

INFORMATION PROCESSING SYSTEMS MASTER AGREEMENT

Reference No. A-95-006

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This Master Agreement, entered into this 15th day of SEPTEMBER, 1994, hereinafter referred to as the "Agreement" or "contract," is made by and between the State of Connecticut, hereinafter referred to as the "Customer," located at 165 Capitol Ave., Hartford, Connecticut 06106, and Periphonics Corporation hereinafter referred to as the "Supplier" or "contractor," having its principal place of business at 4000 Veterans Memorial Highway, Bohemia, New York 11716-1024. Where contracting agency is referred to in this Agreement, it is understood to be the Department of Administrative Services.

The terms and conditions of this Agreement are contained in the following sections:

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The parties hereto do hereby agree as follows:

1. TERM OF AGREEMENT

a. This Agreement shall become effective in accordance with the provisions of Section 29. APPROVAL OF AGREEMENT and shall continue until terminated by either party upon ninety (90) days' prior written notification to the other party, except that such termination may not be effected so long as this Agreement applies to any Attachment (described in Section 3. SALE OR LICENSE OF PRODUCTS).

b. If notification of termination is received from Supplier, Customer agrees to no longer issue Letter Order(s) (described in Section 3. SALE OR LICENSE OF PRODUCTS) for any additional Products (defined in Section 2. DEFINITIONS) or associated services under the terms and conditions of this Agreement.

2. DEFINITIONS

a. The term "Product" as used herein, is defined as any Supplier furnished computer hardware or software, along with all related materials, documentation, and information, received by Customer from Supplier that is specified on the hereinafter mentioned Product Schedule and also specified in any Attachment. An Attachment may identify more than one (1) copy of any Product.

b. The Product Schedule, which is attached hereto, establishes the Products, licensing period(s), maintenance and support, other services and associated pricing then available to the Customer under the provisions of this Agreement. Supplier's proposal response(s) to Customer's Requests For Proposals may also serve as the Product Schedule.

c. The term "Site" means a computer system or systems consisting of one processing unit (PU) or multiple interconnected processing units that are located at the same physical address.

d. The term "Designated PU" means any PU or attached processor (AP) complex, including associated peripheral units, specified in the Attachment. The Attachment may designate more than one PU for either different Sites or a Site with multiple interconnected PU's.

e. The "Specifications" are the Supplier's published technical and nontechnical detailed descriptions of a Product's capabilities.

f. The "Improvements" are changes made to Products from time to time either to provide additional functions for Customer use or to correct errors and other performance deficiencies noted by Customer and reported to Supplier.

g. The "Alterations" are modifications made by Customer to any

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installed Product thereby making such Product not in conformance with Supplier design and/or operation specifications.

3. SALE OR LICENSE OF PRODUCTS

a. Subject to the terms and conditions of this Agreement, Supplier agrees to sell, with regards to hardware, and license, with regards to software, to Customer any Product and to furnish to Customer any associated service then available that are listed in Letter Orders issued by the Data Processing Procurement Division, Department of Administrative Services (hereinafter referred to as "Letter Orders") and accepted by Supplier. Any such license shall be nonexclusive and nontransferable. Such Letter Orders shall contain, as a minimum, the following related information:

- 1) Installation Site, PU, Operating System, and Contact Person
- 2) Desired Delivery Date
- 3) Identity of this Agreement by Reference Number and Product Schedule
- 4) Product Number, Description and Quantity
- 5) License Term, Applicable Rate and Quantity Extensions
- 6) Installation and Other One-Time Charge Rate(s) (If Applicable)
- 7) Desired Maintenance and Support and Rate (If Applicable)
- 8) Product Maintenance and Support Zone & Surcharge Rate(s) (If Applicable)

b. Supplier may supplement the Product Schedule at any time to make additional Products, services and related terms available to the Customer, providing the effective date of each supplement is stated thereon and the supplement is transmitted to the Customer by a cover letter documenting formal approval of the supplement by a Supplier representative then legally empowered to so act.

c. Customer may cancel or reschedule Attachments up to forty (40) days prior to shipment of Products.

d. Customer is authorized to use any Product to develop and/or enhance Customer's own internal systems on any Designated PU or Site specified in an Attachment. Customer agrees that it shall use its best efforts to prohibit any Product use in a manner, whether directly or indirectly, that would enable Customer's users or any other entity to use the Product on any other PU or Site. System operating and utility software is furnished to the Customer under a thirty (30) year non-exclusive, fully paid single site license for use only by the Customer on the Product specified in the applicable Attachment purchased from Supplier by the Customer and installed on said Product. Said thirty year license shall be deemed as perpetual under the terms and conditions of this Agreement.

e. Notwithstanding the foregoing restrictions on use, Customer may

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use the Product on another PU or Site in the following circumstances:

- 1) If a Designated PU or Site cannot be used because of equipment or software inoperability, Customer may temporarily use a Product on another PU or Site. Customer will so notify Supplier if a software Product is used on another PU for more than a seven (7) day period.
- 2) If a Designated PU is replaced by Customer, Customer may designate a successor PU and use the Product on that PU. Prior to such other use, Customer shall give Supplier written notice of such intended use and such other use shall be subject to Supplier's written consent. Such consent shall not be unreasonably withheld.
- 3) If a Designated PU is removed to another location, Customer may move any Product and supporting materials to that location which physically replaces the original location. Prior to such moving of any Product and supporting materials, Customer shall give Supplier written notice of such intended movement and such movement shall be subject to Supplier's written consent. Such consent shall not be unreasonably withheld.

f. Upon Customer receipt of ninety (90) days' prior written notice, Supplier may update any Product Schedule pricing by amending the Product Schedule, provided: (1) the Product Schedule amendment is transmitted and approved in the same manner as described for supplements in Subsection 3.b., (2) no software license, or Product maintenance or related service rate is increased within the first year of after any Product acceptance, and (3) any such resultant price increase for a Product maintenance or related service shall not to exceed ten percent (10%) in any State of Connecticut fiscal year. In no case shall any such increase exceed Supplier's published prices then applicable to local governments and other states.

g. Products ordered prior to the effective date of any Product Schedule pricing increase shall enjoy protection from license rate increase during their license terms.

h. Customer shall be allowed a discount on any Product Schedule pricing according to Supplier's discount policy in effect when a Letter Order is placed.

i. Any Letter Order which has been accepted by the Supplier shall be immediately attached to this Agreement and shall remain attached until such time as any and all licenses and associated services listed in the Letter Order have been terminated. During the period of attachment, the Letter Order shall be known as an "Attachment" and shall hereinafter be referred to as such.

4. PROJECT SCOPE & DEFINITION

a. A Project Scope (PS) document will be provided by the parties for any Product development or installation activity which may be

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undertaken and will become attachment(s) hereto upon written approval by an authorized representative of each party. Amendment(s), if any, to the initial PS will be in writing and also approved as stated.

b. Project requirements stated must be prepared and approved in writing by both parties prior to beginning any other work on any project. Failure by the parties to accomplish this task will make subsequently applicable terms and conditions of this Agreement unenforceable, it being understood by the parties that such Definition is necessary for the proper and timely discharge of all responsibilities/remedies contained herein.

c. Definition of project stages and tasks to be performed within each stage will be done as stipulated in "Exhibit A" attached hereto unless otherwise mutually agreed to in writing. This Exhibit's content may be changed in a manner believed to be beneficial to Product development/installation as such changes are defined and agreed to in writing by appropriate project management staff.

d. Any project defined and approved hereunder will constitute an obligation for the parties to perform as agreed as long as deliverables are acceptable to Customer and related payments are being made. Failure to perform as obligated will be a breach of this Agreement and entitle the injured party to recourse as provided herein.

e. Requested changes to previously approved project plans/Products must be reviewed by the project coordinators and submitted for final written approval and disposition as stipulated in Subsections 4.a. and 4.b. above.

f. The appropriate project management methodology for any project performed hereunder will be defined in the PS and used throughout that project unless otherwise amended in writing and agreed to by the parties.

g. When any Product delivered hereunder is to supplement and/or replace an existing Customer system component, the method(s) to be used for conversion of any/all existing Customer data, which would not be compatible with such system or component thereof, shall be part of the PS criteria established for an applicable Product.

h. The language(s) to be used for preparation of any program(s) developed/enhanced hereunder shall be defined in the applicable PS.

i. The following four (4) items shall apply only to those instances where Customer's Letter Order is for a unique product not shown on ~~Supplier's~~ Product Schedule, but to be listed thereon by a supplement *Presently Prior to the issuance of any such Letter Order.*

- 1) Product development responsibility shall rest with Supplier upon Supplier's acceptance of Customer's Letter Order for such development. Supplier's failure to provide Customer requested Product development shall entitle Customer to seek other source(s) for such development and promptly recover from

Presently Prior to the issuance of any such Letter Order.
RAD
[Signature]

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Supplier all costs incurred through the seeking out and use of such source(s).

- 2) Product development solely applicable to Customer's unique needs may be requested by Customer under this Agreement. If Supplier elects to satisfy such request(s), the tasks to be done, the party responsible for development related tasks, and the order in which groups of such tasks are to be performed ("phase[s]") shall be defined in writing and approved by an authorized representative of each party prior to the start of any task.
- 3) If Customer determines that any ordered Product development will not provide the benefit anticipated by Customer and stated in writing, the Customer may elect to cancel any such development at the completion of any defined phase. Supplier shall receive prompt payment for work performed if the result of such work is as defined in the applicable PS.
- 4) Payment to Supplier for Product development shall be defined as part of phases to be completed hereunder, and the defined portion of payment shall be made promptly upon written acceptance by Customer of the deliverable(s) produced.

5. PROJECT REPORTING

a. Progress reporting for any project shall be done as stipulated in the applicable PS for the duration of the project. Such reports will contain information regarding: key dates and/or deliverables established in the PS and within the reporting time frame; personnel actions impacting the project staff; actions affecting the PS; deadlines met, due or missed and related action(s), if any; Customer policy decision(s) having direct impact on the project and/or PS. Other information will be reported as needed to ensure satisfactory project progression.

b. All reports will be submitted as required to Project Coordinator(s) representing the parties who will review progress/events since the previous reports. Any report disparity will be resolved as necessary and the reports approved by signature of both coordinators.

6. CUSTOMER TRAINING

At Supplier's published rates, Supplier shall provide such preinstallation and postinstallation Product compatibility system surveys, consultation, reference manuals and on-site operational training as to facilitate proper installation and operation of all Products. Additional Supplier assistance, if requested by the Customer, shall be furnished at Customer expense at the then applicable Supplier prices for such services.

7. DELIVERY, INSTALLATION & DEINSTALLATION

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a. Customer undertakes at its own expense to prepare and make available to Supplier the system for installation of any Product in accordance with Supplier furnished Specifications. If preparation for installation has not been completed, Customer shall so notify Supplier as soon as possible but no later than ten (10) days prior to the scheduled Product installation date.

b. If Customer installation requirements do not meet Supplier Specifications, the Customer shall be charged, at prices in effect at the time of Customer's order, for the extra work or ancillary products required to complete installation.

c. Supplier shall provide Product delivery making its best efforts to comply with Customer's requested delivery mode and date (usually within about forty-five [45] days of the Letter Order date), and assures such delivery within ninety (90) days of Customer's order date unless that is precluded by causes beyond Supplier's reasonable control. Such Product delivery period shall not exceed ninety (90) days without written notification to Customer and Customer agreement thereto.

d. Customer ordered deinstallation, relocation and reinstallation of any Product previously installed shall be at Customer's expense according to Supplier's prices then in effect for such services.

8. PRODUCT REPLACEMENTS & UPGRADES

Supplier agrees that during the time any software Product is under Supplier warranty or subject to applicable maintenance and support charges that Supplier shall furnish to Customer all new releases or enhancements to a given Product which are distributed to any of Supplier's other maintenance agreement customers at no additional cost to Customer.

9. PRODUCT EVALUATION & ACCEPTANCE

a. Any Product furnished by Supplier under the terms of this Agreement shall be subject to an evaluation and acceptance period at the Customer installation site. For a Product installed by Supplier, said period shall commence on the Customer work day next following written Supplier notification to the Customer that the Product is installed and ready to undergo evaluation and acceptance testing, herein defined as thirty (30) contiguous days of Product performance and Supplier service at ninety-five percent (95%) uptime which satisfies Customer criteria specified in Section 17. HARDWARE MAINTENANCE and Section 19. SOFTWARE MAINTENANCE & SUPPORT. For a Product installed by Customer, said period shall commence on the Customer work day next following receipt of the Product by Customer.

b. Should any Product or associated service fail to be satisfactory as specified in Subsection 9.a. due to circumstances beyond Supplier's control, the evaluation and acceptance period then shall be immediately reinitiated if agreed to by Supplier. If Supplier does not

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agree to reinitiating the evaluation and acceptance period, the provisions of Subsection 9.d. of this Agreement shall apply.

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

d. In the event any Product fails to be accepted as specified herein within sixty (60) days of installation, the Customer may forthwith release the Product to Supplier and be relieved of all obligations thereof.

10. GENERAL PROVISIONS

a. Section headings and document titles used in this Agreement are included for convenience of reference only and are not part of the substantive provisions herein.

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

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

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

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

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f. This Agreement shall be deemed to have been made in the State of Connecticut and shall be governed in all respects by the laws of said State.

g. Supplier shall provide Customer at Supplier's cost with a minimum of two (2) additional copies per installation of the user manuals/documentation and supporting materials for each software Product.

h. Customer agrees not to remove or destroy any proprietary markings or proprietary legends placed upon or contained within any Product.

i. Except as may be otherwise provided for in this Agreement, Customer shall not assign, mortgage, alter, relocate, give up possession of, nor permit third party use of, any Product without the prior written consent of Supplier.

j. At the termination of any license under this Agreement, whether by passage of time or otherwise, Customer shall surrender possession of the Product to Supplier or its successors and assigns in good order and repair, ordinary wear and tear resulting from proper Customer use excepted.

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

l. If Customer desires to obtain a version of the Product that operates under an operating system not specified in the Attachment, Supplier shall provide Customer with the appropriate version of a Product, if available, on a 15-day trial basis without additional charge, provided Customer has paid all applicable maintenance and support charges then due. At the end of the 60-day trial period, Customer must elect one of the following three options:

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

OR

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

OR

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

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Product.

m. Supplier covenants and agrees that it will not, without prior written consent from Customer, make any reference to Customer in any of Supplier's advertising or news releases.

n. Any forthcoming transactions against this Agreement shall be in accordance with applicable Connecticut statutes, if any, pertaining to the Department of Administrative Services.

11. PATENT, COPYRIGHT, LICENSE & PROPRIETARY RIGHTS

a. Supplier hereby grants Customer, at no additional cost, rights to use any patented, copyrighted, licensed or proprietary software Product. Customer shall maintain the confidentiality of any such Product consistent with its privileged nature, and shall not divulge the Product or make it available to any third party. This obligation survives termination of this Agreement.

b. Supplier agrees to defend any U.S. patent, copyright, license or proprietary rights infringement claim or proceeding pertaining to Customer use of any Product, except where Customer modifies or adapts said Product without Supplier consent. Supplier agrees to satisfy any final award arising from any said claim or proceeding. Customer agrees to give Supplier prompt written notice of any impending said claim or proceeding, and agrees to Supplier's right to conduct any defense thereof.

c. In the event any Product becomes the actual or prospective subject of any said claim or proceeding, Supplier may, at its discretion: (1) modify the Product or substitute another equally suitable Product (providing such alternative does not degrade the Customer's Product dependent performance capability), or (2) obtain for Customer the right to continued Product use, or (3) if Product use is prevented by injunction, take back the Product and credit Customer for any charges unearned as a result of enjoined use as follows:

i) Where the license specified in the applicable Attachment is less than perpetual, Supplier shall promptly refund to Customer the amount of the fees paid for the portion of the applicable term found to be infringing.

ii) Where the license specified in the applicable Attachment is perpetual:

a) Periodic Payment license. Supplier shall promptly refund to Customer the amount of the fees paid for the portion of the applicable term found to be infringing.

b) Lump-Sum Payment License. Supplier shall promptly refund to Customer any Product maintenance and support charges paid by Customer applicable to the infringement period plus a sum

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computed as follows:

Period license of infringing Product has been in effect starting with Acceptance Date:

Less than 1 year - 75% of license fee paid

1 - 2 years - 50% of license fee paid

2 - 3 years - 25% of license fee paid

Over 3 years - No credit

d. Supplier shall have no liability for any infringement claim or proceeding based on Customer's modification of a Product.

e. The foregoing states the entire rights and liabilities of both parties for any loss or damage whatsoever arising from any Product patent, copyright, license or proprietary rights infringement except that, if Customer is not allowed five (5) days to erase or preserve Customer data, after prior written notification from Supplier, Supplier shall be liable for the cost of recovery of said data and shall hold Customer harmless from any resultant suits and claims of invasion of personal privacy, and this right shall inure beyond the life of this Agreement.

f. Supplier reserves for itself all proprietary rights in all designs, engineering details and other data pertaining to the equipment (and all components included therein) and software and to all inventions, patent rights, trade secrets, and other proprietary data rising out of work done in connection with designing, manufacturing, the equipment and software subject to such reservations.

12. RISK OF LOSS & INSURANCE

a. Customer shall not be liable to Supplier for any risk of Product loss or damage while Product is in transit to or from a Customer installation site, or while in Customer's possession, except when such loss or damage is due directly to Customer negligence or the provisions of Subsection 3.e. of this Agreement.

b. In the event Supplier employees or agents enter premises occupied by or under control of Customer in the performance of their responsibilities, Supplier shall indemnify and hold Customer harmless from any loss, cost, damage, expense or liability by reason of tangible property damage or personal injury, of any nature or any kind, caused by the performance or act of said employees or agents. Without limiting the foregoing, Supplier shall maintain public liability and property damage insurance within reasonable limits covering the obligations contained herein, and shall maintain proper workers' compensation insurance in accordance with Section 28. WORKERS' COMPENSATION.

13. CONFIDENTIALITY; NONDISCLOSURE

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a. Customer hereby agrees that:

- 1) Customer shall exercise at least the same degree of care to safeguard any Product as Customer does its own property of a similar nature; and
- 2) Customer shall take reasonable steps to assure that neither the Product nor any part thereof received by Customer under this Agreement shall be disclosed to others, in whole or in part, without the prior written permission of Supplier. Such prohibition on disclosures shall not apply to disclosures by Customer to its employees, provided such disclosures are reasonably necessary to Customer's use of the Product, and provided further that Customer shall take all reasonable steps to insure that the Product is not disclosed by such employees in contravention of this Agreement.

b. Supplier hereby agrees that:

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

It is expressly understood and agreed that the obligations of this Section 13. shall survive the termination of this Agreement.

14. PAYMENTS & CREDITS

a. Customer shall pay any Product or associated service charges shown in each Attachment promptly after receipt of the Supplier invoice applicable to the calendar month or other period during which Supplier has the obligation to provide the Product or service to Customer (hereinafter referred to as the "Due Date"). Any such charges for a partial month or period shall be prorated. Charges for licenses shall apply starting with the relevant Acceptance Date; charges for associated services shall apply starting with the relevant dates specified in the pertinent Attachments.

b. Payment of said Supplier charges for any such license or maintenance and support term shall entitle the Customer to use the Product, free of any Supplier imposed usage charges, at the Customer's convenience at any time during said term, excluding the time required for maintenance and support.

c. Supplier may assign any license payments (but not any associated service payments), in whole or in part, upon prior written

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notice to Customer. If Customer is given notice of such assignment, Customer agrees to acknowledge receipt thereof in writing within a reasonable period of time. Notwithstanding any such assignment, Supplier agrees that Customer shall quietly have and enjoy use of the Product, free of any repossession or any claims by Supplier or its successors and assigns, subject to the terms and conditions of this Agreement, provided Customer is not in default hereunder. No Product assignment by Supplier shall relieve Supplier of any obligations under this Agreement without prior written Customer consent in each such instance.

d. Except as may be stipulated in Section 7. DELIVERY, INSTALLATION & DE-INSTALLATION, Customer shall reimburse Supplier for mutually agreed upon sundry expenses not otherwise provided for in this Agreement which Supplier incurs in rendering incidental services for the Customer in support of, or directly associated with, any license. Such expenses include Customer requested Product relocations and modifications.

e. Customer shall be liable to Supplier for a charge for an item which is not listed on the Product Schedule only if the related order has been placed by an authorized Customer representative. Any Supplier time and materials charge shall reflect only reasonable expenditures actually incurred by Supplier in rendering Customer services at the Product installation site.

f. Supplier shall furnish separate invoices for each Product Site; and each license charge, maintenance and support charge or other charge shall be included as separate line items on such invoices.

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

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

1) If the license fee specified in the Attachment is payable in periodic payments, there shall be no additional charge for maintenance and support during either the period for which such periodic payments are payable or the first year of the license term, whichever is longer.

2) Supplier shall continue to provide Customer with maintenance and support services provided Customer elects to pay Supplier in advance the applicable maintenance and support charges then in effect. The applicable discount for monthly, quarterly, semi-annual or annual maintenance and support charges shall be as shown in the Product Schedule.

3) For each subsequent year, Supplier's obligation to provide maintenance and support services and Customer's obligation to pay the maintenance and support charges then in effect shall

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be deemed to be automatically renewed unless cancelled in writing by either party at least thirty (30) days prior to such renewal date.

i. Supplier shall be liable for personal property taxes and similar assessments on any Product and for any interest charge or penalty imposed for late payment or nonpayment of such assessments.

j. If Customer defaults by not paying any sum due under this Agreement within thirty (30) days of the Due Date thereof, and such default continues for more than thirty (30) days after Customer receipt of written Supplier notice thereof, then Supplier, at its option and without further notice, shall have the immediate right to repossess and remove the related Product.

k. Payments for Products ordered hereunder for each site shall be made in four (4) components as follows. The first component will be ten percent (10%) of the Supplier-quoted price and is payable upon installation of Product(s) or commencement of applicable professional services. The second component will be ten percent (10%) of the Supplier-quoted price and is payable upon data conversion and voice messages having been done to the satisfaction of Customer. The third component will be ten percent (10%) of the Supplier-quoted price and is payable upon Customer verification of Supplier's written notice that an ordered Product is tested and ready for use by Customer in Customer's environment. The fourth and last component will be seventy percent (70%) of the Supplier-quoted price and is payable upon Customer's written acceptance of Product(s) installed and made fully operational by Supplier. This payment schedule sets out the initial intent of both parties in respect to payments for Products ordered hereunder. The disbursement of the final seventy percent (70%) of this payment schedule is to be further defined, as needed for each site, in an applicable project plan document which will establish the acceptance criteria and their related payment milestones for all ordered Products.

15. PRODUCT ALTERATIONS

a. Alterations of any Product may be made only with the prior written consent of Supplier and/or the manufacturer. Such consent shall not be unreasonably withheld.

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

c. Any Alteration of a Product by Customer without prior written consent of Supplier shall void the obligations of Supplier under Section 19. SOFTWARE MAINTENANCE & SUPPORT for the Product. Supplier shall indicate in any prior written consent which parts of the Product being altered will continue to be subject to Section 19. SOFTWARE MAINTENANCE

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& SUPPORT and which will not. Customer understands and agrees that Supplier may develop and market a new or substantially different product which either uses or performs all or part of the functions performed by an installed Product. Nothing contained in this Agreement gives Customer any rights, with respect to such new or different product, not granted to other product users. Further, the software provided may contain, currently or at some time in the future, optional features which have not been specifically licensed by Customer. The Customer is prohibited from using any optional software features for which the right to use license has not been specifically set forth on the Attachment.

16. HARDWARE RELIABILITY

a. The reliability, at any point in time, of any hardware Product shall be determined by the hardware Product's operational capability for productive Customer use as configured and installed within the Customer's operating environment. Continued acceptability of hardware Product performance reliability shall be based on the Customer's experienced rate of recoverable and nonrecoverable hardware Product operating errors or failures which preclude productive Customer use of said hardware Product according to applicable Supplier operating specifications.

b. Except as may be otherwise consented to by Customer in writing, required hardware Product reliability is ninety-five percent (95%) up-time availability for the aforesaid productive Customer use during a calendar month, computed as follows:

$$\text{Computed \% Reliability} = \frac{(\text{Available-Time-per-Month}) - (\text{Downtime-per-Month})}{(\text{Available-Time-per-Month})} \times 100$$

with Available-Time-per-Month equated to one hundred eighty (180) hours, which shall be deemed to correspond to the PPM hours during each calendar month plus any additional hours of scheduled hardware Product use by Customer during said month wherein those hours are covered by Supplier's contracted maintenance, and Downtime-per-Month equated to those hours of Available-Time-per-Month during which the Customer is precluded from the aforesaid productive hardware Product use.

EXAMPLE:

Given: Available-Time-per-Month was 180 hours.
Downtime-per-Month was 9 hours.

$$\text{Then: Computed \% Reliability} = \frac{(180 - 9)}{180} \times 100 = 95$$

c. A given instance of hardware Product downtime shall start with a bonafide Customer service request to remedy any operational hardware

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Product deviation, error, or failure condition(s), and end with documented proof by Supplier to Customer that such hardware Product status has been fully restored to Supplier's applicable operational specifications and made ready for the aforesaid productive Customer use. However, the calculated time period of a given such instance of hardware Product downtime shall exclude the following periods: (1) any nonproductive hardware Product use time caused by the Customer or a third party; (2) any nonproductive hardware Product use time during the hours available for Non-PPM, unless Customer has Supplier contracted maintenance service during such nonproductive hardware Product use time; and (3) any time during which Customer fails to make the hardware Product available for Supplier's remedial service.

d. In the event that any installed hardware Product, which is covered by a maintenance agreement with Supplier, continues to malfunction for a period in excess of twenty-four (24) continuous hours the Customer shall be entitled to credits against maintenance charges for such hardware Product equal to two (2) times the applicable monthly rate for each succeeding twenty-four (24) hour period during which the Customer is prevented from making continuous productive use of said hardware Product. In no event shall Supplier be liable to Customer for an amount that exceeds the amount paid to Supplier for annual maintenance.

17. HARDWARE MAINTENANCE

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

b. Supplier shall not be responsible for the consequences of any hardware Product repairs, adjustments, or modifications performed by any person not representing Supplier; however, this provision does not preclude Supplier granting approval for such performance by persons not representing the Supplier.

c. Supplier shall maintain sufficient installed hardware Product support services staff, replacement hardware Products and ancillary equipment to satisfy the preventive and remedial maintenance requirements, as well as the reliability standard requirements, specified herein for any hardware Product.

d. Supplier shall have full and free access to any hardware Product to provide required service thereon.

e. Preventive maintenance shall be provided at a time mutually agreeable to Customer and Supplier, and may be charged to Customer at Non-PPM service rates unless scheduled during a PPM period. Preventive maintenance shall conform to hardware Product manufacturer's recommended schedules and procedures, and may be performed concurrently with remedial maintenance.

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f. Supplier shall typically respond to any Customer requests for PPM within two (2) hours, which may carry over to the beginning of the next daily PPM period if less than two (2) hours remain during the applicable PPM period. This response may be in the form of telephone communication from Supplier's competent technical personnel to Customer's designated person(s).

g. Supplier shall maintain an on-site hardware Product log to contain brief descriptions of Customer reported problems and either associated remedial or scheduled preventive maintenance services performed on any installed hardware Product.

18. HARDWARE WARRANTY

a. Supplier warrants that the hardware sold directly by Supplier to Customer will perform in accordance with the Supplier's Specifications for a period of twelve (12) months from the date of acceptance of a Product by Customer. In the event of a failure to so conform is made known to Supplier in writing by Customer within the twelve (12) month Warranty Period, Supplier will endeavor to correct such nonconformance. In the event the hardware does not perform to the Specifications as of the expiration of the Warranty Period, Customer shall have the right to return such nonconforming hardware to Supplier and receive a refund for said hardware. Customer must notify Supplier in writing of its intent to return the hardware prior to the expiration of the Warranty Period.

b. EXCEPT AS MAY BE OTHERWISE STIPULATED IN THIS AGREEMENT, THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE).

19. SOFTWARE MAINTENANCE & SUPPORT

a. After acceptance of any Product by the Customer and subject to the terms, conditions, and charges set forth in this Agreement, Supplier represents that maintenance and support services for said Product shall be provided to Customer as follows:

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

b. Customer shall be responsible for site work external to, but

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required for, Product installation, and for maintenance and material costs of Product repairs necessitated by Customer misuse, unauthorized modification or negligence.

c. Supplier shall not be responsible for the consequences of any Product modifications performed by any personnel not representing Supplier; however, this provision does not preclude Supplier granting approval of such modification actions by persons not representing the Supplier.

d. Supplier shall maintain sufficient and competent Product support services staff, replacement products and ancillary products to satisfy the Supplier obligations specified herein for any Product.

e. Supplier shall have full and free access to any Product to provide required services thereon.

f. Supplier shall respond to Customer's telephone requests for technical support relative to any installed Product within four (4) hours of such requests Monday through Friday (8:00 A.M. to 5:00 P.M., Eastern time). For calls received later than 1:00 P.M. (ET), every effort will be made to provide support services that day. If this is not possible, then service will be provided the first thing the next day. Failure to provide reasonable and competent telephone assistance within the four (4) hour period shall entitle Customer to either credit or reimbursement against the applicable Product invoice in regard to a nonperpetual license in the amount of ten percent (10%) of the Supplier's current license fee for each succeeding two (2) hour period that said reasonable and competent assistance is not provided to Customer by Supplier and in regard to a perpetual license in an amount 1/6 times the related Product Schedule annual maintenance and support charge, ~~or two (2) times the related Product Schedule annual maintenance and support charge,~~ or two (2) times the related Product Schedule monthly maintenance and support charge, as the case may be, whether payable or not by Customer, for each succeeding two (2) hour period that said reasonable and competent assistance is not provided to Customer by Supplier. In no event shall Supplier be liable to Customer for an amount that exceeds the fee paid to Supplier for annual Software Maintenance & Support, *for each such failure as to a Product.*

RAD
[Signature]

RAD
[Signature]

20. SOFTWARE WARRANTY

a. Supplier warrants that the Software licensed directly by Supplier to Customer will perform in accordance with the Supplier's Specifications for a period of twelve (12) months from the date of acceptance of a Product by Customer. In the event of a failure to so conform is made known to Supplier in writing by Customer within the twelve (12) month Warranty Period, Supplier will endeavor to correct such nonconformance. In the event the Software does not perform to the Specifications as of the expiration of the Warranty Period, Customer shall have the right to return such nonconforming Software to Supplier and receive a refund for said Software. Customer must notify Supplier

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in writing of its intent to return the Software prior to the expiration of the Warranty Period.

b. If the ongoing performance of a Product does not conform to the Section 19. SOFTWARE MAINTENANCE & SUPPORT provisions of this Agreement, Customer shall give Supplier written notice of performance deficiencies. Supplier shall then have not more than a ten (10) calendar day cumulative cure period per twelve (12) month period to correct such deficiencies. If the cumulative number of days in a twelve (12) month period is exceeded, and said performance continues to be in nonconformance with said Section 19., the Supplier shall be in default of this Agreement and Customer at its option may thereupon:

- 1) request Supplier to replace said Product or service resource at Supplier's expense with a functional Product or competent service.
- 2) terminate the Product license or service without Customer penalty, further obligation or financial liability. In the event of such termination, the Customer shall be entitled to a refund according to the following schedule:

Termination of a lump-sum payment perpetual license

Period license of terminated Product has been in effect starting with Acceptance Date:

- less than 1 year - 75% of license fee paid to be refunded
- 1 - 2 years - 50% of license fee paid to be refunded
- 2 - 3 years - 25% of license fee paid to be refunded
- over 3 years - no refund

Termination of associated services or a periodic payment license or a lump-sum payment nonperpetual license

Fee paid by Customer applicable to the period following default shall be refunded to the Customer.

c. EXCEPT AS MAY BE OTHERWISE STIPULATED IN THIS AGREEMENT, THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE).

21. TERMINATION

a. Under the following condition, Customer may terminate early and without penalty, and without default on the part of the Supplier, any license or associated service on any Attachment by releasing Supplier from further responsibility to provide the Product or service. Upon ninety (90) days' written notice to Supplier, Customer may terminate any

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Product license or associated service as of the first day of the period for which sufficient funds to meet its obligations under this Agreement are not appropriated or allocated. Customer shall pay any Product or service charges due prior to the nonfunded period. If the necessary funding becomes available within ninety (90) days of such termination, Customer and Supplier agree to resume said license or associated service, upon such funding becoming available, under the terms applicable to such license or associated service just prior to termination, unless such resumption is mutually declined.

b. Upon the termination of any Product, the license and all other rights granted hereunder to Customer shall immediately cease, and Customer shall immediately upon receipt of written request from Supplier:

- 1) Return the Product to Supplier;
- 2) Purge all copies of the Product or any portion thereof from all PU's and from any computer storage medium or device on which Customer has placed Product; and
- 3) Give Supplier a written certification that through its best efforts and to the best of its knowledge, Customer has complied with all of its obligations under this subsection. An archive copy may be retained by Customer for a minimum period of one (1) year.

22. COMMUNICATIONS

Unless notified otherwise by the other party in writing:

Correspondence, notices, and coordination between the parties to this Agreement as to general business matters or the terms and conditions herein should be directed to:

Customer - Data Processing Procurement Division, DAS/BBS
340 Capitol Ave, Hartford, Connecticut 06106

Supplier - As stated in page one of this Agreement.

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

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

Customer - The Agency Site Manager specified in the applicable Letter Order

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Supplier - As stated in page one of this Agreement.

23. LIMITATION OF LIABILITY

In no event shall either party be liable for special, indirect or consequential damages except as may otherwise be provided for in this Agreement.

24. NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS

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

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

For the purposes of this section, "commission" means the commission on human rights and opportunities.

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

b. (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed

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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 such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. Sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and Conn. Gen. Stat. Section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

c. Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

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

e. The contractor shall include the provisions of Subsection b of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation

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or negotiation prior thereto to protect the interests of the state and the state may so enter.

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

25. NONDISCRIMINATION PROVISIONS REGARDING SEXUAL ORIENTATION

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

a. (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission on human rights and opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56 of the general statutes; (4) the contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56 of the general statutes.

b. The contractor shall include the provisions of Subsection a of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56 of the general statutes; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

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

26. EXECUTIVE ORDER NO. THREE

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be cancelled, terminated or suspended by the state labor commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

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

27. EXECUTIVE ORDER NO. SEVENTEEN

This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen 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.

28. WORKERS' COMPENSATION

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

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29. APPROVAL OF AGREEMENT

This Agreement shall become effective upon its approval as to form by the Attorney General of the State of Connecticut.

30. ENTIRETY OF AGREEMENT

This Agreement includes the SIGNATURE PAGE OF AGREEMENT. To the extent the provisions of the previously mentioned Product Schedule and any aforementioned Attachment do not contradict the provisions of Sections 1 through 30 of this Agreement, said documents are incorporated herein by reference and made a part hereof as though fully set forth herein. This Agreement, as thus constituted, contains the complete and exclusive statement of the terms and conditions agreed to by the parties hereto and shall not be altered, amended, or modified except in writing executed by an authorized representative of each party.

THE REMAINDER OF THIS PAGE IS PURPOSELY LEFT BLANK.

INFORMATION PROCESSING SYSTEMS MASTER AGREEMENT

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SIGNATURE PAGE OF AGREEMENT

This Agreement is entered into by authority of Section 4a-51 of the General Statutes of Connecticut, as revised.

Periphonics Corporation

State of Connecticut

BY: Richard A. Daniels

BY: Donald J. Maloney

NAME: Richard A. Daniels

Donald J. Maloney, Director
Data Processing Procurement
Division of the Department of
Administrative Services

TITLE: Sr. Vice President

DATE: 29 August 1994

DATE: Sept 1 1994

APPROVED AS TO FORM:

W.A.B. / K
Assoc. Attorney General of the State
of Connecticut

DATE: 9/26/94

Reference No. A-95-006

CERTIFICATE OF AUTHORITY

I, Kevin J. O'Brien, the undersigned, do hereby certify that I
(Name of Certifying Officer)

am the Corporate Secretary of Periphonics Corporation, a
(Title of Certifying Officer) (Name of Corporation)

Delaware corporation, and that the following
(State of Incorporation)

resolution was duly adopted on 29 August, 1994, at a
(Date of Adoption of Resolution)

duly called and held meeting of the Board of Directors of said
corporation:

Resolved, that Richard A. Daniels, in his
(Name of Signer of Contract) (his/her)
or Amendment to Contract)

capacity as Sr. Vice President of Periphonics Corporation
(Title of Signer of Contract) (Name of Corporation)
or Amendment to Contract)

is hereby authorized to sign any and all contracts or amendments to
contracts on behalf of the corporation.

I do further certify that the above resolution has not been amended
or revoked and is now in full force and effect.

Dated this 29th day of August, 1994.



Kevin J. O'Brien

Exhibit A

Agreement No. A-95-006

September 9, 1994

State of Connecticut
Interactive Voice Response System

PROJECT SCOPE DOCUMENT

The Periphonics Interactive Voice Response System as developed for the State of Connecticut must at a minimum meet all the requirements stated in the Connecticut Request for Proposal (RFP 934-A-47-0643-C), as amended, modified or stated in the remaining referenced documents including the Periphonics Proposal and referenced correspondence.

Referenced documents:

1. State of Connecticut
Interactive Voice Response System
Request for Proposal 934-A-47-0643-C Dated March 3, 1994
2. Periphonics Corporation
Proposal for an Interactive Voice Response System for the State of Connecticut
RFP Number: 934-A-47-0643-C
Opening Date: March 24, 1994
3. Various correspondence between Ms. Gina M. Wade, CT/DAS/BBS/DPPD and Mr. Edward Barbach, Mr. Larry Roberts, et al., Periphonics. This includes but is not necessarily limited to the following:
 - 1) CT to Periphonics 6-9-94 Seeking clarification of Proposal
 - 2) Periphonics to CT 6-20-94 Response to 6-9-94 letter
 - 3) CT to Periphonics 6-21-94 Concurrence from Periphonics to rescind Confidential verbiage; no response required
 - 4) CT to Periphonics 7-11-94 Seeking further clarification of Proposal
 - 5) CT to Periphonics 7-12-94 Requesting Periphonics to attend a Vendor Interview
 - 6) Periphonics to CT 7-15-94 Response to 7-11-94 letter



Exhibit A


Agreement No. A-95-006

- 7) Periphonics to CT 7-29-94 Response to open issues from the Vendor Interview held on 7-25-94
4. Documented representations to DOL made by Periphonics personnel attending the Vendor Interview in Wethersfield, CT during proposal evaluation process, specifically on July 25, 1994.
5. Refined project plan with attendant time frames and deliverables as differentiated from Periphonics proposal.


The contents of this document are subject to modification, additions or deletions as mutually agreed upon in writing by authorized representatives of both the State and Periphonics.

For the State of Connecticut:

For Periphonics Corporation:



Susan Stackpole
Employment Security Program
Manager
Department of Labor



Edward M. Barbach
Manager, Proposals and Bids

Date: September 19, 1994

Date: September 16, 1994



