JANUARY 26, 2023

Unisys Response to State of Nebraska Request for Proposal

Nebraska State Patrol Message Switching System (MSS) Modernization Project
RFP# 6724 Z1

U UNISYS

January 26, 2023

Connie Heinrichs
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

Dear Connie Heinrichs,

Since 1937, you've been unwavering in your mission to keep Nebraska communities safe. Our Unisys Team would be proud to help you realize more of your technology potential in support of that never-ending pursuit. To assist the Nebraska State Patrol (NSP), Unisys and Diverse Computing (DCI) have formed a partnership to transform your Law Enforcement Messaging System into a fully modern, Cloud-based solution. With the combined talents of our two seasoned law enforcement technology teams, you will optimize your secure collaboration with other agencies, leverage automation to decrease the need for costly technical support, and rapidly scale for future NSP service offerings by creating a CJIS cloud-enabled foundation in Azure. Unisys and DCI will deliver this solution on time, with minimum operational disruption, providing a lower cost of ownership.

UNISYS IS PROUD OF OUR HISTORY OF INNOVATIONS THAT MEET THE UNIQUE REQUIREMENTS OF CRIMINAL JUSTICE ORGANIZATIONS. TODAY, OUR RENEWED COMMITMENT AND FOCUS ON LAW ENFORCEMENT MESSAGING SYSTEMS MEANS THAT NSP CAN NOT ONLY CONFIDENTLY MODERNIZE APPLICATIONS RIGHT NOW IN THE CLOUD, BUT ALSO IMPROVE CITIZEN AND EMPLOYEE EXPERIENCE IN THE LONG RUN FOR YEARS TO COME

This "better together" approach offers the reliable Unisys LEMS/JX message switch with a fully modern and easy-to-use DCI eAgent user interface (UI). NSP will attain a quicker transformation from old-to-new technology and greatly improved user experiences, plus broaden CJIS services usage with minimal training needs. Access is simple, through a responsive UI that utilizes a consumer-based design, similar to web applications people use every day. Regardless of the device or provider—from an iPhone to a laptop using Windows—the interface automatically adjusts providing unprecedented ease of use.

Manju Naglapur
Senior Vice President and
General Manager
Cloud Applications &
Infrastructure Solutions

This Unisys message switch/DCI UI combination is going into production in several other large CJIS law enforcement environments, including Nevada and Philadelphia. Since this collaborative solution is already fully integrated and slated to go live in the Azure CJIS Gov Cloud, NSP will benefit significantly from our lessons learned creating a Cloud-based message switch environment. Only the Unisys/DCI Team have done this to date.

No other message switch vendor can bring you this level of expertise, resourcing, and Azure competencies, which together reduce both risk and time to go-live in the Cloud. Our team's unmatched CJIS and Cloud knowledge are all in one place, ready to partner with NSP. As Unisys increases its special commitment to Cloud-hosting police technologies, we are drawing upon our pioneering spirit in support of law enforcement, having created the first modern message switch 56 years ago.

Law Enforcement professionals deal with risk daily. Let us help you reduce the risks of this project. By selecting Unisys and Diverse Computing for this modernization effort, you can be sure NSP will accomplish a transformation without disruption or delay: any and all of our clients will serve as reference for our commitment to support police work and Cloud-based technology modernization efforts.

We look forward to discussing our response to your request for a proposal.

Sincerely,

Patrick Doyle, Unisys Justice and Law Enforcement Practice

CJIS

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1. Volume Business Proposal

a. Bidder Identification and Information

The bidder should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.

Unisys Response

Unisys Corporation (www.unisys.com)
Corporate Headquarters
801 Lakeview Drive
Blue Bell, PA 19422

https://www.unisys.com/about-us/our-story

Unisys is incorporated in Delaware and conducts business throughout the United States as well as the rest of North America in addition to Europe, Asia, and both Central and South America. Our company was formed in 1873, then known as Remington & Sons. Remington then merged with Sperry, ultimately merging again with the Burroughs Company in 1986 to form the present-day Unisys Corporation.

We have been partnering with law enforcement and governments for more than 145 years, constantly bringing technological innovation to solve our client's challenges.

b. Financial Statements

If publicly held, the bidder should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization

Unisys is a publicly held company*.* The following link provides the Unisys SEC 10K filing on November 2022.

Form 10-K/A for Unisys Corp filed 11/23/2022

The following contact information is provided for Unisys' fiscal representation — available at the following link and in **Table 1**.

Investor Resources | Investor Contacts and Tools | Unisys

Table 1. Investor Resources at Unisys.

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Topics:	Transfer Agent	Investor Relations
	• Change of stockholder ownership • Change of stockholder address • Exchange of common stock certificates • Stock transfer • Stockholder records • Account Access & Share Selling Program	• General company questions • Investor Web site • Investor Events • SEC Filings • News via Email • Request Investor Materials
Contact:	Computershare	Unisys Investor Relations
Internet:	www-us.computershare.com/Investor/	www.unisys.com/investor
E-mail:	web.queries@computershare.com	Investor@unisys.com
Online inquiry:	www-us.computershare.com/investor/Contact	--
Address:	**By Regular Mail:** Unisys Corporation c/o Computershare P.O. Box 43006 Providence RI 02940-3078 **Courier Delivery:** Unisys Corporation c/o Computershare 150 Royall St., Suite 101 Canton, MA 02021	**Regular Mail or Overnight** Unisys Investor Relations 801 Lakeview Drive Suite 100 Blue Bell, PA 19422
Phone:	**U.S. and Canada:** Telephone toll free: 866-405-6564 TDD for hearing impaired: 800-231-5469 **Outside the U.S.:** Telephone: 201-680-6578 TDD for hearing impaired: 201-680-6610	**U.S. & International** 215-986-6999

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference.

Unisys Response

Unisys Corporation is a publicly traded corporation.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization or state that no such condition is known to exist.

Unisys Response

As a large multinational enterprise, Unisys receives claims from time to time, and to the best of the signer's knowledge, information, and belief, these matters are usually resolved by agreement. Unisys considers any such items confidential to the enterprise and does not believe they will affect Unisys' ability to fulfill its contractual commitments.

c. Change Of Ownership

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded contractor(s) will require notification to the State.

Unisys Response

Unisys anticipates no change of ownership or control of the company.

d. Office Locations

The bidder's office locations responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.

Unisys Response

Unisys supports its U.S.-based government clients from 13 major office locations and via several thousand home-based technologists who respond both remotely and onsite as needed.

The Unisys Justice and Law Enforcement Team, which will support NHP, is located throughout the United States, with primary technical leads residing in Virginia, Georgia, Missouri, Pennsylvania, New Jersey, Texas, and California. See our locations at the following link: Unisys Locations | Unisys Corporation | Unisys and in **Table 2**.

Table 2. Unisys Primary Offices.

	Unisys Primary Offices		
1	Albany, NY	10 B Madison Ave Extension Albany, NY 12203	(518) 452-6100
2	Ashburn, VA	44664 Guilford Drive, Ashburn, VA 20147	(215) 986-4011
3	Augusta, GA	1 Seventh, Street, Suite A, Discovery Plaza, Augusta, GA 30901	(706) 842-6191
4	Blue Bell, PA	801 Lakeview Drive, Ste 100, Blue Bell, PA 19422	(215) 986-4011
5	Dallas, TX	2501 North Harwood St, Suite 1501, Dallas, TX 75201	(469) 250-1620
6	Eagan, MN	3199 Pilot Knobb Rd, Eagan, MN 55121	(651) 846-0006
7	Guaynabo (Regus)	Metro Parque 7 Street #1, Metro Office Park Guaynabo, Puerto Rico, 00968	(215) 986-4011
8	Harrisburg, PA	4250 Crums Mill Rd, Suite 105, Harrisburg, PA 17112	(215) 986-4011
9	Herndon, VA	12901 Worldgate, Drive, Suite 510, Herndon, VA 20170	(215) 986-4011
10	Honolulu	700 Bishop Street, Suite 507, Honolulu, Hawaii, 96813	(808) 587-3730
11	Irvine, CA	6 Cromwell, Irvine, CA 92618	(949) 380-5000
12	New York, NY	183 Centre Street 13th floor, New York, NY 10013	(215) 986-4011
13	Richmond, VA	1051 E, Cary Street, Suite 610, Richmond, VA 23219	(215) 986-4011
14	Salt Lake City, UT	4750 West 2100 South, Suite 300, Ninigret Office Park, Salt Lake City, UT 84120	(801) 594-5660
15	Wilmington, DE	501 Silverside Rd, Suite 18, Wilmington, DE 19809	(215) 986-4011

e. Relationships With the State

The bidder should describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any Party named in the bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

Unisys Response

Unisys has not conducted business with Nebraska within the past 5 years.

f. Bidder's Employee Relations to State

If any Party named in the bidder's proposal response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or

position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

Unisys Response

Unisys has had no business relationship with any Nebraska state employees in the past 12 months.

g. Contract Performance

If the bidder or any proposed subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past ten (10) years, so declare.

If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.

Unisys Response

Neither Unisys nor its subcontractors have been party to a contract default in the past 5 years.

h. Summary Of Bidder's Corporate Experience

The bidder should provide a summary matrix listing the bidder's previous projects similar to this solicitation in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder should address the following:

i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this solicitation. These descriptions should include:

a. The time period of the project;

b. The scheduled and actual completion dates;

c. The bidder's responsibilities.

d. For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and

e. Each project description should identify whether the work was performed as the prime bidder or as a subcontractor. If a bidder performed as the prime bidder, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

ii. Bidder and subcontractor(s) experience should be listed separately. Narrative descriptions submitted for subcontractors should be specifically identified as subcontractor projects.

iii. If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the bidders above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

Unisys Response

To assist the Nebraska State Patrol (NSP), Unisys and Diverse Computing (DCI) have formed a partnership to transform your Law Enforcement Messaging System into a fully modern, Cloud-based solution. With the combined talents of our two seasoned law enforcement technology teams, you will optimize your secure collaboration with other agencies, leverage automation to decrease the need for costly technical support, and rapidly scale for future NSP service offerings by creating a CJIS cloud-enabled foundation in Azure. Unisys and DCI will deliver this solution on time, with minimum operational disruption, providing a lower cost of ownership.

This "better together" approach offers the reliable Unisys LEMS/JX message switch with a fully modern and easy-to-use DCI eAgent user interface (UI). NSP will attain a quicker transformation from old-to-new technology and greatly improved user experiences, plus broaden CJIS services usage with minimal training needs. Access is simple, through a responsive UI that uses a consumer-based design, similar to web applications people use every day. Regardless of the device or provider — from an iPhone to a laptop using Windows — the interface automatically adjusts providing unprecedented ease of use.

This Unisys message switch/DCI UI combination is going into production in several other large CJIS law enforcement environments, including Nevada and Philadelphia. Since this collaborative solution is already fully integrated and slated to go live in the Azure CJIS Gov Cloud, NSP will benefit significantly from our lessons learned creating a Cloud-based message switch environment. Only the Unisys/DCI Team have done this to date. Please see the client references in **Table 3** for further details on where we have helped our law enforcement customers successfully implement the LEMS solution. A list of DCI eAgent 2.0 clients is shown in **Table 4**. We have also included project references for Unisys from **Table 5** through **7**, and you will find DCI project references from **Table 8** to **10**.

Table 3. Past and Present Unisys LEMS Clients.

REF #	Client	Message Switch Name?	Years Under Contract	Current or Past	Permission to Contact?
1	Georgia Bureau of Investigation	Unisys LEMS/JX	27	Current	Yes
2	Louisiana Department of Public Safety & Corrections	Unisys LEMS/JX	31	Past	Yes
3	Minnesota Bureau of Criminal Apprehension	Unisys LEMS/JX	26	Current	Yes
4	Nebraska State Patrol	Unisys LEMS/JX	17	Past	NA
5	North Carolina State Bureau of Investigation	Unisys LEMS/JX	32	Current	Yes
6	Oregon State Police	Unisys LEMS/JX	16	Past	Yes
7	Pennsylvania State Police	Unisys LEMS/JX	32	Current	Yes
8	Philadelphia Police Department	Unisys LEMS/JX	5	Current	Yes
9	South Carolina Law Enforcement Division	Unisys LEMS/JX	32	Current	Yes
10	United States Department of Homeland Security	Unisys LEMS/JX	13	Past	Yes

Table 4. Past and Present DCI eAgent 2.0 Clients.

REF #	Client	Message Switch Name?	Years Under Contract	Current or Past	Permission to Contact?
1	New Jersey State Police (NJSP)	Switch: eAgent FUSE GUI: eAgent 2.0	4 Years	Current	Yes
2	South Dakota Department of Public Safety (SDLETS)	Switch: eAgent FUSE GUI: eAgent 2.0	5 Years	Current	Yes
3	Florida Department of Law Enforcement (FDLE)	Switch: Paradigm4 GUI: eAgent 2.0	17 Years	Current	Yes
4	Tennessee Bureau of Investigation (TBI)	Switch: Paradigm4 GUI: eAgent 2.0	8 Years	Current	Yes
5	Oregon State Police (OSP)	Switch: eAgent FUSE GUI: eAgent 2.0	5 Years	Current	Yes
6	Washington DC Metropolitan Police Department (MPD)	Switch: eAgent FUSE GUI: eAgent 2.0	8 Years	Current	Yes
7	Transportation Security Administration (TSA)	Switch: eAgent FUSE GUI: eAgent 2.0	11 Years	Current	Yes
8	United States Secret Service (USSS)	Switch: eAgent FUSE GUI: eAgent 2.0	Years	Current	Yes

Table 5. Unisys Project Reference #1.

Unisys Project Reference #1	
Company / Client Name:	Nevada Department of Public Safety
Address / City, State Zip Code:	1886 E. College Parkway, Carson City, NV 89706
Contact Name and Title:	Julie Ornellas, NCJIS Modernization Program Administrator
Contact Phone Number:	(775) 687-7244
Contact Email Address:	jornellas@dps.state.nv.us
Applicable Dates of Service:	2019-Present
Original Budget:	$27.1M
Current Budget:	$37M (Increase related to client requested scope increase)
Original Project Completion Target:	4/31/24
Current Project Completion Target:	10/31/2024 (client requested delay)
Description of Project:	Unisys is the prime contractor for this complete modernization of the Nevada Department of Public Safety (DPS) Records, Communications and Compliance Division (RCCD) CJIS environment. This project involves replacement of the DPS message switch and user interface along with multiple other systems, including the computerized criminal history (CCH) solution, all firearms management and civil background check systems as well as an information portal and help desk. The entire environment will be Azure CJIS Gov Cloud based, including the first-of-its-kind Cloud-based message switch.
Similarities to NSP Project:	The Unisys LEMS/JX message switch implementation combined with the DCI eAgent user interface in the Nevada Project will be of the same architecture, scope and size as the proposed NSP Project. A similar number of users and integration points will exist between the switch and various databases, and the project timing as well as the needed configuration will be close to the same. Most importantly, since Unisys and DCI are the only team to have created a law enforcement message switch in the Cloud, the lessons learned in our Nevada project will be directly transferable to the NSP message switch modernization effort.

Table 6. Unisys Project Reference #2.

Unisys Project Reference #2	
Company / Client Name:	Minnesota Bureau of Criminal Apprehension (BCA)
Address / City, State Zip Code:	1430 Maryland Avenue East St. Paul, MN 55106
Contact Name and Title:	Diane Bartell, Deputy Director
Contact Phone Number:	(651) 793-2590
Contact Email Address:	diane.bartell@state.mn.us
Applicable Dates of Service:	1995 – Present
Original Budget:	Approximately $1.5M
Current Budget:	Approximately $1.5M
Original Project Completion Target:	6/30/1997
Current Project Completion Target:	6/30/1999
Description of Project:	Unisys was the prime contractor and implemented our LEMS/JX Message Switch with a PsPortals Portal XL user interface into the BCA on-premise environment. We did so while assisting BCA with migration from a mainframe legacy message switch and text terminal. Data was seamlessly moved to the SQL database. We also Integrated LEMS/JX with an existing Enterprise Service Bus (ESB), Computerized Criminal History (CCH), Hot Files, Sexual Offender Registry and Protection Order Registry. The Unisys Team created or assisted with connections to NCIC, Nlets and dozens of other federal, state and local databases and systems using web services. We later converted messaging to XML, including the first-in-the-country NLETS XML conversion. Unisys is now in the process of conducting an NCIC XML conversion for BCA. The Unisys Team is currently assisting BCA with the analysis and acquisition of a new UI, and DCI eAgent is being strongly considered. We currently provide ongoing maintenance and support for all BCA LEMS and LEMS UI operations, including technical assistance and regulatory upgrades as well as new feature requests.
Similarities to NSP Project:	The Unisys BCA and NSP Projects are of comparable scope, as each are replacements of both the statewide message and user interface. They are also similar in complexity with an equivalent number of data integrations, system configurations and Hot File customizations.

Table 7. Unisys Project Reference #3.

Unisys Project Reference #3	
Company / Client Name:	Philadelphia Police Department (PPD)
Address / City, State Zip Code:	750 Race Street Philadelphia, PA 19106
Contact Name and Title:	Lieutenant Joseph Lapetina, CJIS Security Officer
Contact Phone Number:	(215) 686-1287
Contact Email Address:	Joe.Lapentina@Phila.gov
Applicable Dates of Service:	October 2016 - Present
Original Budget:	$2.5M
Current Budget:	$2.5M
Original Project Completion Target:	10/1/2018
Current Project Completion Target:	10/1/2018
Description of Project:	Unisys implemented our LEMS/JX Message Switch with a PsPortals Portal XL user interface into the PPD on-premise environment. We also Integrated LEMS /JX with several Mainframe applications, CAD 911 system, NCIC, a scofflaws system and Peak Performance CJIS Validation and nexTEST solutions. Our team also implemented a custom reporting solution, synergized with a PPD active directory for enhanced security, and have converted certain message types to XML. We currently provide ongoing maintenance and support for all PPD LEMS and LEMS UI operations, including technical assistance and regulatory upgrades as well as new feature requests. We recently assisted PPD with the physical movement of its entire police headquarters to include all LEMS and UI technical components of both solutions in coordination with all other related PPD technology systems.
Similarities to NSP Project:	The Unisys PPD and NSP projects have similar scope in that they are replacements of both message switches and user interfaces for a comparable number of overall users. Both systems will serve similar-sized populations and will process a comparable number of annual messages. Additionally, Unisys is in the process of providing PPD with a pilot of the DCI eAgent UI as part of the next step in their CJIS modernization efforts.

Table 8. DCI Project Reference #1.

DCI Project Reference #1	
Company / Client Name:	New Jersey State Police
Address / City, State Zip Code:	1040 River Rd, Ewing Township, NJ 08628
Contact Name and Title:	SFC Alfred Scotti, CJIS Manager
Contact Phone Number:	(609)882-2000 Extension: 2503
Contact Email Address:	Alfred.Scotti@njsp.org
Applicable Dates of Service:	2018-present
Original Budget:	$978.200
Current Budget:	$978,200
Original Project Completion Target:	6/20/2018
Current Project Completion Target:	4/20/2019
Description of Project:	Diverse Computing, Inc. (DCI) is the prime contractor for this complete modernization of New Jersey State Police's (NJSP) CJIS systems. This project included the replacement of the NJSP's message switch system, hot files, and user interface with DCI's eAgent suite of products. The entire environment is operated in a dedicated CJIS cloud through Nlets.
Similarities to NSP Project:	The DCI eAgent 2.0 user interface used in the New Jersey system is the same solution proposed for the NSP project. The eAgent 2.0 User Interface is configured to handle all New Jersey, NCIC, and Nlets message keys.

Table 9. DCI Project Reference #2.

DCI Project Reference #2	
Company / Client Name:	Washington, DC, Metropolitan Police Department (MPD)
Address / City, State Zip Code:	441 4th St. NW, Suite 700 South, Washington, DC 20001
Contact Name and Title:	Donald V. Dudley, CJIS CSO
Contact Phone Number:	(202) 727-8712
Contact Email Address:	donald.dudley@dc.gov
Applicable Dates of Service:	2009-present
Original Budget:	$385,482
Current Budget:	$385,482
Original Project Completion Target:	5/19/2009
Current Project Completion Target:	11/1/2019
Description of Project:	DCI is the prime contractor for the modernization of the Metropolitan Police Department's (MPD) WALES and CCH system. This project involved the implementation of DCI's eAgent FUSE message switch system as MPD's Wales message switch system and DCI's eAgent 2.0 as the agency's NCIC and NLETS user interface. Subsequent projects include the replacement of MPD's computerized criminal history (CCH) system with DCI's eAgent Identity Center.
Similarities to NSP Project:	The DCI eAgent 2.0 user interface used in the Wales system is the same solution proposed for the NSP project. The eAgent 2.0 User Interface is configured to handle all MPD's, NCIC, and Nlets message keys.

Table 10. DCI Project Reference #3.

DCI Project Reference #3	
Company / Client Name:	Delaware State Police
Address / City, State Zip Code:	1407 N. Dupont Highway, Dover, DE 19901
Contact Name and Title:	Renee Rigby, CSO
Contact Phone Number:	(302)672-5444
Contact Email Address:	Renee.rigby@delaware.gov
Applicable Dates of Service:	2014-Present
Original Budget:	$386,000
Current Budget:	$386,000
Original Project Completion Target:	11/12/2016
Current Project Completion Target:	3/8/2017
Description of Project:	Diverse Computing, Inc. (DCI) is the prime contractor for this complete modernization of Delaware State Police's (DSP) DELJIS system. This project involved the replacement of the DELJIS message switch system, hot files, and user interface.
Similarities to NSP Project:	The DCI eAgent 2.0 user interface used in the Delaware system is the same solution proposed for the NSP project. The eAgent 2.0 User Interface is configured to handle all Delaware, NCIC, and Nlets message keys.

i. Summary of Bidder's Proposed Personnel/Management Approach

The bidder should present a detailed description of its proposed approach to the management of the project.

The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this solicitation. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

Unisys Response

Our understanding of the NSP's requirements is based on decades of experience as a global systems integrator, maintaining long-term relationships with clients as a trusted advisor and provider of solutions and services. We are committed to local, state, and federal criminal justice and public safety domains, which gives us a deep reservoir of expertise and lessons learned that we apply to every project. For many organizations, we have excelled at supporting standards-based and complex integration with legacy internal and external agency systems. This experience and commitment translate to lower risk and higher quality for the MSS Modernization project. Having experienced and knowledgeable personnel who understand the unique business requirements of the applications within the MSS system will improve the quality of the design documents and result in achieving project schedule milestones as well as end-user satisfaction.

The Unisys Team's approach to meeting our clients' needs focuses on providing the system, the people, and the access to the data required to respond effectively to a complex, dynamic technology

environment. Project Management must monitor the performance of the teams and take actions as needed to keep the project on plan and report the project's progress regularly. Events (such as obtaining deliverable acceptance) drive some Project Management tasks, and time intervals (such as reporting performance) drive others. These tasks are identified in the Project Schedule section (**Exhibit 3 – MSS Integrated Master Schedule**) and align to the Implementation and Operations Plans outlined in this RFP.

Through decades of delivering high-quality complex solutions for our clients, Unisys developed the Unisys Solutions and Services Delivery Framework (SDF), which is aligned with the Project Management Institute's Guide to Project Management Body of Knowledge (PMBOK) – Fourth Edition and PMI best practices. SDF provides the platform to consistently deliver projects that reliably meet success criteria. The Unisys SDF is the unique One-Unisys framework that applies to all Unisys projects worldwide. The SDF contains core delivery methodologies and work product artifacts as well as focuses on defined best practices. The SDF methods are process and activity based and include key role-based disciplines like Project Management. Each method defines by role the phases, activities, tasks, and work products required to consistently deliver repeatable results. These proven and repeatable methods deliver consistent results and quality in the way we deliver services and solutions to clients.

These methods are founded on commonly recognized industry best practices. Executed by our experienced Project Management staff, SDF conforms to the PMI phases: initiate, plan, launch, manage, control, and close — and is rated as optimized or level 5, the highest level on the Software Engineering Institute's (SEI's) Capability Maturity Model Integration (CMMI) maturity scale. SDF brings discipline and governance to the entire project — mutually establishing business operations and setting clear expectations from start to finish. Documented and transparent operations will provide NSP and the state with full visibility into each project phase, showing that all operations are being performed according to the project plan and established guidelines. SDF mandates a comprehensive set of project plans that document the detailed management processes used to manage all the project's aspects effectively — the Unisys SDF Project Plans are shown in **Figure 1**.
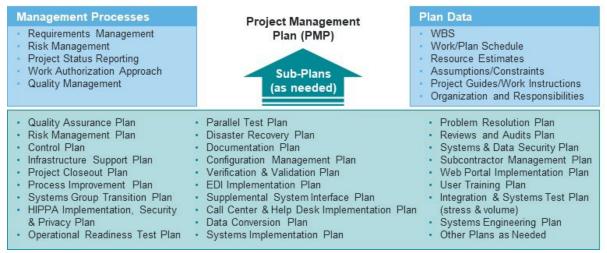

Figure 2. Unisys SDF Project Plans.

Unisys developed SDF with an eye to meeting the variety of technology challenges facing our clients as they implement systems similar to NSP's system, including:

- Providing a clear direction for the project with periodic project schedule updates

- Saving time by providing predefined processes, procedures and templates

- Increasing productivity by providing scope and configuration management

- Improving deliverable quality with deliverable review procedures and quality reviews.

Consistent processes, clear communication, tested techniques, and industry-proven tools are required to plan and organize the work as well as to establish a robust communications plan so that information is continuously shared among the project's members and stakeholders. These processes are crucial to properly manage the project's scope, focus on effective issue and risk management, balance business priorities and constraints across tasks and time, and confirm that effective resources are used for optimum benefit. SDF is very effective when used together with a Project Management Office (PMO) and a Project Governance Model.

The Project Management Office (PMO)

Our Project Management approach uses the Project Management Office (PMO) concept, which has proven to be extremely important in managing statewide engagements. According to a survey conducted by the Project Management Institute, the top two reasons for establishing a PMO are to improve project success rates and to implement standard practices.
A PMO structure also facilitates improved communication with executive management and supports strategic planning with all levels of management when used in a governance model. Business outcomes improve as projects because they are no longer isolated parts of the organization. The PMO structure maintains good governance and creates a level of coordination and consistency. Without a PMO, it is difficult to determine project performance. As NSP's business needs and challenges evolve and become more complex, sophisticated methodologies will often be needed to manage them.

The Governance Model

The governance model describes the roles of the project's participants. Unisys suggests a governance model for the MSS Modernization project that divides project responsibilities and focus into three tiers: the Executive Steering Committee (Strategic), the Operations Steering Committee (Tactical), and the Project Steering Committee (Project Execution and Management). Each level in the governance model shown in **Figure 2** is responsible for specific project activities and decisions.
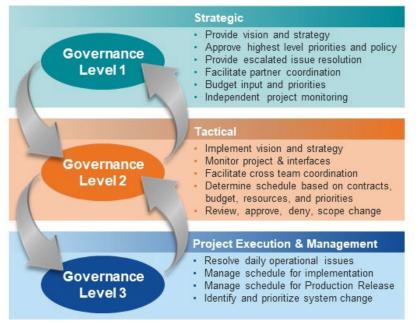
Figure 3. Levels of the Unisys Governance Model.

The governance model will be detailed in the Communication Plan and define how project stakeholders should engage with the project and what is expected of them. It will describe the quality control processes so that users of the project outputs meet expectations. The development and communication of a clear and concise governance model is critical to the project's success. The governance structure is also an important tool and process for issue resolution and escalation. Issues, risks, and changes will flow through the three tiers of the governance model for appropriate resolution and escalation. The entry point into the governance model depends on the nature and the severity required to resolve the problem. The governance model is structured to incorporate all stakeholders of the project at each level.

Meeting of the governance members will depend on the project's current state and the overall project schedule, but the approach shown in **Figure 3** is suggested.
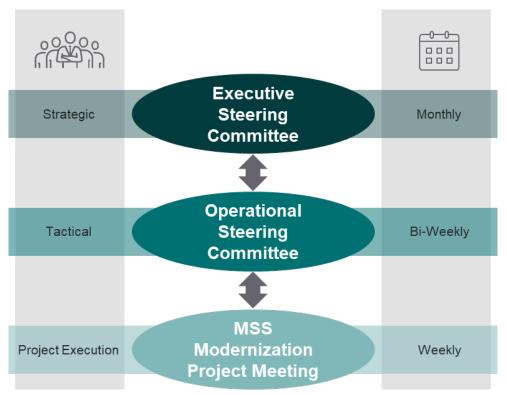
Figure 3. Meetings in the Unisys Governance Model.

Tools

The Unisys Team SDF methodology is "tool agnostic" because the chosen toolset for managing the project can be any of a variety of application lifecycle management (ALM) tools. Unisys has used many different toolsets and often will use the client's preferred tools to avoid client retraining and purchasing of software licenses. Unisys also has internal tools for software implementation and development that we can use if needed. Access and licenses would be limited to Unisys. Tools required to support the ALM process include tools for:
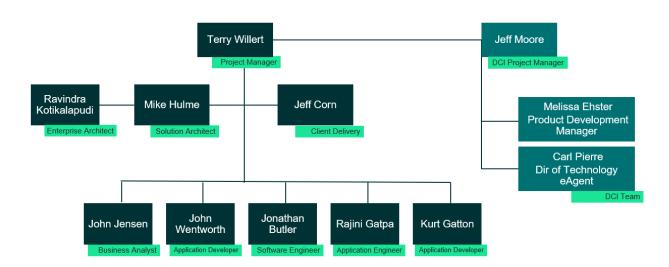
1. Requirements Management.

2. System design and development.

3. Software configuration management.

4. Software testing, including regression testing.

Figure 4 outlines the organizational structure of the Unisys Team Leadership and Key Personnel that will support the State of Nebraska LEMS project.

Leadership and Organizational Structure

Figure 4. The Unisys Team Leadership and Key Personnel.

The bidder should provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the solicitation in addition to assessing the experience of specific individuals.

Unisys Response

The Unisys Team is including our proposed key personnel resumes as required in the State of Nebraska's Request for Proposal (RFP) for Contractual Service solicitation number 6724 Z1 Section IV Volume I Business Proposal part i Summary of Bidder's Proposed Personnel/Management Approach. This portion of the Unisys response is deemed proprietary and confidential to protect the identities and contact information of each of our proposed candidate's professional references. Unisys has provided references for our Leadership team members and for our partner, Diverse Computing. Resumes have been provided for all the team members included in **Table 11**, who will support the State of Nebraska.

Table 11. Names and Roles for Unisys and the Diverse Computing Team.

Unisys Team	Role
Mike Hulme – Leader	Senior Enterprise and Solution Architect
Terry Willert – Leader	Senior Project Manager

Unisys Team	Role
Jeff Corn – Leader	Senior Delivery Leader
Ravindra Kotikalapudi-Leader	Enterprise Architect
John Jensen	Business Analyst
John Wentworth	Senior Application Developer
Kurt Gatton	Senior Application Developer
Rajini Gatpa	Application Development Engineer
Jonathan Butler	Software Engineer
Diverse Computing Team	**Role**
Jeff Moore	Director of Project Management
Melissa Ehster	Product Development Manager
Carl Pierre	Director of Technology for eAgent

Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

Unisys Response

Unisys has provided resumes of our team as an appendix to this proposal. Our team's resumes have been included as separate document marked as proprietary information.

j.   Subcontractors

Unisys Response

Unisys and Diverse Computing (DCI) have formed a partnership to transform your Law Enforcement Messaging System into a fully modern, Cloud-based solution. As requested, we have provided the following information about our partner.

If the bidder intends to subcontract any part of its performance hereunder, the bidder should provide:

a.   name, address, and telephone number of the subcontractor(s);

Jamie Blakely, Chief Customer Officer

Diverse Computing, Inc.
3717 Apalachee Parkway, Suite 102
Tallahassee, FL 32311
O: 850.656.3333 ext.291 | C: 217.299.0613
Email: jblakley@diversecomputing.com
www.diversecomputing.com

> *b.   specific tasks for each subcontractor(s);*

Unisys has provided **Exhibit 3 – MSS Integrated Master Schedule**, for details on the project schedule, deliverables, and resource allocation. Unisys has defined our partner's, Diverse Computing, specific tasks.

> *c.   percentage of performance hours intended for each subcontract; and*

Unisys has provided **Exhibit 3 – MSS Integrated Master Schedule**, for details on the project schedule, deliverables, and resource allocation. Unisys has defined our partner's, Diverse Computing, specific tasks and performance hours.

> *d.   total percentage of subcontractor(s) performance hours.*

Unisys has provided **Exhibit 3 – MSS Integrated Master Schedule**, for details on the project schedule, deliverables, and resource allocation. Unisys has defined our partner's, Diverse Computing, specific tasks. Please see **Exhibit 3** for the total hours to be performed by Diverse Computing, Inc.

Response to 6724 Z1 RFP Sections II through VI:

Unisys has completed and responded to RFP 6724 Z1 Sections II though Section VI as required in the request for proposal. Please note, Ron Ellis (RE), Unisys Engagement Executive, has initialed each response on behalf of Unisys. In addition, we have included as part of this proposal the end user license agreements as requested.

II. TERMS AND CONDITIONS

Bidders should complete Sections II through VI as part of their proposal. Bidder should read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the solicitation, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this solicitation. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

The bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.
If a conflict or ambiguity arises after the Addendum to Contract Award has been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:
1. If only one Party has a particular clause then that clause shall control;

2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;

3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

A.   GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
RE			

The Contract resulting from this solicitation shall incorporate the following documents:
1. Request for Proposal and Addenda;

2. Amendments to the solicitation;

3. Questions and Answers;

4. Contractor's proposal (Contractor's response to the solicitation and properly submitted documents); and
5. Amendments and Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendments and addendums to the executed Contract with the most recent dated amendment or addendum, respectively, having the highest priority, 2) Amendments to solicitation, 3) Questions and Answers, 4) the original solicitation document and any Addenda, and 5) the Contractor's submitted Proposal. Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
RE			

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally, electronically or mailed. All notices, requests, or communications shall be deemed effective upon receipt.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

C. BUYER'S REPRESENTATIVE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
RE			

The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document, and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the

State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

E.   BEGINNING OF WORK

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
RE			

The awarded bidder shall not commence any billable work until a valid contract has been fully executed by the State. The awarded bidder will be notified in writing when work may begin.

F.   AMENDMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
RE			

This Contract may be amended in writing, within scope, upon the agreement of both parties.

G.   CHANGE ORDERS OR SUBSTITUTIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		RE	The State should be responsible for price increases to the extent relevant information was not made known to the Contractor during the proposal process.

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to

the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal and were foreseeable based on the State's disclosure of information during the proposal process, including but not limited to documentation and due diligence, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

In the event any product is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract or purchase order to include the alternate product at the same price.

Contractor will not substitute any item that has been awarded without prior written approval of SPB

H.   VENDOR PERFORMANCE REPORT(S)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
RE			

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. The State Purchasing Bureau may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

I.   NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
RE			

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

J.   BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

		RE	Termination under this provision should be based on material breach, to include nonpayment. Remedies should be determined based on the instant circumstances, including prospective cost recovery. Neither incidental nor consequential damages shall be recoverable under any circumstance.

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its material obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources ~~and hold the Contractor responsible for any excess cost occasioned thereby. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.~~

~~The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.~~

K. NON-WAIVER OF BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
RE			

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

L. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
RE			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

M. INDEMNIFICATION

Accept (Initial)	Reject (Initial)		Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			RE	1. Unisys has revised certain language to clarify the nature and circumstances of the applicable indemnities. 2. Confidential information is not necessarily intellectual property and as such should not be included in this provision. Unisys agrees to make the state whole pursuant to the balance of this provision but does not agree that IP infringement should be treated as a breach of warranty.

1. GENERAL

   The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, actions, causes of action ("the claims") and pay such damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and reasonable attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or tangible property loss or damage, arising out of, resulting from, or attributable to to the extent caused by the willful misconduct, negligence, or negligent error, or omission of the Contractor, its employees, subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State or any other party not within the control of Contractor which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

   The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, or trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

   If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated

~~judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this solicitation.~~

3. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (§ 81-8,294), Tort (§ 81-8,209), and Contract Claim Acts (§ 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

N. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
RE			

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails.

O. RETAINAGE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		RE	If the State terminates for any reason other than the Contractor's fault the State should release accrued retainage.

The State will withhold ten percent (10 %) of each progress payment due as retainage, The entire retainage amount will be payable upon successful completion of the implementation and

acceptance of system.net. No retainage will be applied to any payments due during the post-implementation phase. Upon completion of the implementation, the Contractor will invoice the State for any outstanding work and for the retainage. The State may reject the final invoice by identifying the specific reasons for such rejection in writing to the Contractor within forty-five (45) calendar days of receipt of the final implementation invoice. Otherwise, the project will be deemed accepted and the State will release the final payment and retainage in accordance with the contract payment terms. The contractor must be able to perform the uncompleted work and earn the retainage prior to the termination of the contract. If the ~~contract~~ State terminates the contract due solely to the Contractor's fault ~~terminate~~ prior to completion of the implementation, the State will not release accrued retainage.

P. LIQUIDATED DAMAGES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		RE	Unisys will agree to a milestone deliverable schedule based on mutually agreed acceptance criteria and reasonable defined damages for late completion of applicable deliverables.

The purpose of liquidated damages is to ensure expeditious progression of the execution of the implementation and operations plans and adherence to the RFP and Contract. Failure to meet the dates for the deliverables defined in the approved DEL-03 (Integrated Master Schedule) as defined in RFP Attachment A (MSS Implementation Plan) as agreed upon by the parties may result in an assessment of liquidated damages. ~~Imposing liquidated damages is determined at the sole discretion of the State. Liquidated damages are due to the State in the amount of of $1,000.00 U.S. dollars per day and continue until the deliverables are approved. Contractor will be notified by the State in writing when liquidated damages will commence.~~

Q. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
RE			

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

R. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
RE			

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

S. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
RE			

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

T. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
RE			

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

U.   EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		RE	Unisys will agree to termination for the State's convenience. To the extent there are any early termination fees, e.g., unamortized charges, etc., Unisys will be entitled to reimbursement for such fees.

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.

2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided and any early termination fees to the extent applicable.

3. The State may terminate the contract immediately for the following reasons:

a. if directed to do so by statute;

b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;

c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;

d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;

e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either

expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;

f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;

g. Contractor intentionally discloses confidential information;

h. Contractor has or announces it will discontinue support of the deliverable; and,

i. In the event funding is no longer available.

V. CONTRACT CLOSEOUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		RE	Transition out should be based on a mutually agreed termination assistance plan.

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;

2. Transfer ownership and title to all completed or partially completed deliverables to the State;

3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;

4. ~~Reasonably~~ Cooperate with any successor Contactor, person or entity in the assumption of any or all of the obligations of this contract as mutually agreed by the parties.

5. ~~Reasonably~~ Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract as mutually agreed by the parties.

6. Return or vacate any state owned real or personal property; and,

7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

5. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		RE	Unisys agrees to be solely responsible for damages incurred based on its employees' negligent performance and its employees' employment claims.

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the bidder's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.
All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.
With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;

2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;

3. Damages incurred by Contractor's employees negligent performance within the scope of their duties under the contract;

4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;

5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,

6. All claims on behalf of Contractor personnel any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder's proposal. The Contractor shall agree that it

will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.
The Contractor shall include a similar provision, for the protection of the State, in the contract with any subcontractor engaged to perform work on this contract.

B.   **EMPLOYEE WORK ELIGIBILITY STATUS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
RE			

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.
If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at http://das.nebraska.gov/materiel/purchasing.html

2. The completed United States Attestation Form should be submitted with the solicitation response.

3. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

4. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

C.   **COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT/NONNDISCRIMINATION (Statutory)**

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar

provision in all Subcontracts for goods and services to be covered by any contract resulting from this solicitation.

D. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
RE			

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

E. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
RE			

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		RE	Unisys agrees to the extent such information, data, or deliverable is developed or obtained exclusively for the State pursuant to this contract.

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of and exclusively for the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed exclusively for the State as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

G. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
RE			

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;

2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,

3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) year of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) year following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.
Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of**

subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter. The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. **COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory**. **The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal/Advertising Injury	$1,000,000 per occurrence
Bodily Injury/Property Damage	$1,000,000 per occurrence
Medical Payments	$10,000 any one person
Damage to Rented Premises (Fire)	$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.	
WORKER'S COMPENSATION	
Employers Liability Limits	$500K/$500K/$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
Professional liability (Medical Malpractice)	Limits consistent with Nebraska Medical Malpractice Cap
Qualification Under Nebraska Excess Fund	
All Other Professional Liability (Errors & Omissions)	$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	$10,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

3.   **EVIDENCE OF COVERAGE**

The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:
State of Nebraska
State Purchasing Bureau
Attn: Connie Heinrichs
RFP #: 6724 Z1
Email: connie.heinrichs@nebraska.gov

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

H. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
RE			

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

I. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
RE			

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

J. STATE PROPERTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
RE			

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

K. SITE RULES AND REGULATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
RE			

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

L. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
RE			

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

M. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at http://nitc.nebraska.gov/standards/2-201.html and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

unisys

N.   DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
RE			

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

O.   DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
RE			

Contractor certifies it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

P.   WARRANTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
RE			

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to the State, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse the State all fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

IV   PAYMENT

a.   PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Neb. Rev. Stat. §81-2403 states, "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."

b.   TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor

c.   INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
RE			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. The contractor is responsible for clearly identifying the contract number, full amount of each deliverable, the calculated value of the retainage, and the reduced amount invoiced. Each invoice will also include the full accumulated retainage amount to date. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

Submit invoices to:
The Nebraska State Patrol
P.O. Box 94907
Lincoln, NE 68509
402-471-4545

d.   INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
RE			

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect,

monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

e. PAYMENT (Statutory)

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

f. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

g. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)

The State's obligation to pay amounts due on the Contract for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

h. RIGHT TO AUDIT (First Paragraph is Statutory)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. §84-304 et seq.) The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		RE	Unisys will reimburse the State for any overcharge and correct any material weaknesses but will not be responsible for the State's audit costs.

The Parties shall pay their own costs of the audit ~~unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds three (3) percent (3%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit~~. Overpayments ~~and audit costs~~ owed to the State shall be paid

within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

Unisys requests the following provision be included in the Contract.

I. **LIMITATION OF LIABILITY**

Each party's sole and exclusive remedy for damages from any cause related to or arising out of this contract regardless of the legal theory, whether based on negligence, breach of contract, warranty or other legal theory, will be those provided in this contract. In no event shall the State or Contractor (including its affiliates, suppliers or subcontractors) be liable for (i) indirect, incidental, special, punitive, or consequential damages; (ii) lost profits, loss of use or loss of revenue (whether direct or indirect); (iii) damage to or loss of data; (iv) loss of goodwill or other diminution in the value of a party's business; or (v) claims against a party from others except for amounts for which a party is indemnified pursuant to this contract, in all cases even if known or foreseeable. Except for amounts for which a party is indemnified pursuant to this contract, the total aggregate liability of each party will not exceed the charges paid or payable to the Contractor under this contract during the twelve (12) months preceding the accrual of the claim.

Form A: Bidder Proposal Point of Contact

Request for Proposal Number 6724 Z1

Form A should be completed and submitted with each response to this solicitation. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	Unisys Corporation
Bidder Address:	801 Lakeview Drive, Ste 100 Blue Bell, PA 19422
Contact Person & Title:	Patrick Doyle, Client Executive
E-mail Address:	Patrick.Doyle@Unisys.com
Telephone Number (Office):	917 286-0016
Telephone Number (Cellular):	973 879-8230
Fax Number:	N/A

Each bidder should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	Unisys Corporation
Bidder Address:	801 Lakeview Drive, Ste 100 Blue Bell, PA 19422
Contact Person & Title:	Ron Ellis, Global Engagement Executive
E-mail Address:	Ron.Ellis@Unisys.com
Telephone Number (Office):	713 397-9895
Telephone Number (Cellular):	713 397-9895
Fax Number:	N/A

Request For Proposal for Contractual Services Form

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Request for Proposal and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free workplace.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

____ NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Request for Proposal.

____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

BIDDER NAME:	**Unisys Corporation**
COMPLETE ADDRESS:	801 Lakeview Drive, Ste 100 Blue Bell, PA 19422
TELEPHONE NUMBER:	713 397-9895
FAX NUMBER:	N/A
DATE:	January 26, 2023
SIGNATURE:	*Ron Ellis*
TYPED NAME & TITLE OF SIGNER:	Ron Ellis, Global Engagement Executive

2. End User License Agreements

MICROSOFT, Inc.

End User License Agreement

Microsoft Customer Agreement

This Microsoft Customer Agreement (the "Agreement") is between Customer and Microsoft and consists of these General Terms, the applicable Use Rights and SLAs, and any additional terms Microsoft presents when an order is placed. This Agreement takes effect when the Customer accepts these General Terms. The individual who accepts these General Terms represents that he or she is authorized to enter into this Agreement on behalf of the Customer.

General Terms

These General Terms apply to all of Customer's orders under this Agreement. Capitalized terms have the meanings given under "Definitions."

License to use Microsoft Products

a. **License grant.** Products are licensed and not sold. Upon Microsoft's acceptance of each order and subject to Customer's compliance with this Agreement, Microsoft grants Customer a nonexclusive and limited license to use the Products ordered as provided in the applicable Use Rights and this Agreement. These licenses are solely for Customer's own use and business purposes and are nontransferable except as expressly permitted under this Agreement or applicable law.

b. **Duration of licenses.** Licenses granted on a subscription basis expire at the end of the applicable subscription period unless renewed. Licenses granted for metered Products billed periodically based on usage continue as long as Customer continues to pay for its usage of the Product. All other licenses become perpetual upon payment in full.

c. **Applicable Use Rights.** For perpetual licenses, the Use Rights in effect when Customer orders a Product will apply. For subscriptions, the Use Rights in effect at the start of each subscription period will apply. Customers with subscriptions for Software may use new versions released during the subscription period subject to the Use Rights in effect when those versions are released. For metered Products billed periodically based on usage, the Use Rights in effect at the start of each billing period will apply during that period. Microsoft may update the Use Rights periodically, but material adverse changes for a particular version will not apply during the applicable license, subscription, or billing period.

d. **End Users.** Customer will control access to and use of the Products by End Users and is responsible for any use of the Products that does not comply with this Agreement.

e. **Affiliates.** Customer may order Products for use by its Affiliates. If it does, the licenses granted to Customer under this Agreement will apply to such Affiliates, but Customer will have the sole right to enforce this Agreement against Microsoft. Customer will remain responsible for all obligations under this Agreement and for its Affiliates' compliance with this Agreement.

f. **Reservation of Rights.** Microsoft reserves all rights not expressly granted in this Agreement. Products are protected by copyright and other intellectual property laws and international treaties. No rights will be granted or implied by waiver or estoppel. Rights to access or use a Product on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

g. **Restrictions.** Except as expressly permitted in this Agreement or Product documentation, Customer must not (and is not licensed to):

    (1) reverse engineer, decompile, or disassemble any Product, or attempt to do so;

    (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms;

Microsoft Customer Agreement:

(3) work around any technical limitations in a Product or restrictions in Product documentation;

(4) separate and run parts of a Product on more than one device;

(5) upgrade or downgrade parts of a Product at different times;

(6) transfer parts of a Product separately; or

(7) distribute, sublicense, rent, lease, or lend any Products, in whole or in part, or use them to offer hosting services to a third party.

h. License transfers. Customer may only transfer fully-paid, perpetual licenses to (1) an Affiliate or (2) a third party solely in connection with the transfer of hardware to which, or employees to whom, the licenses have been assigned as part of (a) a divestiture of all or part of an Affiliate or (b) a merger involving Customer or an Affiliate. Upon such transfer, Customer must uninstall and discontinue using the licensed Product and render any copies unusable. Customer must notify Microsoft of a License transfer and provide the transferee a copy of these General Terms, the applicable Use Rights and any other documents necessary to show the scope, purpose and limitations of the licenses transferred. Attempted license transfers that do not comply with this section are void.

i. Customer Eligibility. Customer agrees that if it is purchasing academic, government or nonprofit offers, Customer meets the respective eligibility requirements (https://aka.ms/eligiblitydefinition). Microsoft reserves the right to verify eligibility and suspend product use if requirements are not met.

Non-Microsoft Products.

Non-Microsoft Products are provided under separate terms by the Publishers of such products. Customer will have an opportunity to review those terms prior to placing an order for a Non-Microsoft Product through a Microsoft online store or Online Service. Microsoft is not a party to the terms between Customer and the Publisher. Microsoft may provide Customer's contact information and transaction details to the Publisher. Microsoft makes no warranties and assumes no responsibility or liability whatsoever for Non-Microsoft Products. Customer is solely responsible for its use of any Non-Microsoft Product.

Verifying compliance.

Customer must keep records relating to Products it and its Affiliates use or distribute. At Microsoft's expense, Microsoft may verify Customer's and its Affiliates' compliance with this Agreement at any time upon 30 days' notice. To do so, Microsoft may engage an independent auditor (under nondisclosure obligations) or ask Customer to complete a self-audit process. Customer must promptly provide any information and documents that Microsoft or the auditor reasonably requests related to the verification and access to systems running the Products. If verification or self-audit reveals any unlicensed use, Customer must, within 30 days, order sufficient licenses to cover the period of its unlicensed use. Without limiting Microsoft's other remedies, if unlicensed use is 5% or more of Customer's total use of all Products, Customer must reimburse Microsoft for its costs incurred in verification and acquire sufficient licenses to cover its unlicensed use at 125% of the then-current Customer price or the maximum allowed under applicable law, if less. All information and reports related to the verification process will be Confidential Information and used solely to verify compliance.

Privacy.

a. Personal Data. Customer consents to the processing of Personal Data by Microsoft and its Affiliates, and their respective agents and subcontractors, as provided in this Agreement. Before providing Personal Data to Microsoft, Customer will obtain all required consents from third parties (including

Microsoft Customer Agreement:

Customer's contacts, Partners, distributors, administrators, and employees) under applicable privacy and data protection laws.

b. **Location of Personal Data.** To the extent permitted by applicable law, Personal Data collected under this Agreement may be transferred, stored and processed in the United States or any other country in which Microsoft or its Affiliates, or their respective agents and subcontractors, maintain facilities. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of Personal Data from the European Economic Area and Switzerland.

Confidentiality.

a. **Confidential Information.** "Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including, but not limited to, Customer Data, the terms of this Agreement, and Customer's account authentication credentials. Confidential Information does not include information that (1) becomes publicly available without a breach of a confidentiality obligation; (2) the receiving party received lawfully from another source without a confidentiality obligation; (3) is independently developed; or (4) is a comment or suggestion volunteered about the other party's business, products or services.

b. **Protection of Confidential Information.** Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose Confidential Information to third parties, except to its Representatives, and then only on a need-to-know basis under nondisclosure obligations at least as protective as this Agreement. Each party remains responsible for the use of Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party. The Online Services Terms may provide additional terms regarding the disclosure and use of Customer Data.

c. **Disclosure required by law.** A party may disclose the other's Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

d. **Residual information.** Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

e. **Duration of Confidentiality obligation.** These obligations apply (1) for Customer Data, until it is deleted from the Online Services; and (2) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

Product warranties.

a. **Limited warranties and remedies.**

(1) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during Customer's use. Customer's remedies for breach of this warranty are described in the SLA.

(2) **Software.** Microsoft warrants that the Software version that is current at the time will perform substantially as described in the applicable Product documentation for one year from the date Customer acquires a license for that version. If it does not, and Customer notifies Microsoft within

Microsoft Customer Agreement:

the warranty term, Microsoft will, at its option, (a) return the price Customer paid for the Software license or (b) repair or replace the Software.

The remedies above are Customer's sole remedies for breach of the warranties in this section. Customer waives any warranty claims not made during the warranty period.

b. **Exclusions.** The warranties in this Agreement do not apply to problems caused by accident, abuse, or use inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, preview, or prerelease products, or to components of Products that Customer is permitted to redistribute.

c. **Disclaimer. Except for the limited warranties above and subject to applicable law, Microsoft provides no other warranties or conditions for Products and disclaims any other express, implied or statutory warranties for Products, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.**

Defense of third-party claims.

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

a. **By Microsoft.** Microsoft will defend Customer against any third-party claim to the extent it alleges that a Product made available by Microsoft for a fee and used within the scope of the license granted under this Agreement (unmodified from the form provided by Microsoft and not combined with anything else), misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party. If Microsoft is unable to resolve a claim of misappropriation or infringement, it may, at its option, either (1) modify or replace the Product with a functional equivalent or (2) terminate Customer's license and refund any license fees (less depreciation for perpetual licenses), including amounts paid in advance for unused consumption for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Customer's continued use of a Product after being notified to stop due to a third-party claim.

b. **By Customer.** To the extent permitted by applicable law, Customer will defend Microsoft and its Affiliates against any third-party claim to the extent it alleges that: (1) any Customer Data or Non-Microsoft Product hosted in an Online Service by Microsoft on Customer's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Customer's use of any Product, alone or in combination with anything else, violates the law or harms a third party.

Limitation of liability.

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the Products during the term of the applicable licenses, subject to the following:

a. **Subscriptions.** For Products ordered on a subscription basis, Microsoft's maximum liability to Customer for any incident giving rise to a claim will not exceed the amount Customer paid for the Product during the 12 months before the incident.

Microsoft Customer Agreement:

b. **Free Products and distributable code.** For Products provided free of charge and code that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US$5,000.

c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or loss of use, loss of profits, or interruption of business, however caused or on any theory of liability.

d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

Partners.

a. **Selecting a Partner.** Customer may authorize a Partner to place orders on Customer's behalf and manage Customer's purchases by associating the Partner with its account. If the Partner's distribution right is terminated, Customer must select an authorized replacement Partner or purchase directly from Microsoft. Partners and other third parties are not agents of Microsoft and are not authorized to enter into any agreement with Customer on behalf of Microsoft.

b. **Partner Administrator privileges and access to Customer Data.** If Customer purchases Online Services from a Partner or chooses to provide a Partner with administrator privileges, that Partner will be the primary administrator of the Online Services and will have administrative privileges and access to Customer Data and Administrator Data. Customer consents to Microsoft and its Affiliates providing the Partner with Customer Data and Administrator Data for purposes of provisioning, administering and supporting (as applicable) the Online Services. Partner may process such data according to the terms of Partner's agreement with Customer, and its privacy commitments may differ from Microsoft's. Customer appoints Partner as its agent for purposes of providing and receiving notices and other communications to and from Microsoft. Customer may terminate the Partner's administrative privileges at any time.

c. **Support and Professional Services.** Customer's Partner will provide details on support services available for Products purchased under this agreement. Support services may be performed by Partner or its designee, which in some cases may be Microsoft. If Customer purchases Professional Services under this agreement, the performance of those Professional Services will be subject to the terms and conditions in the Use Rights.

Pricing and payment.

If Customer orders from a Partner, the Partner will set Customer's pricing and payment terms for that order, and Customer will pay the amount due to the Partner. Pricing and payment terms related to orders placed by Customer directly with Microsoft are set by Microsoft, and Customer will pay the amount due as described in this section.

a. **Payment method.** Customer must provide a payment method or, if eligible, choose to be invoiced for purchases made on its account. By providing Microsoft with a payment method, Customer (1) consents to Microsoft's use of account information regarding the selected payment method provided by the issuing bank or applicable payment network; (2) represents that it is authorized to use that payment method and that any payment information it provides is true and accurate; (3) represents that the payment method was established and is used primarily for commercial purposes and not for personal, family or household use; and (4) authorizes Microsoft to charge Customer using that payment method for orders under this Agreement.

b. **Invoices.** Microsoft may invoice eligible Customers. Customer's ability to elect payment by invoice is subject to Microsoft's approval of Customer's financial condition. Customer authorizes Microsoft to

Microsoft Customer Agreement:

obtain information about Customer's financial condition, which may include credit reports, to assess Customer's eligibility for invoicing. Unless the Customer's financial statements are publicly available, Customer may be required to provide their balance sheet, profit and loss and cash flow statements to Microsoft. Customer may be required to provide security in a form acceptable to Microsoft to be eligible for invoicing. Microsoft may withdraw Customer's eligibility at any time and for any reason. Customer must promptly notify Microsoft of any changes in its company name or location and of any significant changes in the ownership, structure, or operational activities of the organization.

c. **Invoice Payment terms.** Each invoice will identify the amounts payable by Customer to Microsoft for the period corresponding to the invoice. Customer will pay all amounts due within thirty (30) calendar days following the invoice date.

d. **Late Payment.** Microsoft may, at its option, assess a late fee on any payments to Microsoft that are more than fifteen (15) calendar days past due at a rate of two percent (2%) of the total amount payable, calculated and payable monthly, or the highest amount allowed by law, if less.

e. **Cancellation fee.** If a subscription permits early termination and Customer cancels the subscription before the end of the subscription or billing period, Customer may be charged a cancellation fee.

f. **Recurring Payments.** For subscriptions that renew automatically, Customer authorizes Microsoft to charge Customer's payment method periodically for each subscription or billing period until the subscription is terminated. By authorizing recurring payments, Customer authorizes Microsoft to process such payments as either electronic debits or fund transfers, or as electronic drafts from the designated bank account (in the case of Automated Clearing House or similar debits), as charges to the designated card account (in the case of credit card or similar payments) (collectively, "Electronic Payments"). If any payment is returned unpaid or if any credit card or similar transaction is rejected or denied, Microsoft or its service providers reserve the right to collect any applicable return item, rejection or insufficient funds fee to the maximum extent permitted by applicable law and to process any such fees as an Electronic Payment or to invoice Customer for the amount due.

g. **Taxes.** Microsoft prices exclude applicable taxes unless identified as tax inclusive. If any amounts are to be paid to Microsoft, Customer shall also pay any applicable value added, goods and services, sales, gross receipts, or other transaction taxes, fees, charges, or surcharges, or any regulatory cost recovery surcharges or similar amounts that are owed under this Agreement and that Microsoft is permitted to collect from Customer. Customer shall be responsible for any applicable stamp taxes and for all other taxes that it is legally obligated to pay including any taxes that arise on the distribution or provision of Products by Customer to its Affiliates. Microsoft shall be responsible for all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits, and taxes on its property ownership.

If any taxes are required to be withheld on payments invoiced by Microsoft, Customer may deduct such taxes from the amount owed and pay them to the appropriate taxing authority, but only if Customer promptly provides Microsoft an official receipt for those withholdings and other documents reasonably requested to allow Microsoft to claim a foreign tax credit or refund. Customer will ensure that any taxes withheld are minimized to the extent possible under applicable law.

Term and termination.

a. **Term.** This Agreement is effective until terminated by a party, as described below.

b. **Termination without cause.** Either party may terminate this Agreement without cause on 60 days' notice. Termination without cause will not affect Customer's perpetual licenses, and licenses granted on a subscription basis will continue for the duration of the subscription period(s), subject to the terms of this Agreement.

Microsoft Customer Agreement:

c. **Termination for cause.** Without limiting other remedies it may have, either party may terminate this Agreement on 30 days' notice for material breach if the other party fails to cure the breach within the 30-day notice period. Upon such termination, the following will apply:

    (1) All licenses granted under this Agreement will terminate immediately except for fully-paid, perpetual licenses.

    (2) All amounts due under any unpaid invoices shall become due and payable immediately. For metered Products billed periodically based on usage, Customer must immediately pay for unpaid usage as of the termination date.

    (3) If Microsoft is in breach, Customer will receive a credit for any subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.

d. **Suspension.** Microsoft may suspend use of an Online Service without terminating this Agreement during any period of material breach. Microsoft will give Customer notice before suspending an Online Service when reasonable.

e. **Termination for regulatory reasons.** Microsoft may modify, discontinue, or terminate a Product in any country or jurisdiction where there is any current or future government regulation, obligation, or other requirement, that (1) is not generally applicable to businesses operating there; (2) presents a hardship for Microsoft to continue offering the Product without modification; or (3) causes Microsoft to believe these terms or the Product may conflict with any such regulation, obligation, or requirement. If Microsoft terminates a subscription for regulatory reasons, Customer will receive, as its sole remedy, a credit for any subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.

Miscellaneous.

a. **Independent contractors.** The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's Confidential Information.

b. **Agreement not exclusive.** Customer is free to enter into agreements to license, use, and promote the products and services of others.

c. **Amendments.** Microsoft may modify this Agreement from time to time. Changes to the Use Rights will apply as provided in this Agreement. Changes to other terms will not apply until Customer accepts them. Microsoft may require Customer to accept revised or additional terms before processing a new order. Any additional or conflicting terms and conditions contained in a purchase order or otherwise presented by Customer are expressly rejected and will not apply.

d. **Assignment.** Either party may assign this Agreement to an Affiliate, but it must notify the other party in writing of the assignment. Customer consents to the assignment to an Affiliate or third party, without prior notice, of any rights Microsoft may have under this Agreement to receive payment and enforce Customer's payment obligations, and all assignees may further assign such rights without further consent. Any other proposed assignment of this Agreement must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned Agreement. Any attempted assignment without required approval will be void.

e. **U.S. export.** Products are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft products, services, and technologies.

f. **Severability.** If any part of this Agreement is held to be unenforceable, the rest of the Agreement will remain in full force and effect.

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g. **Waiver.** Failure to enforce any provision of this Agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

h. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights except as expressly provided by its terms.

i. **Survival.** All provisions survive termination of this Agreement except those requiring performance only during the term of the Agreement.

j. **Notices.** Notices must be in writing and will be treated as delivered on the date received at the address, date shown on the return receipt, email transmission date, or date on the courier or fax confirmation of delivery. Notices to Microsoft must be sent to the following address:

> Microsoft Corporation
> Dept. 551, Volume Licensing
> 6880 Sierra Center Parkway
> Reno, Nevada 89511-1137
> USA

Notices to Customer will be sent to the individual at the address Customer identifies on its account as its contact for notices. Microsoft may send notices and other information to Customer by email or other electronic form.

k. **Applicable law.** This Agreement will be governed by and construed in accordance with the laws of the State of Washington and federal laws of the United States. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Agreement.

l. **Dispute resolution.** When bringing any action arising under this Agreement, the parties agree to the following exclusive venues:

    (1) If Microsoft brings the action, the venue will be where Customer has its headquarters.

    (2) If Customer brings the action against Microsoft or any Microsoft Affiliate located outside of Europe, the venue will be the state or federal courts in King County, State of Washington, USA.

    (3) If Customer brings the action against Microsoft or any Microsoft Affiliate located in Europe, and not also against Microsoft or a Microsoft Affiliate located outside of Europe, the venue will be the Republic of Ireland.

The parties consent to personal jurisdiction in the agreed venue. This choice of venue does not prevent either party from seeking injunctive relief in any jurisdiction with respect to a violation of intellectual property rights or confidentiality obligations.

m. **Order of precedence.** These General Terms will take precedence over any conflicting terms in other documents that are part of this Agreement that are not expressly resolved in those documents, except that conflicting terms in the Use Rights take precedence over these General Terms as to the applicable Products. Terms in the Online Services Terms take precedence over conflicting terms in the Product Terms. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

n. **Microsoft Affiliates and contractors.** Microsoft may perform its obligations under this Agreement through its Affiliates and use contractors to provide certain services. Microsoft remains responsible for their performance.

o. **Government procurement rules.** By accepting this agreement, Customer represents and warrants that (i) it has complied and will comply with all applicable government procurement laws and regulations; (ii)

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it is authorized to enter into this Agreement; and (iii) this Agreement satisfies all applicable procurement requirements.

Definitions.

"Administrator Data" means the information provided to Microsoft or its Affiliates during sign-up, purchase, or administration of Products.

"Affiliate" means any legal entity that controls, is controlled by, or is under common control with a party. "Control" means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.

"Confidential Information" is defined in the "Confidentiality" section.

"Customer" means the entity identified as such on the account associated with this Agreement.

"Customer Data" means all data, including all text, sound, software, image or video files that are provided to Microsoft or its Affiliates by, or on behalf of, Customer and its Affiliates through use of Online Services.

"End User" means any person Customer permits to use a Product or access Customer Data.

"Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

"Microsoft" means Microsoft Corporation.

"Non-Microsoft Product" means any third-party-branded software, data, service, website or product, unless incorporated by Microsoft in a Product.

"Online Services" means Microsoft-hosted services to which Customer subscribes under this Agreement. It does not include software and services provided under separate license terms.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Licensing Site and updated from time to time.

"Partner" means a company Microsoft has authorized to distribute Products to Customer.

"Personal Data" means any information relating to an identified or identifiable natural person.

"Product" means all Software and Online Services identified in the Product Terms that Microsoft offers under this Agreement, including previews, prerelease versions, updates, patches and bug fixes from Microsoft. Product availability may vary by region. "Product" does not include Non-Microsoft Products.

"Product Terms" means the document that provides information about Products available under this Agreement. The Product Terms document is published on the Licensing Site and is updated from time to time.

"Publisher" means a provider of a Non-Microsoft Product.

"Representatives" means a party's employees, Affiliates, contractors, advisors and consultants.

"SLA" means Service Level Agreement, which specifies the minimum service level for the Online Services and is published on the Licensing Site.

"Software" means licensed copies of Microsoft software identified in the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"use" means to copy, download, install, run, access, display, use or otherwise interact with.

"Use Rights" means the license terms and terms of service for each Product published on the Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. License terms for all Products are published in the Product Terms. Terms of service for Online Services are published in the Online Services Terms.

Microsoft Customer Agreement:

Diverse Computing, Inc.
End User License Agreement

This Software License is DCI's standard license agreement which DCI anticipates will be edited to accommodate Nebraska.

<u>SOFTWARE LICENSE</u>

THIS SOFTWARE LICENSE ("License") is made as of the Effective Date by and between Diverse Computing Inc, ("DCI"), a Florida corporation with offices located at 3717 Apalachee Parkway, Suite 102, Tallahassee, Florida 32311 and the CUSTOMER_NAME("Licensee"), with offices located at the address specified on the signature page of this License.

WITNESSETH:

WHEREAS, Licensee has requested DCI to provide Licensee with certain computer software and systems for managing criminal history files, documents, data and records as a component of a criminal and law management information system for Licensee; and

WHEREAS, DCI is developing and owns those certain computer software and systems for managing criminal history files, documents, data and records as a component of a criminal management and law information system ("Software"); and

WHEREAS, Licensee has authorized DCI to develop and provide Licensee with a license to use the Software solely by Licensee and its End-Users for the Fee (as defined hereinafter).

NOW, THEREFORE, in consideration of the mutual benefits of the covenants and restrictions herein contained, DCI and Licensee hereby agree as follows:

ARTICLE I: RECITALS AND DEFINITIONS

Section 1.01 -- Recitals: The above recitals and identification of parties are true and correct.

Section 1.02 -- Definitions: The following definitions shall apply:

(1) <u>Access</u>: The term "Access" and variants thereof shall mean to store data in, retrieve data from or otherwise approach or make use of (directly or indirectly) through electronic means or otherwise.

(2) <u>Associate</u>: The term "Associate" shall mean an employee of DCI or an independent contractor hired by DCI.

(3) <u>Authorized Facility</u>: The term "Authorized Facility" shall mean the facilities of Licensee, which are located in the District of Columbia and owned, leased or controlled by Licensee as identified in Exhibit A, attached hereto and by this reference incorporated herein.

(4) <u>Authorized Person</u>: The term "Authorized Person" shall mean employees of Licensee with a need to know Confidential Information who agree to maintain the confidentiality of such Confidential Information in consideration for receiving such Confidential Information and individuals or organizations who are authorized in writing by DCI to receive Confidential Information.

(5) <u>Cancellation Notice</u>: The term "Cancellation Notice" shall mean that written notice sent by DCI to Licensee seeking to cancel this License because of breach by Licensee.

(6) <u>Computer</u>: The term "Computer" shall mean a single computer system (including operating system software) compatible with the Software that is owned (or leased) by Licensee and located at the Authorized Facility.

(7) <u>Confidential Information</u>: The term "Confidential Information" shall mean all information disclosed by DCI to Licensee which is identified by DCI as proprietary or confidential at the time such information comes into the possession or knowledge of Licensee and which is not: (i) already known to Licensee; (ii) in the public domain; (iii) conveyed to Licensee by a third party; (iv) released by DCI without restriction; (v) independently developed by Licensee; or (vi) required by court order to be released by Licensee. For purposes of this definition, Confidential Information shall be deemed to include this License, the Proprietary Information and any and all information concerning this License and the Proprietary Information.

(8) <u>Documentation</u>: The term "Documentation" shall mean those certain user's guides provided to Licensee by DCI describing all or part of the utilities and functions of the Software.

(9) <u>Effective Date</u>: The term "Effective Date" shall mean the date this License is first signed by both DCI and Licensee, whichever is later.

(10) <u>End User</u>: The term "End User" shall mean (a) an individual identified by Licensee as authorized under an End User Agreement to receive access to the Multiple User Software via a distinct password for such individual, and (b) any Licensee employee authorized by Licensee to have access to the Localized Software for purposes of this License.

(11) <u>End User Agreement</u>: The term "End User Agreement" shall mean those certain End-User Agreements between an End User and DCI under which DCI grants such End User a license to use the Proprietary Information, a copy of which is attached hereto in substantial form as Exhibit B, and by this reference incorporated herein. Such End User Agreements shall include any and all terms and conditions set forth in Exhibit B that provide protections and/or benefits to DCI, as determined by DCI.

(12) <u>Fee</u>: The term "Fee" shall mean those monies paid by Licensee for the Proprietary Information.

(13) <u>Implement</u>: The term "Implement" and variants thereof shall mean to load, compile, and execute.

(14) <u>License Term</u>: The term "License Term" shall mean a period of time starting with the Effective Date and continuing until this License is terminated or canceled under Article V of this License.

(15) <u>Localized Software</u>: The term "Localized Software" shall mean that certain computer software in object code form only identified in Exhibit A as Localized Software, attached hereto and by this reference incorporated herein, for use solely on the Computer.

(16) Multiple User Software: The term "Multiple User Software" shall mean that certain computer software in object code form only identified as "Multiple User Software" in Exhibit A, attached hereto and by this reference incorporated herein.

(17) Proprietary Information The term "Proprietary Information" shall mean the Software and Documentation.

(18) Proprietary Notice: The term "Proprietary Notice" shall mean a written notice displaying the following (1) the symbol © (the letter C in a circle), or the word "Copyright," or the abbreviation "Copr."; (2) the years 2002 – 2019; (3) the name "Diverse Computing, Inc."; (4) the phrase "All Rights Reserved."; (5) the words "CONFIDENTIAL INFORMATION" in large upper-case letters; and (6) the words "TRADE SECRET" in large upper-case letters.

(19) Restatements: The term "Restatements" shall mean Section 757 of the Restatement of Torts, Section 39 of the Restatement (Third) of Unfair Competition, Section 1 of the Uniform Trade Secrets Act, and Section 1839 of Title 18 of the United States Software (18 U.S.C. §1839).

(20) Software: The term "Software" shall mean the Localized Software and the Multiple User Software.

(21) Termination Notice: The term "Termination Notice" shall mean that written notice sent by Licensee to DCI seeking to terminate this License.

(22) Third Party Technology: The term "Third Party Technology" shall mean any third-party technology developed, provided or made available by Licensee or DCI in connection with the Software, Proprietary Information, or services.

(23) Unauthorized Access: The term "Unauthorized Access" shall mean any access to the Proprietary Information except for the exclusive purposes of using the Proprietary Information for internal purposes; evaluating the performance, utility and functions of the Software; and training End Users in use of the Software.

(24) Unauthorized User: The term "Unauthorized User" shall mean any individual who accesses the Proprietary Information except for: (1) employees of Licensee authorized by Licensee to access the Proprietary Information for the exclusive purposes of using the Proprietary Information for internal uses only in accordance with this License; evaluating the performance, utility and functions of the Software; and training employees of Licensee and/or authorized End Users in use of the Software; (2) End Users authorized by Licensee to access the Software strictly pursuant to an End User Agreement for the exclusive purpose of using the Software for internal purposes; and (3) Authorized Persons who are authorized in writing by DCI to access the Software.

ARTICLE II: SCOPE OF WORK

Section 2.01 – Delivery and Acceptance: Licensee hereby acknowledges that DCI has delivered the Proprietary Information and has Implemented the Software. The Proprietary Information is deemed accepted and any services that may be provided by DCI shall be deemed delivered by DCI and accepted by Licensee upon performance.

Section 2.02 -- Cooperation: Licensee hereby acknowledges that successful performance of DCI's obligations under this License shall require Licensee to cooperate with DCI in good faith and to provide information as may be requested by DCI from time to time. Licensee hereby agrees to provide such good faith cooperation and information.

ARTICLE III: SCOPE OF LICENSE

Section 3.01 -- Grant of License: DCI hereby grants to Licensee a non-exclusive and non-transferable license to use the Localized Software, in object code form only, on the Computer at the Authorized Facility and to use the Documentation at the Authorized Facility for the License Term and subject to the terms and conditions of this License. DCI hereby grants to Licensee a non-exclusive and non-transferable license to: (i) use the Multiple User Software, in object code form only, and to use the Documentation at the Authorized Facility for the License Term and all subject to the terms and conditions of this License; and (ii) sublicense the Multiple User Software (in object code form only) and the Documentation to End Users pursuant to an End User Agreement during the License Term and all subject to the terms and conditions of this License. Licensee shall sublicense the Multiple User Software to End Users solely for End User purposes. Use of the Multiple User Software by End Users shall be solely through: (i) installation in a single location on a hard disk or other storage device; or (ii) provided the Software is configured for network use, installed on a single file server for use on a single local area network for either (but not both) of the following purposes: (a) permanent installation onto a hard disk or other storage device; or (b) use of the Software over such network.

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Section 3.04 -- Risk of Loss: Licensee shall assume risk of loss to the Software a.

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Unauthorized Users (or suspected Unauthorized Users) of which Licensee has knowledge or suspicion.

Section 3.06 -- Services: Unless otherwise agreed by DCI and Licensee in writing, DCI is not required to provide Licensee with any maintenance, consultation, or End User support services under this License. Unless otherwise required (as determined exclusively by DCI), the scope of work and any services under this License shall be performed at the office facilities of DCI.

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Section 4.02 -- Services: Any services provided by DCI to Licensee in connection with the Proprietary Information shall be provided at the time and material rates of DCI prevailing at the time such services are rendered.

Section 4.03 -- Costs: Licensee shall pay all direct costs incurred by DCI in providing any services pursuant to this License. Such direct costs shall include (without limitation) postage, telephone, travel, per diem, material and reproduction costs.

Section 4.04 -- Invoicing and Payment: DCI shall invoice Licensee monthly for fees and direct costs incurred by DCI in providing services under this License. Such invoice shall be accompanied by receipts evidencing such costs. Licensee shall pay any such invoice in full within thirty (30) days of receipt.

Section 4.05 -- Taxes: Licensee shall pay any and all applicable taxes (excluding income taxes assessed against DCI).

Section 4.06 -- Late Fee: Any amount which is not paid when due shall be increased by a late charge equal to 1% of such unpaid amount for each month (or portion thereof) in which such amount is due and not paid.

Section 4.07 -- Refund: Notwithstanding anything to the contrary, if this License is terminated or canceled, DCI shall retain all payments, fees, and direct costs paid by Licensee to DCI under this License before the termination or cancellation date (as the case may be), including (without limitation) the Fee and any payments to DCI in anticipation of services rendered by DCI to Licensee hereunder.

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Section 5.01 -- Termination Limitations: This License shall only be terminated or canceled as provided under this Article V.

Section 5.02 -- Term: This License shall be valid for the License Term.

Section 5.03 -- Termination: Licensee may terminate this License for convenience upon providing fifteen days (15) Termination Notice.

Section 5.04 -- Cancellation for Cause: If Licensee violates its obligations under this License, DCI may cancel this License by sending Cancellation Notice describing the noncompliance to Licensee. Upon receiving Cancellation Notice, Licensee shall have ten (10) days from the date of such notice to cure any such

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Section 5.06 – Final Invoice: Within thirty (30) days after the termination or cancellation of this License, DCI shall invoice Licensee for any outstanding amounts due. Licensee shall pay any and all such amounts in full within thirty (30) days after the date such invoice is received.

ARTICLE VI: WARRANTY

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Section 6.07 -- Licensee Indemnification: Licensee, including without limitation its End Users, shall release, defend, indemnify and hold harmless DCI and its officers, directors, employees, consultants and agents, from and against any and all claims, actions, liability, expenses, costs or losses arising from or in connection with the negligence of Licensee or End Users; any breach by Licensee or End Users of its obligations hereunder; performance of the Software; any use or modification of the Proprietary Information; and any creation of derivative works based on the Proprietary Information.

Section 6.08 -- Continuation: The terms and provisions of this Article VI shall survive termination and cancellation of this License.

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Section 7.02 -- Cooperation: Licensee shall cooperate with DCI and provide DCI assistance in securing, maintaining and enforcing any rights, title and interests of DCI in Proprietary Information.

Section 7.03 -- Confidential Information: Licensee shall maintain Confidential Information in strict confidence. Licensee shall not disclose Confidential Information except to Authorized Persons. Licensee shall not duplicate, use or disclose Confidential Information except as otherwise permitted under this License.

Section 7.04 -- Trade Secrets: Licensee hereby acknowledges and agrees that the Confidential Information derives independent economic value (actual or potential) from not being generally known to other persons who can obtain economic value from its disclosure

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Section 7.06 -- Employee Pirating: Licensee shall not induce or solicit (directly or indirectly) any Associate to leave the employ or hire of DCI. Licensee shall not engage (directly or indirectly) the services of such Associate (as an employee, consultant, independent contractor, or otherwise) without advance written consent of DCI.

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ARTICLE VIII: MISCELLANEOUS

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Section 8.02 -- Public Announcement: All public announcements of the relationship of DCI and Licensee under this License shall be subject to the prior written approval of DCI.

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Section 8.04 -- Amendments and Modifications: Alterations, modifications or amendments of a provision of this License shall not be binding unless such alteration, modification or amendment is in writing and signed by DCI and Licensee.

Section 8.05 -- Severability: If a provision of this License is rendered invalid, the remaining provisions shall remain in full force and effect.

Section 8.06 -- Captions: The headings and captions of this License are inserted for reference convenience and do not define, limit or describe the scope or intent of this License or any particular section, paragraph, or provision.

Section 8.07 -- Counterparts: This License may be executed in multiple counterparts, each of which shall be an original, but which together shall constitute one and the same instrument.

Section 8.08 -- Governing Law: This License is governed by the laws of the State of Florida, as if performed wholly within the state and without giving effect to the principles of conflict of law. Venue shall be Leon County, Tallahassee, Florida

Section 8.09 -- Notice: Notices shall be in writing. Notices shall be deemed delivered when delivered by Certified or Registered Mail – Return Receipt Requested, by commercial overnight delivery service or by hand to the address set forth below for DCI and to the address set forth on the signature page of this License for Licensee. Notice shall be deemed given on the date of receipt - as evidenced in the case of Certified or Registered Mail by Return Receipt and in the case of commercial express delivery by electronic or written delivery confirmation.

DCI:	Address:
Diverse Computing, Inc.	3717 Apalachee Parkway Suite 102 Tallahassee, Florida 32311

Section 8.10 -- Pronouns/Gender: Pronouns and nouns shall refer to the masculine, feminine, neuter, singular or plural as the context shall require.

Section 8.11 -- Waiver: Waiver of breach of this License shall not constitute waiver of another breach. Failing to enforce a provision of this License shall not constitute a waiver or create an estoppel from enforcing such provision. Any waivers of a provision of this License shall not be binding unless such waiver is in writing and signed by the party waiving such provision.

Section 8.12 -- Relationship of the Parties: It is agreed that the relationship of the parties is primarily that of licensee and licensor. Nothing herein shall be construed as creating a partnership, an employment relationship, or an agency relationship between the parties, or as authorizing either party to act as agent for the other. Each party shall maintain its separate identity.

Section 8.13 -- Arbitration: Any controversy or claim arising out of or relating to this License or breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules (excluding Expedited Procedures) of the American Arbitration Association in the City of Jacksonville, Florida. Judgment upon the award rendered by the arbitrators may be entered in any Court having jurisdiction thereof, unless a subsequent request for reconsideration has been filed by DCI under this section. Three qualified arbitrators shall be appointed in accordance with the Commercial Arbitration Rules (excluding Expedited Procedures) of the American Arbitration Association and this License. Such qualified arbitrators shall be members of the Florida Bar and shall have at least four years of experience in technology law matters. Each party shall have the right of discovery as set forth in the Federal Rules of Civil Procedure. A stenographer shall be present at the arbitration proceedings and the stenographic record shall be the official record of the proceeding. The arbitration award shall be in writing and shall include findings of fact and conclusions of law. Each party shall have the right of appeal of any decision by the arbitrators by filing a request for reconsideration of any arbitration decision with the American Arbitration Association within ninety days of receiving such decision. Upon receiving such request for reconsideration, the American Arbitration Association shall reconsider the matter de novo using a different panel of three appellate arbitrators and the foregoing procedures. Such panel of appellate arbitrators shall be selected using the same procedures as used to select the original

arbitrators. Each party shall pay an equal share of the fees and expenses of the arbitrators and administrative fees and expenses of arbitration. Florida Statute § 682 shall apply.

Section 8.14 -- Assurances: Each party hereby represents and warrants that all representations, warranties, recitals, statements and information provided to each other under this License are true, correct and accurate as of the Effective Date to the best of their knowledge.

Section 8.15 -- Litigation Expense: In the event of litigation or arbitration arising out of this License, each party shall pay its own costs and expenses of litigation or arbitration (excluding fees and expenses of arbitrators and administrative fees and expenses of arbitration).

Section 8.16 -- Equitable Remedies: The parties hereby acknowledge that in certain cases damages at law may be an inadequate remedy to DCI. Therefore, in such cases DCI shall have the right of specific performance, injunction or other equitable remedy in the event of a breach of this License by Licensee.

ARTICLE IX: MAINTENANCE

Section 9.01 -- Maintenance Services: Upon payment of the applicable Fees by Licensee, DCI shall provide Maintenance Services to Licensee for the relevant Agreement Term as applicable.

Section 9.02 – Server Support: DCI shall provide Server Support solely as specifically set forth in this Section ("Server Support"). DCI will provide one (1) hour response time for pager/telephone support 24X7X365 for troubleshooting and diagnosis of the Licensed Technology via remote access. DCI will ensure server (LINUX) operating systems are patched and updated as determined by DCI.

Section 9.03 – User Support: DCI shall provide two (2) hour response time for pager/telephone support 24X7X365 for troubleshooting and diagnosis of the Licensed Technology via remote access. Licensee shall designate a maximum of two personnel as points of contact for Licensee. Such support shall be initiated solely from one of the points of contact. Such support will include any reasonable assistance the points of contact may require in using the Product that can be handled by telephone.

Section 9.04 -- Updates: During the Agreement Term, DCI shall make Updates and Supplements available to Licensee within a reasonable time after release of such Update or Supplement. During the Agreement Term, Licensee agrees to implement, in the manner indicated, any Updates and any other error corrections provided by DCI to Licensee to maintain the continuing integrity of the Product. Licensee's failure to do so shall relieve DCI of any responsibility or liability for the improper operation or any malfunction of the Product as modified by any such subsequent Updates or corrections.

Section 9.05 – Excluded Items: Maintenance items other than those described in this Article shall not be included under the Fees, including but not limited to training, support of other software, hardware, repair of damage not caused by DCI, or any other problems determined by DCI to be outside the control and responsibility of DCI. Licensee is responsible for media (i.e. diskettes, data tapes or data communications) and distribution costs (shipping, handling and telephone charges) for the Product and/or any other program or data file that may be provided to Licensee.

Section 9.06 -- Personnel: The personnel assigned to perform the Services shall be determined solely by DCI and shall be trained and skilled to perform the Services in a professional manner consistent with industry standards.

Section 9.07 -- Reliance: Unless advised to the contrary in writing at the time of disclosure, DCI shall be entitled to rely on any information provided by Licensee as true and correct and Licensee shall indemnify DCI for any and all damages, liabilities and costs resulting from such reliance.

If the Client documents a defect, DCI will immediately respond to the issue and take corrective action to fix the defect as part of the maintenance.

IN WITNESS WHEREOF, this License has been executed as of the Effective Date.

DIVERSE COMPUTING, INC.

BY:

Print Name: Craig Gibeens

Title: President

Date:

Address: 3717 Apalachee Parkway, Suite 102
Tallahassee, FL 32311

WITNESS:

As to DCI

LICENSEE:

CUSTOMER_NAME

BY:

Print Name:

Title:

Date:

Address:

WITNESS:

As to Licensee

EXHIBIT A

TO

SOFTWARE LICENSE

BETWEEN

DIVERSE COMPUTING, INC.

AND

CUSTOMER_NAME("LICENSEE")

SOFTWARE AND FACILITY DESCRIPTION

The term "Localized Software" shall mean the following computer software in object code:

The Authorized Facility of Licensee is located at:

The term "Multiple User Software" shall mean the following computer software in object code:

EXHIBIT B

TO

SOFTWARE LICENSE

BETWEEN

DIVERSE COMPUTING, INC.

AND

CUSTOMER_NAME("LICENSEE")

END-USER AGREEMENT

_____

THIS END USER LICENSE AGREEMENT ("AGREEMENT") CONSTITUTES A LEGAL AGREEMENT BETWEEN YOU AND DIVERSE COMPUTING, INC., A FLORIDA CORPORATION WITH PRINCIPLE OFFICES AT 3717 Apalachee Parkway, SUITE 102, TALLAHASSEE, FLORIDA 32311 ("DCI") AND STATES THE TERMS AND CONDITIONS UNDER WHICH YOU MAY USE THE SOFTWARE AND DOCUMENTATION ("PROPRIETARY INFORMATION"). BY CLICKING ON THE "ACCEPT" BUTTON, OPENING THE PACKAGE, DOWNLOADING THE SOFTWARE, USING THE EQUIPMENT THAT CONTAINS THE SOFTWARE, OR USING OR ACCESSING THE SOFTWARE, YOU INDICATE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO BE BOUND BY THE TERMS SET FORTH IN THIS AGREEMENT. IF YOU DO NOT AGREE WITH ALL OF THE TERMS OF THIS AGREEMENT YOU SHALL NOT USE OR ACCESS THE PROPRIETARY INFORMATION AND YOU SHALL EITHER: CLICK THE "DO NOT ACCEPT" BUTTON, RETURN THE PROPRIETARY INFORMATION TO THE PLACE OF PURCHASE FOR A REFUND, OR NOT DOWNLOAD THE SOFTWARE.

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