Ohio Office of Information Technology
Bob Taft, *Governor*
Mary F. Carroll, *Director, State Chief Information Officer*

Office of the Director
30 E. Broad Street, 39th Floor
Columbus, Ohio 43215

614.644.6446 voice
614.644.9382 fax
www.oit.ohio.gov

To: ALLEN SYSTEMS GROUP
LINDA STEPHENSON
1333 Third Ave. South
Naples, FL. 34105

From: Office of Information Technology
Investment & Governance Division
Contract Management

Subject: 2007 Master Maintenance Agreement Extension

Date: April 4, 2006

Software / Hardware
Master Maintenance Agreement Extension
Fiscal Year 2007
By and Between
Office of Information Technology
and
ALLEN SYSTEMS GROUP

A Master Maintenance Agreement was entered into by the Office of Information Technology, ('Customer") located at 30 East Broad Street, 40th, Floor Columbus, Ohio 43215 and ALLEN SYSTEMS GROUP ("Vendor") located at 1333 Third Ave. South Naples, FL. 34105.

Whereas, The provision of the Master Maintenance Agreement for Fiscal Year 2005 labeled Non Appropriations of Funds provides the option for the "Customer" to renew this agreement in the next Biennium by issuing written notice to the Vendor of its intent to do so. However, the provision labeled Term of the Master Maintenance Agreement further stipulates that the Contract term may not be extended beyond a biennial budget period unless both parties affirmatively renew this Contract in writing.

AND

Whereas, The Customer has chosen to exercise the option to extend the Terms and Conditions of the Master Maintenance Agreement by and between the Parties for the Fiscal Year 2007, (July 1, 2006 through June 30, 2007).

AND

Whereas, should the Vendor fail to respond to this notice by June 30, 2006, the Vendor will be determined to have rejected the Customers offer to extend the Contract and the Master Maintenance Agreement will expire according to its original terms

TO SHOW THEIR AGREEMENT the Parties have executed this Extension Agreement on the date(s) below and unless otherwise indicated is effective as of the date of signature by the State.

THE CONTRACTOR

By: Linda J. Stephenson

Title: Senior Director of Contracting

Date: April 11, 2006
Federal TIN: 59-2634496
E-mail: Linda.stephenson@asg.com

STATE OF OHIO,

OFFICE OF INFORMATION TECHNOLOGY,
INVESTMENT & GOVERNANCE DIVISION

Mary F. Carroll
Director, State Chief Information Officer
Ohio Office of Information Technology

By: Gus Maragos

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

Date: 5-5-06

Ohio Office of Information Technology
Bob Taft, *Governor*
Mary F. Carroll, *Interim State Chief Information Officer*

Office of the Director
30 E. Broad Street, 39th Floor
Columbus, Ohio 43215

614.644.6446 voice
614.644.9382 fax
www.oit.ohio.gov

To: ALLEN SYSTEMS GROUP
LINDA STEPHENSON
1333 Third Ave. South
Naples, FL. 34105

From: Department of Administrative Services
Investment & Governance Division
Contract Managernent

Subject: Master Maintenance Agreement Extension

Date: May 12, 2005

Software / Hardware
Master Maintenance Agreement Extension
Fiscal Year 2006
By and Between
The Department of Administrative Services
And
ALLEN SYSTEMS GROUP

A Master Maintenance Agreement was entered into by the Department of Administrative Services, ('Customer") located at 30 East Broad Street, 40th, Floor Columbus, Ohio 43215 and ALLEN SYSTEMS GROUP (Vendor) located at 1333 Third Ave. South Naples, FL. 34105.

Whereas, The provision of the Master Maintenance Agreement for Fiscal Year 2005 labeled Non Appropriations of Funds provides the option for the "Customer" to renew this agreement in the next Biennium by issuing written notice to the Vendor of its intent to do so. However, the provision labeled Term of the Master Maintenance Agreement further stipulates that the Contract term may not be extended beyond a biennial budget period unless both parties affirmatively renew this Contract in writing.

AND

Whereas, The Customer has chosen to exercise the option to extend the Terms and Conditions of the Master Maintenance Agreement by and between the Parties for the Fiscal Year 2006, (July 1, 2005 through June 30, 2006).

AND

Whereas, should the Vendor fail to respond to this notice by June 30, 2005, the Vendor will be determined to have rejected the Customers offer to extend the Contract and the Master Maintenance Agreement will expire according to its original terms

TO SHOW THEIR AGREEMENT the Parties have executed this Extension Agreement on the date(s) below and unless otherwise indicated is effective as of the date of signature by the State.

THE CONTRACTOR

By: Linda J. Stephenson

Title: Senior Director of Contracting

Date: 5-16-05

TAX ID 592634496

E-mail: linda.stephenson@asg.com

STATE OF OHIO,
DEPARTMENT OF ADMINISTRATIVE SERVICES,
INVESTMENT & GOVERNANCE DIVISION

Mary F. Carroll

Mary F. Carroll
Interim State Chief Information Officer
Ohio Office of Information Technology

By: Gus Maragos

Cynthia J. Dougherty
Interim Deputy State Chief Information Officer
Investment and Governance Division

Date: 6/7/05

Revised: 4/27/05

Ohio Department of Administrative Services
Bob Taft, *Governor*
Scott Johnson, *Director*

Deputy Director's Office
IT Governance Division
30 E. Broad Street Suite 3901
Columbus, Ohio 43215-3414

614.466.6930 voice
614.644.1428 fax
www.ohio.gov

OhioDAS

To: ALLEN SYSTEMS GROUP

From: Department of Administrative Services
IT Governance Division
Acquisitions Management

Subject: Master Maintenance Agreement Extension

Date: June 24, 2004

Software
Master Maintenance Agreement Extension
Fiscal Year 2005
By and Between
The Department of Administrative Services
And
ALLEN SYSTEMS GROUP

A Master Maintenance Agreement was entered into by the Department of Administrative Services, ("Customer") located at 30 East Broad Street, 40th. Floor Columbus, Ohio 43215 and ALLEN SYSTEMS GROUP, ("Vendor") located at 1333 Third Avenue South. NAPLES, FL. 34102

Whereas, The terms of the Master Maintenance Agreement for Fiscal Year 2004 provide the option for the Customer **to renew this agreement in the next Biennium by issuing written notice to the Vendor to do so in the heading labeled** Non-Appropriation of Funds.

AND

Whereas, The Customer has chosen to exercise the option to extend the Terms and Conditions of the Master Maintenance Agreement for Fiscal Year 2005.

AND

Whereas, upon the mutual consent of the parties to the Master Maintenance Agreement, the Terms and Conditions of the Master Maintenance Agreement for Fiscal Year 2005 are hereby amended to include the following contract provision:

> " **Contractor's Warranty Against An Unresolved Finding For Recovery.** Contractor warrants that it is not subject to an unresolved finding of recovery under ORC 9.24. If the warranty is deemed to be false on the date the date the parties sign this Contract, this Contract is void *ab initio*."

AND

Whereas, should the Vendor fail to respond to this notice by June 30, 2004, the Vendor will be determined to have rejected the offer of the Customer to extend the Terms and Conditions of the Master Maintenance Agreement as amended; whereby, the Master Maintenance Agreement will expire according to its original terms.

TO SHOW THEIR AGREEMENT to extend the Terms and Conditions of the Master Maintenance Agreement as amended for Fiscal Year 2005 (July 01, 2004, through June 30, 2005), the parties have executed this Extension Agreement on the date(s) below.

THE CONTRACTOR

By: Linda J. Stephen

Title: Senior Director of Contracting

Date: 6-30-04

STATE OF OHIO,
DEPARTMENT OF ADMINISTRATIVE SERVICES,
IT GOVERNANCE DIVISION

C Scott Johnson
C. Scott Johnson, Director

By: Mary F. Carroll
Mary F. Carroll, Deputy Director,
IT Governance Division

Date: 8/31/04

E-Mail Address linda.stephenson@asg.com
Revised: 4/01/04

239-435-3647

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

This Contract is made by and between the State of Ohio, Department of Administrative Services, located at 30 East Broad Street, 40th Floor, Columbus, Ohio 43215 ("Customer"), and ALLEN SYSTEMS GROUP ("Contractor"), located at 1333 Third Avenue, South Naples, Fl. 34012.

1. **DEFINITIONS**

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

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

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

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

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

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

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

2. **MAINTENANCE SERVICE RESPONSIBILITIES OF CONTRACTOR**

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

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

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

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

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

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

3. **SERVICE AVAILABILITY PERIOD**

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

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

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

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

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

4. **RESPONSIBILITIES OF CUSTOMER**

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

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

5. **PAYMENT DUE DATE**

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

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

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

2. The date the Service is delivered and accepted.

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

6. CONTRACTOR QUARTERLY SALES REPORT

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

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

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

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

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

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

7. CONTRACTOR REVENUE SHARE

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

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

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

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

Contractor must forward the check to the following address:

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

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

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

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

8. **INTEREST ON OVERDUE PAYMENTS**

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

9. **INVOICE REQUIREMENTS**

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

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

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

C. Invoice remittance address as designated in this Contract.

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

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

10. **IMPROPER INVOICES**

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

11. **NON-APPROPRIATION OF FUNDS**

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

12. **OBM CERTIFICATION**

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

13. **NOTIFICATION OF PRICE INCREASE**

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

14. **INDEMNITY**

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

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

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

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

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

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

15. GENERAL WARRANTIES

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

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

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

15.1 SOFTWARE WARRANTY

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

15.2 SOFTWARE MAINTENANCE

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

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

15.3 PRINCIPAL PERIOD OF MAINTENANCE

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

15.4 MAINTENANCE ACCESS

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

16. CONFIDENTIALITY

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

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

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

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

17. LIMITATION OF LIABILITY

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

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

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

18. DELIVERIES

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

19. HEADINGS

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

20. ASSIGNMENT

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

21. GOVERNING LAW

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

22. TAXES

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

23. EXCUSABLE DELAY (FORCE MAJEURE)

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

24. ENTIRE CONTRACT

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

25. NOTICES

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

26. SEVERABILITY

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

27. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

28. DRUG FREE WORKPLACE

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

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

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

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

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

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

ACCEPTED BY:

CONTRACTOR
ALLEN SYSTEMS GROUP, INC.
1333 THIRD AVENUE SOUTH
NAPLES, FLORIDA 34102

Signature

Linda J. Stephenson
Senior Director of Contracting
Printed Name/Title

7-8-03
Date

Contractor Tax ID Number 59-2634496

ACCEPTED BY:

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

Signature

C. Scott Johnson
Director

7-15-03
Date

Revised: 5/20/03

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

CUSTOMER

Contact: _____

Phone: _____ Fax: _____

For:

_____
Agency, Name/Title of Agency Contact

_____
Address

_____
City, State, Zip

CONTRACTOR

Contact: Darby Zimmerman

Phone: 800-932-5536 Fax: 239-435-1952

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

Coverage Amount: $91,568.00

Agency P.O. Box #: _____

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

Model Number	Serial Number	Description and Location	Billing Frequency Qty	Unit Rate	Amount
9672-Y66	044594	ASG-DOC-AID	1	$52,238.00	$52,238.00
		ASG-TMON for CICS/ESA	1	$20,872.50	$20,872.50
		ASG-TMON for DB2	1	$18,457.50	$18,457.50

Total Charge $ 91,568.00

For the Agency:

By: _____

For the Contractor:
Contractor Tax ID Number: 59-2634496

By: _____