

STATE TERM CONTRACT

THIS CONTRACT ("Contract") is between the State of Ohio ("State"), through its Department of Administrative Services, Office of Information Technology, at 30 East Broad Street, 40th Floor, Columbus, Ohio, 43215 and Unisys Corporation ("Contractor"), with offices at 801 Lakeview Drive, Blue Bell, Pennsylvania, 19422.

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 under its competitively bid contract with the Commonwealth of Massachusetts, ITC47 – Information Technology Hardware, Project Management, Integration, and Maintenance.

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 warrants and represents that it has the right to resell such products or license such software as of the date of this Contract. If at any time during this Contract, Contractor's right to resell such products or license such software terminates, Contractor shall immediately remove such products and or software from this Contract. Contractor shall indemnify the State in accordance with this Contract for any third party claims arising out of an absence of this right in whole or in part.

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 ^{2019 CMK} 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 June 30, ~~2017~~. 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.
- 1.2 **CONTRACT RENEWAL.** In the State's sole discretion, it may renew this Contract for a period of one month at the end of each biennium during which this Contract remains in place. Any further renewals will be only by written agreement between the State and the Contractor. Such renewals may be for any number of times for any period not to exceed the time remaining in the State's then-current biennium.

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 that which the Contractor has offered each product and service to the Commonwealth of Massachusetts under contract ITC47 – Information Technology Hardware, Project Management, Integration, and Maintenance.

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 other customer pricing as identified herein, the State will be entitled to a price decrease any time the specified customer pricing is decreased under the applicable customer agreement.

- 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:

Price List under Commonwealth of Massachusetts, Contract ITC47 – Information Technology Hardware, Project Management, Integration, and Maintenance

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. And except in the case of operating systems licensed in conjunction with servers, desktop PCs, notebook computers, PDAs, and similar 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 NOTIFICATION OF PRICE INCREASES. If this Contract permits any price increases, the Contractor must notify the State and any affected State agencies of the increase at least 60 days before the effective date of the price increase. The Contractor must notify affected State agencies at their purchase order "bill to" address contained in the applicable purchase orders. This notification must specify, when applicable, the product serial number, location, current price, increased price, and applicable purchase order number.

2.5 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.

2.6 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
- (f) If the invoice is for a lease, the Contractor also must include the payment number (e.g., 1 of 36).

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.

2.7 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.

- 2.8 **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.
- 2.9 **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.
- 2.10 **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.
- 2.11 **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").
- 2.12 **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.
- 2.13 **OFFSET.** The State may set off any amounts the Contractor owes to the State under this contract against any payments due from the State to the Contractor under this contract 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 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 fifteen (15) business 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, but only to the extent of the liabilities assumed by Contractor as set forth in Section 7.4, Indemnity, of this Contract. 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 Contractor will, for each policy required by this Contract, provide the State with 30-days prior written notice of cancellation, material change, or non-renewal, except a ten (10) day notice of non-payment of premium. And the Contractor's Commercial General Liability must be primary but only to the extent of the liabilities assumed by Contractor as set forth in Section 7.4., Indemnity, of this Contract over any other insurance coverage.

- a. Commercial Automobile Liability insurance with a combined single limit of \$500,000.
- b. 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, 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 Information Technology, as well as all agencies that have ordered the Deliverable, within thirty (30) days after the Contractor learns of any of the above events. At the option of the Contractor, 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. 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 reimburse 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 and Contractor fails to provide a written assurance of performance within ten (10) calendar days of a written request thereof that is reasonable acceptable to 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 three (3) times. After the third 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 the applicable order under it should that third party fail to release any funds related to such 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. Subject to the limitations of liability set forth herein, 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, subject to the limitations of liability set forth herein, 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.

Upon the State's request on an order by order basis, Contractor will confirm the location of the specific services being ordered, but no such location may be outside the US without prior written approval from the State except as noted in Exhibit IV, Standard Affirmation and Disclosure Form, attached hereto that do not involve the transmission of any state data outside the United States.

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. Where a statement of work for services to be performed under an order sets out a services Deliverable subject to State acceptance, the State shall have a period of thirty (30) days to review each services Deliverable following delivery for conformance with agreed upon requirements as set forth in the statement of work. The parties may set forth detailed acceptance terms and criteria consistent with these terms in a statement of work under an order on an order by order basis. Catalog services and services performed on a time and materials basis or which have no defined Deliverables (e.g. consulting) set forth in a statement of work shall be accepted as performed, but subject to the warranties set forth in this Contract. 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 (excluding loss caused by the State/purchasing agency's negligence) 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 any item or information that the Contractor or a third party owns and that it makes commercially available in the marketplace through a license, 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, tools, utilities, routines, templates, processes, techniques, models,

methodologies, frameworks, diagrams, schematics, blueprints and other Contractor or third party knowledge capital, including any enhancements, updates, upgrades, revisions, modifications, new versions and or any other derivations thereto, even if required to be developed during the course of any Services performed hereunder, any of which may be reduced to tangible form and supplied as a Deliverable hereunder.

Any Commercial Material that the Contractor delivers as a Deliverable is subject to the scope of the license granted in Exhibit II to this Contract, unless otherwise specified in the applicable order.

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 as specified in the applicable order, or if none are specified, as 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 as specified in the applicable order, or if none are specified, as permitted under the federal patent laws for each copy of the Commercial Material delivered to it by the Contractor.

The State will treat any Commercial Material as Confidential Information, in accordance with the requirements of the Confidential Information section of this Contract.

- 5.2 CUSTOM DELIVERABLES.** Custom Deliverables are tools, utilities, routines, templates, processes, techniques, models, methodologies, frameworks, software, documentation, diagrams, schematics, blueprints and all other items that are originally developed during the course of Services performed hereunder and supplied as a Deliverable hereunder. All Custom Deliverables 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 reasonable assistance 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 non-exclusive, royalty-free, perpetual license to use and/or modify for its internal purposes, 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, except for those who are involved in the use of the Confidential Information in accordance with the terms of this Contract and have agreed in writing to be bound by terms consistent with the provisions of this Contract, and must use it solely to perform under this Contract.

The State acknowledges that, in connection with this Contract and its relationship with Contractor, it may obtain information relating to the products or to Contractor that is of a confidential and proprietary nature, including any Deliverables that contain data, documentation, or other written information that is confidential in nature and properly labeled as such, or which the State knows or has reason to know is confidential, proprietary or trade secret information of Contractor, 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 promptly 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 seek 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, OIT 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
L-3686
Columbus, OH 43260-3686

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 provided in accordance with and the requirements of this Contract;
- (b) as to Deliverables, the State will be indemnified as provided in this Contract against claims that the Deliverables infringe on the intellectual property rights of any third party as provided in the indemnification sections of this Contract;

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 applicable to its business, 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, or refund the amount of the compensation paid for the Deliverable. The Contractor also will be liable to the State for any direct damages to the extent caused by such breach of these warranties, subject to the Limitation of Liability provisions of this Contract.

7.2 SOFTWARE WARRANTY. If Exhibit I includes work to develop custom software as a Deliverable, then on delivery and for ninety (90) days 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 substantially conform to the documentation provided with the software or as otherwise agreed upon and set forth in the applicable order;
- (c) The Contractor will deliver and maintain relevant and complete software documentation, commentary, and source code, but if the custom software consists of modifications to Contractor's or its third party licensor's pre-existing software, Contractor shall only be obligated to deliver such documentation, commentary and source code that is generally made available by Contractor or its third party licensors to their customers;
- (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 Contractor's Commercial Software, the Contractor warrants that a period of ninety (90) days or such longer period as may be specified in Exhibit I, from delivery, the Contractor must, upon the State's written notification to Contractor in writing of any defects:

- (a) Provision of a workaround or correction for material errors in Contractor's Commercial Software that prevent use in a production environment;
- (b) Correct or replace the software so as to remedy any material programming error that is attributable to the Contractor; or
- (c) Refund of the license fee upon (at Contractor's option) the State's destruction of the Software or a return of the Software to Contractor.

This warranty extends solely to the State as the original licensee, and the above, (a) through (e) and (a) through (c) respectively shall be the State's sole and exclusive remedy and the entire liability of Contractor and its suppliers under this warranty. This warranty does not extend to renewals or re-licenses, or to non-conformities resulting from accident, misuse, disaster, or alterations or modifications not provided or authorized by Contractor.

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 at the time of delivery. 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 State's sole and exclusive remedy and the entire liability of Contractor and its suppliers under this warranty will be, at Contractor's sole option and expense, the Contractor, following after receipt of written notice that any Equipment does not meet the above warranties, 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 reasonable due speed. The Contractor will be responsible for all shipping costs associate with fixing, replacing, or returning any defective equipment.

7.4 GENERAL EXCLUSION OF WARRANTIES. THE CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESS WARRANTIES CONTAINED IN SECTION 7 OF THIS CONTRACT. THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXCLUDED. CONTRACTOR'S WARRANTIES WILL NOT APPLY AND CONTRACTOR WILL NOT BE RESPONSIBLE FOR LOSS OR DAMAGE IF AN ATTACHMENT OR ALTERATION OF PRODUCTS BY A PARTY OTHER THAN CONTRACTOR OR ITS SUBCONTRACTORS, AGENTS, OR RESELLERS IN THEIR ROLE AS SUBCONTRACTOR, AGENT OR RESELLER OF CONTRACTOR DIRECTLY OR INDIRECTLY RESULTS IN: (A) ANY MALFUNCTION, NONPERFORMANCE OR DEGRADATION OF PERFORMANCE OF PRODUCTS, OR (B) PERSONAL INJURY OR DAMAGE TO PROPERTY; OR (C) LOSS OR DAMAGE TO CUSTOMER DATA. THE STATE SHALL BE SOLELY RESPONSIBLE FOR BACKING UP ALL STATE DATA UNLESS OTHERWISE AGREED TO IN WRITING BY THE PARTIES, AND CONTRACTOR SHALL HAVE NO RESPONSIBILITY FOR LOSS OR DAMAGE TO THE STATE'S DATA WHERE SUCH LOSS OR DAMAGE WOULD NOT HAVE OCCURRED BUT FOR THE STATE'S FAILURE TO ADEQUATELY BACK UP SUCH DATA.

7.5 INDEMNITY. The Contractor will indemnify the State against all damages or expense resulting from bodily injury to any person (including injury resulting in death) or damage to real or tangible personal property (not including lost data) arising out of its performance under this Contract, to the extent 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 third party claim of infringement of a US copyright, patent, trade secret, or other intellectual property rights that are enforceable in the US, and is 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, or for third party infringement claims based upon the combination, operation, or use of any Deliverable supplied hereunder with equipment, devices, or software not supplied by Contractor, or Contractor's compliance with the State's designs, specifications, or instructions. 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, at its discretion and expense, 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.

The foregoing indemnification obligations are conditioned upon the State: (1) promptly notifying the Contractor of any written claim, loss or demand for which the Contractor is responsible under this Section, (2) cooperating with the Contractor as reasonably required, (3) granting the Contractor the authority and right to defend or settle the claim, upon consultation with the office of the State's Attorney General, and (4) not at any time admitting liability in respect of the whole or any part of the claim or agreeing to settle or dispose of the claim without Contractor's written consent.

THE FOREGOING STATES THE ENTIRE OBLIGATION OF THE CONTRACTOR AND ITS SUPPLIERS WITH RESPECT TO INFRINGEMENT OF PROPRIETARY RIGHTS, AND THE CONTRACTOR DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT WITH RESPECT TO THE DELIVERABLES.

7.6 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 (A) ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, OR (B) LOSS OF, OR DAMAGE TO DATA, IN EACH CASE EVEN IF THE PARTIES HAVE BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGE. (b) THE CONTRACTOR SHALL REMAIN LIABLE FOR ALL DIRECT DAMAGES TO THE EXTENT CAUSED BY THE CONTRACTOR'S FAULT OR NEGLIGENCE UP TO (2) TWO TIMES THE VALUE OF THE TRANSACTION OR TWO MILLION DOLLARS (\$2,000,000), WHICHEVER IS GREATER. FOR PURPOSES OF THIS PARAGRAPH, THE PARTIES AGREE THAT THE TERM "TRANSACTION" MEANS THE PURCHASE ORDER ISSUED BY THE STATE.

(c) THE LIMITATION IN PARAGRAPH (b) ABOVE DOES NOT APPLY TO LIABILITY ARISING FROM THIRD PARTY CLAIMS RELATED TO SECTION 7.5 OF THIS STATE TERM SCHEDULE.

8 - MAINTENANCE

8.1 MAINTENANCE. With respect to Unisys products covered by Unisys support services, product maintenance and support shall be available pursuant to the provisions set forth in the Master Maintenance Agreement for Hardware and Software in place between the State of Ohio Department of Administrative Services, Office of Information Technology and Contractor

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 makes 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 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 license fee generally made available to its customer base.

For any Commercial Software offered on an extended term plan ("ETP") basis, and after the initial license period, the State will have the right to renew its license after the initial term in exchange for a license fee that is based on the lesser of the following:

- (1) The Contractor's standard renewal fee.
- (2) The license fees in Exhibit I.

- 8.3 EQUIPMENT MAINTENANCE CONTINUITY.** The Contractor will make maintenance available for its server Equipment for at least five years after the announced end of sales date.

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 where an order includes other than standard product related services (i.e., installation, configuration, etc), 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. If Contractor uses subcontractors for the performance of services hereunder, Contractor will be solely responsible for the performance of any subcontracted services to the same extent as if it had performed the work itself. 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 will survive termination or expiration of this Contract of the time for completion of any Deliverable and the time for meeting any final payment of compensation. 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.** Except as specifically stated otherwise herein, 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.

- 10.11 PRODUCT SPECIFIC TERMS AND CONDITIONS.** Exhibit III provides terms and conditions specific to certain products identified in Exhibit I as being Metered Software. Notwithstanding Section 10.9 Priority above, the terms and conditions in Exhibit III take precedence over this Contract.

11 - LAW AND COURTS

- 11.1 EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the Department of Administrative Services Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Ohio Business Gateway at: <http://business.ohio.gov/efiling/>

- 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. The Contractor hereby certifies that all applicable parties listed in Ohio Revised Code Section 3517.13 are in full compliance with 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 that are made known to Contractor in the applicable order and as set forth below. 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 and made known to the Contractor.

Item	Link
Statewide IT Standards	http://das.ohio.gov/Divisions/InformationTechnology/StateofOhioITStandards.aspx
Statewide IT Bulletins	http://das.ohio.gov/Divisions/InformationTechnology/StateofOhioITBulletins.aspx
IT Policies and Standards	http://das.ohio.gov/Divisions/InformationTechnology/StateofOhioITPolicies/tabid/107/Default.aspx
DAS Policies	100-11 Protecting Privacy), (700 Series – Computing) and (2000 Series – IT Operations and Management) http://das.ohio.gov/Divisions/DirectorsOffice/EmployeeServices/DASpolicies/tabid/463/Default.aspx

- 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 at the time of execution of this Contract it is not subject to an unresolved finding for recovery under Code § 9.24. If this representation 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. The link to Code Section 9.24 is: <http://codes.ohio.gov/orc/gp9.24>

- 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.

- 11.8 Governing the Expenditure of Public Funds on Offshore Services (EO 2011-12K).** The Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

The Contractor agrees to complete the attached Executive Order 2011-12K Affirmation and Disclosure Form which is incorporated and becomes a part of this Contract.

11.9 **REGISTRATION WITH THE SECRETARY OF STATE.** By providing a Charter Number and signature within the Certification Offer Letter, the Contractor attests that the Contractor is:

An Ohio corporation that is properly registered with the Ohio Secretary of State; or

A foreign corporation, not incorporated under the laws of the state of Ohio, but is registered with the Ohio Secretary of State pursuant to Ohio Revised Code Sections 1703.01 to 1703.31, as applicable.

Any foreign corporation required to be licensed under O.R.C. § 1703.01-1703.31, which transacts business in the state of Ohio, without being so licensed, or when its license has expired or been canceled, shall forfeit not less than \$250.00 nor more than ten thousand dollars. No officer of a foreign corporation (<http://codes.ohio.gov/orc/1703.01>) shall transact business in the state of Ohio, if such corporation is required by O.R.C. § 1703.01-1803.31 to procure and maintain a license, but has not done so. Whoever violates this is guilty of a misdemeanor of the fourth degree. Questions regarding registration should be directed to (614) 466-3910, or visit <http://www.sos.state.oh.us>

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: 

DAVID LEICHNER
VICE PRESIDENT, PUBLIC SECTOR

BY: 

ROBERT BLAIR, DIRECTOR,
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE: 6/5/17

DATE: 6/27/17

Exhibit I

The Price List for this Contract consists of the products and services listed at the State Procurement site, Procure.ohio.gov.

Exhibit II

SCOPE OF LICENSE

Contractor either licenses software directly or has embedded software in its products that is licensed by a third party. In either case, the State does not obtain ownership of software. If Contractor distributes any software pursuant to a separate license agreement between the State and a third party, the State agrees that for any such third party software (a) the terms of such separate license agreement (including its warranties, restrictions and remedies, if any) shall apply to that software, and (b) in the case of software licensed under an open source license agreement, nothing in this Contract shall be read to add additional conditions or restrictions, or affect any rights and/or obligations the State may have, pursuant to any such open source license; otherwise, the following license terms will apply:

CONTRACTOR LICENSES EACH COPY OF THE SOFTWARE AND DOCUMENTATION PROVIDED HEREUNDER TO THE STATE ON A PERSONAL, NON-EXCLUSIVE AND NON-TRANSFERABLE (EXCEPT THAT THE STATE MAY TRANSFER LICENSES BETWEEN AGENCIES WHEN THE TASK FOR WHICH SUCH SOFTWARE, AND IN THE CASE OF OPERATING SYSTEM SOFTWARE, THE APPLICABLE PRODUCT(S) FOR WHICH IT WAS ORIGINALLY PURCHASED, IS TRANSFERRED TO ANOTHER STATE AGENCY) BASIS FOR STATE'S INTERNAL USE IN THE UNITED STATES BUT NOT AS A SERVICE BUREAU, NOR FOR OUTSOURCING, NOR FOR FACILITIES MANAGEMENT. CONTRACTOR LICENSES THE SOFTWARE SOLELY FOR STATE'S USE ON A SINGLE MACHINE UNLESS THE ORDERED CONTRACTOR LICENSE PLAN PROVIDES OTHERWISE. THE STATE MAY USE THE SOFTWARE TEMPORARILY ON A BACKUP MACHINE PROVIDED THE SOFTWARE IS USED ON ONLY ONE (1) MACHINE AT A TIME AND THE STATE REMOVES THE SOFTWARE FROM THE BACKUP MACHINE PROMPTLY AFTER EACH TEMPORARY USE.

THE STATE WILL NOT COPY SOFTWARE OR DOCUMENTATION EXCEPT FOR ONE (1) ARCHIVAL COPY OF THE SOFTWARE, WHICH MUST BEAR ALL THE LEGENDS AND NOTICES OF THE ORIGINAL ITEM. NO LICENSE IS GRANTED TO THE STATE TO USE ANY CONTRACTOR PROPRIETARY SOFTWARE TO ASSESS, TEST, OR DEVELOP ANY HARDWARE PRODUCTS OR DEVICE HANDLER SOFTWARE, OPERATING SYSTEM SOFTWARE OR HARDWARE DIAGNOSTIC SOFTWARE THAT WILL BE MARKETED BY THE STATE OR OTHERS FOR COMPENSATION. THE STATE MAY DEVELOP OTHER SOFTWARE PROGRAMS AND MAY TEST FULLY-DEVELOPED, COMMERCIALY-AVAILABLE THIRD PARTY HARDWARE PRODUCTS OR SOFTWARE PROGRAMS WHERE SUCH TESTING IS SOLELY INTENDED FOR THE STATE'S INTERNAL EVALUATION OF THE FITNESS OF SUCH PRODUCT OR PROGRAM FOR THE STATE'S OWN INTERNAL DATA PROCESSING PURPOSES. THE STATE WILL NOT DECOMPILE, REVERSE ENGINEER OR DISASSEMBLE SOFTWARE, EXCEPT AS PERMITTED BY LAW. UPON NOTICE TO THE STATE, CONTRACTOR MAY AUDIT THE STATE'S USE OF THE SOFTWARE TO DETERMINE THE STATE'S COMPLIANCE WITH THIS LICENSE PROVIDED CONTRACTOR COMPLIES WITH THE STATE'S SECURITY RULES SET FORTH IN THE CONTRACT AND DOES NOT UNREASONABLY INTERFERE WITH THE STATE'S PERMITTED USE, AND IN SUCH EVENT, THE STATE AGREES TO PROVIDE RELEVANT INFORMATION AND REASONABLE FACILITIES.

THE STATE OR CONTRACTOR MAY END ANY LICENSE AT THE CLOSE OF THE APPLICABLE LICENSE PERIOD BY GIVING THIRTY (30) DAYS PRIOR WRITTEN NOTICE, OR ELSE THE LICENSE WILL RENEW OR CONTINUE IN ACCORDANCE WITH THE LICENSE PLAN (SEE BELOW), IDENTIFIED IN THE APPLICABLE ORDER SUBJECT TO ALL THE TERMS STATED HEREIN, AT THE STS PRICES SET FORTH IN EXHIBIT I. FOR SOFTWARE LICENSED BY CONTRACTOR, EACH SUCH LICENSE ENDS WHEN THE STATE STOPS USING THE EQUIPMENT ON WHICH THE SOFTWARE WAS FIRST LICENSED. WHEN A LICENSE ENDS, THE STATE WILL DESTROY (AND, IN WRITING, CERTIFY DESTRUCTION) OR RETURN TO CONTRACTOR ALL COPIES OF THE CORRESPONDING SOFTWARE (INCLUDING COPIES ON THE EQUIPMENT), DOCUMENTATION, AND ANY OTHER RELATED CONFIDENTIAL INFORMATION IN THE STATE'S POSSESSION THAT WAS PROVIDED UNDER THE LICENSE.

License Plans

1. Extended Term Plan (ETP): Software licenses for which Contractor charges a single fee may have a 12 to 84 month extended term. Upon expiration of the extended term, the license will be automatically continued on a month-to-month basis for a Monthly License Charge at the price(s) set forth in Exhibit I, unless terminated in accordance with Section 2.8, Nonappropriation of Funds or Section 3.7, Termination section of this Contract, or the State may pay another ETP fee for an additional extended term, if available.

2. Fixed Term Plan (FTP): Software licenses for which Contractor charges a single fee may have a 12 to 84 month fixed term subject to Section 2.8, Nonappropriation. Upon expiration of the fixed term, the license will not automatically renew notwithstanding any conflicting terms in the Contract; and will end unless the license is extended by Contractor acceptance of an order from the State to purchase an additional FTP license, if available.

3. One Time Charge (OTC): The State may use the software for so long as the State continues to use the software on the Equipment, including SPU(s), for which it was licensed in accordance with the Contract.

4. Software that has no license charge listed on the applicable order will have a license term that is coterminous with the State's possession and use of the Equipment on which the software is installed.

Software licenses for which Contractor charges either an **Annual License Charge (ALC)** or a **Monthly License Charge (MLC)** will continue on a month-to-month basis and the ALC will renew annually at the price(s) set forth in Exhibit I until the license is terminated in accordance with Section 2.8, Nonappropriation or Section 3.7, Termination section of this Contract.

For certain licenses, Contractor may charge an initial license charge which includes the first monthly or annual license charge.

Exhibit III

Product Specific Terms and Conditions

1. **MCP METERED SOFTWARE** – The following additional terms and conditions for metered usage rights (“Metered Usage”) apply to Contractor MCP Metered Software products and will control over any contradictions with other terms of the Contract: **Pre-Paid Metered Usage** - For Metered Usage designated as “Pre-Paid,” The State will initially receive the stated amount of processing power capability, expressed in terms of MIPS (Millions Instructions Per Second) usage (“MIPS Balance”). The MIPS Balance will be available to the State upon shipment of the associated software key, and will be decremented based upon the State’s Metered Processing Power Usage (as described below). Contractor will transmit to the State a monthly statement reflecting the State’s MIPS usage for the preceding month and current MIPS Balance. The State will have ninety (90) days from the end of the Term of Usage to deplete any remaining MIPS Balance. Fees paid for any MIPS balance or associated support are non-refundable. Upon the earlier of (a) the close of the applicable Term of Usage or (b) the depletion of the MIPS Balance to zero (0), the State’s Pre-Paid usage will convert to month-to-month term Billable Usage (as described below) with a zero (0) Baseline (as defined below), at a price no higher than the MIPS price(s) set forth in Exhibit I. Unused MIPS Balances are not transferable. Limited use of this software style with a backup machine is permitted as described below in the section titled “Backup Usage.”
2. **Billable Metered Usage** - For Metered Usage designated as “Billable Usage,” Contractor will provide the State a metering key with a minimum (“Baseline”) and maximum (“Ceiling”) level of processing power as defined by the Image Enabler style(s), expressed in terms of monthly MIPS usage. The Baseline requires a separate license schedule and license fee. To the extent the State’s Metered Processing Power Usage (as described below) exceeds the Baseline, the State agrees to pay Contractor a monthly MIPS usage fee for this excess processing power (not to exceed the Ceiling), which will be invoiced by Contractor monthly in arrears, based upon the pricing tiers set forth above. After the initial year of the Term of Usage, the MIPS metered usage pricing is subject to change once every twelve (12) months upon ninety (90) days prior written notice to the State, provided such increase shall not be in excess of the MIPS price(s) set forth in Exhibit I. At the close of the applicable Term of Usage, the State’s Billable Usage will continue on a month-to-month term with a zero (0) Baseline, at then-current MIPS price(s) set forth in Exhibit I. Use of this software style with a backup machine is described below in the section titled “Backup Usage.”
3. **Metered Processing Power Usage** - The processing power delivered is the result of overall system use, and is expressed as monthly MIPS usage calculated as follows: (a) each minute that the machine is operational during the month, the total number of seconds that all processors in each partition are busy is measured; (b) the Step (a) measurement is converted into the number of “busy processors” by dividing by sixty (60) seconds; (c) the processing power delivered by the number of busy processors calculated in step (b) is determined using an algorithm that accounts for the non-linear relationship between processing power and the number of processors in a multi-processor system; (d) the total processing power delivered by the number of busy processors for the sampling interval is multiplied by sixty (60) seconds (the length of sampling interval) to yield the processing power (in relative performance measurement (“RPM”) × seconds) delivered for the sampling interval; (e) the processing power for the current sampling interval is recorded and accumulated for the current reporting period; (f) at the end of the reporting period, the accumulated recorded processing power is converted from RPM × seconds to monthly RPMs by dividing by the number of seconds in a “standard month” (365.25 days / 12 = 30.4375 days = 2,629,800 seconds), rounding the result to the nearest integer (this calculation normalizes the monthly processing power over the same time period for each monthly report); and (g) monthly RPMs are converted to monthly MIPS by dividing by 24.3, and rounding to the nearest integer.
4. **Backup Usage** - The following describe the various options available to the State that own one or more other Contractor’s ClearPath systems and wish to use one as a backup machine for a metered ClearPath system:
 - (a) Non-Metered Disaster Recovery for Pre-Paid Metered Usage. In the event of a disaster (unplanned outage), the State may transfer the operating system software license, temporarily, for use on a single, non-metered backup system at a fixed performance level equal to the State’s average Pre-Paid Metered Usage run-rate (Initial MIPS balance / ETP term). In order to obtain full use of this performance level, the State may need to purchase additional performance capacity for its back-up system to the extent the total desired performance would exceed the back-up system’s enabled performance capacity. The State agrees to remove the operating system software from the back-up machine promptly after the temporary use.
 - (b) Non-Metered Disaster Recovery for Billable Metered Usage. In the event of a disaster (unplanned outage), the State may temporarily transfer its operating system software license to a single, non-metered back-up system at a fixed performance level equal to the State’s Baseline. In order to obtain full use of this performance level, the State may need to purchase additional performance capacity for its back-up system to the extent the total desired performance would exceed the back-up system’s enabled performance capacity. The State agrees to remove the operating system software from the back-up machine promptly after the temporary use.
 - (c) Purchased Business Continuity MIPS. Business Continuity MIPS (“BC MIPS”) grant the State a means to ensure production processing continuity in the event of a planned or unplanned outage of its metered ClearPath system (“Outage”). The amount of BC MIPS, if any, purchased by the State is listed in an order as “BC MIPS Balance”. The BC MIPS Balance includes twelve (12) days of free test MIPS for each year of the ETP term (a day of MIPS is computed by dividing the Initial MIPS balance by the Term of Usage and dividing this quotient by 30). In the event

of an Outage, the State may, up to the amount of its BC MIPS Balance, continue its production processing on a backup metered ClearPath system ("BC System"). The BC MIPS balance will be decremented based upon the State's Metered Processing Power Usage on the BC System. Each BC MIPS Balance is available for use only during the Term of Usage for the associated Metered Usage software style. Unused BC MIPS Balances are not transferable.

5. **Additional Terms - Metering Software.** Metered Processing Power Usage is measured and recorded through the use of a software-based measuring tool ("Metering Software") that is licensed to the State by Contractor. The State shall not alter, disable or otherwise circumvent the Metering Software, system counters and log files embedded in its system. The Metering Software shall be configured to automatically send usage reports to Contractor via email on the first day of each month (based on universal time). In the event of a system console failure or any other event that causes a usage report not to be automatically sent to Contractor, the State shall, upon request, manually send such usage report to Contractor.

Approximated Metered Usage in Event of Disaster. If, in the event of a disaster, the Metering Software is unable to complete a usage report for a given month, the State's Metered Processing Power Usage for that month will be the average of the State's monthly MIPS usage for the prior three (3) months of reported usage. Where the Metering Software is able to report usage for only a portion of a given month, MIPS usage for the omitted period will be computed as follows and added to the reported usage to determine the State's Metered System Usage for the month: (a) the State's reported monthly MIPS usage for the prior three (3) months will be summed and divided by 91.3125 (365.25 days / 12 × 3 = 91.3125 days) to arrive at the State's average daily MIPS usage; (b) the value determined in step (a) will be multiplied by the number of unreported days for the incomplete month's report (partially reported days will be approximated in quarter-day intervals).

Exhibit IV

**STANDARD AFFIRMATION AND DISCLOSURE FORM
EXECUTIVE ORDER 2011-12K**

Governing the Expenditure of Public Funds on Offshore Services

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations, and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

By the signature affixed hereto, the Contractor affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Contractor to sanctions. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

801 Lakeview Drive, Suite 100
(Address)

Blue Bell, PA 19422
(City, State, Zip)

Name/Principal location of business of subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

See Note Below
(Address)

(City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

See Note Below
(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

Note: Contractor professional services under this Contract will be performed in Ohio or otherwise within the borders of the United States except as expressly approved in writing by the State. Contractor is a global corporation with offices, development centers and a broad network of suppliers located around the world, and certain product services such as engineering/development for standard products may be normally performed in other locations, depending on the product and the service requested and the location of the development center. To the best of our knowledge and belief, and based on the Contractor products that the State has installed today, Contractor engineering/development services (if any) performed for the State hereunder are also performed within the United States. For customers taking advantage of Contractor 24X7 support offerings, 1-800 service calls placed outside of normal business hours may sometimes be answered by Contractor help desk personnel outside of the United States. Notwithstanding, all dispatch service for warranty/ service warranty that Contractor provides under this Contract will be performed in the United States

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

See Note Below
(Address)

(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

See Note Below _____
(Name)

(Address, City, State, Zip)

Note: The State's data which Contractor has access to under this Contract will be made available only to personnel within the United States and will not be made available outside the United States without the State's prior approval

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any Contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is a part of any Contract that Contractor may enter into with the State and is incorporated therein.

By: Meredith J. Hughes
Contractor

Print Name: MEREDITH J. HUGHES

Title: CLIENT EXECUTIVE

Date: 5/30/17

STATE OF OHIO
OFFICE OF INFORMATION TECHNOLOGY
MASTER LEASING AGREEMENT

THIS AGREEMENT (the "Master Leasing Agreement") is between Unisys Corporation, ("Vendor"), the State of Ohio, by the Office of Information Technology for its various agencies, boards, commissions, and other entities ("Lessee") and Unisys Leasing Corporation ("Lessor").

Background. Vendor has a State Term Schedule ("STS") with the State of Ohio. The STS establishes terms and conditions under which Ohio state agencies (including any board, commission, department, institution, instrumentality, or other political body) and Ohio political subdivisions may buy Vendor's property and other personal property listed in that STS. But the STS only permits such; it in no manner obligates Lessee to do so. Also, the STS contemplates only purchases of Vendor's property, but Lessee may from time to time want to lease the property instead, whereby the Lessee will have the use of the property, but shall not acquire any ownership interest in the property or acquire the property at the end of a lease term, except as provided in Section 22. This Master Leasing Agreement is designed to permit the leasing of Vendor's property by entities that may otherwise use the STS to buy Vendor's property. To facilitate a true leasing arrangement solely between Lessor and Lessee and subject to Lessor's acceptance of Lessee's purchase order, Lessor may place order(s) on Vendor for property listed on Vendor's STS with the State of Ohio, which orders shall be subject to Vendor's acceptance and a separate agreement solely between Lessor and Vendor, including prices and terms acceptable to Vendor and Lessor. Lessor shall lease the property to Lessee according to the terms of this Master Leasing Agreement and the lease and the payments therefor shall run solely between Lessee and Lessor. Vendor, not Lessor, shall be solely responsible to Lessee for the property's compliance/conformance with the STS with the State of Ohio, including any warranties under the STS.

1. **Lease Agreement.** From time to time, at the request of Lessee and during the term of this Master Leasing Agreement, Lessor agrees to lease to Lessee items of the property available for purchase from Vendor's current STS. When Lessee wants to lease property from Lessor, Lessee may do so by issuing a purchase order referencing this Master Leasing Agreement and Vendor's STS and listing the individual items of the property that Lessee wants to lease under the particular purchase order. Subject to Lessor's acceptance of Lessee's purchase order, the property will be leased by Lessor under the terms of this Master Leasing Agreement. Property leased in this manner is referred to as the "Property" throughout this Master Leasing Agreement. Lessee may not use, and Lessor will not accept, orders under this Master Leasing Agreement to lease anything other than the Property that is listed on Vendor's STS at the time an order is placed.

To the extent any Property Schedule includes software, the software licenses, upon their commencement, shall run solely between Vendor (or the original licensor if Vendor is a distributor of the Software as provided in the STS) and the Lessee and shall be subject to the terms of the STS. To the extent any Property Schedule includes services, it is understood that the services are to be provided by Vendor to Lessee pursuant to the terms of the STS and that this Master Leasing Agreement provides only for the leasing fees that would otherwise be due under the STS according to the applicable Interest and Payment Schedule. If equipment is identified in the Property Schedule, title to such equipment leased hereunder shall pass to the Lessee only after (i) its acceptance of the equipment from Vendor in accordance with the STS; and (ii) its full payment of the option to purchase amount for the equipment in accordance with the applicable Interest and Payment Schedule.

2. **Exhibits and Definitions.** When Lessee leases any Property, Lessee will execute copies of Exhibits A, B, C and D as well as issue a purchase order. Those Exhibits are described below:
 - 2.1 Exhibit "A" – "Lease Schedule(s)." Referred to herein as a "Lease Schedule."
 - 2.2 Exhibit "B" – "Certificate of Acceptance"
 - 2.3 Exhibit "C" – "Essential Use Letter" (for use with Lease Schedules with the State of Ohio only)
 - 2.4 Exhibit "D" – "Opinion of Lessee's Counsel" (for use with Lease Schedules with Political Subdivisions only)
 - 2.5 Exhibit "E" – "Lessee's Certificate" (for use with Lease Schedules with Political Subdivisions only)
 - 2.6 Exhibit "F" - "Insurance Requirements"

These exhibits in the form approved by the State of Ohio's Office of Information Technology are the only documents any entity using this Master Leasing Agreement may execute to evidence a transaction under this Master Leasing Agreement, other than an entity's standard purchase order and, in the case where the Lessee is an entity other than the State of Ohio, (i) an Opinion of Lessee's Counsel and (ii) Lessee's Certificate in forms similar to those set forth in Exhibit D and Exhibit E as agreed upon by Lessor and such political subdivision lessee and (iii) UCC –1 financing statements in accordance with the Uniform Commercial Code as adopted by the State of Ohio in Title 13 of the Ohio Revised Code. None of these exhibits nor the purchase order may contain additional terms and conditions unless specifically approved in writing by Office of Information Technology and Lessor. The Lessee's purchase order may

contain pre-printed terms and conditions, but they will not apply to the transaction, except for information regarding invoicing, notice address, and such other information as is necessary to complete the transaction.

The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Appraisal Procedure" shall mean the following procedure for obtaining an appraisal of the Fair Market Sales Value. Lessor shall provide Lessee with the names of three independent Appraisers. Within ten (10) business days thereafter, Lessee shall select one of such Appraisers to perform the appraisal. The selected Appraiser shall be instructed to perform its appraisal based upon the assumptions specified in the definition of Fair Market Sales Value, and shall complete its appraisal within twenty (20) business days after such selection. Any such appraisal shall be final, binding and conclusive on Lessee and Lessor and shall have the legal effect of an arbitration award. Lessee shall pay the fees and expenses of the selected Appraiser.

"Appraiser" shall mean a person engaged in the business of appraising property who has at least ten (10) years' experience in appraising property similar to the Property.

"Fair Market Sale Value" or **"FMSV"** shall mean the value of each Item of Property for sale, unless otherwise specified herein as determined between Lessor and Lessee, or, if Lessor and Lessee are unable to agree, pursuant to the Appraisal Procedure, which would be obtained in an arms-length transaction between an informed and willing seller (under no compulsion to sell) and an informed and willing buyer (under no compulsion to purchase). In determining the Fair Market Sale Value of the Property, such Fair Market Sale Value shall be calculated on the assumption that the Property is in the condition and repair required by Section 20.4 hereof. In calculating FMSV, FMSV shall only be determined in the event Lessee decides to exercise its option to purchase the Property under Section 22 hereof.

"Lease Term" means, with respect to a Lease Schedule, the term for such Lease Schedule executed hereunder, which shall be set forth in the Lease Schedule.

3. **Effective Date, Term, Acceptance, Cancellation.**

When Lessor accepts an order, Lessor will lease to Lessee, and Lessee will lease from Lessor, the Property described on the order for a period starting on the date in the copy of Exhibit B that is executed with or soon after issuance of the purchase order. The term of the leasing for the order will end on the earlier of the date the Lessee exercises its option to purchase or makes the last payment listed on Exhibit A or the date this Agreement is cancelled or the date that Lessee's current appropriation period ends. . The current appropriation period for the State of Ohio is a biennium established as a two year period commencing on July 1 of an odd-numbered year.

3.1 In the Lessee's discretion, it may renew this Agreement for the new biennium. Renewals must be by written agreement between the Lessee and the Lessor.

3.2 Acceptance of the Property means that the Property has been delivered and accepted by Lessee for all purposes of this Master Leasing Agreement. Date of such acceptance shall be evidenced by the Certificate of Acceptance and shall constitute the Effective Date. Lessee cannot limit or revoke its acceptance at any later date. The Lease Term will begin on Lessee's acceptance, which will be evidenced by Lessee's issuance of a purchase order and execution of all the attached Exhibits. After Lessee's acceptance of the Property, Lessee may not cancel the accepted order during the Lease Term except as expressly provided in this Master Leasing Agreement.

4. **Leasing, Term and Payment.** Subject to the express exceptions in this Master Leasing Agreement, Lessee agrees to make the periodic lease payments to Lessor on the applicable copy of Exhibit "A".

5. **Interest on Overdue Payments.** Section 126.30 of the Ohio Revised Code (the "Code") applies to this Master Leasing Agreement and requires payment of interest on overdue payments for all proper invoices in accordance with its provisions.

6. **Payment Due Date.**

Payments under this Master Leasing Agreement will be due on the 30th calendar day after the later of:

- (1) The date of actual receipt of a proper invoice in the office designated to receive the invoice,
- or
- (2) The last day of the month of service listed on the applicable copy of Exhibit A.

7. **Invoice Requirements.**

- a. Invoices must be submitted in an original and three (3) copies to the office designated in the purchase order "bill to address" to receive invoices. A proper invoice must include the following information:
 - (1) Name and address of Lessor, or a proper assignee, as designated in this Master Leasing Agreement.
 - (2) Federal Tax Identification Number of Lessor, or a proper assignee, as designated in this Master Leasing Agreement.
 - (3) Invoice remittance address as designated in this Master Leasing Agreement.
 - (4) The purchase order number authorizing the delivery of the Property.
 - (5) Description, including time period, serial number, when applicable, unit price, quantity and total price of Property actually delivered and specified in the purchase order. The lease payment numbers (e.g., 1 of 36), must also be indicated.
- b. In addition the parties may mutually agree to electronic invoicing and the process and procedures for such electronic invoicing; provided that if the State of Ohio implements a mandatory system of electronic invoicing for all vendors, then such invoicing for the State of Ohio shall be in accordance with the process and procedures for such mandatory invoicing system.

8. **Improper Invoices.**

- 8.1 If an invoice contains a defect or impropriety and/or it is not a proper invoice as defined above, the Lessee will give Lessor written notice along with the improper invoice. The Lessee will mail the notice to the Lessor's address designated for receipt of purchase orders within fifteen (15) calendar days after receipt of the defective invoice. The notice will contain a description of the defect or impropriety and any additional information necessary to correct the invoice. Once the notice has been sent, the required payment date will be thirty (30) days after receipt of a proper invoice or the last day of the month of service contained in the applicable copy of Exhibit A.
- 8.2 Lessor will apply each payment Lessee makes only to the applicable order covered by the invoice being paid and only to the payment to which the invoice pertains.

9. **Expense, Non-Appropriation and OBM Certification.**

- 9.1 THE OBLIGATION OF LESSEE TO PAY UNDER THIS MASTER LEASING AGREEMENT WILL CONSTITUTE AN EXPENSE OF LESSEE AND WILL NOT BE A DEBT OF LESSEE IN CONTRAVENTION OF ANY CONSTITUTIONAL OR STATUTORY LIMITATIONS ON THE CREATION OF INDEBTEDNESS BY LESSEE, AND NOTHING IN THIS MASTER LEASING AGREEMENT CONSTITUTES A PLEDGE OF LESSEE'S GENERAL TAX REVENUES, FUNDS, OR PROPERTY.
- 9.2 Lessee's funds are contingent on the availability of lawful appropriations by the Ohio General Assembly, or in the case where Lessee is an entity other than the State of Ohio, Lessee's legislative body or funding authority. If the Ohio General Assembly or, in the case where Lessee is an entity other than the State of Ohio, Lessee's legislative body or funding authority fails to continue funding for any payments under this Master Leasing Agreement, Lessee's payment obligation will terminate with respect to the unfunded Property as of the date that the funding expires, without penalty or expense to Lessee of any kind whatsoever, and Lessee shall return such Property to Lessor. Should this Agreement be subject to general appropriations, Lessee shall determine if adequate funding has been appropriated.

10. **OBM Certification.** This Master Leasing Agreement is subject to Section 126.07 of the Code, which provides, in part, that orders under this Master Leasing Agreement will not be valid or enforceable until the Director of the Office of Budget and Management, or equivalent in the case where Lessee is an entity other than the State of Ohio, certifies that there are proper funds available to pay the obligation.

11. **Taxes.** Lessee represents that it is exempt from all state and local taxation. As long as Lessee is exempt, Lessee will pay no taxes. Lessor will pay any taxes properly levied on Lessor.

12. **Use.** Lessee will give Lessor reasonable access to the location of the Property so that Lessor can check its existence, condition and proper maintenance. Lessee will also use the Property so that Lessor can check its existence, condition and proper maintenance. And Lessee will use the Property only for lawful purposes, in the manner for which it was intended, and as required by all applicable manuals and instructions. Additionally,

Lessee will keep the Property in good repair, condition, and working order, ordinary wear and tear excepted, and will not alter or modify the Property in any way that would impair its value or originally intended use.

13. **Maintenance, Waiver of Claims, Respecting Maintenance.** At its own expense, Lessee will keep the Property in good condition, ordinary wear and tear excepted, and will have the Property serviced as the manufacturer recommends. All replacement parts will be free and clear of liens, encumbrances, and claims of others, and will become part of the Property and subject to this Master Leasing Agreement and any order under this Master Leasing Agreement. Lessee waives all claims of setoff against, and defenses to, the enforcement of this Master Leasing Agreement, provided only that such does not arise from a breach of this Master Leasing Agreement by Lessor. Lessee will pursue any claims it has against Vendor regarding the Property directly with Vendor under the STS, or as otherwise permitted by law, rather than through or under this Master Leasing Agreement.
14. **Alterations.** Lessee may, at its own expense, install any property or accessories that may be necessary or convenient for its use of the Property provided that such property or accessories do not impair the value or utility of the Property. All such property and accessories may be removed by Lessee if Lessor is entitled to possession of the Property under this Master Leasing Agreement, provided that any resulting damage will be repaired at Lessee's expense. Any such property or accessories not removed will be part of the Property.
15. **Liens.** Neither party will allow any third-party to have an interest or claim on the Property, and Lessor warrants that it owns the Property free and clear of third-party interests. This Section shall not be construed as to restrict Lessor's ability to assign its rights under Section 24.
16. **Excusable Delays.** The parties to this Master Leasing Agreement will not be responsible for failure to perform due to causes beyond their reasonable control, but a party that is unable to perform due to circumstances beyond its control will immediately notify the other party and take all commercially reasonable steps to perform its obligations as soon as reasonably possible.
17. **Insurance.** Upon Lessor's reasonable request, Lessee shall either, at Lessee's option, self fund the replacement of property in the event of damage or loss to the property, or, Lessee, at its own expense, during each Finance Term maintain property insurance insuring the Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement in use in the State, and any other risks reasonably required and covered by insurance by Lessor, in an amount at least equal to the then applicable Option to Purchase Price of the Property, Lessee shall furnish to Lessor evidence of such insurance coverage or self-funding throughout each Lease Term. . All such property insurance shall name Lessor as loss payee. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification.
18. **Disclaimers of Warranties.**
 - 18.1 LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, DIRECTLY OR INDIRECTLY, REGARDING THE FITNESS, CONDITION, OR QUALITY OF THE PROPERTY UNDER THIS MASTER LEASING AGREEMENT. ALL REPRESENTATIONS AND WARRANTIES FOR PROPERTY ARE CONTAINED IN THE STS, AND LESSEE WILL BE ENTITLED TO PURSUE THOSE RIGHTS AND REMEDIES UNDER THE STS WITH VENDOR, BUT NOT BY WAY OF NON-PAYMENT OR SETOFF UNDER THIS MASTER LEASING AGREEMENT AND NOT AGAINST ANY ENTITY TO WHOM LESSOR HAS ASSIGNED ITS RIGHTS UNDER THIS MASTER LEASING AGREEMENT.
 - 18.2 NO PARTY WILL BE LIABLE TO THE OTHER OR TO ANY OTHER PERSON OR ORGANIZATION, FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS MASTER LEASING AGREEMENT.
19. **True Lease Provisions.**
 - 19.1 **Tax Benefits:** Lessee acknowledges that unless otherwise agreed by Lessor, Lessor intends to claim all available tax benefits of ownership with respect to the Property (the "Tax Benefits"). Lessee shall cooperate with Lessor, as is reasonably required, as Lessor pursues all Tax Benefits.

If a Lease Schedule pursuant to the Master Leasing Agreement is deemed to be a secured transaction disguised as a lease, Lessee's obligations under the Schedule will terminate as of the date that determination is made, without penalty or expense to Lessee of any kind whatsoever. Lessee shall return such Property to Lessor.

- 19.2 **Advances.** In the event Lessee shall fail to either maintain the insurance required by the Master Leasing Agreement or keep the Property in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof or maintain and repair the Property and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the Lease Term for the Lease Schedule for which the Property is under and shall be due and payable on the next payment date for a Lease Payment and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date such amounts are advanced until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.
- 19.3 **Nature of Transaction; True Lease.** It is the express intent of the parties that all Lease Schedules entered into under the Master Leasing Agreement constitute true leases and not sales of Property. Title to the Property shall at all times remain in Lessor, and Lessee shall acquire no ownership, title, property, right, equity, or interest in the Property other than its leasehold interest solely as Lessee subject to all the terms and conditions hereof.
- 19.4 **Return of Property.** Upon the expiration of the Lease Term or earlier termination of the Lease Term, Lessee, at its sole expense, shall assemble and return the Property to Lessor by delivering such Property F.A.S. or F.O.B. to such location or such carrier (packed for shipping) as Lessor shall specify. Lessee agrees that the Property, when returned, shall be in the condition required for it to be maintained under Section 13 hereof. All components of the Property shall have been properly serviced, following the manufacturer's written operating and servicing procedures, such that the Property is eligible for a manufacturer's standard, full service maintenance contract without Lessor's incurring any expense to repair or rehabilitate the Property. If Lessee fails to return any Property as required hereunder, then all of Lessee's obligations under the Master Leasing Agreement and the applicable Lease Schedule (including, without limitation, Lessee's obligation to pay Lease Payments for such Property in the amounts then due under the Lease Schedule,) shall continue in full force and effect until such Property shall have been returned.
20. **Non-Abatement.** Lessee agrees that it will make all payments due under this Master Leasing Agreement and not make or claim any offset against such payments. Except as otherwise expressly provided in this Master Leasing Agreement, Lessee agrees that there will be no abatement of payments due under this Master Leasing Agreement because of any claim regarding the Property. Lessee agrees that its remedies in any such case will be under the STS, or otherwise at law or in equity, and not under this Master Leasing Agreement or against any assignee of Lessor under this Master Leasing Agreement.
21. **Option Terms.** So long as no Default or Event of Default shall have occurred and be continuing and Lessee shall have given Lessor at least ninety (90) days but not more than one hundred eighty (180) days prior written notice (the "Option Notice"), Lessee shall have the following purchase and extension options at the expiration of the biennium during the Lease Term, or any extension of the Lease Term (an "Extension Term"), to: (i) renew the Lease on the same frequency of Lease Payments under the Lease Schedules at the same Lease Payments; (ii) purchase all, but not less than all, Property under a Lease Schedule(s) for a purchase price (the "Purchase Option Price") equal to the then Fair Market Sale Value thereof; or (iii) return such Property to Lessor pursuant to, and in the condition required by, the Master Leasing Agreement.

Payment of the Purchase Option Price, together with all other amounts due and owing by Lessee under the Master Leasing Agreement (including, without limitation, Lease Payments) during such Lease Term shall be made on the last day of the Lease Term in immediately available funds against delivery of a bill of sale transferring to Lessee all right, title and interest of Lessor in and to the Property ON AN "AS IS" "WHERE IS" BASIS, WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE PRODUCT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. LESSOR MAY SPECIFICALLY DISCLAIM ANY SUCH REPRESENTATIONS AND WARRANTIES.

22. Defaults and Remedies.

- 22.1 Each of the following is an "Event of Default" by Lessee:
- (a) Lessee fails to make payment when due under this Master Leasing Agreement.
 - (b) Lessee attempts to or does assign, transfer, or otherwise dispose of or abandon the Property, or any part of the Property.
 - (c) Lessee fails to comply with any covenant or condition of this Master Leasing Agreement for thirty (30) days after notice thereof.
 - (d) Lessee becomes insolvent or admits, in writing, to its inability to pay its debts as they mature.
 - (e) A trustee or receiver is appointed for Lessee or a substantial part of its property.
 - (f) Bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding is entered into by or against Lessee.
- 22.2 On any Event of Default, Lessor may exercise any combination of the following remedies:
- (a) Enforce this Master Leasing Agreement by appropriate action to collect amounts due or require the defaulting party to perform its obligations under this Master Leasing Agreement.
 - (b) Thirty (30) days following written notice, take possession of the affected Property without court order or any process of law.
 - (c) Following thirty (30) days written notice, sell or release the affected Property, or any portion, for Lessor's account at public or private sale, on cash or credit.
 - (d) Terminate any affected Lease Schedules under this Master Leasing Agreement and terminate this Master Leasing Agreement, subject of the last paragraph of this section, below.
 - (e) Pursue and exercise any other remedy available at law or in equity.
- 22.3 To the extent the disposition of the Property provides insufficient proceeds to pay the amounts due and the costs of repossession., Lessee shall remain obligated to pay the balance.
- 22.4 An Event of Default with respect to one order under this Master Leasing Agreement will not affect the rights or obligations of the parties with respect to other orders that are unaffected by the Event of Default. Any termination of this Master Leasing Agreement will leave all orders currently in place unaffected, and they will continue in place under this Master Leasing Agreement. If the termination is due to an Event of Default under this Master Leasing Agreement, any order that is affected by the Event of Default may also be terminated, but no others.

23. Assignment.

- 23.1 Without the prior written consent of Lessor, Lessee will not (a) assign, transfer, pledge, hypothecate, or otherwise dispose of its rights or obligations under this Master Leasing Agreement or the Property, (b) sublet the Property, or (c) permit the Property to be used for any purpose not permitted by this Master Leasing Agreement.
- 23.2 Except as provided in this section, Lessor will not assign any of its rights or obligations under this Master Leasing Agreement without the prior written consent of Lessee, which Lessee will not be obligated to give.

23.3 Subject to Lessee's approval, such approval not to be unreasonably withheld, Lessor may assign, sell or encumber all or any part of this Master Leasing Agreement, any Lease Schedule, the Property and the Payments and other amounts due hereunder. In the event of any such assignment and written direction by Lessor to Lessee, Lessee shall pay directly to any such assignee without abatement, deduction or set-off all Payments and other sums under this Master Leasing Agreement. ANY SUCH ASSIGNEE SHALL HAVE ALL OF THE RIGHTS, BUT NONE OF THE OBLIGATIONS, OF LESSOR UNDER THIS MASTER LEASING AGREEMENT, AND LESSEE SHALL NOT ASSERT AGAINST ANY SUCH ASSIGNEE ANY DEFENSE, COUNTERCLAIMS OR SET-OFF WHICH LESSEE MAY HAVE AGAINST LESSOR. Any such assignment (a) shall be subject to Lessee's right to possess and use the Property and (b) shall not release any of Lessor's obligations hereunder or any claim which Lessee has against Lessor. In the event Lessor assigns it right, title and interest in a Lease Schedule and the Property thereunder in accordance with this Section to an assignee (an "Assignee"), as between the Assignee and Lessee the following shall be applicable: (a) TO THE EXTENT PERMITTED BY APPLICABLE LAW AND, IN ACCORDANCE WITH SECTION 1310.49 OF THE OHIO REVISED CODE, THE RIGHTS AND REMEDIES OF ASSGNEE AND LESSEE SET FORTH IN THIS MASTER LEASING AGREEMENT IN THE EVENT OF A DEFAULT OR BREACH BY EITHER LESSOR OR LESSEE SHALL BE THE EXCLUSIVE REMEDIES FOR SUCH DEFAULT OR BREACH UNDER THE MASTER LEASING AGREEMENT AND ANY LEASE SCHEDULE. (b) ASSIGNEE HAS NOT MADE, AND HEREBY DISCLAIMS ANY ADVICE, REPRESENTATIONS, WARRANTIES AND COVENANTS, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO ANY LEGAL, ECONOMIC, ACCOUNTING,

TAX OR OTHER EFFECTS OF THE LEASE SCHEDULE AND MASTER LEASING AGREEMENT AND THE TRANSACTION(S) CONTEMPLATED THEREBY, AND LESSEE HEREBY DISCLAIMS ANY RELIANCE ON ANY SUCH WARRANTIES, STATEMENTS OR REPRESENTATIONS MADE BY ASSIGNEE WITH RESPECT THERETO. (c) ASSIGNEE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, DIRECTLY OR INDIRECTLY, REGARDING THE FITNESS, CONDITION, OR QUALITY OF THE PROPERTY UNDER THIS MASTER LEASING AGREEMENT

Any such assignment shall be for financing purposes only. Except for the invoicing requirements of Section 7, Lessee shall not assert any claim of performance against Assignee. As between Lessee and Assignee, Lessee shall be responsible for any and all claims, liability, loss, cost, damage or expense of whatsoever kind and nature, arising out of the use, condition, operation, possession, control, selection, delivery or return of any item of Property, regardless of where, how, and by whom operated or any failure by Lessee to comply with this Master Leasing Agreement.

23.4 An assignment of Lessor's rights will be effective on Lessee's approval, and the expiration of the 60 days advance written notice to Lessee disclosing the name, address, and Federal tax identification number of the assignee. Lessee may require the assignee's written agreement to comply with the terms and conditions of this Master Leasing Agreement for its approval of the assignment. Lessee shall keep a record of all such assignments.

23.5 Lessee agrees, in the event of an assignment, that it will execute any and all documents reasonably required by the assignee to show evidence of the assignment, but no such document may in any manner alter or amend the terms and conditions of this Master Leasing Agreement.

23.6 During the Lease Term, in the event Lessor assigns it right, title and interest in a Lease Schedule and the Property thereunder, such Assignee hereby assigns to Lessee all rights that Assignee may have to assert from time to time whatever claims and rights (including without limitation warranties) related to the Property against the Lessor and any original vendor of the Property (collectively, the "Supplier"). Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Supplier of the Property, and not against any Assignee, nor shall such matter have any effect whatsoever on the rights and obligations of any Assignee with respect to the Lease Schedule and the Master Leasing Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that any Assignee makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Supplier of the Property.

24. **Personal Property.** The Property is and will remain personal property.

25. **Notices.** All notices under this Master Leasing Agreement will be in writing and mailed, postage prepaid, by first class, certified mail, return receipt requested, unless otherwise proceeded in this Master Leasing Agreement. A notice will be effective upon receipt. Unless Lessee receives notice to the contrary, in accordance with this section, Lessee agrees to send its written notices to:

FOR NOTICES TO VENDOR

Lara Novino
Unisys Corporation
Office of the General Counsel
Fax: 215.986.9467

FOR NOTICES TO LESSOR

John Lekic
Unisys Leasing Corporation
Fax: 216.357.6531

Unless Lessor receives notice to the contrary, in accordance with this section, Lessor agrees to send its written notices to the "bill to" address in the applicable Lease Schedule covering each Lease Schedule affected by the notice. Each notice in which Lessee is the State of Ohio will also be sent to:

Office of the Chief Legal Counsel
Office of Information Technology
State of Ohio
39th Floor, Rhodes Office Tower
30 East Broad Street
Columbus, Ohio 43229

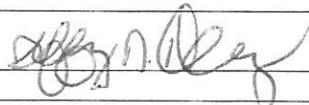
26. **Political Subdivisions.** This Master Leasing Agreement may be relied on by counties, townships, municipalities and other political subdivisions of Ohio (collectively "Political Subdivisions"). Whenever a Political Subdivision relies on this Master Leasing Agreement to issue a purchase order, the Political Subdivision will step into the shoes of the Lessee under this Master Leasing Agreement, and, as to the Political Subdivision's order and Lease Schedule, this Master Leasing Agreement will be between the Lessor and the Political Subdivision. The Lessor will look solely to the Political Subdivision for performance, including payment, and each Political Subdivision Lessee will hold the State of Ohio harmless with regard to such orders and the Political Subdivision's performance. Nothing in this Master Leasing Agreement requires the Lessor to accept an order from a Political Subdivision.
27. **Termination for Convenience.** Either party, on thirty (30) days notice to the other party, may terminate this Master Leasing Agreement for its convenience. A termination for convenience will not affect any orders placed before the termination, but no more orders may be placed or accepted under this Master Leasing Agreement after its termination under this section or under any other section. This Master Leasing Agreement will also terminate for the State's convenience on expiration or termination of the STS. Again, such a termination will not affect any pre-existing orders.
28. **Multiple Orders.** This Master Leasing Agreement contemplates multiple orders, and every order under this Master Leasing Agreement will be subject to this Master Leasing Agreement's terms and conditions. But each order will be treated as if a separate agreement has been entered into between Lessor and Lessee with respect to that order. Any termination of an order for cause or otherwise will not affect any other order under this Master Leasing Agreement.
29. **Miscellaneous.** At any reasonable time, Lessor may inspect the Property and the books and records of Lessee related to the Property or this Agreement. No obligations of either party may be waived without the written consent of the other party. No waiver of any obligation will be a waiver as to any other event related to that obligation. This Master Leasing Agreement will be governed by Ohio law and constitutes the entire agreement between the parties. This Master Leasing Agreement may not be modified, except in writing, and any provision of this Master Leasing Agreement that is unenforceable will be ineffective without invalidating the remainder of this Master Leasing Agreement. No entity other than Lessee's Office of Information Technology, through a duly authorized representative, may agree to change the provisions of this Master Leasing Agreement on behalf of Lessee. Lessor will have the right at any time, by written notice to Lessee, to designate or appoint any person or entity to act as agent or trustee for Lessor. It will be Lessor's responsibility to maintain accurate and current records of Lessor's invoices and Lessee's payments for such invoices. Lessor will be responsible for all damages associated with its failure to comply with this provision, including without limitation, damages associated with expenditure of time by Lessee's personnel. This Master Leasing Agreement's captions are for convenience only and will not affect the interpretation of any part of this Master Leasing Agreement.

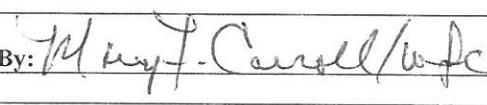
IN WITNESS WHEREOF, the parties have executed this Master Leasing Agreement as of this 20th day of December, 2006.

Lessor: Unisys Leasing Corporation

Address:
1000 South McCaslin Blvd.
Superior, CO 80027

By: 
Title: APPROVED SIGNOR

Vendor: Unisys Corporation
Address:
By: 

Lessee: State of Ohio, by the Department of Administrative Services Office of Information Address: Technology
By: 

Title: VP NA SALES CURYS

Title:

APPROVED SAMPLE

**EXHIBIT A
LEASE SCHEDULE No. _____ TO MASTER LEASING AGREEMENT
(the "Master Leasing Agreement")**

True Lease Transaction

UNDER STATE TERM SCHEDULE NUMBER _____

1. **Terms and Provisions:** This Lease Schedule is entered into by and between the Lessor and the Lessee set forth below pursuant to the terms of the Master Leasing Agreement, dated <<MLA Date>>, between Unisys Corporation, as vendor of the Property, Unisys Leasing Corporation as lessor ("Lessor"), and the State of Ohio, by the Office of Information Technology, as lessee. The terms of the MASTER LEASING AGREEMENT are hereby incorporated by reference and made a part hereof. The Lessee (check appropriate box) and billing address of Lessee (complete) are set forth below:

- An Ohio State agency. The Lessee is the Ohio State agency set forth with the billing address below.
- A Political Subdivision in the State of Ohio. The name of the Political Subdivision is set forth below with the billing address.

Name and Billing Address:

2. **Commencement Date** of this Lease Schedule shall be: a) the Acceptance Date as identified on the Acceptance Certificate (Exhibit B) hereto if such date is the first day of a month; or b) the first day of the month following the Acceptance Date if such date is not the first day of a month. The Lease Payment due dates shall include the Commencement Date and shall be on the first day of each month thereafter.
3. **Description of the Property:** The Property subject to this Lease Schedule is set forth below and is listed on the State Term Schedule _____ currently in existence between Unisys Corporation and the State of Ohio, dated _____ and has been purchased by Lessor from Vendor so Lessor may lease the Property to the Lessee according to the Master Leasing Agreement.

Item No.	Quantity	Style	Description
1			
2			
3 etc.			

Property Location:

4. **Term:** ___ months.
5. **Periodic Lease Payment Amount:** _____
6. **Lease Payment Frequency:** _____ [monthly, quarterly, annually]
7. **Expiration:** Lessor shall not be obligated to maintain the stated Payment Amount if the Certificate of Acceptance covering the Property has not been executed by Lessee and received by Lessor at: _____; by 5:00 p.m., (insert DATE).
8. **Taxes.** Lessee shall keep the Property free of all levies, liens and encumbrances, except for the interest of Lessor under the Master Leasing Agreement.

9. **Assignment:** As provided in Section 24 of the Master Leasing Agreement, Lessee is hereby notified that Lessor has assigned all of its right, title and interest in the Lease Schedule, the Property thereunder and the Lease Payments thereunder and all other rights in and amounts provided for under the Master Leasing Agreement applicable to the Lease Schedule to the Assignee (collectively the "Assigned Interest"). Lessee is hereby directed to pay any and all Lease Payments and other amounts due with respect to which Assignee renders an invoice, at the address set out immediately below or as otherwise directed in said invoice:

Assignee: Key Government Finance, Inc.
1000 South McCaslin Boulevard
Superior, CO 80027

10. In signing this, Lessee warrants that the representations, covenants and warranties of the Lessee set forth in the Master Leasing Agreement, which are applicable to this Lease Schedule are true and correct on the date hereof. Lessee agrees that it will pay all amounts due under the Lease Schedule as directed in the invoice and subject to the terms of the Master Leasing Agreement.

11. This Schedule is subject to Review and Approval by Key Government Finance, Inc.:

ASSIGNMENT ACCEPTED BY Key Government Finance, Inc.: _____

For use only with State Agency Lease Schedules

This Schedule is subject to review and approval by the State of Ohio's Office of Information Technology ("OIT") for state agencies under OIT superintending authority in accordance with Sections 125.021 and 125.041 of the Code. OIT review and approval is also to ensure that state agencies' purchases which are under OIT authority are made with a "Release and Permit" in accordance with Section 125.06 of the Code.

REVIEWED AND APPROVED BY THE OHIO OFFICE OF INFORMATION TECHNOLOGY:

By: _____

Title: _____

Lessor: Unisys Leasing Corporation
By: _____
Printed Name: _____
Title: _____
Date: _____

Lessee: Department of Public Safety
By: _____
Printed Name: _____
Title: _____
Date: _____

EXHIBIT B

True Lease Transaction

CERTIFICATE OF ACCEPTANCE

LEASE SCHEDULE NO. _____

By and Between

Ohio Department of Public Safety (Lessee) and
Unisys Leasing Corporation (Lessor)

Entered into Pursuant to the
MASTER LEASING AGREEMENT

Dated <<MLA Date>>

By and Between

The State of Ohio, by the Department of Public Safety
and

Unisys Leasing Corporation

Assigned to

Key Government Finance, Inc. (Assignee)

1.) ACCEPTANCE: LESSEE HEREBY CONFIRMS THAT THE PROPERTY DESCRIBED ON EXHIBIT A HAS BEEN RECEIVED, IS IN GOOD CONDITION AND REPAIR, AND COMPLIES IN ALL RESPECTS WITH ITS SPECIFICATIONS.

2.) PROPERTY LOCATION:

USER: _____

BY: _____
(NAME TYPED OR PRINTED)

TITLE: _____

SIGNATURE: _____

DATE OF ACCEPTANCE: _____ (Effective Date)

Exhibit C

True Lease Transaction

[Not to be used if Lessee is not an Agency or Department of the State of Ohio.]

(To be provided under User Department Letterhead)

ESSENTIAL USE/SOURCE OF FUNDS LETTER

Key Government Finance, Inc.

1000 South McCaslin Boulevard

Superior, CO 80027

RE: Lease Schedule No. ____ between <LESSEE NAME> and Unisys Leasing Corporation, entered into pursuant to Master Leasing Agreement, dated <<MLA Date>>, between the State of Ohio, by the Office of Information Technology, Unisys Leasing Corporation (Lessor), and Unisys Corporation (Vendor).

Gentlemen:

This confirms and affirms that the Property described in the Lease Schedule referred to above (the Agreement) is essential to the function of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, the Property, which need is not temporary or expected to diminish in the foreseeable future. Such Property will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, the Property was selected by us to be used as follows: _____

The estimated useful life of the Property based upon manufacturer's representations _____.

Our source of funds for payments of the Lease Payments due under the Agreement for the current fiscal year is _____.

We expect and anticipate adequate funds to be available for all future Lease Payments due after the current fiscal year.

Dated: _____

Very truly yours,

_____, Lessee

By: _____

Printed Name: _____

Title: _____

EXHIBIT D

True Lease Transaction

Lessee's Counsel's Opinion

[To be provided on letterhead of Lessee's Counsel when Lessee is a Political Subdivision]

[Address to Lessor and Lessee]

RE: Lease Schedule No. ____ between <LESSEE NAME> and Unisys Leasing Corporation, entered into pursuant to Master Leasing Agreement, dated <<MLA Date>>, between the State of Ohio, by the Office of Information Technology, Unisys Corporation (Vendor), and Unisys Leasing Corporation (Lessor).

Ladies and Gentleman:

We have acted as special counsel to <LESSEE NAME>, in connection with Lease Schedule No. __ (the "Lease Schedule"), between <LESSEE NAME> ("Lessee") and Unisys Leasing Corporation, entered into pursuant to Master Leasing Agreement, dated <<MLA Date>>, between the State of Ohio, by the Office of Information Technology, Unisys Leasing Corporation (Lessor), and Unisys Corporation (Vendor). We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Lease Schedule and Master Leasing Agreement.

As to questions of fact material to our opinion, we have relied upon the representations of Lessee in the Lease Schedule and the Master Leasing Agreement and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State.
2. Lessee has all requisite power and authority to enter into the Lease Schedule pursuant to the Master Leasing Agreement and to perform its obligations thereunder.
3. The execution, delivery and performance of the Lease Schedule pursuant to the Master Leasing Agreement by Lessee has been duly authorized by all necessary action on the part of Lessee.
4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Lease Schedule pursuant to the Master Leasing Agreement, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.
5. Lessee has acquired or has arranged for the acquisition of the Property subject to the Lease Schedule, and has entered into the Lease Schedule pursuant to the Master Leasing Agreement, in compliance with all applicable public bidding laws.
6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Lease Schedule pursuant to the Master Leasing Agreement.
7. The Lease Schedule has been duly executed and delivered by Lessee and constitute legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms and the terms of the Master Leasing

Agreement, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as Lessee, effecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Lease Schedule or of other agreements similar to the Lease Schedule; (b) questioning the authority of Lessee to execute the Lease Schedule, or the validity of the Lease Schedule, or the payment of the Lease Payments under Lease Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Lease Schedule; or (d) affecting the provisions made for the payment of or security for the Lease Schedule.
9. Lessee is a political subdivision as defined under Ohio Revised Code Section 125.04(B) and, pursuant to said Section 125.04(B), Lessee has enacted and filed with the Ohio Department of Administrative Services a certified copy of the ordinance or resolution of the legislative authority or governing board of Lessee requesting authority in the name of the Lessee to participate in state contracts which the Department of Administrative Services and the Office of Information Technology have entered into for the purchase of supplies, services, property and certain materials pursuant to Ohio Revised Code Section 125.04.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Lease Schedule.

Very truly yours,

EXHIBIT F

[For Use by Political Subdivision Lessees]

Lessee's Certificate

<<Assignee>>

1000 South McCaslin Boulevard
Superior, CO 80027

RE: Lease Schedule No. ____ between <LESSEE NAME> and Unisys Leasing Corporation, entered into pursuant to Master Leasing Agreement, dated <<MLA Date>>, between the State of Ohio, by the Office of Information Technology, Unisys Leasing Corporation (Lessor), and Unisys Corporation (Vendor).

The undersigned, being the duly elected, qualified and acting official or officer of <LESSEE NAME> ("Lessee") do hereby certify, as of Commencement Date, as follows:

1. Lessee did, at a <regular> <special> meeting of the governing body of the Lessee held <date> by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Lease Schedule (the "Lease Schedule") by the following named representative of Lessee, to wit:

<u>Name</u>	<u>Title</u>	<u>Signature</u>
-------------	--------------	------------------

<Name of executing official> <title of executing official> _____

2. The above-named representative of the Lessee held at the time of such authorization and holds at the present time the office set forth above.

3. The meeting(s) of the governing body of the Lessee at which the Lease Schedule was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Lease Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Lease Schedule have been:

- (a) held within the geographic boundaries of the Lessee;
- (b) open to the public, allowing all people to attend;
- (c) conducted in accordance with internal procedures of the governing body; and
- (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State of Ohio (the "State").

4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or an Event of Nonappropriation (as such terms is defined in the Master Leasing Agreement referred to above) exists at the date hereof with respect to this Lease Schedule or any other Lease Schedules entered into by Lessee under the Master Leasing Agreement.

5. The leasing of all of the Property under the Lease Schedule has been duly authorized by the governing body of Lessee.

6. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Lease Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

<<Insert box for signature by appropriate fiscal official of Lessee as to appropriations under state law, including printed name and title.>>

7. The Lessee is currently maintaining the insurance required by the Master Leasing Agreement on the Property under the Lease Schedule.

8. The use of the Property subject to the Lease Schedule is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

9. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Lease Schedule or of other agreements similar to the Lease Schedule; (b) questioning the authority of Lessee to execute the Lease Schedule, or the validity of the Lease Schedule, or the payment of the Lease Payments under the Lease Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Lease Schedule; or (d) affecting the provisions made for the payment of or security for the Lease Schedule.

10. Lessee is a political subdivision as defined under Ohio Revised Code Section 125.04(B) and, pursuant to said Section 125.04(B), Lessee has enacted and filed with the Ohio Department of Administrative Services a certified copy of the ordinance or resolution of the legislative authority or governing board of Lessee requesting authority in the name of the Lessee to participate in state contracts which the Department of Administrative Services and the Office of Information Technology have entered into for the purchase of supplies, services, property and certain materials pursuant to Ohio Revised Code Section 125.04.

IN WITNESS WHEREOF, I hereunto set my hand the day and year first above written.

<LESSEE NAME>

By _____
Title: _____

EXHIBIT F
INSURANCE REQUIREMENTS

RE: Property Schedule No. _____ between <<Lessee Name>> (Lessee) and Unisys Leasing Corporation (Lessor), entered into pursuant to Master Financing Agreement, dated <<MFA Date>>, between the State of Ohio, by the Office of Information Technology, Unisys Corporation (Vendor), and Unisys Leasing Corporation (Lessor)

Per Section 18 of the Master Financing Agreement, Lessee will self-fund replacement of the equipment in the event of a loss/damage to the equipment.

_____ Per Section 18 of the Master Financing Agreement, Lessee will maintain insurance on the Property subject to Property Schedule No. _____ in the amounts shown below. A Certificate of Insurance from your insurer is required,

The Certificate should state that in the event the insurance coverage is reduced or cancelled, then 30 days prior to the effect of such event, the insurer will inform Unisys Leasing Corporation and its assigns of such reduction or cancellation in writing.

Lessor: Unisys Leasing Corporation
By:
Printed Name:
Title:
Date:

Lessee: <<Lessee Name>>
By
Printed Name:
Title:
Date:

EXHIBIT A
LEASE SCHEDULE No. 01 TO MASTER LEASING AGREEMENT
(the "Master Leasing Agreement")

True Lease Transaction

UNDER STATE TERM SCHEDULE NUMBER 533457-3

1. **Terms and Provisions:** This Lease Schedule is entered into by and between the Lessor and the Lessee set forth below pursuant to the terms of the Master Leasing Agreement, dated December 20, 2006, between Unisys Corporation, as vendor of the Property, Unisys Leasing Corporation as lessor ("Lessor"), and the State of Ohio, by the Office of Information Technology, as lessee ("Lessee"). The terms of the MASTER LEASING AGREEMENT are hereby incorporated by reference and made a part hereof. The Lessee (check appropriate box) and billing address of Lessee (complete) are set forth below:

An Ohio State agency. The Lessee is the Ohio State agency set forth with the billing address below.

A Political Subdivision in the State of Ohio. The name of the Political Subdivision is set forth below with the billing address.

Name and Billing Address: Department of Public Safety _____
 1970 West Broad Street _____
 Columbus, OH 43223 _____

2. **Commencement Date** of this Lease Schedule shall be: a) the Acceptance Date as identified on the Acceptance Certificate (Exhibit B) hereto if such date is the first day of a month; or b) the first day of the month following the Acceptance Date if such date is not the first day of a month. The Lease Payment due dates shall include the Commencement Date and shall be on the first day of each month thereafter.

3. **Description of the Property:** The Property subject to this Lease Schedule is set forth below and is listed on the State Term Schedule #533457-3 currently in existence between Unisys Corporation and the State of Ohio, dated October 2005 and has been purchased by Lessor from Vendor so Lessor may lease the Property to the Lessee according to the Master Leasing Agreement.

Hardware:			
1	STK1182-98M	9840 CARTRIDGE	
Software:			
1	STK1182000-U22	Unisys OS2200 CSC ACSLS ATTACH	OTC
1	STK1182051-U22	Unisys CSC 5R1 RELEASE	OTC
1	STK1182220-U1K	First host, first 1,000 slots	OTC
1	STK1182401-U22	Additional 400 slot increment(s)	OTC
1	UOE2029011-PPU	UOE:DOR 290 REL 11 GP PRE-PAID METERING	ETP60
2	UOR20290-PPV	DOR 290 100 MIPS MONTH PRE-PAID USAGE RATE	ETP60
65	UOR20290-PPU	DOR 290 ONE MIPS MONTH PRE-PAID USAGE RATE	ETP60
1	UOL20290-999	DOR 290 Metered GP PPU Enabler Ceiling max to HW	ETP60
1	CSW999-BOT	IOE:CP ONE TIME SYS BOOT	ETP60
1	XRL2200-ABS	DATAMGT: XRLOAD	ETP60
1	6810-00	FILE MGT:MEDIA MANAGER	ETP60
1	CSP2150-LA1	SYS MGT:LA MX	ETP60
1	CSP2150-MSR	SYS MGT:MSAR MX	ETP60
1	CSW20-SAU	SYS MGT:TQ SAUTILITIES	ETP60

1	CSP2150-UOS	SYS MGT:UNAT OPS SUPP SW	ETP60
1	CSW20-BLD	UTIL SW:BUILD CPX	ETP60
5	EDV999-CD	EA DEV Concur User	OTC
1	CSP2150-FTX	COM SW:CP FTP AND TAS	ETP60
1	EAC999-22	EA BUN RT 8 USER OS2200	ETP60
92	EAC999-X22	EA BUN RT 1 USER OS22 LO	ETP60
1	SMS7001-SBE	SYS MGT:SPO BASIC ED	ETP60
1	CSP2150-CUL	SYS MGT:TQ CULL	ETP60
1	CSP2150-IAC	SYS MGT:TQ IACULL	ETP60
1	CSP2150-SMN	SYS MGT:TQ SIMAN	ETP60
SSU:			
2	UOU20290-PPV	SUBSCRN:DOR 290 100 MIPS MONTH PRE-PAID USAGE SSU	ETP60
65	UOU20290-PPU	SUBSCRN:DOR 290 ONE MIPS MONTH PRE-PAID USAGE SSU	ETP60
5	EDV100-CDS	SUBSCRN:EA DEV Concur Usr	ETP60
1	EAC100-ENT	SUBSCRN:EA BRT 8User ENT	ALC60
92	EAC100-XET	SUBSCRN:EA BRT 1User ENT	ALC60

Property Location:
State of Ohio SOCC/ODPS, SOCC Suite 214, 1320 Arthur E. Adams Drive, Columbus, OH 43221-3560

4. Term: 60 months.
5. Periodic Lease Payment Amount: \$38,707.57 payments 1-6. \$135,484.11 payments 7-60.
6. Lease Payment Frequency: monthly.
7. Termination Table: Subject to Section 27 of the Master Lease Agreement, if Lessee terminates this Lease Schedule for convenience, the value listed in the following table, as in accordance with the termination date, will apply:

Pay #	Date	Periodic Lease Payment	Termination Payment
1	2/1/07	38,707.57	6,281,226.50
2	3/1/07	38,707.57	6,283,863.68
3	4/1/07	38,707.57	6,286,518.70
4	5/1/07	38,707.57	6,289,191.69
5	6/1/07	38,707.57	6,291,882.77
6	7/1/07	38,707.57	6,294,592.07
7	8/1/07	135,484.11	6,197,639.85
8	9/1/07	135,484.11	6,100,031.55
9	10/1/07	135,484.11	6,001,762.72
10	11/1/07	135,484.11	5,902,828.89
11	12/1/07	135,484.11	5,803,225.56
12	1/1/08	135,484.11	5,702,948.20
13	2/1/08	135,484.11	5,601,992.25
14	3/1/08	135,484.11	5,500,353.11
15	4/1/08	135,484.11	5,398,026.17
16	5/1/08	135,484.11	5,295,006.77
17	6/1/08	135,484.11	5,191,290.22
18	7/1/08	135,484.11	5,086,871.80
19	8/1/08	135,484.11	4,981,746.77
20	9/1/08	135,484.11	4,875,910.34
21	10/1/08	135,484.11	4,769,357.71
22	11/1/08	135,484.11	4,662,084.01
23	12/1/08	135,484.11	4,554,084.38

24	1/1/09	135,484.11	4,445,353.90
25	2/1/09	135,484.11	4,335,887.62
26	3/1/09	135,484.11	4,225,680.57
27	4/1/09	135,484.11	4,114,727.74
28	5/1/09	135,484.11	4,003,024.07
29	6/1/09	135,484.11	3,890,564.48
30	7/1/09	135,484.11	3,777,343.86
31	8/1/09	135,484.11	3,663,357.07
32	9/1/09	135,484.11	3,548,598.90
33	10/1/09	135,484.11	3,433,064.16
34	11/1/09	135,484.11	3,316,747.57
35	12/1/09	135,484.11	3,199,643.85
36	1/1/10	135,484.11	3,081,747.67
37	2/1/10	135,484.11	2,963,053.68
38	3/1/10	135,484.11	2,843,556.46
39	4/1/10	135,484.11	2,723,250.59
40	5/1/10	135,484.11	2,602,130.59
41	6/1/10	135,484.11	2,480,190.95
42	7/1/10	135,484.11	2,357,426.13
43	8/1/10	135,484.11	2,233,830.54
44	9/1/10	135,484.11	2,109,398.57
45	10/1/10	135,484.11	1,984,124.54
46	11/1/10	135,484.11	1,858,002.77
47	12/1/10	135,484.11	1,731,027.51
48	1/1/11	135,484.11	1,603,192.99
49	2/1/11	135,484.11	1,474,493.40
50	3/1/11	135,484.11	1,344,922.88
51	4/1/11	135,484.11	1,214,475.53
52	5/1/11	135,484.11	1,083,145.43
53	6/1/11	135,484.11	950,926.60
54	7/1/11	135,484.11	817,813.03
55	8/1/11	135,484.11	683,798.65
56	9/1/11	135,484.11	548,877.39
57	10/1/11	135,484.11	413,043.09
58	11/1/11	135,484.11	276,289.58
59	12/1/11	135,484.11	138,610.63
60	1/1/12	135,484.11	0.00

8. **Expiration:** Lessor shall not be obligated to maintain the stated Payment Amount if the Certificate of Acceptance covering the Property has not been executed by Lessee and received by Lessor at: December 29, 2006; by 5:00 p.m..
9. **Taxes.** Lessee shall keep the Property free of all levies, liens and encumbrances, except for the interest of Lessor under the Master Leasing Agreement.
10. **Assignment:** As provided in Section 23 of the Master Leasing Agreement, Lessee is hereby notified that Lessor has assigned all of its right, title and interest in the Lease Schedule, the Property thereunder and the Lease Payments thereunder and all other rights in and amounts provided for under the Master Leasing Agreement applicable to the Lease Schedule to the Assignee (collectively the "Assigned Interest"). Lessee is hereby directed to pay any and all Lease Payments and other amounts due with respect to which Assignee renders an invoice, at the address set out immediately below or as otherwise directed in said invoice:

Assignee:

Key Government Finance, Inc.
1000 South McCaslin Boulevard
Superior, CO 80027

10. In signing this, Lessee warrants that the representations, covenants and warranties of the Lessee set forth in the Master Leasing Agreement, which are applicable to this Lease Schedule are true and correct on the date hereof. Lessee agrees that it will pay all amounts due under the Lease Schedule as directed in the invoice and subject to the terms of the Master Leasing Agreement.

11. This Schedule is subject to Review and Approval by Key Government Finance, Inc.:

ASSIGNMENT ACCEPTED BY Key Government Finance, Inc.: KPSA Approved SIGNOR

For use only with State Agency Lease Schedules

This Schedule is subject to review and approval by the State of Ohio's ~~Department of Administrative Services (DAS)~~ ^{Office of Information Technology} for state agencies under ~~DAS~~ ^{VOIT} superintending authority in accordance with Sections 125.021 and 125.041 of the Code. ~~DAS~~ ^{VOIT} review and approval is also to ensure that state agencies' purchases which are under ~~DAS~~ ^{VOIT} authority are made with a "Release and Permit" in accordance with Section 125.06 of the Code. ^{^ OIT}

(OIT) *wfc*

REVIEWED AND APPROVED BY THE OHIO OFFICE OF INFORMATION TECHNOLOGY:

By: Mary F Carroll
 Title: DIRECTOR/STATE CIO

Lessor: Unisys Leasing Corporation
By: <u>KPSA</u>
Printed Name: <u>KEVIN P SCOTT</u>
Title: <u>APPROVED SIGNOR</u>
Date: <u>12/22/2006</u>

Lessee: State of Ohio, by the Office ^{Office of Information Technology}
By:
Printed Name:
Title:
Date:

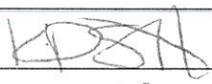
EXHIBIT F
INSURANCE REQUIREMENTS

RE: Property Schedule No. 01 between State of Ohio, by the Office of Information Technology (Lessee) and Unisys Leasing Corporation (Lessor), entered into pursuant to Master Financing Agreement, dated December 20, 2006, between the State of Ohio, by the ~~Department of Administrative Services~~, Unisys Corporation (Vendor), and Unisys Leasing Corporation (Lessor) ~~Office of Information Technology~~

Per Section 17 of the Master Financing Agreement, Lessee will self-fund replacement of the equipment in the event of a loss/damage to the equipment.

Per Section 17 of the Master Financing Agreement, Lessee will maintain insurance on the Property subject to Property Schedule No. 01 in the amounts shown below. A Certificate of Insurance from your insurer is required,

The Certificate should state that in the event the insurance coverage is reduced or cancelled, then 30 days prior to the effect of such event, the insurer will inform Unisys Leasing Corporation and its assigns of such reduction or cancellation in writing.

Lessor: Unisys Leasing Corporation	Lessee: State of Ohio, by the Office of Information Technology
By: 	By:
Printed Name: KEVIN P. SCOTT	Printed Name:
Title: APPROVED SIGNER	Title:
Date: 12/22/2006	Date: