

# IBM Statement of Work

effective date: 10/26/11

## Bill of Materials

Quantity	Description
10	N/S CORNING FARDCLCM002-04M FARDCLCM002-04M SC-DC TO LC-DUPLEX 50/12 4MTR # 101705 TO 101714
15	N/S COMPULINK FARDCLCM002-05M FARDCLCM002-05M SC-DC TO LC-DUPLEX 50/12 OM3 # 101715 TO 101729
10	N/S CORNING FARDCLCM002-06M FARDCLCM002-06M 50 MICRON LC DUPLEX TO SC/DC L # 101730 TO 101739
20	N/S CORNING FARDCLCM002-07 FARDCLCM002-7M 50 MICRON LC DUPLEX TO SC/DC L 7MTR # 101740 TO 101759
10	N/S CORNING FARDCLCM002-08M FARDCLCM002-08M 50 MICRON LC DUPLEX TO SC/DC 8MTR # 101760 TO 101769 ON BOTH ENDS

**Charges for Products: \$4,315.00**

**Estimated Shipping Charge: \$ 150.00**

**Total Estimated Charges: \$4,465.00**

**IBM will ship products to:**

**State of Connecticut  
101 East River Drive  
East Hartford, CT 06108-3285**

PCR No. 51



Project Change Request  
 For State of Connecticut  
 Department of Administrative Services

Contract# CFTYAQH  
 PCR No. 51

**Reference: Master State Agreement A-99-031, Optional Services Supplement dated 05/20/2002**

Description of Proposed Change: (add attachments, if necessary) Extend the BCRS testing support to State of Conn DoIT for DR Exercise Planning.	
Submitted by: IBM Corporation	Date: 8/10/2011
<input type="checkbox"/> Accept <input type="checkbox"/> Reject State of Connecticut:	Date: / /
<input type="checkbox"/> Accept <input type="checkbox"/> Reject IBM Project Manager:	Date: / /
Assigned to:	Date: / /
Charge to investigate change: N/A	
Reason for Rejection:	

- This PCR (PCR 51) applies to IBM contract number CFTYAQH.
- IBM will provide ongoing DR Exercise planning and execution assistance for DR Exercises as scheduled.
- The new end date will be extended to 6/30/2012

**Summary**

This is a continuation of the Business Continuity and Disaster Recovery program support that IBM has provided to the State of Connecticut Department of Information Technology (DoIT) since 2004. IBM has been working closely with DoIT in the development of its ITDR program for the past five years by bringing expertise and best practices to the engagement. Through the planning and execution of the semi-annual DR Exercises at IBM/BCRS in Sterling Forest, NY, DoIT has steadily improved its disaster recovery capabilities and readiness.

This PCR (PCR 51) does not change any scope or deliverables and only adds additional hours for the ITDR program and DR exercise support.

PCR No. 51

We agree to provide the Services described in this PCR provided you accept this PCR, without modification, on or before September 30, 2011.

State of Connecticut Contract Reference # A-99-031

IBM Customer Number: 2082054

IBM Agreement Number: HQ12291

<b>__ Approve __ Disapprove for Implementation</b>	<b>State of Connecticut:</b> By DAS Purchasing authorization letter on State letterhead	<b>Date:</b>
<b>__ Approve __ Disapprove for Implementation</b>	<b>IBM:</b>  IBM Corporation	<b>Date:</b>

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: CFT2SZL  
Sequence Number/Version: 2Z54403-31  
Date Generated: 04/01/11  
This offer is good until 06/15/11.

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.: CFT2SZL  
 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: 07/01/11  
 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: \$ 1,102  
 Earliest Termination Date: 06/30/2012

MONTHLY CHARGES	USAGE CHARGES
IBM: \$ 1,297	Additional Test Time Charge (8 Hours): \$ 562
Non-IBM: \$ 0	Recovery Daily Usage Charge (24 Hours): \$ 702
Network: \$ 0	Cold-Site Daily Usage Charge (24 Hours): \$ 259
Total: \$ 1,297	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  
 2971D838 (04/01/11) 2Z54403-31

\_\_\_\_\_  
 Name (Type or Print) Date

Supplement for Business Recovery Services (Continued)

EQUIPMENT CONFIGURATION

Customer Name: STATE OF CONNECTICUT	Configuration
Number: 2082054	Processor: 9117 570
Address: 101 E RIVER DR	Class: Mid-Range
EAST HARTFORD, CT 06108-3285	Cold Site: Y
Recovery Center: Sterling Forest, NY	System Storage: 16384MB
Supplement Number: CFT2SZL	DASD Gigabytes: 146.800GB

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

=====

IBM Equipment:

1	9117	570	P5-570 RS/6000 System
16	9117MS	GB	1GB(1024MB) P5-570 Main Stor
1	9117/1.65	4WAY	P5-570 1.65GHz 4-Way Proc
2	9117/570	LPAR	LPAR Selection (No cost)
2	9117/7311	D20	D20 I/O Drawer
2	911X/SCSI	73.4	73.4GB Internal Disk - SCSI
12	911X/5716	PCI	2 Gigabit Fibre Channel
1	35840	BASE	IBM 3584 Tape Library Includes 3584-L53 with 32 cartridge I/O station, 219 cartridge capacity, and Ethernet support. Advance Library Management System, Encryption Configuration, Control and Data Path Failover.
1	35840	D53	IBM 3584-D53 Tape Storage Includes 1 3584-D53 tape storage to 35840 BASE with 396 cartridge capacity. Prerequisite: 35840 BASE configuration.
18	35840-FC	LTO4	IBM Generation 4 LTO Tape Drv Includes 1 fibre channel attached IBM LTO Gen 4 tape drive. Prerequisite: 35840 BASE configuration. For iSeries use select one 940X/5704 8XX for each 35840-FC LTO4
1	911X/7310	HMC	HMC for Power 5 servers
6	911X/5701	PCI	10/100/1000 Base-TX Ethernet
1	PCWS-3200	BASE	P4-3.2Ghz Desktop W/Wkspc Item: PC Desktop With Workspace, Phone, Chair, & Power For Office Equipment  Includes: PCI Architecture Pentium IV 3.2Ghz Processor 512MB Memory, 100Mhz Bus 40 GB IDE Hard Drive 1 DVD-ROM Color Monitor W/17" viewable screen size Keyboard and Mouse Serial and Parallel Port 10/100 Ethernet Adapter Included USB Support

Supplement for Business Recovery Services (Continued)

EQUIPMENT CONFIGURATION

Customer Name: STATE OF CONNECTICUT	Configuration
Number: 2082054	Processor: 9117 570
Address: 101 E RIVER DR	Class: Mid-Range
EAST HARTFORD, CT 06108-3285	Cold Site: Y
Recovery Center: Sterling Forest, NY	System Storage: 16384MB
Supplement Number: CFT2SZL	DASD Gigabytes: 146.800GB

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

=====

Note: This equipment cannot be selected for temporary transfer.

1	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.

Non-IBM Equipment:

36	FCSSFA	PORT	FC Switch Port
----	--------	------	----------------

Includes: 1 Fibre Channel switch port for SAN/FC connectivity

Note: - All devices i.e. hosts, storage that are required in a SAN must have 1 Fibre channel port.

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	2 Telephones

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.: CFT2SZL  
Customer No.: 2082054  
Enterprise No.: 2082000  
IBM Marketing No.: BOC  
IBM Service No.: 180  
Addendum Effective Date: 07/01/11  
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: 2  
Number of Tests - Each Subsequent 12-Month Period: 2

Number of System Images to be Restored per Test:  
RS/6000 - MKSYSB Restore: 2  
SUN - OS Install: 0  
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 CFT2SZL.

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: 2Z51203-66  
Date Generated: 04/01/11  
This offer is good until 06/15/11.

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: 07/01/11  
 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: \$ 7,620  
 Earliest Termination Date: 06/30/2012

MONTHLY CHARGES	USAGE CHARGES
IBM: \$ 2,540	Additional Test Time Charge (8 Hours): \$ 5,332
Non-IBM: \$ 6,425	Recovery Daily Usage Charge (24 Hours): \$ 6,666
Network: \$ 0	Cold-Site Daily Usage Charge (24 Hours): \$ 0
	Network Initiation Charge: N/A
Total: \$ 8,965	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  
 33921482 (04/01/11) 2Z51203-66

\_\_\_\_\_  
 Name (Type or Print) Date

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
----------------------	-----------------------	-------	------------------------

=====

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  
 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

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 Prc QC  
 21 IBMX365A BASE IBM Server x365A MP-3.0Ghz  
 Item: IBM x365 Server

Includes: PCI Architecture (6 Slots)  
 1 Intel 3.0Ghz Xeon MP Processor  
 1 GB Memory  
 1 73.4 GB SCSI Hard Drive  
 3.5" Diskette Drive  
 CD-ROM Drive  
 1 Integrated Dual 10/100/1000 Ethernet Adapter

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
----------------------	-----------------------	-------	------------------------

=====

1 IBM ServerRAID SCSI Controller  
 1 Adaptec Single Ended SCSI Controller  
 \*\*USB support

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

41	IBMX365A	MEM1	Add'l IBMx365A 1 GB Memory
16	IBMX365A	PRC1	Add'l IBMx365A MP-3.0Ghz Proc

Additional Intel 3.0Ghz Xeon MP processor.

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

10	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.

36	IBMX3850A	MEM1	Add'l IBMx3850A 2 GB Memory
6	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.

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

Compaq/HP 146GB Hard Drive

For use with the Compaq/HP Proliant Servers ONLY

2	PCOPT FC	73G1	CPQ/HP Server 72.8 Hard Drive
---	----------	------	-------------------------------

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
----------------------	-----------------------	-------	------------------------

=====

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-3200	BASE	P4-3.2Ghz Desktop W/Wkspace
	Item:		PC Desktop With Workspace, Phone, Chair, & Power For Office Equipment

Includes: PCI Architecture  
Pentium IV 3.2Ghz Processor  
512MB Memory, 100Mhz Bus  
40 GB IDE Hard Drive  
1 DVD-ROM  
Color Monitor W/17" viewable screen size  
Keyboard and Mouse  
Serial and Parallel Port  
10/100 Ethernet Adapter Included  
USB Support

	Note:	This equipment cannot be selected for temporary transfer.
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.
32	PRELOAD	SR1 OS Preload For Intel Server
	Includes:	The pre-loading of a supported server operating system for Intel based servers.

Supported operating systems are:

Microsoft Windows 2000 Server  
Microsoft Windows 2000 Advanced Server  
Microsoft Windows 2003 Standard Edition-32 R2

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
----------------------	-----------------------	-------	------------------------

=====

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

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

55 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.

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

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
4	PCOPT FC	ETH4	Quad Port PCI-Xpress ETH Adp Intel Pro 1000 PT Quad Port 10/100/1000 PCI Ethernet Adapter
4	PCOPT FC	ETH7	Quad Port PCI-Xpress ETH Adp Quad Port 10/100/1000 PCI Express Ethernet Adapter
2	PCOPT FC	FC10	Emulex LP11002 PCI-Xpress FC Emulex LP1102 - Dual Port fiber adapter
2	PCOPT FC	FC15	Emulex LP12002 PCI-Xpress FC Emulex LP12002 - Dual Port PCI-Express fiber adapter
5	PCOPT FC	FC3	Emulex LP9000 PCI FC Adapter  Emulex LP9000 Series FC PCI Adapter

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

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: 07/01/11

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: RRS120910-IBM-SOC07

Item 1      Dell PowerEdge 2650  
Qty 6      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 16      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 10

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 2

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

\*\*\*\*\*

Item 7

Qty 2 HP DL 380 G3 Server  
Dual 2.8 GHz Xeon Processors  
4 GB RAM  
SMART 5i RAID Controller (On-Board)  
146 GB Physical Hard Drive Space (72 x 2)  
VHDCI SCSI Port (On-Board)  
CD-ROM  
1.44MB Floppy Drive  
(2) USB 1.1 Ports (On-Board)  
(2) 10/100/1000 Ethernet Ports (On-Board)  
Rail Kit

Test Daily Charge = \$25.00 per day per item  
Recovery Daily Charge = \$25.00 per day per item

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

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: 2Z51201-47  
Date Generated: 04/01/11  
This offer is good until 06/15/11.

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: 07/01/11  
 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: \$ 10,158  
 Earliest Termination Date: 06/30/2012

MONTHLY CHARGES	USAGE CHARGES
IBM: \$ 11,950	Additional Test Time Charge (8 Hours): \$ 6,903
Non-IBM: \$ 0	Recovery Daily Usage Charge (24 Hours): \$ 8,629
Network: \$ 0	Cold-Site Daily Usage Charge (24 Hours): \$ 2,390
	Network Initiation Charge: N/A
Total: \$ 11,950	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  
 295D2409 (04/01/11) 2Z51201-47

\_\_\_\_\_  
 Name (Type or Print) Date

Supplement for Business Recovery Services (Continued)

EQUIPMENT CONFIGURATION

Customer Name: STATE OF CONNECTICUT	Configuration
Number: 2082054	Processor: 2096 T04
Address: 101 E RIVER DR	Class: Large
EAST HARTFORD, CT 06108-3285	Cold Site: Y
Recovery Center: Sterling Forest, NY	System Storage: 20480MB
Supplement Number: CFT2SWL	DASD Gigabytes: 4672GB

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

=====

IBM Equipment:

1	2096	T04	IBM System z9 Business Class
20	2096	GB1	IBM 2096 Memory - 1st 2096 Provides 1 GB of processor memory on the first 2096.
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.
1	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.
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	3494H	BASE	IBM 3494 Tape Library Includes 3494-L14 with 30 cartridge I/O station, dual gripper, and 140 cartridge capacity.
1	3494H-VT1	BASE	IBM 3494-B20 VTS (H1A) Adds 3494-B20 Virtual Tape Server to 3494H BASE Includes Advanced Policy Management, 4 FICON ports, 2592 GB cache using 3:1 compression, 6 3590-H1A tape drives, 230 cartridge capacity, and 128 Virtual Tape Drives. Prerequisite: 3494H 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

Supplement for Business Recovery Services (Continued)

EQUIPMENT CONFIGURATION

Customer Name: STATE OF CONNECTICUT	Configuration
Number: 2082054	Processor: 2096 T04
Address: 101 E RIVER DR	Class: Large
EAST HARTFORD, CT 06108-3285	Cold Site: Y
Recovery Center: Sterling Forest, NY	System Storage: 20480MB
Supplement Number: CFT2SWL	DASD Gigabytes: 4672GB

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

=====

			Includes 1 3584-D22 tape storage to 3584I BASE with 360 cartridge capacity. Prerequisite: 3584I BASE configuration
8	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
4	3590LS	B11	Magstar Tape Drive Includes: 1-3590-A50 Control Unit per 4 3590LS B11 Each 3590LS-B11 Contains One Drive.
4	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.
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	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	2096OE2	GBSX	2096 OSA-Express2 GbE SX Includes: One 2096 OSA-Express2 Gigabit Ethernet SX port. Maximum of four 2096OE2 GBSX supported per 2096 processor.
2	2096OE2+	GBSX	2096 OSA-Express2 GbE SX Includes: One 2096 OSA-Express2 Gigabit Ethernet SX port. Maximum of four 2096OE2+ GBSX supported per 2096 processor.

Supplement for Business Recovery Services (Continued)

EQUIPMENT CONFIGURATION

Customer Name: STATE OF CONNECTICUT	Configuration
Number: 2082054	Processor: 2096 T04
Address: 101 E RIVER DR	Class: Large
EAST HARTFORD, CT 06108-3285	Cold Site: Y
Recovery Center: Sterling Forest, NY	System Storage: 20480MB
Supplement Number: CFT2SWL	DASD Gigabytes: 4672GB

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

Test Time Allowance

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

First Year: 144 Hours	600 Square Feet
Following Years: 152 Hours Per Year	18 Telephones



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: 2Y54301-45  
Date Generated: 04/01/11  
This offer is good until 06/15/11.

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: 07/01/11
	Revised Supplement: Yes
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 (04/01/11) 2Y54301-45

\_\_\_\_\_  
 Name (Type or Print) Date  
 Page 1

Supplement for Business Recovery Services (Continued)

EQUIPMENT CONFIGURATION

Customer Name: STATE OF CONNECTICUT	Configuration
Number: 2082054	Processor: NULLCPU STOR
Address: 101 E RIVER DR	Class: Mid-Range
EAST HARTFORD, CT 06108-3285	Cold Site: N
Recovery Center: Sterling Forest, NY	DASD Gigabytes: 19272.000GB
Supplement Number: CFT2SYL	

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

=====

Non-IBM Equipment:

1	DMX3I	BASE	EMC DMX-3 Storage Unit
	Includes: 48GB Cache, 10 146GB drives, 1460GB Physical(unprotected/unformatted) storage		
	Note: Channel connectivity must be selected separately FC and or FICON per base.		
61	DMX3I	DISK	292GB storage increment
	Includes: 2 146GB drives, 292GB Physical(unprotected/unformatted) storage		
3	DMX3I	FCS8	8 Port Fibre Channel Director
	Includes 8 ports of Fibre Channel Host Connectivity		

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

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: 2V84305-8  
Date Generated: 04/01/11  
This offer is good until 06/15/11.

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: 07/01/11  
 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: \$ 4,005  
 Earliest Termination Date: 06/30/2012

MONTHLY CHARGES		USAGE CHARGES	
-----		-----	
IBM: \$	300	Additional Test Time Charge (8 Hours): \$	1,000
Non-IBM: \$	4,412	Recovery Daily Usage Charge (24 Hours): \$	3,309
Network: \$	0	Cold-Site Daily Usage Charge (24 Hours): \$	0
		Network Initiation Charge:	N/A
Total: \$	4,712	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  
 31025606 (04/01/11) 2V84305-8

\_\_\_\_\_  
 Name (Type or Print) Date

Supplement for Business Recovery Services (Continued)

EQUIPMENT CONFIGURATION

Customer Name: STATE OF CONNECTICUT	Configuration
Number: 2082054	Processor: NULLCPU STOR
Address: 101 E RIVER DR	Class: Mid-Range
EAST HARTFORD, CT 06108-3285	Cold Site: N
Recovery Center: Sterling Fst C/S, NY	DASD Gigabytes: 62488.000GB
Supplement Number: CFTNHYP	

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

=====

Non-IBM Equipment:

1	DMX3A	BASE	EMC DMX-3 Storage Unit Includes: 48GB Cache, 10 146GB drives, 1460GB Physical(unprotected/unformatted) storage Note: Channel connectivity must be selected separately FC and or FICON per base.
35	DMX3A	DISK	292GB storage increment Includes: 2 146GB drives, 292GB Physical(unprotected/unformatted) storage
2	DMX3A	FCS8	8 Port Fibre Channel Director Includes 8 ports of Fibre Channel Host Connectivity
1	DMX3B	BASE	EMC DMX-3 Storage Unit Includes: 32GB Cache, 10 146GB drives, 1460GB Physical(unprotected/unformatted) storage Note: Channel connectivity must be selected separately FC and or FICON per base.
21	DMX3B	DISK	292GB storage increment Includes: 2 146GB drives, 292GB Physical(unprotected/unformatted) storage
2	DMX3B	FCS8	8 Port Fibre Channel Director Includes 8 ports of Fibre Channel Host Connectivity
1	DMX3I	BASE	EMC DMX-3 Storage Unit Includes: 48GB Cache, 10 146GB drives, 1460GB Physical(unprotected/unformatted) storage Note: Channel connectivity must be selected separately FC and or FICON per base.
69	DMX3I	DISK	292GB storage increment Includes: 2 146GB drives, 292GB Physical(unprotected/unformatted) storage
3	DMX3I	FCS8	8 Port Fibre Channel Director Includes 8 ports of Fibre Channel Host Connectivity
1	DMX3J	BASE	EMC DMX-3 Storage Unit Includes: 48GB Cache, 10 146GB drives, 1460GB Physical(unprotected/unformatted) storage Note: Channel connectivity must be selected separately FC and or FICON per base.
69	DMX3J	DISK	292GB storage increment Includes: 2 146GB drives, 292GB Physical(unprotected/unformatted) storage
3	DMX3J	FCS8	8 Port Fibre Channel Director Includes 8 ports of Fibre Channel Host Connectivity

Test Time Allowance

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

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

200 Square Feet  
4 Telephones

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: 2V82101-4  
Date Generated: 04/01/11  
This offer is good until 06/15/11.



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: 07/01/11  
 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: \$ 672  
 Earliest Termination Date: 06/30/2011

MONTHLY CHARGES	USAGE CHARGES
IBM: \$ 0	Additional Test Time Charge (8 Hours): \$ 474
Non-IBM: \$ 790	Recovery Daily Usage Charge (24 Hours): \$ 592
Network: \$ 0	Cold-Site Daily Usage Charge (24 Hours): \$ 0
Total: \$ 790	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  
 25417782 (04/01/11) 2V82101-4

\_\_\_\_\_  
 Name (Type or Print) Date

Supplement for Business Recovery Services (Continued)

EQUIPMENT CONFIGURATION

Customer Name: STATE OF CONNECTICUT

Configuration

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

Processor: NULLCPU NET  
 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
=====			

Non-IBM Equipment:

6 NOKIP FC 4CG 4-Port Copper Gig -Ethernet

Includes:

- 4-port Copper Gigabit Ethernet Card

2 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 4500 Nortel Contivity 4500

Includes: Dual 450 MHZ Xeon CPU's  
 128 MB memory  
 Dual 10/100 Ethernet Local Area Network (LAN) ports  
 Five PCI expansion slots  
 Dual Redundant Power Supply  
 Dual Redundant Storage System  
 Contivity 4500 Extranet Switch server software  
 Contivity Extranet Access IPsec Client software  
 Contivity Stateful Firewall license for 4x00 platform

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

Test Time Allowance

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

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

150 Square Feet  
5 Telephones

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: 2S63605-30  
Date Generated: 04/01/11  
This offer is good until 06/15/11.

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: 07/01/11  
 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: \$ 8,315  
 Earliest Termination Date: 06/30/2012

MONTHLY CHARGES		USAGE CHARGES	
IBM: \$	827	Additional Test Time Charge (8 Hours): \$	3,397
Non-IBM: \$	4,836	Recovery Daily Usage Charge (24 Hours): \$	7,646
Network: \$	4,119	Cold-Site Daily Usage Charge (24 Hours): \$	0
		Network Initiation Charge:	N/A
Total: \$	9,782	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  
 3071F720                      (04/01/11)                      2S63605-30

\_\_\_\_\_  
 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: CPTF0SC	

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	61	Additional IP Addresses
---	----------	----	-------------------------

Includes: - 32 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 IP  
addresses comes to 61.
- 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/BROWS	000	Internet Port in Suite
---	-----------	-----	------------------------

Includes:

- 64kbps Internet access for browsing, reading online  
documentation, and reasonable patch/fix downloads
- One hard coded IP address per scheduled suite
- One 10/100 Ethernet port per scheduled suite
- Customer agrees to configure BCRS provided IP address  
on PC in suite
- Customer is responsible for providing or subscribing

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
=====			

- to a PC with an Ethernet port for use with this solution
- Customer is responsible for security of said PC (unless otherwise contracted)
- This is open access to the Internet

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.
- 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 IBM MultiMegabit Internet Access  
 Includes: - 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 additional 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.

Supplement for Business Recovery Services (Continued)

E Q U I P M E N T C O N F I G U R A T I O N

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 design of IP tunneling function between customer end-user device(s) and SSL VPN gateway at IBM recovery center.

NOTES:

- IBM will provide certain configuration parameters including userid and password for use during exercise and outage.
- Customer is responsible for providing Internet Explorer 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 | CAT3750 | LYR3 | Enhanced 3750E Layer 3 Switch |
|---|---------|------|-------------------------------|
- Includes:
- Cisco 3750 Enhanced Switch w/IOS Routing
  - 24 10/100/1000 Copper Ethernet
  - (2) Fiber 10Gigabit Ethernet Ports (X2)
  - Cisco TwinGig Converter Modules (SFP2)
  - (2) Cisco TwinGig Converter Module

Note: Customer Configures the 3750E and BCRS Integrates into the LAN Infrastructure.

- |   |         |      |                              |
|---|---------|------|------------------------------|
| 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



Supplement for Business Recovery Services (Continued)

E Q U I P M E N T   C O N F I G U R A T I O N

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
----------------------	-----------------------	-------	------------------------

=====

- (2) Fiber Gigabit Ethernet Ports for Uplink

Note: Customer Configures the 6509  
and BCRS Integrates into the LAN Infrastructure.

1	CHECKPTFC	4GE	4Prt 1000BASE-T Ethernet Cd
---	-----------	-----	-----------------------------

Includes:

- Four Port 10/100/1000Base-T XMC

1	CHECKPTFC	6U	6U Carrier Card
---	-----------	----	-----------------

Includes:

- Carrier Card which houses two 4 port ethernet modules

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

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

3	CIRTR FC	CIPD	CIP2 2Prt ESCON (75XX Router)
---	----------	------	-------------------------------

Includes: MEM-CIP-64M (64MB CIP Memory)

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
			FR-CIP-TCPOFF Offload Feature
3	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 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.
1	ISS/PROVN	1000	Internet Security System G1000
			Includes: Internet Security Systems Inc. Proventia G1000 model intrusion prevention device w/2 10/100/1000 Mbps Copper interface ports.
2	NTVPNGW	3050	Nortel VPN Gateway 3050
			Includes: Nortel VPN Gateway 3050 with: - 1Gb DDR Memory 266Mhz - Intel P4 2.4Ghz CPU - (2) 10/100/1000 Ethernet Ports (copper) - Support for both SSL and IPsec Users - Support for up to 2,000 concurrent VPN sessions

Test Time Allowance

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

First Year: 144 Hours 0 Square Feet  
 Following Years: 152 Hours Per Year 0 Telephones

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.: CFTF0SC  
Customer No.: 2082054  
Enterprise No.: 2082000  
IBM Marketing No.: BOC  
IBM Service No.: 180  
Addendum Effective Date: 07/01/11  
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 CFTF0SC.

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

Agreed to:  
STATE OF CONNECTICUT

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	2850 SRVR	Dell PowerEdge Server
4	2650 SRVR	Dell PowerEdge Server
4	1950 SRVR	Dell PowerEdge Servers
1	IP560 FWLL	Nokia IP560 Firewall

MATRIX SWITCH PORTS

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

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: 2R79103-30  
Date Generated: 04/01/11  
This offer is good until 06/15/11.

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

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

Supplement Effective Date: 07/01/11  
 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: \$ 876  
 Earliest Termination Date: 06/30/2012

MONTHLY CHARGES		USAGE CHARGES	
IBM: \$	723	Additional Test Time Charge (8 Hours): \$	510
Non-IBM: \$	308	Recovery Daily Usage Charge (24 Hours): \$	638
Network: \$	0	Cold-Site Daily Usage Charge (24 Hours): \$	0
		Network Initiation Charge:	N/A
Total: \$	1,031	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  
 2951A555 (04/01/11) 2R79103-30

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: 32768MB
Supplement Number: CPTYJ2P	

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

=====

Non-IBM Equipment:

2	SUNX4200	BASE	Sun Fire X4200
			Four 10/100/1000Base-T Ethernet ports, One dedicated 10/100Base-T
2	SUN440	BASE	Sun Fire V440
			Two 10/100/1000 BaseT Ethernet, One 10 BaseT Ethernet (n/w mngment)
4	SUNX4200	4096	4Gb memory increment
16	SUN440	1024	1Gb memory increment
4	CPU-X4200	2CPU	DUAL CORE 2.8GHZ processor
8	SF-440	1280	V440 1.28GHZ UltraSPARC
2	FCSSFA	PORT	FC Switch Port
			Includes: 1 Fibre Channel switch port for SAN/FC connectivity
			Note: - All devices i.e. hosts, storage that are required in a SAN must have 1 Fibre channel port.
2	LP9002L	PCI	Emulex 2Gb/s Single FC HBA
4	SUN X4200	146	X4200 146GB internal disk
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  
Following Years: 152 Hours Per Year

200 Square Feet  
4 Telephones

**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: 07/01/11  
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: 4  
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





Project Change Request  
 For State of Connecticut  
 Department of Information Technology (DoIT)

Contract# CFTYAQH  
 PCR No. 49

**Reference: Master State Agreement A-99-031, Optional  
 Services Supplement dated 05/20/2002**

<b>Description of Proposed Change: (add attachments, if necessary)</b> Extend the BCRS testing support to State of Conn DoIT for DR Exercise Planning.	
<b>Submitted by: IBM Corporation</b>	<b>Date: 8/27/2010</b>
<b>Accept Reject State of Connecticut:</b>	<b>Date: / /</b>
<b>Accept Reject IBM Project Manager:</b>	<b>Date: / /</b>
<b>Assigned to:</b>	<b>Date: / /</b>
<b>Charge to investigate change: N/A</b>	
<b>Reason for Rejection:</b>	

This PCR (PCR 49) applies to IBM contract number CFTYAQH.  
 This PCR pertains to IBM BCRS exercise support to the Department of Information Technology (DoIT) of the State of Connecticut for a seven (7) month period from December 1, 2010 to June 30, 2010.  
 IBM will provide DR Exercise planning and execution assistance for the one DR Exercises scheduled in March, 2011.

**Summary**

This is a continuation of the Business Continuity and Disaster Recovery program support that IBM has provided to DoIT since 2004. IBM has been working closely with DoIT in the development of its ITDR program for the past five years by bringing expertise and best practices to the engagement. Through the planning and execution of the semi-annual DR Exercises at IBM/BCRS in Sterling Forest, NY, DoIT has steadily improved its disaster recovery capabilities and readiness.

## 1. General Assumptions

1. IBM will provide Services under this proposal during normal business hours, 8:00 a.m. to 5:00 p.m. (EST) Monday through Friday, except IBM and State holidays, unless otherwise specified.
2. All soft copy deliverables will be provided via Microsoft Word or Excel.
3. The DoIT data center environment includes the following:
  - One z/OS mainframe 2096-V03
  - AIX systems and TSM
  - <10 Sun Solaris production systems
  - > 200 production Intel systems
  - Cisco routers and switches
  - Metropolitan and ATM network
4. The current DoIT recovery strategy is to recover at IBM/BCRS. The CoreCT application will be recovered at the UCONN data center at Storrs, CT.
5. The DoIT BC&DR Program Manager has the overall responsibility for the development and execution of the DoIT BC&DR Program.
6. The DoIT Project Manager is responsible for the recovery site contract, configurations and scheduling of DR Exercises.
7. The DoIT Project Manager will schedule and attend all project and sub-project kick-off meetings, project status meetings, DoIT management presentations and reviews.
8. The DoIT Project Manager will be responsible for escalating identified issues and resolutions within DoIT.

## 2. Work Item Description

### 2.1 DoIT DR Exercise Planning and Execution

#### 2.1.1 Description:

IBM will assist the DoIT DR program office to define scope and objectives, and identify hardware, software and documentation requirements. IBM will also assist DoIT to develop work plans, work with agencies participating in the DoIT DR Exercises, prepare test communication and documentation, staff the control desk, and conduct post Exercise reviews. Additionally, IBM will be transferring institutional and procedural knowledge to DoIT staff and transition the coordination and control of the DR Exercise to DoIT.

IBM will perform the following sub tasks:

1. Work with DoIT Project Manager to develop and document DR exercise objectives and success criteria
2. Develop DR exercise timeline
3. Develop a DR exercise work plan
4. Identify DoIT and agency participants, roles and responsibilities
5. Participate and summarize results of DoIT internal technical planning sessions
6. Update the DR Exercise Guide
7. Transfer institutional and procedural knowledge to DoIT staff
8. Participate in the DR exercise and support the Exercise Control Desk that will be managed by DoIT
9. Collect problem logging sheets from DoIT test participants
10. Participate in post exercise review meetings
11. Summarize DR exercise results identifying open issues or problems discovered during the DR exercise
12. Prepare a DR Exercise Summary Report
13. Prepare, schedule and conduct a management review session

#### 2.1.2 Completion Criteria:

This task is complete when the deliverables have been accepted by the DoIT Project Manager.

#### 2.1.3 Deliverables

- DR Exercise Planning meeting summaries
- DR Exercise Summary Reports

#### 2.1.4 DoIT Responsibilities:

1. DoIT Project Manager is responsible for updating the hot site subscription at IBM/BCRS.
2. DoIT Project Manager is responsible for acquiring and installing DoIT owned equipment at IBM/BCRS that are components of the DoIT recovery configuration.
3. DoIT Project Manager will determine the scope and success criteria of each DR exercise.
4. DoIT Project Manager will schedule pre and post exercise meetings with DoIT and agency personnel.

#### 2.1.5 Assumptions:

1. DoIT will conduct DR Exercises at IBM/BCRS in Sterling Forest, NY in 2011.
2. DoIT and agency DR Exercise participants will conduct their recovery tasks at IBM/BCRS or remotely from DoIT in E. Hartford.
3. IBM consultants supporting the DR Exercise will work at IBM/BCRS or at DoIT, as needed.

## 2.2 Project Management

#### 2.2.1 Description:

IBM will assign an individual ("IBM Project Manager") to provide direction and control of IBM project personnel, and to establish a framework for project communications, reporting, procedural and contractual activity.

IBM will perform the following sub tasks:

1. Maintain project communications through the DoIT Project Manager.
2. Establish documentation and procedural standards for the development of this project.
3. Direct/coordinate activities performed by the IBM team.
4. Submit monthly status reports.
5. Review and administer Project Change Control with the DoIT Project Manager.

**2.2.2 Completion Criteria:**

- This task is complete when the other IBM responsibilities and deliverables specified in this PCR are accepted.

**2.2.3 Deliverables:**

- Monthly Status Report

**2.2.4 DoIT Responsibilities**

Prior to the start of work under this PCR, DoIT will identify a person to be the DoIT Project Manager. The DoIT Project Manager, or his/her designate, is the person to whom IBM communications will be addressed and who has the authority to act for DoIT in all aspects of the contract.

The DoIT Project Manager's responsibilities include:

1. Serve as the interface between IBM and all DoIT departments, organizations and sites participating in this project.
2. With the IBM Project Manager, develop the Project Work Plan prior to implementation.
3. With the IBM Project Manager, administer Project Change Control.
4. Ensure the Executive Sponsor is available during the orientation and review sessions.
5. Attend project status meetings.
6. Report status to the Executive Sponsor.
7. Obtain and provide information, data, decisions and approvals, within ten (10) working days of IBM's request, unless both IBM and DoIT agree to an extended response time.
8. Identify members of DoIT to participate in each phase of this project and assign them to reserve the required amount of time.
9. Schedule facilities and personnel for IBM interviews and meetings, as required.
10. Help resolve project issues and escalate issues within the DoIT organization, as necessary.

**3. RESOURCE ALLOCATION - CHARGES**

Work Item Description	Estimated # of IBM Consulting Hours
DoIT DR Exercise Planning	400
<b>Total</b>	<b>400</b>

Estimated Start Date – December 1, 2010

Estimated End Date – June 30, 2011

- The total project hours in this PCR are estimates only. Should fewer hours than estimated be used in the completion of a work item, the remaining hours will be allocated at no additional cost to other deliverables under this PCR.
- Should additional hours be needed to complete a work item and there are no hours remaining that can be allocated to the work item, and then a mutually agreeable Change Order will be executed to provide for enough hours to complete the task.
- All other contract terms and conditions in accordance with the Master State Agreement number A-99-031 and Optional Services Supplement dated 05/20/2002, remain unchanged.

In the event of a conflict, the Master State Agreement number A-99-031 and the Optional Services Supplement terms and conditions will prevail.

- If we determine that it is necessary to exceed the hours or the Estimated End Date for the tasks contained within this PCR, we will inform you as soon as practical. In such event, you may authorize additional hours or extend the Estimated End Date in writing.
- IBM will provide the Services described in this Project Change Request for up to four hundred three (400) hours at the rate of \$201 per hour.
- DoIT will be invoiced monthly for actual hours performed during the previous month. Applicable, federal, state and local taxes are not included in the estimated charges. Estimated technical funding for this project is \$80,400.
- Travel and living expenses (billed as actual and reasonable) are in addition to the above charge and are estimated at \$8,500 and will be invoiced monthly, as incurred. IBM acknowledges and will manage travel and living expenses per the State of Connecticut Managers' Travel Guidelines as established by the State of Connecticut Comptroller.
- Total estimated funding for this project is \$88,900.00.

**We agree to provide the Services described in this PCR provided you accept this PCR, without modification, on or before October 30, 2010.**

**State of Connecticut Contract Reference # A-99-031**

**IBM Customer Number: 2082054**

**IBM Agreement Number: HQ12291**

<b>__ Approve __ Disapprove for Implementation</b>	<b>State of Connecticut:</b> By DoIT Purchasing authorization letter on State letterhead	<b>Date:</b>
<b>__ Approve __ Disapprove for Implementation</b>	<b>IBM:</b>  <b>IBM Corporation</b>	<b>Date:</b>

## Appendix A. Guidelines for Deliverable Materials

This appendix is a summary of the items to be delivered to DoIT under this PCR.

- Project Work Plan
- Monthly Status Report
- DR Exercise Planning Meeting Summary
- DR Exercise Summary Report

DoIT may share with other service providers one or more copies of the material delivered to DoIT under this effort, provided that (a) such materials are used on behalf of, and for the sole benefit of DoIT and its subsidiaries and (b) all copies of such materials are returned to DoIT upon completion of the provision of services by such providers.

### 3.1.1 Project Work Plan

**Purpose:** IBM will provide a Project Work Plan at the initiation of the project. The Work Plan will define tasks, schedule and responsible person(s) or organization for each milestone.

**Delivery:** One hard copy will be delivered to the DoIT Project Manager.

**Content:** The Project Work Plan will:

- List high-level tasks to be completed
- Identify resource assignments
- Indicate estimated start and end dates
- Identify availability of completed deliverables

### 3.1.2 Monthly Status Report

**Purpose:** IBM will provide Status Reports during the project to describe the activities that took place during that period. Significant accomplishments, milestones, and problems will be described.

**Delivery:** One hard copy will be delivered monthly to the DoIT Project Manager within 3 working days following the reporting period.

**Content:** The report will consist of the following, as appropriate:

- Activities performed during the reporting period
- Activities planned for the next reporting period
- Problems, concerns, and recommendations

### 3.1.3 DR Exercise Planning Meeting Summary

**Purpose:** The DR Exercise planning meeting summaries document discussion items and follow ups. They are distributed to meeting participants for review.

**Delivery:** One hard copy will be delivered to the DoIT Project Manager.

**Content:** The DR Exercise Planning Meeting Summary will consist of the following:

- Meeting attendees
- Meeting Objectives
- Meeting discussion items
- Follow Ups

### 3.1.4 DoIT DR Exercise Summary Report

**Purpose:** The Post-Exercise Summary Report documents the objectives, observations and recommendations for improving the DoIT ITDR plan.

**Delivery:** One hard copy will be delivered to the DoIT Project Manager.

**Content:** The DoIT DR Exercise Summary Report will consist of the following, as appropriate

- Exercise scope and objectives
- Results achieved
- Issues and recommendations

## **Appendix B: Deliverable Review and Sign Off Procedure**

1. Each deliverable document, with the exception of Status Reports, as defined in the Deliverable Guidelines, will be approved in accordance with the following procedure:
2. One (1) printed draft of the deliverable document will be submitted to the DoIT Project Manager. It is the DoIT Project Manager's responsibility to make and distribute additional copies to any other reviewers.
3. For each deliverable, the DoIT Project Manager will either accept the deliverable or provide a written list of requested changes to the IBM Project Manager within ten (10) business days of IBM submitting the deliverable. The DoIT Project Manager may request one extension. If no response from the DoIT Project Manager is received within ten (10) business days, the deliverable shall be deemed accepted by DoIT.
4. If a written list of requested changes is received by the IBM Project Manager within ten (10) business days of submission of a deliverable, IBM will make the appropriate revisions and will, within ten (10) business days, re-submit the updated version to the DoIT Project Manager. Hours spent implementing the requested changes are considered billable work and will be charged to the contract.





December 1st, 2010 *off. date*

Ms. Jacqueline Shirley  
Purchasing Director  
D.O.I. T. Purchasing  
101 East River Drive  
East Hartford, CT 06108

Subject: Master Agreement Update A-99-031 Services Supplement

Dear Jacqueline:

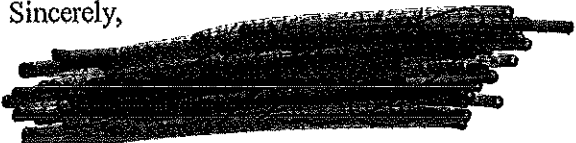
IBM would like to make the following product schedule update to our master agreement A-99-031, Services Supplement:

**IBM Security Technical Specialist- \$ 225/hr**

**Per attached SOW for IBM Installation Support Deployment Services, Dated Nov 9<sup>th</sup>, 2010.**

Please let me know if you have any questions or need additional information. If you would please provide us with your written concurrence it would be appreciative.

Sincerely,

  
Gerald Baseel  
IBM Client Executive

860-275-5570

[gbaseel@us.ibm.com](mailto:gbaseel@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: CFT2SWL  
Sequence Number/Version: 2Z51201-42  
Date Generated: 06/01/10  
This offer is good until 07/01/10.

**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: Agreement No.: A-99-031  
 STATE OF CONNECTICUT Supplement No.: CFT2SWL  
 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: 07/01/10

Specified Location Address: Revised Supplement: Yes  
 STATE OF CONNECTICUT Renewal Supplement: No  
 101 E RIVER DR Contract Period (Months): 36  
 EAST HARTFORD, CT 06108-3285 Start Date: 07/01/08  
 End Date: 06/30/11

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: \$ 13,446  
 Earliest Termination Date: 06/30/2011

MONTHLY CHARGES	USAGE CHARGES
IBM: \$ 14,940	Additional Test Time Charge (8 Hours): \$ 8,697
Non-IBM: \$ 0	Recovery Daily Usage Charge (24 Hours): \$ 10,872
Network: \$ 0	Cold-Site Daily Usage Charge (24 Hours): \$ 2,988
Total: \$ 14,940	Network Initiation Charge: N/A
	Network Usage Charge: Customer Responsibility

Agreed to:  
 STATE OF CONNECTICUT

Agreed to:  
 International Business Machines Corporation

By PER STATE LETTER  
 Authorized Signature

By \_\_\_\_\_  
 Authorized Signature

Name (Type or Print) Date  
 2901D688 (06/01/10) 2Z51201-42

Name (Type or Print) Date  
 Page 1

Supplement for Business Recovery Services (Continued)

EQUIPMENT CONFIGURATION

Customer Name: STATE OF CONNECTICUT Configuration

Number: 2082054	Processor: 2096 T04
Address: 101 E RIVER DR	Class: Large
EAST HARTFORD, CT 06108-3285	Cold Site: Yes
Recovery Center: Sterling Forest, NY	System Storage: 20480MB
Supplement Number: CFT2SWL	DASD Gigabytes: 4672GB

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

=====

IBM Equipment:

1	2096	T04	IBM System z9 Business Class
20	2096	GB1	IBM 2096 Memory - 1st 2096 Provides 1 GB of processor memory on the first 2096.
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.
1	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	3494H	BASE	IBM 3494 Tape Library Includes 3494-L14 with 30 cartridge I/O station, dual gripper, and 140 cartridge capacity.
1	3494H-VT1	BASE	IBM 3494-B20 VTS (H1A) Adds 3494-B20 Virtual Tape Server to 3494H BASE Includes Advanced Policy Management, 4 FICON ports, 2592 GB cache using 3:1 compression, 6 3590-H1A tape drives, 230 cartridge capacity, and 128 Virtual Tape Drives. Prerequisite: 3494H 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

Supplement for Business Recovery Services (Continued)

EQUIPMENT CONFIGURATION

Customer Name: STATE OF CONNECTICUT

Configuration

Number: 2082054	Processor: 2096 T04
Address: 101 E RIVER DR	Class: Large
EAST HARTFORD, CT 06108-3285	Cold Site: Yes
Recovery Center: Sterling Forest, NY	System Storage: 20480MB
Supplement Number: CFT2SWL	DASD Gigabytes: 4672GB

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

=====

			Includes 1 3584-D22 tape storage to 3584I BASE with 360 cartridge capacity. Prerequisite: 3584I BASE configuration
8	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
4	3590LS	B11	Magstar Tape Drive Includes: 1-3590-A50 Control Unit per 4 3590LS B11 Each 3590LS-B11 Contains One Drive.
4	3592-FCO	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.
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	4245	020	Line Printer - 2000LPM
1	6400	015E	LINE MATRIX PRINTER Includes: - Feature 4830 COAX/TWINAX ATTACHMENT - Feature 6861 ETHERNET IPDS (W/Network Interface Card) Interfaces: RS-232/RS-422, IEEE 1284/Centronics Parallel, Coax/Twinax (SCS/IPDS), 10/100BaseT Ethernet (ASCII/IPDS), Auto Switching
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.

Supplement for Business Recovery Services (Continued)

EQUIPMENT CONFIGURATION

Customer Name: STATE OF CONNECTICUT	Configuration
Number: 2082054	Processor: 2096 T04
Address: 101 E RIVER DR	Class: Large
EAST HARTFORD, CT 06108-3285	Cold Site: Yes
Recovery Center: Sterling Forest, NY	System Storage: 20480MB
Supplement Number: CFT2SWL	DASD Gigabytes: 4672GB

Quantity or Units	Machine or Product	Model	Product Description
=====			
4	2096OE2	GBSX	2096 OSA-Express2 GbE SX
	Includes: One 2096 OSA-Express2 Gigabit Ethernet SX port.		
	Maximum of four 2096OE2 GBSX supported per 2096 processor.		

Test Time Allowance

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

First Year: 144 Hours	600 Square Feet
Following Years: 152 Hours Per Year	18 Telephones

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: 2Z51203-59  
Date Generated: 06/01/10  
This offer is good until 07/01/10.

**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:	Agreement No.: A-99-031
STATE OF CONNECTICUT	Supplement No.: CFT2SXL
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: 07/01/10
	Revised Supplement: Yes
Specified Location Address:	Renewal Supplement: No
STATE OF CONNECTICUT	Contract Period (Months): 36
101 E RIVER DR	Start Date: 07/01/08
EAST HARTFORD, CT 06108-3285	End Date: 06/30/11

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: \$ 11,182  
Earliest Termination Date: 06/30/2011

MONTHLY CHARGES	USAGE CHARGES
IBM: \$ 6,170	Additional Test Time Charge (8 Hours): \$ 7,408
Non-IBM: \$ 6,254	Recovery Daily Usage Charge (24 Hours): \$ 9,260
Network: \$ 0	Cold-Site Daily Usage Charge (24 Hours): \$ N/A
	Network Initiation Charge: N/A
Total: \$ 12,424	Network Usage Charge: Customer Responsibility

Agreed to:  
STATE OF CONNECTICUT

Agreed to:  
International Business Machines Corporation

By PER STATE LETTER  
Authorized Signature

By \_\_\_\_\_  
Authorized Signature

Name (Type or Print) Date  
28719274 (06/01/10) 2Z51203-59

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: CLIENTSRV CPU  
 Class: Client Server  
 Cold Site: No

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

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  
 23 IBMX365A BASE IBM Server x365A MP-3.0Ghz  
 Item: IBM x365 Server

Includes: PCI Architecture (6 Slots)  
 1 Intel 3.0Ghz Xeon MP Processor  
 1 GB Memory  
 1 73.4 GB SCSI Hard Drive  
 3.5" Diskette Drive  
 CD-ROM Drive  
 1 Integrated Dual 10/100/1000 Ethernet Adapter  
 1 IBM ServerRAID SCSI Controller  
 1 Adaptec Single Ended SCSI Controller  
 \*\*USB support

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

43 IBMX365A MEM1 Add'l IBMx365A 1 GB Memory  
 18 IBMX365A PRC1 Add'l IBMx365A MP-3.0Ghz Proc

Additional Intel 3.0Ghz Xeon MP processor.

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

3 IBMX3850A BASE IBM Server x3850A MP3.3Ghz DC  
 Item: IBM x3850 Server - Dual Core

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: No  
 Recovery Center: Sterling Fst C/S, NY  
 Supplement Number: CFT2SXL

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

=====

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.

45	IBMX3850A	MEM1	Add'l IBMx3850A 2 GB Memory
9	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.

2	PCOPT FC	73G1	CPQ/HP Server 72.8 Hard Drive
---	----------	------	-------------------------------

Compaq/HP 72.8GB SCSI Hard Drive

For use with the Compaq/HP Proliant Servers ONLY

49	PCOPT FC	73G2	IBM Server 73.4 Hard Drive
10	PCWS-3200	BASE	P4-3.2Ghz Desktop W/Wkspc

Item: PC Desktop With Workspace, Phone, Chair,  
 & Power For Office Equipment

Includes: PCI Architecture  
 Pentium IV 3.2Ghz Processor  
 512MB Memory, 100Mhz Bus  
 40 GB IDE Hard Drive  
 1 DVD-ROM  
 Color Monitor W/19" viewable screen size  
 Keyboard and Mouse  
 Serial and Parallel Port  
 10/100 Ethernet Adapter Included  
 USB Support

Note: This equipment cannot be selected for temporary transfer.

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: No

Recovery Center: Sterling Fst C/S, NY

Supplement Number: CFT2SXL

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

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.

24	PRELOAD	SR1	OS Preload For Intel Server Includes: The pre-loading of a supported server operating system for Intel based servers.
----	---------	-----	--

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)

VMWare ESX 2.5.x  
VMWare ESX 3.0.x  
VMWare ESX 3.5.x  
VMWare vSphere 4 Enterprise Plus

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

55	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.

**Supplement for Business Recovery Services (Continued)**

**E Q U I P M E N T   C O N F I G U R A T I O N**

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: No

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

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

Removal support to disconnect, de-install, and re-pack quickship server/peripheral equipment shipped to an IBM Recovery Center.

**Non-IBM Equipment:**

10	FCSSFA	PORT	FC Switch Port
	Includes: 1 Fibre Channel switch port for SAN/FC connectivity		

Note: - All devices i.e. hosts, storage that are required in a SAN must have 1 Fibre channel port.

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

3	PCOPT FC	FC10	Emulex LP11002 PCI-Xpress FC
	Emulex LP1102 - Dual Port fiber adapter		

5	PCOPT FC	FC3	Emulex LP9000 PCI FC Adapter
---	----------	-----	------------------------------

Emulex LP9000 Series FC PCI Adapter

**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

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: 07/01/10

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: RRS051910-IBM-SOC01

Item 1 Dell PowerEdge 2650  
Qty 6 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  
Keyboard/Mouse/Monitor

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

Item 2 Dell PowerEdge 2850  
Qty 20 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)-board  
CD-ROM CD-ROMd Controller (on board)  
Keyboard/Mouse/MonitorMonitor

Test Daily Charge = \$76.00 per day per item  
Recovery Daily Charge = \$76.00 per day per item

Item 3 HP DL 380 G4 server  
Qty 2 2 x 3.2Ghz Xeon Processor  
4 GB Ram  
SMART 6i RAID Controller (on-board)  
876 GB Physical Hard Drive Spce (6x146)  
(2) 10/100/1000 NIC (on-board)  
CD-ROM  
VHDCI SCSI Port (on-board)  
Keyboard/Mouse/Monitor

HP 4314 Storage Array  
876 GB Physical Hard Drive Space (146 x 6)  
SCSI Connection

Test Daily Charge = \$121.00 per day per item  
Recovery Daily Charge = \$121.00 per day per item

\*\*\*\*\*

Item 4

Qty 13 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)  
Keyboard, Mouse, Monitor

Test Daily Charge = \$93.00 per day per item  
Recovery Daily Charge = \$93.00 per day per item

Item 5

Qty 1 HP DL 580 G3 Server  
Quad 3.0 GHz Xeon Processors  
4 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)  
Keyboard, Mouse, Monitor  
  
HP StorageWorks 4314 Storage Enclosure  
1314 GB Physical Hard Drive Space (146 x 9)  
SCSI Connection

Test Daily Charge = \$105.00 per day per item  
Recovery Daily Charge = \$105.00 per day per item

Item 6

Qty 10 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)  
Keyboard, Mouse, Monitor

Test Daily Charge = \$82.00 per day per item  
Recovery Daily Charge = \$82.00 per day per item

\*\*\*\*\*

---

END OF SUPPLEMENT

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: 2R79103-28  
Date Generated: 06/01/10  
This offer is good until 07/01/10.



**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: Agreement No.: A-99-031  
 STATE OF CONNECTICUT Supplement No.: CFTYJ2P  
 101 E RIVER DR Enterprise No.: 2082000  
 EAST HARTFORD, CT 06108-3285 Customer No.: 2082054

IBM Address: Marketing No.: BOC  
 IBM CORPORATION Service No.: 278  
 PO BOX 700  
 SUFFERN, NY 10901-0700 Supplement Effective Date: 07/01/10  
 Revised Supplement: Yes  
 Specified Location Address: Renewal Supplement: No  
 STATE OF CONNECTICUT Contract Period (Months): 36  
 Start Date: 07/01/08  
 101 E RIVER DR End Date: 06/30/11  
 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: \$ 1,162  
 Earliest Termination Date: 06/30/2009

MONTHLY CHARGES	USAGE CHARGES
IBM: \$ 983	Additional Test Time Charge (8 Hours): \$ 666
Non-IBM: \$ 308	Recovery Daily Usage Charge (24 Hours): \$ 1,333
Network: \$ 0	Cold-Site Daily Usage Charge (24 Hours): \$ N/A
Total: \$ 1,291	Network Initiation Charge: N/A
	Network Usage Charge: Customer Responsibility

Agreed to:  
STATE OF CONNECTICUT

Agreed to:  
International Business Machines Corporation

By *Per State Letter*  
Authorized Signature

By \_\_\_\_\_  
Authorized Signature

Name (Type or Print) Date  
 30127278 (06/01/10) 2R79103-28

Name (Type or Print) Date  
 Page 1

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: Yes
Recovery Center: Sterling Forest, NY	System Storage: 32768MB
Supplement Number: CFTYJ2P	

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

=====

Non-IBM Equipment:

2	SUNX4200	BASE	Sun Fire X4200
			Four 10/100/1000Base-T Ethernet ports, One dedicated 10/100Base-T
2	SUN440	BASE	Sun Fire V440
			Two 10/100/1000 BaseT Ethernet, One 10 BaseT Ethernet (n/w mngment)
4	SUNX4200	4096	4Gb memory increment
16	SUN440	1024	1Gb memory increment
4	CPU-X4200	2CPU	DUAL CORE 2.8GHZ processor
8	SF-440	1280	V440 1.28GHz UltraSPARC
2	FCSSFA	PORT	FC Switch Port
			Includes: 1 Fibre Channel switch port for SAN/FC connectivity
			Note: - All devices i.e. hosts, storage that are required in a SAN must have 1 Fibre channel port.
2	LP9002L	PCI	Emulex 2Gb/s Single FC HBA
4	SUN X4200	146	X4200 146GB internal disk
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  
Following Years: 152 Hours Per Year

200 Square Feet  
4 Telephones

**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: 07/01/10  
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: 06/30/11

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: 4  
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: CFTF0SC  
Sequence Number/Version: 2S63605-25  
Date Generated: 06/01/10  
This offer is good until 07/01/10.

**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: 07/01/10  
Revised Supplement: Yes  
Renewal Supplement: No  
Contract Period (Months): 36  
Start Date: 07/01/08  
End Date: 06/30/11

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: \$ 11,005  
Earliest Termination Date: 06/30/2009

MONTHLY CHARGES	USAGE CHARGES
IBM: \$ 1,159	Additional Test Time Charge (8 Hours): \$ 4,625
Non-IBM: \$ 6,550	Recovery Daily Usage Charge (24 Hours): \$ 12,649
Network: \$ 4,519	Cold-Site Daily Usage Charge (24 Hours): \$ N/A
	Network Initiation Charge: N/A
Total: \$ 12,228	Network Usage Charge: Customer Responsibility

Agreed to:  
STATE OF CONNECTICUT

Agreed to:  
International Business Machines Corporation

By PER STATE LETTER  
Authorized Signature

By \_\_\_\_\_  
Authorized Signature

Name (Type or Print) Date  
33525086 (06/01/10) 2S63605-25

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 NET  
 Class: Mid-Range  
 Cold Site: Yes

Recovery Center: Sterling Forest, NY  
 Supplement Number: CFTF0SC

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 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 61 Additional IP Addresses  
 Includes: - 32 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 IP  
 addresses comes to 61.  
 - 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/BROWS 000 Internet Port in Suite  
 Includes:  
 - 64kbps Internet access for browsing, reading online  
 documentation, and reasonable patch/fix downloads  
 - One hard coded IP address per scheduled suite  
 - One 10/100 Ethernet port per scheduled suite  
 - Customer agrees to configure BCRS provided IP address  
 on PC in suite  
 - Customer is responsible for providing or subscribing  
 to a PC with an Ethernet port for use with this solution  
 - Customer is responsible for security of said PC (unless  
 otherwise contracted)  
 - This is open access to the Internet

Notes:

- This Internet solution uses shared resources available to

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: Yes

Recovery Center: Sterling Forest, NY  
 Supplement Number: CFTF0SC

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

customers at all recovery locations in the U.S. The additional Internet Access terms in your contract apply.

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 IBM MultiMegabit Internet Access  
 Includes: - 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 additional 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 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

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: Yes

Recovery Center: Sterling Forest, NY  
 Supplement Number: CFTFOSC

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

- 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 CAT3750 LYR3 Enhanced 3750E Layer 3 Switch  
 Includes: - Cisco 3750 Enhanced Switch w/IOS Routing
- 24 10/100/1000 Copper Ethernet
  - (2) Fiber 10Gigabit Ethernet Ports (X2)
  - Cisco TwinGig Converter Modules (SFP2)
  - (2) Cisco TwinGig Converter Module

Note: Customer Configures the 3750E and BCRS Integrates into the LAN Infrastructure.

- 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.

- 2 CHECKPTIP 1285 CKPT/Nokia IP1285 Secty Pltfm  
 Includes: CheckPoint Nokia IP1285 Base System With:
- 4 GB RAM



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: Yes

Recovery Center: Sterling Forest, NY  
 Supplement Number: CFTF0SC

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

- 4 GB Flash memory
- (4) 10/100/1000BaseT Ethernet ports
- (1) IDE based hard drive
- Checkpoint IPSO Operating System
- (2) additional Four Port 10/100/1000Base-T XMC I/O cards

Note: Configuration Console (PC, RS6000, SUN etc.), terminal emulator (e.g. HyperTerm) and web browser (e.g. Internet Explorer) MUST be contracted separately or provided by the customer.

Customer must provide any additional software.  
 (e.g. Checkpoint).

- |   |  |      |   |
|---|--|------|---|
| 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                        |
| 3 | CIRTR FC   | CIPD | CIP2 2Prt ESCON (75XX Router)                       |
|   | Includes: MEM-CIP-64M (64MB CIP Memory)              |      |   |
|   |  |      | FR-CIP-TCPOFF Offload Feature                       |
| 3 | 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   | VATD | PA-A3-T3 ATM/DS3 Card w/VIP                         |
| 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                       |
|   |  |      | SSL Module (Strong Encryption)                      |
|   |  |      | WebNS Enhanced Feature Set Software                 |

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: Yes  
 Recovery Center: Sterling Forest, NY  
 Supplement Number: CFTF0SC

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

- |   |           |      |   |
|---|-----------|------|---|
|   |           |      | WebNS Secure Management License: Enables Strong Encryption.   |
| 2 | CI11506   | 2GE  | Cisco CSS 2-port GigE Card<br>Includes:<br>- 2 port Gigabit Ethernet Card for Cisco CSS 11500 series<br>- 2 Gigabit Interface Converters (GBICs) for card slots   |
| 1 | COETEMP   | FE   | 10/100 Ethernet Port for COE<br>Includes: One port for customer owned equipment, available for recovery exercise or outage emergency only.  |
| 1 | ISS/PROVN | 1000 | Internet Security System G1000<br>Includes: Internet Security Systems Inc. Proventia G1000 model intrusion prevention device w/2 10/100/1000 Mbps Copper interface ports.   |
| 6 | NOKIP FC  | 4CG  | 4-Port Copper Gig -Ethernet<br>Includes:<br>- 4-port Copper Gigabit Ethernet Card   |
| 2 | NOKIP560  | BASE | Nokia IP560 Security Platform<br>Includes: Nokia IP560 Base System With:<br>- 2 GB RAM<br>- (4) 10/100/1000 Mbps Ethernet ports<br>- 1GB Flash drive<br>- Nokia Encryption Accelerator in internal PMC slot<br>- Hard Disk Drive Option For For system logging<br>- 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 | 4500 | Nortel Contivity 4500<br>Includes: Dual 450 MHZ Xeon CPU's<br>128 MB memory<br>Dual 10/100 Ethernet Local Area Network (LAN) ports<br>Five PCI expansion slots<br>Dual Redundant Power Supply<br>Dual Redundant Storage System<br>Contivity 4500 Extranet Switch server software<br>Contivity Extranet Access IPSec Client software<br>Contivity Stateful Firewall license for 4x00 platform |
| 1 | NTCONTIV | 5000 | Nortel Contivity 5000<br>Includes:<br>- Dual 2.2 Ghz processors  |

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: Yes

Recovery Center: Sterling Forest, NY  
Supplement Number: CFTF0SC

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

=====

- 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

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

**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.: CFTF0SC  
Customer No.: 2082054  
Enterprise No.: 2082000  
IBM Marketing No.: BOC  
IBM Service No.: 180  
Addendum Effective Date: 07/01/10  
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: 06/30/11

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:  
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 CFTF0SC.

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

Agreed to:  
STATE OF CONNECTICUT

Agreed to:  
International Business Machines  
Corporation

By Per STATE LETTER  
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	SWITCH 1010	Cisco LS1010 ATM Switch
2	SERVER 2950	Dell Server
1	ROUTER 3725	Cisco Router
4	SERVER 1950	Dell Server
1	FIREWALL 560	Nokia IP560 Firewall

MATRIX SWITCH PORTS

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

IBM  
One Financial Plaza  
Hartford, CT 06103

May 10<sup>th</sup>, 2010

*affordable*

Ms. Jacqueline Shirley  
Purchasing Director  
D.O.I. T.  
101 East River Drive  
East Hartford, CT 06108

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

Dear Jacqueline,

IBM would like to add the attached pricing schedule updates for hourly consulting services rates. These rates are for our DMV consultants and other agency requests.

RESOURCE	Hourly Rate
Project Manager	\$290/hr
Senior Process Consultant	\$195/hr
Senior DMV SME	\$225/hr
Senior Technical Architect	\$245/hr
Process Specialist	\$145/hr
System Architect	\$195/hr

Please let me know if you have any questions or need additional information. Also, if you would please provide us with your written concurrence to the above, we would be appreciative.

Sincerely,

Gerald Baseel  
IBM Client Executive  
860-275-5570  
[gbaseel@us.ibm.com](mailto:gbaseel@us.ibm.com)

# STATE OF CONNECTICUT

## AGREEMENT

BETWEEN

## **THE STATE OF CONNECTICUT**

Acting herein by

**THE DEPARTMENT OF INFORMATION TECHNOLOGY**

AND

## **INTERNATIONAL BUSINESS MACHINES**

For The Procurement Of

## **BUSINESS RECOVERY SERVICES**

State RFP Number 956-A-25-0969

State Agreement Number A-99-031

IBM Agreement Number 2G13808C

June 14, 1999

*off date  
6/15/99*

IBM BUSINESS RECOVERY SERVICES

CONTRACT DOCUMENT

FOR

State of Connecticut - DOIT

340 Capital Avenue

Hartford, CT 06106

SUBMITTED BY:

IBM Corporation  
522 South Road  
Poughkeepsie, NY 12601

Contract Document Date: 05/20/99

Contract Document Reference: 2G13808C



## CONTRACT DOCUMENT SUMMARY

### SERVICES CHARGE

In response to your request, IBM is pleased to submit this contract to provide IBM Business Recovery Services. A services charge (called the Total Monthly Charge) of Forty-four thousand, nine hundred twelve dollars (\$44,912) will be charged each month for these Services. This Total Monthly Charge does not include applicable Federal, State, or Local taxes.

### OPTIONAL SERVICES CHARGES

Operational Support Services	\$35/hour
Technical Support Services	\$150/hour
Network Support Services	\$150/hour
Consulting Services	\$180/hour

### ATTACHED DOCUMENTS

#### IBM Agreement for Business Recovery Services for State of Connecticut

This is the document which contains the general terms and conditions applicable to IBM Services.

#### Supplement for Business Recovery Services

The supplement is a transaction document which describes the specific details of your Business Recovery subscription as customized to your environment. There are four (4) Supplement numbers which make up the State's subscription.

1. 2G13808	IBM Mainframe	\$39,784
2. 2H14301	DEC VAX	\$ 4,425
3. 2H24521	IBM AS/400	\$ 339
4. 2H07104	IBM RS/6000	\$ 364
Total Monthly Charges:		\$ 44,912

#### Attachment A: Cross-Reference of State Required Equipment

This attachment cross-references the State's hardware requirements with the Business Recovery Supplements hardware configurations.

#### Attachment B: Strohl BIA Software Contract

IBM is including Strohl's BIA software at no additional cost.

This offer is good until 07/01/99.

# **IBM Agreement for Business Recovery Services for State of Connecticut Department of Information Technology**

---

*International Business Machines Corporation (IBM) thanks State of Connecticut Department of Information Technology (State of Connecticut) for doing business with IBM. IBM is committed to providing State of Connecticut with the highest quality Business Recovery Services. If, at any time, State of Connecticut has any questions or problems, or is not completely satisfied, please let IBM know. IBM's goal is to do IBM's best for State of Connecticut.*

*State of Connecticut accepts these terms by signing this IBM Agreement for Business Recovery Services for State of Connecticut Department of Information Technology (called the "Agreement").*

IBM provides Business Recovery Services (called "BRS") to assist State of Connecticut in preparing for and responding to a Disaster at a Specified Location. As part of BRS, IBM provides a Configuration of Machines, Network Services (if selected), and a facility (as applicable), for State of Connecticut to use as a backup so State of Connecticut can continue to do critical information processing activities. IBM provides a toll-free telephone number for State of Connecticut to use when notifying IBM of a Disaster.

## **1. Definitions**

**Configuration** means the Machines and equipment to which IBM and State of Connecticut mutually agree and specify in a Supplement. IBM shall classify the type of Configuration as "Large System," "Mid-Range System," or "Client Server." Although what IBM actually provides during Test Time and Recovery Services may not be identical to the Configuration, it shall be compatible with it and provide equivalent or greater capacity and functionality.

**Disaster** is any unplanned interruption of information processing at a Specified Location, due to causes beyond State of Connecticut's control, which impairs State of Connecticut's ability to perform critical information processing activities.

**Enterprise** is any legal entity (such as a corporation) and the subsidiaries it owns by more than 50 percent. The term "Enterprise" applies only to the portion of the enterprise located in the United States and Puerto Rico.

**Machine** is a machine, its features, conversions, upgrades, elements, or accessories, or any combination of them.

**Materials** are work product IBM may deliver to State of Connecticut during a project. The term "Materials" does not include Programs.

**Network Services** are the additional services State of Connecticut may select for additional charge, that provide networking capability for the Configuration.

**Product** is a Machine or Program.

**Program** is the following, including features and any whole or partial copies:

1. machine-readable instructions;
2. a collection of machine-readable data, such as a data base; and
3. related licensed materials, including documentation and listings, in any form.

The term "Program" includes an IBM Program and any non-IBM Program that IBM may provide to State of Connecticut. The term does not include Licensed Internal Code or Materials.

**Purchase Order** is a document issued by State of Connecticut which has been properly authorized in accordance with State regulations. This document is the only means whereby service can be provided by IBM.

**Recovery Center** is an IBM facility where IBM provides Test Time, Recovery Services, and Cold-Site Services (if applicable) as described in this Agreement. IBM may provide Recovery Services and Cold-Site Services in a location in the United States other than the Primary Recovery Center.

**Specified Location** is State of Connecticut's information processing facility within a single building which is identified as the address receiving BRS in a Supplement. IBM considers host-attached I/O equipment located outside the building to be part of State of Connecticut's Specified Location.

**Subscription** is State of Connecticut's entitlement to receive BRS for a particular Configuration, as set forth in this Agreement. State of Connecticut may have multiple Subscriptions in effect at the same time. Each Subscription will be administered by use of a separate Supplement to specify the details that apply to that Subscription. Unless specified otherwise, the details specified in a Supplement (including, but not limited to, Monthly Charges, Usage Charges, etc.) apply to only the Subscription that is administered by such Supplement.

**Supplement** is a transaction document attached hereto and incorporated by reference into this Agreement in which IBM specifies the details of State of Connecticut's order for BRS. The details include Configuration, Network Services selected, Specified Location, Primary Recovery Center, Contract Period, Start Date, Effective Date, Test Time Allowance, office space, and applicable charges, rates, and discounts.

**Temporary Transfer Machines** are those Machines in a Configuration which IBM identifies in a Supplement as available for temporary transfer to a location State of Connecticut designates.

## **2. IBM's Responsibilities**

### **Acceptance of Subscription**

IBM accepts State of Connecticut's Purchase Order for BRS by issuing a Supplement for each Configuration. For a Supplement to be effective, both IBM and State of Connecticut sign the Supplement.

State of Connecticut may request a change to the Configuration, Network Services, or Specified Location on thirty (30) days written notice by means of an authorized Purchase Order. Such Purchase Order shall have attached a complete Supplement which specifies all charges applicable to the Purchase Order. If IBM agrees, IBM shall confirm the change in a revised Supplement with applicable adjustments in charges. IBM shall not unreasonably withhold IBM's agreement. Such adjustment shall not cause State of Connecticut's Total Monthly Charge to decrease below the Minimum Total Monthly Charge specified in a Supplement.

If a Supplement includes a Machine not currently available at the Primary Recovery Center, it may take up to 60 days to acquire after both parties sign the Supplement. If State of Connecticut declares a Disaster before it arrives, IBM shall use commercially reasonable efforts to find an alternate Machine, or to expedite the order. In addition, the Machine may not be available for a Test scheduled during these 60 days.

### **Test Time**

IBM provides test time to allow State of Connecticut 1) to test State of Connecticut's Disaster recovery plan and procedures and 2) to verify the operation of State of Connecticut's critical applications on the Configuration. IBM makes the Configuration available to State of Connecticut at the Primary Recovery Center, without additional charge, for the annual Test Time hours specified in a Supplement (called "Test Time Allowance"). Test Time is available in contiguous

eight-hour blocks. State of Connecticut may not use Test Time to do production work. Scheduling of Test Time shall be as IBM and State of Connecticut mutually agree. State of Connecticut agrees that IBM may reschedule State of Connecticut's Test Time to serve another BRS customer who has declared a Disaster.

If State of Connecticut requires Test Time beyond State of Connecticut's Test Time Allowance (called "Additional Test Time"), IBM shall provide it on an "as available" basis for a charge.

At State of Connecticut's request, IBM shall temporarily transfer certain Configurations, or Machines in a Configuration, to a location State of Connecticut chooses for remote Testing purposes. These transfer provisions are described below in the subsection "Temporary Transfer of Configuration / Machines."

### **Recovery Services**

When State of Connecticut declares a Disaster, IBM shall take immediate action to prepare the Recovery Center for State of Connecticut's use. Depending on the size and complexity of State of Connecticut's Configuration, IBM shall provide State of Connecticut Recovery Services at a Recovery Center as soon as two hours, but no longer than 24 hours, after State of Connecticut declares a Disaster. However, IBM shall use commercially reasonable efforts to provide State of Connecticut Recovery Services as soon as State of Connecticut is ready to receive them.

IBM shall provide on a 24 hours a day, seven days a week basis:

1. access to a Recovery Center for a maximum of six consecutive weeks following a Disaster;
2. priority access to and use of a Recovery Center over a) non-BRS customers, b) BRS customers who have scheduled Test Time, and c) BRS customers who subsequently declare a Disaster;
3. the Configuration in an operational condition, ready for State of Connecticut's use. If the Configuration is a Large System, IBM includes a "starter system" consisting of VM, MVS, and/or VSE operating systems to assist in the loading of State of Connecticut's data;
4. office space for State of Connecticut's use, as specified in a Supplement;
5. operational and technical assistance; and
6. for any Network Services State of Connecticut selects, problem determination assistance and telecommunications capability to locations State of Connecticut identifies.

If the Primary Recovery Center IBM specifies in a Supplement is not available when State of Connecticut declares a Disaster, IBM shall provide Recovery Services at another Recovery Center or at IBM's own internal information processing facility, and in the time frame described above.

### **Temporary Transfer of Configuration / Machines**

On State of Connecticut's request, IBM shall Temporarily Transfer a Configuration or Machines (as designated in a Supplement as available for temporary transfer) to a location State of Connecticut chooses within the United States (except Alaska and Hawaii). When IBM transfers a Configuration, it shall be in place of using a Recovery Center. When IBM transfers Machines, it shall be to complement State of Connecticut's use of a Recovery Center from a remote location. In a Supplement IBM shall specify whether the temporary transfer applies to Recovery Services only, or to Test Time and Recovery Services.

When State of Connecticut declares a Disaster IBM shall deliver the Configuration, or Temporary Transfer Machines, to the location State of Connecticut chooses within 48 hours of State of Connecticut's request. State of Connecticut agrees to use this equipment only for Disaster recovery purposes and to return it to IBM's designated location no later than six weeks from the date of delivery to State of Connecticut. If IBM transfers a Mid-Range System Configuration to

State of Connecticut, IBM shall include a standard system site plan for State of Connecticut's use when installing it. For a scheduled Test, IBM shall deliver the requested Configuration, or Temporary Transfer Machines, to the location State of Connecticut chooses. State of Connecticut agrees to use such equipment only for Testing purposes and to promptly return it to IBM's designated location after the Test.

When IBM transfers such equipment to State of Connecticut, IBM shall:

1. provide service and support, at no additional charge, to ensure it operates according to specifications; and
2. bear the risk of loss (except for theft or vandalism); and

State of Connecticut agrees to:

1. not move the equipment to another location without IBM's prior written approval;
2. provide written notice to IBM before State of Connecticut makes an alteration to the equipment. An alteration is any change made which deviates from the physical, mechanical, electrical, or electronic design, whether or not additional devices or parts are used. State of Connecticut may make an attachment (the connection of any other product or device to the equipment) without notice. State of Connecticut may not make an alteration or attachment that creates a safety hazard or renders maintenance of the equipment impractical. State of Connecticut is responsible for the results obtained from alterations and attachments;
3. restore the equipment to an unaltered condition before returning it to IBM;
4. return it to IBM in the same condition as when delivered to State of Connecticut; and
5. furnish all labor for unpacking and packing.

#### **Cold-Site Services**

For a Disaster involving a Large System Configuration, following use of, or in place of using, a Recovery Center, State of Connecticut may request IBM to provide an alternate site for State of Connecticut to install State of Connecticut's own Machines and equipment (called a "Cold-Site"). IBM shall give State of Connecticut priority access to a Cold-Site, within 24 hours of State of Connecticut's request, over other BRS customers who subsequently request a Cold-Site. The Cold-Site shall have raised floor space, electrical power, lighting, air conditioning, water cooling, and the safety and security systems necessary for State of Connecticut to install State of Connecticut's own Machines and equipment. State of Connecticut may use a Cold-Site for six consecutive months at no additional charge. Cold-Site use beyond six months is available for an additional charge.

### **3. State of Connecticut's Responsibilities**

State of Connecticut agrees to:

1. notify IBM that State of Connecticut is declaring a Disaster;
2. supply all personnel and Programs necessary for Testing and Recovery Services. IBM may provide additional Programs which State of Connecticut must keep on IBM's premises. Any Programs IBM provides shall be on an "AS IS" basis;
3. furnish supplies, materials, and storage media which are not included as part of BRS;
4. be solely responsible for the results obtained from the use of the Configuration and Network Services, and the Programs used with them which are provided by State of Connecticut;
5. be solely responsible for the security of data during transmission and for correcting transmission errors and data corruption problems;

6. follow procedures and instructions IBM provides State of Connecticut for using the Recovery Center, including those for safety and security; and
7. remove State of Connecticut's data and Programs from the Configuration following Testing or Recovery Services.

#### **4. Mutual Responsibilities**

IBM and State of Connecticut agree that under this Agreement:

1. neither IBM nor State of Connecticut grants the other the right to use its trademarks, trade names, or other designations in any promotion or publication;
2. all information exchanged is nonconfidential, except as otherwise provided by law;
3. each is free to enter into similar agreements with others;
4. each grants the other only the licenses and rights specified. No other licenses or rights (including licenses or rights under patents) are granted;
5. each shall allow the other reasonable opportunity to comply before it claims that the other has not met its obligations;
6. neither IBM nor State of Connecticut is responsible for failure to fulfill any obligations due to force majeure events.

#### **5. Contract Period**

The Start Date and End Date of a Subscription shall be specified on its Supplement.

##### **Renewal**

A Subscription automatically renews unless 1) State of Connecticut gives IBM written notice, on or before the End Date, of State of Connecticut's intention not to renew or 2) IBM gives State of Connecticut written notice, at least ninety (90) days before the End Date, of IBM's intention not to renew. If IBM does not exercise this right, IBM shall issue State of Connecticut a renewal Supplement at least sixty (60) days before the End Date. The Start Date for the renewal Supplement shall be the day following the End Date of the current Contract Period and the duration shall be the same unless State of Connecticut requests a different available duration. In that case, IBM shall issue State of Connecticut another renewal Supplement to reflect State of Connecticut's choice. A change in duration shall affect Monthly Charges.

A renewal Supplement shall have an annual Test Time Allowance equal to the Allowance specified for the last year of the prior Contract Period.

##### **Termination**

State of Connecticut may not terminate a Subscription before the date specified in a Supplement as Earliest Termination Date. Thereafter, State of Connecticut may terminate a Subscription with thirty (30) days written notice. Notwithstanding the foregoing, State of Connecticut may terminate a Subscription immediately prior to the start of any fiscal year for which funds have not been appropriated for such Subscription. In such event, termination and adjustment charges (as described immediately below) shall not apply. State of Connecticut agrees to request such funds from the applicable legislative body.

If State of Connecticut terminates a multi-year Subscription before its End Date, State of Connecticut agrees to pay an adjustment charge. The adjustment charge is an amount equal to eight percent (8%) multiplied by the sum of the Total Monthly Charges State of Connecticut would

have paid during the remainder of the Contract Period had State of Connecticut not terminated the Subscription.

However, State of Connecticut may terminate a Subscription without adjustment charge:

1. at any time:
  - a. as of the effective date of a price increase if the increase by itself, or when combined with prior announced increases, would increase State of Connecticut's Total Monthly Charge by more than five percent 1) within the first year of a Contract Period, or 2) for any 12-month period during the Contract Period;
  - b. if IBM has failed to meet State of Connecticut's Configuration growth requirements from a technology and/or capacity standpoint;
  - c. if IBM fails to cure a material breach after having been given written notice by State of Connecticut and reasonable time to cure, not to exceed thirty (30) days; or
2. following the Earliest Termination Date if State of Connecticut:
  - a. transfers or consolidates more than 50% of the critical application production at the Specified Location 1) to another State of Connecticut Specified Location covered by BRS or 2) to IBM, under a separate agreement making IBM responsible for such application production;
  - b. no longer owns or controls the Specified Location (e.g. because of a merger, acquisition, closing of the facility); or
  - c. develops or acquires an internal back-up solution similar to the BRS IBM provides State of Connecticut.

The effective date of termination shall be the same day of the month as the End Date of the Contract Period. If that day does not exist, then the effective date shall be the last day of the month.

## 6. Charges

### Total Monthly Charge

State of Connecticut agrees to pay the Total Monthly Charge for each month of a Subscription. The Total Monthly Charge is based on the IBM Machines, non-IBM Machines, and Network Services included in the Subscription, and the Contract Period duration. The Total Monthly Charge is specified in a Supplement (including the amount of this Charge associated with IBM Machines, non-IBM Machines, and Network Services).

### Recovery Daily Usage Charge

In addition to the Total Monthly Charge, State of Connecticut agrees to pay a Recovery Daily Usage Charge for each day, or part thereof:

1. that State of Connecticut uses the Configuration at a Recovery Center (excluding Test Time); or
2. from the date IBM delivers a Configuration to another location State of Connecticut designates until the date State of Connecticut delivers it to a carrier IBM designates.

There is a two day minimum for the Recovery Daily Usage Charge. The minimum charge shall apply once State of Connecticut notifies IBM that State of Connecticut has declared a Disaster, and IBM confirms back to State of Connecticut that IBM has scheduled State of Connecticut's Recovery Services. State of Connecticut may not credit unused Test Time against the Recovery Daily Usage Charge. The Recovery Daily Usage Charge is specified in a Supplement.

### **Multi-Location Discount**

State of Connecticut shall receive a discount on the IBM Monthly Charge for each Subscription within State of Connecticut's Enterprise qualifying for the Multi-Location Discount. This discount is based on the quantity of different Specified Locations within State of Connecticut's Enterprise having a Subscription with the same class Configuration. IBM shall specify such Specified Location quantity and the discount in each applicable Supplement. If a Subscription's eligibility for the discount changes, IBM shall issue State of Connecticut a revised Supplement to reflect the change in discount and adjustment in IBM Monthly Charge. IBM may adjust the amount of the discount if it is to be combined with other discounts IBM has already given State of Connecticut.

### **Additional Charges**

State of Connecticut agrees to pay:

1. a network initiation charge and a network usage charge if State of Connecticut selects Network Services and these charges are applicable;
2. a Test Time charge for each eight-hour block of Additional Test Time State of Connecticut schedules beyond State of Connecticut's annual Test Time Allowance. Such charge (called "Additional Test Time Charge") is specified in a Supplement;
3. if State of Connecticut uses a Cold-Site beyond six consecutive months following a Disaster declaration, a charge for each day, or part thereof, State of Connecticut uses the Cold-Site. Such charge (called "Cold-Site Daily Usage Charge") is specified in a Supplement;
4. If IBM temporarily transfers a Configuration or Temporary Transfer Machines to a location State of Connecticut chooses --
  - a. all shipping charges, taxes, tariffs, and insurance charges incurred for shipment to such location and return to IBM; and
  - b. any other charges, including Usage charges specified in a Supplement, State of Connecticut incurs while using such Configuration or Machines.

### **Prices and Payment**

IBM may increase rates and Monthly Charges by giving State of Connecticut ninety (90) days written notice. An increase applies on the first day of the applicable invoice period on or after the effective date specified in the notice. State of Connecticut receives the benefit of a decrease in charges for amounts which become due on or after the effective date of the decrease.

IBM shall invoice State of Connecticut all charges in arrears on a monthly basis. State of Connecticut agrees to pay amounts due, including any late payment fees, as IBM specifies in the invoice, except for any amount State of Connecticut disputes in good faith. In the event State of Connecticut has a bona fide dispute, both parties shall diligently cooperate to resolve such dispute. Late payment fees shall not apply to any amounts due for less than forty-five (45) days after receipt of an accurate invoice. If any authority imposes a duty, tax, levy, or fee, excluding those based on IBM's net income, on any transaction under this Agreement, then State of Connecticut agrees to pay that amount as specified in the invoice or supply exemption documentation.

Notwithstanding the foregoing, IBM understands that State of Connecticut represents State of Connecticut is a tax exempt organization within the State of Connecticut, and as such, State of Connecticut shall pay no taxes nor otherwise be responsible directly or indirectly for any taxes arising out of any transaction which is covered by such exemption, nor shall State of Connecticut reimburse IBM directly or indirectly for taxes that IBM pays on State of Connecticut's behalf arising out of any transaction which is not covered by such exemption. In the event State of Connecticut is no longer a tax exempt organization under Connecticut State Law or regulations, then this paragraph shall no longer be applicable as of the date of such event.



### **Guaranteed Monthly Charges**

Notwithstanding the foregoing, during the Contract Period of any Subscription subject to the terms of this Agreement, State of Connecticut's Monthly Charges shall be fixed and firm. However, if State of Connecticut requests changes (additions and/or deletions) to a Configuration and/or Network Services, IBM may adjust State of Connecticut's Monthly Charges, as agreed to by the parties. Guaranteed Monthly Charges does not apply to Usage Charges (Recovery Daily Usage Charge, Additional Test Time Charge, and Cold-Site Daily Usage Charge).

Under Guaranteed Monthly Charges IBM may increase Monthly Charges only at Subscription renewal. If IBM intends to exercise this right, IBM shall provide State of Connecticut written notice at least sixty (60) days before the current Contract Period End Date.

## **7. Patents and Copyrights**

For purposes of this Section, the term "Product" includes Materials (alone or in combination with Products IBM provides to State of Connecticut as a system) and Licensed Internal Code.

If a third party claims that any Product IBM provides to State of Connecticut infringes that party's patent or copyright, IBM shall defend State of Connecticut against that claim at IBM's expense and pay all costs, damages, and attorney's fees that a court finally awards, provided that State of Connecticut:

1. promptly notifies IBM in writing of the claim; and
2. allows IBM to control, and cooperates with IBM in, the defense and any related settlement negotiations.

If such a claim is made or appears likely to be made, State of Connecticut agrees to permit IBM to enable State of Connecticut to continue to use the Product, or to modify it, or replace it with one that is at least functionally equivalent. If IBM determines that none of these alternatives is reasonably available, State of Connecticut agrees to return the Product to IBM on IBM's written request. IBM shall then give State of Connecticut a credit equal to State of Connecticut's net book value for the Product, provided State of Connecticut has followed generally-accepted accounting principles.

This is IBM's entire obligation to State of Connecticut regarding any claim of infringement.

### **Claims for Which IBM is Not Responsible**

IBM has no obligation regarding any claim based on any of the following:

1. anything State of Connecticut provides which is incorporated into a Product;
2. State of Connecticut's modification of a Product, or a Program's use in other than its specified operating environment;
3. the combination, operation, or use of a Product with other Products not provided by IBM as a system, or the combination, operation, or use of a Product with any product, data, or apparatus that IBM did not provide; or
4. infringement by a non-IBM Product alone, as opposed to its combination with Products IBM provided to State of Connecticut as a system.

## 8. Limitation of Liability

State of Connecticut's exclusive remedy and IBM's entire liability for BRS are described in this section.

If, after exercising commercially reasonable efforts, IBM is unable to provide State of Connecticut Recovery Services, Temporary Transfer of Configuration / Machines, or Cold-Site Services as described in the section "IBM's Responsibilities" and State of Connecticut elects not to accept such Services when IBM can provide them, IBM shall pay State of Connecticut an amount equal to the Total Monthly Charges State of Connecticut paid for BRS for the preceding 12 months of the Subscription. This is State of Connecticut's exclusive remedy for failure to provide State of Connecticut such Services.

In any other instance, regardless of the basis on which State of Connecticut is entitled to claim damages from IBM (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), IBM is liable only for:

1. payments referred to in IBM's patent and copyright terms described in this Agreement;
2. damages for bodily injury (including death), and damage to real property and tangible personal property; and
3. the amount of any other actual direct damages or loss, up to the greater of \$100,000 or 12 months' Total Monthly Charges for the Subscription that is the subject of the claim.

This limit also applies to any of IBM's subcontractors and Program developers. It is the maximum for which IBM and IBM's subcontractors and Program developers are collectively responsible.

### Items for Which IBM Is Not Liable

Under no circumstances are IBM, IBM's subcontractors, or Program developers liable for any of the following:

1. third-party claims against State of Connecticut for losses or damages (other than those under the first two items listed above);
2. loss of, or damage to, State of Connecticut's records or data; however, if IBM is responsible for the loss or damage of State of Connecticut's records or data, IBM shall reimburse State of Connecticut for State of Connecticut's reasonable and actual expenses directly related to (a) the cost of replacement media, and (b) the cost of copying back-up data to such replacement media; or
3. special, incidental, or indirect damages or for any economic consequential damages (including lost profits or savings), even if IBM is informed of their possibility.

## 8. Warranty

IBM warrants that IBM shall perform BRS in a workmanlike manner and according to its current description contained in this Agreement and a Supplement, and that the Machines and equipment IBM provides State of Connecticut are in good working order.

EXCEPT FOR THE WARRANTIES SET FORTH ABOVE, IBM PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IBM does not warrant uninterrupted or error-free operation of a Product or Service.

## **9. IBM Business Partners**

IBM has signed agreements with certain organizations (called "IBM Business Partners") to promote, market, and support BRS, and to provide certain Services under BRS. IBM has chosen these organizations because of their skills and experience in a particular field.

When State of Connecticut orders BRS (marketed to State of Connecticut, or provided in part, by these organizations) under this Agreement, IBM confirms that IBM is responsible for providing BRS to State of Connecticut under the warranty and other terms of this Agreement. IBM is not responsible for 1) the actions of IBM Business Partners, 2) any additional obligations they have to State of Connecticut, or 3) any products or services that they may supply to State of Connecticut under their agreements.

## **10. Other Terms**

IBM shall follow reasonable security practices and procedures to protect State of Connecticut's physical assets while they are in IBM's Recovery Center. Such protection includes providing security at the Recovery Center that restricts access only to those persons authorized by either IBM or State of Connecticut. This security shall be in place 24 hours a day, seven days a week. IBM shall not be responsible for transmission errors, corruption of data, or for the security of data during transmission.

### **Assignment**

State of Connecticut agrees not to assign, or otherwise transfer, this Agreement or State of Connecticut's rights under it, delegate State of Connecticut's obligations, or resell any Service without IBM's prior written consent. Any attempt to do so is void.

State of Connecticut may, however, assign a Subscription to another business entity within State of Connecticut's Enterprise without IBM's prior written consent.

### **Changes to the Agreement Terms**

For a change to the terms of this Agreement to be valid, both IBM and State of Connecticut must sign it. Additional or different terms in any order or written communication from State of Connecticut are void.

### **Agreement Termination**

Either IBM or State of Connecticut may terminate this Agreement if the other does not comply with any of its terms, provided the one who is not complying is given written notice and reasonable time to comply, not to exceed thirty (30) days.

Any terms of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and assignees.

State of Connecticut may terminate this Agreement on written notice to IBM following the expiration or termination of State of Connecticut's obligations under this Agreement.

### **Geographic Scope**

All State of Connecticut's rights, all IBM's obligations, and all licenses (except for Licensed Internal Code and as specifically granted) are valid only in the United States and Puerto Rico.

### **Independent Contractor**

IBM represents that it is fully experienced and properly qualified to perform the services provided for herein, and that it is properly licensed, equipped, organized, and financed to perform such services. IBM shall act as an independent contractor in performing this Agreement, maintaining

complete control over its employees and all of its subcontractors. IBM shall furnish fully qualified personnel to perform the services under this Agreement. IBM shall perform all services in accordance with its methods, subject to compliance with this Agreement and all applicable laws and regulations. It is acknowledged that services rendered by the IBM to the State of Connecticut hereunder do not in any way conflict with other contractual commitments with or by IBM. If applicable, IBM shall deliver copies of any and all current license(s) and registration(s) relating to the services to be performed under this Agreement to the State of Connecticut, at the time of the execution of this Agreement, as evidence that such are in full force and effect.

#### **Laws and Regulations**

This Agreement shall be interpreted under and governed by the laws of the State of Connecticut. IBM, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, regulations, and orders of governmental authorities, including those having jurisdiction over its registration and licensing to perform services under this Agreement.

#### **Labor and Personnel**

At all times, IBM shall utilize approved, qualified personnel and any State of Connecticut approved subcontractors necessary to perform the services under this Agreement. IBM shall advise State of Connecticut promptly, in writing, of any labor dispute or anticipated labor dispute or other labor related occurrence known to IBM involving IBM's employees or subcontractors which may reasonably be expected to affect IBM's performance of services under this Agreement. State of Connecticut may then, at its option, ask IBM to arrange for a temporary employee(s) or subcontractor(s) satisfactory to State of Connecticut to provide the services otherwise performable by IBM hereunder. IBM will be responsible to State of Connecticut for any economic detriment caused State of Connecticut by such subcontract arrangement.

IBM shall, if requested to do so by State of Connecticut, reassign from State of Connecticut's account any employee or authorized representatives whom State of Connecticut, in its sole discretion, determines is incompetent, dishonest, or uncooperative. In requesting the reassignment of an employee under this paragraph, State of Connecticut shall give ten (10) days notice to IBM of State of Connecticut's desire for such reassignment. IBM will then have five (5) days to investigate the situation and attempt, if it so desires, to satisfy State of Connecticut that the employee should not be reassigned; however, State of Connecticut's decision in its sole discretion after such five (5) day period shall be final. Should State of Connecticut still desire reassignment, then five days thereafter, or ten (10) days from the date of the notice of reassignment, the employee shall be reassigned from State of Connecticut's account.

#### **Conflicts Errors, Omissions, and Discrepancies**

In case of conflicts, discrepancies, errors, or omissions among the various parts of this Agreement, any such matter shall be submitted immediately by IBM to State of Connecticut for clarification. State of Connecticut shall issue such clarification within a reasonable period of time. Any services affected by such conflicts, discrepancies, errors, or omissions that are performed by IBM prior to clarification by State of Connecticut shall be at IBM's risk.

#### **Indemnity**

Subject to the terms of Section 7, "Patents and Copyrights", and Section 8, "Limitation of Liability", IBM hereby indemnifies and shall defend and hold harmless State of Connecticut its officers, and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this Agreement, including those arising out of injury to or death of IBM's employees or subcontractors, whether arising before, during, or after completion of the services hereunder and in any manner directly or indirectly

caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of IBM or its employees, agents or subcontractors.

**Nondisclosure**

IBM shall not release any information concerning the services provided pursuant to the Agreement or any part thereof to any member of the public, press, business entity or any official body unless prior written consent is obtained from State of Connecticut.

**Quality Surveillance and Examination of Records**

All services performed by IBM shall be subject to the inspection and approval of State of Connecticut at all times, and IBM shall furnish all information concerning the services.

State of Connecticut or its representatives shall have the right at reasonable hours to examine any books, records, and other documents of IBM or its subcontractors pertaining to work performed under this Agreement and shall allow such representatives free access to any and all such books and records. State of Connecticut will give IBM at least twenty-four (24) hours notice of such intended examination. At State of Connecticut's request, IBM shall provide State of Connecticut with hard copies of or magnetic disk or tape containing any data or information in the possession or control of IBM which pertains to State of Connecticut's business under this Agreement. IBM shall incorporate this paragraph verbatim into any Agreement it enters into with any subcontractor providing services under this Agreement.

IBM shall retain and maintain accurate records and documents relating to performance of services under this Agreement for a minimum of three (3) years after the final payment by State of Connecticut and shall make them available for inspection and audit by State of Connecticut.

In the event that this Agreement constitutes a grant Agreement, and IBM is a public or private agency other than another state agency, IBM shall provide for an audit acceptable to State of Connecticut, in accordance with the provisions of Conn. Gen. Stat. Sec. 7-396a.

**Insurance**

IBM, at its sole expense, agrees to secure and keep in full force and effect at all times during the term of this Agreement, a one million dollar (\$1,000,000) liability insurance policy or policies provided by an insurance company or companies licensed to do business in the State of Connecticut. Said policy or policies shall cover all of the IBM's activities under this Agreement and shall state that it is primary insurance in regard to State of Connecticut, its officers and employees. State of Connecticut shall be named as an additional insured.

In addition, IBM shall at its sole expense maintain in effect at all times during the performance of its obligations hereunder the following additional insurance coverages with limits not less than those set forth below with insurers and under forms of policies approved by the State Insurance Commissioner to do business in Connecticut:

<u>Coverage:</u>	<u>Minimum Amounts and Limits</u>
1. Workers' Compensation	Connecticut Statutory Requirements
2. Employer's Liability	To the extent included under Workers' Compensation Insurance Policy
3. Adequate comprehensive Vehicle liability Insurance covering all vehicles owned or leased by Contractor and in the course of work under this Agreement:	
a. Bodily Injury Insurance meeting Connecticut statutory requirements;	
b. Property Damage Insurance meeting Connecticut statutory requirements;	

None of the requirements contained herein as to types, limits, and approval of insurance coverage to be maintained by IBM are intended to and shall not in any way limit or qualify the liabilities and obligations assumed by IBM under this Agreement.

IBM shall deliver Certificates of Insurance relating to all of the above referenced coverage to State of Connecticut at the time of the execution of this Agreement as evidence that policies providing such coverage and limits of insurance are in full force and effect, which Certificate shall provide that no less than thirty (30) days advance notice will be given in writing to State of Connecticut prior to cancellation, termination or alteration of said policies of insurance.

#### **Non-Waiver**

None of the conditions of this Agreement shall be considered waived by State of Connecticut or IBM unless given in writing. No such waiver shall be a waiver of any past or future default breach, or modification of any of the conditions of this Agreement unless expressly stipulated in such waiver.

#### **Promotion**

Unless specifically authorized in writing by the Chief Information Officer of the Department of Information Technology, on a case-by-case basis, IBM shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies:

- (1) In any advertising, publicity, promotion; or
- (2) To express or to imply any endorsement of IBM's products or services; or
- (3) To use the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by subparagraphs (1) and (2) above), except only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted for by State of Connecticut. In no event may IBM use the State Seal in any way without the express written consent of the Secretary of State.

#### **Subpoena**

In the event IBM's records are subpoenaed pursuant to Conn. Gen. Stat. Section 36a-43, IBM shall, within twenty-four (24) hours of service of the subpoena, notify the Chief Information Officer of the Department of Information Technology of such subpoena. Within thirty-six (36) hours of service, IBM shall send a written notice of the subpoena together with a copy of the same to the person designated for State of Connecticut.

#### **Survival**

The rights and obligations of the parties which by their nature survive termination or completion of the Agreement, including but not limited to those set forth herein in sections relating to Indemnity, Nondisclosure, and Promotion of this Agreement, shall remain in full force and effect.

#### **Americans with Disabilities Act**

This clause applies to those contractors that are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the term of the contract. IBM represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the IBM to satisfy this standard either now or during the term of the contract as it may be amended will render the contract voidable at the option of State of Connecticut upon notice to the IBM. IBM warrants that it will hold State of Connecticut harmless from any liability that may be imposed upon State of Connecticut as a result of any failure of IBM to be in compliance with this Act.

## Non-Discrimination and Executive Orders

The non-discrimination clause on the reverse side of page 1 of Form CO 802-A, attached hereto, is superseded and the following is inserted in lieu thereof:

- (a) For the purposes of this Section, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Sec. 32-9n; and "good faith" means that degree of diligence that a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For purposes of this Section, "Commission" means the Commission on Human Rights and Opportunities.

For purposes of this Section, "Public works contract" means any Agreement between any individual, firm or corporation and the State of Connecticut or any political subdivision of the State of Connecticut other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State of Connecticut, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

- (b) (1) IBM agrees and warrants that in the performance of the contract IBM will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by IBM that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. IBM further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) IBM agrees, in all solicitations or advertisements for employees placed by or on behalf of IBM, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) IBM agrees to provide each labor union or representative of workers with which IBM has a collective bargaining Agreement or other contract or understanding and each vendor with which IBM has a contract or understanding, a notice to be provided by the Commission, advising the labor union or worker's representative of IBM's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) IBM agrees to comply with each provision of this Section and Conn. Gen. Stat. Secs. 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. Sec. 46a-56, as amended by Section 5 of Public Act 89-253, Conn. Gen. Stat. Sec. 46a-68e and Conn. Gen. Stat. Sec. 46a-68f; (5) IBM agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of IBM as relate to the provisions of this Section and Conn. Gen. Stat. Sec. 46a-56. If the contract is a public works contract, IBM agrees and warrants that IBM will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of IBM's good faith efforts shall include, but shall not be limited to, the following factors: IBM's employment and subcontracting policies; patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) IBM shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) IBM shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with State of Connecticut and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. IBM shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Sec. 46a-58, as amended by Section 5 of Public Act 89-253; provided if IBM becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, IBM may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) IBM agrees to comply with the regulations referred to in this Section as they exist on the date of this Agreement and as they may be adopted or amended from time to time during the term of this Agreement and any amendments thereto.
- (g) IBM agrees to the following provisions: IBM agrees and warrants that in the performance of the Agreement IBM will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and the employees are treated when employed without regard to their sexual orientation; IBM agrees to provide each labor union or representative of workers with which IBM has a collective bargaining Agreement or other contract or understanding and each vendor with which IBM has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the IBM's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; IBM agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. Sec. 46a-56; IBM agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of IBM which relate to the provisions of this Section and Conn. Gen. Stat. Sec. 48a-56.
- (h) IBM shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with State of Connecticut and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. IBM shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Sec. 46a-56; provided, if IBM becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, IBM may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and State may so enter.

This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this Agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning nondiscrimination, notwithstanding that the



Labor Commissioner is not a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the Agreement is completed or terminated prior to completion.

IBM agrees, as part consideration hereof, that this Agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Agreement may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

#### **Sovereign Immunity**

Notwithstanding any provisions to the contrary contained in this Agreement, it is agreed and understood that the State of Connecticut shall not be construed to have waived any rights or defenses of sovereign immunity which it may have with respect to all matters arising out of this Agreement.

#### **Severability**

If any part or parts of this Agreement shall be held to be void or unenforceable, such part or parts shall be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found to be void or unenforceable.

#### **Headings**

The titles of the several sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

#### **Third Parties**

State of Connecticut shall not be obligated or liable hereunder to any party other than IBM.

#### **Non Waiver**

In no event shall the making by State of Connecticut of any payment to IBM constitute or be construed as a waiver by State of Connecticut of any breach of covenant, or any default which may then exist, on the part of IBM and the making of any such payment by State of Connecticut while any such breach or default exists shall in no way impair or prejudice any right or remedy available to State of Connecticut in respect to such breach or default.

**Contractor Certification**

IBM certifies that IBM has not been convicted of bribery or attempting to bribe an officer or employee of the State of Connecticut, nor has IBM made an admission of guilt of such conduct that is a matter of record.

---

By signing below, IBM and State of Connecticut each agree to the terms of this Agreement. Once signed, 1) any reproduction of this Agreement, its Supplement(s), Amendment(s) or Addendum(a) made by reliable means (for example, photocopy or facsimile) is considered an original and 2) all BRS Subscriptions State of Connecticut orders under this Agreement are subject to it.

This Agreement, and its applicable Supplement(s), Amendment(s), and Addendum(a), including those effective in the future, are the complete agreement regarding BRS, and replace any prior oral or written communications between us.

This agreement entered into pursuant to C.G.S. Section 4d-2 and 4d-8.

Agreed to:

State of Connecticut  
Department of Information Technology

By: 

Authorized Signature

Name: Rock REGAN

(Type or Print):

Date: 6/14/99

Agreed to:

International Business Machines  
Corporation

By: 

Authorized Signature

Name: STEVEN BARRECA

(Type or Print):

Date: 5/21/99

Reference Agreement Number: BRS001

IBM Marketing Office No.: FS3

Agreed to:

State of Connecticut  
Office of the Attorney General

By: 

Authorized Signature

Name: WILLIAM GLENDING

(Type or Print):

Date: 7/15/99

IBM Office Address:

522 South Road  
Poughkeepsie, NY 12601

Customer Number: 2082054

Enterprise Number: 2082000

Contract Numbers:

2G13808

2H14301

Customer Address:

340 Capital Avenue  
Hartford, CT 06106

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 - DOIT  
340 Capital Avenue  
Hartford, CT 06106

Agreement No.:  
Supplement No.: 2G13808  
Enterprise No.: 2082000  
Customer No.: 2082054

IBM Address:  
IBM Corporation  
522 South Road  
Poughkeepsie, NY 12601

Marketing No.: FS3  
Service No.: 180

Supplement Effective Date: 06/01/99  
Revised Supplement: No  
Renewal Supplement: No  
Contract Period (Months): 36  
Start Date: 06/01/99  
End Date: 05/31/02


Specified Location Address:  
State of Connecticut - DOIT  
340 Capital Avenue  
Hartford, CT 06106

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: \$ 33,816  
Earliest Termination Date: 11/30/2000

MONTHLY CHARGES	USAGE CHARGES
IBM: \$ 15,939	Additional Test Time Charge (8 Hours): \$ 8,187
Non-IBM: \$ 16,810	Recovery Daily Usage Charge (24 Hours): \$ 8,187
Network: \$ 7,035	Cold-Site Daily Usage Charge (24 Hours): \$ 6,550
Total: \$ 39,784	Network Initiation Charge: \$ N/A
	Network Usage Charge: Customer Responsibility

Agreed to:  
State of Connecticut - DOIT

By:   
Authorized Signature  
Rock Regm  
Name (Type or Print)      6/14/99  
Date

Agreed to:  
International Business Machines Corporation

By:   
Authorized Signature  
STEVEN BARROCA  
Name (Type or Print)      5/27/99  
Date

Supplement for Business Recovery Services (continued)

EQUIPMENT CONFIGURATION

Customer Name: State of Connecticut - DOIT	Configuration			
Number: 2082054	Processor: 9672 R24			
Address: 340 Capital Avenue	Class: Large			
Hartford, CT 06106	Cold Site: Yes			
Recovery Center: Sterling Forest, NY	System Storage: 4096MB			
Supplement Number: 2G13808	DASD Gigabytes: 1993.0GB			
Cross Reference	Quantity	Machine or Product	Model	Product Description

```

=====
                    IBM Equipment:
10.0                1                9672        R24   Parallel Enterprise Server
20.0                1                9672        R44   Parallel Enterprise Server

30.0                2048   9672 STOR   MBS   9672 Server Main Storage
30.1                2048   9672 STOR   MBX   9672 Alternate CPU Main Stor

40.0                11                3480        X22   Cartridge tape Drive
Includes: (1) 3480/A22 Control Unit per (4) 3480/X22
Each Unit of X22 contains (2) drives with ACL
50.0                6                3390        X2X   Double Capacity DASD (60GB/3)
Includes: Attachment to 3990/J03 64MB Cache Controller
60.0                9                3390        X3X   Triple Capacity DASD (90GB/3)
Includes: Attachment to 3990/J03 64MB Cache Controller
70.0                2                3390        X9X   Large Capacity DASD (272GB/3)
Includes: Attachment to 3990/J03 64MB Cache Controller
80.0                32                9392        B23   RAMAC Array: 3390/3 Emulation
                        90GB per 8 Drawers
Includes: 1-3990/9392-006 Controller
                        w/256MB CACHE per 16 Drawers

90.0                1                DRIVE/4MM   A    4/10GB 4mm DAT Tape Drive
100.0               10                3420        006   Tape Reel Unit 1600/6250 BPI
Includes: 1-3803/002 Control Unit per 6-3420/006
110.0               1                3494VTS    002   Virtual Tape Server
Includes (1) 3494/L14, (1) 3494/D12, (1) 3494/B18 with 288GB
of disk storage and (6) 3590/B1A
120.0               8                3590LS    B11   Magstar Tape Drive
Includes: 1-3590-A50 Control Unit per 4 3590LS B11
                        Each 3590LS-B11 Contains One Drive.

130.0               1                3287        002   Printer - 120CPS
140.0               1                3800        003   Printing Subsystem - 20040LPM
140.1               1                3800/1490  003   BTS (Burster/Trimmer/Stacker)
150.0               1                3820/CHNL  001   20PPM Printer w/FC3055 Attach
160.0               1                4245        020   Line Printer - 2000LPM

170.0               1                3174        11L   Local Terminal Control Unit
Includes 6MB Storage
1-2.4MB Diskette Drive
1-FC 1056 20MB Hard Drive
1-FC 5010 Config Support 'B'
TMA's Supporting 32 Coax Attached Devices.
    
```

Note: - Box For Local SNA or Non-SNA Use. If Both Are Required Separate 11L's Must Be Selected.

Supplement for Business Recovery Services (continued)

EQUIPMENT CONFIGURATION

Customer Name: State of Connecticut - DOIT		Configuration	
Number: 2082054		Processor: 9672 R24	
Address: 340 Capital Avenue		Class: Large	
Hartford, CT 06106		Cold Site: Yes	
Recovery Center: Sterling Forest, NY		System Storage: 4096MB	
Supplement Number: 2G13808		DASD Gigabytes: 1993.0GB	
Gross Reference	Quantity or Units	Machine or Product	Model Product Description
=====			
		- 3174/TR 21L Selectable for Async Emulation Dial In or Use As An SNA/Token Ring Gateway.	
180.0	14	3194	H10 Operator Console
190.0	1	3172	003 Interconnect Controller
		Includes: Pentium Processor 1-Configuration 486/PC Shared By All Installed 3172's	
		Note: IBM BRS will continue to support the 3172 until such time as IBM Service withdrawls support for the 3172.	
190.1	2	3172/003	2215 Token Ring Adapter
190.2	1	3172/003	2225 Ethernet Adapter Feature
190.3	1	3172/003	2245 Ethernet LAN Streamer MC32
200.0	2	3745	210E Enhanced Communication Ctrlr.
		Includes: 8 Megabyte Storage, 8 Channel Adapters 1 MOSS Console, A11/L13 Tailgate 2 Token Ring Adapters (2 TIC's per Adapter) 1 High Speed Scanner (T1) 50 LIC Type 1 (4 Ports Each) 20 LIC Type 3 (1 Port Each) 1 LIC Type 4 (4 Ports Each)	
210.0	1	SRVCOMPAQ 600Z	Compaq Server 6000 EISA/PCI
		SRVCOMPAQ PCI/EISA Architecture , 1 400MHZ Pentium II XEON Processor 256MB Memory 18 GB SCSI Hard Drive 3.5" Diskette Drive Color Monitor Keyboard and Monitor CD-ROM Drive 1 Integrated 10/100MB Ethernet Adapter 1 NetIntelligent Token Ring Adapter 2 32Bit Fast & Wide SCSI Controller 1 Array Controller	
		Network Lines:	
220.0	1	ADV/PR149 56KB	Advantis Cust Solution PR0149
		Note: - Customer Must Obtain This Service From Their Advantis Marketing Representative. Advantis Product Name is: Custom Solution PR0149, "Switched Network Backup"	
230.0	1	INTERNET T1	T1 Internet Access
		Includes: One IP Address per logical system at the IBM recovery center.	

Supplement for Business Recovery Services (continued)

EQUIPMENT CONFIGURATION

Customer Name: State of Connecticut - DOIT	Configuration
Number: 2082054	Processor: 9672 R24
Address: 340 Capital Avenue	Class: Large
Hartford, CT 06106	Cold Site: Yes
Recovery Center: Sterling Forest, NY	System Storage: 4096MB
Supplement Number: 2G13808	DASD Gigabytes: 1993.0GB

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

Internet Protocol router with one wide area network interface and one Ethernet or Token Ring port.  
 Note: Customer must select any LAN equipment for host attachment separately.  
 This Internet solution uses shared resources available to customers at all BRS locations in the U.S..  
 Additional terms apply. See subsection "e-BRS/Internet Access" in the ICA Attachment for BRS (as amended).

240.0	40	LINE	000	Analog Dial Line
250.0	1	LINE	56KB	ATT 56KB Switched Line

Includes: 1-ATT 2600 Switched DSU/CSU Per Line

260.0	1	LINE/STCT	T3	DS3 Bandwidth to Sterling
-------	---	-----------	----	---------------------------

Note: This Represents DS3 connectivity from State of Ct. Premise at 340 Capitol Ave., Hartford, CT (860-566) to a T45R Port at the Hartford AT&T POP.

- DACS Termination Provided for DS3 Circuit.
- T1 CSU/DSU's If Required Must Be Selected.

270.0	1	LINE/STF	T3	ATT T3 Accunet Reserve Line
-------	---	----------	----	-----------------------------

Includes: T45R Port and T3 Access To Sterling Forest BRSC. and M1/3 Multiplexor for Channelization.

Note: If Channelized, T1 CSU's or CSU/DSU's Must Be Selected.

Non-IBM Equipment:

280.0	1	5430FIBER	PORT	EMC 2 port FIBER adapter
290.0	1	5430LS	18E	EMC Symetrics ;1013GB raw cap

Incl 1013 GB raw capacity disk, 3 GB cache, 3 ESCON adapter cards

300.0	1	ANETDEF	BASE	AssureNet Path. LAN Defender
-------	---	---------	------	------------------------------

Includes: 95-0491-01 LAN Defender Chassis With:  
 Hot Swappable Redundant Power System  
 4,500 User FPU Board/Cable Kit  
 2 - 89-0526-01 8-Port High Speed Serial Boards  
 1 - 89-0529-01 Hardware SecureNet Key (SNK)  
 1 - 89-0492-01 WinDMS/DMS Reports

300.1	9	ANETDEFFC	8PRT	8 Port Hi Speed Serial Board
-------	---	-----------	------	------------------------------

Includes: 89-0526-01 8 Port Serial Board With Callback, Direct Dial and Dial Out Line Card

310.0	96	ATTM24	APC	Adtran 13534TOLB4WTO Card
-------	----	--------	-----	---------------------------

Note: Modem For Each Analog Port Card Must Be Selected Separately.

310.1	2	ATTM24D4	000	ATT Compatible D4 Ch1 Bank
-------	---	----------	-----	----------------------------

Includes: 24 Channel Digital Bank w/T1 Interface Card  
 LIU-3B/AHG9  
 LIU-3/#J98726AH-2

Supplement for Business Recovery Services (continued)

EQUIPMENT CONFIGURATION

Customer Name: State of Connecticut - DOIT	Configuration
Number: 2082054	Processor: 9672 R24
Address: 340 Capital Avenue	Class: Large
Hartford, CT 06106	Cold Site: Yes
Recovery Center: Sterling Forest, NY	System Storage: 4096MB
Supplement Number: 2G13808	DASD Gigabytes: 1993.0GB

Cross Reference	Quantity or Units	Machine or Product	Model	Product Description
		25064		6-AMP Redundant Power Supplies
		25095		42" Metal Cabinet
		25100		551E Channel Service Unit
		91461		Twist Lock Plug
		601381-31		DC Fuse Panel
320.0	1	ATT3611B3	003	ATT 2.4-64K R3 DSU w/6Prt TDM
		Note: Dial Backup at 14.4Kbps (DBM-V) or 56Kbps (DBM-S) MUST Be Selected Separately.		
330.0	1	ATT3611B3	008	ATT SW56 DBM-S Dial Rest. R/M
340.0	1	CDXVANGRD	300	Codex 68483 Ethernet DUO FRAD
		Includes: 49243 Port 1 V.35 DCE DIM		
		49261 Port 2 V.24 DCE DIM		
		68464 Montreal Application Package		
350.0	27	CDX2620/1	000	Codex 4.8KB Modem 1 Port S/A
360.0	13	CDX2640	DBU	Codex 9.6KB 4Prt Mdm DDR S/A
		Includes: 4 Port Mux Feature		
		Dual Dial Restoral Feature		
370.0	12	CDX3262	DUAL	Codex 40372 NMS DUAL 14.4 R/M
380.0	55	CDX3500	4CHL	Codex DSU/CSU 4-Chl TDM R/M
		Includes: 48001 Nest DSU In 48015 Enclosure		
		48012 4-Channel TDM Feature		
390.0	7	CDX3512	000	Codex 48389 1-Chl DSU/CSU R/M
400.0	2	CDX3512/1	SDC	Codex 48391 1Port SDC/NMS R/M
410.0	3	CDX3512/4	000	Codex 4Port DSU-4Chl TDM R/M
		Includes: 1 - 48389 1 Port DSU Nest Card		
		1 - 48392 4 Channel TDM Feature		
420.0	4	CDX3520	8CH	Codex 48377 8-Chl DSU P-P R/M
		Includes: (1) 48377 8-Channel Nest Card		
		(1) 26938 8-Channel (3 Nest Slot) Backplane		
430.0	19	CDX3520	8372	Codex 48372 8-Chl DSU P-P S/A
440.0	8	CDX6003/8	000X	Codex 60335 8-Chnl Stat Mux
450.0	25	CDX6015	BASE	Codex 60150 Base Mux Nest
		Includes: (1) 4-Port ASYNC/SYNC Card		
		MAX Mux Configuration is 16 Ports		
450.1	2	CDX6015	MPSW	60157 Multprotocol S/W Opt.
450.2	4	CDX6015	SDLC	60154 6-Port SDLC/HDLC Card
450.3	29	CDX6015	SYNC	60153 6-Port SYNC/ASYNC Card
460.0	6	CDX6250	BASE	Codex 6250 Base N/W Mux
		Includes: 80420 Modulus 21 Card Nest		
		80406 Modulus 115V Power Supply		
		85014 21 Card Nest Kit		
460.1	2	CDX6250FC	NWCU	85004 Redundant Network CU
460.2	1	CDX6250FC	RNC	87606 21 Slot Redundancy Pkg
460.3	22	CDX6250FC	SDCR	85045 Sync Data w/6 RS232 DIM



Supplement for Business Recovery Services (continued)

EQUIPMENT CONFIGURATION

Customer Name: State of Connecticut - DOIT	Configuration
Number: 2082054	Processor: 9672 R24
Address: 340 Capital Avenue	Class: Large
Hartford, CT 06106	Gold Site: Yes
Recovery Center: Sterling Forest, NY	System Storage: 4096MB
Supplement Number: 2G13808	DASD Gigabytes: 1993.0GB

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

		Includes: (6) 85053 DB26(M)/DB25(F) Cable		
460.4	10	CDX6250FC	SDCV	85049 Sync Data w/6 V.35 DIM
		Includes: (6) 85043 DB26(M)/V.35(F) Cables		
460.5	4	CDX6250FC	SW	85009 S/W Rel. 1.25 Cartridge
460.6	1	CDX6250FC	T1-R	85020 T1 Redundancy Card
460.7	6	CDX6250FC	T1IF	85073 Dual T1 Interface Card
470.0	4	CI4700	BASE	Cisco 4700-M 3-Slot Router
		Includes: CISCO4700 Router - AC With Power Supply		
		32MB Main Memory		
		16MB Flash Memory		
		16MB Shared Memory		
		Enterprise Software (SF-G45A)		
470.1	3	CI4700 FC	ETH	2-Port Ethernet Module
470.2	3	CI4700 FC	SERL	4-Port Serial Module
480.0	2	CI7000	BASE	Cisco 5-Slot 7000 Router
		Includes: Rack Mounted Chassis With Redundant Power,		
		Route Processor Card 25Mhz CPU,		
		16MB RAM		
		2MB ROM		
		8MB Flash EPROM,		
		128KB NVRAM, Battery Backup and Calendar Clock.		
		Switch Processor With CXBUS		
		Full Enterprise Set, Bridging and Frame Relay S/W		
		Auxiliary Port		
		ASCII Configuration Terminal		
480.1	1	CI7000-CX	CIP	CIP2 w/Single ESCON Interface
		Includes: MEM-CIP-64M (64MB CIP Memory)		
		FR-CIP-TCPOFF Offload Feature		
480.2	2	CI7000-CX	EIP6	6-Port Ethernet I/F Card
		Note: Provides 6 HiSpd (10Mbps) Ethernet Ports,		
		And Connection To a LAN Hub Device.		
480.3	2	CI7000-CX	MIP1	Multichannel I/F Processor
		Includes: CX-MIP-1CT1 MultiChannel Processor Interface		
		CAB-7K-CT1DB15 Cable		
480.4	9	CI7000-CX	SIP8	8-Port Fast Serial Card
		Includes: 8 CAB-V35MT Cables		
		Supports from 1200Bps to 1.544Mps		
480.5	3	CI7000-CX	TRP4	4-Port Token Ring I/F Card
		Note: Provides 4 HiSpd (16/4 Mbps) Token Ring Ports,		
		And Connection To a LAN Hub Device.		
490.0	2	CI7513	BASE	Cisco 11-Slot 7513 Router
		Includes: Rack Mounted Chassis With Power Supply		
		1 Route Switch Processor		
		Dual Extended BUS (Cybus)		
		64MB RAM		

Supplement for Business Recovery Services (continued)

EQUIPMENT CONFIGURATION

Customer Name: State of Connecticut - DOIT	Configuration			
Number: 2082054	Processor: 9672 R24			
Address: 340 Capital Avenue	Class: Large			
Hartford, CT 06106	Cold Site: Yes			
Recovery Center: Sterling Forest, NY	System Storage: 4096MB			
Supplement Number: 2G13808	DASD Gigabytes: 1993.0GB			
Cross Reference	Quantity or Units	Machine or Product	Model	Product Description

```

=====
16MB Flash EPROM
128KB NVRAM
Battery Backup and Calendar Clock
IOS Enterprise Software and WAN Packet Protocols
Console and Auxiliary Ports
ASCII Configuration Terminal

500.0      4          DAT3174   16PX   Datalynx 16Prt/RS232 Prot Cnv
510.0     32          KEN/DSERV  1PRT   Kentrox 78210 D-Serve CSU
520.0     11          KEN/TSMRT  CSU    Kentrox 77961 ESF/SF T1 CSU
530.0      1          NSC7200   721    NSC/DXE Base Channel Extender
Includes: Standard 13-Slot 19" 800MB Controller With:
         4MB Standard Storage
         Nucleus Processor
         Redundant Power Supply
         1 - PB225 4.5MB IBM Host Channel Interface

530.1      1          NSC7200FC  PC-X   NSC PCDAS-X FDDI Dual I/F
Includes: Fiber Cables and Connection to 8244 Fiber Concentrator.
530.2      1          NSC7200FC  P319   NSC PI319 DEC BIBUS CP Netex
530.3      1          NSC7200FC  P402   NSC PB402 2Port MultiHost I/F
530.4      1          NSC7200FC  P751   NSC PB751-4 (4 X T1) Link I/F
540.0      1          TEL740     CFG    Tellabs 740 Mux Configs
Includes: Four Tellabs 740 Multiplexors - Total Components Are:
         4 - 539036 740 Mux Main Shelf (430-0)
         4 - 539035 115 VAC Power Supply Shelf (430-2)
         4 - 539062 Power Control Module (4336)
         7 - 539046 115 VAC Power Supply (8040)
         6 -      120 VAC Power Supply (8440)
         8 - 539021 Aggregate Data Link (4830)
         2 - 539032 1.544Mbps Aggregate (81-4331C Rev A)
         2 - 539032 1.544Mbps Aggregate (81-4331C Rev D)
         4 - 539032 1.544Mbps Aggregate (81-4331C Rev 02)
         8 - 539031 Control Processor (4332C)
         8 - 539030 Serial I/O Module (4333A)
         4 - 539028 Auto CPU Switch (4335/4835)
         33 - 539213 OCU/Dp Module (4843A)
         33 - 539212 Quad DDS Data (4842)

550.0     24          UDSV.3400  RM     UDS 28.8/V.34 Modem R/M
Includes: RS232/V.24 Cable (DB24 to RJ45 Connectors)
         RS232 to V.35 Converter

```

Equipment Selected for Temporary Transfer: NONE

Operating System Preload Service:

560.0 1 - Total Server operating system preloads

QTY TYPE MODL

-----  
1 SRVCOMPAQ 600Z

Maximum of 1 tests per year

Additional test/disaster - \$300 per incident

Supportable Operating systems include:

Novell Netware V3.12

Novell Netware V4.10

Novell Netware V4.11

Microsoft Windows NT 3.5.1

Microsoft Windows NT 4.0

Test Time Allowance

First Year: 72 Hours

Following Years: 48 Hours Per Year

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

600 Square Feet

18 Telephones

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 - DOIT  
 340 Capital Avenue  
 Hartford, CT 06106

Agreement No.:  
 Supplement No.: 2H14301  
 Enterprise No.: 2082000  
 Customer No.: 2082054

IBM Address:  
 IBM Corporation  
 522 South Road  
 Poughkeepsie, NY 12601

Marketing No.: FS3  
 Service No.: 180

Specified Location Address:  
 State of Connecticut - DOIT  
 340 Capital Avenue  
 Hartford, CT 06106


Supplement Effective Date: 05/01/99  
 Revised Supplement: No  
 Renewal Supplement: No  
 Contract Period (Months): 36  
 Start Date: 06/01/99  
 End Date: 05/31/02

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: \$ 4,425  
 Earliest Termination Date: 11/30/2000

MONTHLY CHARGES	USAGE CHARGES
IBM: \$ 255	Additional Test Time Charge (8 Hours): \$ 1,106
Non-IBM: \$ 4,170	Recovery Daily Usage Charge (24 Hours): \$ 1,106
Network: \$ 0	Cold-Site Daily Usage Charge (24 Hours): \$N/A
	Network Initiation Charge: \$ N/A
Total: \$ 4,425	Network Usage Charge: Customer Responsibility

Agreed to:  
 State of Connecticut - DOIT

By   
 Authorized Signature  
 Rock Resnw 6/14/99  
 Name (Type or Print) Date

Agreed to:  
 International Business Machines Corporation

By   
 Authorized Signature  
 STEVEN BARRECA 5/27/99  
 Name (Type or Print) Date

Supplement for Business Recovery Services (continued)

EQUIPMENT CONFIGURATION

Customer Name: State of Connecticut - DOIT	Configuration			
Number: 2082054	Processor: _MULTICPU DEC			
Address: 340 Capital Avenue	Class: Mid-Range			
Hartford, CT 06106	Cold Site: Yes			
Recovery Center: Sterling Forest, NY	System Storage: 1024MB			
Supplement Number: 2H14301	DASD Gigabytes: 94.6GB			
Cross Reference	Quantity or Units	Machine or Product	Model	Product Description

=====

IBM Equipment:

600.0 PCWSD 000 Pentium Workstation/Workspace  
 Includes: ISA/PCI Architecture  
 Minimum 350Mhz Pentium II Processor  
 64MB Memory, 100Mhz Bus  
 6.4 GB IDE Hard File  
 32 X CD-ROM  
 17" Color Monitor, Keyboard and Mouse  
 Serial and Parallel Port  
 Ethernet and Token Ring Adapter Included

Workspace Includes:

Chair, Worksurface, Phone and Power For Customer Office Equipment

Connectivity For:

- LAN (Token Ring or Ethernet) With Hub Device

Network Lines:

610.0 8 LINE 000 Analog Dial Line

Non-IBM Equipment:

620.0 1 MVAX3100 XXX Digital MicroVAX (3.5 VUPS)  
 Includes: Ethernet Controller

630.0 1 VAX7000 610 Digital Processor (35 VUPS)

640.0 1 VAX7000 710 Digital Processor (50 VUPS)

640.1 1024 VAX7000 MBS VAX7000 Memory

650.0 1 HSJ40 AF RAID Disk/Tape Controller  
 Includes 32MB Write Back cache and RAID license.

660.0 22 RZ29 DISK Disk - 4.3GB

670.0 1 TA91 TAPE Dual Tape Cartridge w/IDRC  
 Each unit of TA91 contains 2 drives

680.0 1 LA75 PRTR Companion Dot Matrix Printer

690.0 1 LN09 PRTR Laser Printer - 16ppm

700.0 3 VTXXX TERM Video Terminal

710.0 1 DECNIS 500 Router 1-ETH/2-T1

720.0 1 DEMFA AA XMI Based FDDI Adapter

730.0 1 DEMSA AA 4-Line Synch Micro Server  
 Four port Communications Server

Supplement for Business Recovery Services (continued)

EQUIPMENT CONFIGURATION

Customer Name: State of Connecticut - DOIT	Configuration			
Number: 2082054	Processor: _MULTICPU DEC			
Address: 340 Capital Avenue	Class: Mid-Range			
Hartford, CT 06106	Cold Site: Yes			
Recovery Center: Sterling Forest, NY	System Storage: 1024MB			
Supplement Number: 2H14301	DASD Gigabytes: 94.6GB			
Cross Reference	Quantity or Units	Machine or Product	Model	Product Description
=====				

740.0	25	DEC200	SERV	DECserver 200	
		Includes: 8 ASCII RS-232 Connections w/modem control.			
		Supports LAT only.			
740.1	8	DEC900	SERV	DECServer900TM Terminal Srvr	
740.2	2	XYMX-1640	004	Xyplex 40Port Terminal Server	
		Includes: Support For 40 RJ-45 Ports For Async Access			
		With Speeds Supported to 57.6 Kbps.			
		- 4MB DRAM			
		- Ethernet LAN Attachment			
750.0	1	Infoserver	1000	CD	

Equipment Selected for Temporary Transfer: NONE

Operating System Preload Service:  
 3 - Total workstation Operating system preloads

QTY	TYPE	MODL
---	-----	----
3	PCWSD	000

Maximum of 1 tests per year  
 Additional test/disaster - \$180 per incident  
 Supportable Operating systems include:  
 Microsoft Windows 3.11  
 Microsoft Windows 95  
 Microsoft Windows 98  
 Microsoft Windows NT 4.0

Test Time Allowance	Office Space / Work Area
	Customer Operations and I/O Suite
First Year: 48 Hours	200 Square Feet
Following Years: 24 Hours Per Year	4 Telephones

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 - DOIT  
 340 Capital Avenue  
 Hartford, CT 06106

Agreement No.:  
 Supplement No.: 2H24521  
 Enterprise No.: 2082000  
 Customer No.: 2082054

IBM Address:  
 IBM Corporation  
 522 South Road  
 Poughkeepsie, NY 12601

Marketing No.: FS3  
 Service No.: 180

Specified Location Address:  
 State of Connecticut - DOIT  
 340 Capital Avenue  
 Hartford, CT 06106

Supplement Effective Date: 06/01/99  
 Revised Supplement: No  
 Renewal Supplement: No  
 Contract Period (Months): 36  
 Start Date: 06/01/99  
 End Date: 05/31/02

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: Y  
 Testing: N

Minimum Total Monthly Charge: \$ 339  
 Earliest Termination Date: 11/30/2000

MONTHLY CHARGES	USAGE CHARGES
IBM: \$ 339	Additional Test Time Charge (8 Hours): \$ 85
Non-IBM: \$ 0	Recovery Daily Usage Charge (24 Hours): \$ 85
Network: \$ 0	Cold-Site Daily Usage Charge (24 Hours): \$N/A
Total: \$ 339	Network Initiation Charge: \$ N/A
	Network Usage Charge: Customer Responsibility

Agreed to:  
 State of Connecticut - DOIT

By   
 Authorized Signature

Rock Regan 6/14/99  
 Name (Type or Print) Date

Agreed to:  
 International Business Machines Corporation

By   
 Authorized Signature

STEVEN BARRECA 5/27/99  
 Name (Type or Print) Date

Supplement for Business Recovery Services (continued)

EQUIPMENT CONFIGURATION

Customer Name: State of Connecticut - DOIT	Configuration
Number: 2082054	Processor: 9406 B45
Address: 340 Capital Avenue	Class: Mid-Range
Hartford, CT 06106	Cold Site: No
Recovery Center: Sterling Forest, NY	System Storage: 24MB
Supplement Number: 2H24521	DASD Gigabytes: 1.7GB
	Minimum OS Level: OS/400 3.2.0

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

IBM Equipment:				
800.0	1	9406	B45	AS/400 CPU
	24	B45MS24MB	000	B45 System Main Storage
	1	B45SD	000	B45 DASD 1.7GB
	1	9331	001	Diskette Unit - 8 inch
	1	9331	002	Diskette Unit - 5 1/4 inch
	1	9346	001	120MB Tape Cart. Unit .25"
	1	9348	001	Tape Reel Unit 1600/6250BPI
	1	6262	T14	Printer - 1400LPM
	4	318X/319X	000	Operator Console
	1	9406/6040	BXX	Twinax Workstation Controller
	8	9406/COMM	BXX	Comm. Adapter-Port RS232
Network Lines:				
	16	LINE	000	Analog Dial Line
Non-IBM Equipment:			NONE	

Equipment Selected for Temporary Transfer: NONE

Test Time Allowance	Office Space / Work Area
	Customer Operations and I/O Suite
First Year: 24 Hours	150 Square Feet
Following Years: 24 Hours Per Year	5 Telephones



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 - DOIT  
 340 Capital Avenue  
 Hartford, CT 06106

Agreement No.:  
 Supplement No.: 2H07104  
 Enterprise No.: 2082000  
 Customer No.: 2082054

IBM Address:  
 IBM Corporation  
 522 South Road  
 Poughkeepsie, NY 12601

Marketing No.: FS3  
 Service No.: 180

Specified Location Address:  
 State of Connecticut - DOIT  
 340 Capital Avenue  
 Hartford, CT 06106

Supplement Effective Date: 06/01/99  
 Revised Supplement: No  
 Renewal Supplement: No  
 Contract Period (Months): 36  
 Start Date: 06/01/99  
 End Date: 05/31/02

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: Y  
 Testing: N

Minimum Total Monthly Charge: \$ 364  
 Earliest Termination Date: 11/30/2000

MONTHLY CHARGES	USAGE CHARGES
IBM: \$ 364	Additional Test Time Charge (8 Hours): \$ 91
Non-IBM: \$ 0	Recovery Daily Usage Charge (24 Hours): \$ 91
Network: \$ 0	Cold-Site Daily Usage Charge (24 Hours): \$N/A
Total: \$ 364	Network Initiation Charge: \$ N/A
	Network Usage Charge: Customer Responsibility

Agreed to:  
 State of Connecticut - DOIT  
 \_\_\_\_\_  
 By \_\_\_\_\_  
 Authorized Signature  
 Rock Regan 6/14/99  
 Name (Type or Print) Date

Agreed to:  
 International Business Machines Corporation  
 \_\_\_\_\_  
 By \_\_\_\_\_  
 Authorized Signature  
 STEVEN BARRECA 5/27/99  
 Name (Type or Print) Date

Supplement for Business Recovery Services (continued)

EQUIPMENT CONFIGURATION

Customer Name: State of Connecticut - DOIT	Configuration
Number: 2082054	Processor: 7012 360
Address: 340 Capital Avenue	Class: Mid-Range
Hartford, CT 06106	Cold Site: No
Recovery Center: Sterling Forest, NY	System Storage: 256MB
Supplement Number: 2H07104	DASD Gigabytes: 3.0GB
	Minimum OS Level: AIX 3.2.5
<b>Gross</b>	<b>Product</b>
<b>Reference</b>	<b>Description</b>
<b>Quantity</b>	
<b>Machine</b>	
<b>Model</b>	
<b>or Units</b>	
<b>or Product</b>	

```

=====
IBM Equipment:
810.0      1      7012      360  RS/6000 CPU
           256      7012MS     MB   7012 System Main Storage
           1      70XX/9223  XXX  CD ROM Drive
           1      7012/9221  XXX  Diskette Drive 1.44MB, 3.5"
           3      7012SD     XXX  7012 Internal DASD 1.0GB
           1      7012/6147  XXX  5.0GB Internal Tape Unit 8MM
           1      3151      310  ASCII Operator Console
INCLUDES: FC/2937 Printer/Terminal Interposer EIA-232 Cable
           1      7012/2930  XXX  8 Port ASYNC Adapter-RS232
           1      7012/2970  XXX  Token Ring Network Adapter
           1      7012/2980  XXX  Ethernet HP LAN Adapter

Network Lines:
           2      LINE      000  Analog Dial Line

Non-IBM Equipment:      NONE
    
```

Equipment Selected for Temporary Transfer: NONE

Test Time Allowance	Office Space / Work Area
	Customer Operations and I/O Suite
First Year: 24 Hours	150 Square Feet
Following Years: 24 Hours Per Year	2 Telephones

# IBM Mainframe

4/29/99

Attachment A  
Cross Reference of State Required Equipment

Equipment Bid in RFP	Quantity	RFP Svr Monthly Cost		Quantity	Cross Reference to IBM SPS Supplement	New or Adjusted 3/5 year Cost
<b>1.3.2.1 IBM Processors</b>						
IBM 3090-600s 256 meg/256	1	\$ 3,104.00	DELETE	0		
IBM 3097	2		DELETE	0		
IBM 3864	2		DELETE	0		
IBM 3370	2		DELETE	0		
IBM 3092	1		DELETE	0		
IBM 3206	3		DELETE	0		
IBM 3090-300J 256/meg 256, extended storage 64 CHIP	1	\$ 2,075.00	Extended storage change from 64 CHIP to 32 CHIP	0		
IBM 3097	1		Delete	1		
IBM 3854	2		Delete	2		
IBM 3370	2		Delete	2		
IBM 3092	1		Delete	1		
IBM 3206	3		Delete	3		
			Add-IBM 9672-R44 (2 gig) 64 channel (39 conv)	1	20.0	\$2,037
			Add-IBM 9672-R24 (2Gig) (2/26/99)	1	10.0	\$2,075
<b>1.3.2.2 DASD</b>						
IBM 3880 Controller	2		DELETE			
IBM 3380 AK4	2	\$73	DELETE			
IBM 3380 BK4 Covers 2-AK4, 6-BK4, includes 2-3880	6		DELETE			
IBM 3990 (M3) Controller	2		No Changes - Keep	2		
IBM 3390 B2C Covers 3-B2C, 3-A28, includes 2-3990	3		No Changes - Keep	3		
IBM 3390 A28	3	\$ 378.00	No Changes - Keep	3	50.0	\$378
IBM 3990 (M6) Controller	1		IBM 3390 (M6) - change quantity No Change	3		
IBM 3390 B38	2		No Changes - Keep	2		
IBM 3390 B3C Covers 2-B38, 1-B3C, 1-EMC 4832, 2- STK4080, includes 3-3990	1	\$597	No Changes - Keep	1	60.0	\$597
EMC 4832	1		No Changes - Keep	1		
STK 4080	2		DELETE	2		
IBM RAMAC	4	\$ 619.00	DELETE	0		

Additional Modifications in Red updated 12/15/97  
Additional Modifications in Green updated 02/26/99  
G:\Dcasot\RP\IBM Maintenance Ver\_3.xls

IBM comments in blue



Attachment A  
Cross Reference of State Required Equipment

**IBM Mainframe**  
4/29/99

SNA Network (lines)	267	Number of Lines changed	185	nc
3745/210	3	Quantity changed	2	nc
Lu's at 600 sites	9000	Change to	10000	nc
Installed routers	60	Quantity changed	110	nc
<b>1.5.1 IBM Processors</b>				
3745/210	3	Quantity changed	2	
LTC Type-1 Ports	100	Quantity changed	92	
LTC Type-3 Ports	7	Quantity changed	9	
Ports	251	Quantity changed	185	
3745/210 Controller (Covers first 3745/210)	1	deleted		
3745/210E Controller (Covers second and third 3745/210)	2	\$ 60.00	200.0	\$194
<b>1.5.2 Network Management System (NMS)</b>				
Netview/MVS V2R3				
425S © Communications App Proc	3	Not Available		
		Changed to NETVIEW/MVS 3.2.5		
		Quantity changed D67 Change (3/22/99)	0	
<b>RS6000</b>				
7012/360	1	\$ 390.00	810.0	\$390
<b>1.5.3 Motorola Hardware</b>				
2620-1	36	\$ 374.00	Quantity changed (3/22/99)	27
2640-1	14	\$ 278.00	Quantity changed (3/22/99)	5
2640-4	30		Quantity changed (3/22/99)	8
			Quantity changed using 12-3262 duals & 24 UDS3400	
3262	19	\$ 182.00	48	370.0 & 550.0
3500-1	64	\$ 3,492.00	Quantity changed (3/22/99)	40
3500-4	33		Quantity changed (3/22/99)	15
3512-1	2	\$ 45.00	No Change - Changed (3/22/99)	7
3512-(SDC)	3	\$ 86.00	No Change - Changed (3/22/99)	2
3512-4	6	\$ 259.00	Quantity changed (3/22/99)	3
3520-8 (Covers 4 of 21)		\$ 192.00		
3520-8 (Covers 17 of 21)	21	\$ 857.00	Quantity changed (3/22/99)	19
6003-8	33	\$ 818.00	Quantity changed (3/22/99)	8
6015	41	\$ 3,182.00	Quantity changed (3/22/99)	25
				440.0
				450.0
				\$192
				\$1,008
				\$892
				\$2,250

Additional Modifications in Red updated 12/15/97  
Additional Modifications in Green updated 02/26/99  
G:\Cisaste\IFFP\IBM Maintenance Ver\_3.xls

IBM comments in blue

Attachment A

Cross Reference of State Required Equipment

IBM Mainframe

4/29/99

D-Serv	5	\$	228.00	Quantity changed (3/22/99)	32	510.0	\$1,539
	1	\$	273.00	DELETE			
6500	12	nc		Quantity changed subbed Kentrox T-Smart	11	520.0	nc
6260	2	nc		Quantity changed subbed Kentrox T-Smart	0		nc
6262	1			DELETE			
6507	3	\$	164.00	DELETE			
6740 (Covers 3-6740 mux)							
1.5.4 Diagnostic Equipment as outlined in original RFP				No Changes			
1.5.5 Protocol Converter as outlined in original RFP	1	\$	1,050.00	No Changes - Andrews Datalynx 3174		500.0	\$1,050
1.5.6 Network Multiplexing Equipment							
TELCO Systems-D4CB (24 DSO) combining 24 analog circuits consisting of 2.4-9.6 Kbps onto a DSI	5	\$	638.00	Quantity changed (3/22/99)	2	310.0 & 310.1	\$510
6250	6	\$	2,532.00	No Change		460.0	\$2,532
Tellabs 440	4			Required additional information (Subbed Tellabs 740)	1	540.0	\$2,991
1.5.7 LAN Inter Networking Devices							
Cisco 7000 Router	1			Quantity Change (3/22/99)	1	480.0	
Cisco 7000 Router	1					480.5	
4-Port Token Ring Interface processor	1					480.2	
6-Port Ethernet interface processor	1					480.4	\$1,444
8-Port FSIP serial interface processor	2	\$	1,444.00	Quantity Change	3	480.3	
2-Port MIP card	1			Quantity Change (3/22/99)	1	470.0	
Cisco 4000 Router	1					470.2	
2 Serial Ports	1					470.1	
4 Ethernet Ports	1					470.2	
Cisco 4000 Router	1					470.1	
4 Serial Ports	1					470.2	
4 Ethernet Ports	1					470.1	
***Note: Router substitutions limited to 4500 or 4700 series only.***							
				Add-Cisco 7513 Router- Quantity change (3/22/99)	2	490.0	\$504
				8-Port FSIP serial interface processor	4	480.4	
				4-Port token ring interface processor	2	480.5	



Attachment A  
Cross Reference of State Required Equipment

IBM Mainframe

4/29/99

IBM 2.4k	7	Quantity changed	6	
IBM 4.8k	35	Quantity changed	33	
IBM 9.6k	166	Quantity changed	86	
IBM 14.4k	2	Quantity changed	1	
IBM 19.2k	41	Quantity changed	42	
IBM 38.4k	1	No change	1	
IBM 56k	15	Quantity changed	16	
Router Ports				
56k Multi Protocol	12	Quantity changed	9	
1.544m Multi Protocol	5	Quantity changed	22	
1.544m MIP (56k chan)2	12	Quantity changed	7	
1.544m Frame Relay (PVC) 4	60	Change-1.544m Frame Relay (PVC) 7	126	
4000 Router Network				
56k Multi Protocol	3	Quantity changed	5	
1.544m Multi Protocol	1	Quantity changed	2	
1.5.11 Network Channel Extension as outlined in original RFP	1	No change		\$ 1,203.00
		ADD-Network Lines		
		Internet T-1 Internet Access, includes-one IP address per HOST at the BRSC. Ethernet or token ring port on BRS IP router.	1	230.0
		ADVANTIS (IBM network) connection, upgraded to 56k	1	220.0
		Line/STCT T-3 DS3 Bandwidth to Sterling (This represents DS3 connectivity from State of CT Premise at 340 Capitol Ave., Hlfd, CT, 860-566, to the BRS at Sterling Forest)(\$6,035)	1	56,035
		Hardware Dell 6200/Op Gxpro subbed Compaq 6000	1	\$324
		Pentium Pro 200Mhz/256k	1	210.0
		processor, 128 MB mem, 8x SCCSI CD ROM, 1.44 MB floppy	2	210.0
		Note:Changed to 1 line per Mark Bannon, Bob Zalucki, Rick Bailey, and John Mangini on 1/8/99.		





Attachment A  
Cross Reference of State Required Equipment

DEC Mainframe  
4/29/99

Equipment Bid in RFP	Quantity	RFP 6 yr. Monthly Cost	Change	Quantity	Cross Reference to IBM PPS Supplement	New or Adjusted 3.5 year Cost
<b>1.3.2.1 VAX Processors (2)</b>			<b>Change</b>			
VAX 7000-710	85 mips (1) 50 vups	\$ 1,200.00	No Change	110 mips		\$800
VAX 7000-610	(1) 35 vups	\$ 1,000.00	Change to VAX-810 (Subbed 7620 65 VUPS)	60 vups	630.0	\$1,000
<b>1.3.2.2 Storage</b>						
Mass Storage	40 gig	\$ 1,125.00	Change quantity (03/03/99) Note: HSJ42 storage works controller or equivalent must support raid-5 or at the capacity of a DEC RZ29B (4.1 mb)	94 gig	660.0	\$1,204
<b>1.3.2.3 Tape Units IBM 3480 with IDRC TA78 Tape Drive 1600/6250 BPI</b>						
	1	\$ 52.00		1	670.0	\$52
		\$ 16.00	DELETE			
<b>1.3.2.4 Consoles and Terminals</b>						
VAXStation 3100 w/ 16mb	3	nc	DELETE	0		
			ADD-VT420 Terminals/Consoles	2	700.0	nc
			ADD-VT420 Slave Printer	1	680.0	nc
			ADD-PC's 486/66, 16mb, 1.5 gb disk, Ethernet, WIN95	3	600.0	\$200
<b>1.3.2.5 Printers</b>						
LPS20 Printer server	1		DELETE			
Post Color (quote base on 3 LG06, LPS20, Postcolor)	1	\$ 33.00	DELETE			
			ADD-Laser Printer (LAN Based)	1	690.0	nc
<b>1.3.2.6 Other Equipment</b>						
IBM 3290	1		ADD-DEC Infoser 150(Infoser 1000)	1	750.0	nc
			DELETE	0		
<b>DEC (BOSS) Network/Asynchronous Communications</b>						
<b>1.5.12 Terminal Servers</b>						
DS500 DEC Server 500s (168)	1256 Ports		DELETE	0		
DS550 DEC Server 550s (373)	2		DELETE	0		
	3		DELETE	0		

**DEC Mainframe**  
 4/29/99

VISTA (192)-Datability (168)	3	\$ 902.00	DELETE	0	
DS200 DEC Server 200 (8)	1		DELETE	0	
DS300 DEC Server 300 (32)	2		DELETE	0	
DS700 DEC Server 700 (16)	1		DELETE	0	
XYPLEX 9015 (560)	2	\$ 25.00	DELETE	0	
Asynchronous Terminals	883		Async Ports with or without modem control Change (3/3/99)	500	740.0 to 740.2
			Async Ports with modem control	8	
<b>DEC (BOSS) Network/Synchronous Communications</b>					
<b>1.5.12 Network Devices</b>					
DEC Router 250 DECNET/Gateway	1	\$ 121.00	DELETE	0	
19.2 kbps DECNET (Judicial)			DELETE	0	
19.2 kbps TCP/IP (Env Prot)			DELETE	0	
DEC SNA/Gateway-S1 (2x56 kbps)	1	\$ 914.00	No change	1	730.0
56 kbps SDLC (CATER)					\$299
56 kbps SDLC (Compt)					
Vitalink TransLAN III Bridges	1	\$ 54.00	DELETE		
56 kbps DECNET/LAT (DPW) - Ethernet LAN			DELETE		
CPNETX (NSC)			ADD-FDNETEX (NSC) - (CATER/Comptroller)		720.0
CPNETX (NSC) - CATER NSC			DELETE	0	
Y2K			ADD- MicroVax 3100/85 (3/3/99)	1	620.0
			32 MB Memory	1	620.0
			10 GB Mass Storage	1	620.0
					Included in NSC 7200 in IBM
Total					\$4,425

### IBM BUSINESS RECOVERY SERVICES Agreement for Purchase of Strohl Software

Business Impact Analysis Professional (BIA Professional) is a complete BIA implementation tool designed for all organizations. This tool integrates electronically collected data into graphs and reports to facilitate analysis. IBM will deliver a licensed copy of Strohl's BIA Professional software as described below:

Your BIA Professional purchase includes these deliverable and support services:

**Deliverables:**

- BIA Professional User Manual and Administrator's Guide
- Crystal Reports
- Business Impact Analysis Guide
- On-Line Sample Questionnaire

**Support Services:**

- Toll Free Technical Support 24 Hours a day, seven days a week by Strohl Systems Inc.
- Free Training for an unlimited number of your personnel
- Software Updates
- User Group Enrollment
- Newsletters
- Bulletin Board Service

Read the license agreement in full before breaking the seal on the shrink wrap protecting the CD or diskettes. You are agreeing to the terms and conditions of the Strohl Systems software license when you break the seal.

**Charges:**

The charge for the BIA Professional Software is \$8,990 plus shipping. IBM will NOT invoice the State of Connecticut. The \$8,990 will be paid by IBM.

Maintenance for the software is included at no additional charge for the first year. The annual maintenance charge for the second and subsequent year is approximately 15% of the published software price and will be billed directly by Strohl Inc.

**YEAR 2000 DATE HANDLING:** Strohl Systems Software Products are designed to be used prior to, during, and after the calendar year 2000 A.D. Regarding date data which represents or references different centuries, Strohl Systems warrants that its Software Products will operate without error, will not abnormally end, and will not produce invalid or incorrect results.

*Both of us agree that the complete agreement between us about these Services will consist of 1) this Statement of Work and 2) the IBM Customer Agreement (or any equivalent signed by both parties).*

Accepted By:

Accepted By:

State of Connecticut  
By: [Redacted]

International Business Machines Corporation  
By: [Redacted]

Authorized Signature  
Rock Kegan  
Name (Type or Print) Date 6/14/99

Authorized Signature  
STEVEN BARRECH  
Name (Type or Print) Date 5/21/99

Customer Number: 2082054

Reference Agreement Number: 2K64101

Statement of Work Number: 22G13808

Customer Address:  
340 Capital Avenue  
Hartford, CT 06106

IBM Office Address:  
522 South Road  
Poughkeepsie, NY 12601

SIGNATORY CERTIFICATION

In accordance with the attached memorandum, Steven Barreca, Sales Specialist, IBM Corporation, is approved to sign the Agreement for Business Recovery Services and related contact amendments with the State of Connecticut, Department of Information Technology.

Steven Barreca is hereby authorized and directed to do and perform all acts and things which they deem to be necessary or appropriate to effectuate the foregoing including, but not limited to, executing and delivering the Agreement substantially in the form previously reviewed by the Board of Directors, all amendments or modifications made thereto and all documents and instruments contemplated herein.

In witness whereof, the undersigned has executed this Certification this 30th day of June, 1999.

INTERNATIONAL BUSINESS MACHINES

BY:

[Redacted signature area]

JOSEPH D. SECCHIO  
BUSINESS OFFERINGS ADVOCATE  
IBM LEGAL DEPARTMENT

LISA BURKE MORAN  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 02BU6021633  
QUALIFIED IN NEW YORK  
COMMISSION EXPIRES MARCH 15, 2001

I attest that the  
signature above is that  
of Joseph D. Secchio -

[Redacted signature area]

**INTERNATIONAL BUSINESS MACHINES CORPORATION**

I, Robert F. Salvia, IBM Americas, do hereby certify that said General Counsel, in accordance with the resolutions of the Board of Directors of International Business Machines Corporation ("IBM"), at a meeting duly held and called on April 25, 1994, at which a quorum was present and acting throughout, has been duly authorized to execute and deliver on behalf of IBM any contract or other instrument necessary or appropriate in the ordinary course of IBM's business, including but not limited to bid documents for the sale of IBM products and services to federal, state and local governments and agencies, purchase orders and sales agreements, and the like, and to delegate this authorization within the IBM Americas organization, which includes IBM Puerto Rico, as may be permitted by law; and that said authorization has not been modified, amended or rescinded and continues in full force and effect. So authorized, I hereby delegate said authority to execute and deliver on behalf of IBM any such contract or other instrument to the following persons holding the below listed positions in IBM Americas:

- General Manager
- President
- Treasurer
- Vice President
- Area General Manager
- General Counsel
- Assistant General Counsel
- Corporate Counsel
- Area Counsel
- Senior Area Counsel
- Senior Counsel
- Site Counsel
- Staff Counsel
- Senior Attorney
- Staff Attorney
- Attorney
- Director
- Business Development Executive
- Managing Principal
- Solutions Executive
- Principal
- Solutions Executive/Manager
- Business Area Manager
- Regional Manager (Area CSO)
- Area Business Planning Manager
- Manager of Finance
- Segment Manager/Executive
- Manager of Services Center
- Manager, Availability Center, IBM Global Services
- Availability Services Manager
- Professional Development Manager
- Manager, Parts Sales and Infrastructure Services, IBM Global Services
- Program Director, GSA Schedule Programs
- Manager, Federal Contract Relations
- Contract Relations Advisor

Location Manager/Executive  
Marketing Manager  
National Account Manager  
Manager, Contracts and Procurement  
Account Executive  
Business Unit Executive  
Unit Manager  
Industry Executive  
Sales Manager/Regional Sales Manager  
Manager of Consulting Services  
Customer Operations Manager  
Client Executive  
Customer Service Executive, IBM Global Services  
Enterprise Service Executive, IBM Global Services  
Client Manager  
Practice Leader  
Customer Engineer, IBM Global Services  
Business Measurement Analyst  
Customer Contract Representative  
Systems Integration Manager, IBM Global Services  
Customer Service Operations Center Manager, IBM Global Services  
Field Manager, IBM Global Services  
Client Representative  
Marketing Specialist  
Sales Specialist  
Services Specialist  
Marketing Representative  
Customer Support Representative  
Customer Relationship Representative  
Project Leader  
Certified Marketing Specialist  
Project Manager/Executive  
Opportunity Manager/Executive  
Consultant  
Senior Consultant  
Executive Consultant  
Area Bankruptcy Coordinator  
Program Manager  
Account Support Representative  
Business Offering Advocate  
Field Marketing Practices

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said International Business Machines Corporation on this first day of February 1999.

  
\_\_\_\_\_  
General Counsel, IBM Americas

State of CT 12 month Renewal (July 1, 2009 – June 30, 2010)

Contract #	Sequence	Changes	Old Monthly Price	New Monthly Price	Price Chg
1. Contract CFT2SWL Mainframe systems:	2Z51201-37	Remove the 3490-X04 Tape Cartridge Unit item.	\$14,951	\$14,940	-\$11/month
		Remove 3494 G-ESC (8) B1A and (4) BIA+ and make this (6) 3494-H1A			
	RPE for Tape and VTS	No Changes. Included in current contract.			
2. Contract CFT2SXL Intel Hotsite and Drop-ship systems:	2Z51203-55	Add 8 hours for testing; from 144 hours to 152 hours.	\$11,978	\$12,424	+\$446/month
		Add one (1) HP DL580-G2 server to the Hotsite section (needed for 24 hour recovery) - 1 way, 2GB (5/19) Hardware specific.			
		Remove two (2) Dell 2650 servers from the Drop-ship section			
		Remove two (2) Dell 2850 servers from the Drop-ship section			
		Remove one (1) HP DL380-G4 w/ HP 4314 Array from the Drop-ship section (from 4 to 3)			
		Add four (4) Dell 2950 servers w/ 5 x 146GB disk to the Drop-ship section			
3. Contract CFT2SYL SAN storage:	2Y54301-38	Add 8 hours for testing; from 144 hours to 152 hours.	\$5,785	\$5,808	+\$23/month
		Require 15TB raw (currently has 13TBs) (5/19 add 2TBs)			
4. Contract CFT2SZL TSM system:	2Z54403-29	Add 8 hours for testing; from 144 hours to 152 hours.	\$1531	\$1621	+90/month
5. Contract CFTYJ2P SUN systems:	2R79103-22	Add 8 hours for testing; from 144 hours to 152 hours.	\$1,264	\$1,490	+\$226/month
		Remove the SUNBLADE base, memory, and disk items			
		Add two (2) V440 servers with 4 x 1.28Ghz CPUs, 8GB RAM, 4 x 73GB disk, 1 x GB NIC, 1 x HBA			
6. Contract CFTF0SC Networking	2S63605-23	Add 8 hours for testing; from 144 hours to 152 hours.	\$11,563	\$11,930	+\$367/month
		Add WebVPN userIDs; currently 50 and need at least 70.			
		Remove one (1) Cisco 11500 unit and associated 2GE card (from 3 to 2)			
		Add 10MB internet from 90MB to 100MB			
		Change Permanent Floor Space to a full "lockable" rack for COE to house a LS1010 switch, Cisco 3725 router, Nokia IP560, 2 x Dell 2950, 4 x Dell 1950 (2 to be added)			
<b>TOTAL CONTRACTS</b>			<b>\$47,162</b>	<b>\$48,213</b>	<b>+\$1,051/month</b>



State of CT 12 month Renewal (July 1, 2009 – June 30, 2010)

Contract RPDE3708 SOA, 5/15/2008:		Change "TASK1... IBM will" section to better reflect the actual tasks performed for the March 2009 DR exercise within the allocated RPDE hours:	No Change	No Change	
	1	configure the RAID controller, if applicable			
	2	Install and patch the VMWare ESX operating system (changed)			
	3	Install provided Virtual Center (changed)			
	4	Configure virtual network for virtual instances (added for clarification)			
	5	create four (4) VM instances			
	6	Validate ESX, virtual network, and VM environments (added for clarification)			
	7	turn control of the ESX and Virtual Centers over to your representatives (changed)			

**International Business Machines Corporation**

Please direct inquiries and correspondence to  
 IBM Corporation  
 1551 SO WASHINGTON AVE  
 PISCATAWAY NJ 08854

Customer Number  
 2082054 - RR

Invoice Number  
 7812170

Invoice Date  
 Jul 23, 2008

Page  
 Page 1 of 2



Or Call IBM at  
 877-426-6006

Fax:

E-Mail Address:  
 ASKAR@US.IBM.COM

Installed at  
 STATE OF CONNECTICUT  
 STATE OF CONNECTICUT  
 D O I T  
 101 EAST RIVER DR  
 EAST HARTFORD, CT 06108-3285

STATE OF CONNECTICUT  
 STATE OF CT  
 FRANK ARUTE ACCT PAYABLE  
 101 EAST RIVER DR  
 EAST HARTFORD, CT 06108-3285

Customer reference:  
 PO#ITDM1-0000180930(THRU 06/30/09) BCRS  
 SIGNED BY JACQUELINE SHIRLEY 05/21/08  
 MULTI-V-NS-092337

Please remit payments to  
 P.O. BOX 643600  
 PITTSBURGH, PA 15264-3600

Terms

PAYMENT DUE UPON RECEIPT OF  
 INVOICE - LATE PAYMENT FEE  
 MAY APPLY

INVOICE FOR SERVICES

DESCRIPTION	SERVICE/ FROM DATE	THRU DATE	TAX AMOUNT	AMOUNT
INSTALLED AT STATE OF CONNECTICUT STATE OF CONNECTICUT D O I T 101 EAST RIVER DR EAST HARTFORD, CT 06108-3285	ACCOUNT NUMBER 2082054-RR			
CONTRACT NUMBER CFT2SXL				
BUS. CONTINUITY SVCS/ DROPSHIP CHARGES	07/01/2008	07/01/2008		12,687.78
TOTALS				12,687.78
LOCATION TOTAL				12,687.78

**International Business Machines Corporation**

Please direct inquiries and correspondence to  
 IBM Corporation  
 1551 SO WASHINGTON AVE  
 PISCATAWAY NJ 08854

Customer Number  
 2082054 - RR

Invoice Number  
 08I1978

Invoice Date  
 Oct 7, 2008

Page  
 Page 1 of 2



Or Call IBM at 877-426-6006 Fax:

E-Mail Address:  
 ASKAR@US.IBM.COM

Installed at  
 STATE OF CONNECTICUT  
 STATE OF CONNECTICUT  
 D O I T  
 101 EAST RIVER DR  
 EAST HARTFORD, CT 06108-3285

STATE OF CONNECTICUT  
 STATE OF CT  
 FRANK ARUTE ACCT PAYABLE  
 101 EAST RIVER DR  
 EAST HARTFORD, CT 06108-3285

Customer reference:  
 PO#ITDM1-0000180930(THRU 06/30/09) BCRS  
 SIGNED BY JACQUELINE SHIRLEY 05/21/08  
 MULTI-V-NS-092337

Please remit payments to  
 P.O. BOX 643600  
 PITTSBURGH, PA 15264-3600

Terms  
 PAYMENT DUE UPON RECEIPT OF  
 INVOICE - LATE PAYMENT FEE  
 MAY APPLY

**INVOICE FOR SERVICES**

DESCRIPTION	SERVICE/ FROM DATE	THRU DATE	TAX AMOUNT	AMOUNT
INSTALLED AT STATE OF CONNECTICUT STATE OF CONNECTICUT D O I T 101 EAST RIVER DR EAST HARTFORD, CT 06108-3285	ACCOUNT NUMBER 2082054-RR			
CONTRACT NUMBER	CFT2SWL			
BUS. CONTINUITY SVCS/ TAPE MANAGEMENT	09/09/2008	09/11/2008		320.00
TOTALS				320.00
LOCATION TOTAL				320.00

**International Business Machines Corporation**

Please direct inquiries and correspondence to  
 IBM Corporation  
 1551 SO WASHINGTON AVE  
 PISCATAWAY NJ 08854

Customer Number  
 2082054 - RR

Invoice Number  
 08I2000

Invoice Date  
 Oct 7, 2008

Page  
 Page 1 of 2



Or Call IBM at 877-426-6006 Fax:

E-Mail Address:  
 ASKAR@US.IBM.COM

Installed at  
 STATE OF CONNECTICUT  
 STATE OF CONNECTICUT  
 D O I T  
 101 EAST RIVER DR  
 EAST HARTFORD, CT 06108-3285

STATE OF CONNECTICUT  
 STATE OF CT  
 FRANK ARUTE ACCT PAYABLE  
 101 EAST RIVER DR  
 EAST HARTFORD, CT 06108-3285

Customer reference:  
 PO#ITDM1-0000180930(THRU 06/30/09) BCRS  
 SIGNED BY JACQUELINE SHIRLEY 05/21/08  
 MULTI-V-NS-092337

Please remit payments to  
 P.O. BOX 643600  
 PITTSBURGH, PA 15264-3600

Terms  
 PAYMENT DUE UPON RECEIPT OF  
 INVOICE - LATE PAYMENT FEE  
 MAY APPLY

**INVOICE FOR SERVICES**

DESCRIPTION	SERVICE/ FROM DATE	THRU DATE	TAX AMOUNT	AMOUNT
INSTALLED AT STATE OF CONNECTICUT STATE OF CONNECTICUT D O I T 101 EAST RIVER DR EAST HARTFORD, CT 06108-3285	ACCOUNT NUMBER 2082054-RR			
CONTRACT NUMBER	CFT2SXL			
BUS. CONTINUITY SVCS/ DROPSHIP CHARGES	09/05/2008	09/05/2008		20,105.47
DELIVERY PARTNER RENTSYS CHARGES 9				
TOTALS				20,105.47
LOCATION TOTAL				20,105.47

**International Business Machines Corporation**

Please direct inquiries and correspondence to  
 IBM Corporation  
 1551 SO WASHINGTON AVE  
 PISCATAWAY NJ 08854

Customer Number  
 2082054 - M

Invoice Number  
 08I2023

Invoice Date  
 Oct 11, 2008

Page  
 Page 1 of 2



Or Call IBM at 877-426-6006 Fax:

E-Mail Address:  
 ASKAR@US.IBM.COM

Installed at  
 STATE OF CONNECTICUT  
 STATE OF CONNECTICUT  
 D O I T  
 101 EAST RIVER DR  
 EAST HARTFORD, CT 06108-3285

STATE OF CONNECTICUT  
 STATE OF CT  
 FRANK ARUTE ACCT PAYABLE  
 101 EAST RIVER DR  
 EAST HARTFORD, CT 06108-3285

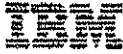
Customer reference:  
 SEP 08-PHONE USAGE CHARGES

Please remit payments to  
 P.O. BOX 643600  
 PITTSBURGH, PA 15264-3600

Terms  
 PAYMENT DUE UPON RECEIPT OF  
 INVOICE - LATE PAYMENT FEE  
 MAY APPLY

**INVOICE FOR SERVICES**

DESCRIPTION	SERVICE/ FROM DATE	THRU DATE	TAX AMOUNT	AMOUNT
INSTALLED AT STATE OF CONNECTICUT STATE OF CONNECTICUT D O I T 101 EAST RIVER DR EAST HARTFORD, CT 06108-3285	ACCOUNT NUMBER 2082054-MS			
CONTRACT NUMBER BUSINESS / DISASTER RECOVERY SERVICES	CFT2SZL	09/08/2008		80.26
		09/11/2008		
TOTALS				80.26
LOCATION TOTAL				80.26



Connecticut Department of Motor Vehicle (DMV)

Business Requirements Definition  
BCP-2 Agreement #A-99-031 dated 03/25/2008



**Project Change Request #7 / PO # 5124**

Dated Submitted: February 17, 2009	Raised/Submitted By: Nancy Dumais, Project Manager
------------------------------------	---

**1. Requested Change(s)**

The State has requested additional hours for a Senior DMV Process SME to support CT DMV for further requirements and business rules definition on a Time & Materials basis as allowed for in Section 11 of the BCP-2 Statement of Work. IBM will provide up to 377 hours for a Senior Business Analyst(s). This will extend the end date of BPC-2 from March 23 2009 to May 23, 2009.

*Note: The current PCR #5 is replaced upon implementation of this PCR #7.*

**2. Rationale for Change(s)**

- The State has immediate need for resources with consistent leadership and knowledge of the CT DMV requirements and business rules throughout the BPC-2, requirements definition, creation of the RFP, vendor evaluation and business rules definition to expedite the solution validation phase of the implementation.
- **Impact Investigation**
- PO Line Item #B-1 - Relative impact - remaining consulting hours from PCR#5 as of March 23, 2009 will be replaced by this PCR and include 10% of the service fee allowed for travel.

Date Approved: February 11, 2009	Date Due: n/a
Estimated Investigative Hours: 0	Actual Investigative Hours: 0
Estimated Investigative Costs: 0	Actual Investigative Costs: 0

**3. Impact Analysis**

<b>Affect of Change on Contract Cost:</b>	
Senior Business Analyst	\$215 per hour for up to 377 hours <b>\$ 81,055</b>
	Total labor Hours <b>\$ 81,055</b>
T&L Expenses will be billed at actual. T&L Expenses to the State will not exceed 10% of the services fee, or \$ 8,105. T&L will be billed in accordance with the State of Connecticut Travel Policy.	
Will PCR Affect Schedule? (Attach Schedule Changes if Yes)	No