

**MOBI**  
**Service Attachment 5**  
**Recycling Program**

**This Service Attachment** (the "Service Attachment"), is between MOBI Wireless Management, LLC ("MOBI") ("Service Provider") having an office at 6100 West 96<sup>th</sup> Street, Suite 150, Indianapolis, IN 46278, and the Department of Administrative Services ("the State"), having its principal place of business at 30 East Broad Street, 40<sup>th</sup> Floor, Columbus, Ohio 43215 (jointly referred hereto as the "Parties"), and it is effective as of the date signed by the State. It amends that certain Master Cloud Services Agreement ("MCSA") between the Parties dated February 3, 2012.

**1. Service Overview.**

MOBI will partner with a third party provider to provide services to the Subscribing Entity for the disposal of salvaged equipment.

**2. Services.**

**Third Party Applications.** MOBI resells and provides third party software applications ("3rd Party Applications") to Subscribing Entities. Subscribing Entity's use of these 3rd Party Applications is subject to, and STATE OF OHIO agrees that STATE OF OHIO's use thereof shall be in strict accordance with, all of the terms and conditions under which the 3rd Party Applications are licensed by the licensors thereof ("3rd Party Licenses"). Any terms and conditions that conflict with the MCSA or this Service Attachment (SA), the MCSA and SA will prevail. 3rd Party Licenses will be provided to Subscribing Entity at the time Subscribing Entity licenses the 3rd Party Applications or upon Subscribing Entity's request. We disclaim all liability for 3rd party Applications and STATE OF OHIO's use of such applications, including all warranties, express or implied. We provide 3rd Party Applications on an as-is basis, and STATE OF OHIO's remedy, if there is any, for any type of claim whatsoever, whether based in contract, tort, negligence, strict liability, or any other legal or equitable theory shall be obtained directly from the owner of the 3rd Party Application.

**Consents.** As between Subscribing Entity and Service Provider, Subscribing Entity is solely responsible for securing all necessary consents from Subscribing Entity's employees and other personnel if such consent is required under applicable laws. Subscribing Entity acknowledges and agrees that it is not Service Provider's responsibility, but rather that of Subscribing Entity, to establish that use of the MOBI Services provided hereunder is permitted under all applicable privacy and other laws and regulations.

**Indemnity.** See Section 2.1 of MCSA.

**Product Shipping.** Subscribing Entity will be provided a link that will allow the Subscribing Entity to print a pre-paid label for shipping used devices to the recycling location. Subscribing Entity Administrators will be provided access to track individual orders, while individual users will receive automated emails informing Subscribing Entity of the arrival of the order. Administrators will receive overall program metric reporting and serialized device reporting.

**Inspection and Data Clearing.** MOBI's partner will inspect each device for functionality to determine if a device is fit for reuse or if it should be responsibly recycled. Devices designated for reuse will be data wiped utilizing methods prescribed by the specific manufacturer and in accordance with all laws, industry practices and privacy rules. Devices which cannot be data cleared will be shredded. If the decision is to shred, the devices will be sent to an R2 Certified recycling location.

**Order Completion.** MOBI will provide a final priced offer to the Subscribing Entity approximately thirty (30) to forty-five (45) days after the inspection and data clearing has been completed and will credit Subscribing Entity's invoice accordingly.

**Signature Page to Follow**

In Witness Whereof, the Parties have executed this Service Attachment, which is effective on the date the State's duly authorized representative signs it on behalf of the State, ("Effective Date").

**MOBI**

**STATE OF OHIO,  
DEPARTMENT OF  
ADMINISTRATIVE SERVICES**

Christi Steinberg  
Signature

Robert Blair/srd  
Signature

Christi Steinberg  
Printed Name

Robert Blair/srd  
Printed Name

VP, Finance  
Title

DAS Director  
State of Ohio/CIO  
Title

2-25-14  
Date

3/17/14  
Effective Date

26-3812495  
Federal Tax ID

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2011-12K

Governing the Expenditure of Public Funds on Offshore Services

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations, and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

By the signature affixed hereto, the Service Provider affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, both the Service Provider and any of its subcontractors will perform no Services requested under this Agreement outside of the United States.

The Service Provider will provide all the name(s) and location(s) where Services under this Agreement will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Service Provider to sanctions. If the Service Provider will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Service Provider:

6100 W. 96<sup>th</sup> St.  
(Address)

Indianapolis, IN 46278  
(City, State, Zip)

Name/Principal location of business of subcontractor(s):

TwigTek, Inc.  
(Name)

4200 Columbus St, Ottawa, IL  
(Address, City, State, Zip) 61350

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

2. Location where Services will be performed by Service Provider:

6100 W. 96<sup>th</sup> St.  
(Address)

Indianapolis, IN 46278  
(City, State, Zip)

Name/Location where Services will be performed by subcontractor(s):

TwigTek, Inc.  
(Name)

4200 Columbus St, Ottawa, IL  
(Address, City, State, Zip) 61350

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Service Provider:

6100 W 910th St.  
(Address)

Indianapolis, IN 46228  
(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

Twigtek, Inc  
(Name)

4200 Columbus St, Ottawa, IL  
(Address, City, State, Zip) 61350

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

Service Provider also affirms, understands and agrees that Service Provider and its subService Providers are under a duty to disclose to the State any change or shift in location of Services performed by Service Provider or its subcontractors before, during and after execution of any Agreement with the State. Service Provider agrees it will so notify the State immediately of any such change or shift in location of its Services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Service Provider to perform the Services outside the United States.

On behalf of the Service Provider, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is a part of any Agreement that Service Provider may enter into with the State and is incorporated therein.

By: Christi Steinberg  
Service Provider

Print Name: Christi Steinberg

Title: VP, Finance

Date: 2-25-14