165 Capitol Avenue
Hartford, CT 06106-1658

June 10, 2014

Karen LeBuffe
IBM Customer Relationship Representative
IBM Corporation
One Financial Plaza
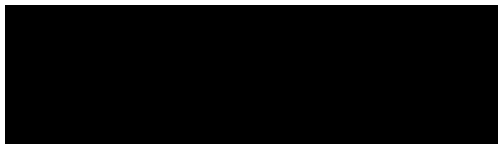Hartford, CT 06103

Re: Master Agreement A-99-031

Dear Ms. LeBuffe:

I have received your request to update the Product Schedule associated with the above noted Department of Administrative Services Master Agreement. **This change adds IBM Business Continuity & Recovery Services per the attached quotation.**

Given the Terms and Conditions of this agreement, the request to update the Product Schedule is approved. A copy of your Product Schedule update request is attached to this letter. Please consider the services a part of the associated Master Agreement and file this approval with the appropriate agreement for future reference.

Thank you for your interest in doing business with the State of Connecticut.

Sincerely,

Jean Del Greco
Contract Specialist
State of CT Department of Administrative Services
Procurement Services

cc: Master Agreement File A-99-031

June 10, 2014

Ms. Jean Del Greco
Contract Specialist
Department of Administrative Services
165 Capitol Avenue, 5th Floor South
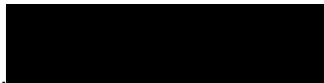Hartford, CT 06106-1658

Subject: Product Schedule Update to Master Agreement A-99-031

Dear Ms. Del Greco,

IBM would like to add IBM Business Continuity and Recovery Services per the attached Contract
Documents to Master Agreement A-99-031.
Please advise if you have any questions or need additional information. Please provide us with
your written or email concurrence to the above.

Sincerely,

Karen LeBuffe
IBM Customer Relationship Representative
860-275-5714
lebuffe@us.ibm.com

Change Authorization

May 27, 2014
PCR Number 3

Each of us agrees to modify the referenced Statement of Work for "IBM Managed Services for Business Resilience and Continuity Resilience Program Management", dated May 15, 2008 as follows:

1) The attached "Schedule for IBM Managed Services for Business Resilience and Continuity Resilience Program Management" will be made the active Schedule for the Statement of Work for "IBM Managed Services for Business Resilience and Continuity Resilience Program Management", dated May 15, 2008.

Charges: No additional cost will be associated with the services listed in this Change Authorization.

All other terms and conditions remain the same.

We agree to provide the Services described in this Project Change Request/Authorization provided you sign in the space below and indicate your acceptance without modification on or before July 01, 2014.

Each of us agrees that the complete agreement between us about these Services will consist of: 1) this PCR and 2) the referenced Statement of Work and its prior PCRs and 3) the *IBM Customer Agreement* or *IBM Agreement for Services*, as applicable (or any equivalent agreement signed by both of us).

Agreed to: **State of Connecticut**   Agreed to*: **International Business Machines Corporation**

By: _____   By: _____
Authorized Signature   Authorized Signature

Date: _____   Date: _____

Name (type or print): _____   Name (type or print): _____

IBM | **Schedule for IBM Managed Services for Business Resilience and Continuity – Resilience Program Management**

The terms of the IBM Customer Agreement (or any equivalent agreement in effect between us) and the *Statement of Work for Services for IBM Managed Services for Business Resilience and Continuity - Resilience Program Management* apply to this transaction.

Customer Name and Address:

State of Connecticut

101 East River Drive

East Hartford, CT 06108-3285

Customer Telephone: _____

IBM Recovery Site Location:

Sterling Forest, NY

Billing Address:

State of Connecticut

165 Capitol Avenue

5th Floor West

East Hartford, CT 06106-1659

Agreement Number: A-99-031

Enterprise Number: 2082000

Customer Number: 2082054

Statement of Work Number: RPDE3708

Contract Period

Contract Period Start Date: July 01, 2008

Contract Period End Date: June 30, 2016

Schedule Number: 004

Revised Schedule (Yes or No): No

Renewal Schedule (Yes or No): Yes

Schedule Effective Date: July 01, 2014

Scheduled Test Events per Contract Year: one (1)

Charges:

Total Monthly Charge*: **$856.00**

(*) The Total Monthly Charge is included in the separate Supplement for Multivendor Information Technology Recovery Services identified by Supplement Number CFT2SXL.

IBM agrees to provide the Services described in the Statement of Work for Services for *IBM Managed Services for Business Resilience and Continuity - Resilience Program Management* provided you accept this Schedule, without modification, by signing in the space provided below on or before July 01, 2014.

Agreed to: **State of Connecticut**

By: _____
Authorized Signature

Date: _____

Name (type or print): _____

Agreed to*:* **International Business Machines Corporation**

By: _____
Authorized Signature

Date: _____

Name (type or print): _____

Service Option Attachment	Doc. #	Service Option Details
Recovery Program Design and Execution	7168-00 (sws)	*RPDE3708 - SOA*

System/Server Description	Quantity	Quantity of VM Instances per ESX	As specified in BCRS Supplement #:
Intel Server ESX	2	2	CFT2SXL

Allocated Skilled Labor Hours

Skill provided	Quantity	Number of hours provided	Hourly rate for mutually agreed upon additional labor
Intel VMware	1	12	$233

Change Authorization

May 27, 2014
PCR Number 1

Each of us agrees to modify the referenced Statement of Work for "IBM Managed Services for Business Resilience and Continuity Resilience Program Management", RPDE9208, dated September 18, 2008 as follows:

1) The attached "Schedule for IBM Managed Services for Business Resilience and Continuity Resilience Program Management" will be made the active Schedule for the Statement of Work for "IBM Managed Services for Business Resilience and Continuity Resilience Program Management".

Charges: No additional cost will be associated with the services listed in this Change Authorization.

All other terms and conditions remain the same.

We agree to provide the Services described in this Project Change Request/Authorization provided you sign in the space below and indicate your acceptance without modification on or before July 01, 2014.

Each of us agrees that the complete agreement between us about these Services will consist of: 1) this PCR and 2) the referenced Statement of Work and its prior PCRs and 3) the *IBM Customer Agreement* or *IBM Agreement for Services*, as applicable (or any equivalent agreement signed by both of us).

Agreed to: **State of Connecticut**   Agreed to*:* **International Business Machines Corporation**

By: _____   By: _____
            Authorized Signature   Authorized Signature

Date: _____   Date: _____

Name (type or print): _____   Name (type or print): _____

Schedule for IBM Managed Services for Business Resilience and Continuity – Resilience Program Management

The terms of the IBM Customer Agreement (or any equivalent agreement in effect between us) and the *Statement of Work for Services for IBM Managed Services for Business Resilience and Continuity - Resilience Program Management* apply to this transaction.

Customer Name and Address:

    State of Connecticut

    101 East River Drive

    East Hartford, CT 06108-3285

Customer Telephone: _____

IBM Recovery Site Location:

    Sterling Forest, NY

Billing Address:

    State of Connecticut

    Frank Arute Accounts Payable

    101 East River Drive

    East Hartford, CT 06108-3285

Agreement Number: A-99-031

Enterprise Number: 2082000

Customer Number: 2082054

Statement of Work Number: RPDE9208

Contract Period

Contract Period Start Date: October 01, 2008

Contract Period End Date: June 30, 2016

Schedule Number: 002

Revised Schedule (Yes or No): No

Renewal Schedule (Yes or No): Yes

Schedule Effective Date: July 01, 2014

Number of Scheduled Exercises Per Contract Year: two (2)

Charges*:

    (*) The Total Monthly Charge is included in the separate Supplement for Multivendor Information Technology Recovery Services identified by Supplement Number CFT2SWL.

IBM agrees to provide the Services described in the Statement of Work for Services for *IBM Managed Services for Business Resilience and Continuity - Resilience Program Management* provided you accept this Schedule, without modification, by signing in the space provided below on or before July 01, 2014.

Agreed to: **State of Connecticut**

By: _____

               Authorized Signature

Date: _____

Name (type or print): _____

Agreed to*:* **International Business Machines Corporation**

By: _____

               Authorized Signature

Date: _____

Name (type or print): _____

Service Option Attachment	Doc. #	Service Option Details
Recovery Program Design and Execution	7168-00 (sws)	*RPDE9208 - SOA*

System/Server Description	Manufacturer	Model Number	Quantity	Number of Tests per Year	As specified in BCRS Supplement #:
VTS	IBM	3953-VT1	1	2	CFT2SWL
Tape Library	IBM	3584I	1	2	CFT2SWL

	Schedule for IBM Managed Services for Business Resilience and Continuity – Resilience Program Management

The terms of the IBM Customer Agreement (or any equivalent agreement in effect between us) and the *Statement of Work for Services for IBM Managed Services for Business Resilience and Continuity - Resilience Program Management* apply to this transaction.

Customer Name and Address:

    State of Connecticut

    101 East River Drive

    East Hartford, CT 06108-3285

Customer Telephone: _____

IBM Recovery Site Location:

    Sterling Forest, NY

Billing Address:

    State of Connecticut

    165 Capitol Avenue

    5th Floor West

    East Hartford, CT 06106-1659

Agreement Number: A-99-031

Enterprise Number: 2082000

Customer Number: 2082054

Statement of Work Number: RPDE3708

Contract Period

Contract Period Start Date: July 01, 2008

Contract Period End Date: June 30, 2016

Schedule Number: 004

Revised Schedule (Yes or No): No

Renewal Schedule (Yes or No): Yes

Schedule Effective Date: July 01, 2014

Scheduled Test Events per Contract Year: one (1)

Charges:

    Total Monthly Charge*: **$856.00**

(*) The Total Monthly Charge is included in the separate Supplement for Multivendor Information Technology Recovery Services identified by Supplement Number CFT2SXL.

IBM agrees to provide the Services described in the Statement of Work for Services for *IBM Managed Services for Business Resilience and Continuity - Resilience Program Management* provided you accept this Schedule, without modification, by signing in the space provided below on or before July 01, 2014.

Agreed to: **State of Connecticut**

By: _____
             Authorized Signature

Date: _____

Name (type or print): _____

Agreed to: **International Business Machines Corporation**

By: _____
             Authorized Signature

Date: _____

Name (type or print): _____

Service Option Attachment	Doc. #	Service Option Details
Recovery Program Design and Execution	7168-00 (sws)	*RPDE3708 - SOA*

System/Server Description	Quantity	Quantity of VM Instances per ESX	As specified in BCRS Supplement #:
Intel Server ESX	2	2	CFT2SXL

Allocated Skilled Labor Hours

Skill provided	Quantity	Number of hours provided	Hourly rate for mutually agreed upon additional labor
Intel VMware	1	12	$233

<div style="border:1px solid black; padding:10px;">

IBM BUSINESS CONTINUITY & RECOVERY SERVICES

</div>

MULTIVENDOR INFORMATION TECHNOLOGY RECOVERY SERVICES
CONTRACT DOCUMENTS

FOR

STATE OF CONNECTICUT

101 E RIVER DR
EAST HARTFORD, CT 06108-3285

SUBMITTED BY:

Attn: BCRS Contract Operations
IBM Corporation
PO Box 700
Suffern, NY 10901-0700

Supplement Number:	CFTYJ2P
Package ID:	20140603070012
Date Generated:	06/03/2014
This offer is good until:	06/30/2014

Supplement for Business Recovery Services

The terms of the IBM Customer Agreement Attachment for Business Recovery Services (or an equivalent agreement signed by both of us) apply to this transaction.

Customer Name and Address

STATE OF CONNECTICUT
101 E RIVER DR
EAST HARTFORD, CT 06108-3285

IBM Address for Notices:

Attn: BCRS Contract Operations
IBM Corporation
PO Box 700
Suffern, NY 10901-0700

Covered Address:

101 E RIVER DR
EAST HARTFORD, CT 06108-3285

REFERENCE NUMBERS	
State Agreement Number:	
IBM Agreement Number:	2G13808C
Customer:	2082054
Enterprise:	2082000
CONTRACT PERIOD	
Start Date:	07/01/2008
End Date:	06/30/2016
SUPPLEMENT	
Number:	CFTYJ2P
Effective Date:	07/01/2014
Revision (yes/no):	Yes
Renewal (yes/no):	No
Primary Recover Site	
Sterling Forest, NY	

Monthly Charges

Total Monthly Charge:	$876
Minimum Total Monthly Charge:	$876

Recovery Charges

Initial Recovery Charge:	$1,178
Day(s) Included in Initial Recovery Charge:	2
Daily Recovery Charge per day thereafter:	$589
Cold Site Daily Charge:	$175

Recovery Exercise

Initial Contract Period Year 1 – Total Hours:	144
Number of Exercises:	1
Each subsequent twelve-month period – Total Hours:	152
Number of Exercises:	1
Additional Recovery Exercise Time, per 4-hour block:	$300
Additional Recovery Exercise, per Exercise:	$0

Telecommunications

One-Time Charge:	$0
Usage charges are billed separately.	

General

Work area space allocated at time of Event.

In entering into this agreement, you are not relying upon any representation made by or on behalf of IBM that is not specified in the Agreement or the Attachment, including, without limitation, the actual or estimated completion date, number of hours to provide any of the Services, charges to be paid, or the results of any of the Services to be provided under this Attachment.

IBM agrees to provide the Services described in this Supplement provided you accept this Supplement, without modification, by signing in the space below on or before 06/30/2014.

Agreed to:
STATE OF CONNECTICUT

By_____
Authorized signature
Title:
Name (type or print):
Date:
Customer identification number: 2082054

Agreed to:
International Business Machines Corporation

By_____
Authorized signature
Title:
Name (type or print):
Date:
Attachment number: 2G1380

Customer Name: STATE OF CONNECTICUT

Processor type/model: _MULTICPU SUN

Customer Number: 2082054

Total Memory(CPU Memory) N/A

Address: 101 E RIVER DR

Total Disk (for DASD) N/A

EAST HARTFORD, CT 06108-3285

Primary Recovery Site: Sterling Forest, NY

Contract Number: CFTYJ2P.35.1.1

Equipment Configuration

```
Quantity    Type        Model        Product
Or Units                             Description
---------   ----------  ----------   --------------------------------------------
_MULTICPU
    1       _MULTICPU   SUN          Multiple SUN systems
SUN440/BASE[1]
    1       SUN440      BASE         Sun Fire V440
     Two 10/100/1000 BaseT Ethernet, One 10 BaseT Ethernet (n/w mngment)
SUN440/BASE[2]
    1       SUN440      BASE         Sun Fire V440
     Two 10/100/1000 BaseT Ethernet, One 10 BaseT Ethernet (n/w mngment)
Devices
   16       SUN440      1024         1Gb memory increment
    8       SF-440      1280         V440 1.28GHz UltraSPARC
    2       LP9002L     PCI          Emulex 2Gb/s Single FC HBA
   20       SUN         DSK1         Disk Stg Allocation (No Cost)
     100 gigabyte increments of SAN attached, RAID
     protected disk allocated to the SUN configurations
    8       SUN 440     73           SUN V440 Internal 73GB Drive
```

Amendment to the IBM Customer Agreement
for Multivendor Information Technology Recovery Services

> **Applicable Supplement Number(s): All in U.S.**

STATE OF CONNECTICUT ("you") and International Business Machines Corporation ("IBM") agree that the following terms and conditions amend the IBM Customer Agreement for Multivendor Information Technology Recovery Services, specifically for the above Supplement Number(s) as follows:

1. In Section 2 "IBM Responsibilities", at the end of the subsection "Recovery", insert the following one new paragraph:

    <u>Cold Site</u>

    During the period 07/01/2014 through 06/30/2016 and for an Outage Emergency on Subscriptions for Recovery Site based servers (large systems, mid-range systems, open systems, or Intel servers), you may request that IBM provide an alternate site that has UPS-protected electrical power, lighting, air conditioning, and safety and security systems (called a "Cold-Site") for your use following the use of, or in place of using, a Recovery Site. IBM will give you priority access to available Cold-Site space over other customers who subsequently request a Cold-Site. IBM will provide sufficient space for you to install equipment equivalent to the Configuration in your Supplement. In addition to your request for Cold-Site space, you must indicate, in writing, the exact machines you intend to install, along with power specifications, to allow for IBM to complete the fit-up design. Once any final fit-up of the Cold-Site to meet the specifications of your equipment is completed, you may install your own machines, equipment, and network into the Cold-Site. You may use a Cold-Site for up to twelve (12) consecutive months, or as otherwise mutually agreed by the parties. The Cold-Site usage charge is specified in the Supplement.

    and in Section 5 "Charges", at the end of the subsection "Additional Charges", insert the following new paragraph:

    a. charges for any final fit-up of the Cold-Site required to meet the specifications of your specific equipment (i.e., power whips and receptacles, floor cut-outs, security cages, etc). Such charges will be determined when you request a Cold-Site, and must be authorized by you prior to any fit-up being performed;

    b. charges for network usage, or any other telecommunications charges you incur while you are using a Cold-Site;

    c. a charge for each day, or part thereof, IBM makes the Cold-Site available to you after you Declare and request a Cold-Site. Such charge (called "Cold-Site Daily Charge") is specified in the Supplement and will begin when IBM notifies you that the fit-up is complete and the Cold-Site is ready for your use; and

    d. charges incurred by IBM to restore the facility to its original condition, reasonable wear and tear excepted, after your usage of the Cold-Site.

2. In Section 5, "Contract Period", subsection "Termination", after the first and only paragraph, insert the following one new paragraph:

    Notwithstanding the preceding paragraph, during the period of 06/30/2015 through 06/30/2016 and on one (1) months' written notice and payment of an adjustment charge, you may terminate your Subscription(s) before the End Date specified in the then current Supplement(s) for Multivendor Information Technology Recovery Services of such Subscription(s). The adjustment charge will be the sum of the then current Total Monthly Charges of the terminated Supplement(s), multiplied by eight percent (8

3. In Section 5, "Contract Period", subsection "Termination", at the end of the subsection, insert the following new paragraph:

    Notwithstanding the preceding paragraph, during the period of 07/01/2014 through 06/30/2016 and on one (1) months' written notice and payment of an adjustment charge, you may terminate any of your

Subscriptions before the End Date specified in the then current Supplement for Multivendor Information Technology Recovery Services of such Subscription if you develop or acquire an internal backup solution similar to the Multivendor Information Technology Recovery Services IBM provides you. The adjustment charge will be the sum of the then current Total Monthly Charges of the terminated Supplement(s), multiplied by zero percent (0%) multiplied by the number of months, full or partial, remaining until the End Date in the terminated Supplement(s).

4. In Section 5, "Contract Period", subsection "Termination," at the end of the subsection, insert the following new paragraph:

    Notwithstanding the preceding paragraph, during the period of 07/01/2014 through 06/30/2016 and on one (1) months' written notice and payment of an adjustment charge, you may terminate your Subscription before the End Date specified in the then current Supplement for Multivendor Information Technology Recovery Services of such Subscription if you transfer or consolidate more than 50% of the critical application production at the Covered Address to another party, making that party responsible for such application production, provided that such agreement includes provision of recovery services similar to the Multivendor Information Technology Recovery Services IBM provides you under this Agreement. The adjustment charge will be the sum of the then current Total Monthly Charges of the terminated Supplement(s) multiplied by zero percent (0%) multiplied by the number of months, full or partial, remaining until the End Date in the then current Supplement(s).

5. At the end of Section 6 "Charges", insert the following one new subsection:

    Guaranteed Monthly Charges

    Notwithstanding the foregoing, during the period of 07/01/2014 through 06/30/2016, your Total Monthly Charges will be fixed and firm unless you request changes (additions and/or deletions) to a Configuration, in which case IBM will adjust your Total Monthly Charge, subject to the Minimum Total Monthly Charge of the Subscription for which the change is being requested. Any such adjustment will be based on IBM's then current prices for the adjusted item.

    Guaranteed Monthly Charges does not apply to Usage Charges (Initial Recovery Charge, Daily Recovery Charge, Additional Exercise Time Charge, and Cold-Site Daily Charge), Telecommunications Charges (One-Time Charge, Recurring Charge, and Usage Charge), or Temporary Transfer of Configuration Charges (Temporary Transfer of Configuration for Exercise and Temporary Transfer of Configuration for Recovery).

    Under Guaranteed Monthly Charges, unless you make changes, IBM may increase the Total Monthly Charge only at Subscription renewal. If IBM intends to exercise this right, IBM will provide you written notice at least three months before the End Date of the current Contract Period.

If there is a conflict between the terms and conditions of this Amendment and those of 1) the IBM Customer Agreement for Multivendor Information Technology Recovery Services, or its 2) Supplement(s) and any Addendum(a) and Statement(s) of Work, those of this Amendment prevail. Except as modified by this Amendment the terms and conditions of such Amendment, and Supplement(s) and Addendum(a) and Statement(s) of Work for Multivendor Information Technology Recovery Services remain in full force and effect.

Each party acknowledges that it has read this Amendment and any attached Addenda, Supplements, and Statements of Work, understands them, and agrees to be bound by their terms and conditions. Further, both parties agree that the complete agreement between the parties about Multivendor Information Technology Recovery Services will consist of 1) this Amendment including any Addendum(a), Supplement(s), and Statement(s) of Work, and 2) the IBM Customer Agreement for Multivendor Information Technology Recovery Services and 3) its Supplement for Multivendor Information Technology Recovery Services, and other Supplement(s), Addendum(a) and Statement(s) of Work, if any. This statement of the agreement supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to the subject.

Agreed to: Agreed to:
  STATE OF CONNECTICUT   **International Business Machines Corporation**

By_____   By_____
                Authorized signature   Authorized signature
Title: Title:
Name (type or print):   Name (type or print):

Date: Date:

Customer identification number: 2082054   Attachment number: 2G1380

Customer address: IBM address:
  101 E RIVER DR   Attn: BCRS Contract Operations
  EAST HARTFORD, CT 06108-3285   IBM Corporation
                                                         P.O. Box 700
                                                         Suffern, NY 10901-0700

MULTIVENDOR INFORMATION TECHNOLOGY RECOVERY SERVICES
CONTRACT DOCUMENTS

FOR

STATE OF CONNECTICUT

101 E RIVER DR
EAST HARTFORD, CT 06108-3285

SUBMITTED BY:

Attn: BCRS Contract Operations
IBM Corporation
PO Box 700
Suffern, NY 10901-0700

Supplement Number:	CFT2SWL
Package ID:	20140603084641
Date Generated:	06/03/2014
This offer is good until:	06/30/2014

Supplement for Business Recovery Services

The terms of the IBM Customer Agreement Attachment for Business Recovery Services (or an equivalent agreement signed by both of us) apply to this transaction.

Customer Name and Address	**REFERENCE NUMBERS**	
STATE OF CONNECTICUT	State Agreement Number:	
101 E RIVER DR	IBM Agreement Number:	2G13808C
EAST HARTFORD, CT 06108-3285	Customer:	2082054
	Enterprise:	2082000

CONTRACT PERIOD

IBM Address for Notices:

	Start Date:	07/01/2008
Attn: BCRS Contract Operations	End Date:	06/30/2016
IBM Corporation	**SUPPLEMENT**	
PO Box 700		
Suffern, NY 10901-0700	Number:	CFT2SWL
	Effective Date:	07/01/2014
	Revision (yes/no):	Yes
Covered Address:	Renewal (yes/no):	No
101 E RIVER DR	**Primary Recover Site**	
EAST HARTFORD, CT 06108-3285	Sterling Forest, NY	

Monthly Charges

Total Monthly Charge:	$12,643
Minimum Total Monthly Charge:	$10,798

Recovery Charges

Initial Recovery Charge:	$18,246
Day(s) Included in Initial Recovery Charge:	2
Daily Recovery Charge per day thereafter:	$9,148
Cold Site Daily Charge:	$2,529

Recovery Exercise

Initial Contract Period Year 1 – Total Hours:	144
Number of Exercises:	1
Each subsequent twelve-month period – Total Hours:	152
Number of Exercises:	2
Additional Recovery Exercise Time, per 4-hour block:	$3,660
Additional Recovery Exercise, per Exercise:	$0

Telecommunications

One-Time Charge:	$0
Usage charges are billed separately.	

General

Work area space allocated at time of Event.

In entering into this agreement, you are not relying upon any representation made by or on behalf of IBM that is not specified in the Agreement or the Attachment, including, without limitation, the actual or estimated completion date, number of hours to provide any of the Services, charges to be paid, or the results of any of the Services to be provided under this Attachment.

IBM agrees to provide the Services described in this Supplement provided you accept this Supplement, without modification, by signing in the space below on or before 06/30/2014.

Agreed to:
STATE OF CONNECTICUT

Agreed to:
International Business Machines Corporation

By_____
              Authorized signature

By_____
              Authorized signature

Title:

Title:

Name (type or print):

Name (type or print):

Date:

Date:

Customer identification number: 2082054

Attachment number: 2G1380

Customer Name: STATE OF CONNECTICUT

Processor type/model: 2817 701

Customer Number: 2082054

Address: 101 E RIVER DR

EAST HARTFORD, CT 06108-3285

Primary Recovery Site: Sterling Forest, NY

Contract Number: CFT2SWL.55.1.1

Equipment Configuration

```
Quantity    Type         Model        Product
Or Units                              Description
---------   ----------   ----------   --------------------------------------------
2817/701[1]
    1       2817         701          IBM zEnterprise 196
  244       2817         GB1          IBM 2817 Memory - 1st 2817
        Provides 1 GB of processor memory on the first 2817.
    3       2817         IFL          2817 IFL
        Includes one 2817 Integrated Facility for Linux (IFL) or
          one 2817 full capacity Central Processor (CP) available
          for Linux on System z workload.
    1       MAINFRAME    LPAR         LPAR Selection (No cost)
    5       MAINFRAME    VM           VM Guest Selection (No cost)
   27       DSDISK0      FCFN         IBM Disk System
        Includes: 250 GBs of RAID protected Tier 1 IBM
                  disk, with PTC, PAV, HPAV authorization and
                  Fibre Channel and FICON host connectivity
    1       3584I        BASE         IBM 3584 Tape Library
        Includes 3584-L22 with 16 cartridge I/O station,
                  199 cartridge capacity, FC connectivity.
                  Advance Library Management System,
                  Encryption Configuration, Control
                  and Data Path Failover.
    1       3584I        D22          IBM 3584-D22 Tape Storage
        Includes 1 3584-D22 tape storage to 3584I BASE
                  with 360 cartridge capacity.
                  Prerequisite: 3584I BASE configuration
   14       3584I-FC     E05          IBM TS1120 Tape Drive
        Adds one 3592-E05 Fibre Channel tape drive with encryption
         feature to 3584I BASE.
         Prerequisite: 3584I BASE configuration.
         For iSeries use select one 940X/5704 8XX or 940X 5704 5XX
          for each 3584I-FC E05
    1       3590-FCON    E11          IBM 3590 E11 FICON Tape Drive
        Includes: One 3590 E11 tape drive on a 3590 A60 controller with
                  one FICON port per four 3590 E11 drives, and
                  Extended Media Support
    1       3590-FCON    H11          IBM 3590 H11 FICON Tape Drive
        Includes: One 3590 H11 tape drive on a 3590 A60 controller with
                  one FICON port per four 3590 H11 drives.
    2       3592-FCON    E05          IBM TS1120 Tape Drive - E05
        Includes: One 3592 E05 tape drive on a 3592 J70 or 3592 C06
                  controller with one FICON port per two drives, and
                  Encryption feature.
    2       3592-FCON    E06          IBM TS1130 Tape Drive - E06
        Includes: One 3592 E06 tape drive on a 3592 C06
                  controller with one FICON port per two drives, and
                  Encryption feature.
                  or FC connectivity for Open Systems and
                  Wintel server attachment.
```

```
   1     3953A          BASE          IBM 3953 Configuration
        Includes One 3953 F05 frame with two 3953 L05 Library Managers
                and Fibre Channel switch support for up to two
                IBM Virtual Tape Servers.
        Prerequisite: 3953A-VT1 BASE, 3953A-VT2 BASE, and/or 3953A C06
   1     3953A          C06           IBM 3592 C06 Controller
        Adds one 3592 C06 to 3953A BASE.
        Prerequisite: 3953A BASE configuration and
                up to 16 3592 E05 tape drives in a 3584 library.
   1     3953A-VT1      BASE          IBM 3494-B20 VTS
        Adds 3494-B20 Virtual Tape Server to 3953A BASE.
        Includes Advanced Policy Management, 4 FICON ports,
            2592 GB cache using 3:1 compression,
            128 Virtual Tape Drives
        Note: Drives and tape library must be selected separately
        Prerequisite: 3953A BASE configuration.
  10     3270           PC            PC with 3270 emulation
        Personal Computer configuration including a Fast Ethernet port,
        Windows, and TN3270E 3270 terminal emulation software.
        Prerequisite: 2074 Ethernet port with IBM assigned TCP/IP address.
   1     9074           005           Non-SNA 3270 Controller
        Includes: 2 FICON ports and 3 Ethernet ports
        Prerequisite: A "3270 PC" solution is required for local non-SNA
                support.  Support for any other PC connection
                requires a "REMCONS PKG1" solution.
   2     2817OE4        10SR          2817 OSA-Express4S 10 GbE SR
        Includes: One 2817 OSA-Express4S 10 Gigabit Ethernet SR port.
        Maximum of four 2817OE4 10SR supported per 2817 processor.
   3     2817OE4        GBSX          2817 OSA-Express4S GbE SX
        Includes: Two 2817 OSA-Express4S Gigabit Ethernet SX ports.
        Maximum of four 2817OE4 GBSX supported per 2817 processor.
```

Amendment to the IBM Customer Agreement
for Multivendor Information Technology Recovery Services

> **Applicable Supplement Number(s): All in U.S.**

STATE OF CONNECTICUT ("you") and International Business Machines Corporation ("IBM") agree that the following terms and conditions amend the IBM Customer Agreement for Multivendor Information Technology Recovery Services, specifically for the above Supplement Number(s) as follows:

1. In Section 2 "IBM Responsibilities", at the end of the subsection "Recovery", insert the following one new paragraph:

   <u>Cold Site</u>

   During the period 07/01/2014 through 06/30/2016 and for an Outage Emergency on Subscriptions for Recovery Site based servers (large systems, mid-range systems, open systems, or Intel servers), you may request that IBM provide an alternate site that has UPS-protected electrical power, lighting, air conditioning, and safety and security systems (called a "Cold-Site") for your use following the use of, or in place of using, a Recovery Site. IBM will give you priority access to available Cold-Site space over other customers who subsequently request a Cold-Site. IBM will provide sufficient space for you to install equipment equivalent to the Configuration in your Supplement. In addition to your request for Cold-Site space, you must indicate, in writing, the exact machines you intend to install, along with power specifications, to allow for IBM to complete the fit-up design. Once any final fit-up of the Cold-Site to meet the specifications of your equipment is completed, you may install your own machines, equipment, and network into the Cold-Site. You may use a Cold-Site for up to twelve (12) consecutive months, or as otherwise mutually agreed by the parties. The Cold-Site usage charge is specified in the Supplement.

   and in Section 5 "Charges", at the end of the subsection "Additional Charges", insert the following new paragraph:

   a. charges for any final fit-up of the Cold-Site required to meet the specifications of your specific equipment (i.e., power whips and receptacles, floor cut-outs, security cages, etc). Such charges will be determined when you request a Cold-Site, and must be authorized by you prior to any fit-up being performed;

   b. charges for network usage, or any other telecommunications charges you incur while you are using a Cold-Site;

   c. a charge for each day, or part thereof, IBM makes the Cold-Site available to you after you Declare and request a Cold-Site. Such charge (called "Cold-Site Daily Charge") is specified in the Supplement and will begin when IBM notifies you that the fit-up is complete and the Cold-Site is ready for your use; and

   d. charges incurred by IBM to restore the facility to its original condition, reasonable wear and tear excepted, after your usage of the Cold-Site.

2. In Section 5, "Contract Period", subsection "Termination", after the first and only paragraph, insert the following one new paragraph:

   Notwithstanding the preceding paragraph, during the period of 06/30/2015 through 06/30/2016 and on one (1) months' written notice and payment of an adjustment charge, you may terminate your Subscription(s) before the End Date specified in the then current Supplement(s) for Multivendor Information Technology Recovery Services of such Subscription(s). The adjustment charge will be the sum of the then current Total Monthly Charges of the terminated Supplement(s), multiplied by eight percent (8

3. In Section 5, "Contract Period", subsection "Termination", at the end of the subsection, insert the following new paragraph:

   Notwithstanding the preceding paragraph, during the period of 07/01/2014 through 06/30/2016 and on one (1) months' written notice and payment of an adjustment charge, you may terminate any of your

Subscriptions before the End Date specified in the then current Supplement for Multivendor Information Technology Recovery Services of such Subscription if you develop or acquire an internal backup solution similar to the Multivendor Information Technology Recovery Services IBM provides you. The adjustment charge will be the sum of the then current Total Monthly Charges of the terminated Supplement(s), multiplied by zero percent (0%) multiplied by the number of months, full or partial, remaining until the End Date in the terminated Supplement(s).

4. In Section 5, "Contract Period", subsection "Termination," at the end of the subsection, insert the following new paragraph:

Notwithstanding the preceding paragraph, during the period of 07/01/2014 through 06/30/2016 and on one (1) months' written notice and payment of an adjustment charge, you may terminate your Subscription before the End Date specified in the then current Supplement for Multivendor Information Technology Recovery Services of such Subscription if you transfer or consolidate more than 50% of the critical application production at the Covered Address to another party, making that party responsible for such application production, provided that such agreement includes provision of recovery services similar to the Multivendor Information Technology Recovery Services IBM provides you under this Agreement. The adjustment charge will be the sum of the then current Total Monthly Charges of the terminated Supplement(s) multiplied by zero percent (0%) multiplied by the number of months, full or partial, remaining until the End Date in the then current Supplement(s).

5. At the end of Section 6 "Charges", insert the following one new subsection:

Guaranteed Monthly Charges

Notwithstanding the foregoing, during the period of 07/01/2014 through 06/30/2016, your Total Monthly Charges will be fixed and firm unless you request changes (additions and/or deletions) to a Configuration, in which case IBM will adjust your Total Monthly Charge, subject to the Minimum Total Monthly Charge of the Subscription for which the change is being requested. Any such adjustment will be based on IBM's then current prices for the adjusted item.

Guaranteed Monthly Charges does not apply to Usage Charges (Initial Recovery Charge, Daily Recovery Charge, Additional Exercise Time Charge, and Cold-Site Daily Charge), Telecommunications Charges (One-Time Charge, Recurring Charge, and Usage Charge), or Temporary Transfer of Configuration Charges (Temporary Transfer of Configuration for Exercise and Temporary Transfer of Configuration for Recovery).

Under Guaranteed Monthly Charges, unless you make changes, IBM may increase the Total Monthly Charge only at Subscription renewal. If IBM intends to exercise this right, IBM will provide you written notice at least three months before the End Date of the current Contract Period.

If there is a conflict between the terms and conditions of this Amendment and those of 1) the IBM Customer Agreement for Multivendor Information Technology Recovery Services, or its 2) Supplement(s) and any Addendum(a) and Statement(s) of Work, those of this Amendment prevail. Except as modified by this Amendment the terms and conditions of such Amendment, and Supplement(s) and Addendum(a) and Statement(s) of Work for Multivendor Information Technology Recovery Services remain in full force and effect.

Each party acknowledges that it has read this Amendment and any attached Addenda, Supplements, and Statements of Work, understands them, and agrees to be bound by their terms and conditions. Further, both parties agree that the complete agreement between the parties about Multivendor Information Technology Recovery Services will consist of 1) this Amendment including any Addendum(a), Supplement(s), and Statement(s) of Work, and 2) the IBM Customer Agreement for Multivendor Information Technology Recovery Services and 3) its Supplement for Multivendor Information Technology Recovery Services, and other Supplement(s), Addendum(a) and Statement(s) of Work, if any. This statement of the agreement supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to the subject.

Agreed to:	Agreed to:
STATE OF CONNECTICUT	**International Business Machines Corporation**

By_____   By_____
                 Authorized signature   Authorized signature

Title: Title:

Name (type or print):   Name (type or print):

Date: Date:

Customer identification number: 2082054   Attachment number: 2G1380

Customer address: IBM address:
  101 E RIVER DR   Attn: BCRS Contract Operations
  EAST HARTFORD, CT 06108-3285   IBM Corporation
                                           P.O. Box 700
                                           Suffern, NY 10901-0700

MULTIVENDOR INFORMATION TECHNOLOGY RECOVERY SERVICES
CONTRACT DOCUMENTS

FOR

STATE OF CONNECTICUT

101 E RIVER DR
EAST HARTFORD, CT 06108-3285

SUBMITTED BY:

Attn: BCRS Contract Operations
IBM Corporation
PO Box 700
Suffern, NY 10901-0700

Supplement Number:	CFT2SXL
Package ID:	20140603065755
Date Generated:	06/03/2014
This offer is good until:	06/30/2014

Supplement for Business Recovery Services

The terms of the IBM Customer Agreement Attachment for Business Recovery Services (or an equivalent agreement signed by both of us) apply to this transaction.

Customer Name and Address	**REFERENCE NUMBERS**	
STATE OF CONNECTICUT	State Agreement Number:	
101 E RIVER DR	IBM Agreement Number:	2G13808C
EAST HARTFORD, CT 06108-3285	Customer:	2082054
	Enterprise:	2082000

	CONTRACT PERIOD	
IBM Address for Notices:	Start Date:	07/01/2008
Attn: BCRS Contract Operations	End Date:	06/30/2016
IBM Corporation	**SUPPLEMENT**	
PO Box 700	Number:	CFT2SXL
Suffern, NY 10901-0700	Effective Date:	07/01/2014
	Revision (yes/no):	Yes
	Renewal (yes/no):	No
Covered Address:	**Primary Recover Site**	
101 E RIVER DR	Sterling Forest, NY	
EAST HARTFORD, CT 06108-3285		

Monthly Charges		
	Total Monthly Charge:	$11,262
	Minimum Total Monthly Charge:	$9,573
Recovery Charges		
	Initial Recovery Charge:	$15,447
	Day(s) Included in Initial Recovery Charge:	2
	Daily Recovery Charge per day thereafter:	$7,723
	Cold Site Daily Charge:	$2,236
Recovery Exercise		
	Initial Contract Period Year 1 – Total Hours:	144
	Number of Exercises:	1
	Each subsequent twelve-month period – Total Hours:	152
	Number of Exercises:	1
	Additional Recovery Exercise Time, per 4-hour block:	$3,090
	Additional Recovery Exercise, per Exercise:	$0
Telecommunications		
	One-Time Charge:	$0
	Usage charges are billed separately.	
General		
	Work area space allocated at time of Event.	

In entering into this agreement, you are not relying upon any representation made by or on behalf of IBM that is not specified in the Agreement or the Attachment, including, without limitation, the actual or estimated completion date, number of hours to provide any of the Services, charges to be paid, or the results of any of the Services to be provided under this Attachment.

IBM agrees to provide the Services described in this Supplement provided you accept this Supplement, without modification, by signing in the space below on or before 06/30/2014.

Agreed to:
STATE OF CONNECTICUT

Agreed to:
International Business Machines Corporation

By_____

Authorized signature

Title:

Name (type or print):

Date:

Customer identification number: 2082054

By_____

Authorized signature

Title:

Name (type or print):

Date:

Attachment number: 2G1380

Customer Name: STATE OF CONNECTICUT

	Processor type/model: CLIENTSRV CPU
Customer Number: 2082054	Total Memory(CPU Memory) N/A
Address: 101 E RIVER DR	Total Disk (for DASD) N/A
EAST HARTFORD, CT 06108-3285	

Primary Recovery Site: Sterling Forest, NY

Contract Number: CFT2SXL.71.1.1

Equipment Configuration

```
Quantity    Type        Model        Product
Or Units                             Description
---------   ----------  ----------   ---------------------------------------------
CLIENTSRV/CPU[1]
    1       CLIENTSRV   CPU          Client Server CPU
    1       HP8150DN    PRT          HP 8150 L'Jet 32MB & Ethernet
            Hewlett Packard 8150DN Laser Printer
            Features:  32 PPM, Duplex Unit, 1 HDD, 32MB RAM,
            and ethernet.
            Printer Languages: HP PCL 6, HP PCL 5e, PostScriptC9 Level 3
                               emulation, Printer Job Language (PJL),
                               Printer Management Language (PML)
            Typefaces:  45 scalable TrueType, 35 PostScriptC9
    1       ISDN/BANO   PRI          Verizon ISDN/PRI
    1       TR1034P24   T1           Brooktrout TR1034-P24H+T1 fax
        Brooktrout TR1034-P24H-T1 Digital, 24 port, PCI Fax/Voice Card
        Fax Specifications:
        - ITU T.30; Group 3
        - V.17, V.29, V.27ter, V.21, V.34 modulation
        - Up to 33.6Kbps with auto fallback
        Requires T1 (selected elsewhere) configured as either:
        - T1 robbed bit: E&M (wink and immediate) - This is a T1 of
          24 trunks with DID numbers pointing to it.
        - ISDN PRI: N.A. ETSI - this will provide 23 trunks and has
          DID numbers pointing to it.
    1       HPDL580B    BASE         HP Server DL580B MP-3.0 DC
        Item:     HP Proliant DL580 G4
        Includes: 4 Way SMP Architecture,1 Intel 3Ghz Xeon Proc- Dual Core
                  2GB Memory,1 146 GB SCSI Hard Drive
                  DVD-ROM Drive, Dual onboard 10/100/1000 Ethernet Adapter
                  1 HP P400 SAS Array Controller,USB support
    3       HPDL580C    BASE         HP Server DL580C -3.4Ghz DC
        Item:     HP Proliant DL580 G4
        Includes: 4 Way SMP Architecture,1 Intel 3.4Ghz Xeon Proc-Dual Core
                  4GB Memory,1 146 GB SCSI Hard Drive
                  DVD-ROM Drive,Dual onboard 10/100/1000 Ethernet Adapter
                  1 HP P400 SAS Array Controller,USB support
    9       HPDL580C    MEM1         Add'l HPDL580C 4GB Memory
    5       HPDL580D    BASE         HP Server DL580D -2.93Ghz QC
        Item:     HP Proliant DL580 G5
        Includes: 4 Way SMP Architecture,1 Intel 2.93Ghz Xeon Proc-Quad Core
                  4GB Memory,1 146 GB SCSI Hard Drive
                  DVD-ROM Drive,Dual onboard 10/100/1000 Ethernet Adapter
                  1 HP P400i SAS Array Controller,USB support
  155       HPDL580D    MEM1         Add'l HPDL580D 4GB Memory
   15       HPDL580D    PRC1         Add'l HPDL580D 2.93Ghz Prc QC
    5       HPDL580E    BASE         HP Server DL580E -2.67Ghz HC
        Item:     HP Proliant DL580 G5
        Includes: 4 Way SMP Architecture,1 Intel 2.67Ghz Xeon Proc-Hex Core
                  4GB Memory,1 146 GB SAS Hard Drive
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                   DVD-ROM Drive,Dual onboard 10/100/1000 Ethernet Adapter
                   1 HP P400i SAS Array Controller,USB support
   5    HPDL580E    MEM1          Add'l HPDL580E 4GB Memory
  21    IBMX3850A   BASE          IBM Server x3850A MP3.3Ghz DC
     Item:     IBM x3850 Server - Dual Core
     Includes: PCI-X and PCI-Express Architecture (6 Slots)
                   1 Intel 3.3Ghz Xeon MP Processor
                   2 GB Memory,1 73.4 GB SCSI Hard Drive
                   DVD Drive,1 Dual Integrated 10/100/1000MB Ethernet Adapter
                   1 IBM SAS Array Controller,USB support
  43    IBMX3850A   MEM1          Add'l IBMx3850A 2 GB Memory
  22    IBMX3850A   PRC1          Add'l IBMx3850A-3.3Ghz Proc
  40    PCOPT FC    146G          CPQ/HP Server 146G Hard Drive
   3    PCOPT FC    73G1          CPQ/HP Server 72.8 Hard Drive
         Compaq/HP 72.8GB SCSI Hard Drive
         For use with the Compaq/HP Proliant Servers ONLY
  44    PCOPT FC    73G2          IBM Server 73.4 Hard Drive
  14    PCOPT FC    ETH4          Quad Port PCI-Xpress ETH Adp
         Intel Pro 1000 PT
         Quad Port 10/100/1000 PCI Ethernet Adapter
  11    PCOPT FC    FC10          Emulex LP11002 PCI-Xpress FC
         Emulex LP1102 - Dual Port fiber adapter
   9    PCOPT FC    FC15          Emulex LP12002 PCI-Xpress FC
         Emulex LP12002 - Dual Port PCI-Express fiber adapter
  10    PCWS-266Q   PKGA          QC-2.66Ghz Desktop W/Wkspace
     Includes workspace equipped with a PC and voice services
     Includes: Intel Core 2 Quad 2.66Ghz Processor
                   2GB Memory
                   250GB SATA Hard Drive
                   1 DVD-ROM
                   Color Monitor W/20" viewable screen size
                   Monitor supports 1600x1200 resolution and
                   1000:1 contrast ratio
                   Keyboard and Mouse
                   Gigabit Ethernet Adapter
                   USB Ports
     Includes the preloading of a supported customer hard drive
              image.
     Voice services for Call Centers and individuals
     Includes:
     - Voicemail
     - Interactive information and employee status service
     - Automatic Call Distribution
       * The answering and queuing of incoming calls
       * The creation and use of preprogrammed and stored call flow
         scripts that make use of Automatic Call Distribution,
         skills based routing, Interactive Voice Response functions,
         and DID redirection to deliver calls to agents and
         non agents.
       * Agent recording for up to 288 simultaneous agents.
       * Interactive supervisor capabilities
       * Real time data and historical reporting
       * There is a $265 per hour charge to create scripts and to
         modify existing scripts.
  10    PRELOAD     PC1           OS Preload For Desktop PC
     Includes: The pre-loading of a supported operating
                   system for desktop PCs as follows:
                   Microsoft Windows XP, Microsoft Windows 2000 Professional
                   Microsoft Windows Vista Enterprise, Microsoft Windows 7
                   Refer to associated amendment for Preload Services
  40    PRELOAD     SR1           OS Preload For Intel Server
     Operating Systems (OS) supported for Preload:
     Win Server 2003 Standard & Enterprise Edition 32/64 R2
     Win Server 2008 Standard & Enterprise 32/64 Bit (Full Installation)
     Win Server 2008 Standard & Enterprise 64 Bit (Full Installation) R2
     Win Server 2012 Standard and Enterprise 64 Bit (Full Installation)
```

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       VMWare ESX 2.5.x, 3.0.x, 3.5.x; vSphere 4.x; ESXi 4.x, 5.x
       Refer to associated amendment for Preload Services
59     QSSRVSP     000            Space For Quick Ship Server
    Includes: Work area and power for server equipment.
              Setup support to unpack, connect power, keyboard,
              and LAN cabling.
              Removal support to disconnect, de-install, and
              re-pack quickship server/peripheral equipment
              shipped to an IBM Recovery Center.
```

Class A, N, and/or R Equipment

Note: Recovery Daily Charges and Test Daily Charges for Class A, N, and/or R Equipment are in addition to those charges specified elsewhere in this Supplement.

```
Quote Reference Number:   RRS-031314-IBM-SOC-01
Delivery within 24 - 48 Hours
Item 1
Dell Power Edge 2650 Server
Dual 2.4 GHz Xeon Processors
2 GB RAM
PERC 3 Array Controller (On-Board)
584 GB Physical Hard Drive Space (146 x 4)
CD-ROM
(2) 10/100/1000 NIC (On-Board)
         Test Daily Charge =33.00 per day per unit
      Recovery Daily Charge =33.00 per day per unit
*************************************************************************
Item 2
Dell Power Edge 2850 Server
Dual 3.6 GHz Xeon Processors
2 GB RAM
PERC 4 Array Controller (On-Board)
730 GB Physical Hard Drive Space (146 x 5)
CD-ROM
(2) 10/100/1000 NIC (On-Board)
         Test Daily Charge =33.00 per day per unit
      Recovery Daily Charge =33.00 per day per unit
*************************************************************************
Item 3
Dell Power Edge 2950 Server
Dual 2.33 GHz Quad Core Xeon Processors
4 GB RAM
PERC 5 Array Controller (On-Board)
730 GB Physical Hard Drive Space (146 x 5)
DVD/CD-RW
(4) USB 2.0 Ports (On-Board)
(2) 10/100/1000 NIC (On-Board)
         Test Daily Charge =50.00 per day per unit
      Recovery Daily Charge =50.00 per day per unit
*************************************************************************
Item 4
HP DL 580 G3 Server
Quad 3.0 GHz Xeon Processors
12 GB RAM
SMART 6i RAID Controller (On-Board)
576 GB Physical Hard Drive Space (146 x 4)
VHDCI SCSI Port (on-board)
DVD-ROM
(3) USB 2.0 ports (onboard)
(2) 10/100/1000 Ethernet Ports (On-Board)
HP StorageWorks 4314 Storage Enclosure
1314 GB Physical Hard Drive Space (146 x 9)
SCSI Connection
         Test Daily Charge =57.00 per day per unit
      Recovery Daily Charge =57.00 per day per unit
*************************************************************************
Item 5
Dell Power Edge 2950 Server
Dual 2.33 GHz Quad Core Xeon Processors
4 GB RAM
PERC 5 Array Controller (On-Board)
219 GB Physical Hard Drive Space (73 x 3)
DVD/CD-RW
(4) USB 2.0 Ports (On-Board)
```

```
(2) 10/100/1000 NIC (On-Board)
          Test Daily Charge =50.00 per day per unit
       Recovery Daily Charge =50.00 per day per unit
****************************************************************************
Item 6
*Dell Power Edge 2950 Server
Dual 2.33 GHz Quad Core Xeon Processors
8 GB RAM
PERC 5 Array Controller (On-Board)
1800 GB Physical Hard Drive Space (300 x 6)
DVD/CD-RW
(4) USB 2.0 Ports (On-Board)
(2) 10/100/1000 NIC (On-Board)
          Test Daily Charge =58.00 per day per unit
       Recovery Daily Charge =58.00 per day per unit
* HARDOUT
****************************************************************************
Item 7
*Dell Power Edge 2950 Server
Dual 2.33 GHz Quad Core Xeon Processors
32 GB RAM
PERC 5 Array Controller (On-Board)
1800 GB Physical Hard Drive Space (300 x 6)
DVD/CD-RW
(4) USB 2.0 Ports (On-Board)
(2) 10/100/1000 NIC (On-Board)
Rail Kit
          Test Daily Charge =177.00 per day per unit
       Recovery Daily Charge =177.00 per day per unit
* HARDOUT
****************************************************************************
Item 8
Keyboard, Mouse, Monitor
          Test Daily Charge =2.00 per day per unit
       Recovery Daily Charge =2.00 per day per unit
****************************************************************************
```

Amendment to the IBM Customer Agreement
for Multivendor Information Technology Recovery Services

Applicable Supplement Number(s): All in U.S.

STATE OF CONNECTICUT ("you") and International Business Machines Corporation ("IBM") agree that the following terms and conditions amend the IBM Customer Agreement for Multivendor Information Technology Recovery Services, specifically for the above Supplement Number(s) as follows:

1. In Section 2 "IBM Responsibilities", at the end of the subsection "Recovery", insert the following one new paragraph:

    Cold Site

    During the period 07/01/2014 through 06/30/2016 and for an Outage Emergency on Subscriptions for Recovery Site based servers (large systems, mid-range systems, open systems, or Intel servers), you may request that IBM provide an alternate site that has UPS-protected electrical power, lighting, air conditioning, and safety and security systems (called a "Cold-Site") for your use following the use of, or in place of using, a Recovery Site. IBM will give you priority access to available Cold-Site space over other customers who subsequently request a Cold-Site. IBM will provide sufficient space for you to install equipment equivalent to the Configuration in your Supplement. In addition to your request for Cold-Site space, you must indicate, in writing, the exact machines you intend to install, along with power specifications, to allow for IBM to complete the fit-up design. Once any final fit-up of the Cold-Site to meet the specifications of your equipment is completed, you may install your own machines, equipment, and network into the Cold-Site. You may use a Cold-Site for up to twelve (12) consecutive months, or as otherwise mutually agreed by the parties. The Cold-Site usage charge is specified in the Supplement.

    and in Section 5 "Charges", at the end of the subsection "Additional Charges", insert the following new paragraph:

    a. charges for any final fit-up of the Cold-Site required to meet the specifications of your specific equipment (i.e., power whips and receptacles, floor cut-outs, security cages, etc). Such charges will be determined when you request a Cold-Site, and must be authorized by you prior to any fit-up being performed;

    b. charges for network usage, or any other telecommunications charges you incur while you are using a Cold-Site;

    c. a charge for each day, or part thereof, IBM makes the Cold-Site available to you after you Declare and request a Cold-Site. Such charge (called "Cold-Site Daily Charge") is specified in the Supplement and will begin when IBM notifies you that the fit-up is complete and the Cold-Site is ready for your use; and

    d. charges incurred by IBM to restore the facility to its original condition, reasonable wear and tear excepted, after your usage of the Cold-Site.

2. In Section 5, "Contract Period", subsection "Termination", after the first and only paragraph, insert the following one new paragraph:

    Notwithstanding the preceding paragraph, during the period of 06/30/2015 through 06/30/2016 and on one (1) months' written notice and payment of an adjustment charge, you may terminate your Subscription(s) before the End Date specified in the then current Supplement(s) for Multivendor Information Technology Recovery Services of such Subscription(s). The adjustment charge will be the sum of the then current Total Monthly Charges of the terminated Supplement(s), multiplied by eight percent (8

3. In Section 5, "Contract Period", subsection "Termination", at the end of the subsection, insert the following new paragraph:

    Notwithstanding the preceding paragraph, during the period of 07/01/2014 through 06/30/2016 and on one (1) months' written notice and payment of an adjustment charge, you may terminate any of your

Subscriptions before the End Date specified in the then current Supplement for Multivendor Information Technology Recovery Services of such Subscription if you develop or acquire an internal backup solution similar to the Multivendor Information Technology Recovery Services IBM provides you. The adjustment charge will be the sum of the then current Total Monthly Charges of the terminated Supplement(s), multiplied by zero percent (0%) multiplied by the number of months, full or partial, remaining until the End Date in the terminated Supplement(s).

4. In Section 5, "Contract Period", subsection "Termination," at the end of the subsection, insert the following new paragraph:

Notwithstanding the preceding paragraph, during the period of 07/01/2014 through 06/30/2016 and on one (1) months' written notice and payment of an adjustment charge, you may terminate your Subscription before the End Date specified in the then current Supplement for Multivendor Information Technology Recovery Services of such Subscription if you transfer or consolidate more than 50% of the critical application production at the Covered Address to another party, making that party responsible for such application production, provided that such agreement includes provision of recovery services similar to the Multivendor Information Technology Recovery Services IBM provides you under this Agreement. The adjustment charge will be the sum of the then current Total Monthly Charges of the terminated Supplement(s) multiplied by zero percent (0%) multiplied by the number of months, full or partial, remaining until the End Date in the then current Supplement(s).

5. At the end of Section 6 "Charges", insert the following one new subsection:

Guaranteed Monthly Charges

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Under Guaranteed Monthly Charges, unless you make changes, IBM may increase the Total Monthly Charge only at Subscription renewal. If IBM intends to exercise this right, IBM will provide you written notice at least three months before the End Date of the current Contract Period.

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Each party acknowledges that it has read this Amendment and any attached Addenda, Supplements, and Statements of Work, understands them, and agrees to be bound by their terms and conditions. Further, both parties agree that the complete agreement between the parties about Multivendor Information Technology Recovery Services will consist of 1) this Amendment including any Addendum(a), Supplement(s), and Statement(s) of Work, and 2) the IBM Customer Agreement for Multivendor Information Technology Recovery Services and 3) its Supplement for Multivendor Information Technology Recovery Services, and other Supplement(s), Addendum(a) and Statement(s) of Work, if any. This statement of the agreement supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to the subject.

Agreed to: Agreed to:
 STATE OF CONNECTICUT   **International Business Machines Corporation**

By_____   By_____
           Authorized signature   Authorized signature
Title: Title:
Name (type or print):   Name (type or print):

Date: Date:

Customer identification number: 2082054   Attachment number: 2G1380

Customer address: IBM address:
 101 E RIVER DR   Attn: BCRS Contract Operations
 EAST HARTFORD, CT 06108-3285   IBM Corporation
                                                                    P.O. Box 700
                                                                    Suffern, NY 10901-0700

**MULTIVENDOR INFORMATION TECHNOLOGY RECOVERY SERVICES
CONTRACT DOCUMENTS**

FOR

STATE OF CONNECTICUT

**101 E RIVER DR
EAST HARTFORD, CT 06108-3285**

SUBMITTED BY:

**Attn: BCRS Contract Operations
IBM Corporation
PO Box 700
Suffern, NY 10901-0700**

Supplement Number:	CFTNHYF
Package ID:	20140603065600
Date Generated:	06/03/2014
This offer is good until:	06/30/2014

Supplement for Business Recovery Services

The terms of the IBM Customer Agreement Attachment for Business Recovery Services (or an equivalent agreement signed by both of us) apply to this transaction.

Customer Name and Address

STATE OF CONNECTICUT
101 E RIVER DR
EAST HARTFORD, CT 06108-3285

IBM Address for Notices:

Attn: BCRS Contract Operations
IBM Corporation
PO Box 700
Suffern, NY 10901-0700

Covered Address:

101 E RIVER DR
EAST HARTFORD, CT 06108-3285

REFERENCE NUMBERS	
State Agreement Number:	
IBM Agreement Number:	2G13808C
Customer:	2082054
Enterprise:	2082000
CONTRACT PERIOD	
Start Date:	02/01/2011
End Date:	06/30/2016
SUPPLEMENT	
Number:	CFTNHYF
Effective Date:	07/01/2014
Revision (yes/no):	Yes
Renewal (yes/no):	No
Primary Recover Site	
Sterling Forest, NY	

Monthly Charges

Total Monthly Charge:	$4,005
Minimum Total Monthly Charge:	$3,404

Recovery Charges

Initial Recovery Charge:	$5,556
Day(s) Included in Initial Recovery Charge:	2
Daily Recovery Charge per day thereafter:	$2,778

Recovery Exercise

Initial Contract Period Year 1 – Total Hours:	0
Number of Exercises:	0
Each subsequent twelve-month period – Total Hours:	0
Number of Exercises:	0
Additional Recovery Exercise Time, per 4-hour block:	$500
Additional Recovery Exercise, per Exercise:	$0

Telecommunications

One-Time Charge:	$0
Usage charges are billed separately.	

General

Work area space allocated at time of Event.

In entering into this agreement, you are not relying upon any representation made by or on behalf of IBM that is not specified in the Agreement or the Attachment, including, without limitation, the actual or estimated completion date, number of hours to provide any of the Services, charges to be paid, or the results of any of the Services to be provided under this Attachment.

IBM agrees to provide the Services described in this Supplement provided you accept this Supplement, without modification, by signing in the space below on or before 06/30/2014.

Agreed to:
STATE OF CONNECTICUT

Agreed to:
International Business Machines Corporation

By_____
Authorized signature

By_____
Authorized signature

Title:

Title:

Name (type or print):

Name (type or print):

Date:

Date:

Customer identification number: 2082054

Attachment number: 2G1380

Customer Name: STATE OF CONNECTICUT

Processor type/model: NULLCPU STOR

Customer Number: 2082054

Address: 101 E RIVER DR

EAST HARTFORD, CT 06108-3285

Primary Recovery Site: Sterling Forest, NY

Contract Number: CFTNHYF.14.1.1

Equipment Configuration

```
Quantity    Type        Model        Product
Or Units                             Description
---------   ----------- ----------   --------------------------------------------
NULLCPU/STOR[1]
    1       NULLCPU     STOR         Enterprise Disk & Tape Storag
  368       SANDISK1    FC           250 GBs  FC SAN Disk
        Includes: 250 GBs of RAID protected Tier 1 disk capacity
          with Fibre Channel connectivity.
          BCRS technicians will manage and configure the
          connectivity and logical configurations.
```

Amendment to the IBM Customer Agreement
for Multivendor Information Technology Recovery Services

Applicable Supplement Number(s): All in U.S.

STATE OF CONNECTICUT ("you") and International Business Machines Corporation ("IBM") agree that the following terms and conditions amend the IBM Customer Agreement for Multivendor Information Technology Recovery Services, specifically for the above Supplement Number(s) as follows:

1. In Section 2, "IBM Responsibilities", after the subsection "Recovery Exercise Time", insert the following new subsection:

    Smaller Test Configuration

    Because you have agreed to conduct Recovery Exercises on a smaller Configuration than the Configuration IBM provides for Recovery in exchange for reduced Monthly Charges, IBM uses an additional Supplement for Multivendor Information Technology Recovery Services, controlled by a different Supplement Number, to administer the smaller Test Configuration. Under this arrangement:

    a. Recovery Supplement Number CFTNHYF and Exercise Supplement Number CFT2SYL form a single Subscription;

    b. the Configuration IBM provides during:

        (1) Recovery Exercise Time will be based on what is specified in the Supplement you designate when you schedule the Exercise;

        (2) Recovery will be based on what is specified in the Recovery Supplement;

    c. the annual Recovery Exercise Time Allowance is specified in each Supplement;

    d. all Charges are specified in the Recovery Supplement Number; and

    e. any changes you request to the Exercise Supplement may result in an adjustment to the Charges in the Recovery Supplement. In such case, IBM will issue you revised Supplements for Multivendor Information Technology Recovery Services to reflect the changes and adjustment in Charges.

2. In Section 5, "Contract Period", subsection "Termination", after the first and only paragraph, insert the following one new paragraph:

    Notwithstanding the preceding paragraph, during the period of 06/30/2015 through 06/30/2016 and on one (1) months' written notice and payment of an adjustment charge, you may terminate your Subscription(s) before the End Date specified in the then current Supplement(s) for Multivendor Information Technology Recovery Services of such Subscription(s). The adjustment charge will be the sum of the then current Total Monthly Charges of the terminated Supplement(s), multiplied by eight percent (8

3. In Section 5, "Contract Period", subsection "Termination", at the end of the subsection, insert the following new paragraph:

    Notwithstanding the preceding paragraph, during the period of 07/01/2014 through 06/30/2016 and on one (1) months' written notice and payment of an adjustment charge, you may terminate any of your Subscriptions before the End Date specified in the then current Supplement for Multivendor Information Technology Recovery Services of such Subscription if you develop or acquire an internal backup solution similar to the Multivendor Information Technology Recovery Services IBM provides you. The adjustment charge will be the sum of the then current Total Monthly Charges of the terminated Supplement(s), multiplied by zero percent (0%) multiplied by the number of months, full or partial, remaining until the End Date in the terminated Supplement(s).

4. In Section 5, "Contract Period", subsection "Termination," at the end of the subsection, insert the following new paragraph:

    Notwithstanding the preceding paragraph, during the period of 07/01/2014 through 06/30/2016 and on one (1) months' written notice and payment of an adjustment charge, you may terminate your Subscription before the End Date specified in the then current Supplement for Multivendor Information

Technology Recovery Services of such Subscription if you transfer or consolidate more than 50% of the critical application production at the Covered Address to another party, making that party responsible for such application production, provided that such agreement includes provision of recovery services similar to the Multivendor Information Technology Recovery Services IBM provides you under this Agreement. The adjustment charge will be the sum of the then current Total Monthly Charges of the terminated Supplement(s) multiplied by zero percent (0%) multiplied by the number of months, full or partial, remaining until the End Date in the then current Supplement(s).

5. At the end of Section 6 "Charges", insert the following one new subsection:

   Guaranteed Monthly Charges

   Notwithstanding the foregoing, during the period of 07/01/2014 through 06/30/2016, your Total Monthly Charges will be fixed and firm unless you request changes (additions and/or deletions) to a Configuration, in which case IBM will adjust your Total Monthly Charge, subject to the Minimum Total Monthly Charge of the Subscription for which the change is being requested. Any such adjustment will be based on IBM's then current prices for the adjusted item.

   Guaranteed Monthly Charges does not apply to Usage Charges (Initial Recovery Charge, Daily Recovery Charge, Additional Exercise Time Charge, and Cold-Site Daily Charge), Telecommunications Charges (One-Time Charge, Recurring Charge, and Usage Charge), or Temporary Transfer of Configuration Charges (Temporary Transfer of Configuration for Exercise and Temporary Transfer of Configuration for Recovery).

   Under Guaranteed Monthly Charges, unless you make changes, IBM may increase the Total Monthly Charge only at Subscription renewal. If IBM intends to exercise this right, IBM will provide you written notice at least three months before the End Date of the current Contract Period.

If there is a conflict between the terms and conditions of this Amendment and those of 1) the IBM Customer Agreement for Multivendor Information Technology Recovery Services, or its 2) Supplement(s) and any Addendum(a) and Statement(s) of Work, those of this Amendment prevail. Except as modified by this Amendment the terms and conditions of such Amendment, and Supplement(s) and Addendum(a) and Statement(s) of Work for Multivendor Information Technology Recovery Services remain in full force and effect.

Each party acknowledges that it has read this Amendment and any attached Addenda, Supplements, and Statements of Work, understands them, and agrees to be bound by their terms and conditions. Further, both parties agree that the complete agreement between the parties about Multivendor Information Technology Recovery Services will consist of 1) this Amendment including any Addendum(a), Supplement(s), and Statement(s) of Work, and 2) the IBM Customer Agreement for Multivendor Information Technology Recovery Services and 3) its Supplement for Multivendor Information Technology Recovery Services, and other Supplement(s), Addendum(a) and Statement(s) of Work, if any. This statement of the agreement supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to the subject.

Agreed to: Agreed to:
STATE OF CONNECTICUT   **International Business Machines Corporation**

By_____   By_____
          Authorized signature   Authorized signature
Title: Title:
Name (type or print):   Name (type or print):

Date: Date:

Customer identification number: 2082054   Attachment number: 2G1380

Customer address: IBM address:
 101 E RIVER DR   Attn: BCRS Contract Operations
 EAST HARTFORD, CT 06108-3285   IBM Corporation
                                                      P.O. Box 700
                                                      Suffern, NY 10901-0700

IBM BUSINESS CONTINUITY & RECOVERY SERVICES

MULTIVENDOR INFORMATION TECHNOLOGY RECOVERY SERVICES
CONTRACT DOCUMENTS

FOR

STATE OF CONNECTICUT

**101 E RIVER DR
EAST HARTFORD, CT 06108-3285**

SUBMITTED BY:

**Attn: BCRS Contract Operations
IBM Corporation
PO Box 700
Suffern, NY 10901-0700**

Supplement Number:	CFTF0SC
Package ID:	20140603092909
Date Generated:	06/03/2014
This offer is good until:	06/30/2014

Supplement for Business Recovery Services

The terms of the IBM Customer Agreement Attachment for Business Recovery Services (or an equivalent agreement signed by both of us) apply to this transaction.

Customer Name and Address	**REFERENCE NUMBERS**

Customer Name and Address
STATE OF CONNECTICUT
101 E RIVER DR
EAST HARTFORD, CT 06108-3285

REFERENCE NUMBERS
State Agreement Number:
IBM Agreement Number: 2G13808C
Customer: 2082054
Enterprise: 2082000

CONTRACT PERIOD
Start Date: 07/01/2008
End Date: 06/30/2016

IBM Address for Notices:
Attn: BCRS Contract Operations
IBM Corporation
PO Box 700
Suffern, NY 10901-0700

SUPPLEMENT
Number: CFTF0SC
Effective Date: 07/01/2014
Revision (yes/no): Yes
Renewal (yes/no): No

Covered Address:
101 E RIVER DR
EAST HARTFORD, CT 06108-3285

Primary Recover Site
Sterling Forest, NY

Monthly Charges

Total Monthly Charge:	$8,532
Minimum Total Monthly Charge:	$7,252

Recovery Charges

Initial Recovery Charge:	$17,134
Day(s) Included in Initial Recovery Charge:	2
Daily Recovery Charge per day thereafter:	$8,567

Recovery Exercise

Initial Contract Period Year 1 – Total Hours:	144
Number of Exercises:	1
Each subsequent twelve-month period – Total Hours:	152
Number of Exercises:	1
Additional Recovery Exercise Time, per 4-hour block:	$2,045
Additional Recovery Exercise, per Exercise:	$0

Telecommunications

One-Time Charge:	$0
Usage charges are billed separately.	

General

Work area space allocated at time of Event.

In entering into this agreement, you are not relying upon any representation made by or on behalf of IBM that is not specified in the Agreement or the Attachment, including, without limitation, the actual or estimated completion date, number of hours to provide any of the Services, charges to be paid, or the results of any of the Services to be provided under this Attachment.

IBM agrees to provide the Services described in this Supplement provided you accept this Supplement, without modification, by signing in the space below on or before 06/30/2014.

Agreed to:
STATE OF CONNECTICUT

Agreed to:
International Business Machines Corporation

By_____
        Authorized signature

By_____
        Authorized signature

Title:

Title:

Name (type or print):

Name (type or print):

Date:

Date:

Customer identification number: 2082054

Attachment number: 2G1380

Customer Name: STATE OF CONNECTICUT

Processor type/model: NULLCPU NET

Customer Number: 2082054

Total Memory(CPU Memory) N/A

Address: 101 E RIVER DR

Total Disk (for DASD) N/A

EAST HARTFORD, CT 06108-3285

Primary Recovery Site: Sterling Forest, NY

Contract Number: CFTF0SC.37.2.1

Equipment Configuration

```
Quantity    Type        Model       Product
Or Units                            Description
---------   ----------  ----------  --------------------------------------------
Network
    1       NULLCPU     NET         Empty CPU, Network
    1       CEXT/STCT   600M        600M ETH Circ Ext to COE
        Includes: Extension of Dedicated 150M Ethernet Circuit for
                  State of Connecticut to customer owned equipment (COE)
        Note: Client will provide, or provide for:
                - Circuit termination equipment (Router, Mux Etc.)
                - Dedicated Circuit to IBM demarc
    1       INT/ADDR    125         Additional IP Addresses
        Includes: - IBM will provide 96 additional publicly routable
                    IP addresses for use with Internet Access Services.
                  - Along with the 29 IP addresses included in the
                    Internet bandwidth entry. The total number of IP
                    addresses provided comes to 125.
                  - Must subscribe to Internet bandwidth.
                  - These addresses use shared resources available to
                    customers at all IBM provided facilities in the U.S.
                  - These addresses may change from event to event.
                  - Available for recovery exercise or outage emergency
                    only.
    1       INT/ADDR    DHCP        DHCP Service For Internet
        Includes: - DHCP (Dynamic Host Control Protocol) server
                    configured on the BCRS Internet router
                    providing dynamic IP address assignment of the IBM
                    provided IP address range OR customer provided IP
                    address range
                  - Requires Internet bandwidth
        Notes: o Private IP addressing is NOT supported!
               o Customer provided IP address range requires appropriate
                 IP redirect entry (e.g. INT/MM GNRC)
    1       INT/CUST    IP          Customer Provided IP Address
        Includes: - Customer provided IP addresses routed to the IBM
                    provided recovery facility
                  - Coordination with a mutually agreed upon Internet
                    Service Provider (ISP) for re-direction of Internet
                    traffic to the IBM recovery facility.
                  - ISP and bandwidth must be selected separately
                    using the INT/MM <ISP> entry.
        Notes:
          - This Internet solution uses shared resources available to
            customers at all recovery locations in the U.S.  The
            additional  Internet Access terms in your contract apply.
          - Available during recovery exercise or outage emergency
            only.
    1       INT/DNS     BRS         Domain Name System Service
        Includes: - Maintenace by IBM of a server, operating system and
                    software for Domain Name System(DNS) of a BRS provided
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                     Internet domain.
                   - Connectivity of IBM provided DNS server to the Internet
        Note: This Domain Name System service enables the customer's user
               community to access hosts that are active at an IBM Recovery
               Center by using customers's host name and IBM BCRS' domain
               e.g. custhostname.bcrsdomain.com.
  100     INT/MM      MCI           MultiMegabit Internet Access
      Includes: - MCI ISP
                   - Must select INT/CUST IP for customer IP address
                     redirect
                   - Local access to ISP point of presence from the IBM
                     provided recovery facility.
                   - Network interface equipment and IP router at
                     the IBM provided recovery facility.
                   - Wide area network interface and appropriate
                     Ethernet port on IP router.
                   - 29 registered IP addresses from a shared address
                     pool for testing purposes.  For additional test
                     addresses subscribe to INT/ADDR  XYZ.
         Notes:
           - Each selection of Qty 1 is equivalent to 1Mb Internet Access
           - This Internet solution uses shared resources available to
             customers at all recovery locations in the U.S.  The
             additional  Internet Access terms in your contract apply.
           - Available during recovery exercise or outage emergency
             only.
    1     REMCONS     PKG1          Hotsite Remote Console Access
            Console infrastructure access
            Support for Serial and GUI Users
            Secure Access/Firewall Front End
    1     WEBVPN      100           Remote Access SSL WebVPN
       Includes: Remote access to the IBM recovery center via
                   customer web browser.
         - 100 UserID's
         - Broadband (Internet) gateway with appropriate microcode at
           IBM recovery center.
         - private 192.168.net addresses will be assigned to users.
         - IBM design of IP tunneling function between customer end-user
           device(s) and SSL VPN gateway at IBM recovery center.
         NOTES:
         - IBM will provide certain configuration parameters including
           userid and password for use during exercise and outage.
         - Customer is responsible for providing Internet Explorer,
           Mozilla Firefox or Sarari web browser on their end user PCs.
         - Customer is responsible for providing Internet access for
           their end users.
         - Customer agrees to comply with prerequisites and implement
           instructions provided.
    1     CAB/STCT    NW            Network Cabinet
       Includes: Dedicated Network Cabinet for State of Connecticut.
                   - Height 84 inches
                   - Width  19 inches
                   - Depth  36 inches
                   - two 110VAC, 30amp, 20outlet power strips
                   - three shelves
         Customer will provide, or provide for:
                   Equipment, circuits and connections into cabinet
    1     CAT6509     MSF3          Customer Controlled CAT 6509
       Includes: - Cisco 6509 Enhanced Chassis
                   - Supervisor Engine 720, plus MSFC3/PFC3B
                   - Dual power supplies
                   - 1GB Sup720 Memory
                   - 1GB MSFC3 Memory
                   - 512MB Flash Memory Card
                   - (1) 10Gigabit Ethernet Port for Uplink
                   - (2) Fiber Gigabit Ethernet Ports for Uplink
```

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       Note: Customer Configures the 6509
             and BCRS Integrates into the LAN Infrastructure.
1     CAT6509FC    VSM2          MSFC3 VPN Security Module
   Includes: - Carrier Card
             - Encryption SFA
1     CHECKPTFC    4GE           4Prt 1000BASE-T  Ethernet Cd
   Includes:
     - Four Port 10/100/1000Base-T XMC
2     CHECKPTIP    1285          Checkpt IP1285 Secty Appl
   Includes: CheckPoint Nokia IP1285 Base System With:
     - 4 GB RAM
     - 4 GB Flash memory
     - (4) 10/100/1000BaseT Ethernet ports
     - (1) IDE based hard drive
     - Checkpoint IPSO Operating System
     - (2) additional Four Port 10/100/1000Base-T XMC I/O cards
   Note: Configuration Console (PC, RS6000, SUN etc.), terminal
         emulator (e.g. HyperTerm) and web browser (e.g. Internet
         Explorer) MUST be contracted separately or provided by
         the customer.
         Customer must provide any additional software.
         (e.g. Checkpoint).
2     CI11506      2GE           Cisco CSS 2-port GigE Card
   Includes:
     - 2 port Gigabit Ethernet Card for Cisco CSS 11500 series
     - 2 Gigabit Interface Converters (GBICs) for card slots
2     CI11506      CSS           Cisco 11500 Content Svcs Sw.
   Includes: CSS11506-2AC with:
             System Control Module (SCM) with Hard Drive
             288 MB Memory
             Dual AC Power
             16 port Fast Ethernet
             2 port Fiber Gigabit Ethernet
             SSL Module (Strong Encryption)
             WebNS Enhanced Feature Set Software
             WebNS Secure Management License: Enables
              Strong Encryption.
1     CIRTR FC     CPAE          ESCON Channel Port Adapter V4
   Includes:
     - High-performance ESCON Channel Port Adapter Version 4
     - Additional software features (i.e. TN3270) must be supplied
       by the customer. part number:PA-4C-E
1     CIRTR FC     VATM          PA-A3-OC3MM 1Port ATM/OC3 Crd
1     CIRTRG1      7206          Cisco 7206 NPE-G1 Router
   Includes: CISCO7206VXR 6 Slot Chassis With:
             NPE-G1
             1GB DRAM
             256MB FLASH
             2 Power supplies
             32MB Packet Memory
             SA-VAM2 - VPN Accelerator Module 2
             3 10/100/1000 Copper Ethernet Ports
             Current Cisco 7200 IOS IP/FW/IDS IPSEC 3DES
8     COEPOWER     .5KW          COE Space .5KW Power
   Includes: .5KW Power Per Qty 1 for Customer Owned Equipment.
1     COETEMP      10GE          Fiber 10GigE port for COE
   Includes: One port for customer owned equipment, available for
             recovery exercise or outage emergency only.
8     COETEMP      CGE           Copper 1GigE Port for COE
   Includes: One port for customer owned equipment, available for
             recovery exercise or outage emergency only.
1     NTCONTIV     5000          Nortel Contivity 5000
   Includes:
     - Dual 2.2 Ghz processors
     - 512 MB memory
     - (1) 10/100 Ethernet interface
```

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          - (1) 10/100/1000 Ethernet interface
          - Encryption accelerator card
          - Dual, redundant, auto-switching power supplies
          - Dual, redundant storage system
          - Five PCI expansion slots
          - Contivity Stateful Firewall license
   1     NTVPNGW       3050            Nortel VPN Gateway 3050
      Includes: Nortel VPN Gateway 3050 with:
          - 1Gb DDR Memory 266Mhz
          - Intel P4 2.4Ghz CPU
          - (2) 10/100/1000 Ethernet Ports (copper)
          - Support for both SSL and IPSec Users
          - Support for up to 2,000 concurrent VPN sessions
```

Addendum for Customer Owned Equipment – Permanent Floor Space to IBM Customer Agreement Attachment for Business Recovery Services

Customer Name and Address

STATE OF CONNECTICUT
101 E RIVER DR
EAST HARTFORD, CT 06108-3285

IBM Address for Notices:

Attn: BCRS Contract Operations
IBM Corporation
PO Box 700
Suffern, NY 10901-0700

Covered Address:

101 E RIVER DR
EAST HARTFORD, CT 06108-3285

State Agreement No.:	A-99-031
IBM Agreement No.:	2G13808C
Supplement No.:	CFTF0SC
Customer No.:	2082054
Enterprise No.:	2082000
Addendum Effective Date:	07/01/2014
Revised Addendum:	Yes
Renewal Addendum:	No

CONTRACT PERIOD--

Start Date:	07/01/2008
End Date:	06/30/2016

PERMANENT FLOOR SPACE MONTHLY CHARGE:	See Note 1
PERMANENT FLOOR SPACE SQUARE FEET:	See Note 2
ONE-TIME CHARGE:	$0
HOURLY SUPPORT CHARGE:	(Prevailing Hourly Rate and minimum)

Note 1: This charge has been included in the Total Monthly Charge specified in the Supplement for Multivendor Information Technology Recovery Services identified by Supplement Number CFTF0SC.

Note 2: For equipment specified in this Addendum, the amount of floor space provided will be in accordance with the manufacturer's guidelines.

Agreed to: STATE OF CONNECTICUT

By: _____
                    Authorized Signature

_____
      Name (Type or Print)   Date

Agreed to: International Business Machines Corporation

By: _____
                    Authorized Signature

_____
      Name (Type or Print)   Date

Addendum for
Customer Owned Equipment (continued)

Customer Owned Equipment

Qty	Type	Model	Description
1	1010	SWITCH	CISCO LIGHTSTREAM ATM SWITCH
1	2611XM	ROUTER	CISCO ROUTER
1	3725	ROUTER	CISCO ROUTER
1	WS-C2950	SWITCH	CISCO CATALYST SWITCH
1	WS-2950G	SWITCH	CISCO WS-C2950G-24-EI CATALYST SWITCH
1	WS-3560E	SWITCH	CISCO WS-C3560E-12D CATALYST SWITCY
1	3560G	SWITCH	CISCO 3560G CATALYST SWITCH
1	IP2457	FIREWALL	CHECKPOINT FIREWALL
1	2950	SERVER	DELL POWEREDGE SERVER
1	1950	SERVER	DELL POWEREDGE SERVER
1	1950	SERVER	DELL POWEREDGE SERVER
1	1950	SERVER	DELL POWEREDGE SERVER
1	1950	SERVER	DELL POWEREDGE SERVER
1	GX4004	SERVER	ISS PROVENTIA SERVER

Amendment to the IBM Customer Agreement
for Multivendor Information Technology Recovery Services

Applicable Supplement Number(s): All in U.S.

STATE OF CONNECTICUT ("you") and International Business Machines Corporation ("IBM") agree that the following terms and conditions amend the IBM Customer Agreement for Multivendor Information Technology Recovery Services, specifically for the above Supplement Number(s) as follows:

1. In Section 5, "Contract Period", subsection "Termination", after the first and only paragraph, insert the following one new paragraph:

    Notwithstanding the preceding paragraph, during the period of 06/30/2015 through 06/30/2016 and on one (1) months' written notice and payment of an adjustment charge, you may terminate your Subscription(s) before the End Date specified in the then current Supplement(s) for Multivendor Information Technology Recovery Services of such Subscription(s). The adjustment charge will be the sum of the then current Total Monthly Charges of the terminated Supplement(s), multiplied by eight percent (8

2. In Section 5, "Contract Period", subsection "Termination", at the end of the subsection, insert the following new paragraph:

    Notwithstanding the preceding paragraph, during the period of 07/01/2014 through 06/30/2016 and on one (1) months' written notice and payment of an adjustment charge, you may terminate any of your Subscriptions before the End Date specified in the then current Supplement for Multivendor Information Technology Recovery Services of such Subscription if you develop or acquire an internal backup solution similar to the Multivendor Information Technology Recovery Services IBM provides you. The adjustment charge will be the sum of the then current Total Monthly Charges of the terminated Supplement(s), multiplied by zero percent (0%) multiplied by the number of months, full or partial, remaining until the End Date in the terminated Supplement(s).

3. In Section 5, "Contract Period", subsection "Termination," at the end of the subsection, insert the following new paragraph:

    Notwithstanding the preceding paragraph, during the period of 07/01/2014 through 06/30/2016 and on one (1) months' written notice and payment of an adjustment charge, you may terminate your Subscription before the End Date specified in the then current Supplement for Multivendor Information Technology Recovery Services of such Subscription if you transfer or consolidate more than 50% of the critical application production at the Covered Address to another party, making that party responsible for such application production, provided that such agreement includes provision of recovery services similar to the Multivendor Information Technology Recovery Services IBM provides you under this Agreement. The adjustment charge will be the sum of the then current Total Monthly Charges of the terminated Supplement(s) multiplied by zero percent (0%) multiplied by the number of months, full or partial, remaining until the End Date in the then current Supplement(s).

4. At the end of Section 6 "Charges", insert the following one new subsection:

    Guaranteed Monthly Charges

    Notwithstanding the foregoing, during the period of 07/01/2014 through 06/30/2016, your Total Monthly Charges will be fixed and firm unless you request changes (additions and/or deletions) to a Configuration, in which case IBM will adjust your Total Monthly Charge, subject to the Minimum Total Monthly Charge of the Subscription for which the change is being requested. Any such adjustment will be based on IBM's then current prices for the adjusted item.

    Guaranteed Monthly Charges does not apply to Usage Charges (Initial Recovery Charge, Daily Recovery Charge, Additional Exercise Time Charge, and Cold-Site Daily Charge), Telecommunications Charges (One-Time Charge, Recurring Charge, and Usage Charge), or Temporary Transfer of Configuration Charges (Temporary Transfer of Configuration for Exercise and Temporary Transfer of Configuration for Recovery).

MULTIVENDOR INFORMATION TECHNOLOGY RECOVERY SERVICES
CONTRACT DOCUMENTS

FOR

STATE OF CONNECTICUT

101 E RIVER DR
EAST HARTFORD, CT 06108-3285

SUBMITTED BY:

Attn: BCRS Contract Operations
IBM Corporation
PO Box 700
Suffern, NY 10901-0700

Supplement Number:	CFT2SYL
Package ID:	20140603065635
Date Generated:	06/03/2014
This offer is good until:	06/30/2014

IBM Customer Agreement Supplement for Business Recovery Services for Test Configuration Only

The terms of the IBM Customer Agreement and its Attachment for Business Recovery Services (or an equivalent agreement signed by both parties) apply to this transaction.

Customer Name and Address

STATE OF CONNECTICUT
101 E RIVER DR
EAST HARTFORD, CT 06108-3285

IBM Address for Notices:

Attn: BCRS Contract Operations
IBM Corporation
PO Box 700
Suffern, NY 10901-0700

Covered Address:

101 E RIVER DR
EAST HARTFORD, CT 06108-3285

REFERENCE NUMBERS

State Agreement Number:	A-99-031
Customer:	2082054
Enterprise:	2082000

CONTRACT PERIOD

Start Date:	07/01/2008
End Date:	06/30/2016

SUPPLEMENT

Number:	CFT2SYL
Effective Date:	07/01/2014
Revision (yes/no):	Yes
Renewal (yes/no):	No

Primary Recovery Site

Sterling Forest, NY

TOTAL MONTHLY CHARGE Included in CFTNHYF
MINIMUM TOTAL MONTHLY CHARGE Included in CFTNHYF

RECOVERY CHARGES

Initial Recovery Charge:	(***)
Number of days of Recovery included in Initial Charge:	(***)
Daily Recovery Charge per day thereafter:	(***)

RECOVERY EXERCISE ALLOWANCE AND ADDITIONAL CHARGES

Year 1 - Initial Contract Period - Number of Hours:	144
Number of Recovery Exercises:	1
Each subsequent twelve-month period - Number of Hours:	152
Number of Recovery Exercises:	2
Additional Recovery Exercise time - per four-hour block:	(***)
Additional Recovery Exercises - per exercise:	(***)

TELECOMMUNICATIONS

One-Time Charge:	(***)
Usage Charges:	(***)

(***) See associated Supplement for recovery Configuration

In entering into this agreement, you are not relying upon any representation made by or on behalf of IBM that is not specified in the Agreement or the Attachment, including, without limitation, the actual or estimated completion date, number of hours to provide any of the Services, charges to be paid, or the results of any of the Services to be provided under this Attachment.

IBM agrees to provide the Services described in this Supplement provided you accept this Supplement, without modification, by signing in the space below on or before 06/30/2014.

Agreed to:
STATE OF CONNECTICUT

By_____
                        Authorized signature

Title:

Name (type or print):

Date:

Customer identification number: 2082054

Agreed to:
International Business Machines Corporation

By_____
                        Authorized signature

Title:

Name (type or print):

Date:

Attachment number: 2G1380

Customer Name: STATE OF CONNECTICUT

Processor type/model: NULLCPU STOR

Customer Number: 2082054

Address: 101 E RIVER DR

EAST HARTFORD, CT 06108-3285

Primary Recovery Site: Sterling Forest, NY

Contract Number: CFT2SYL.51.1.1

Equipment Configuration

```
Quantity   Type        Model       Product
Or Units                           Description
---------  ----------  ----------  --------------------------------------------
Storage
    1      NULLCPU     STOR        Enterprise Disk & Tape Storag
   108     SANDISK1    FC          250 GBs  FC SAN Disk
           Includes: 250 GBs of RAID protected Tier 1 disk capacity
            with Fibre Channel connectivity.
            BCRS technicians will manage and configure the
            connectivity and logical configurations.
```

Amendment to the IBM Customer Agreement
for Multivendor Information Technology Recovery Services

Applicable Supplement Number(s): All in U.S.

STATE OF CONNECTICUT ("you") and International Business Machines Corporation ("IBM") agree that the following terms and conditions amend the IBM Customer Agreement for Multivendor Information Technology Recovery Services, specifically for the above Supplement Number(s) as follows:

1. In Section 2, "IBM Responsibilities", after the subsection "Recovery Exercise Time", insert the following new subsection:

    <u>Smaller Test Configuration</u>

    Because you have agreed to conduct Recovery Exercises on a smaller Configuration than the Configuration IBM provides for Recovery in exchange for reduced Monthly Charges, IBM uses an additional Supplement for Multivendor Information Technology Recovery Services, controlled by a different Supplement Number, to administer the smaller Test Configuration. Under this arrangement:

    a.   Recovery Supplement Number CFTNHYF and Exercise Supplement Number CFT2SYL form a single Subscription;

    b.   the Configuration IBM provides during:

       (1)   Recovery Exercise Time will be based on what is specified in the Supplement you designate when you schedule the Exercise;

       (2)   Recovery will be based on what is specified in the Recovery Supplement;

    c.   the annual Recovery Exercise Time Allowance is specified in each Supplement;

    d.   all Charges are specified in the Recovery Supplement Number; and

    e.   any changes you request to the Exercise Supplement may result in an adjustment to the Charges in the Recovery Supplement. In such case, IBM will issue you revised Supplements for Multivendor Information Technology Recovery Services to reflect the changes and adjustment in Charges.

2. In Section 5, "Contract Period", subsection "Termination", after the first and only paragraph, insert the following one new paragraph:

    Notwithstanding the preceding paragraph, during the period of 06/30/2015 through 06/30/2016 and on one (1) months' written notice and payment of an adjustment charge, you may terminate your Subscription(s) before the End Date specified in the then current Supplement(s) for Multivendor Information Technology Recovery Services of such Subscription(s). The adjustment charge will be the sum of the then current Total Monthly Charges of the terminated Supplement(s), multiplied by eight percent (8

3. In Section 5, "Contract Period", subsection "Termination", at the end of the subsection, insert the following new paragraph:

    Notwithstanding the preceding paragraph, during the period of 07/01/2014 through 06/30/2016 and on one (1) months' written notice and payment of an adjustment charge, you may terminate any of your Subscriptions before the End Date specified in the then current Supplement for Multivendor Information Technology Recovery Services of such Subscription if you develop or acquire an internal backup solution similar to the Multivendor Information Technology Recovery Services IBM provides you. The adjustment charge will be the sum of the then current Total Monthly Charges of the terminated Supplement(s), multiplied by zero percent (0%) multiplied by the number of months, full or partial, remaining until the End Date in the terminated Supplement(s).

4. In Section 5, "Contract Period", subsection "Termination," at the end of the subsection, insert the following new paragraph:

    Notwithstanding the preceding paragraph, during the period of 07/01/2014 through 06/30/2016 and on one (1) months' written notice and payment of an adjustment charge, you may terminate your Subscription before the End Date specified in the then current Supplement for Multivendor Information

Technology Recovery Services of such Subscription if you transfer or consolidate more than 50% of the critical application production at the Covered Address to another party, making that party responsible for such application production, provided that such agreement includes provision of recovery services similar to the Multivendor Information Technology Recovery Services IBM provides you under this Agreement. The adjustment charge will be the sum of the then current Total Monthly Charges of the terminated Supplement(s) multiplied by zero percent (0%) multiplied by the number of months, full or partial, remaining until the End Date in the then current Supplement(s).

5. At the end of Section 6 "Charges", insert the following one new subsection:

Guaranteed Monthly Charges

Notwithstanding the foregoing, during the period of 07/01/2014 through 06/30/2016, your Total Monthly Charges will be fixed and firm unless you request changes (additions and/or deletions) to a Configuration, in which case IBM will adjust your Total Monthly Charge, subject to the Minimum Total Monthly Charge of the Subscription for which the change is being requested. Any such adjustment will be based on IBM's then current prices for the adjusted item.

Guaranteed Monthly Charges does not apply to Usage Charges (Initial Recovery Charge, Daily Recovery Charge, Additional Exercise Time Charge, and Cold-Site Daily Charge), Telecommunications Charges (One-Time Charge, Recurring Charge, and Usage Charge), or Temporary Transfer of Configuration Charges (Temporary Transfer of Configuration for Exercise and Temporary Transfer of Configuration for Recovery).

Under Guaranteed Monthly Charges, unless you make changes, IBM may increase the Total Monthly Charge only at Subscription renewal. If IBM intends to exercise this right, IBM will provide you written notice at least three months before the End Date of the current Contract Period.

If there is a conflict between the terms and conditions of this Amendment and those of 1) the IBM Customer Agreement for Multivendor Information Technology Recovery Services, or its 2) Supplement(s) and any Addendum(a) and Statement(s) of Work, those of this Amendment prevail. Except as modified by this Amendment the terms and conditions of such Amendment, and Supplement(s) and Addendum(a) and Statement(s) of Work for Multivendor Information Technology Recovery Services remain in full force and effect.

Each party acknowledges that it has read this Amendment and any attached Addenda, Supplements, and Statements of Work, understands them, and agrees to be bound by their terms and conditions. Further, both parties agree that the complete agreement between the parties about Multivendor Information Technology Recovery Services will consist of 1) this Amendment including any Addendum(a), Supplement(s), and Statement(s) of Work, and 2) the IBM Customer Agreement for Multivendor Information Technology Recovery Services and 3) its Supplement for Multivendor Information Technology Recovery Services, and other Supplement(s), Addendum(a) and Statement(s) of Work, if any. This statement of the agreement supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to the subject.

Agreed to:	Agreed to:
STATE OF CONNECTICUT	**International Business Machines Corporation**

By_____   By_____
       Authorized signature   Authorized signature

Title: Title:

Name (type or print):   Name (type or print):

Date: Date:

Customer identification number: 2082054   Attachment number: 2G1380

Customer address: IBM address:
 101 E RIVER DR   Attn: BCRS Contract Operations
 EAST HARTFORD, CT 06108-3285   IBM Corporation
                               P.O. Box 700
                               Suffern, NY 10901-0700

Under Guaranteed Monthly Charges, unless you make changes, IBM may increase the Total Monthly Charge only at Subscription renewal. If IBM intends to exercise this right, IBM will provide you written notice at least three months before the End Date of the current Contract Period.

If there is a conflict between the terms and conditions of this Amendment and those of 1) the IBM Customer Agreement for Multivendor Information Technology Recovery Services, or its 2) Supplement(s) and any Addendum(a) and Statement(s) of Work, those of this Amendment prevail. Except as modified by this Amendment the terms and conditions of such Amendment, and Supplement(s) and Addendum(a) and Statement(s) of Work for Multivendor Information Technology Recovery Services remain in full force and effect.

Each party acknowledges that it has read this Amendment and any attached Addenda, Supplements, and Statements of Work, understands them, and agrees to be bound by their terms and conditions. Further, both parties agree that the complete agreement between the parties about Multivendor Information Technology Recovery Services will consist of 1) this Amendment including any Addendum(a), Supplement(s), and Statement(s) of Work, and 2) the IBM Customer Agreement for Multivendor Information Technology Recovery Services and 3) its Supplement for Multivendor Information Technology Recovery Services, and other Supplement(s), Addendum(a) and Statement(s) of Work, if any. This statement of the agreement supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to the subject.

Agreed to: Agreed to:
  STATE OF CONNECTICUT   **International Business Machines Corporation**

By_____   By_____
              Authorized signature   Authorized signature
Title: Title:
Name (type or print):   Name (type or print):

Date: Date:

Customer identification number: 2082054   Attachment number: 2G1380

Customer address: IBM address:
  101 E RIVER DR   Attn: BCRS Contract Operations
  EAST HARTFORD, CT 06108-3285   IBM Corporation
                                                                    P.O. Box 700
                                                                    Suffern, NY 10901-0700

IBM BUSINESS CONTINUITY & RECOVERY SERVICES

MULTIVENDOR INFORMATION TECHNOLOGY RECOVERY SERVICES
CONTRACT DOCUMENTS

FOR

STATE OF CONNECTICUT

101 E RIVER DR
EAST HARTFORD, CT 06108-3285

SUBMITTED BY:

Attn: BCRS Contract Operations
IBM Corporation
PO Box 700
Suffern, NY 10901-0700

Supplement Number:	CFT2SZL
Package ID:	20140603065824
Date Generated:	06/03/2014
This offer is good until:	06/30/2014

Supplement for Business Recovery Services

The terms of the IBM Customer Agreement Attachment for Business Recovery Services (or an equivalent agreement signed by both of us) apply to this transaction.

Customer Name and Address	REFERENCE NUMBERS	
STATE OF CONNECTICUT	State Agreement Number:	
101 E RIVER DR	IBM Agreement Number:	2G13808C
EAST HARTFORD, CT 06108-3285	Customer:	2082054
	Enterprise:	2082000

CONTRACT PERIOD

IBM Address for Notices:

	Start Date:	07/01/2008
Attn: BCRS Contract Operations	End Date:	06/30/2016
IBM Corporation	**SUPPLEMENT**	
PO Box 700		
Suffern, NY 10901-0700	Number:	CFT2SZL
	Effective Date:	07/01/2014
	Revision (yes/no):	Yes
	Renewal (yes/no):	No
Covered Address:	**Primary Recover Site**	
101 E RIVER DR	Sterling Forest, NY	
EAST HARTFORD, CT 06108-3285		

Monthly Charges

Total Monthly Charge:	$2,397
Minimum Total Monthly Charge:	$2,256

Recovery Charges

Initial Recovery Charge:	$2,952
Day(s) Included in Initial Recovery Charge:	2
Daily Recovery Charge per day thereafter:	$1,476
Cold Site Daily Charge:	$479

Recovery Exercise

Initial Contract Period Year 1 – Total Hours:	144
Number of Exercises:	1
Each subsequent twelve-month period – Total Hours:	152
Number of Exercises:	1
Additional Recovery Exercise Time, per 4-hour block:	$600
Additional Recovery Exercise, per Exercise:	$0

Telecommunications

One-Time Charge:	$0
Usage charges are billed separately.	

General

Work area space allocated at time of Event.

In entering into this agreement, you are not relying upon any representation made by or on behalf of IBM that is not specified in the Agreement or the Attachment, including, without limitation, the actual or estimated completion date, number of hours to provide any of the Services, charges to be paid, or the results of any of the Services to be provided under this Attachment.

IBM agrees to provide the Services described in this Supplement provided you accept this Supplement, without modification, by signing in the space below on or before 06/30/2014.

Agreed to:
STATE OF CONNECTICUT

By_____
Authorized signature
Title:
Name (type or print):
Date:
Customer identification number: 2082054

Agreed to:
International Business Machines Corporation

By_____
Authorized signature
Title:
Name (type or print):
Date:
Attachment number: 2G1380

Customer Name: STATE OF CONNECTICUT

Processor type/model: _MULTICPU RISC

Customer Number: 2082054

Total Memory(CPU Memory) N/A

Address: 101 E RIVER DR

Total Disk (for DASD) N/A

EAST HARTFORD, CT 06108-3285

OS Name: AIX

Primary Recovery Site: Sterling Forest, NY

Contract Number: CFT2SZL.36.1.1

Equipment Configuration

```
Quantity    Type        Model       Product
Or Units                            Description
---------   ----------  ----------  --------------------------------------------
_MULTICPU
    1       _MULTICPU   RISC        MULTICPU RISC - PCI BASED
9117/MMB
    1       9117        MMB         9117 P7 MMB Server
  177       9117/MMB    GB          9117 P7 1GB Memory
   14       9117/MMB    CORE        9117 P7 3.1GHz Core
    4       9117/MMB    LPAR        9117 P7 LPAR
    8       9117/MMB    300         9117 P7 300GB Internal Disk
   12       9117/MMB    5735        9117 P7 8Gb Dual DDR Fibre Ch
    1       9117/MMB    DVD         9117 P7 SATA Slimline DVD-RAM
    1       9117/MMB    HMC         9117 P7 Server HMC
    4       9117/MMB    5717        9117 P7 10/100/1000 4P PCIE
Disk
   26       SANDISK1    FC          250 GBs  FC SAN Disk
            Includes: 250 GBs of RAID protected Tier 1 disk capacity
              with Fibre Channel connectivity.
              BCRS technicians will manage and configure the
              connectivity and logical configurations.
Tape
    1       3584Y       BASE        IBM 3584 Tape Library
         Includes 3584-L53 with 32 cartridge I/O station,
                 219 cartridge capacity, and Ethernet support.
                 Advance Library Management System,
                 Encryption Configuration, Control
                 and Data Path Failover.
    2       3584Y       D53         IBM 3584-D53 Tape Storage
         Includes 1 3584-D53 tape storage to 3584W BASE
                 with 396 cartridge capacity.
                 Prerequisite: 3584Y BASE configuration.
   18       3584Y-FC    LTO5        IBM Generation 5 LTO Tape Drv
         Includes: 1 fibre channel attached IBM LTO Gen 5 tape drive.
                 Prerequisite: 3584Y BASE configuration.
Workspace
    1       PCWS-266Q   BASE        QC-2.66Ghz Desktop W/Wkspace
         Item:    PC Desktop With Workspace, Phone, Chair,
                 & Power For Office Equipment
         Includes: PCI Architecture
                 Intel Core 2 Quad 2.66Ghz Processor
                 2GB Memory,
                 250GB SATA Hard Drive
                 1 DVD-ROM
                 Color Monitor W/20" viewable screen size
                 Keyboard and Mouse
                 Gigabit Ethernet Adapter Included
                 **USB Support
         Note:    This equipment cannot be selected for
                 temporary transfer.
```

Addendum for Operating System Restore
to IBM Customer Agreement Attachment for
Business Recovery Services

Customer Name and Address

STATE OF CONNECTICUT
101 E RIVER DR
EAST HARTFORD, CT 06108-3285

IBM Address for Notices:

Attn: BCRS Contract Operations
IBM Corporation
PO Box 700
Suffern, NY 10901-0700

Covered Address:

101 E RIVER DR
EAST HARTFORD, CT 06108-3285

State Agreement No.:	A-99-031
IBM Agreement No.:	2G13808C
Supplement No.:	CFT2SZL
Customer No.:	2082054
Enterprise No.:	2082000
Addendum Effective Date:	07/01/2014
Revised Addendum:	Yes
Renewal Addendum:	No

CONTRACT PERIOD--

Start Date: 07/01/2008
End Date: 06/30/2016

pSeries – MKSYSB Restore

Number of Exercises (Initial Contract Period Year 1):	1
Number of Exercises (Each Subsequent 12-Month Period):	1
Number of System Images to be Restored per Exercise:	4
Additional OSR Charge (per image):	$624

OSR Monthly Charge: See Note 1

Note 1: Included in the Total Monthly Charge for Supplement Number CFT2SZL.

Agreed to: **STATE OF CONNECTICUT**

By: _____
               Authorized Signature

_____
     Name (Type or Print)   Date

Agreed to: **International Business
                        Machines Corporation**

By: _____
               Authorized Signature

_____
     Name (Type or Print)   Date

Amendment to the IBM Customer Agreement
for Multivendor Information Technology Recovery Services

Applicable Supplement Number(s): All in U.S.

STATE OF CONNECTICUT ("you") and International Business Machines Corporation ("IBM") agree that the following terms and conditions amend the IBM Customer Agreement for Multivendor Information Technology Recovery Services, specifically for the above Supplement Number(s) as follows:

1. In Section 2 "IBM Responsibilities", at the end of the subsection "Recovery", insert the following one new paragraph:

    Cold Site

    During the period 07/01/2014 through 06/30/2016 and for an Outage Emergency on Subscriptions for Recovery Site based servers (large systems, mid-range systems, open systems, or Intel servers), you may request that IBM provide an alternate site that has UPS-protected electrical power, lighting, air conditioning, and safety and security systems (called a "Cold-Site") for your use following the use of, or in place of using, a Recovery Site. IBM will give you priority access to available Cold-Site space over other customers who subsequently request a Cold-Site. IBM will provide sufficient space for you to install equipment equivalent to the Configuration in your Supplement. In addition to your request for Cold-Site space, you must indicate, in writing, the exact machines you intend to install, along with power specifications, to allow for IBM to complete the fit-up design. Once any final fit-up of the Cold-Site to meet the specifications of your equipment is completed, you may install your own machines, equipment, and network into the Cold-Site. You may use a Cold-Site for up to twelve (12) consecutive months, or as otherwise mutually agreed by the parties. The Cold-Site usage charge is specified in the Supplement.

    and in Section 5 "Charges", at the end of the subsection "Additional Charges", insert the following new paragraph:

    a. charges for any final fit-up of the Cold-Site required to meet the specifications of your specific equipment (i.e., power whips and receptacles, floor cut-outs, security cages, etc). Such charges will be determined when you request a Cold-Site, and must be authorized by you prior to any fit-up being performed;

    b. charges for network usage, or any other telecommunications charges you incur while you are using a Cold-Site;

    c. a charge for each day, or part thereof, IBM makes the Cold-Site available to you after you Declare and request a Cold-Site. Such charge (called "Cold-Site Daily Charge") is specified in the Supplement and will begin when IBM notifies you that the fit-up is complete and the Cold-Site is ready for your use; and

    d. charges incurred by IBM to restore the facility to its original condition, reasonable wear and tear excepted, after your usage of the Cold-Site.

2. In Section 5, "Contract Period", subsection "Termination", after the first and only paragraph, insert the following one new paragraph:

    Notwithstanding the preceding paragraph, during the period of 06/30/2015 through 06/30/2016 and on one (1) months' written notice and payment of an adjustment charge, you may terminate your Subscription(s) before the End Date specified in the then current Supplement(s) for Multivendor Information Technology Recovery Services of such Subscription(s). The adjustment charge will be the sum of the then current Total Monthly Charges of the terminated Supplement(s), multiplied by eight percent (8

3. In Section 5, "Contract Period", subsection "Termination", at the end of the subsection, insert the following new paragraph:

    Notwithstanding the preceding paragraph, during the period of 07/01/2014 through 06/30/2016 and on one (1) months' written notice and payment of an adjustment charge, you may terminate any of your

Subscriptions before the End Date specified in the then current Supplement for Multivendor Information Technology Recovery Services of such Subscription if you develop or acquire an internal backup solution similar to the Multivendor Information Technology Recovery Services IBM provides you. The adjustment charge will be the sum of the then current Total Monthly Charges of the terminated Supplement(s), multiplied by zero percent (0%) multiplied by the number of months, full or partial, remaining until the End Date in the terminated Supplement(s).

4. In Section 5, "Contract Period", subsection "Termination," at the end of the subsection, insert the following new paragraph:

Notwithstanding the preceding paragraph, during the period of 07/01/2014 through 06/30/2016 and on one (1) months' written notice and payment of an adjustment charge, you may terminate your Subscription before the End Date specified in the then current Supplement for Multivendor Information Technology Recovery Services of such Subscription if you transfer or consolidate more than 50% of the critical application production at the Covered Address to another party, making that party responsible for such application production, provided that such agreement includes provision of recovery services similar to the Multivendor Information Technology Recovery Services IBM provides you under this Agreement. The adjustment charge will be the sum of the then current Total Monthly Charges of the terminated Supplement(s) multiplied by zero percent (0%) multiplied by the number of months, full or partial, remaining until the End Date in the then current Supplement(s).

5. At the end of Section 6 "Charges", insert the following one new subsection:

Guaranteed Monthly Charges

Notwithstanding the foregoing, during the period of 07/01/2014 through 06/30/2016, your Total Monthly Charges will be fixed and firm unless you request changes (additions and/or deletions) to a Configuration, in which case IBM will adjust your Total Monthly Charge, subject to the Minimum Total Monthly Charge of the Subscription for which the change is being requested. Any such adjustment will be based on IBM's then current prices for the adjusted item.

Guaranteed Monthly Charges does not apply to Usage Charges (Initial Recovery Charge, Daily Recovery Charge, Additional Exercise Time Charge, and Cold-Site Daily Charge), Telecommunications Charges (One-Time Charge, Recurring Charge, and Usage Charge), or Temporary Transfer of Configuration Charges (Temporary Transfer of Configuration for Exercise and Temporary Transfer of Configuration for Recovery).

Under Guaranteed Monthly Charges, unless you make changes, IBM may increase the Total Monthly Charge only at Subscription renewal. If IBM intends to exercise this right, IBM will provide you written notice at least three months before the End Date of the current Contract Period.

If there is a conflict between the terms and conditions of this Amendment and those of 1) the IBM Customer Agreement for Multivendor Information Technology Recovery Services, or its 2) Supplement(s) and any Addendum(a) and Statement(s) of Work, those of this Amendment prevail. Except as modified by this Amendment the terms and conditions of such Amendment, and Supplement(s) and Addendum(a) and Statement(s) of Work for Multivendor Information Technology Recovery Services remain in full force and effect.

Each party acknowledges that it has read this Amendment and any attached Addenda, Supplements, and Statements of Work, understands them, and agrees to be bound by their terms and conditions. Further, both parties agree that the complete agreement between the parties about Multivendor Information Technology Recovery Services will consist of 1) this Amendment including any Addendum(a), Supplement(s), and Statement(s) of Work, and 2) the IBM Customer Agreement for Multivendor Information Technology Recovery Services and 3) its Supplement for Multivendor Information Technology Recovery Services, and other Supplement(s), Addendum(a) and Statement(s) of Work, if any. This statement of the agreement supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to the subject.

Agreed to:
  STATE OF CONNECTICUT

Agreed to:
International Business Machines Corporation

By_____
                Authorized signature
Title:
Name (type or print):

Date:

By_____
                Authorized signature
Title:
Name (type or print):

Date:

Customer identification number: 2082054

Attachment number: 2G1380

Customer address:
  101 E RIVER DR
  EAST HARTFORD, CT 06108-3285

IBM address:
  Attn: BCRS Contract Operations
  IBM Corporation
  P.O. Box 700
  Suffern, NY 10901-0700