

## STATE TERM CONTRACT

THIS CONTRACT ("Contract") is between the State of Ohio ("State"), through its Department of Administrative Services, General Services Division, at 4200 Surface Road, Columbus, Ohio, 43228 and CSDC Systems Inc. ("Contractor"), with offices at 2821 W 7th Street, Suite 230, Fort Worth, Texas, 76107.

### BACKGROUND

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

The State also recognizes that some manufacturers work primarily through dealers for various reasons, including offering customers better support through dealers that have a local presence in a service area. Because of this, the State may sometimes agree to work directly with a manufacturer's dealers.

However, if the Contractor is not the manufacturer of the products or services under this Contract, the Contractor must submit a letter from the manufacturer that assures the State that the Contractor is an authorized dealer in the manufacturer's products or services. The letter also must assure the State that the Contractor will have sufficient quantities of the offered products for the duration of the Contract to meet the State's needs under the Contract during the initial term and any extensions. Further, the letter must identify each of the manufacturer's product and service that the Contractor will supply under this Contract. The letter also must contain an assurance of the availability through the dealer of repair services and spare parts for products covered by this Contract for five years from the date of purchase. It also must contain an assurance that software maintenance will be available under the terms of this Contract either from the dealer or the manufacturer for six years from the date of acceptance. (This assurance is not necessary for PC and PC-based server software with a perpetual license fee of less than \$10,000.00 per copy.) The dealer must submit the letter, signed by an authorized representative of the manufacturer, with the executed copies of this Contract.

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 best prices at which the Contractor has offered each product and service to its 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 any time the Contractor or any of its dealers or distributors under this Contract sells a product or a service to any of its customers for less than the price agreed to between the State and the Contractor under this Contract. Any time the Contractor or any of its dealers or distributors under Section 3.1 of this Contract sells a product or provides a service to any 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 products or 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 product or service covered by this Contract, even if the general reduction does not place the price of the product or 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 products and 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 products and 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. For convenience, those products and services are called "Deliverables" in this Contract. Any custom materials resulting from the Contractor's services also are called "Deliverables" in this Contract. The Contractor may not provide any other Deliverables under this Contract without a prior written amendment to this Contract that both the State and the Contractor have signed. Furthermore, the Contractor may not charge the State greater prices for these Deliverables than the prices on the Exhibit I. If Exhibit I contains or incorporates by reference any terms or conditions other than a description of the scope of license for software, a description of the Contractor's products and services, and the prices for those products and services, those terms or conditions are excluded from this Contract and are of no effect. Exhibit I is identified as the following pricelist:

AMANDA-2014-GSA\_Pricelist.xlsx

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:

- (a) The date the State actually receives a proper invoice at the office designated in the applicable purchase order to receive it; or
- (b) The date the State accepts the Deliverable.

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

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

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

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

**2.7 OHIO PAYMENT CARD.** Participating State agencies issuing orders under this Contract may use the Ohio Payment Card. Such purchases may not exceed \$2,500 unless the Office of Budget and Management ("OBM") has authorized the agency to exceed this limit. If OBM increases the dollar limit for payment cards for all State agencies, the State will post notice of that on its Procurement Website. Participating State agencies are required to use the Ohio Payment Card in accordance with OBM's current guidelines for the Ohio Payment Card and the agency's approved plan filed with the OBM. The Contractor may process a payment in the payment card network only upon delivery and acceptance of the applicable Deliverables. For partial deliveries or performance, the Contractor may process a payment for the amount delivered or completed only and not for the entire amount ordered by the ordering agency. Upon completion of the delivery of remaining Deliverables, the Contractor may process a payment request in the payment card network for the remainder of the order. The Contractor should receive payment through its merchant bank within the time agreed upon between the Contractor and its merchant bank. The Contractor should expect normal processing fees from its merchant bank for payment card transactions, which the Contractor may not pass on to the State.

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

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

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

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

**2.12 TAXES.** The State is exempt from all sales, use, excise, and property taxes and will not pay any such taxes. To the extent sales, use, excise, or any similar taxes are imposed on the Contractor in connection with any Deliverable, the Contractor must pay those taxes together with any interest and penalties not successfully disputed with the taxing authority.

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

**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 material misrepresentation or overcharge to the State, the State will be entitled to recover its damages, including the cost of the audit.

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

- a. Workers' compensation insurance, as required by Ohio law, and if some work will be done outside Ohio, the laws of the appropriate states where work will be done. The Contractor also must maintain employer's liability insurance with at least a \$1,000,000.00 limit.
- b. Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, and property damage. The defense cost must be outside of the policy limits. Such policy must designate the State of Ohio as an additional insured, as its interest may appear. The policy also must be endorsed to include a blanket waiver of subrogation. At a minimum, the limits of the insurance must be:

- \$ 2,000,000 General Aggregate
- \$ 2,000,000 Products/Completed Operations Aggregate
- \$ 1,000,000 Per Occurrence Limit

\$ 1,000,000 Personal and Advertising Injury Limit  
\$ 100,000 Fire Legal Liability  
\$ 10,000 Medical Payments

The Contractor 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 the Contractor's Commercial General Liability must be primary over any other insurance coverage.

- c. Commercial Automobile Liability insurance with a combined single limit of \$500,000.
- d. Professional Liability insurance covering all staff with a minimum limit of \$1,000,000 per incident and \$3,000,000 aggregate. If the Contractor's policy is written on a "claims made" basis, the Contractor must provide the State with proof of continuous coverage at the time the policy is renewed. If for any reason the policy expires, or coverage is terminated, the Contractor must purchase and maintain "tail" coverage through the applicable statute of limitations.

All certificates must be in a form that is reasonably satisfactory to the State as to the contents of the policies and the quality of the insurance carriers. All carriers must have at least an "A-" rating by A.M. Best.

- 3.4 **CONTRACT COMPLIANCE.** Any State agency that uses this Contract will be responsible for the administration of this Contract with respect to the orders that it places and may monitor the Contractor's performance and compliance with this Contract. If an agency becomes aware of any noncompliance with the terms of this Contract or the specifications of an order, the agency may document the noncompliance and give the Contractor written notice of the noncompliance for immediate correction. If the Contractor fails to cure the noncompliance, the agency may notify the State through the Department of Administrative Services, Office of State Purchasing, by executing a Complaint to Vendor form to help resolve the issue. Should the State determine that the form identifies an uncured breach of this Contract, the State may terminate this Contract and seek such other remedies as may be available to it.
- 3.5 **POLITICAL SUBDIVISIONS.** Ohio political subdivisions, such as Ohio cities, counties, and townships ("Political Subdivisions"), may rely on this Contract. Whenever a Political Subdivision relies on this Contract to issue a purchase order, the Political Subdivision will step into the shoes of the State under this Contract for purposes of its order, and, as to the Political Subdivision's order, this Contract will be between the Contractor and the Political Subdivision. The Contractor must look solely to the Political Subdivision for performance, including but not limited to payment, and must hold the State harmless with regard to such orders and the Political Subdivision's performance. But the State will have the right to terminate this Contract and seek such remedies on termination as this Contract provides should the Contractor fail to honor its obligations under an order from a Political Subdivision. Nothing in this Contract requires the Contractor to accept an order from a Political Subdivision, if the Contractor reasonably believes that the Political Subdivision is or will be unable to perform its obligations in relation to that order.
- 3.6 **RECALLS.** If a Deliverable is recalled, seized, or embargoed, or if the Contractor, a manufacturer, packer, processor, or regulatory body finds that a Deliverable has been misbranded, adulterated, or is unsafe, the Contractor must notify the State, through the Department of Administrative Services, Office of State Purchasing, as well as all agencies that have ordered the Deliverable, within ten business days after the Contractor learns of any of the above events. At the option of the State, the Contractor must either reimburse the State for the purchase price of each affected Deliverable or provide an equal or better replacement for each Deliverable at no additional cost to the State. The Contractor also must remove and replace all affected Deliverables within a reasonable time, as determined by the State. Further, at the option of the State, the Contractor may be required to reimburse the State for storage costs and handling fees, which the State may calculate from the time of delivery of each affected Deliverable to the Deliverable's actual removal. Furthermore, the Contractor must bear all costs associated with the removal and proper disposal of the affected Deliverables. The State will treat any failure to refund the purchase price or provide a suitable replacement within a reasonable time, not to exceed 30 days, as a default.
- 3.7 **TERMINATION.** The State may terminate this Contract or any order under this Contract if the Contractor defaults in meeting its obligations and fails to timely cure its default. The State also may terminate this Contract or any order under it if a petition in bankruptcy is filed by or against the Contractor and not dismissed within 60 days. And the State may terminate this Contract or any order under it if the Contractor violates any law or regulation while performing under this Contract or if it appears to the State that the Contractor's performance is substantially endangered through no fault of the State. In all of the foregoing cases, the termination will be for cause.

On written notice, the Contractor will have 30 days to cure any breach of its obligations under this Contract, provided the breach is curable. If the Contractor fails to cure the breach within 30 days after written notice or if the breach is not one that is curable, the State will have the right to terminate this Contract, the applicable orders, or both immediately upon written notice to the Contractor. Some provisions of this Contract may provide for a

shorter cure period than 30 days or for no cure period at all. Those provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.

The State also may terminate this Contract in the case of breaches that are cured within 30 days but are persistent. "Persistent" in this context means that the State has notified the Contractor in writing of the Contractor's failure to meet any of its obligations 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. And the State may terminate this Contract or any order under it if the Ohio General Assembly fails to appropriate funds for any order under this Contract. Further, if a third party is providing funding for an order, the State also may terminate 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.

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

If the State terminates this Contract or any order for cause, it will be entitled to cover for the affected orders by using another vendor or vendors on such commercially reasonable terms and conditions as it and the covering vendors may agree. The Contractor will be liable to the State for all costs related to covering for the affected orders to the extent that such costs exceed the costs that the State would have incurred under this Contract for those orders. The Contractor also will be liable for any other direct damages resulting from its breach of this Contract or other event leading to termination for cause.

If the termination is for the convenience of the State, the Contractor will be entitled to compensation for any Deliverable that the Contractor has delivered before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only once the Contractor has submitted a proper invoice for such, with the invoice reflecting the amount the State determines that it owes the Contractor.

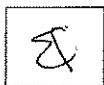
### 3.8 INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT

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

### 3.10 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 30 days after installation to do this. The State will not issue a formal letter of acceptance, and passage of 30 days will imply acceptance, though the State will issue a notice of noncompliance if a Deliverables does not meet the warranties in this Contract.

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

- 4.2 **TITLE.** Title to any Deliverable will pass to the State only on acceptance of the Deliverable, and all risk of loss 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.** All custom work done by the Contractor and covered by this Contract will belong to the State, with all rights, title, and interest in all intellectual property that comes into existence through the Contractor's work under this Contract being assigned to the State. Additionally, the Contractor waives any shop rights, author rights, and similar retained interests in any such custom developed materials. The Contractor must provide the State with all assistance reasonably needed to vest such rights of ownership in the State. However, the Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines, and similar material incorporated in any custom Deliverable ("Pre-existing Materials").

The Contractor grants the State a 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. The Contractor may not include in any custom Deliverable any intellectual property unless such has been created under this Contract or qualifies as Pre-existing Material. If the Contractor wants to incorporate any Pre-existing materials in a custom Deliverable, the Contractor must disclose that desire to the State and obtain written approval from the State for doing so in advance. On the request of the Contractor, the State will incorporate any proprietary notice that Contractor may reasonably want for any Pre-existing Materials included in a custom Deliverable in all copies the State makes of that Deliverable.

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

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

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



The disclosure of the Confidential Information of the Disclosing Party in a manner inconsistent with the terms of this provision may cause the Disclosing Party irreparable damage for which remedies other than injunctive relief may be inadequate, and each Receiving Party agrees that in the event of a breach of the Receiving Party's obligations hereunder, the Disclosing Party will be entitled to 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  
GSD Business Office  
4200 Surface Road  
Columbus, OH 43228

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

## **7 - WARRANTIES AND LIABILITIES**

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

- (a) Be 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;

- (c) Be the work solely of the Contractor, unless otherwise provided in this Contract; and
- (d) 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:

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

If any work of the Contractor or any Deliverable fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor must correct such failure with all due speed, not to exceed 30 days, or refund the amount of the compensation paid for the Deliverable. The Contractor also must indemnify the State for any direct damages and any claims by third parties based on any breach of these warranties.

**7.2 SOFTWARE WARRANTY.** If Exhibit I includes work to develop custom software as a Deliverable, then on delivery and for one year after the date of acceptance of any Deliverable that includes custom software, the Contractor warrants that:

- (a) The software will operate on the computer(s) for which the software is intended in the manner described in the relevant software documentation;
- (b) The software will 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) The software and all maintenance will be provided in a professional, timely, and efficient manner.

For Commercial Software developed by the Contractor or licensed from a third party, the Contractor represents and warrants that it either has the right or has obtained a binding commitment from the third party licensor to make the following warranties and commit to the following maintenance obligations. During the warranty period described in the next paragraph, the Contractor must:

- (a) Maintain or cause the third-party licensor to maintain the Commercial Software so that it operates in the manner described in its documentation;
- (b) Supply technical bulletins and updated user guides;
- (c) Supply the State with all updates, improvements, enhancements, and modifications to the Commercial Software and documentation and, if available, the commentary and the source code;
- (d) Correct or replace the software and remedy any material programming error that is attributable to the Contractor or the third-party licensor; and
- (e) Maintain or obtain 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.

For Commercial Software designed for mainframe platforms and for Commercial Software designed for PC or PC-based servers and costing more than \$10,000.00 per license or per copy, the warranty period will be the longer of one year after acceptance or the licensor's standard warranty period. For Commercial Software designed for PC or PC-based servers and costing less than \$10,000.00 per license or per copy, the warranty period will be the longer of three months after acceptance or the licensor's standard warranty period. For PC and PC-based servers, the warranty will not include updates, improvements, enhancements, or modifications to the Commercial Software and documentation, if such are not provided as part of the licensor's standard warranty or license fee.

Software documentation means well written, readily understood, clear, and concise instructions for the software's users as well as a system administrator. The software documentation must provide the users of the software with meaningful instructions on how to take full advantage of all of the capabilities designed for end users. It also means installation and system administration documentation for a system administrator to allow proper control, configuration, and management of the software. Source code means the uncompiled operating instructions. The Contractor must provide the source code in the language in which it was written and must include such commentary or annotations as would allow a competent programmer proficient in the source language to readily interpret the source code and understand the purpose of all routines and subroutines contained within the source code.

**7.3 EQUIPMENT WARRANTY.** If any computer hardware or other type of electrical equipment ("Equipment") will be a part of any Deliverable, the following warranties apply. The Contractor warrants that the Equipment fully complies with all government environmental and safety standards applicable to the Equipment. The Contractor also warrants for the warranty period described in the next paragraph that the Equipment will perform substantially in accordance with its user manuals, technical materials, and related writings published by the manufacturer with respect to such Equipment, and that such Equipment will achieve any function described in such writings. The foregoing warranty will not apply to Equipment that the State modifies or damages after title passes to it. The warranty period for all Equipment will be the longer of one year after the State accepts the Equipment or the Contractor's standard warranty period.

If any Equipment does not meet the above warranties during the applicable warranty period, the Contractor must fix the nonconforming Equipment so it performs substantially in accordance with its user manuals, technical materials, and related publications, replace the Equipment, or grant the State a refund equal to the amount it paid for the Equipment. The Contractor must either fix or replace the Equipment or refund the purchase price to the State with all due speed, not to exceed seven days in the case of a fix or a replacement or 30 days in the case of a refund. The Contractor will be responsible for all shipping costs associate with fixing, replacing, or returning any defective equipment.

**7.4 INDEMNITY.** The Contractor must indemnify the State against all liability or expense resulting from bodily injury to any person (including injury resulting in death) or damage to property arising out of 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 Deliverable and the fee for any other Deliverable that required the availability of the infringing Deliverable for it to be useful to the State.

**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 WILL BE LIABLE FOR ALL DIRECT DAMAGES DUE TO THE FAULT OR NEGLIGENCE OF THE CONTRACTOR OR ITS BREACH OF ANY PROVISION OF THIS CONTRACT.

## 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, either orally or 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 state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Ohio Revised Code Section 125.111 and all related Executive Orders.

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

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

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

BY:   
\_\_\_\_\_

BY:   
ROBERT BLAIR, DIRECTOR,  
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE: JULY 15, 2015

DATE: 7/21/15

**Exhibit I**

CSDC Systems, Inc.									
Updated GSA Price List									
Manuf.	Model Number	SIN	Description	Commercial List Price	GSA Discount	GSA Price W/O IFF	GSA Price With IFF	Warranty	COO
CSDC	AMNDA-U15	132-33	CSDC AMANDA concurrent user Access Licence. AMANDA is a web-based commercial-off-the-shelf (COTS) product that enables business process automation for local, county, state and provincial government agencies. Its flexible and configurable design provides an ideal platform for configuring powerful licensing, permitting, planning and compliance. (1st to 5th user - per user)	4500	12%	3960	3990	90 Days	Canada
CSDC	AMNDA-U620	132-33	CSDC AMANDA concurrent user Access Licence. AMANDA is a web-based commercial-off-the-shelf (COTS) product that enables business process automation for local, county, state and provincial government agencies. Its flexible and configurable design provides an ideal platform for configuring powerful licensing, permitting, planning and compliance. (6th to 20th user - per user)	4005	12%	3524	3551	90 Days	Canada
CSDC	AMNDA-U2145	132-33	CSDC AMANDA concurrent user Access Licence. AMANDA is a web-based commercial-off-the-shelf (COTS) product that enables business process automation for local, county, state and provincial government agencies. Its flexible and configurable design provides an ideal platform for configuring powerful licensing, permitting, planning and compliance. (21st to 45th user - per user)	3240	12%	2851	2873	90 Days	Canada
CSDC	AMNDA-U46100	132-33	CSDC AMANDA concurrent user Access Licence. AMANDA is a web-based commercial-off-the-shelf (COTS) product that enables business process automation for local, county, state and provincial government agencies. Its flexible and configurable design provides an ideal platform for configuring powerful licensing, permitting, planning and compliance. (46th to 100th user - per user)	2610	12%	2297	2314	90 Days	Canada
CSDC	AMNDA-U101200	132-33	CSDC AMANDA concurrent user Access Licence. AMANDA is a web-based commercial-off-the-shelf (COTS) product that enables business process automation for local, county, state and provincial government agencies. Its flexible and configurable design provides an ideal platform for configuring powerful licensing, permitting, planning and compliance. (101st to 200th user - per user)	1755	12%	1544	1556	90 Days	Canada
CSDC	AMNDA-U201500	132-33	CSDC AMANDA concurrent user Access Licence. AMANDA is a web-based commercial-off-the-shelf (COTS) product that enables business process automation for local, county, state and provincial government agencies. Its flexible and configurable design provides an ideal platform for configuring powerful licensing, permitting, planning and compliance. (201st to 500th user - per user)	1180	12%	1038	1046	90 Days	Canada
CSDC	AMNDA-Mod-Permit	132-33	AMANDA Business Automation Module for Permits of various types such as Building, Demolition, Environment, Crown Owned Land, Mining and Exploration and other Permits. This module manages the entire process from application intake to plan and other reviews, through to code enforcement and inspection scheduling.	20000	8%	18400	18539.04	90 Days	Canada
CSDC	AMNDA-Mod-Planning	132-33	AMANDA Business Automation Module for Short- and Long-term Planning and Land Development including planning projects, subdivisions, commercial developments, industrial developments, agreements, appeals, hearings, consultations etc.	15000	8%	13800	13904.28	90 Days	Canada



CSDC	AMNDA-Mod-ProfLicense	132-33	AMANDA Business Automation Module for Enterprise Professional Licence management. This module manages the entire license process from application intake to reviews, credential verification, renewals, audits, fees, and compliance activities.	12000	8%	11040	11123.43	90 Days	Canada
CSDC	AMNDA-Mod-BusLicense	132-33	AMANDA Business Automation Module for Enterprise Business Licencing for regulated industries such as Drug, Alcohol, Tobacco, Insurance, Finance, Food Processing, Oil and Gas etc. This module automates the entire licensing process including application intake, review, insurance, renewals, fees, and compliance activities.	12000	8%	11040	11123.43	90 Days	Canada
CSDC	AMNDA-Mod-GamLicense	132-33	AMANDA Business Automation Module for Managing Gaming Licensing such as lottery, slots, raffles, break-open, VLT and bingo events, cards, tables and more. This module automate all aspects of the gaming licensing lifecycle including application intake, review, issuance, renewal, fees, and enforcement, and compliance.	15000	8%	13800	13904.28	90 Days	Canada
CSDC	AMNDA-Mod-Vehicle	132-33	AMANDA Business Automation Module for Special Vehicle Licences such as Taxi, Emergency, Construction, Heavy Industry and other types.	15000	8%	13800	13904.28	90 Days	Canada
CSDC	AMNDA-Mod-RFS	132-33	AMANDA Business Automation Module for Integrated Request Call Center and complaints management system designed to automate the receipt, scheduling and dispatching of service requests including professional investigations and preparation of materials for a hearing or docket.	15000	8%	13800	13904.28	90 Days	Canada
CSDC	AMNDA-Mod-HealthTrk	132-33	AMANDA Business Automation Module for Tracking Public and Animal Health Cases and programs for Communicable Diseases, Occupational Therapy, Program Delivery, Rabies, Health & Human Issues, Safe Water and more). This flexible solution tracks all details about the case, including the service address, case manager, consents given to provide the services and tracks all related workflow and program costs.	20000	8%	18400	18539.04	90 Days	Canada
CSDC	AMNDA-Mod-Cashier	132-33	AMANDA Business Automation Module for Integrated One-stop Cashiering and receipting of payments for AMANDA and other transactions from third-party systems.	20000	8%	18400	18539.04	90 Days	Canada
CSDC	AMNDA-Mod-TrustAcctnt	132-33	AMANDA Business Automation Module for Managing Deposits or Trust Accounts. This module manages all deposits made by the account holder, and funds transfers or withdrawals from the account to pay for services or products such as permits or licenses as well as generating related reports such as a monthly statement of activity.	12000	8%	11040	11123.43	90 Days	Canada
CSDC	AMNDA-Mod-Securities	132-33	AMANDA Business Automation Module for Tracking Securities such as letters of credit or bonds required for a permit or license. This module track multiple purposes for a letter of credit and tracks all deposits, withdraws and disbursements and releases. The bank holding the letter of credit for a project is also tracked as well as all workflow related to the security. Monthly reports can be generated showing all related	12000	8%	11040	11123.43	90 Days	Canada
CSDC	AMNDA-Mod-TAT	132-33	AMANDA Business Automation Module for Time and Activity Tracking related to projects, cases, workflow as well as employee time for training, vacation, and other related events. The Time and Activity Module is critical for integrated project cost accounting.	12000	8%	11040	11123.43	90 Days	Canada
CSDC	AMNDA-Mod-Cert	132-33	AMANDA Business Automation Module for Tracking Certification-related Courses, exams locations and results needed to obtain or retain a certification or credential for a licence.	12000	8%	11040	11123.43	90 Days	Canada
CSDC	AMNDA-Mod-Insurance	132-33	AMANDA Business Automation Module for Tracking Insurance related to professional, business, vehicle/fleet or other licensing activities including insurer, coverage, liability limits, renewal periods etc.	12000	8%	11040	11123.43	90 Days	Canada
CSDC	AMNDA-Mod-InfoRef	132-33	AMANDA Business Automation Module for Knowledge Management. This repository can be used as a phone book and reference book. All information can be tagged with multiple attributes to facilitate searches. External websites can also be linked into the reference book.	6000	8%	5520	5561.71	90 Days	Canada

CSDC	AMNDA-Mod-ExecMon	132-33	AMANDA Executive Monitor is a browser-based module for controlling key performance indicators (KPI) defined for each manager. This is a reporting tool to web-enable existing and new management reports as KPI monitors. Monitors are used to track trends, alerts, summaries, warnings, ticklers and other reminders. Managers can drill down to get details from AMANDA folders.	15000	8%	13800	13904.28	90 Days	Canada
CSDC	AMNDA-Opt-DevCon	132-33	AMANDA Development Conditions Management for Building, Planning and Land Development including conditions (development and legal) applied to a property or project. It allows controlled inheritance or cascading of Conditions established at the Planning stage of a project to be enforced in subsequent stages, such as, Permits, Cases, Code Enforcement actions, etc., which are part of the overall sequence of phases in development projects.	12000	8%	11040	11123.43	90 Days	Canada
CSDC	AMNDA-Opt-Enhlspect	132-33	AMANDA Enhanced Inspections allows inspectors in the field to quickly enter deficiencies and remedies defined for each type of inspection. The inspectors will point-and-click to enter data using handheld tablets.	12000	8%	11040	11123.43	90 Days	Canada
CSDC	AMNDA-Opt-MilestoneMon	132-33	AMANDA Milestone Monitor provides a management view of the scheduled steps needed to complete the state review process.	12000	8%	11040	11123.43	90 Days	Canada
CSDC	AMNDA-Opt-MMD	132-33	AMANDA Merge Documents helps users to generate, save, print and email any file, report, form, document or letter by merging templates with AMANDA data. Documents or letters are generated as merge letters with standard text and selected data in a Word letter. Notices and letters can also be generated directly in PDF format for printing or emailing.	12000	8%	11040	11123.43	90 Days	Canada
CSDC	AMNDA-Opt-Scan	132-33	AMANDA Scan Station is a client program that coordinates the scanning and attachment of documents to AMANDA Cases, Folder, Property, People and Process records. Price is per Station.	1000	8%	920	926.95	90 Days	Canada
CSDC	AMNDA-Mob-MobiServer	132-33	AMANDA Mobile Server supports the AMANDA Mobile Client inspections in the field. This sophisticated inspection, audit and compliance application is an easy-to-use decision support tool that fully validates information entered and ensures accurate updating and synchronization with the main AMANDA database. . Priced per 2CPU (virtual / physical) server.	16000	8%	14720	14831.23	90 Days	Canada
CSDC	AMNDA-Mob-MobiClient	132-33	AMANDA Mobile Client named user license is offline - online easy to use decision support and data collection tool for inspections, audits and compliance investigations and citation issuance.	1500	8%	1380	1390.43	90 Days	Canada
CSDC	AMNDA-Review-Server	132-33	AMANDA Review Server securely supports external reviewers with a rich set of features to allow users to review work assignments, cases and related projects and to enter approvals or conditions for acceptance including related document markup.	15000	8%	13800	13904.28	90 Days	Canada
CSDC	AMNDA-Review-User	132-33	AMANDA Review named user access license connects to the review server to facilitate external agency, departmental or workgroup reviews and case input.	1200	8%	1104	1112.34	90 Days	Canada
CSDC	AMNDA-IVRGtwy	132-33	AMANDA IVR Gateway for Selectron IVR. Helps customers to quickly request inspections or verify inspection results by using telephones. There are fax-back and voice-mail options that can handle most situations. The IVR system is a combination of hardware and software provided and installed by Selectron, a third party. The AMANDA IVR option allows IVR systems to access and update the AMANDA database in real time.	21000	8%	19320	19465.99	90 Days	Canada
CSDC	AMNDA-GISAdapt	132-33	AMANDA GIS Adaptor is required to support the real-time interface between a GIS viewer accessing a GIS database (e.g. ESRI ArcIMS) and AMANDA. Any detailed map of a parcel or a group of parcels in AMANDA can be displayed. The two-way data access allows users to select AMANDA Property records for parcel map display or select parcels in a map for AMANDA processing. The specific components are dependent on the format of the GIS database.	15000	8%	13800	13904.28	90 Days	Canada

CSDC	AMNDA-BatchSched	132-33	AMANDA Batch Scheduler is a tool to automate repetitive AMANDA functions such as generating reports, scheduling events or creating notifications and merge documents. Batch schedule can also be used for scheduled imports to AMANDA or exports from AMANDA.	15000	8%	13800	13904.28	90 Days	Canada
CSDC	AMNDA-EAIServ	132-33	AMANDA EAI Server is an enterprise application integration tool for connecting any number of systems to AMANDA using XML. Included in the server is 1 system connection license.	20000	8%	18400	18539.04	90 Days	Canada
CSDC	AMNDA-EAIAdd	132-33	Each Additional EAI Connection with another system through AMANDA EAI requires the purchase of a connection license. Each connection n can be real time, scheduled or queued.	15000	8%	13800	13904.28	90 Days	Canada
CSDC	AMNDA-WbSrvPort	132-33	AMANDA Web Services Toolkit for Portal per virtual or physical CPU. Unlimited number of connects or accesses.	30000	8%	27600	27808.56	90 Days	Canada
CSDC	AMNDA-WbSrvPort-AdP	132-33	AMANDA Web Services Toolkit for Portal additional processor license - per virtual or physical processor.	10000	8%	9200	9269.52	90 Days	Canada
CSDC	AMNDA-PP-UsrR	132-33	User Registration Package supports: Web Form Registration, Edit / Modify Existing Registration, PIN based Registration, Reset / Password Recovery, Login using AMANDA Authentication, Captcha	10000	8%	9200	9269.52	90 Days	Canada
CSDC	AMNDA-PP-Pay	132-33	Payment Package supports: Payment via credit card, Email receipt of payment, Pay via mail in with notice when payment received	10000	8%	9200	9269.52	90 Days	Canada
CSDC	AMNDA-PP-RFS	132-33	RFS Package supports: Submit an information request, Submit a complaint on an individual, Submit a complaint about a property, Submit a complaint about location	20000	8%	18400	18539.04	90 Days	Canada
CSDC	AMNDA-PP-PubSrch	132-33	Public Search Package: Search for Permits on Property, Search for Property, Search for Licenses on Property, Search for Complaints on Property, Search for Licensed Contractors	10000	8%	9200	9269.52	90 Days	Canada
CSDC	AMNDA-PP-Prmt	132-33	Permit Package supports: Apply for Permit, My Permits, Upload Attachment, Receive Approved Permit via email, Received Notice via Email	10000	8%	9200	9269.52	90 Days	Canada
CSDC	AMNDA-PP-BusL	132-33	Business License Package supports: Apply for Business License My Business License Upload Attachment, Receive Approved License via email, Received Notice via Email	10000	8%	9200	9269.52	90 Days	Canada
CSDC	AMNDA-PP-ProfL	132-33	Professional License Package supports: Apply for Professional License My Professional License Upload Attachment, Add Certification, Receive Approved License via email, Received Notice via Email	10000	8%	9200	9269.52	90 Days	Canada
CSDC	AMNDA-PP-GamL	132-33	Gaming License Package supports: Apply for Gaming License My Gaming License Upload Attachment, Submit License Report, Update Event Details, Receive Approved License via email, Received Notice via Email	20000	8%	18400	18539.04	90 Days	Canada
CSDC	AMNDA-PP-VehL	132-33	Vehicle License Package supports: Apply for Vehicle License, My Vehicle License, Upload Attachment, Submit Insurance Details, Manage License Fleet, Receive Approved License via email, Received Notice via Email	30000	8%	27600	27808.56	90 Days	Canada
CSDC	AMNDA-PP-Insp	132-33	Inspection Package supports: Request Inspection, Cancel Inspection. View Inspection Results,	10000	8%	9200	9269.52	90 Days	Canada
CSDC	AMNDA-PP-InspE	132-33	Inspection Extension supports: Display a list of Deficiencies and Comply by dates, deliver notice via Email, Deliver notice via SMS	5000	8%	4600	4634.76	90 Days	Canada
CSDC	AMNDA-PP-RnwL	132-33	Renew License Package supports: Receive renewal notification, select method of notification, renew via pin, renew anonymous, renew using password, renewal multiple	20000	8%	18400	18539.04	90 Days	Canada
CSDC	AMNDA-PP-ComLtr	132-33	Request & Receive Compliance Letter Package supports: Request a Property Compliance letter, receive letter via email or My Documents	10000	8%	9200	9269.52	90 Days	Canada
CSDC	AMNDA-PP-AAcpt	132-33	Authentication Adapter for verifying registered users against LDAP or Active Directory.	10000	8%	9200	9269.52	90 days	Canada
CSDC	AMNDA-PP-P300	132-33	Public Portal Non-Production Server: For Development, Test or staging per instance.	1000	99.9%	1	1.01	90 days	Canada
CSDC	AMNDA-PP-P301	132-33	Public Portal Production Server: Per active production instance. Supports up to 50 Smartlets.	18000	8%	16560	16685.14	90 Days	Canada

CSDC	AMNDA-PP-P310	132-33	SmartGuide Designer License: Drag and Drop Smartlet forms and workflow designer.	2500	8%	2300	2317.38	90 Days	Canada
CSDC	AMNDA-PP-P320	132-33	Smartlet 10 pack - 10 pack of Smartlet based forms.	22000	8%	20240	20392.95	90 Days	Canada
CSDC	AMNDA-PP-P321	132-33	Smartlet 25 pack- 25 pack of Smartlet based forms.	50000	8%	46000	46347.61	90 Days	Canada
CSDC	AMNDA-U15-M	132-34	CSDC Maintenance AMANDA concurrent user Access Licence. AMANDA is a web-based commercial-off-the-shelf (COTS) product that enables business process automation for local, county, state and provincial government agencies. Its flexible and configurable design provides an ideal platform for configuring powerful licensing, permitting, planning and compliance. (1st to 5th user - per user)	900	8%	828	834	90 Days	Canada
CSDC	AMNDA-U620-M	132-34	CSDC Maintenance AMANDA concurrent user Access Licence. AMANDA is a web-based commercial-off-the-shelf (COTS) product that enables business process automation for local, county, state and provincial government agencies. Its flexible and configurable design provides an ideal platform for configuring powerful licensing, permitting, planning and compliance. (6th to 20th user - per user)	801	8%	737	742	90 Days	Canada
CSDC	AMNDA-U2145-M	132-34	CSDC Maintenance AMANDA concurrent user Access Licence. AMANDA is a web-based commercial-off-the-shelf (COTS) product that enables business process automation for local, county, state and provincial government agencies. Its flexible and configurable design provides an ideal platform for configuring powerful licensing, permitting, planning and compliance. (21st to 45th user - per user)	648	8%	596	601	90 Days	Canada
CSDC	AMNDA-U46100-M	132-34	CSDC Maintenance AMANDA concurrent user Access Licence. AMANDA is a web-based commercial-off-the-shelf (COTS) product that enables business process automation for local, county, state and provincial government agencies. Its flexible and configurable design provides an ideal platform for configuring powerful licensing, permitting, planning and compliance. (46th to 100th user - per user)	522	8%	480	484	90 Days	Canada
CSDC	AMNDA-U101200-M	132-34	CSDC Maintenance AMANDA concurrent user Access Licence. AMANDA is a web-based commercial-off-the-shelf (COTS) product that enables business process automation for local, county, state and provincial government agencies. Its flexible and configurable design provides an ideal platform for configuring powerful licensing, permitting, planning and compliance. (101st to 200th user - per user)	351	8%	323	325	90 Days	Canada
CSDC	AMNDA-U201500-M	132-34	CSDC Maintenance AMANDA concurrent user Access Licence. AMANDA is a web-based commercial-off-the-shelf (COTS) product that enables business process automation for local, county, state and provincial government agencies. Its flexible and configurable design provides an ideal platform for configuring powerful licensing, permitting, planning and compliance. (201st to 500th user - per user)	236	8%	217	219	90 Days	Canada
CSDC	AMNDA-Mod-Permit-M	132-34	Maintenance AMANDA Business Automation Module for Permits of various types such as Building, Demolition, Environment, Crown Owned Land, Mining and Exploration and other Permits. This module manages the entire process from application intake to plan and other reviews, through to code enforcement and inspection scheduling.	4000	8%	3680	3707.81	90 Days	Canada
CSDC	AMNDA-Mod-Planning-M	132-34	Maintenance AMANDA Business Automation Module for Short- and Long-term Planning and Land Development including planning projects, subdivisions, commercial developments, industrial developments, agreements, appeals, hearings, consultations etc.	3000	8%	2760	2780.86	90 Days	Canada
CSDC	AMNDA-Mod-ProfLicense-M	132-34	Maintenance AMANDA Business Automation Module for Enterprise Professional Licence management. This module manages the entire license process from application intake to reviews, credential verification, renewals, audits, fees, and compliance activities.	2400	8%	2208	2224.69	90 Days	Canada

CSDC	AMNDA-Mod-BusLicense-M	132-34	Maintenance AMANDA Business Automation Module for Enterprise Business Licencing for regulated industries such as Drug, Alcohol, Tobacco, Insurance, Finance, Food Processing, Oil and Gas etc. This module automates the entire licensing process including application intake, review, insurance, renewals, fees, and compliance activities.	2400	8%	2208	2224.69	90 Days	Canada
CSDC	AMNDA-Mod-GamLicense-M	132-34	Maintenance AMANDA Business Automation Module for Managing Gaming Licensing such as lottery, slots, raffles, break-open, VLT and bingo events, cards, tables and more. This modules automate all aspects of the gaming licensing lifecycle including application intake, review, issuance, renewal, fees, and enforcement, and compliance.	3000	8%	2760	2780.86	90 Days	Canada
CSDC	AMNDA-Mod-Vehicle-M	132-34	Maintenance AMANDA Business Automation Module for Special Vehicle Licences such as Taxi, Emergency, Construction, Heavy Industry and other types.	3000	8%	2760	2780.86	90 Days	Canada
CSDC	AMNDA-Mod-RFS-M	132-34	Maintenance AMANDA Business Automation Module for Integrated Request Call Center and complaints management system designed to automate the receipt, scheduling and dispatching of service requests including professional investigations and preparation of materials for a hearing or docket.	3000	8%	2760	2780.86	90 Days	Canada
CSDC	AMNDA-Mod-HealthTrk-M	132-34	Maintenance AMANDA Business Automation Module for Tracking Public and Animal Health Cases and programs for Communicable Diseases, Occupational Therapy, Program Delivery, Rabies, Health & Human Issues, Safe Water and more). This flexible solution tracks all details about the case, including the service address, case manager, consents given to provide the services and tracks all related workflow and program costs.	4000	8%	3680	3707.81	90 Days	Canada
CSDC	AMNDA-Mod-Cashier-M	132-34	Maintenance AMANDA Business Automation Module for Integrated One-stop Cashiering and receipting of payments for AMANDA and other transactions from third-party systems.	4000	8%	3680	3707.81	90 Days	Canada
CSDC	AMNDA-Mod-TrustAcct-M	132-34	Maintenance AMANDA Business Automation Module for Managing Deposits or Trust Accounts. This module manages all deposits made by the account holder, and funds transfers or withdrawals from the account to pay for services or products such as permits or licenses as well as generating related reports such as a monthly statement of activity.	2400	8%	2208	2224.69	90 Days	Canada
CSDC	AMNDA-Mod-Securities-M	132-34	Maintenance AMANDA Business Automation Module for Tracking Securities such as letters of credit or bonds required for a permit or license. This module track multiple purposes for a letter of credit and tracks all deposits, withdraws and disbursements and releases. The bank holding the letter of credit for a project is also tracked as well as all workflow related to the security. Monthly reports can be generated showing all related	2400	8%	2208	2224.69	90 Days	Canada
CSDC	AMNDA-Mod-TAT-M	132-34	Maintenance AMANDA Business Automation Module for Time and Activity Tracking related to projects, cases, workflow as well as employee time for training, vacation, and other related events. The Time and Activity Module is critical for integrated project cost accounting.	2400	8%	2208	2224.69	90 Days	Canada
CSDC	AMNDA-Mod-Cert-M	132-34	Maintenance AMANDA Business Automation Module for Tracking Certification-related Courses, exams locations and results needed to obtain or retain a certification or credential for a licence.	2400	8%	2208	2224.69	90 Days	Canada
CSDC	AMNDA-Mod-Insurance-M	132-34	Maintenance AMANDA Business Automation Module for Tracking Insurance related to professional, business, vehicle/fleet or other licensing activities including insurer, coverage, liability limits, renewal periods etc.	2400	8%	2208	2224.69	90 Days	Canada
CSDC	AMNDA-Mod-InfoRef-M	132-34	Maintenance AMANDA Business Automation Module for Knowledge Management. This repository can be used as a phone book and reference book. All information can be tagged with multiple attributes to facilitate searches. External websites can also be linked into the reference book.	1200	8%	1104	1112.34	90 Days	Canada

CSDC	AMNDA-Mod-ExecMon-M	132-34	Maintenance AMANDA Executive Monitor is a browser-based module for controlling key performance indicators (KPI) defined for each manager. This is a reporting tool to web-enable existing and new management reports as KPI monitors. Monitors are used to track trends, alerts, summaries, warnings, ticklers and other reminders. Managers can drill down to get details from AMANDA folders.	3000	8%	2760	2780.86	90 Days	Canada
CSDC	AMNDA-Opt-DevCon-M	132-34	Maintenance AMANDA Development Conditions Management for Building, Planning and Land Development including conditions (development and legal) applied to a property or project. It allows controlled inheritance or cascading of Conditions established at the Planning stage of a project to be enforced in subsequent stages, such as, Permits, Cases, Code Enforcement actions, etc., which are part of the overall sequence of phases in development projects.	2400	8%	2208	2224.69	90 Days	Canada
CSDC	AMNDA-Opt-EnhInspect-M	132-34	Maintenance AMANDA Enhanced Inspections allows inspectors in the field to quickly enter deficiencies and remedies defined for each type of inspection. The inspectors will point-and-click to enter data using handheld tablets.	2400	8%	2208	2224.69	90 Days	Canada
CSDC	AMNDA-Opt-MilestoneMon-M	132-34	Maintenance AMANDA Milestone Monitor provides a management view of the scheduled steps needed to complete the state review process.	2400	8%	2208	2224.69	90 Days	Canada
CSDC	AMNDA-Opt-MMD-M	132-34	Maintenance AMANDA Merge Documents helps users to generate, save, print and email any file, report, form, document or letter by merging templates with AMANDA data. Documents or letters are generated as merge letters with standard text and selected data in a Word letter. Notices and letters can also be generated directly in PDF format for printing or emailing.	2400	8%	2208	2224.69	90 Days	Canada
CSDC	AMNDA-Opt-Scan-M	132-34	Maintenance AMANDA Scan Station is a client program that coordinates the scanning and attachment of documents to AMANDA Cases, Folder, Property, People and Process records. Price is per Station.	200	8%	184	185.39	90 Days	Canada
CSDC	AMNDA-Mob-MobiServer-M	132-34	Maintenance AMANDA Mobile Server supports the AMANDA Mobile Client application in the field. This sophisticated inspection, audit and compliance application is an easy-to-use decision support tool that fully validates information entered and ensures accurate updating and synchronization with the main AMANDA database. Priced per 2CPU (virtual / physical) server.	3200	8%	2944	2966.25	90 Days	Canada
CSDC	AMNDA-Mob-MobiClient-M	132-34	Maintenance AMANDA Mobile Client named user license is offline - online easy to use decision support and data collection tool for inspections, audits and compliance investigations and citation issuance.	300	8%	276	278.09	90 Days	Canada
CSDC	AMNDA-Review-Server-M	132-34	Maintenance AMANDA Review Server securely supports external reviewers with a rich set of features to allow users to review work assignments, cases and related projects and to enter approvals or conditions for acceptance including related document markup.	3000	8%	2760	2780.86	90 Days	Canada
CSDC	AMNDA-Review-User-M	132-34	Maintenance AMANDA Review named user access license connects to the review server to facilitate external agency, departmental or workgroup reviews and case input.	240	8%	220.8	222.47	90 Days	Canada
CSDC	AMNDA-IVRGtwy-M	132-34	Maintenance AMANDA IVR Gateway for Selectron IVR. Helps customers to quickly request inspections or verify inspection results by using telephones. There are fax-back and voice-mail options that can handle most situations. The IVR system is a combination of hardware and software provided and installed by Selectron, a third party. The AMANDA IVR option allows IVR systems to access and update the AMANDA database in real time.	4200	8%	3864	3893.20	90 Days	Canada
CSDC	AMNDA-GISAdapt-M	132-34	Maintenance AMANDA GIS Adaptor is required to support the real-time interface between a GIS viewer accessing a GIS database (e.g. ESRI ArcIMS) and AMANDA. Any detailed map of a parcel or a group of parcels in AMANDA can be displayed. The two-way data access allows users to select AMANDA Property records for parcel map display or select parcels in a map for AMANDA processing. The specific components are dependent on the format of the GIS database.	3000	8%	2760	2780.86	90 Days	Canada

CSDC	AMNDA-BatchSched-M	132-34	Maintenance AMANDA Batch Scheduler is a tool to automate repetitive AMANDA functions such as generating reports, scheduling events or creating notifications and merge documents. Batch schedule can also be used for scheduled imports to AMANDA or exports from AMANDA.	3000	8%	2760	2780.86	90 Days	Canada
CSDC	AMNDA-EAIServ-M	132-34	Maintenance AMANDA EAI Server is an enterprise application integration tool or connecting any number of systems to AMANDA using XML. Included in the server is 1 system connection license.	4000	8%	3680	3707.81	90 Days	Canada
CSDC	AMNDA-EAIAdd-M	132-34	Maintenance Each Additional EAI Connection with another system through AMANDA EAI requires the purchase of a connection license. Each connection can be real time, scheduled or queued.	3000	8%	2760	2780.86	90 Days	Canada
CSDC	AMNDA-WbSrvPort-M	132-34	Maintenance AMANDA Web Services Toolkit for Portal per virtual or physical CPU. Unlimited number of connects or accesses.	6000	8%	5520	5561.71	90 Days	Canada
CSDC	AMNDA-WbSrvPort-AdP-M	132-34	Maintenance AMANDA Web Services Toolkit for Portal additional processor license - per virtual or physical processor.	2000	8%	1840	1853.90	90 Days	Canada
CSDC	AMNDA-PP-UsrR-M	132-34	Maintenance User Registration Package supports: Web Form Registration, Edit / Modify Existing Registration, PIN based Registration, Reset / Password Recovery, Login using AMANDA Authentication, Captcha	2000	8%	1840	1853.90	90 Days	Canada
CSDC	AMNDA-PP-Pay-M	132-34	Maintenance Payment Package supports: Payment via credit card, Email receipt of payment, Pay via mail in with notice when payment received	2000	8%	1840	1853.90	90 Days	Canada
CSDC	AMNDA-PP-RFS-M	132-34	Maintenance RFS Package supports: Submit an information request, Submit a complaint on an individual, Submit a complaint about a property, Submit a complaint about location	4000	8%	3680	3707.81	90 Days	Canada
CSDC	AMNDA-PP-PubSrch-M	132-34	Maintenance Public Search Package: Search for Permits on Property, Search for Property, Search for Licenses on Property, Search for Complaints on Property, Search for Licensed Contractors	2000	8%	1840	1853.90	90 Days	Canada
CSDC	AMNDA-PP-Prmt-M	132-34	Maintenance Permit Package supports: Apply for Permit, My Permits, Upload Attachment, Receive Approved Permit via email, Received Notice via Email	2000	8%	1840	1853.90	90 Days	Canada
CSDC	AMNDA-PP-BusL-M	132-34	Maintenance Business License Package supports: Apply for Business License My Business License Upload Attachment, Receive Approved License via email, Received Notice via Email	2000	8%	1840	1853.90	90 Days	Canada
CSDC	AMNDA-PP-ProfL-M	132-34	Maintenance Professional License Package supports: Apply for Professional License My Professional License Upload Attachment, Add Certification, Receive Approved License via email, Received Notice via Email	2000	8%	1840	1853.90	90 Days	Canada
CSDC	AMNDA-PP-GamL-M	132-34	Maintenance Gaming License Package supports: Apply for Gaming License My Gaming License Upload Attachment, Submit License Report, Update Event Details, Receive Approved License via email, Received Notice via Email	4000	8%	3680	3707.81	90 Days	Canada
CSDC	AMNDA-PP-VehL-M	132-34	Maintenance Vehicle License Package supports: Apply for Vehicle License, My Vehicle License, Upload Attachment, Submit Insurance Details, Manage License Fleet, Receive Approved License via email, Received Notice via Email	6000	8%	5520	5561.71	90 Days	Canada
CSDC	AMNDA-PP-Insp-M	132-34	Maintenance Inspection Package supports: Request Inspection, Cancel Inspection. View Inspection Results,	2000	8%	1840	1853.90	90 Days	Canada
CSDC	AMNDA-PP-InspE-M	132-34	Maintenance Inspection Extension supports: Display a list of Deficiencies and Comply by dates, deliver notice via Email, Deliver notice via SMS	1000	8%	920	926.95	90 Days	Canada
CSDC	AMNDA-PP-RnwL-M	132-34	Maintenance Renew License Package supports: Receive renewal notification, select method of notification, renew via pin, renew anonymous, renew using password, renewal multiple	4000	8%	3680	3707.81	90 Days	Canada
CSDC	AMNDA-PP-ComLtr-M	132-34	Maintenance Request & Receive Compliance Letter Package supports: Request a Property Compliance letter, receive letter via email or My Documents	2000	8%	1840	1853.90	90 Days	Canada
CSDC	AMNDA-PP-Aadpt-M	132-34	Maintenance Authentication Adapter for verifying registered users against LDAP or Active Directory.	2000	8%	1840	1853.90	90 Days	Canada
CSDC	AMNDA-PP-P300-M	132-34	Maintenance Public Portal Non-Production Server: For Development, Test or staging, per instance.	200	8%	184	185.39	90 Days	Canada

CSDC	AMNDA-PP-P301-M	132-34	Maintenance Public Portal Production Server: Per active production instance. Supports up to 50 Smartlets.	3600	8%	3312	3337.03	90 Days	Canada
CSDC	AMNDA-PP-P310-M	132-34	Maintenance SmartGuide Designer License: Drag and Drop Smartlet forms and workflow designer.	500	8%	460	463.48	90 Days	Canada
CSDC	AMNDA-PP-P320-M	132-34	Maintenance Smartlet 10 pack - 10 pack of Smartlet based forms.	4400	8%	4048	4078.59	90 Days	Canada
CSDC	AMNDA-PP-P321-M	132-34	Maintenance Smartlet 25 pack - 25 pack of Smartlet based forms.	10000	8%	9200	9269.52	90 Days	Canada



**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:

2821 W 7th Street, Suite 230  
(Address)

Fort Worth, Texas, 76107  
(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:

6606 Tussing Road  
(Address)

Reynoldsburg OH, 43068-9009  
(City, State, Zip)

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

77 S. High Street, 2nd Floor  
(Name)

Columbus OH, 43215-6123  
(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:

6606 Tussing Road  
(Address)

Reynoldsburg OH, 43068-9009  
(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)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(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:           CSDC Systems Inc            
Contractor

Print Name:           Eric David          

Title:           Executive VP          

Date:           August 8, 2014

**CSDC MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT**

**BETWEEN**

**<Customer Name and Address>**

**AND**

**CSDC Systems Inc.  
1705 Tech Avenue, Unit 1  
Mississauga ON L4W 0A2**

**<date>**

## CSDC MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT

(hereinafter the Support Agreement)

This Support Agreement is made on \_\_\_\_\_ and is made

Between:

CSDC Systems Inc.

of

1705 Tech Avenue, Unit 1  
Mississauga ON L4W 0A2

hereinafter referred to as **Licensor**

and:

**(City/Agency/Province/State Name)**

Address

City, State, Zip

hereinafter referred to as **Licensee**

For:

Licensed Software as listed in Appendix B running on computer processing systems as listed in Appendix C subject to the terms and conditions as set forth herein.

## **CSDC MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT**

### **TABLE OF CONTENTS**

<b><u>SECTION 1: DEFINITIONS</u></b>	<b><u>3</u></b>
<b><u>SECTION 2: TERMS AND CONDITIONS</u></b>	<b><u>4</u></b>
<b><u>APPENDIX A—SUPPORT AGREEMENT DATES</u></b>	<b><u>8</u></b>
<b><u>APPENDIX B—AMANDA SOFTWARE ANNUAL MAINTENANCE</u></b>	<b><u>9</u></b>
<b><u>APPENDIX C—OPERATING ENVIRONMENT</u></b>	<b><u>11</u></b>

## CSDC MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT

### SECTION 1: DEFINITIONS

1. **Support Agreement:** Means this Licensor Maintenance and Technical Support Agreement, its Appendices and any amendments thereto agreed upon by the parties.
2. **Licensor:** Means the company granting the License.
3. **Licensee:** Means the purchaser and user of the Software as defined in Appendix B.
4. **AMANDA Software:** See Licensed Software.
5. **Licensed Software:** Means information which directs a data processing system and associated equipment to perform a function or functions and which may be loaded into or removed from such data processing system as identified in Appendix B.

**Licensed Software** shall also, for purposes of this document, mean:

- 1) a database schema and triggers,
  - 2) client computer program
  - 3) the media containing the Licensed Software programs which is in machine readable form and which will operate on such data processing systems and includes all necessary manuals and documentation related to the software programs as specified in Appendix B of this License.
6. **Software Bugs:** Shall mean errors reported by the Licensed Software (as an error code) during its operation or the inability of the software to perform a function as described in the Licensed Software documentation provided by Licensor.
  7. **Corrections:** Shall mean fixes made to Licensed Software to remove software bugs or workarounds acceptable to the Licensee.
  8. **Upgrade:** Shall mean improvements made by the Licensor to the Licensed Software which relate to operating performance and does not change the basic functions of the Licensed Software.
  9. **Enhancements:** Shall mean modifications made by the Licensor to the Licensed Software which relate to operating performance but also change the basic functions of the Licensed Software.
  10. **Modifications:** Shall mean any programmatic or database schema changes made by the Licensor to the Licensed Software.
  11. **Designated Support Contact:** Shall mean an employee of the Licensee that has been designated by the Licensee, with written notice to Licensor, with the responsibility of reporting Software Bugs, and requesting Upgrades from Licensor.
  12. **Effective Date:** Shall mean the date as defined in Appendix A.
  13. **Expiry Date:** Shall mean the date as defined in Appendix A.

## CSDC MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT

### SECTION 2: TERMS AND CONDITIONS

1. The Effective Date and Expiration Date of this Support Agreement are as outlined in Appendix A.
2. The Licensor hereby agrees to provide, at no additional cost beyond the fees set forth in Appendix B, to the Licensee the following services:
  - a) Support Services: AMANDA support services are provided in the following manner:
    1. Licensor will provide bug fixes to Software Bugs as reported by Licensee.
    2. Licensor will provide reasonable telephone support between the hours of 8:30 am EST to 5:00 pm EST. Such telephone support will be Licensor's best efforts to provide a reasonable level of clarification of documentation and licensed software modules.

Licensor will respond to Licensee's request for support services within four (4) hours. The response time for on-site assistance will be a maximum of sixteen (16) hours.

Support problems can also be reported via email and the web at the following addresses:

E-Mail: [support@csdcscsystems.com](mailto:support@csdcscsystems.com) Web Site: <http://www.csdcscsystems.com>.

- b) Problem Diagnosis. Licensor will provide problem diagnosis for the AMANDA Software and, where possible, will supply corrections for problems that Licensor diagnoses as defects in the AMANDA Software. Licensor will perform these services in a timely manner consistent with the urgency of the situation. Corrective action will follow the following general guidelines:

Severity 1: a critical problem has been encountered such that the AMANDA Software is inoperable. Licensor will respond immediately to diagnose the problem. Licensor and customer personnel will work diligently and continuously to correct the problem as quickly as possible.

Severity 2: a problem has been encountered that does not prevent use of the AMANDA Software, but the system is not operating correctly. Licensor will diagnose the problem and advise Licensee of a work-around as quickly as possible. If requested by Licensee, Licensor will provide a software patch outside the normal release schedule and quality assurance process.

Severity 3: a minor problem has been encountered. The AMANDA Software is usable but could be improved by correction of a minor defect or usability enhancement. Licensor will assess the problem and, depending on priorities, schedule a fix for the next release, advise Licensee that this will not be corrected or offer this change to Licensee as a chargeable customization if Licensee determines it is desirable.

Licensed Software problem support services do not include on-site maintenance or support which, subject to availability of personnel, will be offered to Licensee at a separate charge unless problem cannot be resolved remotely.

- c) Corrections. Licensor will provide corrections to any and all defects in the Licensed Software covered by this Support Agreement, as identified in Appendix B. Software



## CSDC MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT

Bugs must be reported by the Licensee to the Licensor using the Licensee's Standard Problem Report Form or through CSDC's web support site.

- d) Upgrades. Licensor will provide upgrades to all Licensed Software identified in Appendix B as implemented from time to time for the improvement of the Licensed Software.
  - e) Enhancements. Licensor will provide enhancements to all Licensed Software identified in Appendix B as implemented from time to time for the improvement of the Licensed Software.
  - f) Release Currency. Licensor will provide, at no additional charge, new versions and releases of all Licensed Software covered in Appendix B, which may contain Corrections, Upgrades or Enhancements, which have been reported reasonably in advance of the version or release date, for the operating system and RDBMS listed in Appendix C, as new versions and releases become available. The Licensor will maintain release currency with the current database and operating system within ninety (90) days from the date the Licensee notifies Licensor they have obtained a new release of said software.
3. Licensor warrants that the Support to be provided hereunder will be performed to the standards of care and diligence normally practiced by recognized software firms performing services of a similar nature. The Licensee's recourse of remedy for any breach of this Support Agreement will be the right to require Licensor to re-perform the services without additional cost to the Licensee.
  4. Service Escalation. If a problem is not addressed in a timely manner, the Licensee may escalate the Support process by first contacting the Support Service Manager, secondly, the Licensee may contact the Vice President of Client Services.
  5. Support will only be provided for the current release of the Licensed Software covered in Appendix B, subject to a period of eighteen (18) months after the availability of a new release. If fixes are available in the next release of the software the Licensee will be required to install that release to obtain them.
  6. The Licensor agrees to make available to the Licensee the necessary staff or resources to handle requested modifications to the Licensed Software as outlined in Appendix B, upon reasonable notice and at then current and standard product support and professional services labor and material rates.
  7. Unless otherwise specified in Appendix B, this Support Agreement is for a single Server. Additional support and maintenance for other Servers is not included in this Support Agreement and must be covered under a separate Support Agreement.
  8. Warranty: The Licensor warrants that it is the sole owner of the Licensed Software and has the full power and authority to effect the Corrections, Upgrades, Enhancements and Modifications referred to herein and will indemnify and hold the Licensee harmless from and against any loss, cost, liability and expense arising out of any breach or claimed breach of this warranty.
  9. All warranties applicable to the original AMANDA Software covered under the CSDC Corporate Software License Agreement signed by the Licensee apply equally to all Corrections, Upgrades, Enhancements and Modifications as set forth in Appendix B. All warranties are void if Licensee makes any modifications to the Licensed Software

## CSDC MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT

without express written approval by the Licensor. The extent of the liability accepted by the Licensor is as set out herein and does not include consequential damages or liability claims arising from the use of the AMANDA Software or efforts to correct the AMANDA Software.

10. The Licensee agrees to pay the Licensor additional fees at the Licensor's regularly published preferred rates if the Licensor is called upon to provide assistance in solving problems which are not caused by any defects in the AMANDA Software.
11. The Licensee is required to purchase maintenance support for the first year within 30 calendar days after the installation of the Licensed Software or the installation of additional AMANDA Software options that may be purchased subsequent to the original purchase. The fees for maintenance support shall be paid in advance annually and are due within 60 calendar days from date of installation or 70 (seventy) calendar days from date of shipment of Licensed Software.
12. If during the implementation of a project, the Licensee acquires new AMANDA software modules the maintenance costs will be governed by the Terms and Conditions outlined in this document (Item 10 above). Once the Licensee is in production using some or all of the AMANDA software then if the Licensee acquires new AMANDA software modules, the maintenance costs for these newly acquired modules will take effect and will be billed 30 days from the installation date.
13. Maintenance support will be extended for one year periods on the anniversary of the execution of this Support Agreement, unless the Designated Support Contact gives at least thirty (30) days notice of cancellation. The fees for the renewal year will be published in the Licensor's regular price list. Renewal fees shall be limited to a maximum of 4% per year. Licensee will be given notice of any price changes at least thirty (30) days before the renewal of this Support Agreement. The Licensee may re-instate lapsed support for the Software by paying all maintenance support fees in arrears and all costs invoiced by the Licensor on a time and material basis for updating the AMANDA Software to the current version.
14. All notices, including notices of address change, required to be sent hereunder, shall be in writing and shall be deemed to have been given when delivered by common carrier (for example: UPS, Federal Express, Purolator, etc) or delivered in person or by facsimile transmission to the then applicable address for the party receiving the same. Receipt of any notice will be deemed to be the earlier of five (5) days after the date of mailing and the actual date of delivery unless service is interrupted.

**Licensor**

CSDC Systems Inc.  
Attention: Director, Contract Management  
1705 Tech Avenue, Unit 1  
Mississauga ON L4W 0A2

and

**Licensee**

<Customer Name>  
<Attention: name >  
<Address>  
<City, State, Postal/Zip>

15. Both parties agree that upon mutual consent, the appendices attached hereto can be modified by the authorized representatives listed in section 14 above. Modified Appendices are required to be signed and dated by the authorized representatives listed in section 14 above.

## CSDC MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT

16. Payment: Invoices of payment of Licensed Software license fees shall be payable in accordance with Sections 2.5 and 2.6 of the State Term Schedule.

**SIGNED:**

**Licensor:**

**Licensee:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

We have authority to bind the Corporation.

## CSDC MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT

### APPENDIX A—SUPPORT AGREEMENT DATES

Support Agreement Effective Date: \_\_\_\_\_

Support Agreement Expiration Date: \_\_\_\_\_

#### SIGNED:

**Licensor Representative**

**Licensee Representative**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## CSDC MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT

### APPENDIX B—AMANDA SOFTWARE ANNUAL MAINTENANCE

AMANDA SOFTWARE ANNUAL MAINTENANCE CHARGES			
Item	Description of Software	Quantity	Annual Maintenance
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

Annual maintenance for any optional items if acquired during the course of the project will be due upon expiry of the warranty period as outlined in section 6.2.A.1 of the Corporate Software license Agreement. If any of the optional items are acquired once Licensee is under maintenance then maintenance for the new items is due 30 days from acquisition date.

## CSDC MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT

**SIGNED:**

**Licensor Representative**

**Licensee Representative**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## CSDC MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT

### APPENDIX C—OPERATING ENVIRONMENT

<b>AMANDA DATABASE SERVERS</b>	
<b>Item</b>	<b>Description</b>
Database Server Make	
Database Server Model	
Database Server Serial Number	
Database Server Hardware Configuration	
Database Server Operating System & Version	
Database Server Location	
RDBMS Vendor	
RDBMS Version	
Other Software/Databases installed on the AMANDA Server	
Service Packs Installed	
Security Patches Applied	
Backup Server Make, Model, Serial Number, Hardware Configuration, Operating System & Location	

<b>AMANDA APPLICATION SERVERS</b>	
<b>Item</b>	<b>Description</b>
Application Server Make	
Application Server Model	
Application Server Serial Number	
Application Server Hardware Configuration	
Application Server Operating System & Version	
Application Server Location	
Application Server Software Vendor	
Application Server Software Version	
Other Software/Databases installed on the AMANDA Server	
Service Packs Installed	
Security Patches Applied	
Backup Server Make, Model, Serial Number, Hardware Configuration, Operating System & Location	

## CSDC MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT

AMANDA CLIENTS	
Item	Description
Typical PC Client hardware configuration	
Client Operating System & Version	
Word Processor Vendor & Version	

NETWORK INFRASTRUCTURE	
Item	Description
Network Speed	
Server to Server Speed	
Other Specifications	

Note: Licensee must notify Licensor within 30 days after making changes to any of the above items.

**SIGNED:**

**Licensor Representative**

**Licensee Representative**

---



---



---

Signature

---

Signature

---

Printed Name

---

Printed Name

---

Title

---

Title

---

Date

---

Date



TABLE OF CONTENTS

<b>1.</b>	<b>TERMS AND CONDITIONS</b>	<b>3</b>
<b>2.</b>	<b>DEFINITIONS</b>	<b>3</b>
2.1.	"Agreement"	3
2.2.	"Commencement Date"	3
2.3.	"Effective Date"	3
2.4.	"Upgrade(s)"	3
2.5.	"Enhancement(s)"	3
2.6.	"Modification(s)"	3
2.7.	"Licensed Software"	4
2.8.	"Supported License"	4
2.9.	"Software Bug(s) or Defects"	4
2.10.	"Designated Support Contact"	4
2.11.	"Installation Date"	4
2.12.	"Technical Documentation"	4
2.13.	"Material Breach"	5
<b>3.</b>	<b>SOFTWARE LICENSE</b>	<b>5</b>
3.1.	Rights Granted	5
3.2.	Transfer and Assignment	5
3.3.	Documentation	5
<b>4.</b>	<b>TECHNICAL SERVICES</b>	<b>6</b>
4.1.	Renewal of Licensor Maintenance and Technical Support Services	6
<b>5.</b>	<b>TERM AND TERMINATION</b>	<b>6</b>
5.1.	Term	6
5.2.	Termination by the Licensee	6
5.3.	Termination by Licensor	6
5.4.	Effect of Termination	6
<b>6.</b>	<b>WARRANTIES, REMEDIES, LIMITATION OF LIABILITY</b>	<b>7</b>
6.1.	Infringement Indemnity	7
6.2.	Warranties and Disclaimers	8
6.3.	Escrow	<b>Error! Bookmark not defined.</b>
6.4.	Limitation of Liability	9
<b>7.</b>	<b>PAYMENT PROVISION</b>	<b>9</b>
7.1.	Invoicing and Payment	9
7.2.	Annual Technical Support Services	9



## CORPORATE SOFTWARE LICENSE AGREEMENT

<b>8.</b>	<b>GENERAL TERMS</b>	<b>10</b>
8.1.	Non-disclosure	10
8.2.	Governing Law	10
8.3.	Jurisdiction	10
8.4.	Notice	10
8.5.	Severability	11
8.6.	Waiver	11
8.7.	Force Majeure	11
8.8.	Assignment	11
8.9.	Entire Agreement	11
8.10.	Survival of License	11
8.11.	Enurement	11
8.12.	Acceptance	11
8.13.	Authorization	11
8.14.	New Terms & Conditions	11
	<b>APPENDIX A – LICENSED SOFTWARE</b>	<b>13</b>
A.	Core Software	13

This Corporate Software License Agreement is made on \_\_\_\_\_  
and is a legal agreement between:

CSDC Systems Inc. and <customer name and address>  
1705 Tech Avenue, Unit 1 (Hereafter referred to as "Licensee" or  
Mississauga ON L4W 0A2 "Customer")  
(Hereafter referred to as "Licensor" or  
"CSDC")

---

For the Software as identified in Appendix A – Licensed Software attached hereto and incorporated by reference as written word for word. With the installation and or use of the Software as identified in Appendix A – Licensed Software of this Agreement the Licensee accepts all the Terms and Conditions of this Agreement.

## 1. TERMS AND CONDITIONS

Licensor and the Licensee hereby agree that the following terms and conditions will apply to each license granted under this Agreement.

## 2. DEFINITIONS

### 2.1. "Agreement"

Means this License Agreement and its appendices and any amendments thereto agreed upon by the parties.

### 2.2. "Commencement Date"

Shall mean the date on which the Licensee begins using all or part of the functions of the Licensed Software for Production purposes or 12 months after Installation date, whichever comes first. Commencement Date for additional software purchases not listed in Appendix A shall mean thirty (30) days after receipt of the software by Licensee from Licensor.

### 2.3. "Effective Date"

Shall mean seven (7) calendar days from the date the initially licensed software has been delivered by Licensor to the Licensee either by courier or electronic transfer or seven (7) calendar days from the date any subsequently licensed software has been delivered by Licensor to the Licensee either by courier or electronic transfer.

### 2.4. "Upgrade(s)"

Shall mean improvements made by Licensor to the Licensed Software which relates to operating performance and does not change the basic function of the Licensed Software.

### 2.5. "Enhancement(s)"

Shall mean Modifications made by Licensor to the Licensed Software which relate to operating performance but also change the basic function(s) of the Licensed Software.

### 2.6. "Modification(s)"

Shall mean any programmatic or database schema changes made to the Licensed Software.

## CORPORATE SOFTWARE LICENSE AGREEMENT

### 2.7. "Licensed Software"

Shall mean information which directs a data processing system and associated equipment to perform a function or functions and which may be loaded into or removed from such data processing system software owned or distributed by Licensor for which the Licensee is granted a license pursuant to this Agreement.

Licensed Software shall also, for purposes of this document, mean:

1. A database schema and triggers resident on a server computer,
2. Client computer program
3. The media containing the Licensed Software program(s) which is in machine readable form and which will operate on such data processing systems and includes all necessary manuals and documentation related to the Licensed Software as specified in Appendix A of this License.

Licensed Software does not include site specific setup / configuration such as:

1. business rules;
2. converted data;
3. output forms and reports;
4. valid and default, tables and, lookup tables,
5. merge documents and citizen facing web pages,
6. configuration of interfaces using Licensor's APIs or custom developed interfaces that are part of the Licensee's setup

### 2.8. "Supported License"

Shall mean a license for which the Licensee has an executed Licensor Maintenance and Support Agreement in place for the relevant time period and for which no payments are due and owing at the time.

### 2.9. "Software Bug(s) or Defects"

Shall mean errors reported by the Licensee regarding the Licensed Software (as an error code) during its operation or the inability of the software to perform a function as described in the Licensed Software documentation provided by Licensor. This is exclusive of any faults or problems introduced by the Licensee due to modifications or related to any site specific configuration not mutually agreed upon between the Licensee and the Licensor.

### 2.10. "Designated Support Contact"

Shall mean an employee of the Licensee that has been designated by the Licensee, with written notice to Licensor, with the authority of reporting Software Bugs, Defects, requesting Upgrades, requesting Enhancements, and requesting Modifications from Licensor.

### 2.11. "Installation Date"

The date that the Licensed Software is installed on a server computer and/or a client computer at the Licensee's site.

### 2.12. "Technical Documentation"

Shall mean a documentation that provides a descriptive summary of the source code for a particular AMANDA module or feature.

## CORPORATE SOFTWARE LICENSE AGREEMENT

### 2.13. "Material Breach"

Shall mean a breach that carries significant financial consequences or is affecting the intellectual property rights of a party or its reputation

## 3. SOFTWARE LICENSE

### 3.1. Rights Granted

- A. LICENSOR hereby grants to the Licensee a non-exclusive perpetual license to use the Licensed Software. The Licensee obtains rights, pursuant to this Agreement, as follows:
1. To use the Licensed Software on one server computer designated for production use, and one or more client computer(s) with limitations as defined in Appendix A – Licensed Software;
  2. To copy the Licensed Software for archival, disaster recovery or backup purposes. All archival and backup or disaster recovery copying of the Licensed Software is subject to the provisions of this Agreement, and all titles, trademarks, copyright and restricted rights notices shall be reproduced in such copies;
  3. To modify the Licensed Software only with Licensor's approval;
  4. To use the Licensed Software on the Licensee's development machines for the purposes of testing software upgrades.
- B. The Licensee agrees not to cause or permit the reverse engineering, disassembly, or decompilation of the Licensed Software.
- C. By virtue of this Agreement, the Licensee acquires only the right to use the Licensed Software and does not acquire any rights of ownership. All right, title and interest in the Licensed Software shall at all times remain the property of Licensor.

### 3.2. Transfer and Assignment

- A. The Licensed Software may be transferred to a different operating system and/or upgraded CPUs or CPUs of like configuration or the designated CPUs may be transferred to other locations within the Licensee's organization.
- B. The rights granted herein may not be assigned or transferred to a third party without the prior written permission of Licensor, which consent shall not be unreasonably withheld. Notwithstanding anything to the contrary, Licensor agrees that it will permit the transfer of fully paid licenses in the event the Licensee merges or consolidates state entities.

### 3.3. Documentation

Licensor will provide the Licensee with one (1) bound paper copies and one electronic, PDF, copy of all relevant user documentation in addition to one (1) bound paper copies and one electronic, PDF, copy of all relevant Technical Documentation. Help documentation is provided only in an electronic format on-line with the application. On-line help may be printed as required. The Licensee is authorized to make unlimited copies of the documentation and / or the on-line help in its entirety and / or extracted sections for internal staff training purposes only. Full printed documentation

## CORPORATE SOFTWARE LICENSE AGREEMENT

and / or any extracted sections and / or on–line help must include Licensor’s copyright and confidential statements.

### 4. TECHNICAL SERVICES

#### 4.1. Renewal of Licensor Maintenance and Technical Support Services

- A. The Licensee must sign a Licensor Maintenance and Support Agreement for a term of one year from the anniversary date of the Commencement Date or 12 months from Installation Date, whichever date comes first.
- B. Renewal of Licensor Maintenance and Support Agreement is optional. Maintenance and Support will not be provided should the Customer not renew the CSDC Maintenance and Technical Support Agreement.
- C. Licensor will invoice the Licensee in writing at least thirty (30) calendar days prior to the expiry of each anniversary of the Licensor Maintenance and Support Agreement and the Licensee must notify Licensor in writing within 10 calendar days of receipt of invoice if it wishes to discontinue support services.

### 5. TERM AND TERMINATION

#### 5.1. Term

This Agreement and each license granted hereunder have an initial one year term and unless otherwise terminated in accordance with this Agreement will renew for successive one year terms in perpetuity at no additional cost.

#### 5.2. Termination by the Licensee

5.2.1 Termination without Cause: After final payment of Licensed Software fees, the Licensee may terminate this agreement without cause by giving 30 days written notice to Licensor.

5.2.2 Termination with Cause: The Licensee may terminate this Agreement or any license granted hereunder upon written notice if Licensor breaches this Agreement in a material way (Material Breach) and fails to correct the breach within forty five (45) calendar days following written notice specifying the breach, or such later period if Licensor can demonstrate that it is acting in a reasonable and diligent manner to correct the breach.

#### 5.3. Termination by Licensor

Licensor may terminate this Agreement or any license granted hereunder upon written notice if the Licensee breaches this Agreement in a material way (Material Breach) and fails to correct the breach within forty five (45) calendar days following written notice specifying the breach, or such later period if the Licensee can demonstrate that it is acting in a reasonable and diligent manner to correct the breach.

#### 5.4. Effect of Termination

Termination of this Agreement or any license granted hereunder shall not limit either party from pursuing any other remedies available to it, including injunctive relief, nor shall such termination relieve the Licensee’s obligation to pay all fees that accrued prior to such termination. The indemnity contained in Section 6.1 and the F provision

## CORPORATE SOFTWARE LICENSE AGREEMENT

contained in section 8.1 will continue notwithstanding the termination of this Agreement.

### 6. WARRANTIES, REMEDIES, LIMITATION OF LIABILITY

#### 6.1. Infringement Indemnity

- A. Licensor will defend or settle, at its option and expense, any legal proceeding brought against Customer to the extent that it is based on a claim brought by a third party that materials and services as provided by CSDC to the Customer infringe such third party's Canadian or United States patent or copyright or misappropriates such third party's Canadian or United States trade secret ("IP Claim"), and will indemnify the Customer against all damages and costs attributable exclusively to such claim awarded by the court finally determining the case, provided that the Customer:
1. gives written notice of the IP Claim to CSDC promptly after learning of the IP Claim;;
  2. gives CSDC sole control of the defense and settlement of the IP Claim subject to Ohio Attorney General approval pursuant to Ohio Revised Code Section 109.02;
  3. provides to CSDC, at the expense of CSDC, all available information and assistance; and
  4. does not compromise or settle the IP Claim.
- B. If such provided materials and/or services are found to infringe or misappropriate pursuant to an IP Claim, or in the reasonable opinion of CSDC are likely to be the subject of an IP Claim, CSDC will at its option:
1. obtain for the Customer the right to use such provided materials and/or services;
  2. replace or modify such provided materials and/or services in such a way that (i) they become non-infringing and non-misappropriating and (ii) they substantially perform in the same manner or substantially provide the same results, or there is no material adverse effect in their overall performance; or
  3. if neither 1 nor 2 is reasonably achievable, remove such provided materials and/or services and refund to the Customer the original price paid therefor less net benefits realized by the Customer through accumulated depreciation calculated as 33.33% per year based on the original price. or expensing thereof, up until the date of removal.
- C. Notwithstanding anything to the contrary, and or the avoidance of doubt, Sections A and B do not apply to, and CSDC has no obligation or liability of any kind for any IP Claim arising from:
1. compliance by CSDC with the designs or specifications of the Customer;
  2. modification of such provided materials and/or services that are not specifically authorized by a future written authorization signed by a Vice President of CSDC;

## CORPORATE SOFTWARE LICENSE AGREEMENT

3. use of an allegedly infringing version of such provided materials and/or services, if the alleged infringement could have been avoided by the use of a different version made available to the Customer;
  4. a combination comprising such provided materials and/or services in combination with any third party services, hardware, software, data or other materials;
  5. a violation of CSDC's license grant; or
  6. any separate or component hardware, software or other materials to the extent it comprises any third party open source or freeware technology, or any derivatives or other adaptations thereof, and any combination that includes any of the foregoing.
- D. This provision is excluded from any limitation of liability provision of this Agreement and states the entire liability of CSDC and the exclusive remedies of Customer for any proceedings or claims that any services, hardware, software, data or other materials infringe or misappropriate a third party's intellectual property.

### 6.2. Warranties and Disclaimers

#### A. Warranties

##### 1. Software License Warranties

For each Supported License, Licensor warrants the software for a period of 90 days from the Installation Date (Warranty Period) or Until Commencement Date whichever comes first that the Licensed Software, unless modified by the Licensee without Licensor's approval, will perform the functions described in the documentation provided by Licensor when operated on the designated hardware and operating system. Licensor will undertake to correct any error condition within 5 business days from the date of report of such condition by the Licensee.

##### 2. Media Warranty

Licensor warrants the tapes, diskettes or other media to be free of defects in materials and workmanship under normal use for 90 calendar days from the Effective Date. During the 90-day period, the Licensee may return defective media to Licensor and it will be replaced without charge. Replacement of media is the Licensee's sole remedy in the event of a media defect.

##### 3. Ownership Warranty

Licensor warrants that it is the sole owner of the Licensed Software or has the full power and authority to affect Upgrades, Enhancements and Modifications referred to herein and will indemnify and hold the Licensee harmless from and against any loss, cost, liability and expense arising out of any breach or claimed breach of this warranty.

#### B. Limitations on Warranties

1. The warranties above are exclusive and in lieu of all other warranties, whether expressed or implied, including the implied warranties of merchantability and fitness for a particular purpose.
2. From time to time, Licensor may supply the Licensee with pre-production releases of Licensed Software, labeled "Alpha" or "Beta". These releases are not



## CORPORATE SOFTWARE LICENSE AGREEMENT

suitable for production use. Licensor does not warrant pre-production releases, these releases are distributed "as is".

3. All warranties are void if Licensee makes any modifications to the Licensed Software without express written approval by Licensor.

### 6.3. Exclusive Remedies

For any breach of the warranties contained in Paragraph 6.2 above, the Licensee's exclusive remedy, and Licensor's entire liability, shall be:

The correction of Licensed Software errors or replacement of Licensed Software media. If Licensor is unable to make the Licensed Software operate as warranted, the Licensee shall be entitled to recover the full applicable License and Technical Support Services fees, if any, paid to Licensor. Should the Licensee choose to continue to use any of the Licensed Software or portions thereof, the recovery of the License and Technical Support Services fees shall be prorated accordingly. Both parties will make a good faith effort to resolve any arising matter and will consider alternate dispute resolution.

### 6.4. Limitation of Liability

In no event shall either party be liable for any indirect, incidental, special or consequential damages including loss of profits, revenue, data, or use, incurred by either party or any third party, whether in an action in contract or tort, even if the other party or other person has been advised of the possibility of such damages. Licensor's liability for damages hereunder, other than damages suffered or incurred by the Licensee or its officers, employees, agents or persons for whom the Licensee is legally responsible due to an infringement specified in Section 6.1, which liability has no monetary limit, shall in no event exceed two times the amount of fees paid by the Licensee under this Agreement, Both parties will make a good faith effort to resolve any arising matter, including agreement on prorated amounts, and will consider alternate dispute resolution.

## 7. PAYMENT PROVISION

### 7.1. Invoicing and Payment

The license fees for the Licensed Software set out in Appendix A – section A are a one time fee to be paid in accordance with the payment terms set out in Appendix A–section C. Invoices of payment of Licensed Software license fees shall be payable in accordance with Sections 2.5 and 2.6 of the State Term Schedule.

### 7.2. Annual Technical Support Services

- A. First year standard Licensor maintenance and support service fees will apply from the expiry of the Warranty Period.
- B. Fees for the Licensor Maintenance and Support Agreement for subsequent years shall be due in advance and will be those in effect at the beginning of the period for which the fees are paid. Maintenance and support services for subsequent years shall be at the option of the Licensee.
- C. As long as Licensee has a valid, paid-up Maintenance and Support Agreement in



## CORPORATE SOFTWARE LICENSE AGREEMENT

place, any Updates provided to Licensee under such agreement shall, upon installation, replace earlier versions of the Software and shall be governed by this Agreement.

### 8. GENERAL TERMS

#### 8.1. Non-disclosure

By virtue of this Agreement, the parties may have access to information that is confidential to the other ("Confidential Information"). Confidential Information shall be limited to the Licensed Software and all information clearly marked as confidential.

A party's Confidential Information shall not include information which: (a) is or becomes a part of the public domain through no act or omission of the other party, or (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; or (c) is lawfully disclosed to the other party by a third party without restriction on disclosure.

The parties agree to forever hold each other's Confidential Information in confidence. The parties agree not to make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than the implementation of this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the provisions of this Agreement.

#### 8.2. Governing Law

This Agreement shall be exclusively construed and governed in all respects by the laws in force in the State of Ohio.

#### 8.3. Jurisdiction

In any legal action relating to this Agreement, the parties agree to the exercise of jurisdiction over them by the appropriate court in Franklin County, Ohio and that if the Licensee brings the action, it shall be instituted in the appropriate court in Franklin County Ohio.

#### 8.4. Notice

All notices, including notices of address change, required to be sent hereunder, shall be in writing and delivered by common carrier (for example: UPS, Federal Express, etc.) or delivered in person or by facsimile transmission to the then applicable address for the party receiving the same. Receipt of any notice will be deemed to be the earlier of five (5) calendar days after the date of mailing and the actual date of delivery unless service is interrupted.

#### Licensor

CSDC Systems Inc.  
Attn: Director of Contract Administration  
1705 Tech Ave, Unit 1  
Mississauga ON L4W 0A2  
Canada

#### Licensee

and <Customer Name>  
Attention: <Customer Contact>  
<Customer Address>

## CORPORATE SOFTWARE LICENSE AGREEMENT

- 8.5. **Severability** See Section 10.5 of the State Term Schedule.
- 8.6. **Waiver** See Section 10.4 of the State Term Schedule.
- 8.7. **Force Majeure** See Section 3.9 of the State Term Schedule.
- 8.8. **Assignment** See Section 9.1 of the State Term Schedule.
- 8.9. **Entire Agreement** See Section 10.2 of the State Term Schedule.

### 8.10. **Survival of License**

The Licensee's rights under the License will not terminate upon but will survive any winding-up, liquidation, insolvency, bankruptcy or receivership of Licensor. No liquidator, trustee, receiver or receiver-manager of Licensor will have any power or right to prevent the Licensee from using the Licensed Software in the manner authorized by and subject to the terms of this License. Likewise, provided that the Licensee has paid the applicable license fee for the Licensed Software the license for the Licensed Software will survive any termination of this agreement, except for breach of Licensor's proprietary rights to the Licensed Software.

### 8.11. **Enurement**

The agreement will enure to and be binding upon the parties, their successors and assigns.

### 8.12. **Acceptance**

When the Licensor provides a software module and / or an AMANDA release that contains additional AMANDA products and / or licenses to the Licensee, the deliverable will be deemed accepted unless the Licensor receives from the Licensee a notice within thirty (30) calendar days of acquisition indicating detail about the failure of the deliverable's objective to conform to the specifications outlined in the product documentation.

### 8.13. **Authorization**

Both parties agree that upon mutual consent, the appendices attached hereto can be modified through contract amendments. Modified Appendices are required to be signed and dated by the authorized representatives of each party, which for the state of Ohio is the Department of Administrative Services Director or his designee.

### 8.14. **New Terms & Conditions**

Licensor reserves the right to add and / or modify terms and conditions with the release of new AMANDA releases, versions or products through mutual contract amendments.



# CORPORATE SOFTWARE LICENSE AGREEMENT

**SIGNED:**

**Licensor**

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Licensee**

I have the authority to bind the Licensee.

By: \_\_\_\_\_  
<Title1>

**ATTEST:**

\_\_\_\_\_  
<Title2 optional>

**APPROVED AS TO FORM:**  
Licensee Attorney (optional)

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



# CORPORATE SOFTWARE LICENSE AGREEMENT

## APPENDIX A – LICENSED SOFTWARE

### A. Core Software

CORE SOFTWARE		
Item	Software Package	Unit

### SIGNED:

Licensor Representative

Licensee Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date