



DEPARTMENT OF ADMINISTRATIVE SERVICES



STATE OF CONNECTICUT

165 Capitol Avenue
Hartford, CT 06106-1658

September 11, 2012

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

Re: Master Agreement A-99-031

Dear Ms. LeBuffe:

I have received your recent request to update the Product Schedule associated with the above noted Master Agreement. **This change adds the Business continuity and Recovery Services per the attached schedule to the Product Schedule.** Given the terms and conditions of this agreement, the request to update the Product Schedule is approved. Please consider the services a part of the associated Master Agreement and retain this approval for future reference.

A copy of your Product Schedule Update request is attached to this letter. Thank you for your interest in doing business with the State of Connecticut.

Joseph Giliberto
Contract Team Leader, Procurement Services

JG/jdg

cc: Master Agreement File A-99-031



*One Financial Plaza
Hartford, CT 06103*

September 11, 2012

Mr. Joseph Giliberto
Contract Team Leader, Procurement Services
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 Mr. Giliberto,

IBM would like to add the attached pricing schedules for IBM Business Continuity and Recovery Services requested by D.O.I.T to the 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.

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

IBM BUSINESS CONTINUITY & RECOVERY SERVICES

BUSINESS RECOVERY SERVICES
CONTRACT DOCUMENTS

FOR

STATE OF CONNECTICUT

101 E RIVER DR

EAST HARTFORD, CT 06108-3285

SUBMITTED BY:

IBM CORPORATION
PO BOX 700
SUFFERN, NY 10901-0700

Supplement Number: CFTYJ2P
Sequence Number/Version: 2R79103-32
Date Generated: 08/14/12
This offer is good until 09/01/12.

**IBM Customer Agreement
Supplement for Business Recovery Services**

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

Name and Address of Customer:
STATE OF CONNECTICUT

101 E RIVER DR
EAST HARTFORD, CT 06108-3285

Agreement No.: A-99-031
Supplement No.: CFTYJ2P
Enterprise No.: 2082000
Customer No.: 2082054

IBM Address:
IBM CORPORATION
PO BOX 700
SUFFERN, NY 10901-0700

Marketing No.: BOC
Service No.: 278

Supplement Effective Date: 09/01/12
Revised Supplement: Yes
Renewal Supplement: No
Contract Period (Months): 72
Start Date: 07/01/08
End Date: 06/30/14

Specified Location Address:
STATE OF CONNECTICUT

101 E RIVER DR
EAST HARTFORD, CT 06108-3285

Primary Recovery Center: Sterling Forest, NY
Configuration Class: Mid-Range
Specified Locations for Class: 1
Multi-Location Discount Percent: N/A
Configuration Eligible for Temporary Transfer: Recovery: N
Testing: N

Minimum Total Monthly Charge: \$ 876
Earliest Termination Date: 06/30/2012

MONTHLY CHARGES	USAGE CHARGES
IBM: \$ 62	Additional Test Time Charge (8 Hours): \$ 600
Non-IBM: \$ 814	Recovery Daily Usage Charge (24 Hours): \$ 589
Network: \$ 0	Cold-Site Daily Usage Charge (24 Hours): \$ 0
	Network Initiation Charge: N/A
Total: \$ 876	Network Usage Charge: Customer Responsibility

Agreed to:
STATE OF CONNECTICUT

Agreed to:
International Business Machines
Corporation

By _____
Authorized Signature

By _____
Authorized Signature

Name (Type or Print) Date
33826147 (08/14/12) 2R79103-32

Name (Type or Print) Date

Supplement for Business Recovery Services (Continued)

EQUIPMENT CONFIGURATION

Customer Name: STATE OF CONNECTICUT

Configuration

Number: 2082054	Processor: _MULTICPU SUN
Address: 101 E RIVER DR	Class: Mid-Range
EAST HARTFORD, CT 06108-3285	Cold Site: N
Recovery Center: Sterling Forest, NY	System Storage: 16384MB
Supplement Number: CFTYJ2P	

Quantity or Units	Machine or Product	Model	Product Description
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IBM Equipment:

20	SUN	DSK1	Disk Stg Allocation (No Cost)
			100 gigabyte increments of SAN attached, RAID
			protected disk allocated to the SUN configurations

Non-IBM Equipment:

2	SUN440	BASE	Sun Fire V440
			Two 10/100/1000 BaseT Ethernet, One 10 BaseT Ethernet (n/w mngment)
16	SUN440	1024	1Gb memory increment
8	SF-440	1280	V440 1.28GHz UltraSPARC
2	LP9002L	PCI	Emulex 2Gb/s Single FC HBA
8	SUN 440	73	SUN V440 Internal 73GB Drive

Test Time Allowance

Office Space / Work Area
Customer Operations and I/O Suite

First Year: 144 Hours	200 Square Feet
Following Years: 152 Hours Per Year	4 Telephones

*Amendment to IBM Customer Agreement
Attachment for Business Recovery Services*

Name and Address of Customer:

STATE OF CONNECTICUT

101 E RIVER DR

EAST HARTFORD, CT 06108-3285

Referenced Agreement No.: A-99-031

Supplement No.: CFTYJ2P

Customer No.: 2082054

Enterprise No.: 2082000

IBM Address:

IBM Corporation

PO BOX 700

SUFFERN, NY 10901-0700

IBM Marketing No.: BOC

IBM Service No.: 278

Additional Supplement Numbers:

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

There is no version of this Amendment for -05

1. At the end of Section 9 "Other Terms", insert the following one new subsection:

Operating System Restore

Under Operating System Restore ("OSR"), we will load part of or all of the operating system image(s) you provide onto the Configuration that we are providing to you for use during a Test or following your declaration of a Disaster. OSR relates to activities which are your responsibility to perform as part of your Subscription to Business Recovery Services, but which we agree to perform for you under this subsection.

We will issue an Addendum for Operating System Restore to specify the details for each Subscription for which we are to perform OSR.

Our Responsibilities for Operating System Restore

For the Subscription identified in an Addendum for Operating System Restore, following your declaration of a Disaster and for the number of Tests specified in such Addendum under "Number of Tests - Initial Contract Period Year 1" and "Number of Tests - Each Subsequent 12-Month Period", we will:

- 1) load the operating system you provide onto the Configuration as follows:
 - a) for a Configuration that includes an RS/6000 machine, and for the number of images specified in the Addendum by "RS/6000 - MKSYSB Restore":
using the standard RS/6000 save/restore "MKSYSB" procedures and the backup media you provide to us, load your RS/6000 operating system;
 - b) for a Configuration that includes a Sun machine, and for the number of images specified in the Addendum by "SUN - OS Install":
"cold" install your operating system from CD-ROM provided by you, and apply patches to your operating system from the CD-ROM provided by you;
 - c) for a Configuration that includes a HP machine, and for the number of images specified in the Addendum by "HP - IGNITE Restore":
restore vg00 using the Ignite-UX tape image provided by you, or perform a cold install of vg00 with predefined file system sizes and patch requirements provided by you;
 - d) for a Configuration that includes a Compaq/DEC Alpha machine, and for the number of images specified in the Addendum by "Compaq-DEC - OS Restore":
restore your operating system using the VMS Backup restore software from media provided by you. If restoring Tru 64 UNIX, the root disk will be restored via procedures provided by you;
- 2) for the duration of such restore, perform the loading of all backup media required to complete this restore;
- 3) cable your system(s) to the Local Area Network;
- 4) for Compaq/DEC Alpha configurations, boot VMS or Tru 64 UNIX in a minimum mode; and
- 5) turn over control of the system(s) to you at the completion of the restore.

Additionally, upon your written request, and for an additional charge (specified in the Addendum as "Additional OSR Charge"), we will perform OSR during Tests and/or on system images in excess of the quantities specified in the Addendum.

Your Responsibilities for Operating System Restore

Under OSR, you:

- 1) agree, for each Test or following your declaration of a Disaster, to:
 - a) provide us with the required system software at the current level prior to each scheduled restore. For a Configuration that includes a HP machine, provide IBM with a copy of your operating system in the form of an Ignite-UX tape image, or, if applicable, provide us with a copy of your operating system and operating system patches in CD-ROM format, and, create additional volume groups, logical volumes and mount points. For a Sun machine, provide us with a copy of your operating system and operating system patches in CD-ROM format;

- b) complete and return worksheets that describe your system environment, disk file system structure, and patch requirements; and
 - c) assume control of the operating system and recover any of your applications and/or data;
- 2) agree, at least 24 hours prior to the start of a scheduled Test or at the earliest feasible time following your declaration of a Disaster, to:
- a) provide us with a written set of detailed restore instructions on which we may rely in our performance of OSR;
 - b) deliver, or provide for the delivery of, all required computer media to the Recovery Center. Such media shall be clearly labelled and/or marked with unique volume identifiers; and
 - c) provide us with the name of your representative, who will be available to us by telephone to provide us information and/or assistance when needed during our performance of OSR;
- 3) understand and acknowledge that, for our convenience, we may choose to perform OSR prior to the scheduled start time of a Test even though IBM's obligation to perform the OSR begins at the start of the Test time scheduled for a Test, or as soon as feasible following your declaration of a Disaster;
- 4) understand that whether we are able to perform OSR, and whether you are able to perform successful test or recovery activities during a Test or following your declaration of a Disaster during which OSR are provided depends on many factors that may include, but are not limited to, the following: a) your having conducted one or more prior successful Test(s), b) the accuracy, readability and transferability of the data recorded on the backup media you provide us, c) the release and PTF/patch level of your operating system, d) the inclusion of additional copies of your recorded backup media for us to use in the event any of the primary media you provide us are not usable, or are faulty, and e) the effectiveness and clarity of the unique instructions and/or procedures you furnish us for our use in the performance of OSR;
- 5) understand and acknowledge that rebuilding volume groups and file systems, restoring applications, data, and data bases, and/or system information verification by us is not part of OSR; and
- 6) warrant that you have the appropriate licenses and authorization to use the software you are requesting us to load on your behalf. You also warrant that you have received authorization for us to copy such software to the Configuration to which you will have access during a Test or following your declaration of a Disaster. Under no circumstances are we liable for any infringements on the license agreements between you and your software providers. You agree to indemnify us against any third party claims arising from our performance of OSR for you.

Charges for Operating System Restore

You agree to pay:

- 1) the OSR Monthly Charge specified in the Addendum for Operating System Restore. Such charge is included in the Total Monthly Charge specified in the Supplement for BRS identified in the Addendum for Operating System Restore;

- 2) the Additional OSR Charge specified in the Addendum for Operating System Restore (such charge is a per image charge) each time we, upon your written request, provide OSR for Tests and/or system images in excess of the quantities specified in such Addendum. We will invoice the Additional OSR Charge after the period in which you incur such charge.

If there is a conflict between the terms and conditions of this Amendment including its attached Addendum, Supplements, and Statement of Work and the 1) IBM Customer Agreement, 2) its Attachment for Business Recovery Services, or 3) its Supplement(s) for Business Recovery Services, those of this Amendment and its attached Addendum, Supplements, and Statement of Work prevail. Except as modified by this Amendment and such attached documents, the terms and conditions of such Agreement, Attachment, and Supplement(s) for Business Recovery Services remain in full force and effect.

Each party acknowledges that it has read this Amendment and any applicable 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 Business Recovery Services will consist of 1) this Amendment including its applicable Addendum(a), Supplement(s), and Statement(s) of Work, and 2) the IBM Customer Agreement and its applicable Attachment and Supplement(s) for Business Recovery Services. This statement of the agreement supersedes all proposals or other prior agreements, oral or written, and all other communications between us relating to the subject.

Agreed to:
STATE OF CONNECTICUT

Agreed to:
International Business Machines
Corporation

By _____
Authorized Signature

By _____
Authorized Signature

Name (Type or Print) Date

Name (Type or Print) Date

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

Name and Address of Customer:
STATE OF CONNECTICUT

101 E RIVER DR
EAST HARTFORD, CT 06108-3285

IBM Address:
IBM Corporation
PO BOX 700
SUFFERN, NY 10901-0700

Referenced Agreement No.: A-99-031
Supplement No.: CFTYJ2P
Customer No.: 2082054
Enterprise No.: 2082000
IBM Marketing No.: BOC
IBM Service No.: 278
Addendum Effective Date: 09/01/12
Revised Addendum: Yes
Renewal Addendum: No

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

BRS Start Date: 07/01/08
BRS End Date: 06/30/14

Primary Recovery Center: Sterling Forest, NY

Number of Tests - Initial Contract Period Year 1: 1
Number of Tests - Each Subsequent 12-Month Period: 1

Number of System Images to be Restored per Test:
RS/6000 - MKSYSB Restore: 0
SUN - OS Install: 2
HP - IGNITE Restore: 0
Compaq-DEC - OS Restore: 0

Additional OSR Charge (per image):
RS/6000 - MKSYSB Restore: \$624
SUN - OS Install: \$360
HP - IGNITE Restore: \$732
Compaq-DEC - OS Restore: \$732

OSR Monthly Charge: See Note 1

Note 1: Included in the Total Monthly Charge for Supplement Number CFTYJ2P.

Agreed to:
STATE OF CONNECTICUT

Agreed to:
International Business Machines
Corporation

By _____
Authorized Signature

By _____
Authorized Signature

Name (Type or Print) Date

Name (Type or Print) Date

IBM BUSINESS CONTINUITY & RECOVERY SERVICES

BUSINESS RECOVERY SERVICES
CONTRACT DOCUMENTS

FOR

STATE OF CONNECTICUT

101 E RIVER DR

EAST HARTFORD, CT 06108-3285

SUBMITTED BY:

IBM CORPORATION
PO BOX 700
SUFFERN, NY 10901-0700

Supplement Number: CTF0SC
Sequence Number/Version: 2S63605-35
Date Generated: 08/14/12
This offer is good until 09/01/12.

**IBM Customer Agreement
Supplement for Business Recovery Services**

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

Name and Address of Customer:
STATE OF CONNECTICUT

101 E RIVER DR
EAST HARTFORD, CT 06108-3285

Agreement No.: A-99-031
Supplement No.: CFTF0SC
Enterprise No.: 2082000
Customer No.: 2082054

IBM Address:
IBM CORPORATION
PO BOX 700
SUFFERN, NY 10901-0700

Marketing No.: BOC
Service No.: 180

Specified Location Address:
STATE OF CONNECTICUT

101 E RIVER DR
EAST HARTFORD, CT 06108-3285

Supplement Effective Date: 09/01/12
Revised Supplement: Yes
Renewal Supplement: No
Contract Period (Months): 72
Start Date: 07/01/08
End Date: 06/30/14

Primary Recovery Center: Sterling Forest, NY
Configuration Class: Mid-Range
Specified Locations for Class: 1
Multi-Location Discount Percent: N/A
Configuration Eligible for Temporary Transfer: Recovery: N
Testing: N

Minimum Total Monthly Charge: \$ 7,068
Earliest Termination Date: 06/30/2012

MONTHLY CHARGES		USAGE CHARGES	
-----		-----	
IBM: \$	1,020	Additional Test Time Charge (8 Hours): \$	3,987
Non-IBM: \$	5,626	Recovery Daily Usage Charge (24 Hours): \$	8,350
Network: \$	1,669	Cold-Site Daily Usage Charge (24 Hours): \$	0
	-----	Network Initiation Charge:	N/A
Total: \$	8,315	Network Usage Charge:	Customer Responsibility

Agreed to:
STATE OF CONNECTICUT

Agreed to:
International Business Machines
Corporation

By _____
Authorized Signature

By _____
Authorized Signature

Name (Type or Print) Date
339136689 (08/14/12) 2863605-35

Name (Type or Print) Date

Supplement for Business Recovery Services (Continued)

EQUIPMENT CONFIGURATION

Customer Name: STATE OF CONNECTICUT Configuration

Number: 2082054 Processor: NULLCPU NET
 Address: 101 E RIVER DR Class: Mid-Range
 EAST HARTFORD, CT 06108-3285 Cold Site: N

Recovery Center: Sterling Forest, NY
 Supplement Number: CFTFOSC

Quantity or Units	Machine or Product	Model	Product Description
=====			

IBM Equipment:

1 REMCONS PKG1 Hotsite Remote Console Access
 Includes: Console infrastructure access
 Support for Serial and GUI Users
 Secure Access/Firewall Front End

Network Lines:

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 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/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/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.

Supplement for Business Recovery Services (Continued)

EQUIPMENT CONFIGURATION

Customer Name: STATE OF CONNECTICUT	Configuration
Number: 2082054	Processor: NULLCPU NET
Address: 101 E RIVER DR	Class: Mid-Range
EAST HARTFORD, CT 06108-3285	Cold Site: N
Recovery Center: Sterling Forest, NY	
Supplement Number: CFTF0SC	

Quantity or Units	Machine or Product	Model	Product Description
=====			

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: - Maintenance by IBM of a server, operating system and software for Domain Name System(DNS) of a BRS provided 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 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

Supplement for Business Recovery Services (Continued)

EQUIPMENT CONFIGURATION

Customer Name: STATE OF CONNECTICUT Configuration

Number: 2082054 Processor: NULLCPU NET
 Address: 101 E RIVER DR Class: Mid-Range
 EAST HARTFORD, CT 06108-3285 Cold Site: N

Recovery Center: Sterling Forest, NY
 Supplement Number: CFTF0SC

Quantity or Units	Machine or Product	Model	Product Description
=====			

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 or Netscape 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

Non-IBM Equipment:

- 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

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

Supplement for Business Recovery Services (Continued)

EQUIPMENT CONFIGURATION

Customer Name: STATE OF CONNECTICUT

Configuration

Number: 2082054
 Address: 101 E RIVER DR
 EAST HARTFORD, CT 06108-3285

Processor: NULLCPU NET
 Class: Mid-Range
 Cold Site: N

Recovery Center: Sterling Forest, NY
 Supplement Number: CFTF0SC

Quantity or Units	Machine or Product	Model	Product Description
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1	CHECKPTIP	1285	CKPT/Nokia IP1285 Secty Pltfm 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
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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).

1	CIRTR	7513	Cisco 11-Slot 7513 Router Includes: Rack Mounted Chassis With Power Supply 1 Route Switch Processor-8 Dual Extended BUS (Cybus) 256MB DRAM (Main Memory) 32MB Flash EPROM (In Addition to 8MB Flash via RSP) 128KB NVRAM Battery Backup and Calendar Clock IOS Enterprise Software and WAN Packet Protocols Console and Auxiliary Ports ASCII Configuration Terminal
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1	CIRTR FC	CIPD	CIP2 2Prt ESCON (75XX Router) Includes: MEM-CIP-64M (64MB CIP Memory) FR-CIP-TCPOFF Offload Feature
1	CIRTR FC	CIPU	CIP 128M Memory (75XX Router)
1	CIRTR FC	GE	GEIP+/GBIC 1Prt GB ETH - 75XX Includes: GEIP+ Gigabit Ethernet Interface Processor WS-G5484 1000BASE-SX "Short Wavelength" GBIC Multimode Fiber Adapter.

1	CIRTR FC	VATM	PA-A3-OC3MM 1Port ATM/OC3 Crd
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

Supplement for Business Recovery Services (Continued)

EQUIPMENT CONFIGURATION

Customer Name: STATE OF CONNECTICUT

Configuration

Number: 2082054
 Address: 101 E RIVER DR
 EAST HARTFORD, CT 06108-3285

Processor: NULLCPU NET
 Class: Mid-Range
 Cold Site: N

Recovery Center: Sterling Forest, NY
 Supplement Number: CFTF05C

Quantity or Units	Machine or Product	Model	Product Description
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- | | | | |
|---|----------|------|---|
| | | | SSL Module (Strong Encryption)
WebNS Enhanced Feature Set Software
WebNS Secure Management License: Enables
Strong Encryption. |
| 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 |
| 7 | COETEMP | FE | 10/100 Ethernet Port for COE
Includes: One port for customer owned equipment, available for
recovery exercise or outage emergency only. |
| 3 | NOKIP FC | 4CG | 4-Port Copper Gig -Ethernet
Includes:
- 4-port Copper Gigabit Ethernet Card |
| 1 | NOKIP560 | BASE | Nokia IP560 Security Platform
Includes: Nokia IP560 Base System With:
- 2 GB RAM
- (4) 10/100/1000 Mbps Ethernet ports
- 1GB Flash drive
- Nokia Encryption Accelerator in internal PMC slot
- Hard Disk Drive Option For For system logging
- Nokia IPSO Operating System |

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).

- | | | | |
|---|----------|------|---|
| 1 | NTCONTIV | 5000 | Nortel Contivity 5000
Includes:
- Dual 2.2 Ghz processors
- 512 MB memory
- (1) 10/100 Ethernet interface
- (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 |

Supplement for Business Recovery Services (Continued)

EQUIPMENT CONFIGURATION

Customer Name: STATE OF CONNECTICUT

Configuration

Number: 2082054

Processor: NULLCPU NET

Address: 101 E RIVER DR

Class: Mid-Range

EAST HARTFORD, CT 06108-3285

Cold Site: N

Recovery Center: Sterling Forest, NY

Supplement Number: CFTF0SC

Quantity or Units	Machine or Product	Model	Product Description
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- (2) 10/100/1000 Ethernet Ports (copper)
- Support for both SSL and IPsec Users
- Support for up to 2,000 concurrent VPN sessions

Test Time Allowance

Office Space / Work Area
Customer Operations and I/O Suite

First Year: 144 Hours
Following Years: 152 Hours Per Year

0 Square Feet
0 Telephones

*Amendment to IBM Customer Agreement
Attachment for Business Recovery Services*

Name and Address of Customer:
STATE OF CONNECTICUT

101 E RIVER DR
EAST HARTFORD, CT 06108-3285

Referenced Agreement No.: A-99-031
Supplement No.: CFTF0SC
Customer No.: 2082054
Enterprise No.: 2082000

IBM Address:
IBM Corporation
PO BOX 700
SUFFERN, NY 10901-0700

IBM Marketing No.: BOC
IBM Service No.: 180

Additional Supplement Numbers:

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

1. In Section 2, "Our Responsibilities", after the subsection "Cold-Site Services" insert the following new subsection:

Customer Owned Equipment / Permanent Floor Space

For an additional monthly fee, for machines of yours (called "Customer Owned Equipment") which are to be quickly available for your use at the Primary Recovery Center during Test Time and Recovery Services, we will provide permanent floor space on the hot-site floor so such Equipment is kept in an "installed stand-by mode" at all times. "Installed stand-by mode" means that the Equipment is in a powered-on inactive state (except for when scheduled maintenance, engineering changes, or upgrade activities are performed). Such state includes maintaining applicable network line connections between the Equipment and our hot-site matrix switch ports so that the Equipment can be quickly made ready to operate with the Configuration and Network Services specified in the associated Supplement for BRS.

In addition, for Customer Owned Equipment:

we agree to:

- 1) provide an operating environment for the Equipment which meets the manufacturer's specifications;
- 2) provide electric power to the Equipment that has UPS (Uninterruptible Power Supply) protection;
- 3) install the Equipment in a secure environment that restricts physical access to only those persons authorized by us, or by you with our consent. Such consent will not be unreasonably withheld;
- 4) use all reasonable efforts to minimize relocation of the Equipment during the Contract Period. If relocation is required, we will

- exercise due care for safekeeping it while being relocated to the new or temporary location. Such relocation will be at our expense;
- 5) restrict the Equipment's use to only you, unless you give us written authorization to do otherwise;
 - 6) on your request and on a per-call basis, perform BRS related support activities required to ensure the proper operation of the Equipment;
 - 7) not remove any markings, make any alterations, or affix any attachments to the Equipment without your prior written consent;
 - 8) not sell, lease, borrow against, or mortgage the Equipment or otherwise permit it to be subject to any legal or equitable process;
 - 9) at your request, return the Equipment to you at the Recovery Center by releasing it to you, or by shipping it, C.O.D. as you direct;

and you agree to:

- 1) bear risk of loss while the Equipment is in transit to and from the Recovery Center;
- 2) pay all transportation expenses and packing costs when shipping the Equipment to and from the Primary Recovery Center, or to another Recovery Center if required by you during a Disaster;
- 3) perform, or provide for the performance of, the Equipment's installation, maintenance and repairs, necessary engineering changes (including those for safety as required by us and/or our insurers, local laws, ordinances, or code), and de-installation activities;
- 4) provide necessary cables, tools, items to install the Equipment on the hot-site floor;
- 5) include as part of Customer Owned Equipment, those cabinets necessary for the installation and operation of such Equipment on the hot-site floor;
- 6) provide one month's written request to change the quantity and type of matrix switch port connections; and
- 7) maintain insurance required by you to cover loss of, or damage to, the Equipment when in our facility (except for theft or vandalism which is our responsibility).

In an Addendum to this Amendment we will specify (a) the quantity, type/model, and description of Customer Owned Equipment, (b) the square feet of hot-site permanent floor space we are to provide you for the installation and operation of the Equipment, (c) the quantity and type of matrix switch ports to be connected to the Equipment, (d) the Permanent Floor Space Monthly Charge, and (e) any other applicable charges and rates.

You agree to pay:

- 1) if applicable and specified in the Addendum, the One-Time Charge for performing the initial installation/setup activities required to prepare the Primary Recovery Center for Customer Owned Equipment. We will invoice you such amount separately on completion of such activities;
- 2) the Permanent Floor Space Monthly Charge specified in the Addendum, which is added to and included in the IBM Monthly Charge in the Supplement for BRS identified by the Supplement Number shown on page one of this Amendment; and
- 3) an Hourly Support Charge based on our prevailing rates and minimums each time we do a BRS associated support activity on the Equipment in response to a request by you. We will invoice such Charge separately following completion of the requested support activity.

On one month's written notice, you may request discontinuance of Customer Owned Equipment / Permanent Floor Space. In such case, we will promptly return the Equipment to you (as described above) and issue you a Revised Supplement for BRS to confirm the removal of the Permanent Floor Space Monthly Charge. The parties need not sign such Supplement.

There is no version of this Amendment for -05

2. In Section 9, "Other Terms", before the subsection "Assignment" insert the following new subsection:

State & Local Government Terms

Notwithstanding the forgoing, for the Subscription(s) identified by the above Supplement Number(s), we will:

- 1) include a discount in your IBM Monthly Charge of not less than the maximum Multi-Location Discount (30%) we provide to eligible private sector Subscription holders;
- 2) waive adjustment charges if you terminate such Subscription(s) before the start of any fiscal year because funds have not been appropriated by the applicable legislative body; and
- 3) defer any applicable increases in rates and Monthly Charges until the first invoice cycle of your next twelve-month fiscal year.

3. At the end of Section 9, "Other Terms," insert the following new subsection:

Internet Access

To allow you to establish a connection to the Internet during Recovery Services or a Test, we provide access (called "Internet Access Services") from a Recovery Center to an Internet connection location of an Internet Service Provider (called "ISP"). The Internet Protocol (called "IP") address(es) required for Internet Access Services may be supplied by you or by us.

Our Responsibilities for Internet Access

In providing Internet Access Services, we will furnish and/or provide:

- 1) local access and network interface equipment for connection from the Recovery Center to the ISP's connection location;
- 2) an edge IP router at the Recovery Center with one wide area network interface and one ethernet interface;
- 3) configuration of the edge IP router at the Recovery Center to announce IP address(es), supplied by you or by us, to the ISP's Internet network from the Recovery Center; and
- 4) coordination with the ISPs used by us to provide Internet access to the Recovery Center to enable your Internet traffic to be directed to the Recovery Center.

Additionally, when the IP address(es) are supplied by you, we will furnish and/or provide:

- 1) announcement of your IP addresses to the ISP(s) and Internet following your declaration of a Disaster, and upon your request, during a Test; and
- 2) upon completion of Recovery Services or a Test, termination of such announcement of your IP address(es) to the ISP's Internet network from the Recovery Center.

Your Responsibilities for Internet Access

You understand and agree that these Internet Access Services may not be available to you until you have provided a list of your IP addresses to us.

For IP address(es) you supply, you agree:

- 1) that the provisions of this subsection act as written authorization to the ISP(s) that allows us to act, upon your request, as your agent with such ISP during the Contract Period for announcement of your IP address(es) to the Internet;
- 2) to make arrangements with the ISP(s) to allow your IP address(es) to be announced to the Internet network from both your Specified Location and the Recovery Center during the Contract Period;
- 3) to terminate the announcement of your selected IP address(es) from the Specified Location to each ISP Internet network following your declaration of a Disaster or, at your discretion, during a Test; and
- 4) that performance of Internet traffic redirection is subject to the ISP's scheduled periods of maintenance.

Further, whether IP address(es) are supplied by you or by us, you understand and agree:

- 1) to provide us, in a timely manner, with the configuration information we require to provide Internet Access Services to you;
- 2) to provide us with technical assistance regarding our provision of Internet Access Services to you, upon our reasonable request;
- 3) to provide a focal point who is knowledgeable about your network recovery requirements, and who will be our primary point of contact when we provide Internet Access Services to you;
- 4) to be responsible for communicating to us, in a timely manner, any changes in your Internet environment that may require a modification to the Configuration;
- 5) to be solely responsible for the content of any transmissions using Internet Access Services or any other use of Internet Access Services by you or by any other person or entity you permit to use Internet Access Services;
- 6) to adhere to the terms in the document entitled "IBM's Acceptable Use Policy", as updated from time to time, and found at <http://www.ibm.com/services/aup.html>. We or the ISP reserves the right to immediately terminate or restrict the use of Internet Access Services for activities that, in our or the ISP's reasonable judgment, violate this Policy. Unless your continued use of Internet Access Services would a) violate or cause us or the ISP to violate applicable law or government order, b) create an unacceptable risk to us, our other customers, or the ISP, c) cause us to violate our agreements with our other customers or the ISP, or d) cause us, our other customers, or the ISP irreparable harm, we will use commercially reasonable efforts to notify you prior to such termination or restriction of your use and discuss in good faith whether remedies other than the termination or restriction

- of your use of such Services may be available. In the event your use of Internet Access Services is terminated or restricted, we will use commercially reasonable efforts to work with you and the ISP to help you obtain Internet access as soon as practicable;
- 7) to defend and indemnify us from and against any and all liabilities and costs (including reasonable attorney's fees) arising from any and all claims by any person or entity based upon the content of any transmission, or any other use of Internet Access Services by you or any person or entity you permit to use Internet Access Services; and
 - 8) that Internet Access Services ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF TITLE, NON INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; provided, however, that the network interface equipment and Internet IP router at the Recovery Center (including the wide area network interface card and the fast ethernet port on the Internet IP router) are not subject to the preceding provision of this item 8, but are governed by the provisions of the section entitled "Warranty" in the Agreement. NO ADVICE OR INFORMATION GIVEN BY OUR, OR THE ISP'S, EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT RESULT FROM YOUR OR YOUR USERS' RELIANCE ON OR THE USE OF INFORMATION, SERVICES OR MERCHANDISE PROVIDED ON OR THROUGH THE SERVICE, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE.

If there is a conflict between the terms and conditions of this Amendment including its attached Addendum, Supplements, and Statement of Work and the 1) IBM Customer Agreement, 2) its Attachment for Business Recovery Services, or 3) its Supplement(s) for Business Recovery Services, those of this Amendment and its attached Addendum, Supplements, and Statement of Work prevail. Except as modified by this Amendment and such attached documents, the terms and conditions of such Agreement, Attachment, and Supplement(s) for Business Recovery Services remain in full force and effect.

Each party acknowledges that it has read this Amendment and any applicable 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 Business Recovery Services will consist of 1) this Amendment including its applicable Addendum(a), Supplement(s), and Statement(s) of Work, and 2) the IBM Customer Agreement and its applicable Attachment and Supplement(s) for Business Recovery Services. This statement of the agreement supersedes all proposals or other prior agreements, oral or written, and all other communications between us relating to the subject.

Agreed to:
STATE OF CONNECTICUT

Agreed to:
International Business Machines
Corporation

By _____
Authorized Signature

By _____
Authorized Signature

Name (Type or Print) Date

Name (Type or Print) Date

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

Name and Address of Customer:
STATE OF CONNECTICUT

101 E RIVER DR
EAST HARTFORD, CT 06108-3285

IBM Address:
IBM Corporation
PO BOX 700
SUFFERN, NY 10901-0700

Referenced Agreement No.: A-99-031
Supplement No.: CTF0SC
Customer No.: 2082054
Enterprise No.: 2082000
IBM Marketing No.: BOC
IBM Service No.: 180
Addendum Effective Date: 09/01/12
Revised Addendum: Yes
Renewal Addendum: No

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

BRS Start Date: 07/01/08
BRS End Date: 06/30/14

Primary Recovery Center: Sterling Forest, NY

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 Business Recovery Services identified by Supplement Number CTF0SC.

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

Agreed to:
International Business Machines
Corporation

By _____
Authorized Signature

By _____
Authorized Signature

Name (Type or Print) Date

Name (Type or Print) Date

*Addendum for
Customer Owned Equipment - Permanent Floor Space (continued)*

CUSTOMER OWNED EQUIPMENT:

Quantity	Type/Model	Description
1	3560G SWTH	Cisco Switch
1	3725 RTR	Cisco Router
1	1010 SWTH	Cisco LightStream ATM Switch
1	2950 SRVR	Dell PowerEdge Server
4	1950 SRVR	Dell PowerEdge Servers
1	2620 RTR	Cisco Router

MATRIX SWITCH PORTS

Standard V.35 : 0
Hi-Speed V.35 : 0
Token Ring : 0
EtherNet : 0
Analog RS232 : 0

Please see COMDOC for OSRR08804 for SUN Preload

IBM BUSINESS CONTINUITY & RECOVERY SERVICES

BUSINESS RECOVERY SERVICES
CONTRACT DOCUMENTS

FOR

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

SUBMITTED BY:

IBM CORPORATION
PO BOX 700
SUFFERN, NY 10901-0700

Supplement Number: CFTMXBF
Sequence Number/Version: 2V82101-6
Date Generated: 08/14/12
This offer is good until 09/01/12.

IBM Customer Agreement
Supplement for Business Recovery Services

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

Name and Address of Customer:
STATE OF CONNECTICUT

101 EAST RIVER ROAD
EAST HARTFORD, CT 06108-3285

Agreement No.: A-99-031
Supplement No.: CFTMXBF
Enterprise No.: 2082000
Customer No.: 2082054

IBM Address:
IBM CORPORATION
PO BOX 700
SUFFERN, NY 10901-0700

Marketing No.: MK3
Service No.: 7TD

Specified Location Address:
STATE OF CONNECTICUT

101 EAST RIVER ROAD
EAST HARTFORD, CT 06108-3285

Supplement Effective Date: 09/01/12
Revised Supplement: Yes
Renewal Supplement: No
Contract Period (Months): 40
Start Date: 03/01/11
End Date: 06/30/14

Primary Recovery Center: Sterling Fst C/S, NY
Configuration Class: Mid-Range
Specified Locations for Class: 1
Multi-Location Discount Percent: N/A
Configuration Eligible for Temporary Transfer: Recovery: N
Testing: N

Minimum Total Monthly Charge: \$ 0
Earliest Termination Date: 06/30/2011

MONTHLY CHARGES		USAGE CHARGES	
IBM: \$	0	Additional Test Time Charge (8 Hours): \$	0
Non-IBM: \$	0	Recovery Daily Usage Charge (24 Hours): \$	0
Network: \$	0	Cold-Site Daily Usage Charge (24 Hours): \$	0
Total: \$	0	Network Initiation Charge: N/A	
		Network Usage Charge: Customer	Responsibility

Agreed to:
STATE OF CONNECTICUT

Agreed to:
International Business Machines
Corporation

By _____
Authorized Signature

By _____
Authorized Signature

Name (Type or Print) Date
31121652 (08/14/12) 2V82101-6

Name (Type or Print) Date

Supplement for Business Recovery Services (Continued)

EQUIPMENT CONFIGURATION

Customer Name: STATE OF CONNECTICUT

Configuration

Number: 2082054

Processor: NULLCPU NET

Address: 101 EAST RIVER ROAD
EAST HARTFORD, CT 06108-3285

Class: Mid-Range
Cold Site: N

Recovery Center: Sterling Fst C/S, NY

Supplement Number: CFTMXBF

Quantity or Units	Machine or Product	Model	Product Description
=====			

Test Time Allowance

Office Space / Work Area
Customer Operations and I/O Suite

First Year: 0 Hours
Following Years: 0 Hours Per Year

150 Square Feet
5 Telephones

*Amendment to IBM Customer Agreement
Attachment for Business Recovery Services*

Name and Address of Customer:
STATE OF CONNECTICUT

101 EAST RIVER ROAD
EAST HARTFORD, CT 06108-3285

Referenced Agreement No.: A-99-031
Supplement No.: CFTMXBF
Customer No.: 2082054
Enterprise No.: 2082000

IBM Address:
IBM Corporation
PO BOX 700
SUFFERN, NY 10901-0700

IBM Marketing No.: MK3
IBM Service No.: 7TD

Additional Supplement Numbers:

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

There is no version of this Amendment for -05

If there is a conflict between the terms and conditions of this Amendment including its attached Addendum, Supplements, and Statement of Work and the 1) IBM Customer Agreement, 2) its Attachment for Business Recovery Services, or 3) its Supplement(s) for Business Recovery Services, those of this Amendment and its attached Addendum, Supplements, and Statement of Work prevail. Except as modified by this Amendment and such attached documents, the terms and conditions of such Agreement, Attachment, and Supplement(s) for Business Recovery Services remain in full force and effect.

Each party acknowledges that it has read this Amendment and any applicable 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 Business Recovery Services will consist of 1) this Amendment including its applicable Addendum(a), Supplement(s), and Statement(s) of Work, and 2) the IBM Customer Agreement and its applicable Attachment and Supplement(s) for Business Recovery Services. This statement of the agreement supersedes all proposals or other prior agreements, oral or written, and all other communications between us relating to the subject.

Agreed to:
STATE OF CONNECTICUT

Agreed to:
International Business Machines
Corporation

By _____
Authorized Signature

By _____
Authorized Signature

Name (Type or Print) Date

Name (Type or Print) Date

IBM BUSINESS CONTINUITY & RECOVERY SERVICES

BUSINESS RECOVERY SERVICES
CONTRACT DOCUMENTS

FOR

STATE OF CONNECTICUT

101 E RIVER DR

EAST HARTFORD, CT 06108-3285

SUBMITTED BY:

IBM CORPORATION
PO BOX 700
SUFFERN, NY 10901-0700

Supplement Number: CFTNHYP
Sequence Number/Version: 2V84305-10
Date Generated: 08/14/12
This offer is good until 09/01/12.

**IBM Customer Agreement
Supplement for Business Recovery Services**

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

Name and Address of Customer:
STATE OF CONNECTICUT

101 E RIVER DR
EAST HARTFORD, CT 06108-3285

Agreement No.: A99031
Supplement No.: CFTNHYP
Enterprise No.: 2082000
Customer No.: 2082054

IBM Address:
IBM CORPORATION
PO BOX 700
SUFFERN, NY 10901-0700

Marketing No.: AZM
Service No.: 7TD

Specified Location Address:
STATE OF CONNECTICUT

101 E RIVER DR
EAST HARTFORD, CT 06108-3285

Supplement Effective Date: 09/01/12
Revised Supplement: Yes
Renewal Supplement: No
Contract Period (Months): 41
Start Date: 02/01/11
End Date: 06/30/14

Primary Recovery Center: Sterling Fst C/S, NY
Configuration Class: Mid-Range
Specified Locations for Class: 1
Multi-Location Discount Percent: N/A
Configuration Eligible for Temporary Transfer: Recovery: N
Testing: N

Minimum Total Monthly Charge: \$ 3,404
Earliest Termination Date: 06/30/2012

MONTHLY CHARGES		USAGE CHARGES	
-----		-----	
IBM: \$	4,005	Additional Test Time Charge (8 Hours): \$	1,000
Non-IBM: \$	0	Recovery Daily Usage Charge (24 Hours): \$	2,778
Network: \$	0	Cold-Site Daily Usage Charge (24 Hours): \$	0
		Network Initiation Charge:	N/A
Total: \$	4,005	Network Usage Charge:	Customer Responsibility

Agreed to:
STATE OF CONNECTICUT

Agreed to:
International Business Machines
Corporation

By _____
Authorized Signature

By _____
Authorized Signature

Name (Type or Print) Date
270D2269 (08/14/12) 2V84305-10

Name (Type or Print) Date
Page 1

Supplement for Business Recovery Services (Continued)

EQUIPMENT CONFIGURATION

Customer Name: STATE OF CONNECTICUT

Configuration

Number: 2082054
 Address: 101 E RIVER DR
 EAST HARTFORD, CT 06108-3285

Processor: NULLCPU STOR
 Class: Mid-Range
 Cold Site: N

Recovery Center: Sterling Fst C/S, NY
 Supplement Number: CFTNHYF

DASD Gigabytes: 92000.000GB

Quantity or Units	Machine or Product	Model	Product Description
=====			

IBM Equipment:

368	SANDISK1	FC	250 GBs FC SAN Disk
Includes: 250 GBs of RAID protected Tier 1 disk capacity with Fibre Channel connectivity. The disk technology may be attached to an IBM San Volume Controller versus direct attached to the contracted servers. BCRS technicians will manage and configure the connectivity between devices			

Test Time Allowance

Office Space / Work Area
 Customer Operations and I/O Suite

First Year: 0 Hours
 Following Years: 0 Hours Per Year

200 Square Feet
 4 Telephones

*Amendment to IBM Customer Agreement
Attachment for Business Recovery Services*

Name and Address of Customer:
STATE OF CONNECTICUT

101 E RIVER DR
EAST HARTFORD, CT 06108-3285

Referenced Agreement No.: A99031
Supplement No.: CFTNHYF
Customer No.: 2082054
Enterprise No.: 2082000

IBM Address:
IBM Corporation
PO BOX 700
SUFFERN, NY 10901-0700

IBM Marketing No.: AZM
IBM Service No.: 7TD

Additional Supplement Numbers:

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

1. In Section 2, "Our Responsibilities", after the subsection "Test Time" insert the following new subsection:

Smaller Test Configuration

Because you have agreed to Test on a smaller Configuration than the Configuration we provide for Recovery Services in exchange for reduced Monthly Charges, we use an additional Supplement for BRS, controlled by a different Supplement Number, to administer the smaller Test Configuration. Under this arrangement:

- 1) Supplement Number CFTNHYF and Supplement Number CFT2SYL form a single Subscription;
- 2) the Configuration and Network Services we provide during:
 - a) Test Time will be according to that which is specified in Supplement Number CFT2SYL;
 - b) Recovery Services will be according to that which is specified in Supplement Number CFTNHYF;
- 3) the annual Test Time Allowance is specified in Supplement Number CFT2SYL;
- 4) all Charges are specified in Supplement Number CFTNHYF; and
- 5) any changes you request to Supplement Number CFT2SYL may result in an adjustment to the Charges in Supplement Number CFTNHYF. In such case, we will issue you revised Supplements for BRS to reflect the changes and adjustment in Charges.

There is no version of this Amendment for -05

If there is a conflict between the terms and conditions of this Amendment including its attached Addendum, Supplements, and Statement of Work and the 1) IBM Customer Agreement, 2) its Attachment for Business Recovery Services, or 3) its Supplement(s) for Business Recovery Services, those of this Amendment and its attached Addendum, Supplements, and Statement of Work prevail. Except as modified by this Amendment and such attached documents, the terms and conditions of such Agreement, Attachment, and Supplement(s) for Business Recovery Services remain in full force and effect.

Each party acknowledges that it has read this Amendment and any applicable 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 Business Recovery Services will consist of 1) this Amendment including its applicable Addendum(a), Supplement(s), and Statement(s) of Work, and 2) the IBM Customer Agreement and its applicable Attachment and Supplement(s) for Business Recovery Services. This statement of the agreement supersedes all proposals or other prior agreements, oral or written, and all other communications between us relating to the subject.

Agreed to:
STATE OF CONNECTICUT

Agreed to:
International Business Machines
Corporation

By _____
Authorized Signature

By _____
Authorized Signature

Name (Type or Print) Date

Name (Type or Print) Date

**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 any equivalent agreement signed by us) apply to this transaction.

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

Agreement No.: A99031
 Supplement No.: CFT2SYL
 Enterprise No.: 2082000
 Customer No.: 2082054

IBM Address:
 IBM CORPORATION
 PO BOX 700
 SUFFERN, NY 10901-0700

Marketing No.: AZM
 Service No.: 7TD

Specified Location Address:
 STATE OF CONNECTICUT
 101 E RIVER DR
 EAST HARTFORD, CT 06108-3285

Supplement Effective Date: 09/01/12
 Revised Supplement: Yes
 Renewal Supplement: No
 Contract Period (Months): 41
 Start Date: 02/01/11
 End Date: 06/30/14

Primary Recovery Center: Sterling Fst C/S, NY
 Configuration Class: Mid-Range
 Specified Locations for Class: N/A
 Multi-Location Discount Percent: N/A
 Configuration Eligible for Temporary Transfer: N/A
 Test Time Allowance (hours): Initial Year: 0
 Following Years: 0

Minimum Total Monthly Charge: N/A
 Earliest Termination Date: N/A

MONTHLY CHARGES

IBM: \$ N/A
 Non-IBM: \$ N/A
 Network: \$ N/A

 Total: \$ N/A

USAGE CHARGES

 Additional Test Time Charge (8 Hours): *
 Recovery Daily Usage Charge (24 Hours): N/A
 Cold-Site Daily Usage Charge (24 Hours): N/A
 Network Initiation Charge: N/A
 Network Usage Charge: N/A

* See Supplement for Recovery Configuration

Agreed to:
 STATE OF CONNECTICUT

Agreed to:
 International Business Machines
 Corporation

By _____
 Authorized Signature

By _____
 Authorized Signature

 Name (Type or Print) Date
 270D2269 (08/14/12) 2V84305-10

 Name (Type or Print) Date
 Page 1

IBM BUSINESS CONTINUITY & RECOVERY SERVICES

BUSINESS RECOVERY SERVICES
CONTRACT DOCUMENTS

FOR

STATE OF CONNECTICUT

101 E RIVER DR

EAST HARTFORD, CT 06108-3285

SUBMITTED BY:

IBM CORPORATION
PO BOX 700
SUFFERN, NY 10901-0700

Supplement Number: CFT2SYL
Sequence Number/Version: 2Y54301-47
Date Generated: 08/14/12
This offer is good until 09/01/12.

**IBM Customer Agreement
Supplement for Business Recovery Services**

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

Name and Address of Customer:
STATE OF CONNECTICUT

101 E RIVER DR
EAST HARTFORD, CT 06108-3285

Agreement No.: A-99-031
Supplement No.: CFT2SYL
Enterprise No.: 2082000
Customer No.: 2082054

IBM Address:
IBM CORPORATION
PO BOX 700
SUFFERN, NY 10901-0700

Marketing No.: BOC
Service No.: 180

Specified Location Address:
STATE OF CONNECTICUT

101 E RIVER DR
EAST HARTFORD, CT 06108-3285

Supplement Effective Date: 09/01/12
Revised Supplement: Yes
Renewal Supplement: No
Contract Period (Months): 72
Start Date: 07/01/08
End Date: 06/30/14

Primary Recovery Center: Sterling Forest, NY
Configuration Class: Mid-Range
Specified Locations for Class: 1
Multi-Location Discount Percent: N/A
Configuration Eligible for Temporary Transfer: Recovery: N
Testing: N

Minimum Total Monthly Charge: \$ 0
Earliest Termination Date: 06/30/2012

MONTHLY CHARGES		USAGE CHARGES	
-----		-----	
IBM: \$	0	Additional Test Time Charge (8 Hours): \$	0
Non-IBM: \$	0	Recovery Daily Usage Charge (24 Hours): \$	0
Network: \$	0	Cold-Site Daily Usage Charge (24 Hours): \$	0
		Network Initiation Charge:	N/A
Total: \$	0	Network Usage Charge:	Customer Responsibility

Agreed to:
STATE OF CONNECTICUT

Agreed to:
International Business Machines
Corporation

By _____
Authorized Signature

By _____
Authorized Signature

Name (Type or Print) Date
30827668 (08/14/12) 2Y54301-47

Name (Type or Print) Date
Page 1

Supplement for Business Recovery Services (Continued)

EQUIPMENT CONFIGURATION

Customer Name: STATE OF CONNECTICUT

Configuration

Number: 2082054
 Address: 101 E RIVER DR
 EAST HARTFORD, CT 06108-3285

Processor: NULLCPU STOR
 Class: Mid-Range
 Cold Site: N

Recovery Center: Sterling Forest, NY
 Supplement Number: CFT2SYL

DASD Gigabytes: 27000.000GB

Quantity or Units	Machine or Product	Model	Product Description
=====			

IBM Equipment:

108 SANDISK1 FC 250 GBs FC SAN Disk

Includes: 250 GBs of RAID protected Tier 1 disk capacity with Fibre Channel connectivity. The disk technology may be attached to an IBM San Volume Controller versus direct attached to the contracted servers. BCRS technicians will manage and configure the connectivity between devices

Test Time Allowance

Office Space / Work Area
 Customer Operations and I/O Suite

First Year: 144 Hours
 Following Years: 152 Hours Per Year

200 Square Feet
 4 Telephones

*Amendment to IBM Customer Agreement
Attachment for Business Recovery Services*

Name and Address of Customer:

STATE OF CONNECTICUT

101 E RIVER DR

EAST HARTFORD, CT 06108-3285

Referenced Agreement No.: A-99-031

Supplement No.: CFT2SYL

Customer No.: 2082054

Enterprise No.: 2082000

IBM Address:

IBM Corporation

PO BOX 700

SUFFERN, NY 10901-0700

IBM Marketing No.: BOC

IBM Service No.: 180

Additional Supplement Numbers:

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

1. In Section 2, "Our Responsibilities", after the subsection "Test Time" insert the following new subsection:

Smaller Test Configuration

Because you have agreed to Test on a smaller Configuration than the Configuration we provide for Recovery Services in exchange for reduced Monthly Charges, we use an additional Supplement for BRS, controlled by a different Supplement Number, to administer the smaller Test Configuration. Under this arrangement:

- 1) Supplement Number CFTNHYF and Supplement Number CFT2SYL form a single Subscription;
- 2) the Configuration and Network Services we provide during:
 - a) Test Time will be according to that which is specified in Supplement Number CFT2SYL;
 - b) Recovery Services will be according to that which is specified in Supplement Number CFTNHYF;
- 3) the annual Test Time Allowance is specified in Supplement Number CFT2SYL;
- 4) all Charges are specified in Supplement Number CFTNHYF; and
- 5) any changes you request to Supplement Number CFT2SYL may result in an adjustment to the Charges in Supplement Number CFTNHYF. In such case, we will issue you revised Supplements for BRS to reflect the changes and adjustment in Charges.

There is no version of this Amendment for -05

2. In Section 9, "Other Terms", before the subsection "Assignment" insert the following new subsection:

State & Local Government Terms

Notwithstanding the forgoing, for the Subscription(s) identified by the above Supplement Number(s), we will:

- 1) include a discount in your IBM Monthly Charge of not less than the maximum Multi-Location Discount (30%) we provide to eligible private sector Subscription holders;
- 2) waive adjustment charges if you terminate such Subscription(s) before the start of any fiscal year because funds have not been appropriated by the applicable legislative body; and
- 3) defer any applicable increases in rates and Monthly Charges until the first invoice cycle of your next twelve-month fiscal year.

If there is a conflict between the terms and conditions of this Amendment including its attached Addendum, Supplements, and Statement of Work and the 1) IBM Customer Agreement, 2) its Attachment for Business Recovery Services, or 3) its Supplement(s) for Business Recovery Services, those of this Amendment and its attached Addendum, Supplements, and Statement of Work prevail. Except as modified by this Amendment and such attached documents, the terms and conditions of such Agreement, Attachment, and Supplement(s) for Business Recovery Services remain in full force and effect.

Each party acknowledges that it has read this Amendment and any applicable 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 Business Recovery Services will consist of 1) this Amendment including its applicable Addendum(a), Supplement(s), and Statement(s) of Work, and 2) the IBM Customer Agreement and its applicable Attachment and Supplement(s) for Business Recovery Services. This statement of the agreement supersedes all proposals or other prior agreements, oral or written, and all other communications between us relating to the subject.

Agreed to:
STATE OF CONNECTICUT

Agreed to:
International Business Machines
Corporation

By _____
Authorized Signature

By _____
Authorized Signature

Name (Type or Print) Date

Name (Type or Print) Date

**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 any equivalent agreement signed by us) apply to this transaction.

Name and Address of Customer: Agreement No.: A-99-031
 STATE OF CONNECTICUT Supplement No.: CFT2SYL
 101 E RIVER DR Enterprise No.: 2082000
 EAST HARTFORD, CT 06108-3285 Customer No.: 2082054

IBM Address: Marketing No.: BOC
 IBM CORPORATION Service No.: 180
 PO BOX 700
 SUFFERN, NY 10901-0700 Supplement Effective Date: 09/01/12

Specified Location Address: Renewal Supplement: No
 STATE OF CONNECTICUT Contract Period (Months): 72
 101 E RIVER DR Start Date: 07/01/08
 EAST HARTFORD, CT 06108-3285 End Date: 06/30/14

Primary Recovery Center: Sterling Forest, NY
 Configuration Class: Mid-Range
 Specified Locations for Class: N/A
 Multi-Location Discount Percent: N/A
 Configuration Eligible for Temporary Transfer: N/A
 Test Time Allowance (hours): Initial Year: 144
 Following Years: 152
 Minimum Total Monthly Charge: N/A
 Earliest Termination Date: N/A

MONTHLY CHARGES	USAGE CHARGES
-----	-----
IBM: \$ N/A	Additional Test Time Charge (8 Hours): *
Non-IBM: \$ N/A	Recovery Daily Usage Charge (24 Hours): N/A
Network: \$ N/A	Cold-Site Daily Usage Charge (24 Hours): N/A
-----	Network Initiation Charge: N/A
Total: \$ N/A	Network Usage Charge: N/A

* See Supplement for Recovery Configuration

Agreed to:
 STATE OF CONNECTICUT

Agreed to:
 International Business Machines
 Corporation

By _____
 Authorized Signature

By _____
 Authorized Signature

 Name (Type or Print) Date
 30827668 (08/14/12) 2Y54301-47

 Name (Type or Print) Date
 Page 1

Please See COMDOC for OSR Preload

20080815 See OSR change authorization in COMDOC 20080915 SJP

IBM BUSINESS CONTINUITY & RECOVERY SERVICES

BUSINESS RECOVERY SERVICES
CONTRACT DOCUMENTS

FOR

STATE OF CONNECTICUT

101 E RIVER DR

EAST HARTFORD, CT 06108-3285

SUBMITTED BY:

IBM CORPORATION
PO BOX 700
SUFFERN, NY 10901-0700

Supplement Number: CFT2SWL
Sequence Number/Version: 2Z51201-52
Date Generated: 08/14/12
This offer is good until 09/01/12.

**IBM Customer Agreement
Supplement for Business Recovery Services**

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

Name and Address of Customer:
STATE OF CONNECTICUT

101 E RIVER DR
EAST HARTFORD, CT 06108-3285

Agreement No.: A-99-031
Supplement No.: CFT2SWL
Enterprise No.: 2082000
Customer No.: 2082054

IBM Address:
IBM CORPORATION
PO BOX 700
SUFFERN, NY 10901-0700

Marketing No.: BOC
Service No.: 180

Specified Location Address:
STATE OF CONNECTICUT

101 E RIVER DR
EAST HARTFORD, CT 06108-3285

Supplement Effective Date: 09/01/12
Revised Supplement: Yes
Renewal Supplement: No
Contract Period (Months): 72
Start Date: 07/01/08
End Date: 06/30/14

Primary Recovery Center: Sterling Forest, NY
Configuration Class: Large
Specified Locations for Class: 1
Multi-Location Discount Percent: N/A
Configuration Eligible for Temporary Transfer: Recovery: N
Testing: N

Minimum Total Monthly Charge: \$ 10,798
Earliest Termination Date: 06/30/2012

MONTHLY CHARGES		USAGE CHARGES	
-----		-----	
IBM: \$	12,703	Additional Test Time Charge (8 Hours): \$	7,355
Non-IBM: \$	0	Recovery Daily Usage Charge (24 Hours): \$	9,194
Network: \$	0	Cold-Site Daily Usage Charge (24 Hours): \$	2,541
		Network Initiation Charge:	N/A
Total: \$	12,703	Network Usage Charge:	Customer Responsibility

Agreed to:
STATE OF CONNECTICUT

Agreed to:
International Business Machines Corporation

By _____
Authorized Signature

By _____
Authorized Signature

Name (Type or Print) Date
33725466 (08/14/12) 2Z51201-52

Name (Type or Print) Date
Page 1

Supplement for Business Recovery Services (Continued)

EQUIPMENT CONFIGURATION

Customer Name: STATE OF CONNECTICUT Configuration

Number: 2082054	Processor: 2094 702
Address: 101 E RIVER DR	Class: Large
EAST HARTFORD, CT 06108-3285	Cold Site: Y
Recovery Center: Sterling Forest, NY	System Storage: 81920MB
Supplement Number: CFT2SWL	DASD Gigabytes: 9344.000GB

Quantity or Units	Machine or Product	Model	Product Description
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=====

IBM Equipment:

1	2094	702	IBM System z9 109
80	2094	GB1	IBM 2094 Memory - 1st 2094 Provides 1 GB of processor memory on the first 2094.
1	MAINFRAME	LPAR	LPAR Selection (No cost)
5	MAINFRAME	VM	VM Guest Selection (No cost)
1	2107921I	BASE	IBM TotalStorage DS8100 Includes: Dual two-way processor-complex, 64 GB processor memory, and one 16-pack of 146 GB disk drives providing 2336 GB physical unprotected capacity.
3	2107921I	DISK	IBM DS8100 Physical Capacity Includes: One 16-pack of 146 GB disk drives providing 2336 GB additional physical unprotected capacity on 2107921I BASE. Prerequisite: 2107921I BASE configuration.
2	2107921I	FCON	IBM DS8100 FICON Host Adapter Includes: One four-port FICON Host Adapter on 2107921I BASE. Prerequisite: 2107921I BASE configuration.
1	2107921I	PAV	IBM DS8100 PAV Authorization Includes: Parallel Access Volume authorization on 2107921I BASE. Prerequisite: 2107921I BASE configuration.
1	2107921I	PTC	IBM DS8100 PTC Authorization Includes: Point in Time Copy authorization on 2107921I BASE. Prerequisite: 2107921I BASE configuration.
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

Supplement for Business Recovery Services (Continued)

EQUIPMENT CONFIGURATION

Customer Name: STATE OF CONNECTICUT

Configuration

Number: 2082054	Processor: 2094 702
Address: 101 E RIVER DR	Class: Large
EAST HARTFORD, CT 06108-3285	Cold Site: Y
Recovery Center: Sterling Forest, NY	System Storage: 81920MB
Supplement Number: CFT2SWL	DASD Gigabytes: 9344.000GB

Quantity or Units	Machine or Product	Model	Product Description
=====			
2	3590LS	B11	Magstar Tape Drive Includes: 1-3590-A50 Control Unit per 4 3590LS B11 Each 3590LS-B11 Contains One Drive.
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.
1	2074	001	Non-SNA 3270 Controller Includes: 2 ESCON ports, 2 Ethernet ports, 2 Token Ring ports. Supports up to 32 non-SNA 3270 sessions (16 per ESCON port). Prerequisite: A "3270 PC" solution is required for local non-SNA support. Support for any other PC connection requires a "REMCONS PKG1" solution.
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.
4	2094OE2	GBSX	2094 OSA-Express2 GbE SX Includes: One 2094 OSA-Express2 Gigabit Ethernet SX port. Maximum of four 2094OE2 GBSX supported per 2094 processor.
2	2094OE2+	GBSX	2094 OSA-Express2 GbE SX

Supplement for Business Recovery Services (Continued)

EQUIPMENT CONFIGURATION

Customer Name: STATE OF CONNECTICUT

Configuration

Number: 2082054	Processor: 2094 702
Address: 101 E RIVER DR	Class: Large
EAST HARTFORD, CT 06108-3285	Cold Site: Y
Recovery Center: Sterling Forest, NY	System Storage: 81920MB
Supplement Number: CFT2SWL	DASD Gigabytes: 9344.000GB

Quantity or Units	Machine or Product	Model	Product Description
=====			

Includes: One 2094 OSA-Express2 Gigabit Ethernet SX port.
Maximum of four 2094OE2+ GBSX supported per 2094 processor.

Test Time Allowance

Office Space / Work Area
Customer Operations and I/O Suite

First Year: 144 Hours
Following Years: 152 Hours Per Year

600 Square Feet
18 Telephones

*Amendment to IBM Customer Agreement
Attachment for Business Recovery Services*

Name and Address of Customer:
STATE OF CONNECTICUT

101 E RIVER DR
EAST HARTFORD, CT 06108-3285

Referenced Agreement No.: A-99-031
Supplement No.: CFT2SWL
Customer No.: 2082054
Enterprise No.: 2082000

IBM Address:
IBM Corporation
PO BOX 700
SUFFERN, NY 10901-0700

IBM Marketing No.: BOC
IBM Service No.: 180

Additional Supplement Numbers:

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

There is no version of this Amendment for -05

1. In Section 9, "Other Terms", before the subsection "Assignment" insert the following new subsection:

State & Local Government Terms

Notwithstanding the forgoing, for the Subscription(s) identified by the above Supplement Number(s), we will:

- 1) include a discount in your IBM Monthly Charge of not less than the maximum Multi-Location Discount (30%) we provide to eligible private sector Subscription holders;
- 2) waive adjustment charges if you terminate such Subscription(s) before the start of any fiscal year because funds have not been appropriated by the applicable legislative body; and
- 3) defer any applicable increases in rates and Monthly Charges until the first invoice cycle of your next twelve-month fiscal year.

If there is a conflict between the terms and conditions of this Amendment including its attached Addendum, Supplements, and Statement of Work and the 1)

IBM Customer Agreement, 2) its Attachment for Business Recovery Services, or 3) its Supplement(s) for Business Recovery Services, those of this Amendment and its attached Addendum, Supplements, and Statement of Work prevail. Except as modified by this Amendment and such attached documents, the terms and conditions of such Agreement, Attachment, and Supplement(s) for Business Recovery Services remain in full force and effect.

Each party acknowledges that it has read this Amendment and any applicable 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 Business Recovery Services will consist of 1) this Amendment including its applicable Addendum(a), Supplement(s), and Statement(s) of Work, and 2) the IBM Customer Agreement and its applicable Attachment and Supplement(s) for Business Recovery Services. This statement of the agreement supersedes all proposals or other prior agreements, oral or written, and all other communications between us relating to the subject.

Agreed to:
STATE OF CONNECTICUT

Agreed to:
International Business Machines
Corporation

By _____
Authorized Signature

By _____
Authorized Signature

Name (Type or Print) Date

Name (Type or Print) Date

IBM BUSINESS CONTINUITY & RECOVERY SERVICES

BUSINESS RECOVERY SERVICES
CONTRACT DOCUMENTS

FOR

STATE OF CONNECTICUT

101 E RIVER DR

EAST HARTFORD, CT 06108-3285

SUBMITTED BY:

IBM CORPORATION
PO BOX 700
SUFFERN, NY 10901-0700

Supplement Number: CFT2SXL
Sequence Number/Version: 2Z51203-68
Date Generated: 08/14/12
This offer is good until 09/01/12.

**IBM Customer Agreement
Supplement for Business Recovery Services**

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

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

Agreement No.: A-99-031
Supplement No.: CFT2SXL
Enterprise No.: 2082000
Customer No.: 2082054

IBM Address: IBM CORPORATION
PO BOX 700
SUFFERN, NY 10901-0700

Marketing No.: BOC
Service No.: 180

Specified Location Address: STATE OF CONNECTICUT
101 E RIVER DR
EAST HARTFORD, CT 06108-3285

Supplement Effective Date: 09/01/12
Revised Supplement: Yes
Renewal Supplement: No
Contract Period (Months): 72
Start Date: 07/01/08
End Date: 06/30/14

Primary Recovery Center: Sterling Fst C/S, NY
Configuration Class: Client Server
Specified Locations for Class: 1
Multi-Location Discount Percent: N/A
Configuration Eligible for Temporary Transfer: Recovery: N
Testing: N

Minimum Total Monthly Charge: \$ 9,488
Earliest Termination Date: 06/30/2012

MONTHLY CHARGES		USAGE CHARGES	
-----		-----	
IBM: \$	4,633	Additional Test Time Charge (8 Hours): \$	6,117
Non-IBM: \$	6,419	Recovery Daily Usage Charge (24 Hours): \$	7,647
Network: \$	110	Cold-Site Daily Usage Charge (24 Hours): \$	0
	-----	Network Initiation Charge:	N/A
Total: \$	11,162	Network Usage Charge:	Customer Responsibility

Agreed to:
STATE OF CONNECTICUT

Agreed to:
International Business Machines Corporation

By _____
Authorized Signature

By _____
Authorized Signature

Name (Type or Print) Date
31226737 (08/14/12) 2Z51203-68

Name (Type or Print) Date
Page 1

Supplement for Business Recovery Services (Continued)

EQUIPMENT CONFIGURATION

Customer Name: STATE OF CONNECTICUT

Configuration

Number: 2082054
 Address: 101 E RIVER DR
 EAST HARTFORD, CT 06108-3285
 Recovery Center: Sterling Fst C/S, NY
 Supplement Number: CFT2SXL

Processor: CLIENTSRV CPU
 Class: Client Server
 Cold Site: N

Quantity or Units	Machine or Product	Model	Product Description
=====			

IBM Equipment:

1 HPDL580A BASE HP Server DL580A MP-3.0
 Item: HP Proliant DL580 G2

Includes: 4 Way SMP Architecture
 1 Intel 3Ghz Xeon MP Processors
 1GB Memory
 72.8 GB SCSI Hard Drive
 3.5" Diskette Drive
 DVD-ROM Drive
 Dual 10/100/1000 Ethernet Adapter
 1 HP 6404 Array Controller
 1 Adaptec Single Ended SCSI Controller

Note: The item listed above cannot be selected for temporary transfer.

1 HPDL580A MEM1 Add'l HPDL580A 1GB Memory
 3 HPDL580C BASE HP Server DL580C -3.4Ghz DC
 Item: HP Proliant DL580 G4

Includes: 4 Way SMP Architecture
 1 Intel 3.4Ghz Xeon MP Processors - 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

Note: The item listed above cannot be selected for temporary transfer.

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 MP Processors - 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

Supplement for Business Recovery Services (Continued)

EQUIPMENT CONFIGURATION

Customer Name: STATE OF CONNECTICUT

Configuration

Number: 2082054
 Address: 101 E RIVER DR
 EAST HARTFORD, CT 06108-3285

Processor: CLIENTSRV CPU
 Class: Client Server
 Cold Site: N

Recovery Center: Sterling Fst C/S, NY
 Supplement Number: CFT2SXL

Quantity or Units	Machine or Product	Model	Product Description
=====			

Note: The item listed above cannot be selected for temporary transfer.

155	HPDL580D	MEM1	Add'l HPDL580D 4GB Memory
15	HPDL580D	PRC1	Add'l HPDL580D 2.93Ghz Proc QC
26	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
 3.5" Diskette Drive
 DVD Drive
 1 Dual Integrated 10/100/1000MB Ethernet Adapter
 1 IBM SAS Array Controller
 **USB support

Note: The item listed above cannot be selected for temporary transfer.

37	IBMX3850A	MEM1	Add'l IBMx3850A 2 GB Memory
12	IBMX3850A	PRC1	Add'l IBMx3850A-3.3Ghz Proc

Additional Intel 3.3Ghz Xeon MP processor - Dual Core

One processor is already included as part of the base server configuration.

35	PCOPT FC	146G	CPQ/HP Server 146G Hard Drive
----	----------	------	-------------------------------

Compaq/HP 146GB Hard Drive

For use with the Compaq/HP Proliant Servers ONLY

3	PCOPT FC	73G1	CPQ/HP Server 72.8 Hard Drive
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Compaq/HP 72.8GB SCSI Hard Drive

For use with the Compaq/HP Proliant Servers ONLY

62	PCOPT FC	73G2	IBM Server 73.4 Hard Drive
10	PCWS-266Q	PKGA	QC-2.66Ghz Desktop W/Wkspc

Includes workspace equipped with a PC and voice services

Supplement for Business Recovery Services (Continued)

EQUIPMENT CONFIGURATION

Customer Name: STATE OF CONNECTICUT

Configuration

Number: 2082054
 Address: 101 E RIVER DR
 EAST HARTFORD, CT 06108-3285

Processor: CLIENTSRV CPU
 Class: Client Server
 Cold Site: N

Recovery Center: Sterling Fst C/S, NY
 Supplement Number: CFT2SXL

Quantity or Units	Machine or Product	Model	Product Description
=====			

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.

Supported operating systems are:

Microsoft Windows 2000 Professional
 Microsoft Windows XP Professional
 Microsoft Windows Vista Enterprise

Please refer to the associated attachment regarding the preload of an operating system.

40 PRELOAD SR1 OS Preload For Intel Server

Includes: The pre-loading of a supported server operating system for Intel based servers.

Supplement for Business Recovery Services (Continued)

EQUIPMENT CONFIGURATION

Customer Name: STATE OF CONNECTICUT

Configuration

Number: 2082054	Processor: CLIENTSRV CPU
Address: 101 E RIVER DR	Class: Client Server
EAST HARTFORD, CT 06108-3285	Cold Site: N
Recovery Center: Sterling Fst C/S, NY	
Supplement Number: CFT2SXL	

Quantity or Units	Machine or Product	Model	Product Description
=====			

Supported operating systems are:

Microsoft Windows 2000 Server
 Microsoft Windows 2000 Advanced Server
 Microsoft Windows 2003 Standard Edition-32 R2
 Microsoft Windows 2003 Enterprise Edition-32 R2
 Microsoft Windows 2003 Standard Edition-64 bit R2
 Microsoft Windows 2003 Enterprise Edition-64 bit R2
 Windows Server 2008 Standard 32 Bit (Full Installation)
 Windows Server 2008 Enterprise 32 Bit(Full Installation)
 Windows Server 2008 Standard 64 Bit (Full Installation)
 Windows Server 2008 Enterprise 64 Bit(Full Installation)
 Win Server 2008 Standard 64 Bit (Full Installation) R2
 Win Server 2008 Enterprise 64 Bit(Full Installation) R2

VMWare ESX 2.5.x
 VMWare ESX 3.0.x
 VMWare ESX 3.5.x
 VMWare vSphere 4.x
 VMware ESXi 4.x
 VMware ESXi 5.x

Please refer to the associated attachment regarding the preload of a server operating system.

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.

Network Lines:

1 ISDN/BANO PRI Verizon ISDN/PRI
 Note: Termination Equipment Must Be Separately Selected.

Supplement for Business Recovery Services (Continued)

EQUIPMENT CONFIGURATION

Customer Name: STATE OF CONNECTICUT

Configuration

Number: 2082054
 Address: 101 E RIVER DR
 EAST HARTFORD, CT 06108-3285

Processor: CLIENTSRV CPU
 Class: Client Server
 Cold Site: N

Recovery Center: Sterling Fst C/S, NY
 Supplement Number: CFT2SXL

Quantity or Units	Machine or Product	Model	Product Description
----------------------	-----------------------	-------	------------------------

=====

Non-IBM Equipment:

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 (PJM),
 Printer Management Language (PML)

Typefaces: 45 scalable TrueType, 35 PostScriptC9

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.
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14	PCOPT FC	ETH4	Quad Port PCI-Xpress ETH Adp Intel Pro 1000 PT Quad Port 10/100/1000 PCI Ethernet Adapter
----	----------	------	---

13	PCOPT FC	FC10	Emulex LP11002 PCI-Xpress FC Emulex LP1102 - Dual Port fiber adapter
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7	PCOPT FC	FC15	Emulex LP12002 PCI-Xpress FC Emulex LP12002 - Dual Port PCI-Express fiber adapter
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Test Time Allowance

Office Space / Work Area
 Customer Operations and I/O Suite

First Year: 144 Hours
 Following Years: 152 Hours Per Year

0 Square Feet
 0 Telephones

**Amendment to IBM Customer Agreement
Attachment for Business Recovery Services**

Name and Address of Customer:
STATE OF CONNECTICUT

101 E RIVER DR
EAST HARTFORD, CT 06108-3285

Referenced Agreement No.: A-99-031
Supplement No.: CFT2SXL
Customer No.: 2082054
Enterprise No.: 2082000

IBM Address:
IBM Corporation
PO BOX 700
SUFFERN, NY 10901-0700

IBM Marketing No.: BOC
IBM Service No.: 180

Additional Supplement Numbers:

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

There is no version of this Amendment for -05

1. In Section 9, "Other Terms", before the subsection "Assignment" insert the following new subsection:

State & Local Government Terms

Notwithstanding the forgoing, for the Subscription(s) identified by the above Supplement Number(s), we will:

- 1) include a discount in your IBM Monthly Charge of not less than the maximum Multi-Location Discount (30%) we provide to eligible private sector Subscription holders;
- 2) waive adjustment charges if you terminate such Subscription(s) before the start of any fiscal year because funds have not been appropriated by the applicable legislative body; and
- 3) defer any applicable increases in rates and Monthly Charges until the first invoice cycle of your next twelve-month fiscal year.

2. At the end of Section 9 "Other Terms", insert the following one new subsection:

Automatic Call Distribution (ACD) Services

Automatic Call Distribution (called "ACD") is a telephony feature for a call center environment that provides the capability to route calls

to individual agents or agent groups. To use ACD Services, both ACD Agent Positions and ACD Routes are required.

Definitions for ACD Services:

Automatic Call Distribution Agent Position ("ACD Position") means a workplace desk equipped with an ACD enabled voice instrument to receive incoming calls routed by an ACD system.

Automatic Call Distribution Agents ("ACD Agents") are the individual agents or agent groups in a call center environment to whom calls are routed by an ACD system.

Automatic Call Distribution Routes ("ACD Routes") are entries in electronically stored tables that determine how incoming calls are routed to ACD Agents.

Our Responsibilities - ACD Services:

The following describes our responsibilities relating to ACD Routes. For the Subscription(s) identified by the Supplement Number(s) listed above, IBM will:

- 1) build, and update upon your request, ACD Route(s) within one month of our receipt of information you provide to us, and on which we may rely, to build or update such Routes;
- 2) electronically store your ACD Route(s) on a server at an IBM provided location;
- 3) provide to you the appropriate destination information to which you will redirect your calls or have your calls redirected during Test Time or Recovery Services;
- 4) activate your ACD Route(s) in conjunction with Test Time or Recovery Services; and
- 5) on your request and on a per-request basis, make updates to such ACD Route(s) based upon information you provide to us when making such request.

The following describes our responsibilities relating to ACD Positions. For the Subscription(s) identified by the Supplement Number(s) listed above, and for each ACD Position, we will provide an ACD enabled voice instrument which may be either a physical telephone device or a telephone interface device and agent software to be installed on a workstation. When utilized, the telephone interface device may be an internal PC card, or an external device that connects to an external (serial, parallel, USB, etc.) port.

When ACD Services are provided through the use of a telephone interface device and agent software installed on a workstation, and if such workstation is not provided by us (that is, it is provided through a Subscription to Class A, Class N, or Class R Services, or it is provided by you) or is physically located in a mobile unit, ACD Services on each such workstation will be available only after the workstation is installed and completely configured for ACD.

Additionally, we will provide one (1) specially equipped workstation (called a "Supervisor Workstation") to display your real time call center activities and measurements. On your reasonable request, we will provide printed reports of your call center activities from such Supervisor Workstation.

In addition to ACD Routes and ACD Positions, optional additional services exist that you may select on a per Subscription basis for an additional charge. Such optional additional ACD Services are i) ACD Agent Recording, ii) ACD Agent Recording Playback, and iii) Additional Supervisor Workstations.

For each Subscription having a Configuration that includes ACD Agent Recording, we will:

- 1) depending upon the Recovery Center at which ACD Services are provided, record either all calls received and made by an ACD Agent, or only those calls made when logged in as an ACD Agent; and
- 2) provide you a copy of all recordings on a transportable media (e.g., DAT, CD-ROM, etc.).

For each Subscription having a Configuration that includes ACD Agent Recording Playback, we will install and configure an application on a workstation(s) at the Recovery Center that will allow you to search the recording system and playback specific recordings made during Test Time or Recovery Services. Upon your request after such Test Time or Recovery Services, we will make its recording playback system available to you, should you need to search your copy of the recordings and playback specific recordings.

For each Subscription having a Configuration that includes additional Supervisor Workstations, for each additional Supervisor Workstation in such Configuration, we will install and configure an application on a workstation at the Recovery Center that will allow you to view a subset of your call center activities and measurements from each such additional Supervisor Workstation.

Your Responsibilities - ACD Services:

You understand and agree that:

- 1) ACD Services will not be available for Test Time or Recovery Services until the necessary hardware and software components have been installed and configured, and the ACD Routes have been created and installed; and
- 2) when used, agent software must be installed on a workstation capable of supporting the Windows 98 (or later) operating system.

Your other responsibilities are as follows.

For ACD Routes, you agree to:

- 1) provide to us, within one month of adding ACD Services to a Subscription, accurate ACD agent routing information on which we may rely to generate your ACD Route(s);
- 2) arrange with your telecommunication providers, in advance of any Test Time or Recovery Services, to establish alternate routing instructions to redirect your calls to the IBM-provided location;
- 3) be responsible for the development and maintenance of the information required for us to generate ACD Route(s) for you;
- 4) notify us promptly of any changes you make that may impact either the ACD Route(s) we generate and store on your behalf or our ability to provide ACD Services; and
- 5) pay a one-time charge associated with the initial creation of your ACD Route(s). Such charge is specified in the Configuration section of a Supplement for BRS. Additionally, there is a charge associated with our making changes to such route(s). Upon your request for us to make a change to the ACD Route(s), such charge will be

estimated and provided to you. We will not make such change without your written authorization.

When the ACD Services we provide to you an ACD enabled voice instrument that consists of agent software installed on a workstation and a telephone interface, you agree:

- 1) for each ACD Position, to provide a workstation that meets the following minimum requirements:
 - a) 350 MHz Pentium PC;
 - b) 32 MB RAM;
 - c) 8 MB available hard-disk space;
 - d) Windows 98 or better; and
 - e) Sound card recommended;
- 2) each such workstation may be a) included in the Configuration of your Subscription, b) provided through a Subscription to Class A, Class N, or Class R Services, or c) provided by you;
- 3) that the telephone interface device may be an internal PC card, or an external device that connects to an external (serial, parallel, USB, etc.) port;
- 4) that for you to install and use ACD Services, your workstation must a) be running a supported Windows operating system, b) be attached to a local area network (LAN), c) be configured with an Internet protocol (IP) address, and d) be able to communicate using the TCP/IP network protocol;
- 5) that the ACD application must be configured to communicate with an IBM ACD server(s). This configuration will require that you work with us to design and document a TCP/IP network configuration that includes our network and server components; and
- 6) that if, on such workstation, you reload the operating system or delete the ACD application or break the LAN or TCP/IP communications, then the ACD Services at such workstation will be unavailable until the full ACD configuration is restored.

When ACD Services are being provided in a mobile unit, you agree:

- 1) that if you are providing the telephone services to such mobile unit(s), the telephone lines must be analog and capable of direct inward dialing ("DID") and direct outward dialing ("DOD") calling. You are responsible for providing any enhanced features (for example, 3-way calling, call transfer, etc.) you require;
- 2) that if we are providing the telephone services to such mobile unit(s), the terms in our Telephone In The Workplace Services apply;
- 3) that if you are providing the data connectivity to such mobile unit(s), you must provide TCP/IP connectivity from your network to the IBM ACD server site(s) designated by us. This will require you to work with us to design and document a TCP/IP network configuration that includes our network and server components. You must have a Subscription for BRS, where the Primary Recovery Center is the same as the IBM ACD server site, that includes these components in its Configuration; and
- 4) that if we are providing the data connectivity to such mobile unit(s), you will be required to work with us to design and document a TCP/IP network configuration that includes our network and server components. You must have a Subscription for BRS, where the Primary Recovery Center is the same as the IBM ACD server site, that includes these components in its Configuration.

Charges for ACD Services:

You agree to pay:

- 1) the Monthly Charge for ACD Services. Such charge is included in the Total Monthly Charge specified in the Supplement for BRS;
- 2) the one-time charge associated with the initial creation of your ACD Route(s). Such charge is specified in the Supplement for BRS. We will invoice such charge separately following completion of the requested update; and
- 3) an additional charge each time you request us to make changes to your ACD Route(s) that are electronically stored on our servers. The amount of such charge will be based on our prevailing rates and minimums. Upon your request for us to update such route(s), such additional charge will be estimated and provided to you. We will invoice such charge separately following completion of the requested update. We will not make such change without your written authorization.

3. At the end of Section 9 "Other Terms", add the following new subsection:

Telephone In The Workplace Services

The basic telephone services provided for each end user workspace at a Recovery Center at no additional charge are:

- 1) one (1) touch-tone Telephone Set;
- 2) Direct Inward Dialing (DID) - Every telephone has a 10 digit telephone number that outside callers can dial directly rather than by going through a central attendant; and
- 3) Direct Outward Dialing (DOD) - You can place outside calls without using a system attendant or waiting for an available line.

Additional telephone services and features ("Additional Telephone Services and Features") are available on a per Subscription basis for an additional charge.

Our Responsibilities - Telephone In The Workplace Services:

Any Additional Telephone Services and Features to which you subscribe will be specified in a Supplement. Many of these Additional telephone Services and Features require installation by a telecommunications services provider.

For each Subscription having a Configuration that includes Additional Telephone Services and Features, we will:

- 1) upon receipt of the required information from you, initiate work orders with our telephone service providers to implement the installation or programming of the Additional Telephone Services and features. The implementation schedule for these Additional Telephone Services and Features will be identified once such work orders have been placed.

Your Responsibilities - Telephone In The Workplace Services:

You understand and agree that:

- 1) any Additional Telephone Services and Features to which you subscribe will not be available for Test Time or Recovery Services until the hardware and software components have been installed, and

- the telephone configurations have been created, installed and programmed;
- 2) implementation times for such Additional Telephone Services and Features vary; and
 - 3) any Additional Telephone Services and Features will be available only at the Primary Recovery Center identified in the Supplement of each such Subscription.

Additionally, you agree to:

- 1) provide us, within one (1) month of adding Additional Telephone Services and Features to a Subscription, with the required information necessary for us to create and submit telephone work orders to implement such Additional Telephone Services and Features;
- 2) notify us promptly of any changes you make that may impact such Additional Telephone Services and Features;
- 3) arrange, in advance of any Test Time or as soon as feasible following your declaration of a Disaster, with your telecommunications providers to establish alternate call routing arrangements to redirect your incoming telephone calls to the telephone numbers at IBM;
- 4) notify your telecommunications providers to redirect your calls to the IBM provided telephone number(s) for any Test Time or Recovery Services;
- 5) be solely responsible for any telecommunications provider's charges associated with the redirection of your incoming telephone calls to us; and
- 6) accept responsibility for any failure or performance problems by your vendors, contractors, or telephone service providers associated with our provision of Additional Telephone Services and Features which were beyond our reasonable control to prevent.

Charges - Telephone In The Workplace Services:

You agree to pay:

- 1) the Monthly Charges for any Additional Telephone Services and Features that you order. Such charges are included in the Total Monthly Charge specified in the Supplement for BRS;
- 2) an additional charge each time you require changes to Configurations or programming of any such Additional Telephone Services and Features. The amount of such additional charge will be based on our prevailing rates and minimums. Upon your request for us to make these changes, such additional charge will be estimated and provided to you. We will invoice such charge separately following completion of the requested update. We will not make any changes without your written authorization; and
- 3) all telephone usage charges resulting from your use of IBM provide telephone services. We will invoice such charges separately following completion of Test Time or Recovery Services.

4. At the end of Section 9 "Other Terms", insert the following one new subsection:

Preload Services - image preload

Under Preload Services - image preload (called "Image Preload Services"), in conjunction with a Test or Recovery Services, we will load an image of your hard drive onto Intel workstations at a Recovery Center.

Our Responsibilities - Image Preload Services

Image Preload Services will be limited to the activities described in this Subsection, and will be provided on the quantity of workstation(s) identified in a Supplement as being subscribed to Image Preloads.

As necessary throughout the Contract Period, we will:

- 1) provide to you technical specifications relating to the software you use for creating images;
- 2) within 20 business days of IBM's receipt of an image from you, preload such image onto an Intel workstation at a Recovery Center;
- 3) promptly notify you if the image(s) contain errors or did not load successfully;
- 4) store a copy, in CD-ROM ("CD") format, of your most current workstation image(s) at the Recovery Center; and
- 5) notify you of any Intel workstation upgrade or refresh performed at the Primary Recovery Center, so you can make any required modifications to your image(s) to allow you to make better use of a Recovery Center during a Test or Recovery Services.

During a Test or Recovery Services, we will:

- 1) load, using the most current CD(s) containing your workstation image(s) and instructions provided by you, your workstation image(s) onto Intel workstations at the Recovery Center; and
- 2) turn control of such workstations over to you.

Your Responsibilities - Image Preload Services

You agree to:

- 1) within 20 business days of subscribing to Image Preload Services, provide us with:
 - a) a copy of each image (in CD format) you want us to load onto Intel workstation(s) at a Recovery Center; and
 - b) information, on which we may rely, relating to our performance of Image Preload Services;
- 2) as necessary throughout the Contract Period:
 - a) provide us with requested changes to the image two (2) weeks prior to a scheduled Test or as soon as feasible following your declaration of a Disaster;
 - b) upon receipt from us of notification of upgrades and/or refreshes to the Intel workstations at a Recovery Center, provide updated images to us that reflect such upgrades and/or refreshes;
- 3) during a Test or Recovery Services, assume control of the Intel workstations at the Recovery Center after we complete loading the specified image(s) onto them.

Charges for Image Preload Services:

You agree to pay the Monthly Charge for Image Preload Services. Such charge is included in the Total Monthly Charge specified in the Supplement for BRS.

Other Terms - Image Preload Services:

We will not be able to provide Image Preload Services during a Test or Recovery Services until we have received from you a copy (in CD format) of the image(s) you want us to load onto Intel workstation(s) at a Recovery Center.

5. At the end of Section 9 "Other Terms", insert the following one new subsection:

Preload Services - Intel server operating system preload

Under Preload Services - Intel server operating system preload (called "Intel Server OS Preload Services"), we will load an operating system onto Intel servers at a Recovery Center.

Our Responsibilities - Intel Server OS Preload Services

Intel Server OS Preload Services will be limited to the activities described in this Subsection, and will be provided on the quantity of Intel Server(s) identified in a Supplement as being subscribed to Intel Server OS Preloads.

As necessary throughout the Contract Period, we will:

- 1) provide you with Workplace Recovery Services Preload worksheets;
- 2) review the completed Workplace Recovery Services Preload worksheets configuration parameters; and
- 3) notify you of any Intel Server upgrade or refresh performed at the Primary Recovery Center, so you can make any required modifications to your configuration parameters of the operating system to allow you to make better use of a Recovery Center during a Test or Recovery Services.

During a Test or Recovery Services, we will:

- 1) preload the base operating system onto Intel Server(s) at the Recovery Center;
- 2) install hardware drivers onto the Intel Server(s);
- 3) install applicable operating systems service pack(s); and
- 4) turn control of such Intel Server(s) over to you.

Your Responsibilities - Intel Server OS Preload Services

You agree to:

- 1) within 20 business days of subscribing to Intel Server OS Preload Services, provide us with:
 - a) the completed Workplace Recovery Services Preload worksheets via the IBM BCRS website (Customer Connect); and

- b) information, on which we may rely, relating to our performance of Intel Server OS Preload Services;
- 2) as necessary throughout the Contract Period:
- a) maintain the Workplace Recovery Services Preload worksheets to incorporate any modifications or updates necessary to reflect your current system configuration parameters;
 - b) provide us with requested changes to the Workplace Recovery Services Preload worksheets two (2) weeks prior to a scheduled Test or as soon as feasible following your declaration of a Disaster;
 - c) upon receipt from us of notification of upgrades and/or refreshes to the Intel Server(s) at a Recovery Center, provide operating system configuration parameters to us that reflect such upgrades and/or refreshes;
- 3) during a Test or Recovery Services, assume control of the Intel Server(s) at the Recovery Center after we complete loading the specified operating system(s) onto them.

Charges for Intel Server OS Preload Services:

You agree to pay the Monthly Charge for Intel Server OS Preload Services. Such charge is included in the Total Monthly Charge specified in the Supplement for BRS.

6. At the end of Section 9 "Other Terms", insert the following one new subsection:

Preload Services - desktop PC operating system preload

Under Preload Services - desktop PC operating system preload (called "Desktop PC OS Preload Services"), in conjunction with a Test or Recovery Services, we will load an operating system onto Intel workstations at a Recovery Center.

Our Responsibilities - Desktop PC OS Preload Services

Desktop PC OS Preload Services will be limited to the activities described in this Subsection, and will be provided on the quantity of Desktop PC(s) identified in a Supplement as being subscribed to Desktop PC OS Preloads.

As necessary throughout the Contract Period, we will:

- 1) provide you with Workplace Recovery Services Preload worksheets;
- 2) review the completed Workplace Recovery Services Preload worksheets configuration parameters; and
- 3) notify you of any Desktop PC upgrade or refresh performed at the Primary Recovery Center, so you can make any required modifications to your configuration parameters of the operating system to allow you to make better use of a Recovery Center during a Test or Recovery Services.

During a Test or Recovery Services, we will:

- 1) preload the base operating system onto Desktop PC(s) at the Recovery Center;
- 2) install hardware drivers onto the Desktop PC(s);
- 3) install applicable operating systems service pack(s); and
- 4) turn control of such Desktop PC(s) over to you.

Your Responsibilities - Desktop PC OS Preload Services

You agree to:

- 1) within 20 business days of subscribing to Desktop PC OS Preload Services, provide us with:
 - a) the completed Workplace Recovery Services Preload worksheets via the IBM BCRS website (Customer Connect); and
 - b) information, on which we may rely, relating to our performance of Desktop PC OS Preload Services;
- 2) as necessary throughout the Contract Period:
 - a) maintain the Workplace Recovery Services Preload worksheets to incorporate any modifications or updates necessary to reflect your current system configuration parameters;
 - b) provide us with requested changes to the Workplace Recovery Services Preload worksheets two (2) weeks prior to a scheduled Test or as soon as feasible following your declaration of a Disaster;
 - c) upon receipt from us of notification of upgrades and/or refreshes to the Desktop PC(s) at a Recovery Center, provide operating system configuration parameters to us that reflect such upgrades and/or refreshes;
- 3) during a Test or Recovery Services, assume control of the Desktop PC(s) at the Recovery Center after we complete loading the specified operating system(s) onto them.

Charges for Desktop PC OS Preload Services:

You agree to pay the Monthly Charge for Desktop PC OS Preload Services. Such charge is included in the Total Monthly Charge specified in the Supplement for BRS.

If there is a conflict between the terms and conditions of this Amendment including its attached Addendum, Supplements, and Statement of Work and the 1) IBM Customer Agreement, 2) its Attachment for Business Recovery Services, or 3) its Supplement(s) for Business Recovery Services, those of this Amendment and its attached Addendum, Supplements, and Statement of Work prevail. Except as modified by this Amendment and such attached documents, the terms and conditions of such Agreement, Attachment, and Supplement(s) for Business Recovery Services remain in full force and effect.

Each party acknowledges that it has read this Amendment and any applicable 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 Business Recovery Services will consist of 1) this Amendment including its applicable Addendum(a), Supplement(s), and Statement(s) of Work, and 2) the IBM Customer Agreement and its applicable Attachment and Supplement(s) for Business Recovery Services. This statement of the agreement supersedes all proposals or other prior agreements, oral or written, and all other communications between us relating to the subject.

Agreed to:
STATE OF CONNECTICUT

Agreed to:
International Business Machines
Corporation

By _____
Authorized Signature

By _____
Authorized Signature

Name (Type or Print) Date

Name (Type or Print) Date

*Amendment for Class R Equipment
to IBM Customer Agreement Attachment for Business Recovery Services*

Name and Address of Customer:
STATE OF CONNECTICUT

101 E RIVER DR
EAST HARTFORD, CT 06108-3285

Referenced Agreement No.: A-99-031
Supplement No.: CFT2SXL
Customer No.: 2082054
Enterprise No.: 2082000

IBM Address:
IBM Corporation
PO BOX 700
SUFFERN, NY 10901-0700

IBM Marketing No.: BOC
IBM Service No.: 180

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

1. In Section 1, "Definitions", after the definition of Supplement, add the following two new definitions:

Class R Equipment are certain items of equipment contained in a Configuration which are designated in a Supplement as either "Class R Equipment", or "Equipment Selected for Temporary Transfer" and subject to the terms and conditions of this Amendment.

Usage Day is each day, or part thereof, from the time we dispatch a Class R Equipment item to you until the time such item arrives at the return location we designate.

2. In Section 2, "Our Responsibilities", subsection "Test Time", after the third paragraph add the following new paragraph:

For Class R Equipment specified in the Supplement:

- 1) any Test Time Allowance specified in a Supplement does not apply;
- 2) Test Time will be provided on an "as available" basis for an additional charge;
- 3) you may select which Class R Equipment items, and quantities (up to the quantities specified in the Supplement), we are to transfer to you for a Test;
- 4) Test Time will be accommodated by transferring such Equipment to the location you designate within the United States (except Alaska and Hawaii); and
- 5) the scheduling of Test Time, including the number of Usage Days scheduled, will be as we mutually agree. In the event Test Time is scheduled with less than six weeks notice, the charge assessed per day of usage shall be the greater of the Test Daily Charge and the Recovery Daily Charge.

and in subsection "Temporary Transfer of Configuration / Machines", after the third paragraph, add the following new paragraph:

For Class R Equipment specified in a Supplement, upon your Disaster declaration:

- 1) you may select which Equipment items, and quantities (up to the quantities specified in the Supplement), we are to transfer to you;
 - 2) unless specified otherwise in the Supplement, we will ship the selected Class R Equipment within twenty-four (24) hours of your Disaster declaration, to arrive at the location you designate within twenty-four (24) hours of the time we release it to a carrier;
 - 3) you understand and agree that:
 - a) you are responsible for all unpacking, setup, installation, and re-packing of Class R Equipment delivered to you; and
 - b) if Class R Equipment is delivered to a Recovery Center:
 - i. there will be an additional charge if you request us to perform any of the support activities listed above; and
 - ii. you must have in force a BRS Subscription which includes sufficient workspaces (in the case of Class R Equipment items that are workstations) or other space (in the case of other Class R Equipment items) to accommodate all such Class R Equipment items at that Recovery Center; and
 - 4) you agree to return Class R Equipment to us within forty-two Usage Days (six weeks).
3. In Section 5, "Charges", subsection "Additional Charges", after sub-item "b." of listed item "4.", add the following new sub-item "c.":
- c. an additional charge for each Usage Day of each item of Class R Equipment transferred to you. Such charges for usage during Test Time and for usage following a Disaster declaration are specified in the Supplement as "Test Daily Charge" and "Recovery Daily Charge", respectively.

There is a thirty (30) day minimum for the Recovery Daily Charge when we transfer Class R Equipment to you in connection with your declaration of a Disaster.

If there is a conflict between the terms and conditions of this Amendment including its attached Addendum, Supplements, and Statement of Work and the 1) IBM Customer Agreement, 2) its Attachment for Business Recovery Services, or 3) its Supplement(s) for Business Recovery Services, those of this Amendment and its attached Addendum, Supplements, and Statement of Work prevail. Except as modified by this Amendment and such attached documents, the terms and conditions of such Agreement, Attachment, and Supplement(s) for Business Recovery Services remain in full force and effect.

Both of us acknowledge that we have read this Amendment and any applicable attached Addendum, Supplements, and Statement of Work, understand them, and agree to be bound by their terms and conditions. Further, both of us agree that the complete agreement between us about Business Recovery Services will consist of 1) this Amendment including its applicable Addendum, Supplements, and Statement of Work, and 2) the IBM Customer Agreement and its applicable Attachment and Supplement(s) for Business Recovery Services. This statement of the agreement supersedes all proposals or other prior agreements, oral or written, and all other communications between us relating to the subject.

Agreed to:
STATE OF CONNECTICUT

Agreed to:
International Business Machines
Corporation

By _____
Authorized Signature

By _____
Authorized Signature

Name (Type or Print) Date

Name (Type or Print) Date

Supplement to
Amendment for Class R Equipment to
Attachment for Business Recovery Services

Name and Address of Customer:

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

Supplement No.: CFT2SXL

Customer No.: 2082054

IBM Office Address:

PO BOX 700
SUFFERN, NY 10901-0700

Enterprise No.: 2082000

IBM Marketing No.: BOC

IBM Service No.: 180

Supplement Effective Date: 09/01/12

The Monthly Charges for the Class R Equipment listed following this page are included in the Monthly Charges specified in the Supplement for BRS of the Subscription identified by Supplement Number CFT2SXL.

The parties need not sign this Supplement, unless you request the parties to sign it.

Agreed to:
STATE OF CONNECTICUT

Agreed to:
International Business Machines
Corporation

By _____
Authorized Signature

By _____
Authorized Signature

Name (Type or Print) Date

Name (Type or Print) Date

Supplement to
Amendment for Class R Equipment to
Attachment for Business Recovery Services
(continued)

Supplement No.: CFT2SXL

Customer No.: 2082054

EQUIPMENT SUBSCRIPTION

Equipment Selected for Temporary Transfer
(Class R Equipment Amendment applies)

Quantity	Type/Model	Description

Quote Reference Number: RRS060712-IBM-SOC01
Delivery within 24 - 48 Hours

Item 1 Dell PowerEdge 2650
Qty 4 2 x 2.4 Ghz Xeon Processor
 2 GB Ram
 584 GB Physical Hard Drive Space (4x146)
 (2) 10/100/1000 NIC (on-board)
 PERC3 RAID Controller (on-board)
 CD-ROM

Test Daily Charge = \$33.00 per day per item
Recovery Daily Charge = \$33.00 per day per item

Item 2 Dell PowerEdge 2850
Qty 17 2 x 3.6 Ghz Xeon Processor
 2 GB Ram GB Ram
 730 GB Physical Hard Drive Space (5x146) (4x146)
 (2) 10/100/1000 NIC (on-board)-board
 PERC4 RAID Controller (on-board)
 CD-ROM

Test Daily Charge = \$33.00 per day per item
Recovery Daily Charge = \$33.00 per day per item

Item 3
Qty 23 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 item
Recovery Daily Charge = \$50.00 per day per item

Item 4

Qty 1

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 item
 Recovery Daily Charge = \$57.00 per day per item

Item 5

Qty 8

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 item
 Recovery Daily Charge = \$50.00 per day per item

Item 6

Qty 4

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 item
 Recovery Daily Charge = \$58.00 per day per item

* HARDOUT

Item 7

Qty 2 *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 item
Recovery Daily Charge = \$177.00 per day per item

*HARDOUT

Item 8

Qty 12 Keyboard, Mouse, Monitor

Test Daily Charge = \$1.00 per day per item
Recovery Daily Charge = \$1.00 per day per item

END OF SUPPLEMENT