

**EXHIBIT G**  
**FORM OF CONDITIONAL ASSIGNMENT OF**  
**SUBCONTRACTS**

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**MASTER SERVICES AGREEMENT**

**REGARDING**

**DIVISION OF FAMILY RESOURCES MODERNIZATION PROJECT**

**By and Between**

**THE STATE OF INDIANA,**

**ACTING ON BEHALF OF**

**THE FAMILY AND SOCIAL SERVICES ADMINISTRATION,**

**And**

**INTERNATIONAL BUSINESS MACHINES CORPORATION**

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## Exhibit G

### Form of Conditional Assignment of Subcontracts

**THIS CONDITIONAL ASSIGNMENT OF SUBCONTRACTS** (“Assignment”) is made as of this \_\_\_ day of \_\_\_\_\_, 2006, by and between International Business Machines Corporation, a New York corporation (“Vendor”), and the State of Indiana (“State”), acting with respect to the Family and Social Services Administration (“FSSA”).

#### RECITALS:

WHEREAS, on \_\_\_\_\_, 2006, Vendor and the State entered into that certain Master Services Agreement (“Agreement”), with respect to the Division of Family Resources Modernization Project; and

WHEREAS, the State has required Vendor to provide certain assurances regarding the continuity of the Services (as defined in the Agreement); and

WHEREAS, pursuant to the Agreement, Vendor is obligated to conditionally assign the Subcontracts (as defined in the Agreement) to the State on the terms and as contemplated by this Assignment;

NOW THEREFORE, in consideration of the premises, the mutual terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Vendor and the State agree as follows:

1. Execution of Master Services Agreement. The State has executed the Agreement on the condition that Vendor executes this Conditional Assignment.

2. Defined Terms. Any capitalized terms used but not defined herein shall have the meaning ascribed thereto under the Agreement.

3. Conditional Assignment of Subcontracts by Vendor. Vendor hereby assigns to the State all rights, title and interest in and to all and each of the Subcontracts accruing on and after the Acceptance Date (defined below), on and subject to the following terms and conditions:

- (i) This Assignment is a current assignment, is in full force and effect on the date hereof, but shall not be implemented until a Termination prior to expiration of the Term. For purposes of this Assignment, the effective date of Termination due to any Bankruptcy Event shall be the day immediately prior to the occurrence of such Bankruptcy Event by, against or with respect to Vendor.
- (ii) This Assignment as to any particular Subcontract is subject to acceptance by the State on the terms set forth in the Agreement without further action of any kind of Vendor or the applicable Subcontractor (other than execution and delivery of an

Attornment Certificate from the applicable Subcontractor if such Attornment Certificate has not previously been executed and delivered to the State). The State retains the sole discretion whether or not to accept this Assignment as to any of the Subcontracts, and acceptance as to one or more shall not imply acceptance of any other Subcontract. Those Subcontracts as to which the State has accepted the assignment contemplated hereby are referred to herein as the "Accepted Subcontracts".

- (iii) Vendor retains all rights and privileges under the Accepted Subcontracts accruing prior to the Acceptance Date.

4. Acceptance of Assignment. Effective on the date of acceptance by the State as to a particular Accepted Subcontract ("Acceptance Date"), all obligations of Vendor for services, obligations, duties, covenants, agreements and liabilities of Vendor under and with respect to the Accepted Subcontracts to be performed as to any date or period after the Acceptance Date shall be the sole obligations of the State ("Assigned Vendor Obligations"). The State shall perform the Assigned Vendor Obligations in accordance with the applicable terms of the Accepted Subcontracts.

5. Performance of Vendor Obligations. Vendor remains fully liable for and shall perform all Vendor Obligations occurring, accruing, or arising on or prior to the Acceptance Date ("Retained Vendor Obligations") with respect to any of the Accepted Subcontracts and with respect to all other Subcontracts. Vendor shall indemnify the State for Losses arising out of Vendor's breach of the Retained Vendor Obligations in accordance with Article 17 of the Agreement. The State shall have no liability of any kind with respect to the Retained Vendor Obligations.

6. Incorporation by Reference. The provisions of Section 14.8, 16.3.5(2)(B) and Article 21 of the Agreement are incorporated herein by reference, with any reference therein to the Agreement being deemed, for purposes of this Assignment, to be references to this Assignment.

[Signature Page Follows Immediately Hereafter]

\* \* \* \*

[Signature Page to Conditional Assignment of Subcontracts]

IN WITNESS WHEREOF, the parties hereto, by the State's and Vendor's respective authorized representatives, have executed or caused the execution of this Assignment as of the date first set forth above.

**INTERNATIONAL BUSINESS MACHINES CORPORATION**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF INDIANA**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_