

**Master Maintenance Agreement Renewal**

The State of Ohio, through the Office of Information Technology ( the "State"), located at 30 East Broad Street, 40<sup>th</sup> Floor, Columbus, Ohio 43215, on behalf of the State of Ohio, and Unisys Corporation (the "Contractor") located at Township Lins and Union Meeting Rd, Blue Bell, PA, entered into a Master Maintenance Agreement (the "Contract") on July 1, 2006.

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

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

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

All other terms remain the same.

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

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

**Contractor**

By: Walter F. Callahan

Title: FINANCE DIRECTOR

Date: APR 25, 2007

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

R. Steve Edmonson

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

By: \_\_\_\_\_

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

Date: 4/30/07

OFFICE OF INFORMATION TECHNOLOGY  
Investment and Governance Division

CONTRACT REQUEST FORM

Master Maintenance Extension Agreement

Unisys Corporation

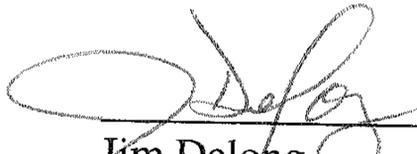
REVIEW CHECKLIST

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

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

APPROVED BY:

Contract Management:

  
\_\_\_\_\_  
Jim DeLong

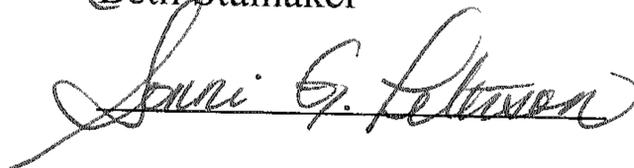
4-26-07  
Date

Contract Management Administrator:

  
\_\_\_\_\_  
Beth Stalnaker

4-30-07  
Date

Legal Counsel:

  
\_\_\_\_\_  
Jani G. Peterson

4-27-07  
Date

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



**AUDITOR OF STATE**  
**STATE OF OHIO**

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

**Auditor of State - Unresolved Findings for Recovery Certified Search**

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

Contractor's Information:

**Organization:** Unisys Corporation  
**Date:** 04/26/2007

This search produced the following list of possible matches:

4 Possible matches were found

Name/Organization	Address
New Opportunity Development and Management Services, Inc.	38510 Flanders Drive Solon, OH 44139
New Opportunity Development and Management Services, Inc.	38510 Flanders Drive Solon, OH 44139
Rhea Academy Community School	
Unimicro, Inc.	1463 Warrensville Center Road #106 Cleveland, OH

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

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

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

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

*OIT, CM 4/26/07*

**DeLong, Jim**

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**From:** Novino, Lara C. [Lara.Novino@unisys.com]  
**Sent:** Thursday, April 26, 2007 11:26 AM  
**To:** DeLong, Jim  
**Subject:** RE: State Term Schedule 9.24 recovery

Jim- I've reviewed the list of entities in the recovery list (I did the same search also). These are separate distinct companies not part of Unisys Corporation.

Best Regards,

Lara C. Novino  
Contracts Manager  
Unisys Corporation  
Office of the General Counsel  
Voice (215) 986-6614 (Net 423-6614)  
Fax (215) 986-9467

**THIS COMMUNICATION MAY CONTAIN CONFIDENTIAL AND/OR OTHERWISE PROPRIETARY MATERIAL and is thus for use only by the intended recipient. If you received this in error, please contact the sender and delete the e-mail and its attachments from all computers.**

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**From:** DeLong, Jim [mailto:jim.delong@ohio.gov]  
**Sent:** Thursday, April 26, 2007 10:33 AM  
**To:** Novino, Lara C.  
**Subject:** FW: State Term Schedule 9.24 recovery  
**Importance:** High

I have received an unresolved recovery (ORC 9.24) edit finding from The State Auditors web site.

Please review the attached PDF file of that unresolved recovery and e-mail me the status of this person(s) affiliation or non-affiliation with your organization.

**CONTRACTOR'S WARRANTY AGAINST AN UNRESOLVED FINDING FOR RECOVERY.** Contractor warrants that it is not subject to an unresolved finding for recovery under ORC 9.24. If the warranty was false on the date the parties sign this Contract, the Contract is void *ab initio*.

If you have any questions please contact me @ 614 728 8837 or Jim Sutton 614 644-8350

Thank You

4/26/2007



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

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

614.644.6446 voice  
 614.644.9382 fax  
 www.oit.ohio.gov

To: Unisys Corporation  
 Township Lins and Union Meeting Road  
 Blue Bell, Pa 19424

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**  
**Unisys Corporation**

A Master Maintenance Agreement was entered into by the Office of Information Technology, ("Customer") located at 30 East Broad Street, 40<sup>th</sup> Floor Columbus, Ohio 43215 and Unisys Corporation ("Vendor") located at Township Lins and Union Meeting Road Blue Bell, Pa 19424.

**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

STATE OF OHIO,

OFFICE OF INFORMATION TECHNOLOGY,  
 INVESTMENT & GOVERNANCE DIVISION

By: Lara Chouard

Mary F. Carroll 

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

Title: Contracts manager

By: Gus Maragos



**Ohio Office of Information Technology**

Bob Taft, *Governor*

Mary F. Carroll, *Interim State Chief Information Officer*

Office of the Director

30 E. Broad Street, 39<sup>th</sup> Floor

Columbus, Ohio 43215

614.644.6446 voice

614.644.9382 fax

www.oit.ohio.gov

To: Unisys Corporation  
Township Lins and Union Meeting Road  
Blue Bell, Pa 19424

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

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  
Unisys Corporation**

A Master Maintenance Agreement was entered into by the Department of Administrative Services, ('Customer') located at 30 East Broad Street, 40<sup>th</sup> Floor Columbus, Ohio 43215 and Unisys Corporation ( Vendor ) located at Township Lins and Union Meeting Road Blue Bell, Pa 19424.

**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: Lara Chornick

Title: Contract Manager

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

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

By: Cynthia J. Dougherty  
Cynthia J. Dougherty  
Interim Deputy State Chief Information Officer

Ohio Department of Administrative Services Deputy Director's Office  
Bob Taft, *Governor* IT Governance Division  
Scott Johnson, *Director* 30 E. Broad Street Suite 3901  
Columbus, Ohio 43215-3414

614.466.6930 voice  
614.644.1428 fax  
www.ohio.gov



To: Unisys Corporation  
From: Department of Administrative Services  
IT Governance Division  
Acquisitions Management  
Subject: Master Maintenance Agreement Extension  
Date: April 02, 2004

**Hardware  
Master Maintenance Agreement Extension  
Fiscal Year 2005  
By and Between  
The Department of Administrative Services  
And  
Unisys Corporation**

A Master Maintenance Agreement was entered into by the Department of Administrative Services, ("Customer") located at 30 East Broad Street, 40<sup>th</sup> Floor Columbus, Ohio 43215 and Unisys Corporation, ("Vendor") located at Township Lins and Union Meeting Road, Blue Bell, Pa 19424.

**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

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

**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 30 East Broad Street, 40<sup>th</sup> Floor, Columbus, Ohio, 43215 ("Customer"), and Unisys Corporation ("Contractor"), located Township Line and Union Meeting Roads, Blue Bell, PA 19424.

This Contract establishes terms and conditions under which a State agency (including any board, instrumentality or other political body of the State) may acquire the Contractor's support services ("Support Services") described herein. This Contract may also be relied on by Ohio political subdivisions, including Ohio cities and counties ("Political Subdivisions"). As used herein, the term "Customer" refers to the State where the ordering entity is any agency of the State, or the local Political Subdivision, whichever entity is listed in the applicable Support Services Schedule, a sample of which is attached hereto and incorporated herein as Attachment A. 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 will look solely to the Political Subdivision's performance, including but not limited to payment, and will 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 on behalf of a Political Subdivision 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 where the Contractor reasonably believes that the Political Subdivision is or will be unable to perform its obligations in relation to that order.

**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, which may include equipment operating system software, 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. 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 applicable Support Services schedule (the "Charges"), Contractor will furnish the Support Services (also referred to here as the "Maintenance or maintenance service"). The following represents a summary of available Support Services, which are further described in Attachment B and when ordered, will be provided under the terms and conditions of this Contract.

- A. Contractor will provide maintenance services to those sites designated by Customer in the applicable Support Services Schedule during the applicable contract term specified in such schedule. Individual Customers may designate a shorter or longer term of coverage for a particular item or items of Software on any Support Service Schedule than the current Contract Term, provided that in no event may the term be extended beyond a biennium budget period.
- B. Support Center Services. Contractor will provide reasonable technical telephone, electronic or voice assistance concerning the use of the Software, identifying Software errors and advising of known detours described in Attachment B.

- C. Updates and Maintenance Releases. From time to time Contractor may modify or enhance the Software by creating Error corrections or maintenance releases in the form of Updates to the Software. In such case, and subject to Attachment B, Contractor shall provide the Customer one copy of every new Update of the Software listed in the attached schedules, including all associated modifications, enhancements and documentation.
- D. Contractor will diagnose and provide corrections or detours/workaround for errors or replace the Software to address material programming errors attributable to Contractor in a reasonably expeditious manner after notification that a Software correction is required.
- 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. Support for releases prior t the current release of third party Software shall be subject to availability of support for the prior release from the third party manufacturer as part of such third party's standard support plan. After this period Contractor may cancel the Maintenance Services for the immediately preceding release of the Software on sixty (60) days written notice.
- F. Limitations and Exclusions. Contractor Support Services under this Contract do not include:
  - 1. Making specification changes.
  - 2. Repairing damage or malfunctions necessitated by:
    - (i) Intentional abuse or negligence of Customer;
    - (ii) Improper, excessive, extraordinary or abnormal operation
    - (iii) Acts of third parties;
    - (iv) Alteration of the Software by Customer or a third party;
    - (v) Design, manufacture, materials and workmanship related to non Unisys products and services or product(s) for which Contractor has discontinued engineering support;

3. **SERVICE AVAILABILITY PERIOD**

- A. The time and days during which the Customer may notify Contractor that the Software is inoperative and during which Contractor will perform the contracted Support Service is based on the services level (" Service Level") selected in the Support Services Schedule. Specific Services Levels are specified in Attachment B.
- B. Although the parties separate Hardware Master Maintenance Contract sets forth the terms for the maintenance of Equipment, orders for Equipment and Software Maintenance, when relating to support for a particular system configuration, shall be made on the same Support Services Schedule. Additionally, all hardware and software products within a system configuration must be enrolled under the same Service Level specified on the applicable Support Schedule.
- 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. Subject to Section 2.E above annual maintenance will continue to be available for a minimum of five years after the announced end of sales date for Unisys enterprise class server and payment systems hardware and Software under the terms and conditions of this Contract and Contractor's then-current support plan descriptions. The Customer will have the right to participate in the Contractor's annual maintenance program for all supported Products by giving the 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, unless the Customer pays interest on the late payment in accord with the applicable provisions of the Ohio Revised Code. If a Customer fails to pay the annual maintenance fee or materially breaches this Contract, then, unless otherwise agreed, the Customer may not continue to participate in the maintenance program. The Contractor will bill the Customer annually (or quarterly or monthly if designated in the applicable Support Services Schedule) for maintenance at the Contractor's current rates for maintenance, subject to the limitation on increases provided below.

- E. During the Contract term, the annual maintenance per-unit charge will not increase from year to year by more than ten percent over the prior year's annual maintenance fee per unit.

4. **RESPONSIBILITIES OF CUSTOMER**

- A. Customer will provide Contractor's personnel reasonable access to the Software at mutually agreed upon times during the contracted hours of coverage to perform maintenance services. 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 Software 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.
- C. Customer must give Contractor prior written notice of any proposed changes (including alterations or attachments to equipment, software, components, boards and subassemblies) to the Software covered by a Contractor warranty or Support Services plan. Contractor has no obligation to provide maintenance Support Services for any changed product.
- D. Customer will (i) follow Contractor's procedures and instructions for operation maintenance and obtaining services; (ii) provide a memory dump and additional data in machine readable form if requested; (iii) reproduce suspected errors or malfunctions in Software; and (iv) install available Updates (error corrections and maintenance releases) authorized by the manufacturer on a current basis.

5. **PAYMENT DUE DATE**

- A. Contractor will invoice Customer annually in advance (or quarterly or monthly, if so designated on the applicable Support Services schedule) during the term hereof for the unit amounts for the Software specified in each Support Services Schedule. If the Commencement Date does not fall on the first day of the month, the amount of the payment will be prorated based on the number of service days remaining in that month. As used in this section, "Commencement Date" means the effective date of the start of the ordered Support Services in the applicable Support Services Schedule.
- B. Payments under this Contract will be due on the 30<sup>th</sup> 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. As applicable, for non-repetitive charges the date the Service is delivered in accordance with the Contract. In the event a non-repetitive service, for Software enrolled under Support Services hereunder is not performed in accordance with the contracted services and must be re-performed, Customer shall have no obligation to pay for the re-performance of the services.
- 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  
IT Governance Division  
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 unless a different date is approved by the State. The revenue share equals .75% 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 Master Maintenance Agreement 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 or other State approved date, 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. **CONTRACTOR'S WARRANTY AGAINST AN UNRESOLVED FINDING FOR RECOVERY.** Contractor warrants that it is not subject to an unresolved finding for recovery under ORC 9.24. If the warranty was false on the date the parties sign this Contract, this Contract is void *ab initio*.

9. **INTEREST ON OVERDUE PAYMENTS**  
Section 126.30 of the Ohio Revised Code (the "Code") is applicable to this Contract and requires payment of 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.

10. **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.

11. **IMPROPER INVOICES**  
An invoice will be considered "improper" if it contains an error attributable to or caused by Contractor or does not comply with Section 10, above. 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.

12. **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.**

13. **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.

**14. 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.

**15. INDEMNITY.**

The Contractor will indemnify the State against all claims for damages or expense resulting from bodily injury to any person (including injury resulting in death) or damage to tangible, personal property (not including lost data) 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 and occurs without negligence on the part of the State or any of its employees. The Contractor will also defend and indemnify the State against any claim of infringement of a U.S. copyright or an existing U.S. patent, trademark or trade secret based on the State's proper use of any Deliverable (i.e. replacement Software or Updates) under this Contract. Contractor will indemnify the State against final judgments entered in such a suit by a court of competent jurisdiction and against settlements arising out of such a claim, provided that the State notifies Unisys promptly in writing of the claim or threat thereof and upon consultation with the office of the State's Attorney General gives Unisys authority for, the defense and settlement thereof and provides Unisys with the necessary information and assistance relating to the claim. Customer shall have the right to participate in the defense of any such claim, but may do so at its own expense and Unisys shall have the sole responsibility with respect to any such claim.

This obligation of indemnification will not apply and Contractor will have no liability 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 Product supplied hereunder with equipment, devices, or software not supplied by Contractor (this exclusion shall not limit Unisys obligation under this indemnity with respect to third party infringement claims based solely on the Product itself); or Unisys compliance with the State's designs, specifications or instructions. Any request to modify Unisys Products in compliance with the State's design, specifications, or instructions shall be pursuant to a written statement of work signed by both parties and subject to this agreement between the parties. Notwithstanding any other provisions hereof, Contractor shall not be liable for any claim based on State's use of the Products as shipped after Unisys has informed the State of modifications or changes in the Products required to avoid such claims and offered to implement those modifications or changes, if such claim would have been avoided by implementation of Unisys suggestions.

If a successful claim of infringement is made, or 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:

- (a) Modify the Deliverable so that it is no longer infringing,
- (b) Replace the Deliverable with an equivalent or better item so that it becomes non-infringing
- (c) Acquire the right for the State to use the infringing deliverable as it was intended for the State to use under this Contract;  
or
- d) Neither of the foregoing alternatives is reasonably available, immediately remove the Deliverable and refund the fee the State paid for the Deliverable and the fee originally paid to Unisys for any other Deliverable that requires the availability of the infringing Deliverable for it to be useful to the State, as depreciated or amortized by an equal annual amount over the lifetime of the Products as established by Unisys.

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 UNISYS AND ITS SUPPLIERS WITH RESPECT TO INFRINGEMENT OF PROPRIETARY RIGHTS AND UNISYS DISCLAIMS, ALL WARRANTIES OF NON-INFRINGEMENT WITH RESPECT TO THE PRODUCTS.

16. **GENERAL WARRANTIES**

A. 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 (2) be the work solely of the Contractor or if Contractor uses subcontractors Contractor will be solely responsible for the performance of any subcontracted services to the same extent as if it had performed the work itself; and (3) no Software will infringe on the intellectual property rights of any third party.

B. 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 (i.e replacement Software and Updates provided hereunder) is merchantable and fit for its intended use as further described in and subject to the express warranties in Section 16.1.

C. The warranty in 16 A (1), is a one-year warranty. The warranty in 16B(6) is a ninety day warranty. All other warranties in this section 16 will be continuing warranties. If any portion of the Software delivered hereunder ( i.e. replacement Software or Upgrades) fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor will correct such failure with all due speed. The Contractor will remain liable for any damages and claims based on breach of these warranties subject to the limitation of liability provisions of this Contract.

D. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 16 AND 16.1, BELOW, CONTRACTOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT TO THE PRODUCTS AND SERVICES SUPPLIED HEREUNDER.

16.1 **SOFTWARE WARRANTY**

On delivery and for ninety (90) days thereafter, the Contractor warrants as to all Software Deliverables provided under this Contract that: (a) the Software Deliverable will operate on the computer(s) for which the Software Deliverable is intended in the manner described in the relevant Software documentation, (b) the Software Deliverable provided hereunder will conform with applicable Contractor specifications; (c) the Contractor will deliver and maintain relevant and complete Software Deliverable documentation, commentary, and where generally made available for license to maintenance customers, source code; and (d) the Software maintenance will be provided in a professional, timely, and efficient manner.

16.2 **SOFTWARE MAINTENANCE**

During the applicable period of maintenance specified in the Support Services Schedule, the Contractor will diagnose and provide Customer workarounds or corrections for any material programming errors that are attributable to the Contractor within a reasonable 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. With respect to software for which Contractor and/or the manufacturer has discontinued engineering support in accordance with this agreement, Contractor will continue to provide all of the contracted services elements described in Attachment B with the exception of User Communication Service and Software On-Call Support. Discontinuation of engineering shall be subject to section 3.D of this Agreement.

The Contractor's response to a programming error will depend upon the severity of the problem and the contracted service level.

16.3 **PRINCIPAL PERIOD OF MAINTENANCE**

Maintenance will be available for enrolled Software during the Service Availability Period as specified in section 3 and subject to the terms of this Contract. Depending on the Service Level contracted by the Customer, travel time and expenses related to remedial and preventive maintenance will not be considered billable but will be included in Contractor's firm, fixed Fee for the services.

**16.4 MAINTENANCE ACCESS**

The Contractor will keep the Software in good operating condition during the applicable annual maintenance period during which the Customer contracts for continued maintenance and the Customer will provide the Contractor with reasonable access to the Software to perform maintenance. All maintenance that requires the Software to be inoperable must be performed outside the Customer's customary working hours except when the Software is already inoperable. Maintenance Services performed outside of the Customer's working hours may be subject to an additional charge, depending on the Service Level selected. Preventative or scheduled maintenance will be performed at mutually agreeable times, within the parameters of the manufacturer's published schedule.

**17 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 to use Confidential Information solely to perform under this Contract and shall disclose such Confidential Information only to (a) its authorized employees who are involved in the use of the Confidential Information in accordance with the terms of this Contract and (b) its authorized consultants 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.

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 promptly upon receipt of it so the Disclosing Party may seek a protective order and (b) if prompt notice cannot be so given, 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 and disclose the Confidential Information only to the extent so ordered. 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 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.

18. **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. THE LIMITATION IN PARAGRAPH 3 DOES NOT APPLY TO LIABILITY ARISING FROM THIRD PARTY CLAIMS OR THE SECTIONS IN THIS DOCUMENT WHERE THE SECTIONS EXPRESSLY PROVIDES A RIGHT TO PARTICULAR DAMAGES SUCH AS INDEMNITY.
  2. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF THE PARTIES HAVE BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGE.
  3. THE CONTRACTOR SHALL REMAIN LIABLE FOR ALL DIRECT DAMAGES DUE TO THE CONTRACTOR'S FAULT OR NEGLIGENCE UP TO (3) THREE TIMES THE COST OF THE PRODUCT/SERVICES OR (\$8,000,000.) EIGHT MILLION DOLLARS WHICHEVER IS GREATER.
19. **DELIVERIES**  
All deliveries shall be F.O.B. Destination.
20. **HEADINGS**  
The headings used in this Contract are for convenience only and will not be used in interpreting this Contract.
21. **ASSIGNMENT**  
Neither party will assign this Contract without the written consent of the other party.
22. **GOVERNING LAW**  
This Contract will be governed by and construed in accordance with Ohio law.
23. **TAXES**  
The Customer is exempt from all State and local taxes, and does not agree to pay any taxes.
24. **EXCUSABLE DELAY (FORCE MAJEURE)**  
Neither party to this Contract will be responsible for failure to perform service due to causes beyond its control, including, but not limited to, work stoppages, fires, floods, civil disobediences, riots, rebellions acts of God and similar occurrences.
25. **ENTIRE CONTRACT**  
This contract document (including the attachments expressly incorporated herein) contains the entire agreement between Contractor and Customer relating to maintenance service on the Software and as of the Commencement Date of this Contract, supersedes any prior related proposals, agreements, or communications, written or oral.
26. **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. Any notice to Contractor pursuant to the indemnification provisions of this Contract or pursuant to Section 34, termination shall be provided to: Unisys Corporation, Office of the General Counsel, Unisys Way Blue Bell, PA. 19424
27. **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.
28. **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.

29. **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.

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

- A. Contractor by signature on this Contract certifies, to the best of its knowledge and beliefs, that, Contractor is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws in Section 102.03 and 102.04 of the Code.
- B. The Contractor affirms, to the best of its knowledge and beliefs, 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 1<sup>st</sup> 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:

ACCEPTED BY:

THE CONTRACTOR

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

By: *Lara C. Novino* *C. Scott Johnson*  
 Lara C. Novino C. Scott Johnson, Director

Title: Unisys Contracts Manager By: *Mary F. Carroll*  
 Mary F. Carroll, Deputy Director,  
 IT Governance Division

Date: *3/31/04* *3/31/04*  
 02151986/6614

e-mail address *lara.novino@unisys.com*

Revised: 3/23/04jpd



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This Order for Unisys Ambassador Service ("Service") is comprised of an existing agreement between Unisys and the Client identified by the Agreement Number above and this Order. Unless stated otherwise in this Order, all terms and conditions identified in the Agreement, the Support Services Addendum (4305 4940-xxx) and the Support Services Schedule (4305 4942-xxx) shall apply.

## Section A. Definitions

**"System"** means the equipment described on the Support Services Schedule, which is subject to this Order.

**"Products"** means the Unisys equipment and software enrolled under a Unisys Support Services Agreement and subject to this Order.

**"Ambassador"** means a Unisys designated support specialist with detailed knowledge of Client's specific hardware and software configuration.

**"Ambassador Services for Datacenter"** means the Service Level described in this Order that applies to Systems that operate under a Microsoft Windows 2003 Server Datacenter Operating System platform. The charge for this service is included in the Support Services Charge for Microsoft Windows 2003 Server Datacenter Operating System. This Service Level does not apply to Systems that operate under a Unisys proprietary operating system platform or a Microsoft Non-Datacenter Operating System platform.

**"Ambassador Services for Non-Datacenter"** means the Service Level described in this Order that applies to Systems that operate under an Operating System platform other than Microsoft Windows 2003 Server Datacenter. This is an optional and separately priced service.

**Effective Date** - This Order becomes effective on the Support Services Commencement Date listed in the Support Services Schedule or if a Commencement Date is not listed in the Support Services Schedule when otherwise signed by duly authorized representatives of each party and will continue in effect until terminated according to its terms.

**Hours of Service** - PPM and 7 X 24 are described in the Support Services Addendum.

**Payment** - Charges for Service are listed on the Support Services Schedule. Other services will be invoiced after the services are performed.

**Term** - The initial term for Service is 12 months unless otherwise listed on the Support Services Schedule.

## Section B. Description of Service Elements

**Software Support Ambassador** is a Unisys designated, remote support specialist that works closely with the Client's IT staff and serves as the single-point-of-contact for Service delivery within the Client Support Center. The Ambassador has thorough knowledge of the Client's specific hardware and software configuration, Product usage and operating environment.

**Initial On-site Technical Review Meeting** is performed by the Ambassador who will meet with Client representatives to obtain detailed technical environmental information required to support the Client's unique site profile. This Client-specific profile is maintained on Unisys internal systems and can be accessed by Unisys support personnel when delivering Service to the Client.

**Site Profile** includes: (a) Client-specific data files detailing the Client's environment and the responsibilities of key Client personnel; (b) supported software levels in use at the site; (c) non Unisys supported software and its interface with Unisys software; (d) key software Product interdependencies; (e) information on current problems and work-arounds; (f) information on upcoming upgrades or installations; (g) a

listing of Unisys personnel and their responsibilities; (h) hardware related information such as configurations, microcode levels, engineering release levels, and plateau levels; and (i) other information that may assist Unisys support personnel in the effective delivery of Service.

**Quarterly Reviews of Software Incidents Report** are telephone conference calls coordinated by the Ambassador to review the details contained in the latest quarterly status report. Discussion topics include: (a) software support calls and status; (b) open issues; and (c) resolution of software support service requests and problems reported via UCFs.

**Quarterly Reviews of Software Incidents at Client Location** are coordinated by the Unisys Ambassador. Meetings are held at the Client location each quarter to review the latest quarterly status report. Discussion topics include: (a) software support calls and status; (b) open issues; and (c) resolution of software support service requests and problems reported via UCFs.

**Electronic Client-specific Patch Notification** is provided to the Client via e-mail by the Ambassador to alert Client of critical patches that must be installed to maintain optimal performance of their enterprise servers. The Client is responsible for the installation of all patches.

**Remote Semi-annual System Healthcheck** is a report provided by Unisys that details the Ambassador's observations and recommendations relative to the Client's System performance and operational health. While not an in-depth or all-inclusive analysis, System Healthcheck reports are designed to: (a) proactively highlight potential problem areas warranting further evaluation; (b) provide remotely collected data on system load, memory, processor, network, and disk usage; and (c) SQL throughput and Exchange system load, when applicable.

**Monthly CSC Support Status Review Call** provides communication between Unisys and the Client regarding open activities or actions, upcoming planned events, plans for new software upgrades and migration (including a review of any known problems), and any additional topics.

**OS Upgrade Impact Planning Assistance** provides up to 10 hours of evaluation to: (a) assist Client in determining potential implication and potential benefits of an OS upgrade; (b) plan for new software Product installations; and (c) provide general information relating to the use and functionality of current and future levels of software.

**Critical Problem Management** is provided by the Ambassador to manage all Service related issues that are critical to Client performance. The hours of Critical Problem Management availability for each Service Level are described in Section C.

**Mission Critical Change Maintenance Service** provides certification feedback as validation that the Client is effectively managing their change control processes. It allows for remote monitoring of Datacenter partitions and alerting the Client when any partition software invalidates Datacenter certification. **Note:** This Service Element requires that Client profile be entered into the joint Unisys Microsoft readiness database for Mission Critical Support).

**Support Consulting** provides the Client with remote consulting services that can be used to obtain assistance from Unisys for technical issues related to Product usage and administrative/operational tasks. The hours of consulting services included in each Service Level are described in Section C.

**Section C. Service Level Descriptions**

The following is a description of the Service Elements included in each of the Service Levels. Refer to the Description of Service Elements for additional details. Individual Service Elements contained in a Service Level higher than contracted may be available at Client request subject to availability at then-current Unisys conditions and charges.

The individual contracted Service Level and charge (if applicable) is listed on the Support Services Schedule and described as follows:

Service Elements	Ambassador Services for Datacenter Service Level	Ambassador Services for Non-Datacenter Service Level
Software Support Ambassador	X	X
Initial On-site Technical Review Meeting	X	X
Site Profile	X	X
Quarterly Review of Software Incident Report	X	X
Electronic Client-specific Patch Notification	X	X
Remote Semi-annual System Healthcheck	X	N/A
Monthly CSC Status Review Call	X	X
OS Upgrade Impact Planning Assistance	X	X
Critical Problem Management (PPM or 24x7)	Same hours of coverage as the contracted Support Services Service Level	Same hours of coverage as the contracted Support Services Service Level
Mission Critical Change Maintenance Service (CMS)	X	N/A
Support Consulting	Additional Charge	20 Hours

**Section D. Other Services and Provisions**

The following describes Services that are incremental to those included in the selected Service Level. Such Services are available to Client for an additional charge and are identified on the Support Services Schedule.

- GTS201-HRS provides 20 hours of Support Consulting.
- GTS201-MTG provides Quarterly Reviews of Software Incidents at Client Location.

Ambassador Services for Datacenter is included in Support Services charges for the Microsoft Windows 2003 Server Datacenter Operating System platform. For all other system platforms, Ambassador Services for Non-Datacenter is optional and priced separately.

Charges for Support Services, Ambassador Services for Non-Datacenter and Other Services are listed on the Support Services Schedule.

This Addendum amends the agreement referenced above by the Agreement Number (the "Agreement"), and applies to: (a) all orders for Support Services accepted with this Addendum or subsequently accepted under the Agreement, and (b) existing orders for Support Services under the Agreement upon expiration of the then-current term. Only definitions, descriptions and levels of this Addendum will apply to these Services. The terms of this Addendum will control over any contradictions with terms of the Agreement. Except as defined in this Addendum, all capitalized terms shall have the meaning used in the Agreement.

## Section A. Definitions

**Principal Period of Maintenance ("PPM")** means 8:00 AM to 5:00 PM, Client's local time, Monday through Friday excluding Unisys designated holidays.

**7 X 24** means seven (7) days per week, twenty-four (24) hours per day including Unisys designated holidays.

**Next Business Day (NBD) Service** means Unisys will make every reasonable effort to respond to Client's request for on-site Support Services received during a PPM no later than the close of business of the next PPM.

**4 Hour Response (4HR)** means that if Client is located within a Primary Service City, Unisys will make every reasonable effort to respond to Client's requests for on-site Support Services within four (4) hours. Response is measured, during the Client's contracted hours of coverage, from the time that Unisys receives the request for service from Client until Unisys arrives at Client's site.

**2 Hour Response (2HR)** means that if Client is located within a Primary Service City, Unisys will make every reasonable effort to respond to the Client's request for on-site Support Services within two (2) hours. Response is measured from the time that Unisys receives the request for service from Client until Unisys arrives at Client's site.

**Off Hours** means all contracted hours of Support Services other than the PPM.

**Primary Service City** means an area which includes a 50-mile (80-kilometer in Canada) radius from the center of a Unisys designated Primary Service City. If Unisys moves its Primary Service City or Client relocates its site so that Client's site is no longer within a 50-mile (80-kilometer in Canada) radius from the center of a Unisys Primary Service City, Unisys reserves the right to adjust 2HR and 4HR or to change the contracted Service Level.

**Failed Unit** means a unit of equipment enrolled under Support Services, which is identified by Client as not in working order and deemed eligible by Unisys for exchange.

**Exchange Unit** means new, repaired, or previously used equipment in working order that Unisys conveys to Client as a replacement for a Failed Unit. The Failed Unit will become the property of Unisys upon Client's receipt of the Exchange Unit or, if later, upon receipt of the Failed Unit by Unisys. Client warrants that title to the Failed Unit and Unisys warrants that title to the Exchange Unit will be free and clear of all claims, liens, and encumbrances including security interests.

**Service Levels** mean various groupings of the Services Elements described in Section B.

**Installation Date** means the date Unisys completes installation (as determined by Unisys) or, if equipment or software is to be installed by the Client, the tenth day following shipment.

**Invoicing Options** means various billing intervals for services provided to Client. Unisys will bill Client for Support Services in advance on an annual basis. For Clients who have an invoice total of monthly charges greater than \$1,000 the Client may select as an option, quarterly billing. For Clients who have an invoice total of monthly charges greater than \$2,500, the Client may select, as an option, quarterly or monthly billing. Unisys will bill Clients using its standard invoicing formats. Custom invoicing options and formats and payment periods may be available from Unisys for an additional charge.

**Initial Term of Services** means that unless specified otherwise on the Schedule or in the Agreement, the Initial Term for Support Services will be twelve (12) months and will start on the later of the Installation Date of the applicable Products or the date Unisys accepts an order for Support Services ("Commencement Date of Service"). Except as specified in Section C of this Addendum, Products subsequently added to a system already enrolled under Support Services must be enrolled at the same Service Level as the system to which it is attached. Unless otherwise specified on the Schedule, the Initial Term of Support Services for Products subsequently enrolled under Support Services will end with the applicable term of Support Services for those previously enrolled Products and, for purposes of changes to Support Services charges, will be deemed to have the same anniversary of the Commencement Date of Services as those previously enrolled Products. Following the Initial Term, Support Services will continue on an annual renewal basis at Unisys then-current prices until terminated or canceled according to the terms of the Agreement. Unisys may increase Support Services charges on each anniversary of the Commencement Date of Service upon ninety (90) days prior written notice to Client.

Unisys may modify Service Elements, Service Plans or discontinue Support Services for Products upon at least ninety (90) days prior notice via written notification or posting by Unisys at its support website: [www.service.unisys.com](http://www.service.unisys.com). If Client does not want to continue receiving the Support Services under such changed terms, Client may end contracted Support Services by giving Unisys written notice no later than thirty (30) days prior to the end of this ninety (90) day period and Unisys will refund any unearned payments for the Support Services.

## Section B. Description of Service Elements

**Equipment On-Call Remedial Maintenance** includes on-site repair or Exchange Unit service of equipment, at Unisys option, if a problem remains unresolved after Client has utilized Support Center Services as prescribed. Replacements for certain failed components such as keyboards, mice, or other plug-in assemblies designated by Unisys may, at Unisys option, be shipped directly to Client for Client installation.

**Mail-In Service** allows Client, at its expense and risk, to ship a Failed Unit to the Unisys designated location. Within seven (7) business days of receipt, Unisys will, at its option, either repair the Failed Unit or give Client an Exchange Unit.

**Advance Exchange Service** allows Client to notify Unisys of a Failed Unit enrolled in Support Services. Upon notification, Unisys will ship an

Exchange Unit to the Client using a next day delivery service. Client will install the Exchange Unit and, at its expense and risk, ship the Failed Unit to Unisys within fourteen (14) days after Client's receipt of the Exchange Unit. Client agrees to pay Unisys an additional fee, as determined by Unisys, if Client fails to return Failed Unit within fourteen (14) days of Client's receipt of Exchange Unit. Advance Exchange Service is limited to selected equipment.

**Equipment Maintenance Parts** are parts required for Product repairs made by Unisys personnel. NBD, 2HR and 4HR do not apply to Parts availability.

**Essential Engineering Changes** are changes released by Unisys for safety purposes or changes Unisys determines are essential to the performance of equipment. Changes will be installed at a mutually acceptable time during

the applicable hours of contracted coverage. For non Unisys equipment, Unisys will install Essential Engineering Changes (a) based upon the availability of required materials at no cost to Unisys, and (b) at current hourly labor charges.

**Electronic Call Home Support** allows Unisys Support Centers to receive system data from Client and perform remote failure analysis. Client will supply the equipment, software, and communication facilities to use the Electronic Call Home Support capabilities of the Product as outlined in the Unisys product support plan. If Client does not permit Unisys to use Electronic Call Home Support as defined in the Product's support plan, Client agrees to pay additional charges for Support Services as determined by Unisys. Electronic Call Home Support is limited to selected products.

**Equipment Preventive Maintenance**, including the installation of engineering changes deemed appropriate by Unisys, will be performed at Client's location according to the manufacturer's recommendations at a mutually acceptable time during the applicable hours of contracted coverage.

**Support Center Service** provides assistance by electronic or voice communication during the PPM on operating the Products, identifying Product errors or malfunctions and advising on known detours, reporting software problems via a User Communication Form (UCF), and determining the need for on-call remedial service. Support Center Services during Off Hours consist of expediting response to network down and system emergencies. Some non Unisys Products are not eligible for this service. Certain software products may require Unisys Software Support Ambassador Service in order to receive Support Services. Unisys Software Support Ambassador Service is described in a separate document and is billed separately from Support Services.

**User Communication Service** provides for reporting of suspected Product errors or malfunctions or suggested new feature changes. Unisys will make

reasonable efforts to provide detours or corrections for Unisys Products or non Unisys Products if available to Unisys at no additional charge from the vendor. Client will install all error corrections. User Communication Service and UCF submissions are available only for Products for which Unisys is then currently providing development center support (also called engineering support).

**Software Maintenance Release Service** provides error corrections and maintenance releases that Unisys develops or provides for currently supported Software level(s). Unisys licenses these releases only for use on the designated computer system(s) under the applicable license agreement. Client will install all applicable error corrections and maintenance releases. Certain software products may require Unisys Subscription Service in order to receive Software Maintenance Release Service.

**Electronic Support Service** provides Client with access to an Internet web site to place Product service requests, to obtain information on known errors and corrections, and to receive information on Unisys products and services.

**Software On-Call Support** provides software support at the Client's site if Unisys determines that a Software Product problem remains unresolved and on-site assistance is required, after Client has used Support Center Services as prescribed. Desktop and selected non Unisys software Products are not eligible for Software On-Call Support.

**Systems Operations Review** provides an annual meeting, at a time mutually agreed to between Unisys and Client, to conduct a computer systems operation review. Client is responsible for scheduling the meeting. This service applies to systems designated by Unisys as enterprise servers or mainframes.

**Support Center Response Commitment** (available only during the PPM) provides electronic or voice response by Unisys to Client's declared emergencies no later than one (1) hour after receipt of Client's request for service at the Support Center designated by Unisys.

## Section C. Service Level Descriptions

The following describes the 6 Service Levels and the Service Elements included in each of the Service Levels. **Not all Service Elements and Service Levels are available for all Products. Refer to Descriptions of Service Elements for additional details.** Individual Service Elements contained in a higher Service Level than contracted are provided at Client request, as available, at then-current Unisys conditions and charges.

All hardware and software Products within a system configuration must be enrolled under the same Service Level except for desktop and network products and application software.

Service Elements	Service Levels – Hardware Support Services					
	1 Mail-In	2 Advanced Exchange	3 Standard PPM	4 Standard PPM	5 Business Critical 7X24	6 Business Critical 7X24
Equipment On-Call Remedial Maintenance Service			NBD	4HR	4HR	2HR
Mail-In Service	X					
Advance Exchange Service		X				
Equipment Maintenance Parts	X	X	X	X	X	X
Essential Engineering Changes	X	X	X	X	X	X
Electronic Call Home Support			X	X	X	X
Equipment Preventive Maintenance			X	X	X	X

Service Elements	Service Levels – Software Support Services					
	1	2	3	4	5	6
Support Center Service	X	X	X	X	X	X
User Communication Service	X	X	X	X	X	X
Software Maintenance Release Service	X	X	X	X	X	X
Electronic Support Service	X	X	X	X	X	X
Software On-Call Support (7/24)					X	X
Systems Operations Review					X	X
Support Center Response Commitment						X

## Section D. Desktop Support Services

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The additional Support Services terms and conditions listed in this Section D apply only to Desktop Equipment listed on the Support Services Schedule(s) for Desktop Equipment ("Desktop Schedule"). All Support Services Definitions and Descriptions included in Sections A, B and C of this Addendum shall apply to Equipment listed on the Desktop Schedule unless altered by this Section D.

For purposes of this Addendum, all references to Products shall include Equipment and all references to Schedule(s) shall include Desktop Schedule.

### Definitions

**Equipment** means the machines, including Personal Computers, Laptop Computers and printers identified on the Desktop Schedule or, if greater, the actual number of machines serviced by Unisys under this Agreement by model, type, and manufacturer.

**Personal Computer or PC**, unless otherwise defined on the Desktop Schedule, means a microcomputer with a configuration not to exceed: a single processor; a 17-inch CRT monitor; a standard keyboard; a standard mouse; business quality speakers; RAM; three feature boards (as determined by Unisys); a single optical disk drive (CD-ROM, DVD or a CD-RW); a floppy disk drive; and a single hard disk storage device.

**Laptop Computer** means a battery powered self-contained portable Personal Computer and does not include accessories such as a port replicator, a docking station, external monitor or keyboard.

**Restored** means that diagnostics used by Unisys for Support Services show that Equipment is in working order.

**Initial Term of Service** means that unless specified otherwise on the Desktop Schedule, the Initial Term of Support Services for Equipment will be three (3) years from the Commencement Date of Service.

**Quarterly Service Attentions** means the number of on-site service requests included in Support Services that Unisys responds to in each three (3) month period following the Commencement Date of Service. Quarterly Service Attentions may be pro rated to coincide with calendar quarters.

### Services Not Included in Support Services

Support Services do not include: (a) repair of failures due to manufacturer's design or other defects; (b) repair of failures due to abuse, accidents, neglect, or improper use, including damage to LCD screens or other Laptop Computer components; (c) repair of failures due to external factors (including failure or fluctuation of electrical power or air conditioning, fire, or flood); (d) repair of failures due to excessive use, wear, and tear, which is in excess of manufacturer's recommended duty cycle; (e) refurbishment including restorations due to obsolescence (when parts for Equipment are not readily available on commercially reasonable terms) or end of life cycle failures including phosphorus "burn in" or "low intensity" characteristics of monitors; (f) repair of machines not identified as Equipment; (g) the loading of software, software configurations or any data files; and (h) the backup of any data files.

If Unisys determines Equipment requires refurbishment rather than repair, Unisys will notify Client and remove the Equipment from Support Services. Client may ask Unisys to do the refurbishment on an hourly billable service basis and Unisys may provide refurbishment of Equipment subject to the availability of parts, manufacturer's support, and trained personnel.

### Charges

Charges for Desktop Support Services include the charges described on the Desktop Schedule for the Equipment and all other charges or changes to charges determined according to the Addendum.

If Unisys charges its then-current service warranty rates for non Unisys Equipment and Client fails to provide Unisys accurate warranty entitlement documentation, acceptable to the equipment manufacturer, or if Unisys is unable to obtain warranty reimbursement from the equipment manufacturer, Unisys shall change the service warranty charges for the affected Equipment to its then-current Support Services charges effective as of the Commencement Date of Service.

Service attentions, which exceed the Quarterly Service Attentions identified on the Desktop Schedule, are subject to an additional charge and will be billed to the Client at the Per Attention Support Service Rate identified on the Desktop Schedule. If the total number of quarterly service attentions responded to by Unisys is less than 90% of the Quarterly Service Attentions identified on the Desktop Schedule, Unisys may change the Equipment Quantity, Style or Description; Monthly Support Services charges; Quarterly Service Attentions and Per Attention Support Services Rate identified on the Desktop Schedule for the remainder of the Term.

Unisys may conduct inventories of Equipment serviced under the Agreement. The results of these inventories may be used by Unisys to provide service and may be available to Client for an additional charge. If the manufacturer's model and style number(s) or quantities serviced under the Agreement, or both, are not described on the Desktop Schedule or, if the Equipment description is different from the Equipment information on the Desktop Schedule, Unisys shall initially bill Client (and Client shall pay) the charges according to the Desktop Schedule and Unisys may: (a) change the Desktop Schedule to conform the Equipment Quantity, Style or Description information to the actual Equipment being serviced; (b) delete any generically described items that Unisys does not customarily and routinely service; and (c) change the relevant Monthly Support Services charges, Quarterly Service Attentions, and Per Attention Support Services Rate identified on the Desktop Schedule, including changes to previously billed charges, for the remainder of the Term.

Unisys may charge Client time and material rates for service on Equipment that is not identified by the manufacturer's style and model number on the Desktop Schedule or for service on enrolled Equipment that is outside the scope of the contracted services.

### Service Level Response

From the Commencement Date of Service up to and including a period of ninety (90) days following the Client's submission of all Equipment information Unisys requires for Support Services, Unisys will make every reasonable effort to provide Support Services as described in the Agreement but Client acknowledges that some Support Services may be delayed and call response time periods will not apply during such periods.

All responses to service requests for Equipment apply only to Unisys Equipment designated Tier One (1). There is no commitment for response to service requests for Equipment that is not designated as Unisys Tier One (1).

The response to service requests for Equipment described in the Agreement will be achieved in no less than 85% of the occurrences where a Unisys Customer Service Representative is dispatched.

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

This Contract is made by and between the State of Ohio, Department of Administrative Services, located 30 East Broad Street, 40th Floor, Columbus, Ohio, 43215 ("Customer"), and Unisys Corporation ("Contractor"), located at Township Line and Union Meeting Roads, Blue Bell, PA 1942.

This Contract establishes terms and conditions under which a State agency (including any board, instrumentality or other political body of the State) may acquire the Contractor's support services ("Support Services") described herein. This Contract may also be relied on by Ohio political subdivisions, including Ohio cities and counties ("Political Subdivisions"). As used herein, the term "Customer" refers to the State where the ordering entity is any agency of the State, or the local Political Subdivision, whichever entity is listed in the applicable Support Services Schedule, a sample of which is attached hereto and incorporated herein as Attachment A. 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 will look solely to the Political Subdivision's performance, including but not limited to payment, and will 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 on behalf of a Political Subdivision 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 where the Contractor reasonably believes that the Political Subdivision is or will be unable to perform its obligations in relation to that order.

Contractor agrees to provide the remedial and preventative maintenance (also referred to herein as "Services", "Support Services" or "Maintenance") described in this Master Maintenance Agreement (the "Contract") for the equipment listed on any attached Support Services Schedule (the "Equipment") accompanying an order accepted by Contractor from the Customer.

**1. TERM**

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

**2. DESCRIPTION OF MAINTENANCE**

Except as otherwise provided in this Contract, the maintenance under this Contract will consist of the following basic services as further described in the Support Services Addendum attached hereto and incorporated herein as Attachment B:

- A. Equipment Remedial Maintenance Calls: During the regular business hours of 8:00 a.m. to 5:00 p.m. or such other Service Availability Period specified in the Support Services Schedule, when requested by Customer, remedial maintenance service will be done as promptly as practicable to correct malfunctions of the Equipment and to make repairs necessary to restore the Equipment to good operating condition, including the replacement of unserviceable parts. At other times, subject to the availability of Contractor personnel, and when requested by Customer, emergency remedial service will be rendered as promptly as practicable at the then-current hourly rates of Contractor. The Service Availability Period is the specific time and days during which the Customer may notify Contractor that Equipment is inoperative and during which Contractor will perform the contracted Support Services, which is based upon the service level ("Service Level") selected in the Support Services Schedule. Specific Service Levels are described in Attachment B.

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

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

Although the parties separate Software Master Maintenance Contract sets forth the terms for the maintenance and support of Software, orders for Equipment and Software Maintenance, when relating to support for a particular system configuration, shall be made on the same Support Services Schedule/order. Additionally, all hardware and software products within a system configuration must be enrolled under the same Service Level specified on the applicable Support Schedule.

3. **LIMITATIONS AND EXCLUSIONS:**

Maintenance under this Contract will not include:

- A. Furnishing ribbons, tapes, platens, power rolls, type elements or other accessories, supplies or consumable items;
- B. Making specification changes;
- C. Performing services connected with relocation of the Equipment;
- D. Adding or removing accessories, attachments or other devices or altering the Equipment;
- E. Repairing damage or malfunctions or replacing of parts necessitated by:
- (i) Intentional abuse or negligence of Customer;
  - (ii) Use of operating supplies or other consumable items not meeting the Equipment manufacturer's specifications;
  - (iii) Improper, excessive, extraordinary or abnormal operation of the Equipment;
  - (iv) Acts of third parties;
  - (v) Alteration of the Equipment by Customer or a third party;
  - (vi) Malfunction of parts not furnished by the Equipment manufacturer unless Contractor furnished such parts under this Contract;
  - (vii) Installation or attachment to the Equipment of parts or equipment not furnished or approved by the Equipment manufacturer unless such parts or Equipment were furnished by Contractor under this Contract;
  - (viii) Failure of Customer to provide a suitable environment for the Equipment; or
  - (ix) Design, manufacture, materials and workmanship related to non Unisys products and services or product(s) for which Contractor has discontinued engineering support
- F. Providing electrical work external to any Equipment,
- G. Repairing damage due to floods, fires, loss of air conditioning, electrical shortages or other casualty, unless such damage resulted from Contractor's negligence or failure to perform under the Contract,
- H. Performing services with respect to equipment that is not a part of the Equipment,
- I. Painting or refinishing the Equipment or furnishing material for such, or

- J. Reconditioning the Equipment, except as provided in Section 34 below.

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

4. **RESPONSIBILITIES OF CUSTOMER**

- A. Customer will provide Contractor's personnel reasonable access at agreed times during the contracted hours of coverage to the Equipment to perform maintenance services (including preventive maintenance). Customer will also provide adequate working space and facilities, including heat, light, ventilation, electric current and outlets and the like for use by Contractor personnel. All such facilities will be within a reasonable distance from the Equipment to be serviced and will be provided at no charge to Contractor.
- B. Customer will not perform, attempt to perform, nor cause to be performed, maintenance or repair to the Equipment during the term of this Contract except simple daily or weekly preventive maintenance on the Equipment as allowed or reasonably required by Contractor. Contractor, at Customer's request, will maintain the service reports issued by Contractor. Customer, at its own expense, will establish and maintain an environment consistent with the specifications furnished by Contractor for the Equipment.
- C. Customer must give Contractor prior written notice of any proposed changes (including alterations or attachments to equipment, software, components, boards and subassemblies) to the Hardware covered by a Contractor warranty or Support Services plan. Contractor has no obligation to provide maintenance Support Services for any changed product.
- D. Customer will (i) follow Contractor's procedures and instructions for operation maintenance and obtaining services; (ii) provide a memory dump and additional data in machine readable form if requested and back up all data; (iii) reproduce suspected errors or malfunctions in Hardware; and (iv) install available Updates (error corrections and maintenance releases) authorized by the manufacturer on a current basis.

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 the applicable Support Services Schedule) during the term hereof for the unit amount for the Equipment in the Support Services Schedule. If the Commencement Date does not fall on the first day of the month, the amount of the first payment will be prorated based on the number of service days remaining in that month. As used in this section, "Commencement Date" means the effective date of the start of the ordered Support Services in the applicable Support Services Schedule. Notwithstanding the above, any non-repetitive, hourly, or use charges, if applicable, will be invoiced only as Customer incurs those charges.
- B. Payments under this Contract will be due on the 30<sup>th</sup> 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. As applicable, for non-repetitive charges, the date the service is delivered in accordance with the terms of this Contract. In the event a non-repetitive service for Equipment enrolled under Support Services hereunder is not performed in accordance with the contracted services and must be re-performed, Customer shall have no obligation to pay for the re-performance of the services
- C. The date of the warrant issued in payment will be considered the date payment is made.

6. **CONTRACTOR QUARTERLY SALES REPORT**

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

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

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

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

Department of Administrative Services  
IT Governance Division  
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 unless a different date is approved by the State. The revenue share equals .0075 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 Master Maintenance Agreement 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 or other State approved date, 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. **CONTRACTOR'S WARRANTY AGAINST AN UNRESOLVED FINDING FOR RECOVERY** Contractor warrants that it is not subject to an unresolved finding for recovery under ORC 9.24. If the warranty is deemed to be false on the date the parties sign this Contract, this Contract is void *ab initio*.

9. **GENERAL WARRANTIES**

- A. Contractor warrants that it will have good title to, and the right to ship, deliver and install any and all parts supplied by Contractor under this Contract. Contractor further warrants that all such parts, will be delivered and installed in good operating condition, free from any defect and free from any security interest or other lien or encumbrance or the like. Contractor warrants that all parts shall be new or warranted as new and merchantable and fit for their intended use (meaning such parts will be capable of performing the same function as the part it replaces when used in accordance with applicable manufacturer's specifications). Where installed by Contractor, Contractor further warrants that all such parts will be installed in a workmanlike manner. Contractor warrants that trained, qualified maintenance personnel will perform all Maintenance Services in a professional and workmanlike manner. By payment of the first amount due under this Contract, Customer represents that it has inspected the Equipment and found it to be in good operating condition as of the Commencement Date of this Contract.
- B. If Contractor breaches any obligation under this Contract, or if Contractor's Support Services or the replacement parts supplied hereunder fail to comply with these warranties the Contractor shall make all necessary adjustments, repairs and replacements to the Equipment in accordance with the terms of this Contract and replace any parts installed that are defective. The Contractor will remain liable for any damages and claims based on breach of these warranties subject to the limitation of liability provisions of this Contract.
- C. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION CONTRACTOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT TO THE PRODUCTS AND SERVICES SUPPLIED HEREUNDER.

10. **INTEREST ON OVERDUE PAYMENTS**

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

11. **INVOICE REQUIREMENTS**

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

- A. Name and address of business concern as designated in this Contract.
- B. Federal Tax Identification Number of Contractor as designated in this Contract.
- C. Invoice remittance address as designated in this Contract.
- D. The purchase order number authorizing the delivery of equipment, materials, supplies or services.
- E. Description including time period, and serial number, when applicable, unit price, quantity and total price of equipment, materials, supplies or services actually delivered or rendered as specified in the purchase order. If the invoice is for lease purchase, the payment number, e.g., 1 of 36 shall also be indicated.

12. **IMPROPER INVOICES**

An invoice will be considered "improper" if it contains an error attributable to or caused by Contractor or does not comply with Section 11, above. If an invoice contains a defect, impropriety or is not a proper invoice, as defined in this section, a written notification and the improper invoice will be sent to Contractor at the address designated for receipt of purchase orders within fifteen (15) calendar days after receipt of the invoice. The notice will contain a description of the defect or impropriety and any additional information necessary to correct the defect or impropriety. If this notice has been sent, the required payment date will be thirty (30) days after receipt of a proper invoice or product acceptance whichever is later.

13. **NON-APPROPRIATION OF FUNDS**

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

14. **OBM CERTIFICATION**

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

15. **NOTIFICATION OF PRICE INCREASE**

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

16. **INDEMNITY**

The Contractor will indemnify the State against all claims for damages or expense resulting from bodily injury to any person (including injury resulting in death) or damage to tangible, personal property (not including lost data) 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 and occurs without negligence on the part of the State or any of its employees. The Contractor will also defend and indemnify the State against any claim of infringement of a U.S. copyright or an existing U.S. patent, trademark or trade secret based on the State's proper use of any Deliverable (i.e. replacement parts or replacement Equipment) under this Contract. Contractor will indemnify the State against final judgments entered in such a suit by a court of competent jurisdiction and against settlements arising out of such a claim, provided that the State notifies Unisys promptly in writing of the claim or threat thereof and upon consultation with the office of the State's Attorney General gives Unisys authority for, the defense and settlement thereof and provides Unisys with the necessary information and assistance relating to the claim. Customer shall have the right to participate in the defense of any such claim, but may do so at its own expense and Unisys shall have the sole responsibility with respect to any such claim.

This obligation of indemnification will not apply and Contractor will have no liability 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 Product supplied hereunder with equipment, devices, or software not supplied by Contractor (this exclusion shall not limit Unisys obligation under this indemnity with respect to third party infringement claims based solely on the Product itself); or Unisys compliance with the State's designs, specifications or instructions. Any request to modify Unisys Products in compliance with the State's design, specifications, or instructions shall be pursuant to a written statement of work signed by both parties and subject to this agreement between the parties. Notwithstanding any other provisions hereof, Contractor shall not be liable for any claim based on State's use of the Products as shipped after Unisys has informed the State of modifications or changes in the

Products required to avoid such claims and offered to implement those modifications or changes, if such claim would have been avoided by implementation of Unisys suggestions.

If a successful claim of infringement is made, or 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:

- (a) Modify the Deliverable so that it is no longer infringing,
- (b) Replace the Deliverable with an equivalent or better item so that it becomes non-infringing
- (c) Acquire the right for the State to use the infringing deliverable as it was intended for the State to use under this Contract; or
- (d) Neither of the foregoing alternatives is reasonably available, immediately remove the Deliverable and refund the fee the State paid for the Deliverable and the fee originally paid to Unisys for any other Deliverable that requires the availability of the infringing Deliverable for it to be useful to the State, as depreciated or amortized by an equal annual amount over the lifetime of the Products as established by Unisys.

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 UNISYS AND ITS SUPPLIERS WITH RESPECT TO INFRINGEMENT OF PROPRIETARY RIGHTS AND UNISYS DISCLAIMS, ALL WARRANTIES OF NON-INFRINGEMENT WITH RESPECT TO THE PRODUCTS.

17. **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 to use Confidential Information solely to perform under this Contract and shall disclose such Confidential Information only to (a) its authorized employees who are involved in the use of the Confidential Information in accordance with the terms of this Contract and (b) its authorized consultants 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 .

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 promptly upon receipt of it so the Disclosing Party may seek a protective order and (b) if prompt notice cannot be so given, 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 and disclose the Confidential Information only to the extent so ordered. 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 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.

**18. 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. THE LIMITATION IN PARAGRAPH 3 DOES NOT APPLY TO LIABILITY ARISING FROM THIRD PARTY CLAIMS OR THE SECTIONS IN THIS DOCUMENT WHERE THE SECTIONS EXPRESSLY PROVIDES A RIGHT TO PARTICULAR DAMAGES SUCH AS INDEMNITY.
2. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF THE PARTIES HAVE BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGE.
3. THE CONTRACTOR SHALL REMAIN LIABLE FOR ALL DIRECT DAMAGES DUE TO THE CONTRACTOR'S FAULT OR NEGLIGENCE UP TO (3) THREE TIMES THE COST OF THE PRODUCT/SERVICES OR (\$8,000,000.) EIGHT MILLION DOLLARS WHICHEVER IS GREATER.

**19. DELIVERIES**

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

**20. HEADINGS**

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

**21. ASSINGMENT**

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

**22. GOVERNING LAW**

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

**23. TAXES**

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

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

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

25. **ENTIRE CONTRACT**

This contract document (including the attachments expressly incorporated herein) contains the entire agreement between Contractor and Customer relating to maintenance service on the Equipment as of the Commencement Date of this Contract, and supersedes any other prior related proposals, agreements or communications, written or oral.

26. **NOTICES**

All notices, requests and other communications pursuant to this Contract will, unless otherwise provided herein, be in writing and will be deemed to have been duly given on the date of service, if served personally or 3 days after mailing, if mailed by first class mail, postage prepaid, to the addresses of the parties set forth on the attached Support Services Schedule. Any notice to Contractor pursuant to the indemnification provisions of this Contract or pursuant to Section 34, termination shall be provided to: Unisys Corporation, Office of the General Counsel, Unisys Way Blue Bell, PA. 19424.

27. **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.

28. **EQUAL EMPLOYMENT OPPORTUNITY**

- A. In carrying out this Contract, Contractor may not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, disability, age or Vietnam-era veteran status ("Protected Status"). Contractor will ensure that applicants are hired and that employees are treated during employment without regard to their Protected Status.
- B. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Contract complies with all applicable Federal and state non-discrimination laws. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their Protected Status. Contractor will incorporate the requirements of this Section in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

29. **DRUG FREE WORKPLACE**

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

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

- A. Contractor by signature on this Contract certifies, to the best of its knowledge and belief, that Contractor is currently in compliance and will continue to adhere to the requirements of the Ohio ethics law in Sections 102.03 and 102.04 of the Code.
- B. The Contractor affirms, to the best of its knowledge and belief, 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.

31. **EQUIPMENT LOCATION**

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

32. **RETAINED OWNERSHIP**

Contractor will retain title to all replacement parts and equipment provided by it until such are incorporated into the Equipment, at which time title will pass to the Customer. Contractor will retain title to all tools and all diagnostic, computer program media it uses. In addition, all Contractor test, diagnostic, and verification information and routines (on media owned by Contractor or Customer), maintenance equipment and maintenance materials, information and documentation that are treated as proprietary and confidential by Contractor will be so treated by Customer, and such proprietary and confidential items, whether on the premises of Customer, or accessible by remote inquiry, will remain the property of Contractor and may be removed, or usage thereof discontinued, as applicable, by Contractor at any time, or Customer will destroy the same on written request from Contractor. Customer agrees to treat and protect such proprietary and confidential items in a manner consistent with the maintenance of trade secret rights and to take appropriate action by instruction or Contract with its employees who are permitted access to confidential items. Contractor makes certain maintenance materials, tools and test equipment available to its customers for their internal use. If, at the expiration of this Contract, Customer would require any such items for the continued support of the Equipment, Unisys would agree to license or sell any such maintenance materials and tools, or sell such test Equipment that it generally makes available to its customers in accordance with Contractor's then current terms, policies and charges, if applicable.

33. **ADDITIONAL EQUIPMENT AND REMOVAL OF EQUIPMENT**

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

34. **RECONDITIONING**

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

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

**TO SHOW THEIR AGREEMENT**, the parties have executed this Contract. This Contract becomes effective either on the 1st day of July 2004, 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:

ACCEPTED BY:

CONTRACTOR

THE STATE OF OHIO,  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
30 EAST BROAD STREET, 40<sup>th</sup> Floor  
COLUMBUS, OHIO. 43215

Lara C. Novino  
Signature

C. Scott Johnson, III  
Signature

Lara C. Novino  
Printed Name/Title  
**Unisys Contracts Manager**

C. Scott Johnson  
Director

Date (215) 986 6614

4/7/04  
Date

E-Mail Address lra.novino@unisys.com

Contractor Tax ID Number: 380387840

**ATTACHMENT A**  
**See Attached Support Services Schedule**





# Support Services Schedule for Desktop Equipment

Agreement Number

Equipment Location \_\_\_\_\_

Bill To Location \_\_\_\_\_

Service Level

- (1) Mail-In
- (2) Advanced Exchange
- (3) Standard NBD
- (4) Standard 4HR
- (5) Business Critical 4HR
- (6) Business Critical 2HR

Administrator \_\_\_\_\_ Telephone number \_\_\_\_\_

Administrator \_\_\_\_\_ Telephone number \_\_\_\_\_

Initial Term  3 Years  Other: \_\_\_\_\_ Years Annual rate increase cap (3-year initial term or longer)

Billing Period  Annual  Other: \_\_\_\_\_ Support Services Commencement Date

Quarterly Services Attentions included in Support Services \_\_\_\_\_ Per Attention Support Services Rate \$ \_\_\_\_\_

### List of Equipment Applicable to this Agreement

Service Style Level	Description (Include vendor name and model if non Unisys product)	Quantity	Monthly Service Warranty Upgrade			Monthly Support Services	
			Period	Unit charge	Total charge	Unit charge	Total charge

### Charges

If Client is ordering Support Services for equipment which has a Monthly Service Warranty Upgrade Period ("Period"), the following applies. This Period is the number of months, if any, indicated for each item of equipment commencing on the item's Installation Date. During any portion of this Period in which the ordered Support Services are in effect for the equipment, the then-applicable Monthly Service Warranty Upgrade charge will apply instead of the Monthly Support Services charge.

Page subtotal - Upgrade charges \$	Page subtotal - Monthly charges \$
Total upgrade charges \$	Total monthly charges \$
Other \$	Other \$
Upgrade Grand Total \$	Grand Total \$

**ATTACHMENT B**  
**See Attached Support Services Addendum**

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This Addendum amends the agreement referenced above by the Agreement Number (the "Agreement"), and applies to: (a) all orders for Support Services accepted with this Addendum or subsequently accepted under the Agreement, and (b) existing orders for Support Services under the Agreement upon expiration of the then-current term. Only definitions, descriptions and levels of this Addendum will apply to these Services. The terms of this Addendum will control over any contradictions with terms of the Agreement. Except as defined in this Addendum, all capitalized terms shall have the meaning used in the Agreement.

## Section A. Definitions

**Principal Period of Maintenance ("PPM")** means 8:00 AM to 5:00 PM, Client's local time, Monday through Friday excluding Unisys designated holidays.

**7 X 24** means seven (7) days per week, twenty-four (24) hours per day including Unisys designated holidays.

**Next Business Day (NBD) Service** means Unisys will make every reasonable effort to respond to Client's request for on-site Support Services received during a PPM no later than the close of business of the next PPM.

**4 Hour Response (4HR)** means that if Client is located within a Primary Service City, Unisys will make every reasonable effort to respond to Client's requests for on-site Support Services within four (4) hours. Response is measured, during the Client's contracted hours of coverage, from the time that Unisys receives the request for service from Client until Unisys arrives at Client's site.

**2 Hour Response (2HR)** means that if Client is located within a Primary Service City, Unisys will make every reasonable effort to respond to the Client's request for on-site Support Services within two (2) hours. Response is measured from the time that Unisys receives the request for service from Client until Unisys arrives at Client's site.

**Off Hours** means all contracted hours of Support Services other than the PPM.

**Primary Service City** means an area which includes a 50-mile (80-kilometer in Canada) radius from the center of a Unisys designated Primary Service City. If Unisys moves its Primary Service City or Client relocates its site so that Client's site is no longer within a 50-mile (80-kilometer in Canada) radius from the center of a Unisys Primary Service City, Unisys reserves the right to adjust 2HR and 4HR or to change the contracted Service Level.

**Failed Unit** means a unit of equipment enrolled under Support Services, which is identified by Client as not in working order and deemed eligible by Unisys for exchange.

**Exchange Unit** means new, repaired, or previously used equipment in working order that Unisys conveys to Client as a replacement for a Failed Unit. The Failed Unit will become the property of Unisys upon Client's receipt of the Exchange Unit or, if later, upon receipt of the Failed Unit by Unisys. Client warrants that title to the Failed Unit and Unisys warrants that title to the Exchange Unit will be free and clear of all claims, liens, and encumbrances including security interests.

**Service Levels** mean various groupings of the Services Elements described in Section B.

**Installation Date** means the date Unisys completes installation (as determined by Unisys) or, if equipment or software is to be installed by the Client, the tenth day following shipment.

**Invoicing Options** means various billing intervals for services provided to Client. Unisys will bill Client for Support Services in advance on an annual basis. For Clients who have an invoice total of monthly charges greater than \$1,000 the Client may select as an option, quarterly billing. For Clients who have an invoice total of monthly charges greater than \$2,500, the Client may select, as an option, quarterly or monthly billing. Unisys will bill Clients using its standard invoicing formats. Custom invoicing options and formats and payment periods may be available from Unisys for an additional charge.

**Initial Term of Services** means that unless specified otherwise on the Schedule or in the Agreement, the Initial Term for Support Services will be twelve (12) months and will start on the later of the Installation Date of the applicable Products or the date Unisys accepts an order for Support Services ("Commencement Date of Service"). Except as specified in Section C of this Addendum, Products subsequently added to a system already enrolled under Support Services must be enrolled at the same Service Level as the system to which it is attached. Unless otherwise specified on the Schedule, the Initial Term of Support Services for Products subsequently enrolled under Support Services will end with the applicable term of Support Services for those previously enrolled Products and, for purposes of changes to Support Services charges, will be deemed to have the same anniversary of the Commencement Date of Services as those previously enrolled Products. Following the Initial Term, Support Services will continue on an annual renewal basis at Unisys then-current prices until terminated or canceled according to the terms of the Agreement. Unisys may increase Support Services charges on each anniversary of the Commencement Date of Service upon ninety (90) days prior written notice to Client.

Unisys may modify Service Elements, Service Plans or discontinue Support Services for Products upon at least ninety (90) days prior notice via written notification or posting by Unisys at its support website: [www.service.unisys.com](http://www.service.unisys.com). If Client does not want to continue receiving the Support Services under such changed terms, Client may end contracted Support Services by giving Unisys written notice no later than thirty (30) days prior to the end of this ninety (90) day period and Unisys will refund any unearned payments for the Support Services.

## Section B. Description of Service Elements

**Equipment On-Call Remedial Maintenance** includes on-site repair or Exchange Unit service of equipment, at Unisys option, if a problem remains unresolved after Client has utilized Support Center Services as prescribed. Replacements for certain failed components such as keyboards, mice, or other plug-in assemblies designated by Unisys may, at Unisys option, be shipped directly to Client for Client installation.

**Mail-In Service** allows Client, at its expense and risk, to ship a Failed Unit to the Unisys designated location. Within seven (7) business days of receipt, Unisys will, at its option, either repair the Failed Unit or give Client an Exchange Unit.

**Advance Exchange Service** allows Client to notify Unisys of a Failed Unit enrolled in Support Services. Upon notification, Unisys will ship an

Exchange Unit to the Client using a next day delivery service. Client will install the Exchange Unit and, at its expense and risk, ship the Failed Unit to Unisys within fourteen (14) days after Client's receipt of the Exchange Unit. Client agrees to pay Unisys an additional fee, as determined by Unisys, if Client fails to return Failed Unit within fourteen (14) days of Client's receipt of Exchange Unit. Advance Exchange Service is limited to selected equipment.

**Equipment Maintenance Parts** are parts required for Product repairs made by Unisys personnel. NBD, 2HR and 4HR do not apply to Parts availability.

**Essential Engineering Changes** are changes released by Unisys for safety purposes or changes Unisys determines are essential to the performance of equipment. Changes will be installed at a mutually acceptable time during

the applicable hours of contracted coverage. For non Unisys equipment, Unisys will install Essential Engineering Changes (a) based upon the availability of required materials at no cost to Unisys, and (b) at current hourly labor charges.

**Electronic Call Home Support** allows Unisys Support Centers to receive system data from Client and perform remote failure analysis. Client will supply the equipment, software, and communication facilities to use the Electronic Call Home Support capabilities of the Product as outlined in the Unisys product support plan. If Client does not permit Unisys to use Electronic Call Home Support as defined in the Product's support plan, Client agrees to pay additional charges for Support Services as determined by Unisys. Electronic Call Home Support is limited to selected products.

**Equipment Preventive Maintenance**, including the installation of engineering changes deemed appropriate by Unisys, will be performed at Client's location according to the manufacturer's recommendations at a mutually acceptable time during the applicable hours of contracted coverage.

**Support Center Service** provides assistance by electronic or voice communication during the PPM on operating the Products, identifying Product errors or malfunctions and advising on known detours, reporting software problems via a User Communication Form (UCF), and determining the need for on-call remedial service. Support Center Services during Off Hours consist of expediting response to network down and system emergencies. Some non Unisys Products are not eligible for this service. Certain software products may require Unisys Software Support Ambassador Service in order to receive Support Services. Unisys Software Support Ambassador Service is described in a separate document and is billed separately from Support Services.

**User Communication Service** provides for reporting of suspected Product errors or malfunctions or suggested new feature changes. Unisys will make

reasonable efforts to provide detours or corrections for Unisys Products or non Unisys Products if available to Unisys at no additional charge from the vendor. Client will install all error corrections. User Communication Service and UCF submissions are available only for Products for which Unisys is then currently providing development center support (also called engineering support).

**Software Maintenance Release Service** provides error corrections and maintenance releases that Unisys develops or provides for currently supported Software level(s). Unisys licenses these releases only for use on the designated computer system(s) under the applicable license agreement. Client will install all applicable error corrections and maintenance releases. Certain software products may require Unisys Subscription Service in order to receive Software Maintenance Release Service.

**Electronic Support Service** provides Client with access to an Internet web site to place Product service requests, to obtain information on known errors and corrections, and to receive information on Unisys products and services.

**Software On-Call Support** provides software support at the Client's site if Unisys determines that a Software Product problem remains unresolved and on-site assistance is required, after Client has used Support Center Services as prescribed. Desktop and selected non Unisys software Products are not eligible for Software On-Call Support.

**Systems Operations Review** provides an annual meeting, at a time mutually agreed to between Unisys and Client, to conduct a computer systems operation review. Client is responsible for scheduling the meeting. This service applies to systems designated by Unisys as enterprise servers or mainframes.

**Support Center Response Commitment** (available only during the PPM) provides electronic or voice response by Unisys to Client's declared emergencies no later than one (1) hour after receipt of Client's request for service at the Support Center designated by Unisys.

## Section C. Service Level Descriptions

The following describes the 6 Service Levels and the Service Elements included in each of the Service Levels. **Not all Service Elements and Service Levels are available for all Products. Refer to Descriptions of Service Elements for additional details.** Individual Service Elements contained in a higher Service Level than contracted are provided at Client request, as available, at then-current Unisys conditions and charges.

All hardware and software Products within a system configuration must be enrolled under the same Service Level except for desktop and network products and application software.

Service Elements	Service Levels – Hardware Support Services					
	1 Mail-In	2 Advanced Exchange	3 Standard PPM	4 Standard PPM	5 Business Critical 7X24	6 Business Critical 7X24
Equipment On-Call Remedial Maintenance Service			NBD	4HR	4HR	2HR
Mail-In Service	X					
Advance Exchange Service		X				
Equipment Maintenance Parts	X	X	X	X	X	X
Essential Engineering Changes	X	X	X	X	X	X
Electronic Call Home Support			X	X	X	X
Equipment Preventive Maintenance			X	X	X	X

Service Elements	Service Levels – Software Support Services					
	1	2	3	4	5	6
Support Center Service	X	X	X	X	X	X
User Communication Service	X	X	X	X	X	X
Software Maintenance Release Service	X	X	X	X	X	X
Electronic Support Service	X	X	X	X	X	X
Software On-Call Support (7/24)					X	X
Systems Operations Review					X	X
Support Center Response Commitment						X

## Section D. Desktop Support Services

The additional Support Services terms and conditions listed in this Section D apply only to Desktop Equipment listed on the Support Services Schedule(s) for Desktop Equipment ("Desktop Schedule"). All Support Services Definitions and Descriptions included in Sections A, B and C of this Addendum shall apply to Equipment listed on the Desktop Schedule unless altered by this Section D.

For purposes of this Addendum, all references to Products shall include Equipment and all references to Schedule(s) shall include Desktop Schedule.

### Definitions

**Equipment** means the machines, including Personal Computers, Laptop Computers and printers identified on the Desktop Schedule or, if greater, the actual number of machines serviced by Unisys under this Agreement by model, type, and manufacturer.

**Personal Computer or PC**, unless otherwise defined on the Desktop Schedule, means a microcomputer with a configuration not to exceed: a single processor; a 17-inch CRT monitor; a standard keyboard; a standard mouse; business quality speakers; RAM; three feature boards (as determined by Unisys); a single optical disk drive (CD-ROM, DVD or a CD-RW); a floppy disk drive; and a single hard disk storage device.

**Laptop Computer** means a battery powered self-contained portable Personal Computer and does not include accessories such as a port replicator, a docking station, external monitor or keyboard.

**Restored** means that diagnostics used by Unisys for Support Services show that Equipment is in working order.

**Initial Term of Service** means that unless specified otherwise on the Desktop Schedule, the Initial Term of Support Services for Equipment will be three (3) years from the Commencement Date of Service.

**Quarterly Service Attentions** means the number of on-site service requests included in Support Services that Unisys responds to in each three (3) month period following the Commencement Date of Service. Quarterly Service Attentions may be pro rated to coincide with calendar quarters.

### Services Not Included in Support Services

Support Services do not include: (a) repair of failures due to manufacturer's design or other defects; (b) repair of failures due to abuse, accidents, neglect, or improper use, including damage to LCD screens or other Laptop Computer components; (c) repair of failures due to external factors (including failure or fluctuation of electrical power or air conditioning, fire, or flood); (d) repair of failures due to excessive use, wear, and tear, which is in excess of manufacturer's recommended duty cycle; (e) refurbishment including restorations due to obsolescence (when parts for Equipment are not readily available on commercially reasonable terms) or end of life cycle failures including phosphorus "burn in" or "low intensity" characteristics of monitors; (f) repair of machines not identified as Equipment; (g) the loading of software, software configurations or any data files; and (h) the backup of any data files.

If Unisys determines Equipment requires refurbishment rather than repair, Unisys will notify Client and remove the Equipment from Support Services. Client may ask Unisys to do the refurbishment on an hourly billable service basis and Unisys may provide refurbishment of Equipment subject to the availability of parts, manufacturer's support, and trained personnel.

### Charges

Charges for Desktop Support Services include the charges described on the Desktop Schedule for the Equipment and all other charges or changes to charges determined according to the Addendum.

If Unisys charges its then-current service warranty rates for non Unisys Equipment and Client fails to provide Unisys accurate warranty entitlement documentation, acceptable to the equipment manufacturer, or if Unisys is unable to obtain warranty reimbursement from the equipment manufacturer, Unisys shall change the service warranty charges for the affected Equipment to its then-current Support Services charges effective as of the Commencement Date of Service.

Service attentions, which exceed the Quarterly Service Attentions identified on the Desktop Schedule, are subject to an additional charge and will be billed to the Client at the Per Attention Support Service Rate identified on the Desktop Schedule. If the total number of quarterly service attentions responded to by Unisys is less than 90% of the Quarterly Service Attentions identified on the Desktop Schedule, Unisys may change the Equipment Quantity, Style or Description; Monthly Support Services charges; Quarterly Service Attentions and Per Attention Support Services Rate identified on the Desktop Schedule for the remainder of the Term.

Unisys may conduct inventories of Equipment serviced under the Agreement. The results of these inventories may be used by Unisys to provide service and may be available to Client for an additional charge. If the manufacturer's model and style number(s) or quantities serviced under the Agreement, or both, are not described on the Desktop Schedule or, if the Equipment description is different from the Equipment information on the Desktop Schedule, Unisys shall initially bill Client (and Client shall pay) the charges according to the Desktop Schedule and Unisys may: (a) change the Desktop Schedule to conform the Equipment Quantity, Style or Description information to the actual Equipment being serviced; (b) delete any generically described items that Unisys does not customarily and routinely service; and (c) change the relevant Monthly Support Services charges, Quarterly Service Attentions, and Per Attention Support Services Rate identified on the Desktop Schedule, including changes to previously billed charges, for the remainder of the Term.

Unisys may charge Client time and material rates for service on Equipment that is not identified by the manufacturer's style and model number on the Desktop Schedule or for service on enrolled Equipment that is outside the scope of the contracted services.

### Service Level Response

From the Commencement Date of Service up to and including a period of ninety (90) days following the Client's submission of all Equipment information Unisys requires for Support Services, Unisys will make every reasonable effort to provide Support Services as described in the Agreement but Client acknowledges that some Support Services may be delayed and call response time periods will not apply during such periods.

All responses to service requests for Equipment apply only to Unisys Equipment designated Tier One (1). There is no commitment for response to service requests for Equipment that is not designated as Unisys Tier One (1).

The response to service requests for Equipment described in the Agreement will be achieved in no less than 85% of the occurrences where a Unisys Customer Service Representative is dispatched.