

STATE TERM CONTRACT

THIS CONTRACT ("Contract") is between the State of Ohio ("State"), through its Department of Administrative Services, Office of Information Technology, at 30 East Broad Street, 40th Floor, Columbus, Ohio, 43215 and Cognizant Technology Solutions U.S. Corporation ("Contractor"), with offices at 211 Quality Circle, College Station, TX 77845.

BACKGROUND

The State recognizes that it is sometimes advantageous to do business with some contractors under a State term contract rather than through a competitive bidding or proposal process. In such cases, the State may enter into a contract with the contractor provided that the contractor offers its products and ancillary services at comparable prices that the contractor offers substantially similar products and services to the US Government under the GSA's Multiple Award Schedule program or SmartBuy program. If the contractor has no GSA Multiple Award Schedule or SmartBuy contract, the State may accept the prices that the contractor offers to its similarly situated most favored customers for substantially similar product or service.

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

TERMS AND CONDITIONS

1 - TERM

- 1.1 **TERM.** This Contract is effective on the date the State's duly authorized representative executes it, as evidenced by the date appearing with the representative's signature, below. Unless this Contract is terminated or expires without renewal, it will remain in effect until June 30, 2017. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State paid for before termination or limit the State's rights in such.
- 1.2 **CONTRACT RENEWAL.** In the State's sole discretion, it may renew this Contract for a period of one month at the end of each biennium during which this Contract remains in place. Any further renewals will be only by written agreement between the State and the Contractor. Such renewals may be for any number of times for any period not to exceed the time remaining in the State's then-current biennium.

2 - PRICING AND PAYMENT

- 2.1 **CERTIFICATION OF ACCURACY.** By checking one of the following three items, the Contractor certifies that the Contractor's prices under this Contract are:
- X The prices at which the Contractor currently offers each product and service to the US Government under the GSA's Multiple Award Schedule program;
The prices at which the Contractor currently offers each product and service to the US Government under the GSA's SmartBuy program; or
The comparable prices at which the Contractor has offered each substantially similar product and service to its other similarly situated most favored customers within one year before the date the Contractor executed this Contract or adds the product or service to this Contract, whichever is later.

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

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

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

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

If the Contractor has relied on its most favored customer pricing, the State will be entitled to a price decrease for future similar products or services during the term of this Contract, any time the Contractor sells a substantially similar product or a service to any of its substantially similar customers for less than the price agreed to between the State and the Contractor under this Contract. Any time the Contractor offers substantially similar Service to any substantially similar customer for less than it is then available to the State under this Contract, the Contractor must notify the State of that event within 30 days of its occurrence and immediately reduce the price of the affected Services to the State under this Contract.

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

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

Cognizant Technology Solution Price List

The Contractor will not sell to the State any notebook computers with less than a 1.60 GHz internal clock speed. Additionally, the Contractor will not sell to the State any PCs or servers using CPUs with less than a 3.0 GHz internal clock speed. Additionally, the Contractor will not sell to the State any term software licenses. And except in the case of operating systems licensed in conjunction with desktop PCs, notebook computers, PDAs, and similar personal computing devices that the OEM does not distribute without an operating system, the Contractor will not sell or license any Microsoft software to the State. If any of the foregoing items are listed in the Contractor's pricelist, they are deleted for purposes of this Contract.

2.4 NOTIFICATION OF PRICE INCREASES. If this Contract permits any price increases, the Contractor must notify the State and any affected State agencies of the increase at least 60 days before the effective date of the price increase. The Contractor must notify affected State agencies at their purchase order "bill to" address contained in the applicable purchase orders. This notification must specify, when applicable, the product serial number, location, current price, increased price, and applicable purchase order number.

2.5 Payment Due Date. Payments will be due on the 30th day after the later of:

The date the State actually receives a proper invoice at the office designated in the applicable purchase order to receive it; or

(b) The date the State accepts the Deliverable pursuant to the acceptance procedures set forth in Section 4.1 herein.

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

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

- (a) Name and address of the Contractor as designated in this Contract;
- (b) The Contractor's federal tax identification number as designated in this Contract;
- (c) The Contractor's invoice remittance address as designated in this Contract;
- (d) The purchase order number authorizing the delivery of the Deliverables;
- (e) A description of the Deliverables, including, as applicable, the time period, serial number, unit price, quantity, and total price of the Deliverables; and
- (f) If the invoice is for a lease, the Contractor also must include the payment number (e.g., 1 of 36).

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

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

2.8 OBM CERTIFICATION. This Contract is subject to Code § 126.07. Any orders under this Contract are void until the Director of the OBM certifies that there is a balance in the appropriation available to pay for the order.

2.9 CONTROLLING BOARD AUTHORIZATION. The State's obligations under this Contract are subject to the Ohio Controlling Board continuing to authorize the State's use of its term contracts program. If the Ohio Controlling Board fails to authorize or withdraws its authorization for this program, this Contract will terminate immediately, and the Contractor may not take any more orders under it.

2.10 TRAVEL EXPENSES. Any travel that the Contractor requires to perform its obligations under this Contract will be at the Contractor's expense. The State will pay for any additional travel that it requests only with prior written approval. The State will pay for all additional travel expenses that it requests in accordance with OBM's travel policy in Rule 126-1-02 of the Ohio Administrative Code (the "Administrative Code").

2.11 TAXES.

The State is exempt from all applicable sales, use, excise, and property taxes and will not pay any such taxes and agrees to timely provide a valid exemption certificate or other documents to Contractor to exempt the Deliverables from such taxes.

- 2.12 OFFSET.** The State may set off any amounts the Contractor owes to the State under this or other contracts against any payments due from the State to the Contractor under this or any other contracts with the State.

3 - CONTRACT ADMINISTRATION

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

In doing so, the Contractor warrants that:

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

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

The State strongly encourages the participation of small and disadvantaged businesses in its contracting programs and has created a certification program to Encourage Diversity Growth and Equity (EDGE) in State contracting. State agencies are instructed to include in their procurements such participation, including through the use of State Term Schedule contracts that are either held by EDGE businesses or that offer the opportunity to work with EDGE dealers or distributors.

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

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

If any audit reveals any overcharge to the State of more than 10% of the audited fees, the State will be entitled to recover the reasonable cost of the portion of the audit related to such overcharge.

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

- a. Workers' compensation insurance, as required by Ohio law, and if some work will be done outside Ohio, the laws of the appropriate states where work will be done. The Contractor also must maintain employer's liability insurance with a \$1,000,000.00 limit.

b. Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, and property damage. The defense cost must be outside of the policy limits. Such policy must designate the State of Ohio as an additional insured, as its interest may appear and subject to any indemnification obligations assumed herein. The policy also must be endorsed to include a blanket waiver of subrogation. The limits of the insurance must be:

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

The Contractor shall, for each policy required by this Contract, provide the State with 30-days prior written notice of cancellation, material change, or non-renewal, except a ten (10) day notice for non-payment of premium. And

provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.

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

The State also may terminate this Contract or any order under this Contract for its convenience and without cause upon prior written notice of at least thirty (30) days to Contractor. And the State may terminate this Contract or any order under it if the Ohio General Assembly fails to appropriate funds for any order under this Contract. Further, if a third party is providing funding for an order under this Contract, the State also may terminate this Contract or any order under it should that third party fail to release any funds related to this Contract or an order under it which would materially impact the State's ability to continue making payments to Contractor hereunder.

Contractor may terminate this Contract or any order under it, with immediate effect if the State commits a material breach of any of its obligations hereunder and fails to cure such breach within thirty (30) days after receipt of notice of such breach from Contractor.

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

If the State terminates this Contract or any order for cause, it will be entitled to cover for the affected Services by using another vendor or vendors on such commercially reasonable terms and conditions as it and the covering vendors may agree. The Contractor will be liable to the State for such reasonable costs related to covering for the affected Services to the extent that such costs exceed the costs that the State would have incurred under this Contract for those Services. Subject to the limitation of liability set forth in Section 7.5 herein, the Contractor also will be liable for any other direct damages resulting from its breach of this Contract.

Upon termination for the convenience of the State, the Contractor will be entitled to compensation for any Deliverable that the Contractor has delivered and was accepted by the State before the effective date of termination. Such compensation will be available to the Contractor once the Contractor has submitted a proper invoice for such, with the invoice reflecting the amount the State owes the Contractor. With respect to work in progress (e.g., a Deliverable which has not been fully completed) Contractor shall deliver such work in progress to the State for review and evaluation, and to the extent Contractor has met the specifications for such work as set forth in a statement of work, the State shall pay Contractor for same. For purposes of illustration, if the Contractor completes 95 % of a deliverable in accordance with agreed upon specifications and timetables, then the State cannot avoid making payment to Contractor for same; provided that the State may make a good faith dispute over an invoice related to such work in progress.

3.8 INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT

3.8.1 It is fully understood and agreed that Contractor is an independent contractor and is not an agent, servant, or employee of the State of Ohio or the Ohio Department of Administrative Services. Contractor declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities. Additionally, Contractor understands that as an independent contractor, it is not a public employee and is not entitled to contributions from DAS to any public employee retirement system.

3.8.2 Contractor acknowledges and agrees any individual providing personal services under this agreement is not a public employee for purposes of Chapter 145 of the Ohio Revised Code. Unless Contractor is a "business entity" as that term is defined in ORC 145.037 ("an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business") Contractor shall have any individual performing services under this agreement complete and submit to the ordering agency the Independent Contractor/Worker Acknowledgement found at the following link:

<https://www.opers.org/forms-archive/PEDACKN.pdf#zoom=80>

3.8.3 Contractor's failure to complete and submit the Independent/Worker Acknowledgement prior to commencement of the work, service or deliverable, provided under this agreement, shall serve as Contractor's certification that contractor is a "Business entity" as the term is defined in ORC Section 145.037.



Initial if Contractor is a "business entity" and will not submit the Independent Contractor/Worker

Acknowledgement to the ordering agency

3.9 Excusable Delay. Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delayed party must notify the other promptly of any material delay in performance and must specify in writing the proposed revised performance date as soon as practicable after notice of delay. In the event of any such excusable delay, the date of performance or of delivery will be extended for a period equal to the time lost by reason of the excusable delay. The delayed party also must describe the cause of the delay and what steps it is taking to remove the cause. The delayed party must not rely on a claim of excusable delay to avoid liability for a delay if the delayed party has not taken commercially reasonable steps to mitigate or avoid the delay. Things that are controllable by the Contractor's subcontractors will be considered controllable by the Contractor, except for third-party manufacturers supplying commercial items and over whom the Contractor has no legal control.

3.10 LOCATION OF SERVICES AND DATA. As part of this Contract, the Contractor must disclose the following:

- (a) All locations where any services will be performed;
- (b) All locations where any State data applicable to the Contract will be maintained or made available; and
- (c) The principal place of business for the Contractor and all its subcontractors.

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

4 - DELIVERY AND ACCEPTANCE

4.1 ACCEPTANCE. The acceptance procedure for Deliverables will be an informal review by the agency acquiring the Deliverables to ensure that each Deliverable meets the warranties in this Contract. The State will have up to 10 business days after delivery or installation of the applicable Deliverable or such other period agreed upon by the parties in writing to do this ("Acceptance Period"). The State will not issue a formal letter of acceptance, and passage of the Acceptance Period will imply acceptance, though the State will issue a notice of noncompliance within the Acceptance Period, if a Deliverables does not meet the warranties in this Contract.

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

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

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

5 - INTELLECTUAL PROPERTY

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

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

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

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

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

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

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

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

5.2 CUSTOM DELIVERABLES. With the exception of Pre-existing Materials contained in Deliverables, which shall be governed by the license terms set forth below, all Deliverables done by the Contractor and covered by this Contract will belong to the State, with all rights, title, and interest in all intellectual property that comes into existence through the Contractor's work under this Contract being assigned to the State. Additionally, the Contractor waives any shop rights, author rights, and similar retained interests in any such Deliverable. The Contractor must provide the State with all assistance reasonably needed to vest such rights of ownership in the State. The Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines, and similar material including intellectual property or other proprietary works of authorship, preexisting or otherwise, that have not been created specifically for State hereunder, including, without limitation, any derivatives thereof, which have been or are originated, developed, purchased, acquired or licensed by Contractor or its affiliates, or by third parties under contract to Contractor or its affiliates ("Pre-existing Materials").

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

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

5.3 CONFIDENTIALITY. Subject to Ohio Revised Code Section 149.43, the term "Confidential Information" shall mean any and all information or proprietary materials (in every form and media) not generally known in the relevant trade or industry and which has been or is hereafter disclosed or made available by the Disclosing Party to the Receiving Party in connection with the efforts contemplated hereunder. In addition, the State may disclose to the Contractor written material or oral or other information that the State treats as confidential ("State Confidential Information"). Title to the State Confidential Information and all related materials and documentation the State delivers to the Contractor will remain with the State. The Contractor must treat such State Confidential Information as secret if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of the public, other contractors or potential contractors with the State, or individuals or organizations about whom the State keeps information. The Contractor may not disclose any State Confidential Information to third parties and must use it solely to perform under this Contract.

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

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

- (1) Was already in the possession of the Receiving Party without an obligation of confidence;
- (2) Is independently developed by the Receiving Party, provided documentary evidence exists to support the independent development;
- (3) Except as provided in the next paragraph, is or becomes publicly available without a breach of this Contract;
- (4) Is rightfully received by the Receiving Party from a third party without an obligation of confidence;
- (5) Is disclosed by the Receiving Party with the written consent of the Disclosing Party; or
- (6) Is released under a valid order of a court or governmental agency, provided that the Receiving Party:
 - (a) Notifies the Disclosing Party of the order immediately upon receipt of it; and
 - (b) Makes a reasonable effort to obtain a protective order from the issuing court or agency limiting the disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production.

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

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

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

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

6 – TRANSACTION REPORTING

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

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

The Contractor also must submit a closeout report within 120 days after the expiration of this Contract. The Contract expires on the physical completion of the last, outstanding task or delivery order of the Contract. The closeout report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all Contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero sales in the closeout report.

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

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

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

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

Department of Administrative Services
L-3686, Columbus, OH
43260-3686

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

7 - WARRANTIES AND LIABILITIES

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

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

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

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

If any Deliverable fails to comply with these warranties, and the Contractor is so notified in writing within the applicable Warranty Period, the Contractor must correct such failure with all due speed, not to exceed 30 days. The Contractor also must indemnify the State for any direct damages and any claims by third parties based on any breach of the warranties set forth in 7.1 (b), (e), (f), (g) and (h). "Warranty Period" shall mean a period of ninety (90) days following the delivery of a particular Deliverable, or such other time period agreed upon by the parties in writing in a Statement of Work.

EXCEPT AS EXPRESSLY PROVIDED IN THIS CONTRACT, CONTRACTOR DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY OR CONDITION OF ANY KIND, WHETHER SUCH REPRESENTATION, WARRANTY, OR CONDITION BE EXPRESS OR IMPLIED, INCLUDING WARRANTY OR CONDITION FROM COURSE OF DEALING OR USAGE OF TRADE.

All materials provided to Contractor by or on behalf of the State for Contractor's use in providing the Services will be owned or fully licensed by the State, and the State has the right to provide such materials to Contractor. Contractor is permitted to use and modify such materials as necessary to perform the Services, including in the location in which such materials are provided to Contractor. The State will reasonably cooperate with Contractor in respect of any third party audit related to Contractor's use and possession of any State provided materials.

7.2 SOFTWARE WARRANTY. If Exhibit I includes work to develop custom software as a Deliverable, then on delivery and for the applicable Warranty Period, the Contractor warrants that:

- (a) The software will operate on the computer(s) for which the software is intended in the manner described in the relevant software documentation;
- (b) Subject to any applicable Warranty Period, the software will be free of material defects;

- (c) The Contractor will deliver and maintain relevant and complete software documentation, commentary, and source code;
- (d) The source code language used to code the software is readily available in the commercial market, widely used and accepted for the type of programming involved, and support programming in the language is reasonably available in the open market; and
- (e) Subject to any applicable Warranty Period, the software and all maintenance will be provided in a professional and efficient manner and in accordance with any timetables set forth in Exhibit I or a Statement of Work.

For software developed by the Contractor for use in a Deliverable or licensed from a third party and used to perform the Services hereunder, the Contractor represents and warrants that it either has the right or has obtained the necessary required consents to use such third party software with respect to the performance of such Services. . Except as may be expressly set forth in a Statement of Work, The Contractor shall reasonably assist the State with respect to:

- (a) Maintaining or causing the third-party licensor to maintain Commercial Software so that it operates in the manner described in its documentation; and
- (e) Maintaining or obtaining a commitment from the third-party licensor to maintain the Commercial Software so that it will properly operate in conjunction with changes in the operating environment for which it was designed.

7.3 RESERVED.

7.4 INDEMNITY. The Contractor must indemnify the State against all liability or reasonable expense resulting from bodily injury to any person (including injury resulting in death) or damage to real or tangible property arising out of its performance under this Contract, provided such bodily injury or property damage is due to the negligence or other tortious conduct of the Contractor, its employees, agents, or subcontractors. The Contractor also must indemnify the State against any claim of infringement of a copyright, patent, trade secret, or other intellectual property rights based on the State's proper use of any Deliverable under this Contract. This obligation of indemnification will not apply where the State has modified the Deliverable and the claim of infringement is based on the modification. The State will give the Contractor notice of any such claim as soon as reasonably practicable. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor will do one of the following four things:

- (a) Modify the Deliverable so that it is no longer infringing;
- (b) Replace the Deliverable with an equivalent or better item;
- (c) Acquire the right for the State to use the Deliverable as it was intended for the State to use under this Contract; or
- (d) Remove the Deliverable and refund the fee the State paid for the infringing Deliverable and the fee for any other necessary modifications related to other Deliverables that required the availability of the infringing Deliverable for such Deliverables' intended use.

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

- (a) NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF THE PARTIES HAVE BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
- (b) THE CONTRACTOR SHALL REMAIN LIABLE FOR ALL DIRECT DAMAGES DUE TO THE CONTRACTOR'S FAULT OR NEGLIGENCE UP TO (2) TWO TIMES THE FEES FOR THE SERVICES PROVIDED UNDER A STATEMENT OF WORK FOR WHICH SUCH DAMAGES ARISE OR (\$6,000,000) SIX MILLION DOLLARS, WHICHEVER IS GREATER. THE LIMITATIONS SPECIFIED IN THIS SECTION WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS CONTRACT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE LIMITATION HEREIN DOES NOT APPLY TO LIABILITY ARISING FROM THE THIRD PARTY CLAIMS UNDER SECTION 7.4 (INDEMNITY).

8 - MAINTENANCE

8.1 SOFTWARE MAINTENANCE. If this Contract involves any custom software as a Deliverable, then during the warranty period, the Contractor must correct any material programming errors that are attributable to the Contractor within a reasonable time, provided the State notifies the Contractor, in writing, of a problem with the software and provides sufficient information to identify the problem. The Contractor's response to a programming error will depend upon the severity of the problem. In the case of programming errors that slow the processing of data by a

small degree, render minor and non-critical functions of the System inoperable or unstable, or require users or administrations to employ workarounds to fully use the software, the Contractor must respond to requests for resolution within four business hours and begin working on a proper solution within one business day, dedicating the resources of one qualified programmer full-time to fixing the problem. In the case of any defects with more significant consequences, including those that render key functions of the software inoperable or significantly slow data processing, the Contractor must respond within two business hours of notification and, if requested, provide on-site assistance and dedicate all available resources to resolving the problem.

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

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

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

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

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

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

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

- (a) Maintenance to bring the Equipment into compliance with any law, rule, or regulation, if such law, rule, or regulation was not in effect on the acceptance date;
- (b) Repair and replacement work or increase in maintenance time as a result of damage or loss resulting from accident, casualty, neglect, misuse, or abuse, if such is the State's fault (and beyond normal wear and tear), damage resulting from improper packing or failure to follow prescribed shipping instruction (If

such is done by the State), failure of electrical power, air conditioning or humidity control, use of supplies not approved by the original manufacturer of the Equipment as describe in the Equipment's documentation, or causes other than ordinary use of Equipment;

- (c) Furnishing platens, supplies, or accessories, making specification changes, or adding or removing approved accessories, attachments, or other devices except as permitted in the Equipment's user documentation;
- (d) Maintenance or increased maintenance time resulting from any improper use, maintenance, or connection to other equipment (not done by the Contractor) that results in damage to the Equipment;
- (e) Repairs needed to restore the Equipment to good operating condition if the Equipment has been damaged by anyone other than the Contractor's authorized service personnel repairing, modifying, or performing maintenance on the Equipment.

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

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

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

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

8.6 PRINCIPAL PERIOD OF MAINTENANCE (GENERAL). Software and Equipment maintenance must be available nine working hours per weekday, between 8:00 a.m. and 5:00 p.m. Eastern Standard Time. Travel time and expenses related to remedial and preventative maintenance will not be billable and must be included in the price of the maintenance.

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

9 - ASSIGNMENT AND SUBCONTRACTING

9.1 ASSIGNMENT. The Contractor may not assign this Contract without the written consent of the State, which the State will not be obligated to provide.

9.2 SUBCONTRACTING. The State recognizes that it may be necessary for the Contractor to use subcontractors to perform portions of the work under this Contract. In those circumstances, before the Contractor engages any such subcontractor, the Contractor must submit a list identifying its subcontractors or joint venture partners performing portions of the work under the Contract. If any changes to that list occur during the term of the Contract, the Contractor must immediately provide the State an updated list of subcontractors or joint venture business partners. In addition, all subcontractors and joint venture business partners must agree in writing to be bound by all of the terms and conditions of this Contract and any specifications of any order under this Contract for which they perform work. The State may reject any subcontractor submitted by the Contractor.

10 - CONSTRUCTION

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

11 - LAW AND COURTS

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

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

- 11.2 DRUG FREE WORKPLACE.** The Contractor must comply with all Ohio laws regarding maintaining a drug-free workplace and make a good faith effort to ensure that all its employees do not possess and are not under influence of illegal drugs or alcohol or abuse prescription drugs while working on State property.
- 11.3 OHIO ETHICS LAW AND LIMITS ON POLITICAL CONTRIBUTIONS.** The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics laws. The Contractor hereby certifies that all applicable parties listed in Ohio Revised Code Section 3517.13 are in compliance with Ohio Revised Code Section 3517.13.
- 11.4 SECURITY & SAFETY RULES.** When using or possessing State data or accessing State networks and systems, the Contractor must comply with all applicable State rules, policies, and regulations regarding data security and integrity, as made known to Contractor in advance and in writing. And when on any property owned or controlled by the State, the Contractor must comply with all security and safety rules, regulations, and policies applicable to people on those premises, as such rules, regulations and policies are made known to Contractor in advance and in writing.

- 11.5 **LAW AND VENUE.** This Contract is governed by and will be construed under Ohio law, and venue for all disputes will lie exclusively with the appropriate court in Franklin County, Ohio.
- 11.6 **UNRESOLVED FINDINGS.** The Contractor represents that it is not subject to an unresolved finding for recovery under Code § 9.24. If this warranty proves false when the parties sign this Contract, the Contract will be void. Additionally, if this representation proves false on the date of any renewal or extension of the Contract, the renewal or extension will be void.
- 11.7 **ANTITRUST.** The State and the Contractor recognize that, in actual economic practice, overcharges resulting from antitrust violations are usually borne by the State. The Contractor therefore assigns to the State all state and federal antitrust claims and causes of action that the Contractor has or acquires relating to the goods and services acquired under this Contract.
- 11.8 **Governing the Expenditure of Public Funds on Offshore Services (EO 2011-12K).** The Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

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

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

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

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

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

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

CONTRACTOR
Cognizant Technology Solutions U.S.
Corporation

BY: 
Corporate Counsel

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

BY: 
ROBERT BLAIR, DIRECTOR,
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE: 6.8.15

DATE: 6/17/15

Exhibit I

Product Name	Manufacturer Part No	Vendor Part No	Description	Unit of Measure	State Price
Partner	2015 - Consulting	2015 - Consulting	1/1/2015 to 12/31/2015	Hour	\$275
Principal	2015 - Consulting	2015 - Consulting	1/1/2015 to 12/31/2015	Hour	\$240
Project Manager - Consulting	2015 - Consulting	2015 - Consulting	1/1/2015 to 12/31/2015	Hour	\$160
Consultant/Associate	2015 - Consulting	2015 - Consulting	1/1/2015 to 12/31/2015	Hour	\$145
Business Analyst	2015 - Consulting	2015 - Consulting	1/1/2015 to 12/31/2015	Hour	\$120
Program Manager I	2015 - ERP	2015 - ERP	1/1/2015 to 12/31/2015	Hour	\$155
Program Manager II	2015 - Enterprise Applications	2015 - Enterprise Applications	1/1/2015 to 12/31/2015	Hour	\$175
Program Manager III	2015 - Social, Mobility, Analytics & Cloud	2015 - SMAC	1/1/2015 to 12/31/2015	Hour	\$190
Project Manager I	2015 - ERP	2015 - ERP	1/1/2015 to 12/31/2015	Hour	\$125
Project Manager II	2015 - Enterprise Applications	2015 - Enterprise Applications	1/1/2015 to 12/31/2015	Hour	\$140
Project Manager III	2015 - Social, Mobility, Analytics & Cloud	2015 - SMAC	1/1/2015 to 12/31/2015	Hour	\$155
Architect I	2015 - ERP	2015 - ERP	1/1/2015 to 12/31/2015	Hour	\$160
Architect II	2015 - Enterprise Applications	2015 - Enterprise Applications	1/1/2015 to 12/31/2015	Hour	\$175
Architect III	2015 - Social, Mobility, Analytics & Cloud	2015 - SMAC	1/1/2015 to 12/31/2015	Hour	\$190
Team Lead I	2015 - ERP	2015 - ERP	1/1/2015 to 12/31/2015	Hour	\$115
Team Lead II	2015 - Enterprise Applications	2015 - Enterprise Applications	1/1/2015 to 12/31/2015	Hour	\$125
Team Lead III	2015 - Social, Mobility, Analytics & Cloud	2015 - SMAC	1/1/2015 to 12/31/2015	Hour	\$135
Programmer I	2015 - ERP	2015 - ERP	1/1/2015 to 12/31/2015	Hour	\$115
Programmer II	2015 - ERP	2015 - ERP	1/1/2015 to 12/31/2015	Hour	\$125
Programmer III	2015 - ERP	2015 - ERP	1/1/2015 to 12/31/2015	Hour	\$140
Programmer I	2015 - Social, Mobility, Analytics & Cloud	2015 - SMAC	1/1/2015 to 12/31/2015	Hour	\$100
Programmer II	2015 - Social, Mobility, Analytics & Cloud	2015 - SMAC	1/1/2015 to 12/31/2015	Hour	\$115
Programmer III	2015 - Social, Mobility, Analytics & Cloud	2015 - SMAC	1/1/2015 to 12/31/2015	Hour	\$125
Programmer I	2015 - Enterprise Applications	2015 - Enterprise Applications	1/1/2015 to 12/31/2015	Hour	\$95
Programmer II	2015 - Enterprise Applications	2015 - Enterprise Applications	1/1/2015 to 12/31/2015	Hour	\$100
Programmer III	2015 - Enterprise Applications	2015 - Enterprise Applications	1/1/2015 to 12/31/2015	Hour	\$115
System Analyst I	2015 - ERP	2015 - ERP	1/1/2015 to 12/31/2015	Hour	\$115
System Analyst II	2015 - ERP	2015 - ERP	1/1/2015 to 12/31/2015	Hour	\$125

12/31/2015	Hour	\$135
12/31/2015	Hour	\$105
12/31/2015	Hour	\$115
12/31/2015	Hour	\$125
12/31/2015	Hour	\$105
12/31/2015	Hour	\$115
12/31/2015	Hour	\$125
12/31/2015	Hour	\$115
12/31/2015	Hour	\$130
12/31/2015	Hour	\$145
12/31/2015	Hour	\$100
12/31/2015	Hour	\$110
12/31/2015	Hour	\$125
12/31/2015	Hour	\$95
12/31/2015	Hour	\$105
12/31/2015	Hour	\$115
12/31/2015	Hour	\$135
12/31/2015	Hour	\$115
12/31/2015	Hour	\$125
12/31/2015	Hour	\$115
12/31/2015	Hour	\$125
12/31/2015	Hour	\$135
12/31/2015	Hour	\$100
12/31/2015	Hour	\$110
12/31/2015	Hour	\$120
12/31/2015	Hour	\$95
12/31/2015	Hour	\$100
12/31/2015	Hour	\$110
12/31/2015	Hour	\$105
12/31/2015	Hour	\$125
12/31/2015	Hour	\$95

Automation Test Manager	2015 - Quality Services	2015 - Quality Services	2015 - Quality Services	1/1/2015 to 12/31/2015	Hour	\$125
Solution Architect	2015 - Infrastructure Services	2015 - Infrastructure Services	2015 - Infrastructure Services	1/1/2015 to 12/31/2015	Hour	\$175
Infrastructure Architect	2015 - Infrastructure Services	2015 - Infrastructure Services	2015 - Infrastructure Services	1/1/2015 to 12/31/2015	Hour	\$200
Infrastructure Engineer	2015 - Infrastructure Services	2015 - Infrastructure Services	2015 - Infrastructure Services	1/1/2015 to 12/31/2015	Hour	\$175
Unix Administrator	2015 - Infrastructure Services	2015 - Infrastructure Services	2015 - Infrastructure Services	1/1/2015 to 12/31/2015	Hour	\$135
Linux Administrator	2015 - Infrastructure Services	2015 - Infrastructure Services	2015 - Infrastructure Services	1/1/2015 to 12/31/2015	Hour	\$135
Windows Administrator	2015 - Infrastructure Services	2015 - Infrastructure Services	2015 - Infrastructure Services	1/1/2015 to 12/31/2015	Hour	\$125
Storage Administrator	2015 - Infrastructure Services	2015 - Infrastructure Services	2015 - Infrastructure Services	1/1/2015 to 12/31/2015	Hour	\$135
DBA, Oracle	2015 - Infrastructure Services	2015 - Infrastructure Services	2015 - Infrastructure Services	1/1/2015 to 12/31/2015	Hour	\$150
DBA, SQL	2015 - Infrastructure Services	2015 - Infrastructure Services	2015 - Infrastructure Services	1/1/2015 to 12/31/2015	Hour	\$135
DBA, DB2	2015 - Infrastructure Services	2015 - Infrastructure Services	2015 - Infrastructure Services	1/1/2015 to 12/31/2015	Hour	\$135
LAN Network Engineer	2015 - Infrastructure Services	2015 - Infrastructure Services	2015 - Infrastructure Services	1/1/2015 to 12/31/2015	Hour	\$125
WAN Network Engineer	2015 - Infrastructure Services	2015 - Infrastructure Services	2015 - Infrastructure Services	1/1/2015 to 12/31/2015	Hour	\$125
Network Architect	2015 - Infrastructure Services	2015 - Infrastructure Services	2015 - Infrastructure Services	1/1/2015 to 12/31/2015	Hour	\$150
Security Engineer I	2015 - ERP	2015 - ERP	2015 - ERP	1/1/2015 to 12/31/2015	Hour	\$150
Security Engineer II	2015 - Enterprise Applications	2015 - Enterprise Applications	2015 - Enterprise Applications	1/1/2015 to 12/31/2015	Hour	\$135
Security Engineer III	2015 - Social, Mobility, Analytics & Cloud	2015 - Social, Mobility, Analytics & Cloud	2015 - SMAC	1/1/2015 to 12/31/2015	Hour	\$175
2016						
Partner	2016 - Consulting	2016 - Consulting	2016 - Consulting	1/1/2016 to 12/31/2016	Hour	\$283
Principal	2016 - Consulting	2016 - Consulting	2016 - Consulting	1/1/2016 to 12/31/2016	Hour	\$247
Project Manager - Consulting	2016 - Consulting	2016 - Consulting	2016 - Consulting	1/1/2016 to 12/31/2016	Hour	\$165
Consultant/Associate	2016 - Consulting	2016 - Consulting	2016 - Consulting	1/1/2016 to 12/31/2016	Hour	\$149
Business Analyst	2016 - Consulting	2016 - Consulting	2016 - Consulting	1/1/2016 to 12/31/2016	Hour	\$124
Program Manager I	2016 - ERP	2016 - ERP	2016 - ERP	1/1/2016 to 12/31/2016	Hour	\$160
Program Manager II	2016 - Enterprise Applications	2016 - Enterprise Applications	2016 - Enterprise Applications	1/1/2016 to 12/31/2016	Hour	\$180
Program Manager III	2016 - Social, Mobility, Analytics & Cloud	2016 - Social, Mobility, Analytics & Cloud	2016 - SMAC	1/1/2016 to 12/31/2016	Hour	\$196
Project Manager I	2016 - ERP	2016 - ERP	2016 - ERP	1/1/2016 to 12/31/2016	Hour	\$129
Project Manager II	2016 - Enterprise Applications	2016 - Enterprise Applications	2016 - Enterprise Applications	1/1/2016 to 12/31/2016	Hour	\$144
Project Manager III	2016 - Social, Mobility, Analytics & Cloud	2016 - Social, Mobility, Analytics & Cloud	2016 - SMAC	1/1/2016 to 12/31/2016	Hour	\$160
Architect I	2016 - ERP	2016 - ERP	2016 - ERP	1/1/2016 to 12/31/2016	Hour	\$165
Architect II	2016 - Enterprise Applications	2016 - Enterprise Applications	2016 - Enterprise Applications	1/1/2016 to 12/31/2016	Hour	\$180
Architect III	2016 - Social, Mobility, Analytics & Cloud	2016 - Social, Mobility, Analytics & Cloud	2016 - SMAC	1/1/2016 to 12/31/2016	Hour	\$196
Team Lead I	2016 - ERP	2016 - ERP	2016 - ERP	1/1/2016 to 12/31/2016	Hour	\$118
Team Lead II	2016 - Enterprise Applications	2016 - Enterprise Applications	2016 - Enterprise Applications	1/1/2016 to 12/31/2016	Hour	\$129

Team Lead III	2016 - Social, Mobility, Analytics & Cloud	2016 - SMAC	1/1/2016 to 12/31/2016	Hour	\$139
Programmer I	2016 - ERP	2016 - ERP	1/1/2016 to 12/31/2016	Hour	\$118
Programmer II	2016 - ERP	2016 - ERP	1/1/2016 to 12/31/2016	Hour	\$129
Programmer III	2016 - ERP	2016 - ERP	1/1/2016 to 12/31/2016	Hour	\$144
Programmer I	2016 - Social, Mobility, Analytics & Cloud	2016 - SMAC	1/1/2016 to 12/31/2016	Hour	\$103
Programmer II	2016 - Social, Mobility, Analytics & Cloud	2016 - SMAC	1/1/2016 to 12/31/2016	Hour	\$118
Programmer III	2016 - Social, Mobility, Analytics & Cloud	2016 - SMAC	1/1/2016 to 12/31/2016	Hour	\$129
Programmer I	2016 - Enterprise Applications	2016 - Enterprise Applications	1/1/2016 to 12/31/2016	Hour	\$98
Programmer II	2016 - Enterprise Applications	2016 - Enterprise Applications	1/1/2016 to 12/31/2016	Hour	\$103
Programmer III	2016 - Enterprise Applications	2016 - Enterprise Applications	1/1/2016 to 12/31/2016	Hour	\$118
System Analyst I	2016 - ERP	2016 - ERP	1/1/2016 to 12/31/2016	Hour	\$118
System Analyst II	2016 - ERP	2016 - ERP	1/1/2016 to 12/31/2016	Hour	\$129
System Analyst III	2016 - ERP	2016 - ERP	1/1/2016 to 12/31/2016	Hour	\$139
System Analyst I	2016 - Social, Mobility, Analytics & Cloud	2016 - SMAC	1/1/2016 to 12/31/2016	Hour	\$108
System Analyst II	2016 - Social, Mobility, Analytics & Cloud	2016 - SMAC	1/1/2016 to 12/31/2016	Hour	\$118
System Analyst III	2016 - Social, Mobility, Analytics & Cloud	2016 - SMAC	1/1/2016 to 12/31/2016	Hour	\$129
System Analyst I	2016 - Enterprise Applications	2016 - Enterprise Applications	1/1/2016 to 12/31/2016	Hour	\$108
System Analyst II	2016 - Enterprise Applications	2016 - Enterprise Applications	1/1/2016 to 12/31/2016	Hour	\$118
System Analyst III	2016 - Enterprise Applications	2016 - Enterprise Applications	1/1/2016 to 12/31/2016	Hour	\$129
Support/Admin Technician I	2016 - ERP	2016 - ERP	1/1/2016 to 12/31/2016	Hour	\$118
Support/Admin Technician II	2016 - ERP	2016 - ERP	1/1/2016 to 12/31/2016	Hour	\$134
Support/Admin Technician III	2016 - ERP	2016 - ERP	1/1/2016 to 12/31/2016	Hour	\$149
Support/Admin Technician I	2016 - Social, Mobility, Analytics & Cloud	2016 - SMAC	1/1/2016 to 12/31/2016	Hour	\$103
Support/Admin Technician II	2016 - Social, Mobility, Analytics & Cloud	2016 - SMAC	1/1/2016 to 12/31/2016	Hour	\$113
Support/Admin Technician III	2016 - Social, Mobility, Analytics & Cloud	2016 - SMAC	1/1/2016 to 12/31/2016	Hour	\$129
Support/Admin Technician I	2016 - Enterprise Applications	2016 - Enterprise Applications	1/1/2016 to 12/31/2016	Hour	\$98
Support/Admin Technician II	2016 - Enterprise Applications	2016 - Enterprise Applications	1/1/2016 to 12/31/2016	Hour	\$108
Support/Admin Technician III	2016 - Enterprise Applications	2016 - Enterprise Applications	1/1/2016 to 12/31/2016	Hour	\$118
BI Analyst/ Data Modeler I	2016 - ERP	2016 - ERP	1/1/2016 to 12/31/2016	Hour	\$139
BI Analyst/ Data Modeler II	2016 - Enterprise Applications	2016 - Enterprise Applications	1/1/2016 to 12/31/2016	Hour	\$118
BI Analyst/ Data Modeler III	2016 - Social, Mobility, Analytics & Cloud	2016 - SMAC	1/1/2016 to 12/31/2016	Hour	\$129

QA Tester I	2016 - ERP	2016 - ERP	2016 - ERP	1/1/2016 to 12/31/2016	Hour	\$118
QA Tester II	2016 - ERP	2016 - ERP	2016 - ERP	1/1/2016 to 12/31/2016	Hour	\$129
QA Tester III	2016 - ERP	2016 - ERP	2016 - ERP	1/1/2016 to 12/31/2016	Hour	\$139
QA Tester I	2016 - Social, Mobility, Analytics & Cloud	2016 - Social, Mobility, Analytics & Cloud	2016 - SMAC	1/1/2016 to 12/31/2016	Hour	\$103
QA Tester II	2016 - Social, Mobility, Analytics & Cloud	2016 - Social, Mobility, Analytics & Cloud	2016 - SMAC	1/1/2016 to 12/31/2016	Hour	\$113
QA Tester III	2016 - Enterprise Applications	2016 - Enterprise Applications	2016 - SMAC	1/1/2016 to 12/31/2016	Hour	\$124
QA Tester I	2016 - Enterprise Applications	2016 - Enterprise Applications	2016 - Enterprise Applications	1/1/2016 to 12/31/2016	Hour	\$98
QA Tester II	2016 - Enterprise Applications	2016 - Enterprise Applications	2016 - Enterprise Applications	1/1/2016 to 12/31/2016	Hour	\$103
QA Tester III	2016 - Enterprise Applications	2016 - Enterprise Applications	2016 - Enterprise Applications	1/1/2016 to 12/31/2016	Hour	\$113
Performance Test Analyst	2016 - Quality Services	2016 - Quality Services	2016 - Quality Services	1/1/2016 to 12/31/2016	Hour	\$108
Performance Test Manager	2016 - Quality Services	2016 - Quality Services	2016 - Quality Services	1/1/2016 to 12/31/2016	Hour	\$129
Automation Test Analyst	2016 - Quality Services	2016 - Quality Services	2016 - Quality Services	1/1/2016 to 12/31/2016	Hour	\$98
Automation Test Manager	2016 - Quality Services	2016 - Quality Services	2016 - Quality Services	1/1/2016 to 12/31/2016	Hour	\$129
Solution Architect	2016 - Infrastructure Services	2016 - Infrastructure Services	2016 - Infrastructure Services	1/1/2016 to 12/31/2016	Hour	\$180
Infrastructure Architect	2016 - Infrastructure Services	2016 - Infrastructure Services	2016 - Infrastructure Services	1/1/2016 to 12/31/2016	Hour	\$206
Infrastructure Engineer	2016 - Infrastructure Services	2016 - Infrastructure Services	2016 - Infrastructure Services	1/1/2016 to 12/31/2016	Hour	\$180
Unix Administrator	2016 - Infrastructure Services	2016 - Infrastructure Services	2016 - Infrastructure Services	1/1/2016 to 12/31/2016	Hour	\$139
Linux Administrator	2016 - Infrastructure Services	2016 - Infrastructure Services	2016 - Infrastructure Services	1/1/2016 to 12/31/2016	Hour	\$139
Windows Administrator	2016 - Infrastructure Services	2016 - Infrastructure Services	2016 - Infrastructure Services	1/1/2016 to 12/31/2016	Hour	\$129
Storage Administrator	2016 - Infrastructure Services	2016 - Infrastructure Services	2016 - Infrastructure Services	1/1/2016 to 12/31/2016	Hour	\$139
DBA, Oracle	2016 - Infrastructure Services	2016 - Infrastructure Services	2016 - Infrastructure Services	1/1/2016 to 12/31/2016	Hour	\$155
DBA, SQL	2016 - Infrastructure Services	2016 - Infrastructure Services	2016 - Infrastructure Services	1/1/2016 to 12/31/2016	Hour	\$139
DBA, DB2	2016 - Infrastructure Services	2016 - Infrastructure Services	2016 - Infrastructure Services	1/1/2016 to 12/31/2016	Hour	\$139
LAN Network Engineer	2016 - Infrastructure Services	2016 - Infrastructure Services	2016 - Infrastructure Services	1/1/2016 to 12/31/2016	Hour	\$129
WAN Network Engineer	2016 - Infrastructure Services	2016 - Infrastructure Services	2016 - Infrastructure Services	1/1/2016 to 12/31/2016	Hour	\$129
Network Architect	2016 - Infrastructure Services	2016 - Infrastructure Services	2016 - Infrastructure Services	1/1/2016 to 12/31/2016	Hour	\$155
Security Engineer I	2016 - ERP	2016 - ERP	2016 - ERP	1/1/2016 to 12/31/2016	Hour	\$155
Security Engineer II	2016 - Enterprise Applications	2016 - Enterprise Applications	2016 - Enterprise Applications	1/1/2016 to 12/31/2016	Hour	\$139
Security Engineer III	2016 - Social, Mobility, Analytics & Cloud	2016 - Social, Mobility, Analytics & Cloud	2016 - SMAC	1/1/2016 to 12/31/2016	Hour	\$180
2017						
Partner	2017 - Consulting	2017 - Consulting	2017 - Consulting	1/1/2017 to 12/31/2017	Hour	\$292
Principal	2017 - Consulting	2017 - Consulting	2017 - Consulting	1/1/2017 to 12/31/2017	Hour	\$255
Project Manager - Consulting	2017 - Consulting	2017 - Consulting	2017 - Consulting	1/1/2017 to 12/31/2017	Hour	\$170
Consultant/Associate	2017 - Consulting	2017 - Consulting	2017 - Consulting	1/1/2017 to 12/31/2017	Hour	\$154

Business Analyst	2017 - Consulting	2017 - Consulting	2017 - Consulting	1/1/2017 to 12/31/2017	Hour	\$127
Program Manager I	2017 - ERP	2017 - ERP	2017 - ERP	1/1/2017 to 12/31/2017	Hour	\$164
Program Manager II	2017 - Enterprise Applications 2017 - Social, Mobility, Analytics & Cloud	2017 - Enterprise Applications	2017 - Enterprise Applications	1/1/2017 to 12/31/2017	Hour	\$186
Program Manager III	2017 - ERP	2017 - ERP	2017 - SMAC	1/1/2017 to 12/31/2017	Hour	\$202
Project Manager I	2017 - Enterprise Applications	2017 - Enterprise Applications	2017 - ERP	1/1/2017 to 12/31/2017	Hour	\$133
Project Manager II	2017 - Social, Mobility, Analytics & Cloud	2017 - Social, Mobility, Analytics & Cloud	2017 - Enterprise Applications	1/1/2017 to 12/31/2017	Hour	\$149
Project Manager III	2017 - ERP	2017 - ERP	2017 - SMAC	1/1/2017 to 12/31/2017	Hour	\$164
Architect I	2017 - Enterprise Applications	2017 - Enterprise Applications	2017 - ERP	1/1/2017 to 12/31/2017	Hour	\$170
Architect II	2017 - Social, Mobility, Analytics & Cloud	2017 - Social, Mobility, Analytics & Cloud	2017 - Enterprise Applications	1/1/2017 to 12/31/2017	Hour	\$186
Architect III	2017 - ERP	2017 - ERP	2017 - SMAC	1/1/2017 to 12/31/2017	Hour	\$202
Team Lead I	2017 - Enterprise Applications	2017 - Enterprise Applications	2017 - ERP	1/1/2017 to 12/31/2017	Hour	\$122
Team Lead II	2017 - Social, Mobility, Analytics & Cloud	2017 - Social, Mobility, Analytics & Cloud	2017 - Enterprise Applications	1/1/2017 to 12/31/2017	Hour	\$133
Team Lead III	2017 - ERP	2017 - ERP	2017 - SMAC	1/1/2017 to 12/31/2017	Hour	\$143
Programmer I	2017 - ERP	2017 - ERP	2017 - ERP	1/1/2017 to 12/31/2017	Hour	\$122
Programmer II	2017 - ERP	2017 - ERP	2017 - ERP	1/1/2017 to 12/31/2017	Hour	\$133
Programmer III	2017 - Social, Mobility, Analytics & Cloud	2017 - Social, Mobility, Analytics & Cloud	2017 - ERP	1/1/2017 to 12/31/2017	Hour	\$149
Programmer I	2017 - Social, Mobility, Analytics & Cloud	2017 - Social, Mobility, Analytics & Cloud	2017 - SMAC	1/1/2017 to 12/31/2017	Hour	\$106
Programmer II	2017 - Social, Mobility, Analytics & Cloud	2017 - Social, Mobility, Analytics & Cloud	2017 - SMAC	1/1/2017 to 12/31/2017	Hour	\$122
Programmer III	2017 - Enterprise Applications	2017 - Enterprise Applications	2017 - SMAC	1/1/2017 to 12/31/2017	Hour	\$133
Programmer I	2017 - Enterprise Applications	2017 - Enterprise Applications	2017 - SMAC	1/1/2017 to 12/31/2017	Hour	\$101
Programmer II	2017 - Enterprise Applications	2017 - Enterprise Applications	2017 - Enterprise Applications	1/1/2017 to 12/31/2017	Hour	\$106
Programmer III	2017 - Enterprise Applications	2017 - Enterprise Applications	2017 - Enterprise Applications	1/1/2017 to 12/31/2017	Hour	\$122
System Analyst I	2017 - ERP	2017 - ERP	2017 - ERP	1/1/2017 to 12/31/2017	Hour	\$122
System Analyst II	2017 - ERP	2017 - ERP	2017 - ERP	1/1/2017 to 12/31/2017	Hour	\$133
System Analyst III	2017 - ERP	2017 - ERP	2017 - ERP	1/1/2017 to 12/31/2017	Hour	\$143
System Analyst I	2017 - Social, Mobility, Analytics & Cloud	2017 - Social, Mobility, Analytics & Cloud	2017 - SMAC	1/1/2017 to 12/31/2017	Hour	\$111
System Analyst II	2017 - Social, Mobility, Analytics & Cloud	2017 - Social, Mobility, Analytics & Cloud	2017 - SMAC	1/1/2017 to 12/31/2017	Hour	\$122
System Analyst III	2017 - Social, Mobility, Analytics & Cloud	2017 - Social, Mobility, Analytics & Cloud	2017 - SMAC	1/1/2017 to 12/31/2017	Hour	\$133
System Analyst I	2017 - Enterprise Applications	2017 - Enterprise Applications	2017 - Enterprise Applications	1/1/2017 to 12/31/2017	Hour	\$111
System Analyst II	2017 - Enterprise Applications	2017 - Enterprise Applications	2017 - Enterprise Applications	1/1/2017 to 12/31/2017	Hour	\$122
System Analyst III	2017 - Enterprise Applications	2017 - Enterprise Applications	2017 - Enterprise Applications	1/1/2017 to 12/31/2017	Hour	\$133

Support/Admin Technician I	2017 - ERP	2017 - ERP	2017 - ERP	1/1/2017 to 12/31/2017	Hour	\$122
Support/Admin Technician II	2017 - ERP	2017 - ERP	2017 - ERP	1/1/2017 to 12/31/2017	Hour	\$138
Support/Admin Technician III	2017 - ERP	2017 - ERP	2017 - ERP	1/1/2017 to 12/31/2017	Hour	\$154
Support/Admin Technician I	2017 - Social, Mobility, Analytics & Cloud	2017 - Social, Mobility, Analytics & Cloud	2017 - SMAC	1/1/2017 to 12/31/2017	Hour	\$106
Support/Admin Technician II	2017 - Social, Mobility, Analytics & Cloud	2017 - Social, Mobility, Analytics & Cloud	2017 - SMAC	1/1/2017 to 12/31/2017	Hour	\$117
Support/Admin Technician III	2017 - Social, Mobility, Analytics & Cloud	2017 - Social, Mobility, Analytics & Cloud	2017 - SMAC	1/1/2017 to 12/31/2017	Hour	\$133
Support/Admin Technician I	2017 - Enterprise Applications	2017 - Enterprise Applications	2017 - Enterprise Applications	1/1/2017 to 12/31/2017	Hour	\$101
Support/Admin Technician II	2017 - Enterprise Applications	2017 - Enterprise Applications	2017 - Enterprise Applications	1/1/2017 to 12/31/2017	Hour	\$111
Support/Admin Technician III	2017 - Enterprise Applications	2017 - Enterprise Applications	2017 - Enterprise Applications	1/1/2017 to 12/31/2017	Hour	\$122
BI Analyst/ Data Modeler I	2017 - ERP	2017 - ERP	2017 - ERP	1/1/2017 to 12/31/2017	Hour	\$143
BI Analyst/ Data Modeler II	2017 - Enterprise Applications	2017 - Enterprise Applications	2017 - Enterprise Applications	1/1/2017 to 12/31/2017	Hour	\$122
BI Analyst/ Data Modeler III	2017 - Social, Mobility, Analytics & Cloud	2017 - Social, Mobility, Analytics & Cloud	2017 - SMAC	1/1/2017 to 12/31/2017	Hour	\$133
QA Tester I	2017 - ERP	2017 - ERP	2017 - ERP	1/1/2017 to 12/31/2017	Hour	\$122
QA Tester II	2017 - ERP	2017 - ERP	2017 - ERP	1/1/2017 to 12/31/2017	Hour	\$133
QA Tester III	2017 - ERP	2017 - ERP	2017 - ERP	1/1/2017 to 12/31/2017	Hour	\$143
QA Tester I	2017 - Social, Mobility, Analytics & Cloud	2017 - Social, Mobility, Analytics & Cloud	2017 - SMAC	1/1/2017 to 12/31/2017	Hour	\$106
QA Tester II	2017 - Social, Mobility, Analytics & Cloud	2017 - Social, Mobility, Analytics & Cloud	2017 - SMAC	1/1/2017 to 12/31/2017	Hour	\$117
QA Tester III	2017 - Social, Mobility, Analytics & Cloud	2017 - Social, Mobility, Analytics & Cloud	2017 - SMAC	1/1/2017 to 12/31/2017	Hour	\$127
QA Tester I	2017 - Enterprise Applications	2017 - Enterprise Applications	2017 - Enterprise Applications	1/1/2017 to 12/31/2017	Hour	\$101
QA Tester II	2017 - Enterprise Applications	2017 - Enterprise Applications	2017 - Enterprise Applications	1/1/2017 to 12/31/2017	Hour	\$106
QA Tester III	2017 - Enterprise Applications	2017 - Enterprise Applications	2017 - Enterprise Applications	1/1/2017 to 12/31/2017	Hour	\$117
Performance Test Analyst	2017 - Quality Services	2017 - Quality Services	2017 - Quality Services	1/1/2017 to 12/31/2017	Hour	\$111
Performance Test Manager	2017 - Quality Services	2017 - Quality Services	2017 - Quality Services	1/1/2017 to 12/31/2017	Hour	\$133
Automation Test Analyst	2017 - Quality Services	2017 - Quality Services	2017 - Quality Services	1/1/2017 to 12/31/2017	Hour	\$101
Automation Test Manager	2017 - Quality Services	2017 - Quality Services	2017 - Quality Services	1/1/2017 to 12/31/2017	Hour	\$133
Solution Architect	2017 - Infrastructure Services	2017 - Infrastructure Services	2017 - Infrastructure Services	1/1/2017 to 12/31/2017	Hour	\$186
Infrastructure Architect	2017 - Infrastructure Services	2017 - Infrastructure Services	2017 - Infrastructure Services	1/1/2017 to 12/31/2017	Hour	\$212
Infrastructure Engineer	2017 - Infrastructure Services	2017 - Infrastructure Services	2017 - Infrastructure Services	1/1/2017 to 12/31/2017	Hour	\$186
Unix Administrator	2017 - Infrastructure Services	2017 - Infrastructure Services	2017 - Infrastructure Services	1/1/2017 to 12/31/2017	Hour	\$143
Linux Administrator	2017 - Infrastructure Services	2017 - Infrastructure Services	2017 - Infrastructure Services	1/1/2017 to 12/31/2017	Hour	\$143
Windows Administrator	2017 - Infrastructure Services	2017 - Infrastructure Services	2017 - Infrastructure Services	1/1/2017 to 12/31/2017	Hour	\$133
Storage Administrator	2017 - Infrastructure Services	2017 - Infrastructure Services	2017 - Infrastructure Services	1/1/2017 to 12/31/2017	Hour	\$143
DBA, Oracle	2017 - Infrastructure Services	2017 - Infrastructure Services	2017 - Infrastructure Services	1/1/2017 to 12/31/2017	Hour	\$159

DBA, SQL	2017 - Infrastructure Services	2017 - Infrastructure Services	2017 - Infrastructure Services	1/1/2017 to 12/31/2017	Hour	\$143
DBA, DB2	2017 - Infrastructure Services	2017 - Infrastructure Services	2017 - Infrastructure Services	1/1/2017 to 12/31/2017	Hour	\$143
LAN Network Engineer	2017 - Infrastructure Services	2017 - Infrastructure Services	2017 - Infrastructure Services	1/1/2017 to 12/31/2017	Hour	\$133
WAN Network Engineer	2017 - Infrastructure Services	2017 - Infrastructure Services	2017 - Infrastructure Services	1/1/2017 to 12/31/2017	Hour	\$133
Network Architect	2017 - Infrastructure Services	2017 - Infrastructure Services	2017 - Infrastructure Services	1/1/2017 to 12/31/2017	Hour	\$159
Security Engineer I	2017 - ERP	2017 - ERP	2017 - ERP	1/1/2017 to 12/31/2017	Hour	\$159
Security Engineer II	2017 - Enterprise Applications	2017 - Enterprise Applications	2017 - Enterprise Applications	1/1/2017 to 12/31/2017	Hour	\$143
Security Engineer III	2017 - Social, Mobility, Analytics & Cloud	2017 - SMAC	2017 - SMAC	1/1/2017 to 12/31/2017	Hour	\$186

Exhibit II

[Insert scope of license]

Exhibit III

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2011-12K

Governing the Expenditure of Public Funds on Offshore Services

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

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

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

1. Principal location of business of Contractor:

(Address)

(City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address)

(City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

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

(Address)

(Address, City, State, Zip)

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

(Name)

(Address, City, State, Zip)

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

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

By: _____
Contractor

Print Name: _____

Title: _____

Date: _____