Agreement Between
Lamont Digital Systems, Inc. d/b/a Campus TeleVideo ("CTV") and
WESTERN CONNECTICUT STATE UNIVERSITY

This Agreement is made this __25th__ day of August, 2010 by and between Lamont Digital Systems, Inc. d/b/a Campus TeleVideo ("CTV") with an office at 35 Mason Street, Greenwich, Connecticut (hereinafter "Contractor" or "CTV"), and Western Connecticut State University, with offices at 181 White Street, Danbury, Connecticut (hereinafter "University", "WCSU" or State Agency).

1. **AGREEMENT:**

This Agreement, pursuant to an award (2010-ERB-0045) made to the contractor "CTV" provides for Television Programming services to both the midtown and Westside campuses of WCSU.

2. **TERM AND TERMINATION:**

The term of this Agreement shall commence on or about November 1, 2010. The effective date shall be the date of the signature of the Office of the Attorney General or the date stated above, whichever occurs last. This agreement shall expire October 31, 2015 and may be renewed for two (2) additional one year periods extending the expiration date to October 31, 2017. All terms and conditions shall remain throughout the contract period. Any change to this Agreement shall be set forth in a written amendment to this agreement signed by the parties hereto and approved by the Office of the Attorney General.

This Agreement may be terminated, with thirty days written notice, for failure to deliver the required products and/or services, services not completed, or services not adequately or appropriately performed as determined by WCSU. Notices of termination shall be by written notice delivered by U.S. Certified Mail. WCSU reserves the right to cancel, or amend any Purchase Order within five days (5) of issuance or five days (5) prior to delivery date.

3. **DELIVERY AND PAYMENT**

The Contractor agrees to be responsible for the described services, listed in Section 4 and to provide said services to the Universities locations listed. All necessary material and labor required to correctly deliver said services shall be the responsibility of the Contractor. Any additional work and costs must be approved by WCSU prior to the start of any additional contracted work .All standard shipping, if applicable, shall be FOB destination. All payments due contractor shall be within 45 days of receipt of a properly rendered invoice.

4. **PRICING:**

The pricing contained below is the minimum discount allowable under this agreement. The Contractor may offer a greater discount at their option or change in market condition. The Contractor may amend this Agreement in response to a regulatory change that materially affects

technical feasibility or the economics of providing the contracted service. Contractor will notify WCSU within 30 days if exercising the aforementioned regulatory change.

Mandatory Programming Services:

Option # 1 Five (5) year Equipment Lease and Programming Services Plan.
Annual cost: $65,154.08
Total cost for 5 years: $325,770.40.
At the end of the 5 year period WCSU owns the equipment.

Mandatory Programming Services:

	Annual Cost	Extended cost (5) years
Materials & Installation	26,470.00	132,350.00
Programming Services****:	34,684.08	173,420.40
Maintenance:	4,000.00	20,000.00
On-Line Channel Guide:	-	-
Totals:	65,154.08	325,770.40

Annual pre-payment discount of 3% is available:

**** Mandatory programming services chart on page 3 of this contract contains monthly pricing items totaling $34,684.08 for programming services cost.

Option # 2 Outright purchase of System plus maintenance & programming for 5 years:

a) Materials & Installation	$99,163.00
b) Programming services	$34,684.08****
c) Maintenance	$ 4,000.00
Total Year 1	**137,847.08**
Total Year 2-5	
b) Programming *($38,684.08 /year)*	**$154,736.32**
c) Maintenance *($ 4,000.00/year)*	**$ 16,000.00**
Total Option # 2	**$308,583.40**

Programming is based on 545 active units for 9 months and 20 active units for the three summer months. Programming price increased or decreased based on documented programming fee increases from DirecTV. Prices do not include applicable sales, use, communications or other taxes imposed on CTV services, excluding income taxes. All analog and digital bulk programming will be available without converter boxes to appropriate cable ready televisions.

********Mandatory Basic Programming services and monthly costs:**

Channel name	Monthly Cost	Channel Name	Monthly Cost
A & E	$2.16 in room package	MTV2	$ in room package
ABC Family	$ in room package	Sy-Fy Channel	$ in room package
American Movie Classics	$ in room package	Spike TV	$ in room package
Animal Planet	$ in room package	TBS	$ in room package
BET	$ in room package	TNT	$ in room package
Cartoon Network	$ in room package	TV Land	$ in room package
CNBC	$ in room package	USA	$ in room package
CNN	$ in room package	VH-1	$ in room package
Comedy Central	$ in room package	Weather Channel	$ in room package
Court TV	$ in room package	ESPN	3.07 ESPN package
C-Span	$ in room package	ESPN2	ESPN Package
C-Span-2	$ in room package	ESPNews	ESPN Package
Discovery	$ in room package	ESPN Classic	ESPN Package
E! Entertainment	$ in room package	ABC (prefer WTNH)	$39.99 month locals
Fox News	$ in room package	NBC(prefer WVIT)	$ Locals Package
FX	$ in room package	CBS(prefer WFSB)	$ Locals Package
Game show Network	$ in room package	FOX (prefer WFSB)	$ Locals Package
Headline News	$ in room package	WB	$ Locals Package
History Channel	$ in room package	UPN	$ Locals Package
Learning Channel	$ in room package	PBS	$ Locals Package
Lifetime Network	$ in room package	Univision (Spanish)	$ Locals Package
MSNBC	$ in room package	TBN	$ in room package
MTV	$ in room package	CBS College Sports	$ in room package
4 WCSU channels	$0.00	ESPNU	$ in room package

Optional Programming Services available at any time during contract period.

Equipment to add channels: purchase price of $270.00 or $72.00 annually per channel up to 7 channels. A (24) channel rack purchase price of $7012.00 or $1872.00 annually.

Pricing below available as options at a later date.

Channel name	Monthly Cost	Channel name	Monthly Cost
Turner Classic Movies	$.23	Fox Soccer	$.15
National Geographic	$ in room package	Independent Film Channel	$ in room package
Big Ten Network	$ in room package	HSN	$ in room package
HBO Signature	$2.66*	Lifetime Movie Network	$ in room package
Disney Channel	$.57	VH 1 Classics	$ in room package
Sundance Channel	$.27	MSG Plus	$ RSN package
HGTV	$.11	NESN	$ .75
NHL Network	$ in room package	Fuse	$ in room package
WGN	$.11	Current TV	$ in room package
Bravo	$ .27	HBO 2	$ HBO Package
Nick Jr.	$ in room package	Discovery Health Network	$ in room package
Hallmark Channel	$ .19	Fox Movies	$ in room package
NFL Network	$ in room package	Speed Channel	$ in room package
WE	$ in room package	Travel Channel	$ in room package
Green = channels we want	$ in room package	Bloomberg	$ in room package
Country Music Television	$ in room package	Encore	$ .57
Fine Living	$ in room package	Fuel	$ in room package
HBO	$ HBO package	HBO Family	$ HBO Package
YES Network	$ .75 RSN package	Link TV	$ in room package
Golf Channel	$ in room package	Soapnet	$ in room package
NBA TV	$.27	MSG	$RSN package
Food Network	$ in room package	Sports Net NY	$ RSN Package
BBC America	$ .15	GOD TV	$ in room package
Biography Channel	$ in room package	History Intl	$ in room package
Chiller	$ in room package	HITN	$ in room package
EWTN	$ in room package	LOGO	$ in room package
FIT TV	$ in room package	Military Channel	$ in room package
Fox Business	$ in room package	Mountain Sports West	$ in room package
Fox Reality	$ in room package	Nasa	$ in room package
G4	$ in room package	Once Mexico	$ in room package
Ovation TV	$ in room package	Oxygen	$ in room package
Reelz	$ in room package	RFD TV	$ in room package
Science	$ in room package	Slueth	$ in room package

Sportsman Channel	$ .15	Tennis Channel	$ in room package
The 101	$ in room package	TV One	$ in room package
Versus	$ in room package	World Network	$ in room package
CBS-WCBS	$39.99/month NY Locals	NBC-WNBC	$ in room package
Fox-WNYW	$ NY Locals	ABC-WABC	$ NY Locals
MNT-WWOR	$ NY Locals	CW-WPIX	$ NY Locals
UNI-WXTV	$ NY Locals	TMO-WNJU	$ NY Locals
ION-WPXN	$ NY Locals	TFT-WFUT	$ NY Locals
PBS_WNET	$ NY Locals	PBS-WLIW	$ NY Locals
Showtime	$ in room package	Showtime 2	$ Showtime Package

Optional High Definition Off-Air:
Digital/HD service-broadcast in the QAM format. Install equipment for HD purchase price of $3,738.00 or $998.00 annually for five years.

Channel name	Annual costs	Channel name	Annual costs
ABC-WTNH	$988. Over 5 yrs	CW-WTXX	$ included
NBC-WVIT	$ included		

Optional Satellite High Definition Channels: Twelve (12) channels, purchase price of $31,764.00 or $8,479.00 annually for 5 years.

101Network HD	CNN HD	National Geographic HD	Tennis HD TLC HD
A & E HD	Discovery Channel HD	NFL Network HD	TNT HD
ABC family HD	Food Network HD	NHL Network HD	USA HD
Animal Planet HD	Fox Business Network HD	Nickelodeon HD	USA HD
BET HD	FX HD	Planet Green HD	Versus HD
Big Ten Network HD	Golf Channel HD	Science Channel	VH1 HD
Biography Channel HD	HDNET HD	Spike HD	Universal HD
Cartoon Network HD	HD Theatre HD	Speed HD	Crime and Investigation HD
CBS College sports HD	History HD	SyFy HD	MGMHD
CMT HD	MTV HD	TBS HD	Palladia HG
Smithsonian HD	Weather Channel HD	HD Net Movies	

Optional Lineup Guide Channel: Purchase price of $4320.00 or $1153.00 annually for 5 years. Additional programming at $1050.00

Optional IPTV: Two MPEG (internal WCSU channels 79 and 80) are included in the base design and price.

IP streaming for (2) SD channels: Purchase price of $20,265 or $5410.00 annually for five years plus required annual support and maintenance fat $3603.00 annually.

Optional Emergency Notification Services: Provide and install equipment for a purchase price of $17,888.00 or $4775.00 annually for five years.

Optional Foreign Language services for campus wide delivery: Provide and install equipment for a purchase price of $1315.00 or $350.00 annually for five years for the first channel and $340.00/ purchase or $90.00 annually for each additional channel up to 12 channels.

Foreign language	Annual costs	Package notes
Arabic Elite super pack	$ 719.88	21 channels
B4U Movies- Hindi	$ 359.88	
Chinese Elite	$ 359.88	5 channels
Deutsche Welle- German	$ 155.88	
Dish Latino	$ 200.00	40 channels
NTV America – Russian	$ 239.88	
TV Japan	$ 200.00	
Antenna Satellite- Greek	$ 100.00	
TV Asia- Hindi	$ 100.00	
TV Globo International	$ 200.00	
TV5 Monde- French	$ 119.88	
Raitalia- Italian	$ 599.88	
Israeli Platinum Package	$ 599.88	4 channels

Optional Subscription Premium Services

	HBO	SHOWTIME
Equipment Purchase:	$ 3510 upfront	$ 3510 upfront
Equipment Lease:	$ 78.09 /month	$ 78.09/month
Programming Cost:	$ 65.00/semester	$65.00/semester

5. DESCRIPTION OF SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor shall provide cable television and related services to Western Connecticut State University at all locations required.

6. INSURANCE;

The Contractor agrees that while performing services specified in this agreement he/she shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever.

7. APPLICABLE LAW:

This Agreement shall be governed by the laws of the State of Connecticut, without regard to its principles of conflicts of laws. The Contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

8. CONTRACT ASSIGNMENT:

No right or duty, in whole or in part, of the Contractor under this Agreement may be assigned or delegated without the prior written consent of the Connecticut State University System.

9. SEVERABILITY:

If any provision of this agreement shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof.

10. CLAIMS AGAINST THE STATE:

The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut arising from this agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

11. NON DISCRIMINATION

1. Non-discrimination. References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.

(a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:

(1) The contractor agrees and warrants that in the performance of the contract such contractor 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, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor 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. The contractor 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, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor 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 the contractor as relate to the provisions of this section and section 46a-56.

(b) If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent 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 section 32-9n; and "good faith" means that degree of diligence which 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.

(d) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor'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.

(e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(f) The contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor 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 section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor 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.

(g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:

> (1) The contractor agrees and warrants that in the performance of the contract such contractor 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 of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor 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 contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the contractor 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 the contractor which relate to the provisions of this section and section 46a-56.

(h) The contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor 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 section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor 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.

For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American

Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

12. EXECUTIVE ORDERS Nos. 3, 17, 16, and 7C:

Executive Orders. The Contract is subject to the provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, CCSU shall provide a copy of these orders to the Contractor.

13. CAMPAIGN CONTRIBUTION RESTRICTIONS

On February 8, 2007, Governor Rell signed into law Public Act 07-1, An Act Concerning the State Contractor Contribution Ban and Gifts to State and Quasi-Public Agencies. For all State contracts as defined in P.A. 07-1 having a value in a calendar year of $50,000.00 or more, or a combination or series of such agreements or contracts having a value of $100,000.00 or more, the authorized signatory to this agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, which is set forth below, and will inform its principals of the contents of the notice. See SEEC Form 11 (reproduced and inserted herewith).

SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes § 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban
No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor,* with regard to a *state contract* or *state*

contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform
State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations
Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of $2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or $5000 in fines, or both.

Contract Consequences
Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A. 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other

political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100.

"Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract,* (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

14. WHISTLEBLOWER

This Agreement is subject to the provisions of section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Agreement.

Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

15. FORCE MAJEURE

Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this agreement (other than the payment of amounts owed) if such delay or failure arises by any reason beyond its reasonable control, including any act of God, or any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures or delays in transportation or communications, or any act or failure to act by the other party, its employees, agents or contractors. The parties will promptly inform and consult with each other as to any of the above causes, which in their judgment may or could be the cause of a substantial delay in the performance of this agreement.

16. AMENDMENT

The parties may agree to amend or add provision of this Agreement only by written Amendment signed by the parties and approved by the Office of the Attorney General.

17. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written. No specific level of activity or dollar amount is committed or assigned to the Contractor through this contract. CSUS reserves the right to solicit bids for any project and there is no special privilege or right of first refusal conveyed by the execution of this Agreement.

Lamont Digital Systems, Inc. d/b/a Campus TeleVideo ("CTV")

By: _____

Title: Brian Bosz

Date: 7/19/10

Western Connecticut State University
Under Statutory Authority C.G.S. 10a-151b

By: _____

Title: President

Date: 7/20/10

Approved as to Form:
Office of the Attorney General of the State of Connecticut

By: _____

Title: ASSOC. ATT'Y. GEN.

Dated: 8/25/10