



**Master Agreement Number:
22PSX0021**

Electronic Monitoring Products and Services

State of Connecticut

AND

To be determined upon
Master Agreement award.

Introduction

This contract (together with each Participating Addendum and each Purchase Order referred to as the "Master Agreement") is made by and between, To Be Completed (the "Contractor") and the State of Connecticut, acting by its Department of Administrative Services ("DAS") in accordance with sections 4a-2 and 4a-51 of the Connecticut General Statutes, and acting in connection with the NASPO ValuePoint cooperative contract consortium of the National Association of State Procurement Officers, LLC.

The Contractor and the State agree as follows:

1. Definitions

The following definitions apply in this Master Agreement, except to the extent modified in Exhibit A, in which case Exhibit A controls.

a. Acceptance

Determination made by the Purchasing Entity upon successful User Acceptance Test that the Deliverable has satisfied the Acceptance Criteria itemized in the SOW, performs to the Specifications, and fulfills the business and technical requirements of the Master Agreement.

b. Acceptance Date

The date the Purchasing Entity accepts a Deliverable or System in accordance with this Master Agreement.

c. Administrator

A designated Purchasing Entity representative who is responsible for managing the Purchasing Entity's User access to the Hosting Environment. The Administrator shall be responsible for implementing a role-based security policy process for access to the Hosting Environment.

d. Alteration

The modification, changing, refashioning, remodeling, remaking, revising or reworking of any part of the System, any Deliverable or any associated process.

e. Business Day

A day of the week recognized by the Purchasing Entity as a workday, exclusive of Saturdays, Sundays and any Lead State or federal holiday.

f. Claims

All actions, suits, claims, demands, investigations, and proceedings of any kind, open, pending, or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity in any forum.

g. Confidential Information

Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name,

date of birth, mother's maiden name, motor vehicle operator's license number and residential address, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Lead State classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

h. Confidential Information Breach

Generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the Purchasing Entity, the Contractor, or State.

i. Contractor IP

Contractor's materials and other intellectual property (1) in existence prior to this Master Agreement, (2) created, developed or acquired during the Term but not exclusively for the State, or (3) identified as Contractor IP in the applicable SOW; or (4) otherwise developed or acquired independent of this Master Agreement and employed by the Contractor in connection with the Deliverables.

j. Contractor Parties

Contractor's members, principals, directors, officers, shareholders, partners, managers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity or with whom Contractor contracts to Perform under this Master Agreement in any capacity.

k. Corrective Action Plan, or CAP

A detailed written plan produced by Contractor at the request of the Purchasing Entity to correct or resolve a Breach identified by the Purchasing Entity in accordance with the Breach section of this Master Agreement.

l. Deliverable

Each (1) Good, Service, Maintenance Services, Improvement, Material, Documentation, System, process or information of any type, whether stand-alone or intended as part of the integration of the System with existing hardware or software of the State, and whether or not used for administrative, maintenance, consulting, training, data warehousing, operations, support, hosting, or fulfillment of Performance; and (2) warranty of a Deliverable(s) that is listed in the Pricing Schedule or provided by Contractor as an element of Contractor's overall approach and solution to the requirements of this Master Agreement. Any one of them or a combination of any of them may be developed or produced by Contractor or by a third party as a supplier or subcontractor to

Contractor.

m. Deliverables Document

Exhibit A which sets forth and describes the Deliverables that are to be provided or made available to the State and Participating Entities under this Master Agreement or in a Statement of Work, as applicable, and the specific requirements and terms applicable to those Deliverables.

n. Documentation

All Specifications; all technical, systems and user reference manuals; all System documentation related to each component of the System, Deliverables and processes; and any Improvements to any of them.

o. Electronically Stored Information (“ESI”)

Data, including Confidential Information that is collected, processed and hosted within the Hosting Environment which data may include the Participating Entity or Purchasing Entity's administrative, civil and criminal matters and investigations, including any and all related written and electronic communications, voicemails, audio and video files. Without limiting the foregoing, ESI shall include Freedom of Information requests and responses.

p. Force Majeure Event

Strikes, lockouts, riot, sabotage, rebellion, insurrection, acts of war, acts of terrorism, failure of or inadequate permanent power, fire, flood, earthquake, epidemics, natural disasters, and acts of God.

q. Goods

All things which are movable, including, but not limited to, supplies, materials, equipment, hardware, software, specially manufactured things, a component incorporated into another thing and things that are attached to real property and that may be severed from the real property without material harm to the things.

r. Goods or Services

Goods, Services or both, as specified in the Solicitation and set forth in Exhibit A.

s. Go-Live Date

The date of enterprise-wide installation of the System, upon and after which the System must Perform enterprise-wide in accordance with the Documentation, as the date may be extended from time to time in accordance with the Participating Addendum, Purchase Order, or Statement of Work applicable to the installation.

t. Hosting Environment

Collectively the platform, environment, and conditions on, in, or under which the Licensed Software is intended to be installed and operate, as set forth in this Master Agreement and the Master Agreement Exhibits, including such structural, functional and other features, conditions and components as hardware, operating software, System architecture and configuration.

u. Hosted Services

The provision, management, operation, support, warranty and maintenance of the Licensed Software within the Contractor's setting or location including Contractor's services identified in Exhibit A.

v. Improvement

Any Contractor changes, patches, corrections, repairs, replacements, additions, modifications, enhancements, updates, releases, revisions, error fixes, bug fixes or any new versions of Deliverables, or any combination of the foregoing, that are to be or may be provided as a Deliverable from time to time. An Improvement may serve any purpose. Improvements do not include upgrades to software for which Contractor charges its customers, or upgrades by a Licensor that is charging Contractor for such upgrade.

w. Iteration

A set of instructions or directions repeated in sequence a specified number of times or until a condition is met. The outcome of each iteration is then the starting point of the next iteration.

x. Key Contractor Personnel

The individual employees of Contractor who, from time to time, hold positions with the job functions described in a Statement of Work or Purchase Order in accordance with this Master Agreement.

y. Lead State

The State of Connecticut, acting by the DAS.

z. Licensed Software

Computer program(s) provided by Contractor in connection with the Deliverables, for which the Purchasing Entity or the Lead State acquires a perpetual, personal, non-exclusive, non-transferable license to access and use, but does not acquire the Licensor's title to, such computer program(s).

aa. Licensor

The party who licenses all or any part of a Deliverable either to the Participating Entity or Purchasing Entity, in the case of the Contractor, or to the Contractor, in the case of a third party provider.

bb. Maintenance Services

The software and process support services described in this Master Agreement, a Participating Addendum, or a Statement of Work, as applicable.

cc. Market Statistics

Aggregated, non-attributable statistical information associated with Transaction Information in the SaaS, but does not include information or the presentation of information from which could be reasonably determined: (1) the identity of specific transactions or parties, (2) Transaction

Information, or (3) SKU-level pricing contained in specific content.

dd. NASPO ValuePoint:

A division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) limited liability company through which NASPO will administer the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities, the District of Columbia, and territories of the United States.

ee. Participating Addendum ("PA")

A bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements, such as ordering procedures specific to the Participating Entity and entity-specific terms and conditions.

ff. Participating Entity

A state, or other legal entity, that enters into a Participating Addendum.

gg. Participating State

A state, the District of Columbia, or one of the territories of the United States that is listed in the Solicitation as intending to participate in the Solicitation. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Solicitation is not required to become a Participating Entity.

hh. Materials

Collectively, software programs, literary works, other works of authorship, documented specifications, designs, analyses, processes, methodologies, concepts, inventions, know-how, programs, program listings, program tools, Documentation, reports, drawings, data bases, spreadsheets, machine readable text, models and work product, whether tangible or intangible.

ii. Perform

All acts and things of the Contractor and Contractor Parties, severally and collectively, that are necessary or appropriate to fulfill or accomplish this Master Agreement fully, including the Deliverables and all other Master Agreement obligations. The word "Perform" includes all parts of speech.

jj. Performance Criteria

Operation of the Deliverables in compliance with all Specifications and Documentation and complying with the requirements of this Master Agreement, a Participating Addendum, and a Statement of Work, as applicable.

kk. Price Schedule

Exhibit B to this Master Agreement which when read in conjunction with Exhibit A, Deliverables Document, lists the Deliverables available under this Master Agreement and establishes the components, unit pricing and price schedules for each Deliverable.

II. Property

Subject to the supremacy of Master Agreement Section, Sovereign Immunity, any patent, copyrights, trade secrets, trade names, service marks, trademarks, know-how and any other similar rights or intangible assets recognized under any laws or international conventions, and in any country or jurisdiction in the world, as intellectual creations to which rights of ownership accrue, and all registrations, applications, disclosures, renewals, extensions, continuations or reissues of the foregoing now or hereafter in force.

mm. Purchase Order

A written or electronic document that the Purchasing Entity issues for one or more Deliverables in accordance with the terms of this Master Agreement.

nn. Purchasing Entity

The Lead State, a Participating Entity, or a city, county district, or other political subdivision of the Lead State or Participating Entity, or a nonprofit organization authorized under a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

oo. Purchasing Entity Data

Any data or information of the Purchasing Entity that Contractor receives or creates by any means and in any form in connection with this Master Agreement, Deliverables or Performance, including data and information with respect to any one or more of the following: databases, systems, operations, facilities, and regulatory compliance.

pp. Records

All working papers and such other information and materials furnished or prepared by the Contractor in Performing including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

qq. Replacement Deliverable

Any new Deliverable that replaces a previously accepted Deliverable.

rr. SaaS, Software as a Service

The proprietary, web-enabled computer program(s) and related documentation and services known as to be determined, utilized by the Contractor to Perform the Deliverables by providing to the Purchasing Entity subscription services.

ss. Services

The labor or work, necessary or appropriate for the Contractor to Perform.

tt. Service Level Agreement ("SLA")

Exhibit C which sets forth and describes the service level and maintenance and support

agreement or those performance standards, response times and associated obligation between the parties, that may be set forth in this Master Agreement, in a Participating Addendum, or in a Statement of Work as applicable.

uu. Site

Location(s) specified by the Purchasing Entity where Deliverables are to be installed, Services rendered, or materials furnished.

vv. Solicitation

A State request, in whatever form issued, inviting bids, proposals or quotes for Deliverables, typified by, but not limited to, an invitation to bid, request for proposal, requests for information or request for quotes. The Solicitation and this Master Agreement shall be governed by the statutes, regulations and procedures of the Lead State. The Solicitation is incorporated into and made a part of this Master Agreement as if it had been fully set forth in it if, but only if, the Solicitation is in the form of an invitation to bid, request for information or request for quotes. A Solicitation in the form of a request for proposal is not incorporated into this Master Agreement in its entirety, but, rather, it is incorporated into this Master Agreement only to the extent specifically stated in Exhibit A.

ww. Solicitation Response

A submittal in response to a Solicitation.

xx. Specifications

Contractor's published technical and non-technical detailed descriptions of each Deliverable's capabilities, or intended use or both, as more fully set forth in this Master Agreement, a Participating Addendum, or a Statement of Work, as applicable.

yy. Statement of Work ("SOW")

Statement issued in connection with a Purchase Order for a Deliverable available under this Master Agreement which sets forth all work and payment requirements for Contractor's Performance in connection with said Purchase Order.

zz. System

Contractor furnished or otherwise supplied Deliverables that collectively and in an integrated fashion fulfill the Performance Criteria and the business and technical requirements of this Master Agreement, a Participating Addendum, or SOW, as applicable.

aaa. Term

The original term of this Master Agreement plus any extensions exercised under this Master Agreement.

bbb. Termination

An end to this Master Agreement prior to the end of its Term.

ccc. Title

All ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Deliverable.

ddd. Transaction Information

Transaction information means the specific pricing, quantities, parties and terms of any contract, order, bid, or proposal disclosed directly or indirectly to Contractor in a transaction document during the utilization of the SaaS, but shall not include any information which was at the time of disclosure (1) intended to be disclosed by Contractor to a contractor, proposed contractor, Contractor Parties or other intended recipient on behalf of the State, or (2) within an enumerated exception to the definition of Confidential Information.

eee. Upgrade

A change to the primary version number of the Licensed Software, generally providing additional features or functionality.

fff. Update

A change to the Licensed Software to correct bugs or defects, patches or changes to enable the Licensed Software to operate on new or upgraded operating platforms.

ggg. User

A Purchasing Entity representative that may access the System. User access will be subject to role-based security implemented by the Purchasing Entity's Administrator.

hhh. User Acceptance Test

Those procedures that permit the State to authenticate and test the functionality of a Deliverable with real world scenarios to determine if the Deliverable performs in accordance with this Contract.

iii. Warranty Period

The twelve (12) month period commencing upon the Acceptance Date for the System or Deliverable.

2. Term of Master Agreement; Master Agreement Extension

This Master Agreement will be in effect from the date that the Connecticut Attorney General's Office approves it (the "Effective Date") and continue for three (3) years. The parties, by mutual agreement, may extend this Master Agreement for additional terms beyond the Term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original Term, but only in accordance with the Section in this Master Agreement concerning Master Agreement amendments.

3. Deliverables

Contractor shall sell, transfer, convey and license, as appropriate, to the Purchasing Entity each Deliverable and Perform in accordance with this Master Agreement, applicable Participating Addendum, and the SOW, as applicable. The Deliverables are set forth in accordance with Exhibit A

and shall be acquired through duly issued Purchase Orders.

- a. Any Purchase Order accepted by Contractor is subject to the terms of this Master Agreement and the applicable Participating Addendum and shall remain in effect until Purchasing Entity accepts full Performance of all Deliverables contained in the applicable Purchase Order, unless terminated sooner under the terms of this Master Agreement and the applicable Participating Addendum. Neither party shall be bound by any additional substantive terms that may appear in any Purchase Order. If a Purchase Order includes any such terms, then they shall be void ab initio and have no effect.
- b. Notwithstanding any other provision of this Master Agreement, Contractor shall not make any material change to the Deliverables that alters the nature or scope of the Deliverables or their intended use without the prior written consent of the Purchasing Entity. The Purchasing Entity shall not give its consent unless the changed Deliverables are of a similar nature and have a similar use as the original Deliverables.
- c. No additions to or reductions in the Deliverables and prices for work completed in the Performance of any Purchase Order shall be permitted unless the Purchasing Entity issues a change order in accordance with this Master Agreement.
- d. Purchasing Entity shall issue a Purchase Order when acquiring any Deliverable or Service available under this Master Agreement and, if appropriate, a SOW mutually acceptable to the Purchasing Entity and the Contractor.
- e. PARTICIPATION AND PAYMENTS:

The Master Agreement is applicable to any Purchase Order issued by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent the Master Agreement is altered, modified, supplemented or amended by a Participating Addendum. Any alterations, modifications, supplements or amendments to the Master Agreement must be addressed in the Participating Addendum or, with the consent of the Participating Entity and Contractor, may be included in the Purchase Order used by the Purchasing Entity to place the Purchase Order. Such alterations, modifications, supplements or amendments apply only to the Participating Entity signing the Participating Addendum and the Participating Entities or Purchasing Entities ordering under said Participating Addendum.

Use of this Master Agreement is subject to the approval of the respective state's chief procurement official, or their designee. Subject to applicable law, issues of interpretation and eligibility for participation are solely within the authority of the respective state's chief procurement official, or their designee.

This Agreement and the Participating Addendum are binding only upon the Contractor and the corresponding Participating Entity or Purchasing Entity or both. The financial obligations of any Purchasing Entity are limited to those obligations set forth in the Purchase Orders that such particular Purchasing Entity issues. The terms of a Participating Addendum or other participating addenda do not and will not be construed to amend the terms of this Agreement between the Lead State and Contractor.

Entities who are not states may sign their own Participating Addendum if and to the extent that the appropriate procurement official of the State where the Participating Entity is located (or such other approval as may be required by law) gives prior approval of such participation in writing. A chief procurement official's approval to a nonstate entity to participate through execution of a Participating Addendum is not a determination that the non-state entity has the necessary or appropriate authority to enter into the Participating Addendum. Prior to executing a Participating Addendum, each Participating Entity must ensure that it has the requisite authority to execute a

Participating Addendum under its applicable laws and regulations. Payment for all accepted Deliverables are due within forty-five (45) days after acceptance of the Deliverables. The Contractor shall submit an invoice to the Purchasing Entity for the Performance. The invoice shall include detailed information for Deliverables, delivered and Performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with Purchasing Entity's applicable law.

4. Payments and Credits

- a. The Purchasing Entity shall pay for Deliverables only upon Acceptance pursuant to this Master Agreement, the applicable Participating Addendum, and a SOW, as applicable, and receipt of a properly documented invoice from the Contractor. At the Purchasing Entity's request, Contractor shall submit to the Purchasing Entity such documentation as the Purchasing Entity deems it to be necessary or appropriate to justify and support the Performance detailed in any invoice, prior to the Purchasing Entity approving the invoice for payment.
- b. The Purchasing Entity shall pay Contractor upon Acceptance within net forty-five (45) days after each calendar month end and receipt of Contractor's properly documented invoice and supporting detail, whichever is the later date.
- c. Contractor shall furnish separate invoices for each Purchase Order and shall itemize each charge included in each invoice as a separate line item.
- d. Contractor may supplement Exhibit B to make additional services and related terms available to Participating Entities. The supplement will only be deemed to be accepted by the Lead State if the latter issues an Addendum to the Master Agreement indicating its concurrence with the supplement.
- e. No additions to or reductions in the Deliverables and prices for work completed in the Performance of any Purchase Order shall be permitted unless the Purchasing Entity issues a change order in accordance with the provisions of Section 17.
- f. Price Adjustments
 1. Prices for mark-up percentages listed in Exhibit B shall remain firm for the duration of the Master Agreement.
 2. Rates listed in Exhibit B shall remain unchanged for twelve (12) months following the Effective Date of this Master Agreement. The Contractor shall have the right to request a price adjustment only during the thirty (30) days immediately preceding the annual anniversary dates of the Effective Date of this Master Agreement during the Term of this Master Agreement. During this thirty (30) day period, the Contractor may submit a request in writing to the Lead State for a price adjustment that is consistent with and relative to price changes originating with and compelled by manufacturer and/or market trends and which changes are outside of the Contractor's control. The Contractor must fully document its request, attaching to the request, without limitation, such manufacturer and market data, as support for the requested adjustment. The Lead State may, in its sole discretion, approve or disapprove the requested adjustment, in whole or in part. Any approved adjustment shall be final and shall remain unchanged until the next annual anniversary date of the Effective Date of this Master Agreement. The Contractor shall submit all requests in accordance with Master Agreement Section 75. Notice. A request made to the Purchasing Entity shall not be valid and the parties shall treat it as if the Contractor had not made the request at all. A request made to the Purchasing Entity shall not be considered timely and shall not toll or extend the running of the thirty (30) days. The right of the Contractor to request a particular price adjustment shall lapse upon the expiration of the applicable thirty (30) days. If the Contractor

fails to make a timely request, then the price shall remain unchanged from the previous year and shall continue through the next succeeding twelve (12) months and until the second annual anniversary of the Effective Date of this Master Agreement. If approved, price adjustments shall become effective ten (10) days after the date of the approval. The Contractor shall honor any purchase orders issued prior to the effective date of the approval at the price in effect at the time of the issuance of the Purchase Order.

5. Order and Delivery

The Contractor shall Perform in accordance with Exhibit A and at the prices set forth in Exhibit B. Except as it may otherwise be set forth in Exhibit A or B, as applicable, the Contractor shall deliver the Goods F.O.B. wherever specified by the Purchasing Entity in its Purchase Order or in another communication to Contractor. The administration and Performance of this Contract are facilitated by and in accordance with certain provisions of the NASPO ValuePoint cooperative contract consortium of the National Association of State Procurement Officers. Those provisions are set forth in Exhibit D.

6. Purchase Orders

- a. This Master Agreement itself is not an authorization for the Contractor to begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued Purchase Order against this Master Agreement and an applicable Participating Addendum for Performance.
- b. The Purchasing Entity shall issue a Purchase Order against a Participating Addendum incorporating this Master Agreement directly to the Contractor and to no other party.
- c. All Purchase Orders shall be in written or electronic form, bear the Master Agreement number and Participating Addendum number (if any) and comply with all other Participating Entity and Purchasing Entity requirements, particularly the Purchasing Entity's requirements concerning procurement. Purchase Orders issued in compliance with such requirements shall be deemed to be duly issued.
- d. A Contractor Performing without a duly issued Purchase Order in accordance with this Section does so at the Contractor's own risk and does not impose on a Purchasing Entity any corresponding obligation.
- e. The Purchasing Entity may, in its sole discretion, deliver to the Contractor any or all duly issued Purchase Orders via electronic means only, such that the Purchasing Entity shall not have any additional obligation to deliver to the Contractor a "hard copy" of the Purchase Order or a copy bearing any hand-written signature or other "original" marking.

7. Time of the Essence

Time is of the essence with respect to all provisions of this Master Agreement that specify a time for Performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Master Agreement.

8. Waiver

- a. No waiver of any Breach of this Master Agreement shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in this Master Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided in this Master Agreement or at law or in equity. Any waiver by the Lead State, a Participating Entity, or a Purchasing Entity must be in writing.

- b. A party's failure to insist on strict performance of any provision of this Master Agreement shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.

9. Deliverable Evaluation, Acceptance and Ownership

- a. Any Deliverable furnished by Contractor under the terms of this Master Agreement will be subject to Acceptance Testing. User Acceptance Testing (UAT) for each Deliverable begins as of the date the Purchasing Entity notifies the Contractor in writing that the Deliverable provided for UAT has successfully met the Acceptance Criteria, successfully delivered and/or installed in the development and testing computer environment and is ready for UAT. The following procedures will apply during UAT:
 - 1. The Purchasing Entity shall provide Contractor with (a) written notice of Acceptance of the Deliverable or (b) a written statement which identifies in reasonable detail, with references to the applicable requirements, the deficiencies preventing Acceptance.
 - 2. Contractor shall have five (5) Business days, or such other period mutually agreed upon by the parties in writing, from the date it receives the notice of deficiencies to complete corrective actions to make the Deliverable conform in all material respects to the applicable Specifications. The Purchasing Entity shall review the corrected Deliverable and notify Contractor in writing of acceptance or rejection in accordance with the foregoing provisions of this Section.
 - 3. The Acceptance Date for a Deliverable shall be the date of written notice of Acceptance of the Deliverable from Purchasing Entity to Contractor.
- b. If UAT for the System is successfully completed, the Purchasing Entity shall in writing notify the Contractor of the Purchasing Entity's Acceptance of the System, and the date of such notice will be the Acceptance Date for the System.
- c. If requested by Contractor, Purchasing Entity shall complete Contractor's acceptance certificate, in a form reasonably acceptable to Purchasing Entity, so long as such certificate does not amend, alter or modify in any way the terms of this Master Agreement.
- d. A Purchasing Entity shall own all Deliverables provided to it by Contractor under this Master Agreement, subject to subparagraph e) below, and shall have the right to alter, modify, create derivative works, copy and distribute any Deliverable acquired under this Master Agreement including any and all configuration, programming, inventions or improvements to computer programs or base software or both, specifically developed by the Contractor and paid for by the Purchasing Entity pursuant to this Master Agreement. The Purchasing Entity shall retain all ownership rights to any such configuration, programming, inventions or improvements.
 - 1. A Purchasing Entity shall own any inventions or improvements to Contractor IP, if such invention or improvement was developed in the Performance of this Master Agreement and paid for by the Purchasing Entity. Contractor shall have a perpetual license at no cost to use any such inventions or improvements to Contractor IP for Contractor's own or commercial purposes.

Nothing in this provision shall be construed as transferring to the Lead State, Participating Entity, or Purchasing Entity any ownership interest or rights to Contractor IP.

- e. The Purchasing Entity shall have a nonexclusive, nontransferable, royalty-free, irrevocable,

perpetual license to use, alter, modify, create derivative works (without the right to sublicense) and copy Contractor IP in connection with the Purchasing Entity's business needs and operations if Contractor IP is provided to the Purchasing Entity by Contractor in order to Perform any Services or provide any Deliverables required under this Master Agreement.

- f. If any Deliverable becomes the actual or prospective subject of any patent, copyright, license or proprietary rights claim or proceeding, Contractor shall do one or more of the following at the option of Contractor:
 - 1. Modify the Deliverable or substitute another equally suitable Deliverable (provided that the function of the modified or substitute Deliverable equals or exceeds that of the original Deliverable);
 - 2. Obtain for the Purchasing Entity the right to continued use of the Deliverable; or
 - 3. If neither 1 nor 2 above is commercially reasonable, Purchasing Entity shall discontinue use of the Deliverable subject to such claim or proceeding and the Contractor shall refund the Purchasing Entity the fees paid for the Deliverable.
- g. Each party reserves for itself all proprietary rights not expressly granted to the other. Contractor shall not be limited in developing, using or marketing services or products which are similar to the Deliverables or Services provided under this Master Agreement.

10. Data: Access and Ownership

a. Access to Master Agreement and State Data

The Contractor shall provide to the Purchasing Entity access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Master Agreement and the Purchasing Entity that are in the possession or control of the Contractor upon demand and shall provide the data to the Purchasing Entity in a format prescribed by the Purchasing Entity and the State Auditors of Public Accounts at no additional cost.

b. Ownership of Data

- 1. All ownership, title, licenses, proprietary rights and interest (including, but not limited to, perpetual use) (for purposes of this Ownership of Data Section, collectively, "Title") of and to any and all data as defined in section 4e-1 of the Connecticut General Statutes, ("Data") that is uploaded, collected, stored, held, hosted, located or utilized by the Purchasing Entity or Contractor and Contractor Parties directly or indirectly in connection with this Master Agreement at all times is and will always remain vested in the Purchasing Entity. At no time will Contractor have Title to such Data, wherever located.
- 2. At no cost to the State the Contractor and Contractor Parties shall, no later than fifteen (15) days after (i) receiving a written request from the Purchasing Entity or (ii) Termination for any reason, deliver and transfer possession to the Purchasing Entity all of the Data, in a format acceptable to the Purchasing Entity.
- 3. At no cost to the Purchasing Entity, the Contractor and Contractor Parties shall, no later than fifteen (15) days, unless otherwise mutually agreed to in writing by the Parties, after (i) receiving a written request from the Purchasing Entity, (ii) receiving final payment from the Purchasing Entity, or (iii) Termination for any reason, over-write and securely delete all of the Data, such that the Data will be expunged in a manner to make retrieval of the Data impossible.

4. The Contractor's failure to deliver and transfer possession of the Data to a duly authorized agent of the Purchasing Entity shall constitute, without more, a de facto breach of this Master Agreement. Consequently, the Contractor shall indemnify and hold harmless the Purchasing Entity, the Participating Entity, and the Lead State, as appropriate, for any and all damages, costs and expenses associated directly or indirectly with such failure. The damages, costs and expenses shall include, but not be limited to, those resulting from any corresponding contracting for credit or identity protection services, or both, and from any subsequent non-Purchasing Entity use of any Data. If Contractor Parties will Perform for any purpose under this paragraph, the Contractor represents and warrants that it shall cause each of the Contractor Parties to so Perform and that each has vested in the Contractor plenary authority to cause the Contractor Parties to Perform. For purposes of this Ownership of Data Section, "Perform" shall include, but not be limited to, the obligations relating to the sale, transfer of Title, removal and transfer of possession of the Data and indemnifying and holding harmless the Purchasing Entity, the Participating Entity, and the Lead State. The Contractor on its own behalf and on behalf of the Contractor Parties shall also provide, no later than 30 days after receiving a request by the Purchasing Entity, such information as the Purchasing Entity may identify to ensure, in the Purchasing Entity's sole discretion, compliance with the provisions of this Ownership of Data Section. This Ownership of Data Section survives Termination.

11. Change Order Within Scope

The Purchasing Entity may, at any time, with thirty (30) calendar days' advance written notice to Contractor, request changes to the Deliverables that come within the scope of the Master Agreement or the SOW, as applicable. Contractor shall not deny or delay approving the request. The request may include, but is not limited to, modifications or other changes required to correct System deficiencies, and changes required by new or amended State or federal laws and regulations or both that are included in the Deliverables in Exhibit A. Contractor shall make any changes to the Deliverables that are required due to Deliverable deficiencies or failure in accordance with the requirements of this Master Agreement, without charge. Contractor shall at its sole cost and expense conduct any investigation necessary to determine the source of the problem requiring the change. No additions or reductions in the Deliverables and prices for work completed in the Performance of any Purchase Order shall be permitted unless the Purchasing Entity issues a change order in accordance with this Section.

12. Rejected Items; Abandonment

- a. The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any Purchasing Entity premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The Purchasing Entity may, by written notice and in accordance with this Master Agreement, direct the Contractor to remove any or all such Goods ("the "Rejected Goods") and any or all other supplies, materials, equipment or other tangible personal property (collectively, the "Contractor Property") from and out of Purchasing Entity premises and any other location which the Purchasing Entity manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties, that:
 1. they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the Purchasing Entity and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor

Property;

2. there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
 3. they vest authority, without any further act required on their part or the Purchasing Entity's part, in the Purchasing Entity to use or dispose of the Rejected Goods and Contractor Property, in the Purchasing Entity's sole discretion, as if the Rejected Goods and Contractor Property were the Purchasing Entity's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
 4. if the Purchasing Entity incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the Purchasing Entity shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the Purchasing Entity no later than thirty (30) days after the date of invoice; and
 5. they do remise, release and forever discharge the Purchasing Entity and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "Purchasing Entity and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the Purchasing Entity and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.
- b. The Contractor shall secure from each Contractor Party, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this Section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the Purchasing Entity, such information as the Purchasing Entity may require to evidence, in the Purchasing Entity's sole determination, compliance with this Section.

13. Replacement Deliverables

The Purchasing Entity may order any Replacement Deliverables then available. Replacement Deliverables are subject to evaluation and Acceptance as set forth in this Master Agreement.

14. Maintenance and Support

- a. Contractor represents and warrants that after Acceptance of the System by the Purchasing Entity and throughout the duration of the Warranty Period, Contractor shall provide the following maintenance and support services at no additional cost:
 1. Assistance in accordance with the requirements of Exhibit A, Purchase Order or a SOW, as applicable;
 2. Improvements related to any and all Deliverables; and
 3. Improvements to any and all Deliverables to cause each Deliverable to operate under new versions or releases of the operating system(s), database system(s), application servers or report servers that comprise the Purchasing Entity's computer operating environment.
- b. Upon expiration of the Warranty Period, maintenance and support and on-going services shall be provided by the Contractor on an annual basis if requested by the Purchasing Entity and

identified in Exhibit B, Price Schedule. Contractor shall invoice the Purchasing Entity in accordance with Exhibit B, Price Schedule.

- c. Provided the Purchasing Entity is current on its maintenance and support and on-going services payments, the Contractor shall provide Services itemized in a SOW in addition to the following:
 - 1. Assistance in accordance with the requirements of Exhibit A, Purchase Order or a SOW, as applicable;
 - 2. Improvements that may be developed by Contractor or made available to Contractor by the Licensor related to any and all Deliverables; and
 - 3. Improvements to any and all Deliverables to cause each to operate under new versions or releases of the operating system(s), database system(s), application servers or report servers that comprise the Purchasing Entity's computer operating environment at no additional cost.
- d. Contractor shall provide a complete list of any platform requirements and specifications to provide technical support services.
- e. The Purchasing Entity shall provide Contractor full and free access to each Deliverable for the limited purpose of providing Services required under this Master Agreement, subject to the Purchasing Entity's and the applicable Site's access policies.

15. Software and Source Code Escrow

Contractor shall deposit copies of the source code and object code of all Licensed Software used in the System and all other Materials necessary to operate the System in accordance with this Master Agreement (the "Escrow Deposit") with an escrow agent that is acceptable to the Lead State in its sole discretion, to be held and maintained under the terms of an escrow agreement that is acceptable to the Lead State in its sole discretion, subject to release to the Lead State upon the occurrence of any Triggering Event. Contractor shall make the initial deposit as a condition to the Purchasing Entity's acceptance of the System on the Acceptance Date for the System. Contractor shall update the Escrow Deposit with additional Licensed Software and Materials as a condition to Purchasing Entity's acceptance of each Deliverable and each Improvement to the System throughout the Term. At the time of the initial deposit and each update, Contractor shall provide notice and an accurate and complete description of all Licensed Software and Materials that are in the Escrow Deposit. "Triggering Events" for a release of the Escrow Deposit, as amended and in effect throughout the Term, shall include:

- a. if a substantial change in the ownership or management of Contractor occurs that has not been approved by the Lead State in advance; or
- b. if Contractor does not comply with the Representations and Warranties Section, subparagraph f, and the noncompliance continues for thirty (30) calendar days; or
- c. if any of Contractor's assets or properties that are significant to this Master Agreement are sequestered by or in consequence of a court order and such order remains in effect for more than 60 days; or
- d. if Contractor files a petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation; or
- e. consents to the filing of any petition against it under any such statute, law or regulation; or

- f. if Contractor files a formal or informal assignment for the benefit of its creditors, admits in writing its inability to pay debts generally when they become due, files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in any proceeding of a nature described above or seeks, consents or acquiesces in the appointment of a trustee, receiver or liquidator of Contractor or for all or any part of its property; or
- g. ninety (90) days after the commencement of any proceeding against Contractor seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, if such proceeding has not been dismissed; or
- h. if a final judgment (not reimbursed by insurance policies of Contractor or any of its subsidiaries) for the payment of money in excess of [\$ to be determined] is rendered against Contractor or any of its subsidiaries and remain undischarged for a period of 30 days during which execution has not been effectively stayed.

16. Project Personnel

- a. The Purchasing Entity may designate a project administrator ("Project Administrator"), who may be replaced at the discretion of the Purchasing Entity and shall notify Contractor in writing of such designation. The Project Administrator shall have the authority to act for the Purchasing Entity under this Master Agreement for scheduling, issue resolution, meeting coordination and information dissemination and for any Deliverables and such authority shall continue to be in effect throughout the Term, unless the Purchasing Entity sooner notifies Contractor in writing of any change in the authority or identity of the Project Administrator.
- b. The parties shall complete, date and sign a project team member list identifying Key Contractor Personnel assigned to the project and attach the list to the applicable Purchase Order or SOW, or both. Contractor shall not remove any Key Contractor Personnel except in accordance with the following:
 - 1. If one or more of the Key Contractor Personnel, for any reason, becomes or is expected to become unavailable for work for a continuous period exceeding five (5) Business Days, or is expected to devote substantially less effort to the work than anticipated at the time that they were approved as Key Contractor Personnel, then the Contractor shall, subject to the concurrence of the Project Administrator, replace that Key Contractor Personnel with personnel of at least equal ability and qualifications no later than two (2) Business Days after being notified or becoming aware of the Key Contractor Personnel's actual or expected unavailability or the date agreed upon by the Project Administrator, whichever is earlier.
 - 2. For any reason, the Purchasing Entity may demand, in writing, that the Contractor either remove one or more Key Contractor Personnel, or, remove the Key Contractor Personnel and provide a substitute. The request may, but need not, provide a detailed explanation of the circumstances for the proposed removal. The Contractor shall deliver the resumes of the proposed substitute Key Contractor Personnel to the Project Administrator for consideration within three (3) Business Days of receiving the substitution request. The Project Administrator shall notify the Contractor of approval or disapproval in writing within three (3) Business Days of receiving the resumes. Once the Purchasing Entity approves, the Contractor shall make the change in the Key Contractor Personnel within two (2) Business Days of the approval.
 - 3. Time is of the essence in the removal process of Key Contractor Personnel. Accordingly, the Contractor shall do and perform all acts and things that are necessary or appropriate in order to minimize or eliminate disruptions to the Performance.
- c. If the project team member list will change, then the parties shall date and sign a revised project team member list to reflect any changes to the Key Contractor Personnel. The parties will do so

no later than ten (10) days after the effective date of the change and the parties will indicate on the revised list that such revised list supersedes the list being revised. The revised list will be deemed to be attached to the Purchase Order or SOW, or both, as of the date that the last party signs it, without any further act necessary of either party.

17. Working and Labor Synergies

The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties, their work force, Purchasing Entity employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under this Master Agreement.

18. Background Checks

To the extent applicable, the Contractor and Contractor Parties shall submit to and incur the cost of fingerprint supported federal and state criminal history background checks as may be required by the state, the Purchasing Entity, or as provided for in any Purchasing Entity document that governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the state and its agents in connection with such background checks.

19. Other Warranties

Contractor warrants that:

- a. Each Deliverable installed by Contractor, an authorized agent of Contractor or installed by the Purchasing Entity in accordance with Contractor's instructions, will function according to the Specifications and Performance Criteria on the Acceptance Date for such Deliverable;
- b. During the Warranty Period, Contractor shall make Improvements to the Deliverable as necessary or appropriate to maintain ongoing reliability according to Performance Criteria identified in Exhibit A or a SOW, as applicable; and
- c. Contractor shall provide each Deliverable within the time frames established under this Master Agreement, a Purchase Order or a SOW, as applicable.
- d. Contractor does not exclude or modify the implied warranties of merchantability and fitness for a particular purpose concerning the Deliverables.

20. System Warranties

- a. Contractor represents and warrants that the System shall conform to this Master Agreement, the Specifications, Performance Criteria, Documentation and as applicable, the SOW and that it shall be free from defects in material and workmanship upon the Acceptance Date of the System and through the Warranty Period, unless the Master Agreement is Terminated earlier.
- b. During the Warranty Period, Contractor shall, at no charge, make Improvements to the Deliverables as necessary to maintain ongoing System reliability in accordance with the Specifications, Performance Criteria, Documentation, and as applicable, the SOW.

21. Sales and Use Report

Contractor shall deliver a sales and use report on a quarterly basis, in form and content as pre-approved by the Lead State, the Participating Entity, or Purchasing Entity. The Contractor shall deliver the report within ten (10) days following the end of each calendar quarter. The Contractor shall provide the Lead State, the Participating Entity, or Purchasing Entity with any additional reports as the Lead State, the Participating Entity, or Purchasing Entity may request from time to time within ten (10) days following receipt of the written request. Timely submission of these reports is a material requirement of this Master Agreement. All Title and property rights and interests in and to the reports and the data in the media containing the reports at all times is and will always remain vested in the State. At no time will Contractor have Title to such reports, data or media, wherever located. Accordingly, the Lead State, Participating Entity and the Purchasing Entity shall have a perpetual, irrevocable, non-exclusive, transferable right to display, modify, copy and otherwise use the reports, data, and information provided under this Section.

22. Breach

- a. If one party (the "Non-breaching Party") determines that the other (the "Breaching Party") has failed to comply with any of the Breaching Party's corresponding Master Agreement obligations (a "Breach"), then the Non-Breaching Party shall provide written notice of such failure to the Breaching Party in accordance with this Master Agreement. The Non-breaching Party must provide the Breaching Party an opportunity to remedy the Breach within thirty (30) calendar days from the date of the notice. However, if Contractor is the Breaching Party, then the Purchasing Entity may set forth any remedy period in the notice, so long as that period is otherwise consistent with the provisions of this Master Agreement. The period set forth in the notice is known as the "Remedy Period." The Non-Breaching Party shall extend the Remedy Period if it is satisfied that the Breaching Party is making a good faith effort to remedy the Breach, but the nature of the Breach is such that it cannot be remedied within the Remedy Period.
- b. If the Purchasing Entity determines that the Contractor has committed a Breach, then the Purchasing Entity may require the Contractor to, and Contractor shall, prepare and submit to the Purchasing Entity a CAP in connection with the identified Breach. Contractor shall provide in the CAP a detailed explanation of the deficiencies and other factors that contributed to the cited Breach, Contractor's assessment or diagnosis of Breach (identifying the deficiencies and factors in reasonable detail, with references to the applicable Specifications), and a specific proposal to remedy or resolve the Breach. Contractor shall submit the CAP to the Purchasing Entity within ten (10) Business Days following the Purchasing Entity's request for the CAP for the Purchasing Entity's review and approval. Within ten (10) Business Days of receiving the CAP, the Purchasing Entity must either approve the CAP, or reject it by delivering to Contractor a written explanation for the rejection. If the Purchasing Entity fails to accept or reject the CAP within the ten (10) Business Days, then the CAP is deemed to have been approved, without more. The Purchasing Entity's explanation for the rejection must include suggestions for changes to the CAP and the Contractor shall address the suggestions in such a manner to make it likely that the Purchasing Entity will approve the CAP when the Contractor re-submits it to the Purchasing Entity for review and approval. If the Purchasing Entity rejects a CAP, then the parties will repeat this submittal and review process until the earliest of one of the following: (1) the Purchasing Entity accepts a CAP, (2) the Purchasing Entity waives its right to receive a CAP, (3) Contractor remedies the Breach, (4) the Purchasing Entity waives the Breach, or (5) the Purchasing Entity makes a determination to Terminate this Master Agreement. After the first rejection, each of the parties will have five (5) Business Days, instead of ten (10) Business Days, within which to review the CAP. Each subsequent revision and review will be for up to three (3) Business Days each instead of ten (10) or five (5) Business Days.
- c. If the Purchasing Entity determines that the Contractor has Breached this Master Agreement, then the Purchasing Entity may withhold payment in whole or in part for any amounts due

pending resolution of the Performance issue, provided that the Purchasing Entity notifies Contractor in writing prior to the date that the payment would have been due.

- d. For purposes of the Purchasing Entity determining whether there is a Breach under this Master Agreement, or whether any statement in the Representations and Warranties Section of this Master Agreement is false or misleading, the parties deem the Acts of the Contractor Parties to be the Acts of the Contractor itself, as if the Contractor itself was the subject of the Acts which the Purchasing Entity considers in determining if there was a Breach, or an instance of false or misleading statements, or both.
- e. The written notice of the Breach may include an effective Termination date. If the identified Breach is not remedied by the stated Termination date, unless otherwise modified by the Non-breaching Party in writing before such date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Termination date, then the Non-breaching Party shall provide the Breaching Party no less than twenty-four (24) hours' prior written notice before terminating this Master Agreement.
- f. Notwithstanding any provisions in this Master Agreement, the Lead State may terminate this Master Agreement with no Remedy Period for Contractor's Breach or violation of any of the representations or warranties in this Master Agreement and revoke any consent to assignments given as if the assignments had never been requested or consented to, without liability to Contractor or Contractor Parties or any third party. Termination under this Breach section is subject to the provisions of the Termination Section of this Master Agreement. In case of such revocation or Termination, the Purchasing Entity will have no liability or responsibility to Contractor or Contractor Parties or any third party, or any of them, resulting from the Termination or revocation.
- g. None of the Lead State's rights under this Breach Section diminishes the Lead State's rights under the Termination Section of this Master Agreement.

23. Termination

- a. Notwithstanding any provisions in this Master Agreement, the Lead State, through a duly authorized employee, may Terminate this Master Agreement whenever the Lead State makes a written determination that such Termination is in the best interests of the Lead State. The Lead State shall notify the Contractor in writing of Termination pursuant to this Section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under this Master Agreement prior to such date.
- b. Notwithstanding any provisions in this Master Agreement, either party, through a duly authorized employee, may, after making a written determination that the other party has Breached this Master Agreement and has failed to remedy the Breach, Terminate this Master Agreement in accordance with the Breach Section of this Master Agreement.
- c. Notices of Termination must be sent certified in accordance with the Notice Section of this Master Agreement. Upon receiving the Termination notice from the Lead State, the Contractor shall immediately modify or discontinue all Performance affected in accordance with the terms of the notice, undertake commercially reasonable efforts to mitigate any losses or damages and deliver to the Lead State or the Purchasing Entity (as directed in the notice) all Records. The Records are deemed to be the property of the State and the Contractor shall deliver them to the Lead State or the Purchasing Entity (as directed in the notice) no later than thirty (30) days after the Termination of this Master Agreement or fifteen (15) days after the Contractor receives a written request from the Lead State for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

- d. Except for any work which the Lead State directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- e. The Purchasing Entity shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Purchasing Entity in accordance with Exhibit A or a SOW, as applicable, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Purchasing Entity will not tender to the Contractor any payments for anticipated or lost profits. Upon request by the Purchasing Entity, the Contractor shall assign to the Purchasing Entity, or any replacement contractor which the Purchasing Entity designates, all subcontracts, Purchase Orders and other commitments, deliver to the Purchasing Entity all Records and other information pertaining to its Performance, and remove from Purchasing Entity premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Lead State or the Purchasing Entity (as directed in the notice) may request.
- f. Upon Termination of this Master Agreement, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the Sections which survive Termination. All representations, warranties, agreements and rights of the parties under this Master Agreement shall survive such Termination to the extent not otherwise limited in this Master Agreement and without each one of them having to be specifically mentioned in this Master Agreement.
- g. Termination of this Master Agreement pursuant to this Section shall not be deemed to be a Breach of Master Agreement by the Lead State, a Participating Entity, or a Purchasing Entity.

24. Continued Performance

The Contractor and Contractor Parties shall continue to Perform their obligations under this Master Agreement while any dispute concerning this Master Agreement is being resolved.

25. Open Market Purchases

Failure of the Contractor to Perform within the time specified the Master Agreement, or within a reasonable time as determined by the Lead State, or failure of the Contractor to replace rejected Deliverables when so requested, immediately or as directed by the Lead State's CIO, shall constitute authority for the Lead State to terminate the Master Agreement and purchase the Deliverables on the open market to replace those which have been rejected, not delivered, or not performed. The Lead State may authorize immediate purchases on the open market in the case of any rejections. On all such purchases, the Contractor shall immediately reimburse the Lead State for excess costs occasioned by such purchases. Such purchases shall be deducted from the Master Agreement quantities. However, should public necessity demand it, the State reserves the right to use or consume Deliverables which are substandard in quality, subject to an adjustment in price to be determined by the Lead State.

26. Setoff

A Purchasing Entity, in its sole discretion, may setoff and withhold (1) any costs or expenses including but not limited to costs or expenses such as overtime, that the Purchasing Entity incurs resulting from the Contractor's unexcused Breach under this Master Agreement and under any other

agreement or arrangement that the Contractor has with the Purchasing Entity and (2) any other amounts of whatever nature that are due or may become due from the Purchasing Entity to the Contractor, against amounts otherwise due or that may become due to the Contractor under this Master Agreement, or under any other agreement or arrangement that the Contractor has with the Purchasing Entity. The Purchasing Entity's right of setoff and to withhold shall not be deemed to be the Purchasing Entity's exclusive remedy for the Contractor's or Contractor Parties' Breach of this Master Agreement, all of which shall survive any setoffs and withholdings by the Purchasing Entity.

27. Cross-Default

- a. If the Contractor or Contractor Parties Breach, default or in any way fail to Perform satisfactorily under this Master Agreement, then the Lead State may, in its sole discretion, without more and without any action whatsoever required of the Lead State, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements ("Other Agreements") that the Contractor or Contractor Parties have with the Lead State. Accordingly, the Lead State may then exercise at its sole option any and all of its rights or remedies provided for in this Master Agreement or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of the Lead State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.
- b. If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under any or all Other Agreements with the Lead State, then the Lead State may, in its sole discretion, without more and without any action whatsoever required of the Lead State, treat any such event as a breach, default or failure to Perform under the Master Agreement. Accordingly, the Lead State may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or this Master Agreement, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of the Lead State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under this Master Agreement.

28. Sovereign Immunity

The parties acknowledge and agree that nothing in this Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.

29. Representations and Warranties

Contractor represents and warrants to the Lead State for itself and, as applicable, the Contractor Parties that:

- a. each is a duly and validly existing under the laws of each such entity's respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by this Master Agreement. Further, as appropriate, each has taken all necessary action to authorize the execution, delivery and Performance of this Master Agreement and have the power and authority to execute, deliver and Perform its obligations under this Master Agreement;
- b. each will comply with all applicable State and Federal laws and municipal ordinances in satisfying its obligations to the State under and pursuant to this Master Agreement, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics; Title 4a, Chapter 51 concerning State purchasing; and (3) Title 22a, Chapter 446c, section 22a-

194a concerning the use of polystyrene foam;

- c. the execution, delivery and Performance of this Master Agreement will not violate, be in conflict with, result in a Breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- d. each is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- e. as applicable, each has not, within the three years preceding the Effective Date of this Master Agreement, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under this Master Agreement, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or Performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records or property, making false statements, or receiving stolen property;
- f. each is not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- g. they have notified the Lead State in writing whether they have had any contracts with any governmental entity Terminated for cause within the three (3) years preceding the Effective Date;
- h. none has employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure this Master Agreement and it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Master Agreement or any assignments made in accordance with the terms of this Master Agreement;
- i. to the best of each entity's knowledge, there are no Claims involving Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under this Master Agreement;
- j. each shall disclose, to the best of its knowledge, to the State in writing any Claims involving it that would be required disclosure on Form 8-K of the Securities Exchange Act of 1934 no later than ten (10) calendar days after becoming aware or after it should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to the State, the ten (10) calendar days in the Section of this Master Agreement concerning disclosure of Contractor Parties litigation shall run consecutively with the ten (10) days provided for in this representation and warranty;
- k. each entity's participation in the Solicitation process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- l. the proposal submitted by Contractor in response to the Solicitation was not made in connection or concert with any other person, entity or proposer, including any affiliate (as defined in the Tangible Personal Property Section of this Master Agreement) of the proposer, submitting a proposal for the same Solicitation, and is in all respects fair and without collusion or fraud;

- m. each is able to Perform under this Master Agreement using their own resources or the resources of a party who has not submitted a proposal;
- n. if Contractor does not have plenary authority to make the representations and warranties in this Section, as applicable, on behalf of Contractor Parties, then Contractor shall enter into a written contract with Contractor Parties, in which contract Contractor Parties shall make all of the applicable representations and warranties in this Section;
- o. each has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut; they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- p. none owes unemployment compensation contributions;
- q. none is delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- r. all of each entity's vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- s. each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms of this Master Agreement and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from the Lead State or the Purchasing Entity, such information as the Lead State or the Purchasing Entity may require to evidence, in their sole determination, compliance with this Section;
- t. each either owns or has the authority to use all the Deliverables;
- u. to the best knowledge of Contractor, the Deliverables do not infringe or misappropriate any patent, copyright, trade secret or other intellectual property right of a third party;
- v. to the best knowledge of Contractor, the Purchasing Entity's use of any Deliverables in a manner consistent with this Master Agreement shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- w. if any party shall procure any Deliverables, they shall sublicense such Deliverables and that the Purchasing Entity shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Deliverables; and
- x. each shall assign or otherwise transfer to the Purchasing Entity or afford the Purchasing Entity the full benefits of any manufacturer's warranty for the Deliverables, to the extent that such warranties are assignable or otherwise transferable to the Purchasing Entity.

30. Further Assurances

The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Master Agreement and which do not involve the vesting of rights or assumption of obligations other than those provided for in this Master Agreement, in order to give full effect to this Master Agreement and to carry out the intent of this Master Agreement.

31. Advertising

The Contractor shall not refer to sales to the Lead State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without the Lead State's prior written approval.

32. Contractor Changes

The Contractor shall notify the Lead State in writing no later than ten (10) days from the effective date of any change in:

- a. its certificate of incorporation or other organizational document;
- b. more than a controlling interest in the ownership of the Contractor; or
- c. the individual(s) in charge of the Performance.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. The Lead State, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to the Lead State's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of this Master Agreement. The Contractor shall deliver such documents to the Lead State in accordance with the terms of the Lead State's written request. The Lead State may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under this Master Agreement; the surviving Contractor Parties, as appropriate, must continue to Perform under this Master Agreement until Performance is fully completed.

33. Contractor Responsibility

- a. The Contractor shall be responsible for the entire Performance under this Master Agreement regardless of whether the Contractor itself Performs. The Contractor shall be the sole point of contact concerning the management of this Master Agreement, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of this Master Agreement.
- b. The Contractor shall exercise all reasonable care to avoid damage to a Purchasing Entity's property or to property being made ready for the Purchasing Entity's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the Purchasing Entity.

34. Continuity of Systems

- a. This Section is intended to comply with Conn. Gen. Stat. §4d-44. Nothing in this Section shall be construed to prevent Contractor from being paid for its Performance that is provided in accordance with this Master Agreement.
- b. Contractor acknowledges that the Deliverables, the Systems and associated Services are important to the function of a Purchasing Entity's operations and that they must continue without interruption. Pursuant to Conn. Gen. Stat. §4d-44, if the work under this Master Agreement, any subcontract, or amendment to either, is transferred back to a Purchasing Entity or to another contractor at any time for any reason, then Contractor shall cooperate fully with the Purchasing Entity, and do and Perform all acts and things that the Purchasing Entity deems to be necessary or appropriate, to ensure continuity of the Purchasing Entity's information system and

telecommunication system facilities, equipment and Services so that there is no disruption or interruption in Performance as required or permitted in this Contract. Contractor shall not enter into any subcontract for any part of the Performance under this Master Agreement without approval of such subcontract by the Lead State, as required by Conn. Gen. Stat. §4d-32 and without such subcontract including a provision that obligates the subcontractor to comply fully with Conn. Gen. Stat. §4d-44 as if the subcontractor were in fact the Contractor. Contractor shall make a full and complete disclosure of and delivery to the Purchasing Entity or its representatives of all Records and "Public Records," as that term is defined in Conn. Gen. Stat. §4d-33 in whatever form they exist or are stored and maintained and wherever located, directly or indirectly concerning this Master Agreement.

- c. The parties shall follow the below applicable and respective procedures in order to ensure the orderly transfer to Purchasing Entity:

1. Facilities and Equipment:

Unless a shorter period is necessary or appropriate to ensure compliance with Conn. Gen. Stat. §4d-44, in which case that shorter period shall apply, Contractor shall deliver F.O.B. to the location specified by the Purchasing Entity, all Deliverables, Systems, facilities and equipment related to or arising out of this Master Agreement, subcontract or amendment, (other than any of the Deliverables, Systems, facilities or equipment in which Contractor has title under this Master Agreement) no later than ten (10) days from the date that the work under this Master Agreement is transferred back to the Purchasing Entity or to another contractor for any reason. Contractor shall deliver the Deliverables, Systems, facilities or equipment to the Purchasing Entity, during the Purchasing Entity's business hours, in good working order and in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, Contractor shall also deliver all related operation manuals and other Documentation in whatever form they exist and a list of all related passwords and security codes;

2. Software Deliverables created or modified pursuant to this Master Agreement, subcontract or amendment: Unless a shorter period is necessary or appropriate to ensure compliance with Conn. Gen. Stat. §4d-44, in which case that shorter period shall apply, Contractor shall deliver F.O.B. to the location specified by the Purchasing Entity, all Deliverables, Materials and Systems, no later than 10 days from the date that the work under the SOW or this Master Agreement is transferred back to the Purchasing Entity or to another contractor for any reason. Contractor shall deliver such Deliverables, Materials and Systems to the Purchasing Entity, during the Purchasing Entity's Business Hours, in good working order, and if the Purchasing Entity's equipment shall be delivered, in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, Contractor shall also deliver all Deliverable-related operation manuals and other Documentation in whatever form they exist, if delivery of such manuals and documentation is required by this Master Agreement or the SOW for such Deliverable, and a list of all Deliverable passwords and security codes; and
3. Public Records, as defined in Conn. Gen. Stat. §4d-33, which Contractor or Contractor Parties possess or create pursuant to this Master Agreement, subcontract or amendment: Unless a shorter period is necessary or appropriate to ensure compliance with Conn. Gen. Stat. §4d-44, in which case that shorter period shall apply, Contractor shall deliver F.O.B. to the location specified by the Purchasing Entity, all Public Records created or modified pursuant to this Master Agreement, any SOW, subcontract or amendment and requested in writing by the Purchasing Entity (provided that Contractor may redact confidential information of Contractor, its personnel or third parties to the extent permitted by applicable law) no later than the latter of (1) the time specified in the section in this Master Agreement concerning Termination for the return of Public Records and (2) ten (10) days from the date that the work under the Master Agreement or SOW is transferred back to the Purchasing Entity or to

another contractor for any reason. Contractor shall deliver to the Purchasing Entity during the Purchasing Entity's Business Hours those Public Records in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or TXT. Contractor shall deliver to the Purchasing Entity, during the Purchasing Entity's business hours, those Public Records and a list of all applicable passwords and security codes, all in appropriately protective packaging to ensure delivery without damage.

- d. If Contractor employs former Purchasing Entity employees, Contractor shall facilitate the exercising of any reemployment rights that such Purchasing Entity employees may have with the Purchasing Entity, including, but not limited to, affording them all reasonable opportunities during the workday to interview for Purchasing Entity jobs. Contractor shall include language similar to this Section in all of its contracts with its subcontractors and applicable Contractor Parties so that they are similarly obligated.

35. Security and/or Property Entrance Policies and Procedures

Contractor shall adhere to established security and/or property entrance policies and procedures for each Purchasing Entity. It is the responsibility of Contractor to understand and adhere to the Purchasing Entity's policies and procedures prior to entering the Purchasing Entity Site to Perform under this Master Agreement.

36. Disclosure of Contractor Parties Litigation

Contractor shall require that all Contractor Parties, as appropriate, disclose in writing to Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under this Master Agreement, no later than ten (10) calendar days after becoming aware of or after they should have become aware of any such Claims.

37. Protection of Confidential Information

- a. Contractor and Contractor Parties have a duty to and shall, at their own expense, protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with the highest current industry standards and best practices, as they may be amended from time to time.
- b. Contractor and all Contractor Parties shall develop, implement and maintain a comprehensive written information security policy for the protection of Confidential Information that meets or exceeds current industry standards and best practices as they may be amended from time to time. The safeguards contained in the written information security policy must meet or exceed the standards for the protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and State law and in written policy of the Purchasing Entity, Participating Entity, or the Lead State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - 1. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - 2. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept and an auditable electronic system of logging and tracking the viewing, accessing or both of Confidential Information;

3. A process for reviewing policies and security measures at least annually;
 4. Creating secure access controls to Confidential Information, including but not limited to passwords; and
 5. Encrypting of Confidential Information that is stored on laptops, portable devices and storage media or that is being transmitted electronically.
- c. Contractor and Contractor Parties shall notify the Lead State, the Purchasing Entity, and the Connecticut Office of the Attorney General as soon as practical, but no later than the next Business Day, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred which, in the sole opinion of the Purchasing Entity, after consultation with the Lead State's Attorney General, constitutes a breach of security as defined in Connecticut General Statutes, § 36a- 701b, or otherwise (Breach), the Contractor shall, within three (3) Business Days after the notification, present a credit monitoring and protection plan to the Commissioner of the Lead State, the Purchasing Entity, and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring and protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to, reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the Lead State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Breach. Neither Contractor's nor any Contractor Party's costs and expenses for the credit monitoring and protection plan shall be recoverable from the Lead State, Participating Entity, Purchasing Entity, or any affected individuals and shall be outside of any liability cap or limitation contained in this Master Agreement.
- d. Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the provisions of this Master Agreement concerning the obligations of the Contractor to the Purchasing Entity, Participating Entity, or DAS.

38. Confidentiality; Non-Disclosure

The Purchasing Entity shall exercise at least the same degree of care to safeguard any trade secrets or confidential information of Contractor as the Purchasing Entity does its own property of a similar nature and shall take reasonable steps to ensure that neither the confidential information of Contractor nor any part of it will be disclosed for reasons other than its own business interests. Such prohibition on disclosures does not apply to disclosures by the Purchasing Entity to its employees, agents or representatives, provided such disclosures are reasonably necessary to the Purchasing Entity's use of the Deliverable, and provided further that the Purchasing Entity will take all reasonable steps to ensure that the Deliverable is not disclosed by such parties in contravention of this Master Agreement. The Purchasing Entity's performance of the requirements of this Section shall be subject to open records laws and the State of Connecticut Freedom of Information Act ("FOIA"), as applicable.

All Records, Purchasing Entity Data, and any Data owned by the Purchasing Entity in any form, in the possession of the Contractor or Contractor Parties, whether uploaded, collected, stored, held, hosted, located or utilized by Contractor and Contractor Parties directly or indirectly, must remain within the continental United States.

39. Contractor's Obligation to Notify the Lead State Concerning Public Records

In accordance with Conn. Gen. Stat. § 4d-38, if the Contractor or Contractor Parties learn of any violation of the provisions of Conn. Gen. Stat. §§ 4d-36 or 4d-37 they shall, no later than seven calendar days after learning of such violation, notify the Chief Information Officer of such violation.

40. General Assembly Access to Records

In accordance with Conn. Gen. Stat. § 4d-40, the Joint Committee on Legislative Management and each nonpartisan office of the General Assembly shall continue to have access to the Lead State records that is not less than the access that said committee and such offices have on July 1, 1997.

41. Profiting from Public Records

In accordance with Conn. Gen. Stat. § 4d-37, neither Contractor nor Contractor Parties shall sell, market or otherwise profit from the disclosure or use of any public records which are in their possession pursuant to this Master Agreement or any contract, subcontract or amendment to a contract or subcontract, except as authorized in this Master Agreement. For purposes of this Section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

42. Application of FOIA to Public Records Provided to Contractor

In accordance with Conn. Gen. Stat. § 4d-35, any public record which a state agency provides to Contractor or Contractor Parties shall remain a public record for the purposes of subsection (a) of Conn. Gen. Stat. § 1-210 and as to such public records, the State, Contractor and Contractor Parties shall have a joint and several obligation to comply with the obligations of the state agency under the Freedom of Information Act (FOIA), as defined in Conn. Gen. Stat. §1-200, provided that the determination of whether or not to disclose a particular record or type of record shall be made by such state agency.

43. Ownership Rights and Integrity of Public Records

In accordance with Conn. Gen. Stat. § 4d-34, (a) neither Contractor nor Contractor Parties shall have any Title in or to (1) any public records which the Contractor or Contractor Parties possess, modify or create pursuant to a contract, subcontract or amendment to a contract or subcontract, or (2) any modifications by such contractor, subcontractor, employee or agent to such public records; (b) neither Contractor nor Contractor Parties shall impair the integrity of any public records which they possess or create; and (c) public records which Contractor or Contractor Parties possess, modify or create pursuant to this Master Agreement or other contract, subcontract or amendment to a contract or subcontract shall at all times and for all purposes remain the property of the State. For purposes of this Section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 4-33, as it may be modified from time to time.

44. Nondisclosure of Public Records

In accordance with Conn. Gen. Stat. § 4d-36, neither Contractor nor Contractor Parties shall disclose to the public any public records (a) which they possess, modify or create pursuant to this Master Agreement or any contract, subcontract or amendment to a contract or subcontract and (b) that a state agency (1) is prohibited from disclosing pursuant to state or federal law in all cases, (2) may disclose pursuant to state or federal law only to certain entities or individuals or under certain conditions or (3) may withhold from disclosure pursuant to state or federal law. This provision shall not be construed to prohibit the Contractor from disclosing such public records to any Contractor

Parties to carry out the purposes of its subcontract. For purposes of this section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

45. Audit and Inspection of Plants, Places of Business and Records

- a. The Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents (each an "Auditing Entity"), may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the Performance of this Master Agreement and associated Participating Addenda and Orders.
- b. Contractor shall maintain, and shall require each Contractor Party to maintain, accurate and complete Records. Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the Auditing Entity.
- c. The Auditing Entity shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty- four (24) hours' notice prior to the requested audit and inspection date. If the Auditing Entity suspects fraud or other abuse, or in the event of an emergency, the Auditing Entity is not obligated to provide any prior notice.
- d. Contractor shall pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the Auditing Entity, is sufficient to constitute a Breach by the Contractor under this Master Agreement. The Contractor will remit full payment to the Auditing Entity for such audit or inspection no later than 30 days after receiving an invoice from the State. If the Auditing Entity does not receive payment within such time, the Auditing Entity may setoff the amount from any moneys which the Auditing Entity would otherwise be obligated to pay the Contractor in accordance with this Master Agreement.
- e. Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (1) final payment for any Order placed under this Master Agreement, or (2) the expiration or earlier termination of this Master Agreement, as the same may be modified for any reason. An Auditing Entity may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- f. Contractor shall cooperate fully with the Auditing Entity and its agents in connection with an audit or inspection. Following any audit or inspection, the Auditing Entity may conduct and the Contractor shall cooperate with an exit conference.
- g. Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

46. Audit Requirements for Recipients of State Financial Assistance

For purposes of this paragraph, the word "Contractor" shall be deemed to mean "nonstate entity," as that term is defined in section 4-230 of the Connecticut General Statutes. The Contractor shall provide for an annual financial audit acceptable to the Lead State for any expenditure of Lead State awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor shall comply with federal and Lead State single audit standards as applicable.

47. Indemnification

- a. Contractor shall indemnify, defend and hold harmless the Lead State, Participating Entities, Purchasing Entities, NASPO, and its officers, representatives, agents, servants, employees, successors and assigns (each an "Indemnified Party") from and against any and all (1) Claims arising, directly or indirectly, in connection with this Master Agreement for the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or this Master Agreement. Contractor shall use counsel reasonably acceptable to the Indemnified Party in carrying out its obligations under this Section. Contractor's obligations under this Section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or non-copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- b. Contractor shall not be responsible for indemnifying, defending or holding the Indemnified Party harmless from any liability arising due to the negligence of the Indemnified Party or any third party acting under the direct control or supervision of the Indemnified Party.
- c. Contractor shall reimburse the Indemnified Party for any and all damages to the real or personal property of the Indemnified Party caused by the Acts of Contractor or any Contractor Parties. The Indemnified Party shall give Contractor reasonable notice of any such Claims.
- d. Contractor's duties under this Section shall remain fully in effect and binding in accordance with the terms of this Master Agreement, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims or where the Indemnified Party is alleged or is found to have contributed to the Acts giving rise to the Claims or both.
- e. Contractor shall carry and maintain at all times during the Term of this Master Agreement, and during the time that any provisions survive the Term of this Master Agreement, sufficient commercial general liability insurance to satisfy its obligations under this Master Agreement. Contractor shall name the Lead State as an additional insured on the policy and shall provide a copy of the policy to the Lead State prior to the Effective Date of this Master Agreement. Contractor shall not begin Performance until the delivery of the policy to the Lead State. The Lead State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Lead State was contributorily negligent.
- f. This Section shall survive the Termination of this Master Agreement and shall not be limited by reason of any insurance coverage. Unless otherwise set forth herein, this Section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement

48. Forum and Choice of Law

- a. Notwithstanding the other provisions of this of this Forum and Choice of Law Section, the parties deem this Master Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of this Master Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the Lead State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford

only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

- b. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.
- c. If a Claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for Claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

49. Assignment

The Contractor shall not assign any of its rights or obligations under this Master Agreement, voluntarily or otherwise, in any manner without the prior written consent of the Lead State. The Lead State may void any purported assignment in violation of this Section and declare the Contractor in breach of Master Agreement. Any Termination by the Lead State for a breach is without prejudice to the Lead State's or a Participating Entity or Purchasing Entity's rights or possible Claims.

50. Americans with Disabilities Act

Contractor represents that it is familiar with the terms of the Americans with Disabilities Act, 42 U.S.C. §§12101 et seq, and that it is in compliance with the law. Failure of Contractor to satisfy this standard either now or during the Term as it may be amended will render this Master Agreement voidable at the option of the State upon notice to Contractor. Contractor warrants that it will hold the State harmless from any liability that may be imposed upon the State as a result of any failure of Contractor to be in compliance with the Americans with Disabilities Act.

51. Executive Orders and Other Enactments

- a. All references in this Master Agreement to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Master Agreement at any time during its term, or that may be made applicable to the Master Agreement during its Term. This Master Agreement shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. At the Contractor's request, the Lead State, Participating Entity, or Purchasing Entity shall provide a copy of these Enactments to the Contractor. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Master Agreement if it chooses to contest the applicability of the Enactments or the Lead State, Participating Entity, or Purchasing Entity's authority to require compliance with the Enactments.
- b. This Master Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Master Agreement as if they had been fully set forth in it.

- c. This Master Agreement may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Master Agreement as if fully set forth in it.

52. Whistleblower Provision

This Master Agreement may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of such statute, Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty percent of the value of this Master Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

53. Summary of State Ethics Laws

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the Lead State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Master Agreement as if the summary had been fully set forth in this Master Agreement; (b) the Contractor represents that the chief executive officer or authorized signatory of the Master Agreement and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for Termination of the Master Agreement; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

54. Force Majeure

- a. The parties shall not be excused from their respective Master Agreement obligations except in the case of Force Majeure Events and as otherwise provided for in this Master Agreement.
- b. If a Force Majeure Event prevents a party from complying with any obligation or satisfying any conditions under this Master Agreement, then that failure to comply will not constitute a Breach if (A) that party uses reasonable efforts to comply; (B) that party's failure to comply is not due to its failure to (i) take reasonable measures to protect itself against Force Majeure Events or (ii) develop and maintain a reasonable contingency plan to respond to Force Majeure Events; and (C) that party complies with its obligations under subsection (c) of this Section.

- c. If a Force Majeure Event occurs, then the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on its obligations under this Master Agreement, and how long the noncomplying party expects the noncompliance to last. Thereafter, the noncomplying party shall update that information as reasonably necessary, or as the other party may reasonably request, whichever is more frequent. During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume complying with its Performance and obligations under this Master Agreement.
- d. Failure to provide written notice of any Force Majeure Event as soon as the failing party becomes aware of it, or failure by the other party to Act in response to the notice, does not excuse any delays or failures in Performance or obligations.

55. Notice

- a. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Master Agreement (for the purpose of this Section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to DAS:

State of Connecticut Department of Administrative Services
Procurement Division
450 Columbus Boulevard, Suite 1202
Hartford, CT 06103

Attention: 22PSX0021/Michael Baczewski

If to the Contractor: 22PSX0021/To be completed upon Master Agreement award.

The individual designated by Contractor in the response to the Solicitation or as the Contractor may otherwise designate in writing to the Lead State.

- b. Details regarding invoices and all technical or day-to-day administrative matters pertaining to this Master Agreement shall be directed to:

Purchasing Entity: The individual specified in the applicable Purchase Order.

Contractor: The individual designated by Contractor in the response to the Solicitation or as the Contractor may otherwise designate in writing to the Purchasing Entity.

56. Headings

The headings given to the Sections in this Master Agreement are inserted only for convenience and are in no way to be construed as part of this Master Agreement or as a limitation of the scope of the particular Section to which the heading refers.

57. Number and Gender

Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

58. Amendments, Supremacy, Entirety of Master Agreement

No amendment to or modification of this Master Agreement shall be valid or binding unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Attorney General. Any and all Purchase Orders, Statements of Work or other documents authorized in connection with this Master Agreement shall be subject to the terms of this Master Agreement. Any additional terms within any such Purchase Order, SOW, or other document that contradict the terms of this Master Agreement shall have no force or effect and shall in no way affect, change or modify any of the terms of this Master Agreement. This Master Agreement contains the complete and exclusive statement of the terms agreed to by the parties.

59. Severability

If any term or provision of this Master Agreement or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of this Master Agreement or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of this Master Agreement shall be valid and enforced to the fullest extent possible by law.

60. Risk of Loss and Insurance

The Purchasing Entity shall not be liable to Contractor for any risk of Deliverable loss or damage while Deliverables are in transit, or while in the Purchasing Entity's possession, except when such loss or damage is due directly to the Purchasing Entity's negligence or intentional misconduct. Nothing in this Section is intended nor shall it be construed, in any manner, as waiving or compromising the sovereign immunity of the Purchasing Entity.

The insurance required by this Section shall be written on an occurrence basis as opposed to a "claims made" basis and shall be on such forms, and contain such endorsements and terms, as shall be acceptable to the Lead State.

Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the Term of this Master Agreement, the insurance described below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within twenty (20) Business Days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in this section, except the endorsement is provided to the applicable Participating State or Participating Entity. Copies of renewal certificates of all

required insurance will be furnished within thirty (30) days after any renewal date to the applicable Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement.

a. Commercial General Liability

Throughout the Term and during the time that any provisions survive the Term, Contractor shall maintain, at Contractor's sole cost and expense, a policy or policies of commercial general liability insurance, including contractual liability coverage, in an amount not less than \$1,000,000 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property, in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of \$2,000,000 per occurrence for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property per policy period. The Contractor shall cause the State and its officers, agents, and employees to be named as an additional insured on the policy and shall provide (1) a certificate of insurance (2) the declaration page and (3) the additional insured endorsement to the policy to the Lead State all in an electronic format acceptable to the Lead State prior to the Effective Date evidencing such coverage. The Contractor shall not begin Performance until the delivery of these 3 documents to the Lead State. Contractor shall provide an annual electronic update of the 3 documents to the Lead State on or before each anniversary of the Effective Date during the Term. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is contributorily negligent.

b. Automobile Liability

\$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage extends to owned, hired and non-owned automobiles. If the Contractor does not own an automobile, but one is used in the execution of this Master Agreement, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Master Agreement, then automobile coverage is not required.

c. Workers' Compensation and Employer's Liability

Contractor shall maintain Worker's Compensation and Employer's Liability insurance in compliance with the laws of the state of Connecticut, which coverage shall include Employer's Liability coverage with minimum limits of \$100,000 for each accident, \$500,000 for disease, and \$100,000 for each employee, per policy period, or as otherwise required by the laws of the applicable Participating Entity or Purchasing Entity.

d. Excess / Umbrella Liability

Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.

e. Information Security Privacy

Throughout the Term, Contractor shall carry, at Contractor's sole cost and expense, an information security and privacy Insurance policy with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Master Agreement

and shall include, but not limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including infringement of copyright, trademark, trade dress, invasion of privacy violations information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

f. Professional Liability

During the Term, and for a period of three (3) years thereafter, the Contractor shall carry Professional Liability Insurance in the amount of \$5,000,000 per Claim and Annual Aggregate. Contractor shall provide the State a certificate of insurance evidencing such Professional Liability Insurance coverage upon written request on an annual basis and shall not begin Performance until such a certificate has been provided to the Purchasing Entity.

61. Chief Information Officer Approval of Subcontractors

In accordance with Conn. Gen. Stat. § 4d-32, Contractor shall not award a subcontract for work under this Master Agreement without having first obtained the written approval of the Chief Information Officer of the Department of Administrative Services or their designee of the selection of the subcontractor and of the provisions of the subcontract. Contractor shall deliver a copy of each executed subcontract or amendment to the subcontract to the Chief Information Officer, who shall maintain the subcontract or amendment as a public record, as defined in Conn. Gen. Stat. § 1-200.

62. References to Statutes, Public Acts, Regulations, Codes and Executive Orders

All references in this Master Agreement to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Master Agreement that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Master Agreement, this Master Agreement shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Master Agreement at the time of its execution.

63. Large State Contract Representation for Contractor

Pursuant to Conn. Gen. Stat. § 4-252 and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- (1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
- (2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and

- (3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

64. Large State Contract Representation for Official or Employee of State Agency

Pursuant to Conn. Gen. Stat. § 4-252 and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

65. Consulting Agreements Representation

Pursuant to Conn. Gen. Stat. § 4a-81, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in Conn. Gen. Stat. § 53a-157b, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of Conn. Gen. Stat. §4a-81.

Consultant's Name and Title	Name of Firm (if applicable)
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Start Date	End Date	Cost
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The basic terms of the consulting agreement are:

Description of services provided:

Is the consultant a former State employee or former public official? ☐ YES ☐ NO

If YES:

Name of Former State Agency

Termination Date of Employment

State of Connecticut
Master Agreement #: 22PSX0021
Electronic Monitoring Products and Services

The parties are executing this Master Agreement on the date below their respective signatures.

_____(CONTRACTOR)

BY: To be determined upon Master Agreement award.

Name:

Title:
Duly Authorized

Date:

**STATE OF CONNECTICUT
Department of Administrative Services**

BY: _____

Name: Mark Raymond

Title: Chief Information Officer
Duly Authorized

APPROVED AS TO FORM:

**STATE OF CONNECTICUT
Office of the Attorney General**

BY: _____

Name: Eileen Meskill
Title: Associate Attorney General

Date:

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Exhibit A
Description of Deliverables

To be completed upon Master Agreement award.

Master Agreement #: 22PSX0021
Exhibit B
Price Schedule

To be completed upon Master Agreement award.

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EXHIBIT C
SERVICE LEVEL AGREEMENT AND MAINTENANCE AND SUPPORT

To be reviewed, completed and submitted by the proposer and finalized upon Master Agreement award.

1. System Availability:

Throughout the Term and at all times in connection with its actual or required Performance under the Master Agreement, Contractor shall:

- A. Provide System Availability (as defined hereinafter) at least 99.999% of the Available-Time-per-Month. as measured over the course of each calendar month, ___hours per day, ___days per week during the Term which the Contractor does or is required to Perform under the Contract.

B. Calculation:

The ___% required System Availability (Computed % Availability) for the System (exclusive of scheduled and routine maintenance) during any calendar month of productive Client Agency use is 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, less the Excluded Unavailability (as defined hereinafter), 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 Client Agency or any specific site does not have System Availability.

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. Definitions:

System Availability means the Hosted Services meet the System Reliability standards in 1) G below and are available and operable for access and use by Client Agency and its Users over the Internet in accordance with the Contract and the Contract Exhibits.

Excluded Unavailability means scheduled downtime, subject to Section E below and lack of System Availability due to the negligent act or omission of Client Agency or

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EXHIBIT C
SERVICE LEVEL AGREEMENT AND MAINTENANCE AND SUPPORT

anyone accessing the System through Client Agency; or force majeure events (as defined in the Contract).

- D. System downtime will not exceed _____% (____ minutes) of the time in any calendar month.
- E. Scheduled Downtime:
Contractor shall notify Client Agency at least _____ () Business Days in advance of any scheduled downtime of the System, in whole or in part. Such scheduled downtime must (1) last no longer than _____ () minutes per calendar month; (2) be pre-approved by Client Agency; and (3) be scheduled on a weekend day, the specific date and time to be determined by Client Agency, unless otherwise agreed to by Client Agency.

Client Agency acknowledges that large System Improvements, Upgrades, or Updates will take longer than the allotted _____ minutes per calendar month of cumulative downtime. The parties will mutually agree on the date and time that large System Improvements, Upgrades, or Updates will take place. Contractor will inform Client Agency of the amount of time expected for such implementation. Client Agency shall waive the cumulative downtime allotment for System Improvements, Updates or Upgrades on a case by case basis, provided that the parties shall agree to a substitute downtime allotment for that System Improvement, Upgrade or Update. To the extent downtime for a System Improvement, Upgrade or Update exceeds a substituted time such excess will count toward the _____ minute cumulative downtime allotment.

F. System Availability Reports:

Contractor shall provide Client Agency with the following reports, in electronic form, or such other form as Client Agency may approve in writing:

1. A daily report describing the System Availability and performance of the Hosted Services during the previous 24-hour calendar day as compared to the System Availability requirement.
2. A weekly report describing the System Availability and performance of the Hosted Services during the previous seven (7) calendar days as compared to the System Availability requirement. The weekly report must be available every _____ at _____ Eastern Standard Time, and must include the previous seven (7) calendar days (Monday through Sunday). The reportable week shall begin at twelve (12 am) Eastern Standard Time, and end midnight (12 pm) Sunday of that calendar week.
3. A monthly report describing the System Availability and performance of the Hosted Services during the calendar month as compared to the System Availability requirement. The monthly report must be available _____ () business days following the last day of the previous month and must include all of the calendar days of that reportable month. The reportable month will start at _____, EST on _____.

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the first day of the calendar month and end on _____, EST of the last day of the calendar month.

4. A report shall also include, at minimum:
- a. Actual performance of the Hosted Services relative to the System Availability requirement.
 - b. If performance of Hosted Services has failed in any respect to meet or exceed the System Availability requirement during the reporting period, a description in sufficient detail to inform Client Agency of the cause of such failure, the length of the failure and the corrective actions the Contractor has taken to ensure that the System Availability requirements are fully met. Any such failure to meet the _____% System Availability requirement shall be subject to Section 3, System Performance, Non-Compliance in this Exhibit C.
 - c. Notwithstanding the Contractor's obligation to provide System Availability reports, Contractor shall give Client Agency access to the System Availability performance data which access will allow Client Agency to independently generate reports utilizing search parameters acceptable to Client Agency.

G. System Reliability:

The reliability, at any point in time, of the System shall be determined by the System's operational capability for productive Client Agency use as configured, hosted, and installed, as applicable within the specified operating environment. Continued acceptability of the reliability of the System's performance shall be based System operating errors or failures that preclude productive Client Agency use of the System according to the requirements of this Contract and Master Agreement Exhibits.

2. Redundant Hosting and Data Back Up

A. Redundant Hosting:

GENERAL LANGUAGE OPTION:

Contractor shall simultaneously operate two (2) Systems in geographically separate locations: (1) Primary Production (Primary System) site and (2) Secondary Disaster Recovery (DR) site within the continental United States. The DR site must be geographically remote from the Primary System and a replica of the Primary System, identical in all respects to the Primary System with the ability to function independently of the Primary System site.

The Contractor shall guarantee a recovery time objective (RTO) and recovery point objective (RPO) of not more than _____ () minutes.

DETAILED LANGUAGE OPTION:

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SERVICE LEVEL AGREEMENT AND MAINTENANCE AND SUPPORT

Contractor shall simultaneously operate two (2) co-located systems in geographically separate locations: (1) Primary Production mirrored (Primary System) site and (2) Secondary Disaster Recovery (DR) site within the continental United States. The DR site shall be geographically remote from the Primary System site on which the Licensed Software and Services are hosted. The Primary System site shall include redundant servers within the Hosting Environment and one hundred (100%) percent of the System workload. In addition to the separate locations, the DR site will be a replica of the Primary System and identical in all respects to the Primary System site and able to function independently of the Primary System site.

Contractor shall operate, monitor and maintain the DR site so that it is configured to replace the functionality of the Primary System site within _____ () minutes of any failure of the Primary System site.

In the event the Primary System site is unavailable, the DR site will support all production activity, except _____. After the first _____ hours/ time measurement, the DR site will support one hundred (100%) percent of the System workload. The DR site will serve as the temporary production environment until the Primary System site is restored.

In the event the DR site becomes unavailable, the Primary System site will continue as the primary production site without interruption and a replacement DR site must be made available within _____ hours, except for force majeure, as defined in the Contract.

The Contractor shall guarantee a recovery time objective (RTO) and recovery point objective (RPO) of not more than _____ () minutes.

B. Data Back Up

Contractor shall conduct or cause to be conducted, automated daily and weekly back-ups of Confidential Information and all System data.

3. System Performance, Non-Compliance:

A. System Unavailability:

1. The Contractor shall provide System Availability as provided in Section 1.A of this Exhibit C. For every hour or part of an hour starting with minute 1 beyond the _____ minutes of failure to provide System Availability, Contractor shall incur a charge of \$_____ until System Availability is restored. Partial hours shall be prorated to the nearest one-half (1/2) hour.
2. The charge imposed on Contractor under Section 3.A of this Exhibit C will be applied as a service level credit(s) to offset Client Agency's next System payment to Contractor.

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EXHIBIT C
SERVICE LEVEL AGREEMENT AND MAINTENANCE AND SUPPORT

3. For any service level credit assessed, Client Agency will send a written notice to Contractor detailing the amount to be applied as a service level credit and the payment date to which Contractor shall apply the service level credit. The Contractor shall then credit Client Agency the amount on the next billing invoice.
4. If Client Agency terminates the Contract, or the Contract expires, prior to the next payment, then Contractor shall pay Client Agency the amount of the service level credit owed for System unavailability or noncompliance within thirty (30) days of Client Agency's written notice to Contractor.

B. System Accuracy:

1. Contractor shall conduct an annual performance test to assess System accuracy levels. Client Agency shall use the test set created and the test results as the initial baseline. The test set will include _____.

C. System Performance Satisfaction Pursuant to User Surveys:

1. User satisfaction survey. During the maintenance and support period, Contractor shall develop and administer an annual satisfaction survey of Client Agency Users and support and management personnel. Client Agency shall identify the Users and support and management personnel to be surveyed by Contractor. If the result of the Contractor's annual survey is a rating of 'unsatisfactory' or below, the following steps shall be taken _____.

4. System Maintenance and Support:

A. Maintenance

The Contractor shall provide Client Agency with System maintenance and support, including, but not limited to, Upgrades, Updates, Improvements and technical support of all products and services, including ongoing unlimited telephone technical support, problem identification, escalation and resolution.

Contractor System maintenance shall also include the following:

1. Maintenance of the System so that it operates in conformity with the Master Agreement and the Master Agreement Exhibits.
2. Detection and correction of System errors pursuant to the Master Agreement and the Master Agreement Exhibits.
3. Hardware maintenance services including, but not limited to _____.

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EXHIBIT C
SERVICE LEVEL AGREEMENT AND MAINTENANCE AND SUPPORT

4. System database maintenance, with regular database activities including backups, table re-organizations, database statistics, data security, data import/export functionality.
5. All services necessary to maintain the ____ % System Availability.
6. Meeting with Client Agency on a monthly basis to discuss Licensed Software implementation, Upgrades, Updates and Improvements, Hosted Environment, Hosted Services, System maintenance and help desk requests received, change control for hardware or software implementation, and planned and unplanned outages that occurred since the last scheduled status meeting.
7. Client Agency read and report access to the Contractor's help desk portal, enabling Client Agency to track and report on all production issues.

B. On-Going Support:

Contractor shall provide on-going support 24 hours per day, 7 days per week, 365 days per year (24/7/365), pursuant to the Maintenance and Support table below. The Contractor shall monitor all nightly batch processes and provide Client Agency with an immediate response, including escalation as appropriate, in the case of a failure.

Maintenance and Support Table

Software Support	24 / 7 / 365
Unlimited Telephone Technical Support	√
Two Hour Telephone Response Time	√
Remote Dial-in Analysis	√
Software Standard Release – Improvements	√
Software Supplemental Releases	√
Automatic Call Escalation	√
Software Customer Alert Bulletins	√

Hardware Support	24 / 7 / 365
On-Site Response	√
On-Site Corrective Maintenance	√
On-Site Parts Replacement	√
Preventive Maintenance	√
Escalation Support	√
Hardware Service Reporting	√
Hardware Customer Alert Bulletins	√
Annual Diagnostic Review	√

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EXHIBIT C
SERVICE LEVEL AGREEMENT AND MAINTENANCE AND SUPPORT

Replacement of Backend Components as Needed	√
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C. Help Desk:

The Contractor shall provide a toll free telephone number and email address which Client Agency can use to report technical System issues or requests for service. The toll free telephone number will be a direct contact line to Contractor support or help desk.

The Contractor help desk shall:

1. Provide knowledgeable and trained personnel to answer and resolve System support and technical problems. The help desk personnel shall be able to answer "how to" type questions about the System as well as questions about hardware, software, security and internet setting configurations.
2. Provide personnel dispatched by Contractor to assist with issues requiring same day, on-site support.
3. Provide a Frequently Asked Questions (FAQ) list for the resolution of common issues.
4. Respond to the Client Agency caller with a resolution or escalation strategy within ____ minutes.
5. If support help desk personnel are unable to reach the Client Agency by telephone, the help desk personnel shall leave a voice message for the Client Agency caller and indicate help desk personnel name, time called, and description of how to return the call to obtain further assistance. This voice mail will be immediately followed up by an email to both the Client Agency caller and the Client Agency caller's supervisor with the same information as specified in the voice mail. Help desk personnel shall continue, on a daily basis or other basis agreed upon between Client Agency and Contractor, to update Client Agency on the status of the help desk request.
6. Maintain a log of all help desk calls and document complaints, issues and requests reported to the help desk until such time as Client Agency directs in writing that the Contractor may discard the reported call. The log will be made available to Client Agency electronically in real-time and as part of Contractor's monthly reporting. Contractor shall deliver the monthly log to Client Agency five (5) business days prior to the monthly meeting. The log shall include, at minimum:
 - a. Time of call;
 - b. Name of caller;
 - c. Caller's telephone number or email;
 - d. Description of reported issue, complaint or request;
 - e. Indication of whether the issue was resolved at time of call;
 - f. Description of any escalation, investigation and resolution;
 - g. Assigned case number if resolution not provided during call;

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- h. Date, time, and description of final resolution; and
- i. Contractor sign-off upon resolution.

D. Escalation:

1. Issue Severity: The Contractor shall resolve ____% of all System issues and requests for service, other than Updates, Upgrades, or Improvements or new features, regardless of severity level, within 24 hours and ____% of severity 1 issues within ____ hour. In the event that more than one request within the same severity level is reported to the Contractor, Client Agency shall determine the priority of the requests. The severity level of a System issue shall be lowered if the Contractor implements a work-around, as approved by Client Agency that reduces the severity of the System issue. When responding to System issues or requests for service, the Contractor shall use the severity levels defined in the following table:

Severity Level	Description	Definition	Examples, including, but not limited to the following
1	Total System Failure	Occurs when the System is not functioning and there is no workaround.	• Application, database, or web server down • Interfaces not working • Application bug/issue stopping workflow for any/all users • Central Server is down or the workflow of an agency is not functioning.
2	Critical Failure	Critical failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around.	• High speed scanner, printer or device down, not responding or not working correctly • Failover site is not available • Reporting server is down/users unable to create reports/users unable to access reporting database • Response time degraded • Individual User workstation issue is preventing individual user from accessing application and/or using application • Application bug/issue hindering workflow
3	Non-Critical Failure	Non-Critical part or component failure occurs when a System component is not functioning, but	• Individual user cannot print • Reports are formatted incorrectly

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SERVICE LEVEL AGREEMENT AND MAINTENANCE AND SUPPORT

		the System is still useable for its intended purpose, or there is a reasonable workaround.	• Individual user's device is not working
4	Inconvenience	An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow.	• Hardware is working in a manner that causes inconvenience (for example, working slowly) • Individual user has application or training question that does not affect daily productivity • 'One off' error occurs infrequently and cannot be easily reproduced
5	New features	Occur when Client Agency requests a new feature to System functionality. Such new feature shall be installed by Contractor as agreed to between parties.	

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EXHIBIT D
NASPO VALUEPOINT PROVISIONS

1. **Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.
2. **Administrative Fees**
 - a. **NASPO ValuePoint Fee.** Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.
 - b. **State Imposed Fees.** Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.
3. **NASPO ValuePoint Summary and Detailed Usage Reports**
 - a. **Sales Data Reporting.** In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.
 - b. **Summary Sales Data.** "Summary Sales Data" is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.
 - c. **Detailed Sales Data.** "Detailed Sales Data" is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.
 - d. **Sales Data Crosswalks.** Upon request by NASPO ValuePoint, Contractor shall provide to

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NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data ("Crosswalks"). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor's part number or SKU for each Product in Offeror's catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor's customer lists and product catalog change.

- e. **Executive Summary.** Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

4. NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

- a. **Staff Education.** Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.
- b. **Onboarding Plan.** Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.
- c. **Annual Contract Performance Review.** Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.
- d. **Use of NASPO ValuePoint Logo.** The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.
- e. **Most Favored Customer.** Contractor shall, within thirty (30) days of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

- 5. **Canadian Participation.** Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon,

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including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

- 6. Additional Agreement with NASPO.** Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.
- 7. Survivability.** Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.