitate such defense; and (d) if Licensee becomes aware of any suspected infringement by a third party of any proprietary rights of CampusEAI, Licensee shall promptly notify CampusEAI of such activities. Chris?

7. LIMITED WARRANTY AND EXCLUSIVE REMEDY

- 7.1. **Limited Warranty.** CampusEAI warrants that it shall perform all services in a professional and workmanlike manner. CampusEAI further warrants that the CampusEAI Asset shall substantially conform to the specifications set forth in Attachment A for a period of one (1) year.
- 7.2. **Exclusive Remedy.** Licensee's remedy for defects in the CampusEAI Asset shall be the repair, replacement or the return of the total cost of the CampusEAI Asset, at the election of CampusEAI.
- 7.3. CampusEAI warrants that it will perform Services in a professional manner.
- 7.4. Each Party warrants, represents, and covenants to the other Party that it: (i) has the power and authority to enter into this Agreement and to perform fully its obligations hereunder; and (ii) shall not knowingly use the rights granted to it hereunder for any unlawful purpose. To the best of each Party's knowledge, the enforcement and enjoyment by either Party of its rights and benefits hereunder do not and will not violate, and are not and will not be subject to restraint or curtailment under, the terms of any contract or agreement by which the other Party is bound.
- 7.5. The Parties agree to notify each other in writing immediately in the event any of the warranties and representations contained in this Agreement are no longer true.

8. MISCELLANEOUS

- 8.1. **Force Majeure.** The parties will not incur liability to each other for failing to perform any obligation under this Agreement if such failure results from a force majeure or any force beyond their reasonable control.
- 8.2. **Governing Law.** This Agreement shall be deemed

accepted by Licensee in the United States and will be governed by and construed in accordance with the laws of the state of Ohio, USA. The prohibition on or unenforceability of any provision in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

- 8.3. **Compliance with Laws.** CampusEAI represents that it will comply with any and all applicable municipal, state, and federal laws, rules and regulations applicable to the performance its obligations under this Agreement.
- 8.4. **No Waiver.** The failure to enforce any breach of any covenant or condition of this Agreement by either party shall not constitute a waiver of said covenant or condition and shall not hinder or otherwise prevent the subsequent enforcement of said covenant or condition.
- 8.5. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, but neither Party shall have the right to assign or otherwise transfer its rights under this Agreement without receiving the express prior written consent of the other Party. Any attempt to assign the rights, duties or obligations under this Agreement by Licensee without such consent shall be a breach of this Agreement and shall be null and void. Need to be able to move the software to another state agency if necessary (i.e. 2 or more agencies are merged or consolidated to form a new agency.).
- 8.6.
- 8.7. **Severable Provisions.** If any of the provisions in this Agreement shall for any reason be declared or held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 8.8. **Notices.** Notices under this Agreement shall be in writing and shall, for all purposes, be sent by registered or certified mail, return receipt requested, postage prepaid, properly addressed to the parties at the addresses set forth below, or at such other address for either party as may be specified by such party for purposes of this Agreement:

CampusEAI:

CampusEAI
1940 East 6th Street
11th Floor
Cleveland, Ohio 44114-2225

Confidential



CampusEAI Master License and Services Agreement

8.9. **Entire Agreement. The State Term Schedule and this Agreement, including all attachments hereto constitutes the entire agreement between the parties hereto and supersedes all previous letters, understandings, or verbal agreements which relate to the services to be provided by CampusEAI to Licensee. No modification of this Agreement shall be binding on the parties hereto unless such modification is in writing and duly signed by each party.**

8.10. **Construction/Joint Drafting.** This Agreement is a negotiated document and shall be deemed to have been drafted jointly by Parties, and no rule of construction or interpretation will apply against any particular Party

based on the contention that the Agreement was drafted by the other Party Chris?

8.11. **Personally Identifiable Information.** Neither Party shall be required to provide any personally identifiable information regarding specific users which could violate any privacy or other legal rights of users or third Parties, including but not limited to the Family Educational Rights and Privacy Act (FERPA).

8.12. **ACKNOWLEDGEMENT.** LICENSEE ACKNOWLEDGES IT HAS READ THIS AGREEMENT, INCLUDING ALL ATTACHMENTS, AND THAT IT UNDERSTANDS SAME AND AGREES TO BE BOUND THEREBY.



ATTACHMENT B

SECTION I: CAMPUSEAI COMMUNITY DEVELOPMENT CENTER (CDC) LICENSE

This CampusEAI CDC License ("License") is entered into by and between **CAMPUSEAI**, a non-profit corporation having a principal place of business at 1940 East 6th Street, 11th Floor, Cleveland, Ohio 44114-2225 ("CampusEAI") and the "Name of the Licensee", located at "Address of the Licensee" (hereinafter referred to as "Licensee"), to be effective as of the ___ day of _____, 200_ ("Effective Date").

WHEREAS, CampusEAI and Licensee have entered into a Master License and Services Agreement ("MLSA") dated the same date as this License; and,

WHEREAS, the Licensee wishes to License certain content provided by CampusEAI which is derived from, derivative of, or based in whole or in part upon any proprietary computer software/programming provided by CampusEAI;

Now therefore, in exchange for and in consideration of the mutual promises, premises, and covenants herein, and for other good and valuable legal consideration, the receipt and sufficiency of which are hereby acknowledged, by execution of the MLSA, CampusEAI and Licensee hereby agree to be bound by this Agreement and the terms and conditions set forth herein.

1. Definitions:

1.1. Definitions. All capitalized terms not otherwise defined herein shall have the meaning set forth in the MLSA.

2. License and Intellectual Property:

2.1. Grant of License in CampusEAI Asset. In consideration of Licensee's compliance with the terms and conditions set forth herein, CampusEAI hereby grants to Licensee, and Licensee hereby accepts, a non-exclusive perpetual license to use the CampusEAI Asset. Licensee may create Enhancements to the CampusEAI Asset for its internal use only and in connection with the Services. Licensee shall be permitted to upload, download, use and exchange Enhancements created by Licensee or by other Licensees of the CampusEAI Asset through the Portal. Licensee shall also be permitted to share the source code associated with Enhancements, collaborate on the development of Enhancements, and otherwise share ideas regarding the CampusEAI Asset with other Licensees of the CampusEAI Asset through the Portal. Licensee shall not disclose or distribute to

any third party any of the Assets except through the Portal.

2.2. Restricted Use of CampusEAI Asset. Licensee shall not (i) transfer, lease, license, sublicense, sell, assign or otherwise dispose of the CampusEAI Asset or any Enhancements; (ii) other than in connection with Licensee's use of the CampusEAI asset as permitted by this License for its internal use, adapt, modify, decompile, disassemble, reverse engineer the CampusEAI Asset, or translate or create any derivative works based on the CampusEAI Asset; and (iii) make any copies of the CampusEAI Asset.

3. Termination:

Term. This Agreement shall be a perpetual license for CEAI Assets unless there is a material breach. In the event of a material breach provisions under section 10.2 will come into effect.



PLEASE PRINT NAME AND ADDRESS ABOVE AND SIGNATURE OF PARTY EMPLOYED BY THE CAMPUS EAI

CampusEAI Master License and Services Agreement

CONTRACTOR

STATE OF OHIO,
DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF STATE PURCHASING

BY: *Arun Kumar*
ARUN KUMAR
C.F.O

BY: *Hugh Quill*
HUGH QUILL DIRECTOR,
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE: 9/03/08

DATE: 09/30/08

Confidential