

ADDENDUM TO INVITATION TO BID #B05018

INVITATION TO BID FOR
Hyperion Performance Suite v8 CPU for Windows – for 10 CPUs including perpetual
license and two years of annual maintenance
June 29, 2005

Date of Addendum: July 1, 2005

The following draft contract shall replace the draft contract appended to the
Invitation to Bid.

SAMPLE AGREEMENT
Between
OHIO BUREAU OF WORKERS' COMPENSATION
And
VENDOR

This is an Agreement by and between VENDOR, (hereinafter referred to as the "Vendor"), having offices at ADDRESS, and the State of Ohio, Bureau of Workers' Compensation (hereinafter referred to as the "Bureau"), having offices at 30 W. Spring Street, Columbus, Ohio 43215-2256, entered into the day, month and year set out below.

Whereas, the Bureau issued an ITB # B05018 for Hyperion Performance Suite v8 CPU for Windows, including ten perpetual licenses and two years of annual maintenance, and the Vendor submitted the best responsive and responsible response to the Invitation to Bid;

Now, therefore, the parties hereto mutually agree to perform the contract in accordance with the Invitation to Bid and the Vendor's Bid, which are hereby incorporated by reference as if fully rewritten herein. Furthermore the parties agree that if there is any conflict between the Invitation to Bid and the Vendor's Bid, the Invitation to Bid controls.

LICENSE. The Vendor hereby conveys a license in accordance with the terms and conditions of the Invitation to Bid, and agrees to provide maintenance services for a period of two years in accordance with the terms and conditions of the Invitation to Bid

CONDITIONS PRECEDENT. The parties agree that as a condition precedent, any applicable approvals of the Office of Budget and Management must be given before obligations under this Agreement commence.

FEES. The parties agree that the Bureau shall pay a fixed fee for each license ordered under this Agreement not to exceed the amount of AMOUNT (\$X) per licensed cpu, for up to ten (10) licensees, not to exceed a total cost of TOTAL AMOUNT (\$Y). The fee shall cover two years of maintenance.

TERM. The parties agree that the product will be delivered by Vendor within five (5) days of receipt of a Purchase Order. The parties agree that the license is perpetual and the maintenance extends two (2) years.

CONTRACT DISCLOSURE: LOCATION OF SERVICES, DATA. As part of this Agreement, Vendor shall disclose the following:

- (1) The location(s) where all services will be performed;
- (2) The location(s) where any state data applicable to the contract will be maintained or made available; and
- (3) The principal location of business for the contractor and all subcontractors.

In witness whereof, the parties hereunto affix their signatures this _____ day of _____, 2005.

VENDOR
TAX ID # _____
Risk # _____

**STATE OF OHIO, BUREAU OF
WORKERS' COMPENSATION**

Printed Name _____
Printed Title _____

Tina Kielmeyer, Administrator/CEO