



Agreement

I. Parties

This Agreement, 2020-16 is made this ____ day of _____, 2020, by and between _____ (“Contractor”), located at _____ and the Town of Miami Lakes (“Town”), located at 6601 Main Street, Miami Lakes, FL 33014.

II. Recitals

Whereas the Town desires to enter into an agreement with Contractor for Technology Services, Solutions and Related Products and Services in an amount not to exceed budgeted funds; and

Whereas Contractor has agreed to provide said goods and services to the Town in accordance with its contract with Fairfax County, Virginia, dated May 1, 2016, except to the extent otherwise provided herein; and

Whereas the Town of Miami Lakes, with the Town Manager acting in accordance with Section 7 of the Town’s Procurement Code, will enter into an agreement with Contractor, in accordance with the terms of Contract 4400006645, which is attached hereto as Exhibit “A” and made a part of this Agreement.

Therefore both parties agree as follows:

III. Incorporation of Recitals

The provisions and recitals set forth above are hereby referred to and incorporated herein and made a part of this Agreement by reference.

IV. Products and Services

Contractor shall provide technology services, solutions and related products and services to the Town in accordance with the terms of the above referenced Contract. All other terms and conditions of said contract, a copy of which is attached hereto as Exhibit “A”, are incorporated herein by reference, except to the extent otherwise provided herein.

V. Contract Modifications

The following contract modifications shall be made to the Agreement between the Town and Contractor from the Contract:

CONTRACT NUMBER

The Town of Miami Lakes’ Technology Services, Solutions and Related Products and Services Agreement will be referenced as Contract #2020-16.

6601 Main Street • Miami Lakes, Florida, 33014
Office: (305) 364-6100 • Fax: (305) 558-8511
Website: www.miamilakes-fl.gov

**EFFECTIVE DATE**

Month_____Day_____ of 2020

SUBCONTRACTORS

Contractor shall not subcontract any of the Work to be performed under this Contract without prior approval of the Project Manager.

INVOICING

Contractor shall provide the Town with an invoice once per month for the goods delivered in the prior month. At a minimum the invoice must contain the following information:

- Name and address of the Contractor
- Purchase Order number
- Contract number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)
- Work performed
- Timeframe covered by the invoice
- Location of Work performed
- Additional Services price allowed by Change Order and/or written agreement
- Total Value of invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Contractor shall be compensated at the prices specified in the Bid Form of the Contract.

INSURANCE

The Town of Miami Lakes shall be shown as the additional insured under the required insurance. Copies of such insurance must be provided to the Town prior to the commencement of any Work under this Agreement.

REPRESENTATION ON AUTHORITY OR PARTIES/SIGNATORIES

6601 Main Street • Miami Lakes, Florida, 33014
Office: (305) 364-6100 • Fax: (305) 558-8511
Website: www.miamilakes-fl.gov



Each person signing this Agreement on behalf of an entity represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

VI. Points of Contact

The points of contact for the Town shall be:

Contract Management: Nathalie Garcia or designee, Procurement Manager
(305) 364-6100 ext. 1166 garcian@miamilakes-fl.gov

Project Manager: Jeremy Bajdaun, Special Projects Manager
(305) 364-6100 ext. 1239 bajdaunj@miamilakes-fl.gov

The point of contact for **Contractor** shall be:

Name: _____, email: _____

Title: _____, phone: _____

Contractor

Town of Miami Lakes

Signature

Edward Pidermann, Town Manager

Name (Print)

Title

Attest:

Gina Inguanzo, Town Clerk



CORPORATE RESOLUTION

WHEREAS, _____, Inc. desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the Agreement to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the _____,
(type title of officer)

_____, is hereby authorized
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed Agreement to which this resolution is attached.

DATED this _____ day of _____, 20_____.

Corporate Secretary

(Corporate Seal)



Exhibit "A"
CONTRACT 4400006645



County of Fairfax, Virginia

AMENDMENT

Date: APR - 2 2019

AMENDMENT NO. 4

CONTRACT TITLE: Technology Products/Equipment and Technology Services/Solutions

CONTRACTOR

UNICOM Government, Inc.
15010 Conference Center Drive
Suite 110
Chantilly, VA 20151

SUPPLIER CODE

1000012010

CONTRACT NO.

4400006645

By mutual agreement, the above contract is amended to add the following subcontractor:

| Subcontractor(s) Name | Street Address | City | State | Zip Code | Anticipated Dollar Amount | Vendor Classification |
|--------------------------|----------------------------|------------|-------|----------|---------------------------------|--------------------------|
| Kinsey & Kinsey, Inc. | 26 North Park Boulevard | Glen Ellyn | IL | 60137 | Unknown | Unknown |

All other terms and conditions remain the same.

Cathy A. Muse, CPPO
Director/County Purchasing Agent

DISTRIBUTION:

Finance – Accounts Payable/e
DIT – Michelle Breckenridge/e
DIT – Tanesha Sherrod/e
Matt East - Matt.East@omniapartners.com

Contractor
Contract Specialist – L. Robinson
ACS, Team 1 – J. Waysome-Tomlin

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/procurement
Phone (703) 324-3201, TTY: 711, Fax: (703) 324-3228



County of Fairfax, Virginia

AMENDMENT

Date: JUL 23 2018

AMENDMENT NO. 3

CONTRACT TITLE: Technology Products/Equipment and Technology Services/Solutions

CONTRACTOR

UNICOM Government, Inc.
15010 Conference Center Drive
Suite 110
Chantilly, VA 20151

SUPPLIER CODE

1000012010

CONTRACT NO.

4400006645

By mutual agreement, the above contract is amended as follows:

1. To change the contractor's address as summarized below:

| | Original Contractor Information | New Contractor Information |
|-----------------|---------------------------------|-------------------------------|
| Address: | 2553 Dulles View Drive | 15010 Conference Center Drive |
| | Suite 100 | Suite 110 |
| | Herndon, VA 20171-5219 | Chantilly, VA 20151 |

2. To renew for two (2) years, effective May 1, 2019 through April 30, 2021.

All other terms and conditions remain the same.

ACCEPTANCE:

BY: K. Edward Newkirk
(Signature)

cn=K. Edward Newkirk,
o=UNICOM Government, Inc.,
ou=Vice President and
Corporate Counsel, email=ed.
newkirk@unicomgov.com, c=US

Vice President and Corporate Counsel
(Title)

K. Edward Newkirk

(Printed)

7/6/2018

(Date)

Cathy A. Muse
Cathy A. Muse, CPPO
Director/County Purchasing Agent

DISTRIBUTION:

Finance – Accounts Payable/e

DIT – Melanie Quinn/e

Tyler McCall – tmccall@uscommunities.org

U. S. Communities – Scott Wilson swilson@uscommunities.org

Contractor

Contract Specialist – L. Robinson

ACS, Team 1 – J. Waysome-Tomlin

Department of Procurement & Material Management

12000 Government Center Parkway, Suite 427

Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/procurement

Phone (703) 324-3201, **TTY:** 711, **Fax:** (703) 324-3228



County of Fairfax, Virginia

AMENDMENT

Date: **SEP 22 2016**

AMENDMENT NO. 2

CONTRACT TITLE: Technology Products/Equipment and Technology Services/Solutions

CONTRACTOR

SUPPLIER CODE

CONTRACT NO.

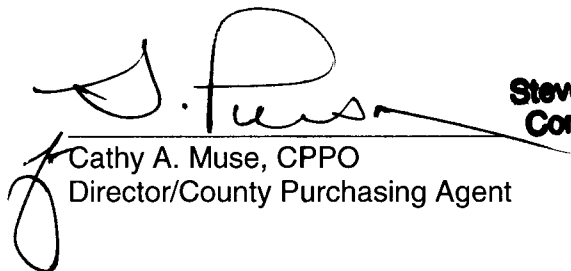
Unicom Government, Inc.
2553 Dulles View Drive
Suite 100
Herndon, VA 20171-5219

1000012010

4400006645

Contract 4400006645 is amended to add not-to-exceed labor rates for overtime/after hours for the labor categories as per the attached Pricing Schedule. Overtime/After Hours represent any hours outside normal business hours, Monday - Friday; 8:00a.m. - 5:00p.m.

All other prices, terms and conditions remain the same.



Cathy A. Muse, CPPO
Director/County Purchasing Agent

**Steve Pierson, CPPB
Contracts Manager**

DISTRIBUTION:

Finance – Accounts Payable/e

DIT – Ron Shoram/e

DIT – Tonya Mills/e

Tyler McCall – tmccall@uscommunities.org

Contractor

Contract Specialist – L. Robinson

ACS, Team 1 – J. Waysome-Tomlin

Department of Procurement & Material Management

12000 Government Center Parkway, Suite 427

Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpmm

Phone (703) 324-3201, TTY: 711, Fax: (703) 324-3228

Pricing Schedule

| Labor Category | Functional Responsibility | Education and Minimum Years of Work Experience | Hourly Rate | Proposed Overtime/After hours Rate |
|--|--|--|-------------|------------------------------------|
| Audio Visual / Communications Member of Technical Staff | Responsible for completing assigned tasks involving projects or proposals, including the development of engineered solutions from specifications, a scope of work, illustration or other communications. Mentors work of all members of the technical staff who may be assigned to a project. The mentoring function includes training, assisting with project tasks, giving direction and guidance, and shall be limited to areas of engineering and tasking. | Engineering or Related Degree with Engineering Experience: <ul style="list-style-type: none">• MA/MS - <1 year• BA/BS - 2 years | \$88.14 | \$132.21 |
| Audio Visual / Communications Principal Member of Technical Staff | Responsible for completing assigned tasks involving projects or proposals. Mentors the work of all members of the technical staff, including training, assisting with project tasks, giving direction and guidance, and facilitating assignments. Mentoring shall be limited to areas of engineering and tasking. | Engineering or Related Degree, with Engineering Experience and experience mentoring technical personnel: <ul style="list-style-type: none">• MA/MS - 3 years with 1 mentoring• BA/BS - 5 years with 1 mentoring• HS/GED - 10 years with 2 mentoring | \$97.24 | \$145.86 |
| Audio Visual / Communications Project Manager Level 1 | Provides technical and administrative assistance to senior leader of AV / Communications department and project management staff. Assists project management staff by developing and maintaining budget and forecast information, developing and maintaining a system for workload tracking/forecasting, assisting with the development and submission of proposals, performing special studies and assignments as directed, working with experienced PMs to learn project management processes and tools. | Project Management or related discipline: <ul style="list-style-type: none">• BS - <1 year• HS/GED - 5 years | \$56.48 | \$84.72 |

Pricing Schedule

| Labor Category | Functional Responsibility | Education and Minimum Years of Work Experience | Hourly Rate | Proposed Overtime/After hours Rate |
|--|---|--|-------------|------------------------------------|
| Audio Visual / Communications Project Manager Level 2 | Responsible for cradle-to-grave management of assigned projects. Serves as customer point of contact, performs site surveys and develops installation and manpower schedules, oversees operation of video teleconferencing, unified communications and audiovisual projects, prepares and submits purchase requisitions, material inspection and receiving reports/DD250s. Supervises technical installation kickoff meetings with engineering and technician teams, purchasing and quality assurance manager. Negotiates scope and contract value with subcontractors. Prepares and submits proposals for requirement and installation projects. | Project Management: <ul style="list-style-type: none"> MA/MS - <1 year BA/BS - 2 years HS/GED - 7 years | \$75.75 | \$113.63 |
| Audio Visual / Communications Project Manager Level 3 | Responsible for cradle-to-grave management of assigned projects. Serves as customer point of contact, performs site surveys and develops installation and manpower schedules, oversees operation of video teleconferencing unified communications and audiovisual projects, prepares and submits purchase requisitions, material inspection and receiving reports/DD250s. Supervises technical and operating teams, purchasing and quality assurance manager. Negotiates scope and contract value with subcontractors. Prepares and submits proposals for equipment and installation projects. | Project Management, with at least 1 year mentoring project management personnel: <ul style="list-style-type: none"> BA/BS - 5 years MA/MS - 3 years | \$84.93 | \$127.40 |
| Audio Visual / Communications Senior Project Manager | Responsible for cradle-to-grave management of assigned projects. Serves as customer point of contact, performs site surveys and develops installation and manpower schedules, oversees operation of video teleconferencing unified communications and audiovisual projects, prepares and submits purchase requisitions, material inspection and receiving reports/DD250s. Supervises technical and operating teams, prepares and chairs installation kickoff meeting with technical and operation teams, purchasing and quality assurance manager. Negotiates scope and contract value with subcontractors, and prepares and submits proposals for equipment and installation projects. | Project Management, with supervisory experience: <ul style="list-style-type: none"> MA/MS - 7 years, 3 supervisory BA/BS - 9 years, 3 supervisory HS/GED - 14 years, 4 supervisory | \$114.45 | \$171.68 |

Pricing Schedule

| Labor Category | Functional Responsibility | Education and Minimum Years of Work Experience | Hourly Rate | Proposed Overtime/After hours Rate |
|--|--|---|-------------|------------------------------------|
| Audio Visual / Communications Technician 1 | Responsible for installing, maintaining and repairing high-end video teleconferencing, audio, and other telecommunications equipment | AV//Communications or related discipline: <ul style="list-style-type: none"> • HS/Vocational - <1 year | \$42.28 | \$63.42 |
| Audio Visual / Communications Technician 2 | Responsible for installing, maintaining, and repairing high-end video teleconferencing, audio, and other telecommunications equipment. Possesses the capacity to oversee the work of other technicians. | AV//Communications or related discipline: <ul style="list-style-type: none"> • Technical School (Electronics or Computers) - 1 year • HS/Vocational - 3 years | \$65.57 | \$98.36 |
| Audio Visual / Communications Technician 3 | Responsible for installing, maintaining, and repairing high-end video teleconferencing, audio, and other telecommunications equipment. Possesses the capacity to oversee the work of other technicians and serve as lead site installation technician. | AV//Communications or related discipline: <ul style="list-style-type: none"> • Technical School (Electronics or Computers) - 3 years • HS/Vocational - 9 years | \$74.64 | \$111.96 |
| CAD Operator | Performs administrative and drafting duties including creation, modification and maintenance/storage of CAD files for all jobs, and development and maintenance of CAD standards. | CAD Operation: <ul style="list-style-type: none"> • AA/Technical School - 1 year • HS/GED - 3 years | \$53.86 | \$80.79 |

Pricing Schedule

| Labor Category | Functional Responsibility | Education and Minimum Years of Work Experience | Hourly Rate | Proposed Overtime/After hours Rate |
|---------------------|---|--|-------------|------------------------------------|
| Network Engineer I | Provides design, analysis, and troubleshooting of IP-driven networks, systems and applications. Performs network assessments and QoS studies. Reviews and recommends improvements. | Design, development, and implementation of communication networks and network solutions integration: <ul style="list-style-type: none"> • MA/MS - 1 year • BA/BS - 3 years • AS - 5 years • HS/GED - 7 years | \$115.93 | \$173.90 |
| Network Engineer II | Provides research, development and proof of concept for customer solutions. Participates in the design, assessment, analysis, and troubleshooting of IP-driven networks, systems and applications. Performs network assessments and QoS studies. Reviews and recommends improvements. | Design, development, and implementation of communication networks and network solutions integration, with demonstrated proficiency with administrative tools and applications: <ul style="list-style-type: none"> • PhD - 1 year • MA/MS - 3 years • BA/BS - 5 years • AS - 7 years • HS/GED - 9 years | \$145.19 | \$217.79 |

Pricing Schedule

| Labor Category | Functional Responsibility | Education and Minimum Years of Work Experience | Hourly Rate | Proposed Overtime/After hours Rate |
|------------------------------|---|--|-------------|------------------------------------|
| Network Engineer III | Leads moderately complex research, development and proof of concept for customer solutions. Develops innovative and advanced IT solutions. Participates when required in the design, assessment, analysis, and troubleshooting of IP-driven networks, systems and applications for customers. Performs network assessment work and QoS studies. Reviews and recommends improvements. | Experience designing, developing, and implementing communication networks and integrating network solutions, with demonstrated proficiency with administrative tools and applications: <ul style="list-style-type: none"> • PhD - 3 years • MA/MS - 5 years • BA/BS - 7 years • AS - 9 years • HS/GED - 11 years | \$202.59 | \$303.89 |
| Physical Security Engineer I | Performs security services in one or more specialized security areas while applying incident management, problem solving, and task management. Develops cross-functional system designs and performance requirements. Prepares technical specifications and actively participates in system design. Provides installation, maintenance, and testing of electronic systems and/or equipment. Develops and maintains blueprints and drawings for system designs. Provides analytical research and technical support to projects. Produces finished documentation such as reports, special studies, policy and procedures, security designs, training programs, and vulnerability and needs assessments. | Networks and security related disciplines in multiple cross-functional system designs: <ul style="list-style-type: none"> • PhD - 2 years • MA/MS - 4 years • BA/BS - 6 years • AS - 8 years • HS/GED - 10 years | \$191.34 | \$287.01 |

Pricing Schedule

| Labor Category | Functional Responsibility | Education and Minimum Years of Work Experience | Hourly Rate | Proposed Overtime/After hours Rate |
|--------------------------------|---|--|-------------|------------------------------------|
| Physical Security Engineer II | Performs and/or manages security services in one or more specialized security areas while applying incident management, problem solving, and task management. Develops cross-functional system designs and performance requirements. Prepares technical specifications and actively participates in system design. Coordinates and supports the installation, maintenance, and testing of electronic systems and/or equipment. Leads design and project control meetings. Develops and maintains blueprints and drawings for system designs. Provides analytical research and technical support to projects. Produces finished documentation such as reports, special studies, policy and procedures, security designs, training programs, and vulnerability and needs assessments. | Experience with networks and security related disciplines in multiple cross-functional system design: <ul style="list-style-type: none">• PhD - 4 years• MA/MS - 6 years• BA/BS - 8 years• AS - 10 years• HS/GED - 12 years | \$258.87 | \$388.31 |
| Physical Security Specialist I | Performs general security services while applying incident management, problem solving, and task management. Applies basic research techniques in support of system design efforts. Understands system function and performance requirements, and technical specifications and dependencies within the system design. Performs and supports the installation, configuration, maintenance, and testing of electronic systems and/or equipment. Usually under the direct supervision of senior level staff. | Basic security related disciplines and ability to apply research techniques, performance requirements, and technical specifications: <ul style="list-style-type: none">• MA/MS - 1 Year• BA/BS - 3 Years• AS - 5 years• HS/GED - 7 years | \$137.31 | \$205.97 |

Pricing Schedule

| Labor Category | Functional Responsibility | Education and Minimum Years of Work Experience | Hourly Rate | Proposed Overtime/After hours Rate |
|--------------------------|--|---|-------------|------------------------------------|
| Program Manager Level I | Typically manages the performance of projects with minimal complexity that may be organized by technology, program, or client. Oversees the technology development and/or application, marketing, and resource allocation within program client base. Program areas typically represent more than three functional areas that may include engineering, systems analysis, acquisition management, quality control, administration, etc. Leads a technical team by instructing, directing, and checking the work of other team members. Responsible for the quality assurance review and evaluation of program deliverables. | Managing multiple, moderately complex projects, with demonstrated proficiency in managing development, marketing, communication, application, quality, and resource allocation within client requirements: <ul style="list-style-type: none"> • MA/MS - 3 years • BA/BS - 5 years • AS - 7 years • HS/GED - 9 years | \$236.36 | \$354.54 |
| Program Manager Level II | Typically manages the performance of multiple projects with moderate complexity that may be organized by technology, program, or client. Oversees the technology development and/or application, marketing, and resource allocation within program client base. Program areas typically represent more than three functional areas that may include engineering, systems analysis, acquisition management, quality control, administration, etc. Leads a technical team by instructing, directing, and checking the work of other team members. Responsible for the quality assurance review and evaluation of program deliverables. | Managing multiple, moderately complex projects, with demonstrated proficiency in managing development, marketing, communication, application, quality, and resource allocation within client requirements: <ul style="list-style-type: none"> • PhD - 4 years • MA/MS - 6 years • BA/BS - 8 years • AS - 8 years • HS/GED - 9 years | \$247.61 | \$371.42 |

Pricing Schedule

| Labor Category | Functional Responsibility | Education and Minimum Years of Work Experience | Hourly Rate | Proposed Overtime/After hours Rate |
|--------------------------|---|--|-------------|------------------------------------|
| Project Manager Level I | Responsible for successful project implementation, monitoring and completion. Assigns and directs project personnel; and serves as primary technical point of interface with Government and/or Client management/technical personnel. Performs formal and informal project status/quality reviews, and reports on the financial, management and technical requirements. Reviews and has final approval of project deliverables prior to client delivery. Typically under the general oversight of a higher level of management for mentorship and guidance. | Performing project oversight to include but not limited to status reviews, budgeting, personnel management, technical requirement management, and schedule management, with management oversight by higher management: <ul style="list-style-type: none"> • MA/MS - 1 year • BA/BS - 3 years • AS - 5 years • HS/GED - 7 years | \$191.34 | \$287.01 |
| Project Manager Level II | Responsible for successful project implementation, monitoring and completion. Assigns and directs project personnel; and serves as primary technical point of interface with Government and/or Client management/technical personnel. Provides a significant level of competence to any technology project they support. Performs formal and informal project status/quality reviews, and reports on the financial, management and technical requirements. Reviews and has final approval of project deliverables prior to client delivery. | Project Management Professional (PMP) certification required. Performing project oversight to include but not limited to status reviews, budgeting, personnel management, technical requirement management, and schedule management: <ul style="list-style-type: none"> • PhD - 1 Year • MA/MS - 3 years • BA/BS - 5 years • AS - 7 years • HS/GED - 9 years | \$213.85 | \$320.78 |

Pricing Schedule

| Labor Category | Functional Responsibility | Education and Minimum Years of Work Experience | Hourly Rate | Proposed Overtime/After hours Rate |
|---------------------|---|--|-------------|------------------------------------|
| Systems Engineer I | Performs general systems engineering activities such as design, modification, maintenance, and enhancement of information systems. Develops and applies standard methods, theories and research techniques in the investigation and solution of COTS software applications. Specialized experience includes analysis, design or maintenance of software systems, including simulations and modeling, client/server architectures, networking techniques and protocols, databases, programming languages, and/or operating systems. | Networking techniques, COTS software systems, operating systems, and server architectures: <ul style="list-style-type: none"> • AS - 2 years • HS/GED - 4 years | \$121.55 | \$182.33 |
| Systems Engineer II | Performs general systems engineering activities such as design, modification, maintenance, and enhancement of information systems. Assists with the implementation and rollout of solutions. Develops and applies standard methods, theories and research techniques in the investigation and solution of COTS software applications. Specialized experience includes analysis, design or maintenance of software systems, including simulations and modeling, client/server architectures, networking techniques and protocols, databases, programming languages, and/or operating systems. May provide supervision to subordinate staff and project team. | Client/server architecture, networking techniques, protocols, and databases: <ul style="list-style-type: none"> • BA/BS- 2 years • AS - 4 years • HS/GED - 6 years | \$151.94 | \$227.91 |

Pricing Schedule

| Labor Category | Functional Responsibility | Education and Minimum Years of Work Experience | Hourly Rate | Proposed Overtime/After hours Rate |
|-----------------------------------|--|--|-------------|------------------------------------|
| Systems Engineer III | Performs moderately complex systems engineering activities such as design, modification, maintenance, and enhancement of information systems. Coordinates with the client to determine requirements to support specific business functions. Provides training on enhancements, maintenance and operation of systems. Manages or assists with the implementation and rollout of solutions. Develops and applies advanced methods, theories and research techniques in the investigation and solution of moderately complex software applications. Specialized experience includes analysis, design or maintenance of complex software systems, including simulations and modeling, client/server architectures, networking techniques and protocols, databases, programming languages, and/or operating systems. May provide supervision to subordinate staff and project team. | Advanced design and maintenance of complex software systems, client/server architecture, networking techniques, protocols, operating systems, and databases: <ul style="list-style-type: none"> • MA/MS - 3 years • BA/BS - 5 years • AS - 7 years • HS/GED - 9 years | \$208.22 | \$312.33 |
| Unified Communications Engineer I | Performs assessments of existing infrastructures and develops detailed network designs. Possesses an understanding of unified communications to include voice, data and video services, messaging services to include voice mail, unified messaging, Cisco Call Center, email and instant messaging. Typically works as part of an engineering team tasked with providing unified communications solutions. | VoIP industry networking products and protocols, with demonstrated proficiency in troubleshooting and resolving problems of a moderate scope: <ul style="list-style-type: none"> • BA/BS - 2 years • AS - 4 years • HS/GED - 6 years | \$132.81 | \$199.22 |

Pricing Schedule

| Labor Category | Functional Responsibility | Education and Minimum Years of Work Experience | Hourly Rate | Proposed Overtime/After hours Rate |
|-------------------------------------|--|---|-------------|------------------------------------|
| Unified Communications Engineer II | Architects, designs and manages the implementation of the Unified Communications solution. Analyzes requirements, identifies gaps and executes the design phase of the project. Performs assessments of existing infrastructures and develops detailed network designs. Possesses a deep understanding of unified communications to include voice, data and video services, messaging services to include voice mail, unified messaging, Cisco Call Center, email and instant messaging. May provide management oversight for subordinates. | VoIP industry networking products and protocols, with demonstrated proficiency in troubleshooting and resolving problems of a moderate scope: <ul style="list-style-type: none"> • PhD - 2 Years • MA/MS - 4 Years • BA/BS- 6 Years • AS- 8 Years • HS/GED- 10 years | \$145.19 | \$217.79 |
| Unified Communications Engineer III | Architects, designs and manages the implementation of the Unified Communications solution. Analyzes requirements, identifies gaps and executes the design phase of the project. Performs assessments of existing infrastructures and develops detailed network designs. Possesses a deep understanding of unified communications to include voice, data and video services, messaging services to include voice mail, unified messaging, Cisco Call Center, email and instant messaging. Usually is the primary point of contact for the client technical team. Provide management oversight for subordinates. | VoIP industry networking products and protocols, with demonstrated proficiency in troubleshooting and resolving problems of a complex and broad scope, applying analytical skills and technical knowledge to design a unified communication solution: <ul style="list-style-type: none"> • PhD - 6 years • MA/MS - 8 years • BA/BS - 10 years • AS - 12 years • HS/GED - 14 years | \$208.22 | \$312.33 |

Pricing Schedule

| Labor Category | Functional Responsibility | Education and Minimum Years of Work Experience | Hourly Rate | Proposed Overtime/After hours Rate |
|----------------------------|---|---|-------------|------------------------------------|
| Virtualization Engineer I | Plans, develops and coordinates the operations and maintenance of current and future virtual frames. Troubleshoots applications, operating systems, server hardware, network communications and storage communication problems within the virtual frame. Provides operations and maintenance support to virtual frames across various network and systems within the enterprise. | Networking and enterprise storage technologies, with demonstrated proficiency in participating in testing and evaluation of new technologies to ensure compatibility and functionality of server and storage technologies: <ul style="list-style-type: none"> • PhD - 2 years • MA/MS - 4 years • BA/BS - 6 years • AS - 8 years • HS/GED - 10 years | \$142.94 | \$214.41 |
| Virtualization Engineer II | Designs detailed architecture of the virtualization solutions as well as overseeing and participating in the implementation of the configuration. May be responsible for supervision of virtualization teams and providing technical direction to support staff. Plans, develops and coordinates the operations and maintenance of current and future virtual frames. Troubleshoots applications, operating systems, server hardware, network communications and storage communication problems within the virtual frame. Provides operations and maintenance support to virtual frames across various network and systems within the enterprise. | Networking and enterprise storage technologies, with demonstrated proficiency in participating in testing and evaluation of new technologies to ensure compatibility and functionality of server and storage technologies: <ul style="list-style-type: none"> • PhD - 4 years • MA/MS - 6 years • BA/BS - 8 years • AS - 10 years • HS/GED - 12 years | \$180.08 | \$270.12 |

Pricing Schedule

| Labor Category | Functional Responsibility | Education and Minimum Years of Work Experience | Hourly Rate | Proposed Overtime/After hours Rate |
|-----------------------------|--|--|-------------|------------------------------------|
| Virtualization Engineer III | Responsible for virtualization services solutions development, planning and execution, including management of virtualization teams that plan, develop and coordinate the operations and maintenance of existing and future virtual frames. Considered a virtualization expert, manages the company's virtualization consulting resources. Provides daily supervision and direction to support staff, and is the primary interface with Government/Client technical representatives. | Networking and enterprise storage technologies, with demonstrated proficiency in participating in testing and evaluation of new technologies to ensure compatibility and functionality of server and storage technologies: <ul style="list-style-type: none"> • PhD - 6 years • MA/MS - 8 years • BA/BS - 10 years • AS - 12 years • HS/GED - 14 years | \$264.49 | \$396.74 |



County of Fairfax, Virginia

AMENDMENT

Date: **MAY 23 2016**

AMENDMENT NO. 1

CONTRACT TITLE: Technology Products/Equipment and Technology Services/Solutions

CONTRACTOR

Unicom Government, Inc.
2553 Dulles View Drive
Suite 100
Herndon, VA 20171-5219

SUPPLIER CODE

1000012010

CONTRACT NO.

4400006645

Contract 4400006645 is amended to incorporate the attached sample Master Equipment Lease Agreement (MELA).

All other terms, and conditions remain the same.


Cathy A. Muse, CPPO
Director/County Purchasing Agent

Steve Pierson, CPPB
Contracts Manager

DISTRIBUTION

Finance – Accounts Payable/e
DIT – Ron Shoram/e
DIT – Tonya Mills/e
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Master Equipment Lease Agreement

| | |
|----------|--|
| BETWEEN: | UNICOM Government, Inc. (the "Lessor") 2553 Dulles View Drive, Suite 100 Herndon, VA 20171 |
| AND: | Fairfax County, VA (the "Lessee") 12000 Government Center Parkway Fairfax, VA 22030 |
| DATED: | May __, 2016 |

ARTICLE I

1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agent" means any agent for the Registered Owners, if any, to which all or a portion of Lessor's right, title and interest in, to and under a Property Schedule and the Property under such Property Schedule may be assigned for the benefit of the Registered Owners of Lease Participation Certificates in such Property Schedule.

"Agreement" means this Master Equipment Lease Agreement, including all exhibits and schedules attached hereto.

"Appraisal Procedure" shall mean the following procedure for obtaining an appraisal of the Fair Market Value. Lessor shall provide Lessee with an appraisal amount based upon the assumptions specified in the definition of Fair Market Value that will be determined by an appraiser of Lessor's choosing.

"Appraiser" shall mean a person engaged in the business of appraising property who has at least ten (10) years' experience in appraising property similar to the Property.

"Commencement Date" is the date when the term of a Property Schedule and Lessee's obligation to pay rent thereunder commences, which date shall be set forth in the Property Schedule.

"Event of Non-appropriation" is defined in Section 6.05.

"Event of Default" is defined in Section 13.01.

"Fair Market Value" or "FMV" shall mean the value of each Item of Property for use, unless otherwise specified herein as determined between Lessor and Lessee, or, if Lessor and Lessee are unable to agree, pursuant to the Appraisal Procedure, which would be obtained in an arms-length transaction between an informed and willing seller (under no compulsion to sell) and an informed and willing buyer (under no compulsion to purchase). In determining the Fair Market Value of the Property, such Fair Market Value shall be calculated on the assumption that the Property is in the condition and repair required by Section 11.03 hereof.

"Governmental Authority" shall mean any foreign, Federal, state, county, municipal or other governmental authority, agency, board or court.

"Lease Participation Certificates" means certificates evidencing a right to receive a share of Rental Payments payable under a Property Schedule and Purchase Price Payments payable under a Property Schedule and any other rights set forth herein with respect to the Property under said Property Schedule.

"Lease Term" means, with respect to a Property Schedule, the Original Term and all Renewal Terms. The Lease Term for each Property Schedule executed hereunder shall be set forth in such Property Schedule, as provided in Section 4.02.

"Lessee" means the entity identified as such in the first paragraph hereof, and its permitted successors and assigns.

"Lessor" means the entity identified as such in the first paragraph hereof, and its successors and assigns.

"Original Term" means, with respect to a Property Schedule, the period from the Commencement Date until the end of the budget year of Lessee in effect at the Commencement Date.

"Property" means, collectively, the property leased pursuant to this Agreement, and with respect to each Property Schedule, the property described in such Property Schedule, and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article IX.

"Property Schedule" means a Property Schedule in the form attached hereto for Property Schedule 1. Subsequent Property Schedules pursuant to this Agreement shall be numbered consecutively, beginning with Property Schedule 2.

"Purchase Agreement" shall mean any purchase agreement or other contract entered into between the Supplier and Lessee for the acquisition of the Property to be leased hereunder. For the purposes of this Master Lease Agreement, this contract shall be Fairfax County Contract # 4400006645, unless otherwise agreed to in an individual Property Schedule.

"Purchasing Agent" means the county representative employed by the Board of Supervisors of Fairfax County, Virginia. The Purchasing Agent has the sole responsibility and authority for negotiating, placing, and when necessary modifying every solicitation, contract, and purchase order issued by the County of Fairfax.

"Registered Owners" means the registered owners of Lease Participation Certificates in a Property Schedule as shown on the registration books maintained by the Agent.

"Renewal Terms" means the yearly appropriation of payments for a Property Schedule, each having a duration of one year and a term coextensive with Lessee's budget year and Purchase Agreement.

"Rental Payments" means the rental payments payable by Lessee under Article VI of this Agreement and each Property Schedule, as set forth in each Property Schedule.

"Rental Payment Dates" means the Rental Payment Dates for the Rental Payments as set forth in each Property Schedule.

"State" means the state in which Lessee is situated.

"Supplier" means the manufacturer or contractor of the Property as well as the agents or dealers of the manufacturer or contractor from whom all or any portion of the Property is being acquired for lease hereunder and may include the lessor

ARTICLE II

2.01 Property Schedules Separate Leases. Each Property Schedule executed and delivered under this Agreement shall be treated as a separate lease, distinct from other Property Schedules. Without limiting the foregoing, upon the occurrence of an Event of Default or an Event of Non-appropriation with respect to a Property Schedule, Lessor shall have the rights and remedies specified herein with respect to the Property leased and the Rental Payments payable under such Property Schedule, and except as expressly provided in Section 12.02 below, Lessor shall have no rights or remedies with respect to Property leased or Rental Payments payable under any other Property Schedules unless an Event of Default or Event of Non-appropriation has also occurred under such other Property Schedules, unless otherwise permitted by applicable law.

ARTICLE III

3.01 Covenants of Lessee. As of the Commencement Date for each Property Schedule executed and delivered hereunder, Lessee shall be deemed to represent, covenant and warrant for the benefit of Lessor, any Agent, and any Registered Owners, as follows:

- (a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the Property Schedule and the transactions contemplated thereby and to perform all of its obligations thereunder.
- (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. To the extent Lessee should merge with another entity under the laws of the State, Lessee agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Lessee's rights and shall assume Lessee's obligations hereunder.
- (c) Lessee has been duly authorized to execute and deliver this Agreement and the Property Schedule by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and the Property Schedule, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the Property Schedule and the leasing by Lessee of the Property thereunder. The Purchasing Agent, as defined in the Fairfax County Purchasing Resolution, shall have the authority to enter into such agreements, as outlined and detailed in the Fairfax County Purchasing Resolution.
- (d) During the Lease Term for the Property Schedule, the Property thereunder will perform and will be used by Lessee only for the purpose of performing essential governmental uses and public functions within the permissible scope of Lessee's authority.
- (e) Lessee will provide Lessor with current financial statements, budgets and proof of appropriation for the ensuing budget year and other financial information relating to the ability of Lessee to continue this Agreement and the Property Schedule in such form and containing such information as may be reasonably requested by Lessor. Proof of appropriation shall be based on the Fairfax County Purchasing Resolution, Article One, Section Two, Subsection C which states that the County Purchasing Agent may also act as purchasing agent for the Northern Virginia Workforce Investment Board (NVWIB). The County Purchasing Agent shall have the authority to approve all contract awards up to \$100,000 and the NVWIB shall have the authority to approve all contract awards that exceed \$100,000.
- (f) The execution, delivery and performance of this Agreement and the Property Schedule and compliance with the provisions hereof and thereof by Lessee does not conflict with or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease or other instrument to which Lessee is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Lessee or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Lessee or to which it is subject.

ARTICLE IV

4.01 Lease of Property. On the Commencement Date of each Property Schedule executed hereunder, Lessor will be deemed to demise, lease and let to Lessee, and Lessee will be deemed to rent, lease and hire from Lessor, the Property described in such Property Schedule, in accordance with this Agreement and such Property Schedule, for the Lease Term set forth in such Property Schedule.

4.02 Lease Term. The term of each Property Schedule shall commence on the Commencement Date set forth therein and shall terminate upon payment of the final Rental Payment and conclusion of the final Rental Payment period set forth in such Property Schedule, unless terminated sooner pursuant to this Agreement or the Property Schedule.

4.03 Delivery, Installation and Acceptance of Property. Lessee shall order the Property, shall cause the Property to be delivered and installed at the locations specified in the applicable Property Schedule and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. Any taxes, including but not limited to sales and property taxes, associated with the ownership of the Property, shall be included within the payment amounts of each Property Schedule. If the tax rates increase during the term of a given Property Schedule, Lessee will be notified of said increase and make the determination if funding has been appropriated. To the extent funds are deposited under an escrow agreement or trust agreement for the acquisition of the Property, such funds shall be disbursed as provided therein. When the Property described in such Property Schedule is delivered, installed and accepted as to Lessee's specifications, Lessee shall immediately accept the Property and evidence said acceptance by executing and delivering to Lessor the Acceptance Certificate substantially in the form attached to the Property Schedule. Lessee has selected and ordered the Property from the Supplier and, if appropriate, has entered into a Purchase Agreement with respect thereto. Lessor may accept an assignment from Lessee of Lessee's rights, but none of Lessee's obligations, under any such Purchase Agreement. The parties acknowledged that Fairfax County is a political subdivision of the Commonwealth of Virginia and is exempt from many tax obligations. In no event shall any Property Schedule reflect payments for taxes that are not properly owed by Fairfax County.

ARTICLE V

5.01 Enjoyment of Property. Lessee shall during the Lease Term peaceably and quietly have, hold and enjoy the Property, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement. No Registered Owner shall interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default under the subject Property Schedule.

5.02 Location; Inspection. The Property will be initially located or based at the location specified in the applicable Property Schedule. Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Property with ten (10) business days notice to Lessee.

ARTICLE VI

6.01 Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional, statutory or charter limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the faith and credit or taxing power of Lessee. Upon the appropriation of Rental Payments for a fiscal year, the Rental Payments for said fiscal year, and only the Rental Payments for said current fiscal year, shall be a binding obligation of Lessee; provided that such obligation shall not include a pledge of the taxing power of Lessee.

6.02 Payment of Rental Payments. Lessee shall promptly pay Rental Payments under each Property Schedule, exclusively from legally available funds, in lawful money of the United States of America, to Lessor in such amounts and on such dates as described in the applicable Property Schedule, at Lessor's address set forth on the first page of this Agreement, unless Lessor instructs Lessee otherwise. All invoices shall contain the contract number and the applicable payment amounts due. To the extent permitted by applicable law, Lessee shall pay Lessor a charge on any delinquent Rental Payments under a Property Schedule, in an amount sufficient to cover all additional costs and expenses incurred by Lessor and Agent from such delinquent Rental Payment. In addition, Lessee shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Rental Payments that are more than 10 days past due.

6.03 Rental Payments to be Unconditional. SUBJECT TO SECTION 6.05 AND PARAGRAPH 48 OF THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, THE OBLIGATIONS OF LESSEE TO PAY THE RENTAL PAYMENTS DUE UNDER THE PROPERTY SCHEDULES AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR AS PROVIDED IN SECTION 10.02.

6.04 Continuation of Lease by Lessee. Lessee intends to continue all Property Schedules entered into pursuant to this Agreement and to pay the Rental Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the term of all Property Schedules can be obtained. Lessee agrees that any Rental Payments due under the Property Schedules have been budgeted based on the Fairfax County Purchasing Resolution, Article One, Section Two, Subset C which states that the County Purchasing Agent may also act as purchasing agent for the Northern Virginia Workforce Investment Board (NVWIB). The County Purchasing Agent shall have the authority to approve all contract awards up to \$100,000 and the NVWIB shall have the authority to approve all contract awards that exceed \$100,000. Notwithstanding this covenant, if Lessee fails to appropriate the Rental Payments for a Property Schedule pursuant to Section 6.05, such Property Schedule shall terminate.

6.05 Non-Appropriation. If sufficient funds are not appropriated to make Rental Payments required under a Property Schedule, such Property Schedule shall terminate and Lessee shall not be obligated to make Rental Payments under said Property Schedule beyond the then current fiscal year for which funds have been appropriated. Upon the occurrence of such non-appropriation (an "Event of Non-appropriation") Lessee shall, no later than the end of the fiscal year for which Rental Payments have been appropriated, deinstall and package the Property under said Property Schedule and make available to Lessor so that they may pick up said Property. If Lessee fails to deinstall, package, and make the Property available to Lessor upon termination of said Property Schedule by reason of an Event of Non-appropriation, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Rental Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to make said Equipment available to Lessor and for any other loss suffered by Lessor as a result of Lessee's failure to make said Equipment available to Lessor as required. Lessee shall notify Lessor in writing within fifteen (15) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Rental Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee.

ARTICLE VII

7.01 Title to and Location of Property: Title to each item of Property leased hereunder shall remain with the Lessor at all times and Lessee shall have no right, title or interest therein except as expressly set forth in this Lease. Lessee, will take reasonable efforts to protect and defend Lessor's title to the Property and will keep the Property free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons. All items of Property shall at all times be and remain personal property notwithstanding that any such Property may now or hereafter be affixed to realty.

The Property shall be delivered to the location specified in the Schedule with respect thereto and shall not thereafter be moved from such location without the prior written consent of Lessor. Without limitation of the foregoing, Lessee shall not permit the Property or any part thereof to be removed outside the United States. Lessor agrees to affix to each item of Property, in a reasonably prominent place, such indicia of Lessor's ownership if requested and supplied by Lessor. Lessee will not alter, deface, cover or remove such ownership identification.

7.02. Tax Benefits: Lessee acknowledges that unless otherwise agreed by Lessor, Lessor intends to claim all available tax benefits of ownership with respect to the Property (the "Tax Benefits"). Notwithstanding anything herein to the contrary, if Lessor shall not be entitled to, or shall be subject to recapture of, the Tax Benefits, as a result of any act, omission or misrepresentation of Lessee, Lessee shall pay to Lessor upon demand an amount or amounts sufficient to reimburse Lessor for such loss, together with any related interest and penalties to the extent permitted by applicable law, based on the highest marginal corporate income tax rate prevailing during the Lease Term, regardless of whether Lessor or any member of a consolidated group of which Lessor is also a member is then subject to any increase in tax as a Lease Term, regardless

7.03 Personal Property. The Property is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Property or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Property from any party having an interest in any such real estate or building.

7.04 Financing, Security Interest:

- (a) In the event that this Lease is deemed to constitute a secured transaction disguised as a lease, Lessee grants to Lessor a first priority security interest in the Property and any additions (excluding any software, memory and any other such items purchased separately from the leased equipment), attachments, upgrades, accessions, repairs, modifications, replacements thereto and proceeds thereof, including insurance proceeds, to secure Lessee's payment of the Rental Payments and all other payment obligations when due, and Lessee's performance of all of the terms and conditions of this Lease.
- (b) If under applicable law any part of the Rental Payments are deemed or determined to be imputed interest, finance charges or time-price differential ("Interest"), the parties agree that the Rental Payments shall be deemed to be level payments of principal and Interest, with such Interest accruing on principal amounts outstanding from time to time. The rate of such Interest is not intended to exceed the maximum amount of interest permitted by applicable law. If the Interest exceeds such maximum, then at Lessor's option, if permitted by law, the Interest payable will be reduced to the legally permitted maximum amount of interest, and any excessive Interest will be used to reduce the principal amount of Lessee's obligation or refunded.

7.05 Lessee's Waivers. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE TO RECOVER INCIDENTAL OR CONSEQUENTIAL DAMAGES FROM LESSOR FOR ANY BREACH OF WARRANTY OR FOR ANY OTHER REASON OR TO SETOFF OR DEDUCT ALL OR ANY PART OF ANY CLAIMED DAMAGES RESULTING FROM LESSOR'S DEFAULT, IF ANY, UNDER THIS LEASE PROVIDED, HOWEVER, THAT NO SUCH WAIVER SHALL PRECLUDE LESSEE FROM ASSERTING ANY SUCH CLAIM AGAINST LESSOR IN A SEPARATE CAUSE OF ACTION INCLUDING, WITHOUT LIMITATION, ANY CLAIM ARISING AS A RESULT OF LESSOR'S BREACH OF SECTION 5.01 HEREOF.

ARTICLE VIII

8.01 Maintenance of Property by Lessee. Lessee shall keep and maintain the Property in good condition and working order and in compliance with the manufacturer's specifications, shall use, operate and maintain the Property in conformity with all laws and regulations concerning the Property's ownership, possession, use and maintenance, and shall keep the Property free and clear of all liens and claims, other than those created by this Agreement. Lessee shall have sole responsibility to maintain and repair the Property. Should Lessee fail to maintain, preserve and keep the Property in good repair and working order and in accordance with manufacturer's specifications, and if requested by Lessor, Lessee will enter into maintenance contracts for the Property in form approved by Lessor and with approved providers.

8.02 Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Property free of all levies, liens and encumbrances, except for the interest of Lessor under this Agreement. The Lessee's Rental Payments shall include all applicable taxes. To the extent permitted by applicable law, Lessee shall indemnify and hold Lessor harmless from and against (on an after-tax basis) any and all taxes, fees, withholdings, levies, imposts, duties, assessments and charges of any kind and nature arising out of or related to this Agreement imposed upon or against Lessor, any assignee of Lessor, Lessee or any Property by any Governmental Authority with respect to any Property or the manufacturing, ordering, sale, purchase, shipment, delivery, acceptance or rejection, ownership, titling, registration, leasing, subleasing, possession, use, operation, removal, return or other dispossession thereof or upon the rents, receipts or earnings arising therefrom or upon or with respect to this Agreement, excepting only all Federal, state and local taxes on or measured by Lessor's net income (other than income tax resulting from making any alterations, improvements, modifications, additions, upgrades, attachments, replacements or substitutions by Lessee).

8.03 Insurance. At its own expense, Lessee shall maintain (a) casualty insurance insuring the Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount equal to at least the replacement value of the Property, and (b) liability insurance that protects Lessor from liability in all events in an amount reasonably acceptable to Lessor, and (c) worker's compensation insurance covering all employees working on, in, near or about the Property; provided that Lessee may self-insure against all such risks. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor, on or before the Commencement Date for each Property Schedule, and thereafter at Lessor's request, certificates evidencing such coverage, or, if Lessee self-insures, a written description of its self-insurance program together with a certification from Lessee's risk manager or insurance agent or consultant to the effect that Lessee's self-insurance program provides adequate coverage against the risks listed above, subject to the approval of Lessor.

8.04 Advances. Lessee agrees to keep all Equipment covered by insurance during the lease term. In the event Lessee shall fail to either maintain the insurance required by this Agreement or keep the Property in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof or maintain and repair the Property and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the Lease Term for the Property Schedule for which the Property is under and shall be due and payable on the next Rental Payment Date and Lessee covenants and agrees to pay such amounts so advanced by Lessor.

ARTICLE IX

9.01 Damage or Destruction. Lessee shall bear the entire risk of loss (including without limitation, theft, destruction, disappearance of or damage to any and all Property ("Loss") from any cause whatsoever), whether or not insured against, during the Lease Term and any extensions thereof until the Property is returned to Lessor in accordance with Section 11.03 hereof. No Loss shall relieve Lessee of the obligation to pay Rental Payments or of any other obligation under this Master Agreement and the applicable Property Schedule. If (a) the Property under a Property Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Property under a Property Schedule or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessor and Lessee will cause the Net Proceeds (as hereinafter defined) of any claim satisfied through self-insurance, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Property. In lieu of replacement, repair, restoration, modification or improvement of the Property, Lessee may elect to pay to Lessor, or its assign, an amount equal to the remaining balance of payments under the lease plus the Fair Market Value of the Property. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee. For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any claim satisfied through self-insurance, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

ARTICLE X

10.01 Disclaimer of Warranties. LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE EQUIPMENT, INCLUDING THE STATE OF TITLE; AND LESSOR HAS EXPRESSLY MADE NO WARRANTY AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF LATENT OR OTHER DEFECTS OF THE EQUIPMENT AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, PROPERTY OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE. Lessee acknowledges that it has made (or will make) the selection of the Property from the Supplier based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Lessor. Lessee understands and agrees that (a) neither the Supplier nor any sales representative or other agent of Supplier, is (i) an agent of Lessor, or (ii) authorized to make or alter any term or condition of this Agreement, and (b) no such waiver or alteration shall vary the terms of this Agreement unless expressly set forth herein. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Property Schedules, or the existence, furnishing, functioning or use of any item, product or service provided for in this Agreement or the Property Schedules. The Lessee shall be entitled to the benefit of any applicable manufacturer's warranties and rights, including rights and warranties that it may have under the agreement with the Equipment Vendor.

10.02 Supplier's Warranties. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Supplier of the Property, as defined in the Purchase Agreement, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Supplier of the Property."

10.03 Use of the Property. Lessee will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement and the applicable Property Schedule. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Property. In addition, Lessee agrees to comply in all respects with all laws of the jurisdiction in which its operations involving any item of Property may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Property. Lessee shall notify Lessor in writing of any pending or threatened investigation, inquiry, claim or action by any governmental authority which could adversely affect this Agreement, any Property Schedule or the Property thereunder.

10.04 Modifications. Subject to the provisions of this Section, Lessee shall have the right, at its own expense, to make alterations, additions, modifications or improvements to the Property. All such alterations, additions, (except software memory and any other such items purchased separately from the leased equipment) modifications and improvements shall thereafter comprise part of the Property and shall be subject to the provisions of this Agreement. Such alterations, additions, modifications and improvements shall not in any way damage the Property, substantially alter its nature or cause it to be used for purposes other than those authorized under the provisions of state and federal law; and the Property, on completion of any alterations, additions, modifications or improvements made pursuant to this Section, shall be of a value which is equal to or greater than the value of the Property immediately prior to the making of such alterations, additions, modifications and improvements. Lessee shall, at its own expense, make such alterations, additions, modifications and improvements to the Property as may be required from time to time by applicable law or by any governmental authority.

ARTICLE XI

11.01 Extension Terms. So long as no Default or Event of Default shall have occurred and be continuing and Lessee shall have given Lessor at least ninety (90) days but not more than one hundred eighty (180) days prior written notice (the "Option Notice"), Lessee shall have the following extension options at the expiration of the Lease Term, or any Extension Term, to: (i) renew this Lease on a Monthly basis at the same Rental Payments payable at the expiration of the Lease Term; or (ii) return such Property to Lessor pursuant to, and in the condition required by, the Master Agreement. If Lessee fails to give Lessor the Option Notice, Lessee shall be deemed to have chosen option (i) above. If Lessee fails to deinstall, package, and make the Property available to Lessor at such time agreed upon by Lessee and Lessor, Lessee shall be responsible for the payment of damages in an amount equal to the portion of Rental Payments thereafter coming due that is attributable to the number of days after the agreed upon date of original return during which the Lessee fails to deliver possession.

11.02 Nature of Transaction; True Lease. (a) It is the express intent of the parties that all Property Schedules to this Agreement constitute true leases and not sale of Property. Title to the Property shall at all times remain in Lessor, and Lessee shall acquire no ownership, title, property, right, equity, or interest in the Property other than its leasehold interest solely as Lessee subject to all the terms and conditions hereof. To the extent that Article 2A ("Article 2A") of the Uniform Commercial Code ("UCC") applies to the characterization of a Property Schedule, the parties hereby agree that the Property Schedule is a "Finance Lease" as defined therein. Lessee acknowledges: (i) that Lessee has selected the "Supplier" (as defined in the UCC) and has directed Lessor to purchase the Property from the Supplier in connection with this Lease, and (ii) that Lessee has been informed in writing, before Lessee's execution of a Property Schedule, that Lessee is entitled under Article 2A to the promises and warranties, including those of any third party, provided to Lessor by the Supplier in connection with or as part of the Purchase Agreement, and that Lessee may communicate with the Supplier and receive an accurate and complete statement of those promises and warranties, including any disclaimers and limitations of them or of remedies. The filing of UCC financing statements pursuant to Section 7.04 is precautionary and shall not be deemed to have any effect on the characterization of the Property Schedules. NOTWITHSTANDING THE FOREGOING, LESSOR HAS NOT MADE, AND HEREBY DISCLAIMS ANY ADVICE, REPRESENTATIONS, WARRANTIES AND COVENANTS, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO ANY LEGAL, ECONOMIC, ACCOUNTING, TAX OR OTHER EFFECTS OF THE LEASE AND THE TRANSACTION(S) CONTEMPLATED THEREBY, AND LESSEE HEREBY DISCLAIMS ANY RELIANCE ON ANY SUCH WARRANTIES, STATEMENTS OR REPRESENTATIONS MADE BY LESSOR WITH RESPECT THERETO.

(b) Notwithstanding the express intent of Lessor and Lessee that the Property Schedules constitute a true lease and not a sale of Property, should a court of competent jurisdiction determine that a Property Schedule is not a true lease, but rather one intended as security, then solely in that event and for the expressly limited purposes thereof, Lessee shall be deemed to have hereby granted Lessor a security interest in the Property and all accessions, substitutions and replacements thereto and therefor, and proceeds (cash and non-cash), including, without limitation, insurance proceeds thereof (but without power of sale), to secure the prompt payment and performance as and when due of all obligations and indebtedness of Lessee, now existing or hereafter created, to Lessee pursuant to this Lease or otherwise. In furtherance of the foregoing, Lessee shall execute and deliver to Lessor, to be filed at Lessee's expense, Uniform Commercial Code financing statements, statements of amendment and statements of continuation as reasonably may be required by Lessor to perfect and maintain perfected such security interest.

(c) Personal Property Tax. Unless otherwise directed in writing by Lessor or required by applicable law, Lessee will not list itself as owner of any Property for property tax purposes. Upon receipt by Lessee of any property tax bill pertaining to such Property from the appropriate taxing authority, Lessee will promptly forward such property tax bill to Lessor.

11.03 Return of Property. Upon the expiration (subject to Section 11.01 hereof and except as otherwise provided in a Property Schedule) or earlier termination of this Lease due to an Event of Non-Appropriation, Lessee, at its sole expense, shall deinstall, package, and make available the Property to Lessor's carrier. Lessee agrees that the Property, when picked up by Lessor, shall be in the condition required by Section 8.01 hereof. All components of the Property shall contain no damage, excluding normal wear and tear, and must be in working order. In the event title to the Equipment reverts back to Lessor, Lessee, at its own expense will remove all alterations, additions and attachments and repair the Equipment as necessary so as to return the Equipment to the condition in which it was furnished, reasonable wear and tear expected. If Lessee fails to return any Property as required hereunder, then, all of Lessee's obligations under this Master Agreement and the applicable Property Schedule (including, without limitation, Lessee's obligation to pay Rental Payments for such Property at the rental then applicable under the Property Schedule) shall continue in full force and effect until such Property shall have been returned in the condition required hereunder.

ARTICLE XII

12.01 Assignment by Lessor. Lessor's right, title and interest in, to and under each Property Schedule and the Property under such Property Schedule may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Lessor and, to the extent of their interest, by any Registered Owner, without the necessity of obtaining the consent of Lessee; provided that (i) any assignment, other than an assignment to or by a Registered Owner, shall not be effective until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee, and (ii) any assignment to or by a Registered Owner shall not be effective until it is registered on the registration books kept by the Agent. Lessee shall retain all such notices as a register of all assignees (other than Registered Owners) and shall make all payments to the assignee or assignees designated in such register or, in the case of Registered Owners, to the Agent. In the event that Lessor's interest in a Property Schedule and the Property thereunder is assigned to the Agent, Lease Participation Certificates in that Property Schedule may be executed and delivered by the Agent to Registered Owners. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in this Agreement and the Property Schedules.

12.02 Property Schedules Separate Financings. Assignees of the Lessor's rights in one Property Schedule shall have no rights in any other Property Schedule unless such rights have been separately assigned.

12.03 Assignment and Subleasing by Lessee. NONE OF LESSEE'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THIS AGREEMENT AND IN THE PROPERTY MAY BE ASSIGNED, SUBLEASED OR ENCUMBERED BY LESSEE FOR ANY REASON, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR WHICH SHALL NOT BE UNREASONABLY WITHHELD, WHICH SHALL BE DEPENDANT UPON THE CREDIT RATING OF SUCH THIRD PARTY. THE CREDIT RATING MUST BE DEEMED THE SAME OR BETTER THAN THE LESSEE'S CREDIT RATING AT THE INCEPTION OF THE LEASE..

ARTICLE XIII

13.01 Events of Default Defined. Any of the following shall constitute an "Event of Default" under a Property Schedule:

- (a) Failure by Lessee to pay any Rental Payment under the Property Schedule or other payment required to be paid with respect thereto at the time specified therein;
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Property Schedule, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- (c) Any statement, representation made by the Parties in or pursuant to the Property Schedule or its execution, delivery or performance proven to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (d) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
- (e) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days.

The foregoing provisions of Section 13.01 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to perform its agreements under this Agreement and the Property Schedule (other than the obligations on the part of Lessee contained in Article VI hereof) Lessee shall not be in default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which in the Purchasing Agent's opinion are beyond the control of the contractor.

13.02 Remedies on Default. Whenever any Event of Default exists with respect to a Property Schedule, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) Declare the entire amount of unpaid Rental Payments under the appropriate Property Schedule for the current fiscal year and for any delinquent payments from a prior year to be immediately due and payable, without further notice.
- (b) (i) Sell any Property at public or private sale; (ii) hold, keep idle or lease to others any Property under the Property Schedule; (iii) by notice in writing to Lessee, cancel or terminate the Property Schedule, without prejudice to any other remedies hereunder; (iv) demand that Lessee, and Lessee shall, upon written demand of Lessor and at Lessee's expense forthwith deinstall, package, and make all Property available to Lessor in the manner and condition required by Section 11.03 hereof, provided, however, that Lessee shall remain and be liable to Lessor for any amounts provided for herein or other damages resulting from the Property not being in the condition required by Section 11.03, and otherwise in accordance with all of the provisions of this Agreement, except those provisions relating to periods of notice; (v) enter upon the premises of Lessee or other premises where any Property may be located and, with five (5) days notice to Lessee and with or without legal process, take possession of and remove all or any such Property without liability to Lessor by reason of such entry or taking possession, and without such action constituting a cancellation or termination of this Agreement unless Lessor notifies Lessee in writing to such effect;
- (c) Lessor may take any action, at law or in equity, that is permitted by applicable law and that may appear necessary or desirable to enforce or to protect any of its rights under the Property Schedule and this Agreement.

13.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

ARTICLE XIV

14.01 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee (other than a Registered Owner) at its address as it appears on the registration books maintained by Lessee and to any Registered Owner at its address as it appears on the registration books maintained by the Agent.

14.02 Further Assurances. Lessee agrees to execute such other and further documents, including, without limitation, confirmatory financing statements, continuation statements, certificates of title and the like, and to take all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of Lessor, to perfect, confirm, establish, reestablish, continue, or complete the interests of Lessor in this Agreement and the Property Schedules, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement and the Property Schedules.

14.03 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

14.04 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

14.05 Waiver of Jury Trials. Lessee and Lessor hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the actions of Lessor or Lessee in the negotiation, administration, performance or enforcement hereof. Lessor and Lessee agree that any trial shall be in the form of a bench trial.

14.06 Amendments, Changes and Modifications. This Agreement may be amended in writing by Lessor and Lessee to the extent the amendment or modification does not apply to outstanding Property Schedules at the time of such amendment or modification. The consent of the applicable assignee or Agent, if any, shall be required to any amendment or modification before such amendment or modification shall be applicable to any outstanding Property Schedule.

14.07 Execution in Counterparts. This Agreement and the Property Schedules hereunder may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

14.08 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, unless otherwise agreed to in an individual Property Schedule.

14.09 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

| | |
|--|--|
| Lessor: UNICOM Government, Inc. | |
| By: | |
| Name: | |
| Title: | |

| | |
|-----------------------------------|--|
| Lessee: Fairfax County, VA | |
| By: | |
| Name: | |
| Title: | |

| | |
|----------------|--|
| Attest: | |
| By: | |
| Name: | |
| Title: | |

Property Schedule No. 1

Master Equipment Lease Agreement

This **Property Schedule No. 1** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Equipment Lease Agreement (the "Master Agreement"), dated as of _____, between UNICOM GOVERNMENT, INC. and

1. **Interpretation.** The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
2. **Commencement Date.** The Commencement Date for this Property Schedule is 30 days after Equipment is Accepted by Lessee.
3. **Property Description and Payment Schedule.** The Property subject to this Property Schedule is described in Exhibit 1 hereto. The Rental Payment Schedule for this Property Schedule is set forth in Exhibit 1. If the Rental Payment Dates are not defined in the Rental Payment Schedule, they shall be defined as the First day of each Month of the Rental Payment Schedule commencing with the first full month following the Acceptance Date.
4. **Lessee's Certificate.** The Lessee's Certificate is attached as Exhibit 2.
5. **Proceeds.** Lessor shall disburse the proceeds of this Property Schedule in accordance with the instructions attached hereto as Exhibit 3.
6. **Acceptance Certificate.** The form of Acceptance Certificate is attached as Exhibit 4.
7. **Essential Use.** The Essential Use is attached as Exhibit 5.
8. **Expiration.** Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Agreement (including this Property Schedule all ancillary documents) are not received by Lessor at its place of business by _____.
9. **Notice.** Lessee is entitled under Article 2A of the Universal Commercial Code to the promises and warranties, including those of any third party, provided to Lessor by the Supplier in connection with or as part of the Purchase Agreement, and that Lessee may communicate with the Supplier and receive an accurate and complete statement of those promises and warranties, including any disclaimers and limitations of them or of remedies. The filing of UCC financing statements pursuant to Section 7.05 of the Master Agreement is precautionary and shall not be deemed to have any effect on the characterization of this Property Schedule. NOTWITHSTANDING THE FOREGOING, LESSOR HAS NOT MADE, AND HEREBY DISCLAIMS ANY ADVICE, REPRESENTATIONS, WARRANTIES AND COVENANTS, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO ANY LEGAL, ECONOMIC, ACCOUNTING, TAX OR OTHER EFFECTS OF THE LEASE AND THE TRANSACTION(S) CONTEMPLATED THEREBY, AND LESSEE HEREBY DISCLAIMS ANY RELIANCE ON ANY SUCH WARRANTIES, STATEMENTS OR REPRESENTATIONS MADE BY LESSOR WITH RESPECT THERETO. SUPPLIER WARRANTIES CAN BE FOUND IN THE APPLICABLE PURCHASE AGREEMENT.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

| | |
|--|--|
| Lessor: UNICOM GOVERNMENT, INC. | |
| By: | |
| Name: | |
| Title: | |

| | |
|----------------|--|
| Lessee: | |
| By: | |
| Name: | |
| Title: | |

| | |
|----------------|--|
| Attest: | |
| By | |
| Name: | |
| Title: | |

EXHIBIT 1

Property Description and Payment Schedule

Re: **Property Schedule No. 1** to Master Equipment Lease Agreement dated _____ between UNICOM GOVERNMENT, INC. ("Lessor") and ("Lessee").

The PROPERTY:

The Property as more fully described in **Exhibit A** incorporated herein by reference and attached hereto. The Property is detailed in UNICOM Quote QUT. The Property costs.

PROPERTY LOCATION:

USE: This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

INITIAL COMMENCEMENT
DATE:

LEASE TERM:

PAYMENT TYPE:

END OF TERM OPTION:

RENTAL PAYMENT:

RENTAL PAYMENT
SCHEDULE:

Lessee:

By:

Name:

Title:

EXHIBIT 2

Lessee's Certificate

Re: **Property Schedule No. 1** to Master Equipment Lease Agreement between UNICOM GOVERNMENT, INC. and.

The undersigned, being the duly elected, qualified and acting keeper of records for the _____ ("Lessee") do hereby certify, as of _____, _____, as follows:

1. Lessee did by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Equipment Lease Agreement (the "Master Agreement") by the following named representative or representatives of Lessee, to wit:

| NAME OF EXECUTING OFFICIAL | TITLE OF EXECUTING OFFICIAL | SIGNATURE OF EXECUTING OFFICIAL |
|-------------------------------|--------------------------------|------------------------------------|
| | | |
| And / Or | | |

2. The above-named representative(s) of the Lessee held at the time of such authorization and holds at the present time the office set forth above.

3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or an Event of Non-appropriation (as such terms is defined in the Master Equipment Lease Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Equipment Lease Agreement.

4. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

5. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Equipment Lease Agreement or the Property Schedule or of other agreements similar to the Master Equipment Lease Agreement; (b) questioning the authority of Lessee to execute the Master Equipment Lease Agreement or the Property Schedule, or the validity of the Master Equipment Lease Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Equipment Lease Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of the Master Equipment Lease Agreement and the Property Schedule.

| |
|--|
| |
| By: _____ |
| Title: _____ |
| SIGNER MUST NOT BE THE SAME AS THE EXECUTING OFFICIAL(S) SHOWN ABOVE. |

EXHIBIT 3

Payment of Proceeds Instructions

UNICOM GOVERNMENT, INC.
2553 Dulles View Drive, Suite 100
Herndon, VA 20171

Re: Property Schedule No. 1 (the "Property Schedule") to Master Equipment Lease Agreement between UNICOM GOVERNMENT, INC. ("Lessor") and _____ ("Lessee").

Ladies and Gentlemen:

The undersigned, an Authorized Representative of the Lessee, hereby requests and authorizes Lessor to disburse the net proceeds of the Property Schedule as follows:

Name of Payee: _____

By check _____

By wire transfer _____

If by check, Payee's address: _____

If by wire transfer, instructions as follows:

Pay to Bank Name: _____

Bank Address: _____

Bank Phone #: _____

For Account of: _____

Account No.: _____

ABA No.: _____

By: _____
Name: _____
Title: _____

EXHIBIT 4

Acceptance Certificate

UNICOM GOVERNMENT, INC.
2553 Dulles View Drive, Suite 100
Herndon, VA 20171

Re: **Property Schedule No. 1** to Master Equipment Lease Agreement between UNICOM GOVERNMENT, INC. and

Ladies and Gentlemen:

In accordance with the above-referenced Master Equipment Lease Agreement, the undersigned ("Lessee") hereby certifies and represents to, and agrees with, UNICOM GOVERNMENT, INC. ("Lessor"), as follows:

- (1) The Property, as such terms are defined in the above-referenced Property Schedule, has been made, delivered, installed and accepted on the date indicated below.
- (2) Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or an Event of Non-appropriation (as such terms are defined in the Master Agreement) exists at the date hereof.

| |
|-------------------------|
| Acceptance Date: |
| Lessee |
| By: |
| Name: |
| Title: |

EXHIBIT 6

Essential Use

Lessee
(Full Legal Name)
Federal Tax ID #
Street Address
City, State, and Zip
Dept. Using the Equipment

| |
|--|
| |
| |
| |
| |
| |

Customer Contact
Title
Phone and Fax No.
e-mail address

| |
|--|
| |
| |
| |
| |

Invoices to be sent to:

Contact
Department
Street Address
City, State, and Zip
Phone and Fax No.
e-mail address
Special Instructions

| |
|--|
| |
| |
| |
| |
| |
| |
| |

Contract Signer
Title
Phone and Fax No.
e-mail address

| |
|--|
| |
| |
| |
| |

1. Equipment Description:

2. What is the purpose of the proposed equipment acquisition?

3. Why is the equipment essential?

4. What department is using the equipment?

5. Is the new equipment replacement, an upgrade or additional to the department?

6. If replacement or upgrade, what is the age of the existing equipment?

7. If you're upgrading existing equipment, is the existing equipment paid off?

Source of funds for
proposed payments:

General Fund _____

Other (provide detail) _____

Fund Balance:

\$ _____

As of _____

Date of most recent Audited Financial Statement:

Fiscal Year End:

8. Have funds been appropriated for the payments due on the proposed financing during the current budgetary period?

9. Will any loan or grant monies be directly used to make the payments?

If so provide detail.

10. Have you ever defaulted or non-appropriated on a lease or bond obligation?

General Liability Insurance Coverage limits in the amount of \$1 Million is required. If applicable, automobile liability coverage of \$3 million required.

Self Insured?

General Liability Coverage Limits: \$ _____

Is the lessee a member of a managed risk pool? _____ If yes please provide the name and coverage amounts below.

If the lessee has additional commercial insurance coverage please provide coverage limits.

Submitted by
(Name):

Title:

Signature:

Date:

So that we may begin our credit review process, please fax this application, along with your equipment quote (bill of materials) and the signed financing proposal, to (703) 502-2991 or via email to andy.sabonis@gti.com

Please mail the 2 most recent copies of your Audited Annual Financial Statements, plus a copy of this year's budget, to:

Linda Terrizzi
GTSI Financial Services
2553 Dulles View Drive, Suite 100
Herndon, VA 20171-5219

Please note that we do require the copies of your audited annual financial statements in order to process your request.

Request for Certificate of Insurance

TO:

Insurance Company:

Contact Name:

Telephone Number:

Fax Number:

FROM:

Customer/Lessee Name:

Contact Name:

Telephone Number:

«WorkPhone»

Fax Number:

_____ is in the process of financing certain Property from UNICOM GOVERNMENT, INC. In order to facilitate this transaction, **please provide a Certificate of Insurance to:**

UNICOM GOVERNMENT, INC.

2553 Dulles View Drive, Suite 100

Herndon, VA 20171

_____ requests that UNICOM GOVERNMENT, INC. be listed as: UNICOM CORPORATION and named **ADDITIONAL INSURED** as to **public liability** coverage and **SOLE LOSS PAYEE** as to **property coverage**. A copy of said certificate should be forwarded to UNICOM GOVERNMENT, INC. as described below.

NOTE: Coverage is to include (1) insurance against all risks of physical loss or damage to the Property (including theft and collision for Property consisting of motor vehicles) and (2) commercial general liability insurance (including blanket contractual liability coverage and products liability coverage) for personal and bodily injury and property damage. In addition, UNICOM GOVERNMENT, INC. is to receive 30 days prior written notice of cancellation or material change in coverage.

Please fax this completed information to:

UNICOM GOVERNMENT, INC.

Attention:

Fax Number: 703-502-2991

Phone Number:

Please contact the person above if you have any questions. Thank you!

Schedule 1

SECURED PARTY: UNICOM GOVERNMENT, INC.

DEBTOR:

This financing statement covers all of Lessee's right, title and interest, now owned or hereafter acquired, in and to the following described Equipment, leased to Debtor under Property Schedule No. 1 dated _____, _____ to that certain Master Equipment Lease Agreement dated as of _____, in each case between Debtor, as lessee, and Secured Party, as lessor, together with any and all (1) substitutions, replacements or exchanges therefor, (2) replacement parts, additions, attachments and accessories incorporated

therein or affixed thereto, or used in connection therewith, and (3) proceeds thereof (both cash and non-cash), including insurance proceeds, (but without power of sale by Debtor), and also including, without limitation, claims of the Debtor against third parties for loss or damage to, or destruction of, such Equipment:

All equipment described on Exhibit A attached hereto and made a part hereof.

Debtor has no right to dispose of the equipment during the term of this lease.

THIS FINANCING STATEMENT IS FILED SOLELY FOR NOTICE AND PRECAUTIONARY PURPOSES AND THE FILING HEREOF SHALL NOT BE DEEMED EVIDENCE OF ANY INTENTION OF THE PARTIES TO CREATE A SECURITY INTEREST UNDER THE UNIFORM COMMERCIAL CODE OR TO ENTER INTO ANY TRANSACTION OTHER THAN A TRUE LEASE TRANSACTION.

Exhibit A



County of Fairfax, Virginia

AMENDMENT

Date: JUL 23 2018

AMENDMENT NO. 3

CONTRACT TITLE: Technology Products/Equipment and Technology Services/Solutions

CONTRACTOR

UNICOM Government, Inc.
15010 Conference Center Drive
Suite 110
Chantilly, VA 20151

SUPPLIER CODE

1000012010

CONTRACT NO.

4400006645

By mutual agreement, the above contract is amended as follows:

1. To change the contractor's address as summarized below:

| | Original Contractor Information | New Contractor Information |
|-----------------|---------------------------------|-------------------------------|
| Address: | 2553 Dulles View Drive | 15010 Conference Center Drive |
| | Suite 100 | Suite 110 |
| | Herndon, VA 20171-5219 | Chantilly, VA 20151 |

2. To renew for two (2) years, effective May 1, 2019 through April 30, 2021.

All other terms and conditions remain the same.

ACCEPTANCE:

BY: K. Edward Newkirk
(Signature)

cn=K. Edward Newkirk,
o=UNICOM Government, Inc.,
ou=Vice President and
Corporate Counsel, email=ed.
newkirk@unicomgov.com, c=US

Vice President and Corporate Counsel
(Title)

K. Edward Newkirk

(Printed)

7/6/2018

(Date)

Cathy A. Muse
Cathy A. Muse, CPPO
Director/County Purchasing Agent

DISTRIBUTION:

Finance – Accounts Payable/e

DIT – Melanie Quinn/e

Tyler McCall – tmccall@uscommunities.org

U. S. Communities – Scott Wilson swilson@uscommunities.org

Contractor

Contract Specialist – L. Robinson

ACS, Team 1 – J. Waysome-Tomlin

Department of Procurement & Material Management

12000 Government Center Parkway, Suite 427

Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/procurement

Phone (703) 324-3201, **TTY:** 711, **Fax:** (703) 324-3228



County of Fairfax, Virginia

AMENDMENT

Date: **SEP 22 2016**

AMENDMENT NO. 2

CONTRACT TITLE: Technology Products/Equipment and Technology Services/Solutions

CONTRACTOR

SUPPLIER CODE

CONTRACT NO.

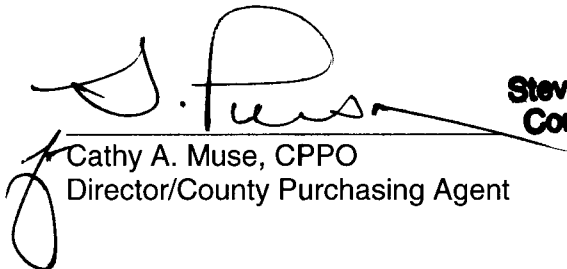
Unicom Government, Inc.
2553 Dulles View Drive
Suite 100
Herndon, VA 20171-5219

1000012010

4400006645

Contract 4400006645 is amended to add not-to-exceed labor rates for overtime/after hours for the labor categories as per the attached Pricing Schedule. Overtime/After Hours represent any hours outside normal business hours, Monday - Friday; 8:00a.m. - 5:00p.m.

All other prices, terms and conditions remain the same.



Cathy A. Muse, CPPO
Director/County Purchasing Agent

**Steve Pierson, CPPB
Contracts Manager**

DISTRIBUTION:

Finance – Accounts Payable/e

DIT – Ron Shoram/e

DIT – Tonya Mills/e

Tyler McCall – tmccall@uscommunities.org

Contractor

Contract Specialist – L. Robinson

ACS, Team 1 – J. Waysome-Tomlin

Department of Procurement & Material Management

12000 Government Center Parkway, Suite 427

Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpmm

Phone (703) 324-3201, TTY: 711, Fax: (703) 324-3228

Pricing Schedule

| Labor Category | Functional Responsibility | Education and Minimum Years of Work Experience | Hourly Rate | Proposed Overtime/After hours Rate |
|--|--|--|-------------|------------------------------------|
| Audio Visual / Communications Member of Technical Staff | Responsible for completing assigned tasks involving projects or proposals, including the development of engineered solutions from specifications, a scope of work, illustration or other communications. Mentors work of all members of the technical staff who may be assigned to a project. The mentoring function includes training, assisting with project tasks, giving direction and guidance, and shall be limited to areas of engineering and tasking. | Engineering or Related Degree with Engineering Experience: <ul style="list-style-type: none">• MA/MS - <1 year• BA/BS - 2 years | \$88.14 | \$132.21 |
| Audio Visual / Communications Principal Member of Technical Staff | Responsible for completing assigned tasks involving projects or proposals. Mentors the work of all members of the technical staff, including training, assisting with project tasks, giving direction and guidance, and facilitating assignments. Mentoring shall be limited to areas of engineering and tasking. | Engineering or Related Degree, with Engineering Experience and experience mentoring technical personnel: <ul style="list-style-type: none">• MA/MS - 3 years with 1 mentoring• BA/BS - 5 years with 1 mentoring• HS/GED - 10 years with 2 mentoring | \$97.24 | \$145.86 |
| Audio Visual / Communications Project Manager Level 1 | Provides technical and administrative assistance to senior leader of AV / Communications department and project management staff. Assists project management staff by developing and maintaining budget and forecast information, developing and maintaining a system for workload tracking/forecasting, assisting with the development and submission of proposals, performing special studies and assignments as directed, working with experienced PMs to learn project management processes and tools. | Project Management or related discipline: <ul style="list-style-type: none">• BS - <1 year• HS/GED - 5 years | \$56.48 | \$84.72 |

Pricing Schedule

| Labor Category | Functional Responsibility | Education and Minimum Years of Work Experience | Hourly Rate | Proposed Overtime/After hours Rate |
|--|---|--|-------------|------------------------------------|
| Audio Visual / Communications Project Manager Level 2 | Responsible for cradle-to-grave management of assigned projects. Serves as customer point of contact, performs site surveys and develops installation and manpower schedules, oversees operation of video teleconferencing, unified communications and audiovisual projects, prepares and submits purchase requisitions, material inspection and receiving reports/DD250s. Supervises technical installation kickoff meetings with engineering and technician teams, purchasing and quality assurance manager. Negotiates scope and contract value with subcontractors. Prepares and submits proposals for requirement and installation projects. | Project Management: <ul style="list-style-type: none"> • MA/MS - <1 year • BA/BS - 2 years • HS/GED - 7 years | \$75.75 | \$113.63 |
| Audio Visual / Communications Project Manager Level 3 | Responsible for cradle-to-grave management of assigned projects. Serves as customer point of contact, performs site surveys and develops installation and manpower schedules, oversees operation of video teleconferencing unified communications and audiovisual projects, prepares and submits purchase requisitions, material inspection and receiving reports/DD250s. Supervises technical and operating teams, purchasing and quality assurance manager. Negotiates scope and contract value with subcontractors. Prepares and submits proposals for equipment and installation projects. | Project Management, with at least 1 year mentoring project management personnel: <ul style="list-style-type: none"> • BA/BS - 5 years • MA/MS - 3 years | \$84.93 | \$127.40 |
| Audio Visual / Communications Senior Project Manager | Responsible for cradle-to-grave management of assigned projects. Serves as customer point of contact, performs site surveys and develops installation and manpower schedules, oversees operation of video teleconferencing unified communications and audiovisual projects, prepares and submits purchase requisitions, material inspection and receiving reports/DD250s. Supervises technical and operating teams, prepares and chairs installation kickoff meeting with technical and operation teams, purchasing and quality assurance manager. Negotiates scope and contract value with subcontractors, and prepares and submits proposals for equipment and installation projects. | Project Management, with supervisory experience: <ul style="list-style-type: none"> • MA/MS - 7 years, 3 supervisory • BA/BS - 9 years, 3 supervisory • HS/GED - 14 years, 4 supervisory | \$114.45 | \$171.68 |

Pricing Schedule

| Labor Category | Functional Responsibility | Education and Minimum Years of Work Experience | Hourly Rate | Proposed Overtime/After hours Rate |
|--|--|---|-------------|------------------------------------|
| Audio Visual / Communications Technician 1 | Responsible for installing, maintaining and repairing high-end video teleconferencing, audio, and other telecommunications equipment | AV//Communications or related discipline: <ul style="list-style-type: none"> • HS/Vocational - <1 year | \$42.28 | \$63.42 |
| Audio Visual / Communications Technician 2 | Responsible for installing, maintaining, and repairing high-end video teleconferencing, audio, and other telecommunications equipment. Possesses the capacity to oversee the work of other technicians. | AV//Communications or related discipline: <ul style="list-style-type: none"> • Technical School (Electronics or Computers) - 1 year • HS/Vocational - 3 years | \$65.57 | \$98.36 |
| Audio Visual / Communications Technician 3 | Responsible for installing, maintaining, and repairing high-end video teleconferencing, audio, and other telecommunications equipment. Possesses the capacity to oversee the work of other technicians and serve as lead site installation technician. | AV//Communications or related discipline: <ul style="list-style-type: none"> • Technical School (Electronics or Computers) - 3 years • HS/Vocational - 9 years | \$74.64 | \$111.96 |
| CAD Operator | Performs administrative and drafting duties including creation, modification and maintenance/storage of CAD files for all jobs, and development and maintenance of CAD standards. | CAD Operation: <ul style="list-style-type: none"> • AA/Technical School - 1 year • HS/GED - 3 years | \$53.86 | \$80.79 |

Pricing Schedule

| Labor Category | Functional Responsibility | Education and Minimum Years of Work Experience | Hourly Rate | Proposed Overtime/After hours Rate |
|---------------------|---|--|-------------|------------------------------------|
| Network Engineer I | Provides design, analysis, and troubleshooting of IP-driven networks, systems and applications. Performs network assessments and QoS studies. Reviews and recommends improvements. | Design, development, and implementation of communication networks and network solutions integration: <ul style="list-style-type: none"> • MA/MS - 1 year • BA/BS - 3 years • AS - 5 years • HS/GED - 7 years | \$115.93 | \$173.90 |
| Network Engineer II | Provides research, development and proof of concept for customer solutions. Participates in the design, assessment, analysis, and troubleshooting of IP-driven networks, systems and applications. Performs network assessments and QoS studies. Reviews and recommends improvements. | Design, development, and implementation of communication networks and network solutions integration, with demonstrated proficiency with administrative tools and applications: <ul style="list-style-type: none"> • PhD - 1 year • MA/MS - 3 years • BA/BS - 5 years • AS - 7 years • HS/GED - 9 years | \$145.19 | \$217.79 |

Pricing Schedule

| Labor Category | Functional Responsibility | Education and Minimum Years of Work Experience | Hourly Rate | Proposed Overtime/After hours Rate |
|------------------------------|---|--|-------------|------------------------------------|
| Network Engineer III | Leads moderately complex research, development and proof of concept for customer solutions. Develops innovative and advanced IT solutions. Participates when required in the design, assessment, analysis, and troubleshooting of IP-driven networks, systems and applications for customers. Performs network assessment work and QoS studies. Reviews and recommends improvements. | Experience designing, developing, and implementing communication networks and integrating network solutions, with demonstrated proficiency with administrative tools and applications: <ul style="list-style-type: none"> • PhD - 3 years • MA/MS - 5 years • BA/BS - 7 years • AS - 9 years • HS/GED - 11 years | \$202.59 | \$303.89 |
| Physical Security Engineer I | Performs security services in one or more specialized security areas while applying incident management, problem solving, and task management. Develops cross-functional system designs and performance requirements. Prepares technical specifications and actively participates in system design. Provides installation, maintenance, and testing of electronic systems and/or equipment. Develops and maintains blueprints and drawings for system designs. Provides analytical research and technical support to projects. Produces finished documentation such as reports, special studies, policy and procedures, security designs, training programs, and vulnerability and needs assessments. | Networks and security related disciplines in multiple cross-functional system designs: <ul style="list-style-type: none"> • PhD - 2 years • MA/MS - 4 years • BA/BS - 6 years • AS - 8 years • HS/GED - 10 years | \$191.34 | \$287.01 |

Pricing Schedule

| Labor Category | Functional Responsibility | Education and Minimum Years of Work Experience | Hourly Rate | Proposed Overtime/After hours Rate |
|--------------------------------|---|--|-------------|------------------------------------|
| Physical Security Engineer II | Performs and/or manages security services in one or more specialized security areas while applying incident management, problem solving, and task management. Develops cross-functional system designs and performance requirements. Prepares technical specifications and actively participates in system design. Coordinates and supports the installation, maintenance, and testing of electronic systems and/or equipment. Leads design and project control meetings. Develops and maintains blueprints and drawings for system designs. Provides analytical research and technical support to projects. Produces finished documentation such as reports, special studies, policy and procedures, security designs, training programs, and vulnerability and needs assessments. | Experience with networks and security related disciplines in multiple cross-functional system design: <ul style="list-style-type: none">• PhD - 4 years• MA/MS - 6 years• BA/BS - 8 years• AS - 10 years• HS/GED - 12 years | \$258.87 | \$388.31 |
| Physical Security Specialist I | Performs general security services while applying incident management, problem solving, and task management. Applies basic research techniques in support of system design efforts. Understands system function and performance requirements, and technical specifications and dependencies within the system design. Performs and supports the installation, configuration, maintenance, and testing of electronic systems and/or equipment. Usually under the direct supervision of senior level staff. | Basic security related disciplines and ability to apply research techniques, performance requirements, and technical specifications: <ul style="list-style-type: none">• MA/MS - 1 Year• BA/BS - 3 Years• AS - 5 years• HS/GED - 7 years | \$137.31 | \$205.97 |

Pricing Schedule

| Labor Category | Functional Responsibility | Education and Minimum Years of Work Experience | Hourly Rate | Proposed Overtime/After hours Rate |
|--------------------------|--|---|-------------|------------------------------------|
| Program Manager Level I | Typically manages the performance of projects with minimal complexity that may be organized by technology, program, or client. Oversees the technology development and/or application, marketing, and resource allocation within program client base. Program areas typically represent more than three functional areas that may include engineering, systems analysis, acquisition management, quality control, administration, etc. Leads a technical team by instructing, directing, and checking the work of other team members. Responsible for the quality assurance review and evaluation of program deliverables. | Managing multiple, moderately complex projects, with demonstrated proficiency in managing development, marketing, communication, application, quality, and resource allocation within client requirements: <ul style="list-style-type: none"> • MA/MS - 3 years • BA/BS - 5 years • AS - 7 years • HS/GED - 9 years | \$236.36 | \$354.54 |
| Program Manager Level II | Typically manages the performance of multiple projects with moderate complexity that may be organized by technology, program, or client. Oversees the technology development and/or application, marketing, and resource allocation within program client base. Program areas typically represent more than three functional areas that may include engineering, systems analysis, acquisition management, quality control, administration, etc. Leads a technical team by instructing, directing, and checking the work of other team members. Responsible for the quality assurance review and evaluation of program deliverables. | Managing multiple, moderately complex projects, with demonstrated proficiency in managing development, marketing, communication, application, quality, and resource allocation within client requirements: <ul style="list-style-type: none"> • PhD - 4 years • MA/MS - 6 years • BA/BS - 8 years • AS - 8 years • HS/GED - 9 years | \$247.61 | \$371.42 |

Pricing Schedule

| Labor Category | Functional Responsibility | Education and Minimum Years of Work Experience | Hourly Rate | Proposed Overtime/After hours Rate |
|--------------------------|---|--|-------------|------------------------------------|
| Project Manager Level I | Responsible for successful project implementation, monitoring and completion. Assigns and directs project personnel; and serves as primary technical point of interface with Government and/or Client management/technical personnel. Performs formal and informal project status/quality reviews, and reports on the financial, management and technical requirements. Reviews and has final approval of project deliverables prior to client delivery. Typically under the general oversight of a higher level of management for mentorship and guidance. | Performing project oversight to include but not limited to status reviews, budgeting, personnel management, technical requirement management, and schedule management, with management oversight by higher management: <ul style="list-style-type: none"> • MA/MS - 1 year • BA/BS - 3 years • AS - 5 years • HS/GED - 7 years | \$191.34 | \$287.01 |
| Project Manager Level II | Responsible for successful project implementation, monitoring and completion. Assigns and directs project personnel; and serves as primary technical point of interface with Government and/or Client management/technical personnel. Provides a significant level of competence to any technology project they support. Performs formal and informal project status/quality reviews, and reports on the financial, management and technical requirements. Reviews and has final approval of project deliverables prior to client delivery. | Project Management Professional (PMP) certification required. Performing project oversight to include but not limited to status reviews, budgeting, personnel management, technical requirement management, and schedule management: <ul style="list-style-type: none"> • PhD - 1 Year • MA/MS - 3 years • BA/BS - 5 years • AS - 7 years • HS/GED - 9 years | \$213.85 | \$320.78 |

Pricing Schedule

| Labor Category | Functional Responsibility | Education and Minimum Years of Work Experience | Hourly Rate | Proposed Overtime/After hours Rate |
|---------------------|---|--|-------------|------------------------------------|
| Systems Engineer I | Performs general systems engineering activities such as design, modification, maintenance, and enhancement of information systems. Develops and applies standard methods, theories and research techniques in the investigation and solution of COTS software applications. Specialized experience includes analysis, design or maintenance of software systems, including simulations and modeling, client/server architectures, networking techniques and protocols, databases, programming languages, and/or operating systems. | Networking techniques, COTS software systems, operating systems, and server architectures: <ul style="list-style-type: none"> • AS - 2 years • HS/GED - 4 years | \$121.55 | \$182.33 |
| Systems Engineer II | Performs general systems engineering activities such as design, modification, maintenance, and enhancement of information systems. Assists with the implementation and rollout of solutions. Develops and applies standard methods, theories and research techniques in the investigation and solution of COTS software applications. Specialized experience includes analysis, design or maintenance of software systems, including simulations and modeling, client/server architectures, networking techniques and protocols, databases, programming languages, and/or operating systems. May provide supervision to subordinate staff and project team. | Client/server architecture, networking techniques, protocols, and databases: <ul style="list-style-type: none"> • BA/BS- 2 years • AS - 4 years • HS/GED - 6 years | \$151.94 | \$227.91 |

Pricing Schedule

| Labor Category | Functional Responsibility | Education and Minimum Years of Work Experience | Hourly Rate | Proposed Overtime/After hours Rate |
|-----------------------------------|--|--|-------------|------------------------------------|
| Systems Engineer III | Performs moderately complex systems engineering activities such as design, modification, maintenance, and enhancement of information systems. Coordinates with the client to determine requirements to support specific business functions. Provides training on enhancements, maintenance and operation of systems. Manages or assists with the implementation and rollout of solutions. Develops and applies advanced methods, theories and research techniques in the investigation and solution of moderately complex software applications. Specialized experience includes analysis, design or maintenance of complex software systems, including simulations and modeling, client/server architectures, networking techniques and protocols, databases, programming languages, and/or operating systems. May provide supervision to subordinate staff and project team. | Advanced design and maintenance of complex software systems, client/server architecture, networking techniques, protocols, operating systems, and databases: <ul style="list-style-type: none"> • MA/MS - 3 years • BA/BS - 5 years • AS - 7 years • HS/GED - 9 years | \$208.22 | \$312.33 |
| Unified Communications Engineer I | Performs assessments of existing infrastructures and develops detailed network designs. Possesses an understanding of unified communications to include voice, data and video services, messaging services to include voice mail, unified messaging, Cisco Call Center, email and instant messaging. Typically works as part of an engineering team tasked with providing unified communications solutions. | VoIP industry networking products and protocols, with demonstrated proficiency in troubleshooting and resolving problems of a moderate scope: <ul style="list-style-type: none"> • BA/BS - 2 years • AS - 4 years • HS/GED - 6 years | \$132.81 | \$199.22 |

Pricing Schedule

| Labor Category | Functional Responsibility | Education and Minimum Years of Work Experience | Hourly Rate | Proposed Overtime/After hours Rate |
|-------------------------------------|--|---|-------------|------------------------------------|
| Unified Communications Engineer II | Architects, designs and manages the implementation of the Unified Communications solution. Analyzes requirements, identifies gaps and executes the design phase of the project. Performs assessments of existing infrastructures and develops detailed network designs. Possesses a deep understanding of unified communications to include voice, data and video services, messaging services to include voice mail, unified messaging, Cisco Call Center, email and instant messaging. May provide management oversight for subordinates. | VoIP industry networking products and protocols, with demonstrated proficiency in troubleshooting and resolving problems of a moderate scope: <ul style="list-style-type: none"> • PhD - 2 Years • MA/MS - 4 Years • BA/BS- 6 Years • AS- 8 Years • HS/GED- 10 years | \$145.19 | \$217.79 |
| Unified Communications Engineer III | Architects, designs and manages the implementation of the Unified Communications solution. Analyzes requirements, identifies gaps and executes the design phase of the project. Performs assessments of existing infrastructures and develops detailed network designs. Possesses a deep understanding of unified communications to include voice, data and video services, messaging services to include voice mail, unified messaging, Cisco Call Center, email and instant messaging. Usually is the primary point of contact for the client technical team. Provide management oversight for subordinates. | VoIP industry networking products and protocols, with demonstrated proficiency in troubleshooting and resolving problems of a complex and broad scope, applying analytical skills and technical knowledge to design a unified communication solution: <ul style="list-style-type: none"> • PhD - 6 years • MA/MS - 8 years • BA/BS - 10 years • AS - 12 years • HS/GED - 14 years | \$208.22 | \$312.33 |

Pricing Schedule

| Labor Category | Functional Responsibility | Education and Minimum Years of Work Experience | Hourly Rate | Proposed Overtime/After hours Rate |
|----------------------------|---|---|-------------|------------------------------------|
| Virtualization Engineer I | Plans, develops and coordinates the operations and maintenance of current and future virtual frames. Troubleshoots applications, operating systems, server hardware, network communications and storage communication problems within the virtual frame. Provides operations and maintenance support to virtual frames across various network and systems within the enterprise. | Networking and enterprise storage technologies, with demonstrated proficiency in participating in testing and evaluation of new technologies to ensure compatibility and functionality of server and storage technologies: <ul style="list-style-type: none"> • PhD - 2 years • MA/MS - 4 years • BA/BS - 6 years • AS - 8 years • HS/GED - 10 years | \$142.94 | \$214.41 |
| Virtualization Engineer II | Designs detailed architecture of the virtualization solutions as well as overseeing and participating in the implementation of the configuration. May be responsible for supervision of virtualization teams and providing technical direction to support staff. Plans, develops and coordinates the operations and maintenance of current and future virtual frames. Troubleshoots applications, operating systems, server hardware, network communications and storage communication problems within the virtual frame. Provides operations and maintenance support to virtual frames across various network and systems within the enterprise. | Networking and enterprise storage technologies, with demonstrated proficiency in participating in testing and evaluation of new technologies to ensure compatibility and functionality of server and storage technologies: <ul style="list-style-type: none"> • PhD - 4 years • MA/MS - 6 years • BA/BS - 8 years • AS - 10 years • HS/GED - 12 years | \$180.08 | \$270.12 |

Pricing Schedule

| Labor Category | Functional Responsibility | Education and Minimum Years of Work Experience | Hourly Rate | Proposed Overtime/After hours Rate |
|-----------------------------|--|--|-------------|------------------------------------|
| Virtualization Engineer III | Responsible for virtualization services solutions development, planning and execution, including management of virtualization teams that plan, develop and coordinate the operations and maintenance of existing and future virtual frames. Considered a virtualization expert, manages the company's virtualization consulting resources. Provides daily supervision and direction to support staff, and is the primary interface with Government/Client technical representatives. | Networking and enterprise storage technologies, with demonstrated proficiency in participating in testing and evaluation of new technologies to ensure compatibility and functionality of server and storage technologies: <ul style="list-style-type: none"> • PhD - 6 years • MA/MS - 8 years • BA/BS - 10 years • AS - 12 years • HS/GED - 14 years | \$264.49 | \$396.74 |



County of Fairfax, Virginia

AMENDMENT

Date: **MAY 23 2016**

AMENDMENT NO. 1

CONTRACT TITLE: Technology Products/Equipment and Technology Services/Solutions

CONTRACTOR

Unicom Government, Inc.
2553 Dulles View Drive
Suite 100
Herndon, VA 20171-5219

SUPPLIER CODE

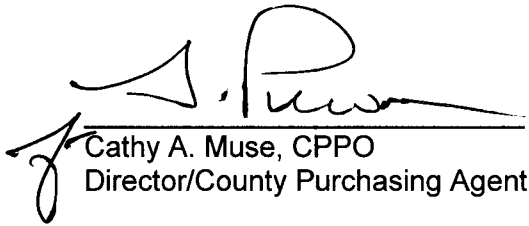
1000012010

CONTRACT NO.

4400006645

Contract 4400006645 is amended to incorporate the attached sample Master Equipment Lease Agreement (MELA).

All other terms, and conditions remain the same.


Cathy A. Muse, CPPO
Director/County Purchasing Agent

Steve Pierson, CPPB
Contracts Manager

DISTRIBUTION

Finance – Accounts Payable/e
DIT – Ron Shoram/e
DIT – Tonya Mills/e
Matt East - meast@uscommunities.org

Contractor
Contract Specialist – L. Robinson
ACS, Team 1 – J. Waysome-Tomlin

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm

Phone (703) 324-3201, TTY: 1-800- 828-1140, Fax: (703) 324-3228

Master Equipment Lease Agreement

| | |
|----------|--|
| BETWEEN: | UNICOM Government, Inc. (the "Lessor") 2553 Dulles View Drive, Suite 100 Herndon, VA 20171 |
| AND: | Fairfax County, VA (the "Lessee") 12000 Government Center Parkway Fairfax, VA 22030 |
| DATED: | May __, 2016 |

ARTICLE I

1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agent" means any agent for the Registered Owners, if any, to which all or a portion of Lessor's right, title and interest in, to and under a Property Schedule and the Property under such Property Schedule may be assigned for the benefit of the Registered Owners of Lease Participation Certificates in such Property Schedule.

"Agreement" means this Master Equipment Lease Agreement, including all exhibits and schedules attached hereto.

"Appraisal Procedure" shall mean the following procedure for obtaining an appraisal of the Fair Market Value. Lessor shall provide Lessee with an appraisal amount based upon the assumptions specified in the definition of Fair Market Value that will be determined by an appraiser of Lessor's choosing.

"Appraiser" shall mean a person engaged in the business of appraising property who has at least ten (10) years' experience in appraising property similar to the Property.

"Commencement Date" is the date when the term of a Property Schedule and Lessee's obligation to pay rent thereunder commences, which date shall be set forth in the Property Schedule.

"Event of Non-appropriation" is defined in Section 6.05.

"Event of Default" is defined in Section 13.01.

"Fair Market Value" or "FMV" shall mean the value of each Item of Property for use, unless otherwise specified herein as determined between Lessor and Lessee, or, if Lessor and Lessee are unable to agree, pursuant to the Appraisal Procedure, which would be obtained in an arms-length transaction between an informed and willing seller (under no compulsion to sell) and an informed and willing buyer (under no compulsion to purchase). In determining the Fair Market Value of the Property, such Fair Market Value shall be calculated on the assumption that the Property is in the condition and repair required by Section 11.03 hereof.

"Governmental Authority" shall mean any foreign, Federal, state, county, municipal or other governmental authority, agency, board or court.

"Lease Participation Certificates" means certificates evidencing a right to receive a share of Rental Payments payable under a Property Schedule and Purchase Price Payments payable under a Property Schedule and any other rights set forth herein with respect to the Property under said Property Schedule.

"Lease Term" means, with respect to a Property Schedule, the Original Term and all Renewal Terms. The Lease Term for each Property Schedule executed hereunder shall be set forth in such Property Schedule, as provided in Section 4.02.

"Lessee" means the entity identified as such in the first paragraph hereof, and its permitted successors and assigns.

"Lessor" means the entity identified as such in the first paragraph hereof, and its successors and assigns.

"Original Term" means, with respect to a Property Schedule, the period from the Commencement Date until the end of the budget year of Lessee in effect at the Commencement Date.

"Property" means, collectively, the property leased pursuant to this Agreement, and with respect to each Property Schedule, the property described in such Property Schedule, and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article IX.

"Property Schedule" means a Property Schedule in the form attached hereto for Property Schedule 1. Subsequent Property Schedules pursuant to this Agreement shall be numbered consecutively, beginning with Property Schedule 2.

"Purchase Agreement" shall mean any purchase agreement or other contract entered into between the Supplier and Lessee for the acquisition of the Property to be leased hereunder. For the purposes of this Master Lease Agreement, this contract shall be Fairfax County Contract # 4400006645, unless otherwise agreed to in an individual Property Schedule.

"Purchasing Agent" means the county representative employed by the Board of Supervisors of Fairfax County, Virginia. The Purchasing Agent has the sole responsibility and authority for negotiating, placing, and when necessary modifying every solicitation, contract, and purchase order issued by the County of Fairfax.

"Registered Owners" means the registered owners of Lease Participation Certificates in a Property Schedule as shown on the registration books maintained by the Agent.

"Renewal Terms" means the yearly appropriation of payments for a Property Schedule, each having a duration of one year and a term coextensive with Lessee's budget year and Purchase Agreement.

"Rental Payments" means the rental payments payable by Lessee under Article VI of this Agreement and each Property Schedule, as set forth in each Property Schedule.

"Rental Payment Dates" means the Rental Payment Dates for the Rental Payments as set forth in each Property Schedule.

"State" means the state in which Lessee is situated.

"Supplier" means the manufacturer or contractor of the Property as well as the agents or dealers of the manufacturer or contractor from whom all or any portion of the Property is being acquired for lease hereunder and may include the lessor

ARTICLE II

2.01 Property Schedules Separate Leases. Each Property Schedule executed and delivered under this Agreement shall be treated as a separate lease, distinct from other Property Schedules. Without limiting the foregoing, upon the occurrence of an Event of Default or an Event of Non-appropriation with respect to a Property Schedule, Lessor shall have the rights and remedies specified herein with respect to the Property leased and the Rental Payments payable under such Property Schedule, and except as expressly provided in Section 12.02 below, Lessor shall have no rights or remedies with respect to Property leased or Rental Payments payable under any other Property Schedules unless an Event of Default or Event of Non-appropriation has also occurred under such other Property Schedules, unless otherwise permitted by applicable law.

ARTICLE III

3.01 Covenants of Lessee. As of the Commencement Date for each Property Schedule executed and delivered hereunder, Lessee shall be deemed to represent, covenant and warrant for the benefit of Lessor, any Agent, and any Registered Owners, as follows:

- (a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the Property Schedule and the transactions contemplated thereby and to perform all of its obligations thereunder.
- (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. To the extent Lessee should merge with another entity under the laws of the State, Lessee agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Lessee's rights and shall assume Lessee's obligations hereunder.
- (c) Lessee has been duly authorized to execute and deliver this Agreement and the Property Schedule by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and the Property Schedule, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the Property Schedule and the leasing by Lessee of the Property thereunder. The Purchasing Agent, as defined in the Fairfax County Purchasing Resolution, shall have the authority to enter into such agreements, as outlined and detailed in the Fairfax County Purchasing Resolution.
- (d) During the Lease Term for the Property Schedule, the Property thereunder will perform and will be used by Lessee only for the purpose of performing essential governmental uses and public functions within the permissible scope of Lessee's authority.
- (e) Lessee will provide Lessor with current financial statements, budgets and proof of appropriation for the ensuing budget year and other financial information relating to the ability of Lessee to continue this Agreement and the Property Schedule in such form and containing such information as may be reasonably requested by Lessor. Proof of appropriation shall be based on the Fairfax County Purchasing Resolution, Article One, Section Two, Subsection C which states that the County Purchasing Agent may also act as purchasing agent for the Northern Virginia Workforce Investment Board (NVWIB). The County Purchasing Agent shall have the authority to approve all contract awards up to \$100,000 and the NVWIB shall have the authority to approve all contract awards that exceed \$100,000.
- (f) The execution, delivery and performance of this Agreement and the Property Schedule and compliance with the provisions hereof and thereof by Lessee does not conflict with or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease or other instrument to which Lessee is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Lessee or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Lessee or to which it is subject.

ARTICLE IV

4.01 Lease of Property. On the Commencement Date of each Property Schedule executed hereunder, Lessor will be deemed to demise, lease and let to Lessee, and Lessee will be deemed to rent, lease and hire from Lessor, the Property described in such Property Schedule, in accordance with this Agreement and such Property Schedule, for the Lease Term set forth in such Property Schedule.

4.02 Lease Term. The term of each Property Schedule shall commence on the Commencement Date set forth therein and shall terminate upon payment of the final Rental Payment and conclusion of the final Rental Payment period set forth in such Property Schedule, unless terminated sooner pursuant to this Agreement or the Property Schedule.

4.03 Delivery, Installation and Acceptance of Property. Lessee shall order the Property, shall cause the Property to be delivered and installed at the locations specified in the applicable Property Schedule and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. Any taxes, including but not limited to sales and property taxes, associated with the ownership of the Property, shall be included within the payment amounts of each Property Schedule. If the tax rates increase during the term of a given Property Schedule, Lessee will be notified of said increase and make the determination if funding has been appropriated. To the extent funds are deposited under an escrow agreement or trust agreement for the acquisition of the Property, such funds shall be disbursed as provided therein. When the Property described in such Property Schedule is delivered, installed and accepted as to Lessee's specifications, Lessee shall immediately accept the Property and evidence said acceptance by executing and delivering to Lessor the Acceptance Certificate substantially in the form attached to the Property Schedule. Lessee has selected and ordered the Property from the Supplier and, if appropriate, has entered into a Purchase Agreement with respect thereto. Lessor may accept an assignment from Lessee of Lessee's rights, but none of Lessee's obligations, under any such Purchase Agreement. The parties acknowledged that Fairfax County is a political subdivision of the Commonwealth of Virginia and is exempt from many tax obligations. In no event shall any Property Schedule reflect payments for taxes that are not properly owed by Fairfax County.

ARTICLE V

5.01 Enjoyment of Property. Lessee shall during the Lease Term peaceably and quietly have, hold and enjoy the Property, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement. No Registered Owner shall interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default under the subject Property Schedule.

5.02 Location; Inspection. The Property will be initially located or based at the location specified in the applicable Property Schedule. Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Property with ten (10) business days notice to Lessee.

ARTICLE VI

6.01 Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional, statutory or charter limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the faith and credit or taxing power of Lessee. Upon the appropriation of Rental Payments for a fiscal year, the Rental Payments for said fiscal year, and only the Rental Payments for said current fiscal year, shall be a binding obligation of Lessee; provided that such obligation shall not include a pledge of the taxing power of Lessee.

6.02 Payment of Rental Payments. Lessee shall promptly pay Rental Payments under each Property Schedule, exclusively from legally available funds, in lawful money of the United States of America, to Lessor in such amounts and on such dates as described in the applicable Property Schedule, at Lessor's address set forth on the first page of this Agreement, unless Lessor instructs Lessee otherwise. All invoices shall contain the contract number and the applicable payment amounts due. To the extent permitted by applicable law, Lessee shall pay Lessor a charge on any delinquent Rental Payments under a Property Schedule, in an amount sufficient to cover all additional costs and expenses incurred by Lessor and Agent from such delinquent Rental Payment. In addition, Lessee shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Rental Payments that are more than 10 days past due.

6.03 Rental Payments to be Unconditional. SUBJECT TO SECTION 6.05 AND PARAGRAPH 48 OF THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, THE OBLIGATIONS OF LESSEE TO PAY THE RENTAL PAYMENTS DUE UNDER THE PROPERTY SCHEDULES AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR AS PROVIDED IN SECTION 10.02.

6.04 Continuation of Lease by Lessee. Lessee intends to continue all Property Schedules entered into pursuant to this Agreement and to pay the Rental Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the term of all Property Schedules can be obtained. Lessee agrees that any Rental Payments due under the Property Schedules have been budgeted based on the Fairfax County Purchasing Resolution, Article One, Section Two, Subset C which states that the County Purchasing Agent may also act as purchasing agent for the Northern Virginia Workforce Investment Board (NVWIB). The County Purchasing Agent shall have the authority to approve all contract awards up to \$100,000 and the NVWIB shall have the authority to approve all contract awards that exceed \$100,000. Notwithstanding this covenant, if Lessee fails to appropriate the Rental Payments for a Property Schedule pursuant to Section 6.05, such Property Schedule shall terminate.

6.05 Non-Appropriation. If sufficient funds are not appropriated to make Rental Payments required under a Property Schedule, such Property Schedule shall terminate and Lessee shall not be obligated to make Rental Payments under said Property Schedule beyond the then current fiscal year for which funds have been appropriated. Upon the occurrence of such non-appropriation (an "Event of Non-appropriation") Lessee shall, no later than the end of the fiscal year for which Rental Payments have been appropriated, deinstall and package the Property under said Property Schedule and make available to Lessor so that they may pick up said Property. If Lessee fails to deinstall, package, and make the Property available to Lessor upon termination of said Property Schedule by reason of an Event of Non-appropriation, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Rental Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to make said Equipment available to Lessor and for any other loss suffered by Lessor as a result of Lessee's failure to make said Equipment available to Lessor as required. Lessee shall notify Lessor in writing within fifteen (15) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Rental Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee.

ARTICLE VII

7.01 Title to and Location of Property: Title to each item of Property leased hereunder shall remain with the Lessor at all times and Lessee shall have no right, title or interest therein except as expressly set forth in this Lease. Lessee, will take reasonable efforts to protect and defend Lessor's title to the Property and will keep the Property free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons. All items of Property shall at all times be and remain personal property notwithstanding that any such Property may now or hereafter be affixed to realty.

The Property shall be delivered to the location specified in the Schedule with respect thereto and shall not thereafter be moved from such location without the prior written consent of Lessor. Without limitation of the foregoing, Lessee shall not permit the Property or any part thereof to be removed outside the United States. Lessor agrees to affix to each item of Property, in a reasonably prominent place, such indicia of Lessor's ownership if requested and supplied by Lessor. Lessee will not alter, deface, cover or remove such ownership identification.

7.02. Tax Benefits: Lessee acknowledges that unless otherwise agreed by Lessor, Lessor intends to claim all available tax benefits of ownership with respect to the Property (the "Tax Benefits"). Notwithstanding anything herein to the contrary, if Lessor shall not be entitled to, or shall be subject to recapture of, the Tax Benefits, as a result of any act, omission or misrepresentation of Lessee, Lessee shall pay to Lessor upon demand an amount or amounts sufficient to reimburse Lessor for such loss, together with any related interest and penalties to the extent permitted by applicable law, based on the highest marginal corporate income tax rate prevailing during the Lease Term, regardless of whether Lessor or any member of a consolidated group of which Lessor is also a member is then subject to any increase in tax as a Lease Term, regardless

7.03 Personal Property. The Property is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Property or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Property from any party having an interest in any such real estate or building.

7.04 Financing, Security Interest:

- (a) In the event that this Lease is deemed to constitute a secured transaction disguised as a lease, Lessee grants to Lessor a first priority security interest in the Property and any additions (excluding any software, memory and any other such items purchased separately from the leased equipment), attachments, upgrades, accessions, repairs, modifications, replacements thereto and proceeds thereof, including insurance proceeds, to secure Lessee's payment of the Rental Payments and all other payment obligations when due, and Lessee's performance of all of the terms and conditions of this Lease.
- (b) If under applicable law any part of the Rental Payments are deemed or determined to be imputed interest, finance charges or time-price differential ("Interest"), the parties agree that the Rental Payments shall be deemed to be level payments of principal and Interest, with such Interest accruing on principal amounts outstanding from time to time. The rate of such Interest is not intended to exceed the maximum amount of interest permitted by applicable law. If the Interest exceeds such maximum, then at Lessor's option, if permitted by law, the Interest payable will be reduced to the legally permitted maximum amount of interest, and any excessive Interest will be used to reduce the principal amount of Lessee's obligation or refunded.

7.05 Lessee's Waivers. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE TO RECOVER INCIDENTAL OR CONSEQUENTIAL DAMAGES FROM LESSOR FOR ANY BREACH OF WARRANTY OR FOR ANY OTHER REASON OR TO SETOFF OR DEDUCT ALL OR ANY PART OF ANY CLAIMED DAMAGES RESULTING FROM LESSOR'S DEFAULT, IF ANY, UNDER THIS LEASE PROVIDED, HOWEVER, THAT NO SUCH WAIVER SHALL PRECLUDE LESSEE FROM ASSERTING ANY SUCH CLAIM AGAINST LESSOR IN A SEPARATE CAUSE OF ACTION INCLUDING, WITHOUT LIMITATION, ANY CLAIM ARISING AS A RESULT OF LESSOR'S BREACH OF SECTION 5.01 HEREOF.

ARTICLE VIII

8.01 Maintenance of Property by Lessee. Lessee shall keep and maintain the Property in good condition and working order and in compliance with the manufacturer's specifications, shall use, operate and maintain the Property in conformity with all laws and regulations concerning the Property's ownership, possession, use and maintenance, and shall keep the Property free and clear of all liens and claims, other than those created by this Agreement. Lessee shall have sole responsibility to maintain and repair the Property. Should Lessee fail to maintain, preserve and keep the Property in good repair and working order and in accordance with manufacturer's specifications, and if requested by Lessor, Lessee will enter into maintenance contracts for the Property in form approved by Lessor and with approved providers.

8.02 Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Property free of all levies, liens and encumbrances, except for the interest of Lessor under this Agreement. The Lessee's Rental Payments shall include all applicable taxes. To the extent permitted by applicable law, Lessee shall indemnify and hold Lessor harmless from and against (on an after-tax basis) any and all taxes, fees, withholdings, levies, imposts, duties, assessments and charges of any kind and nature arising out of or related to this Agreement imposed upon or against Lessor, any assignee of Lessor, Lessee or any Property by any Governmental Authority with respect to any Property or the manufacturing, ordering, sale, purchase, shipment, delivery, acceptance or rejection, ownership, titling, registration, leasing, subleasing, possession, use, operation, removal, return or other dispossession thereof or upon the rents, receipts or earnings arising therefrom or upon or with respect to this Agreement, excepting only all Federal, state and local taxes on or measured by Lessor's net income (other than income tax resulting from making any alterations, improvements, modifications, additions, upgrades, attachments, replacements or substitutions by Lessee).

8.03 Insurance. At its own expense, Lessee shall maintain (a) casualty insurance insuring the Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount equal to at least the replacement value of the Property, and (b) liability insurance that protects Lessor from liability in all events in an amount reasonably acceptable to Lessor, and (c) worker's compensation insurance covering all employees working on, in, near or about the Property; provided that Lessee may self-insure against all such risks. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor, on or before the Commencement Date for each Property Schedule, and thereafter at Lessor's request, certificates evidencing such coverage, or, if Lessee self-insures, a written description of its self-insurance program together with a certification from Lessee's risk manager or insurance agent or consultant to the effect that Lessee's self-insurance program provides adequate coverage against the risks listed above, subject to the approval of Lessor.

8.04 Advances. Lessee agrees to keep all Equipment covered by insurance during the lease term. In the event Lessee shall fail to either maintain the insurance required by this Agreement or keep the Property in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof or maintain and repair the Property and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the Lease Term for the Property Schedule for which the Property is under and shall be due and payable on the next Rental Payment Date and Lessee covenants and agrees to pay such amounts so advanced by Lessor.

ARTICLE IX

9.01 Damage or Destruction. Lessee shall bear the entire risk of loss (including without limitation, theft, destruction, disappearance of or damage to any and all Property ("Loss") from any cause whatsoever), whether or not insured against, during the Lease Term and any extensions thereof until the Property is returned to Lessor in accordance with Section 11.03 hereof. No Loss shall relieve Lessee of the obligation to pay Rental Payments or of any other obligation under this Master Agreement and the applicable Property Schedule. If (a) the Property under a Property Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Property under a Property Schedule or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessor and Lessee will cause the Net Proceeds (as hereinafter defined) of any claim satisfied through self-insurance, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Property. In lieu of replacement, repair, restoration, modification or improvement of the Property, Lessee may elect to pay to Lessor, or its assign, an amount equal to the remaining balance of payments under the lease plus the Fair Market Value of the Property. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee. For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any claim satisfied through self-insurance, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

ARTICLE X

10.01 Disclaimer of Warranties. LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE EQUIPMENT, INCLUDING THE STATE OF TITLE; AND LESSOR HAS EXPRESSLY MADE NO WARRANTY AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF LATENT OR OTHER DEFECTS OF THE EQUIPMENT AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, PROPERTY OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE. Lessee acknowledges that it has made (or will make) the selection of the Property from the Supplier based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Lessor. Lessee understands and agrees that (a) neither the Supplier nor any sales representative or other agent of Supplier, is (i) an agent of Lessor, or (ii) authorized to make or alter any term or condition of this Agreement, and (b) no such waiver or alteration shall vary the terms of this Agreement unless expressly set forth herein. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Property Schedules, or the existence, furnishing, functioning or use of any item, product or service provided for in this Agreement or the Property Schedules. The Lessee shall be entitled to the benefit of any applicable manufacturer's warranties and rights, including rights and warranties that it may have under the agreement with the Equipment Vendor.

10.02 Supplier's Warranties. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Supplier of the Property, as defined in the Purchase Agreement, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Supplier of the Property."

10.03 Use of the Property. Lessee will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement and the applicable Property Schedule. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Property. In addition, Lessee agrees to comply in all respects with all laws of the jurisdiction in which its operations involving any item of Property may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Property. Lessee shall notify Lessor in writing of any pending or threatened investigation, inquiry, claim or action by any governmental authority which could adversely affect this Agreement, any Property Schedule or the Property thereunder.

10.04 Modifications. Subject to the provisions of this Section, Lessee shall have the right, at its own expense, to make alterations, additions, modifications or improvements to the Property. All such alterations, additions, (except software memory and any other such items purchased separately from the leased equipment) modifications and improvements shall thereafter comprise part of the Property and shall be subject to the provisions of this Agreement. Such alterations, additions, modifications and improvements shall not in any way damage the Property, substantially alter its nature or cause it to be used for purposes other than those authorized under the provisions of state and federal law; and the Property, on completion of any alterations, additions, modifications or improvements made pursuant to this Section, shall be of a value which is equal to or greater than the value of the Property immediately prior to the making of such alterations, additions, modifications and improvements. Lessee shall, at its own expense, make such alterations, additions, modifications and improvements to the Property as may be required from time to time by applicable law or by any governmental authority.

ARTICLE XI

11.01 Extension Terms. So long as no Default or Event of Default shall have occurred and be continuing and Lessee shall have given Lessor at least ninety (90) days but not more than one hundred eighty (180) days prior written notice (the "Option Notice"), Lessee shall have the following extension options at the expiration of the Lease Term, or any Extension Term, to: (i) renew this Lease on a Monthly basis at the same Rental Payments payable at the expiration of the Lease Term; or (ii) return such Property to Lessor pursuant to, and in the condition required by, the Master Agreement. If Lessee fails to give Lessor the Option Notice, Lessee shall be deemed to have chosen option (i) above. If Lessee fails to deinstall, package, and make the Property available to Lessor at such time agreed upon by Lessee and Lessor, Lessee shall be responsible for the payment of damages in an amount equal to the portion of Rental Payments thereafter coming due that is attributable to the number of days after the agreed upon date of original return during which the Lessee fails to deliver possession.

11.02 Nature of Transaction; True Lease. (a) It is the express intent of the parties that all Property Schedules to this Agreement constitute true leases and not sale of Property. Title to the Property shall at all times remain in Lessor, and Lessee shall acquire no ownership, title, property, right, equity, or interest in the Property other than its leasehold interest solely as Lessee subject to all the terms and conditions hereof. To the extent that Article 2A ("Article 2A") of the Uniform Commercial Code ("UCC") applies to the characterization of a Property Schedule, the parties hereby agree that the Property Schedule is a "Finance Lease" as defined therein. Lessee acknowledges: (i) that Lessee has selected the "Supplier" (as defined in the UCC) and has directed Lessor to purchase the Property from the Supplier in connection with this Lease, and (ii) that Lessee has been informed in writing, before Lessee's execution of a Property Schedule, that Lessee is entitled under Article 2A to the promises and warranties, including those of any third party, provided to Lessor by the Supplier in connection with or as part of the Purchase Agreement, and that Lessee may communicate with the Supplier and receive an accurate and complete statement of those promises and warranties, including any disclaimers and limitations of them or of remedies. The filing of UCC financing statements pursuant to Section 7.04 is precautionary and shall not be deemed to have any effect on the characterization of the Property Schedules. NOTWITHSTANDING THE FOREGOING, LESSOR HAS NOT MADE, AND HEREBY DISCLAIMS ANY ADVICE, REPRESENTATIONS, WARRANTIES AND COVENANTS, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO ANY LEGAL, ECONOMIC, ACCOUNTING, TAX OR OTHER EFFECTS OF THE LEASE AND THE TRANSACTION(S) CONTEMPLATED THEREBY, AND LESSEE HEREBY DISCLAIMS ANY RELIANCE ON ANY SUCH WARRANTIES, STATEMENTS OR REPRESENTATIONS MADE BY LESSOR WITH RESPECT THERETO.

(b) Notwithstanding the express intent of Lessor and Lessee that the Property Schedules constitute a true lease and not a sale of Property, should a court of competent jurisdiction determine that a Property Schedule is not a true lease, but rather one intended as security, then solely in that event and for the expressly limited purposes thereof, Lessee shall be deemed to have hereby granted Lessor a security interest in the Property and all accessions, substitutions and replacements thereto and therefor, and proceeds (cash and non-cash), including, without limitation, insurance proceeds thereof (but without power of sale), to secure the prompt payment and performance as and when due of all obligations and indebtedness of Lessee, now existing or hereafter created, to Lessee pursuant to this Lease or otherwise. In furtherance of the foregoing, Lessee shall execute and deliver to Lessor, to be filed at Lessee's expense, Uniform Commercial Code financing statements, statements of amendment and statements of continuation as reasonably may be required by Lessor to perfect and maintain perfected such security interest.

(c) Personal Property Tax. Unless otherwise directed in writing by Lessor or required by applicable law, Lessee will not list itself as owner of any Property for property tax purposes. Upon receipt by Lessee of any property tax bill pertaining to such Property from the appropriate taxing authority, Lessee will promptly forward such property tax bill to Lessor.

11.03 Return of Property. Upon the expiration (subject to Section 11.01 hereof and except as otherwise provided in a Property Schedule) or earlier termination of this Lease due to an Event of Non-Appropriation, Lessee, at its sole expense, shall deinstall, package, and make available the Property to Lessor's carrier. Lessee agrees that the Property, when picked up by Lessor, shall be in the condition required by Section 8.01 hereof. All components of the Property shall contain no damage, excluding normal wear and tear, and must be in working order. In the event title to the Equipment reverts back to Lessor, Lessee, at its own expense will remove all alterations, additions and attachments and repair the Equipment as necessary so as to return the Equipment to the condition in which it was furnished, reasonable wear and tear expected. If Lessee fails to return any Property as required hereunder, then, all of Lessee's obligations under this Master Agreement and the applicable Property Schedule (including, without limitation, Lessee's obligation to pay Rental Payments for such Property at the rental then applicable under the Property Schedule) shall continue in full force and effect until such Property shall have been returned in the condition required hereunder.

ARTICLE XII

12.01 Assignment by Lessor. Lessor's right, title and interest in, to and under each Property Schedule and the Property under such Property Schedule may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Lessor and, to the extent of their interest, by any Registered Owner, without the necessity of obtaining the consent of Lessee; provided that (i) any assignment, other than an assignment to or by a Registered Owner, shall not be effective until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee, and (ii) any assignment to or by a Registered Owner shall not be effective until it is registered on the registration books kept by the Agent. Lessee shall retain all such notices as a register of all assignees (other than Registered Owners) and shall make all payments to the assignee or assignees designated in such register or, in the case of Registered Owners, to the Agent. In the event that Lessor's interest in a Property Schedule and the Property thereunder is assigned to the Agent, Lease Participation Certificates in that Property Schedule may be executed and delivered by the Agent to Registered Owners. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in this Agreement and the Property Schedules.

12.02 Property Schedules Separate Financings. Assignees of the Lessor's rights in one Property Schedule shall have no rights in any other Property Schedule unless such rights have been separately assigned.

12.03 Assignment and Subleasing by Lessee. NONE OF LESSEE'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THIS AGREEMENT AND IN THE PROPERTY MAY BE ASSIGNED, SUBLEASED OR ENCUMBERED BY LESSEE FOR ANY REASON, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR WHICH SHALL NOT BE UNREASONABLY WITHHELD, WHICH SHALL BE DEPENDANT UPON THE CREDIT RATING OF SUCH THIRD PARTY. THE CREDIT RATING MUST BE DEEMED THE SAME OR BETTER THAN THE LESSEE'S CREDIT RATING AT THE INCEPTION OF THE LEASE..

ARTICLE XIII

13.01 Events of Default Defined. Any of the following shall constitute an "Event of Default" under a Property Schedule:

- (a) Failure by Lessee to pay any Rental Payment under the Property Schedule or other payment required to be paid with respect thereto at the time specified therein;
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Property Schedule, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- (c) Any statement, representation made by the Parties in or pursuant to the Property Schedule or its execution, delivery or performance proven to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (d) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
- (e) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days.

The foregoing provisions of Section 13.01 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to perform its agreements under this Agreement and the Property Schedule (other than the obligations on the part of Lessee contained in Article VI hereof) Lessee shall not be in default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which in the Purchasing Agent's opinion are beyond the control of the contractor.

13.02 Remedies on Default. Whenever any Event of Default exists with respect to a Property Schedule, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) Declare the entire amount of unpaid Rental Payments under the appropriate Property Schedule for the current fiscal year and for any delinquent payments from a prior year to be immediately due and payable, without further notice.
- (b) (i) Sell any Property at public or private sale; (ii) hold, keep idle or lease to others any Property under the Property Schedule; (iii) by notice in writing to Lessee, cancel or terminate the Property Schedule, without prejudice to any other remedies hereunder; (iv) demand that Lessee, and Lessee shall, upon written demand of Lessor and at Lessee's expense forthwith deinstall, package, and make all Property available to Lessor in the manner and condition required by Section 11.03 hereof, provided, however, that Lessee shall remain and be liable to Lessor for any amounts provided for herein or other damages resulting from the Property not being in the condition required by Section 11.03, and otherwise in accordance with all of the provisions of this Agreement, except those provisions relating to periods of notice; (v) enter upon the premises of Lessee or other premises where any Property may be located and, with five (5) days notice to Lessee and with or without legal process, take possession of and remove all or any such Property without liability to Lessor by reason of such entry or taking possession, and without such action constituting a cancellation or termination of this Agreement unless Lessor notifies Lessee in writing to such effect;
- (c) Lessor may take any action, at law or in equity, that is permitted by applicable law and that may appear necessary or desirable to enforce or to protect any of its rights under the Property Schedule and this Agreement.

13.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

ARTICLE XIV

14.01 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee (other than a Registered Owner) at its address as it appears on the registration books maintained by Lessee and to any Registered Owner at its address as it appears on the registration books maintained by the Agent.

14.02 Further Assurances. Lessee agrees to execute such other and further documents, including, without limitation, confirmatory financing statements, continuation statements, certificates of title and the like, and to take all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of Lessor, to perfect, confirm, establish, reestablish, continue, or complete the interests of Lessor in this Agreement and the Property Schedules, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement and the Property Schedules.

14.03 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

14.04 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

14.05 Waiver of Jury Trials. Lessee and Lessor hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the actions of Lessor or Lessee in the negotiation, administration, performance or enforcement hereof. Lessor and Lessee agree that any trial shall be in the form of a bench trial.

14.06 Amendments, Changes and Modifications. This Agreement may be amended in writing by Lessor and Lessee to the extent the amendment or modification does not apply to outstanding Property Schedules at the time of such amendment or modification. The consent of the applicable assignee or Agent, if any, shall be required to any amendment or modification before such amendment or modification shall be applicable to any outstanding Property Schedule.

14.07 Execution in Counterparts. This Agreement and the Property Schedules hereunder may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

14.08 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, unless otherwise agreed to in an individual Property Schedule.

14.09 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

| | |
|--|--|
| Lessor: UNICOM Government, Inc. | |
| By: | |
| Name: | |
| Title: | |

| | |
|-----------------------------------|--|
| Lessee: Fairfax County, VA | |
| By: | |
| Name: | |
| Title: | |

| | |
|----------------|--|
| Attest: | |
| By: | |
| Name: | |
| Title: | |

Property Schedule No. 1

Master Equipment Lease Agreement

This **Property Schedule No. 1** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Equipment Lease Agreement (the "Master Agreement"), dated as of _____, between UNICOM GOVERNMENT, INC. and

1. Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
2. Commencement Date. The Commencement Date for this Property Schedule is 30 days after Equipment is Accepted by Lessee.
3. Property Description and Payment Schedule. The Property subject to this Property Schedule is described in Exhibit 1 hereto. The Rental Payment Schedule for this Property Schedule is set forth in Exhibit 1. If the Rental Payment Dates are not defined in the Rental Payment Schedule, they shall be defined as the First day of each Month of the Rental Payment Schedule commencing with the first full month following the Acceptance Date.
4. Lessee's Certificate. The Lessee's Certificate is attached as Exhibit 2.
5. Proceeds. Lessor shall disburse the proceeds of this Property Schedule in accordance with the instructions attached hereto as Exhibit 3.
6. Acceptance Certificate. The form of Acceptance Certificate is attached as Exhibit 4.
7. Essential Use. The Essential Use is attached as Exhibit 5.
8. Expiration. Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Agreement (including this Property Schedule all ancillary documents) are not received by Lessor at its place of business by _____.
9. Notice. Lessee is entitled under Article 2A of the Universal Commercial Code to the promises and warranties, including those of any third party, provided to Lessor by the Supplier in connection with or as part of the Purchase Agreement, and that Lessee may communicate with the Supplier and receive an accurate and complete statement of those promises and warranties, including any disclaimers and limitations of them or of remedies. The filing of UCC financing statements pursuant to Section 7.05 of the Master Agreement is precautionary and shall not be deemed to have any effect on the characterization of this Property Schedule. NOTWITHSTANDING THE FOREGOING, LESSOR HAS NOT MADE, AND HEREBY DISCLAIMS ANY ADVICE, REPRESENTATIONS, WARRANTIES AND COVENANTS, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO ANY LEGAL, ECONOMIC, ACCOUNTING, TAX OR OTHER EFFECTS OF THE LEASE AND THE TRANSACTION(S) CONTEMPLATED THEREBY, AND LESSEE HEREBY DISCLAIMS ANY RELIANCE ON ANY SUCH WARRANTIES, STATEMENTS OR REPRESENTATIONS MADE BY LESSOR WITH RESPECT THERETO. SUPPLIER WARRANTIES CAN BE FOUND IN THE APPLICABLE PURCHASE AGREEMENT.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

| | |
|--|--|
| Lessor: UNICOM GOVERNMENT, INC. | |
| By: | |
| Name: | |
| Title: | |

| | |
|----------------|--|
| Lessee: | |
| By: | |
| Name: | |
| Title: | |

| | |
|----------------|--|
| Attest: | |
| By | |
| Name: | |
| Title: | |

EXHIBIT 1

Property Description and Payment Schedule

Re: **Property Schedule No. 1** to Master Equipment Lease Agreement dated _____ between UNICOM GOVERNMENT, INC. ("Lessor") and ("Lessee").

The PROPERTY:

The Property as more fully described in **Exhibit A** incorporated herein by reference and attached hereto. The Property is detailed in UNICOM Quote QUT. The Property costs.

PROPERTY LOCATION:

USE: This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

INITIAL COMMENCEMENT
DATE:

LEASE TERM:

PAYMENT TYPE:

END OF TERM OPTION:

RENTAL PAYMENT:

RENTAL PAYMENT
SCHEDULE:

Lessee:

By:

Name:

Title:

EXHIBIT 2

Lessee's Certificate

Re: **Property Schedule No. 1** to Master Equipment Lease Agreement between UNICOM GOVERNMENT, INC. and.

The undersigned, being the duly elected, qualified and acting keeper of records for the _____ ("Lessee") do hereby certify, as of _____, _____, as follows:

1. Lessee did by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Equipment Lease Agreement (the "Master Agreement") by the following named representative or representatives of Lessee, to wit:

| NAME OF EXECUTING OFFICIAL | TITLE OF EXECUTING OFFICIAL | SIGNATURE OF EXECUTING OFFICIAL |
|-------------------------------|--------------------------------|------------------------------------|
| | | |
| And / Or | | |

2. The above-named representative(s) of the Lessee held at the time of such authorization and holds at the present time the office set forth above.

3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or an Event of Non-appropriation (as such terms is defined in the Master Equipment Lease Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Equipment Lease Agreement.

4. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

5. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Equipment Lease Agreement or the Property Schedule or of other agreements similar to the Master Equipment Lease Agreement; (b) questioning the authority of Lessee to execute the Master Equipment Lease Agreement or the Property Schedule, or the validity of the Master Equipment Lease Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Equipment Lease Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of the Master Equipment Lease Agreement and the Property Schedule.

| |
|--|
| |
| By: _____ |
| Title: _____ |
| SIGNER MUST NOT BE THE SAME AS THE EXECUTING OFFICIAL(S) SHOWN ABOVE. |

EXHIBIT 3

Payment of Proceeds Instructions

UNICOM GOVERNMENT, INC.
2553 Dulles View Drive, Suite 100
Herndon, VA 20171

Re: Property Schedule No. 1 (the "Property Schedule") to Master Equipment Lease Agreement between UNICOM GOVERNMENT, INC. ("Lessor") and _____ ("Lessee").

Ladies and Gentlemen:

The undersigned, an Authorized Representative of the Lessee, hereby requests and authorizes Lessor to disburse the net proceeds of the Property Schedule as follows:

Name of Payee: _____

By check _____ By wire transfer _____

If by check, Payee's address: _____

If by wire transfer, instructions as follows:

Pay to Bank Name: _____

Bank Address: _____

Bank Phone #: _____

For Account of: _____

Account No.: _____

ABA No.: _____

By: _____
Name: _____
Title: _____

EXHIBIT 4

Acceptance Certificate

UNICOM GOVERNMENT, INC.
2553 Dulles View Drive, Suite 100
Herndon, VA 20171

Re: **Property Schedule No. 1** to Master Equipment Lease Agreement between UNICOM GOVERNMENT, INC. and

Ladies and Gentlemen:

In accordance with the above-referenced Master Equipment Lease Agreement, the undersigned ("Lessee") hereby certifies and represents to, and agrees with, UNICOM GOVERNMENT, INC. ("Lessor"), as follows:

- (1) The Property, as such terms are defined in the above-referenced Property Schedule, has been made, delivered, installed and accepted on the date indicated below.
- (2) Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or an Event of Non-appropriation (as such terms are defined in the Master Agreement) exists at the date hereof.

| |
|-------------------------|
| Acceptance Date: |
| Lessee |
| By: |
| Name: |
| Title: |

EXHIBIT 6

Essential Use

Lessee
(Full Legal Name)
Federal Tax ID #
Street Address
City, State, and Zip
Dept. Using the Equipment

| |
|--|
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| |
| |
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| |

Customer Contact
Title
Phone and Fax No.
e-mail address

| |
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| |

Invoices to be sent to:

Contact
Department
Street Address
City, State, and Zip
Phone and Fax No.
e-mail address
Special Instructions

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| |

Contract Signer
Title
Phone and Fax No.
e-mail address

| |
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| |
| |
| |

1. Equipment Description:

2. What is the purpose of the proposed equipment acquisition?

3. Why is the equipment essential?

4. What department is using the equipment?

5. Is the new equipment replacement, an upgrade or additional to the department?

6. If replacement or upgrade, what is the age of the existing equipment?

7. If you're upgrading existing equipment, is the existing equipment paid off?

Source of funds for
proposed payments:
General Fund _____
Other (provide detail) _____

Fund Balance:
\$ _____
As of _____

Date of most recent Audited Financial Statement:
Fiscal Year End: _____

8. Have funds been appropriated for the payments due on the proposed financing during the current budgetary period?

9. Will any loan or grant monies be directly used to make the payments?

If so provide detail.

10. Have you ever defaulted or non-appropriated on a lease or bond obligation?

General Liability Insurance Coverage limits in the amount of \$1 Million is required. If applicable, automobile liability coverage of \$3 million required.

Self Insured?

General Liability Coverage Limits: \$ _____

Is the lessee a member of a managed risk pool? _____ If yes please provide the name and coverage amounts below.

If the lessee has additional commercial insurance coverage please provide coverage limits.

| | | | |
|-------------------------|--|--------|--|
| Submitted by (Name): | | Title: | |
| Signature: | | Date: | |

So that we may begin our credit review process, please fax this application, along with your equipment quote (bill of materials) and the signed financing proposal, to (703) 502-2991 or via email to andy.sabonis@gti.com

Please mail the 2 most recent copies of your Audited Annual Financial Statements, plus a copy of this year's budget, to:

Linda Terrizzi
GTSI Financial Services
2553 Dulles View Drive, Suite 100
Herndon, VA 20171-5219

Please note that we do require the copies of your audited annual financial statements in order to process your request.

Request for Certificate of Insurance

TO:

Insurance Company:

Contact Name:

Telephone Number:

Fax Number:

FROM:

Customer/Lessee Name:

Contact Name:

Telephone Number:

«WorkPhone»

Fax Number:

_____ is in the process of financing certain Property from UNICOM GOVERNMENT, INC. In order to facilitate this transaction, **please provide a Certificate of Insurance to:**

UNICOM GOVERNMENT, INC.

2553 Dulles View Drive, Suite 100

Herndon, VA 20171

_____ requests that UNICOM GOVERNMENT, INC. be listed as: UNICOM CORPORATION and named **ADDITIONAL INSURED** as to **public liability** coverage and **SOLE LOSS PAYEE** as to **property coverage**. A copy of said certificate should be forwarded to UNICOM GOVERNMENT, INC. as described below.

NOTE: Coverage is to include (1) insurance against all risks of physical loss or damage to the Property (including theft and collision for Property consisting of motor vehicles) and (2) commercial general liability insurance (including blanket contractual liability coverage and products liability coverage) for personal and bodily injury and property damage. In addition, UNICOM GOVERNMENT, INC. is to receive 30 days prior written notice of cancellation or material change in coverage.

Please fax this completed information to:

UNICOM GOVERNMENT, INC.

Attention:

Fax Number: 703-502-2991

Phone Number:

Please contact the person above if you have any questions. Thank you!

Schedule 1

SECURED PARTY: UNICOM GOVERNMENT, INC.

DEBTOR:

This financing statement covers all of Lessee's right, title and interest, now owned or hereafter acquired, in and to the following described Equipment, leased to Debtor under Property Schedule No. 1 dated _____, _____ to that certain Master Equipment Lease Agreement dated as of _____, in each case between Debtor, as lessee, and Secured Party, as lessor, together with any and all (1) substitutions, replacements or exchanges therefor, (2) replacement parts, additions, attachments and accessories incorporated

therein or affixed thereto, or used in connection therewith, and (3) proceeds thereof (both cash and non-cash), including insurance proceeds, (but without power of sale by Debtor), and also including, without limitation, claims of the Debtor against third parties for loss or damage to, or destruction of, such Equipment:

All equipment described on Exhibit A attached hereto and made a part hereof.

Debtor has no right to dispose of the equipment during the term of this lease.

THIS FINANCING STATEMENT IS FILED SOLELY FOR NOTICE AND PRECAUTIONARY PURPOSES AND THE FILING HEREOF SHALL NOT BE DEEMED EVIDENCE OF ANY INTENTION OF THE PARTIES TO CREATE A SECURITY INTEREST UNDER THE UNIFORM COMMERCIAL CODE OR TO ENTER INTO ANY TRANSACTION OTHER THAN A TRUE LEASE TRANSACTION.

Exhibit A



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

FEB 23 2016

Unicom Government, Inc.
2553 Dulles View Drive
Suite 100
Herndon, VA 20171

Attention: Sonya Hayes, VP of Operations

Reference: RFP 2000001701, Technology Products, Services, Solutions & Related
Products and Services

Dear Ms. Hayes:

Acceptance Agreement

Contract Number: 4400006645


This acceptance agreement signifies a contract award for Section 3.1.2; Technology Services and Solutions and Related Products and Services. The period of the contract shall be from May 1, 2016 through April 30, 2019, with four one-year renewal options or any combination of time equally not more than four years.

The contract award shall be in accordance with:

- 1) This Acceptance Agreement;
- 2) The Attached Memorandum of Negotiations.

Please note that this is not an order to proceed. A Purchase Order constituting your notice to proceed will be issued to your firm. Please provide your Insurance Certificate according to Section 17 of the Fairfax County Contract, within 10 days after receipt of this letter. All questions in regards to this contract shall be directed to the Contract Specialist, Lonnette Robinson, at 703-324-3281 or via e-mail at Lonnette.Robinson@fairfaxcounty.gov.

Sincerely,


Cathy A. Muse, CPPO
Director/County Purchasing Agent



Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm

Phone 703-324-3201, **TTY:** 1-800-828-1140, **Fax:** 703-324-3228



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

MEMORANDUM OF NEGOTIATIONS RFP2000001701

The County of Fairfax (hereinafter called the County) and UNICOM Government, Inc., (hereinafter called the "Contractor") agree to the following negotiated issues. The issues listed below shall be part of any subsequent contract.

- a. The County's Request for Proposal RFP2000001701 and all Addenda;
- b. The Contractor's Technical Proposal dated October 7, 2015;
- c. The Contractor's Best and Final Cost Proposal sent on December 22, 2015;
- d. This Memorandum of Negotiation;
- e. County purchase order;
- f. Any amendments subsequently issued.

In addition, the County and the Contractor agree to the following:


1. UNICOM is awarded a contract for section 3.1.2 of the RFP, Technology Services and Solutions, as well as any products associated with the services and solutions being provided.
2. Any discounts are minimum discounts and any rates are not-to-exceed rates.
3. Any End User License Agreements (EULA's) referenced in Contractor's proposal is not incorporated as a part of the contract.
4. The Lead Public Agency acknowledges for itself and on behalf of each Participating Public Agency electing to procure under the Master Agreement that it may be required to execute one or more applicable Contractor standard contract documents if and when it orders one or more technology product, service/solution. At the time that an order for a technology product, service/solution is placed by a Public Agency, the Public Agency will review the applicable standard contract document(s) and, if acceptable to each particular Public Agency, complete and sign such document(s). Contractor agrees and acknowledges that if and when an order for one or more technology product, service/solution is placed by Lead Public Agency, Contractor may be required to execute a Contract Addendum substantially in the form attached hereto as License Agreement Addendum.

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm
Phone 703-324-3201, **TTY:** 1-800-828-1140, **Fax:** 703-324-3228

5. In the event that additional third-party products are procured under the Contract, the Contractor agrees to provide a copy of any and all applicable third-party agreements for review by the County. The County reserves the right to negotiate the terms and conditions of the third-party agreements associated with the use of the third-party products prior to issuing the purchase order for additional products.
6. The parties agree that any Statement/Scope of Work (SOW) and/or Service Level Agreement will be subject to negotiations and will be binding upon the parties and set forth in a written amendment to the Contract signed by the County Purchasing Agent and the Contractor.

ACCEPTED BY:




(Signature)
Corry Hong

(Printed Name)
UNICOM Government, Inc.

February 3, 2016

Date



Cathy A. Muse, CPPO, Director
Department of Purchasing and Supply Management

2/22/16

Date

LICENSE AGREEMENT ADDENDUM

Fairfax County (hereinafter referred to as "the County") and UNICOM Government, Inc. ("Supplier"), a business incorporated in Delaware, F.E.I.N. 54-1248422, having its principal place of business at 2553 Dulles View Drive, Suite 100, Herndon, Virginia, are this day entering into a contract and, for their mutual convenience, the parties are using the standard form contracts provided by Supplier. This addendum, duly executed by the parties, is attached to and hereby made a part of Supplier's standard form contracts and together shall govern the use of any and all Technology Services/Solutions and Related Services/Solutions licensed by the County whether or not specifically referenced in the order document.

As used herein, the term "contract" shall mean Supplier's standard form contract(s) and any and all exhibits and attachments thereto, and any additional terms and conditions incorporated or referenced therein. The term(s) "Customer," "You," and/or "you," as used in the contract(s), shall mean, as applicable, Fairfax County, or any of its officers, directors, agents or employees.

Supplier's standard form contracts are, with the exceptions noted herein, acceptable to the County. Nonetheless, because certain standard clauses that may appear in, or be incorporated by reference into, Supplier's standard form contract(s) cannot be accepted the County, and in consideration of the convenience of using those forms, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Supplier's standard form contract(s), none of the following shall have any effect or be enforceable against the County or any of its officers, directors, employees or agents:

1. Requiring the application of the law of any state other than the Commonwealth of Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in any court other than a circuit court of the Commonwealth of Virginia;
2. Requiring any total or partial compensation or payment for lost profit or liquidated damages by the County, or its officers, directors, employees or agents if the contract is terminated before its ordinary period;
3. Imposing any interest charge(s) contrary to that specified by § 2.2-4352 of the Code of Virginia;
4. Requiring the County to maintain any type of insurance either for the benefit of the County or for Supplier's benefit;
5. Granting Supplier a security interest in property of the County or the Commonwealth or any of their officers, directors, employees or agents;
6. Requiring the County or any of its officers, directors, employees or agents to indemnify or to hold harmless Supplier for any act or omission;
7. Limiting or adding to the time period within which claims can be made or actions can be brought (Reference *Code of Virginia* §8.01 et seq.);
8. Limiting selection and approval of counsel and approval of any settlement in any claim arising under the contract and in which the County or any of its officers, directors, employees or agents is a named party;
9. Binding the County or any of its officers, directors, employees or agents to any arbitration or to the decision of any arbitration board, commission, panel or other entity;

10. Obliging the County, or any of its officers, directors, employees or agents, to pay costs of collection or attorney's fees;
11. Requiring any dispute resolution procedure(s) other than those in accordance with the Fairfax County Purchasing Resolution and the Code of Virginia;
12. Permitting Supplier to access any County records or data, except pursuant to court order, or as required by law;
13. Permitting Supplier to use any information provided by the County except for Supplier's own internal administrative purposes, or as required by law;
14. Requiring the County to limit its rights or waive its remedies at law or in equity, including the right to a trial by jury; and
15. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned representative of the County to bestow or incur on behalf of the County.
16. Establishing a presumption of severe or irreparable harm to Supplier by the actions or inactions of the County;
17. Limiting the liability of Supplier for property damage or personal injury;
18. Permitting Supplier to assign, subcontract, delegate or otherwise convey the contract, or any of its rights and obligations thereunder, to any entity without the prior written consent the County except as follows: Supplier may assign all or any of its rights and obligations to a third party as a result of a merger or acquisition or sale of all or substantially all of its assets to such third party provided assignee agrees in writing to be bound by the terms and conditions set forth in the contract and provided such third party is a U.S.-based entity or maintains a registered agent and a certification of authority to do business in Virginia, or to an affiliate of Supplier, provided Supplier remains liable for affiliate's compliance with the terms and conditions set forth in this Contract;
19. Not complying with contractual provisions 1, 8, 10, 11, 12, and 13 at the following URL, which are mandatory provisions, required by law or by the Fairfax County Purchasing Resolution, which are hereby incorporated by reference: <http://www.fairfaxcounty.gov/purchasing/po/termsandcondition.htm>.

The terms and conditions in documents posted to the aforereferenced URL are subject to change pursuant to action by the legislature of the Commonwealth of Virginia or a change in the Fairfax County Purchasing Resolution as adopted by the Fairfax County Board of Supervisors. Software Publisher is advised to check the URL periodically;
20. Not complying with the contractual claims provision of the Fairfax County Purchasing Resolution which is also incorporated by reference;
21. Enforcing the United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods. They are expressly disclaimed. UCITA shall apply to this contract only to the extent required by § 59.1-501.15 of the Code of Virginia;
22. Not complying with all applicable federal, state, and local laws, regulations, and ordinances;
23. Requiring that the County waive any immunity to which it is entitled by law;

24. Requiring that the County, which is tax exempt, be responsible for payment of any taxes, duties, or penalties;
25. Requiring or construing that any provision in this contract conveys any rights or interest in County data to Supplier;
26. Obligating the County beyond approved and appropriated funding. All payment obligations under this contract are subject appropriations by the Fairfax County Board of Supervisors for this purpose. In the event of non-appropriation of funds for the items under this contract, the County may terminate, in whole or in part, this contract or any order, for those goods or services for which funds have not been appropriated. This may extend to the renewal of maintenance services for only some of the licenses granted by Supplier. Written notice will be provided to the Supplier as soon as possible after legislative action is completed. There shall be no time limit for termination due to termination for lack of appropriations;
27. Permitting unilateral modification of the contract by Supplier;
28. Permitting unilateral termination by Supplier of the contract or the licenses granted thereunder, or permitting suspension of services by Supplier, except pursuant to an order from a court of competent jurisdiction, or as required by law;
29. Requiring or stating that the terms of the Supplier's standard form contract shall prevail over the terms of this addendum in the event of conflict;
30. Renewing or extending the contract beyond the initial term or automatically continuing the contract period from term to term;
31. Requiring that the contract be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of the County before the contract is considered in effect;
32. Delaying the acceptance of the contract or its effective date beyond the date of execution;
33. Defining "perpetual" license rights to have any meaning other than license rights that exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the contract;
34. Permitting modification or replacement of the contract pursuant to any new release, update or upgrade of Software or subsequent renewal of maintenance. If Supplier provides an update or upgrade subject to additional payment, the County shall have the right to reject such update or upgrade;
35. Requiring purchase of a new release, update, or upgrade of Software or subsequent renewal of maintenance in order for the County to receive or maintain the benefits of Supplier's indemnification of the County against any claims of infringement on any third-party intellectual property rights;
36. Prohibiting the County from transferring or assigning to any entity the contract or any license pursuant to the contract;
37. Granting Supplier or an agent of Software Publisher the right to audit or examine the books, records, or accounts of the County other than as may be required by law;

The parties further agree as follows:

38. Supplier warrants that it is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted hereunder without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
39. Supplier agrees to indemnify, defend and hold harmless the County or its officers, directors, agents and employees ("County's Indemnified Parties") from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against the County's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee or subcontractor of Supplier, (ii) any act or omission of any employee or subcontractor of Supplier, (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Software, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to the County against whom the claim has been asserted. This indemnification provision shall supersede any infringement indemnification provision set forth Supplier's standard form contract(s). No limitation of liability provision included in the contract shall apply to Supplier's indemnification obligations under this paragraph.
40. The County shall not be required to maintain as confidential any information, data, or records that have not been properly designated as trade secret or proprietary information pursuant to Va. Code Ann. § 2.2-4342(F) and are not otherwise exempted from the provisions of the Virginia Freedom of Information Act, Va. Code Ann. § 2.2-3700, *et seq.*
41. All information provided by the County pursuant to the contract shall be treated as confidential information and shall not be disclosed by Supplier, its employees, agents or subcontractors, except as specifically set forth in the contract documents. The County's confidential information shall include, but shall not be limited to: (a) Protected Health Information, as defined in HIPAA, which shall be subject to the County Business Associate Agreement, if applicable; and (b) any personally identifiable information included in information provided by the County.

Supplier shall indemnify and hold the County harmless including, its officers, trustees, employees, and agents, from any and all claims, penalties, fines, costs, liabilities or damages, including but not limited to reasonable attorney fees, incurred by the County as a direct result of the acts or omissions of Supplier, its employees, officials, agents, or subcontractors that cause a failure to maintain confidentiality of information as required under the contract and applicable law, including but not limited to breach of HIPAA requirements and unauthorized access to, or failure to maintain confidentiality of, personally identifiable information. Supplier will promptly provide notice to the County of any breach of security or confidentiality of information provided by the County and shall be responsible for actions required to cure such breach resulting from Supplier's action or inaction. This indemnity obligation is supplemental to any other indemnification obligation set forth in this Addendum. No limitation of liability provision included in the contract shall apply to Supplier's indemnification obligations under this paragraph.

This contract, consisting of this Fairfax County License Agreement Addendum and the Supplier's standard form contract and any and all exhibits and attachments thereto, and any additional terms and conditions incorporated or referenced therein, constitute the entire agreement between the parties and may not be waived or modified except by written agreement between the parties.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed as of the last date set forth below by the undersigned authorized representatives of the parties, intending thereby to be legally bound.

UNICOM Government, Inc.

Fairfax County

By: 
(Signature)

By: 
(Signature)

Name: Corry Hong
(Print)

Name: Cathy A Muse
(Print)

Title: President & CEO

Title: Director/County Purchasing Agent

Date: February 3, 2016

Date: 2/22/16