

**STATE OF OHIO  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
SOFTWARE  
MASTER MAINTENANCE AGREEMENT-FISCAL YEAR  
2014 and 2015**

**THIS CONTRACT** is between the State of Ohio, Department of Administrative Services ("DAS"), General Services Division, Office of State Purchasing, located 4200 Surface Road, Columbus, Ohio, 43228 ("Customer"), and Trimble Navigation Limited ("Contractor"), located at 935 Stewart Drive, Sunnvale, CA 94085.

**DEFINITIONS**

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

- A. "Software" is software listed on Attachment A and the Equipment's operating system, word processing software, utilities, drivers, communication software and other manufacturer software options that are integrated with Contractor's systems. "Software" does not include compilers, development software or applications unless listed on Attachment A.
- B. An "Error" is a malfunction in the Software, excluding all external factors, that prevents the Software from conforming to applicable manufacturer's specifications.
- C. An "Update" is a software release that manufacturer has made generally to all customers and that replaces or modifies a prior software release to correct errors or omissions.
- D. An "Upgrade" is a software release that the manufacturer has made generally available to all customers that include enhancements, options or new features that improve the Software's performance.
- E. "Equipment" means the hardware and items other than Software listed on Attachment A.
- F. The term of this Contract is from **July 1, 2013** ("Commencement Date") to **September 30, 2015** ("Expiration Date").

**1. MAINTENANCE SERVICE RESPONSIBILITIES OF CONTRACTOR**

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

- A. Contractor will provide maintenance services to those sites designated by Customer in the attachments during the term of this Contract.
- B. Telephone Support. Contractor will provide reasonable technical telephone consultation concerning the use of any updates, enhancements and corrections to all sites.
- C. New Releases. From time to time Contractor may modify or enhance the Software by a new release of the Software. In such case, Contractor shall provide the Customer one copy of every new release of the Software listed in the attached schedules, including all modifications, enhancements and documentation.
- D. Contractor will correct errors or replace the Software in a reasonably expeditious manner after notification that a Software correction is required. Failure to comply with this requirement will result in deduction from the maintenance rate for each day the Software is inoperative, computed from the initial downtime notification. The deduction for an inoperative period consisting of a partial day will be prorated.
- E. Contractor will provide Maintenance for the then-current release and the immediately preceding release of the Software. Contractor will provide maintenance support for the immediately preceding release for at least six months after a new version is released. After this period Contractor may cancel the Maintenance Services for the immediately preceding release of the Software on sixty (60) days written notice.

**2. SERVICE AVAILABILITY PERIOD**

- A. The "Call Window" specified on any attached schedule and/or in Section 10 is the time and days during which the Customer may notify Contractor that the Software is inoperative, excluding Contractor holidays.
- B. All software on Attachment A will have the same Call Window.
- C. Repairs and replacements necessitated by any of the items excluded from coverage hereunder will be undertaken by Contractor only on Customer's written approval of estimated additional charges, Customer's agreement to pay the additional charges, and Customer's issuance of a purchase order.
- D. Annual Maintenance will continue to be available for a minimum of five years after the Effective Date of this Contract under the same terms and conditions. The State will have the right to participate in the Licensor's annual Maintenance program by giving the Licensor annual notice of its intent to do so or by paying the annual fee for the Maintenance on or before the due date for the annual payment, but in no event more than sixty (60) days after the due date for the annual payment unless the State pays interest on the late payment in accord with the applicable provisions of the Ohio Revised Code. If the State fails to pay the annual maintenance fee or materially breaches this Contract, then, unless otherwise agreed, the State may not continue to participate in the maintenance program and this Contract shall automatically terminate unless the State cures the nonpayment or breach within thirty (30) days. The Licensor will bill the State annually for maintenance, 60 days in advance of the due date for the maintenance fees, at the Licensor's then-current rates for maintenance, subject to the limitation on increases provided below, unless provided otherwise in Attachment A. Nothing in the Section 2D shall override any commitment of the State to purchase Maintenance for the time period agreed upon in Attachment A.
- E. The annual maintenance fee will not increase from year to year by more than ten percent over the prior year's annual maintenance fee.

**3. RESPONSIBILITIES OF CUSTOMER**

- A. Customer will provide Contractor's personnel reasonable access to the Software at mutually agreed upon times to perform any agreed upon maintenance services (including preventive maintenance). Customer will also provide adequate working space and facilities, including heat, light, ventilation, electric current and outlets and the like for use by Contractor personnel. All such facilities will be within a reasonable distance from the Equipment to be serviced and will be provided at no charge to Contractor.
- B. Customer will not perform, attempt to perform, nor cause to be performed, maintenance or repair to the Software during the term of this Contract except: (a) simple daily or weekly preventive maintenance on the Software as allowed or reasonably required by Contractor; (b) as mutually agreed upon; or (c) as required by Contractor. Customer, at Contractor's request, will maintain the service reports issued by Contractor. Customer, at its own expense, will establish and maintain an environment consistent with the specifications furnished by Contractor for the Software.

**4. PAYMENT DUE DATE**

- A. Unless provided otherwise in Attachment A, Contractor will invoice Customer on the first day of each month (or each quarter or each year as designated on the Equipment Schedule) during the term hereof for the unit amount for the Software specified on Attachment A. If the Commencement Date does not fall on the first day of the month, the amount of the first payment will be prorated based on the number of service days remaining in that month.
- B. Payments under this Contract will be due on the 30<sup>th</sup> calendar day after the later of:
  - 1. The date of actual receipt of a proper invoice in the office designated to receive the invoice, or
  - 2. The date the Service is delivered and accepted.
- C. The date of the check issued in payment will be considered the date payment is made.

5. **CONTRACTOR QUARTERLY SALES REPORT**

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

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

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

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

Department of Administrative Services  
Office of State Purchasing  
4200 Surface Road  
Columbus, Ohio 43228 - 1395

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

6. **CONTRACTOR REVENUE SHARE**

The Contractor must pay the State a revenue share of the sales transacted under this Contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The revenue share equals .0075 of the total quarterly sales reported. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering activities.

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

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

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

Contractor must forward the check to the following address:

Department of Administrative Services  
GSD Business Office  
4200 Surface Road  
Columbus, OH 43228

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

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

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

7. **GENERAL WARRANTIES**

The Contractor warrants that the recommendations, guidance, and services of the Contractor under this Contract will be in accordance with sound professional standards and the requirements of this Contract..

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

The warranty regarding professionalism is a one-year warranty. All other warranties will be continuing warranties.

8. **SOFTWARE WARRANTY**

On delivery and for twelve (12) months after the date of acceptance of any Software, the Contractor warrants as to all Software developed specifically for Customer under this Contract that: (a) the Software will operate on the computer(s) for which the Software is intended in the manner described in the relevant Software documentation, the Contractor's proposal, and Attachment A; (b) the Software will be free of any material defects; and (c) the Contractor will deliver relevant and complete Software documentation. Notwithstanding the provisions of this Section 8, the warranty on the Software is as specified in Contractor's Software End User License Agreement and Warranty Card.

9. **SOFTWARE MAINTENANCE**

During the warranty period and during the periods in which Customer has purchased Maintenance, the Contractor will correct any material programming Errors that are attributable to the Contractor within a reasonable period of time, provided that the Customer notifies the Contractor, either orally or in writing, of a problem with the Software and provides sufficient information for the Contractor to identify the problem.

The Contractor's response to a programming Error will depend upon the severity of the problem and will be provided in accordance with Contractor's standard support and maintenance escalation policy.

10. **PRINCIPAL PERIOD OF MAINTENANCE**

Maintenance will be available nine working hours per weekday, between 8:00 a.m. and 5:00 p.m. Eastern Standard Time.

11. **RESERVED**

12. **INTEREST ON OVERDUE PAYMENTS**

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

13. **INVOICE REQUIREMENTS**

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

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

14. **IMPROPER INVOICES**

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

15. **NON-APPROPRIATION OF FUNDS**

Customer's funds are contingent on the availability of lawful appropriations by the Ohio General Assembly. If the Ohio Assembly fails at any time to continue funding for the payments due hereunder, this Contract will terminate as of the date that the funding expires without further obligation of the Customer. Since the current General Assembly cannot commit a future General Assembly to expenditure, if any term of this Contract crosses a State Biennium, this Contract will automatically expire at the end of the current biennium, which is June 30, 2013. The State, however, may renew this Contract in the next biennium, by issuing written notice to the Contractor of the decision to do so. The expiration and renewal procedure will also apply to the end of any subsequent biennium, provided that further renewals after 5 years from the Effective Date shall require the written approvals of both parties.

16. **OBM CERTIFICATION**

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

17. **NOTIFICATION OF PRICE INCREASE**

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

18. **INDEMNITY**

The Contractor will indemnify the State against all liability or expense resulting from bodily injury to any person (including injury resulting in death) or damage to tangible property arising out of the performance of this Contract, providing such bodily injury or property damage is due to the negligence of the Contractor, its employees, agents, or subcontractors. The Contractor will also indemnify the State against any claim that the Software (except third party software) infringes a United States copyright, patent, trade secret, or similar intellectual property rights. This obligation of indemnification will not apply where the State has modified or misused the Software, has combined the Software with non-Contractor products and such combination is the basis of the infringement claim, or is using an unsupported release of the Software. The State agrees to give the Contractor notice of any such claim as soon as reasonably practicable (but in any event in sufficient time for Contractor to respond without prejudice) and the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of such claim (except to the extent prohibited by law). The State shall provide reasonably necessary cooperation to Contractor. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor will do one, (1) of the following four (4) things:

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

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

(3) Acquire the right for the State to use the infringing Software; or

(4) Refund the fee the State paid for the Software, provided that the State removes and returns or permanently destroys the Software.

THIS SECTION 18 SETS FORTH CONTRACTOR'S SOLE LIABILITY AND THE STATE'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

19. **CONFIDENTIALITY**

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 agrees to 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 agrees not to disclose any State Confidential Information to third parties (except to its legal and financial advisors and affiliates with a need to know the State Confidential Information and who are bound by confidentiality obligations no less restrictive than those herein) and to use it solely to perform under this Contract.

The State acknowledges that, in connection with this Agreement and its relationship with Contractor, it may obtain information relating to the Products or to Contractor that is of a confidential and proprietary nature (" Contractor Confidential Information"). Such Contractor Confidential Information may include, but is not limited to, trade secrets, know how, inventions, techniques, processes, programs, schematics, software source documents, data, financial information, and sales and marketing plans or information which the State knows or has reason to know is confidential, proprietary or trade secret information of Contractor. The State shall at all times, both during the term of this Agreement and for a period of at least three (3) years after its termination, keep in trust and confidence all such Contractor Confidential Information, and shall not use such Contractor Confidential Information other than as expressly authorized by Contractor under this Agreement, nor shall the State disclose any such Contractor Confidential Information to third parties without Contractor's written consent, provided that trade secrets shall be maintained as confidential until such time as they are no longer trade secrets. State Confidential Information and Contractor Confidential Information are together referred to herein as Confidential Information.

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

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

## **20. CONFIDENTIALITY AGREEMENTS.**

When the Contractor performs services under this Contract that require the Contractor's and its subcontractors' personnel to access facilities, data, or systems that the State in its sole discretion deems sensitive, the State may require the Contractor's and its subcontractors' personnel with such access to sign an individual confidentiality agreement and policy acknowledgements, and have a background check performed before accessing those facilities, data, or systems. Each State agency, board, and commission may require a different confidentiality agreement or acknowledgement, and the Contractor's and its subcontractors' personnel may be required to sign a different confidentiality agreement or acknowledgement for each agency. The Contractor must immediately replace any of its or its subcontractors' personnel who refuse to sign a required confidentiality agreement or acknowledgment or have a background check performed.

## **21. LIMITATION OF LIABILITY**

THE PARTIES AGREE AS FOLLOWS:

1. EXCEPT FOR A BREACH OF CONFIDENTIALITY, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF THE PARTIES HAD BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. ANY DAMAGES THAT MAY BE DUE BY THE STATE OF OHIO MUST BE DETERMINED BY A COURT OF COMPETENT JURISDICTION.
2. THE CONTRACTOR FURTHER AGREES THAT THE CONTRACTOR SHALL BE LIABLE FOR DIRECT DAMAGES DUE TO THE INTENTIONAL MISCONDUCT OR NEGLIGENCE OF THE CONTRACTOR.

3. ADDITIONAL LIMITATION OF LIABILITY PROVISIONS ARE AS SPECIFIED IN CONTRACTOR'S SOFTWARE END USER LICENSE AGREEMENT AND WARRANTY CARD.
4. THE LIMITATION OF LIABILITY PROVISIONS IN SUBSECTIONS 2 AND 3 OF THIS SECTION 21 SHALL NOT APPLY TO AN INDEMNIFICATION OBLIGATION, A BREACH OF CONFIDENTIALITY, OR TO DAMAGES ARISING FROM PERSONAL INJURY OR PROPERTY DAMAGE.

22. **DELIVERIES**

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

23. **HEADINGS**

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

24. **ASSIGNMENT**

Neither party will assign this Contract without the written consent of the other party, provided however that Contractor may assign this Contract to an affiliate without Customer's written consent, provided that Contractor shall provide written notice to Customer.

25. **TAXES**

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

26. **EXCUSABLE DELAY (FORCE MAJEURE)**

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

27. **ENTIRE CONTRACT**

This Contract, Attachment A, Contractor's Software End User License Agreement and Contractor's Warranty Card contain the entire Contract between Contractor and Customer relating to maintenance services on the Software and supersedes any other agreements on the subject, written or oral. Contractor's Software End User License Agreement and Warranty Card are incorporated herein by reference and, unless expressly stated otherwise herein, shall take precedence over conflicting terms in this Contract. This Contract may not be amended or modified without the mutual written agreement of both parties nor may the parties attach additional Attachments A for other Customer products. For clarity, this Contract applies only to software as licensed by the Ohio Department of Transportation ("ODOT") as described on Attachment A hereto as the Trimble VRSNet/PIVOT software modernization of Customer's existing Trimble GPSNet software s/n's 10A3, 11B1, 110E, 1109, 12F1, 12F0, 12EF.

28. **NOTICES**

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

29. **SEVERABILITY**

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

30. **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

32. **OHIO ETHICS LAW AND LIMITS ON POLITICAL CONTRIBUTIONS.**

All Contractors who are actively doing business with the State or who are seeking to do business with the State are responsible to review and comply with all relevant provisions of O.R.C. Sections 102.01 to 102.09.

The Contractor, by signature affixed on this document, hereby certifies that all applicable parties listed in O.R.C. Section 3517.13 are in full compliance with O.R.C. Section 3517.13.

If the Contractor accepts a Contract and/or purchase order issued under the Contract without proper certification, the Department of Administrative Services shall deem the Contractor in breach and the Contractor will be subject to all legal remedies available to the Department of Administrative Services up to and including debarment from doing business with the State.

Additional information regarding Contribution Restrictions is available on the Office of Budget & Management's website at: [www.obm.ohio.gov](http://www.obm.ohio.gov).

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

34. **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.

35. **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.

37. **RESERVED.**

38. **GOVERNING THE EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES (EO 2011-12K).** The Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

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

39. **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. This Contract becomes effective on the date of signature by the State ("Effective Date").

ACCEPTED BY:

CONTRACTOR

  
SIGNATURE

ERIK ARVESEN  
PRINTED NAME

VICE PRESIDENT  
Title

16 OCT 13  
Date

ERIK\_ARVESEN@TRIMBLE.COM  
Email Address

ACCEPTED BY:

THE STATE OF OHIO,  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
GENERAL SERVICES DIVISION  
4200 SURFACE ROAD,  
COLUMBUS, OHIO. 43228-1395

  
SIGNATURE

ROBERT BLAIR  
DIRECTOR

10-22-13  
Date

**ATTACHMENT A**  
FISCAL YEAR 2013 EQUIPMENT SCHEDULE  
TO THE MASTER MAINTENANCE CONTRACT  
BETWEEN  
THE STATE OF OHIO,  
BY THE  
DEPARTMENT OF ADMINISTRATIVE SERVICES,  
GENERAL SERVICES DIVISION, OFFICE OF STATE PURCHASING  
and  
Trimble Navigation Limited

**CUSTOMER**

Contact: Yesenia Adams, Contract Mgr  
303-1035-8702  
Phone: \_\_\_\_\_ Fax: 720-587-9878  
For: \_\_\_\_\_

Trimble Navigation Limited  
Agency, Name/Title of Agency Contact  
10368 Westmead Dr.  
Address  
Westminster CO 80021  
City, State, Zip

**CONTRACTOR**

Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Coverage Period: 21-01-13 thru 06-30-13  
Coverage Amount: \_\_\_\_\_  
Agency P.O. Box #: \_\_\_\_\_

Trimble Navigation Limited agrees to provide the remedial and preventative Maintenance described in the Master Maintenance Contract and any additional services listed below for the Software listed below and Customer agrees to purchase such Maintenance and services subject to the terms and conditions contained within the Master Maintenance Contract.

Trimble VRSNet/PIVOT software modernization of Customer's existing Trimble GPSNet software s/n's 10A3, 11B1, 110E, 1109, 12F1, 12F0, 12EF. Contractor shall provide Customer with the most recent version, as of the Effective Date, of such software. Customer shall be responsible for installing such software.

Cost: for one-time software modernization:                   \$ 101,808.00 Due on the Effective Date.

Annual software maintenance fees, years 2-5:           \$ 47,856.00 Due annually with one payment each year on each anniversary of the Effective Date, subject to Section 15 of the Agreement.

Total Charges and Fees   \$293,232.00

For the Agency:  
  
By: \_\_\_\_\_

For the Contractor:  
Contractor Tax ID Number: 942802192  
By: Tom Mackie -- Sales Manager

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) 5475 Kellenburger Rd

Dayton OH 45424  
(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) 5475 Kellenburger Rd

\_\_\_\_\_  
(City, State, Zip) Dayton OH 45424

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) 5475 Kellenburger Rd

\_\_\_\_\_  
(Address, City, State, Zip) Dayton OH 45424

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: Yusef Omar Adams  
Contractor

Print Name: