

STATE OF CONNECTICUT

AGREEMENT

BETWEEN

THE STATE OF CONNECTICUT

Acting herein by

THE DEPARTMENT OF INFORMATION TECHNOLOGY

AND

INTERNATIONAL BUSINESS MACHINES

For The Procurement Of

BUSINESS RECOVERY SERVICES

State RFP Number 956-A-25-0969

State Agreement Number A-99-031

IBM Agreement Number 2G13808C

June 14, 1999

IBM BUSINESS RECOVERY SERVICES

CONTRACT DOCUMENT

FOR

State of Connecticut - DOIT

340 Capital Avenue

Hartford, CT 06106

SUBMITTED BY:

IBM Corporation
522 South Road
Poughkeepsie, NY 12601

Contract Document Date: 05/20/99

Contract Document Reference: 2G13808C

CONTRACT DOCUMENT SUMMARY

SERVICES CHARGE

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

OPTIONAL SERVICES CHARGES

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

ATTACHED DOCUMENTS

IBM Agreement for Business Recovery Services for State of Connecticut

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

Supplement for Business Recovery Services

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

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

Attachment A: Cross-Reference of State Required Equipment

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

Attachment B: Strohl BIA Software Contract

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

This offer is good until 07/01/99.

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

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

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

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

1. Definitions

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

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

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

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

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

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

Product is a Machine or Program.

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

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

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

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

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

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

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

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

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

2. IBM's Responsibilities

Acceptance of Subscription

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

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

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

Test Time

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

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

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

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

Recovery Services

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

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

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

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

Temporary Transfer of Configuration / Machines

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

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

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

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

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

State of Connecticut agrees to:

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

Cold-Site Services

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

3. State of Connecticut's Responsibilities

State of Connecticut agrees to:

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

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

4. Mutual Responsibilities

IBM and State of Connecticut agree that under this Agreement:

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

5. Contract Period

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

Renewal

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

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

Termination

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

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

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

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

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

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

6. Charges

Total Monthly Charge

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

Recovery Daily Usage Charge

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

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

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

Multi-Location Discount

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

Additional Charges

State of Connecticut agrees to pay:

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

Prices and Payment

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

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

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

Guaranteed Monthly Charges

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

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

7. Patents and Copyrights

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

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

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

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

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

Claims for Which IBM is Not Responsible

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

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

8. Limitation of Liability

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

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

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

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

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

Items for Which IBM Is Not Liable

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

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

8. Warranty

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

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

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

9. IBM Business Partners

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

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

10. Other Terms

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

Assignment

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

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

Changes to the Agreement Terms

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

Agreement Termination

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

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

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

Geographic Scope

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

Independent Contractor

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

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

Laws and Regulations

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

Labor and Personnel

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

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

Conflicts Errors, Omissions, and Discrepancies

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

Indemnity

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

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

Nondisclosure

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

Quality Surveillance and Examination of Records

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

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

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

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

Insurance

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

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

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

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

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

Non-Waiver

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

Promotion

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

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

Subpoena

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

Survival

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

Americans with Disabilities Act

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

Non-Discrimination and Executive Orders

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

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

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

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

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

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

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

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

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

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

Sovereign Immunity

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

Severability

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

Headings

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

Third Parties

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

Non Waiver

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

Contractor Certification

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

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

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

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

Agreed to:

**State of Connecticut
Department of Information Technology**

By: 
Authorized Signature

Name: Rock REGAN
(Type or Print):

Date: 6/14/99

Agreed to:

**International Business Machines
Corporation**

By: 
Authorized Signature

Name: STEVEN BARRECA
(Type or Print):

Date: 5/21/99

Reference Agreement Number: BRS001

IBM Marketing Office No.: FS3

IBM Office Address:
522 South Road
Poughkeepsie, NY 12601

Agreed to:

**State of Connecticut
Office of the Attorney General**

By: 
Authorized Signature

Name: WILLIAM GUNDLING
(Type or Print):

Date: 7/15/99

Customer Number: 2082054
Enterprise Number: 2082000
Contract Numbers:
2G13808
2H14301

Customer Address:
340 Capital Avenue
Hartford, CT 06106

IBM Customer Agreement
 Supplement for Business Recovery Services

The terms of the IBM Customer Agreement and its Attachment for Business Recovery Services (or any equivalent agreement signed by us) apply to this transaction.

Name and Address of Customer:
 State of Connecticut - DOIT
 340 Capital Avenue
 Hartford, CT 06106

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

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

Marketing No.: FS3
 Service No.: 180

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

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

Primary Recovery Center: Sterling Forest, NY
 Configuration Class: Large
 Specified Locations for Class: 1
 Multi-Location Discount Percent: N/A
 Configuration Eligible for Temporary Transfer: Recovery: N
 Testing: N

Minimum Total Monthly Charge: \$ 33,816
 Earliest Termination Date: 11/30/2000

MONTHLY CHARGES

 IBM: \$ 15,939
 Non-IBM: \$ 16,810
 Network: \$ 7,035

 Total: \$ 39,784

USAGE CHARGES

 Additional Test Time Charge (8 Hours): \$ 8,187
 Recovery Daily Usage Charge (24 Hours): \$ 8,187
 Cold-Site Daily Usage Charge (24 Hours): \$ 6,550
 Network Initiation Charge: \$ N/A
 Network Usage Charge: Customer
 Responsibility

Agreed to:
 State of Connecticut - DOIT

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

Agreed to:
 International Business Machines
 Corporation

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

Supplement for Business Recovery Services (continued)

EQUIPMENT CONFIGURATION

Customer Name: State of Connecticut - DOIT
 Number: 2082054
 Address: 340 Capital Avenue
 Hartford, CT 06106

Configuration
 Processor: 9672 R24
 Class: Large
 Cold Site: Yes

Recovery Center: Sterling Forest, NY
 Supplement Number: 2G13808

System Storage: 4096MB
 DASD Gigabytes: 1993.0GB

Cross Reference	Quantity or Units	Machine or Product	Model	Product Description
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IBM Equipment:

10.0	1	9672	R24	Parallel Enterprise Server
20.0	1	9672	R44	Parallel Enterprise Server
30.0	2048	9672 STOR	MBS	9672 Server Main Storage
30.1	2048	9672 STOR	MBX	9672 Alternate CPU Main Stor
40.0	11	3480	X22	Cartridge tape Drive
		Includes: (1) 3480/A22 Control Unit per (4) 3480/X22		
		Each Unit of X22 contains (2) drives with ACL		
50.0	6	3390	X2X	Double Capacity DASD (60GB/3)
		Includes: Attachment to 3990/J03 64MB Cache Controller		
60.0	9	3390	X3X	Triple Capacity DASD (90GB/3)
		Includes: Attachment to 3990/J03 64MB Cache Controller		
70.0	2	3390	X9X	Large Capacity DASD (272GB/3)
		Includes: Attachment to 3990/J03 64MB Cache Controller		
80.0	32	9392	B23	RAMAC Array: 3390/3 Emulation
		90GB per 8 Drawers		
		Includes: 1-3990/9392-006 Controller		
		w/256MB CACHE per 16 Drawers		
90.0	1	DRIVE/4MM	A	4/10GB 4mm DAT Tape Drive
100.0	10	3420	006	Tape Reel Unit 1600/6250 BPI
		Includes: 1-3803/002 Control Unit per 6-3420/006		
110.0	1	3494VTS	002	Virtual Tape Server
		Includes (1) 3494/L14, (1) 3494/D12, (1) 3494/B18 with 288GB of disk storage and (6) 3590/B1A		
120.0	8	3590LS	B11	Magstar Tape Drive
		Includes: 1-3590-A50 Control Unit per 4 3590LS B11		
		Each 3590LS-B11 Contains One Drive.		
130.0	1	3287	002	Printer - 120CPS
140.0	1	3800	003	Printing Subsystem - 20040LPM
140.1	1	3800/1490	003	BTS (Burster/Trimmer/Stacker)
150.0	1	3820/CHNL	001	20PPM Printer w/FC3055 Attach
160.0	1	4245	020	Line Printer - 2000LPM
170.0	1	3174	11L	Local Terminal Control Unit
		Includes 6MB Storage		
		1-2.4MB Diskette Drive		
		1-FC 1056 20MB Hard Drive		
		1-FC 5010 Config Support 'B'		
		TMA's Supporting 32 Coax Attached Devices.		

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

Supplement for Business Recovery Services (continued)

EQUIPMENT CONFIGURATION

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

Cross Reference	Quantity or Units	Machine or Product	Model	Product Description
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- 3174/TR 21L Selectable for Async Emulation Dial In or Use As An SNA/Token Ring Gateway.

180.0	14	3194	H10	Operator Console
190.0	1	3172	003	Interconnect Controller

Includes: Pentium Processor
1-Configuration 486/PC Shared By All Installed 3172's

Note: IBM BRS will continue to support the 3172 until such time as IBM Service withdraws support for the 3172.

190.1	2	3172/003	2215	Token Ring Adapter
190.2	1	3172/003	2225	Ethernet Adapter Feature
190.3	1	3172/003	2245	Ethernet LAN Streamer MC32
200.0	2	3745	210E	Enhanced Communication Ctrlr.

Includes: 8 Megabyte Storage, 8 Channel Adapters
1 MOSS Console, A11/L13 Tailgate
2 Token Ring Adapters (2 TIC's per Adapter)
1 High Speed Scanner (T1)
50 LIC Type 1 (4 Ports Each)
20 LIC Type 3 (1 Port Each)
1 LIC Type 4 (4 Ports Each)

210.0	1	SRVCOMPAQ 600Z	Compaq Server 6000 EISA/PCI
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SRVCOMPAQ PCI/EISA Architecture
1 400MHZ Pentium II XEON Processor
256MB Memory
18 GB SCSI Hard Drive
3.5" Diskette Drive
Color Monitor
Keyboard and Monitor
CD-ROM Drive
1 Integrated 10/100MB Ethernet Adapter
1 NetIntelligent Token Ring Adapter
2 32Bit Fast & Wide SCSI Controller
1 Array Controller

Network Lines:

220.0	1	ADV/PR149 56KB	Advantis Cust Solution PR0149
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Note: - Customer Must Obtain This Service From Their Advantis Marketing Representative. Advantis Product Name is: Custom Solution PR0149, "Switched Network Backup"

230.0	1	INTERNET T1	T1 Internet Access
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Includes: One IP Address per logical system at the IBM recovery center.

Supplement for Business Recovery Services (continued)

EQUIPMENT CONFIGURATION

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

Cross Reference	Quantity or Units	Machine or Product	Model	Product Description
				Internet Protocol router with one wide area network interface and one Ethernet or Token Ring port. Note: Customer must select any LAN equipment for host attachment separately. This Internet solution uses shared resources available to customers at all BRS locations in the U.S.. Additional terms apply. See subsection "e-BRS/Internet Access" in the ICA Attachment for BRS (as amended).
240.0	40	LINE	000	Analog Dial Line
250.0	1	LINE	56KB	ATT 56KB Switched Line
				Includes: 1-ATT 2600 Switched DSU/CSU Per Line
260.0	1	LINE/STCT	T3	DS3 Bandwidth to Sterling
				Note: This Represents DS3 connectivity from State of Ct. Premise at 340 Capitol Ave., Hartford, CT (860-566) to a T45R Port at the Hartford AT&T POP.
				- DACS Termination Provided for DS3 Circuit. - T1 CSU/DSU's If Required Must Be Selected.
270.0	1	LINE/STF	T3	ATT T3 Accunet Reserve Line
				Includes: T45R Port and T3 Access To Sterling Forest BRSC. and M1/3 Multiplexor for Channelization.
				Note: If Channelized, T1 CSU's or CSU/DSU's Must Be Selected.
				Non-IBM Equipment:
280.0	1	5430FIBER	PORT	EMC 2 port FIBER adapter
290.0	1	5430LS	18E	EMC Symetrics ;1013GB raw cap
				Incl 1013 GB raw capacity disk, 3 GB cache, 3 ESCON adapter cards
300.0	1	ANETDEF	BASE	AssureNet Path. LAN Defender
				Includes: 95-0491-01 LAN Defender Chassis With: Hot Swappable Redundant Power System 4,500 User FPU Board/Cable Kit 2 - 89-0526-01 8-Port High Speed Serial Boards 1 - 89-0529-01 Hardware SecureNet Key (SNK) 1 - 89-0492-01 WinDMS/DMS Reports
300.1	9	ANETDEFFC	8PRT	8 Port Hi Speed Serial Board
				Includes: 89-0526-01 8 Port Serial Board With Callback, Direct Dial and Dial Out Line Card
310.0	96	ATTM24	APC	Adtran 13534TOLB4WTO Card
				Note: Modem For Each Analog Port Card Must Be Selected Separately.
310.1	2	ATTM24D4	000	ATT Compatible D4 Chl Bank
				Includes: 24 Channel Digital Bank w/T1 Interface Card LIU-3B/AHG9 LIU-3/#J98726AH-2

Supplement for Business Recovery Services (continued)

EQUIPMENT CONFIGURATION

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

Cross Reference	Quantity or Units	Machine or Product	Model	Product Description
		25064		6-AMP Redundant Power Supplies
		25095		42" Metal Cabinet
		25100		551E Channel Service Unit
		91461		Twist Lock Plug
		601381-31		DC Fuse Panel
320.0	1	ATT3611B3	003	ATT 2.4-64K R3 DSU w/6Prt TDM
		Note: Dial Backup at 14.4Kbps (DBM-V) or 56Kbps (DBM-S) MUST Be Selected Separately.		
330.0	1	ATT3611B3	008	ATT SW56 DBM-S Dial Rest. R/M
340.0	1	CDXVANGRD	300	Codex 68483 Ethernet DUO FRAD
		Includes: 49243 Port 1 V.35 DCE DIM		
		49261 Port 2 V.24 DCE DIM		
		68464 Montreal Application Package		
350.0	27	CDX2620/1	000	Codex 4.8KB Modem 1 Port S/A
360.0	13	CDX2640	DBU	Codex 9.6KB 4Prt Mdm DDR S/A
		Includes: 4 Port Mux Feature		
		Dual Dial Restoral Feature		
370.0	12	CDX3262	DUAL	Codex 40372 NMS DUAL 14.4 R/M
380.0	55	CDX3500	4CHL	Codex DSU/CSU 4-Ch1 TDM R/M
		Includes: 48001 Nest DSU In 48015 Enclosure		
		48012 4-Channel TDM Feature		
390.0	7	CDX3512	000	Codex 48389 1-Ch1 DSU/CSU R/M
400.0	2	CDX3512/1	SDC	Codex 48391 1Port SDC/NMS R/M
410.0	3	CDX3512/4	000	Codex 4Port DSU-4Ch1 TDM R/M
		Includes: 1 - 48389 1 Port DSU Nest Card		
		1 - 48392 4 Channel TDM Feature		
420.0	4	CDX3520	8CH	Codex 48377 8-Ch1 DSU P-P R/M
		Includes: (1) 48377 8-Channel Nest Card		
		(1) 26938 8-Channel (3 Nest Slot) Backplane		
430.0	19	CDX3520	8372	Codex 48372 8-Ch1 DSU P-P S/A
440.0	8	CDX6003/8	000X	Codex 60335 8-Chnl Stat Mux
450.0	25	CDX6015	BASE	Codex 60150 Base Mux Nest
		Includes: (1) 4-Port ASYNC/SYNC Card		
		MAX Mux Configuration is 16 Ports		
450.1	2	CDX6015	MPSW	60157 Multprotocol S/W Opt.
450.2	4	CDX6015	SDLC	60154 6-Port SDLC/HDLC Card
450.3	29	CDX6015	SYNC	60153 6-Port SYNC/ASYNC Card
460.0	6	CDX6250	BASE	Codex 6250 Base N/W Mux
		Includes: 80420 Modulus 21 Card Nest		
		80406 Modulus 115V Power Supply		
		85014 21 Card Nest Kit		
460.1	2	CDX6250FC	NWCU	85004 Redundant Network CU
460.2	1	CDX6250FC	RNC	87606 21 Slot Redundancy Pkg
460.3	22	CDX6250FC	SDCR	85045 Sync Data w/6 RS232 DIM

Supplement for Business Recovery Services (continued)

EQUIPMENT CONFIGURATION

Customer Name: State of Connecticut - DOIT

Number: 2082054

Address: 340 Capital Avenue
Hartford, CT 06106

Recovery Center: Sterling Forest, NY

Supplement Number: 2G13808

Configuration

Processor: 9672 R24

Class: Large

Cold Site: Yes

System Storage: 4096MB

DASD Gigabytes: 1993.0GB

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

Supplement for Business Recovery Services (continued)

EQUIPMENT CONFIGURATION

Customer Name: State of Connecticut - DOIT

Number: 2082054

Address: 340 Capital Avenue
Hartford, CT 06106

Recovery Center: Sterling Forest, NY

Supplement Number: 2G13808

Configuration

Processor: 9672 R24

Class: Large

Cold Site: Yes

System Storage: 4096MB

DASD Gigabytes: 1993.0GB

Cross Reference	Quantity or Units	Machine or Product	Model	Product Description
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16MB Flash EPROM
128KB NVRAM
Battery Backup and Calendar Clock
IOS Enterprise Software and WAN Packet Protocols
Console and Auxiliary Ports
ASCII Configuration Terminal

500.0	4	DAT3174	16PX	Datalynx 16Prt/RS232 Prot Cnv
510.0	32	KEN/DSERV	1PRT	Kentrox 78210 D-Serve CSU
520.0	11	KEN/TSMRT	CSU	Kentrox 77961 ESF/SF T1 CSU
530.0	1	NSC7200	721	NSC/DXE Base Channel Extender

Includes: Standard 13-Slot 19" 800MB Controller With:
4MB Standard Storage
Nucleus Processor
Redundant Power Supply
1 - PB225 4.5MB IBM Host Channel Interface

530.1	1	NSC7200FC	PC-X	NSC PCDAS-X FDDI Dual I/F
530.2	1	NSC7200FC	P319	NSC PI319 DEC BIBUS CP Netex
530.3	1	NSC7200FC	P402	NSC PB402 2Port MultiHost I/F
530.4	1	NSC7200FC	P751	NSC PB751-4 (4 X T1) Link I/F
540.0	1	TEL740	CFG	Tellabs 740 Mux Configs

Includes: Four Tellabs 740 Multiplexors - Total Components Are:

- 4 - 539036 740 Mux Main Shelf (430-0)
- 4 - 539035 115 VAC Power Supply Shelf (430-2)
- 4 - 539062 Power Control Module (4336)
- 7 - 539046 115 VAC Power Supply (8040)
- 6 - 120 VAC Power Supply (8440)
- 8 - 539021 Aggregate Data Link (4830)
- 2 - 539032 1.544Mbps Aggregate (81-4331C Rev A)
- 2 - 539032 1.544Mbps Aggregate (81-4331C Rev D)
- 4 - 539032 1.544Mbps Aggregate (81-4331C Rev 02)
- 8 - 539031 Control Processor (4332C)
- 8 - 539030 Serial I/O Module (4333A)
- 4 - 539028 Auto CPU Switch (4335/4835)
- 33 - 539213 OCU/Dp Module (4843A)
- 33 - 539212 Quad DDS Data (4842)

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

Equipment Selected for Temporary Transfer: NONE

Operating System Preload Service:

560.0 1 - Total Server operating system preloads

QTY	TYPE	MODL
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1	SRVCOMPAQ	600Z
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Maximum of 1 tests per year

Additional test/disaster - \$300 per incident

Supportable Operating systems include:

Novell Netware V3.12

Novell Netware V4.10

Novell Netware V4.11

Microsoft Windows NT 3.5.1

Microsoft Windows NT 4.0

Test Time Allowance

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

First Year: 72 Hours
Following Years: 48 Hours Per Year

600 Square Feet
18 Telephones

IBM Customer Agreement
 Supplement for Business Recovery Services

The terms of the IBM Customer Agreement and its Attachment for Business Recovery Services (or any equivalent agreement signed by us) apply to this transaction.

Name and Address of Customer:
 State of Connecticut - DOIT
 340 Capital Avenue
 Hartford, CT 06106

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

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

Marketing No.: FS3
 Service No.: 180

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

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

Primary Recovery Center: Sterling Forest, NY
 Configuration Class: Mid-Range

Specified Locations for Class: 1
 Multi-Location Discount Percent: N/A

Configuration Eligible for Temporary Transfer: Recovery: N
 Testing: N

Minimum Total Monthly Charge: \$ 4,425
 Earliest Termination Date: 11/30/2000

MONTHLY CHARGES

 IBM: \$ 255
 Non-IBM: \$ 4,170
 Network: \$ 0

 Total: \$ 4,425

USAGE CHARGES

 Additional Test Time Charge (8 Hours): \$ 1,106
 Recovery Daily Usage Charge (24 Hours): \$ 1,106
 Cold-Site Daily Usage Charge (24 Hours): \$N/A
 Network Initiation Charge: \$ N/A
 Network Usage Charge: Customer
 Responsibility

Agreed to:
 State of Connecticut - DOIT

By Rich Resow
 Authorized Signature

Rich Resow 6/14/99
 Name (Type or Print) Date

Agreed to:
 International Business Machines
 Corporation

By Steven Barreca
 Authorized Signature

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

Supplement for Business Recovery Services (continued)

EQUIPMENT CONFIGURATION

Customer Name: State of Connecticut - DOIT
 Number: 2082054
 Address: 340 Capital Avenue
 Hartford, CT 06106

Configuration
 Processor: _MULTICPU DEC
 Class: Mid-Range
 Cold Site: Yes

Recovery Center: Sterling Forest, NY
 Supplement Number: 2H14301

System Storage: 1024MB
 DASD Gigabytes: 94.6GB

Cross Reference	Quantity or Units	Machine or Product	Model	Product Description
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IBM Equipment:

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

Workspace Includes:

Chair, Worksurface, Phone and Power For Customer Office Equipment

Connectivity For:

- LAN (Token Ring or Ethernet) With Hub Device

Network Lines:

610.0	8	LINE	000	Analog Dial Line
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Non-IBM Equipment:

620.0	1	MVAX3100	XXX	Digital MicroVAX (3.5 VUPS)
	Includes: Ethernet Controller			
630.0	1	VAX7000	610	Digital Processor (35 VUPS)
640.0	1	VAX7000	710	Digital Processor (50 VUPS)
640.1	1024	VAX7000	MBS	VAX7000 Memory
650.0	1	HSJ40	AF	RAID Disk/Tape Controller
	Includes 32MB Write Back cache and RAID license.			
660.0	22	RZ29	DISK	Disk - 4.3GB
670.0	1	TA91	TAPE	Dual Tape Cartridge w/IDRC
	Each unit of TA91 contains 2 drives			
680.0	1	LA75	PRTR	Companion Dot Matrix Printer
690.0	1	LN09	PRTR	Laser Printer - 16ppm
700.0	3	VTXXX	TERM	Video Terminal
710.0	1	DECNIS	500	Router 1-ETH/2-T1
720.0	1	DEMFA	AA	XMI Based FDDI Adapter
730.0	1	DEMSA	AA	4-Line Synch Micro Server
	Four port Communications Server			

Supplement for Business Recovery Services (continued)

EQUIPMENT CONFIGURATION

Customer Name: State of Connecticut - DOIT
 Number: 2082054
 Address: 340 Capital Avenue
 Hartford, CT 06106

Configuration
 Processor: _MULTICPU DEC
 Class: Mid-Range
 Cold Site: Yes

Recovery Center: Sterling Forest, NY
 Supplement Number: 2H14301

System Storage: 1024MB
 DASD Gigabytes: 94.6GB

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

Equipment Selected for Temporary Transfer: NONE

Operating System Preload Service:

3 - Total workstation Operating system preloads

QTY	TYPE	MODL
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3	PCWSD	000
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Maximum of 1 tests per year

Additional test/disaster - \$180 per incident

Supportable Operating systems include:

Microsoft Windows 3.11
 Microsoft Windows 95
 Microsoft Windows 98
 Microsoft Windows NT 4.0

Test Time Allowance

First Year: 48 Hours
 Following Years: 24 Hours Per Year

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

200 Square Feet
 4 Telephones

IBM Customer Agreement
 Supplement for Business Recovery Services

The terms of the IBM Customer Agreement and its Attachment for Business Recovery Services (or any equivalent agreement signed by us) apply to this transaction.

Name and Address of Customer:
 State of Connecticut - DOIT
 340 Capital Avenue
 Hartford, CT 06106

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

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

Marketing No.: FS3
 Service No.: 180

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

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

Primary Recovery Center: Sterling Forest, NY
 Configuration Class: Mid-Range
 Specified Locations for Class: 1
 Multi-Location Discount Percent: N/A
 Configuration Eligible for Temporary Transfer: Recovery: Y
 Testing: N

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

MONTHLY CHARGES	
IBM: \$	339
Non-IBM: \$	0
Network: \$	0
Total: \$	339

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

Agreed to:
 State of Connecticut - DOIT

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

Agreed to:
 International Business Machines Corporation

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

Supplement for Business Recovery Services (continued)

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

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

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

Equipment Selected for Temporary Transfer: NONE

Test Time Allowance

First Year: 24 Hours
 Following Years: 24 Hours Per Year

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

150 Square Feet
 5 Telephones

IBM Customer Agreement
 Supplement for Business Recovery Services

The terms of the IBM Customer Agreement and its Attachment for Business Recovery Services (or any equivalent agreement signed by us) apply to this transaction.

Name and Address of Customer:
 State of Connecticut - DOIT
 340 Capital Avenue
 Hartford, CT 06106

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

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

Marketing No.: FS3
 Service No.: 180

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

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

Primary Recovery Center: Sterling Forest, NY
 Configuration Class: Mid-Range
 Specified Locations for Class: 1
 Multi-Location Discount Percent: N/A
 Configuration Eligible for Temporary Transfer: Recovery: Y
 Testing: N

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

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

Agreed to:
 State of Connecticut - DOIT

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

Agreed to:
 International Business Machines Corporation

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

Supplement for Business Recovery Services (continued)

EQUIPMENT CONFIGURATION

Customer Name: State of Connecticut - DOIT	Configuration
Number: 2082054	Processor: 7012 360
Address: 340 Capital Avenue	Class: Mid-Range
Hartford, CT 06106	Cold Site: No
Recovery Center: Sterling Forest, NY	System Storage: 256MB
Supplement Number: 2H07104	DASD Gigabytes: 3.0GB
	Minimum OS Level: AIX 3.2.5

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

Network Lines:			
2	LINE	000	Analog Dial Line

Non-IBM Equipment: NONE

Equipment Selected for Temporary Transfer: NONE

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

Attachment A

Cross Reference of State Required Equipment

IBM Mainframe

4/29/99

Equipment Bid in RFP	Quantity	RFP 5 yr Monthly Cost		Quantity	Cross Reference to IBM BRS Supplement	New or Adjusted 3/5 year Cost
1.3.2.1 IBM Processors						
IBM 3090-600s 256 meg/256	1	\$ 3,104.00	DELETE	0		
IBM 3097	2		DELETE	0		
IBM 3864	2		DELETE	0		
IBM 3370	2		DELETE	0		
IBM 3092	1		DELETE	0		
IBM 3206	3		DELETE	0		
IBM 3090-300J 256/meg 256, extended storage 64 CHPIP	1	\$ 2,075.00	Extended storage change from 64 CHPIP to 32 CHPIP	0		
IBM 3097	1		Delete	1		
IBM 3864	2		Delete	2		
IBM 3370	2		Delete	2		
IBM 3092	1		Delete	1		
IBM 3206	3		Delete	3		
			Add-IBM 9672-R44 (2 gig) 64 channel (39 conv)	1	20.0	\$2,037
			Add-IBM 9672-R24 (2Gig) (2/26/99)	1	10.0	\$2,075
1.3.2.2 DASD						
IBM 3880 Controller	2		DELETE			
IBM 3380 AK4 Total of 60.5 gig	2	\$73	DELETE			
IBM 3380 BK4 Covers 2-AK4, 6-BK4, includes 2-3880	6		DELETE			
IBM 3990 (M3) Controller	2		No Changes - Keep	2		
IBM 3390 B2C Covers 3-B2C, 3-A28, includes 2-3990	3		No Changes - Keep	3		
IBM 3390 A28 Total of 113.5 gig	3	\$ 378.00	No Changes - Keep	3	50.0	\$378
IBM 3990 (M6) Controller	1		IBM 3390 (M6) - change quantity No Charge	3		
IBM 3390 B38 Total of 79.5 gig	2		No Changes - Keep	2		
IBM 3390 B3C Covers 2-B38, 1-B3C, 1-EMC 4832, 2-STK4080, includes 3-3990	1	\$597	No Changes - Keep	1	60.0	\$597
EMC 4832 90.8 gig	1		No Changes - Keep	1		
STK 4080 .5 gig	2		DELETE	2		
IBM RAMAC	4	\$ 619.00	DELETE	0		

Additional Modifications in Red updated 12/15/97
 Additional Modifications in Green updated 02/26/99

G:\Disaster\IRFP\IBM Maintenance Ver_3.xls

Attachment A

Cross Reference of State Required Equipment

IBM Mainframe

4/29/99

			ADD-IBM 9392 B13, (90 gig) (subbed 3-3390/X3X)	1	60.0	\$179
			ADD-IBM 9392 B23, (363.2 gig)-change quantity	2	80.0	\$825
			ADD-IBM 3390 A98, (68.1 gig)	1	70.0	\$533
			ADD-IBM 3390 B9C, (102.2 gig)	1	70.0	
			ADD-EMC 5700 2 1.2 Ter (2/26/99)	1	290.0	
1.3.2.3 Tape Units						
STK4674 6250/1600 BPI	6		STK4674 6250/1600 BPI - change quantity	4	100.0	
3420 Tape Drive (Covers 2-STK 4670, 6-STK 4674)	8	\$ 95.00	Change quantity	6	100.0	\$80
3480 Tape Drive (Covers 3-3480A22 w/IDRS, 11-3480 B22)	11	\$ 182.00		11	40.0	\$182
			ADD-MAGSTAR VTS 4 drive3494 (2/26/99)	4	110.0	
			ADD-MAGSTAR standalone unit	1	120.0	
			2 3590 A50	2	120.0	
			8 3590 BIP	8	120.0	
1.3.2.4 Consoles and Terminal as outlined in original RFP						
3194 Terminals (cover 4-3278, 6-3270, 8-3192, 3-3180, 3290 not available, substituted 1-3294)	22	\$ 32.00	No Changes			
			Change quantity (2/26/99)	14	180.0	\$32
1.3.2.5 Printers as outlined in original RFP						
3287 Printer	1	nc	No Changes		130.0	
3800 Printer (Covers 3800 model 3)	1	\$ 193.00			140.0	\$193
3820 Printer (Covers 3820 Laser Printer)	1	\$ 25.00			150.0	\$25
4245 Printer (Covers STK5000)	1	\$ 20.00			160.0	\$20
1.3.2.6 Other Equipment						
IBM 3290	1		DELETE			
3174 Control Unit	1	nc	No Other Changes		170.0	nc
AS400						
9406/B45	1	\$ 350.00	No Change		800.0	\$350
1.5.1 Communications Environment						
3172 Controller (covers3172/003)	1	\$ 68.00			190.0	\$68

Additional Modifications in Red updated 12/15/97
 Additional Modifications in Green updated 02/26/99

G:\Disaster\IRFP\IBM Maintenance Ver_3.xls

Attachment A

Cross Reference of State Required Equipment

IBM Mainframe

4/29/99

SNA Network (lines)	267		Number of Lines changed	185		nc
3745/210	3		Quantity changed	2	200.0	nc
Lu's at 600 sites	9000		Change to	10000		nc
Installed routers	60		Quantity changed	110		nc
1.5.1 IBM Processors						
3745/210	3		Quantity changed	2		
LTC Type-1 Ports	100		Quantity changed	92		
LTC Type-3 Ports	7		Quantity changed	9		
Ports	251		Quantity changed	185		
3745/210 Controller (Covers first 3745/210)	1	\$ 60.00	deleted			
3745/210E Controller (Covers second and third 3745/210)	2	\$ 194.00			200.0	\$194
1.5.2 Network Management System (NMS)						
Netview/MVS V2R3			Not Available			
425S © Communications App Proc	3		Changed to NETVIEW/MVS 3.2.5			
			Quantity changed D67 Change (3/22/99)	0		
RS6000						
7012/360	1	\$ 390.00	No Change		810.0	\$390
1.5.3 Motorola Hardware						
2620-1	36	\$ 374.00	Quantity changed (3/22/99)	27	350.0	\$322
2640-1	14	\$ 278.00	Quantity changed (3/22/99)	5	360.0	\$233
2640-4	30		Quantity changed (3/22/99)	8	360.0	
3262	19	\$ 182.00	Quantity changed using 12-3262 duals & 24 UDS3400	48	370.0 & 550.0	\$588
3500-1	64	\$ 3,492.00	Quantity changed (3/22/99)	40	380.0	\$3,060
3500-4	33		Quantity changed (3/22/99)	15	380.0	
3512-1	2	\$ 45.00	No Change - Changed (3/22/99)	7	390.0	\$45
3512-(SDC)	3	\$ 86.00	No Change - Changed (3/22/99)	2	400.0	\$86
3512-4	6	\$ 259.00	Quantity changed (3/22/99)	3	410.0	\$173
3520-8 (Covers 4 of 21)		\$ 192.00				\$192
3520-8 (Covers 17 of 21)	21	\$ 857.00	Quantity changed (3/22/99)	19		\$1,008
6003-8	33	\$ 818.00	Quantity changed (3/22/99)	8	440.0	\$892
6015	41	\$ 3,182.00	Quantity changed (3/22/99)	25	450.0	\$2,250

Attachment A

Cross Reference of State Required Equipment

IBM Mainframe

4/29/99

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

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Cross Reference of State Required Equipment

IBM Mainframe

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			2 channel interface processor	1	480.3	
			6-Port Ethernet Interface processor	1	480.2	
			Add-Cisco 4500 Router subbed 4700 (3/22/99)	2	470.0	\$125
			4-Port serial	1	470.2	
			6-Port ethernet	1	470.1	
1.5.8 Communications Security Equipment						
			DELETE-Digital Pathways Dial-up access platform utilized for network security. CATER will provide a diskette containing the configuration Database.			
Defender 1, DEF-200-004	1	\$ 2,225.00	DELETE	0		
Model 48 DEF II includes 5000 Software						
Chasis to support up to 48 modems						
Processor						
Memory						
Voice touchtone board						
DEF-204Redundancy Power Supply	1		DELETE	0		
DEF-206 IBM PC with windows software	1		DELETE	0		
Serial adapter Board (SAB) incoming lines	3		DELETE	0		
FSB-Flexible Serial Board	8		DELETE	0		
Defender II, DEF 5000	1	\$ 2,225.00	No longer available substituted AssureNet Defender	1	300.0	\$2,225
High Speed Boards (HSB)	3		Quantity changed (3/22/99)	11	300.1	\$5,112
			Processor	1	300.0	
			Memory	1	300.0	
			Voice touchtone board	1	300.0	
1.5.9 Network Bandwidth						
Total Bandwith Now Part of DS-3	47 mbps		Bandwidth changed (3/22/99)	72.5 mbps		
Channelized T-1's Now Part of DS-3	14	\$ 1,000.00	Quantity changed (3/22/99)	10		nc
Clear Channel T-1's Now Part of DS-3	12		Quantity changed	5		
Frame Relay T-1's Now Part of DS-3	4	\$ 500.00	Quantity Changed	7		nc
			Add-Clear channel T-1's, routers	22		
			Total Bandwidth=69,480,000			
1.5.10 Network Connected Ports						
			included as part of our infrastructure			

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IBM 2.4k	7		Quantity changed	6		
IBM 4.8k	35		Quantity changed	33		
IBM 9.6k	166		Quantity changed	86		
IBM 14.4k	2		Quantity changed	1		
IBM 19.2k	41		Quantity changed	42		
IBM 38.4k	1		No change	1		
IBM 56k	15		Quantity changed	16		
Router Ports						
56k Multi Protocol	12		Quantity changed	9		
1.544m Multi Protocol	5		Quantity changed	22		
1.544m MIP (56k chan)2	12		Quantity changed	7		
1.544m Frame Relay (PVC) 4	60		Change -1.544m Frame Relay (PVC) 7	126		
4000 Router Network						
56k Multi Protocol	3		Quantity changed	5		
1.544m Multi Protocol	1		Quantity changed	2		
1.5.11 Network Channel Extension as outlined in original RFP	1	\$ 1,203.00	No change		530.0 to 530.4	\$1,203
ADD-Network Lines						
			Internet T-1 Internet Access, includes-one IP address per HOST at the BRSC. Ethernet or token ring port on BRS IP router.	1	230.0	\$795
			ADVANTIS (IBM network) connection, upgraded to 56k	1	220.0	\$84
			Line/STCT T-3 DS3 Bandwidth to Sterling (This represents DS3 connectivity from State of CT Premise at 340 Capitol Ave., Htfd, CT, 860-566, to the BRS at Sterling Forest)(\$6,035)	1	260.0 & 270.0	\$6,035
			Hardware Dell 6200/Op Gxpro subbed Compaq 6000		210.0	\$324
			Pentium Pro 200Mhz/256k	1	210.0	
			processor, 128 MB mem, 8x SCCSI CD ROM, 1.44 MB floppy	2	210.0	

Additional Modifications in Red updated 12/15/97
 Additional Modifications in Green updated 02/26/99

G:\Disaster\IRFP\IBM Maintenance Ver_3.xls

Attachment A

Cross Reference of State Required Equipment

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			4/8 GB DAT Tape Back-up, 4GB SCSI, 2GB SCSI hard drive	1	90.0	
			Windows NT 4.0 service pack 2 installed	1		
			17"SVGA monitor, keyboard/mouse	1		
Software, other than operating system, is State's responsibility			Software RouterPM from 3DV Corp (Network General), RouterPM version 3.0, Maxagents 250, (options: polling data analysis, trend analysis, capacity planning)	1		
			Netscape Fast Track Server Version 2.0 for NT	1		
Codex Vangard 300 Frad (not part of original RFP)			Added	1	340.0	\$45
TOTAL		\$ 31,702.00		TOTAL		\$40,487
TOTAL FROM DEC SPREADSHEET		\$4,842		TOTAL FROM DEC SPREADSHEET		\$4,425
TOTAL RFP COST		\$36,544		TOTAL NEW COST		\$44,912

Attachment A

Cross Reference of State Required Equipment

DEC Mainframe

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Equipment Bid in RFP	Quantity	RFP 5 yr Monthly Cost		Quantity	Cross Reference to IBM BRS Supplement	New or Adjusted 3/5 year Cost
1.3.2.1 VAX Processors (2)	85 mips		Change	110 mips		
VAX 7000-710	(1) 50 vups	\$ 1,200.00	No Change	50 vups	640.0	\$800
VAX 7000-610	(1) 35 vups	\$ 1,000.00	Change to VAX-810 (Subbed 7620 65 VUPS)	60 vups	630.0	\$1,000
1.3.2.2 Storage						
Mass Storage	40 gig	\$ 1,125.00	Change quantity (03/03/99)	94 gig	660.0	\$1,204
			Note: HSJ42 storage works controller or equivalent must support raid-5 or at the capacity of a DECRZ29B (4.1 mb)		650.0	
1.3.2.3 Tape Units IBM 3480 with IDRC	1	\$ 52.00		1	670.0	\$52
TA78 Tape Drive 1600/6250 BPI		\$ 16.00	DELETE			
1.3.2.4 Consoles and Terminals						
VAXStation 3100 w/ 16mb	3	NC	DELETE	0		
			ADD-VT420 Terminals/Consoles	2	700.0	nc
			ADD-VT420 Slave Printer	1	680.0	nc
			ADD-PC's 486/66, 16mb, 1.5 gb disk, Ethernet, WIN95	3	600.0	\$200
1.3.2.5 Printers						
LPS20 Printer server	1		DELETE			
Post Color (quote base on 3 LG06, LPS20, Postcolor)	1	\$ 33.00	DELETE			
			ADD-Laser Printer (LAN Based)	1	690.0	nc
1.3.2.6 Other Equipment						
IBM 3290	1		DELETE	0	750.0	nc
DEC (BOSS) Network/Asynchronous Communications						
1.5.12 Terminal Servers	1288 Ports		DELETE	0		
DS500 DEC Server 500s (168)	2		DELETE	0		
DS550 DEC Server 550s (373)	3		DELETE	0		

Attachment A

Cross Reference of State Required Equipment

DEC Mainframe

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VISTA (192)-Datability (168)	3	\$ 902.00	DELETE	0		
DS200 DEC Server 200 (8)	1		DELETE	0		
DS300 DEC Server 300 (32)	2		DELETE	0		
DS700 DEC Server 700 (16)	1		DELETE	0		
XYPLEX 9015 (560)	2	\$ 25.00	DELETE	0		
Asynchronous Terminals	883		Async Ports with or without modem control Change (3/3/99)	500	740.0 to 740.2	\$870
			Async Ports with modem control	8		
DEC (BOSS) Network/Synchronous Communications						
1.5.12 Network Devices						
DECRouter 250 DECNET/Gateway	1	\$ 121.00	DELETE	0		
19.2 kbps DECNET (Judicial)			DELETE	0		
19.2 kbps TCP/IP (Env Prot)			DELETE	0		
DEC SNA/Gateway-S1 (2x56 kbps)	1	\$ 314.00	No change	1	730.0	\$299
56 kbps SDLC (CATER)						
56 kbps SDLC (Compt)						
Vitalink TransLAN III Bridges	1	\$ 54.00	DELETE			
56 kbps DECNET/LAT (DPW) - Ethernet LAN			DELETE			
			ADD-FDNETEX (NSC) - (CATER/Comptroller)		720.0	included in NSC 7200 in IBM
CPNETX (NSC)						
CPNETX (NSC) - CATER NSC			DELETE	0		
Y2K			ADD- MicroVax 3100/85 (3/3/99)	1	620.0	
			32 MB Memory	1	620.0	
			10 GB Mass Storage	1	620.0	

Total \$4,842

\$4,425

IBM BUSINESS RECOVERY SERVICES

Agreement for Purchase of Strohl Software

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

Your BIA Professional purchase includes these deliverable and support services:

Deliverables:

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

Support Services:

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

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

Charges:

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

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

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

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

Accepted By:

Accepted By:

State of Connecticut

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

International Business Machines Corporation
 By: *Steven Barroch*
 Authorized Signature
STEVEN BARROCH 5/21/99
 Name (Type or Print) Date

Customer Number: 2082054

Reference Agreement Number: 2K64101
Statement of Work Number: 22G13808

Customer Address:
340 Capital Avenue
Hartford, CT 06106

IBM Office Address:
522 South Road
Poughkeepsie, NY 12601

SIGNATORY CERTIFICATION

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

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

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

INTERNATIONAL BUSINESS MACHINES

BY Joseph D. Secchio

JOSEPH D. SECCHIO
BUSINESS OFFERINGS ADVOCATE
IBM LEGAL DEPARTMENT

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

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

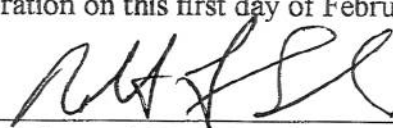
INTERNATIONAL BUSINESS MACHINES CORPORATION

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

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

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

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



General Counsel, IBM Americas