



Appendix C to DIR Contract No. DIR-SDD-571

Master Agreement for Products and Services

This Master Agreement for Products and Services is between Unisys Corporation, a Delaware corporation, with offices at Unisys Way, Blue Bell, Pennsylvania 19424 ("Unisys") and:

Customer Name and Mailing Address

This Agreement consists of the terms and conditions on pages 1 through 5 and those of the following checked documents:

- | | | |
|--------------------------|---------------|---|
| <input type="checkbox"/> | 4305 4931-006 | Equipment Sale Schedule |
| <input type="checkbox"/> | 4305 4933-007 | Software License Schedule |
| <input type="checkbox"/> | 4305 4934-001 | Information Services Schedule |
| <input type="checkbox"/> | 4305 4940-005 | Support Services Addendum |
| <input type="checkbox"/> | 4305 4942-002 | Support Services Schedule |
| <input type="checkbox"/> | 4305 4944-002 | Support Services Schedule for Desktop Equipment |
| <input type="checkbox"/> | 4305 4935-002 | Systems Integration Addendum |
| <input type="checkbox"/> | 4305 4936-002 | State and Local Government Addendum |
| <input type="checkbox"/> | 4305 5383-002 | Statement of Work |
| <input type="checkbox"/> | 4305 7940-002 | OS2200 Metering Software Schedule |
| <input type="checkbox"/> | 4305 7942-003 | MCP Metering Software Schedule |
| <input type="checkbox"/> | 4305 7944-001 | NDP Measured Software Schedule |
| <input type="checkbox"/> | 4305 7975-002 | Application Software Support Services Addendum |
| <input type="checkbox"/> | 4305 7983-001 | Application Support Services Schedule |
| <input type="checkbox"/> | _____ | _____ |

The parties acknowledge they have read and understand this Agreement (pages 1 through 6, including all checked and attached schedules and addenda) and are not entering into this Agreement on the basis of any representations not expressly set forth in it.

Agreed and Accepted

Unisys Corporation

Customer

(Signature) (Date)

(Signature) (Date)

(Printed/typed name)

(Printed/typed name)

(Title)

(Title)

Terms and Conditions

Intending to be legally bound by this Master Agreement for Products and Services (called the "Agreement"), Customer and Unisys agree the following terms will apply to any order placed by Customer and accepted by Unisys Corporation for the sale of equipment, for services provided, and for the license of software to Customer under this Agreement. This Agreement does not obligate Customer to place an order nor does it obligate Unisys to accept an order.

Section 1 - Definitions

"**Confidential Information**" is Software, diagnostics, support materials, documentation, and any other information and materials confidential to Unisys, its licensors, or Customer, to the extent consistent with the Texas Public Information Act.

A "**non Unisys Product**" or "**non Unisys Software**" is a Product or Software, as the case may be, that has been manufactured for or furnished to Unisys by a third-party manufacturer, supplier or publisher, and that does not bear a Unisys trademark.

An "**Order**" is an order, statement of work, purchase order, or a Unisys schedule submitted by Customer and accepted by Unisys.

A "**Product**" is equipment, Software, Software maintenance releases and updates, and documentation (including manuals and education materials but not maintenance materials or tools) provided by Unisys under an Order.

"**Services**" are any work provided by Unisys under an Order.

"**Software**" is the object code version of computer programs, any image enabler, license or performance key, any source code version that Unisys may provide, and any documentation related to the programs, excluding maintenance materials. Software includes microcode that is not permanently fixed in equipment.

A "**Unisys Product**" or "**Unisys Software**" is a Product or Software, as the case may be, that Unisys manufactures or has manufactured for it and that bears a Unisys trademark.

Section 2 - Effective Date/Ordering Procedure

A binding contract between Unisys and Customer for the sale and purchase of Products or Services or the license of Software under this Agreement begins on the later date when signed by both Customer's authorized representative and an authorized representative of Unisys. Unisys will assign an agreement number ("Agreement Number") to identify this Agreement. Unisys may give information to Customer concerning equipment, services, or software licenses that Customer may wish to purchase from Unisys ("Quotes"). Quotes do not obligate Customer or Unisys. Customer may order Products or Services under this Agreement by giving orders to Unisys that reference the Agreement Number. When Customer submits an order to Unisys, Customer will pay Unisys any down payment or deposit shown in the order. Unisys may accept or decline Customer orders. If Unisys declines Customer's order, Unisys will return any down payment or deposit that Customer paid Unisys with the order. This Agreement will apply to Orders and its terms will replace any preprinted terms contained in Customer's Order. Unisys agrees to sell to Customer the equipment, license the Software, and provide the Services, described in an Order. Unisys may substitute equal or better Product(s) on any Order.

Section 3 - Delivery and Installation/Transfer of Title

Each Order will require or authorize Unisys to ship Products to Customer. As per Section 4.E. of the DIR Contract No. DIR-SDD-571, shipping and handling fees shall be included in the Customer price and shipment will be Free On Board Destination. Unisys will provide

Customer with one (1) copy of any environmental specifications and the customary user documentation for the Products. Customer will install the Product(s) unless Customer's Order includes installation Services or Unisys includes installation with the Product(s). Customer will prepare and maintain the proper operating environment for the Products during any applicable warranty and Service period. If Unisys agrees to install a Product, Unisys will perform installation work during Unisys normal working hours. Customer will pay for any site-specific installation materials for any installation by Unisys including any cables and special rigging and labor (including any costs to meet union or local law requirements).

Section 4 - Payment

Unless the Order includes a different billing schedule, Unisys will invoice Customer for: (a) Products, upon shipment; (b) maintenance plan Services and other recurring charges (other than usage charges), annually in advance; and (c) usage charges and other Services, as Customer incurs the usage charges or as Unisys provides the Services.

Payment shall be in accordance with Section 7.C. of Appendix A of the DIR Contract No. DIR-SDD-571. As stated in Section 4.F. of the DIR Contract No. DIR-SDD-571, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes per Section 151.309 of the Texas Tax Code. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j).

Section 5 - Customer Responsibilities

The parties agree that: (a) Customer has independently determined that the Products and Services ordered under this Agreement meet its requirements; (b) Customer will use the Products according to the manufacturers' instructions in the proper environment; (c) Customer will back up information stored or processed by Products on computer-readable media that Customer can easily restore if the information is lost or damaged from any cause; (d) Customer is responsible for any results produced by the Products and Services; and (e) Customer will comply with all applicable government export control laws and regulations. If Unisys is providing maintenance Support Services, Customer will: (a) maintain the proper operating environment for Products; (b) provide adequate working and storage space for use by Unisys personnel near the equipment; (c) provide Unisys access to the equipment and sufficient computer time, subject only to Customer's security rules; (d) follow Unisys procedures and instructions for operator maintenance and obtaining services; (e) provide a memory dump and additional data in machine readable form if requested; (f) reproduce suspected errors or malfunctions in Software; and (g) install available error corrections and maintenance releases authorized by the manufacturer on a current basis.

Section 6 - Confidential Information

Confidentiality shall be in accordance with Section 9.G. of Appendix A of the DIR Contract No. DIR-SDD-571.

Section 7 - Diagnostic Tools

For ease of service, Unisys may store proprietary and confidential diagnostic tools, software, and documentation, whether in printed or electronic form, (collectively called "Tools") at Customer's site or within a Product. These Tools may be pre-loaded on Customer's equipment or embedded in a Product before delivery. Unisys does not license these Tools to Customer. Unisys does not give Customer or anyone else permission to access, monitor, use, copy, distribute, or change these Tools. Unisys acknowledges that during routine system back-ups, Customer may not easily avoid copying software Tools and, to this extent, the copies are permitted provided Customer protects these Tools as Unisys Confidential Information and Customer does not remove any proprietary markings. Unisys may remove these Tools at will and Customer gives Unisys permission and access to Customer's site to do so.

Section 8 - License

Unisys either licenses Software directly or distributes Software that is licensed by a third party. In either case, Customer does not obtain ownership of Software. If Unisys distributes any Software pursuant to a separate license agreement between Customer and a third party, Customer agrees that for any such third party Software (a) the terms of such separate license agreement (including its warranties, restrictions and remedies, if any) shall apply to that Software, and (b) in the case of Software licensed under an open source license agreement, nothing in this Agreement shall be read to add additional conditions or restrictions, or affect any rights and/or obligations Customer may have, pursuant to any such open source license; otherwise, the following license terms will apply:

UNISYS LICENSES EACH COPY OF THE SOFTWARE AND DOCUMENTATION PROVIDED HEREUNDER TO CUSTOMER ON A PERSONAL, NON-EXCLUSIVE AND NON-TRANSFERABLE BASIS FOR CUSTOMER'S INTERNAL USE IN THE UNITED STATES BUT NOT AS A SERVICE BUREAU, NOR FOR OUTSOURCING, NOR FOR FACILITIES MANAGEMENT. UNISYS LICENSES THE SOFTWARE SOLELY FOR CUSTOMER'S USE ON A SINGLE MACHINE UNLESS THE ORDERED UNISYS LICENSE PLAN PROVIDES OTHERWISE. CUSTOMER MAY USE THE SOFTWARE TEMPORARILY ON A BACKUP MACHINE PROVIDED THE SOFTWARE IS USED ON ONLY ONE (1) MACHINE AT A TIME AND CUSTOMER REMOVES THE SOFTWARE FROM THE BACKUP MACHINE PROMPTLY AFTER EACH TEMPORARY USE.

CUSTOMER WILL NOT COPY SOFTWARE OR DOCUMENTATION EXCEPT FOR ONE (1) ARCHIVAL COPY OF THE SOFTWARE, WHICH MUST BEAR ALL THE LEGENDS AND NOTICES OF THE ORIGINAL ITEM. NO LICENSE IS GRANTED TO CUSTOMER TO USE ANY UNISYS PROPRIETARY SOFTWARE TO ASSESS, TEST, OR DEVELOP ANY HARDWARE PRODUCTS OR DEVICE HANDLER SOFTWARE, OPERATING SYSTEM SOFTWARE OR HARDWARE DIAGNOSTIC SOFTWARE THAT WILL BE MARKETED BY CUSTOMER OR OTHERS FOR COMPENSATION. CUSTOMER MAY DEVELOP OTHER SOFTWARE PROGRAMS AND MAY TEST FULLY-DEVELOPED, COMMERCIALY-AVAILABLE THIRD PARTY HARDWARE PRODUCTS OR SOFTWARE PROGRAMS WHERE SUCH TESTING IS SOLELY INTENDED FOR CUSTOMER'S INTERNAL EVALUATION OF THE FITNESS OF SUCH PRODUCT OR PROGRAM FOR CUSTOMER'S OWN INTERNAL DATA PROCESSING PURPOSES. CUSTOMER WILL NOT DECOMPILE, REVERSE ENGINEER OR DISASSEMBLE SOFTWARE, EXCEPT AS PERMITTED BY LAW. UPON NOTICE TO CUSTOMER, UNISYS MAY AUDIT CUSTOMER'S USE OF THE SOFTWARE TO DETERMINE CUSTOMER'S COMPLIANCE WITH THIS LICENSE PROVIDED UNISYS COMPLIES WITH CUSTOMER'S CUSTOMARY SECURITY RULES AND DOES NOT UNREASONABLY INTERFERE WITH CUSTOMER'S PERMITTED USE, AND IN SUCH EVENT, CUSTOMER AGREES TO PROVIDE RELEVANT INFORMATION AND REASONABLE FACILITIES.

CUSTOMER OR UNISYS MAY END ANY LICENSE AT THE CLOSE OF THE APPLICABLE LICENSE PERIOD BY GIVING THIRTY (30) DAYS PRIOR WRITTEN NOTICE, OR ELSE THE LICENSE WILL RENEW OR CONTINUE IN ACCORDANCE WITH THE TERMS IN THE CORRESPONDING SOFTWARE LICENSE SCHEDULE (OR IN THE ABSENCE OF A SOFTWARE LICENSE SCHEDULE, FOR ANOTHER LIKE PERIOD), SUBJECT TO ALL THE TERMS STATED HEREIN, AT UNISYS THEN-CURRENT CHARGES. FOR SOFTWARE LICENSED BY UNISYS, EACH SUCH LICENSE ENDS WHEN CUSTOMER STOPS USING THE EQUIPMENT ON WHICH THE SOFTWARE WAS FIRST LICENSED. SUBJECT TO CUSTOMER'S COMPLIANCE WITH APPLICABLE RECORDS RETENTION LAW AND POLICIES, WHEN A LICENSE ENDS, CUSTOMER WILL DESTROY (AND, IN WRITING, CERTIFY DESTRUCTION) OR RETURN TO UNISYS ALL COPIES OF THE CORRESPONDING SOFTWARE (INCLUDING COPIES ON THE EQUIPMENT), DOCUMENTATION, AND ANY OTHER RELATED CONFIDENTIAL INFORMATION IN CUSTOMER'S POSSESSION THAT WAS PROVIDED UNDER THE LICENSE.

FEDERAL GOVERNMENT USE OF SOFTWARE - THE SOFTWARE AND ANY ACCOMPANYING DOCUMENTATION ARE COMMERCIAL ITEMS THAT HAVE BEEN DEVELOPED ENTIRELY AT PRIVATE EXPENSE. THEY ARE DELIVERED AND LICENSED AS COMMERCIAL COMPUTER SOFTWARE AND COMMERCIAL SOFTWARE DOCUMENTATION WITHIN THE MEANING OF THE APPLICABLE ACQUISITION REGULATION(S). THIS LICENSE SHALL PRESCRIBE EXCLUSIVELY THE GOVERNMENT'S USE AND DISCLOSURE OF THE SOFTWARE AND DOCUMENTATION.

Section 9 - Equipment Warranties

Equipment may be new, newly manufactured, or assembled from new or serviceable used parts that are like new in performance. Unless the Order or the Unisys Limited Warranty Statement that accompanies the equipment provides a different warranty period, and excluding equipment provided "AS IS", Unisys promises that Unisys branded equipment will be free from defects in material and workmanship, will be Year 2000 Ready, and will substantially conform to relevant Unisys published specifications for twelve (12) months after shipment to Customer. Unisys will repair or replace, at its option and expense, items of equipment that do not meet this warranty provided Customer reports the problem to Unisys during the warranty period. Unisys may fulfill warranty obligations at a Unisys designated site or depot and, when applicable, Customer agrees to send equipment to the Unisys site at Customer's expense and risk. Unisys will return the equipment at Unisys expense and risk if the equipment was defective. Replaced items, whether under a warranty or Service event, become Unisys property. This warranty does not extend to damage caused by normal wear and tear, accident, misuse, disaster, improper supplies or alterations, attachments, parts or repairs not provided or authorized by Unisys.

Section 10 - Software Warranties

Unisys warrants that Unisys Software designated "W" within a Software License Schedule will conform substantially to the then-current published functional specifications and will be Year 2000 Ready for ninety (90) days from Customer's receipt provided Customer uses it properly. Unisys will provide a workaround or correction for material errors in Unisys Software that prevent its use in a production environment, provided that Customer reports the problem in writing to Unisys during this warranty period. This warranty does not extend to non-conformities resulting from accident, misuse, disaster, or alterations or modifications not provided or authorized by Unisys.

Section 11 - Unwarranted/AS IS Unisys and Non Unisys Products and Services

Unisys provides all non Unisys Products, all Unisys Software not designated "W" within a Software License Schedule, and all Unisys Software licensed to Customer beyond its initial license period (whether

under a renewal or subsequent license) "AS IS" and without Unisys warranty. For non Unisys Products, the respective manufacturer, supplier, or publisher may provide its own warranties or remedies to Customer, and Customer agrees to look solely to any such warranties and remedies. Except as specifically described in Section 16, Customer agrees that Unisys will have no liability for any non Unisys Products or third party services that Customer acquires under this Agreement, even if Unisys recommended these products or services to Customer.

Section 12 - Services Warranties

Unisys has the ability to perform the Services and Unisys will provide suitable resources to perform the work according to the description of Services, including any Ordered maintenance Service plan. All Services exclude damage repair or correction of defects or errors related to: (a) time and date data functionality for Unisys Products not designated Year 2000 Ready or non Unisys Products not Year 2000 Ready as initially manufactured; and, (b) supplies not obtained from Unisys, and (c) design, manufacture, materials or workmanship related to non Unisys products and services, or Product(s) for which Unisys has discontinued engineering support; and (d) unauthorized alterations or attachments; and (e) intentional damage caused by non Unisys personnel. In addition, Services exclude replacement of supplies expended during normal operation (including batteries, ink and other consumables).

Section 13 - No Other Warranties

Except as described in this Agreement or an Order, Unisys makes no other warranties. **TO THE EXTENT PERMITTED BY LAW, UNISYS DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE FOR PRODUCTS AND SERVICES AND NON-INFRINGEMENT.** Unisys warranties extend solely to Customer. The following language relates only to Products subject to federal or state consumer warranty laws: If the disclaimer of implied warranties does not apply to Customer, Unisys limits the length of these warranties to the applicable Unisys warranty period. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to Customer. This warranty gives Customer specific legal rights, and Customer may also have other rights, which vary from state to state.

Section 14 - Maintenance Service Description

According to the service plan ordered by Customer, Unisys will, with respect to covered equipment and Software, use commercially reasonable efforts to:

(a) diagnose and repair equipment that does not work according to the manufacturer's specification because of normal wear and tear, provided the equipment is in good working order at the start of the Unisys services, properly configured at the minimum hardware and software levels designated by Unisys, and Customer complies with the manufacturer's instructions for the proper use, care, supplies, and environment for the equipment.

(b) diagnose and provide to Customer workarounds or corrections for (i) material defects in the currently-supported version(s) of Unisys proprietary Software that prevent Customer's use of this Software in a production environment; and (ii) non Unisys Software where the manufacturer makes such support available to Unisys for Customer's benefit under a valid license.

Customer must give Unisys prior written notice of any proposed changes (including alterations or attachments to equipment, software, components, boards or subassemblies) to Products covered by a Unisys warranty or enrolled in a Unisys Service plan. Unisys has no obligation to provide maintenance Support Services for changed

equipment or Software. Unisys may agree to maintain, support or correct such changed Products for an additional charge.

Section 15 - Limitation of Liability

If Unisys does not meet its obligations under either this Agreement or any Order then, despite the basis on which Customer may be entitled to recover from Unisys, the parties agree that Unisys and its subcontractors and suppliers are only liable for: (a) payments described in Section 17, Patents and Copyrights for claims of infringement or misappropriation; and (b) actual direct loss or damage, up to the greater of \$100,000 or the charges paid for the Product or Service that is the subject of Customer's claim during the twelve (12) month period immediately prior to such claim; except that for any defective non Unisys Products provided under this Agreement, Unisys maximum liability is a refund of the amount paid to Unisys for such Products (not including any amounts paid for related Services) returned to Unisys within ninety (90) days after shipment.

The parties also agree that Unisys and its subcontractors and suppliers will not be liable for: (a) claims against Customer from others except for claims described in Section 17, Patents and Copyrights; (b) loss of, or damage to, information or data from any cause; and (c) indirect, incidental, special, punitive, or consequential damages (including lost profits or savings), even if Unisys knows or should have known of the possibility of these damages.

Notwithstanding the foregoing, Unisys agrees to defend and indemnify Customer against claims for damage to tangible property (but not loss or damage to information or data) or injury to persons, including death, to the extent directly caused by the negligent acts or omissions of Unisys. The following language relates only to Products subject to applicable federal or state warranty laws: Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Section 16 - Patents and Copyrights

Unisys will defend Customer from claims that a Unisys Product infringes a United States patent or copyright or misappropriates a trade secret protected under United States law, provided Customer: (a) promptly gives Unisys written notice of the claim; (b) gives Unisys control and authority to defend and/or settle the claim, provided, however, in the case of a Texas state agency Customer, Unisys agrees to coordinate defense and settlement matters with the Office of the Attorney General; and, (c) gives Unisys its cooperation in defense of such claim.

Unisys will pay the costs of the defense and any settlement or damage award for the claim(s). If a claim is made or Unisys believes a claim is likely to be made, Unisys may, at its sole discretion, obtain the right(s) to allow Customer to continue to use the Product or Unisys may replace or modify the Product. If Unisys determines that these choices are not available on reasonable terms, Customer will, upon Unisys request, stop using the Product and return it to Unisys, whereupon any applicable license and charges for the Product will end, and Unisys will give Customer a credit for the price paid to Unisys, less a reasonable charge for past use by Customer and/or Product depreciation. Unisys has no obligation under this Section for any claim from Customer, a legal entity related to Customer, or any claim based on: (a) Customer's design or modification of a Product; (b) Customer's use of a Product in combination with anything that Unisys did not provide to Customer; or, (c) a non Unisys product alone.

Notwithstanding the foregoing, Unisys shall have no liability for any claim of infringement or misappropriation based solely on open source Software or third party Software contained in any Unisys Product.

This Section states Unisys entire liability and Customer's sole and exclusive remedies for patent and copyright infringement or misappropriation and trade secret misappropriation.

Section 17 - Ideas

Any ideas, concepts, know-how, data processing techniques, Software, documentation, diagrams, specifications, schematics or blueprints developed by Unisys personnel (alone or jointly with Customer) in connection with the Services will be and remain the property of Unisys. Subject to payment of any license fees required under the Agreement, Unisys grants Customer a non-exclusive license to use any of the foregoing in accordance with the terms of the Agreement.

Section 18 - Termination and Cancellation

Termination shall be in accordance with Section 10.B. of Appendix A of the DIR Contract No. DIR-SDD-571.

Any terms of the Agreement that by their nature extend after the end of the Agreement will remain in effect until fulfilled. The rights or duties relating to protection of Confidential Information, indemnities, security interests, or compliance with export regulations will survive termination or cancellation of this Agreement.

Section 19 - Dispute Resolution

Dispute Resolution shall be in accordance with Section 10.A. of Appendix A of the DIR Contract No. DIR-SDD-571.

Section 20 - Other Provisions

Customer and Unisys will tell their agents of their obligations under this Agreement. Unisys will excuse any failure that is beyond Customer's reasonable control and Customer will excuse any failure that is beyond Unisys reasonable control, except that Customer shall not be excused from making payments when due. Any failure or delay by Customer or Unisys in exercising any right or remedy will not be a waiver. If any provision of this Agreement should be declared invalid, the remaining provisions will continue to have effect. This Agreement, documents expressly incorporated by reference in this Agreement, the DIR Contract No. DIR-SDD-571, and any Orders under this Agreement, are the entire agreement between Customer and Unisys for the Products and Services under that Order and supersede all prior related proposals, agreements, and all other communications between Customer and Unisys. In the event of a conflict between this Agreement and the DIR Contract No. DIR-SDD-571, the DIR Contract controls. **THE LAW OF THE STATE OF TEXAS SHALL GOVERN THIS AGREEMENT, WITHOUT REGARD TO CONFLICTS OF LAWS PROVISIONS.** Nothing herein shall be construed to waive the sovereign immunity of the State of Texas. Only a Unisys Vice President, General Manager, or Contracts Manager is authorized to make any change to this Agreement or an Order. Customer may not assign or transfer Customer's rights or obligations under this Agreement without the prior written consent of Unisys. Assignments shall be in accordance with Section 4.D. of Appendix A of the DIR Contract No. DIR-SDD-571. Unisys may not subcontract Services to third parties without prior written authorization from DIR. Notices shall be in accordance with Section 11.A. of Appendix A of the DIR Contract No. DIR-SDD-571. Customer shall send all notices to the Unisys office that services Customer and, for notices under Sections 17, 20 and requests for information under Section 5, provide a copy to the Unisys Office of the General Counsel, Unisys Way, Blue Bell, PA 19424-0002.