

Amendment No. 1 to
Master Purchase Agreement
State of Connecticut (Licensee) Master Agreement Number B-03-003
Environmental Systems Research Institute, Inc., (ESRI) Master Agreement Number 2002MPA3535

WHEREAS, Licensee and ESRI entered into an Agreement on December 3, 2002 and

WHEREAS, the basic Agreement requires modification; and

WHEREAS, both parties have mutually agreed to carry out the following changes;

NOW, THEREFORE, the Agreement is hereby amended as follows:

1. ESRI MPA TERMS AND CONDITIONS (E500M), ARTICLE 9—PRICING is hereby amended to add:

9.4 Firm-Fixed Price Services

Licensee can contract firm-fixed price services by way of a purchase order, provided the purchase order references this Agreement, as amended, and a proposal has been signed by both an ESRI Senior Contract Administrator and an authorized representative of Licensee.

Information and arrangements are available from Paul Rooney, Account Manager, phone 978-777-4543.

2. TIME AND MATERIALS RATE SCHEDULE is hereby amended to revise the second sentence in its entirety as follows: "The hourly labor rates for services that are performed after June 30, 2003, will be escalated at the then current rate schedule."

3. IMPLEMENTATION SERVICES TERMS AND CONDITIONS AGREEMENT is hereby amended to revise and/or add the following sections as follows:

COMPENSATION:

A. Time And Material Effort. Services can be provided and invoiced on a time and materials basis in accordance with the not-to-exceed total cost. Labor is invoiced based on actual hours provided. For services provided beyond the date the quote is effective or delivered in a new fiscal year, beginning July 1 of each year, ESRI reserves the right to increase the labor rates at the then-current rate schedule, not to exceed seven and one-half percent (7.5%) per year. Other direct costs included in the quote, such as travel, will be invoiced at actual cost in accordance with the rate allowed by federal joint travel regulations. Meals are invoiced on a per diem basis. Licensee will be invoiced on a monthly basis for work provided in the previous month.

B. Firm-Fixed Price Effort. Services can be provided on a firm-fixed price basis. ESRI shall prepare and submit monthly invoices based on milestones completed and accepted during the preceding month.

C. Payment Terms. Payment terms are forty five (45) days from receipt of a properly documented undisputed invoice. Payment shall be made to the address identified on original ESRI invoices.

ACCEPTANCE

A. Time and Materials Tasks

Deliverables are provided strictly on a time and materials basis.

B. Firm Fixed Price Tasks

Unless mutually agreed in writing otherwise, the acceptance review periods and categorizations shall be as follows:

- i. "DELIVERABLE ACCEPTED" means a Deliverable conforming to applicable Task(s) with no more than minor nonconformities. Licensee shall complete its acceptance review within ten (10) working days of receiving each Deliverable.
- ii. "DELIVERABLE ACCEPTED WITH REWORK" means a deliverable substantially conforming to applicable Task(s) but having a significant number of identified nonconformities and accepted subject to rework by ESRI. ESRI shall rework the Deliverable for the identified nonconformities and resubmit it within thirty (30) days. Licensee will rerun its acceptance review for the nonconformities detected in the initial review within ten (10) working days of such resubmission and will reclassify the deliverable as either DELIVERABLE ACCEPTED, DELIVERABLE ACCEPTED WITH REWORK or DELIVERABLE REJECTED.
- iii. "DELIVERABLE REJECTED" means a Deliverable that fails to substantially conform to applicable Task(s) ESRI shall rework the Deliverable and resubmit it to Licensee within thirty (30) days, at which time Licensee shall have ten (10) working days to rerun its acceptance review and reclassify the deliverable as either DELIVERABLE ACCEPTED, DELIVERABLE ACCEPTED WITH REWORK or DELIVERABLE REJECTED.

Licensee agrees it shall not use any Deliverable in its business operations before acceptance as described in Subsections B(i) or B(ii). If ESRI does not receive within ten (10) working days after delivery written notice that the Deliverable is "ACCEPTED WITH REWORK" or "REJECTED" in accordance with B(ii) or B(iii), or if Licensee uses the Deliverable in its business operations, the Deliverable shall be deemed, as of the first to occur of either of these events, to have been accepted.

CHANGES

Licensee may, at any time, request changes within the general scope of this Agreement in the deliverables to be provided. If such changes cause an increase or decrease in the cost or time required to provide the Deliverables under any task (regardless of whether the task itself is changed), an equitable adjustment in the price or schedule, or both, shall be made, and a change order will be issued accordingly and signed by both parties.

TERMINATION

A. Termination For Convenience

Licensee may terminate an Order at any time on thirty (30) days' written notice to ESRI and upon payment to ESRI of all amounts due to date pursuant to this Amendment, including reasonable termination expenses directly related to the closure of the project and the value of work in process and materials up to the date of termination.

B. Termination For Cause

Either party, as applicable, shall have the right, in addition and without prejudice to any other rights or remedies, to terminate an Order as follows:

- i. By ESRI after ten (10) days written notice of an opportunity to cure, if (a) Licensee fails to pay after ten (10) days' written notice the amounts due to ESRI pursuant to the "Compensation; Invoices" article of this Agreement, (b) ESRI has terminated all or any part of this Agreement under any other of its provisions, or (c) Licensee engages in unauthorized use, reproduction, or disclosure of Deliverables.
- ii. By either party for any material breach of this Agreement that is not cured within fifteen (15) days of receipt by the party in default of a notice specifying the breach and requiring its cure.

C. Transition Rights

Upon termination of this Agreement by either party, ESRI shall provide Licensee, at Licensee's then-standard rates, reasonable termination assistance for up to twelve (12) months after such termination (the "Transition Period") relating to the transition from the Deliverables to another system to provide for an orderly conversion of the system. If the termination was the result of Licensee's breach of B(i)(a) above, ESRI may request payment in advance of services performed.

SURVIVAL CLAUSES

The following clauses shall survive the expiration or termination of the Agreement: LIMITATION OF LIABILITY, COMPENSATION, TERMINATION, CONFIDENTIALITY, OWNERSHIP, AND EXPORT CONTROLS, PATENTS AND INVENTIONS, and OWNERSHIP OF UNIQUELY CREATED CUSTOM SOFTWARE (excluding the PREEXISTING SOFTWARE LICENSE. Unless Licensee has materially breached its obligations under this Agreement, WARRANTY and the PREEXISTING SOFTWARE LICENSE shall also survive termination.

All other terms and conditions of the Agreement shall remain in full force and effect, except as amended herein.

STATE OF CONNECTICUT
(Licensee)

Signature: Gregg P. Regan

Printed Name: Gregg P. Regan

Title: Chief Information Officer

Date: 1/10/03

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(ESRI)

Signature: Laura Dangermond

Printed Name: LAURA DANGERMOND
Vice President

Title: _____
Date: 1-8-03

APPROVED AS TO FORM:

Assn Lee B. ... 2/4/03
ATTORNEY GENERAL OF THE
STATE OF CONNECTICUT