

STATE OF CONNECTICUT
INFORMATION PROCESSING SYSTEMS AGREEMENT

Agreement Reference No. B-03-018

Page 1 of 32

This Information Processing Systems Agreement hereinafter referred to as the "Agreement" or "contract" is made by and between the **State of Connecticut**, acting by its Department of Information Technology/Contracts & Purchasing Division, hereinafter referred to as the "State," located at 101 East River Drive East Hartford, CT 06108, and MAXIMUS, Inc., hereinafter referred to as the "Supplier" or "contractor," having its principal place of business at 11419 Sunset Hills Road, Reston, VA 20190-5207. The terms and conditions of this Agreement are contained in the following sections:

SECTION	TITLE	PAGE
1.	TERM OF AGREEMENT.....	2
2.	DEFINITIONS.....	2
3.	ACQUIRING DELIVERABLES	3
4.	PROJECT ADMINISTRATOR	5
5.	CHANGE ORDERS.....	6
6.	DELIVERY, INSTALLATION & DEINSTALLATION	6
7.	DELIVERABLE EVALUATION & ACCEPTANCE	7
8.	PAYMENTS & CREDITS.....	7
9.	SOFTWARE MAINTENANCE & SUPPORT	9
10.	HARDWARE MAINTENANCE & SUPPORT.....	10
11.	SYSTEM RELIABILITY	11
12.	SYSTEM WARRANTIES.....	11
13.	OTHER WARRANTIES	12
14.	PATENT, COPYRIGHT, LICENSE & PROPRIETARY RIGHTS.....	13
15.	CONFIDENTIALITY; NONDISCLOSURE	14
16.	DELIVERABLE REPLACEMENTS & UPGRADES	15
17.	RISK OF LOSS & INSURANCE	16
18.	DELIVERABLE ALTERATIONS	16
19.	LIMITATION OF LIABILITY	17
20.	FORCE MAJEURE.....	17
21.	SOURCE CODE ESCROW.....	17
22.	REMEDIES AND LIQUIDATED DAMAGES.....	18
23.	TERMINATION OF AGREEMENT	21
24.	TERMINATION OF LETTER ORDERS.....	22
25.	GENERAL PROVISIONS	23
26.	ORDER OF PRECEDENCE.....	25
27.	YEAR 2000 AND OTHER DATE COMPLIANCE	25
28.	COMMUNICATIONS	26
29.	NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS.....	26
30.	NONDISCRIMINATION PROVISIONS REGARDING SEXUAL ORIENTATION	28
31.	EXECUTIVE ORDER NO. THREE.....	29
32.	EXECUTIVE ORDER NO. SIXTEEN	29
33.	EXECUTIVE ORDER NO. SEVENTEEN	29
34.	REPORTS TO THE AUDITORS OF PUBLIC ACCOUNTS	30
35.	CONNECTICUT GENERAL STATUTES, § 1-200 AND 1-218.....	30
36.	GENERAL STATUTES SECTION 4d-44	30
37.	WORKERS' COMPENSATION	31
38.	ENTIRETY OF AGREEMENT	31
39.	SIGNATURE PAGE OF AGREEMENT	32

STATE OF CONNECTICUT
INFORMATION PROCESSING SYSTEMS AGREEMENT

Agreement Reference No. B-03-018

Page 2 of 32

The parties hereto do hereby agree as follows:

1. TERM OF AGREEMENT

This Agreement shall become effective upon its approval as to form by the Office of the Attorney General of the State of Connecticut and shall continue until terminated by either party upon ninety (90) days' prior written notification to the other party subject to the provisions of Connecticut General Statutes (C.G.S.) §4d-44.

2. DEFINITIONS

a) "Contracting Agency" as used herein, shall mean the Department of Information Technology.

b) "Department" as used herein, shall mean the Department of Public Safety.

c) "RFP" as used herein, shall mean the Request For Proposal No. #023-A-25-7012 issued by the State on October 22nd, 2002, concerning the revised COLLECT System.

d) "System" as used herein, shall mean Supplier furnished or otherwise supplied hardware, software and documentation that collectively and in an integrated fashion fulfill the business and technical requirements of the RFP and, as may be further defined pursuant to this Agreement.

e) "Deliverable" as used herein, shall mean any product, whether hardware, software, documentation, license, information or otherwise, or any service, whether development, integration, administrative, maintenance, operations, support, or otherwise, or any warranty, that is an element of the Supplier's overall approach and solution to the requirements of the RFP, whether produced by the Supplier or by a third party as a supplier or subcontractor to the Supplier, that is agreed to be provided to the State by the Supplier pursuant to this Agreement.

f) "Project Implementation Summary" as used herein, which is attached to this Agreement, shall mean that document which itemizes milestones, phases, stages, and Deliverables by date of completion, including where checkpoints are to be taken to assure the Department that the provision of Deliverables is proceeding according to schedule.

g) "Project Implementation Schedule" as used herein, which is attached to this Agreement, shall mean that document which itemizes agreed invoice amounts by date, as specified in the Project Implementation Summary, Letter Orders or Change Orders, subject to State acceptance of associated Deliverables.

h) "Product Schedule" as used herein, which is attached to this Agreement, shall mean that document which establishes the component or unit pricing, and price schedules and terms as applicable, for every Deliverable available pursuant to this Agreement.

i) "Alterations" as used herein, shall mean modifications made by the State or the Department to any Deliverable thereby making such Deliverable non-conformant with Supplier design and/or operation specifications.

j) "Improvements" as used herein, shall mean Supplier changes made to Deliverables from time to time either to provide additional functions for Department use or to correct errors and other performance deficiencies noted by a Department and reported to Supplier.

STATE OF CONNECTICUT
INFORMATION PROCESSING SYSTEMS AGREEMENT

Agreement Reference No. B-03-018

Page 3 of 32

k) "Letter Order" as used herein, shall mean a document issued by the State's Contracts & Purchasing Division on behalf of the Department for one or more Deliverables in accordance with the terms and conditions of this Agreement.

l) "Licensed Software" as used herein, shall mean computer program(s) acquired from Supplier under an agreement whereby the State acquires the right to use the product but does NOT acquire the licensor's: (1) title to the product nor, (2) liability for payment of any tax levied upon the product, nor (3) liability for payment of any liability/casualty premium for the product.

m) "Designated PU" as used herein, shall mean any Processor Unit (PU) or attached processor (AP) complex, including associated peripheral units, specified in the Attachment. The Attachment may designate more than one PU for either different Sites or Site(s) with multiple interconnected PU's.

n) "Site" as used herein, shall mean a location of a computer system or systems consisting of one processing unit (PU) or multiple interconnected processing units.

o) "Specifications" as used herein, shall mean the Supplier's published technical and non-technical detailed descriptions of a Deliverable's capabilities and/or intended use.

p) "POP" (Primary Operation Period) as used herein, shall mean the days and hours of normal system operations and availability, which is to be 24 hours a day, 7 days a week, 365 days a year.

q) "PPM" (Prime Period Maintenance) as used herein, shall mean maintenance services and/or technical support performed between 8:00 AM and 5:00 PM Monday through Friday, exclusive of published State holidays. Maintenance services and/or technical support performed during any other time is hereinafter referred to as "Non-PPM" (Non-Prime Period Maintenance).

r) "Warranty Period" as used herein, shall mean the twelve (12) months following acceptance by the Department of the System after successful completion of all Site Acceptance Tests.

3. ACQUIRING DELIVERABLES

a) Subject to the terms and conditions of this Agreement, Supplier shall sell, transfer, convey and/or license to the Department any duly ordered Deliverable. Such Deliverables shall be available in the Product Schedule and listed in Letter Orders issued by the Contracts and Purchasing Division. Such Letter Orders shall contain, at minimum, the following related information:

- 1) Delivery Site and Department Contact Person
- 2) Identity of this Agreement by Reference Number
- 3) Supplier Contact Person and Contact Information
- 4) For hardware and software Deliverables
 - a. Installation PU and Operating System
 - b. Product Number, Description and Quantity
 - c. Applicable rate, license term, and quantity extensions
 - d. Applicable installation and other one-time charge rate(s)

STATE OF CONNECTICUT
INFORMATION PROCESSING SYSTEMS AGREEMENT

Agreement Reference No. B-03-018

Page 4 of 32

- e. Applicable maintenance and support provisions and rate(s)
- f. Applicable product maintenance and support zone & surcharge rate(s)
- 5) For services
 - a. Description of service
 - b. Quantity of hours or days to be purchased, by service level classification
 - c. Applicable Project Implementation and Quality Assurance Plans
- 6) Letter Order Project Implementation Summary
- 7) Current Product Schedule
- 8) Letter Order Invoice Schedule
- 9) Letter Order Total Cost
- 10) Valid authorization from Contracts and Purchasing Division

b) Any Letter Order, which has been accepted by the Supplier, shall be immediately attached to, and subject to the terms and conditions of, this Agreement and shall remain attached until such time as the Letter Order is terminated upon State acceptance of full performance of all requirements contained therein, or extended or terminated sooner under the terms of this Agreement. During the period of attachment, the Letter Order shall be known as an "Attachment" and shall hereinafter be referred to as such.

c) Supplier may supplement the Product Schedule at any time to make additional products, services and related terms available to the State, provided that the effective date of each supplement is stated thereon. Any supplement must be transmitted to the State with a cover letter documenting formal approval of the supplement by a Supplier representative then legally empowered to so act.

d) Upon State receipt of ninety (90) calendar days' prior written notice, Supplier may update the Deliverable Price Schedule pricing by amending the Product Schedule effective July 1 of any State of Connecticut fiscal year, provided: (1) the Product Schedule amendment is transmitted and approved in the same manner as described for supplements in Subsection 3.c., (2) no software license, or Deliverable maintenance or service rate is increased within the first year of any Deliverable acceptance, and (3) any such price increase shall not exceed the lesser of five percent (5%) or the Consumer Price Index in any State of Connecticut fiscal year. In no case shall any such increase exceed Supplier's published prices then applicable to local governments and other States. State shall provide Supplier written acknowledgement, for Supplier's records, of such received amendment.

e) Deliverables ordered prior to the effective date of any Product Schedule pricing increase shall enjoy protection from rate increase during their initial terms.

f) Supplier shall provide State with a discount on any Product Schedule pricing according to Supplier's discount policy in effect when a Letter Order is placed or according to the discount shown on the Product Schedule, whichever is greater.

g) The Department is authorized to use any Licensed Software to develop and/or enhance said Department's systems, only in the pursuit of its own business interests, on any designated PU specified in a Letter Order and for no other purpose. Any such Licensed Software shall be

STATE OF CONNECTICUT
INFORMATION PROCESSING SYSTEMS AGREEMENT

Agreement Reference No. B-03-018

Page 5 of 32

nonexclusive and nontransferable. The Department agrees that it shall use its best efforts to prohibit any Licensed Software Deliverable use in a manner, whether directly or indirectly, which would enable the Department's users to use the Licensed Software on any other PU.

h) Notwithstanding the foregoing restrictions on use, the Department may use the Licensed Software Deliverable on another PU or Site in the following circumstances:

- 1) If the Department determines that a designated PU or Site cannot be used because of equipment or software inoperability, or initiation of a disaster recovery test or a disaster recovery event.
- 2) If the Department designated PU is replaced by a Department, said Department may designate a successor PU and use the Deliverable on that PU regardless of speed and performance. Prior to such other use, Department shall give Supplier written notice of such intended use and such other use shall be subject to Supplier's written consent. Such consent shall not be unreasonably withheld or delayed and shall have no cost or charge to the State associated with it.
- 3) If the Department designated PU is removed to another location, the Department may move any Licensed Software Deliverable and supporting materials to that location which physically replaces the original location. Prior to such moving of any such Deliverable and supporting materials, the Department shall give Supplier written notice of such intended movement and such movement shall be subject to Supplier's written consent. Such consent shall not be unreasonably withheld or delayed and shall have no cost or charge to the State associated with it.

i) The Department may make a maximum of five (5) copies of each Licensed Software Deliverable and a maximum of five (5) copies of the user manuals/documentation and supporting materials for each such software Deliverable and shall have no cost or charge to the State associated with the making of these copies. The Department shall maintain an accurate record of the location of such copies at all time and such record shall be available to Supplier. All such copies shall be subject to the terms and conditions of this Agreement.

4. PROJECT ADMINISTRATOR

a) The Department shall designate a Project Administrator, who may be replaced at the sole discretion of the Department. The Project Administrator shall be the sole authority to act for the Department under this Agreement, solely for any Deliverable(s) initially acquired/installed from the Supplier and such sole authority shall continue to be in effect until successful completion of the Warranty Period. Whenever the Department is required, by terms of this Agreement to provide written notice to the Supplier, such notice must be signed by the Project Administrator or, in that individual's absence or inability to act, such notice shall be signed by the Commissioner of the Department.

b) The milestones and deliverables that are defined in the Invoice Schedule will be recognized for the purposes of payment to the Supplier. For each of these milestones and all associated deliverables, the Supplier will submit a standard State invoice.

c) Any additions to or reductions in the Deliverables and prices for work completed in the performance of the Project Implementation Summary must be executed according to the provisions of Section 5. CHANGE ORDERS.

STATE OF CONNECTICUT
INFORMATION PROCESSING SYSTEMS AGREEMENT

Agreement Reference No. B-03-018

Page 6 of 32

5. CHANGE ORDERS

a) The Department may at any time, with written notice to Supplier, request changes within the general scope of the Project Implementation Schedule. Such changes shall not be unreasonably denied or delayed by Supplier. Such changes may include modification in the functional requirements and processing procedures. Other changes might involve the correction of system deficiencies after the operations phase has begun, or other changes specifically required by new or amended State laws and regulations. Prior to expiration of any Warranty Period, any changes to the Deliverables(s) that are required due to System deficiencies or if the System does not fully perform in accordance with this Agreement, shall be made by Supplier without charge to the Department or the State. Any investigation that is necessary to determine the source of the problem requiring the change shall be done by Supplier at its sole cost and expense.

b) The written change order request shall be issued by the Department. As soon as possible after Supplier receives a written change order request, but in no event later than fifteen (15) calendar days thereafter, the Supplier shall provide the Department with a written statement that the change has no price impact on the Supplier or that there is a price impact, in which case the statement shall include a description of the price increase or decrease involved in implementing the change. The cost or credit to the Department resulting in a change in the work shall specify the total cost by the number of hours or days times the applicable service rate, itemized by each applicable service rate scale, as specified within the Product Schedule.

c) No change order shall become effective, nor shall there be any change in the Project Implementation Summary, until Supplier's receipt of an applicable Letter Order with an accompanying Purchase Order (CO-94) or Purchase Order Change Notice (CO-95). No employee, officer, or representative of the Department, including the Department Project Administrator, or the Supplier shall circumvent the intent of this section.

6. DELIVERY, INSTALLATION & DEINSTALLATION

a) State shall undertake at its own expense to prepare and make available to Supplier the site of installation of any hardware Deliverable in accordance with Supplier furnished Specifications. If preparation for installation has not been completed, the State shall so notify Supplier as soon as possible but no later than ten (10) days prior to the scheduled hardware Deliverable installation date. If the State installation site requirements do not meet Supplier Specifications, the State shall be charged, at prices in effect at the time of the State's order, for any extra work and ancillary materials required to complete installation.

b) Supplier shall provide such pre-installation and post-installation hardware Deliverable compatibility system surveys, consultation, reference manuals and onsite operational training as to facilitate proper installation and operation of all Deliverables. Additional Supplier assistance, if requested by the State and issued in a Letter Order, shall be furnished at the State expense at Supplier's published rates.

c) Supplier represents and warrants that it shall complete installation of the System in accordance with the Project Implementation Summary.

STATE OF CONNECTICUT

INFORMATION PROCESSING SYSTEMS AGREEMENT

Agreement Reference No. B-03-018

Page 7 of 32

d) Department ordered System de-installation, relocation and reinstallation of any System previously installed at a Department site or the Department's designated site shall be at Department's expense according to Supplier's prices mutually agreeable to the Parties.

7. DELIVERABLE EVALUATION & ACCEPTANCE

a) Except as may be stipulated within Section 4. PROJECT ADMINISTRATOR, any Deliverable furnished by Supplier under the terms of this Agreement shall be subject to an evaluation and acceptance period at the Department installation site. For a Deliverable installed by Supplier, said period shall commence on the Department work day next following written Supplier notification to the Department that the Deliverable is installed and ready to undergo evaluation and acceptance testing. The evaluation and acceptance testing is defined as successful execution of the final SAT followed by thirty (30) contiguous days of Deliverable performance and Supplier service which satisfies State criteria specified in Section 9. SOFTWARE MAINTENANCE & SUPPORT and Section 10. HARDWARE MAINTENANCE & SUPPORT. For a Deliverable installed by Department, said period shall commence on the Department workday next following receipt of the Deliverable by Department.

b) Should any Deliverable fail to be satisfactory as specified in Subsection 7.a. due to circumstances beyond Supplier's control, the evaluation and acceptance period then shall be immediately reinitiated or rescheduled at a later date upon mutual agreement between Supplier and Department.

c) Successful completion of the Deliverable evaluation and acceptance period shall be determined by Department and verified on State Form SDP-6 "Data Processing Installation/Removal." The license shall be effective commencing on the State's SDP-6 "Acceptance Date" which shall be considered to be the first workday following the successful Deliverable evaluation and acceptance period. The Department agrees to complete any required Supplier acceptance certificate.

d) If the Department does not accept any Deliverable within sixty (60) days of installation, due to the Deliverable being unsatisfactory as specified in Subsection 7.a., the Department may then release the Deliverable to Supplier and be relieved of all financial obligations therefor.

e) Notwithstanding Subsection 7.c., for any Deliverable under this Agreement, the "Acceptance Date" shall mean the first workday following the successful System evaluation and acceptance period.

8. PAYMENTS & CREDITS

a) The Department shall pay charges for Deliverables shown in each Attachment after receipt of the Supplier's properly documented non disputed invoice. Any such charges for a partial month or period shall be prorated. Charges for licenses shall apply starting with the relevant Acceptance Date; charges for associated services shall apply starting with the relevant dates specified in the pertinent Attachments.

b) Payment of Supplier charges for any license term or license maintenance and support term shall entitle the Department to use the Deliverable, free of any usage charges, at the

STATE OF CONNECTICUT
INFORMATION PROCESSING SYSTEMS AGREEMENT

Agreement Reference No. B-03-018

Page 8 of 32

Department's convenience at any time during the applicable term, excluding the time required for maintenance and support.

c) Supplier may assign any license payments (but not any associated service payments), in whole or in part, upon prior written notice to the Department and compliance with the requirements of the State's Comptroller's Office concerning such assignments. Notwithstanding any such assignment, Supplier agrees that the Department shall quietly have and enjoy use of the Deliverable, free of any repossession or any claims by Supplier or its successors and assigns, subject to the terms and conditions of this Agreement, provided the Department is not in default hereunder. No Deliverable assignment by Supplier shall relieve Supplier of any obligations under this Agreement without prior written Department consent in each such instance.

d) Supplier shall furnish separate invoices for each Letter Order; and each license charge, maintenance and support charge or other charge shall be included as separate line items on such invoices.

e) When the license term specified in the Attachment is less than perpetual, all charges for maintenance and support are included in the periodic license fee.

f) Where the license term specified in the Attachment is perpetual, charges for maintenance and support are as follows:

- 1) If the license fee specified in the Attachment is payable in periodic payments, there shall be no additional charge for maintenance and support during the period for which such periodic payments are payable.
- 2) If the license fee specified in the Attachment is payable in one lump sum, there shall be no additional charge for maintenance and support during the twelve (12) months following the Deliverable Acceptance Date, or during the Warranty Period if applicable.
- 3) For the year after the period for which periodic payments are payable, or twelve (12) months after the Deliverable Acceptance Date or immediately after the Warranty Period if applicable, as the case may be, Supplier shall continue to provide the Department with maintenance and support services provided the Department elects to pay Supplier the applicable maintenance and support charges then in effect.
- 4) For each subsequent year, Supplier's obligation to provide maintenance and support services and Department's obligation to pay the mutually agreeable maintenance and support charges shall be deemed to be automatically renewed unless cancelled in writing by the Department at least thirty (30) days prior to such renewal date.

g) It shall be the responsibility of the Department to pay any charges due hereunder within forty-five days after the receipt of a properly documented non disputed invoice.

h) Failure by the Department to make payment within the forty-five (45) day period after which services have been rendered and an undisputed invoice provided, shall not constitute a default or breach, but rather, shall entitle Supplier to receive interest on the undisputed amount outstanding after said forty-five (45) days in accordance with State of Connecticut statutes.

STATE OF CONNECTICUT
INFORMATION PROCESSING SYSTEMS AGREEMENT

Agreement Reference No. B-03-018

Page 9 of 32

- i) Notwithstanding this Section 8., Invoices for Deliverables shall be paid as follows:
 - 1) The Department shall pay Supplier within forty-five (45) days after Deliverables have been accepted by the Department and a properly documented non disputed invoice in accordance with the Project Implementation Schedule has been received.
 - 2) There shall be a holdback from the monies that are due for each such deliverable accepted by the State as specified in the Project Implementation Schedule. Such holdback shall be released to Supplier as specified in the Project Implementation Schedule.

9. SOFTWARE MAINTENANCE & SUPPORT

a) After acceptance of any software Deliverable by the Department and subject to the terms, conditions, and charges set forth in this Agreement, Supplier represents and warrants that maintenance and support services for any software Deliverable shall be provided to the Department as follows:

- 1) Supplier shall provide such reasonable and competent assistance as necessary to cause the Deliverable to perform in accordance with applicable portions of the Specifications
- 2) Supplier shall provide Improvements which may be available to Supplier to any Deliverable
- 3) Supplier shall update any Deliverable, if and as required, to cause it to operate under new versions or releases of the operating system(s) specified in the Attachment

b) Maintenance and support services shall be provided by the Supplier on an annual basis and shall automatically renew for successive twelve (12) month periods unless thirty (30) days' prior written notice of termination is provided to the Supplier by the Department before the end of the initial term or any renewal term of maintenance and support services.

c) Supplier shall maintain sufficient and competent Deliverable support services staff to satisfy the Supplier obligations specified herein for any Deliverable.

d) Supplier shall have access to any Deliverable to provide required services thereon subject to Department, State, and Federal laws, policies, and regulations.

e) If any Licensed Software Deliverable becomes not usable due to the computer manufacturer's release and the installation of (1) a new PU operating system or (2) an updated version of the present PU operating system or (3) a change to the present PU operating system and the Supplier is unable to provide changes to the Deliverable to cause it to operate according to Specifications within thirty (30) days of written notification by the Department to Supplier of such failure to operate, any such Deliverable so affected shall have its paid maintenance and support period, periodic-payment license period or limited term license period extended an additional period of time equal to the period of time the Deliverable was not usable. If, after the expiration of thirty (30) days from the date of said notification, the Deliverable remains not usable, then the applicable license may be terminated at the option of said Department without further obligation or liability.

STATE OF CONNECTICUT
INFORMATION PROCESSING SYSTEMS AGREEMENT

Agreement Reference No. B-03-018

Page 10 of 32

f) Supplier shall respond to the Department's telephone requests for technical support relative to any installed software Deliverable as set forth in the Product Schedule. Failure to provide reasonable and competent telephone assistance, in the State's sole determination, as set forth in the Product Schedule shall entitle Department to either credit or reimbursement against current charges payable to the Supplier, for a non-perpetual license in the amount of ten percent (10%) of the Supplier's current license fee for each succeeding four (4) hour period that said reasonable and competent assistance is not provided by Supplier. For a perpetual license, the amount shall be 1/6 times the related annual maintenance and support charge, or two (2) times the related monthly maintenance and support charge, as the case may be, whether payable or not by a Department, for each succeeding four (4) hour period that said reasonable and competent assistance is not provided by Supplier.

10. HARDWARE MAINTENANCE & SUPPORT

a) Department shall be responsible for site work external to, but required for, hardware Deliverable installation and for Supplier maintenance time and material costs of hardware Deliverable repairs necessitated by Department misuse or negligence.

b) Supplier shall only be responsible for the consequences of any hardware Deliverable repairs, adjustments, or modifications performed by Supplier or its authorized representatives, however, this provision does not preclude Supplier granting approval for such performance by persons not representing the Supplier.

c) Supplier shall maintain sufficient installed hardware Deliverable support services staff, replacement hardware Deliverable and ancillary equipment to satisfy the preventive and remedial maintenance requirements and Section 11. SYSTEM RELIABILITY.

d) Supplier shall have access to any hardware Deliverable to provide required service thereon subject to Department, State, and Federal laws, policies, and regulations. Supplier shall maintain an on-site hardware Deliverable log to contain brief descriptions of Department reported problems and the associated remedial or scheduled preventive maintenance services performed on any installed hardware Deliverable.

e) Preventive maintenance shall be provided at a time mutually agreeable to Department and Supplier. Preventive maintenance shall conform to the hardware Deliverable manufacturer's recommended schedules and procedures, and may be performed concurrently with remedial maintenance.

f) Supplier shall arrive at the System site as set forth in the Product Schedule upon receipt of Department request.

STATE OF CONNECTICUT
INFORMATION PROCESSING SYSTEMS AGREEMENT

11. SYSTEM RELIABILITY

a) The reliability, at any point in time, of the System shall be determined by the System's operational capability for productive Department use as configured and installed within the agreed operating environment. Continued acceptability of such System performance reliability shall be based on the Department's experienced rate of recoverable and non-recoverable System operating errors or failures that preclude productive Department use of the System according to the agreed requirements and Supplier operating specifications.

b) The required reliability (Computed % Reliability) for the System during any calendar month is ninety-nine percent and one-half percent (99.5%) uptime availability for aforesaid productive Department use, computed as follows:

$$\text{Computed \% Reliability} = \frac{(\text{Available-Time-per-Month}) - (\text{Downtime-per-Month})}{(\text{Available-Time-per-Month})}$$

with Available-Time-per-Month equated to 24 hours times the number of days in the month, which shall be deemed to correspond to POP during each calendar month and Downtime-per-Month equated to those hours of Available-Time-per-Month during which the Department or any specific site is precluded from aforesaid productive System use.

EXAMPLE:

Given: Available-Time-per-Month was 720 hours.

Downtime-per-Month was 3.60 hours.

$$\text{Then: Computed \% Reliability} = \frac{(720 - 3.60)}{720} = 99.5\%$$

c) A given instance of System downtime shall start after receipt by the Supplier of a bona fide Department service request to remedy any operational System deviation, error, or failure condition(s), and end with documented proof by Supplier to the Department that such System status has been fully restored to the applicable agreed operational specifications and made ready for productive Department use. However, the calculated time period of such an instance of System downtime shall exclude the following periods:

- 1) Any nonproductive System use time caused by the Department or the Department's authorized third party
- 2) Any time during which the Department fails to make the System available for Supplier's remedial service

12. SYSTEM WARRANTIES

a) Supplier represents and warrants that the System shall conform to the terms and conditions of this Agreement and Supplier's proposal, and be free from defects in material and workmanship upon acceptance of the System by the Department and for a minimum period of

STATE OF CONNECTICUT
INFORMATION PROCESSING SYSTEMS AGREEMENT

Agreement Reference No. B-03-018

Page 12 of 32

the Warranty Period. Additionally, during the Warranty Period, Supplier shall modify, adjust, repair and/or replace such Deliverable(s), at no charge to Department, as necessary to maintain ongoing System reliability according to Section 11. SYSTEM RELIABILITY.

b) If the ongoing performance of Supplier maintenance and support of the System or if the System does not conform to Section 11. SYSTEM RELIABILITY, the Department shall give Supplier written notice of performance deficiencies. Supplier shall then have not more than a thirty (30) calendar day period to correct the applicable Deliverable deficiency and restore the functioning of the Deliverable and System to a level of operation that meets or exceeds the requirements of this Agreement. If during the Warranty Period such Deliverable or System performance, or service level, continues to fail to meet these specifications, then the Supplier shall be in material default of this Agreement.

c) In addition to as may otherwise be provided in this Agreement, any material default by the Supplier during the Warranty Period, the State may, by written notice to Supplier signed by the Project Administrator, terminate this Agreement.

13. OTHER WARRANTIES

a) Supplier hereby warrants its ownership and/or licensing rights to the software license Deliverables. Unless stated otherwise in an Attachment, Supplier hereby warrants that a software Deliverable installed by Supplier, or installed by the Department in accordance with Supplier's instructions, shall function according to the Specifications on the Acceptance Date for such Deliverable, and that Supplier shall modify and/or replace such Deliverable as necessary to maintain ongoing reliability according to Section 9. SOFTWARE MAINTENANCE & SUPPORT. This latter warranty shall not apply to any software Deliverable deficiency caused by maintenance by a person other than the Supplier or its representative.

b) If the ongoing performance of the software Deliverable does not conform to the Software Maintenance and Support provisions of the Product Schedule, the Department shall give Supplier written notice of performance deficiencies. Supplier shall then have not more than a ten (10) calendar day cumulative cure period per twelve (12) month period to correct such deficiencies. If the cumulative number of days in a twelve (12) month period is exceeded, and said performance continues to be in nonconformance with the Software Maintenance and Support provisions of the Product Schedule, the State may assess a liquidated damage of \$1,000 each business day and the State at its option may thereupon:

- 1) In addition to the options listed below, if during the Warranty Period, terminate this Agreement in accordance with Subsection 12.c.
- 2) Request Supplier to replace said Deliverable at Supplier's expense with a functional Deliverable or competent service.
- 3) Terminate the Deliverable license or service without Department penalty, further obligation or financial liability. In the event of such termination, the Department shall be entitled to damages according to the following schedule:

a. Termination of a lump-sum payment perpetual license:

Period that terminated Deliverable license has been in effect with Acceptance Date in:

STATE OF CONNECTICUT
INFORMATION PROCESSING SYSTEMS AGREEMENT

Agreement Reference No. B-03-018

Page 13 of 32

1st - 12th month:	damages in the amount of 100% of license fee paid
13th - 24th month:	damages in the amount of 75% of license fee paid
25th - 36th month:	damages in the amount of 50% of license fee paid
37th month and over:	damages in the amount of 25% of license fee paid

- b. Termination of associated services or a periodic payment license or a lump-sum payment non-perpetual license:

All fees paid by the Department to the Contractor applicable to the period following default shall be refunded to the Department.

- c) The Supplier neither excludes nor modifies the implied warranties of merchantability and fitness for a particular purpose concerning the Deliverables offered under the terms and conditions of this Agreement.

14. PATENT, COPYRIGHT, LICENSE & PROPRIETARY RIGHTS

a) Supplier hereby grants the Department, at no additional cost, rights to copy and use any patented, copyrighted, licensed or proprietary software Deliverable solely in the pursuit of its own business interests. The Department shall promptly affix to any such copy a reproduction of the patent, copyright, license or proprietary rights information notice affixed to the original Deliverable. The Department shall maintain the confidentiality of any such Licensed Software Deliverable consistent with its privileged nature, and shall not divulge the Deliverable or make it available to any third party, except as may be noted elsewhere in this Agreement. This obligation survives termination of this Agreement.

b) Supplier agrees to indemnify, hold harmless and defend the State and any Department from and against any patent, copyright, license or proprietary rights infringement claim or proceeding pertaining to Department use of any software Deliverable, except where the Department modifies or adapts said Deliverable without Supplier consent. Supplier agrees to satisfy any final award arising from any said claim or proceeding. The State or the Department agrees to give Supplier prompt written notice of any impending said claim or proceeding, and agrees to Supplier's right to conduct any defense thereof.

c) In the event any software Deliverable becomes the actual or prospective subject of any said claim or proceeding, Supplier may, at its discretion:

- 1) Modify the Deliverable or substitute another equally suitable Deliverable (providing such alternative does not degrade the Department's Deliverable dependent performance capability)
- 2) Obtain for said Department the right to continued Deliverable use
- 3) If Deliverable use is prevented by injunction, take back the Deliverable and credit the Department for any charges unearned as a result of enjoined use as follows:
 - a. Where the license specified in the applicable Attachment is less than perpetual, Supplier shall promptly refund the Department the amount of the fees paid to the Supplier for the portion of the applicable term found to be infringing.

STATE OF CONNECTICUT
INFORMATION PROCESSING SYSTEMS AGREEMENT

Agreement Reference No. B-03-018

Page 14 of 32

b. Where the license specified in the applicable Attachment is perpetual:

- (1) Periodic Payment License: Supplier shall promptly refund the Department the amount of the fees paid to the Supplier for the portion of the applicable term found to be infringing.
- (2) Lump-Sum Payment License: Supplier shall promptly refund the Department any Deliverable maintenance and support charges paid by the Department to the Supplier applicable to the infringement period plus a sum computed as follows:

Period that infringing Deliverable license has been in effect with Acceptance Date in:

1st - 12th month:	100% of license fee paid
13th - 24th month:	75% of license fee paid
25th - 36th month:	50% of license fee paid
37th month and over:	25% of license fee paid

d) Supplier shall have no liability for any infringement claim or proceeding based on the Department's use of a Deliverable for which it was neither designed nor intended and Supplier has provided written notification to said Department of such inappropriate use.

15. CONFIDENTIALITY; NONDISCLOSURE

a) All material and information provided to the Supplier by the State or acquired by the Supplier in performance of the Contract whether verbal, written, recorded magnetic media, cards or otherwise shall be regarded as confidential information and all necessary steps shall be taken by the Supplier to safeguard the confidentiality of such material or information in conformance with federal and state statutes and regulations. The Supplier agrees that it is prohibited from releasing any and all information provided by the Department or providers or any information generated by the Supplier without the prior express written consent of the Department.

b) The Department shall exercise at least the same degree of care to safeguard any Licensed Software Deliverable as the Department does its own property of a similar nature and shall take reasonable steps to assure that neither the Licensed Software Deliverable nor any part thereof received by Department under this Agreement shall be disclosed for other than its own business interests. Such prohibition on disclosures shall not apply to disclosures by the Department to its employees or its representatives, provided such disclosures are reasonably necessary to Department's use of the Deliverable, and provided further that Department shall take all reasonable steps to insure that the Deliverable is not disclosed by such parties in contravention of this Agreement.

c) The Department shall use any Licensed Software Deliverable only in the pursuit of its own business interests. The State shall not sell, lease, license or otherwise transfer with or without consideration, any such Deliverable to any third party (other than those non-designated third parties that have need to know and agree to abide by the terms of this Section 15.) or permit any third party to reproduce or copy or otherwise use such Deliverable. The State will not create derivative works, translate, reverse engineer or decompile the Licensed Software Deliverable, in whole or in part, nor create or attempt to create, by reverse engineering or

STATE OF CONNECTICUT
INFORMATION PROCESSING SYSTEMS AGREEMENT

Agreement Reference No. B-03-018

Page 15 of 32

disassembling of the design, algorithms or other proprietary trade secrets of the Deliverable software.

d) Supplier hereby agrees that:

- 1) All Department information exposed or made available to Supplier or its representatives is to be considered confidential and handled as such.
- 2) Any such Department information is not to be removed, altered, or disclosed to others in whole or in part by Supplier and its representatives.
- 3) All Department security procedures shall be adhered to by Supplier and its representatives.

e) It is expressly understood and agreed that the obligations of this Section 15 shall survive the termination of this Agreement.

16. DELIVERABLE REPLACEMENTS & UPGRADES

a) The State may order replacement of any Deliverable license with any other Deliverable license then available to the State. Supplier shall provide the State with a discount or credit according to Supplier's policy then in effect or according to the credit shown below, whichever is greater:

- 1) Replacement Deliverable that was provided by the Supplier under a lump sum payment perpetual license

Period license of replaced Deliverable has been in effect starting with Acceptance Date:

1st - 12th month:	75% of license fee paid shall be credited toward fee for Replacement Deliverable
13th - 24th month:	50% of license fee paid shall be credited toward fee for Replacement Deliverable
25th - 36th month:	25% of license fee paid shall be credited toward fee for Replacement Deliverable
37th month and over:	No credit toward fee for Replacement Deliverable

- 2) Replaced Deliverable that was provided by the Supplier under a periodic payment license:

License fee payments for a replaced Deliverable shall terminate on the Acceptance Date of the replacement Deliverable.

- 3) Replaced Deliverable that was provided by the Supplier under a lump-sum payment non-perpetual license:

There shall be a prorated adjustment of the license fee payment for a replaced Deliverable as of the Acceptance Date of the replacement Deliverable.

b) The license fee for any replacement Deliverable applies commencing on the Acceptance Date of such Deliverable.

STATE OF CONNECTICUT
INFORMATION PROCESSING SYSTEMS AGREEMENT

Agreement Reference No. B-03-018

Page 16 of 32

c) Supplier shall keep current any installed Deliverable that it has supplied throughout its license term by delivering, at no cost or expense to a Department, the most current release of said Deliverable to the Department, provided that said Department has paid or will pay the most recent applicable annual maintenance charges.

17. RISK OF LOSS & INSURANCE

a) The Department shall not be liable to Supplier for any risk of Deliverable loss or damage while Deliverable is in transit to or from a Department installation site, or while in a Department's possession, except when such loss or damage is due directly to Department negligence.

b) In the event Supplier employees or agents enter premises occupied by or under control of a Department in the performance of their responsibilities, Supplier shall indemnify and hold said Department harmless from and defend it against any loss, cost, damage, expense or liability by reason of tangible property damage or personal injury, of any nature or any kind, caused by the performance or act of commission or omission of said employees or agents. Without limiting the foregoing, Supplier shall maintain public liability and property damage insurance within reasonable limits covering the obligations contained herein, and shall maintain proper workers' compensation insurance in accordance with Section 37. WORKERS' COMPENSATION.

18. DELIVERABLE ALTERATIONS

a) Alterations of any hardware Deliverable may be made only with the prior written consent of Supplier and/or manufacturer. Such consent shall not be unreasonably withheld or delayed and shall be provided without cost to customer or Department.

b) If any Deliverable Alteration interferes with the normal and satisfactory operation or maintenance and support of any Deliverable or increases substantially the costs of maintenance and support thereof or creates a safety hazard, the Department shall, upon receipt of written notice from Supplier, promptly restore the Deliverable to its pre-altered condition.

c) Any Alteration of a Licensed Software Deliverable by the Department without prior written consent of Supplier shall void the obligations of Supplier under Section 9. SOFTWARE MAINTENANCE & SUPPORT for the Deliverable. Supplier shall indicate in any prior written consent, which parts of the Deliverable being altered will continue to be subject to Section 9. SOFTWARE MAINTENANCE & SUPPORT and which will not. The State understands and agrees that Supplier may develop and market a new or substantially different product that either uses or performs all or part of the functions performed by an installed Deliverable or System. Nothing contained in this Agreement gives the State any rights, with respect to such new or different product, not granted to other product users.

STATE OF CONNECTICUT
INFORMATION PROCESSING SYSTEMS AGREEMENT

Agreement Reference No. B-03-018

Page 17 of 32

19. LIMITATION OF LIABILITY

a) In no event shall either party be liable for special, indirect, or consequential damages except as may otherwise be provided for in this Agreement. Except in cases of (i) negligence, (ii) intentional misconduct or (iii) actions resulting in injury or death to any person, in no event shall either party's responsibility for any damages arising hereunder exceed two times the total value of this Agreement.

b) Supplier shall indemnify, defend and hold harmless the Department and the State from and against all:

- 1) Actions, suits, claims, investigations or legal or administrative or arbitration proceedings pending or threatened, whether at law or in equity in any forum (collectively, "Claims") arising, from the negligence, recklessness, intentional misconduct, or breach of any obligation hereunder (collectively, the "Acts") by the Supplier or any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or any other person or entity with whom the Supplier is in privity of oral or written contract (collectively, "Supplier Parties")
- 2) Liabilities arising in connection with this Agreement, out of the Supplier's or Supplier Parties' Acts concerning its or their duties and obligations as set forth in this Agreement
- 3) Damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, that may arise out of such Claims and/or liabilities for bodily injury and/or property damage

20. FORCE MAJEURE

Neither party shall be responsible for delays or failures in its obligations herein due to any cause beyond its reasonable control. Such causes shall include, but not be limited to, strikes, lockouts, riot, sabotage, rebellion, insurrection, acts of war or the public enemy, unavailable raw materials, telecommunication or power failure, fire, flood, earthquake, epidemics, natural disasters, terrorist acts and acts of God.

21. SOURCE CODE ESCROW

a) Supplier agrees to store their own intellectual property, at the expense of the Department, during the term of this Agreement at a third party site, as set forth in the pricing provided by the supplier, a copy of the most current source code, and any documentation and written instructions required to interpret said source code, for all Licensed Software Deliverables. Said third party site, source code, documentation and instructions will be affirmed to the Department in writing by Supplier within fourteen (14) days of a request of the Department. Supplier shall immediately arrange for the surrender of such source code, documentation and instructions to Department:

- 1) If Supplier becomes insolvent or commits any act of bankruptcy or makes a general assignment for the benefit of creditors;

OR

STATE OF CONNECTICUT
INFORMATION PROCESSING SYSTEMS AGREEMENT

Agreement Reference No. B-03-018

Page 18 of 32

2) If Supplier or its successors or assignees discontinues support of the Deliverables for any reason.

b) Supplier shall arrange so that the Department shall have the right at any time to contact the so identified third party and shall also arrange so the Department's audit personnel shall have full and free access to examine any such source code, documentation and written instructions for the purposes of ascertaining the existence of the source code and related documentation and instructions and for the verification of the continued validity of the instructions from the Supplier to the third party to release the source code, documentation and instructions to the Department under the circumstances specified in this section.

c) In no event shall a Department use the source code, documentation and written instructions for purposes other than satisfying Department needs. Title to any source code released to the State in compliance with this Section 21. shall remain with Supplier and the State shall continue to treat the released materials as valuable and proprietary trade secret information of Supplier in accordance with the terms of this Agreement, which terms shall expressly survive the termination or expiration of this Agreement. The State agrees that any released source code shall be used solely for the business purposes of Department and shall not be disclosed to any third party pursuant to this Agreement.

22. REMEDIES AND LIQUIDATED DAMAGES

22.1. Understanding and Expectations

The Supplier agrees and understands that the Department or the State may pursue contractual remedies for both programmatic and financial noncompliance. The Department, at its discretion, may impose or pursue one or more remedies for each item of noncompliance and will determine sanctions on a case-by-case basis. The Department's pursuit or non-pursuit of a tailored administrative remedy shall not constitute a waiver of any other remedy that the Department may have at law or equity. The remedies described in this Section are directed to the Supplier's timely and responsive performance of the Deliverables.

22.2. Administrative Remedies

a) Supplier responsibility for improvement: The Department expects the Supplier's performance to continuously meet or exceed performance criteria over the term of this Agreement. Accordingly, Supplier shall be responsible for ensuring that performance for a particular activity or result that fails to meet the requirements of the Project Implementation Summary or this Agreement must improve within thirty (30) days of written notice from the Department regarding the deficiency.

b) Notification and interim response: If the Department identifies areas of Supplier performance that fail to meet performance expectations, standards, or schedules, but which, in the determination of the Department, do not result in a material delay in the implementation or operation of the System, the Department will notify Supplier of such deficiency or exception. Supplier shall within three (3) business days of receipt of written notice of such a non-material deficiency, provide the Department Project Manager a written response that

1) Explains the reasons for the deficiency, the Supplier's plan to address or cure the deficiency, and the date and time by which the deficiency will be cured, or

STATE OF CONNECTICUT
INFORMATION PROCESSING SYSTEMS AGREEMENT

Agreement Reference No. B-03-018

Page 19 of 32

2) If Supplier disagrees with the Department's findings, its reasons for disagreeing with the Department's findings. Supplier's proposed cure of a non-material deficiency is subject to the approval of the Department. Supplier's repeated commission of non-material deficiencies or repeated failure to resolve any such deficiencies may be regarded by the Department as a material deficiency and entitle the Department to pursue any other remedy provided in this Agreement or any other appropriate remedy the Department may have at law or equity.

c) Corrective Action Plan: the Department may require the Supplier to submit to the Department a detailed written plan (the "Corrective Action Plan") to correct or resolve the deficiency. The Corrective Action Plan must provide a detailed explanation of the reasons for the cited deficiency, the Supplier's assessment or diagnosis of the cause, and a specific proposal to cure or resolve the deficiency. The Corrective Action Plan must be submitted within ten (10) business days following the request for the plan by the Department and is subject to approval by the Department, which approval shall not unreasonably be withheld. Notwithstanding the submission and acceptance of a Corrective Action Plan, Supplier remains responsible for achieving all oral and written performance criteria. The acceptance of a Corrective Action Plan under this Section shall not excuse prior substandard performance, relieve Supplier of its duty to comply with performance standards, or prohibit the Department from assessing additional remedies or pursuing other approaches to correct substandard performance.

d) Additional remedies: the Department at its own discretion may impose one or more of the following remedies for each item of noncompliance or sub-standard performance and will determine the scope and schedule of the remedy on a case-by-case basis. Both Parties agree that a state or federal statute, rule, regulation or guideline will prevail over the provisions of this Section unless the statute, rule, regulation, or guidelines can be read together with this Section to give effect to both.

- 1) Corrective Action Plans
- 2) Additional, more detailed, financial, programmatic and/or ad hoc reporting by the Supplier, at no cost to the Department, to address performance issues
- 3) Pass-through of a proportional share of federal disallowances and sanctions/penalties imposed on the State and resulting from the Supplier's performance or non-performance under this Agreement
- 4) Assess liquidated damages pursuant to Section 22.3., below, and deduct such damages against Supplier payments as set-off

The Department will formally notify the Supplier of the imposition of an administrative remedy in accordance with paragraph (b) of this Section. Supplier is required to file a written response to such notification in accordance with paragraph (b) of this Section.

e) Review of administrative remedies: Supplier may request a review of the imposition of the foregoing remedies. Supplier must make the request for review in within ten (10) business days of receipt of written notification of the imposition of a remedy by the Department.

22.3. Liquidated Damages

STATE OF CONNECTICUT
INFORMATION PROCESSING SYSTEMS AGREEMENT

Agreement Reference No. B-03-018

Page 20 of 32

The liquidated damages prescribed in this section are not intended to be in the nature of a penalty, but are intended to be reasonable estimates of the State's projected financial loss and damage resulting from the Supplier's nonperformance, including financial loss as a result of project delays. Accordingly, in the event Supplier fails to perform in accordance with this Agreement, the State may assess liquidated damages as provided in this Section.

a) **Failure to Provide Deliverables:** In the event the Supplier fails to provide Deliverables in accordance with the Project Implementation Summary, the State may assess a liquidated damage of \$1,000 each business day of such failure. Liquidated damages assessed pursuant to this paragraph shall not exceed five percent (5%) of all amounts then currently payable to Supplier, or \$5,000, whichever is greater

b) **Failure to Return to Normal Operating Condition:** In the event the System is not in normal operating condition for reasons other than those constituting Force Majeure, or the introduction of a software virus, and Supplier fails to return the System to normal operating condition, or activate interim manual operations as per the business and technical requirements, within four (4) hours following notification, the Department may assess a liquidated damage of \$1,000 per hour beyond the four (4) hours that the System is not in normal operating condition. If the inoperability of the System is caused by the introduction of a software virus, the damages specified in paragraph (c) of this section shall apply. Liquidated damages assessed pursuant to this paragraph shall not, for any given event where the System is not in normal operating condition, exceed 100% of all amounts then currently payable to Supplier, or \$60,000, whichever is greater

c) **Introduction of Software Virus:** In the event Supplier introduces any software virus into the System or any other Department or state or federal agency system, the Department may assess a liquidated damage of \$5,000 per incident. Should the software virus cause system downtime, failure to return the system to normal operating condition within four (4) hours will result in liquidated damages of \$5,000 per hour beyond the initial four hours. Should a software virus introduced by the Supplier cause any other State system downtime, this shall be considered a separate incident and liquidated damages will be assessed at a rate of \$5,000 per hour of downtime for each State system. Supplier shall additionally bear the cost of all claims, judgments, legal fees, and associated costs due to Supplier negligence, misconduct, security breach or any other cause hereunder that is directly attributable to the Supplier. Liquidated damages assessed pursuant to this paragraph shall not, for each event or incident, exceed 100% of all amounts then currently payable to Supplier, or \$300,000, whichever is greater

d) **Supplier's Responsibility for Substandard Performance:** The Supplier shall be responsible for ensuring that performance for a particular activity or result that falls below the Project Implementation Summary, or this Agreement, must improve within thirty (30) days of the first assessment of liquidated damages for that activity or result. In the event the Supplier's performance continues to be unacceptable following the assessment of a liquidated damage and implementation of a Corrective Action Plan, the Department may in its discretion impose a lump sum liquidated damage of \$10,000 for each month that the Supplier's performance fails to improve. This remedy shall be a separate remedy above and beyond any other remedies the Department may have at law or equity, including Termination.

STATE OF CONNECTICUT
INFORMATION PROCESSING SYSTEMS AGREEMENT

Agreement Reference No. B-03-018

Page 21 of 32

e) Right to Terminate on Failure to Cure: If the Supplier fails to cure any noncompliance or nonperformance related to an assessment of liquidated damages, within five (5) POP days, the State may terminate this Agreement pursuant to the Termination sections, herein

f) Supplier responsibility for associated costs:

- 1) If the State terminates this Agreement pursuant to this Section, Supplier shall be responsible to the State for all costs incurred by the State that are reasonably attributable to the Supplier's non-compliance or substandard performance, including costs to replace the Supplier and procure related products and services
- 2) Supplier shall bear the cost of all claims, judgments, legal fees, and associated costs due to negligence, misconduct, security breach or any other cause that is directly attributable to the Supplier's performance under this Agreement

g) Cap on damages: Damages imposed pursuant to this Agreement shall not in the aggregate exceed 100% of the Total Project Cost of this Agreement

h) Method of Payment: The State may elect to assess a liquidated damage directly to the Supplier, or it may deduct amounts assessed as liquidated damages as set-off against payments then due to the Supplier or which become due at any time thereafter

23. TERMINATION OF AGREEMENT

This Section 23. TERMINATION OF AGREEMENT shall become effective upon approval of this Agreement and shall survive until successful completion of the Warranty Period. During the time this Section 23. remains in force, this Agreement shall be subject to termination according to the following and as otherwise provided in this Agreement:

a) Mutual Agreement

This Agreement may be terminated by mutual agreement, in writing, of the parties. The effective date of such termination and the responsibilities of the parties shall be set forth as a part of that Agreement.

b) Default by the Supplier

The State may, by written notice to Supplier, signed by the Project Administrator, terminate the Supplier's right to proceed under this Agreement if the Supplier:

- 1) Materially fails to perform the services within the time specified or any extension thereof; or
- 2) So fails to make progress as to materially endanger performance specified in this Agreement in accordance with its terms; or
- 3) Otherwise fails to perform any other material provisions of this Agreement; provided, however, that in such event the State, through the Project Administrator, shall give the Supplier at least thirty (30) days' prior written notice

Termination for default at the option of the State shall be effective thirty (30) days after receipt of such notice, unless the Supplier corrects said failure(s) within thirty (30) days after receipt by the Supplier of such written notice. In the event of such Agreement

STATE OF CONNECTICUT
INFORMATION PROCESSING SYSTEMS AGREEMENT

Agreement Reference No. B-03-018

Page 22 of 32

termination, the Supplier shall reimburse Department of all monies paid by Department to Supplier under this Agreement and Supplier shall be liable to compensate the Department for any additional costs reasonably incurred by the Department in obtaining such services; provided that the failure to perform under this Agreement which results in termination pursuant to this Subsection 22.b. arises out of cause or causes other than those described in Section 20. FORCE MAJEURE.

c) Termination by the Project Administrator

The Project Administrator, by sixty (60) days' prior written notice to the Supplier, may terminate performance of work under this Agreement, in whole or in part, when it is in the best interest of the Department to do so. In the event of such termination, the Supplier will be compensated by Department for work performed prior to such termination date and for all reasonable costs to which the Supplier has, out of necessity, obligated itself as a result of this Agreement.

24. TERMINATION OF LETTER ORDERS

In addition to as otherwise may be provided in this Agreement, the Department may terminate early and without penalty, and without default on the part of the Supplier, any license or associated service on any Attachment by releasing Supplier from further responsibility to provide the Deliverable, under the following conditions:

a) Termination in the Interest of Department

Upon thirty (30) days' prior written notice to Supplier, a Department may terminate any service and/or applicable Letter Order(s), in whole or in part, when it is in the best interest of the Department to do so. In the event such termination pertains to associated service, the Supplier will be compensated for all work performed prior to and including such termination date.

b) Lack of Continued Funding

Upon ninety (90) days' written notice to Supplier, a Department may terminate any Deliverable license or associated service as of the first day of the period for which sufficient funds to meet its obligations under this Agreement are not appropriated or allocated. The Department shall pay any Deliverable charges due prior to the non-funded period. If the necessary funding becomes available within ninety (90) days of such termination, Department and Supplier agree to resume said license or associated service, upon such funding becoming available, under the terms applicable to such license or associated service just prior to termination, unless such resumption is mutually declined.

Upon the termination of any such Deliverable license, the license and all other rights granted hereunder to the Department shall immediately cease, and said Department shall immediately upon receipt of written request from Supplier:

a) Return the Deliverable to Supplier; and

b) Purge all copies of the Deliverable or any portion thereof from all PU's and from any computer storage medium or device on which the Department has placed Deliverable.

STATE OF CONNECTICUT
INFORMATION PROCESSING SYSTEMS AGREEMENT

Agreement Reference No. B-03-018

Page 23 of 32

25. GENERAL PROVISIONS

a) Section headings and document titles used in this Agreement are included for convenience only and shall not be used in any substantive interpretation of this Agreement.

b) If any term or condition of this Agreement is decided by a proper authority to be invalid, the remaining provisions of the Agreement shall be unimpaired and the invalid provision shall be replaced by a provision which, being valid, comes closest to the intention underlying the invalid provision.

c) The terms of all Deliverable(s), maintenance service rates/pricing, and associated offerings in this Agreement are equivalent to or better than those for same Supplier offerings to any other state or local government customer under like terms and conditions. If during the life of this Agreement Supplier provides more favorable terms for said offerings to another such customer, this Agreement shall thereupon be deemed amended to provide same to the State.

d) The failure at any time by either party to this Agreement to require performance by the other party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. The waiver by either party of a breach of any such provision shall not constitute a waiver of the provision itself, unless such a waiver is expressed in writing and signed by a duly authorized representative of the waiving party.

e) In any case where the consent or approval of either party is required to be obtained under this Agreement, such consent or approval shall not be unreasonably withheld or delayed. No such consent or approval shall be valid unless in writing and signed by a duly authorized representative of that party. Such consent or approval shall apply only to the given instance, and shall not be deemed to be a consent to, or approval of, any subsequent like act or inaction by either party.

f) This Agreement shall be deemed to have been made in the State of Connecticut and shall be governed in all respects by the laws of said State without giving effects to its conflicts of laws provisions.

g) The Department agrees not to remove or destroy any proprietary markings or proprietary legends placed upon or contained within any Deliverable.

h) Except as may be otherwise provided for in this Agreement, the Department shall not assign, mortgage, alter, relocate or give up possession of any lease Deliverable or Licensed Software Deliverable without the prior written consent of Supplier.

i) If the Department desires to obtain a version of the Licensed Software Deliverable that operates under an operating system not specified in the Attachment, Supplier shall provide said Department with the appropriate version of the Deliverable, if available, on a 60-day trial basis without additional charge, provided a Department has paid all applicable maintenance and support charges then due. At the end of the 60-day trial period, a Department must elect one of the following three options:

- 1) Department may retain and continue to use the old version of the Deliverable and return the new version to Supplier and continue to pay the applicable license fee and maintenance and support charge for the old version;

OR

STATE OF CONNECTICUT
INFORMATION PROCESSING SYSTEMS AGREEMENT

Agreement Reference No. B-03-018

Page 24 of 32

2) Department may retain and use the new version of the Deliverable and return the old version to Supplier, provided that any difference in the applicable license fee and maintenance and support charge for the new version and such fee and charge for the old version is paid or refunded to the appropriate party;

OR

3) Department may retain and use both versions of the Deliverable, provided Department pays Supplier the applicable license fees and maintenance and support charges for both versions of the Deliverable.

j) Supplier covenants and agrees that it will not, without prior written consent from the State, make any reference to the Department or the State in any of Supplier's advertising or news releases.

k) Any Deliverable developed under this Agreement shall be the sole property of the State and the State shall have sole proprietary rights thereto. Supplier acknowledges and agrees that any program, process, equipment, proprietary know-how or other proprietary information or technology (and all associated documentation) that is produced or is the result of Supplier's performance of any work under this Agreement shall be owned solely by the State upon creation and Supplier shall have no rights in such property and Supplier agrees to execute any and all documents or to take any actions which may be necessary to fully effectuate the terms and conditions of this Section.

l) Notwithstanding the foregoing, the State grants Supplier rights to use, sell, distribute and incorporate within Suppliers Deliverable base any and all programs, processes, proprietary know-how and other proprietary information or technology (and all associated documentation) that Supplier produces or that is the direct result of Supplier's performance of any work under this Agreement. Such rights will result in a royalty payment to the State in the amount of 40% of charges attributable to the sale of such portion of programs, processes, proprietary know-how and other proprietary information or technology (and all associated documentation) excepting therefrom any sale between Supplier and any Local, State, Federal Government, including agency or political subdivision thereof to which no charge will apply. This royalty payment will cease on the five-year anniversary date of this Agreement. Supplier will submit to the State an annual report itemizing such charges, if any, and accompanying the report with a check made payable to "Treasurer State of Connecticut" in the amount of the royalty fees due the State. Such report will be sent to the notice address in Section 28. COMMUNICATIONS of this Agreement.

m) The following items are hereby incorporated into this Agreement by reference:

- 1) The RFP No. #023-A-25-7012 issued on October 22nd, 2002.
- 2) Amendment #1 issued on November 6, 2002.
- 3) Amendment #2 issued on November 20, 2002.
- 4) Amendment #3 issued on November 27, 2002.
- 5) Supplier Proposal dated January 3, 2003.
- 6) State Request for Clarification to Supplier provided February 21, 2003.
- 7) Supplier Letter of Clarification to State dated March 3, 2003.
- 8) State Request for Clarification to Supplier provided dated March 25, 2003.
- 9) Supplier Letter of Clarification to State dated March 25, 2003.

STATE OF CONNECTICUT
INFORMATION PROCESSING SYSTEMS AGREEMENT

Agreement Reference No. B-03-018

Page 25 of 32

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- 10) State Request for Clarification to Supplier dated March 28, 2003.
 - 11) Supplier Letter of Clarification to State dated March 28, 2003.
 - 12) State Request for Clarification to Supplier provided May 9, 2003.
 - 13) Supplier Letter of Clarification to State dated May 21, 2003.
 - 14) Supplier Letter of Clarification to State dated May 28, 2003.
 - 15) Supplier Letter of Clarification to State dated June 17, 2003.
 - 16) Supplier Letter of Clarification to State dated June 30, 2003.
 - 17) Supplier Letter of Clarification to State dated July 21, 2003.
 - 18) Supplier Letter of Clarification to State dated September 3, 2003.

n) Neither Department nor Supplier shall employ an employee of the other party to this agreement for a period of one year after separation of that employee from the payroll of the other party or from the termination or expiration of this contract, whichever is later.

o) The State, or any of its duly authorized representatives, shall have access to any books, documents, papers and records of the Supplier, which are directly pertinent to the work to be performed under this contract, for the purpose of making audits, examinations, excerpts and transcriptions.

p) Time is of the essence: In consideration of the time limits for compliance with State law and Department procedures, time is of the essence on the performance of the Services under this Agreement

26. ORDER OF PRECEDENCE

In the event of conflict of terms and conditions between or among the RFP, the Supplier proposal and this Agreement, the order of precedence is:

- 1) This Agreement Reference No. B-03-018 and all Attachments thereto.
- 2) Supplier Clarifications dated March 3, 2003, March 25, 2003, March 28, 2003, May 21, 2003, May 28, 2003, June 17, 2003, June 30, 2003, July 21, 2003, and September 3, 2003.
- 3) The Supplier's Proposal dated January 3, 2003, in response to the State's RFP.
- 4) The RFP.

27. YEAR 2000 AND OTHER DATE COMPLIANCE

a) The Supplier warrants that the system as a whole and each component of it, as applicable, is compliant with Year 2000 (Y2K) and all other dates, as specified in the business and technical requirements of the RFP.

Notwithstanding any provision to the contrary in any Supplier warranty or warranties, the remedies available to the State under this Year 2000 warranty shall include repair or replacement of any element of the System whose non-compliance with the Year 2000 warranty is discovered and made known to the Supplier in writing. This warranty remains in effect through December 31, 2000 or 365 days following the Warranty Period of this agreement, whichever is later.

Nothing in this warranty shall be construed to limit any rights or remedies the State may otherwise have under this contract with respect to defects other than Year 2000 compliance.

STATE OF CONNECTICUT
INFORMATION PROCESSING SYSTEMS AGREEMENT

Agreement Reference No. B-03-018

Page 26 of 32

In addition, the Supplier warrants that elements of the System modified or remediated to achieve Year 2000 compliance will remain unaffected with respect to their functioning or performance except for processing and exchanging date/time data. The Supplier warrants that Deliverables not being modified or remediated directly will remain unaffected with respect to their normal functioning or performance.

28. COMMUNICATIONS

Unless notified otherwise by the other party in writing, correspondence, notices, and coordination between the parties to this Agreement as to general business matters or the terms and conditions herein should be directed to:

State: Connecticut Department of Information Technology
Contracts & Purchasing Division
101 East River Drive
East Hartford, CT 06108

Supplier: As stated in page one of this Agreement.

Details regarding Supplier invoices and all technical or day-to-day administrative matters pertaining to any Deliverable should be directed to:

Department: The individual specified in the applicable Letter Order

Supplier: The individual designated by Supplier in the Proposal or other response to the RFP issued by the State.

Notices sent by United States mail with postage prepaid shall become effective when mailed.

29. NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS

This section is inserted in this contract in connection with Subsection (a) of Section 4a-60 of the General Statutes of Connecticut, as revised.

a) For the purposes of this section:

1) "Minority business enterprise" means any small Supplier 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:

a. Who are active in the daily affairs of the enterprise

b. Who have the power to direct the management and policies of the enterprise

c. Who are members of a minority, as such term is defined in Subsection (a) of Conn. Gen. Stat. Section 32-9n; and "good faith" means the 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

2) "Commission" means the commission on human rights and opportunities

STATE OF CONNECTICUT
INFORMATION PROCESSING SYSTEMS AGREEMENT

Agreement Reference No. B-03-018

Page 27 of 32

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- 3) "Public works contract" means any agreement between any individual, firm or corporation and the state or any political subdivision of the state 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, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees
- b) The Supplier agrees and warrants that in the performance of the contract:
- 1) Supplier 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 Supplier 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 Supplier 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 Supplier that such disability prevents performance of the work involved.
 - 2) In all solicitations or advertisements for employees placed by or on behalf of the Supplier, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission.
 - 3) To provide each labor union or representative of workers with which Supplier has a collective bargaining agreement or other contract or understanding and each Supplier with which Supplier has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Supplier's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment.
 - 4) To comply with each provision of this section and Conn. Gen. Stat. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. Sections 46a-56, 46a-68e and 46a-68f.
 - 5) 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 Supplier as relate to the provisions of this section and Conn. Gen. Stat. Section 46a-56. If the contract is a public works contract, the Supplier 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) Determination of the Supplier's good faith efforts shall include but shall not be limited to the following factors: The Supplier'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.

STATE OF CONNECTICUT
INFORMATION PROCESSING SYSTEMS AGREEMENT

Agreement Reference No. B-03-018

Page 28 of 32

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

e) The Supplier 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 the state and such provisions shall be binding on a subcontractor, Supplier or manufacturer unless exempted by regulations or orders of the commission. The Supplier 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. Section 46a-56; provided, if Supplier becomes involved in, or is threatened with, litigation with a subcontractor or Supplier as a result of such direction by the commission, the Supplier 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) The Supplier agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

30. NONDISCRIMINATION PROVISIONS REGARDING SEXUAL ORIENTATION

This section is inserted in this contract in connection with Subsection (a) Section 4a-60a of the General Statutes of Connecticut, as revised.

a) The Supplier agrees and warrants that in the performance of the contract:

- 1) Supplier 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) To provide each labor union or representative of workers with which Supplier has a collective bargaining agreement or other contract or understanding and each Supplier with which Supplier 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 Supplier's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment
- 3) To comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56 of the general statutes
- 4) 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 Supplier which relate to the provisions of this section and section 46a-56 of the general statutes.

b) The Supplier shall include the provisions of Subsection a of this section 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, Supplier or manufacturer unless exempted by regulations or orders of the commission. The Supplier shall take such action with

STATE OF CONNECTICUT
INFORMATION PROCESSING SYSTEMS AGREEMENT

Agreement Reference No. B-03-018

Page 29 of 32

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 of the general statutes; provided, if Supplier becomes involved in, or is threatened with, litigation with a subcontractor or Supplier as a result of such direction by the commission, the Supplier 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.

c) The Supplier agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

31. EXECUTIVE ORDER NO. THREE

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be cancelled, 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 contract. The parties to this contract, 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 contract is completed or terminated prior to completion.

The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.

32. EXECUTIVE ORDER NO. SIXTEEN

This contract is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, this contract may be canceled, terminated or suspended by the contracting agency for violation of or noncompliance with said Executive Order No. Sixteen.

The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Sixteen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting State shall have jurisdiction in providing its employees a reasonably safe and healthy working environment, free from intimidation, harassment, threats, and /or violent acts.

33. EXECUTIVE ORDER NO. SEVENTEEN

This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be cancelled, 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 a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen

STATE OF CONNECTICUT
INFORMATION PROCESSING SYSTEMS AGREEMENT

Agreement Reference No. B-03-018

Page 30 of 32

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.

34. REPORTS TO THE AUDITORS OF PUBLIC ACCOUNTS

This contract is subject to the provisions of §4-61dd Connecticut General Statutes. In accordance with this section any person having knowledge of any matter involving corruption, violation of state or federal laws or regulations, gross waste of funds, abuse of authority or danger to the public safety occurring in any large state contract, may transmit all facts and information in his possession concerning such matter to the Auditors of Public Accounts. In accordance with subsection (e) if an officer, employee or appointing authority of a large state 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 the Auditors of Public Accounts or the Attorney General under the provisions of this section, 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 the contract. 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 executive head of the state or quasi- public agency may request the Attorney General to 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) each large state contractor shall post a notice of the provisions of this section relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor.

35. CONNECTICUT GENERAL STATUTES, § 1-200 AND 1-218

Each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (2) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the general statutes.

36. GENERAL STATUTES SECTION 4d-44

The provisions of Section 4d-44 of the Connecticut General Statutes concerning continuity of systems in the event of expiration or termination of contracts, amendments or default of the contractor are incorporated herein by way of reference.

Sec. 4d-44. Continuity of systems in event of expiration or termination of contract, amendment or subcontract or default of contractor or subcontractor. Each contract, subcontract or amendment to a contract or subcontract shall include provisions ensuring continuity of state agency information system and telecommunication system facilities, equipment and services, in the event that work under such contract,

STATE OF CONNECTICUT
INFORMATION PROCESSING SYSTEMS AGREEMENT

Agreement Reference No. B-03-018

Page 31 of 32

subcontract or amendment is transferred back to the state or transferred to a different contractor, upon the expiration or termination of the contract, subcontract or amendment or upon the default of the contractor or subcontractor. Such provisions shall include, but not be limited to, (1) procedures for the orderly transfer to the state of (A) such facilities and equipment, (B) all software created or modified pursuant to the contract, subcontract or amendment, and (C) all public records, as defined in section 4d-33, which the contractor or subcontractor possesses or creates pursuant to such contract, subcontract or amendment, and (2) procedures for granting former state employees who were hired by such contractor or subcontractor the opportunity for reemployment with the state.

The parties agree to enter into an amendment to this Agreement in order to comply with these provisions.

37. WORKERS' COMPENSATION

Contractor agrees to carry sufficient workers' compensation and liability insurance in a company, or companies, licensed to do business in Connecticut, and furnish certificates if required.

38. ENTIRETY OF AGREEMENT

This Agreement includes the SIGNATURE PAGE OF AGREEMENT. To the extent the provisions of the previously mentioned Deliverable Pricing Schedule, the Project Implementation Summary, the Project Implementation Schedule and any aforementioned Attachment do not contradict the provisions of Sections 1 through 37 of this Agreement, said documents are incorporated herein by reference and made a part hereof as though fully set forth herein. This Agreement, as thus constituted, contains the complete and exclusive statement of the terms and conditions agreed to by the parties hereto and shall not be altered, amended, or modified except in writing executed by an authorized representative of each party.

THE REMAINDER OF THIS PAGE IS PURPOSELY LEFT BLANK

STATE OF CONNECTICUT
INFORMATION PROCESSING SYSTEMS AGREEMENT

Agreement Reference No. B-03-018

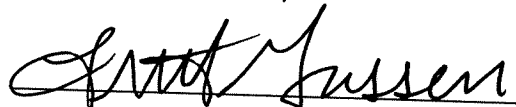
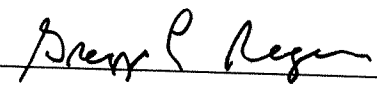
Page 32 of 32

39. SIGNATURE PAGE OF AGREEMENT

This Agreement is entered into by authority of Sections 4d-2, 4d-5 and 4d-8 of the General Statutes.

APPROVED:

FOR: MAXIMUS, INC. FOR: STATE OF CONNECTICUT

BY:  BY: 

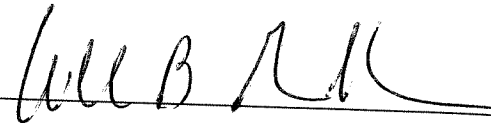
NAME: Thomas Grissen NAME: Gregg P. Regan

TO TITLE: ^{SBU} President & General TITLE: Chief Information Officer
12-2203 Manager

Department of Information Technology
Contracts & Purchasing Division

DATE: 9/12/03 DATE: Sept 23, 2003

APPROVED AS TO FORM:


Attorney General of the State of Connecticut
Assoc. Atty. General

DATE 10/16/03

PRODUCT SCHEDULE

POSITION/POSITION DESCRIPTION	HOURLY RATE BY FISCAL YEAR					
	2002-2003	2003-2004	2004-2005	2005-2006	2006-2007	2007-2008
Project Manager	\$ 162.71	\$ 170.85	\$ 179.39	\$ 188.36	\$ 197.78	\$ 207.67
Deputy Project Manager	\$ 194.51	\$ 204.24	\$ 214.45	\$ 225.17	\$ 236.43	\$ 248.25
XN2 / XMR Product Experts	\$ 240.87	\$ 252.91	\$ 265.56	\$ 278.84	\$ 292.78	\$ 307.42
Business Expert	\$ 190.70	\$ 200.23	\$ 210.24	\$ 220.75	\$ 231.79	\$ 243.38
Integration Expert	\$ 168.68	\$ 177.11	\$ 185.97	\$ 195.27	\$ 205.03	\$ 215.28
Technical Architect	\$ 172.05	\$ 180.65	\$ 189.68	\$ 199.16	\$ 209.12	\$ 219.58
Technical Managers	\$ 125.16	\$ 131.42	\$ 137.99	\$ 144.89	\$ 152.13	\$ 159.74
Oracle Designers / Developers	\$ 71.43	\$ 75.00	\$ 78.75	\$ 82.69	\$ 86.82	\$ 91.16
Database Administrator	\$ 187.19	\$ 196.55	\$ 206.38	\$ 216.70	\$ 227.54	\$ 238.92
XMR Analysts / Programmers	\$ 135.55	\$ 142.33	\$ 149.45	\$ 156.92	\$ 164.77	\$ 173.01
XN2 Analysts / Programmers	\$ 127.27	\$ 133.63	\$ 140.31	\$ 147.33	\$ 154.70	\$ 162.44
Infrastructure Architect	\$ 158.79	\$ 166.73	\$ 175.07	\$ 183.82	\$ 193.01	\$ 202.66
Legacy System Analysts / Programmers	\$ 132.86	\$ 139.50	\$ 146.48	\$ 153.80	\$ 161.49	\$ 169.56
Training Analyst	\$ 97.26	\$ 102.12	\$ 107.23	\$ 112.59	\$ 118.22	\$ 124.13
Training Staff	\$ 93.10	\$ 97.75	\$ 102.64	\$ 107.77	\$ 113.16	\$ 118.82
Data Conversion Staff	\$ 80.55	\$ 84.58	\$ 88.81	\$ 93.25	\$ 97.91	\$ 102.81
Documentation Specialists	\$ 97.26	\$ 102.12	\$ 107.23	\$ 112.59	\$ 118.22	\$ 124.13
Software Maintenance Staff	\$ 95.40	\$ 100.17	\$ 105.18	\$ 110.44	\$ 115.96	\$ 121.76
Testing / Quality Assurance Staff	\$ 81.37	\$ 85.44	\$ 89.71	\$ 94.20	\$ 98.91	\$ 103.86

Each Fiscal Year begins July 1st and ends June 30 of the following calendar year.

<u>License Software</u>	<u>Quantity</u>	<u>Lump Sum Perpetual License Charge</u>	<u>Annual Maintenance & Support Charge</u>
Oracle Database Engine	4	\$ 159,840.00	\$ 158,400.00
Oracle Application Cluster	4	\$ 79,920.00	\$ 79,200.00
Oracle Application Server	4	\$ 79,920.00	\$ 72,000.00
Veritas Volume Manager	2	\$ 7,082.91	\$ 12,194.10
Websphere MQ	4	\$ 6,713.04	\$ 4,608.00
Pyramid XML Message Router (XMR) License	1	\$ 277,500.00	\$ 179,376.80
Pyramid NCIC/NLETS XN2 License	1	\$ 218,670.00	\$ 141,339.82
Oracle Database Engine	2	\$ 79,920.00	\$ 79,200.00
Oracle Application Cluster	2	\$ 39,960.00	\$ 39,600.00
Oracle Application Server	2	\$ 39,960.00	\$ 36,000.00
Sun Cluster 3.0 (Agents)	2	\$ 17,982.00	\$ 15,714.00
Sun Cluster 3.0 (Oracle Parallel License)	1	\$ 7,992.00	\$ 6,966.54
Veritas NetBackup	1	\$ 10,284.71	\$ 11,380.50
Veritas Volume Manager	2	\$ 7,082.91	\$ 12,194.10
Websphere MQ	1	\$ 1,678.26	\$ 1,600.00
Development Tools Package	1	\$ 65,560.37	\$ 58,902.50
Sun Cluster 3.0 (Agents)	2	\$ 17,982.00	\$ 1,350.00
Sun Cluster 3.0 (Oracle Parallel License)	1	\$ 7,992.00	\$ 36,000.00

<u>Deliverables</u>	<u>Not-to-Exceed Charges</u>
1.1.1 -- COLLECT Functional Specifications	\$ 215,710.76
1.1.2 -- COLLECT Application Architecture Design	\$ 190,543.54
1.1.3 -- COLLECT Data Architecture Design	\$ 63,161.66
1.1.4 -- COLLECT Technical Architecture Design	\$ 49,576.24
1.1.5 -- COLLECT Overall Architecture Design	\$ 58,586.19
1.2.1 -- Detailed Design	\$ 533,582.84
1.2.2 -- COLLECT Application Delivered to System Test	\$ 343,241.85
1.2.3 -- COLLECT Application Delivered to User Acceptance Test	\$ 684,934.23
1.2.4 -- COLLECT Application Delivered to Production	\$ 848,369.39
1.2.5 -- System / Performance / Integration Test Strategy	\$ 111,220.21
1.2.6 -- System / Performance / Integration Test Plan	\$ 357,079.53
1.3.1 -- Legacy System Functional Requirements	\$ 66,877.70
1.3.2 -- OBSCIS Integration Modifications	\$ 16,293.97
1.3.3 -- DEP Integration Modifications	\$ 16,293.97
1.3.4 -- DMV Licensing Integration Modifications	\$ 15,005.67
1.3.5 -- CVLIS Integration Modifications	\$ 15,005.67
1.3.6 -- DMV Emissions Integration Modifications	\$ 15,005.67
1.3.7 -- DMV Handicap Integration Modifications	\$ 15,005.67
1.3.8 -- DMV Registered Vehicles / Boat Integration Modifications	\$ 15,559.52
1.3.9 -- DMV Operator Control Integration Modifications	\$ 15,559.52
1.3.10 -- MNI/CCH Integration Modifications	\$ 16,899.27
1.3.11 -- SOR Integration Modifications	\$ 15,250.85
1.3.12 -- Weapons Integration Modifications	\$ 15,250.85
1.3.13 -- PRAWN Integration Modifications	\$ 15,250.85

Deliverables	Not-to-Exceed Charges
1.3.14 -- Protective Order Registry Integration Modifications	\$ 15,250.85
1.3.15 -- CIRS (PICS) Integration Modifications	\$ 15,250.85
1.3.16 -- OBTS Integration Modifications	\$ 15,250.85
1.4.1 -- Data Conversion Strategy	\$ 22,351.96
1.4.2 -- Converted Data Delivered for Phase 2 System Test	\$ 40,643.02
1.4.3 -- Converted Data Delivered for Phase User Acceptance Test	\$ 7,260.23
1.4.4 -- Converted Data Delivered to Production	\$ 5,214.99
1.5.1 -- Communications Strategy	\$ 48,390.87
1.5.2 -- Implementation Plan	\$ 113,579.50
1.6.1 -- Training Strategy / Logistics Plan	\$ 127,700.40
1.6.2 -- Training Materials	\$ 101,409.53
1.6.3 -- Training Delivery	\$ 338,212.11
1.6.4 -- Documentation Templates	\$ 83,257.22
1.6.5 -- Documentation	\$ 116,403.63
1.7.1 -- Disaster Recovery Plan	\$ 40,478.88
2.1.1 -- COLLECT Revision Project Plan	\$ 20,949.95
2.1.2 -- COLLECT Revision Project Charter	\$ 11,222.14
2.1.3 -- Issue / Risk Tracking System	\$ 11,222.14
2.1.4 -- Monthly Project Status Reports	\$ 5,832.88
2.1.5 -- Executive Presentations	\$ 2,209.68
2.1.6 -- Project Management Services	\$ 56,242.75
2.2.1 -- Monthly Project Status Reports	\$ 25,705.81
2.2.2 -- Executive Presentations	\$ 9,721.45
2.2.3 -- Project Management Services	\$ 247,847.27
2.3.1 -- Monthly Project Status Reports	\$ 14,606.62
2.3.2 -- Executive Presentations	\$ 5,506.69
2.3.3 -- Project Management Services	\$ 140,702.02
2.3.4 -- Project Closure Report	\$ 13,486.14
3.1.1 -- Production Environment	\$ -
3.1.1.1 -- Oracle Database Engine	\$ 159,840.00
3.1.1.2 -- Oracle Application Cluster	\$ 79,920.00
3.1.1.3 -- Oracle Application Server	\$ 79,920.00
3.1.1.4 -- Veritas Volume Manager	\$ 7,082.91
3.1.1.5 -- Websphere MQ	\$ 6,713.04
3.1.1.6 -- Pyramid XML Message Router (XMR) License	\$ 277,500.00
3.1.1.7 -- Pyramid NCIC/NLETS XN2 License	\$ 218,670.00
3.1.2 -- Development Environment	\$ -
3.1.2.1 -- Oracle Database Engine	\$ 79,920.00
3.1.2.2 -- Oracle Application Cluster	\$ 39,960.00
3.1.2.3 -- Oracle Application Server	\$ 39,960.00
3.1.2.4 -- Sun Cluster 3.0 (Agents)	\$ 17,982.00
3.1.2.5 -- Sun Cluster 3.0 (Agent Support)	\$ -
3.1.2.6 -- Sun Cluster 3.0 (Oracle Parallel License)	\$ 7,992.00
3.1.2.7 -- Sun Cluster 3.0 (Media)	\$ -
3.1.2.8 -- Sun Cluster 3.0 (Oracle Parallel License Support)	\$ -
3.1.2.9 -- Veritas NetBackup	\$ 10,284.71
3.1.2.10 -- Veritas Volume Manager	\$ 7,082.91
3.1.2.11 -- Veritas Volume Manager (Support)	\$ -

Deliverables	Not-to-Exceed Charges
3.1.2.12 -- Websphere MQ	\$ 1,678.26
3.1.2.13 -- Development Tools Package	\$ 65,560.37
3.2.1 -- Production Environment	\$ -
3.2.1.1 -- Sun V880/COLLECT Database server	\$ 80,239.68
3.2.1.2 -- Sun Rack	\$ 7,492.50
3.2.1.3 -- F5 Networks BIG-IP 520/LoadBalancer	\$ 37,212.75
3.2.1.4 -- Dell PowerEdge 6600/Message-Switch Server	\$ 13,795.89
3.2.1.5 -- Dell PowerEdge 1650/Web server	\$ 9,426.56
3.2.1.6 -- Sun 280R/Application Server	\$ 29,960.01
3.2.1.7 -- Cisco 3508G/Gigabit Ethernet switch	\$ 9,980.01
3.2.1.8 -- GBICs for switches	\$ 3,796.20
3.2.1.9 -- ATS Server	\$ 9,945.74
3.2.1.10 -- Sun Blade 150/Sun Admin workstation	\$ 2,245.75
3.2.1.11 -- Sun Cluster 3.0 (Agents)	\$ 17,982.00
3.2.1.12 -- Sun Cluster 3.0 (Oracle Parallel License)	\$ 7,992.00
3.2.1.13 -- Sun Cluster 3.0 (Media)	\$ 299.70
3.2.1.14 -- Dell PowerEdge 2650/Reporting server	\$ 4,804.19
3.2.1.15 -- Server Installation	\$ 6,377.62
3.2.1.16 -- Work Station Installation	\$ 527.47
3.2.1.17 -- Sun Cluster 3.x Software Installation	\$ 2,601.40
3.2.1.18 -- Veritas VM Installation	\$ 2,601.40
3.2.2 -- Development Environment	\$ -
3.2.2.1 -- Sun V120/COLLECT Application server	\$ 4,990.01
3.2.2.2 -- Sun Rack	\$ 7,492.50
3.2.2.3 -- F5 Networks BIG-IP 520/LoadBalancer	\$ -
3.2.2.4 -- Dell PowerEdge2650/Message-Switch Server	\$ 4,804.19
3.2.2.5 -- Dell PowerEdge 1650/Web server	\$ 4,713.28
3.2.2.6 -- Sun 280R/Database Server	\$ 14,980.01
3.2.2.7 -- Cisco 3508G/Gigabit Ethernet switch	\$ 4,990.01
3.2.2.8 -- GBICs for switches	\$ 1,898.10
3.2.2.9 -- ATS Server	\$ -
3.2.2.10 -- Sun Blade 150/Sun Admin workstation	\$ 2,245.75
3.2.2.11 -- Dell PowerEdge 1650/Reporting server	\$ 4,804.19
3.2.2.12 -- Server Installation	\$ 6,377.62
3.2.2.13 -- Work Station Installation	\$ 1,054.94
3.2.2.14 -- Sun Cluster 3.x Software Installation	\$ -
3.2.2.15 -- Veritas VM Installation	\$ -
3.3.1 -- Production Environment	\$ -
3.3.1.1 -- Oracle Database Engine	\$ 158,400.00
3.3.1.2 -- Oracle Application Cluster	\$ 79,200.00
3.3.1.3 -- Oracle Application Server	\$ 72,000.00
3.3.1.4 -- Veritas Volume Manager	\$ 12,194.10
3.3.1.5 -- SUN CLUSTER 3.0 BASE MED	\$ 675.00
3.3.1.6 -- SUN CLUSTER 3.0 AGENT LIC	\$ 675.00
3.3.1.7 -- SC 3.0 LIC SUN FIRE V880	\$ -
3.3.1.8 -- SUN CLUSTER 3.0 ORACLE PA	\$ -
3.3.1.9 -- VERITAS VM LICENSE TIER 1	\$ -
3.3.1.10 -- VERITAS VOL MGR 3.2 SOL M	\$ -

Deliverables	Not-to-Exceed Charges
3.3.1.11 -- Gold Support- SUNFIRE 280R	\$ 38,845.08
3.3.1.12 -- Gold Support- SUNFIRE V880	\$ 53,081.87
3.3.1.13 -- Gold Support- SUN Blade 150	\$ 1,382.85
3.3.1.14 -- Gold Support- SUN Cluster Media	\$ 261.90
3.3.1.15 -- Gold Support- Agent CD Media	\$ 261.90
3.3.1.16 -- Gold Support- Cluster HA Agent	\$ 6,966.54
3.3.1.17 -- Gold Support- SUN Cluster V880	\$ 31,428.00
3.3.1.18 -- Gold Support- Veritas Volume Manager	\$ 20,952.00
3.3.1.19 -- Option - Platinum Support- SUNFIRE 280R	\$ -
3.3.1.20 -- Option - Platinum Support- SUNFIRE V880	\$ -
3.3.1.21 -- Option - Platinum Support- SUN Blade 150	\$ -
3.3.1.22 -- Option - Platinum Support- SUN Cluster Media	\$ -
3.3.1.23 -- Option - Platinum Support- Agent CD Media	\$ -
3.3.1.24 -- Option - Platinum Support- Cluster HA Agent	\$ -
3.3.1.25 -- Option - Platinum Support- SUN Cluster V880	\$ -
3.3.1.26 -- Option - Platinum Support- Veritas Volume Manager	\$ -
3.3.1.27 -- Pyramid XML Message Router (XMR) Maintenance	\$ 179,376.80
3.3.1.28 -- Pyramid NCIC/NLETS XN2 Maintenance	\$ 141,339.82
3.3.1.29 -- Websphere MQ Support	\$ 4,608.00
3.3.1.30 -- 24 x 7 COLLECT Application Support Surcharge	\$ 24,000.00
3.3.2 -- Development Environment	\$ -
3.3.2.1 -- Oracle Database Engine	\$ 79,200.00
3.3.2.2 -- Oracle Application Cluster	\$ 39,600.00
3.3.2.3 -- Oracle Application Server	\$ 36,000.00
3.3.2.4 -- Sun Cluster 3.0	\$ 15,714.00
3.3.2.5 -- Sun Cluster 3.0 (Oracle Parallel License support)	\$ 6,966.54
3.3.2.6 -- Veritas Netbackup	\$ 11,380.50
3.3.2.7 -- Veritas Volume Manager	\$ -
3.3.2.8 -- SUN CLUSTER 3.0 BASE MED	\$ -
3.3.2.9 -- SUN CLUSTER 3.0 AGENT LIC	\$ 1,350.00
3.3.2.10 -- SC 3.0 LIC SUN FIRE V880	\$ -
3.3.2.11 -- SUN CLUSTER 3.0 ORACLE PA	\$ 36,000.00
3.3.2.12 -- VERITAS VM LICENSE TIER 1	\$ -
3.3.2.13 -- VERITAS VOL MGR 3.2 SOL M	\$ -
3.3.2.14 -- Gold Support- SUNFIRE 280R	\$ 9,711.27
3.3.2.15 -- Gold Support- SUNFIRE V120	\$ 17,693.96
3.3.2.16 -- Gold Support- SUN Blade 150	\$ 991.35
3.3.2.17 -- Gold Support- SUN Cluster Media	\$ -
3.3.2.18 -- Gold Support- Agent CD Media	\$ -
3.3.2.19 -- Gold Support- Cluster HA Agent	\$ -
3.3.2.20 -- Gold Support- SUN Cluster V880	\$ -
3.3.2.21 -- Gold Support- Veritas Volume Manager	\$ 12,194.10
3.3.2.22 -- Option - Platinum Support- SUNFIRE 280R	\$ -
3.3.2.23 -- Option - Platinum Support- SUNFIRE V880	\$ -
3.3.2.24 -- Option - Platinum Support- SUN Blade 150	\$ -
3.3.2.25 -- Option - Platinum Support- SUN Cluster Media	\$ -
3.3.2.26 -- Option - Platinum Support- Agent CD Media	\$ -
3.3.2.27 -- Option - Platinum Support- Cluster HA Agent	\$ -

Deliverables	Not-to-Exceed Charges
3.3.2.28 -- Option - Platinum Support- SUN Cluster V880	\$ -
3.3.2.29 -- Option - Platinum Support- Veritas Volume Manager	\$ -
3.3.2.30 -- Support for Development Tool Package	\$ 60,502.50
3.4.1 -- Production Environment	\$ -
3.4.1.1 -- Sun Gold Support/Database Server	\$ 35,387.91
3.4.1.2 -- Sun 280R/Application Server	\$ 20,023.20
3.4.1.3 -- Cisco Smartnet/Annual Switch Support	\$ 4,500.00
3.4.1.4 -- F5 Networks BIG-IP 520/Support	\$ 6,750.00
3.4.1.5 -- Sun Blade 150/Sun Admin workstation	\$ 991.35
3.4.2 -- Development Environment	\$ -
3.4.2.1 -- Sun Gold Support/Database Server	\$ 17,693.96
3.4.2.2 -- Sun V120R/Application Server	\$ 10,011.60
3.4.2.3 -- Cisco Smartnet/Annual Switch Support	\$ 2,250.00
3.4.2.4 -- F5 Networks BIG-IP 520/Support	\$ -
3.4.2.5 -- Sun Blade 150/Sun Admin workstation	\$ 991.35
4.1 -- Pyramid XML Message Router(XMR) Warranty	\$ -
4.2 -- Pyramid NCIC/NLETS XN2 Warranty	\$ -
4.3 -- COLLECT Application Warranty	\$ -
5 -- Other Cost	\$ -
5.1 -- Training and Certification Module	
5.1.1 -- nexTEST Software License and Integration Services	\$ 115,500.31
5.1.2 -- nexTEST Hardware and Software Maintenance	\$ 76,043.75
5.1.3 -- Hardware and System Software	\$ 13,818.40
5.1.4 -- Hardware and System Software Maintenance	\$ 12,720.00
6.2 -- Disaster Recovery Option 2	\$ -
6.2.1 -- COLLECT Database server	\$ 37,452.51
6.2.2 -- COLLECT Application server	\$ 7,987.01
6.2.3 -- Reporting server	\$ 4,804.19
6.2.4 -- Gig E switches	\$ 4,990.01
6.2.5 -- GBICs for switches	\$ 1,898.10
6.2.6 -- F5 Loadbalancer	\$ 21,228.75
6.2.7 -- XMR-Message Switch Server	\$ 13,795.89
6.2.8 -- XN2-Web server	\$ 4,713.28
6.2.9 -- Sun Rack	\$ 7,492.50
6.2.10 -- Sun Admin workstation	\$ 2,245.75
6.2.11 -- Gold Support (V880 Database Server)	\$ 4,049.55
6.2.12 -- Gold Support (V880 Database Server)	\$ 2,246.55
6.2.13 -- Oracle Database Engine	\$ 79,920.00
6.2.14 -- Oracle Database Engine (Support)	\$ 17,582.40
6.2.15 -- Oracle Application Server	\$ 39,960.00
6.2.16 -- Oracle Application Server (Support)	\$ 7,032.96
6.2.17 -- WebSphere MQ	\$ 3,356.52
6.2.18 -- Server Installation	\$ 3,188.81
6.2.19 -- Work Station Installation	\$ 527.47
6.2.20 -- Sun Cluster 3.x Software Installation	\$ -
6.2.21 -- Veritas VM Installation	\$ 2,601.40

PROJECT IMPLEMENTATION SCHEDULE

Invoice Date (Project Month)	Task / Deliverable #	Deliverable Description	Total Not to Exceed Cost	Invoice Amount	Holdback Amount	Payment Amount (Net Holdback)
	1.0	Application Development Services				
	1.1	Design				
4	1.1.1	COLLECT Functional Specifications	\$ 215,710.76	\$ 215,710.76	\$ 21,571.08	\$ 194,139.68
4	1.1.2	COLLECT Application Architecture Design	\$ 190,543.54	\$ 190,543.54	\$ 19,054.35	\$ 171,489.19
4	1.1.3	COLLECT Data Architecture Design	\$ 63,161.66	\$ 63,161.66	\$ 6,316.17	\$ 56,845.50
3	1.1.4	COLLECT Technical Architecture Design	\$ 49,576.24	\$ 49,576.24	\$ 4,957.62	\$ 44,618.62
4	1.1.5	COLLECT Overall Architecture Design	\$ 58,586.19	\$ 58,586.19	\$ 5,858.62	\$ 52,727.57
		Total	\$ 577,578.40			
	1.2	Application Development/Customization				
11	1.2.1	Detailed Design	\$ 533,582.84	\$ 533,582.84	\$ 53,358.28	\$ 480,224.56
3, 7, 19	1.2.2	COLLECT Application Delivered to System Test	\$ 343,241.85	\$ 114,413.95	\$ 11,441.40	\$ 102,972.56
3, 8, 21	1.2.3	COLLECT Application Delivered to User Acceptance Test	\$ 684,934.23	\$ 228,311.41	\$ 22,831.14	\$ 205,480.27
5, 9, 24	1.2.4	COLLECT Application Delivered to Production	\$ 848,369.39	\$ 282,789.80	\$ 28,278.98	\$ 254,510.82
10	1.2.5	System / Performance / Integration Test Strategy	\$ 111,220.21	\$ 111,220.21	\$ 11,122.02	\$ 100,098.19
11	1.2.6	System / Performance / Integration Test Plan	\$ 357,079.53	\$ 357,079.53	\$ 35,707.95	\$ 321,371.58
		Total	\$ 2,878,428.04			
	1.3	Legacy Interface Development				
4	1.3.1	Legacy System Functional Requirements	\$ 66,877.70	\$ 66,877.70	\$ 6,687.77	\$ 60,189.93
10	1.3.2	OBSCIS Integration Modifications	\$ 16,293.97	\$ 16,293.97	\$ 1,629.40	\$ 14,664.58
11	1.3.3	DEP Integration Modifications	\$ 16,293.97	\$ 16,293.97	\$ 1,629.40	\$ 14,664.58
11	1.3.4	DMV Licensing Integration Modifications	\$ 15,005.67	\$ 15,005.67	\$ 1,500.57	\$ 13,505.10
12	1.3.5	CVLIS Integration Modifications	\$ 15,005.67	\$ 15,005.67	\$ 1,500.57	\$ 13,505.10
13	1.3.6	DMV Emissions Integration Modifications	\$ 15,005.67	\$ 15,005.67	\$ 1,500.57	\$ 13,505.10
14	1.3.7	DMV Handicap Integration Modifications	\$ 15,005.67	\$ 15,005.67	\$ 1,500.57	\$ 13,505.10

PROJECT IMPLEMENTATION SCHEDULE

Invoice Date (Project Month)	Task / Deliverable #	Deliverable Description	Total Not to Exceed Cost	Invoice Amount	Holdback Amount	Payment Amount (Net Holdback)
14	1.3.8	DMV Registered Vehicles / Boat Integration Modifications	\$ 15,559.52	\$ 15,559.52	\$ 1,555.95	\$ 14,003.57
15	1.3.9	DMV Operator Control Integration Modifications	\$ 15,559.52	\$ 15,559.52	\$ 1,555.95	\$ 14,003.57
16	1.3.10	MNI/CCH Integration Modifications	\$ 16,899.27	\$ 16,899.27	\$ 1,689.93	\$ 15,209.34
16	1.3.11	SOR Integration Modifications	\$ 15,250.85	\$ 15,250.85	\$ 1,525.08	\$ 13,725.76
17	1.3.12	Weapons Integration Modifications	\$ 15,250.85	\$ 15,250.85	\$ 1,525.08	\$ 13,725.76
18	1.3.13	PRAWN Integration Modifications	\$ 15,250.85	\$ 15,250.85	\$ 1,525.08	\$ 13,725.76
19	1.3.14	Protective Order Registry Integration Modifications	\$ 15,250.85	\$ 15,250.85	\$ 1,525.08	\$ 13,725.76
19	1.3.15	CIRS (PICS) Integration Modifications	\$ 15,250.85	\$ 15,250.85	\$ 1,525.08	\$ 13,725.76
20	1.3.16	OBTS Integration Modifications	\$ 15,250.85	\$ 15,250.85	\$ 1,525.08	\$ 13,725.76
		Total	\$ 299,011.70			
	1.4	Conversion				
3	1.4.1	Data Conversion Strategy	\$ 22,351.96	\$ 22,351.96	\$ 2,235.20	\$ 20,116.76
7	1.4.2	Converted Data Delivered for Phase 2 System Test	\$ 40,643.02	\$ 40,643.02	\$ 4,064.30	\$ 36,578.72
8	1.4.3	Converted Data Delivered for Phase User Acceptance Test	\$ 7,260.23	\$ 7,260.23	\$ 726.02	\$ 6,534.21
9	1.4.4	Converted Data Delivered to Production	\$ 5,214.99	\$ 5,214.99	\$ 521.50	\$ 4,693.49
		Total	\$ 75,470.19			

PROJECT IMPLEMENTATION SCHEDULE

Invoice Date (Project Month)	Task / Deliverable #	Deliverable Description	Total Not to Exceed Cost	Invoice Amount	Holdback Amount	Payment Amount (Net Holdback)
	1.5	Change Management/System Implementation				
3	1.5.1	Communications Strategy	\$ 48,390.87	\$ 48,390.87	\$ 4,839.09	\$ 43,551.78
7	1.5.2	Implementation Plan	\$ 113,579.50	\$ 113,579.50	\$ 11,357.95	\$ 102,221.55
		Total	\$ 161,970.36			
	1.6	Training				
8	1.6.1	Training Strategy / Logistics Plan	\$ 127,700.40	\$ 127,700.40	\$ 12,770.04	\$ 114,930.36
9	1.6.2	Training Materials	\$ 101,409.53	\$ 101,409.53	\$ 10,140.95	\$ 91,268.58
4, 8	1.6.3	Training Delivery (1)	\$ 148,798.76	\$ 148,798.76	\$ 14,879.88	\$ 133,918.88
24	1.6.3	Training Delivery (2)	\$ 189,413.35	\$ 189,413.35	\$ 18,941.34	\$ 170,472.02
3, 5, 12	1.6.4	Documentation Templates	\$ 83,257.22	\$ 27,752.41	\$ 2,775.24	\$ 24,977.17
3, 8, 22	1.6.5	Documentation	\$ 116,403.63	\$ 38,801.21	\$ 3,880.12	\$ 34,921.09
		Total	\$ 766,982.89			
		(1) Phase 1 and Phase 2 Training Delivery				
		(2) Phase 3 Training Delivery				
	1.7	Disaster Recovery				
4	1.7.1	Disaster Recovery Plan	\$ 40,478.88	\$ 40,478.88	\$ 4,047.89	\$ 36,430.99
		Total	\$ 40,478.88			

PROJECT IMPLEMENTATION SCHEDULE

Invoice Date (Project Month)	Task / Deliverable #	Deliverable Description	Total Not to Exceed Cost	Invoice Amount	Holdback Amount	Payment Amount (Net Holdback)
	2.0	Project Management Services				
	2.1	Design Phase				
1	2.1.1	COLLECT Revision Project Plan	\$ 20,949.95	\$ 20,949.95	\$ 2,095.00	\$ 18,854.96
1	2.1.2	COLLECT Revision Project Charter	\$ 11,222.14	\$ 11,222.14	\$ 1,122.21	\$ 10,099.93
1	2.1.3	Issue / Risk Tracking System	\$ 11,222.14	\$ 11,222.14	\$ 1,122.21	\$ 10,099.93
Flat Fee, Monthly for 3 Months	2.1.4	Monthly Project Status Reports	\$ 5,832.88	\$ 1,944.29	\$ 194.43	\$ 1,749.86
Flat Fee, Monthly for 3 Months	2.1.5	Executive Presentations	\$ 2,209.68	\$ 736.56	\$ 73.66	\$ 662.90
Flat Fee, Monthly for 3 Months	2.1.6	Project Management Services	\$ 56,242.75	\$ 18,747.58	\$ 1,874.76	\$ 16,872.82
		Total	\$ 107,679.54			
	2.2	Development Phase				
Flat Fee, Monthly for 15 Months	2.2.1	Monthly Project Status Reports	\$ 25,705.81	\$ 1,713.72	\$ 171.37	\$ 1,542.35
Flat Fee, Monthly for 15 Months	2.2.2	Executive Presentations	\$ 9,721.45	\$ 648.10	\$ 64.81	\$ 583.29
Flat Fee, Monthly for 15 Months	2.2.3	Project Management Services	\$ 247,847.27	\$ 16,523.15	\$ 1,652.32	\$ 14,870.84
		Total	\$ 283,274.54			

PROJECT IMPLEMENTATION SCHEDULE

Invoice Date (Project Month)	Task / Deliverable #	Deliverable Description	Total Not to Exceed Cost	Invoice Amount	Holdback Amount	Payment Amount (Net Holdback)
	2.3	Implementation Phase				
Flat Fee, Monthly for 9 Months	2.3.1	Monthly Project Status Reports	\$ 14,606.62	\$ 973.77	\$ 97.38	\$ 876.40
Flat Fee, Monthly for 9 Months	2.3.2	Executive Presentations	\$ 5,506.69	\$ 367.11	\$ 36.71	\$ 330.40
Flat Fee, Monthly for 9 Months	2.3.3	Project Management Services	\$ 140,702.02	\$ 9,380.13	\$ 938.01	\$ 8,442.12
25	2.3.4	Project Closure Report	\$ 13,486.14	\$ 13,486.14	\$ 1,348.61	\$ 12,137.52
		Total	\$ 174,301.47			
	3.0	Hardware and Software				
	3.1	Application and Support Software License Costs				
5	3.1.1	Production Environment	\$ 829,645.95	\$ 829,645.95	\$ 82,964.60	\$ 746,681.36
4	3.1.2	Development Environment	\$ 270,420.25	\$ 270,420.25	\$ 27,042.03	\$ 243,378.23
		Total	\$ 1,100,066.20			
	3.2	Hardware and Operating Software License Costs				
5	3.2.1	Production Environment	\$ 247,280.87	\$ 247,280.87	\$ 24,728.09	\$ 222,552.78
4	3.2.2	Development Environment	\$ 58,350.60	\$ 58,350.60	\$ 5,835.06	\$ 52,515.54
		Total	\$ 305,631.47			

PROJECT IMPLEMENTATION SCHEDULE

Invoice Date (Project Month)	Task / Deliverable #	Deliverable Description	Total Not to Exceed Cost	Invoice Amount	Holdback Amount	Payment Amount (Net Holdback)
	3.3	Application and Support Software Maintenance Costs				
6	3.3.1	Production Environment (3)	\$ 6,921.60	\$ 6,921.60	\$ 692.16	\$ 6,229.44
18	3.3.1	Production Environment (4)	\$ 200,428.18	\$ 200,428.18	\$ 20,042.82	\$ 180,385.36
30	3.3.1	Production Environment (5)	\$ 204,149.46	\$ 204,149.46	\$ -	\$ 204,149.46
42	3.3.1	Production Environment (6)	\$ 205,056.79	\$ 205,056.79	\$ -	\$ 205,056.79
54	3.3.1	Production Environment (7)	\$ 209,092.83	\$ 209,092.83	\$ -	\$ 209,092.83
		(3) Year 1 Costs				
		(4) Year 2 Costs				
		(5) Year 3 Costs				
		(6) Year 4 Costs				
		(7) Year 5 Costs				
6	3.3.2	Development Environment (8)	\$ 2,845.13	\$ 2,845.13	\$ 284.51	\$ 2,560.62
18	3.3.2	Development Environment (9)	\$ 81,826.08	\$ 81,826.08	\$ 8,182.61	\$ 73,643.47
30	3.3.2	Development Environment (10)	\$ 81,826.08	\$ 81,826.08	\$ -	\$ 81,826.08
42	3.3.2	Development Environment (11)	\$ 81,826.08	\$ 81,826.08	\$ -	\$ 81,826.08
54	3.3.2	Development Environment (12)	\$ 78,980.85	\$ 78,980.85	\$ -	\$ 78,980.85
		(8) Year 1 Costs				
		(9) Year 2 Costs				
		(10) Year 3 Costs				
		(11) Year 4 Costs				
		(12) Year 5 Costs				
		Total	\$ 1,152,953.08			

PROJECT IMPLEMENTATION SCHEDULE

Invoice Date (Project Month)	Task / Deliverable #	Deliverable Description	Total Not to Exceed Cost	Invoice Amount	Holdback Amount	Payment Amount (Net Holdback)
	3.4	Hardware and Operating Software Maintenance Costs				
6	3.4.1	Production Environment (13)	\$ 2,250.00	\$ 2,250.00	\$ 225.00	\$ 2,025.00
18	3.4.1	Production Environment (14)	\$ 16,350.62	\$ 16,350.62	\$ 1,635.06	\$ 14,715.56
30	3.4.1	Production Environment (15)	\$ 16,350.62	\$ 16,350.62	\$ -	\$ 16,350.62
42	3.4.1	Production Environment (16)	\$ 16,350.62	\$ 16,350.62	\$ -	\$ 16,350.62
54	3.4.1	Production Environment (17)	\$ 16,350.60	\$ 16,350.60	\$ -	\$ 16,350.60
		(13) Year 1 Costs				
		(14) Year 2 Costs				
		(15) Year 3 Costs				
		(16) Year 4 Costs				
		(17) Year 5 Costs				
6	3.4.2	Development Environment (18)	\$ 450.00	\$ 450.00	\$ 45.00	\$ 405.00
18	3.4.2	Development Environment (19)	\$ 7,624.23	\$ 7,624.23	\$ 762.42	\$ 6,861.81
30	3.4.2	Development Environment (20)	\$ 7,624.23	\$ 7,624.23	\$ -	\$ 7,624.23
42	3.4.2	Development Environment (21)	\$ 7,624.23	\$ 7,624.23	\$ -	\$ 7,624.23
54	3.4.2	Development Environment (22)	\$ 7,624.22	\$ 7,624.22	\$ -	\$ 7,624.22
		(18) Year 1 Costs				
		(19) Year 2 Costs				
		(20) Year 3 Costs				
		(21) Year 4 Costs				
		(22) Year 5 Costs				
		Total	\$ 98,599.37			

PROJECT IMPLEMENTATION SCHEDULE

Invoice Date	Task / Deliverable #	Deliverable Description	Total Not to Exceed Cost	Invoice Amount	Holdback Amount	Payment Amount (Net Holdback)
	4.0	Warranty Costs				
-	4.1	Pyramid XML Message Router(XMR) Warranty	\$ -	\$ -	\$ -	\$ -
-	4.2	Pyramid NCIC/NLETS XN2 Warranty	\$ -	\$ -	\$ -	\$ -
-	4.3	COLLECT Application Warranty	\$ -	\$ -	\$ -	\$ -
		Total	\$ -			
	5.0	Other Costs				
	5.1	Training and Certification Module	\$ -	\$ -	\$ -	\$ -
9	5.1.1	nexTEST Software License and Integration Services	\$ 115,500.31	\$ 115,500.31	\$ 11,550.03	\$ 103,950.28
6	5.1.2	nexTEST Hardware and Software Maintenance (23)	\$ 15,208.75	\$ 15,208.75	\$ 1,520.88	\$ 13,687.88
18	5.1.2	nexTEST Hardware and Software Maintenance (24)	\$ 15,208.75	\$ 15,208.75	\$ 1,520.88	\$ 13,687.88
30	5.1.2	nexTEST Hardware and Software Maintenance (25)	\$ 15,208.75	\$ 15,208.75	\$ -	\$ 15,208.75
42	5.1.2	nexTEST Hardware and Software Maintenance (26)	\$ 15,208.75	\$ 15,208.75	\$ -	\$ 15,208.75
54	5.1.2	nexTEST Hardware and Software Maintenance (27)	\$ 15,208.75	\$ 15,208.75	\$ -	\$ 15,208.75
		(23) Year 1 Costs				
		(24) Year 2 Costs				
		(25) Year 3 Costs				
		(26) Year 4 Costs				
		(27) Year 5 Costs				
4	5.1.3	Hardware and System Software	\$ 13,818.40	\$ 13,818.40	\$ 1,381.84	\$ 12,436.56
6	5.1.4	Hardware and System Software Maintenance (28)	\$ 3,180.00	\$ 3,180.00	\$ 318.00	\$ 2,862.00
18	5.1.4	Hardware and System Software Maintenance (29)	\$ 3,180.00	\$ 3,180.00	\$ -	\$ 3,180.00
30	5.1.4	Hardware and System Software Maintenance (30)	\$ 3,180.00	\$ 3,180.00	\$ -	\$ 3,180.00
42	5.1.4	Hardware and System Software Maintenance (31)	\$ 3,180.00	\$ 3,180.00	\$ -	\$ 3,180.00
		(28) Year 2 Costs				
		(29) Year 3 Costs				
		(30) Year 4 Costs				

PROJECT IMPLEMENTATION SCHEDULE

Invoice Date	Task / Deliverable #	Deliverable Description	Total Not to Exceed Cost	Invoice Amount	Holdback Amount	Payment Amount (Net Holdback)
		(31) Year 5 Costs				
		Total	\$ 218,082.46			
	6.00	Disaster Recovery Service Options				
5	6.2	Disaster Recovery Option 2	\$ 267,073.65	\$ 267,073.65	\$ 26,707.37	\$ 240,366.29
		Total	\$ 267,073.65			
	7.00	Holdback				
25	7.1	Holdback Payment Upon System Acceptance for Deliverables 1.* and 2.*	\$ 272,482.43	\$ 136,241.22	\$0.00	\$ 136,241.22
37	7.2	Holdback Payment Upon Completion of Warranty for Deliverables 1.* and 2.*	\$ 272,482.43	\$ 136,241.22	\$0.00	\$ 136,241.22
25	7.3	Holdback Payment Upon System Acceptance for Deliverables 3.*	\$ 85,619.68	\$ 42,809.84	\$0.00	\$ 42,809.84
37	7.4	Holdback Payment Upon Completion of Warranty for Deliverables 3.*	\$ 85,619.68	\$ 42,809.84	\$0.00	\$ 42,809.84
25	7.5	Holdback Payment Upon System Acceptance for Deliverables 5.*	\$ 8,145.81	\$ 4,072.91	\$0.00	\$ 4,072.91
37	7.6	Holdback Payment Upon Completion of Warranty for Deliverables 5.*	\$ 8,145.81	\$ 4,072.91	\$0.00	\$ 4,072.91
25	7.5	Holdback Payment Upon Completion of System Acceptance for Deliverables 6.*	\$ 13,353.68	\$ 6,676.84	\$0.00	\$ 6,676.84
37	7.6	Holdback Payment Upon Completion of Warranty for Deliverables 6.*	\$ 13,353.68	\$ 6,676.84	\$0.00	\$ 6,676.84
		Total	\$ 759,203.20			

PROJECT IMPLEMENTATION SUMMARY

This Project Implementation Summary identifies the timeframes and milestone checkpoints for the Deliverables provided under this Agreement based upon a Project Start Date of October 1, 2003.

The number of working days between the Start Date and the Finish Date is the value in the Total Days to Complete column. This estimate does not necessarily represent the number of calendar days required to complete the specific task/deliverable as there are breaks in some durations and many of the tasks include activities in Phases 1, 2, and 3.

Task/ Deliverable Number	Task Description	Total Days to Complete	Start Date	Finish Date
1.0	Application Development Services			
1.1	Design			
1.1.1	COLLECT Functional Specifications	44	10/29/03	1/8/04
1.1.2	COLLECT Application Architecture Design	50	10/29/03	1/16/04
1.1.3	COLLECT Data Architecture Design	30	12/2/03	1/16/04
1.1.4	COLLECT Technical Architecture Design	35	10/29/03	12/22/03
1.1.5	COLLECT Overall Architecture Design	50	10/29/04	1/16/04
1.2	Application Development/ Customization			
1.2.1	Detailed Application Design	190	11/14/03	8/20/04
1.2.2	COLLECT Application Delivered to System Test	345	11/21/03	4/12/05
1.2.3	COLLECT Application Delivered to User Acceptance Test	386	11/21/03	6/16/05
1.2.4	COLLECT Application Delivered to Production	456	11/21/03	9/26/05
1.2.5	System/Performance/Integration Test Strategy	155	11/21/03	7/9/04
1.2.6	System/Performance/Integration Test Plan	165	12/9/03	8/6/04

Task/ Deliverable Number	Task Description	Total Days to Complete	Start Date	Finish Date
1.3	Legacy Interface Development			
1.3.1	Legacy System Functional Requirements	45	10/29/03	1/8/04
1.3.2	OBSCIS Integration Modifications	15	6/25/04	7/16/04
1.3.3	DEP Integration Modifications	15	7/19/04	8/6/04
1.3.4	DMV Licensing Integration Modifications	15	8/09/04	8/27/04
1.3.5	CVLIS Integration Modifications	15	8/30/04	9/20/04
1.3.6	DMV Emissions Integration Modifications	15	9/21/04	10/11/04
1.3.7	DMV Handicap Integration Modifications	15	10/12/04	11/1/04
1.3.8	DMV Registered Vehicles/Boat Integration Modifications	15	11/2/04	11/22/04
1.3.9	DMV Operator Control Integration Modifications	15	11/23/04	12/15/04
1.3.10	MNI/CCH Integration Modifications	15	12/16/04	1/7/05
1.3.11	SOR Integration Modifications	15	1/10/05	1/31/05
1.3.12	Weapons Integration Modifications	15	2/1/05	2/22/05
1.3.13	PRAWN Integration Modifications	15	2/23/05	3/15/05
1.3.14	Protective Order Registry Integration Modifications	15	3/16/05	4/5/05
1.3.15	CIRS (PICS) Integration Modifications	15	4/6/05	4/26/05
1.3.16	OBTS Integration Modifications	15	4/27/05	5/17/05
1.4	Conversion			
1.4.1	Data Conversion Strategy	20	12/2/03	12/31/03
1.4.2	Converted Data Delivered for Phase 2 System Test	71	12/23/03	4/8/04
1.4.3	Converted Data Delivered for Phase 2 User Acceptance Testing	26	4/8/04	5/13/04
1.4.4	Converted Data Delivered to Production	7	6/18/04	6/28/04
1.5	Change Management/System Implementation			
1.5.1	Communications Strategy	40	10/1/03	12/2/03
1.5.2	Implementation Plan	105	11/13/03	4/20/04
1.6	Training			
1.6.1	Training Strategy/Logistics Plan	121	11/14/03	5/14/04
1.6.2	Training Materials	124	12/1/03	6/2/04
1.6.3	Training Delivery	430	12/23/03	9/16/05
1.6.4	Documentation Templates	210	11/14/03	9/20/04
1.6.5	Documentation	410	11/14/03	7/14/05
1.7	Disaster Recovery			
1.7.1	Disaster Recovery Plan	25	12/9/03	1/16/04
2.0	Project Management Services			
2.1	Design Phase			
2.1.1	COLLECT Revision Project Plan	10	10/1/03	10/16/03
2.1.2	COLLECT Revision Project Charter	10	10/14/03	10/27/03
2.1.3	Issue/Risk Tracking System	5	10/21/03	10/27/03
2.1.4	Monthly Project Status Reports	55 ¹	10/29/03	1/26/04
2.1.5	Executive Presentations	55 ²	10/29/03	1/26/04
2.1.6	Project Management Services	55	10/29/03	1/26/04

Task/ Deliverable Number	Task Description	Total Days to Complete	Start Date	Finish Date
2.2	Development Phase			
2.2.1	Monthly Project Status Reports	305 ¹	11/14/03	2/10/05
2.2.2	Executive Presentations	320 ²	11/14/03	3/7/05
2.2.3	Project Management Services	320	11/14/03	3/7/05
2.3	Implementation Phase			
2.3.1	Monthly Project Status Reports	155 ¹	3/8/05	10/17/05
2.3.2	Executive Presentations	155 ¹	3/8/05	10/17/05
2.3.3	Project Management Services	155 ¹	3/8/05	10/17/05
2.3.4	Project Closure Report	10	10/4/05	10/18/05
3.0	Hardware and Software			
3.1	Application and Support Software License			
3.1.1	Production Environment	59	11/14/03	2/17/04
3.1.2	Development Environment	40	11/14/03	1/16/04
3.2	Hardware and Operating Software License			
3.2.1	Production Environment	59	11/14/03	2/17/04
3.2.2	Development Environment	40	11/14/03	1/16/04
3.3	Application and Support Software Maintenance			
3.3.1	Production Environment Support	365 ³	3/1/04	2/28/05
3.3.2	Development Environment Support	365 ³	3/1/04	2/28/05
3.4	Hardware and Operating Software Maintenance			
3.4.1	Production Environment Support	365 ³	3/1/04	2/28/05
3.4.2	Development Environment Support	365 ³	3/1/04	2/28/05
4.0	Warranty			
4.1	Pyramid XML Message Router (XMR) Warranty	365	9/27/05	9/26/06
4.2	Pyramid NCIC/NLETS XN2 Warranty	365	9/27/05	9/26/06
4.3	COLLECT Application Warranty	365	9/27/05	9/26/06
5.0	Other Costs			
5.1	Training and Certification Module			
5.1.1	NexTest Software License and Integration Services	153	11/01/03	6/20/04
5.1.2	NexTest Hardware and Software Maintenance	365 ³	3/1/04	2/28/05
5.1.3	NexTest Hardware and System Software	40	11/14/03	1/16/04
5.1.4	Annual Hardware and System Software Support	365 ³	3/1/04	2/28/05
6.0	Disaster Recovery Service Options			
6.2	Disaster Recovery Option 2	70	1/1/04	2/10/04

¹ Represents the total phase duration for which Monthly Status Reports will be produced. Individual reports should take approximately 1 day to complete.

² Represents the total phase duration for which Executive Presentations will be produced. Individual presentations, depending on subject matter, should take one to two days to prepare.

³ Represents the first year for support and maintenance.