



**COMMONWEALTH of VIRGINIA**  
**Virginia Information Technologies Agency**

Lemuel C. Stewart, Jr.  
Chief Information Officer  
Email: lem.stewart@vita.virginia.gov

Supply Chain Management  
110 S. 7th Street, East Lobby  
Richmond, VA 23219-3931

Phone: (804) 371-5900  
Fax: (804) 371-5969

August 6, 2004

Mr. James Matte  
Contract Manager  
UNISYS CORPORATION  
12010 Sunrise Valley Dr.  
Reston, VA 20191

RE: CONTRACT NO. VA-930400-USYS, RENEWAL

Dear Mr. Matte:

Please accept this letter as your official notice to renew the above-referenced agreement for an additional one year period from August 18, 2004 through August 17, 2005. All terms and conditions of the referenced agreement remain without change. *2005 [Signature]*

Following your review please countersign in the space provided below to denote your firm's acceptance of the Agreement renewal and return this to my attention at the above address.

If you have any questions, please feel free to call me directly at 804-371-5923.

Sincerely,

Robert E. Gleason  
VITA Supply Chain Management

Accepted by:

Supplier: UNISYS CORPORATION

By: *James Matte*

Name: JAMES MATTE

Title: CONTRACT MANAGER

Date: 8/23/04

AN EQUAL OPPORTUNITY EMPLOYER

**MODIFICATION # 6  
TO  
CONTRACT NUMBER VA-930400-USYS  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
UNISYS CORPORATION**

This MODIFICATION #6 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth", or "VITA" (Virginia Information Technologies Agency) and Unisys Corporation., hereinafter referred to as "Contractor", or "Unisys". This Modification #6 is hereby incorporated into and made an integral part of the Agreement, VA-930400-USYS, or Contract.

1. The Virginia General Assembly passed legislation that abolishes the Department of Information Technology (DIT) as of July 1, 2003. All activities and functions of DIT will be consolidated into a new agency that will become the Virginia Information Technologies Agency. Therefore, for the purposes of this Contract ("Agreement") all references to either the Commonwealth, or DIT, or VITA, shall have the same meaning.

2. Both above referenced parties agree to add the following clause to the Agreement:

**"eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION**

The eVA Internet electronic procurement solution, web site portal [www.eva.state.va.us](http://www.eva.state.va.us), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service, and complete the Ariba Commerce Services Network registration.

All vendors must register in both the eVA and the Ariba Commerce Services Network Vendor Registration Systems.

a. eVA Basic Vendor Registration Service: \$25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding, as they become available.

b. eVA Premium Vendor Registration Service: \$200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.

c. Ariba Commerce Services Network Registration. The Ariba Commerce Services Network (ACSN) registration is required and provides the tool used to transmit information electronically between state agencies and vendors. There is no additional fee for this service.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-930400-USYS and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

UNISYS CORPORATION

BY: James Matte  
NAME: James Matte  
TITLE: Contract Manager  
DATE: 12/30/03

COMMONWEALTH OF VIRGINIA

BY: Jeff Davis  
NAME: Jeff Davis  
TITLE: Contracts Manager  
DATE: 1-14-04



# COMMONWEALTH of VIRGINIA

Cheryl Clark  
Chief Transition Officer  
Email: cheryl.clark@vita.virginia.gov

Virginia Information Technologies Agency  
110 SOUTH SEVENTH STREET  
RICHMOND, VIRGINIA 23219  
(804) 371-5000  
July 21, 2003

TDD VOICE - TEL. NO.  
371-8076

Mr. James Matte  
Contract Manager  
**UNISYS CORPORATION**  
12010 Sunrise Valley Dr.  
Reston, VA 20191

**RE: CONTRACT NUMBER VA-930400-USYS, RENEWAL**

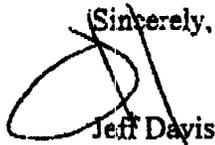
Dear Mr. Matte:

Please accept this letter as your official notice to renew the above referenced agreement for an additional one year period from August 18, 2003 through August 17, 2004. All terms and conditions of the referenced agreement remain without change.

Please countersign in the space provided below to denote your firm's acceptance of the agreement renewal and return to my attention at the above letterhead address, Lobby Level.

Should you have any questions, call me at (804) 371-5563.

(Sincerely,

  
Jeff Davis  
Contracts Manager

Accepted by:

Vendor: UNISYS CORPORATION

By: 

Name: JAMES MATTE

Title: CONTRACTS MANAGER

Date: 7/30/03



# COMMONWEALTH of VIRGINIA

Cheryl Clark  
Director  
Email: cclark@dit.state.va.us

## Department of Information Technology

110 SOUTH SEVENTH STREET  
RICHMOND, VIRGINIA 23219  
(804) 371-5000

TDD VOICE - TEL. NO.  
371-8078

August 13, 2002

Mr. James Matte  
Contract Manager  
UNISYS CORPORATION  
12010 Sunrise Valley Dr.  
Reston, VA 20191

**RE: CONTRACT NUMBER VA-930400-USYS, RENEWAL**

Dear Mr. Matte:

Please accept this letter as your official notice to renew the above referenced agreement for an additional one year period from August 18, 2002 through August 17, 2003. All terms and conditions of the referenced agreement remain without change.

Please countersign in the space provided below to denote your firm's acceptance of the agreement renewal and return to my attention at the above letterhead address, Lobby Level.

Should you have any questions, call me at (804) 371-5563.

Sincerely,

Jeff Davis  
Contracts Manager

Accepted by:

Vendor: UNISYS CORPORATION

By: James Matte

Name: JAMES MATTE

Title: CONTRACT MANAGER

Date: 8/23/02



# COMMONWEALTH of VIRGINIA

01 AUG - 7 PM 2:03

SCOTT D. FAIRHOLM  
Agency Director  
Email: sfairholm@dit.state.va.us

## Department of Information Technology

110 SOUTH SEVENTH STREET  
RICHMOND, VIRGINIA 23219  
(804) 371-5000

TDD VOICE - TEL. NO.  
371-8076

July 6, 2001

Mr. James Matte  
Contract Manager  
**UNISYS CORPORATION**  
12010 Sunrise Valley Dr.  
Reston, VA 20191

**RE: CONTRACT NUMBER VA-930400-USYS, RENEWAL**

Dear Mr. Matte:

Please accept this letter as your official notice to renew the above referenced agreement for an additional one year period from August 18, 2001 through August 17, 2002. All terms and conditions of the referenced agreement remain without change.

Please countersign in the space provided below to denote your firm's acceptance of the agreement renewal and return to my attention at the above letterhead address, Lobby Level.

Should you have any questions, call me at (804) 371-5563.

Sincerely,

Jeff Davis  
Contracts Manager

Accepted by:

Vendor: **UNISYS CORPORATION**

By: James Matte

Name: JAMES MATTE

Title: CONTRACT MANAGER

Date: 7/26/01

**MODIFICATION #5  
TO  
CONTRACT NUMBER VA-930400-USYS  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
UNISYS CORPORATION**

00 DEC 13 PM 1:50

This MODIFICATION #5 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth", and Unisys Corporation hereinafter referred to as "Contractor", relating to Contract VA-930400-USYS, as amended, hereinafter referred to as the "Contract" or "Agreement". This Modification #5 is hereby incorporated into and made an integral part of the Agreement.

The purpose of Modification #5 is to add the Nonvisual Access to Technology clause, the implementation of which is defined in Section 2.1-811.D of the Code of Virginia.

Both parties agree to the following.

1. The following Nonvisual Access to Technology clause is hereby added to the above referenced Contract:

**Nonvisual Access to Technology**

All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:

- (i) effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
- (ii) the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user for the Technology interacts;
- (iii) nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public: and
- (iv) the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (1) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act §§ 2.1-807 through 2.1-811 of the Code of Virginia.

2. Both parties agree as to the implementation of the above clause as follows:

The current version of the products, as represented by this Contract, are not compliant with the above provision. Unless notified otherwise by Contractor at the time of purchase, any upgrade or replacement purchased by the Commonwealth from this Contract shall be compliant with the above provision. Any new releases, revisions, or updates provided under the maintenance provisions of this Contract shall not be considered an "upgrade".

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-930400-USYS and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

UNISYS CORPORATION

COMMONWEALTH OF VIRGINIA

BY: James Matte

BY: Joe A. Parr

NAME: JAMES MATTE

NAME: Joe A. Parr

TITLE: CONTRACTS MANAGER

TITLE: Contracts Engineer

DATE: 12/7/00

DATE: December 1, 2000 

**Modification #4**  
**Contract VA-930400-USYS**

This modification is hereby incorporated into and made an integral part of Contract VA-930400-USYS between the Commonwealth of Virginia and Unisys Corporation.

The purpose of this modification is to extend the term of the above referenced Agreement for a period of three years and to add year 2000 language to the existing Agreement.

The term of this Agreement is hereby extended for a period of three years from September 19, 1998 through August 17, 2001.

The following new sections are made a part of this Agreement:

**D.22 YEAR 2000 WARRANTY**

- a. Subject to Section D.22 b. below, Unisys warrants that each Unisys hardware, software, and firmware product delivered under this contract pursuant to an order accepted by Unisys, shall be capable, when used in accordance with the applicable product documentation provided by Unisys, of accurately processing date data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the 20th and 21st centuries, including leap year calculations, provided that all third party products used by the Commonwealth in combination with the Unisys products properly exchange date data with the Unisys products, and provided further that no modification not authorized by Unisys has been made to such Unisys products. The duration of this warranty and the remedies available to the Commonwealth for breach of it shall be as set forth in and subject to the terms and limitations of Unisys general product warranties contained in this agreement, provided, that notwithstanding any provision to the contrary in such general warranties, the remedies available to the Commonwealth under this warranty shall consist solely of repair or replacement, at no cost to the Commonwealth, of any product provided hereunder whose failure to function as above provided is discovered and made known to Unisys, whether by the Commonwealth or otherwise, by March 31, 2000, provided that following expiration of the warranty period applicable to the product set forth in Sections D.16 or D.17 hereof, as the case may be, all such products will have been subject to continuous Unisys SURETY maintenance services and at the latest applicable release level during this period.. Nothing in this warranty shall be construed to limit any rights or remedies the Commonwealth may otherwise have under this agreement with respect to defects other than date data functionality. For Unisys Products acquired after January 1, 2000, the warranty provided by this paragraph shall be effective for 90 days after the installation date of such Product.
- b. Certain of the Unisys Products delivered hereunder may not yet be Year 2000 capable, but Year 2000 capability will be incorporated into a future release or version of such products,

which release will be available prior to January 1, 1999. When provided, the Year 2000 capable release will be warranted in accordance with the warranty provisions set forth above. The Year 2000 capable release of these products will be provided at no additional charge to the Commonwealth, provided the Commonwealth has had the products under continuous maintenance with Unisys, up to and including the date of delivery of the Year 2000 capable version of the product, and, if the product is software, the Commonwealth is using the then current level of this software. The Commonwealth understands that the foregoing does not address the incorporation of any custom modifications into the Year 2000 capable release of any such above-referenced products and that the parties must contract separately for the incorporation of any custom modifications.

#### **D.23 SURETY**

- a. SURETY Support Services apply only to properly configured products at the minimum hardware and software levels designated by Unisys for support of the applicable product specification. If the Unisys product specification for the release level being used by the Commonwealth explicitly includes time and date functionality, such as time and date functionality for Year 2000, Unisys will repair or correct material deviations that prevent the Unisys product from conforming substantially to the specification. Except as provided in the immediately preceding sentence, all SURETY Support Services provided by Unisys exclude repair of damage or correction of errors related to time and date functionality, including time and date functionality for Year 2000; Notwithstanding the foregoing, if the product being serviced is a non-Unisys product, Unisys shall have no obligation to correct any failures in such product related to time and date functionality unless the original manufacturer of the product has provided the parts, upgrades or corrections necessary to correct such failures.
- b. Subject to Section D.23 a. above, SURETY Support Services apply to all Unisys equipment, software and firmware previously delivered by Unisys to the Commonwealth under the terms and conditions of Contract VA-930400-USYS. Notwithstanding the second sentence of the second paragraph of Section D.15, the Commonwealth agrees that it will install the Year 2000 capable release of Software when made available by Unisys.

The following revisions are made to the Agreement:

A.6 AUTHORIZED REPRESENTATIVES is modified by deleting the reference to Unisys Corporation and inserting the following:

#### **UNISYS CORPORATION**

Contracts Manager  
or Unisys Vice President  
Southern Region  
5550-A Peachtree Parkway, Suite 400  
Norcross, Georgia 30092

Exhibit "B" Discount Schedule is deleted and replaced with the attached Exhibit "B" Discount Schedule.

<b>COV-DIT MASTER CONTRACT EXHIBIT "B" DISCOUNT SCHEDULE</b>			
<b>1998 PROPOSED SCHEDULE</b>			
<b>= PERCENTAGE DISCOUNTS =</b>			
<b>Equipment Platform/Associated Products</b>	<b>CPU</b>	<b>Peripherals</b>	<b>Software</b>
<b>PERSONAL COMPUTERS:</b>			
Desktop	10%	10%	0%
Mobile	10%	10%	0%
<b>SERVERS:</b>			
2200 & A Series	15%	15%	0%
IX/NX/LX Clearpath	10%	10%	0%
CMP	10%	10%	0%
NT	10%	10%	0%
eNT	10%	10%	0%
Unix/Unixware	10%	10%	0%
<b>OTHER PRODUCTS:</b>			
Terminal Equipment	N/A	20%	N/A
Printers	N/A	15%	N/A
Document Processors	10%	10%	0%
DCP Products	10%	10%	0%
Networking/LAN Products	N/A	10%	0%
Storage Products	10%	10%	0%
Infolmage on NT	10%	10%	0%

All other terms and conditions of Contract VA-930400-USYS remain unchanged.

PERSONS SIGNING THIS MODIFICATION ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

UNISYS CORPORATION

E. Kenneth Jones  
Signature

E. Kenneth Jones  
Name

Contracts Manager  
Title

9/14/98  
Date

COMMONWEALTH OF VIRGINIA

Larry F. Schucht  
Signature

LARRY F. SCHUCHT  
Name

CONTRACTS MANAGER  
Title

9/16/98  
Date

Modification #3  
Contract VA-930400-USYS

This modification is hereby incorporated into and made an integral part of Contract VA-930400-USYS between the Commonwealth of Virginia and Unisys Corporation.

The purpose of this modification is to extend the term of the above referenced Agreement for a period of 30 days.

The term of this Agreement is hereby extended for a period of thirty days from August 18, 1998 through September 18, 1998.

All other terms and conditions remain unchanged.

PERSONS SIGNING THIS MODIFICATION ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

UNISYS CORPORATION

E. Kenneth Jones  
Signature

E. Kenneth Jones  
Name

Contracts Manager  
Title

8/17/98  
Date

COMMONWEALTH OF VIRGINIA

Larry F. Schuchit  
Signature

LARRY F. SCHUCHIT  
Name

CONTRACTS MANAGER  
Title

8/17/98  
Date

Modification #2  
Contract VA-930400-USYS

This modification is hereby incorporated into and made an integral part of Contract VA-930400-USYS between the Commonwealth of Virginia.

The purpose of this modification is to extend the term of the above referenced Agreement for a period of 60 days.

The term of this Agreement is hereby extended for a period of sixty (60) days from June 18, 1998 through August 17, 1998.

All other terms and conditions remain unchanged.

PERSONS SIGNING THIS MODIFICATION ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

UNISYS CORP.

E. Kenneth Jones  
Signature

E. Kenneth Jones  
Name

Contracts Manager  
Title

6/8/98  
Date

COMMONWEALTH OF VIRGINIA

Larry F. Schucht  
Signature

Larry F. Schucht  
Name

Contracts Manager  
Title

June 8, 1998  
Date



# COMMONWEALTH of VIRGINIA

CHARLES C. LIVINGSTON  
Director

## Department of Information Technology

110 SOUTH SEVENTH STREET  
RICHMOND, VIRGINIA 23219  
(804) 344-5000  
April 28, 1997

TDD VOICE - TEL. NO.  
371-8076

Mr. Ken Jones  
Regional Contract Manager  
**UNISYS CORPORATION**  
4151 Ashford Dunwoody Rd.  
Atlanta, GA 30319

**RE: CONTRACT NUMBER VA-930400-USYS, RENEWAL**

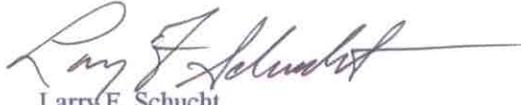
Dear Mr. Jones:

Please accept this letter as your official notice to renew the above referenced agreement for an additional one year period from June 18, 1997 through June 17, 1998. All terms and conditions of the referenced agreement remain without change.

Please countersign in the space provided below to denote your firm's acceptance of the agreement renewal and return to my attention at the above letterhead address, Lobby Level.

Should you have any questions, call me at (804) 371-5945.

Sincerely,

  
Larry F. Schucht  
Contracts Manager

Accepted by:

Vendor: **UNISYS CORPORATION**

By: E. Kenneth Jones

Name: E. Kenneth Jones

Title: Contracts Manager

Date: May 19, 1997



COMMONWEALTH of VIRGINIA

CHARLES C. LIVINGSTON  
Director

Department of Information Technology

110 SOUTH SEVENTH STREET  
RICHMOND, VIRGINIA 23219  
(804) 344-5000

TDD VOICE - TEL. NO.  
371-8076

May 29, 1996

Mr. Ken Jones  
Regional Contract Manager  
**UNISYS CORPORATION**  
4151 Ashford Dunwoody Rd.  
Atlanta, GA 30319

**RE: CONTRACT NUMBER VA-930400-USYS, RENEWAL**

Dear Mr. Jones:

Please accept this letter as your official notice to renew the above referenced agreement for an additional one year period from June 18, 1996 through June 17, 1997. All terms and conditions of the referenced agreement remain without change.

Please countersign in the space provided below to denote your firm's acceptance of the agreement renewal and return to my attention at the above letterhead address, Lobby Level.

Should you have any questions, call me at (804) 371-5945.

Sincerely,

Larry F. Schucht  
Contracts Manager

Accepted by:

Vendor: **UNISYS CORPORATION**

By: E. Kenneth Jones

Name: **E. KENNETH JONES**  
**CONTRACT MANAGER**

Title: \_\_\_\_\_

Date: 6/4/96



COMMONWEALTH of VIRGINIA

Department of Information Technology

110 SOUTH SEVENTH STREET  
RICHMOND, VIRGINIA 23219  
(804) 344-5000

May 3, 1995

CHARLES C. LIVINGSTON  
Director

TDD VOICE - TEL. NO.  
371-8076

Mr. Robert W. Keen  
Regional Contract Manager  
UNISYS CORPORATION  
4151 Ashford Dunwood Rd.  
Atlanta, GA 30319

RE: CONTRACT NUMBER VA-930400-USYS, RENEWAL

Dear Mr. Keen:

Please accept this letter as your official notice to renew the above referenced agreement for an additional one year period from June 18, 1995 through June 17, 1996. All terms and conditions of the referenced agreement remain without change.

Please countersign in the space provided below to denote your firm's acceptance of the agreement renewal and return one countersigned set to my attention at the above letterhead address, Lobby Level.

Should you have any questions, call me at (804) 344-5945.

Sincerely,

Larry F. Schucht  
Contracts Manager

Accepted by:

Vendor: UNISYS CORPORATION

By:

Name: ROBERT W. KEEN  
GROUP CONTRACT MANAGER

Title: \_\_\_\_\_

Date: 6/1/95

**AMENDMENT #1 TO, AND RENEWAL OF,  
MASTER AGREEMENT VA-930400-USYS  
BETWEEN THE COMMONWEALTH OF VIRGINIA  
AND  
UNISYS CORPORATION**

The Commonwealth of Virginia ("Commonwealth") and Unisys Corporation ("Unisys") hereby agree to renew Master Agreement VA-930400-USYS (the "Agreement") for an additional one year term from June 18, 1994 to June 17, 1995. The parties further agree to amend the Agreement for such renewal term by adding the following new subsection "i" to the end of Section G.1 to the Agreement, entitled "Licensed Software."

i. Each license for the use of System Software and Environmental Software for Unisys 2200 Series Systems is limited to the processor configuration on which the Software was initially licensed. Software license charges for both System Software and Environmental Software on Unisys 2200/500 and 2200/900 systems, and for System Software on Unisys 2200/400 systems, are calculated on a "per processor" basis; therefore anytime the Commonwealth adds an additional processor to any of these systems, the Commonwealth will be charged an additional license charge, in accordance with Unisys then current charges. Software license charges for Environmental Software on Unisys 2200/400 systems are based on performance groups which are comprised of a range of processor configurations; therefore anytime the Commonwealth adds an additional processor to a 2200/400 and such change results in the system configuration falling within another performance group, as listed below, then the Commonwealth will be charged an additional license charge for the Environmental Software.

Environmental Software Performance Groups for Unisys 2200/400 Series Systems

- (1) 2200/401
- (2) 2200/402 and 2200/403
- (3) 2200/404, 2200/405, and 2200/406

The term "System Software" means software necessary to operate the equipment and required for systems generation and software maintenance. Such Software is identified by the style prefix "OSG." The term "Environmental Software" means software (including languages, communications support, data base management systems, programming tools and system utilities) which facilitate application development and generation, system performance investigation and improvement, and system use. Some examples of Environmental Software, not inclusive, are "DATAMGT:UDS DMS MX," "CMPLR: UCS COBOL 85 MX," and "CMPLR: COBOL ASCII MX."

Agreed and Accepted

**UNISYS CORPORATION**

Signature

Date

**ROBERT W. KEEN  
GROUP CONTRACT MANAGER**

Name

Title

**COMMONWEALTH OF VIRGINIA**

Signature

Date

Larry F. Schucht Contracts Manager

Name

Title

**MASTER AGREEMENT VA-930400-USYS  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
UNISYS CORPORATION**

**SECTION A - GENERAL PROVISIONS**

**Purchasing Officials are advised that this Agreement may be used only after all provisions of the Virginia Public Procurement Act ("VPPA") relating to competition have been satisfied. The existence of this Agreement is for convenience in contracting only, and does not satisfy the requirements of the VPPA relating to competition.**

**This Agreement is intended primarily for use by agencies of State Government of the Commonwealth of Virginia. Other Public Bodies may also use this Agreement, but only subject to Section A.30. Prior to placement of any order under this Agreement such other public bodies should review Section A.30 entitled "Use By Public Bodies".**

**A.1 SCOPE OF AGREEMENT**

This is an agreement (the "Agreement") between the Commonwealth of Virginia ("Commonwealth") and Unisys Corporation ("Unisys"), a Delaware corporation having a principal place of business at Suite 202, 6802 Paragon Place, Richmond, Virginia 23230. This Agreement establishes the terms and conditions for the purchase of data processing equipment or the license of data processing software and related documentation or both (the "Product" or "Products"), along with any required support services (the "Services").

**A.2 ORDERS**

a. At any time during the term of this Agreement, the Commonwealth may deliver written Orders to Unisys. To be valid, the Order must cite Agreement Number VA-930400-USYS, must be signed by a public purchasing official authorized to bind the Commonwealth contractually to written agreements for data processing goods and services, and must identify the goods or services to be acquired, the price for each item or service, and the required delivery date of the item(s) or commencement date of the service(s).

b. For the convenience of agencies, standard pre-printed forms may be used to place Orders. However, it is the intent of the parties that any pre-printed terms and conditions contained on such forms be completely superseded by this Agreement and of no effect whatsoever, without any further requirement to cross out such pre-printed terms and conditions.

c. If an Order contains a signature area for Unisys, Unisys must execute and return the Order to the Purchasing Official to indicate acceptance. If the Order does not contain a signature area for Unisys, Unisys may indicate acceptance of the Order by commencing delivery. Orders not countersigned, or returned with corrections, within thirty (30) days after execution by the Commonwealth may at the Commonwealth's sole option, be canceled. No additions or modifications to an Order or its terms and conditions shall be binding upon the Commonwealth, unless the same are expressly approved in writing by the Purchasing Official initiating the order prior to commencing delivery.

d. **IT SHALL BE UNISYS RESPONSIBILITY TO ENSURE THAT THE PURCHASING OFFICIAL(S) EXECUTING ANY ORDER UNDER THIS AGREEMENT HAS THE AUTHORITY TO BIND HIS/HER ORGANIZATION CONTRACTUALLY.**

### A.3 TERM

Orders may be written against this Agreement for a period of one year beginning on the date of its final execution by both parties. The Agreement shall expire when the last item delivered completes its warranty period and any service contracted prior to the expiration of this Agreement has been fully performed/accepted. Subject to the mutual written consent of both parties, this Agreement may be extended for additional one year periods after the expiration of the initial one-year term.

### A.4 PRICING

Pricing for all Product(s) offered by Unisys shall be either set forth in an executed Order, or can be obtained at the discount schedule (percentage off list price) listed in Exhibit "B". All Orders in excess of \$5,000.00 must be verified by means of a written quotation obtained from Unisys prior to placement of the Order.

### A.5 INTERPRETATION OF AGREEMENT

Headings are for reference purposes only and shall not be considered in construing this Agreement.

Nothing in this Agreement shall be construed as an express or implied waiver of the Commonwealth's sovereign or Eleventh Amendment immunity, or as a pledge of its full faith and credit.

Except to the extent the terms thereof are inconsistent with the terms contained herein or the matters referenced therein have been addressed herein, the provisions of Article Two of the Uniform Commercial Code (UCC) are hereby incorporated herein by reference.

The documents comprising this Agreement, and their order of precedence in case of conflict, are: (1) the executed Order (excluding all pre-printed form provisions contained therein); (2) this Agreement and Exhibits "A" through "C"; (3) the Contractor's proposal if any, if submitted in response to a Request For Proposal ("RFP"); and (4) the Commonwealth's RFP, if any. The foregoing Agreement represents the complete and final agreement of the parties with respect to the subject matter of this Agreement.

All prior agreements representations, statements, negotiations and undertakings are hereby superseded with respect to equipment, software, training, and/or maintenance acquired by the Commonwealth under the terms and conditions of this Agreement.

If any term or condition of this Agreement is found to be illegal or unenforceable, it shall be severed, and the validity of the remaining terms and conditions shall not be affected.

#### A.6 AUTHORIZED REPRESENTATIVES

The only representatives authorized to execute orders or modify this Agreement on behalf of the Commonwealth and Unisys are as follows:

##### UNISYS CORPORATION

Contracts Manager  
or Unisys Vice President  
Southern Region  
4151 Ashford Dunwood Rd.  
Atlanta, GA 30319

##### COMMONWEALTH OF VIRGINIA

Contracts Manager  
Dept. of Information Technology  
110 South 7th St., Lobby Level  
Richmond, VA 23219

Notwithstanding the foregoing, the Department of Information Technology, hereinafter ("DIT"), has delegated to certain Public Officials or certain agencies or institutions, the authority to execute Orders hereunder for such agencies or institutions, or to modify the terms and conditions applicable to such Orders. All such delegations, including any limitations thereof, are in writing and are available for inspection at the purchasing agency or institution.

No amendment of this Agreement shall be effective unless it is in writing and signed by a duly-authorized representative of each party. Under no circumstance shall any term or condition on or in any invoice, package, license or other Unisys-supplied document be effective unless signed by the Commonwealth's duly-authorized representative. No representative of the Commonwealth has authority to increase the price of a fixed-price contract by more than twenty-five percent of the contract price or \$10,000, whichever is greater, without the advance written approval of the Governor or his designee.

No waiver of, or consent to, any breach shall be effective unless expressly made in writing and signed by the waiving or consenting party's duly-authorized representative.

#### A.7 RISK OF LOSS

Unisys shall have the risk of loss or damage to all equipment until clear and unrestricted title to such equipment is transferred to the Commonwealth unless loss or damage is due solely to the negligent or intentional acts or omissions of the Commonwealth.

#### A.8 AVAILABILITY OF EQUIPMENT AND SOFTWARE

Unisys represents and warrants that all Products were formally announced for marketing purposes before execution of this Agreement or, in the case of subsequent Orders, before execution of such Orders.

#### A.9 TITLE TO EQUIPMENT

Clear and unrestricted title to all equipment purchased under this Agreement shall pass to the Commonwealth upon payment of the purchase price.

#### A.10 EQUIPMENT CONDITION

All equipment to be supplied by Unisys shall be new equipment, except that used equipment may be delivered if it is clearly identified as such in a duly executed Order, and prior to delivery has been thoroughly inspected, repaired as necessary, and warranted as equivalent to new equipment. Unisys warrants that any such used equipment will be acceptable to the manufacturer under its standard equipment maintenance program and at standard rates. If such used equipment is subsequently not accepted for such maintenance, Unisys shall be responsible for all costs associated with expeditiously repairing, improving or upgrading such equipment to the level required by the manufacturer to make the equipment acceptable for maintenance under the manufacturer's standard maintenance program. All new and used equipment proposed by Unisys must have been approved by Underwriters Laboratories or a recognized equivalent certification agency.

#### A.11 OPERATIONAL RESTRICTIONS

Unisys warrants that, except as specifically agreed in writing, all Products may be operated at any time for the convenience of the Commonwealth (exclusive of time required for preventive maintenance, remedial maintenance and approved engineering changes). Without limiting the foregoing, Unisys warrants that there are no restrictions as to consecutive hours of Product operation, and that the Commonwealth may make the Products available to any Commonwealth agency or any other users under conditions where such use is supervised by the Commonwealth.

#### A.12 PRICE PROTECTION

The Commonwealth shall not pay any costs above those specified in this Agreement or set forth on any Order referencing this Agreement. If within thirty (30) days following the acceptance of any Product or Service, the list price of the Product or Service is reduced below the price paid hereunder, the difference shall be refunded to the Commonwealth. Unisys shall notify DIT of such decrease and issue such refund within thirty (30) days from the date the decrease is announced to the general public.

#### A.13 LIABILITY

Unisys shall maintain such personal injury and property damage liability insurance as necessary to protect itself from claims arising out of the performance of this Agreement. Unisys shall indemnify and hold harmless the Commonwealth, its officers, agents and employees from any and all claims, suits, actions, liabilities and costs of any kind, including attorneys fees, for personal injury and damage to real or personal property arising from the wrongful acts or omissions of Unisys, its agents, officers, employees or subcontractors.

**NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING UNDER THIS AGREEMENT.**

#### A.14 TAXES - FEDERAL, STATE AND LOCAL

The Commonwealth is exempt from Federal excise tax and from all State and local taxes. Unisys shall not include such taxes in any invoices under this Agreement. Upon request, the Commonwealth's agency or institution being invoiced shall furnish Unisys with tax exemption certificates.

#### A.15 NON-APPROPRIATION

All Orders for Products and Services under this Agreement are subject to appropriated funds being available for expenditure for this purpose. The Commonwealth shall promptly notify Unisys of any action denying such funding. In such event, any outstanding Orders shall be canceled without further obligation to the extent the affected Products or Services have not yet been duly delivered.

If any purchases are to be supported by federal funding, and such funding is not made available, the Commonwealth may terminate the Orders for goods or services dependent on such federal funds.

#### A.16 GOVERNING LAW

This Agreement shall be deemed executed in Richmond, Virginia. This Agreement and any disputes arising under it shall be governed by the laws of the Commonwealth of Virginia.

#### A.17 CERTIFICATIONS

Unisys hereby certifies its compliance with the following acts, as amended: State and Local Government Conflict of Interests Act; General Assembly Conflict of Interests Act; Virginia Freedom of Information Act; Virginia Fair Employment Contracting Act; Virginia Governmental Frauds Act; Virginia Public Procurement Act; and Federal Immigration Reform and Control Act of 1986; Virginians with Disabilities Act; Americans with Disabilities Act.

#### A.18 CONTRACTUAL RECORDS

Unisys shall make all contractual books and records and other documents relating to matters under this Agreement available to the Commonwealth and its designated agents for purposes of audit and examination for a period of five years after final payment.

Contractual records include, but are not limited to, this Agreement and all executed Orders, Exhibits, modifications, amendments, invoices, and correspondence between the parties to this Agreement.

#### A.19 EMPLOYMENT DISCRIMINATION

During the performance of this Agreement, Unisys agrees as follows:

a. Unisys will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of Unisys. Unisys agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

b. Unisys, in all solicitations or advertisements for employees placed by or on behalf of Unisys, will state that Unisys is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

Unisys will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

#### A.20 CONTINGENT FEE WARRANTY

Unisys represents and warrants that Unisys has not employed or retained any company or person, except Unisys regular, full-time employees, for the purpose of soliciting or securing this Agreement and has not given or agreed to give anything of value to any such company or person contingent upon the award or making of this Agreement. If either of the foregoing representations is untrue, the Commonwealth shall have the right to terminate this Agreement without liability or, in its discretion, recover from Unisys the full amount of any such contingent compensation.

#### A.21 PRIME CONTRACTOR RESPONSIBILITY

If Unisys proposal includes any goods or services to be supplied by another party, Unisys agrees as follows:

a. Unisys shall act as prime Contractor for the procurement and maintenance of the entire proposed configuration and shall be the sole point of contact with regard to all obligations under this Agreement.

b. Unisys hereby represents and warrants that Unisys has made such other party aware of the proposed use and disposition of the other party's product or services, and that such other party has agreed in writing that it has no objection thereto.

#### A.22 INFRINGEMENT ACTIONS

a. Contractor, at its own expense, shall defend any suit brought against the Commonwealth for the infringement of patents, copyrights or trade secrets protected by state or federal law if the claim of infringement is alleged to relate to or arise from the Contractor's or Commonwealth's use of any equipment, software, materials or information prepared, developed or delivered in connection with performance of this Agreement. In such suit, Contractor shall indemnify the Commonwealth, its agents, officers and employees for any loss, liability or expense incurred as a result of such suit.

b. The purchasing agency shall notify the Contractor of such suit within a reasonable time after learning of it and shall give the Contractor the full right and opportunity to conduct the defense of the suit, subject however to the requirements of Sections 2.1-122 and 2.1-127 of the Code of Virginia or any successor statute. If principles of governmental or public law are involved, the Commonwealth may, at its option, participate in the defense of the suit.

c. The Contractor shall not be required to indemnify the Commonwealth for liability arising solely out of the Commonwealth's own specifications or design or solely from the combination of equipment or software furnished hereunder with any equipment or software not supplied by the Contractor.

d. If, any Product or Service becomes, or in the Contractor's opinion, is likely to become, the subject of a claim of infringement, Contractor may, at its option, provide noninfringing substitutes that are satisfactory to the Commonwealth, or at Contractor's option and expense, may obtain the right for the Commonwealth to continue the use of such Product or Service.

e. If the use of such equipment or software by the Commonwealth is prevented by permanent injunction or by Contractor's failure to procure the right for the Commonwealth to continue using the software, the Contractor agrees to take back the infringing equipment, software, materials or information and refund the total amount the Commonwealth has paid Contractor under this Agreement, less one (1) percent of the total paid for each month of use by the Commonwealth. This obligation is in addition to the obligations of A.22 a. through d. above.

#### A.23 ASSIGNMENT

To the fullest extent permitted by law, the parties agree that Contractor's rights under this Contract shall not be assignable, in whole or in part, to any other party without the Commonwealth's written consent, and that any purported assignment or transfer without such consent shall be null and void. To the extent applicable law limits the right of the parties to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be determined in accordance with applicable law. In such cases, the Contractor shall give the purchasing office prompt written notice of the assignment, signed by authorized representatives of both the Contractor and the assignee. This written notice shall be on the Department of Information Technology's (DIT's) "Assignment Notice / Payment Instruction" form and shall provide all information requested on that form. Copies of the form may be obtained from the Contracts Manager DIT.

In the event the Commonwealth receives any notice from a third party claiming to be an assignee of any rights of the Contractor under this Contract, Contractor agrees that payment or other performance in respect of those rights shall not be due until at least thirty days after the Commonwealth's receipt of the notice required by the above paragraph or receipt of a similarly executed notice confirming the absence or revocation of the purported assignment. The Procurement and Contracting Division of DIT shall promptly notify the Contractor of any assignment notice it receives.

#### A.24 CONTRACTUAL DISPUTES

In accordance with Section 11-69 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the purchasing agency no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to such agency at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The purchasing agency shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

The contractor may not invoke any available administrative procedure under Section 11-71 of the Code of Virginia nor institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that agency fails to render its decision within thirty (30) days. The decision of the purchasing agency shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Section 11-70, Code of Virginia or the administrative procedure authorized by Section 11-71, Code of Virginia.

The Department of Information Technology, its officers, agents and employees, including, without limitation, the Contracts Manager are executing this Agreement and any Orders issued hereunder solely in its or their statutory and regulatory capacities as agent for the Commonwealth agency receiving the goods or services identified in the Order in question, and need not be joined as a party to any dispute that may arise thereunder.

#### A.25 INVOICES

All invoices shall be rendered promptly after all Products and Services covered by the invoice have been shipped. All payments for maintenance services shall be monthly in arrears unless otherwise stated in an order or Exhibit to this Agreement. No invoice may include any costs other than those identified in the executed order or Exhibit referencing this Agreement. Without limiting the foregoing, all shipping costs are the Commonwealth's responsibility (See Section A.32), except to the extent such charges are identified on the executed Order or Exhibit. Invoices shall provide at a minimum:

1. Type and description of the Product or Service;
2. Serial number, if any;
3. Charge for each item;
4. This Agreement Number and Order Number; and
5. Contractor's Federal Identification Number (FIN);

Payment for maintenance services of less than one month's duration shall be prorated at 1/30th of the basic monthly charges for each calendar day.

#### A.26 PROMPT PAYMENT

Payment shall be due within thirty (30) days after (1) acceptance of all Product or Services, (2) receipt of a correct invoice for such payment, and (3) when applicable, receipt of the payment instruction form referenced in the paragraph entitled ("Assignments"), whichever is latest. Where payment is made by mail, the date of postmark shall be deemed to be the date of payment. Any amounts due the Commonwealth under the terms of this Agreement may be applied against Unisys's invoices with appropriate information attached.

In accordance with the Virginia Public Procurement Act, all proper charges for which payment is more than seven (7) days overdue shall accrue interest as provided in Sections 11-62.1 through 11-62.9 of the Code of Virginia. The rate of interest shall be determined in accordance with Section 11-62.5 of the Code of Virginia. In no event shall any interest penalty accrue, however, when payment is delayed because of a disagreement between the Commonwealth and Unisys regarding the quantity,

quality or time of delivery of any Product or Service or the accuracy or correctness of any invoice. The Contractor shall notify the fiscal officer of the purchasing agency or institution of all invoices that are in excess of thirty (30) days old.

#### A.27 PAYMENTS TO SUBCONTRACTORS

In accordance with Section 11-62.11 of the Code of Virginia, within seven days after receipt of amounts paid to the Contractor by the Commonwealth for work performed by a subcontractor, Unisys shall

a. pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor, or

b. notify the agency and subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

Unisys shall pay interest to the subcontractor on all amounts owed by Unisys that remain unpaid after seven days following receipt by Unisys of payment from the Commonwealth for work performed by the subcontractor, except for amounts withheld as allowed in (b) above. Unisys shall provide its federal employer identification number to the Commonwealth as required by Section 11-62.11 (2) of the Code of Virginia. Unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of one percent per month. Unisys shall include in each of its subcontracts a provision requiring each subcontractor to be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. Nothing in this paragraph shall be construed as creating any obligation on the part of the Commonwealth or as authorizing any additional charge to the Commonwealth.

#### A.28 THIRD PARTY BILLING

All goods or services provided under this Agreement, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.

#### A.29 BREACH

Unisys shall be deemed in breach of this Agreement if Unisys (a) fails to make any Product or Service ready for acceptance testing by the specified delivery date; (b) repeatedly fails to respond to requests for maintenance or other required service within the time limits set forth in this Agreement; (c) fails to comply with any other term of this Agreement and fails to cure such noncompliance within ten days (or such greater period as is acceptable to the Commonwealth) following Unisys receipt of a Show Cause Notice identifying such noncompliance; or (d) fails to provide a written response to the Commonwealth's Show Cause Notice within ten days after receiving same.

Unisys shall not be in breach of this Agreement so long as its default was due to causes beyond the reasonable control of, and occurred without any fault or negligence on the part of, both Unisys and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Commonwealth in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

In the event of breach, in addition to any other remedies provided by law, the Commonwealth may cancel its obligations with respect to any or all unaccepted Products or Services. All costs for deinstallation and return of Products shall be borne by Unisys. In no event shall any failure by the

Commonwealth to exercise any remedy available to it be construed as a waiver of or consent to any breach.

#### A.30. USE BY PUBLIC BODIES

This Agreement is intended primarily for use by agencies of State government of the Commonwealth. As a convenience, this Agreement may also be used for transactions with public bodies that are not agencies of State government. In any such use of this Agreement, all references to the Commonwealth, its agents, officers or employees shall be construed as referring instead to the public body, or, as the context may require, to its agents, officers or employees. Neither the Commonwealth, nor its agents, officers or employees shall have any contractual liability whatsoever in connection with any such use of this Agreement by a public body that is not an agency of State government. In any case of doubt, Unisys should obtain a written clarification from DIT's Contracts Manager.

All such public bodies are hereby advised of the following: 1) DIT does not warrant that the equipment, software or services provided by Unisys will be merchantable or satisfy the user's technical requirements; 2) DIT shall not bear any liability for the user's failure to fulfill its legal or contractual commitments under this Agreement; and 3) this Agreement is provided solely as a convenience and is not a recommendation or approval of the equipment, software or services offered hereunder, or a recommendation or approval of the terms or conditions set forth herein.

#### A.31 COMPLIANCE WITH FEDERAL LOBBYING ACT

a. Unisys shall not, in connection with this Agreement, engage in any activity prohibited by 31 U.S.C.A. Section 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act"), and shall promptly perform all obligations mandated by the Lobbying Act in connection with this Agreement, including, without limitation, obtaining and delivering to the Commonwealth all necessary certifications and disclosures.

b. Unisys is hereby advised that a significant percentage of the funds that will be used to pay Unisys invoices under this Agreement are federal funds. Under no circumstances shall any provision of this Agreement be construed as requiring or requesting Unisys to influence or attempt to influence any person identified in 31 U.S.C.A. Section 1352 (a) (1) in any matter.

c. A representative of Unisys shall sign the certification attached as Exhibit "A" and deliver such certification to the Commonwealth simultaneously with the execution and delivery of this Agreement. Unisys shall have the certification signed by a representative with knowledge of the facts and shall fulfill the promises of undertakings set forth in the certification.

#### A.32 SHIPPING CHARGES

Except for equipment and software returned to Unisys under the warranty provisions of this Agreement, all shipment to Commonwealth's sites shall be made at the Commonwealth's expense. Unisys shall make all arrangements for transportation and ship on commercial bills of lading. Notwithstanding the above, for equipment or software which is not accepted in accordance with Section B, the equipment or software shall be returned at Unisys's expense and no charges shall be paid by the Commonwealth.

## **SECTION B - DELIVERY AND ACCEPTANCE OF PRODUCTS**

### **B.1 INSTALLATION RESPONSIBILITY**

If an Order provides that Unisys shall install a Product, the term "delivery", wherever used in this Section "B", shall be construed to include such installation, and in such case, delivery of the Product(s) shall not be deemed completed, until installation of all Products comprising a single Order is completed. For Orders that do not require Unisys to install the Products, "delivery" shall be complete upon receipt of all Product(s) comprising any single Order by the Purchasing Agency at the installation site.

Where required, "installation" includes without limitation, all unpacking, positioning and connection of the Product(s) with internal utility services, ready for acceptance testing, and in compliance with all approved building and facilities standards established by the Commonwealth.

### **B.2 SITE PREPARATION**

At least thirty (30) days prior to the scheduled delivery date, Unisys shall provide the Commonwealth with written environmental specifications if same are necessary to ensure the proper and efficient operation of all Products.

The Commonwealth shall prepare the site at its own expense and in accordance with Unisys environmental specifications, if any, and in compliance with all approved building and facilities standards established by the Commonwealth.

Not later than ten days prior to the scheduled delivery date, Unisys shall, if Unisys deems it necessary, inspect the site and immediately notify the Commonwealth in writing of any environmental inadequacies. In the absence of notification to the contrary, the Commonwealth's environment shall be deemed acceptable to Unisys.

Any delay or additional site preparation expense caused in whole or in part by erroneous or incomplete environmental specifications shall be Unisys responsibility.

### **B.3 DELIVERY DATE**

Unisys shall deliver the Products, ready for testing, by the delivery date specified in all Order(s) executed by both parties referencing this Agreement. If delivery of any Product covered by an Order is not completed within thirty (30) days after the scheduled delivery date, the Commonwealth may cancel the Order without further obligation. The Commonwealth may postpone any delivery date by notifying Unisys at least seven (7) days prior to the delivery date. However, no delivery date shall be postponed more than a total of thirty (30) days.

### **B.4 COMMENCEMENT OF ACCEPTANCE TESTING**

The Products shall be considered ready for testing when Unisys provides the Commonwealth with the documentation of a successful system audit or diagnostic test performed at the site which demonstrates, to the satisfaction of the Commonwealth, that all Products or the System meet the minimum design capabilities included in Unisys published technical specifications. If Unisys certifies that the Products or System is ready to begin acceptance testing prior to the scheduled delivery date, the Commonwealth, at its option, may elect to test the Products or System at such earlier date.

For end user installed Products, the agency or institution shall be given five (5) working days from date of delivery to install the Product(s) and make them ready for acceptance testing.

The Commonwealth may delay the start of the acceptance period, but such delay shall not exceed thirty (30) calendar days.

#### B.5 REQUIRED PERFORMANCE LEVEL

To qualify for acceptance, all Products or the System must concurrently perform in accordance with the technical specifications and functional descriptions, as contained or referenced in this Agreement, at an average effectiveness level of 98% or more, calculated over a period of thirty (30) consecutive days. The Commonwealth shall not pay any charges, either beforehand or retroactively, associated with Unisys requirement to achieve this performance level. If any Product/System does not meet the standard of performance during the initial thirty (30) consecutive days, the acceptance period shall continue on a day-to-day basis until all of the Products or the System concurrently meet the standard of performance for thirty (30) consecutive days.

For end user installed Product(s), the end user shall be given ten (10) consecutive days to test the Product(s) in accordance with the criteria set forth above. If the Product(s) fails to meet the performance criteria within ten (10) days, the end user at its sole option may return the Product(s), at no cost to the Commonwealth, for a replacement or may terminate the Order for convenience. Should the Order be terminated the Commonwealth shall not be liable for any costs associated with such termination or return shipment of the Product(s) to Unisys.

Failure to meet the average effectiveness level of 98% shall not include any period of downtime resulting from operator error, abuse, environmental failure, non-Unisys equipment or software or other causes beyond the control of Unisys, except where such non-Unisys equipment or software was provided by Unisys under a Unisys proposal. The Effectiveness Level is the percentage of scheduled production time during which the Product is not down.

Production Time shall not include scheduled preventative maintenance time or scheduled engineering change time.

The Commonwealth's records shall be conclusive for calculation of the Effectiveness Level.

All time shall be measured in whole hours and minutes.

#### B.6 ACCEPTANCE

The Products or the System shall be deemed accepted on the first day after successful completion of the acceptance period. Upon request, the Commonwealth shall provide written confirmation of acceptance. If the standard of performance has not been met after ninety (90) calendar days have elapsed from the start of the acceptance period, the Commonwealth may require a replacement to be provided or may avail itself of the remedies for breach.

## B.7 RECORDS

The Commonwealth shall maintain appropriate daily records to satisfy the Standards of Performance requirements and shall notify Unisys in writing of the date the products have successfully completed the performance period. Such records shall be conclusive for purposes of determining acceptance.

## SECTION C - OPERATIONAL USE PROVISIONS

### C.1 MOVEMENT OF EQUIPMENT

a. Any item of equipment may be moved from one Commonwealth location to another upon thirty (30) days' written notice to Unisys. Prior written notice shall not be required in case of emergency. Unisys shall continue to maintain the equipment as before, but if the distance to Unisys nearest facility is materially increased, the maintenance terms for the relocated equipment shall be equitably adjusted.

b. Shipment to the new installation site shall be at the Commonwealth's expense by any appropriate mode of transportation selected by the Commonwealth. Unisys shall supervise packing, unpacking, and relocation of the equipment. Commonwealth shall compensate Unisys for this service if Unisys charges its commercial customers for such services. If such charges are assessed, they will be at Unisys then current standard rates.

c. Maintenance charges shall be suspended on the day that the equipment is dismantled in preparation for shipment and shall be reinstated when Unisys certifies that the equipment is again ready for operational use. However, there shall be no suspension of charges if (a) the suspension period is less than 30 days or (b) the total charges to be suspended are less than \$500.00.

### C.2 ADDITIONS AND SUBSTITUTIONS

The Commonwealth may add or substitute memory, tape drives, terminals, or other equipment from any source. In such event, the following conditions are applicable:

a. Unisys will be notified at least thirty (30) days in advance of such additions or substitutions.

b. Unisys shall be relieved of the obligations specified elsewhere in this Agreement to correct Product malfunctions and defects and provide credits to the Commonwealth if, the malfunction or defect results solely and directly from the use of equipment not supplied by Unisys.

c. If the addition or substitution made by the Commonwealth increases the cost of maintenance, an equitable adjustment in the maintenance charge shall be made.

d. Maintenance charges for equipment replaced by substitutions shall be discontinued effective upon deinstallation of the equipment to be replaced.

### C.3 ENGINEERING CHANGES

Unisys may make engineering changes with the consent of the Commonwealth, provided there is no additional charge for the change and the Commonwealth is able to schedule the change to avoid material impact upon the daily operations of the Commonwealth.

#### C.4 SUPPLIES

The Commonwealth may obtain paper, tape, and other supplies from any source. All such supplies shall conform to Unisys published specifications provided to the Commonwealth with the Product(s) at the time of delivery.

## **SECTION D - HARDWARE/SOFTWARE SUPPORT PROVISIONS**

### **D.1 MAINTENANCE OF EQUIPMENT**

Unisys shall provide "Surety Support Services", as defined as of the date of this Agreement for both Unisys hardware and software operated by the agencies and institutions of the Commonwealth of Virginia. All maintenance support services shall be as described in this Section "D".

The Commonwealth may order Surety Support Services for Unisys products in accordance with the prices quoted by Unisys at the Service Levels identified in Exhibit "C" to this Agreement.

As defined in this Agreement, "maintenance" of equipment shall mean: (1) all labor, parts and travel necessary to keep the equipment in good operating condition and preserve its operating efficiency in accordance with its technical specifications; and (2) any necessary shipment and insurance costs; and (3) substitute equipment if necessary for 98% effective performance. Only new standard parts or parts equal in performance to new parts shall be used in effecting repairs. Parts which have been replaced shall become the property of Unisys. Replacement parts installed shall become the property of the Commonwealth.

Maintenance of equipment shall not include electrical work external to the equipment, the furnishing of supplies, or adding or removing accessories, or other devices not provided under this Agreement. Maintenance of equipment also shall not include repair of damage resulting from transportation by the Commonwealth between Commonwealth sites or from accident, unless the accident is caused in whole or in part by negligent or intentional acts or omissions of Unisys or its agents.

Surety Support Services for equipment or software do not cover the parts and service required to repair damage attributable to acts of God or of the public enemy, acts of the Commonwealth in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

### **D.2 PRINCIPAL PERIOD OF MAINTENANCE**

Unless otherwise stated in any Order, the Principal Period of Maintenance (PPM), shall be Monday through Friday, 7 a.m. to 5 p.m. Eastern time for DIT and State Police Data Centers, Commonwealth holidays excluded. For all other agencies and institutions, the PPM shall be 8 a.m. to 5 p.m. Eastern Time Commonwealth holidays excluded. The Commonwealth, by giving fifteen (15) days written notice to Unisys, may designate different hours or days for the PPM. If this option is exercised, the maintenance charge shall be adjusted up or down by an amount equal to the difference between Unisys then current charges for the existing coverage and newly designated coverage.

### **D.3 RESPONSE TIME**

Unless otherwise stated in an Order, Unisys shall provide on-site maintenance service with a two (2) hour response time for DIT and State Police Data Centers and a four (4) hour response time for all other Commonwealth users. However, hours outside the PPM shall not be counted in measuring the response time. If on-site maintenance has been purchased, Unisys shall provide all on-call maintenance services outside the PPM within four (4) hours at the rates identified in Section D.12.

#### D.4 TERM OF MAINTENANCE

Unless otherwise stated in an Order, beginning on the date of acceptance, Unisys shall furnish twelve months of Surety Support Services for all equipment and software purchased under this Agreement in accordance with this Section "D". The cost of such support services is included in the purchase price.

Upon expiration of the initial twelve month period, Unisys shall, if requested by the Commonwealth, provide on-site maintenance of equipment for such additional periods and at such prices as are listed in an executed Order. If such Order specifies less than five (5) years of follow-on maintenance, the Commonwealth shall have the option of later purchasing additional one-year periods of maintenance for a total of up to five (5) years of follow-on maintenance. The price for such additional maintenance shall not exceed in any year the allowable charge for the previous year by more than six percent (6%) or Unisys's current list price whichever is less.

#### D.5 COMMONWEALTH'S RESPONSIBILITIES DURING MAINTENANCE

- a. During any term of maintenance, Commonwealth personnel shall not perform maintenance (except preventative maintenance) or attempt repairs to the equipment except as authorized in writing by Unisys.
- b. The Commonwealth shall permit access to the equipment which is to be maintained, subject to the installation site's security regulations.
- c. The Commonwealth may provide storage space for spare parts and working space, including heat, light, ventilation, electric current and outlets, and telephones (for local calls only) for the use of maintenance personnel.
- d. The Commonwealth shall maintain the site in accordance with Unisys equipment environmental specifications provided at the time the Product is ordered.
- e. The Commonwealth shall follow Unisys instructions for operator maintenance and obtaining services.
- f. The Commonwealth shall provide a memory dump and additional data in machine readable form if requested.
- g. The Commonwealth shall if possible reproduce suspected errors or malfunctions in Software.
- h. The Commonwealth shall install all error corrections and maintenance releases applicable to their operations supplied by Unisys.

## D.6 DOWNTIME

A Product is considered to be "down" if it does not operate in accordance with Unisys or Manufacturer's then current technical specifications and functional descriptions, or if it must be released to Unisys for unscheduled remedial services. A Product will also be considered "down" if the data lost or altered by a malfunction has not yet been reconstructed, but not to exceed a total period of 12 hours from the time the malfunction is corrected, and provided the Commonwealth has regularly and continuously made daily back-ups of such data prior to the malfunction.

Downtime shall commence when the Commonwealth reports the malfunction to Unisys at its designated contact point, and shall end when the Product and storage media are returned to the Commonwealth in a condition that enables it to operate in accordance with the above specifications and descriptions. However, malfunction of redundant peripherals shall not constitute downtime if the malfunctioning peripherals do not exceed 10% of the total peripherals available for the function in question.

## D.7 CREDIT FOR DOWNTIME

Unisys shall grant a credit to the Commonwealth for any Product under current maintenance which fails to perform at an effectiveness level of 98% or more during any month. Credits granted hereunder may be applied only towards future maintenance charges. To receive such credits, the Commonwealth must request such credits in writing from Unisys, within sixty (60) days following the end of the month in which the credit was earned.

The credit shall be equal to five (5%) of the monthly maintenance charge for the Product for each percentage point by which the Effectiveness Level falls below 98%, not to exceed the monthly maintenance charge for such product.

## D.8 EQUIPMENT REPLACEMENT

If the Effectiveness Level of any Product falls below 98% for three (3) consecutive months, Unisys shall, upon the Commonwealth's request, replace the Product at no cost to the Commonwealth. The replacement shall be installed no later than thirty (30) days after the Commonwealth's request is received by Unisys.

## D.9 PREVENTIVE MAINTENANCE

All preventive maintenance will be performed during non-productive time for the agency being serviced. Unisys shall specify in writing the frequency and duration of the preventive maintenance required for the equipment ordered under this Agreement, and the parties shall mutually agree on a schedule for the performance of the preventive maintenance. This schedule may be modified upon mutual agreement of the parties.

## D.10 CONTRACTOR'S MAINTENANCE POINT OF CONTACT

Unisys shall provide the Commonwealth with designated points of contact and make arrangements to enable its maintenance representative to receive such notification or other continuous telephone coverage to permit the Commonwealth to make such contact.

D.11 MALFUNCTION REPORTS

Upon request, Unisys shall furnish a signed malfunction incident report to the purchasing agency or institution's operations manager upon completion of each maintenance call. The report shall, at a minimum include, the following:

- a. Date and time notified
- b. Date and time of arrival
- c. Type and model number(s) of machine(s)
- d. Date and time when equipment is returned to operation
- e. Description of malfunction
- f. Signature of the Unisys representative
- g. Signature of the Commonwealth representative

D.12 ADDITIONAL MAINTENANCE CHARGES

The only items for which additional maintenance charges may be made are as follows:

- a. Replacement parts made necessary by abuse or negligence of the Commonwealth;
- b. Remedial Maintenance performed outside the PPM, if the Commonwealth specifically directs that such service be performed prior to commencement of the next day's PPM. However, work begun during the PPM shall continue for one (1) hour after the PPM without charge to the Commonwealth. The charge for such services shall not exceed the rates listed below:

After 5 PM Weekdays, SAT., SUN., State Holidays

Systems, Peripherals, Page Printers, Document Processors	\$220.00 Hr.*	2 Hr. Min.
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PC's, Terminals, Workstations, ATM's Single Pocket Proof and Bookkeeping Machines	\$175.00 Hr.*	2 Hr. Min.
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Installation, Removal, Warrant, Relocation, Reconfiguration, Software	\$138.00 Hr.*	2 Hr. Min.
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\* Travel Time Included

- c. Use Charges on 0777 Laser Printers are set forth below:

Unisys current published rate for Plan A (State supplies drums), is \$ .00324 per foot effective on the date of execution of this Agreement. This price is subject to a 6% annual cap on maintenance.

- 1. In addition to the maintenance charge for certain equipment, a charge is assessed for use of such equipment over the specified minimum which is determined by a meter attached to the equipment.

2. After the close of business on the last day of each billing period, the State is to report the meter reading for equipment identified as having use charges. Certain products require CSE personnel to report meter readings used for testing and maintenance.

3. Upon receipt of the use report, the State will be invoiced for the use charges in excess of the specified amount per billing period. If the State does not notify Unisys of the meter reading by the 10th day following the end of the billing period, Unisys will charge the State based upon an estimate (not to exceed the previous months charge) of use until such time as the Use Report is provided, at which time the charges will be adjusted accordingly.

#### D.13 REPLACEMENT PARTS

Unisys warrants that the availability of replacement parts for each Product shall be sustained for a minimum of five (5) years following the date of acceptance or from the date of last manufacture, whichever is later. This provision shall survive any termination of this Agreement.

#### D.14 RECONDITIONING

Unisys warrants that no reconditioning will be necessary for Products that have been under warranty or a constant maintenance agreement since the date of acceptance.

#### D.15 MAINTENANCE AND SOFTWARE SUPPORT

When requested by the Commonwealth, Unisys shall always be responsive to maintenance requirements of the Commonwealth. Maintenance service shall include, but not necessarily be limited to, detection and correction of errors, updating of all Software Products to operate with all updated or revised versions of the operating systems for which the Software Product is licensed, and provision of enhancements (new versions) to the Software Product as they are generally made available. Maintenance charges shall include all travel, labor, and documentation. The Commonwealth shall have the option of purchasing, at later dates, additional one (1) year periods of maintenance and support after the expiration of the warranty period. The price for such additional maintenance and support shall not exceed in any year the allowable charge for the previous year by more than six percent (6%). Maintenance rate increases shall become effective only on July 1st of each calendar year.

When Unisys issues a software revision, Unisys will support the previous version for a period of not less than six months after the day of issuance of the new revision. However, if Unisys issues a revision that impairs or impacts the Commonwealth's ability to execute that program, the Commonwealth may not accept such revision and Unisys agrees to support the previous version or provide a software fix to correct the problem.

#### D.16 EQUIPMENT WARRANTIES

Unisys warrants that all equipment provided under this Agreement will be free from defects in material and workmanship and will conform to Unisys published specifications for a period of twelve (12) months from its date of acceptance by the Commonwealth. Equipment will be newly manufactured. During this twelve month warranty period, Unisys will repair or replace any defective equipment promptly reported to Unisys by the Commonwealth, which was defective due to faulty material or workmanship. The Commonwealth will pay transportation and insurance costs to ship all Unisys equipment which was installed by the end user. If an off-site repair location is designated by Unisys, Unisys will pay the return costs of the equipment after repair. All mainframe, mini-computers and attached peripherals which were installed by Unisys shall be repaired or replaced on-site.

#### D.17 SOFTWARE WARRANTY

Each item of Software referenced in an accepted Order is warranted, in its unaltered form, for a period of 90 days from its acceptance date by the Commonwealth. Each Software product is warranted to conform to the published functional specifications, provided such Software is used in a manner consistent with Unisys Software specifications. Unisys will correct any errors reflecting deviations from the functional specifications as are reported by the Commonwealth to Unisys during such warranty period. In the event, Unisys cannot correct such errors, Unisys shall replace the Software or provide a "work around" within ten (10) calendar days after notification that a software correction is required. In the event Unisys cannot do so, the Commonwealth, at its sole option, shall have the right to return any or all of the software and related technical data, in which case Unisys shall refund the total fees paid by the Commonwealth.

Unisys does not warrant that the functions contained in the Software will meet the Commonwealth's requirements or that the Software will operate in combinations selected for use by the Commonwealth.

#### D.18 SOFTWARE UPGRADES

Provided surety support services are maintained with respect to the software, the Commonwealth shall be entitled to receive any and all upgrades of Software Products having the same Unisys style and products numbers that Unisys may make available in the future. The maximum charge to the Commonwealth shall not exceed the difference between the price which the Commonwealth paid for the present licensed version, and Unisys's published list price for the upgraded version.

#### D.19 SOURCE CODE

If Unisys ceases to provide software maintenance services to its customers in the ordinary course of business and Unisys has unilaterally refused to provide software maintenance in accordance with the terms of this Agreement, the Commonwealth shall be entitled to have, use and duplicate, for its own internal maintenance purposes, a copy of the source code and associated documentation for the affected software Products, within thirty (30) days. The Commonwealth shall also be entitled to cease making payments for all software support effected by such cessation or refusal. Unisys may provide software maintenance services through an authorized representative or assignee and such arrangement shall not constitute a cessation by Unisys from providing software maintenance services in the ordinary course of business nor a refusal to provide such software maintenance. The entire lease and royalty fee necessary to support the rights granted to the Commonwealth in this Section is included in the initial

license fee payable with respect to the Software Products. All source code and associated documentation provided to the Commonwealth shall be included in the definition of software and shall be subject to the licensing provisions and all other terms and conditions of this Agreement.

#### D.20 SHUTDOWN DEVICES

Unisys represents and warrants that it has not and will not include in Unisys Software any time clock, counter, or other limiting device or routine which (i) might lock, disable or release the Software programs; (ii) prevent the Commonwealth from fully utilizing the Software; (iii) require action or intervention by Unisys or any other person or entity to allow the Commonwealth to utilize the Software within the License terms of this Agreement. If Unisys has actual knowledge of any such limiting device in Software provided to the Commonwealth by Unisys, Unisys will promptly notify the Commonwealth and cooperate fully to remove such device at no cost to the Commonwealth.

#### D.21 SURETY SUPPORT LEVEL ELIGIBILITY

To determine eligibility and prerequisites for surety support services, Unisys may require inspection, at the Commonwealth's expense, of equipment which has not been maintained continuously by Unisys from the date of purchase by the Commonwealth. All equipment, interconnected by signal and power cables, and non-application Software, located at the same site, for which the Commonwealth requests surety support services, are required to be supported at the same Service Level as the equipment which controls and executes the Software. Local area networks, workstations and remote data communication Products are not required to be at the same Service Level as the equipment which controls and executes Software. The rates for such inspection services are identified in Section D.12.

## SECTION E - FINANCIAL CONSIDERATIONS

### E.1 LIQUIDATED DAMAGES

The parties recognize that, if delivery is late, the Commonwealth's damages will be difficult to quantify. Therefore, if any Product or Service is not ready for acceptance testing by the specified delivery date, the parties agree that Unisys shall pay daily liquidated damages of one half of one (1/2 of 1%) percent of the total purchase price for the pertinent executed Order or Exhibit up to a maximum of 180 days. However, if the ascertainable portion of the Commonwealth's damages exceeds the foregoing liquidated amount, then Unisys shall pay the ascertainable portion and shall have no liability for any remaining damages.

If the Commonwealth chooses to begin acceptance testing of any portion of the Products and Services that have been delivered, and the price allocable to such Products or Services is set forth in the executed Exhibit or Order, liquidated damages shall not accrue against those Products or Services. Similarly, if Unisys temporarily provides substitute Products or Services on or before the specified delivery date and the price allocable to such Product or Service is set forth in the executed Exhibit or Order, and in the Commonwealth's sole discretion, such items are acceptable as temporary substitutes, no liquidated damages shall apply to such items during the period of substitution.

### E.2 PRICE

If a Product or Service is ordered under this Agreement without competitive bid or competitive negotiation, the price of such Product or Service shall be no greater than the then-current list price of such Product or Service, minus the discount shown in Exhibit "B" or Unisys quotation.

### E.3 TERMINATION FOR CONVENIENCE

Software licensed or maintenance services provided under the terms and conditions of this Agreement, may be unilaterally terminated by the Commonwealth (without cause or liability) after a minimum of twelve (12) months after acceptance, provided notice of such termination is given to Unisys at least thirty (30) days prior to the termination date. In the event the Commonwealth desires to upgrade any software licensed on a pre-paid basis under one of Unisys Extended Term Plans (ETP) by licensing Unisys software of a different style and product number, Unisys will, within thirty (30) days of either return or destruction of the software, grant a credit for the unused portion of the license period. The credit will be calculated by dividing the amount paid for the ETP license by the number of months comprising the ETP license (i.e., 36 or 60 months) The number of unused months is then multiplied by that monthly amount to determine the credit..

The number of unused months is then multiplied by that monthly amount to determine the credit.

EXAMPLE: Software products licensed under a 60 month ETP for \$10,000 canceled in the 25th month.

Calculation

$$\$10,000/60 = \$166.67$$

$$\$166.67 \times 35 = \$5,833.45 \text{ Credit}$$

The foregoing credit may be applied only against the upgrade software and not towards any other products. If the amount of the credit exceeds the license charge for the upgrade software, the excess credit will be extinguished and no credit or refund will be due the Commonwealth with respect to such excess credit.

## SECTION F - TECHNICAL CONSIDERATIONS

### F.1 HARDWARE SPECIFICATION

Each hardware Product shall conform to all specifications published or provided by Unisys or manufacturer, at the time the Order is accepted, including but not limited to, physical characteristics, operating characteristics, space requirements, power requirements, and maintenance.

### F.2 MANUALS

Unisys shall supply an operations manual for each Product, and in the case of custom-developed deliverables, shall also provide a manual describing the functions, characteristics and operating capabilities that may be expected of such deliverables.

## SECTION G - LICENSED SOFTWARE/SUPPORT

### G.1 LICENSED SOFTWARE

As used in this Agreement, the licensing of "software" and "software products" shall include all related materials and documentation, whether in machine-readable or printed form.

Unisys represents and warrants that it is the sole owner of each Software Product or, if not the owner, has received all proper authorizations from the owner to license each Software Product, and has the full right and power to grant the rights contained in this Agreement. Unisys further represents and warrants that neither the Software Product nor its use will violate or infringe any patent, copyright, trade secret or other property right of any other person.

All licenses granted under this Agreement are subject to the following terms and conditions:

a. Every license granted under this Agreement shall be a non-exclusive and non-transferable license to use Software and related documentation according to the terms and conditions of this Agreement, solely for the Commonwealths internal data processing requirements on Unisys equipment for which it was originally licensed. Upon written request to the Commonwealth, Unisys may periodically inspect the computer site in order to insure compliance with licensing requirements of this Agreement. Such inspections shall be accomplished at a mutually agreed upon date and time.

b. The Commonwealth may develop application programs, may modify any Unisys application Software and may combine such with other programs or material to form an updated work, provided that upon discontinuance or termination of the license, the Unisys application Software will be removed from the updated work and returned to Unisys.

c. The Commonwealth will not decompile or disassemble any Software provided under this Agreement. No more than one archival copy (for backup purposes) of each item of Software will be made and maintained and each copy will contain all legends and notices and will be subject to the same conditions and restrictions as the original.

d. If the equipment on which any item of Software is licensed becomes temporarily unavailable, use of such Software may be temporarily transferred to alternative equipment. If the equipment on which any item of Software is licensed is transferred to another Commonwealth location, the license granted hereunder to use such Software shall also be deemed transferred.

e. The Commonwealth shall have the right to reproduce any and all physical documentation supplied to the Commonwealth by Unisys under the terms of this Agreement, provided, however, that such reproduction shall be for the sole use of the Commonwealth and shall be subject to the same restrictions on use and disclosure as are contained elsewhere in this Agreement.

f. This Agreement does not transfer title to any intellectual property contained in any Software, documentation, or Proprietary Information licensed by Unisys to the Commonwealth.

g. All Software will be licensed under one of the following licensing plans, as set forth in the terms and conditions of the applicable accepted Order.

1. Licenses of Software for which Unisys charges either an Annual License Charge (ALC) or a Monthly License Charge (MLC) will have an initial term of twelve (12) months commencing on the acceptance date. If the ALC is not renewed, the license shall terminate. In the event any Software previously licensed under an ALC is relicensed within 180 days of the original license term, there shall be no other license charges than the annual ALC charge.

2. For certain licenses, Unisys may charge an Initial License Charge which will include the first monthly or annual charge. Charges for such products will be identified in Unisys's quotations or proposals.

3. Extended Term Plan (ETP), certain licenses of Software for which Unisys charges a single fee may have a 36 or 60 month extended term commencing on the acceptance date. Upon expiration of the extended term, the license will be automatically continued on a month-to-month basis for a Monthly License Charge, unless terminated in accordance with this Agreement, or the Commonwealth may pay another ETP fee for an additional extended term. However, in no event shall such renewal be increased more than 25% of the original ETP for such Software product.

4. One Time Charge (OTC), for certain Software, upon payment of a one-time charge (invoiced upon shipment of the Software), Unisys will grant a perpetual non-exclusive, non-transferable license for the Software so long as the Commonwealth continues to use the Software.

5. Software for which Unisys does not require the payment of a licensing charge, according to Unisys published price book policies, will have a license term which is coterminous with the Commonwealth's possession.

h. The Commonwealth may terminate any license for Software upon expiration of the applicable term by providing thirty (30) days prior written notice. Failure to give such notice will result in a renewal or extension on a month-to-month basis. The licenses for any Software shall automatically terminate when the Software is destroyed or the Software and documentation is returned to Unisys.

G.2 CONFIDENTIALITY

The Commonwealth agrees that when the Software Product is proprietary to Unisys and has been developed or acquired at Unisys expense, that it shall hold and use the Software Product in the same manner as it would deal with its own confidential information. Commonwealth shall not knowingly divulge, nor knowingly permit any of its employees, agents, or representatives to divulge, any proprietary information with respect to the Software Product, the technology embodied therein, or any other proprietary documentation, models, descriptions, forms, instructions or other proprietary information relating thereto, except as specifically authorized by Unisys, in writing, or as may be required by the laws of the Commonwealth of Virginia.

The obligations herein shall terminate one year after the Commonwealth terminates its license to use the affected software product.

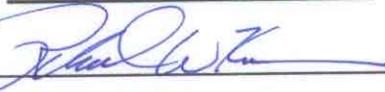
The Commonwealth acknowledges that all support materials, including without limitation, diagnostic software, are the property of and include Proprietary Information of Unisys. All such materials or software shall be labeled as confidential or proprietary and upon request by the Commonwealth, Unisys shall be able to clarify any claim for proprietary or confidential information. Unisys has the right to remove such materials from the Commonwealth's facilities at any time.

G.3 DISPOSITION OF SOFTWARE

Unless otherwise instructed by Unisys, the Commonwealth shall erase, destroy or otherwise render unusable the Software Product within thirty (30) days from the date of the Commonwealth's termination of the license. A letter certifying this destruction shall be sent to Unisys as soon as this process is completed.

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT**

UNISYS CORPORATION

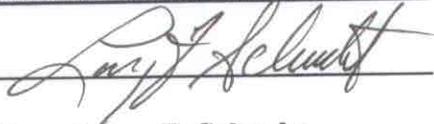
BY: 

NAME: ROBERT W. KEEN  
REGIONAL CONTRACT MANAGER

TITLE: \_\_\_\_\_

DATE: 6/18/93

COMMONWEALTH OF VIRGINIA

BY: 

NAME: Larry F. Schucht

TITLE: Contracts Manager

DATE: 6/14/93

AGREEMENT VA-930400-USYS

TERMS AND CONDITIONS FOR ACQUISITION  
OF  
DATA PROCESSING GOODS AND SERVICES

EXHIBIT "A"

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his knowledge and belief, that:

a. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:  \_\_\_\_\_

Printed Name: **ROBERT W. KEEN**  
**REGIONAL CONTRACT MANAGER** \_\_\_\_\_

Organization: **UNISYS CORPORATION** \_\_\_\_\_

Date: **6/18/93** \_\_\_\_\_

AGREEMENT VA-920400-USYS

TERMS AND CONDITIONS FOR ACQUISITION  
OF  
DATA PROCESSING GOODS AND SERVICES

EXHIBIT "B"

DISCOUNT SCHEDULE

<u>Equipment Platform/Associated Prod.</u>	<u>Percentage Discount</u>		<u>Software</u>
	<u>CPU</u>	<u>Peripherals</u>	
<b>MICROCOMPUTERS:</b>			
PW2 Series	10%	10%	10%
MS-DOS Software			<del>30%</del> 10% <i>Perk</i> 
<b>PROFESSIONAL WORKSTATIONS:</b>			
U6000 Workstations	10%	10%	0%
<b>MINICOMPUTERS:</b>			
BTOS Systems	20%	20%	15%
U6000 Series UNIX Systems	15%	15%	0%
A Series Systems (Micro A - A6 only)	15%	10%	0%
<b>OTHER PRODUCTS:</b>			
Terminal Equipment	N/A	20%	N/A
Printers	N/A	15%	N/A
Document Processors	10%	10%	0%
DCP Products	10%	10%	0%
Networking / LAN Products	N/A	10%	10%

AGREEMENT VA-930400-USYS  
EXHIBIT "C"

**SURETY SERVICE LEVELS**

The Service Levels shown below are cumulative (e.g. the services defined under Comprehensive are in addition to those defined under Basic Plus). The hours of coverage for Basic Plus Service Levels are during the PPM as specified in Section "D" of this Agreement. Not all Service Levels are available on all Products. Individual Unisys Surety Support Services contained in a higher Service Level than contracted are provided at the Commonwealth's request, as available, at Unisys then current rates.

LEVELS	PLAN 1	PLAN 2	PLAN 3	PLAN 4
1. Centralized Support Software and Equipment	X	X	X	X
2. SurNet Information Services 1	X	X	X	--
3. Software Trouble Reporting	X	X	X	--
<b>B</b> 4. Essential Engineering Changes	X	X	X	--
<b>A</b> 5. Carry In/Ship In (PPM only)	X	X	X	X
<b>S</b> 6. Equipment Maintenance	X	X	X	X
<b>I</b> 7. Equipment On-Call	X	X	X	X
<b>C</b> 8. Equipment Preventive Maintenance	X	--	--	--
<b>OP</b> 9. Software Maintenance Release Service	X	X	--	--
<b>ML</b> 10. Remote Support Services	X	--	--	--
<b>PU</b> 11. Equipment On-Call Remedial Maintenance	X	--	X3	--
<b>RS</b> 12. Installation of Equipment	X	X	X	X
<b>E</b> 13. Systems Operations Review	X	X	X	--
<b>H</b> 14. SureNet Support Services (1 hr per mo)	X	X	X	--
<b>E</b> 15. Software On-Call Support	X	X2	X	--
<b>N</b> 16. Centralized Support Guaranteed Response (PPM Only)	X	X	X	--

Legend: Basic Plus includes Items #1 through #11  
Comprehensive includes Items #1 through #16  
X = Included (Labor, Materials and Travel)  
1 = Selected Unisys Products only  
2 = During the Principal Period of Maintenance Only  
3 = Available during emergency LAN down situations

Note: All on-call remedial maintenance provided under this agreement requires Unisys to respond within four hours after receipt of a service request during PPM.

The above listed Plans are identified below:

#### PLAN 1 - MAINFRAME SYSTEMS

Mainframe Systems include A, V, 11/2200, Unix and Systems 80 Series Systems, and interconnected Unisys peripherals and attachments.

#### PLAN 2 - MICRO SYSTEMS

Micro Systems include PCs, PW2, and B2X/3X workstations, data communications products (terminals/workstations), BTOS and CTOS systems, and interconnected Unisys peripherals and attachments.

#### PLAN 3 - LOCAL AREA NETWORK PRODUCTS

Local Area Network Products include premise wiring, premise wiring accessories, network interface cards, network accessories, and networking software.

#### PLAN 4 - NON-UNISYS AND DESIGNATED UNISYS PRODUCTS

Plan 4 covers non-Unisys hardware and applications software and selected Unisys Products.

#### **NOTE:**

**IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS EXHIBIT "C" AND THE BODY OF THE AGREEMENT THE BODY OF THE AGREEMENT SHALL CONTROL.**

The following is a listing of Service Description for Basic Plus and Comprehensive Maintenance

**CENTRALIZED SUPPORT** - provides telephone information during the PPM on operating the Products, identifying Product errors or malfunctions and advising on known detours, reporting software problems via a User Communication Form (UCF), and determining the need for on-call remedial service. Centralized Support during Off Hours consists of expediting response to system emergencies.

**SURENET INFORMATION SERVICES** - provides 1-800 telephone access via dial up workstation to information on Unisys Products and services.

**SOFTWARE TROUBLE REPORTING** - provides User Communication Form (UCF) Service for reporting of suspected Product errors or malfunctions or suggested documentation changes. Commonwealth will install all error corrections.

**ESSENTIAL ENGINEERING CHANGES** - are changes released by Unisys for safety purposes or changes Unisys determines are mandatory. Changes will be installed at a mutually acceptable time during the applicable hours of coverage.

**CARRY IN/SHIP IN SERVICE** - for Unisys designated Products only, includes repair of equipment carried in or shipped to a Central Service Center in accordance with Unisys instructions. For equipment carried in, Unisys will notify State upon repair, and State will promptly pick-up the repaired unit. For equipment shipped, Unisys will repair and return ship the equipment to State at Unisys cost and shall bear all risk of loss in transit to customers site. State will bear all cost of shipment and risk of loss in transit to the Central Service Center.

**EQUIPMENT MAINTENANCE PARTS** - are parts required for repair.

**EQUIPMENT ON-CALL REMEDIAL MAINTENANCE** - includes on site repair or replacement of equipment if a problem remains unresolved after State has utilized Centralized Support as prescribed.

**EQUIPMENT PREVENTATIVE MAINTENANCE** - includes installation of nonessential engineering changes as determined by Unisys. This maintenance will be performed at State's location at a mutually acceptable time as set forth in the Agreement.

**SOFTWARE MAINTENANCE RELEASE SERVICE** - includes error corrections and maintenance releases for software which have been developed or provided by Unisys. Such releases shall be licensed in accordance with the terms of this Agreement. State will install all error corrections and maintenance releases applicable to software Products licensed by the Commonwealth.

**REMOTE SUPPORT SERVICES** - as available, permit State to receive software fixes electronically or to transmit to Unisys system performance data via a State-supplied modem.

**INSTALLATION OF EQUIPMENT** - is provided at a mutually acceptable time during the initial installation.

**SYSTEMS OPERATION REVIEW** - provides that Unisys will meet with State's personnel once annually, at a mutually acceptable location and time, and at the State's initiative, to conduct computer systems operation reviews with respect to Products.

**SURENET SUPPORT SERVICES** - provides technical information electronically via an on-line system.

**SOFTWARE ON-CALL SUPPORT** - includes on-site service if a software problem remains unresolved after State has utilized Centralized Support as prescribed.

**CENTRALIZED SUPPORT GUARANTEED RESPONSE** - (available only during the Principal Period of Maintenance) provides that, upon receipt of State's telephone call to the Unisys Customer Support Center, a Unisys customer support analyst will pick up the call promptly or will place a return call to State within 20 minutes of receipt of State's call.

EQUIPMENT ON-CALL REMEDIAL MAINTENANCE GUARANTEED RESPONSE - means that a customer services representative will arrive at State's site in accordance with Section D.2 of this Agreement.