

STATE OF NEW HAMPSHIRE

DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301 Fax: 603-271-1516 TDD Access: 1-800-735-2964 www.nh.gov/doit

Denis Goulet Commissioner

September 4, 2018

His Excellency, Governor Christopher T. Sununu and the Honorable Council State House Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Information Technology to enter into a **retroactive**, **sole source** contract amendment with CA, Inc. (formerly Computer Associates, Inc.) of Islandia, New York (Vendor #174878) (PO # 1002001) increasing the not to exceed amount by \$97,157.92 from \$7,295,901.31 to \$7,393,059.23 to provide software licenses to support the New Hampshire Employment Security (NHES) mainframe for up to one year retroactive to July 1, 2018 upon Governor and Council approval through June 30, 2019. 100% Federal funds.

The Governor and Executive Council approved the original contract on June 4, 2008, Item #4, and subsequently amended on June 17, 2009, Item #16; June 23, 2010, Item #20; June 19, 2013, Item #17; July 2, 2014 Item 1A; April 20, 2016 Item #21; July 13, 2016, Item #15; October 26, 2016 Item #47 and July 19, 2017 Item #54.

Funds for NH Employment Security are available for State Fiscal Year (SFY) 2019 in the following account.

02-27-27-270010-8040 Dept of Employment Security	SFY 2019	•
10-02700-80400000-038-500177 Technology Software	 \$97,157.92	

EXPLANATION

This contract is **sole source** because all contractual extensions have been exhausted and NHES requires continued support of the proprietary utility and support software from this vendor. This is a **retroactive** agreement due to staffing issues with the vendor and the complexities associated with consolidating contracts with NHES and Department of Health and Human Services as well as the removal of the Department of Safety from the agreement. The quote for extended services was requested in May but not received until July. The contract amendment was not approved by the vendor until August 22. This amendment is a request to continue the use of CA software licenses until the NHES mainframe system applications are replaced. At the time of the last agreement with the vendor, NHES had planned to replace the mainframe system with other technologies; however, the replacement system implementations have been delayed.

The Department of Information Technology respectfully requests your approval.

Respectfully supmitted,

Denis Goulet Commissioner

New Hampshire Department of Information Technology

George N. Copadis Commissioner

New Hampshire Employment Security

DG/ik 2009-007I

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of Contract 2009-007, on June 4, 2008, Item #4, amended on June 17, 2009, Item #16; June 23, 2010, Item #20; June 19, 2013, Item #17; July 2, 2014, Item #1A; April 20, 2016, Item # 21; July 13, 2016, Item #15; October 26, 2016, Item #47; July 19, 2017 Item #54 (herein after referred to as the "Agreement"), CA, Inc. (hereinafter referred to as the "Vendor') agreed to supply certain software products and maintenance services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department") acting for the benefit of the State, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 9.16: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Department and the Vendor wish to increase the Contract price by \$97,157.92 to bring the total contract price to \$7,393,059.23;

WHEREAS, The Vendor agrees to provide NHES mainframe software maintenance for the period of July 1, 2018 through June 30, 2019;

WHEREAS, The Vendor agrees that the State may terminate this contract for convenience with a 30 day written notice;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

The Agreement is hereby amended as follows:

- 1. Amend Section 1.8 of the General Provisions of the Agreement: *Price Limitation* by increasing the amount by \$97,157.92 from \$7,295,901.31 to \$7,393,059.23.
- 2. Paragraphs "2.5 New Products" and "2.9 Future Product Discount" are hereby deleted from the Governing Contract.
- 3. Delete Deliverable Payment Schedule 1.1. Firm Fixed Price, Replace as following:

This is a Not to Exceed Contract in the total amount of \$7,393,059.23.

Description	7/1/16- 6/30/17	7/1/17-6/30/18	7/1/18- 6/30/19	Total
DHHS Product Suite	\$315,576.39	\$325,639.61	\$327,041.52	\$968,257.52
DOS IDMS Suite	\$159,653.13	*\$417,600	N/A	\$577,253.13
NHES VM/VSE	\$50,306.92	*	\$97,157.92**	\$147,464.84

Suite				
Total for Distributed Product Suite	\$93,993.06	\$96,990.35	\$97,407.90	\$288,391.31
Total for Network Services	\$41,061.42	\$42,370.80	\$42,553.21	\$125,985.43
Totals	\$660,590.92	\$882,600.76	\$564160.54	\$2,107,352.23

^{**}To be Paid in two increments: \$48,578.96 upon Governor and Council Approval and \$48,578.96 on January 1, 2019.

4. Product Deliverables:

Update 1.1.2 Capacity Purchase with the following:

1.1.2 Capacity Purchase

From the effective date of the contract amendment until June 30, 2019 or until State provides a 30 day termination notice, whichever comes first, State may order the following product set in 6 month increments.

Product Name	Operating	Authorized	Start Date	End Date	Ship
	System	Use			(Y/N)
CA Dynam/T TAPE MANAGEMENT	VM	171-MIPS	7/1/2018	6/30/2019	No
CA VM:Backup®	VM	171-MIPS	7/1/2018	6/30/2019	No
CA VM:Secure®	VM	171-MIPS	7/1/2018	6/30/2019	No
CA Dynam/D Disk Management	VSE	171-MIPS	7/1/2018	6/30/2019	No
CA Dynam/FI File Independence	VSE	171-MIPS	7/1/2018	6/30/2019	No

1.1.3 Attachment A: CA Order Form # 00046876.0 is incorporated herein.

TABLE 1: Contract 2009-007I – License and Maintenance of Utility Software, Contract Amendment Descriptions

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	EFFECTIVE DATES	CONTRACT
Contract #2009-007	Original Contract	July 1, 2008 through June 30, 2013	\$ 2,857,389
Amendment #2009-007A	First Amendment	July 1, 2009 through June 30, 2013	\$9,977
Amendment #2009-007B	Second Amendment	July 1, 2010 through June 30, 2013	\$10,875
Amendment #2009-007C	Third Amendment	June 30, 2013 through June 30, 2016	\$2,229,611
Amendment #2009-007D	Fourth Amendment	January 1, 2014 through June 30, 2016	\$146,460

Amendment #2009-007E	Fifth Amendment	April 20, 2016 through June 30, 2016	\$31,395
Amendment #2009-007F	Sixth Amendment	July 1, 2016 through June 30, 2019	\$1,504,994.31
Amendment 2009-007G	Seventh Amendment	July 1, 2017 through June 30, 2019	\$87,600.00
Amendment 2009-007H	Eighth Amendment	July 1, 2017 through June 30, 2019	\$417,600.00
Amendment 2009-007I	Ninth Amendment	July 1, 2018 through June 30, 2019	\$97,157.92
A. T. S.	CONTRACT		\$7,393,059.23

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

WITHESS WITEREOF, the parties have hereunto set their hands as of the day and year hist above written.
<u>CA, Inc.</u> Date: 8/30/8
Corporate Signature Notarized: STATE OF Victoria
COUNTY OF Fair Coy
On this the 30 day of August, 2018, before me, Lise Liefer, the undersigned Officer personally appeared and acknowledged her/himself to be the of CAINC, a corporation, and that she/he, as such being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Cineipal
IN WITNESS_WHEREOF I hereunto set my hand and official seal.
Notes Public/Justice of the Peace COMMESSION TENTIFES: 10/31/30 20 NUMBER 37(5EAL) State of New Hampshire
Denis Goulet, Commissioner Department of Information Technology
Approved by the Attorney General (Form, Substance and Execution) Date: 9/3//8 State of New Hampshire, Department of Justice



Order Form

CA, Inc. ("CA") 2291 Wood Oak Drive Herndon, Virginia 20171

Effective Date of this Order Form: 6/30/2018	Order Form #: 00046876.0 (When using a Purchase Order, ple reference this number thereby incorporating the terms, pricin governing contract defined herein.)	
Customer Name: STATE OF NEW HAMPSHIRE (which may be "Licensee" in the referenced Governing Contract below)	e referred to as "Customer" or "You" or	Customer ID No: 21753
Customer Address: Department Of Info Technology,27 Haze	n Drive, Concord, NH, US, 03301	· · · · · · · · · · · · · · · · · · ·
Billing Address: Department Of Info Technology,27 Hazen D	rive, Concord, NH, US, 03301	
Billing Contact: Wendy Pouliot	Phone: (603) 223-5746	E-mail: wendy.pouliot@doit.nh.gov
Shipment Address: Department Of Info Technology,27 Haze	n Drive, Concord, NH, US, 03301	
Shipping Contact: Paul Pepin	Territory:	
Technical Contact: Wendy Pouliot	Phone: (603) 223-5746	E-mail: wendy.pouliot@doit.nh.gov
Name of Governing Contract: License and Maintenance of Contract between State of New Hampshire, Office of Infor Technology and CA, Inc., effective June 4, 2008, as amende Governing Contract No.: 2009-007	mation	For Customer Administrative Purposes Only: PO Required? PO #:

Offer Expiration

The pricing and terms offered herein expire unless Customer executes and delivers this document to CA prior to 3 PM EST on August 31, 2018, however this provision shall be null and void and have no legal effect if this document is countersigned by CA.

Payment Profile (USD)

Payment Date	UMF Fee	Total Fees Due
7/1/2018	\$48,578.96	\$48,578.96
1/1/2019	\$48,578.96	\$48,578.96
Total	\$97,157.92	\$97,157.92

CA Mainframe Software Information

Mainframe CA Software	License Type*	Operating System	Authorized Use Limitation	Start Date**	End Date	Ship (Y/N)
CA VM:Backup® MIPS	ÚMF	VM	171 MIPS	7/1/2018	6/30/2019	No
CA Dynam/T for z/VM MIPS	UMF	VM	171 MIPS	7/1/2018	6/30/2019	No
CA VM:Secure® MIPS	UMF '	VM	171 MIPS	7/1/2018	6/30/2019	No
CA Dynam for VSE Plus	UMF	VSE	171 MIPS	7/1/2018	6/30/2019	No

^{*}With respect to perpetual licenses, Start Date and End Date refer to the start date and end date for Support.

Product Deliveries

Any CA Software identified with "NO" under the heading entitled "Ship" above was previously delivered to Customer by CA and therefore will not be delivered to Customer again. CA Software identified with a "YES" will be delivered to Customer following execution of this order. The CA Software shall be delivered by electronic delivery ("ESD"). In the event of electronic delivery, no tangible personal property will be delivered. Such electronic delivery may not automatically provide for an exemption from applicable sales or use tax. Any operating system identified as "Generic", "GA", or "MULTI-PLATFORM" denotes such operating systems for which the CA Software is made generally available by CA in accordance with CA current published specifications.

Product Migration

- The Product(s) listed in the table below under the column "Original Product(s)" have been terminated and replaced with the Product(s) listed under the column "Migrated Product(s)".
- In consideration of the termination of the Original Product(s) licenses, CA makes available to Customer licenses of the Migrated Product(s).

Agreement Number: 00046876.0 / DD - 145607

Version Number: 0

Page 1 of 2 8/6/2018 10:22 AM



^{**}If no date stated, the start date is the Effective Date of the Order Form. The dates set out in the CA Software tables shall in no way be deemed to impact or change the Effective Date of this Order Form.

All amounts are exclusive of taxes which will be payable in addition to the fees listed above.



Order Form

CA, Inc. ("CA") 2291 Wood Oak Drive Herndon, Virginia 20171

- Customer shall cease using the Original Product(s) following a transition period not to exceed 90 days, as of the date of receipt of the Migrated Product(s);
- · All financial obligations relating to the Original Product(s) remain valid and enforceable and are applicable to the Migrated Product(s), and
- The Migrated Product(s) are subject to the Agreement and this Order Form.

CA Contract	Original Product(s)	Migrated Product(s)
40262379	CA Dynam/D Disk Management / DYNAMD001	CA Dynam for VSE Plus / DYNAMP001
40262379	CA Dynam/FI File Independence / DYNAMF001	CA Dynam for VSE Plus / DYNAMP001
40262379	CA Dynam/T TAPE MANAGEMENT / DYNAMT004	CA Dynam/T for z/VM MIPS / DYNTMP004
40262379	CA VM:Backup® / VMBKUP004	CA VM:Backup® MIPS / VMBKPM004
40262379	CA VM:Secure*/ VMSECR004	CA VM:Secure® MIPS / VMSECM004

Audit

Within thirty (30) days of CA's written request, Customer agrees to furnish CA with such information and access to its facilities and its Affiliates' facilities and records as CA may reasonably request in order to verify its compliance with this Order Form and the Agreement. Such audit shall take place no more than once per twelve (12) month period and only during regular business hours on Customer business days.

Intellectual Property Infringement

Any claim for indemnification involving allegations related to a third party's intellectual property rights shall be governed exclusively by Exhibit G of the Governing Contract.

Initial Payment: Wiring Information

Customer to wire the total initial payment due on or before the due date through a Same Day Fed Wire. For subsequent payments listed herein, CA will send Customer an invoice containing the applicable remit to address or updated wire transfer information at least 30 days prior to each respective due date. As of the date of this Order Form, the following wire transfer routing information applies: Wells Fargo Bank NA, ABA# 121000248, Account Name: CA, Inc. Lockbox Account#: 2000028313816.

Entire Agreement

This document, and any applicable exhibits or referenced Governing Contract and applicable supplementary terms as defined herein constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written. No term or condition contained in Customer's purchase order or similar document will apply unless agreed upon hereunder, even if CA has accepted the order set forth in such purchase order, and all such terms or conditions are otherwise hereby expressly rejected by CA. No modification or claimed waiver of any provision herein shall be valid except by written amendment signed by authorized representatives of Customer and CA.

STATE OF N	EW HAMPSHIRE ON	CA	•
Signature:	Clause 2	Signature:	Lesa Kufer
Name:	Danis Goulet	Name:	Lisa Kiefer
Title:	Commissioner and CIO	Title:	Principal Sales Accounting
Date:	8/31/2012	Date:	8 30 8

Agreement Number: 00046876.0 / DD - 145607

Version Number: 0

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CA, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on June 25, 1984. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned; and the attached is a true copy of the list of documents on file in this office.

Business ID: 77417

Certificate Number: 0004110664



IN TESTIMONY WHEREOF,

I hercto set my hand and cause to be affixed the Scal of the State of New Hampshire, this 19th day of June A.D. 2018.

William M. Gurdner

Secretary of State

___Certificate of Assistant Corporate Secretary

I, David Goldman, being a duly authorized Assistant Corporate Secretary of CA, Inc., a Delaware corporation (the "Corporation") and in my capacity as such officer, to the best of my knowledge and based solely upon information provided to me by Company personnel, certify as follows:

- 1. Attached as <u>Exhibit A</u> is a true copy of (i) certain resolutions approving a delegation of authority (the "Board DOA") to the Chief Executive Officer of the Corporation, duly adopted by the Board of Directors of the Corporation at a meeting held on May 10, 2011; and (ii) a true copy of certain excerpts of the Board DOA.
- 2. Attached hereto as <u>Exhibit B</u> is a true copy of excerpts of a Delegation of Authority for Sales, Services, and Certain Marketing Agreements executed by the Chief Executive Officer of the Corporation as of August 1, 2009 (the "Sales DOA").
- 3. Attached hereto as Exhibit C is a true copy of excerpts of a Subdelegation of Authority for Execution of Sales or Services Agreements executed by the Chief Financial Officer of the Corporation as of January 29, 2014 (the "Sales SubDOA" and, together with the Board DOA and the Sales DOA, the "Delegation Authorizations").
 - 4. The Delegation Authorizations have not been revoked and are now in full force and effect.
- 5. The following person has been duly appointed to the position(s) set forth opposite his or her name below along with his or her true signature:

<u>Name</u> Lisa A. Kiefer

IN WITNESS WHEREOF, the undersigned has signed this Certificate as of August 30, 2018.

David R. Goldman

Assistant Corporate Secretary

EXHIBIT A

Resolutions Adopted by the Board of Directors at a Meeting Held on May 10, 2011 (amended as of August 10, 2017)

Excerpt 1

RESOLVED, that the policy re Delegation of Authority from the Board of Directors to the Chief Executive Officer of CA, Inc. (May 10, 2011), in substantially the form presented at this meeting, be, and it hereby is, approved; and be it further

RESOLVED, that the proper officers and employees of the Company be, and each hereby is, authorized to take any and all actions, including to execute any and all documents, to effectuate the purposes and intent of the foregoing resolution or resolutions, consistent with and subject to any other specific authority delegated by the Board.

Delegation of Authority from the Board of Directors to the Chief Executive Officer of CA, Inc.

Excerpt 2

Other

Commercial Sales Agreements and other agreements, commitments, reports and filings in the ordinary course of business.

Excerpt 3

Implied Authorities

- 7. The Chief Executive Officer is authorized to take all necessary and appropriate actions to implement and effectuate the purpose and intent of this Policy, including, without limitations:
 - a. establishing policies and procedures to ensure the consistent application and implementation of this Policy, including for purposes of applying any transaction limits under this Policy, policies and procedures using reasonable assumptions and customary valuations to determine value;
 - delegation (including authority to sub-delegate and re-delegate unless expressly prohibited herein) of any authority granted herein to any officer or employee of the Company or of any Subsidiary, or to any team, committee or other group that includes such officers or employees;

Excerpt 4

1. Definitions:

<u>Commercial Sales or Services Agreements</u> means agreements between the Company and Third Parties or Related Entities providing for the use, licensing or distribution of Company products by such Third Parties or Related Entities.

<u>Related Entity</u> means, any corporation, partnership, joint venture or other entity in which the Company holds an interest, other than a Subsidiary.

Third Party means any entity other than the Company or any of its Related Entities or Subsidiaries.

EXHIBIT B

Delegations of Authority for Sales, Services, and Certain Marketing Agreements

Excerpt 1

Pursuant to this authority and subject to the terms of the Board DOA, the CEO hereby sub-delegates authority with respect to pricing, discount approval, and approval of contractual terms and conditions (such subject matter to be determined by any person with the authority to sign, as described below), as they relate to Commercial Sales Agreements and agreements for the Company to provide funding, discounts or other support to Third Parties in their efforts to offer the Company's offerings for sale, license or distribution to customers ("Marketing Agreements"), to the officers and employees of the Company as set forth below.

Excerpt 2

Except where specifically indicated otherwise, the authority to approve transactions or decisions includes the authority to sub-delegate or re-delegate tasks or decisions within that authority. Except where specifically indicated otherwise, the authority to sign shall be delegated specifically to the Chief Financial Officer ("CFO") and his or her designees identified and named as Company signatories in any separate written sub-delegation of authority for the execution and delivery of Commercial Sales Agreements and Marketing Agreements executed from time to time by the CFO and approved by the General Counsel, the Corporate Secretary or any Assistant Secretary of the Company.

Excerpt 3

Capitalized terms used but not defined herein have the meanings assigned to them in the Board DOA.

Subdelegation of Authority for Execution of Sales or Services Agreements

Excerpt 1

The following terms used in this document shall have the following meanings:

- a. "TAP" means the Transaction Approval Process approved by the CFO, EVP and Group Executive, Worldwide Sales and Services, EVP and Group Executive, Enterprise Solutions and Technology Group, EVP and Group Executive, Mainframe and Customer Success Group, and EVP and General Counsel as in force and posted on the CA Intranet at the time of execution.
- b. "Commercial Sales or Services Agreements" means agreements between the Company and Third Parties or Related Entities providing for the use, licensing or distribution of Company products by such Third Parties or Related Entities.
- c. "Related Entity" means any corporation, partnership, joint venture or other entity in which the Company holds an interest, other than a Subsidiary.
- d. "Third Party" means any entity other than the Company or any of its Related Entities or Subsidiaries.

Excerpt 2

By subdelegation dated August 1, 2009 or such other subdelegation that amends or supersedes the existing subdelegation, the CEO delegated to the CFO the authority to subdelegate or redelegate the authority to enter into Sales or Services Agreements on behalf of the Company (the "Sales DOA").

Pursuant to this authority, the undersigned hereby subdelegates authority to enter into Sales or Services Agreements on behalf of the Company with Third Parties or Related Entities after receipt of evidence of the requisite approvals under the Sales DOA and TAP to the officers and employees of the Company to the individuals set forth below; <u>provided, however</u>, that the authority to enter into Sales or Services Agreements on behalf of the Company with the Israeli Ministry of Defense under this subdelegation is limited to Redacted, Redacted, Lisa Kiefer, Redacted, Redacted and Redacted.

Redacted	Redacted	Redacted
Redacted	Redacted	Redacted
Redacted	Redacted	Redacted
Redacted	Redacted	Redacted
Redacted	Lisa A. Kiefer	Redacted
Redacted	Redacted	



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 05/22/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AON Risk Services Northeast, Inc. New York NY Office . 199 Water Street New York NY 10038-3551 USA	CONTACT NAME: PHONE (A/C. No. Ext): E-MAIL ADDRESS:	(866) 283-7122	FAX [A/C, No.]: 800-363-0105	
		INSURER(S) AFFORDING CO	VERAGE	NAIC#
MSURED .	INSURER A:	National Union Fire In	s Co of Pittsburgh	19445
CA, Inc. and all Subsidiaries	INSURER 8:	New Hampshire Insuranc	e Company	23841
One CA Plaza Islandia NY 11749 USA	INSURER C:	Illinois National Insu	rance Co	23817
	INSURER D:	American Home Assuranc	e Co.	19380
	INSURER E:	ACE Property & Casualt	y Insurance Co.	20699
	INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 570071331400

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LIMITS shown are as requested.

INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICYEFF	POLICY EXP	LIMITS	I are as requested
X	X COMMERCIAL GENERAL LIABILITY	,,,,,,	1		04/01/2018	04/01/2019	EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (En occurrence)	\$1,000,000
	·	ľ	١.			,	MED EXP (Arry one person)	\$10,000
1						. :	PERSONAL & ADV INJURY	\$1,000,000
ĺ	GEN'L AGGREGATE LIMIT APPLIES PER:		ĺ				GENERAL AGGREGATE	\$3,000,000
	X POLICY PRO-						PRODUCTS - COMP/OP, AGG	\$3,000,000
	OTHER:				ı			
^	AUTOMOBILE LIABILITY				04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X ANY AUTO				04/01/2018	04/01/2019	BODILY INJURY (Per person)	
ŀ	OWNED SCHEDULED						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	X Comp Ded: \$1,000 X Call Ded: \$1,000							
E	X UMBRELLA LIAB X OCCUR				04/01/2018	04/01/2019	EACH OCCURRENCE	\$5,000,000
	EXCESS LIAB CLAIMS-MADE	i					AGGREGATE	\$5,000,000
	DED X RETENTION \$10,000			i				
Ð	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			1,000,00	04/01/2018	04/01/2019	X PER STATUTE OTH-	
	ANY PROPRIETOR / PARTNER / EXECUTIVE	N/A		SIR applies per policy ter	ns & condit	ions	E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					j	E.L. DISEASE-POLICY LIMIT	\$1,000,000
								;
	<u>. </u>							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

State of New Hampshire Office of Information Technology is listed as an additional insured as their interest may appear with regards to general liability.

CERTIFICA	ATE F	HOLD	ER
-----------	-------	------	----

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

State of NH Office of Information Technology ATTN: Chief Information Officer Concord NH 03301 USA AGENCY CUSTOMER ID: 460000000525

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

•		and the second s	
AGENCY	-	NAMED INSURED	
Aon Risk Services Northeast, Inc.		CA, Inc. and all Subsidiaries	
POLICY NUMBER See Certificate Number: 570071331400			
CARRIER	NAIC CODE		
See Certificate Number: 570071331400		EFFECTIVE DATE:	
ADDITIONAL DEMARKS			

ADDITIONAL REMARKS

THIS ADDITIONAL	. REMARKS F	ORM IS A SCHE	EDULE TO ACORD FORM,
FORM NUMBER:	ACORD 25	FORM TITLE:	Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	Type of insurance	ADDL INSD	SUBR	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
•	WORKERS COMPENSATION					-	
С	<u> </u>	N/A		(FL) SIR applies per policy te		04/01/2019	
D		N/A			04/01/2018	04/01/2019	
В		N/A			04/01/2018	04/01/2019	
В		N/A			04/01/2018	04/01/2019	
	1						
			_				



STATE OF NEW HAMPSHIRE DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301 Fax: 603-271-1516 TDD Access: 1-800-735-2964 www.nh.gov/doit 100 B 54

Denis Goulet Commissioner

July 10, 2017

His Excellency, Governor Christopher T. Sununu and the Honorable Council State House Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Information Technology to enter into a sole source contract amendment with CA, Inc. (formerly Computer Associates, Inc.) of Islandia, New York (Vendor #174878) (PO # 1002001) to increase the amount not to exceed by \$417,600 from \$6,878,301.31 to \$7,295,901.31 to provide software licenses to support the Department of Safety's (DOS) mainframe, also used by New Hampshire Employment Security (NHES), for up to one year effective from the date of Governor and Executive Council approval through June 30, 2019.

The Governor and Executive Council approved the original contract on June 4, 2008, Item #4, and subsequently amended on June 17, 2009, Item #16; June 23, 2010, Item #20; June 19, 2013, Item #17; July 2, 2014 Item 1A; April 20, 2016 Item #21; July 13, 2016, Item #15; and October 26, 2016 Item #47.

	Funding to support the DOS mainframe shall be		
SFY	paid by a third party(not to exceed)	Amount	Totals
2018	Paid by third party DoIT – IT for DOS Technology Software	\$417,600	\$417,600

In the event that DOS no longer requires the use of the mainframe and the licenses, third party payments will be discontinued and NHES will continue to pay for their portion of the mainframe licensing. Funds for NH Employment Security are available for State Fiscal Year (SFY) 2018 in the following account. 100% Other (Agency Class 027) funds: the Class 27 used by NHES to reimburse DoIT for this work is 100% Federal Funds.

SFY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCOUNTING UNIT#-DEPT NAME-AGENCY NAME-ACCTG UNIT NAME CLASS —OBJECT- ACCOUNT DESCRIPTION	Amount	Totals
2018	01-03-03-030010-76270000 DoIT- IT for NHES		
	038-500177 Technology Software	\$91,658.40	\$91,658.40

EXPLANATION

W

His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 2

This contract is sole source because the Department of-Safety and NH Employment Security have exhausted all contractual extensions and require continued support of the proprietary utility and support software from this vendor. This amendment is a request to continue the use of CA software licenses until the mainframe system applications are replaced. At the time of the last agreement with the vendor, the Department of Safety and NH Employment Security had planned to replace the mainframe system with other technologies; however, the replacement system implementations have been delayed. As a result of the late delivery of the DOS replacement technology into a production environment, the responsible contractor (third party), will be funding the licensing required to support the mainframe system.

The amendment provides for two product sets. Product Set 1 defines licenses required by both DOS and NHES, and Product Set 2 defines licenses required by NHES only. If DOS no longer needs the mainframe licenses then, with a 30 day notice to CA, Inc., Product Set 1 will be cancelled and Product Set 2 will be purchased for NHES support only. NHES may also terminate the contract with a 30 day notice to CA, Inc. Included in the contract amendment is the right for the State to assign its payment obligations under this contract to a third party and the State intends for a third party to provide payment for the licenses required by the Department of Safety. Funds for the Product Set 1 will not require an encumbrance since the payment will be made by the third party. Funds are encumbered for Product Set 2 only.

The Department of Information Technology respectfully requests your approval.

Respectfully submitted,

Denis Goulet

DG/ik 2009-007H RID #20587

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of Contract 2009-007, on June 4, 2008, Item #4, amended on June 17, 2009, Item #16; June 23, 2010, Item #20; June 19, 2013, Item #17; July 2, 2014, Item #1A; April 20, 2016, Item #21; July 13, 2016, Item #15; October 26, 2016, Item #47 (herein after referred to as the "Agreement"), CA, Inc. (hereinafter referred to as the "Vendor") agreed to supply certain software products and maintenance services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department") acting for the benefit of the State, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 9.16: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Department and the Vendor wish to increase the Contract price by \$417,600 to bring the total contract price to \$7,295,901.31;

WHEREAS, the State has the right and intends to assign its payment obligations under this contract to a third party;

WHEREAS, The Vendor agrees to provide DoS and NHES mainframe software maintenance for the month(s) paid in 30-day increments until 6/30/2018;

WHEREAS, The Vendor agrees that the State may terminate this contract for convenience with a 30 day written notice;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

The Agreement is hereby amended as follows:

- Amend Section 1.8 of the General Provisions of the Agreement: Price Limitation by increasing the amount by \$417,600 from \$6,878,301.31 to \$7,295,901.31.
- 2. Amend the Statement of Work section 8.7.2 Termination for Convenience by adding: 8.7.2.3 The State may, at its sole discretion, terminate the use of the Product Set 1 and/or Product Set 2, by thirty (30) days written notice to CA. In the event of such termination for convenience, the State shall pay CA the prorated fees, for Product Set 1 and/or Product Set 2, for the Deliverables through the date of termination.
- 3. Delete Deliverable Payment Schedule 1.1. Firm Fixed Price, Replace as following:

This is a Not to Exceed Contract in the total amount of \$7,295,901.31.

Description	7/1/16- 6/30/17	7/1/17-6/30/18	7/1/18- 6/30/19	Total
DHHS Product Suite	\$315,576.39	\$325,639.61	\$327,041.52	\$968,257.52
DOS IDMS Suite	\$159,653.13	*\$417,600	N/A	\$577,253.13

NHES VM/VSE Suite	\$50,306.92	*	N/A	\$50,306.92
Total for Distributed Product Suite	\$93,993.06	\$96,990.35	\$97,407.90	\$288,391.31
Total for Network Services	\$41,061.42	\$42,370.80	\$42,553.21	\$125,985.43
Totals	\$660,590.92	\$882,600.76	\$467,002.63	\$2,010,194.31

^{*}Product Set 1 will be available for purchase to support the DOS and NHES at \$34,800 per month and upon termination of Product Set 1, Product Set 2 will be available for purchase to support NHES at 7,638.53 per month.

3. Product Deliverables:

Delete 1.1.2 Capacity Purchase, and Replace with the following:

1.1.2 Capacity Purchase

From the effective date of the contract amendment until May 30, 2018 or until State provides a 30 day termination notice, whichever comes first, State may order Product Set 1 in 30 day increments for \$34,800 per month.

Product Set 1

Mainframe CA Software	License	Operating	Authorized Use	Start	End Date	Ship
	Type*	System	Limitation	Date**	<u> </u>	(Y/N)
CA Dynam/T TAPE MANAGEMENT	UMF	VM	171 MIPS	7/1/2017	6/30/2018	No
CA VM:Backup®	UMF	VM	171 MIPS	7/1/2017	6/30/2018	No
CA VM:Secure®	UMF	VM	171 MIP\$	7/1/2017	6/30/2018	No
CA MASTERCAT® VSAM Catalog Management	UMF	VSE	171 MIPS	7/1/2017	6/30/2018	No
CA Explore Performance Management for CICS	UMF	VSE	171 MIPS	7/1/2017	6/30/2018	No
CA Dynam/D Disk Management	UMF	VSE	171 MIPS	7/1/2017	6/30/2018	No
CA Dynam/FI File Independence	UMF	VSE	171 MIPS	7/1/2017	6/30/2018	No
CA Dynam/T TAPE MANAGEMENT	UMF	VSE	171 MIPS	7/1/2017	6/30/2018	No
CA Explore Performance Management	UMF	VSE	171 MIPS	7/1/2017	6/30/2018	No
CA FAVER 2 VSAM Data Protection	UMF	VSE	171 MIPS	7/1/2017	6/30/2018	No
CA Explore Performance Management	UMF	VM	171 MIPS	7/1/2017	6/30/2018	No
CA ADS for CA-IDM5™	UMF	VSE	171 MIPS	7/1/2017	6/30/2018	No
CA ADS Option for APPC	UMF	VSE	171 MIPS	7/1/2017	6/30/2018	No
CA IDMS/DB Audit Option	UMF	VSE	171 MIPS	7/1/2017	5/30/2018	No
CA Culprit™ for CA-IDMS™	UMF	VSE	171 MIPS	7/1/2017	6/30/2018	No
CA IDMS'* DML Online Option	UMF	VSE	171 MIPS	7/1/2017	6/30/2018	No
CA OLQ® Online Query for CA-IDMS™	UMF	VSE	171 MIPS	7/1/2017	6/30/2018	No
CA IDMS** Performance Monitor Option	UMF	VSE	171 MIPS	7/1/2017	6/30/2018	No
CA IDMS TM /DC Option	UMF	VSE	171 MIPS	7/1/2017	6/30/2018	No
CA IDMS™ SQL Option	UMF	VSE	171 MIPS	7/1/2017	6/30/2018	No
CA IDMS** Server Option	UMF	VSE	171 MIPS	7/1/2017	6/30/2018	No
CA IDMS/DB	UMF	VSE	171 MIPS	7/1/2017	6/30/2018	No

*With respect to perpetual licenses, Start Date and End Date refer to the start date and end date for Support.

**If no date stated, the start date is the Effective Date of the Order Form. The dates set out in the CA Software tables shall in no way be deemed to impact or change the Effective Date of this Order Form. All amounts are exclusive of taxes which will be payable in addition to the fees listed above

Future Dropped Products and Remaining Payments

Customer must provide CA thirty (30) day notice to terminate all of the following products during the term of this Order:

Mainframe CA Software	License	Operating	Authorized Use	
	Type*	System	Umitation	
CA MASTERCAT® VSAM Catalog Management	UMF	VSE	171 MIPS	
CA Explore Performance Management for CICS	UMF	VSE	171 MIPS	
CA Dynam/T TAPE MANAGEMENT	UMF	VSE	171 MIPS	
CA Explore Performance Management	UMF	VSE	171 MIPS	
CA FAVER 2 VSAM Data Protection	UMF	VSE	171 MIPS	
CA Explore Performance Management	UMF	VM	171 MIPS	
CA ADS for CA-IDMS™	UMF	VSE	171 MIPS	
CA ADS Option for APPC	UMF	VSE	171 MIPS	
CA IDMS/DB Audit Option	UMF	VSE	171 MIPS	
CA Culprit™ for CA-IDMS™	UMF	VSE	171 MIPS	
CA IDMS™ DML Online Option	UMF	VSE	171 MIPS	
CA OLQ® Online Query for CA-IDMS™	UMF	VSE	171 MIPS	
CA IDMS™ Performance Monitor Option	UMF	VSE	171 MIPS	
CA IDMS™/DC Option	UMF	VSE	171 MIPS	
CA IDMS™ SQL Option	UMF	VSE ·	171 MIPS	
CA IDMS™ Server Option	UMF	VSE	171 MIPS	
CA IDMS/DB	UMF	VSE	171 MIPS	

As of the termination date, the product(s) listed above will be terminated, subject to Customer's obligation to maintain the confidentiality of such products and to pay any outstanding fees due under such licenses. Customer hereby represents that it will delete from its computer system(s) all copies of those products designated above and such copies will either be destroyed or returned same to CA as of the termination date.

After the thirty (30) days from receipt of termination notice and beginning the first day of the following month, the monthly payments will decrease from \$34,800.00 to \$7,638.20 for the following remaining products identified as Product Set 2:

Product Set 2

Product Name	Operating System	Authorized Use
CA Dynam/T TAPE MANAGEMENT	VM	171-MIPS
CA VM:Backup®	VM	171-MIPS
CA VM:Secure®	VM	171-MIPS
CA Dynam/D Disk Management	VSE	171-MIPS
CA Dynam/FI File Independence	VSE	171-MIPS

Retired Product Clarification

For clarification purposes, the 171 MIPS of CA Dynam/T TAPE MANAGEMENT VSE listed under Additional Software Licenses - Department of Safety will be retired as of 6/30/2017 and is not a part of the extension herein.

1.1.3 Attachment A: CA Order Form # 00023944.0 is incorporated herein.

TABLE 1: Contract 2009-007H - License and Maintenance of Utility Software, Contract Amendment Descriptions

CONTRACT AND AMENDMENT NUMBER	AMENDMENTA TYPE 1	EFFECTIVE DATES	CONTRACT. AMOUNT
Contract #2009-007	Original Contract	July 1, 2008 through June 30, 2013	\$ 2,857,389
Amendment #2009-007A	First Amendment	July 1, 2009 through June 30, 2013	\$ 9,977
Amendment #2009-007B	Second Amendment	July 1, 2010 through June 30, 2013	\$ 10,875
Amendment #2009-007C	Third Amendment	June 30, 2013 through June 30, 2016	\$ 2,229,611
Amendment #2009-007D	Fourth Amendment	January 1, 2014 through June 30, 2016	\$ 146,460
Amendment #2009-007E	Fifth Amendment	April 20, 2016 through June 30, 2016	\$ 31,395
Amendment #2009-007F	Sixth Amendment	July 1, 2016 through June 30, 2019	\$1,504,994.31
Amendment 2009-007G	Seventh Amendment	July 1, 2017 through June 30, 2019	\$87,600.00
Amendment 2009-007H	Eighth Amendment	July 1, 2017 through June 30, 2019	\$417,600.00
	CONTRACT TOTAL		\$7,295,901.31

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

•	• •
Zesa Kufw CA, Inc.	Date: 1/24/17
Corporate Signature Notarized: STATE OF	
COUNTY OF Sulf SUR	_
On this the a gray of some personally appeared and acknowledge	the undersigned Officer \(\frac{1}{1} \) \(\frac{1} \) \(\frac{1}{1} \) \(\frac{1} \) \(
of Sale Sarworth of Phinaiped Parties on the purposes therein contained, by sight a Kieta	being authorized to do so, executed the foregoing instrument for gning the name of the corporation by her/himself as
IN WITNESS WHEREOF I hereunto	o set my hand and official seal.
Notary Public/Justice of the Peace	-ans
My Commission Expires: & 33	19 Deserie Musicaro
(SEAL)	Notary Public, State of New York Mo. 5050920
State of New Hampshire	Custified in Sulfolk County Commission Expires June 23, 19=2019
luis Lo	Date: 7 5 2017
Denis Goulet, Commissioner	
Department of Information Technology	,
Approved by the Attorney General (F	Form, Substance and Execution)
Sanne M. Sun	Date: 7/5-/17
State of New Hampshire, Department of	Justice

 \mathcal{C}

CA, INC.

Certificate of Assistant Corporate Secretary

The undersigned, Kristen W. Prohl, being a duly authorized Assistant Corporate Secretary of CA, Inc., a Delaware corporation (the "Corporation"), hereby certifies that:

- 1. Attached hereto as Exhibit A is a true copy of (i) certain resolutions approving a delegation of authority (the "Board DOA") to the Chief Executive Officer of the Corporation, duly adopted by the Board of Directors of the Corporation at a meeting held on May 10, 2011 as amended to date; and (ii) a true copy of certain excerpts of the Board DOA.
- 2. Attached hereto as Exhibit B is a true copy of excerpts of a Delegation of Authority for Commercial Sales and Certain Marketing Agreements executed by the Chief Executive Officer of the Corporation as of August 25, 2015 (the "Sales DOA").
- 3. Attached hereto as <u>Exhibit C</u> is a true copy of excerpts of a Subdelegation of Authority for Execution of Sales or Services Agreements executed by the Chief Financial Officer of the Corporation as of May 27, 2015 (the "Sales SubDOA" and, together with the Board DOA and the Sales DOA, the "Delegation Authorizations").
- 4. The Delegation Authorizations have not been revoked and are now in full force and effect.
- 5. The following persons have been duly authorized to enter into Sales or Services Agreements on behalf of the Corporation:

Name Lisa A. Kiefer

IN WITNESS WHEREOF, the undersigned has signed this Certificate as of July 3, 2017.

Kristen W. Prohl

Assistant Corporate Secretary

STATE OF NEW YORK

COUNTY OF NEW YORK)

On July 3, 2017 before me, personally came Kristen W. Prohl, to me known, who by me duly sworn, did acknowledge and swear that he is the Assistant Corporate Secretary of CA, Inc., the Corporation described in the foregoing Certificate, and that the contents of the foregoing are true and correct.

Hotary Public

WILLIAM J. PLUCINSKI
Notery Public, State of New York
No. 05/PLUST 7083
Quelliad in New York County
Countries Business March 20,2019

EXHIBIT A

Resolutions Adopted by the Board of Directors at a Meeting Held on May 10, 2011

Excerpt 1

RESOLVED, that the amended policy re Delegation of Authority from the Board of Directors to the Chief Executive Officer of CA, Inc. (May 10, 2011), in substantially the form presented at this meeting, be, and it hereby is, approved; and be it further

RESOLVED, that the proper officers and employees of the Company be, and each hereby is, authorized to take any and all actions, including to execute any and all documents, to effectuate the purposes and intent of the foregoing resolution or resolutions, consistent with and subject to any other specific authority delegated by the Board.

Delegation of Authority from the Board of Directors to the Chief Executive Officer of CA, Inc.

Excerpt 2

Other

x. Commercial Sales Agreements and other agreements, commitments, reports and filings in the ordinary course of business.

Excerpt 3

Implied Authorities

- 7. The Chief Executive Officer is authorized to take all necessary and appropriate actions to implement and effectuate the purpose and intent of this Policy, including, without limitation:
 - a. establishing policies and procedures to ensure the consistent application and implementation of this Policy, including for purposes of applying any transaction limits under this Policy, policies and procedures using reasonable assumptions and customary valuations to determine value;
 - delegation (including authority to sub-delegate and re-delegate unless expressly
 prohibited herein) of any authority granted herein to any officer or employee of the
 Company or of any Subsidiary, or to any team, committee or other group that includes
 such officers or employees;

Excerpt 4

- 1. As used in this policy (the "Policy") regarding the delegation of authority from the Board of Directors to the Chief Executive Officer of CA, Inc. (the "Company"), the following terms shall have the following meanings:
 - c. "Commercial Sales Agreements" mean agreements between the Company and Third Parties or Related Entities providing for the use, licensing or distribution of Company products by such Third Parties or Related Entities.
 - g. "Related Entity" means any corporation, partnership, joint venture or other entity in which the Company holds an interest, other than a Subsidiary.

"Third Party" means any entity other than the Company or any of its Related Entities or Subsidiaries. i.

EXHIBIT B

Delegations of Authority for Commercial Sales and Certain Marketing Agreements

Excerpt 1

Pursuant to this authority and subject to the terms of the Board DOA, the CEO hereby subdelegates authority with respect to pricing, discount approval, and approval of contractual terms and conditions (such subject matter to be determined by any person with the authority to sign, as described below), as they relate to Commercial Sales Agreements and agreements for the Company to provide funding, discounts or other support to Third Parties in their efforts to offer the Company's offerings for sale, license or distribution to customers ("Marketing Agreements"), to the officers and employees of the Company as set forth below.

Excerpt 2

Except where specifically indicated otherwise, the authority to approve transactions or decisions includes the authority to sub-delegate or re-delegate tasks or decisions within that authority. Except where specifically indicated otherwise, the authority to sign shall be delegated specifically to the Chief Financial Officer ("CFO") and his or her designees identified and named as Company signatories in any separate written sub-delegation of authority for the execution and delivery of Commercial Sales Agreements and Marketing Agreements executed from time to time by the CFO and approved by the General Counsel, the Corporate Secretary or any Assistant Secretary of the Company.

Excerpt 3

Capitalized terms used but not defined herein have the meanings assigned to them in the Board DOA.

EXHIBIT C

Subdelegation of Authority for Execution of Sales or Services Agreements

Excerpt 1

The following terms used in this document shall have the following meanings:

- a. "TAP" means the Transaction Approval Process approved by the CFO, EVP and Group Executive, Worldwide Sales and Services, EVP and Group Executive, Enterprise Solutions and Technology Group, EVP and Group Executive, Mainframe and Customer Success Group, and EVP and General Counsel as in force and posted on the CA Intranet at the time of execution.
- b. "Commercial Sales or Services Agreements" means agreements between the Company and Third Parties or Related Entities providing for the use, licensing or distribution of Company products by such Third Parties or Related Entities.
- c. "Related Entity" means any corporation, partnership, joint venture or other entity in which the Company holds an interest, other than a Subsidiary.
- d. "Third Party" means any entity other than the Company or any of its Related Entities or Subsidiaries.

Excerpt 2

By subdelegation dated August 1, 2009 or such other subdelegation that amends or supersedes the existing subdelegation, the CEO delegated to the CFO the authority to subdelegate or redelegate the authority to enter into Sales or Services Agreements on behalf of the Company (the "Sales DOA"). Pursuant to this authority, the undersigned hereby subdelegates authority to enter into Sales or Services Agreements on behalf of the Company with Third Parties or Related Entities after receipt of evidence of the requisite approvals under the Sales DOA and TAP to the officers and employees of the Company to the individuals set forth below; provided, however, that the authority to enter into Sales or Services Agreements on behalf of the Company with the Israeli Ministry of Defense under this subdelegation is limited to Redacted, Redacted, Redacted and Redacted Redacted.

Redacted	Redacted	Redacted	
Redacted	Redacted	Redacted	
Redacted	Lisa A. Kiefer	Redacted	
Redacted	Redacted	. Redacted	
Redacted	Redacted	Redacted	
Redacted	Redacted	Redacted	
Redacted	Redacted		
Redacted	Redacted		

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CA, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on June 25, 1984. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 77417

OF THE STATE OF TH

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 27th day of June A.D. 2017.

William M. Gardner

Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 03/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED

				CONTAC NAME:	lorsement(s 7	<u>. </u>			
rvices Northeast, Inc			i	PHONE (A/C, No.	E-41. (866)	283-7122	FAX (A/C, No.); 800-36	3-0105	
Office Street			E-MAIL ADDRES			1 (200, 100.)			
/ 10038-3551 USA			i						NAIC #
				INSURER	A. Natio	nal Union	Fire Ins Co of Pitts	burah	19445
URED . Inc. and all Subsidiaries							nal Insurance Co		23817
r Associates Plaza 11749 USA				INSURER	C: Amer	can Home A	ssurance Co.		19380
11/49 USA				INSURER	D: New)	lampshire J	ins Co		23841
				NSURER	E: ACE	roperty &	Casualty Insurance Co	0.	20699
				INSURER	F:				
S CE	RTIFIC	ATE	NUMBER: 5700658873	13		R	VISION NUMBER:	•	
CERTIFY THAT THE POLICE	ES OF I	NSUR	ANCE LISTED BELOW HAY	VE BEEN	SSUED TO	THE INSURE	D NAMED ABOVE FOR TH	IE POLI	ICY PERIOD
NOTWITHSTANDING ANY TE MAY BE ISSUED OR MA	REQUIR	EMEN	IT, TERM OR CONDITION (OF ANY	CONTRACT	OR OTHER D	DOCUMENT WITH RESPECT DIMEREIN IS SUBJECT TO	CT TO V	WHICH THIS
IS AND CONDITIONS OF SU	CH POL	ICIES	. LIMITS SHOWN MAY HAV	'E BEEN	REDUCED B	IY PAID ÇLAI!	VIS. Limita aho	own are	as requested
TYPE OF INSURANCE		SUBR		Ì	POLICY EFF	POLICY EXP	LIMITS EACH OCCURRENCE	5	
MERCIAL GENERAL LIABILITY	11142	1	GL3630046		04/01/2017	04/01/2018	EACH OCCURRENCE		\$1,000,000
CLAIMS-MADE X OCCUR	\	1		1			PREMISES (En occurrence)		\$1,000,000
اسبا	- 1	ļ					MED EXP (Any one person)		\$10,000
·		1					PERSONAL & ADV INJURY		\$1,000,000
GREGATE LIMIT APPLIES PER:	-	ĺ		- 1			GENERAL AGGREGATE		\$3,000,000
CY PRO- LOC							PRODUCTS - COMP/OP AGG		\$3,000,000
in:		 	CA 1921914	-	04/01/2017	04/01/2018	COMBINED SINGLE LIMIT		\$1,000,000
RILE LIABILITY			(AOS)				(Ea eccident)		32,000,000
AUTO ,	l		CA 1921915	i	04/01/2017	04/01/2018			
SCHEDULED AUTOS			(MA)				PROPERTY DAMAGE		
NON-OWNED AUTOS ONLY		ĺ	,				(Per accident)		
RELLA LIAB X OCCUR	-	-	xoog27967978002		04/01/2017	04/01/2018	EACH OCCURRENCE		\$5,000,000
							AGGREGATE		\$5,000,000
ESS LIAB CLAIMS-MAI	쥐	l		ŀ					
X RETENTION \$10,000		├	WC023102476		0470172017	04/01/2018	L PER LOTH		
ERS' LIABILITY	N				04/01/201/	0.,01,1010			\$1,000,000
PRIETOR / PARTNER / EXECUTIVE	N/A	ľ	SIR applies per poli	cy ter	ns & condi	ions			\$1,000,000
	_								\$1,000,000
TION OF OPERATIONS below		├					E.L. DISEASE-POLICY CIMIT		31,000,000
PRIETOR / PARTNER / EXECUTIVE MEMBER EXCLUDED? Ty in NH) cribe under	N/A		(AOS)				X PER OTH- E.L. EACH ACCIDENT E.L. OISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT		·

CERTIFICATE HOLDE	

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

State of New Hampshire Office of Information Technology 27 Hazen Drive Concord NH 03301 USA

Aon Rich Services Northeast, Inc.

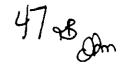
AGENCY CUSTOMER ID: 460000000525

LOC#:



ADDITIONAL DEMARKS SCHEDULE

	<u></u> .	ADDI		NAL	KEMA	IKN	2 2CH	にいいてに		Page _ of
AGENO AON	Risk Services North	east, Inc.					NSURED Inc. and al	1 Subsidiar	ies	
See	YNUMBER Certificate Number:	57006588	7313							
CARRI See	ER Certificate Number:	57006588	7313		NAIC CODE	FFFFCTI	VE DATE:			
	ITIONAL REMARKS	-						· -		
	ADDITIONAL REMARKS M NUMBER: ACORD 25									
	INSURER(S)	AFFORDIN	IG C	OVERA	GE		NAIC#			
INSU	JRER	•								
INSU	JRER			_						
INSU	JRER				-					
INSU	JRER									
ADD	DITIONAL POLICIES			w does no for policy		t inform	nation, refer to	the correspond	ling policy on	the ACORD
INSR LTR		ADDL INSD		ĸ	OLICY NUMBER		POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	Lis	HITS
	WORKERS COMPENSATION						(ММ/ФБ/ҮҮҮҮ)	(MM/DD/YYYY)		1 :
В		N/A		wC023102 (FL)			04/01/2017 ms & conditi	04/01/2018		
С		N/A		WC023102 (CA)	474		04/01/2017	04/01/2018		
 	····	N/A		SIR appl wc023102			ms & conditi	ons 04/01/2018		
				(MA, OH,	WA, WI)		ms & conditi			
				· ·						
								·		
<u> </u>										
-									<u>.</u>	
									·	
										,
						,				
\vdash										
										1





STATE OF NEW HAMPSHIRE

DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet Commissioner

September 26, 2016

Her Excellency, Governor Margaret Wood Hassan and the Honorable Council State House Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Information Technology to enter into a sole source contract amendment and exercise an option for service with CA, Inc. (formerly Computer Associates, Inc.) of Islandia, New York (Vendor #174878) (PO # 1002001) to increase the amount by \$87,600 from \$6,790,701.31 to \$6,878,301.31 to provide software licenses to support the Department of Safety's mainframe for an additional three months, effective from the date of Governor and Executive Council approval through June 30, 2019.

The Governor and Executive Council approved the original contract on June 4, 2008, Item #4, and subsequently amended on June 17, 2009, Item #16; June 23, 2010, Item #20; June 19, 2013, Item #17; July 2, 2014 Item 1A; April 20, 2016 Item #21; and July 13, 2016, Item #15.

Funds are available for State Fiscal Year (SFY) 2017 in the following accounts. 100% Other (Agency Class 027) funds. Cost of Collection S

CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#-DEPT NAME-AGENCY NAME-ACCTG UNIT NAME	JOB#	SFY 2017	
CLASS CODE-ACCOUNT CODE - OBJ (ACCOUNT) DESC			
01-03-03-030010-77030000 DoIT-Central IT Services 038-500177 Software License/Maintenance	03230017	\$87,600.00	

EXPLANATION

This contract is sole source because the agency has exhausted all contractual extensions and requires continued support of the proprietary utility and support software from this vendor.

This amendment is a request to continue the use of CA software licenses until the mainframe system application is replaced. An option for month to month service with an additional cost was identified in the amendment approved by Governor and Council on July 13, 2016. The Department of

Her Excellency, Governor Margaret Wood Hassan and the Honorable Council Page 2

Safety is exercising this option and requesting an additional three (3) months of service, October through December, 2016. The cutover to the new system is planned for November, 2016 and will require the need for the mainframe to run through December. At the time of the last agreement with the vendor, the Department of Safety had planned to replace its mainframe system with other technologies by September 30, 2016, however, the replacement system implementation has been delayed.

The Department of Information Technology respectfully requests your approval.

Respectfully submitted,

Denis Goulet

DG/mh 2009-007G

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of Contract 2009-007, on June 4, 2008, Item #4, amended on June 17, 2009, Item #16; June 23, 2010, Item #20; June 19, 2013, Item #17; July 2, 2014, Item #1A; April 20, 2016, Item # 21; July 13, 2016, Item #15 (herein after referred to as the "Agreement"), CA, Inc. (hereinafter referred to as the "Vendor") agreed to supply certain software products and maintenance services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department") acting for the benefit of the State, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 9.16: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Department and the Vendor wish to increase the Contract price by \$87,600 to bring the total contract price to \$6,878,301.31.

WHEREAS, The Vendor agrees to provide DoS mainframe software for additional Capacity Purchase three (3) months.

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

The Agreement is hereby amended as follows:

- 1. Amend Section 1.8 of the General Provisions of the Agreement: Price Limitation by increasing the amount by \$87,600 from \$6,790,701.31 to \$6,878,301.31.
- 2. Delete Deliverable Payment Schedule 1.1. Firm Fixed Price, Replace as following:

This is a Firm Fixed Price (FFP) Contract in the total amount of \$6,878,301.31.

Description	7/1/16- 6/30/17	7/1/17- 6/30/18	7/1/18- 6/30/19	Total
DHHS Product Suite	\$315,576.39	\$325,639.61	\$327,041.52	\$968,257.52
DOS IDMS Suite	\$159,653.13	N/A	N/A	\$159,653.13
NHES VM/VSE Suite	\$ 50,306.92	N/A	N/A	\$50,306.92
Total for Distributed Product Suite	\$93,993.06	\$96,990.35	\$97,407.90	\$288,391.31
Total for Network Services	\$ 41,061.42	\$42,370.80	\$42,553.21	\$125,985.43
Totals	\$660,590.92	\$465,000.76	\$467,002.63	\$1,592,594.31



3. Product Deliverables:

Delete 1.1.2 Capacity Purchase, and Replace with the following:

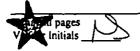
1.1.2 Capacity Purchase

From the effective date of the contract amendment until December 31, 2016, or when a subsequent 30 day increment is not purchased, whichever comes first, State may order the following product set at the following fees in 30 day increments at \$29,200.00.

Product Set	Term/171 mps	Fee
CA ADS for CA-IDMS™		
CA ADS Option for APPC]	
CA IDMS™/DB Audit Option	}	
CA IDMS TM /DB]	
CA Culprit™ for CA-IDMS™]	
CA IDMS™ DML Online Option	3 months	\$87,600.00
CA OLQ [®] Online Query for CA-IDMS™	}	[
CA IDMS™ Performance Monitor Option]	
CA IDMS™/DC Option]	
CA IDMS™ SQL Option	}	
CA IDMS™ Server Option]	
CA Explore Performance Management]	
CA FAVER 2 VSAM Data Protection	}	
CA Dynam/D Disk Management		(
CA Dynam/FI File Independence	}	
CA Dynam/T TAPE MANAGEMENT	}	
CA MASTERCAT® VSAM Catalog Management]	
CA Explore Performance Management for CICS		

TABLE 1: Contract 2009-007A - License and Maintenance of Utility Software, Contract Amendment Descriptions

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	EFFECTIVE DATES:	CONTRACT AMOUNT
Contract #2009-007	Original Contract	July 1, 2008 through June 30, 2013	\$ 2,857,389
Amendment #2009-007 A	First Amendment	July 1, 2009 through June 30, 2013	\$ 9,977
Amendment #2009-007B	Second Amendment	July 1, 2010 through June 30, 2013	\$ 10,875



Amendment #2009-007C	Third Amendment	June 30, 2013 through June 30, 2016	\$ \$2,229,611	
Amendment #2009-007D	Fourth Amendment	January 1, 2014 through June 30, 2016	\$ 146,460	
Amendment #2009-007E	Fifth Amendment	April 20, 2016 through June 30, 2016	\$ 31,395	
Amendment #2009-007F	Sixth Amendment	July 1, 2016 through June 30, 2019	\$1,504,994.31	
Amendment 2009-007G	Seventh Amendment	October 1, 2016 through December 30, 2016	\$87,600.00	
	GONTRACT TOTAL		\$6,878,301.00	

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

CA,	Jana Speria la	I	Date: 91221	ف .
COUNT COUNT of the	or OF Sulfied day of September of this the 22 day of September of the sept	, a corporation, a ng authorized to do ng the name of the c	e Sole: Occasion of that she/he, as so so, executed the focorporation by her/h	regoing instrument for
	Notary Public/Justice of the Peace My Commission Expires:	Ocserie Musica Plotary Public, State of	•	
(SEAL) 623.3019	No. 5080920 Qualified in Suffolk Commission Expires June	County	

State of New Hampshire

Date: 9/25/25/6

Denis Goulet, Commissioner

Department of Information Technology

Approved by the Attorney General (Form, Substance and Execution)

State of New Hampshire, Department of Justice

Date: 10/12/16

CA, INC.

Certificate of Assistant Secretary

The undersigned, Aaron M. Schleicher, being a duly authorized Assistant Secretary of CA, Inc., a Delaware corporation (the "Corporation"), hereby certifies that:

- 1. Attached hereto as Exhibit A is a true copy of (i) certain resolutions approving a delegation of authority (the "Board DOA") to the Chief Executive Officer of the Corporation, duly adopted by the Board of Directors of the Corporation at a meeting held on May 10, 2011; and (ii) a true copy of certain excerpts of the Board DOA.
- 2. Attached hereto as Exhibit B is a true copy of excerpts of a Delegation of Authority for Commercial Sales and Certain Marketing Agreements executed by the Chief Executive Officer of the Corporation as of August 25, 2015 (the "Sales DOA").
- 3. Attached hereto as Exhibit C is a true copy of excerpts of a Subdelegation of Authority for Execution of Sales or Services Agreements executed by the Chief Financial Officer of the Corporation as of May 27, 2015 (the "Sales SubDOA" and, together with the Board DOA and the Sales DOA, the "Delegation Authorizations").
- 4. The Delegation Authorizations have not been revoked and are now in full force and effect.
- 5. The following persons have been duly authorized to enter into Sales or Services Agreements on behalf of the Corporation:

Name Maria T. Speciale

IN WITNESS WHEREOF, the undersigned has signed this Certificate as of September 22,

Aaron M. Schleicher

Assistant Secretary

STATE OF NEW YORK

2016.

ìss.

COUNTY OF SUFFOLK

On September 22, 2016 before me, personally came Aaron M. Schleicher, to me known, who by me duly sworn, did acknowledge and swear that he is the Assistant Secretary of CA, Inc., the Corporation described in the foregoing Certificate, and that the contents of the foregoing are true and correct.

WALTER JOHNSON
Notary Public - State of New York
No. 02J06055954
Qualified in Nassau County
My Commission Expires Mar. 12

)

av Public

EXHIBIT A

Resolutions Adopted by the Board of Directors at a Meeting Held on May 10, 2011

Excerpt 1

RESOLVED, that the policy re Delegation of Authority from the Board of Directors to the Chief Executive Officer of CA, Inc. (May 10, 2011, amended as of May 13, 2014), in substantially the form presented at this meeting, be, and it hereby is, approved; and be it further

RESOLVED, that the proper officers and employees of the Company be, and each hereby is, authorized to take any and all actions, including to execute any and all documents, to effectuate the purposes and intent of the foregoing resolution or resolutions, consistent with and subject to any other specific authority delegated by the Board.

Delegation of Authority from the Board of Directors to the Chief Executive Officer of CA, Inc.

Excerpt 2

<u>Other</u>

x. Commercial Sales Agreements and other agreements, commitments, reports and filings in the ordinary course of business.

Excerpt 3

Implied Authorities

- 7. The Chief Executive Officer is authorized to take all necessary and appropriate actions to implement and effectuate the purpose and intent of this Policy, including, without limitation:
- a. establishing policies and procedures to ensure the consistent application and implementation of this Policy, including for purposes of applying any transaction limits under this Policy, policies and procedures using reasonable assumptions and customary valuations to determine value;
- b. delegation (including authority to sub-delegate and re-delegate unless expressly prohibited herein) of any authority granted herein to any officer or employee of the Company or of any Subsidiary, or to any team, committee or other group that includes such officers or employees;

Excerpt 4

- 1. As used in this policy (the "Policy") regarding the delegation of authority from the Board of Directors to the Chief Executive Officer of CA, Inc. (the "Company"), the following terms shall have the following meanings:
 - c. "Commercial Sales Agreements" mean agreements between the Company and Third Parties or Related Entities providing for the use, licensing or distribution of Company products by such Third Parties or Related Entities.

- g. "Related Entity" means any corporation, partnership, joint venture or other entity in which the Company holds an interest, other than a Subsidiary.
- i. "Third Party" means any entity other than the Company or any of its Related Entities or Subsidiaries.

EXHIBIT B

Delegations of Authority for Commercial Sales and Certain Marketing Agreements

Excerpt 1

Pursuant to this authority and subject to the terms of the Board DOA, the CEO hereby subdelegates authority with respect to pricing, discount approval, and approval of contractual terms and conditions (such subject matter to be determined by any person with the authority to sign, as described below), as they relate to Commercial Sales Agreements and agreements for the Company to provide funding, discounts or other support to Third Parties in their efforts to offer the Company's offerings for sale, license or distribution to customers ("Marketing Agreements"), to the officers and employees of the Company as set forth below.

Excerpt 2

Except where specifically indicated otherwise, the authority to approve transactions or decisions includes the authority to sub-delegate or re-delegate tasks or decisions within that authority. Except where specifically indicated otherwise, the authority to sign shall be delegated specifically to the Chief Financial Officer ("CFO") and his or her designees identified and named as Company signatories in any separate written sub-delegation of authority for the execution and delivery of Commercial Sales Agreements and Marketing Agreements executed from time to time by the CFO and approved by the General Counsel, the Corporate Secretary or any Assistant Secretary of the Company.

Excerpt 3

Capitalized terms used but not defined herein have the meanings assigned to them in the Board DOA.

EXHIBIT C

Subdelegation of Authority for Execution of Sales or Services Agreements

Excerpt 1

The following terms used in this document shall have the following meanings:

- a. "TAP" means the Transaction Approval Process approved by the CFO, EVP and Group Executive, Worldwide Sales and Services, EVP and Group Executive, Enterprise Solutions and Technology Group, EVP and Group Executive, Mainframe and Customer Success Group, and EVP and General Counsel as in force and posted on the CA Intranet at the time of execution.
- b. "Commercial Sales or Services Agreements" means agreements between the Company and Third Parties or Related Entities providing for the use, licensing or distribution of Company products by such Third Parties or Related Entities.
- c. "Related Entity" means any corporation, partnership, joint venture or other entity in which the Company holds an interest, other than a Subsidiary.
- d. "Third Party" means any entity other than the Company or any of its Related Entities or Subsidiaries.

Excerpt 2

By subdelegation dated August 1, 2009 or such other subdelegation that amends or supersedes the existing subdelegation, the CEO delegated to the CFO the authority to subdelegate or redelegate the authority to enter into Sales or Services Agreements on behalf of the Company (the "Sales DOA"). Pursuant to this authority, the undersigned hereby subdelegates authority to enter into Sales or Services Agreements on behalf of the Company with Third Parties or Related Entities after receipt of evidence of the requisite approvals under the Sales DOA and TAP to the officers and employees of the Company to the individuals set forth below; provided, however, that the authority to enter into Sales or Services Agreements on behalf of the Company with the Israeli Ministry of Defense under this subdelegation is limited to Redacted, Redacted, Redacted and Redacted Redacted.

Redacted	Redacted	Redacted
Redacted	Redacted	Redacted
Redacted	Redacted	Redacted
Redacted	Redacted	Maria T. Speciale
Redacted	Redacted	Redacted
Redacted	Redacted	
Redacted	Redacted	

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CA, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on June 25, 1984. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 77417



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of October A.D. 2016.

William M. Gardner Secretary of State



State of New Hampshire Department of State



10/5/2016 3:22:29 PM

CA, INC.
1 Computer Associates Plaza
Islandia, NY, 11749, USA

Enclosed is the acknowledgment copy of your filing. It acknowledges this office's receipt and successful filing of your documents.

Should you have any questions, you may contact the Corporation Division at the phone number or email address below. Please reference your Business ID Number when contacting our office.

Please visit our website for helpful information regarding all your business needs.

Sincerely, Corporation Division

Business ID: 77417 Filing No: 3373938

	,	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	in Northers	57	<i>76 7</i>	ಶ		٠.	56 (State of New Hampshire Office of Information Techno 27 Wazer Drive Concord He D3301 USA	
	au ium	STREET, ST	LL BE DELIVERED IN ACCO.		N SOT 10 YO I DAD I TAGO SANSANA BATATABABANG	DM 430364			·	Stridegach way to state	
쳟						CANCELLA				PRICATE HOLDER	1 A3 0
和不同的行列和阿田巴斯坦	. 152	day Agu	p Stanashi Yiady ta	pountus et	ron f become inat 2 table in	e \$1 pays;	8 therefore in the second seco	10 1 2 CO	1 67 10 1	DOCUMENTANCE OF THE STATE OF TH	\$3 ¥33 \$0 \$30
						<u> </u>					╀
=	37,000,000		ET DERMENORICA FIREL							Pitt of the state	
	27,000,000		ENVOINT AN MANAGE, J. 9	Simi :	LBU83 9 59	D01 474108	136 tallege AT]	7 1 M		1
	000,000,12		EL EACH ACTORNÍ	'	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		(\$CV)	!			
			TO TOTAL X	2102/10/PO	7107/10/14		25161551024	╌╁		CHÁ MOTTAMENTO ANCIONAM	╀
				Į		1		1 1		EXCESSING CYCRONICE	1
	000,000,22		NOOMEDANTE -			1		li		NUCCO I BALLALEMAN I	1.
ū	000,000,11		23K3 NAUCCO HOAS	ZT02/T0/H0	2101/10/00	ļ	10081414615200x	┝╼╂	_		╁
Certificate	<u> </u>		اليداد ا مجوادو	l				H		VANO BOTTAL MATERIAL	٦.
₹ :			HONEYOU LUNGUE			ł		1 1		NATOR ONLY AUTOR	1
			Section In Section 7, posterior				(141)	1 1		מייינים ביייים מייים בייים מייים בייים מייים בייים ביי	1.
£			person in 1 Yaluut 7,2000	TEST LONG	n tot/to/ro		(cs, m) (cs 1414111 .	1		· · · · · · · · · · · · · · · · · · ·	1 `
	000,000,12		THE SHOOT CONSTRUCT	2302/10/10	9102/10/10	<u> </u>	CV 3131750	11		TRANC SINGER	<u>'</u>
\$70ca				I		1		1		The same of the sa	4
z	000'000'ES		BOA MOMBOS - ETSUDOPH]				l		32) 13m 13m 12m 12m	
110512	000,000,62		STAGSROOM MRB (80]				1 1		A24 ESLINA THE FLACEROON AND	4
2	000,000,12		MERSONAL A ADV BLADERS	j				1			-1
i	000,012		MENSIA RAMINA	Į	1			1		lr	-{
	27 '000 '900		DELICATION DE PONTRO	į		l		1		ACCOUNT ADMINISTRATION ACCOUNT	1.
	000,000,12		INCH OCCUPATIVICE	/T07/T0/19	9797/79/80 #171476		072887 <u>573</u>	98			10
	l		en	780,000	3773				<u>.</u>	HOOF AT ENGLISHED ON SHOKED	
	CV PERSON	FOT TO	NEST NEST STATEST AND STATEST OF WITH RESPONDENCE FOR THE STATEST OF THE STATEST	A 1612 SUP	<u> </u>	\$12812	NUMBER: 570051 WCE LITTED BELD! TOWN ON CONDI	77.77	-	THEORY WID CONDUIDING ON STICK INC. INC. INC. INC. INC. INC. INC. INC.	_
				- 12 -2:		Charles					
	56902	<u>.</u> .	Casual Sy Insurance			Y7401014				•	
	- (1)(1)		al Insurance Co			ESHARIA ESHARIA				VSN SYLTT AN TIP	ns[2]
	68961		1 10 97532 pd3 10 0		****	(ZNA) NA				nc, and all subsidiaries suppotes Assist assets assets assets) Puc
	THEE	400,142	fire ing to of Pitt	1 an hillegen		Charles					
ļ	B ORNE		CONFINCE								
_	7000									PER 15038-3227 AR	A
Ē						THE STATE OF				ימרור אר טודונפ 1997 22 1974	A 661
¥		161-6105	-001 A-M PA	\$174-E8		721				ITAK SERVICES MORCHESSE, INC.	
₹						-100					
Halder Identifier :	hearehas no menera	na or be int. A st	olaivong (1381) EM JA smatriotina na enlupen	year saiotio	ng mistraes , ye	the policy(le	DONAL INSURED, THE SING CONDITION	100A st erb	180 PB	PRESENTATIVE OR PROGUCER, AN USROGATION OF WAVEL, subject CONFICAL SOCK TO COME Agric In	15 A 15 A
	FOR CHES	과 나	CENACE AFFORDED	THE CO.	TIJA MO CI	HETTER, COMES	NEGATIVELY AK	A OR		S CERTIFICATE IS ISSUED AS A NUMERICATE DOCS NOT AFFIRMATY THE DOCS NOT AFFIRMATY THE DOCS NOT AFFIRMATY	139 138
	THEOLOGY.		NCE	ARUS	NI XX	LIIBAI	TE OF L	/OL	ᆀ	ORO CERT	5

MATCHMADOWN)



STATE OF NEW HAMPSHIRE

DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301 Fax: 603-271-1516 TDD Access: 1-800-735-2964 www.nh.gov/doit

Denis Goulet Commissioner

June 24, 2016

Her Excellency, Governor Margaret Wood Hassan and the Honorable Council State House Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Information Technology to enter into a sole source, retroactive contract amendment with CA, Inc. (formerly Computer Associates, Inc.) of Islandia, New York (Vendor #174878) (PO # 1002001) to increase the amount by \$1,504,994.31 from \$5,285,707.00 to \$6,790,701.31 for software licenses, related maintenance, upgrades and technical support services to maintain mainframe computing and network resources retroactive to July 1, 2016 upon Governor and Council approval through June 30, 2019.

This agreement was originally approved by the Governor and Executive Council on June 4, 2008, Item #4, and subsequently amended on June 17, 2009, Item #16; June 23, 2010, Item #20; June 19, 2013, Item #17; July 2, 2014 Item 1A; April 20, 2016 Item #21.

Funds are available for State Fiscal Year (SFY) 2017 and are anticipated to be available in SFY 2018 and SFY 2019 based upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified. 100% Other (Agency Class 027) funds: The Class 027 used by the agencies to reimburse DoIT is 42% General, 31% Federal, 13% Highway, and 14% Other.

_	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME	JOB#	AMOUNT	
SFY	CLASS CODE-ACCOUNT CODE - OBJ (ACCOUNT) DESC			
	01-03-03-030010-77030000 DoIT-Central IT Services 038-500177 Software License/Maintenance	03950047	\$ 315,576.39	
2017	01-03-03-030010-76270000 DolT-IT for NHES 038-500177 Software License/Maintenance	03270071	\$50,306.92	
2017	01-03-03-030010-77030000 DolT-Central IT Services 038-500177 Software License/Maintenance	03230017	\$72,053.13	
2017	01-03-03-030010-77030000 DolT-Central IT Services	03030093	\$41,061.42	

	Grand Total		\$1,504,994.3			
	SFY 2019 Total		\$467,002.63			
2019	01-03-03-030010-77030000 DoIT-Central IT Services 038-500177 Software License/Maintenance	03030005	\$97,407.90			
2019	01-03-03-030010-77030000 DoIT-Central IT Services 038-500177 Software License/Maintenance	03030093	\$42,553.21			
2019	01-03-03-030010-77030000 DolT-Central IT Services 038-500177 Software License/Maintenance	03950047	\$327,041.52			
	SFY 2018 Total					
2018	01-03-03-030010-77030000 DolT-Central IT Services 038-500177 Software License/Maintenance	03030005	\$96,990.35			
2018	01-03-03-030010-77030000 DoIT-Central IT Services 038-500177 Software License/Maintenance	03030093	\$42,370.80			
2018	01-03-03-030010-77030000 DolT-Central IT Services 038-500177 Software License/Maintenance	03950047	\$325,639.61			
	SFY 2017 Total		\$572,990.92			
2017	01-03-03-030010-77030000 DoIT-Central IT Services 038-500177 Software License/Maintenance	03030005	\$93,993.06			
	038-500177 Software License/Maintenance		<u> </u>			

EXPLANATION

This contract is being submitted retroactively because of delays in getting accurate quotes from the vendor, which held up negotiating final pricing.

This contract is sole source because the agency has exhausted all contractual extensions and requires continued support of the proprietary utility and support software from this vendor. CA, Inc.'s proprietary utility and support software has been used by the Department of Information Technology to efficiently monitor and manage the mainframe computing resources and to support software maintenance and development of critical business applications for the Department of Health and Human Services, Department of Safety and New Hampshire Employment Security. Both Department of Safety and New Hampshire Employment Security plan to replace their mainframe systems with other technologies in SFY17, and therefore will no longer use and pay for CA, Inc. software products after that time.

CA, Inc.'s proprietary utility and support software has been tightly integrated into the Departments' business applications and performs necessary and important services, including

- Database management services
- Batch job scheduling services
- Performance monitoring and tuning services
- Software change management services
- Tape management services
- Data protection and security services
- Network device monitoring services
- Failure notification services

Her Excellency, Governor Margaret Wood Hassan and the Honorable Council Page 3

This complex integration has occurred over several years of the Departments' business applications evolution and has resulted in significant operation efficiencies and controls.

Alternative products to CA, Inc.'s utility and support software were investigated and were reviewed for their function, and the effort required to implement the conversions. The net result of the cost of the software and maintenance, the cost of resources to staff conversion efforts, the cost risk of negatively impacting both State and Federal mandated service levels, and training time required, would not result in any savings. We are saving over \$2 million in the license fees and maintenance price by entering into a three year, bundled agreement with CA, Inc.

The Department of Information Technology has reviewed and approved the request for this contract amendment and we respectfully request your approval.

Respectfully, submitted,

Denis Goulet Commissioner

DG/mh 2009-007F RID 18448

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of Contract 2009-007, on June 4, 2008, Item #4, amended on June 17, 2009, Item #16, and on June 23, 2010, Item #20, and on June 19, 2013, Item #17, and on July 2, 2014, Item #1A, and on April 20, 2016. Item # 21, (herein after referred to as the "Agreement"), CA, Inc. (hereinafter referred to as the "Vendor') agreed to supply certain software products and maintenance services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department") acting for the benefit of the State, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 8.17: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Department wishes to increase the contract price by \$1,504,994.31 bring the total contract from \$5,285,707.00 to \$6,790,701.31.

WHEREAS, the Department wishes to extend the Agreement from July 1, 2016 through June 30, 2019;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

Contract Document, Contract Agreement: General Provisions is hereby amended as follows:

- 1. Amend Section 1.6 of the General Provisions of the Agreement: Completion Date by changing the completion date to June 30, 2019.
- 2. Amend Section 1.8 of the General Provisions of the Agreement: Price Limitation by increasing the amount by \$1,504,994.31 from \$5,285,707 to \$6,790,701.31.
- Amend Section 4.1: CA Contract Manager of the SOW by replacing the current contract manager with the following:

Sharon Williams
CA, Inc.
2291 Wood Oak Drive
Herndon, VA 20171
(703)708-3221
sharon, williams@ca.com

4. Amend Section 8.16: Notice of the SOW by replacing the current CA Address with the following:

CA, Inc.
2291 Wood Oak Drive
Herndon, VA 20171
Attention: Public Sector Legal

5. Amend Statement of Work Section 4.2 State Contract Manager with the following:



Wendy Pouliot, Director Department of Information Technology 27 Hazen Drive Concord, NH 03301 Tel: 603-223-5746

Email: wendy.pouliot@doit.nh.gov

6. Amend the table 8.6 Dispute Resolution Personnel in the Statement of Work and replace with:

Dispute Resolution Responsibility and Schedule Table

LEVEL	CA	THE STATE	CUMULATIVE ALLOTTED TIME
Primary	Rene Hruska Sr. Business Manager	Wendy Pauliol, Director,	5 Business Days
First	Jack Lustig Area Business Manager	Wendy Pouliot, Director,*	10 Business Days
Second	Bernadette Nixon* SVP - Area Manager	Wendy Pouliot, Director.	15 Business Days

7. Amend Exhibit A: Contract Deliverables of the Agreement to add the following Section 1.2A Amendment F Product Deliverables below:

1.2A Amendment F Product Deliverables

The tables below detail the specific licenses with CA that comprise the Enterprise License Agreement (ELA) for the period commencing July 1, 2016 through June 30, 2019.

Software Licenses – Department of Information Technology-Data Center	Formerly Known As Software Licenses	Auth MIPS SFY 2017	Auth MIPS SFY 2018	Auth MIPS SFY 2019	Op Sys	Lic Type
CA Endevor Software Change Manager	AllFusion CA Endevor Change Manager	639 MIPS	Up to 716 MIPS	Up to 803 MIPS	MVS	UMF
CA Endevor Software Change Manager Automated Configuration	AllFusion CA Endevor Change Manager Automated Configuration Option	639 MIPS	Up to 716 MIPS	Up to 803 MIPS	MVS	UMF
CA Endevor Software Change Manager for Mainframe Extended Processors	AllFusion CA Endevor Change Manager Extended Processors Option	639 MIPS	Up to 716 MIPS	Up to 803 MIPS	MVS	UMF
CA Endevor Software Change Manager External Security Interface	AllFusion CA Endevor Change Manager Interface for External Security	639 MIPS	Up to 716 MIPS	Up to 803 MIPS	MVS	UMF
Unicenter CA-JCLCheck	Unicenter CA-JCLCheck	639	Up to 716	Up to	MVS	UMF

Initial all pages

Doff Contract Amendment

Workload Automation	Utility	MIPS	MIPS	803	 _	
WORKS Automaton	Cumy	1410 2	""" 3	MIPS]	
		639	Up to 716	Up to	MVS	UMF
CA One TAPE	Brightstor CA-1 Tape	MIPS	MIPS	803	14143	UMF
MANAGEMENT	Management	1 14111 3	MES	MIPS	!	1
MATAGLATI	management	639	Up to 716	Up to	MVS	UMF
	AllFusion CA-InterTest	MIPS	MIPS	803	,) Olvii
CA InterTest Batch	Batch	10123	1 11111	MIPS		1
CA IIICI ICA DECI	Unicenter Database	639	Up to 716	Up to	MVS	UMF
CA Database Analyzer® for	Analyzer for DB2 for	MIPS	MIPS	803	, ,,,,,	0,111
DB2 for z/OS	z/OS	,	i wie 5	MIPS	j	
DB2 101 203	1203	639	Up 10 716	Up to	MVS	UMF
CA Detector® for DB2 for	Unicenter Detector for	MIPS	MIPS	803	141.4.2	UMF
	DB2 for 2/OS	MILO	MILS	MIPS		1
z/O\$	DB2 for 2003	639	11-1-716		MVS	UMF
C. D	11	1	Up to 716 MIPS	Up to	M VS	UMF
CA Plan Analyzer for DB2 for	Unicenter Plan Analyzer	MIPS	M IPS	803		1
2/O\$	for DB2 for z/OS		 	MIPS	 -	
	1	639	Up to 716	Upto	MVS	UMF
CA RC/Migrator for DB2 for	Unicenter RC/Migrator	MIPS	MIPS	803		1
z/OS	for DB2 for z/OS		<u> </u>	MIPS		
	1	639	Up to 716	Up to	MVS	UMF
CA RC/Query for DB2 for	Unicenter RC/Query for	MIPS	MIPS	803		1
2/OS	DB2 for z/OS			MIPS	<u></u>	- -
	1	639	Up to 716	Upto	MVS	UMF
CA RC/Update for DB2 for	Unicenter RC/Update for	MIPS	MIPS	803		1
z/OS	DB2 for z/OS		İ	MIPS		
Software Licenses -	Formerly Known As	Auth	Auth	Auth	Op Sys	Lic
Department of Information	Software Licenses	MIPS	MIPS	MIPS	• •	Туре
Technology/Department of	1	SFY	SFY 2018	SFY	·	1
Sufety		2017		2019		
CA Dynam /D Disk	Brightstor CA- Dynam/D	171 MPS	Retired	Retired	VSE	UMF
Management *	Disk Management	<u> </u>				
CA Dynam /T Tape	Brightstor CA-Dynam/T	171 MPS	Retired	Retired	VSE	UMF
Management*	Tape Management					<u> </u>
	Brightstor CA-	171	Retired	Retired	VSE	UMF
CA MASTERCAT VSAM	MASTERCAT VSAM	MIPS	\	i		1
Catalog Management*	Catalog Management	1	1	l	l	1
CA Explore Performance	Unicenter CA-Explore	171	Retired	Retired	VSE	UMF
Management for CICS	Performance Management	MIPS	ł]	İ	i
(VSE)*	for CICS (VSE)	1	I	!	!	1
CA FAVER 2 VSAM Data	Brightstor CA-FAVER 2	171	Retired	Retired	VSE	UMF
Protection*	VSAM Data Protection	MIPS	1	1		1
CA Dynam /T Tape	Brightstor CA-Dynam/T	171	Retired	Retired	VM	UMF
Management*	Tape Management	MIPS]]		
	Brightstor CA	171	Retired	Retired	VM	UMF
	1				l	
CA VM·Backun®	I VM-Rackun	1 MIPS				
CA VM:Backup®	VM:Backup	MIPS	Retired	Retired	- VM	UMF
		171	Retired	Retired	VM	UMF
CA VM:Backup* CA VM:Secure*	eTrust CA VM:Secure	171 MIPS				
CA VM:Secure*	eTrust CA VM:Secure Unicenter CA-Explore	171 MIPS 171	Retired Retired	Retired Retired	VM VM	UMF
	eTrust CA VM:Secure	171 MIPS				

Additional Software Licenses - Department of Safety	Formerly Known As Software Licenses	Auth MIPS SFY 2017	Auth MIPS SFY 2018	Auth MIPS SFY 2019	Op Sys	Lic Type
CA Culprit for CA-IDMS*	Advantage CA-Culprit for	171	Retired	Retired	VSE	UMF

Initial all pages

DoIT Contract Amendment

Page 3 nf 0

	CA-IDMS	MIPS	T			Т
CA Dynam /FI File	BrightStor CA-Dynam/FI	171	Retired	Retired	VSE	UMF
Independence*	File Independence	MIPS	1.0			0,,
CA Dynam /T Tape	BrightStor CA-Dynam/T	171	Retired	Retired	VSE	UMF
Management*	Tape Management	MIPS				
CA ADS for CA-IDMS*	Advantage CA-ADS for	171	Retired	Retired	VSE	UMF
	CA-IDMS	MIPS	<u> </u>		i	l
CA IDMS/DB*	Advantage CA-IDMS/DB	171	Retired	Retired	VSE	UMF
	Database	MIPS				<u> </u>
	Advantage CA-IDMS/DB	171	Retired	Retired	VSE	UMF
CA IDMS /DB Audit Option*	Database Audit Option	MIPS				<u> </u>
CA IDMS DML Online	Advantage CA-IDMS	171	Retired	Retired	VSE	UMF
Option*	Database DML Online	MIPS				1
CA IDMS /DC Option*	Option	171	Retired	Retired	VSE	UMF
CA IDMS /DC Option*	Advantage CA-IDMS/DC	MIPS	Ketheo	Kalifo	V3E	UMP
	Transaction Server Option	MILS	ì			
CA IDMS SQL Option*	Advantage CA-IDMS	171	Retired	Retired	VSE	UMF
CA IDMS SQL Option	Database SQL Option	MIPS	Reined	Kedied	135	Own
	Advantage CA-ADS	171	Retired	Retired		+
CA ADS Option for APPC*	Option for APPC	MIPS	1,02,00		VSE	UMF
CA OLQ Online Query for	Advantage CA-OLQ	171	Retired	Retired	VSE	UMF
CA-IDMS*	Online Query for CA-	MIPS				
	IDMS	1				
CA IDMS Performance	Advantage CA-IDMS	171	Retired	Retired	VSE	UMF
Monitor Option*	Database Performance	MIPS	[
·	Monitor Option	1				
CA IDMS Server Option*	Advantage CA-IDMS	171	Retired	Retired	VSE	UMF
	Database Server Option	MIPS		<u> </u>	· · · · ·	<u> </u>
CA Explore Performance	Unicenter CA-Explore	171	Retired	Retired	VSE	UMF
Management*	Performance Management	MIPS				
	ļ	4 .4			0- 0-	
Distributed Product Suite-	Formerly Known As	Auth MIPS SFY	Auth MIPS SFY 2018	Auth MIPS STY	Op Sys	Lic
AllFusion Licensed Programs	Software Licenses	2017	311 2016	2019	·	Type
- Department of Health and	1	1 2017	`	2015		
Human Services- Data	1	· ·				
Center		<u> </u>				
CA Harvest Software Change	AllFusion CA Harvest	175	175	175	NT	Perpetual
Manager Named User	Change Manager	Named	Named	Named		
0.00		Users	Users	Users	\ -	D
CA Harvest Software Change	N/A	260 Named -	260 Named	260 Named	NT	Perpetual
Manager Named User	•	Users	Users	Users		
CA Harvest Software Change	N/A	40	40 Named	40	NT	Perpetual
Manager Premium Edition	100	Named	Users	Named	141	respectual
Named Users	Į,	Users	03013	Users		
CA VM-Secure®	N/A	3-Engine	3-Engine	3-Engine	VM for Linux	UMF
		9/23/16				Ī
CA VM-Secure®	N/A	1-Engine	1-Engine	1-Engine	VM for Linux	UMF
		9/23/16			ļ	<u> </u>
Office of Information	Formerly Known As	Auth	Auth	Auth	Ор Ѕуз	Lic Type
Technology	Software Licenses	MIPS	MIPS SFY			
•	{	SFY	2018	SFY 2019		1
	<u> </u>	2017	0.000	2500		Dames 1
CA Spectrum Device Based	N/A	2500	2500	2500	All CA GA	Perpetual
Suite	1	device	device	device	O/S	1
	1	license	license	license		1

Initial all pages

DoIT Contract Amendment

Dana d nf 6

						
CA eHealth Device Pricing	N/A	2000	2000	2000	All CA GA	Perpetual
Without Database	Ş	device	device	device	O/S	1 1
<u> </u>		license	license	license		l l

- 7.1 Product CA InterTest for CIS is terminated on 6/30/2016. See section 9.5 below.
- 7.2 Product CA ERwin Data Modeler Standard Edition is unsupported on 6/30/2016. See Sections 9.6 and 9.7 below.
- 8. Amend Exhibit B: Price and Payment Schedule of the Agreement by deleting Section 1.
- 9. ADDITIONAL TERMS

9.1 New Product Clause Exclusion

Notwithstanding anything to the contrary in the Agreement, by and between the parties hereto: (i) the CA Distributed Software herein shall not be construed as a "New Product" for purposes of any prior agreement between the parties; and (ii) the provisions of any "New Product" provision in any prior agreement shall not apply to the CA Distributed Software herein or any subsequent license for CA Distributed Software.

9.2 Limited Remedy for Refund

Notwithstanding any term in the Customer's governing contract indicated above, the available remedy for any refund for a breach of warranty of CA Distributed Software shall be only available for ninety (90) days from the Effective Date of this Order Form. Following that date, any issues that result from a breach of warranty of the software's compliance to the Documentation shall be resolved according to CA's support policy if maintenance is being provided for during the term of this Order Form.

9.3 Import/Export

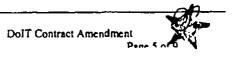
Customer acknowledges that the CA Offering(s) is subject to control under U.S. law, including the Export Administration Regulations (15 CFR 730-774) and agrees to comply with all applicable import and export laws and regulations. Customer agrees that the CA Offering(s) will not be exported, re-exported or transferred in violation of U.S. law or used for any purpose connected with chemical, biological or nuclear weapons or missile applications, nor be transferred or resold, if Customer has knowledge or reason to know that the CA Offering are intended or likely to be used for such purpose.

9.4 Virtual Machine Technology

Where the CA Software with an Authorized Use Limitation of Engine, CPU, Server, or Appliance is used on multiple machines (physical and "virtual") each such use of the CA Software shall be counted for the purposes of determining the Authorized Use Limitation for that CA Software. A "virtual" PC and server environment is created where Virtual Machine Technology (which applies to both client and server hardware) is used to enable multiple instances of an operating system(s) to run on a single computer simultaneously.

9.5 Maintenance Termination

The product(s) listed below (which were licensed to Customer prior to the Effective Date hereof) are not included as Licensed Programs in this order, and the licenses for such product(s) (or maintenance for those products designated below as perpetual) are hereby terminated, subject to Customer's obligation to maintain the confidentiality of such products and to pay any outstanding fees due under such licenses. Customer hereby represents that it has deleted from its computer system(s) all copies of those products that are not designated below as being licensed on a perpetual basis and has either destroyed or returned same to CA.



		Termination
Dropped Products	Perpetual License Yes/No	Date
CA InterTest for CICS	No	6/30/2016

9.6 Request for Assignment of Unsupported Products

In accordance with paragraph 8.9 of the original License and Maintenance Agreement, 2009-007, CA requests the State's consent to assign the software ownership and underlying licenses of the ERwin products listed below in paragraph 9.7 to Parallax Capital Partners. The ERwin products and any support thereof was divested and those assets sold and transferred to Parallax on March 2, 2016. Please acknowledge the State's consent.

9.7 Unsupported Products

ERwin:

The parties acknowledge that the CA ERwin products listed herein ("Divested Licensed Programs") are no longer owned or supported by CA, and that CA has assigned all of its obligations, duties, right, title and interest in the Divested Licensed Programs (and all licenses and support with respect thereto) to Parallax Capital Partners located at 23332 Mill Creek Drive, Suite 155 Laguna Hills, CA 92653. Any future licenses or support required by the State of New Hampshire with regard to the Divested Licensed Programs shall be subject to applicable the fees, terms and conditions between the State of New Hampshire and Parallax Capital Partners.

Divested Licensed Programs	Divested Date
CA ERwin Data Modeler Standard Edition	3/1/2016

DELIVERABLE PAYMENT SCHEDULE and replacing it with the section below:

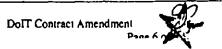
1. DELIVERABLE PAYMENT SCHEDULE

1.1 Firm Fixed Price

This is a Firm Fixed Price (FFP) Contract in the total amount of \$6,790,701.31.

This Firm Fixed Price Contract includes the following:

Description	7/1/16- 6/30/17	7/1/17- 6/30/18	7/1/18- 6/30/19	Total
DHHS Product Suite	\$315,576.39	\$325,639.61	\$327,041.52	\$968,257.52
DOS IDMS Suite	\$72,053.13	N/A	N/A	\$72,053.13
NHES VM/VSE Suite	\$ 50,306.92	N/A	N/A	\$50,306.92
Total for Distributed Product Suite	\$93,993.06	\$96,990.35	\$97,407.90	\$288,391.31
Total for Network Services	\$41,061.42	\$42,370.80	\$42,553.21	\$125,985.43
Totals				\$1,504,994.31



Due Date	Total Fees Due
7/1/2016	\$572,990.92 USD
7/1/2017	\$465,000.76 USD
7/1/2018	\$467,002.63 USD

1.1.1 MVS MIPS Schedule Authorized Use Limitation

a. July 1, 2016 - June 30, 2017 639 MIPS

b. July 1, 2017 - June 30, 2018 716 MIPS

c. July 1, 2018 - June 30, 2019 803 MIPS

1.1.2 Capacity Purchase

From the effective date of the contract amendment until June 30, 2017, or when a subsequent 30 day increment is not purchased, whichever comes first, State may order the following product set at the following fees in 30 day increments.

Product Set	Term	Fee
CA ADS for CA-IDMS ^{1M}		
CA ADS Option for APPC]	
CA IDMS™/DB Audit Option		
CA IDMS"/DB		
CA Culprit™ for CA-IDMS™ .]	
CA IDMS™ DML Online Option	30 Days	\$29,200.00
CA OLQ® Online Query for CA-IDMS™]	
CA IDMS™ Performance Monitor Option]	
CA IDMS™/DC Option	j	
CA IDMS™ SQL Option]	
CA IDMS™ Server Option]	
CA Explore Performance Management		
CA FAVER 2 VSAM Data Protection)	
CA Dynam/D Disk Management]	
CA Dynam/FI File Independence	1	
CA Dynam/T TAPE MANAGEMENT]	
CA MASTERCAT® VSAM Catalog Management	1	
CA Explore Performance Management for CICS	<u> </u>	

1.1.3 Supplemental Fees

Supplemental License Fees (SLF) are one time fees for each MIPS capacity upgrade.

Supplemental Usage and Maintenance Fees (SUMF) are prorated for the year of the MIPS increase and charged annually thereafter for the term of the agreement.

In the event, the State may increase the Licensed MIPS capacity during the Term above 500 MIPS upon prior written notice to CA and payment of CA's one-time supplemental license fee equal to \$1,398.00 for each

Initial all pages

DoIT Contract Amendment

Page 7 of Q

additional MIPS (the "SLF"), plus an annual usage and maintenance fee equal to \$245.00 for each additional MIPS (the "SUMF").

In each instance, the Supplemental License Fee and Supplemental Usage and Maintenance fee shall be billable upon the State's giving notice to CA of its desire to increase the licensed MIPS Capacity. The State shall pay the fee within thirty (30) days after the upgrade is completed, notwithstanding any installment payment schedule for the initial license fee. The License Fee and Usage and Maintenance fee shall be prorated for the year of the increase and shall be payable in full thereafter

One Time Supplemental License Fee (SLF)	\$1,398.00 per MIPS
Annual Supplemental Usage and Maintenance Fee(SUMF)	\$245.00 per MIPS

2. TOTAL CONTRACT PRICE

Notwithstanding anything in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments exceed \$7,079,018.31.

TABLE 1: Contract 2009-007A - License and Maintenance of Utility Software, Contract Amendment Descriptions

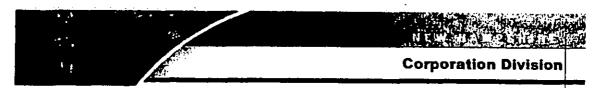
CONTRACT AND AMENDMENT NUMBER			CONTRACT		
Contract #2009-007	Original Contract	July 1, 2008 through June 30, 2013	\$ 2,857,389		
Amendment #2009-007A	First Amendment (A)	July 1, 2009 through June 30, 2013	\$ 9,977		
Amendment #2009-007B	Second Amendment	July 1, 2010 through June 30, 2013	\$ 10,875		
Amendment #2009-007C	Third Amendment	June 30, 2013 through June 30, 2016	\$ \$2,229,611		
Amendment #2009-007D	Fourth Amendment	January 1, 2014 through June 30, 2016	\$ 146,460		
Amendment #2009-007E	Fifth Amendment	April 20, 2016 through June 30, 2016	\$ 31,395		
Amendment #2009-007F	Sixth Amendment	July 1, 2016 through June 30, 2019	\$1,504,994.31		
	CONTRACT TOTAL		\$6,790,701.31		

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written. Corporate Signature Notarized: STATE OF COUNTY OF_ the undersigned Officer L Sales Acct INFIG SDECKIE personally appeared and ac , a corporation, and that she/he, as such being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Manager IN WITNESS WHEREOF I hereunto set my hand and official seal. Notary Public/Justice of the Peace My Commission Expires: EUFEMIA M. FORTUNATO otary Public, State of New York No. 01F06237674 Qualified in Sulfolk County (SEAL) Term Expires March 28, 2016 State of New Hampshire Denis Goulet, Commissioner Department of Information Technology Approved by the Attorney General (Form, Substance and Execution) State of New Hampshire, Department of Justice Initial all pages DoTT Contract Amendment

CA, Inc. Initials _

Page 9 of 9



Search
By Business Name
By Business ID
By Registered Agent
Annual Report
File Online
Guidelines
Name Availability
Name Appeal Process

Date: 6/27/2016 Filed Documents
(Annual Report History, View Images, etc.)

Business Name History

Name Name Type
CA - IT Management Software Legal
CA, Inc. Home State
COMPUTER ASSOCIATES INTERNATIONAL, INC.
Prev Legal

Corporation - Foreign - Information

Business ID: 77417

Status: Good Standing

Entity Creation Date: 6/25/1984

State of Business.: DE

Principal Office Address: 1 Computer Associates Plaza

Islandia NY 11749

Principal Mailing Address: 1 CA Plaza Islandia NY 11749

Last Annual Report Filed Date: 6/27/2016 10:35:33 AM

Last Annual Report Filed: 2016

Registered Agent

Agent Name: C T Corporation System
Office Address: 9 Capitol Street
Concord NH 03301

Mailing Address:

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

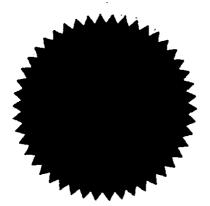
Privacy Policy | Accessibility Policy | Site Map | Contact Us

Wells and Brack Street

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CA, Inc. doing business in New Hampshire as CA - IT Management Software, a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on June 25, 1984. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 18th day of February, A.D. 2016

> William M. Gardner Secretary of State

CA, INC.

Certificate of Assistant Secretary

The undersigned, Lawrence M. Egan, Jr., being a duly authorized Assistant Secretary of CA, Inc., a Delaware corporation (the "Corporation"), hereby certifies that:

- 1. Attached as Exhibit A is a true copy of (i) certain resolutions approving a delegation of authority (the "Board DOA") to the Chief Executive Officer of the Corporation, duly adopted by the Board of Directors of the Corporation at a meeting held on May 10, 2011; and (ii) a true copy of certain excerpts of the Board DOA.
- 2. Attached hereto as <u>Exhibit B</u> is a true copy of excerpts of a Delegation of Authority for Sales, Services, and Certain Marketing Agreements executed by the Chief Executive Officer of the Corporation as of August 25, 2015 (the "Sales DOA").
- 3. Attached hereto as Exhibit C is a true copy of excerpts of a Subdelegation of Authority for Execution of Sales or Services Agreements executed by the Chief Financial Officer of the Corporation as of May 27, 2015 (the "Sales SubDOA" and, together with the Board DOA and the Sales DOA, the "Delegation Authorizations").
- 4. The Delegation Authorizations have not been revoked and are now in full force and effect.
- 5. The following persons have been duly authorized to enter into Sales or Services Agreements on behalf of the Corporation:

Name Maria T. Speciale

IN WITNESS WHEREOF, the undersigned has signed this Certificate as of June 27, 2016.

Lawrence M. Egan Assistant Secretary

STATE OF NEW YORK)
)ss.
COUNTY OF SUFFOLK)

On June 27, 2016 before me, personally came Lawrence M. Egan, Jr., to me known, who by me duly sworn, did acknowledge and swear that he is the Assistant Secretary of CA, Inc., the Corporation described in the foregoing Certificate, and that the contents of the foregoing are true and correct.

Notary Public, State of New York
No. 018N6333094
Outlified in Nesseu County
10. 20)

Notary Pub

EXHIBIT A

Resolutions Adopted by the Board of Directors at a Meeting Held on May 10, 2011

Excerpt 1

RESOLVED, that the policy re Delegation of Authority from the Board of Directors to the Chief Executive Officer of CA, Inc. (May 10, 2011), in substantially the form presented at this meeting, be, and it hereby is, approved; and be it further

RESOLVED, that the proper officers and employees of the Company be, and each hereby is, authorized to take any and all actions, including to execute any and all documents, to effectuate the purposes and intent of the foregoing resolution or resolutions, consistent with and subject to any other specific authority delegated by the Board.

Delegation of Authority from the Board of Directors to the Chief Executive Officer of CA, Inc.

Excerpt 2

Other

Commercial Sales Agreements and other agreements, commitments, reports and filings in the ordinary course of business.

Excerpt 3

Implied Authorities

- 7. The Chief Executive Officer is authorized to take all necessary and appropriate actions to implement and effectuate the purpose and intent of this Policy, including, without limitations:
 - a. establishing policies and procedures to ensure the consistent application and implementation of this Policy, including for purposes of applying any transaction limits under this Policy, policies and procedures using reasonable assumptions and customary valuations to determine value;
 - b. delegation (including authority to sub-delegate and re-delegate unless expressly prohibited herein) of any authority granted herein to any officer or employee of the Company or of any Subsidiary, or to any team, committee or other group that includes such officers or employees;

Excerpt 4

1. Definitions:

<u>Commercial Sales or Services Agreements</u> means agreements between the Company and Third Parties or Related Entities providing for the use, licensing or distribution of Company products by such Third Parties or Related Entities.

Related Entity means, any corporation, partnership, joint venture or other entity in which the Company holds an interest, other than a Subsidiary.

Third Party means any entity other than the Company or any of its Related Entities or Subsidiaries.

EXHIBIT B

Delegations of Authority for Sales, Services, and Certain Marketing Agreements

Excerpt 1

Pursuant to this authority and subject to the terms of the Board DOA, the CEO hereby subdelegates authority with respect to pricing, discount approval, and approval of contractual terms and conditions (such subject matter to be determined by any person with the authority to sign, as described below), as they relate to Commercial Sales Agreements and agreements for the Company to provide funding, discounts or other support to Third Parties in their efforts to offer the Company's offerings for sale, license or distribution to customers ("Marketing Agreements"), to the officers and employees of the Company as set forth below.

Excerpt 2

Except where specifically indicated otherwise, the authority to approve transactions or decisions includes the authority to sub-delegate or re-delegate tasks or decisions within that authority. Except where specifically indicated otherwise, the authority to sign shall be delegated specifically to the Chief Financial Officer ("CFO") and his or her designees identified and named as Company signatories in any separate written sub-delegation of authority for the execution and delivery of Commercial Sales Agreements and Marketing Agreements executed from time to time by the CFO and approved by the General Counsel, the Corporate Secretary or any Assistant Secretary of the Company.

Excerpt 3

Capitalized terms used but not defined herein have the meanings assigned to them in the Board DOA.

EXHIBIT C

Subdelegation of Authority for Execution of Sales or Services Agreements

Excerpt 1

The following terms used in this document shall have the following meanings:

- a. "TAP" means the Transaction Approval Process approved by the CFO, EVP and Group Executive, Worldwide Sales and Services, EVP and Group Executive, Enterprise Solutions and Technology Group, EVP and Group Executive, Mainframe and Customer Success Group, and EVP and General Counsel as in force and posted on the CA Intranet at the time of execution.
- b. "Commercial Sales or Services Agreements" means agreements between the Company and Third Parties or Related Entities providing for the use, licensing or distribution of Company products by such Third Parties or Related Entities.
- c. "Related Entity" means any corporation, partnership, joint venture or other entity in which the Company holds an interest, other than a Subsidiary.
- d. "Third Party" means any entity other than the Company or any of its Related Entities or Subsidiaries.

Excerpt 2

By subdelegation dated August 1, 2009 or such other subdelegation that amends or supersedes the existing subdelegation, the CEO delegated to the CFO the authority to subdelegate or redelegate the authority to enter into Sales or Services Agreements on behalf of the Company (the "Sales DOA"). Pursuant to this authority, the undersigned hereby subdelegates authority to enter into Sales or Services Agreements on behalf of the Company with Third Parties or Related Entities after receipt of evidence of the requisite approvals under the Sales DOA and TAP to the officers and employees of the Company to the individuals set forth below; provided, however, that the authority to enter into Sales or Services Agreements on behalf of the Company with the Israeli Ministry of Defense under this subdelegation is limited to Redacted, Patrick Hofstetter, Redacted, Redacted and Redacted Redacted.

Redacted	Redacted	Redacted
Redacted	Redacted	Redacted
Redacted	Redacted	Redacted
Redacted	Redacted	Maria T. Speciale
Redacted	Redacted	Redacted
Redacted	Redacted	Redacted
Redacted	Redacted	Redacted
Redacted	Redacted	Redacted
Redacted	Redacted	Redacted
Redacted	Redacted	Redacted
Redacted	Redacted	Redacted
Redacted	Redacted	Redacted
Redacted	Redacted	Redacted
Redacted	Redacted	Redacted
Redacted	Redacted	Redacted
Redacted	Redacted	Redacted
Redacted	Redacted	Redacted
Redacted	Redacted	
Redacted	Redacted	

SUBDELEGATION OF AUTHORITY FOR EXECUTION OF SALES OR SERVICES AGREEMENTS

By resolutions adopted on May 10, 2011 or such other resolutions that amend or supersede the existing resolution as may be adopted from time-to-time, the Board of Directors of CA, Inc. (the "Company") delegated to the Chief Executive Officer ("CEO") of the Company the authority (including the authority to subdelegate and redelegate such authority) to enter into Sales or Services Agreements with Third Parties or Related Entities.

The following terms used in this document shall have the following meanings:

- a. "TAP" means the Transaction Approval Process approved by the CFO, EVP and Group Executive, Worldwide Sales and Services, EVP and Group Executive, Enterprise Solutions and Technology Group, EVP and Group Executive, Mainframe and Customer Success Group, and EVP and General Counsel as in force and posted on the CA Intranet at the time of execution.
- b. "Commercial Sales or Services Agreements" means agreements between the Company and Third Parties or Related Entities providing for the use, licensing or distribution of Company products by such Third Parties or Related Entities.
- c. "Related Entity" means any corporation, partnership, joint venture or other entity in which the Company holds an interest, other than a Subsidiary.
- "Third Party" means any entity other than the Company or any of its Related Entitles or Subsidiaries.

By subdelegation dated August 1, 2009 or such other subdelegation that amends or supersedes the existing subdelegation, the CEO delegated to the CFO the authority to subdelegate or redelegate the authority to enter into Sales or Services Agreements on behalf of the Company (the "Sales DOA"). Pursuant to this authority, the undersigned hereby subdelegates authority to enter into Sales or Services Agreements on behalf of the Company with Third Parties or Related Entities after receipt of evidence of the requisite approvals under the Sales DOA and TAP to the officers and employees of the Company to the individuals set forth below; provided, however, that the authority to enter into Sales or Services Agreements on behalf of the Company with the Israeli Ministry of Defense under this subdelegation is limited to Alian Clayton, Patrick Hofstetter, Vincent F, Villano, Paul Phelan and Raymond Sommerstad Dorothy Urbancik.

George Applebee	Kathryn Jansen-Weich	Steven Schildt
Shaila Ahmed	Catherine Kennedy	Jean Schultz
Wendy Beam	Lisa A. Kiefer	Raymond Sommerstad
Peter J. Bordonaro	Timothy Lyons	Maria T. Speciale
Carmella Bythrow	Erin Macchio	Izabela Spinazzola
Joseph J. Carlino	Daniel MacLaughlan	James W. St. Cin
Bonnie A. Cergol	Louise Macleish	Joseph Starpoli
Annie Cheng-Chu	Jennifer May	Glenn Steine
Helena Chow	Sean McCaffrey	Dorothy Urbancik
Ailan R. Clayton	April Meola-Smirnoff	Price Varty
Ann Michele Costello	Rosa Murphy	Vincent F. Villano
Vicki De Lucia	Colleen Nieves	Sharon Vrona
Kimberly Edwards	Roger Nords	Mary Welr
Susan Greenway	Earnest Pearson	Jacqueline Wentz
Joyce Harding	Margaret Persan	Debble Westerman
Marie Hastings	Tina Ratcliff	Anthony 5. Wilson
Mada Hill-Winston	Matthew B. Richbourg	Joseph J. Zambryski
Patrick J. Hofstetter	Cidalina Rivera	
Christal R. Humin	Irina Safarcheva	

Copyright \bigcirc 2015 CA, Inc. All rights reserved. CA, Inc. confidential and proprietary information for CA, Inc. internal use only. No unauthorized copyling or distribution permitted.

Brendan Peter is authorized to sign lobbying disclosure filings at the federal and state levels in the US and EMEA, and to sign contracts with outside firms to support such filings in the US and EMEA.

This Subdelegation of Authority for Execution and Delivery of Sales or Services Agreements (the "Execution DOA") shall be updated from time-to-time and the then-current copy shall be posted on the CA Intranet along with all other current delegations of authority.

Dated: May 27, 2015

Richard J. Beckert

Executive Vice President and Chief Financial Officer

CA, Inc.

HIS CERTIFICATE IS ISSUED AS A	MATTER	ATE OF L	ONLY AND	CONFERS	O RIGHTS	UPON THE CERTIFIC	LTE HOLDER, THIS
ERTIFICATE DOES NOT AFFIRMATI ELOW. THIS CERTIFICATE OF INSI EPRESENTATIVE OR PRODUCER, A	LIRANCE	DOES NOT CONST	TITUTE A C	NO OR ALT ONTRACT E	er the Co Netween t	verage afforded He issuing insure:	BY THE POLICIES R(S), AUTHORIZED
MPORYANT: If the certificate holder in SUBROGATION IS WAIVED, subject his certificate does not corder rights t	s on ADD to the to	TIONAL INSURED, Irms and condition	the policy(h	cy, certain p	iolicies may		
CUCEN			E CONT				
n Bisk Services Mortheast, IRC I York MY Office		•	及是		281-7122	∭ ms 200-	161-0101
Water Street y yerk My 10036-3551 USA			2000	12			
			1	946	UNEXIL APPO	ROBED COVERAGE	ME
46			POPUNE		tempshire 1		23841
Inc. and all Subsidiaries computer Associates Plaza						fire Ins Co of Fitt	
andia MY 11749 USA			1444			a of the State of P mal Insurance Co	23427
•			PROVINCE DATE: THE			Casualty Insurance	
			mune			research Titles and	
VERAGES CER	THICATE	NUMBER: 570051	618512		Ř	EVISION NUMBER:	
A STATE OF THE PARTY OF THE PAR	ASTURIE	THE RESERVE	W10017 T 1	N ISSUED TO	THE MSUA	SO HALLED ABOVE FOR	THE POLICY PERIOD
RE IS TO CERTIFY THAT THE POLICES DICATED, NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY							TO ALL THE TERMS,
CLUSIONS AND CONDITIONS OF BUCK	POLICES	LIMITE SHOWN MA	Y HAYE COL	REDUCED	IT FAID CLAI	43. Limits (sydnet but he Ledmony
TYPE OF PROPARCE		POLICY MAN GL3796570				EACH OCCUPATIONS	fre 52,000,00
X COMMERCIAL GENERAL LINES (TV	1 1	GC3796370		04/04/1020	21,411,1211	Demog 10 MUNTED	\$1,000,00
Chemos X occa		ĺ			ł	PRIVATE EARTH N	\$10,00
_		ļ				PERSONAL & ACY HANGY	11,000,00
J	1 1]				GENERAL AGGREGATE	13,000,00
SEIN MOCREMATE LIBET MPLES HER						PRODUCTS - COMPANY ADD	+
OTHER MORETTY		CA 3134126	<u></u> .	04/61/2014	94/91/19D	COMMENTS BACKE LANT	11,000,00
	1 1	(CA, MY) CA 3434121		04/01/2016	94/01/2017		1
MARY AUTO	1 1	(MA)			,	SCOLY PLANTY Per punished	
AUTOS CHLY AUTOS		ł		}		PHOPPHY SAME	T
HUND WILLOW CHITA	}						
X UMBRELLAUME T COCCUR		xxxxx27967978001		04/01/2016	64/61/2017	EACH DOCUMENCE	\$3,000,00
DISTRICTE CAMENOE	ļ, [ł		AGGREGATE	15,000,00
DED I RETERIOR \$10,000	1 1	j			•		
WORKERS CONFIDENCINON AND		HC013319332		M/01/2016	04/01/2017	X STATUTE OF	r _
STRATEGISTRALITY ANY PROPERTIES / PARTIES / DESIGNAL OFFICE ANNUAL STREET	11	(AOS)	malies ter	a & condi	ions	E L EACH ACCOUNT	\$1,000,00
	MIA	Back applies par				EL DEMANE LA EMPLOYER	11,000,00
PARCHIPTION OF OPERATIONS below						ET DISEMENOUS INT	31,000,00
	1 1	í		ĺ	ì	ı	}
ĺ	1 1	1		L			
error of oreactions (Locations (Mines a of New Hampshire Office of Ir	LI INCONO	191, Additional Flamerica S	chedula, may be	maria de la maria	apara la require	a shala labaresa	
e of New Hampshire Office of Ir	STOPMETER	M ISCUMPIONS IN	113645 65 6	IN MORITION	a. 11/20/40	to their interest	
ITHICATE HOLDER			CANCELL	NOITA			
			SHOULD A	M DATE THEM	MOVE DESCRI OF, ROTOL W	OUT POLICILL ME CANCE LL DE DELARRES DI ACC	SECOND WITH THE
trata of Nav Mannchire				ENELSERIATIN	<u> </u>		
State of New Mampshire Office of Information Techni	e logy		1				_
27 Hazen Drive						en Kallant	

Energy to ACORD corporation. All rights reserved.

The ACORD name and logo are registered marks of ACORD

ACORD 25 (2018/03)





STATE OF NEW HAMPSHIRE DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301 Fax: 603-271-1516 TDD Access: 1-800-735-2964 www.nh.gov/doit

Denis Goulet

APROLLEG 11:15 590

February 23, 2016

Her Excellency, Governor Margaret Wood Hassan and the Honorable Executive Council State House Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Information Technology (DoIT) to exercise a contract amendment with Computer Associates, Inc. (CA) of Islandia, New York (Vendor #174878) on behalf of the Department of Health and Human Services to increase the contract (PO # 1002001) amount by \$31,395, from \$5,254,312 to \$5,285,707 effective upon Governor and Council approval through June 30, 2016. This agreement was originally approved by the Governor and Executive council as a result of Contract 2009-007, on June 4, 2008, Item #4, subsequently amended on June 17, 2009, Item #16; June 23, 2010, Item #20, June 19, 2013, Item #17; July 2, 2014 Item 1A. The Contract end date remains June 30, 2016.

Funds are available for State Fiscal Year 2016 in the following account, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified without Governor and Executive Council Approval. Source of Funds: 60% General, 40% Federal

SFY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME	JOB#	AMOUNT	
5F Y	CLASS CODE-ACCOUNT CODE - OBJ (ACCOUNT) DESC			
2016	01-03-03-030010-77030000- DolT- Central IT 038-500178- Software Mainframe/Network	03950047	\$31,395.00	
		TOTAL	\$ 31,395.00	

EXPLANATION

The purpose of this request is to upgrade the speed of the mainframe software which will run an updated mainframe serving DHHS. The mainframe upgrade was determined to be the most cost effective manner to meet the hardware requirements to support the Master Data Management software, which was selected to provide the software and database which the DHHS Call Center will rely upon.

The Vendor's proprietary software is used by the Department of Information Technology to monitor and manage the mainframe computing resources and to support software maintenance and development of applications for the Department of Health and Human Services; New England Child Support Enforcement System, New HEIGHTS (benefits eligibility), and Bridges. The software has proven reliable and is deeply integrated into the applications and the operations management.

The original contract consisted of multiple computer mainframe operation licenses, some expiring before the main contract end date of June 30, 2013. Amendments A and B extended sublicenses originally expiring before the original contract end date, for one year. Amendment C extended the contract end date from June 30, 2013 to June 30, 2016. Amendment D was due to increased the processing power of the existing mainframe.

Source of Funds: 60% General, 40% Federal

The Departments of Health and Human Services and Information Technology respectfully request your approval of this contract.

Respectfully submitted,

Denis Goulet Commissioner

DG/mh Contract 2009-007 RID 18225

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of Contract 2009-007, on June 4, 2008, Item #4, amended on June 17, 2009, Item #16, and on June 23, 2010, Item #20, and on June 19, 2013, Item #17 and on July 2, 2014, Item #1A (herein after referred to as the "Agreement"), CA, Inc. (hereinafter referred to as the "Vendor" or "CA") agreed to supply certain software products and maintenance services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department" or the "State"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 8.17: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Department wishes to increase the contract price by \$31,395 to bring the total contract to \$5,285,707

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

Contract Document, Contract Agreement: General Provisions is hereby amended as follows:

- 1. Amend Section 1.8 of the General Provisions of the Agreement: Price Limitation by increasing the amount by \$31,395 from \$5,254,312 to \$5,285,707.
- 2. Amend Exhibit A: Contract Deliverables of the Agreement by replacing Section 1.2A Amendment 4 Product Deliverables with Section 1.2B Amendment 5 Product Deliverables below:

1.2B Amendment 5 Product Deliverables

The table below details the specific licenses with CA that comprise the Enterprise License Agreement (ELA) for the period commencing July 1, 2008 through June 30, 2016.

Software Licenses - Office of Information Technology- Data Center	Fermerly Known As Software Licenses	Auth MIPS SFY 2016	Revised Auth MIPS SFY 2016	Op Sys	Lie Type
CA Endevor Software Change Manager	AllFusion CA Endevor Change Manager	SS3 MIPS	570 MIPS	MVS	UMF
CA Endevor Software Change Manager Automated Configuration	AllFusion CA Endevor Change Manager Automated Configuration Option	553 MIPS	570 MIPS	MVS	UMF
CA Endevor Software Change Manager for Mainframe Extended Processors	AllFusion CA Endevor Change Manager Extended Processors	553 MIPS	370 MIPS	MVS	UMF

Initial all pages

CA, Inc. Initials

DolT Contract Amendment

Page 1 of 7

	I A.S.				
CA Endevor Software Change	Option	1 553 14170	220 14100		1
	AllFusion CA Endevor	553 MIPS	570 MIPS	MYS	UMF
Manager External Security Interface	Change Manager Interface	1]		ł
Unicenter CA-JCLCheck	for External Security	+			
	Unicenter CA-JCLCheck	553 MIPS	370 MIPS	MVS	. UMF
Workload Automation	Utility	1			
CA One TAPE	Brightstor CA-1 Tape	553 MIPS	570 MIPS	MVS	UMF
MANAGEMENT	Management		<u> </u>		
	AllFusion CA-InterTest	553 MIPS	570 MIPS	MVS	UMF
CA InterTest Batch	Batch	<u>.) </u>	1		
	AllFusion CA-InterTest	553 MIPS	570 MIPS	MVS	UMF
CA InterTest for CICS	for CICS	1	1		<u>.l.</u>
	Unicenter Database	553 MIPS	570 MIPS	MVS	UMF
CA Database Analyzer® for	Analyzer for DB2 for	1	1		
DB2 for z/OS	1/OS	!			1
CA Detector® for DB2 for	Unicenter Detector for	553 MIPS	570 MIPS	MVS	UMF
z/OS	DB2 for z/OS	1			
CA Plan Analyzer for DB2 for	Unicenter Plan Analyzer	553 MIPS	570 MIPS	MVS	UMF
z/OS	for DB2 for z/OS	1	[]		
CA RC/Migrator for DB2 for	Unicenter RC/Migrator	553 MIPS	570 MIPS	. MVS	UMF
2/OS	for DB2 for z/OS	1	1		
CA RC/Query for DB2 for	Unicenter RC/Query for	553 MIPS	570 MIPS	MVS	UMF
#OS	DB2 for z/OS	333 1411 3	1 3/0 ///// 3	1443	0
CA RC/Update for DB2 for	Unicenter RC/Update for	553 MIPS	570 MIPS	MVS	UMF
#OS		333 MIL2	370 MIES	MA 2	UMIE
	DB2 for z/OS	 	1		-
Software Licenses -	Formerly Known As	Auth	Auth	Op Sys	Lic
Department of Information	Software Licenses	MIPS	MIPS		Type
Technology/Department of	1	SFY 2016	SFY 2016		
Safety	 	<u> </u>	 	VSE	
CA Dynam /D Disk	Brightstor CA- Dynam/D	Retired	Retired	AZE	UMF
Management *	Disk Management		 		1
					3.55.4.0
	Brightstor CA-Dynam/T	Retired	Retired	VSE	UMF
Management*	Tape Management				1
Management ^a CA Easytrieve Plus Report	Tape Management Unicenter CA-Easytrieve	Retired Retired	Retired Retired	VSE	UMF
Management ^a CA Easytrieve Plus Report	Tape Management Unicenter CA-Easytrieve Plus Report Generator	Retired	Retired	VSE	UMF
Management* CA Easytrieve Plus Report Generator*	Tape Management Unicenter CA-Easytrieve Plus Report Generator Brightstor CA-	Retired	Retired		1
Management ^a CA Easytrieve Plus Report	Tape Management Unicenter CA-Easytrieve Plus Report Generator	Retired	Retired	VSE	UMF
Management* CA Easytrieve Plus Report Generator* CA MASTERCAT VSAM	Tape Management Unicenter CA-Easytrieve Plus Report Generator Brightstor CA-	Retired	Retired	VSE	UMF
Management* CA Easytrieve Plus Report Generator* CA MASTERCAT VSAM Catalog Management*	Tape Management Unicenter CA-Easytrieve Plus Report Generator Brightstor CA- MASTERCAT VSAM	Retired	Retired	VSE	UMF
Management* CA Easytrieve Plus Report Generator* CA MASTERCAT VSAM Catalog Management* CA Raps*	Tape Management Unicenter CA-Easytrieve Plus Report Generator Brightstor CA- MASTERCAT VSAM Catalog Management	Retired 171 MIPS	Retired 171 MIPS	VSE	UMF
Management* CA Easytrieve Plus Report Generator* CA MASTERCAT VSAM Catalog Management* CA Raps* CA Eaplore Performance	Tape Management Unicenter CA-Easytrieve Plus Report Generator Brightstor CA- MASTERCAT VSAM Catalog Management Unicenter CA-Raps Unicenter CA-Explore	Retired 171 MIPS Retired	Retired 171 MIPS	VSE VSE VSE	UMF
Management* CA Easytrieve Plus Report Generator* CA MASTERCAT VSAM Catalog Management* CA Raps* CA Explore Performance Management for CICS	Tape Management Unicenter CA-Easytrieve Plus Report Generator Brightstor CA- MASTERCAT VSAM Catalog Management Unicenter CA-Raps	Retired 171 MIPS Retired 171	Retired 171 MIPS Retired 171	VSE VSE VSE	UMF
Management* CA Easytrieve Plus Report Generator* CA MASTERCAT VSAM Catalog Management* CA Raps* CA Explore Performance Management for CICS (VSE)*	Tape Management Unicenter CA-Easytrieve Plus Report Generator Brightstor CA- MASTERCAT VSAM Catalog Management Unicenter CA-Raps Unicenter CA-Explore Performance Management for CICS (VSE)	Retired 171 MIPS Retired 171	Retired 171 MIPS Retired 171	VSE VSE VSE	UMF
Management* CA Easytrieve Plus Report Generator* CA MASTERCAT VSAM Catalog Management* CA Raps* CA Explore Performance Management for CICS (VSE)* CA FAVER 2 VSAM Data	Tape Management Unicenter CA-Easytrieve Plus Report Generator Brightstor CA- MASTERCAT VSAM Catalog Management Unicenter CA-Raps Unicenter CA-Explore Performance Management for CICS (VSE) Brightstor CA-FAVER 2	Retired 171 MIPS Retired 171 MIPS	Retired 171 MIPS Retired 171 MIPS	VSE VSE VSE VSE	UMF UMF UMF
Management* CA Easytrieve Plus Report Generator* CA MASTERCAT VSAM Catalog Management* CA Raps* CA Eaplore Performance Management for CICS (VSE)* CA FAVER 2 VSAM Data Protection*	Tape Management Unicenter CA-Easytrieve Plus Report Generator Brightstor CA- MASTERCAT VSAM Catalog Management Unicenter CA-Raps Unicenter CA-Explore Performance Management for CICS (VSE) Brightstor CA-FAVER 2 VSAM Data Protection	Retired 171 MIPS Retired 171 MIPS	Retired 171 MIPS Retired 171 MIPS	VSE VSE VSE VSE	UMF UMF UMF
Management* CA Easytrieve Plus Report Generator* CA MASTERCAT VSAM Catalog Management* CA Raps* CA Explore Performance Management for CICS (VSE)* CA FAVER 2 VSAM Data Protection* CA Dynam /T Tape	Tape Management Unicenter CA-Easytrieve Plus Report Generator Brightstor CA- MASTERCAT VSAM Catalog Management Unicenter CA-Raps Unicenter CA-Explore Performance Management for CICS (VSE) Brightstor CA-FAVER 2 VSAM Data Protection Brightstor CA-Dynam/T	Retired 171 MIPS Retired 171 MIPS 171 MIPS	Retired 171 MIPS Retired 171 MIPS 171 MIPS	VSE VSE VSE VSE	UMF UMF UMF
Management* CA Easytrieve Plus Report Generator* CA MASTERCAT VSAM Catalog Management* CA Raps* CA Explore Performance Management for CICS (VSE)* CA FAVER 2 VSAM Data Protection* CA Dynam /T Tape	Tape Management Unicenter CA-Easytrieve Plus Report Generator Brightstor CA- MASTERCAT VSAM Catalog Management Unicenter CA-Raps Unicenter CA-Explore Performance Management for CICS (VSE) Brightstor CA-FAVER 2 VSAM Data Protection Brightstor CA-Dynam/T Tape Management	Retired 171 MIPS Retired 171 MIPS 171 MIPS 171 MIPS	Retired 171 MIPS Retired 171 MIPS 171 MIPS 171 MIPS 171 MIPS	VSE VSE VSE VSE VSE VSE VSE	UMF UMF UMF UMF
Management* CA Easytrieve Plus Report Generator* CA MASTERCAT VSAM Catalog Management* CA Raps* CA Explore Performance Management for CICS (VSE)* CA FAVER 2 VSAM Data Protection* CA Dynam /T Tape Management*	Tape Management Unicenter CA-Easytrieve Plus Report Generator Brightstor CA- MASTERCAT VSAM Catalog Management Unicenter CA-Raps Unicenter CA-Explore Performance Management for CICS (VSE) Brightstor CA-FAVER 2 VSAM Data Protection Brightstor CA-Dynam/T Tape Management Brightstor CA	Retired 171 MIPS Retired 171 MIPS 171 MIPS 171 MIPS 171 MIPS	Retired 171 MIPS Retired 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171	VSE VSE VSE VSE	UMF UMF UMF
Management* CA Easytrieve Plus Report Generator* CA MASTERCAT VSAM Catalog Management* CA Raps* CA Explore Performance Management for CICS (VSE)* CA FAVER 2 VSAM Data Protection* CA Dynam /T Tape Management*	Tape Management Unicenter CA-Easytrieve Plus Report Generator Brightstor CA- MASTERCAT VSAM Catalog Management Unicenter CA-Raps Unicenter CA-Explore Performance Management for CICS (VSE) Brightstor CA-FAVER 2 VSAM Data Protection Brightstor CA-Dynam/T Tape Management	Retired 171 MIPS Retired 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS	Retired 171 MIPS Retired 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS	VSE VSE VSE VSE VSE VM VM /	UMF UMF UMF UMF UMF
Management* CA Easytrieve Plus Report Generator* CA MASTERCAT VSAM Catalog Management* CA Eaplore Performance Management for CICS (VSE)* CA FAVER 2 VSAM Data Protection* CA Dynam /T Tape Management* CA VM:Backup*	Tape Management Unicenter CA-Easytrieve Plus Report Generator Brightstor CA- MASTERCAT VSAM Catalog Management Unicenter CA-Explore Performance Management for CICS (VSE) Brightstor CA-FAVER 2 VSAM Data Protection Brightstor CA-Dynam/T Tape Management Brightstor CA VM:Backup	Retired 171 MIPS Retired 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS	Retired 171 MIPS Retired 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171	VSE VSE VSE VSE VSE VSE VSE	UMF UMF UMF UMF
Management* CA Easytrieve Plus Report Generator* CA MASTERCAT VSAM Catalog Management* CA Eaplore Performance Management for CICS (VSE)* CA FAVER 2 VSAM Data Protection* CA Dynam /T Tape Management* CA VM:Backup*	Tape Management Unicenter CA-Easytrieve Plus Report Generator Brightstor CA- MASTERCAT VSAM Catalog Management Unicenter CA-Raps Unicenter CA-Explore Performance Management for CICS (VSE) Brightstor CA-FAVER 2 VSAM Data Protection Brightstor CA-Dynam/T Tape Management Brightstor CA VM:Backup eTrust CA VM:Secure	Retired 171 MIPS Retired 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS	Retired 171 MIPS Retired 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS	VSE VSE VSE VSE VSE VM VM	UMF UMF UMF UMF UMF UMF
CA Easytrieve Plus Report Generator* CA MASTERCAT VSAM	Tape Management Unicenter CA-Easytrieve Plus Report Generator Brightstor CA- MASTERCAT VSAM Catalog Management Unicenter CA-Explore Performance Management for CICS (VSE) Brightstor CA-FAVER 2 VSAM Data Protection Brightstor CA-Dynam/T Tape Management Brightstor CA VM:Backup	Retired 171 MIPS Retired 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS	Retired 171 MIPS Retired 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171	VSE VSE VSE VSE VSE VM VM /	UMF UMF UMF UMF UMF

Initial all pages
CA, Inc. Initials

Additional Software Licenses — Department of Safety	Formerly Known As Software Licenses	Auth MIPS SFY 2016	Auth MIPS SFY	Op Sys	Lie Type
CA Culprit for CA-IDMS*	Advantage CA-Culprit for	171	2016	VŠE	UMF
CA Culpin for CA45MS	CA-IDMS	MIPS	MIPS		
CA Dynam /D Disk Management*	BrightStor CA-Dynam/D Disk Management	171 MIPS	171 MIPS	VSE	UMF
CA Dynum /FI File	BrightStor CA-Dynam/FI	171	17l	VSE	UMF
Independence*	File Independence	MIPS	MIPS		
CA Dynam /T Tape Management*	BrightStor CA-Dynam/T Tabe Management	171 MIPS	171 MIPS	VSE	UMF
CA ADS for CA-IDMS*	Advantage CA-ADS for CA-IDMS	171 MIPS	171 MIPS	VSE	UMF
CA IDMS /DB*	Advantage CA-IDMS/DB Database	171 MIPS	17J MIPS	V\$E	UMF
CA IDMS OD A MA O-M-A	Advantage CA-IDMS/DB	171 MIPS	171 MIPS	V\$E	UMF
CA IDMS /DB Audit Option® CA IDMS DML Online	Database Audit Option Advantage CA-IDMS	171	171	VSE	UMF
Option*	Database DML Online Option	MIPS	MIPS		
CA IDMS /DC Option®	Advantage CA-IDMS/DC Transaction Server Option	H7I MIPS	171 MIPS	VSE	UMF
CA IDMS SQL Option*	Advantage CA-IDMS Database SQL Option	171 MIPS	171 MIPS	VSE	UMF
CA ADS Option for APPC*	Advantage CA-ADS Option for APPC	171 MIPS	171 MIPS	VSE	UMF
CA OLQ Online Query for CA-IDMS*	Advantage CA-OLQ Online Query for CA- IDMS	171 MIPS	171 MIPS	VSE	UMF
CA IDMS Performance Monitor Option®	Advantage CA-IDMS Database Performance Monitor Option	171 MIPS	171 MIPS	VSE	UMF
CA IDMS Server Option*	Advantage CA-IDMS Database Server Option	171 MIPS	171 MIPS	VSE	UMF
CA Explore Performance Management*	Unicenter CA-Explore Performance Management	171 MIPS	171 MIPS	V\$E	UMF
Distributed Product Salte- AllFusion Licensed Programs - Department of Health and Human Services- Data Center	Formerly Knows As Software Liceuses	Auth Users SFY 2016	Auth Users SFY 2016	Ор Ѕуі	Lic Type
CA Software Change Manager Named User	AllFusion CA Harvest Change Manager	175 Named Users*	175 Named Users*	NT	Регр
CA Software Change Manager Named User	N/A	260 Named Users	260 Named Users	NT	Регр
CA Software Change Manager Premium Edition Named Users	NA	40 Named Users	40 Named Users	NT	Perp
CA ERwin Data Modeler	AllFusion ERwin Data Modeler	10 Named Users	10 Named Users	NT	Perp

Initial all pages

CA, Inc. Initials XX

DolT Contract Amendment

Page 3 of 7

Office of Information Technology	Formerly Known As Software Licenses	Auth Licences SFY 2016	Auth Licenses SFY 2016	Op Sys	Ue Type
CA Spectrum Device Based Suite	N/A	2000 device license	2000 device license	All CA GA O/S	Perp
CA eHealth Device Pricing Without Database	N/A	2000 device Ilcense	2000 device license	All CA GA O/S	Perp

3. Amend Exhibit B: Price and Payment Schedule of the Agreement by deleting Section 1. DELIVERABLE PAYMENT SCHEDULE and replacing it with the section below:

1. DELIVERABLE PAYMENT SCHEDULE

1.1 Firm Fixed Price

This is a Firm Fixed Price (FFP) Contract in the total amount of \$5,285,707.

This Firm Fixed Price Contract includes the following:

Office of Information Technology	MVS product set	Usage rights specified on Exhibit A	July 1, 2013- June 30, 2016_
Dept. of Safety	VSE product set	Usage rights specified on Exhibit A	July 1, 2013- June 30, 2016
Office of Information Technology	CA Spectrum Products	Usage rights specified on Exhibit A	July 1, 2013- June 30, 2016
Dept. Of Health and Human Services	ALLFusion Products	Usage rights specified on Exhibit A	July 1, 2013- June 30, 2016
All Agencies	Application Delivery - New Products	Usage rights specified on Exhibit A	June 30, 2013- June 30, 2016

1. Supplemental License Fees (SLF) are one time fees for each MIPS capacity upgrade.

Supplemental Usage and Maintenance Fees (SUMF) are prorated for the year of the MIPS increase and charged annually thereafter for the term of the agreement.

In the event, the State may increase the Licensed MIPS Capacity during the Term above 500 MIPS upon prior written notice to CA and payment of CA's one-time supplemental license fee equal to \$1,726 for each additional MIPS (the "SLF"), plus an annual usage and maintenance fee equal to \$302 for each additional MIPS (the "SUMF").

In each instance, the Supplemental License Fee and Supplemental Usage and Maintenance fee shall be billable upon the State's giving notice to CA of its desire to increase the licensed MIPS Capacity. The State shall pay the fee within thirty (30) days after the upgrade is completed, notwithstanding any installment payment schedule for the initial license fee. The License Fee and Usage and Maintenance fee shall be prorated for the year of the increase and shall be payable in full thereafter.

Initial all pages

CA, Inc. Initials

1.1.1 Supplemental Fee Schedule for additional 17 MIPS in Amendment E:

Description	7/1/15- 6/30/16	Total
One Time Supplemental License Fee, Incremental MIPS	\$29,342	\$29,342
Annual Supplemental Usage & Maintenance Fee, Incremental MIPS from 3/9/16	\$2,053	\$2,053
Totals	\$31,395	\$ 31,395

1.2 Proposed Pay Stream for the Amendment E Additions to the Enterprise License Agreement

Enterprise	March 10, 2016-	TOTAL*
License	June 30, 2016	
Agreement	·	
Due Date *	Effective Date	
CA Software		
Renewal		
CA Software		
Change Manager.	l	
New Licenses		
Mainframe SLF	\$29,342	\$29,342
Mainframe SUME	\$2,053	\$2,053
Total	\$31,395	\$31,395

^{*}The date upon which CA may issue an invoice to the State, payable per contract exhibit BO3; invoicing.

4. Amend Exhibit B: Price and Payment Schedule of the Agreement by deleting Section 2. Total Contract Price and replacing it with the section below:

2. TOTAL CONTRACT PRICE

Notwithstanding anything in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments exceed \$5,285,707.

TABLE 1: Contract 2009-007E - License and Maintenance of Utility Software, Contract Amendment Descriptions



Initial all pages

CA, Inc. Initials_XIL

DolT Contract Amendment

Page 5 of 7

	CONTRACT TOTAL	* * * * * * * * * * * * * * * * * * * *	\$5,285,707
Amendment #2009-007E	Fifth Amendment	G&C Approval through June 30, 2016	\$31,395
Amendment #2009-007D	Fourth Amendment	January 1, 2014 through June 30, 2016	\$ 146,460
Amendment #2009-007C	Third Amendment	June 30, 2013 through June 30, 2016	\$ 2;229,611
Amendment #2009-007B	Second Amendment	July 1, 2010 through June 30, 2013	\$ 10,875
Amendment #2009-007A	First Amendment (A)	July 1, 2009 through June 30, 2013	\$ 9,977
Contract #2009-007	Original Contract	July 1, 2008 through June 30, 2013	\$ 2,857,389

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

CA, Inc.	Date: 2/29/1	<u>b</u> .
Corporate Signature Notarized: STATE OF		
COUNTY OF FAIR Fax		. 0
On this the 29 day of February 20 the undersigned Officer Lisa Kieffer Principal Sales Accounting of she/he, as such Principal Sales Accounting instrument for the purposes therein contained Principal Sales Accounting	CUATION authorized to do so	, a corporation, and that , executed the foregoing
IN WITNESS WHEREOF I hereunto sel my	hand and official scal.	
Notary Public/Justice of the Peace	STANTANTON	
My Commission Expires: 10/31/2014	MOREZIMANO	
(SEAL)	NUMBER ATER	
Initial all pages		
CA, Inc. Initials <u>XX</u>	WENTEN MOTOR COURS	ct Amendment Page 6 of 7

State of New Hampshire Denis Goulet, Commissioner Department of Information Technology Approved by the Attorney General (Form, Substance and Execution) State of New Hampshire, Department of Justice

DolT Contract Amendment

Page 7 of 7

Initial all pages

CA, Inc. Initials

CA. INC.

Certificate of Assistant Secretary

The undersigned, Lawrence M. Egan, Jr., being a duly authorized Assistant Secretary of CA, Inc., a Delaware corporation (the "Corporation"), hereby certifies that:

- Attached as Exhibit A is a true copy of (i) certain resolutions approving a delegation of authority (the "Board DOA") to the Chief Executive Officer of the Corporation, duly adopted by the Board of Directors of the Corporation at a meeting held on May 10, 2011; and (ii) a true copy of certain excepts of the Board DOA.
- Attached hereto as Exhibit B is a true copy of excerpts of a Delegation of Authority for Sales, Services, and Certain Marketing Agreements executed by the Chief Executive Officer of the Corporation as of August 25, 2015 (the "Sales DOA").
- Attached hereto as Exhibit C is a true copy of excerpts of a Subdelegation of Authority for
 Execution of Sales or Services Agreements executed by the Chief Financial Officer of the
 Corporation as of May 27, 2015 (the "Sales SubDOA" and, together with the Board-DOA and the
 Sales DOA, the "Delegation Authorizations").
- 4. The Delegation Authorizations have not been revoked and are now in full force and effect.
- The following persons have been duly appointed to the position(s) set forth opposite his or her name below:

Name

Title

Lisa Kiefer

Principal, Sales Accounting

IN WITNESS WHEREOF, the undersigned has signed this Certificate as of March 25, 2016.

Lawrence Egan
Assistant Secretar

STATE OF NEW YORK)

)ss.

COUNTY OF SUFFOLK)

On March 26, 2016 before me, personally came Lawrence M. Egan, Jr., to me known, who by me duly sworn, did acknowledge and swear that he is the Assistant Secretary of CA, Inc., the Corporation described in the foregoing Certificate, and that the contents of the foregoing are true and correct.

Suserine Shyder
Malay Public, State of New York
No. 018N8333004
Qualified in Nessau County
Commission Expires November 16, 80

EXHIBIT A

Resolutions Adopted by the Board of Directors at a Meeting Held on May 10, 2011

Excerpt 1

RESOLVED, that the policy re Delegation of Authority from the Board of Directors to the Chief Executive Officer of CA, Inc. (May 10, 2011), in substantially the form presented at this meeting, be, and it hereby is, approved; and be it further

RESOLVED, that the proper officers and employees of the Company be, and each hereby is, authorized to take any and all actions, including to execute any and all documents, to effectuate the purposes and intent of the foregoing resolution or resolutions, consistent with and subject to any other specific authority delegated by the Board.

Delegation of Authority from the Board of Directors to the Chief Executive Officer of CA, Inc.

Excerpt 2

Other

Commercial Sales Agreements and other agreements, commitments, reports and filings in the ordinary course of business.

Excerpt 3

Implied Authorities

- 7. The Chief Executive Officer is authorized to take all necessary and appropriate actions to implement and effectuate the purpose and intent of this Policy, including, without limitations:
 - a. establishing policies and procedures to ensure the consistent application and implementation of this Policy, including for purposes of applying any transaction limits under this Policy, policies and procedures using reasonable assumptions and customary valuations to determine value;
 - delegation (including authority to sub-delegate and re-delegate unless expressly prohibited herein) of any authority granted herein to any officer or employee of the Company or of any Subsidiary, or to any team, committee or other group that includes such officers or employees;

Excerpt 4

1. Definitions:

<u>Commercial Sales or Services Agreements</u> means agreements between the Company and Third Parties or Related Entities providing for the use, licensing or distribution of Company products by such Third Parties or Related Entities.

<u>Related Entity</u> means, any corporation, partnership, joint venture or other entity in which the Company holds an interest, other than a Subsidiary.

Third Party means any entity other than the Company or any of its Related Entities or Subsidiaries.

EXHIBIT B

Delegations of Authority for Sales, Services, and Certain Marketing Agreements

Excerpt 1

Pursuant to this authority and subject to the terms of the Board DOA, the CEO hereby sub-delegates authority with respect to pricing, discount approval, and approval of contractual terms and conditions (such subject matter to be determined by any person with the authority to sign, as described below), as they relate to Commercial Sales Agreements and agreements for the Company to provide funding, discounts or other support to Third Parties in their efforts to offer the Company's offerings for sale, license or distribution to customers ("Marketing Agreements"), to the officers and employees of the Company as set forth below.

Excerpt 2

Except where specifically indicated otherwise, the authority to approve transactions or decisions includes the authority to sub-delegate or re-delegate tasks or decisions within that authority. Except where specifically indicated otherwise, the authority to sign shall be delegated specifically to the Chief Financial Officer ("CFO") and his or her designees identified and named as Company signatories in any separate written sub-delegation of authority for the execution and delivery of Commercial Sales Agreements and Marketing Agreements executed from time to time by the CFO and approved by the General Counsel, the Corporate Secretary or any Assistant Secretary of the Company.

Excerpt 3

Capitalized terms used but not defined herein have the meanings assigned to them in the Board DOA.

EXHIBIT C

Subdelegation of Authority for Execution of Sales or Services Agreements

Excerpt 1

The following terms used in this document shall have the following meanings:

- a. "TAP" means the Transaction Approval Process approved by the CFO, EVP and Group Executive, Worldwide Sales and Services, EVP and Group Executive, Enterprise Solutions and Technology Group, EVP and Group Executive, Mainframe and Customer Success Group, and EVP and General Counsel as in force and posted on the CA Intranet at the time of execution.
- b. "Commercial Sales or Services Agreements" means agreements between the Company and Third Parties or Related Entities providing for the use, licensing or distribution of Company products by such Third Parties or Related Entities.
- c. "Related Entity" means any corporation, partnership, joint venture or other entity in which the Company holds an interest, other than a Subsidiary.
- d. "Third Party" means any entity other than the Company or any of its Related Entities or Subsidiaries.

Excerpt 2

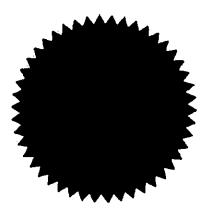
By subdelegation dated August 1, 2009 or such other subdelegation that amends or supersedes the existing subdelegation, the CEO delegated to the CFO the authority to subdelegate or redelegate the authority to enter into Sales or Services Agreements on behalf of the Company (the "Sales DOA"). Pursuant to this authority, the undersigned hereby subdelegates authority to enter into Sales or Services Agreements on behalf of the Company with Third Parties or Related Entities after receipt of evidence of the requisite approvals under the Sales DOA and TAP to the officers and employees of the Company to the individuals set forth below; provided, however, that the authority to enter into Sales or Services Agreements on behalf of the Company with the Israeli Ministry of Defense under this subdelegation is limited to Redacted, Redacted, Redacted and Redacted.

Redacted	Redacted	Redacted
Redacted	Redacted	Redacted
Redacted	Lisa Kiefer	Redacted
Redacted	Redacted	Redacted
Redacted	Redacted	Redacted
Redacted	Redacted	Redacted
Redacted	Redacted	Redacted
Redacted	Redacted	Redacted
Redacted	Redacted	Redacted
Redacted	Redacted	Redacted
Redacted	Redacted	Redacted
Redacted	Redacted	Redacted
Redacted	Redacted	Redacted
Redacted	Redacted	Reducted
Redacted	Redacted	Redacted
Redacted	Redacted	Redacted
Redacted	Redacted	Redacted
Redacted	Redacted	
Redacted	Redacted	

State of New Hampshire Bepartment of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CA, Inc. doing business in New Hampshire as CA - IT Management Software, a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on June 25, 1984. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 18th day of February, A.D. 2016

> William M. Gardner Secretary of State

ACORD CERT	ΠFIC	ATE OF L	IABIL	ITY IN	SURA	INCE		99900000000000000000000000000000000000
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF INSTRUMENTATIVE OR PRODUCER, A	MELY OF	R NEGATIVELY AM DOES NOT CONS CERTIFICATE HOLD	END, EXTE MUTE A C ER,	NO OR ALT	ER THE CO METWEEN T	VERAGE AFFORDED HE ISSUING INSURI	BY THE ER(S), AL	POLICIES UTHORIZED
MAPORTANT: If the certificate helder If SUBROGATION IS WAIVED, subject this certificate does not confer rights.	t to the I	terms and condition	us of the pical of Guich an	ky, certain (domement):	policies may	IAL (NSURED provisi require an endorses	come or be north A st	s endorsed. Idealent on
PROBLICER			200	et .				
Ann Eish Services Morshesst, Inc. New York MY Office			75-12	Pre: (864)	243-7122	没 ma 600	-161-0101	
199 Water Street			5:303					
New York NY 10038-3551 USA				P4	MERCE) MTO	RONIO COVERNOS		NAC 0
940.0(3)		•	mount		easpshire 1			23841
CA, Inc. and all Subsidiaries One Computer Associates Plaza			*****		· · · · · · · · · · · · · · · · · · ·	Fire Ine Co of Pil		
Islandia NY 11749 USA			POUND			o of the State of	M	KIE
			2000			AT INSUFANCE CO		23417
1			20100		Property &	Casualty Insurance	Co.	20699
COVERAGES CEN		E NUMBER: 570081	NOUNCE -	A.F:		EVENON HUMBER:		
THE IS TO CERTIFY THAY THE POLICIES NOCATED, HOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	OF WILL COURSEM PERTAIN, FPOLICIE	NAME LISTED SELD ENT, TERM OR CONDI THE INJURIANCE AF E. LIBETS SHOWN MA	THON OF AN	CONTRACT THE POUCE REQUEED I	OR OTHER I S DESCREE IY PAID CLAS	DOCUMENT WITH MES D HEREM IS SUBJECT VS. Limbs	TO ALL	LICY PERIOD WHICH THIS THE TERMS, MAR PROPERIOD
TIPE OF HOLDINGS	222	PRILICY HUM		****	S-07/6/	EACH OCCUPABING	arra	
E Z COMMERCIAL DENGRAL LIMBELY		&L3/963/D		04/81/3019	B470L/2017 	EACH OCCUMENCE UNEXCE TO RESTED		\$1,000,000
CAMENCE X OCCUR	1)	1		i	1	THE PERSON NAMED IN		\$1,000,000
]	ľ			1	MED EXP \$447 and persons	_	\$10,000
	1 1			l '	1	PERSONAL & ADV BLARY	 	31,000,000
CENT MOCHEOUTE LIMIT MAY BE SEN	1 1			ł	1	DEHERM MOSMESATE	- 	13,000,000
PRUCY DECT LOS				}	Ì	PRODUCTS - COMPION AS		33,000,000
A AUTOMOBER LIMBUTY		(CA, MY)				COMMENTO SHOULD CHAT		11,000,000
B X MAY MATO	1 1	CA 3434171		04/01/7016	04/01/2017	SCOLY HANKY (Per perse	•	
DAMED NITA DECACATED	} }	(m)		•] '	HOPERTY CHARGE	*	
HARD WLAN WONTONED		Ì		ŀ	İ	Pr 10003		
	╀┼┼	1200007987978001		04/01/1016	84/01/2017	EACH COCUMADICS		33,600,000
E Z VIENNELLALINE E DOCUM	1 []	ACCRECATE	1	15,000,000
CLOSS INS CYNN AVOE	4 1			l	ĺ		T	
A WONGAS COMPANATION MAD	╂╼╼╂╼╾	MC0)35318353		64/61/1616	64/61/2617	× More	7+	
		(A06)		l. .	l	E L. RACH ACCOUNT	4	11,000,000
Care Control Control Descript Hard Control	MIV	SIR applies per	POILCY TEL		119713	EL DOCADE LA ESPLOYE		11,000,000
E me de carde perter DEACHTION OF OPERATIONS before	} [l		 		EL DIBEAGE-POLICY LINET		\$1,000,000 -
The second secon	1						1	16
1	1 1			ŀ	1		1	.
DESCRIPTION OF OPERATIONS JUDICATIONS I WISE		D 191, Additional Section 5	Angel Bay be	Andre Fron	-	<u>. </u>		
State of New Mampshire Office of I	ofernati	on Technology (s	Ifsted as	ne addition	a) insured	as their interest	BIA TEE	wer. 👌
								1
								<u> </u>
								<u> </u>
						_		fi
CERTIFICATE HOLDER			CANCELL	HOITA				
· · · · · · · · · · · · · · · · · · ·			ETPRATO POLICY PI		MONE HEAD LOF, NOTICE W	ET DE DETMEND IN TO	CONCINCI MALED BY	PORE THE WITH THE
State of New Hampshire office of Information Tachn	#10gy	•		WITT THE BOARD				
17 HAZER BITTE CONTROL USA OFFICE OF TATEFARETON I SECTION OFFI 27 HAZER BITTE CONCARD IN 03301 USA OFFICE OF TATEFARETON I SECTION OFFI AM PLAN SECTION OFFI MAN SECTIO					Ĺ			

				•
	ATE OF LIAE			OATESMACOTTYTY)
THIS CERTIFICATE IS INSUED AS A MATTER (CERTIFICATE DOES NOT AFFIRMATIVELY OR BELOW. THIS CERTIFICATE OF INSURANCE I REPRESENTATIVE OR PRODUCER, AND THE CO	NEGATIVELY AMEND, ! DOES NOT CONSTITUTE	EXTEND OR ALTER	THE COVERAGE AFFORDED B	Y THE POLICIES
IMPORTANT: If the certificate helder is an ADDI If SLEROGATION IS WAIVED, subject to the te this certificate deep not confor rights to the certi-	rms and conditions of th Vicate holder in New of se	re policy, certain polich andorsamentis)."	Acies may require an endorsemen	e or be endersed. N. A statement on
PHODUCON ANN Hisk Services Martheast, Inc. Mew York My Office		CONTACT (966) 28	1-7U2 (44 page 100-)	63-0105
199 Mater Street Man york MY 10038-3551 USA	<u>}</u>	1,000 m	NEAG) AFTORODIG COVERAGE	
MILMED			epshire Ins Co	23441
CA, INC. and all Subsidiaries		MATTER & MATTER	ul Union Fire Inc Co of Picts	burgh 19445
One Computer Associates Plaza Islandia NY 31749 USA			surance Co of the State of M	
	Į.		is Matiemel Insurance Co	23417
		POLINER L: ACE PT	operty & casualty Insurance C	20699
	MUMBER: 57005161851		REVISION NUMBER:	
COVERAGES CERTIFICATE	MANAGERE STORE TO 1821	<u> </u>	THE BALL BEN HALLEN LANGE BOOK	E MI EV REBUT
THE B TO DERTHY THAT THE POLICIES OF HALL MAD NOCATED, HOTWITHSTANDING ANY REQUIREMENT CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, TEXTUREDUS AND CONDITIONS OF SUCH POLICIES.	IT, TERM OR CONDITION O	F ANY CONTRACT O	R OTHER DOCUMENT WITH RESPE DESCRISED HERSIN IS SUBJECT T	CT TO WHICH THE! O ALL THE TERMS,
EXCLUSIONS AND CONDITIONS OF SLICH POLICIES.	LENTE SHOWN MAY HAVE	REEN REDUCED BY	PAID CLAIMS. Limits at	tellinger to the pare
177 TITLE OF THE LAND CO.	POLICY HAMES		12 (21) (12)	
E A COMMERCIAL MEDICAL LIMITARY	C13796570		4701/2017 EACH DODARGENCE	\$1,000,000
CHINE HOE X OCCUR		1 [THE PART OF MANY PARTY.	11,000,000
		1 1	MED EXP play one pursue	\$10,000
<u> </u>		1 1	PERSONAL & ADV BLARTY	\$1,000,000
<u> </u>			GELERAL ADDAEDATE	13,000,000
GENT, ADDRESSATE LIMIT APPLIES PICK		[]	PRODUCTS - COMPAP ADD	11,000,000
I POLICY DATE LOS		1 1		
A automost Echael/TV	CA 3434120 (CA, MY)	DI/01/1014 G	4/61/2017 COLUMNIC CARCLE (AIT	11,000,000
. 🛏 📗 📗	CA 3434121	04/01/2016	4/01/2017 SOCAT MARY (Per person)	#
THE THE PLANT	(MA)		BOOK Y BLACKY (Per gardens)	
AUTOS CHEY AUTOS		1 1	PROPERTY BANGE	
HIPED AVISES HIGH CHIEF ALTON CHILY			<u> </u>	
	100627867878002		4/91/2017 (ACH OCCUPANICE	15,000,000
RUCCO X ORUALIZADBAN X 3	100G279679/BUUL	04/07/2010		15,000,000
CAND MAKE		1 1	AGGREGATE	33,000,000
OLD X RETRITION S U. 000			707933	
A WHITEHER COMPENSATION AND CARE DYES THE COMPENSATION AND CARE DESCRIPTION AND CARE DESCRIPT	PC0112131311	64761716146	^ INTANTE HA	
AN MARKETON /PM/INCR/ DROVING CO.	(AOS) SIR applies per polic	v terms & condict	ORS ELEACHACCOSHT	11,000,000
Principles (SCLIDES)	DEN SEPTION POLICE	,	EL, DISEASI LA EMPLOYEZ	11,000,000
CARCINETION OF OPERATIONS NAME			EL DEMANDA POLICY LIMIT	\$1,000,000
	 			
]]]		1 1	1	ny appear.
DESCRIPTION OF OPERATIONS / LDCATIONS / VEHICLES (ACONO 1	et delicari Taranda Belando			
State of Mer Hampshire Office of Information	Technology is listed	as an additional	I insured as their interest m	ny appear. 🔀
State to make promise the same or treatment in			·- ·- ·- ·	is.
				in the
				₽
				E

SHOULD ANY OF THE ABOVE DESCRIPTO TOLICES SE CANCELED SET ONE THE EXPENSION DATE THEREOF, NOTICE WELL SE DELIVERED SE ACCORDANCE WITH THE POLICY PROVISIONS.

Ann Rich Services Northwest Inc

CERTIFICATE HOLDER

State of New Hompshire Office of Information Technology 27 Hizem Brive Concord NN 03301 USA

CANCELLATION

MATHORETED REPRESENTATIVE



STATE OF NEW HAMPSHIRE DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301 Fax: 603-271-1516 TDD Access: 1-800-735-2964 www.nh.gov/doit

Peter C. Hastings Commissioner

June 18, 2014

Her Excellency, Governor Margaret Wood Hassen and the Honorable Council State House Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Information Technology to amend an existing agreement with Computer Associates, Inc.), One CA Plaza Islandia, New York 11749 (Vendor # 174878) on behalf of the Department of Health and Human Services for the provision of mainframe software licenses and maintenance by increasing the price limitation by \$148,480, from \$5,107,852 to \$5,254,312effective June 30, 2014 upon Governor and Executive Council approval with no change to the contract end date of June 30, 2016. The Governor and Executive Council approved the original contract on June 4, 2008 (Item # 4) Amendment #1 on June 17, 2009 (Item #16), Amendment #2 on June 23, 2010 (Item #20) and Amendment #3 on June 19, 2013 (Item #17) which extended the contract end date to June 30, 2016.

Source of Funds: 60% General, 40% Federal. Funding is available in the account listed below with the authority to adjust encumbrances in each of the State fiscal years if needed and justified.

CATY-DEPTY-AGENCYS-ACTIVITYS- ACCTG UNITY-DEPT NAME-AGENCY NAME-ACCTG UNIT NAME				
CLASS CODE-ACCOUNT CODE -CLASS FITLE	JOB#	SFY 2015	SFY 2016	Total AMOUNT
030-045-2924-034 - DHHS Capital Account	45139009	\$164,400	\$0	\$164,400
01-03-03-030010-77030000 - DoIT- Central IT Services 038-500230 - Software Lic / Maint	03950047	\$ 34,596	(\$52,536)	(\$17,940)
Total		\$198,996	(\$52,536)	\$146,460

Her Excellency, Governor Margaret Wood Hassen and Honorable Council June 18, 2014 Page 2

EXPLANATION

The purpose of this request is to amend an agreement with Computer Associates, Inc. in order to increase the processing power of the Vendor's proprietary software, which is used by the Department of Information Technology to monitor and manage mainframe computing resources. In order to do this, additional licenses must be purchased from the Vendor. The need to purchase additional processing power was anticipated in the current contract however recent legislative changes due to the ACA and the New Hampshire Medicald Expansion made it necessary purchase additional licenses in order to support increased demand for this processing power by the Department of Health and Human Services' New HEIGHTS application. This application must undergo upgrades, enhancements and technology migrations while maintaining mainframe system architecture that is responsive to users while this transition is underway.

The Vendor's proprietary software has been used by the Department of Information Technology monitor and manage the mainframe computing resources and to support software maintenance and development of applications for the Department of Health and Human Services; New England Child Support Enforcement System, New HEIGHTS (benefits eligibility), Bridges, New Hampshire Employment Security, DoIT Networks (NH IT Networks) and the Department of Safety (SPOTS database and DMV Applications). The software has proven reliable and is deeply integrated into the applications and the operations management.

The Vendor contract conforms to the Office of Information Technology Strategic Goal of Improving and Standardizing State Government Information Technology Infrastructure, specifically Software Procurement Streamlining, as documented in the New Hampshire Information Technology Plan 2005-2009, approved October 18, 2005 by the Governor and Executive Council.

The original contract, consisted of multiple computer mainframe operation licenses, some expiring before the main contract end date of June 30, 2013. Amendments A and B extended sublicenses originally expiring before the original contract end date, for one year. Amendment C extended the contract end date from June 30, 2013 to June 30, 2016. This Amendment D increases the processing power of the existing licenses but the contract end date remains June 30, 2016.

Should the Governor and Executive Council not approve this request, Department of Health and Human Services' software systems would not receive the support necessary to process client applications and maintain cases. The lack of systems support would negatively impact New Hampshire citizens seeking assistance and receiving benefits.

Area Served: Statewide

Source of Funds: 60% General, 40% Federal

The Departments of Health and Human Services and Information Technology respectfully request your approval of this contract.

Her Excellency, Governor Margaret Wood Hassen and Honorable Council June 18, 2014 Page 3

Respectfully submitted,

Nicholas A. Toumpas

Commissioner

Department of Health and Human

Services

Respectfully submitted,

Peter C. Hastings

Commissioner

Department of Information Technology

PCH/dcp RiDs #13427, 13428 Contract #2009-007D



27 Hazen Dr., Concord, NH 03301 Fax: 603-271-1516 TDD Access: 1-800-735-2964 www.nh.gov/doit

STATE OF NEW HAMPSHIRE DEPARTMENT OF INFORMATION TECHNOLOGY

Peter C. Hastings Commissioner

June 18, 2014

Nicholas A. Toumpas Commissioner Department of Health and Human Services 129 Pleasant Street Concord, NH 03301

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved the Department of Health and Human Services' request to enter into a \$146,460 contract amendment with CA, Inc. as described below and referenced as OIT No. 2009-007D.

This is a request to increase the processing power of the CA proprietary software products used by the Department of Information Technology to monitor and manage mainframe computing resources. In order to do this, additional licenses must be purchased from CA. The amendment increases the cost of the contract by \$146,460 from \$5,107,852 to \$5,254,312 upon Governor and Executive Council approval. Contract end date remains June 30, 2016.

This project is set forth in the New Hampshire Information Technology Plan dated October 18, 2005, Improving and Standardizing State Government IT Infrastructure, specifically Software Procurement Streamlining as identified in the Strategic Themes section, Priorities for Investment of IT Resources.

Please include this in the Department of Information Technology's submission to Governor and Council for approval.

Peter C. Hastings.

PCH/dcp OIT 2009-007D, RIDS 13427 and 13428

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of Contract 2009-007, on June 4, 2008, Item #4, amended on June 17, 2009, Item #16, and on June 23, 2010, Item #20, and on June 19, 2013, Item #17 (herein after referred to as the "Agreement"), CA, Inc. (hereinafter referred to as the "Vendor') agreed to supply certain software products and maintenance services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department") acting for the benefit of the Department of Employment Security, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 8.17: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Department wishes to increase the contract price by \$146,460 to bring the total contract to \$5,254,312;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

Contract Document, Contract Agreement: General Provisions is hereby amended as follows:

- 1. Amend Section 1.8 of the General Provisions of the Agreement: Price Limitation by increasing the amount by \$146,460 from \$5,107,852 to \$5,254,312.
- 2. Amend Exhibit A: Contract Deliverables of the Agreement by replacing Section 1.2A Amendment 3
 Product Deliverables with Section 1.2B Amendment 4 Product Deliverables below:

1.2B Amendment 4 Product Deliverables

The table below details the specific licenses with CA that comprise the Enterprise License Agreement (ELA) for the period commencing July 1, 2008 through June 30, 2016.

Software Licenses - Office of Information Technology- Data Center	Permerty Klowa As Software Licenses	Auth MIPS SEY 2014	Auth MIPS SFY 2015	Auth M1PS SFY 2016	Op Sys	Lic Type
CA Endevor Software Change Manager	AllFusion CA Endevor Change Manager	SOO MIPS	SS3 MIPS	553 MIPS	MVS	UMF
CA Endevor Software Change Manager Automated Configuration	AllFusion CA Endevor Change Manager Automated Configuration Option	300 MIPS	553 MIPS	SSEMIP S	MVŠ	UMF
CA Endevor Software Change Manager for Mainframe Extended Processors	AllFusion CA Endevor Change Manager Extended Processors Option	300 MIPS	553 MIPS	553MIP S	-MVS	UMF

Initial all pages

CA, Inc. Initials

DoiT Contract Amendment

Page Lof 8

CA Endevor Software Change	LANGUE CA FERRING	500	553 MIPS	T 440	MVS	7 34 35
Manager External Security	AllFusion CA Endevor	MDS	בחש רכנ	553	MAZ	UMF
i merisce	Change Manager Interface	M n.z	1	MIPS	1	1
Unicenter CA-JCLCheck	for External Security Unicenter CA-ICLCheck	100		 		-
1		1	553 MIPS	553	MVS	UMF
Workload Automation	Utility	MIPS		MIPS	 	
CA One TAPE	Brightstor CA-1 Tape	500	553 MIPS	553MIP	MVS	UMF
MANAGEMENT	Management	MDS	 	2		_
	AllFusion CA-InterTest	500	553 MIPS	553	MVS	UMF
CA InterTest Batch	Batch	MIPS	1	MIPS	l	
	AllFusion CA-InterTest	500	553 MIPS	553	MVS	UMF
CA InterTest for CICS	for CICS	_MIPS_	.I	MIPS	l	<u> </u>
	Unicenter Database	500	553 MIPS	SSOMIP	MVS	UMF
CA Database Analyzer® for	Analyzer for D82 for	MIPS		is	ł	
DB2 for z/OS	z/OS	1	1	1	l	
CA Detector® for DB2 for	Unicenter Detector for	500	55) MIPS	353	MVS	UMF
₽/OS	DB2 for z/OS	MIPS		MIPS]	••••
CA Plan Analyzer for DB2 for	Unicenter Plan Analyzer	500	553 MIPS	553	MVS	UME
2/OS .	for DB2 for z/OS	MDS	222 (1111 2	MIPS	1] """
CA RC/Mistrator for DB2 for	Uniconter RC/Misrator	500	553 MIPS	553	MVS	UMF
	for D82 for z/OS	MIPS) DO WILD	MIPS	MAA	Own
2/0\$		300	553 MIPS	553	MVS	UMF
CA RC/Query for DB2 for	Unicerser RC/Query for		כתוש נכנ		MVS	UMF
z/OS	DB2 for z/OS	MIPS_	1-22	MIPS		
CA RC/Update for DB2 for	Unicenter RC/Update for	500	553 MIPS	553MIP	MVS	UMF
z/QS	DB2 for z/OS	MIPS		<u></u>	ļ	
Software Liceases -	Permerly Known As	Aeth	Auth	Auth	Op Sys	Lic
Department of Information	Software Ligenses	MIPS	MIPS	MIPS	j	Туре
Technology/Department of	•	SFY	SFY 2015	SFY		
Sefety	<u> </u>	2014		2016	l	
Sefety CA Dynam /D Disk	Brightstor CA- Dynam/D	2014 Retired	Retired	2016 Retired	VSE	UMF
	Brightstor CA- Dynam/D Disk Management		Retired			
CA Dynam /D Disk Management *	Disk Management		Retired Retired		VSE VSE	UMF
CA Dynam/D Disk Management * CA Dynam/T Tape	Disk Management Brightstor CA-Dynam/T	Retired		Retired		
CA Dynam/D Disk Management * CA Dynam/T Tape Management*	Disk Management Brightstor CA-Dynam/T Tape Management	Retired	Retired	Retired		
CA Dynam /D Disk Management * CA Dynam /T Tape Management * CA Easytrieve Plus Report	Disk Management Brightstor CA-Dynam/T Tape Management Unicenter CA-Easytrieve	Retired Retired	Retired	Retired	VSE	UMF
CA Dynam/D Disk Management * CA Dynam/T Tape Management*	Disk Management Brightstor CA-DynamVT Tape Management Unicenser CA-Easytrieve Plus Report Generator	Retired Retired 171 MIPS	Retired 171 MIPS	Retired Retired	VSE	UMF
CA Dynam /D Disk Management * CA Dynam /T Tape Management * CA Easystieve Plus Report Generator*	Disk Management Brightstor CA-Dynam/T Tape Management Unicenter CA-Easytrieve Plus Report Generator Brightstor CA-	Retired Retired 171 MIPS 171	Retired 171 MIPS	Retired Retired 171	VSE	UMF
CA Dynam /D Disk Management * CA Dynam /T Tape Management* CA Easystieve Plus Report Generator* CA MASTERCAT VSAM	Disk Management Brightstor CA-Dynam/T Tape Management Unicenser CA-Easytrieve Plus Report Generator Brightstor CA- MASTERCAT VSAM	Retired Retired 171 MIPS	Retired 171 MIPS	Retired Retired	VSE	UMF
CA Dynam /D Disk Management * CA Dynam /T Tape Management * CA Easystieve Plus Report Generator*	Disk Management Brightstor CA-Dynam/T Tape Management Unicenter CA-Easytrieve Plus Report Generator Brightstor CA-	Retired Retired 171 MIPS 171 MIPS	Retired 171 MD'S - 171 MIPS	Retired Retired 171 M)PS	VSE VSE VSE	UMF UMF
CA Dynam /D Disk Management * CA Dynam /T Tape Management* CA Easystieve Plus Report Generator* CA MASTERCAT VSAM Catalog Management*	Disk Management Brightstor CA-Dynam/T Tape Management Unicenter CA-Easytrieve Plus Report Generator Brightstor CA- MASTERCAT VSAM Catalog Management	Retired Retired 171 MIPS 171 MIPS	Retired 171 MDPS 171 MIPS 171	Retired Retired 171	VSE	UMF
CA Dynam /D Disk Management * CA Dynam /T Tape Management* CA Easystieve Plus Report Generator* CA MASTERCAT VSAM Catalog Management* CA Rape*	Disk Management Brightstor CA-Dynam/T Tape Management Unicenter CA-Easytrieve Plus Report Generator Brightstor CA- MASTERCAT VSAM Catalog Management Unicenter CA-Raps	Retired Retired 171 MIPS 171 MIPS 171 MIPS	Retired 171 MDPS 171 MIPS 171 MIPS	Retired Retired 171 MIPS Retired	VSE VSE VSE	UMF UMF UMF
CA Dynam /D Disk Management * CA Dynam /T Tape Management * CA Easystieve Plus Report Generator * CA MASTERCAT VSAM Catalog Management * CA Rapa * CA Explore Performance	Disk Management Brightstor CA-Dynam/T Tape Management Unicenter CA-Easytrieve Plus Report Generator Brightstor CA- MASTERCAT VSAM Catalog Management Unicenter CA-Raps Unicenter CA-Explore	Retired Retired 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 171	171 MIPS -171 -171 -171 -171 -171 -171 -171 -17	Retired Retired 171 M1PS Retired	VSE VSE VSE	UMF UMF
CA Dynam /D Disk Management * CA Dynam /T Tape Management * CA Easystieve Plus Report Generator* CA MASTERCAT VSAM Catalog Management * CA Rape * CA Explore Performance Management for CICS	Disk Management Brightstor CA-Dynam/T Tape Management Unicenser CA-Easytrieve Plus Report Generator Brightstor CA- MASTERCAT VSAM Catalog Management Unicenter CA-Raps Unicenter CA-Explore Performance Management	Retired Retired 171 MIPS 171 MIPS 171 MIPS	Retired 171 MDPS 171 MIPS 171 MIPS	Retired Retired 171 MIPS Retired	VSE VSE VSE	UMF UMF UMF
CA Dynam /D Disk Management * CA Dynam /T Tape Management* CA Essystieve Plus Report Generator* CA MASTERCAT VSAM Catalog Management* CA Raps* CA Explore Performance Management for CICS (VSE)*	Disk Management Brightstor CA-Dynam/T Tape Management Unicenser CA-Easytrieve Plus Report Generator Brightstor CA- MASTERCAT VSAM Catalog Management Unicenter CA-Raps Unicenter CA-Raps Unicenter CA-Baplore Performance Management for CICS (VSE)	Retired Retired 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS	Petirod 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS	Retired Retired 171 MIPS Retired 174 MIPS	VSE VSE VSE VSE	UMF UMF UMF UMF
CA Dynam /D Disk Management * CA Dynam /T Tape Management* CA Expirieve Plus Report Generator* CA MASTERCAT VSAM Catalog Management* CA Raps* CA Explore Performance Management for CICS (VSE)* CA FAVER 2 VSAM Data	Disk Management Brightstor CA-Dynam/T Tape Management Unicenser CA-Easytrieve Plus Report Generator Brightstor CA- MASTERCAT VSAM Catalog Management Unicenter CA-Raps Unicent	Retired Retired 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS	171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS	Retired Retired 171 M1PS Retired 171 M1PS 171 M1PS	VSE VSE VSE	UMF UMF UMF
CA Dynam /D Disk Management * CA Dynam /T Tape Management* CA Easynieve Plus Report Generator* CA MASTERCAT VSAM Catalog Management* CA Raps* CA Explore Performance Management for CICS (VSE)* CA FAVER 2 VSAM Data Protection*	Disk Management Brightstor CA-Dynam/T Tape Management Unicenter CA-Easytrieve Plus Report Oenerator Brightstor CA- MASTERCAT VSAM Catalog Management Unicenter CA-Raps Unicenter CA-Raps Unicenter CA-Explore Performance Management for CICS (VSE) Brightstor CA-FAVER 2 VSAM Data Protection	Retired Retired 171 M1PS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS	171 MIPS - 171 - 171 - 171 - 171 - MIPS - 171 - MIPS - 171 - MIPS - 171 - MIPS	Retired Retired 171 M1PS Retired 174 M1PS 171 M1PS	VSE VSE VSE VSE VSE	UMF UMF UMF UMF
CA Dynam/D Disk Management * CA Dynam/T Tape Management* CA Easystieve Plus Report Generator* CA MASTERCAT VSAM Catalog Management* CA Rapa* CA Explore Performance Management for CICS (VSE)* CA FAVER 2 VSAM Data Protection* CA Dynam/T Tape	Disk Management Brightstor CA-Dynam/T Tape Management Unicenter CA-Easytrieve Plus Report Oenerator Brightstor CA- MASTERCAT VSAM Catalog Management Unicenter CA-Raps Unicenter CA-Explore Performance Management for CICS (VSE) Brightstor CA-FAVER 2 VSAM Data Protection Brightstor CA-Dynam/T	Retired Retired 371 MIPS 171 MIPS	171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS	Retired Retired 171 MIPS Retired 171 MIPS 171 MIPS 171 MIPS 171 171 171	VSE VSE VSE VSE	UMF UMF UMF UMF
CA Dynam /D Disk Management * CA Dynam /T Tape Management* CA Easynieve Plus Report Generator* CA MASTERCAT VSAM Catalog Management* CA Raps* CA Explore Performance Management for CICS (VSE)* CA FAVER 2 VSAM Data Protection*	Disk Management Brightstor CA-Dynam/T Tape Management Unicenter CA-Easytrieve Plus Report Oenerator Brightstor CA- MASTERCAT VSAM Catalog Management Unicenter CA-Raps Unicenter CA-Raps Unicenter CA-Explore Performance Management for CICS (VSE) Brightstor CA-FAVER 2 VSAM Data Protection	Retired Retired 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS	171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS	Retired Retired 171 MIPS Retired 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS	VSE VSE VSE VSE VSE VSE VSE VM	UMF UMF UMF UMF
CA Dynam/D Disk Management * CA Dynam/T Tape Management* CA Easystieve Plus Report Generator* CA MASTERCAT VSAM Catalog Management* CA Rapa* CA Explore Performance Management for CICS (VSE)* CA FAVER 2 VSAM Data Protection* CA Dynam/T Tape	Disk Management Brightstor CA-Dynam/T Tape Management Unicenter CA-Easytrieve Plus Report Oenerator Brightstor CA- MASTERCAT VSAM Catalog Management Unicenter CA-Raps Unicenter CA-Explore Performance Management for CICS (VSE) Brightstor CA-FAVER 2 VSAM Data Protection Brightstor CA-Dynam/T	Retired Retired 371 MIPS 171 MIPS	171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS	Retired Retired Retired 171 MIPS Retired 174 MIPS 171 MUPS 171 MUPS 171 MIPS 171	VSE VSE VSE VSE VSE	UMF UMF UMF UMF
CA Dynam/D Disk Management * CA Dynam/T Tape Management* CA Easystieve Plus Report Generator* CA MASTERCAT VSAM Catalog Management* CA Rapa* CA Explore Performance Management for CICS (VSE)* CA FAVER 2 VSAM Data Protection* CA Dynam/T Tape	Disk Management Brightstor CA-Dynam/T Tape Management Unicenter CA-Easytrieve Plus Report Generator Brightstor CA- MASTERCAT VSAM Catalog Management Unicenter CA-Raps Unicenter CA-Baptore Performance Management for CICS (VSE) Brightstor CA-Dynam/T Tape Management	Retired Retired 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS	171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS	Retired Retired 171 MIPS Retired 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS	VSE VSE VSE VSE VSE VSE VSE VM	UMF UMF UMF UMF UMF UMF
CA Dynam /D Disk Management * CA Dynam /T Tape Management * CA Easystieve Plus Report Generator * CA MASTERCAT VSAM Catalog Management * CA Rapa * CA Explore Performance Management for CICS (VSE) * CA FAVER 2 VSAM Data Protection * CA Dynam /T Tape Management *	Disk Management Brightstor CA-Dynam/T Tape Management Unicenser CA-Easytrieve Plus Report Generator Brightstor CA- MASTERCAT VSAM Catalog Management Unicenter CA-Raps Unicenter CA-Baplore Performance Management for CICS (VSE) Brightstor CA-FAVER 2 VSAM Data Protection Brightstor CA-Dynam/T Tape Management Brightstor CA	Retired Retired 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171	171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS	Retired Retired Retired 171 MIPS Retired 174 MIPS 171 MUPS 171 MUPS 171 MIPS 171	VSE VSE VSE VSE VSE VSE VSE VM	UMF UMF UMF UMF
CA Dynam /D Disk Management * CA Dynam /T Tape Management* CA Easystieve Plus Report Generator* CA MASTERCAT VSAM Catalog Management* CA Raps* CA Explore Performance Management for CICS (VSE)* CA FAVER 2 VSAM Data Protection* CA Dynam /T Tape Management* CA VM:Backup*	Disk Management Brightstor CA-Dynam/T Tape Management Unicenser CA-Easytrieve Plus Report Generator Brightstor CA- MASTERCAT VSAM Catalog Management Unicenter CA-Raps Unicenter CA-Baplore Performance Management for CICS (VSE) Brightstor CA-FAVER 2 VSAM Data Protection Brightstor CA-Dynam/T Tape Management Brightstor CA	Retired Retired 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS	171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS	Retired Retired 171 MIPS Retired 174 MIPS 171 MUPS 171 MUPS 171 MIPS 171 MIPS	VSE VSE VSE VSE VSE VSE VSE VM	UMF UMF UMF UMF UMF UMF
CA Dynam /D Disk Management * CA Dynam /T Tape Management * CA Easystieve Plus Report Generator * CA MASTERCAT VSAM Catalog Management * CA Rapa * CA Explore Performance Management for CICS (VSE) * CA FAVER 2 VSAM Data Protection * CA Dynam /T Tape Management *	Disk Management Brightstor CA-Dynam/T Tape Management Unicenter CA-Easytrieve Plus Report Generator Brightstor CA- MASTERCAT VSAM Catalog Management Unicenter CA-Raps Unicenter CA-Raps Unicenter CA-Baptore Performance Management for CICS (VSE) Brightstor CA-FAVER 2 VSAM Data Protection Brightstor CA-Dynam/T Tape Management Brightstor CA-Dynam/T Tape Management Brightstor CA VM:Backup	Retired Retired 171 M1PS 171 M1PS 171 M1PS 171 M1PS 171 M1PS 171 M1PS 171 M1PS 171 M1PS 171 M1PS 171	171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS	Retired Retired 171 MIPS Retired 174 MIPS 171 MUPS 171 MUPS 171 MIPS 171 MIPS 171	VSE VSE VSE VSE VSE VSE VSE VM	UMF UMF UMF UMF UMF UMF
CA Dynam /D Disk Management * CA Dynam /T Tape Management* CA Easystieve Plus Report Generator* CA MASTERCAT VSAM Catalog Management* CA Raps* CA Explore Performance Management for CICS (VSE)* CA FAVER 2 VSAM Data Protection* CA Dynam /T Tape Management* CA VM:Backup*	Disk Management Brightstor CA-Dynam/T Tape Management Unicenter CA-Easytrieve Plus Report Oenerator Brightstor CA- MASTERCAT VSAM Catalog Management Unicenter CA-Raps Unicenter CA-Raps Unicenter CA-Raps Unicenter CA-Explore Performance Management for CICS (VSE) Brightstor CA-FAVER 2 VSAM Data Protection Brightstor CA-Dynam/T Tape Management Brightstor CA VM:Backup	Retired Retired 371 MIPS 171 MIPS	171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS	Retired Retired 171 MIPS Retired 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS 171 MIPS	VSE VSE VSE VSE VSE VSE VM VM	UMF UMF UMF UMF UMF UMF UMF

Initial all pages
CA, Inc. Initials

Additional Software Licenses	Formerly Known As	Awth	Aeth	Anth	Op Sys	Lk
- Department of Safety	Software Licenses	MIPS	MIPS	MUPS		Туре
•		3FY 2014	SFY 2015	2016	İ	1
CA Culpril for CA-IDMS*	Advantage CA-Culprit for CA-IDMS	171 MIPS	171 MIPS	171 MIPS	VSE	UMF
CA Dynam /D Disk	BrightStor CA-Dynam/D	171	171	171	VSE	UMF
Management*	Disk Management	MIPS	MIPS	MIPS		
CA Dynam /Fl File	BrightStor CA-Dynam/FI	171	171	171	VSE	UMF
Independence*	File Independence	MIPS	MIPS	MIPS	<u> </u>	
CA Dynam /T Tape	BrightStor CA-Dynam/T	171	171	171	VSE	UMF
Management*	Tape Management	MIPS	MIPS	MIPS	<u></u>	
CA ADS for CA-IDMS*	Advantage CA-ADS for CA-IDMS	171 MIPS	171 MIPS	HIPS	VSE	UMF
CA IDM\$ /DB+	Advantage CA-IDM\$/D8 Database	MIPS	MIPS	171 MIPS	VSE	UMF
	Advantage CA-IDMS/DB	171	171	171	VSE	UMF
CA IDMS /DB Audit Option®	Database Audit Option	MIPS	MIPS	MIPS	1	
CA IDMS DML Online	Advantage CA-IDMS	171	171	171	VSE	'UMF
Option*	Database DML Online Option	MIPS	MIPS	MIPS		
CA IDMS /DC Option*	Advantage CA-IDMS/DC Transaction Server Option	171 MIPS	171 MIPS	171 MIPS	VSE	UMF
CA IDMS SQL Option*	Advantage CA-IDMS	171	171	171	VSE	UMF
<u> </u>	Database SQL Option	MIPS	MIPS	MIPS	L	
CA ADS Option for APPC*	Advantage CA-ADS Option for APPC	171 MIPS	171 MIPS	171 MIPS	VSE	UMF
CA OLQ Online Query for CA-IDMS*	Advantage CA-OLQ Online Query for CA- IDMS	171 MIPS	171 MIPS	171 MIPS	VSE	UMF
CA IDMS Performance Munitor Option*	Advantage CA-IDMS Database Performance Monitor Option	171 MIPS	17t MIPS	171 MIPS	VSE	UMF
CA IDMS Server Option®	Advantage CA-IDMS	171	171	171	VSE	UMF
	Database Server Option	_MTPS	MIPS	MIPS		
CA Explore Performance Management ^a	Unicenter CA-Explore Performance Management	171 MIPS	171 MIPS	H71 MIPS	VSE	UMF
Distributed Product Sains- AllFusion Licensed Programs - Department of Health and Human Services- Data Center	Fermerly Kaowa As Software Licenses	Auth Users SFY 2014	Auth Users SFY 2015	Auth Users SFY 2014	Op Syı	Lic Type
CA Software Change Manager Named User	AllFusion CA Harvest Change Manager	175 Named Users*	175 Named Users*	175 Named Users*	NT	Регр
CA Software Change Manager Named User	N/A	260 Named Users	260 Named Users	260 Named Users	NT	Perp
CA Software Change Manager Tremium Edition Named Users	N/A	40 Named Users	40 Named Users	40 Named Users	NT	Регр
CA ERwin Data Modelor	AllFusion ERwin Data Modeler	10 Named Users	10 Named Users	10 Named Users	NT	Perp

Initial all pages CA, Inc. Initials

Office of Information Technology – MIGRATION PRODUCTS	Formerly Knows As Software Literatus	Auth Licences SFY 2014	Auth Licences SFY 2015	Auth Literasu SFY 2016	Ор Ѕуч	lk Typa
CA Spectrum Infrastructure Manager Fault Tolerant License	CA Spectrum Fault Tolerant License	l Tierless Lioense	Retired	Retired	NT	Perp
CA Spectrum Integrity Branch Unrestricted Device Management	CA Spectrum Integrity NOC Unrestricted Device Management	l Tierless License	Retired	Retired	NT	Perp
CA Spectrum Network Fault Manager BMC Remody Gateway	CA Spectrum Remody Getoway	Retired	Retired	Retired	ΝT	Perp
CA Spectrum Spectrowatch Editor for Infinity/Integrity	CA Spectrum SpectroWatch Editor for Infinity/Integrity	l Tierless Server	Retired	Retired	ти	Perp
CA Spectrum Infrastructure Manager Data Mgr with Report Gateway	CA Spectrum Data Manager with Report Gateway for Infinity/Integrity	Active No Mainten	Retired	Retirod	NT	Perp
CA Spectrum Single Concurrent Administrator License	CA Spectrum Single Concurrent Administrator License	5 Users.	Retired	Retired	דא	Perp
CA Spectrum Network Configuration Manager	CA Spectrum Configuration Manager for Infinity/Integrity	l Tierless Server	Retired	Retired	NT	Perp
CA Spectrum Level 1 Toolkit	CA Spectrum Level 1 Customization ToolkIt	l Ticricia Server	Retired	Retired	TN.	Perp
Office of Information Technology	Formerly Known As Software Licenses	Auth Licence 6 SFY 2014	Auth Licenom SFY 2015	Auth Licenses SFY 2016	Op Sys	Lik Type
CA Spectrum Device Based Suite	N/A	2000 device license	2000 device license	2000 device license	All CA GA CVS	Регр
CA eHealth Device Pricing Without Database	N/A	2000 device license	2000 device license	2000 device license	All CA GA O/S	Perp

*Licensee and CA acknowledge that (a) the Licensed Program CA Software Change Manager Named User (120 Named Users) (the "Migrated Licensed Programs") are CA's enhancements of CA Software Change Manager (20 concurrent users) (the "Original Program") and (b) these licenses for the Migrated Licensed Programs are granted in exchange for the termination of Licensee's previous licenses of the Original Program. Notwithstanding any current usage restrictions applicable to the Original Program, Licensee's use of the Migrated Licensed Programs shall be subject to the Authorized Use set forth in the above

3. Amend Exhibit B: Price and Payment Schedule of the Agreement by deleting Section 1. DELIVERABLE PAYMENT SCHEDULE and replacing it with the section below:

1. DELIVERABLE PAYMENT SCHEDULE

1.1 Firm Fixed Price

This is a Firm Fixed Price (FFP) Contract in the total amount of \$5,254,312.

Initial all pages

CA, Inc. Initials

DolT Contract Amendment

Page 4 of 8

This Firm Fixed Price Contract includes the following:

Office of Information Technology	MVS product set	Usage rights specified on Exhibit A	July 1, 2013- June 30, 2016
Dept. of Safety	VSE product set	Usage rights specified on Exhibit A	July 1, 2013- June 30, 2016
Office of Information Technology	CA Spectrum Products	Usage rights specified on Exhibit A	July 1, 2013- June 30, 2016
Dept. Of Health and Human Services	ALLFusion Products	Usage rights specified on Exhibit A	July 1, 2013- June 30, 2016
All Agencies	Application Delivery – New Products	Usage rights specified on Exhibit A	June 30, 2013- June 30, 2016

1. Supplemental License Fees (SLF) are one time fees for each MIPS capacity upgrade.

Supplemental Usage and Maintenance Fees (SUMF) are prorated for the year of the MIPS increase and

charged annually thereafter for the term of the agreement.

2. CA Dynam /D Disk Management (171 MIPS - VSE) and CA Dynam /T Tape Management (171 MIPS - VSE) for Department of Information Technology/Department of Safety are hereby terminated, subject to Customer's obligation to maintain the confidentiality of such products and to pay any outstanding fees due under such licenses.

- 3. CA Easytrieve Plus Report Generator (171 MIPS VSE) and CA Raps (171 MIPS VSE) for Department of Information Technology / Department of Safety shall have the term from July 1, 2013 to June 30, 2015.
- 4. The Licensed Programs in Office of Information Technology MIGRATION PRODUCTS are the Original Programs in Change Request Form # 5 effective 8/29/2012. Change Request Form # 5 allows the Department a maximum period of 1 year as a transition period for migration purposes therefore these Licensed Programs shall have a term to 4/23/2014.
- 5. Notwithstanding anything contained herein or in the License Agreement to the contrary, Licensee understands and acknowledges that CA Spectrum Infrastructure Manager Data Mgr with Report Gateway and CA Spectrum Network Fault Manager BMC Remedy Gateway (the "Unsupported Programs") are not currently supported by CA, which means that CA will not provide telephone support, fixes, enhancements, new releases or modifications of the Unsupported Program. Nonetheless, the parties desire to confirm in Licensee the right to continue to use the Unsupported Program as provided in Section 7. Licensee agrees that (a) CA has no obligation to provide any such maintenance, support, fixes, enhancements, new releases or modifications to the Unsupported Product; (b) no charge for same has been included in the fees payable under this agreement; and (c) CA's express warranty respecting the performance or operation of the Licensed Programs shall not apply to the Unsupported Program.
 - 6. Upgrade MIPS Capacity Supplemental Fees.

Upgrade Schedule:

- a. 1st Upgrade July 1, 2013 June 30, 2014 Increase by an additional 49 MIPS from 351 Licensed MIPS to 400 MIPS.
- b. 2rd Upgrade January 1, 2014 June 30, 2015 Increase by an additional 100 MIPS from 400 Licensed MIPS to 500 MIPS. There were two upgrades planned for FY15 and FY16 and these are now advanced to FY14.
 c. 3rd Upgrade July 1, 2014 June 30, 2016 Increase by an additional 53 MIPS from 500 Licensed MIPS to

553 MIPS.

Initial all pages
CA, Inc. Initials

DoIT Contract Amendment

Page 5 of 8

In the event, the State may increase the Licensed MIPS Capacity during the Term above 553 MIPS upon prior written notice to CA and payment of CA's one-time supplemental license fee equal to \$1,726 for each additional MIPS (the "SLF"), plus an annual usage and maintenance fee equal to \$302 for each additional MIPS (the "SUMF").

in each instance, the Supplemental License Fee and Supplemental Usage and Maintenance fee shall be billable upon the State's giving notice to CA of its desire to increase the licensed MIPS Capacity. The State shall pay the fee within thirty (30) days after the upgrade is completed, notwithstanding any installment payment schedule for the initial license fee. The License Fee and Usage and Maintenance fee shall be prorated for the year of the increase and shall be payable in full thereafter.

1.1.1 Supplemental Fee Schedule:

Description	9/1/13- 6/30/14	7/1/14- 6/30/15	7/1/14- 6/30/15	7/1/15- 6/30/16	Total
One Time Supplemental License Fee, Incremental MIPS	\$244,956	\$0	\$87,132	\$0	\$332,088
Annual Supplemental Usage & Maintenance Fee, Incremental MIPS	\$26,160	\$42,912	\$15,264	\$42,912 \$15,264	\$142,512
Totals	\$271,116	\$42,912	\$102,396	\$58,176	\$474,600

1.2 Proposed Pay Stream for the Enterprise License Agreement

Emerorise License Agreement	June 30, 2013 - June 30, 2014	July 1, 2013- June 30, 2014	Jan 1, 2014 - June 30, 2014	July 1, 2014 June 30, 2015	July 1, 2014 - June 30, 2015	July 1, 2015- June 30, 2016	TOTAL*
Due Date 4	6/30/2013	9/1/2013	2/1/2014	7/1/2014	7/1/2014	7/1/2015	
CA Software Renewal	\$573,726			\$573.725		\$551.520	\$1,693,971
CA Software Change Manager, New Licenses	\$67.500			\$67.500		\$67,500	\$202,500
Maintreme SLF		\$80,556	164,400		\$87,132		\$332.014
Maintrame SUMF		\$11,760	14,400	\$42.912	\$15,264	\$58,176	\$142.512
Total	\$641.226	592,316	\$178.800	\$684.137	\$102.396	\$677.196	\$2,376,071

^{*}The date upon which CA may issue an invoice to the State, payable per contract exhibit B03; invoicing.

7. Amend Exhibit B: Price and Payment Schedule of the Agreement by deleting Section 2. Total Contract Price and replacing it with the section below:

Initial all pages	
CA, Inc. Initials	TA

2. TOTAL CONTRACT PRICE

Notwithstanding anything in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments exceed \$5,254,312.

TABLE 1: Contract 2009-007A - License and Maintenance of Utility Software, Contract Amendment Descriptions

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	EFFECTIVE DATES	CONTRACT
Contract #2009-007	Original Contract	July 1, 2008 through June 30, 2013	\$ 2,857,389
Amendment #2009-007A	First Amendment (A)	July 1, 2009 through June 30, 2013	\$ 9,977
Amendment #2009-007B	Second Amendment	July 1, 2010 through June 30, 2013	\$ 10,875
Amendment #2009-007C	Third Amendment	June 30, 2013 through June 30, 2016	\$ 2,229,611
Amendment #2009-007D	Fourth Amendment	January 1, 2014 through June 30, 2016	\$ 146,460
	CONTRACT		\$5,254,312

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

CA, Inc.

Corporate Signature Notarized:

STATE OF

On this the Ad day of 1, 2014, before me 1, 2014, before me 1, 2014, before me 1, 2014, before me 2, 2014, before me 2, 2014, before me 2, 2014, before me 2, 2014, before me 2, 2014, before me 3, 2014, before me 2, 2014, before me 3, 2014,

Initial all pages
CA, Inc. Initials

DoIT Contract Amendment

Page 7 of 8

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Dedicie	Musicano
Notary Public/Jus	tice of the Peace

My Commission Expires: 6:33:15

Daserie Mesicaro

(SEAL)

Hotary Public, State of flaw York No. 5060920

Qualified in Sulfolk County

Commission Expires June 21, 19___ 201 5

State of New Hampshire

Peter C. Hastings, Commissioner

Department of Information Technology

Date: 5/28/19

Approved by the Attorney General (Form, Substance and Execution)

Date: 5/28/14

State of New Hampshire, Department of Justice

CA. INC.

Certificate of Assistant Secretary

The undersigned, Robert C. Yang, being a duly authorized Assistant Secretary of CA, Inc., a Delaware corporation (the "Corporation"), hereby certifies that:

- 1. Attached as Exhibit A is a true copy of (i) certain resolutions approving a delegation of authority (the "Board DOA") to the Chief Executive Officer of the Corporation, duly adopted by the Board of Directors of the Corporation at a meeting held on May 10, 2011; and (ii) a true copy of certain excerpts of the Board DOA.
- 2. Attached hereto as <u>Exhibit B</u> is a true copy of excerpts of a Delegation of Authority for Sales, Services, and Certain Marketing Agreements executed by the Chief Executive Officer of the Corporation as of August 1, 2009 (the "Sales DOA").
- 3. Attached hereto as <u>Exhibit C</u> is a true copy of excerpts of a Subdelegation of Authority for Execution of Sales or Services Agreements executed by the Chief Financial Officer of the Corporation as of January 29, 2014 (the "Sales SubDOA" and, together with the Board DOA and the Sales DOA, the "Delegation Authorizations").
- 4. The Delegation Authorizations have not been revoked and are now in full force and effect.
- 5. The following person has been duly appointed to the position(s) set forth opposite his or her name below along with his or her true signature:

<u>Name</u>	Office	Signature
Patrick J. Hofstetter	Director, Sales Accounting	e FE
in Witness whe		gned this Certificate as of May 32, 2014. State of May 32, 2014.
		ssistant Socretary
STATE OF NEW YORK)ss.)	
COUNTY OF SUFFOLK)	
On May 27 2014 1	before me personally came R	obert C. Yang, to me known, who by me duly

On May 22, 2014 before me, personally came Robert C. Yang, to me known, who by me duly sworn, did acknowledge and swear that he is the Assistant Secretary of CA, Inc., the Corporation described in the foregoing Certificate, and that the contents of the foregoing are true and correct.

WALTER JOHNSON
Notary Public - State of Hear Yerk
No. 02J0805864
Qualified in Nessau County
Ny Commission Expires Mar. 12 2015

EXHIBIT A

Resolutions Adopted by the Board of Directors at a Meeting Held on May 10, 2011

Excerpt 1

RESOLVED, that the policy re Delegation of Authority from the Board of Directors to the Chief Executive Officer of CA, Inc. (May 10, 2011), in substantially the form presented at this meeting, be, and it hereby is, approved; and be it further

RESOLVED, that the proper officers and employees of the Company be, and each hereby is, authorized to take any and all actions, including to execute any and all documents, to effectuate the purposes and intent of the foregoing resolution or resolutions, consistent with and subject to any other specific authority delegated by the Board.

Delegation of Authority

from the Board of Directors to the Chief Executive Officer of CA, Inc.

Excerpt 2

Other

Commercial Sales Agreements and other agreements, commitments, reports and filings in the ordinary course of business.

Excerpt 3

Implied Authorities

- 7. The Chief Executive Officer is authorized to take all necessary and appropriate actions to implement and effectuate the purpose and intent of this Policy, including, without limitations:
 - establishing policies and procedures to ensure the consistent application and implementation of this Policy, including for purposes of applying any transaction limits under this Policy, policies and procedures using reasonable assumptions and customary valuations to determine value;
 - delegation (including authority to sub-delegate and re-delegate unless expressly
 prohibited herein) of any authority granted herein to any officer or employee of the
 Company or of any Subsidiary, or to any team, committee or other group that includes
 such officers or employees;

EXHIBIT B

Delegations of Authority for Sales, Services, and Certain Marketing Agreements

Excerpt 1

Pursuant to this authority, the CEO hereby subdelegates authority with respect to product pricing, discount approval, and approval of contractual terms and conditions as they relate to Sales or Services to the officers and employees of the Company as set forth below.

Excerpt 2

Except where specifically indicated otherwise, the authority to approve transactions or decisions includes the authority to subdelegate or redelegate tasks or decisions within that authority, including "authority to sign" as defined below.

Excerpt 3

4. Definitions:

Authority to sign documents means that the employee has requisite authority to sign documents that commit or bind the Company to a legally enforceable obligation or benefit. Employees with signatory authority may not necessarily have approval/decisional authority. Any employee with signatory authority must ensure that all proposed transactions have received all requisite approvals prior to signing any documents that commit or bind the Company to transactions.

TAP means the Transaction Approval Process posted on QMS as amended from time to time.

<u>Commercial Sales or Services Agreements ("Sales or Services Agreements")</u> means agreements that allow for the use, licensing or distribution of Company products by Third Parties or Related Entities or the provision of services to Third Parties or Related Entities.

Related Entity means, with respect to any person, any subsidiary, entity in which such person has an equity interest of 20 percent or more, or relative of such person.

Third Party means any person including business entities, charitable organizations, governments, and governmental agencies and institutions, other than the Company or one of the Company's Related Entities.

Excerpt 4

Agreements Involving Initial Commitments For 5 Years or Less. Terms and conditions providing for the payment of license fees to the Company in agreements with an initial commitment term of five years or less shall be approved in accordance with the TAP.

Excerpt 5

Authority to sign Commercial Sales and Services Agreements containing standard terms approved by the persons in whom authority has been vested by this Delegation of Authority and/or the TAP shall be established by a separate Subdelegation of Authority for Execution and Delivery of Sales or Services Agreements (the "Execution DOA").

EXHIBIT C

Subdelegation of Authority for Execution of Sales or Services Agreements

Excerpt 1

The following terms shall have the meanings stated below:

- a. "TAP" means the Transaction Approval Process approved by the CFO, EVP and Group Executive, Worldwide Sales and Services, EVP and Group Executive, Enterprise Solutions and Technology Group, EVP and Group Executive, Mainframe and Customer Success Group, and EVP and General Counsel as in force and posted on the CA Intranet at the time of execution.
- b. "Commercial Sales or Services Agreements" means agreements between the Company and Third Parties or Related Entities providing for the use, licensing or distribution of Company products by such Third Parties or Related Entities.
- "Related Entity" means any corporation, partnership, joint venture or other entity in which
 the Company holds an interest, other than a Subsidiary.
- d. "Third Party" means any entity other than the Company or any of its Related Entities or Subsidiaries.

Excerpt 2

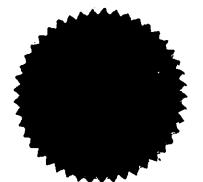
By subdelegation dated August 1, 2009 or such other subdelegation that amends or supersedes the existing subdelegation, the CEO delegated to the CFO the authority to subdelegate or redelegate the authority to enter into Sales or Services Agreements on behalf of the Company (the "Sales DOA"). Pursuant to this authority, the undersigned hereby subdelegates authority to enter into Sales or Services Agreements on behalf of the Company with Third Parties or Related Entities after receipt of evidence of the requisite approvals under the Sales DOA and TAP to the officers and employees of the Company of the individuals set forth below:

Redacted	Redacted	Redacted
Redacted	Redacted	Redacted
Redacted	Redacted	Reducted
Redacted	Redacted	Redacted
Reducted	Redacted	Redacted
Redacted	Reducted	Reducted
Redacted	Redacted	Redacted
Redacted	Redacted	Redacted
Redacted	Redacted	Redacted
Redacted	Redacted_	Redacted
Redacted	Redacted	Redacted
Redacted	Reducted	Redacted
Redacted	Redacted	Reducted
Reducted	Redacted	
Patrick J. Hofstetter	Redacted	

State of New Hampshire Bepartment of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CA, Inc. doing business in New Hampshire as CA - IT Management Software, a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on June 25, 1984. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 20th day of May, A.D. 2014

> William M. Gardner Secretary of State

	,	~	ten Southern		<i>6 7</i>			٨	Boje	of New Headships of Aribertalon Technology of Drive Arb 10110 He br	25,110	
	Ser Miles		004 19 08/07/LINE 28 CAND	PORSO SYDEN PR SONTON , NO.	SACIAN TIANS N	ALUCHE STANFOLD PRINCES						_
雾						CANCELL				ногреи	TIFICATE	73
14年7月12日12日12日12日12日12日12日12日12日12日12日12日12日1	1,000	ide Ava	i to Seanosin'i albers se	otopo d mage benuzni fa	and Tibbs A	as you ded on	a verseer measure, re 2 t vgo Cosel se T	1 CMC0	M 25	OFFICE OFFICE OF TARGET		212
			ELL DESCRIPTION LAND					┝╼┪		ENGTARING TO 10	SUPPLY OF	┖
	000'000'75		27.03.00 12.00.00 72			(61)	MOUNTELS COMD (No	l I		# 19.6 1000 ENGTHOSES		١.
	000,000,17		בר באפא אמנימפות	5102/10/10	9102/TO/HO		202509106	·	Y/N		-	۱ ۲
	000'000'TI					•	MOLEGIE COMO	1		OM NOTABICHIO		ĺ٧
			TO STUTATE RIPP X	\$102/10/PQ	D1 B5/ (0/ P0		T0/109T06		_	HOUSER	630	Г
							I	1 1		SOME COMMENSE	ESCORES	1
	000,000,258		STAGBROOM		l I			} }		NAME X SELLAN	SHAPE Y	١.
o	\$12,000,000		EVON OCCUMENCE	1107/10/19	PT02/T0/H0		9116/[/2200X	 	_			╆
Certificate					1					#OTUM #OTO	V 038461	1
7		I	SOUND VINSION		}			1 1		MATOS ACT	*****	1
			BOOKY PURKEY Pre patron		Į l	(₩	Artitamis osua	1	- 1	G37/1039/008 🖵 G99/	עוז פא	١.
8			Property (Per parent)	\$162/\$0/P0	P102/10/P0		\$0-15091-06	łΙ		۵ م	NA MA 🗍 🐰	١'
ä			C. 14400		1	(SOV	ANTO LÍABITITY (1 1		AUTHOR!!	THOROUS V	Ι,
9	000,000,12		THE LEGIS LEGISLO	\$107/10/pd	9102/10/PG	<u> </u>	PO-2509T-06	┢╾╂	-		γ≥ uo [┢
570053812853								1		~~ _ \max_	} —	i
ğ	000,000,11		ODA NOMINOS - ETDUODIM		j 1			{		201 Gam	73.00 (X	ł
ž	11,000,000		BTACKNOON ANGREO		1			ll				ſ
2	000'000'IS		WALLE ADA & JANGERGA					łI				1
	000 015	_ \						1 1		<u> </u>	╌┌┼╼	ł
	000 000 TS		CHARACTER OF SECURIOR			(Sn) A	Tifidati (sisna)	1 1		micro X sower		ł
	27'000'000		SONGHAMOOD HOVE	5102/10/90	2101/10/20		10/509106		_	ALTHART TARRELLA	X COURT	W
		111	SONGHARDOD HOVE BET		1444 A.A.		TOUCH					ba
	THE TENS.	NAE POR OT TOS TO ALL TO OT	TOBLES IS SUBJECT.	THE MISURE THENCY TO MISURE MISSING CLAM	MEDUCED IN	JON OF VICE N HAVE BEEL 915952	I IENNI UM CUMUNI.	NGM3	O.	CERT THE FOLCRES THE ISSUED OF MY REC THE ISSUED OF MY PROPERTY OF SUCH	KCATED, N	HL N
i	 		 			Orbi			-			
	 											
	 			<u>· </u>						750 6P41	AN OSPU	• [1
						(3476)				ASSET 25781304EA	197UGEL)	24
	\$6902	. თ	CASUATTY Insurance							satjalbirduz fila	to. and	,
	19672		Aredeon (sn)									_
_	40000		CONTRACTOR	CT W (2743)AL						VSO 1558-86001	AM WANA	-
F	L				100	***				100,	132 1936W	Ĩ,
1		1010-196	-001 TWI TWI	1611-69	(998) ⁽²⁵⁻⁷⁸⁾	720				הינה אים בוייבסיני דווכי הינה אים בוייבסיני דווכי		-
										Aces mortheast, Inc.	MEGET Sich fabe	
Identifier :						Nogod out	MOKAL INSUNED,	ADON I	J85 #1 8	if the confidence below it to pelicy, a conditions of the pelicy, ander on each order	TMATHON na annei e	\$
į	ESIONO4		CERACE AFFORDED	R THE CO!	D OR ALTE	KID, EXTEN	NEGATIVELY AND	NCE E	WY	PICATE IS ISSUED AS A I E DOES NOT APPRIMENTS IS CERTIFICATE OF INGL MAYER OR PRODUCER, AN	ATTRICAT	19
Ì	PIOZIZZ		NCE	ARUS	NI ALI	LIBAI	ATE OF L	/) !:	<u> 11.</u>		1865	7

(TTTT/GOMMISTAG



STATE OF NEW HAMPSHIRE DEPARTMENT OF INFORMATION TECHNOLOGY

June 19,2013

27 Hazen Dr., Concord, NH 03301 Fax: 603-271-1516 TDD Access: 1-800-735-2964 www.nh.gov/doit

Peter C. Hastings Commissioner

June 5 2013

Her Excellency, Governor Margaret Wood Hassan and the Honorable Executive Council State House Concord, New Hampshire 03301

REQUESTED ACTION

- 1) Authorize the New Hampshire Department of Information Technology (DolT) to exercise a contract extension option with Computer Associates, Inc. (CA) of Islandia, New York (Vendor # 174878) for by amending an Agreement (PO # 1002001), on behalf of the Department of Safety (DOS), the Department of Employment Security and the Department of Health and Human Services by increasing the contract amount by \$2,229,611, from \$2,878,241 to \$5,107,852 for mainframe, networking and software management licenses, effective upon Governor and Executive Council approval. The original contract was approved on June 4, 2008, Item # 4 and amended on June 17, 2009, Item #16 and June 23, 2010 Item #20.
- 2) Further authorize the extension of the contract from the current end date of June 30, 2013 to June 30, 2016, effective upon Governor and Executive Council approval.

Funding is available in the accounts listed below with the authority to adjust encumbrances in each of the State fiscal years if needed and justified. Funding is amicipated to be available in the following Department of Information Technology accounts upon legislative approval of the biennial budgets for FY 2014, through 2016 as follows. 100% Other (Agency Class 027) funds: the Class 27 used by the agencies to relimburse DolT for this work is 24.87% Highway funds, 46.96% Federal funds, and 28.17% General funds.

CAMPBELL WORN CHARLES WOOD	A COLUMN	州沙水州		计算的	HATE WAS A
THE PROPERTY OF THE PARTY OF TH		A Company	مسلمون وماسيد		W. Mole Ser.
			Party.		AMOUNT
CLASS CODE A COOL OFFICER CLASSICAL	THE PERSON	1000	人的共和	60 条件 60条	化社会社会
01-03-03-030010-77030000 - DolT-					
Central IT Services 038-500230 -			ļ		•
Software Lic / Maint	03950047	\$340,458	\$358,853	\$373,254	\$1,072,565
01-03-03-030010-77030000 - DolT-					
Central IT Services 038-500230 -	l j				
Software Lic / Maint	03030085	579,161	\$79,161	20	\$158,322
01-03-03-030010-77030000 - DolT-					
Central IT Services 038-500230 -					
Software Lic / Maint	03230017	\$159,848	\$159,848	\$234,756.	\$554,452
01-03-03-030010-77030000 - DoIT-					
Central IT Services 038-500230 =	ĺ	' i			
Software Lic / Maint	03950090	\$39,632	\$39,632	\$39,632	\$118,896
01-03-03-030010-77030000 - DoTT-					_]
Central IT Services 038-500230		1			}
Software Lic / Maint	03230071	\$28,990.	\$28,990	\$28,990	\$86,970

Her Excellency, Governor Margaret Wood Hassan and Honorable Executive Council June 5, 2013 Page 2

01-03-03-030010-77030000 - DolT- Central IT Services 038-500230 Software Lic / Maint	03030005	\$67,500	\$67,500	\$67,500	\$202,500
01-03-03-030010-76270000 - DOIT -					3=0=0
FT for Employment Security - 038- 509038 - Technology Software	 03270071	\$17.953	\$17,953	50	\$35,906
्या विकास स्थापन स्यापन स्थापन स्यापन स्थापन	TO SHOUST	17.79E 342k	578 CSU 19374	2374X91925	32,229,613

EXPLANATION

The CA proprietary software has been used by the Office of Information Technology since 1993 to efficiently monitor and manage the mainframe computing resources and to support software maintenance and development of applications for the Department of Health and Human Services (DHHS) NECSES (New England Child Support Enforcement System), New Heights (benefits eligibility), Bridges, New Hampshire Employment Security, DOIT Networks (NH IT Networks) and the Department of Safety (SPOTS database and DMV Applications). The software has proven reliable and is deeply integrated into the applications and the operations management.

On June, 4, 2008 the State consolidated maintenance contracts for three CA software lines which were being used by the State: mainframe software, networking software and software management software. By consolidating these licenses, the State was able to accept a CA offer to save \$341,238 in upgrade costs and \$204,413 in maintenance costs over the three software types. This current contract amendment extends the current contract by three years, as allowed for in the original contract. CA limited the annual increase in software license maintenance to three percent (as opposed to an industry standard of 10%) and held this price constant over the three year term of the contract. Also, DOIT is planning to standardize software management over the various State agencies. The standardization requires approximately 300 new CA Software Manager Licenses. The costs to the State will be \$67,500 in annual maintenance for these new licenses.

Alternate products were investigated and were reviewed for their function and the effort required to implement conversions. The net result of the cost of the software and maintenance, cost of resources to staff conversion efforts, cost risk of negatively impacting both State and Federal mandated service levels, and training time required, would not result in any savings.

The CA contract conforms to the OIT Strategic Goal of Improving and Standardizing State Government Information Technology Infrastructure, specifically Software Procurement Streamlining as documented in the New Hampshire Information Technology Plan 2005-2009, approved October 18, 2005 by the Governor and Executive Council.

100% Other (Agency Class 027) funds: the Class 27 used by the agencies to reimburse DoIT for this work is 24.87% Highway funds, 46.96% Federal funds, and 28.17% General funds.

The Department of Information Technology respectfully requests your approval.

Peter C. Hastings Commissioner

ctfully submitted

PCH/dcp RIDs #13425, 13426 and 13427 Contract #2009-007C

Fax: 603-277-1516 TDD Access: 1-800-735-2964 27 Hazen Dr., Concord, NH 03301 DEFARTMENT OF INFORMATION TECHNOLOGY STATE OF NEW HAMPSHIRE

tiob\vog.dr.www



Acting Commissiona Peter C. Hartings

£[02,£ anut

Concord, NH 03301 27 Hazen Drive State of New Hampshire Department of Information Technology Director, Operations Division Wendy Pouliot

Dear Director Pouliot:

Inc. as described below and referenced as OIT No. 2009-007C. has approved the Operations Division's request to enter into a \$2,229,611 convact amendment with CA, This letter represents formal notification that the Department of Information Technology (Dol)

contract value from \$2,878,241 to \$5,107,852 upon Governor and Executive Council amendment increases the end date from June 30, 2013 to June 30, 2016 and increases the adds to the CA Software Management licenses used throughout the State. The speed of the Z/OS licenses: It also extends networking licenses for DOIT and extends and and VSE Mainframe software licenses for DOS, DHHS and MHES and increase the This is a request to enter into a contract amendment with CA, Inc. to extend 2/OS, VM

Procurement Streamlining as identified in the Strategic Themes section, Priorities for Investment of IT 2005, Improving and Standardizing State Government IT Infrastructure, specifically Sostware This project is set forth in the New Hampshire Information Technology Plan dated October 18,

Please include this in the Department of Information Technology's submission to Governor and

Council for approval.

OIT 2009-007C, RLDS 12425, 13426 and 13427 PCH/dcp

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of Contract 2009-007, on June 4, 2008, Item #4 and amended on June 17, 2009, Item #16 and on June 23, 2010 Item #20, (herein after referred to as the "Agreement"), CA, Inc. (hereinafter referred to as the "Vendor") agreed to supply certain software products and maintenance services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department") acting for the benefit of the Department of Employment Security, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 8.17: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Contract Amendment C is effective as of June 30, 2013 and the Department withes to extend the Agreement from July 1, 2013 through June 30, 2016;

WHEREAS, the Department wishes to increase the contract price by \$2,229,611 to bring the total contract to \$5,107,852;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

Contract Document, Contract Agreement: General Provisions is hereby amended as follows:

- 1. Amend Section 1.6 of the General Provisions of the Agreement: Completion Date by changing the completion date to June 30, 2016
- 2. Amend Section 1.8 of the General Provisions of the Agreement; Price Limitation by increasing the amount by \$2,229,611 from \$2,878,241 to \$ \$5,107,852.
- 3. Amend Section 4.1: CA Contract Manager of the SOW by replacing the current contract manager with the following:

Sharon Williams
CA, Inc.
2291 Wood Oak Drive
Herndon, VA 20171
(703)708-3221
sharon.williams@ca.com

4. Amend Section 8.16: Notice of the SOW by replacing the current CA Address with the following:

CA, Inc. 2291 Wood Oak Drive Herndon, VA 20171 Attention: Public Sector Legal

Initial all pages

DolT Contract Amendment

Page 1 of 8

CA, Inc. Initials

5. Amend Exhibit A: Contract Deliverables of the Agreement to add Section 1.2A Amendment 3 Product Deliverables and replace it with the section below:

1.2A Amendment 3 Product Deliverables

The tables below detail the specific licenses with CA that comprise the Enterprise License Agreement (ELA) for the period commencing July 1, 2008 through June 30, 2016.

Soll marriage and a company		A MAN				
الله المسلمة المالية	The selection of the subsection of a figure					13.4
J. L. Carlotte	1 1 2	r This			医复注整体	
CA Endevor Software Change	AllFusion CA Endevor	400	450	500	MVS	UMF
Manager	Change Manager	MIPS	MIPS	MIPS	l	
· · · · · · · · · · · · · · · · · · ·	AllFusion CA Endevor	400	450 MIPS	500	MVS	UMF
CA Endevor Software Change	Change Manager	MIPS	1	MIPS	Į.	
Manager Automated	Automated Configuration	1			[!
Configuration	Option)	i	<u> </u>	<u>i</u>	l
Company	AllFusion CA Endevor	400	450 MIPS	500	MVS	UMF
CA Endevor Software Change	Change Manager	MIPS	l	MIPS		
Manager for Mainfrance	Extended Processors			1	-	ļ
Extended Processors	Option		}		j	1
CA Endevor Softwere Change	-AllFusion CA Endevor	400	450 MIPS	500	MVS	UMF
Manager External Security	Change Manager Interface	MIPS		MIPS	·	1
Menager Exicites Seeming	for External Security	1				!
Unicenter CA-JCLCheck	Unicenter CA-JCLCheck	400	450 MIPS	500	MVS	UMF
Workload Automation	Utility\	MIPS		MIPS		
CA One TAPE	Brightstor CA-1 Tape	400	450 MIPS	500	MVS	UMF
CA UNE LAPE MANAGEMENT	Management	MIPS	350	MIPŚ		
MANAGEMENT	AllFusion CA-InterTest	400	450 MIPS	500	MVS	UMF
		MIPS	450 (4.1.1.5	MIPS	,,,,,,	1
CA InterTest Batch	Buch	400	450 MIPS	500	MVS	UMF
	AllFusion CA-InterTest	MIPS	430 Mira	MIPS	. 19 4.5	1 0,11
CA InterTest for CICS	for CICS		460 44100	500	2VM	UMF
	Unicenter Database	400	450 MIPS	MIPS	m v s	0~1
CA Dreatese Analyzza® for	Analyzer for DB2 for	MIPS		min.a		1
DB2 for z/OS	205		464114156		2VM	UMF
CA Detector® for D87 for	Unicenter Detector for	400	450 MIPS	500	M 42	UMIT
z/OS	DB2 for z/OS	MIPS		MIPS		UMF
CA Plan Analyzer for DB7 for	Unicenter Plan Analyzer	400	450 MIPS	500	MVS	UMF
ZOS	for DB2 for z/OS	MIPS		MIPS		UMF
CA RC/Migrator for DB2 for	Unicenter RC/Migrator	400	450 MIPS	500	MVS	UMF
20\	for DB2 for z/OS	MIPS		MIPS		
CA RC/Query for DB2 for	Unicenter RC/Query for	400	450 MIPS	500	MVS	UMF
JOS	D82 for z/OS	MIPS		MIPS		
CA RC/Update for DB2 for	Unicenter RC/Update for	400	450 MIPS	500	MVS	UMF
/OS	DB2 for z/OS	MIPS		MIPS		
Softwared Scenses	Formerly:Known As	Auth	" Auth	Auth	Op.5ys	· · · · · · ·
Department of Information	Seltware Licenses	MIPS .	MTRS	MIPS	3.21.4	(Type
Ecchnology/Department 6		SPY.	SF.Y 2015	`∴¥®R¥	14: 11:45	300
idely cultural first section	Application of the second second second		::	2016 × ·/	-1, there of	
CA Dynam /D Disk	Brightstor CA- Dynam/D	Retired	Retired	Retired	VSE	UMF
Management *	Disk Management		<u> </u>			
CA Dynam /T Tape	Brightstor CA-Dynam/T	Raired	Retired	Retined	VSE	UMF
danagement ^a	Tipe Management					
A Easytrieve Plus Report	Unicenter CA-Easytrieve	171	171 MIPS	Retired	VSE	UMF
Senerator ^a	Plus Report Generator	MIPS			I	

Initial all pages

CA, Inc. Initials XIL

CA MASTERCAT VSAM Catalog Management ^a	Brightstor CA- MASTERCAT VSAM Catalog Menagement	I71 MIPS	171 MIPS	171 MIPS	VSE	UMF
CA Raps*	Unicenter CA-Raps	171 MIPS	17) MIPS	Retired	VSE	UMF
CA Explore Performance Management for CICS (VSE)*	Unicenter CA-Explore Performance Management for CICS (VSE)	MIPS	J71 MIPS	171 MIPS	VSE	UMF
CA FAVER 2 VSAM Data Protection*	Brightstor CA-FAVER 2 VSAM Data Protection	171 MIPS	17i MIPS	171 MIPS	VSE	UMF
CA Dynam /T Tape Management*	Brightstor CA-Dynam/T Tape Management	171 MIPS	171 MIPS	171 MIPS	VM	UMF
CA VM:Backup*	Brightstor CA VM:Backup	171 MJPS	171 MIPS	171 MIPS	VM	UMF
CA VM:Secure®	eTrust CA VM:Secure	17] MIPS	. 171 MIPS	171 MIPS	VM	UMF
CA Explore Performence Management (VM)*	Unicenter CA-Explore Performance Management (VM)	171 MIPS	171 MIPS	MIPS V	VM I	UMF

		1,1	:			
			1.0			
CA Culprit for CA-IDMS*	Adventage CA-Culprit for	171	171	171	VSE	UMF
CA COIDIN TON CAMPAIS	CA-IDMS	MIPS	ZAIM	MIPS	1 435	Umr
CA Dynam /D Disk	BrightStor CA-Dynam/D	171	171	171	VSE	UMF
Msnagoment*	Disk Management	MIPS	MIPS	MIPS	`	4
CA Dynam /FI File	BrightStor CA-Dynam/Fi	171	171	171	VSE	UMF
Independence*	File Independence	MIPS	291M	MIPS		
CA Dynam /T Tape	BrightStor CA-Dynam/T	171	171	171	VSE	UMF
Management*	Tape Management	MIPS	MIPS	MIPS		
CA ADS for CA-IDMS*	Advantage CA-ADS for	{ 71	171	171	VŠE	UMF
	-CA-IDMS	MIPS	MIPS	MIPS_		
CA IDMS /DB*	Advantage CA-IDMS/DB	171	171	171	VSE	UMF
	Database	MIPS	MIPS	MIPS		
	Advantage CA-IDMS/DB	171	. 171	[171	VSE	UMF
CAIDMS/DB Audit Option®	Database Audit Option	MIPS	MIPS	MIPS		
CA IDMS DML Online	Advantage CA-IDMS	171	171	171	VSE	UMF
Option*	Database DML Online	MIPS	MIPS	MIPS		i
	Option			 		
CA IDMS /DC Option*	l'	171	171	171	VSE	UMF
	Advantage CA-IDMS/DC	MIPS	MIPS	MIPS	I	ſ
	Transaction Server Option			 		
CA IDMS SQL Option*	Adventage CA-IDMS	171	171	171	VSE	UMF
	Database SQL Option	MIPS	MIPS	MIPS		 -
CA ADS Option for APPC®	Adventage CA-ADS	171	171	171	VSE	UMF
	Option for APPC	MIPS	MIPS	MIPS	*:55	
CA OLQ Online Query for CA-IDMS*	Advantage CA-OLQ	17) MIPS	171 MIPS	HIPS	VSE	UMF
CA-IDMS	Online Query for CA-	Mira	MIL2	Mile?		1
CA IDMS Performance	Advantage CA-IDMS	171	171	171	VSE	UME
Monitor Option*	Detabase Performance	MIPS	MIPS	MIPS	, 740	J OME
	Monitor Option		V:	'''''		
CA IDMS Server Option*	Advantage CA-IDMS	171	171	171	VSE	UMF
	Database Server Option	MIPS	MIPS	MIPS	· 	1
CA Explore Performance	Unicenter CA-Explore	171	171	171	VSE	UMF

Initial all pages

CA, Inc. Initials X

DolT Contract Amendment

Page 3 of 8

					•	
Management*	Performance Management	MIPS	MIPS	MIPS		T
	THE RESERVE AND A SECOND	NAME OF THE PERSON	Berning 1		The state of the state of	S. Empres
可能可能的特別的。	建设设备的		\$ \$7.70 .	12 . 34.		1 3 2 2 2 2 1 2 2 2 2 2 2 2 2 2 2 2 2 2
A STATE OF THE PROPERTY OF THE PARTY OF THE	经济政策	1		21919		
विकास सम्बद्धाः स्थापित स्थाप	建设设置		1			
	A 100 (100) (100) (100) (100)	7-7	4 9.0		1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	
	"一个是一位。"	100	7.00	1. 300 3		
CA Softwere Change Manager	AllFusion CA Harvest	175	175	175	NT	Perp
Named User	Change Manager	Named	Named	Named	1117	[,
Hallica Coci	January	Users*	Users	Users*	Į.	ſ
CA Software Change Manager	N/A	260	260	260	NT	Perp
Named User	1 150	Named	Named	Named	1	1.50
Manag Osci	i	Users	Users	Users		1
C4 C-4 Charac Manager	N/A	40	40 Named	40	NT	Рего
CA Software Change Manager) ~ ^	Named	Users	Named	141	Leib
Premium Edition Named Users	į	Users	Users	Upers		ļ
	475 /- 50 : 0		10.21-		1	20-
CA ERwin Date Modeler	AllFusion ERwin Data	io Nomed	10 Named	10	М	Регр
	Modeler	Named	Uscra	Named	ſ	i
		Users		Users	-10 00-2-0-2	
	美国的 自然是全种国际的	1,3	100	Est.		41.
Promise who they bear	Proceedings of the second		المعازية وشد	1.1.		
五位的位置	。 15 年 (25 年) 16 日 17 日		81 . 21 2	10000000000000000000000000000000000000		
معتبة فتناتس موارد تباري أأزال الشيف المراي			ستجذ وتتنور سأرور	11/2/11 24		合うない
A Spectrum Infrastructure	CA Spectrum Fault	į.	Retired	Retired	/ NT	Penp
donager Fault Tolerant	Tolerant License	Tierless		!	1	i
icense		License		l		
A Spectrum Integrity Branch	CA Spectrum Integrity	1	Retired	Retired	TN	Perp
Interricted Device	MOC Unrestricted Device	Tierless		ì		
Asnagement	Management	License		ļ	1	
A Spectrum Network Fault	CA Spectrum Remedy	Retired	Retired	Retired	TN	Регр
Manager BMC Remedy	Catoway		!	,		•
Gateway]			Į.	! :	
A Spectrum Spectrowatch	CA Spectrum	T	Retired	Retired		Perp
ditor for Infinity/Integrity	Spectro Watch Editor for	Tierles			זא	•
South for famility-integrals	Infinity/Integrity	Server		[[
A Spectrum Infrastructure	CA Spectrum Date	Active	Retired	Retired	NT	Perp
Anager Data Mgr with Report	Manager with Report	No		1		
	Goteway for	Mainten				
Settway	Infinity/Integrity	90 CE		'		
		5 Users	Retired	Retired	NΤ	Perp
A Spectrum Single	CA Spectrum Single Concurrent Administrator	ا «تقول د	Kemes) Keinee	'''	. μ.
Concurrent Administrator		1		}		
icenet	License		*	Retired		Peny
A Spectrum Network	CA Spectrum	<u>.</u> . 1	Retired	Kettrea	\ 	ren
Configuration Manager	Configuration Manager	Tierless			ן אז	
	for Infinity/Integrity	Serva:				
A Spectrum Level 1 Toolkii	CA Spectrum Level I	<u>.</u> . 1	Retired	Retired	NT	Perp
1	Customization Toolkit	Tierless		}	J	
		Server	·	1.50 mail: 201	Carrie and Carrie and Carrie	
			(A101)	WOUNT PAR	是學問題	العاد (ا
diane di di	Software litentes	Ulcence: I	IMCENCE (L+)	The needs		A A P
24.4500000000000000000000000000000000000		(PEX.99)	शरूराग्रह	100220160	为公共公共 企利	
		703N-13-7		277	THE PERSON NAMED IN	
A Spectrum Device Based		2000	2000	2000	All CA GA	ьсъ
vite		tlevice	device	nevice	0/5	
Aure i						
		license	license (license	·	
A cHaith Device Pricing	WA	license 2000 device	2000 device	2000 device	AII CA GA O/S	Регр

Initial all pages

CA, Inc. Initials

DoIT Contract Amendment

Page 4 of 8

license license

"Licensee and CA acknowledge that (a) the Licensed Program CA Software Change Manager Named User (120 Named Users) (the "Migrated Licensed Programs") are CA's enhancements of CA Software Change Manager (20 concurrent users) (the "Original Program") and (b) these licenses for the Migrated Licensed Programs are granted in exchange for the termination of Licensee's previous licenses of the Original Program. Notwithstanding any current usage restrictions applicable to the Original Program, Licensee's use of the Migrated Licensed Programs shall be subject to the Authorized Use set forth in the above

6. Amend Exhibit B: Price and Payment Schedule of the Agreement by deleting Section 1. DELIVERABLE PAYMENT SCHEDULE and replacing it with the section below:

1. DELIVERABLE PAYMENT SCHEDULE

1.1 Firm Fixed Price

This is a Firm Fixed Price (FFP) Contract in the total amount of \$ 5,107,852.

This Firm Fixed Price Contract includes the following:

Office of Information Technology	MVS product set	Usage rights specified on Exhibit A	July 1, 2013- June 30, 2016
Dept. of Safety	VSE product set	Usage rights specified on Exhibit A	July 1, 2013- June 30, 2016
Office of Information Technology	CA Spectrum Products	Usage rights specified on Exhibit A	July 1, 2013- June 30, 2016
Dept. Of Health and Human Services	ALLFusion Products	Usage rights specified on Exhibit A	July 1, 2013- June 30, 2016
All Agencies	Application Delivery – New Products	Usage rights specified on Exhibit A	June 30, 2013- June 30, 2016

1. Supplemental License Fees (SLF) are one time fees for each MIPS espacity upgrade.

Supplemental Usage and Maintenance Fees (SUMF) are prorated for the year of the MIPS increase and charged annually thereafter for the term of the agreement.

- 2. CA Dynam /D Disk Management (171 MIPS VSE) and CA Dynam /T Tape Management (171 MIPS VSE) for Department of Information Technology/Department of Safety are hereby terminated, subject to Customer's obligation to maintain the confidentiality of such products and to pay any outstanding fees due under such licenses.
- CA Easytrieve Plus Report Generator (171 MIPS VSE) and CA Reps (171 MIPS VSE) for Department
 of Information Technology / Department of Safety shall have the term from July 1, 2013 to June 30, 2015.
- 4. The Licensed Programs in Office of Information Technology MIGRATION PRODUCTS are the Original Programs in Change Request Form # 5 effective 8/29/2012. Change Request Form # 5 allows the Department a maximum period of 1 year as a transition period for migration purposes therefore these Licensed Programs shall have a term to 4/23/2014.
- 5. Notwithstanding anything contained herein or in the License Agreement to the contrary, Licensee understands and acknowledges that CA Spectrum Infrastructure Manager Data Mgr with Report Gateway and CA Spectrum Network Fault Manager BMC Remedy Gateway (the "Unsupported Programs") are not

Initial all pages

DolT Contract Amendment

CA, Inc. Initials A

Page 5 of 8

currently supported by CA, which means that CA will not provide telephone support, fixes, enhancements, new releases or modifications of the Unsupported Program. Nonetheless, the parties desire to confirm in Licensee the right to continue to use the Unsupported Program as provided in Section 7. Licensee agrees that (a) CA has no obligation to provide any such maintenance, support, fixes, enhancements, new releases or modifications to the Unsupported Product; (b) no charge for same has been included in the fees payable under this agreement; and (c) CA's express warranty respecting the performance or operation of the Licensed Programs shall not apply to the Unsupported Program.

6. Upgrade MIPS Capacity - Supplemental Fees.

Upgrade Schedule:

- a. 1st Upgrade September 1, 2013 June 30, 2014 Increase by an additional 49 MIPS from 351 Licensed MIPS to 400 MIPS.
- b. 2rd Upgrade July 1, 2014 June 30, 2015 Increase by an additional 50 MIPS from 400 Licensed MIPS to 450 MIPS.
- c. 3rd Upgrade July 1, 2015 June 30, 2016 Increase by an additional 50 MIPS from 450 Licensed MIPS to 500 MIPS.

In the event, the State may increase the Licensed MIPS Capacity during the Term above 500 MIPS upon prior written notice to CA and payment of CA's one-time supplemental license fee equal to \$1,726 for each additional MIPS (the "SLF"), plus an annual usage and maintenance fee equal to \$302 for each additional MIPS (the "SUMF").

In each instance, the Supplemental License Fee and Supplemental Usage and Maintenance fee shall be billable upon the State's giving notice to CA of its desire to increase the licensed MIPS Capacity. The State shall pay the fee within thirty (30) days after the upgrade is completed, notwithstanding any installment payment schedule for the initial license fee. The License Fee and Usage and Maintenance fee shall be prorated for the year of the increase and shall be payable in full thereafter.

1.1.1 Supplemental Fee Schedule:

Description	9/1/13- 6/30/14	7/1/14- 6/30/15	7/1/15- 6/30/16	Total
One Time Supplemental License Fee, Incremental MIPS	\$80,556	\$82,200	\$82,200	\$244,956
Annual Supplemental Utage & Maintenance Fee, Incremental MIPS	\$11,760	\$28,512	\$42,912	\$83,184
Totals	\$92,316	\$110,712	\$125,117	\$328,140

Supplemental Fee Schedule Price per MIPS

One Time Supplemental License Fee (SLF)	\$1,644 per MIPS
Annual Supplemental Usage and Maintenance Fee (SUMF)	\$288 per MIPS

Initial all pages	
CA, Inc. Initials	XX

1.2 Proposed Pay Stream for the Enterprise License Agreement

्राह्म स्थापना । इस्टेम्स्ट्रिक्ट्रिक्ट्रिक्ट्रिक्ट्रिक्ट्रिक्ट्रिक्ट्रिक्ट्रिक्ट्रिक्ट्रिक्ट्रिक्ट्रिक्ट्रिक्ट्रिक्ट्रिक्ट्रिक्ट		10. 10. 10. 10. 10. 10. 10. 10. 10. 10.	748 11 11 11 11 11 11 11 11 11 11 11 11 11		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		Parties.
Due Date *		6/30/2013	6/30/2013	9/1/2013	· 7/L/2014	7/1/2015	***
CA Software Renewal	\$2,685,540		\$573,726		\$573,725	\$551,520	\$1,694,97
CA Software Change Manager, New Licenses		\$67,500	·		\$67,500	\$67,500	\$202,50
Mainframe SLF	\$ 120,028			\$80,556	\$82,200	\$82,200	\$244,95
Malafranic SUMF	\$ 72,673			\$11,760	\$28,512	\$42,912	\$83,14
해 (1) (1) (1) (1) (1) (1) (1) (1) (1) (1)			Transaction of the	and the second			. V

[&]quot;The date upon which CA may issue an invoice to the State, payable per contract exhibit 803; invoicing,

7. Amend Exhibit B: Price and Payment Schedule of the Agreement by deleting Section 2. Total Contract Price and replacing it with the section below:

2. TOTAL CONTRACT PRICE

Notwithstanding anything in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments exceed \$5,107,852.

TABLE 1: Contract 2009-007A - License and Maintenance of Utility Software, Contract Amendment Descriptions

	A STATE OF THE PROPERTY OF THE	100	16.54
Contract #2009-007	Original Contract	July 1, 2008 through June 30, 2013	\$ 2,857,389
Amendment #2009-007A	First Amendment (A)	July 1, 2009 through June 30, 2013	\$ 9,977
Amendment #2009-007B	Second Amendment	July 1, 2010 through June 30, 2013	\$ 10,875
Amendment #2009-007C	Third Amendment	June 30, 2013 through June 30, 2016	\$ 2,229,611
and the second of the second o			 11.11

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

Initial all pages
CA, Inc. Initials

_ Lesa K	ull/	Date: 6/3	[13
. CA, Inc.	- U		 -
Corporate Signature Notarized STATE OF VIEWA	: 		
COUNTY OF FAIRFAX		_	•
she/hc. as such from	of Pive 2013 to rectify the Kiefer per countries of the Kiefer poses therein contained, by state of the countries of the coun	being authorized to do so	owledged her/himself to be the comporation, and that a corporation, and that a corporation by her/himself as
IN WITNESS WHER	EOF I hereunto set my hand a	and official seal.	
ر کید			
Notary Public/Justice	e of the Peace		The state of the s
My Commission Exp	pires:		7523300 K
(SEAL)			STATES AND ASSESSED.
State of New Hampshire Peter C. Hastings, Acting Department of Information		Date: <u>5/3</u>	413
Approved by the Attorney State of New Hampshire	Department of Justice	nd Execution) Date: 4/5/	<u>/1</u> 3
mitial all pages			
CA. Inc. Initials	e distribute of the decision	DolT Contract	Amendment Page 8 of 8

CA, Inc. Initials ____

CA. INC.

Certificate of Assistant Secretary

The undersigned, Brandt Schmidt, being the duly authorized Assistant Secretary of CA, Inc., a Delaware corporation (the "Company"), hereby certifies that

- Attached hereto as <u>Exhibit A</u> is a true copy of (i) a resolution approving a delegation
 of authority to the Chief Executive Officer of the Company, duly adopted by the
 Board of Directors of the Company at a Meeting held on May 10, 2011; and (ii)
 certain excerpts from the delegation of authority (the "Board Delegation").
- Attached hereto as <u>Exhibit B</u> is a true copy of excerpts of a Subdelegation of Authority for Execution of Sales or Services Agreements executed by the Chief Financial Officer on November 16, 2012 (together with the Board Delegation, the "Delegation Authorizations").
- The Delegation Authorizations were in full force and affect on May 30, 2013, have been in full force and effect since May 30, 2013, have not been revoked and are now in full force and effect.

IN WITNESS WHEREOF, the undersigned has signed this Certificate as of June 3, 2013.

Brandt Schmidt Assistant Secretary

STATE OF NEW YORK
)ss.
COUNTY OF SUFFOLK

On June 3, 2013, before me, personally came Brandt Schmidt, to me known, who by me duly sworn, did acknowledge and swear that he is the Assistant Secretary of CA, Inc., the Corporation described in the foregoing Certificate, and that the contents of the foregoing are true and correct.

Notary Public

WALTER JONNEON
Matery Public - State of New York
No. 02J08095924
Dualified in Massau County
My Commission Expires Mar. 12 5-65

EXHIBIT A

RESOLUTIONS ADOPTED BY THE BOARD OF DIRECTORS AT A MEETING HELD ON MAY 10, 2011

Excerpt 1

RESOLVED, that the amended policy re Delegation of Authority from the Board of Directors to the Chief Executive Officer of CA, Inc. (May 10, 2011), in substantially the form presented at this meeting, be, and it hereby is, approved;

Excerpt 2

As used in this policy (the "Policy") regarding the delegation of authority from the Board of Directors to the Chief Executive Officer of CA, Inc. (the "Company"), the following terms shall have the following meanings:

c. "Commercial Sales Agreements" mean agreements between the Company and Third Parties or Related Entities providing for the use, licensing or distribution of Company products by such Third Parties or Related Entities

Excerpt 3

- The authority to approve transactions, and to sub-delegate the authority to approve transactions, within the following limits is delegated to the Chief Executive Officer of the Company:
 - x. Commercial Sales Agreements and other agreements, commitments, reports and filings in the ordinary course of business.

EXHIBIT B

SUBDELEGATION FROM CFO TO CERTAIN SUBDELEGATES

Excerpt 1

The following terms used in this document shall have the following meanings:

- a. "TAP" means the Transaction Approval Process approved by the CFO, EVP and Group Executive, Worldwide Sales and Services, EVP and Group Executive, Enterprise Solutions and Technology Group, EVP and Group Executive, Mainframe and Customer Success Group, and EVP and General Counsel as in force and posted on the CA Intranet at the time of execution.
- b. "Commercial Sales or Services Agreements" means agreements between the Company and Third Parties or Related Entities providing for the use, licensing or distribution of Company products by such Third Parties or Related Entities.
- "Related Entity" means any corporation, partnership, joint venture or other entity in which
 the Company holds an interest, other than a Subsidiary.
- "Third Pany" means any entity other than the Company or any of its Related Entities or Subsidiaries.

Excerpt 2

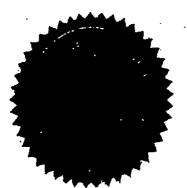
By subdelegation dated August 1, 2009 or such other subdelegation that amends or supersedes the existing subdelegation, the CEO delegated to the CFO the authority to subdelegate or redelegate the authority to enter into Sales or Services Agreements on behalf of the Company (the "Sales DOA"). Pursuant to this authority, the undersigned hereby subdelegates authority to enter into Sales or Services Agreements on behalf of the Company with Third Parties or Related Entities after receipt of evidence of the requisite approvals under the Sales DOA and TAP to the officers and employees of the Company to the Individuals set forth below:

Redacted	Redacted	Redacted
Redacted	Redacted	Redacted
Redacted	Redacted	Redacted
Redacted Lisa A. Kisfer		Reducted
Redacted	Redacted	Redacted
Redacted	Redacted	Redacted
Redacted	Redected	Redacted
Redacted	Reducted	Redacted
Redacted	Redacted	Redacted
Redacted	Redacted	Reducted
Redacted	Redacted	Redacted
Redacted	Redacted	Redacted
Redacted	Redacted	Reducted
Redacted	Redacted	Redacted
Redacted	Redscled	Redacted
Redacted	Redacted	Redacted
Reducted	Redacted	Redacted

State of New Hampshire Bepartment of State

CERTIFICATE

1, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CA, Inc. doing business in New Hampshire as CA - IT Management Software, a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on June 25, 1984. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 24th day of May, A.D. 2013

William M. Gardner Secretary of State

ACORD CERTIFIC	CATE OF	HARII	ITY IN	ISUR.	ANCE	DATE (MANDOYYYY)	╗.
THIS CERTIFICATE IS ISSUED AS A MATTE CERTIFICATE DOES NOT AFFIRMATIVELY BELOW. THIS CERTIFICATE OF INSURANC REPRESENTATIVE OR PRODUCER, AND THIS	R OF INFORMATION OR NEGATIVELY A E DOES NOT CON CERTIFICATE HOL	N ONLY AND MEMD, EXT ISTITUTE A DER.	CONFERS END OR AL' CONTRACT	NO RIGHTS FER THE C SETWEEN	UPON THE CERTIFICA OVERAGE AFFORDED THE ISSUING INSURE	ATE HOLDER, THIS BY THE POLICIES R(S), AUTHORIZED	,
the forms and conditions of the policy, serials certificate holder in like of such endorsement	n politicas many requi	ire un endors	ement A sta				
PRODUCEM	<u></u>	SOM A	ACT			·	d :
Aon Risk Services Northeast, Inc. New York MY Office			. tot (816)	763-7177	(M) (M)) 853-5596]
199 water Street New York MY 10038-3551 USA		Link	en:		··· .		
MET LALW MI TONNE 2000			jet	SPERS) A7	DACHIE COVERAGE	MACI	7
munito		ternum.			Mtual Company	24988	_
ca, Inc. and all Subsidiaries		FF0.68		Property &	Casualty Insurance	Co. 20699	_
me Computer Associates Plaza Islandia NY 11749 USA	•						-
•		Pietor					4
		PHARM	RE:				
OVERAGES CERTIFICAT	E NUMBER: 57004		X (1) ·	A	EVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF IRSI INDICATED, NOTWITHSTANDING MAY REQUIREM CENTIFICATE MAY BE ISSUED OR MAY PERTAIN EXCLUSIONS AND CONDITIONS OF SUCH POLICIE	ENT, TENM OR CONE	DITTON OF AN	Y CONTRACT THE POLICE N REDUCED I	DESCRIPE T PAID (2.A)	DOCUMENT WITH REST		
(A)	POLEYMA		10.00	ALL THE	UM.]
A DESCRIPTION OF THE PERSON OF	General Limbili	ire fuel	101/101/1017	7117263	BACH OCCUPANCE DIRACE TO ROTTED	11,400,00	-
X COMMERCIAL SPIERAL LABOURY	dent at Cinati	· (· ·		Provide to comment	11,000,00	4
CLARGEMER X DOOLER	1		Į	ſ		120,00	
	1		1	}	PERSONAL 6 ADV SLATE	\$1,000,00	3
	1				PRODUCTS - CONFIDE AND	13,000,00	# 1
EDIT, ANGREANTE LIMIT AFFER TER						,,,,,,,	
AUTOMOBILE LIMBUTY	90-16057-04	****	DH/07/1977	04/03/2034	COMPAND SHOULD UNTIL	12,000,00	9 "
. 	Auto Lisbility	(AUS)	i	M/01/2 ID4	_] i
AL OWING PROFINED	AUTO Liability	(MA)	ļ		BOOLY SLLET Per contents] 1
ALTOS. MONOMORE	1		j	1	PROPERTY CAMALE		7 3
Alos							
I UNITELLALING E OCCUP	xxxx27050608		M/01/1013	04/01/2014	EACH DOCUMENCE	\$25,000,00	ā č
SECTABLING CLAMSWOOL	1				ABBREGATE	\$25,000,00	ġ.
DED RETRICTED	}			l]
WORKERS COMPANIATION MID	901603761		84/03/2013	14/01/2014	× Tom JATH 1274		7
MATERIAL INSTITUTE OF THE PARTY	morkers Comp 901605702		04/01/2023	M/DD /2014	EL, EACH ACCIDENT	11,000,00	ō,
A STICENGE STEELS COUNTY IN MICH.	workers Comp (4	etro)			ELL DISTABLEMA EMPLOYET	\$1,000,00	
OCECUTION OF OPERATIONS NAME	l		<u> </u>		EL DREAST-FOLICY UNIT	\$1,000,600	9=
					•	•	
	1						7.
LECRETION OF OPERATIONS / LECATIONS / VEHICLES (AMAIN	ACORD 16 L ALGEBRAL RAP	merka baka dalah d	-		·		Š.
=== ····· = · = · = · · · · · · · · · ·					•		£
							5
							\mathbf{E}
							2
ERTIFICATE HOLDER	,	CANCELLA	TION				
		BHOLES / EXPRAÑO POLEY PR	BOATE THERE	GENE DE SON BI, NOTICE M	TO BE CETTABLED ON VECCO.	so serom the serios with the	THE PROPERTY
State of New Hompshire Office of Information Technology			EPRENENTATIVE				色
17 Hazen Drive Concord Mt 03301 USA		. a	1 90	19	in Northwel	Jan	8



Peter C. Hastings
Interim Commissioner

STATE OF NEW HAMPSHIRE

DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301 = Fax: 603-271-1516 TDD Access: 1-800-735-2964 www.nh.gov/doit

- original - omendment 1 - omendment 2

June 10, 2010

His Excellency, Governor John Lynch and the Honorable Executive Council State House Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Information Technology (DoIT), on behalf of the Department of Employment Security (NHES), to enter into a contract amendment, (Contract # 2009-007), with CA, Inc. (VC# 60170) of Islandia, New York, by increasing the contract amount by \$10,875 from \$2,867,366 to \$2,878,241 for the extension of maintenance, support, and licenses for the NHES CA Dynam and Easytrieve software from July 1, 2010 to June 30, 2011 upon Governor and Executive Council approval. The original contract with CA, Inc., which included these licenses, was approved by Governor and Council on June 4, 2008, Item # 4 and amended on June 17, 2009, Item #16. 100% Other (Agency-Rederal Funds). The agency class 027 funds used by NHES to reimburse DoIT for this contract are 100% Federal Funds.

Funding is available in the following account:

PY .	CATEDETTE AGENCY EACTIVITY EACCTGUNITED DESTINAME AGENCY NAME ACCTGUNIT NAME	JODW	AMOUNT
20)]	01-03-03-030010-7627000 - DolT- IT for NHES 038- 500177 - Software Maintenance	03270000	\$10,875

EXPLANATION

The CA proprietary software has been used by the Department of Information Technology since 1993 to efficiently monitor and manage the mainframe computing resources and to support software maintenance and development of applications for the Department of Health and Human Services (DHHS) NECSES (New England Child Support Enforcement System), New Heights (benefits eligibility), Bridges, New Hampshire Employment Security, Administrative Services Financial Data Management applications (IFS, GHRS and Budgets), DolT Networks (NH IT Networks) and the Department of Safety (SPOTS database used by the State Police during traffic stops). The software has proven reliable and is deeply integrated into the applications and the operations management.

.

His Excellency, Governor John Lynch and the Honorable Executive Council June 10, 2010 Page 2

On June 4, 2008, a five (5) year contract with CA, Inc. was approved by Governor and Council (Item #4) for multiple software products and services across multiple agencies. This contract included one (1) year license for software utilized by the Department of Employment Security due to anticipated changes at the Department. However, the processing changes have been delayed and there is a need to amend the existing CA, Inc. contract to allow an additional year's usage of the proprietary CA Dynam/T Tape Management software and the CA Easytrieve Plus Report Generator software. This contract was amended June 17, 2009 (Item # 16) for an additional year.

The CA contract conforms to the DoIT Strategic Goal of Improving and Standardizing State Government Information Technology Infrastructure, specifically Software Procurement Streamlining as documented in the New Hampshire Information Technology Plan 2005-2009, approved October 18, 2005 by the Governor and Executive Council.

NHES estimates that the 100% Other (Agency-Federal Funds) will be 100% Federal Funds from the agency class 027 appropriation.

The Department of Information Technology has reviewed and approved the request for this contract and we respectfully request your approval.

Respectfully submitted

Peter C. Hastings Interim Commissioner

PCH/efg 2009-007B

DIMED OF HEAT HERITAGE

OFFICE OF INFORMATION TECHNOLOGY LICENSE AND MAINTENANCE OF UTILITY SOFTWARE CONTRACT 2009-007

CONTRACT AMENDMENT B

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of Contract 2009-007, on June 4, 2008, Item #4 and amended on June 17, 2009, Item #16, (herein after referred to as the "Agreement"), CA, Inc. (hereinafter referred to as the "Vendor") agreed to supply certain software products and maintenance services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department") acting for the benefit of the Department of Employment Security, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section \$17: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects:

WHEREAS, Department wishes to extend the Vendor software licenses utilized by the Department of Employment Security for one (1) year from July 1, 2010 through June 30, 2011, the Department and the Vendor seek to clarify the Agreement;

WHEREAS, the Department wishes to increase the contract price by \$10,875 to bring the total contract price from \$2,867,366 to \$2,878,241;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

Contract Document, Contract Agreement: General Provisions is hereby amended as follows:

 Amend Section 1.8 of the General Provisions of the Agreement: Price Limitation by increasing the amount by \$10,875 to \$2,878,241.

Exhibit A: Contract Deliverables of the Agreement is hereby amended as described in Table 1:

TABLE 1

Bratis 7 Dis	प्राप्ताक्षाक्षाक्षा विश्व विश्व क्षेत्र । १८०० विश्व विस्तृत्व
1	
Section 1.2: Product Deliverables, paragraph 1 and the last table referencing the Department of Employment Security	DELETE: The tables below detail the specific licenses with CA that comprise the Enterprise License Agreement (ELA) for the period commencing July 1, 2008 through June 30, 2013 with the exception of the two licenses for the Department of Employment Security which shall be renewed for the period commencing July 1, 2008 through June 30, 2010 only. REPLACE WITH THE FOLLOWING: The tables below detail the specific licenses with CA that comprise the Enterprise License Agreement (ELA) for the period commencing July 1, 2008 through June 30, 2013 with the exception of the two licenses for the Department of Employment Security which shall be renewed for the period commencing July 1, 2008 through June

←A_

Initial all peges CA, Inc. Initials

30, 2011 only.

DoTT Contract Amendment

Page 1 of 7.

DELETE: The following lice through June 30, 2	nses for the Department 010 only.	of Employm	ent Security v	will be renew
Miditional Seftware:	A Rormerly:Known As.	Aulherized	ldOneratio	rt ET Hetrical
Dicenses Departmen	1 Softwart Bicenses	·Use	A Switch	
Augustoyment			1.2	
CA Dynam /F	BrightStor CA-	171 MIPS	VSE	UMF
Tepc	Dynam/T Tape	ì	1	1
Management*	Management]	1	i
CA	Unicenter CA-	171 MIPS	VSE	UMF
Essylvieve	Easytrieve Plus	ļ		1
Plus Report	Report Generator		1	i
Generator* *Product is be	eing used on a singled C		· .	<u> </u>
Generalor* *Product is be REPLACE WITH	ing used on a singled C THE POLLOWIN Les for the Department of	<u> IG:</u>	4 Security wi	ll be renewe
Product is be Product is be REPLACE WITH The following licent through June 30, 2	ting used on a singled C THE POLLOWIN Les for the Department of Dillonly.	IG: f Ensploymen		Il be renewe
Generator* *Product is be REPLACE WITH The following licens	ing used on a singled C THE POLLOWIN Les for the Department of	IG: f Ensploymen		Il be renewe
Product is be REPLACE WITH The following licens through June 30, 2	THE POLLOWING STATE OF THE POLLOWING STATE OF THE DEPARTMENT OF THE POLLOWING STATE OF THE	IG: f Ensploymen		Il be renewe
Product is be Product is be REPLACE WITH The following licent through June 30, 2	THE POLLOWING STATE OF THE POLLOWING STATE OF THE DEPARTMENT OF THE POLLOWING STATE OF THE	IG: f Ensploymen		Il be renewe
Product is be REPLACE WITH The following licens through June 30, 2	THE POLLOWIN es for the Department of Di Jonly. Wermerly Honormies Softwarell Jestifications	IG: f Ensploymen		Il be renewe
Product is be Product is be Product is be Product is be Product is be Product is be Product is be Product is be Product is be product in the Product in the	THE POLLOWING STATE OF THE POLLOWING STATE OF THE DEPARTMENT OF THE POLLOWING STATE OF THE	G: f Eniploymen	epa-tur	
Product is be REPLACE WITH The following licens through June 30, 2 Partition of Department of the product of	THE POLLOWING STATE OF THE POLLOWING STATE OF THE DEPARTMENT OF THE POLLOWING STATE OF THE	C: f Employment f	epa-tur	
Product is be Pr	THE POLLOWING STATE OF THE POLLOWING STATE OF THE DEPARTMENT OF THE POLLOWING STATE OF THE	G: f Eniploymen	epa-tur	
Product is be Pr	THE POLLOWING STATE OF THE POLLOWING STATE OF THE DEPARTMENT OF THE POLLOWING STATE OF THE	C: f Employment f	Populati VSE	UMF
Product is be Pr	THE POLLOWING STATE OF THE POLLOWING STATE OF THE DEPARTMENT OF THE POLLOWING STATE OF THE	C: f Employment f	Populati VSE	UMF

Exhibit B: Price and Payment Schedule of the Agreement is hereby amended as described in Table 2:





Initial all pages CA, Inc. Initials

DolT Contract Amendment

Page 2 of 7

Section & Wolfware the Lighthian's circuite Section and Assistances

DELETE:

This is a Firm Fixed Price (FFP) Contract in the total amount of \$2,867,366.00 This Firm Fixed Price Contract includes the following:

			' ' .
Office of Information Technology	MVS product set	usage rights up to 260 MIPS	July 1, 2008- June 30, 2013
Dept. of Administrative Services	VSE product set	usage rights up to 171 MIPS on any 1 CPU	July 1, 2008- June 30, 2013
Dept. of Administrative Services	sa	usage rights up to 17! MIPS on any I CPU	July 1, 2008- June 30, 2013
Dept. of Safety	VSE product set	usage rights up to 171 MIPS on any I CPU	July 1, 2008- June 30, 2013
Dept. of Employment Security	VSE product set	usage rights up to 171 MIPS on any 1 CPU	July 1, 2008- June 30, 2010
Office of Information Technology	CA Spectrum Products	Usage rights specified on Exhibit A	July 1, 2008- June 30, 2013
Dept. Of Health and Human Services	ALLFusion Products	Usage rights specified on Exhibit A	July 1, 2008- June 30, 2013

The proposed partnership fees and associated savings are contingent upon all remaining licenses being renewed for a five (5) year period.

Supplemental License Fees (SLF) are one time fees for each MIPS capacity unstade.

Supplemental Usage and Maintenance Fees (SUMF) are promed for the year of the MIPS increase and charged annually thereafter for the term of the agreement.

In July 2009 the mainframe capacity requirements of the existing licensed 260 MIPS on the MVS operating system may increase to 293 (2096/002 to a 2096/P02). By July 2010, if not sooner, the mainframe capacity requirements of the existing licensed MIPS of 293 for the MVS operating system may increase to 333 (2096/P02 to a 2096/Q02).

In the event the existing licensed MIPS quantity of 260 MIPS is increased to 333 MIPS at one time instead of the proposed two stage MIP increase, the proposed total SLF would apply at the time of the MIPS capacity increase and the SUMF



for a 73 MIP increase would apply at the same time. If this event occurs, any increase in the annual payment amount, over the authorized amount in this contract, would have to be approved by Governor and Council through the Contract Amendment process.

REPLACE WITH THE POLLOWING:

This is a Firm Fixed Price (FFP) Contract in the total amount of \$2,878,241. This Firm Fixed Price Contract includes the following:

Office of Information Technology	MVS product	usage rights up to 260 MIPS	July 1, 2008- June 30, 2013
Dept. of Administrative Services	VSE product	usage rights up to 171 MIPS on any 1 CPU	July 1, 2008- June 30, 2013
Dept. of Administrative Services	VM product set	usage rights up to 171 MIPS on any 1 CPU	July 1, 2008- June 30, 2013
Dept. of Safety	VSE product set	usage rights up to 171 MIPS on any 1 CPU	July 1, 2008- June 30, 2013
Dept. of Employment Security	VSE product	usage rights up to 171 MIPS on any 1 CPU	July 1, 2010- June 30, 2011
Office of Information Technology	CA Spectrum Products	Usage rights specified on Exhibit A	July 1, 2008- June 30, 2013
Dept. Of Health and Human Services	ALLFusion Products	Usage rights specified on Exhibit A	July 1, 2008- June 30, 2013

The proposed partnership fees and associated savings are contingent upon all remaining licenses being renewed for a five (5) year period.

Supplemental License Fees (SLF) are one time fees for each MIPS capacity upgrade.

Supplemental Usage and Maintenance Fees (SUMF) are prorated for the year of the MIPS increase and charged annually thereafter for the term of the agreement.

In July 2009 the mainframe capacity requirements of the existing licensed 260 MIPS on the MVS operating system may increase to 293 (2096/002 to a 2096/P02). By July 2010, if not sooner, the mainframe capacity requirements of the existing licensed MIPS of 293 for the MVS operating system may increase to 333 (2096/P02 to a 2096/Q02).



Initial all pages
CA, Inc. Initials

OFFICE OF INFORMATION TECHNOLOGY LICENSE AND MAINTENANCE OF UTILITY SOFTWARE CONTRACT 2009-007

CONTRACT AMENDMENT B

In the event the existing licensed MIPS quantity of 260 MIPS is increased to 333 MIPS at one time instead of the proposed two stage MIP increase, the proposed total SLF would apply at the time of the MIPS capacity increase and the SUMF for a 73 MIP increase would apply at the same time. If this event occurs, any increase in the annual payment amount, over the authorized amount in this contract, would have to be approved by Governor and Council through the Contract Amendment process.

1							a diameter di sa
ſ	DELETE:						
			TO SO				
	All the same of th	STREET, DESCRIPTION OF THE PERSON OF THE PER			0.000.040.000		
I		5540,920,00	\$540,919,00	\$ 530,942,00	\$ 530,942,00	\$530,942.00	\$2,674,665.00
П	Mainfranc SLF	\$ 0.00	\$ 54.259.00	\$ 65.769.00	2 0.00	\$ 0.00	\$_120,028.00
	Moinframe SUMF	\$ 0.00	\$ 9.517.00	\$ 21.052.00	\$_21.052.00	\$_21.052.00	\$_72.673.00
П		250100 ×	3804 693003	g - in the real Ca	San Jane La	3.2. 95.63	2000年9

REPLACE WITH THE FOLLOWING:

			 	1. Cv21-1 - C + 1 1st	V-177	
San or other Cale	Radival):	909-3:2879-8	第1周期	J-170-J-171	STATE LANGE	THE PARTY OF SHIPE
	SACRE THE	7 - AUTO 12 -		144	# 50 (P=#-1)	37-47 352
LEGICAL SECTION				deficiency		
THE RESERVE	Partition in the said	200 PAR 22 P		\$1,25 Bay 1, 82.	with the same of the	
Renewal Fees	\$540,920.00	\$540,919,00	\$ 541,817.00	\$ 530,942,00	\$530,942.00	\$2,685,540.00
Mainframe SLE	\$ 0.00	\$ 54,259,00	\$ 65,769,00	\$ 0.00	20.00	\$ 120,028,00
Mainframe	\$ 0.00	\$ 9.517.00	\$ 21,052,00	\$ 21.052.00	\$ 21.052.00	\$ 72,673.00
SUME						
医性性	20 9 P 3 20 00 F	医护护师 预验	2.146.00	1.1.2 (Mad)		# 1586 941006 A

to the same single to the same s

DELETE:

Notwithstanding anything in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments exceed \$2,867,366.

REPLACE WITH THE FOLLOWING:

Notwithstanding anything in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments exceed \$2,878,241.



Initial all pages CA, Inc. Initials

DolT Contract Amendment

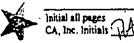
Page 5 of 7

TABLE 4: Contract 2009-007A - License and Maintenance of Utility Software, Contract Amendment Descriptions

Centract #2009-007	Original Contract	July 1, 2008	\$2,857,389.00
Amendment #2009-007A	First Antendment (A)	July 1, 2009	\$ 9,977.00
Amendment #2009-0078	Second Amendment (B)	July 1, 2010	\$ 10,875.00
	sent card octravata or se		

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.
CA, Vic. Date: 6/10/10
Corporate Signature Notarized:
STATE OF 1/ LUNGUE
COUNTY OF S' WILL EST
On this the 10 day of Tune, 2010, before me, Postock Heleteter, the undersigned Offices Diverton, personally appeared and acknowledged her/himself to be the Diverton Select Accounting, of A Tune, a corporation, and that she/he, as such being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Diverton Contained, by signing the name of the corporation by her/himself as IN WITNESS WHEREOF I hereunto set my hand and official seal.
Notary Public/Justice of the Peace Notary Public/Justice of the Peace My Commission Expires: (. 23 201) Outlined in Sullet County Commission Expires Ame 23, 19 201



OFFICE OF INFORMATION TECHNOLOGY LICENSE AND MAINTENANCE OF UTILITY SOFTWARE

....CONTRACT 2009-007
CONTRACT AMENDMENT B

State of New Hampshire

Peter C. Hastings, Interim Commissioner Department of Information Technology Date: [0/[1/10

Approved by the Attorney General (Form, Substance and Execution)

Glenn Perlow

State of New Hampshire, Department of Justice

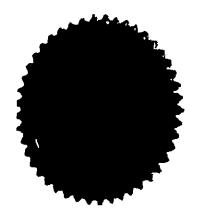


State of New Hampshire Bepartment of State

CERTIFICATE

1, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CA, Inc. db/a CA - IT Management Software in New Hampshire, a(n)

Delaware corporation, is authorized to transact business in New Hampshire and qualified on June 25, 1984. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8th day of May, A.D. 2009

William M. Gardner Secretary of State

SECRETARY'S CERTIFICATE

The undersigned, Brandt Schmidt, being the duly authorized Assistant Secretary of CA, Inc., a Delaware corporation (the "Company"), hereby certifies that:

- Attached hereto as <u>Exhibit A</u> is a true copy of excerpts of certain resolutions relating to a delegation of authority to the Chief Executive Officer of the Company, duly adopted by the Board of Directors of the Company at a meeting held on April 16, 2008.
- Attached hereto as <u>Exhibit B</u> is a true copy of the Subdelegation of Authority for Execution of Sales or Services Agreements by the Chief Financial Officer dated April 23, 2010, with the names of the subdelegates other than Gregory V. Siragusa redacted.
- 3. Such delegations and subdelegations have not been revoked and are now in full force and effect.

IN WITNESS WHEREOF, the undersigned has signed this Certificate as of June 9, 2010.

Brandt Schmidt Assistant Secretary

STATE OF NEW YORK)

100

COUNTY OF SUFFOLK)

SWORN TO AND SUBSCRIBED before me appeared Brandt Schmidt, on this the 9th day of June, 2010.

Notary Public

YALERIE SUTERA
Notary Public, State of New York
No: 01SU6155363
Qualified in Suffolk County
Commission Expires November 13, 2010

EXHIBIT A

RESOLUTIONS ADOPTED BY THE BOARD OF DIRECTORS AT A MEETING HELD ON APRIL 16, 2008

Excerpt 1

RESOLVED, that the policy re Delegation of Authority from the Board of Directors to the Chief Executive Officer of CA, Inc. (April 16, 2008), in substantially the form presented at this meeting, be, and it hereby is, approved;

Excerpt 2

As used in this policy (the "Policy") regarding the delegation of authority from the Board of Directors to the Chief Executive Officer of CA, Inc. (the "Company"), the following terms shall have the following meanings:

c. "Commercial Sales Agreements" mean agreements between the Company and Third Parties or Related Entities providing for the use, Ilicensing or distribution of Company products by such Third Parties or Related Entities

Excerpt 3

- The authority to approve transactions, and to sub-delegate the authority to approve transactions, within the following limits is delegated to the Chief Executive Officer of the Company:
 - Commercial Sales Agreements and other agreements, commitments, reports and fillings in the ordinary course of business.

SUBDELEGATION OF AUTHORITY FOR EXECUTION OF SALES OR SERVICES AGREEMENTS

By resolutions adopted on April 16, 2008 or such other resolutions that amend or supersede the existing resolution as may be adopted from time-to-time, the Board of Directors of CA, Inc., f/k/a Computer Associates International, Inc., (the "Company") delegated to the Chief Executive Officer ("CEO") of the Company the authority (including the authority to subdelegate and redelegate such authority) to enter into Sales or Services Agreements with Third Parties or Related Entities.

The following terms used in this document shall have the following meanings:

- a. "TAP" means the Transaction Approval Process approved by the COO, CFO, EVP Worldwide Sales Operations, EVP Products, EVP Partners, SVP Services, and Worldwide Law Department as in force and posted on the CA intranet at the time of execution.
- b. Commercial Sales or Services Agreements includes agreements that allow for the use, licensing, or distribution of Company products by Third Parties or Related Entities or the provision of services to Third Parties or Related Entities.
- c. "Related Entity" means, with respect to any person, any subsidiary, entity in which such person has an equity interest of 20 percent or more, or relative of such person.
- d. "Sales DOA" means the Delegations of Authority for Commercial Sales or Services Agreements and Intellectual Property Asset Sharing Agreements as in force and posted on the CA Intranet at the time of execution.
- e. "Third Party" means any person other than the Company or one of the Company's Related Entities.

By subdelegation dated January 5, 2009, the CEO delegated to the CFO the authority to subdelegate or redelegate the authority to enter into Sales or Services Agreements on behalf of the Company. Pursuant to this authority, I hereby subdelegate authority to enter into Sales or Services Agreements on behalf of the Company with Third Parties or Related Entities after receipt of evidence of the requisite approvals under the Sales DOA and TAP to the officers and employees of the Company, as set forth below:

		<i>J</i>			
		Patrick J. Hofstetter		·	
·				<u> </u>	
		·	 .		
		ı —	•		-·· - ·

This Subdelegation of Authority for Execution and Delivery of Sales or Services Agreements (the "Execution DOA") shall be updated from time-to-time and the then-current copy shall be posted on the CA Intranet along with all other current delegations of authority.

Dated: April 23 , 2010

Nancy E. Copper Executive Vice President and Chief Financial Office

CA, Inc.

Copyright © 2010 CA. All rights reserved. CA confidential and proprietary information for CA internal use only. No unauthorized copyring or distribution permitted.

بـ :				MINTIN A PT	- TE	DATE (MH/DD/	/٧٧٧	٦
_	<u> </u>	TIFICATE OF				04/08/	2010	
7#UBU	cha on Risk Services Mortheas:	t, Inc.	THIS CERT	FICATE IS ISSU	EI) AS A MATTER O	F INFORMATIC	וא סאנז	,T
, M	ew York MY Office	•	AND CONFE	HIS NO RIGILTS	UPONTHE CERTIFI MEND, EXTEND OR	CATE HOLDER	THIS	- 1
1 1	99 water Street ew York MY 10038-3551 USA				THE POLICIES BELL			1
} ~							 	┥
PHONES:	(866) 283-7127	FAI- (847) 953-5390	14201GEG A	PFORDING COL	PEICAGE		NAIC	1
3461417	,	•	HELMER A	Sentry ans A	Hutual Company		24988]:
0	, inc. and all Subsidiaries computer Associates Plan	es .	SHELFREIZ HE	Liberty Mutua) Fire Ins Co		23035	٤٦
	landia NY 11749 USA	••	INCOME! C					7
}			MEDIES V					ohler Ideatifica
ł								┪ᡱ
<u> </u>		<u> </u>	HEIREL E	2 2001124 725	Tame and condi	74000 04 05	3 /	قِل
(:OVE	MAGES OLICIES OF MISURIANCE LISTED BOLD	THE PERSON AND THE PE	ST (MT: SEPT) MAMPI) AND	WE FOR THE POLIC	Terms and condi	CIONS OF THE	Policy	٦_
ANY	EROLENIERT, TERM OK CONOTTÓN	OF ANY CONTRACT ON OTH	ex document with Ri	רום ואו סד דבוים	HIR CERTIFICATE MAY	L DE 127 NED ON H	AT	1
HERT/	UN THE HISURANCE AFFORDED BY T POATE UNITS SHOWN MAY HAVE BE	HE POLICIES DESCRIBED HE	ATAN DE ENGRESCE EN ALL	. THE TERMS, EXCL	TERONZ YMD COHNLUI	ons of such foli	CIES,	1
ACCUR.	-·	British British		,		WH ARE AS RE	OVESTED	4
171	TYPE OF MEURANCE	POMCY RUMBER		POLICY EXPLANTS		ĻIM FTE		
- -	 	901605703	04/01/2010	04/01/2011	EACH OCCURENCE	51	.000,000	1
~	COMMENTAL CONTRACTOR	,	1		SAMUACE TO BENTTED	111	000,000	,
J	CAMENAGE X OCCUR	1	- 1	ì	PRINCES FOR COMMONDER	1		[
	H		1	1	PSESCHAL & ADV BULL		110.000	
- 1	H	-		1			000,000	Ĭ
i		d	J ,		OPPERAL ACCRECATE	s,	000,000	57003841580
1	DON'T WOOKEDATE FORM WATER UP	{	- {		PRODUCTS - COMMON A	.00 51,	000,000	8
	N write D Web D rec	1	- 1					Š
		<u> </u>						Ι.
^	ANTEMODELE LIABILETY .	99-16057-94 (ADS)	04/01/2010	04/01/2011	COMMINED STRIQUE LINE (Separation)		000,000	ŝ
A	עווא זוא [צ]	90-15057-05	04/01/2010	04/01/2011				Ξ
~ <u> </u>	ATT OFFICED VALUE	(144)	1 1	•	REDILY MARY	1	į	2
	SCHEDULED AUTUE	1	1 . 1	•	(For passes)			Certifleste
ĺ	X MILEO AUTOS	i			GODELY INTLEXY (Par mailten)	- 1	1	ت
ł	MON DIFFED AUTUS	ĺ	- 1 - 1					
- 1	O	<u> </u>	1 1		PROPERTY DAMAGE Dw maidres)	Į	į,	
- (Í						
	CTRICE INSTILL.		1 1		AUTO DHLY - EA ACCIDE	eri l		
- !	ANT AUTO	Í	1 1	1	DIRECTION EA A	<u>~ </u>		
			1		AUTO OHLY:		{	
	PETCHE / MINISTRA LIAMUTY	TH2621093580010	04/01/2010	04/01/2021	EACH OCCUPANCE		000,000	
•		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			ACCRECATE	\$21.0	00.000	
1	X OCCUR. CLAME MOS		1 1			- 		
j			. [- (
	K RETENDER 310,000		1 1	i				
			0470172010	79170172022	X WC STATIL OF			
A WORL	LESS COMPENSATION AND	301605701	04/01/2010	A-1 471 EA-17	X TORY LIMITS R	TH-		_
	BYEST LIMBUTT THE		[]	[EL EACH ACCIDENT	\$1,00	20,000	=
i ornci	MOPRITOR / PARTINES / EXECUTIVE			[LL DUEASSEA BOLOY	\$1,00	000,000	Š
Pier-	==17 is (121)] . [ľ	EL BESASS-POLICY LIM	r 51,00	0,000	ź
	made under SPECIAL PROVISIONS befor		- -					7
	O11651		ļ				Æ	3
1				<u> </u>				-
CAPTON	OF OPERATIONER OCATIONERY EMCLESHED	LUSIONS ADDED BY ENDORSE	APATOMECIAL PROVISIONS				1	¥,
							Ø	Ì
								ī
ERTIFI(CATE HOLDER	(CANCELLATION				P. C. C. C. C. C. C. C. C. C. C. C. C. C.	ڋ
\$7.1	ite of New Hampshire		SHOULD ANY OF THE ABO	WE DESCRIBED POLIC	D SE CWELLTO PELOI	HOLTARITES SHE SE		Ę
	ice of Information Technolo Hozen Drive	P 9 Y .	BATE THEREOF, THE SEEL SO DAYS WEITTEN MOTICE	TO THE CELTIFICAT	E BOLLIER NAMED TO THE CATION OR LIABILITY	LEFT,	E	į
	cord NH 03301 USA	ł	OF ANY KIND LEGGED THE P	GURER, ITS ADDITE	MANAGEMENT T		_	1
	·	ľ	AUTHORIZED REPRESENT	ATIVE C	- Rat Same	15 at	g [+	į
		<u></u>		·				į
COLD 33	(2000(C)) ·	CORD same and legs are	registered marks of AC	A KANE-18KEG GUO:	CORD CORPORATI	Out was mily to the	ELAS C	
	1							

ACORD 25 (200901)



STATE OF NEW HAMPSHIRE DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301 603-271-2843 1-800-852-3345 x2843 Fax: 603-271-1516 TDD Access: 1-800-735-2964 www.nh.gov/doit

Richard C. Balley, Jr. Chief Information Officer

May 12, 2009

Approved
G+C
6/17/89
#16

His Excellency, Governor John Lynch and the Honorable Executive Council State House Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Information Technology (DoIT), on behalf of the Department of Employment Security (NHES), to enter into a contract amendment, (Contract # 2009-007), with CA, Inc. (VC# 60170) of Islandia, New York, by increasing the contract amount by \$9,977 from \$2,857,389 to \$2,867,366 for the extension of maintenance, support, and licenses for the NHES CA Dynam and Easytrieve software from July 1, 2009 to June 30, 2010 upon Governor and Executive Council approval. The original contract with CA, Inc., which included these licenses, was approved by Governor and Council on June 4, 2008, Item # 4, 100% Other (Agency-Federal Funds). The agency class 027 funds used by NHES to reimburse DoIT for this contract are 100% Federal Funds.

Funding is available in the following account, Agency Software Division.

Account Number	Budget Line	Description	Fiscal Year	Amount
010 - 003 - 1660 - 0300 - 024 - 0230 - 7130400	20441	Technology- Software	2009	5 9,977.00
TOTAL	•			59,977.00

is allocated to Job numbers: 03270000

EXPLANATION

The CA proprietary software has been used by the Department of Information Technology since 1993 to efficiently monitor and manage the mainframe computing resources and to support software maintenance and development of applications for the Department of Health and Human Services (DHHS) NECSES (New England Child Support Enforcement System), New Heights (benefits eligibility), Bridges, New Hampshire Employment Security, Administrative Services Financial Data Management applications (IFS, GHRS and Budgets), OIT Networks (NH IT Networks) and the Department of Safety (SPOTS database used by the State

Police during traffic crops). The software has proven reliable and is deeply integrated into the applications and the operations management.

On June 4, 2008 a five (5) year contract with CA, Inc. was approved by Governor and Council (Item #4) for multiple software products and services across multiple agencies. This contract included one (1) year licenses for software utilized by the Department of Employment Security due to anticipated changes at the Department. However, the processing changes have been delayed and there is a need to amend the existing CA, Inc. contract to allow an additional year's usage of the proprietary CA Dynam/T Tape Management software and the CA Easytrieve Plus Report Generator software.

The CA contract conforms to the DoIT Strategic Goal of Improving and Standardizing State Government Information Technology Infrastructure, specifically Software Procurement Streamlining as documented in the New Hampshire Information Technology Plan 2005-2009, spreamlining as documented in the New Hampshire Information Technology Plan 2005-2009, spreamlining as documented in the New Hampshire Information Technology Plan 2005-2009, supproved October 18, 2005 by the Governor and Executive Council.

The Department of Information Technology has reviewed and approved the request for this contract and we respectfully request your approval.

Chief Information Officer

Respectfully submitte

KID # 8425 3009-001V KCB\etg

Richard C. Bailey, Jr. Chief Information Officer

STATE OF NEW HAMPSHIRE

DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
603-271-2843 1-800-852-3345 x2843
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

May 12, 2009

Frank Catanese
Director, Operations Division
Department of Information Technology
State of New Hampshire
27 Hazen Drive
Concord, NH 03301

Dear Director Catanese:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved the Operations Division's request to enter into a \$9,977 contract amendment with CA, Inc. as described below and referenced as OIT No. 2009-007A.

This is a request to enter into a contract amendment with CA, Inc. for NHES EXTENSION OF LICENSES from July 1, 2009 to June 30, 2010 upon Governor and Executive Council approval. The amount of the extension is \$9,977 changing the total contract amount from \$2,857,389 to \$2,867,366.

This project is set forth in the New Hampshire Information Technology Plan dated October 18, 2005, Improving and Standardizing State Government IT Infrastructure, specifically Software Procurement Streamlining as identified in the Strategic Themes section, Priorities for Investment of IT Resources During Fiscal Years 2006-2009.

Please include this is the Department of Information Technology's submission to Governor and Council for approval.

Richard C. Bailey, Jr.

RCB/efg OIT 2009-007A Rid \$452

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of Contract 2009-007, on June 4, 2008, Item #4 (herein after referred to as the "Agreement"), CA, Inc. (hereinafter referred to as the "Vendor") agreed to supply certain software products and maintenance services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department") acting for the benefit of the Department of Employment Security, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section \$.17: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, Department wishes to extend the Vendor software licenses utilized by the Department of Employment Security for one (1) year from July 1, 2009 through June 30, 2010, the Department and the Vendor seek to clarify the Agreement.

WHEREAS, the Department wishes to increase the contract price by \$9,977.00 to bring the total contract price from \$2,857,389.00 to \$2,867,366.00.

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

Contract Document, Contract Agreement: General Provisions is hereby amended as follows:

 Amend Section 1.8 of the General Provisions of the Agreement; Price Limitation by increasing the amount by \$9,977.00 from \$2,857,389 to \$2,867,366.

Exhibit A: Contract Deliverables of the Agreement is kereby amended as described in Table 1: TABLE 1

Section 1.2:	$ \mathbf{p} $
Product	
Deliverables,	l
paragraph I and	
the last table	
referencing the	ŀ
Department of	707
Employment	KI
Security	

DELETE:

The tables below detail the specific licenses with CA that comprise the Emerprise License Agreement (ELA) for the period commencing July 1, 2008 through June 30, 2013 with the exception of the two licenses for the Department of Employment Security which shall be renewed for the period commencing July 1, 2008 through June 30, 2009 only.

REPLACE WITH THE FOLLOWING:

The tables below detail the specific licenses with CA that comprise the Enterprise License Agreement (ELA) for the period commencing July 1, 2008 through June 30, 2013 with the exception of the two licenses for the Department of Employment Security which shall be renewed for the period commencing July 1, 2008 through June 30, 2010 only.

Initial all pages CA, Inc. Initials

DolT Contract Amendment

Page 1 of 7

The following licen for one (1) year only	ses for the Departmen y.	l of Employme	nt Security w	vill be renewed	
ENDING: THE	Plant Bank	ः एक्षाज्ञास्य	学: 特許.提	P. Carrier	į
	Fight Comment		Argest 6		
		distriction of the second			ì
CA Dynam /3	BrightStor CA-	171 MUS	VSE	UMF	Z
Tape	Dynam/T Tape	1	1	,	
Mmagement*	Management	<u> </u>	1	<u></u>	
CA	Unicenter CA-	171 MUPS	VSE	UMF	_
Emytriere	Easytrieve Plus	1	1	1	
Plus Report	Report Generator	}]	ſ	
	ng used on a singled (,			_
	THE POLLOWI	NG:	Security wil	I be renewed	
*Product is bel REPLACE WITH The following license through June 30, 20	THE POLLOWI	NG:	Security wil	l be renewed	-
*Product is bel REPLACE WITH The following license	THE POLLOWI	NG: of Employment	on store	l be renewed	
*Product is bel REPLACE WITH The following license through June 30, 20	THE POLLOWI	NG: of Employment	on store	l be renewed	
*Product is bel REPLACE WITH The following license through June 30, 20	THE POLLOWI is for the Department of 10 only.	NG: of Employment		l be renewed	
*Product is bel REPLACE WITH The following license through June 30, 20	THE POLLOWI is for the Department of 10 only. BrightStor CA-	NG: of Employment	on store	l be renewed	
Product is being REPLACE WITH The following license through June 30, 20 Algorithms of the second s	THE POLLOWI is for the Department of 10 only. BrightStor CA- Dynam/T Tape	NG: of Employment			
Product is bel REPLACE WITH The following license through June 30, 20 Algorithms of the second sec	THE POLLOWI as for the Department of 10 only. BrightStor CA- Dynam'T Tape Management	NG: Of Employment Misself	VSE	UMF	
Product is bel REPLACE WITH The following license through June 30, 20 SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF T	THE POLLOWI a for the Department of 10 only. BrightStor CA- Dynamo'T Tape Management Unicenter CA-	NG: of Employment			
*Product is bel REPLACE WITH The following license through June 30, 20 Address in the product of the product	THE POLLOWI Is for the Department of 10 only. BrightStor CA- Dynam/T Tepe Management Unicenter CA- Easytrieva Plus	NG: Of Employment Misself	VSE	UMF	
Product is bel REPLACE WITH The following license through June 30, 20 Miles III (1997) CA Dynam /T Tepe Management CA	THE POLLOWI a for the Department of 10 only. BrightStor CA- Dynamo'T Tape Management Unicenter CA-	NG: Of Employment Misself	VSE	UMF	

Exhibit B: Price and Payment Schedule of the Agreement is hereby amended as described in Table 2:

DolT Contract Amendment
Page 2 of 7

ידרא ואמ

This is a Firm Fixed Price (FFP) Contract in the total amount of \$ 2,857,389. This Firm Fixed Price Contract includes the following:

Office of Information Technology	MVS product set	usage rights up to 260 MIPS	
Dept of Administrative Services	VSE product	usage rights up to 171 MIPS on sny 1 CPU	July 1, 2008- June 30, 2013
Dept. of Administrative Services	VM product set	usage rights up to 171 MIPS on any 1 CPU	July 1, 2008- June 30, 2013
Dept. of Safety	VSE product	usage rights up to 171 MIPS on any 1 CPU	July 1, 2008- June 30, 2013
Dept. of Employment Security	VSE product set	usage rights up to 171 MIPS on any 1 CPU	July 1, 2008- June 30, 2009
Office of Information Technology	CA Spectrum Products	Usage rights specified on Exhibit A	July 1, 2008- June 30, 2013
Dept. Of Health and Human Services	ALLFusion Products	Usage rights specified on Exhibit A	July 1, 2008- June 30, 2013

The proposed partnership fees and associated savings are contingent upon all remaining licenses being renewed for a five (5) year period.

Supplemental License Fees (SLF) are one time fees for each MIPS capacity imprade.

Supplemental Usage and Maintenance Fees (SUMF) are promised for the year of the MIPS increase and charged annually thereafter for the term of the agreement.

In July 2009 the mainframe capacity requirements of the existing licensed 260 MIPS on the MVS operating system may increase to 293 (2096/002 to a 2096/P02). By July 2010, if not sooner, the mainframe capacity requirements of the existing licensed MIPS of 293 for the MVS operating system may increase to 333 (2096/P02 to a 2096/Q02).

In the event the existing licensed MIPS quantity of 260 MIPS is increased to 333 MIPS at one time instead of the proposed two stage MIP increase, the proposed total SLF would apply at the time of the MIPS capacity increase and the SUMF

Initial all pages
CA, Inc. Initials

DoTT Contract Amendment

Page 3 of 7

for a 73 MIP increase would apply at the same time. If this event occurs, any increase in the annual payment amount, over the authorized amount in this contract, would have to be approved by Governor and Council through the Contract Amendment process.

REPLACE WITH THE FOLLOWING:

This is a Firm Fixed Price (FFP) Contract in the total amount of \$2,867,366.90 This Firm Fixed Price Contract includes the following:

Office of Information Technology	MVS product set	usage rights up to 260 MIPS	July 1, 2008- June 30, 2013
Dept of Administrative Services	VSE product set	usage rights up to 171 MIPS on any 1 CPU	July 1, 2008- June 30, 2013
Dept. of Administrative Services	VM product set	usage rights up to 171 MIPS on any 1 CPU	July 1, 2008- June 30, 2013
Dept. of Safety	VSE product set	usage rights up to 171 MIPS on any 1 CPU	July 1, 2008- June 30, 2013
Dept. of Employment Security	VSE produci sel	usage rights up to 171 MIPS on any 1 CPU	July 1, 2008- June 30, 2010
Office of Information Technology	CA Spectrum Products	Usage rights specified on Exhibit A	July 1, 2008- June 30, 2013
Dept. Of	ALLFusion Products	Usage rights specified on Exhibit A	July 1, 2008- June 30, 2013

The proposed partnership fees and associated savings are contingent upon all remaining licenses being renewed for a five (5) year period.

Supplemental License Fees (SLF) are one time fees for each MIPS capacity upgrade.

Supplemental Usage and Maintenance Fees (SUMF) are prorated for the year of the MIPS increase and charged annually thereafter for the term of the agreement.

In July 2009 the mainframe capacity requirements of the existing licensed 260 MIPS on the MVS operating system may increase to 293 (2096/002 to a 2096/P02). By July 2010, if not sooner, the mainframe capacity requirements of the existing licensed MIPS of 293 for the MVS operating system may increase to 333 (2096/P02 to a 2096/Q02).

Initial all		
CA, Inc.	Initials	11

DolT Contract Amendment

Page 4 of 7

In the event the existing licensed MIPS quantity of 260 MIPS is increased to 333 MIPS at one time instead of the proposed two stage MIP increase, the proposed total SLF would apply at the time of the MIPS capacity increase and the SUMF for a 73 MIP increase would apply at the same time. If his event occurs, any increase in the annual payment amount, over the authorized amount in this contract, would have to be approved by Governor and Council through the Contract Amendment process.

DELETE:

Renewel Foos	\$540,920,00	\$530,942,00	\$ 530,942,00	\$530,942,00	\$530,942,00	\$2,664,688,00	Т
Mainflanc SLE	5 0.00	\$ -54,259,00	\$_65,769.00	\$ 0.00	\$ 0.00	\$ 120,028,00	+
Mainfranc	2 0.00	\$ 9,517,00	\$ 21,052,00	\$ 21,052,00	\$ 21,052,00	\$ 72.673.00	ナ
SUME .			,		<u> </u>		1
· -							

۱	12							7.7
I	1.27		$\mathbf{v}(\mathbf{r}) = \mathbf{v}(\mathbf{r}) = \mathbf{r}_{-1}$	F4				
1		20,40,000,00	6540 610 60	\$ 530,942.00	2 20 042 00	8630 043 00		: :
ł	Renoval Fors Mainfrage SLF	\$540,920,00 \$ 0,00	\$549,919,09 \$ 54,259,00	\$ 65,769.00	\$ 530,942,00	\$ 0.00	\$7,674,665.00	
ĺ	Maintaine	\$ 0.00	\$ 9.517.00	\$ 21.052.00	\$ 21,052,00	\$ 21,052,00	\$ 120,021.00	
l	SUME	A	<u> </u>	A ALWAREN	A STATES	R. ALIVERNA	<u>\$72.673.00</u>	1
ı	27.E: 14		Sale Line Field	1.7 (1 1. 1.7)	3			3 %

DELETE:

Notwithstanding anything in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments exceed \$2,857,389.

REPLACE WITH THE FOLLOWING:

Notwithstanding anything in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments exceed \$2,867,366.

Initial all pages CA, Inc. Initials DolT Contract Amendment

Page 5 of 7



Exhibit C: Special Provisions of the Agreement is hereby amended as described in Table 3:

ADD:

Section 2:

Insurance
Requirements

Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident;

is hereby amended to read:

Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per lacident;

TABLE 4: Contract 2009-007A ~ License and Maintenance of Utility Software, Contract Amendment Descriptions

Contract #2009-007	Original Contract	July 1, 2008	\$2,857,389.00
Amendment #229-007A	First Amendment (A)	July 1, 2009	\$ 9,977.00
	The second second		

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

initial all pages CA, inc. initials Dol'T Contract Amendment

Page 6 of 7

IN WITNESS WHEREOF, the parties have hereunto set their hands as o	I the day and year first above written.
1	
Date	51409
CA, Inc.	-ded-
Corporate Signature Novelett	•
STATE OF NO. 1105 K	
C Ch IV	•
COUNTY OF 30 HOLK	•
On this the 6 day of A.Y., 2009, before me,	· m · · · c
ATRACTY STEGILSS the underigned O	Afficer III A NA Ox
personally appeared and acknowledged her/himself to be the fight of CATC., a corporation, and the	or ench at each
	accused the foregoing instrument for
the purposes therein contained, by signing the name of the corpo	nation by her/himself as
MANIAGE SAKE HOW WITHING	
IN WITNESS WHEREOF I hereunto set my hand and official st	æl.
\wedge	
(Deblie Masicaro	
Notary Public/Justice of the Peace	
Marconinin Roman I AX Dall	
My Commission Expires: 6. 23. 2011	
(SEAL) Deserte Musicare	
Notary Public, State of New York	
State of New Hampshire Charles in Sunty	•
Compliant Colors Com 23, 18 434)	
	- / /
Date:	5/13/01
Richard C. Bailey, Jr, Chief Mifort action Officer	7 7
Department of Information Technology	
·	
	•
Approved by the Attorney General (Form, Substance and Execution	n)
	1 []
Date:	6/1/69
Suzan Lehmanir	
State of New Hampshire, Department of Justice	
·	•
nitial all pages	DolT Contract Amendment
CA, Inc. Initials	Page 7 of 7

CA, Inc.

Certificate of Assistant Secretary

The undersigned, Donald H. Kronenberg, being the duly authorized Assistant Secretary of CA, Inc., a Delaware Corporation (the "Company"), hereby certifies that:

- 1. Attached hereto as Exhibit A is a true copy of excerpts of certain resolutions relating to a delegation of authority to the Chief Executive Officer of the Company, duly adopted by the Board of Directors of the Company at a meeting held on June 7, 2006, (the "June Board Resolutions").
- Attached hereto as Exhibit B is a true copy of the Subdalegation of Authority for Execution of Sales or Services Agreements by the Chief Financial Officer dated January 9, 2009, with the names of the subdelegates other than Gragory Stragusa reducted.
- 3. Such Delegation Authorizations have not been revoked and are now in full force and effect.

IN WITNESS WHEREOF, the undersigned has signed this Cartificate as of May 20^{7} 2009.

Assistant Secretary

STATE OF NEW YORK)

COUNTY OF SUFFOLK)

SWORN TO AND SUBSCRIBED before me appeared Donald H. Kronenberg on this 4th day of May, 2009.

> Mark F. Lollio Notary Public, State of New York No. 02L06161484 Qualified in Suffolk County
> Commission Explans February 26, 2011

▲शकिक्व

DELEGATION OF AUTHORITY FROM THE BOARD OF DIRECTORS TO THE CHEF EXEGUTIVE OFFICER OF CA. INC. [Anni 19, 2008]

Excerpt 1:

As used in this policy (the "Policy") regarding the delegation of authority from the Board of Directors to the Chief Executive Officer of CA, inc. (the "Company"), the lowing terms shall have the following the company.).

Exception:

a. "Commercial Sales Agreements" mean agreements between the Commercial Sales Agreements or Related Enflats for the leasted Enflats for the sales or Related Enflats or Related by auch Third Parties or Related by auch Third Parties or Related or distribution of Company products by auch Third Parties or Related Enflates.

- histolectual Property Agreements" mean Scarsing or other conveyences, to or from the Company, of rights and/or 86e to interfectual property assets.
- "Neisted Entity" masse styl corporation, partecning, joint venture of other entity in which the Company holds on literast, other than a Subaidistry.
- "Subsidery" means any entity of which the Cempeny owns, directly or indirectly, over IRy percent of the voting power of outstanding shares or other interests, or which the Company otherwise controls.
- e. Third Party' meens any entity other than the Company or any of its. Related Entities or Subsidiantes.
- Except 2:

 The authority to approve transactions, and to sub-delegate the authority to approve transactions, within the following limits is delegated to the Chief Executive Officer of the Company:

: श्रे स्टाब्य्यं : अस्ति : अ

a. Intellectual Property Agraements sins not exceed \$50 million in consideration, whether in each or in lend, to be paid or received by or on on behalf of the Company, within three years of the date such agreement is entered.

Excenpt 5: Other

b. Commercial Sales Agreements and other agreements, contributed by course of business.

٠2٠

Gregory V. Stragush the Company with Third Parties on Related Emittees after receipt of avidence of the teathele suproveits under the Sales DOA and BAR to the officers and employees of the Campany, as set farth below: redelogate the authority to enter into Sales or Services Agreements on behalf of the Company. Fursuant to this authority, I hereby extended current for enter into Sales or Services Agreements on behalf of By subdedogenon canod October 13, 2006, the CEO delegated to the CPO the authority to subdesigate or Third Perly" means any paraon other than the Company or one of the Company's sulated Entitles! סד מאבכענטטח. Embellockies Property Asset Standing Agreements as in force and posted on the CA Intrans. of this time "Sales DOA" means the Delegations of Authority for Commercial Sales or Services Agreements and an equity interest of 20 percent or more, or relative of such person. "Related Entity" means, with nespect to any person, any subsidiny, entity in which such person has Third Parties or Related Entitles. distribution of Company products by Third Parties or Related Entities or the provision of services to Commended Sales or Services Agreements includes agreements that allow for the use, Beensing, or TAP" mesns the Transaction Approval Process approved by the COO, CFO, Evy Worldwide Sales.
Operations, EVP Products, EVP Partners, SVP Services, and Worldwide Law Department as in force, and posted on the CA intrastic at the time of exception. rapriment galwoilof orti oval lists frammont stat in basts arrest galwoilo? orti suthority), to enter into Sales or Services Agnesments with Third Parkes or Related Entitles. Officer (*CEO*) of the Company the authority (including the purhouty to subdelegate and redelegate such By resolution adopted on February 1, 2005, April 11, 2005, and June 7, 2006, the Beard of Directors of CA, Inc., Uto's Company) delegated to the Chief Executive THE EXCEPTION OF BALLS OR SERVICES AGRESSION SUSPELECATION OF AUTHORITY

2009 Intracted to another current delegations of suffrority "Execution POA") shall be updated from time-to-time and the timer-current copy shall be posted on the CA The Subdelegation of Authority for Execution and Delivery of Sales of Services Apresinents (the

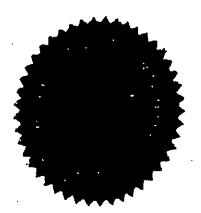
בע זייכ Charlet Prenche Officer EXECUTIVE VICE ITEMORITE AND Nahay E. Co

State of New Mampsqure Bepartment of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CA, Inc. d/b/a CA - IT Management Software in New Hampshire, a(n)

Delaware corporation, is authorized to transact business in New Hampshire and qualified on June 25, 1984. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Scal of the State of New Hampshire, this 8th day of May, A.D. 2009

William M. Gardner Secretary of State

. *	on on Risk Services Northeast, on york My Office 33 Marter Street ow York MY 10038-3551 USA	inc.	AND CONFER	s no rights ui Loces hot am	DASA MATTER OF INF PONTHE CERTIFICATE END, EXTEND OR ALTE HE POLICIES BELOW.	HOLDER THIS
	.(8 <u>66) 283-7122</u> #	x-(847) 953-5390	IN	URERS APPORT	ING COVERAGE	MARC
		12. (B41) 332-3330	PRIVER A: S	entry Ins A M	utual Company	24988
C	a, Inc. and all Subsidiarie		PERMER B: L	(berty Mrtua)	Fire Ins Co	23015
	ne Computer Associates Plaz Slandia MY 11749 USA	•	POLEST C:			
			PERMIT D			
		•	PELLIA 2:		· · · · · · · · · · · · · · · · · · ·	
THE P	CLICIZE OF PROFITANCE LISTED BELOW BEQUITEMENT, TERM OR CONCITION A RAY, THE ROUMANCE AFFOREDED BY THE EGATE LIMITS SHOWN MAY HAVE BE	F AMY COMPRACT OR OTHER E POLICIES DESCURSO HERRÉ	. DOCUMENT WITH RE NI SUBJECT TO ALL	THOUSE OF THE	HEROME AND CONCENTIONS O	SUZD OR MAY
	TYPE OF INCULARES	POLUCY HUMBER	POLICY SPYECTIVE	PRINCY EXPRINTED	1	vin
-	CENTERAL LIMITENTY	901605703	04/01/09	04/03/10	BACH OCCURRENCE	\$1,500,00
۱.	X CONTRACT CONTRACT PROPERTY	,]		,	DANAGE TO REFITED	\$1,000,00
1	CLAME HADE X 0000				Printed (to convent)	118.00
		_			PERSONAL & ADV BOOKY	11,001,00
				,	GP-GRAL AGUSEOATS	\$1,004,00
	GENTL ACCIDENATE LINET APPLIES PE	1	-	•	PRODUCTS - COMMOP AGO	23,000,00
1	N warts □ ## □ rx					
 	AUTOMORIE LIABILITY	80-16057-04 (ADS)	04/03/09	94/01/10	CONSTRUCTO CONCLE LANGT	\$3,000,000
	ALL GRANED AUTOR	90-16057-05 (MA)	04/01/09	64\Q1\10	BCDELY BUXBY (For proced)	
	MON SAMED VILLOR				PCDRLY POLICY (For architect)	
	<u> </u>				PROPERTY DANACE (Po smitur)	
	GARAGE LABILITY			•	AUTO BHLY - EA ACCIDENT	
ł	ANY AUTO	ł	1 1		DTHUR THLAN BAACT AUTO SHELY:	
_	TO COM A MINER TO LA LUMB LOTY		04/01/09	P4701719	AGG	\$25,000,000
	<u> </u>	TH2623093580019	04/01/09	47022	ACCRECATE	\$25,000,000
	X octor CYPE HUE		1		AGREGATE	25,122,000
	DEDUCTELE X RETENTION £10,000			j		
	SACRETURE CONTINUES TO SACRETURE AND	901605703	04/03/09	W/ULJW -	X MC STATU DITH	
,	CHPLOYER LIABILITY		}	ļ	ELL BACH ACCIDENT	\$1,600,000
	ANY PROPRIETOR! METHER PERSENTIVE OTTERSHIBMERS RECURSION		1	[EL DISEASCA MOLDISE	\$1,600,000
	S'yel, dans'in mon EPECIAL PROVIDENCE heire				LL DEEAST-RECT LINES	11,600,900
	ОТВЕЗ				· ·	
	N OF OPENATIONS ADDICATIONS AVENCULARY	LUBIONS ADDED BY ENDORDER	HTAPECIAL PROVISIONS			

State of New Hompshire Office of Information Technology 27 Hazen Drive Concord MH 03301 USA SHOULD ANY OF THE ABOVE ENCERNED POLICIES SE CAMERLISS SEPORE THE EXPELIENT DATE THEREOF, THE SERVICE SELECT WILL SHOULD AND THE MEATHER STREET, STREET CASTRICATE HOLDER HAMED TO THE LEFT, BUT FAILURE TO DO SO SHALLMOCK NO CHARACTER OR LARRESTY AND ANY CONTRACT HOLDER TO THE LEFT, STATE FAILURE TO DO SO SHALLMOCK NO CHARACTER OR LARRESTY AND ANY CONTRACT.

AUTHORIZED REPRESENTATIVE

سکھ	Bed Same Nature I	_



Richard C. Balley, Jr. Chief Information Officer

OFFICE OF INFORMATION TECHNOLOGY Office of the Governor

27 Hazen Dr., Concord, NH 03301 603-271-2843 1-800-852-3345 x2843 Eax: 603-271-1516 TDD Access: 1-800-735-2964

June 4,2008 June 4,2008 Item#4

May 19, 2008

His Excellency, Governor John Lynch and the Honorable Executive Council State House Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Office of Information Technology (OIT) to enter into a SOLE SOURCE Contract (# 2009-007) with CA, Inc. of Islandia, New York (Vendor # 60170) for licenses, usage, and maintenance of software used to maintain and develop software, manage mainframe computing and network resources and technical support services for a firm fixed price of \$2,857,389 for a five-year period from July 1, 2008 through June 30, 2013 upon Governor and Council approval. 100% Other Funds (Agency).

Funding is available in the following accounts, Operations Division, with authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified. Funds are anticipated to be available in SFY2010, SFY2011, SFY2012, and SFY2013 upon the availability and continued appropriation of funds in the future operating budgets.

*Account Number	Budget Line	Description	Fiscal Year	Amount
010-003-1670-0300-096-0230-7130460	19392	Technology-Software	2009	\$503,869.,94
010-003-1670-0300-024-0230-7130400	20478	Technology Software	2009	\$ 9,976.72
010-003-1670-0300-024-0230-7130400	19607	Technology Software	2009	\$ 27,073.34
010-003-1670-0300-096-0230-7130460	TBD	Technology-Software	2010	\$594,718.00
010-003-1670-0300-096-0230-7130460	TBD	Technology-Software	2011	\$ 617,763.00
010-003-1670-0300-096-0230-7130460	TBD	Technology-Software	2012	\$ 551,994.00
010-003-1670-0300-096-0230-7130460	TBD	Technology-Software	2013	\$ 551,994.00
TOTAL				\$2,857,389.00

Is allocated to Job numbers: 03950047, 03950085, 03230017, 03950090, 03270049, 03030093

EXPLANATION

The CA proprietary software has been used by the Office of Information Technology since 1993 to efficiently monitor and manage the mainframe computing resources and to support software maintenance and development of applications for the Department of Health and Human Services (DHHS) NECSES (New England Child Support Enforcement System), New Heights (benefits eligibility), Bridges, New Hampshire Employment Security, Administrative Services Financial Data Management applications (IFS, GHRS and Budgets), OIT Networks (NH IT Networks) and the Department of Safety (SPOTS database used by the State Police during traffic stops). The software has proven reliable and is deeply integrated into the applications and the operations management.

On June 22, 2005, a prior three (3) year contract was approved by Governor and Council (Item #AA) with Computer Associates International; Inc. for multiple software products and services across multiple agencies. This contract was amended September 13, 2006 to assign the contract to CA, Inc. and include the Aprisma Spectrum software with the original software licenses, maintenance, and technical support, bringing the total annual cost to \$520,000.

Alternate products were investigated and were reviewed for their function and the effort required to implement conversions. The net result of the cost of the software and maintenance, the cost of resources to staff conversion efforts, the cost risk of negatively impacting both State and Federal mandated service levels, and training time required, would not result in any savings.

DHHS New HEIGHTS is planning an application re-development project during the next biennial budget which may require additional Central Processing Unit (CPU) capacity. In planning for this event, pricing for software costs was requested from CA and other software vendors. There are two cost components in software upgrades, an upgrade fee and an increase in the annual maintenance fee. CA reduced their upgrade fees from \$461,266 to \$120,028, resulting in a savings of \$341,238 when the upgrades are required. The increase in the CA annual maintenance fee was also reduced from \$87,743 to \$21,052, resulting in an additional annual savings of \$66,421 once the upgrades have taken place. The anticipated annual maintenance fee savings over the five-year lifespan of this agreement is expected to be \$204,413. Currently, there are two upgrades planned to allow for the purchase of the required capacity to avoid an overcapacity purchase situation. These savings resulted from indicating to CA our willingness to explore products from alternative vendors. In the event the additional CPU capacity is not purchased, \$120,028 in software upgrade fees and a total for the five years of \$72,673 in annual maintenance fees will not be expended.

This CA contract includes a provision for a one-time price increase of 5%. Usually there are 5-10% increases annually from other software vendors. This will provide cost stability and predictability through the next two (2) biennial budgets.

Based on all of these factors, it is recommended that the State continue to use CA products with a direct relationship, sole source contract with CA.

and Honorable Executive Council May 19, 2008 Page 3

The CA contract conforms to the OIT Strategic Goal of Improving and Standardizing State Government Information Technology Infrastructure, specifically Software Procurement Streamlining as documented in the New Hampshire Information Technology Plan 2005-2009, approved October 18, 2005 by the Governor and Executive Council.

OIT estimates that the 100% Other funds will be 40% General Funded out of their agency Class 027 appropriations.

The Office of Information Technology has reviewed and approved the request for this contract and we respectfully request your approval.

Respectfully submitted

Richard C. Bailey, Ir.

Chief Information Officer

RCB/efg RID #s 6735, 6920, 6921, 6922, 6923

1)

CONTRACT AGREEMENT

The State of New Mampshire and the Contractor hereby mutually agree as follows:

State of New Hampahire Office Technology	ef laformation	1.2 State Agracy Address . 27 Hazen Drive, Concord, NH 03301		
1.3 Contractor Name CA, Inc.		1.4 Contractor Address One CA Plans, Islandis, NY J 1749		
1.5 Account No. See Contract Agreement — Account Codes on the following page	1.6 Completion Date June 30, 2013	1.7 Audit Dae	1.8 Price Limitation \$ 2,857,389.00	
1.9 Contracting Officer for State Richard C. Bailey, Jr.	Agency	1.10 State Agracy Telephone Number 603 223-5703		
1.11 Contractor Signature		1.12 Name & Title of Contracto	r Signor	
Harra source	70 2190108	Maria Speciale Hanager, Sales Au		
1.13 Acknowledgement: State of	FUZ To VIEWOD, VILL	HOIK		
On 5.30.03 , before satisfactorily proven to be the per document in the especity indicate 1.13.1 Signature of Notary Public	race whose name is signed of it block 1.12.	personally appeared the person ide in block 1.11, and acknowledged	milied in block 1.12 or that the executed this	
m is shall start	Capican	•		
וו בנפשעים וו	VILLEOUS Ristice of the Peace	·		
1.13.2 Name & Title of Novary or	Ristice of the Peace	·		
1.13.2 Name & Title of Novary or Descrie Miusico	Ristice of the Peace	1.15 Name/Title of State Agency Richard C. Bailey, Jr., Chief Int		
1.13.2 Name & Title of Novary or 1.14 State Agend Statements	Rustice of the Peace	Richard C. Bailey, Jr., Chief In		
1.13.2 Name & Title of Notary or 1.14 State Agency Department of P. 1.16 Approval by Department of P. 1.16 A	Rustice of the Peace	Richard C. Bailey, Jr., Chief Infation for Individual Consultants) Director, On:		
1.13.2 Name & Title of Novary or 1.14 State Agency Statements 1.16 Approval by Department of P.	Rustice of the Peace	Richard C. Bailey, Jr., Chief Infation for Individual Consultants) Director, On:		
1.13.2 Name & Title of Notary or 1.14 State Agency Processor (1) 1.16 Approval by Department of P. 1.17 Approval by Attorney Genera	Rustice of the Peace O Note: G	Richard C. Bailey, Jr. , Chief Infation for Individual Consultants) Director, On: cution)	ormation Officer	

2009-007 OIT CA Contract-Statement of Work Initial All Pages: 5/19/2008

Page 1 of 25 57

Deserie Musicare Notary Public, State of Row York No. 5000220 Qualified in Suffelt County Commission Expires June 23, 18



301:

CONTRACT AGREEMENT

Account Codes for the Contract Period July 1,2008-June 30, 2013

*Account Number	Budget Line	Description	Fiecal Year	Amount
010-003-1670-0300-096-0230-7130460	19392	Technology- Software	.2009	\$503,86994
010-003-1670-0300-024-0230-7130400	20478	Technology Seftware	2009	3 9,976.72
010-003-1670-0300-024-0230-7130400	19607	Technology Software	2009	\$ 27,07334
010-003-1670-0300-096-0230-7130460	TBD	Technology- Software	2010	3594,718.00
010-003-1670-0300-096-0230-7130460	TBD	Technology- Software	2011	\$ 617,763.00
010-003-1670-0300-096-0230-7130460	TBD.	Technology- Software	2012	\$ 551,994.00
010-003-1670-0300-096-0230-7130460	TBD	Technology- Software	2013	\$ 551,994.00
DOTAL			1	\$2,857,389.00

These account numbers are listed for State's record keeping purposes only.

2009-007 OIT CA Contract Initial All Pages: CA's initials:

5/19/2008

Page 2 of 25 57



TABLE OF CONTENTS

7. 7	CONTRACT DOCUMENTS.	
1.1	CONTRACT DOCUMENTS.	
1.2	Order of Precedence	
1.3	Order of Precedence Non-Exclusive, Firm Fixed Price Contract	
2. 0	CONTRACT TERM	•
2.1,	TEM	
2.2	SUPERSEDED LICENSES	}
2.3	CONTRACT MAINTENANCE AND TECHNICAL SUPPORT	1
2.4	Urorades	1
2.5	NEW PRODUCTS	1
2.6	AUTHORIZED USE	l
2.7	UPOTADE MIP'S CAPACITY-SUPPLEMENTAL PEES	
2.8	MIPS CAPACITY CALCULATION	
2.9	FUTURE PRODUCT DISCOUNT	1
3. C	OMPENSATION	1
	CONTRACT PRICE	
3.1	·	
4. C	ONTRACT MANAGEMENT	11
4.1	CA CONTRACT MANAGER	13
4.2	STATE CONTRACT MANAGER	
4.3	RECORDS RETENTION AND ACCESS REQUIREMENTS	14
4.4	ACCOUNTING REQUIREMENTS	
5. D I	LIVERABLES	3.5
5.1	DELIVERABLES AND SERVICES	
5.2	SOFTWARE	
5.3	WARRANTY	
5.4	MARITENANCE, UPDRADES AND TECHNICAL SUPPORT SERVICES	15
6. IN	TELLECTUAL PROPERTY	15
	STATE'S LICENSE	
6.1	STATE'S DISINESS	
6.2	STATE'S BUSINESS	
6.3		
7. US	e of state's information, confidentiality	16
7.1	USE OF STATE'S INFORMATION	16
7.2 S	TATE'S CONFIDENTIAL INFORMATION	16
	A'S CONFIDENTIAL INFORMATION	
_	URYIVAL	

2009-007 DIT CA Contract Initial All Pages:

5/19/2008

Page 3 of 25 57



8 .	GENERAL PROVISIONS
	CONDITIONAL HATURE OF THE CONTRACT HUMBER OF
8.2	COMPLIANCE BY CA WITH LAWS AND REQULATIONS: EQUAL EMPLOYMENT
Or	PORTUNITY
. 8.3	REGULATORY/GOVERNMENT APPROVALS
8.4	ACCESS/COOPERATION
که .	PERSONNEL
8.8	DISPUTE RESOLUTION PERSONNEL
2.7	TERMINATION
8.8	FORCE MAJEURE
. 8.9	CHANGE OF OWNERSHIP
g.10	CA'S RELATION TO THE STATE
11.8	ASSIGNMENT, DELEGATION AND SUBCONTRACTS
8.12	INDEMOTIFICATION
8.13	*LIABILITY
8:14	INSURANCE
8.15	WAIVER OF EVENT OF DEFAULT
8.16	NOTICE
8.17	AMENOMENT
. 8.11	CONSTRUCTION OF CONTRACT AND TERMS
8.19	THRED PARTIES
g.20	HEADINGS
8.21	CONTRACT EXHIBITS
8.12	SURVIVAL 25
B.23	ENTINE CONTRACT

2009-007 Off CA Contract Initial All Pages: CA's initials:

5/19/2008

Page 4 of 25 57



TERMS AND DEFINITIONS
Capitalized segme used in the Contract shall have the meanings given below:

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Agreement	A contract duly executed and legally binding.
CA	CA, Inc. having its principle place of business at One CA Plaza, Islandia, New York 11349
Confidential Information	Information required to be kept confidential from unauthorized disclosure under the Contract.
"Contract" or "Agreement"	License and Maintenance of Utility Software Contract 2009-007
Contract Documents	Documents that comprise this Contract (See Statement of Work, Section 1.1)
Contract Deliverables	Software Licenses and Maintenance and Technical Support Services provided by CA to the State under the Contract.
Contract Managers	The persons identified, in the Statement of Work (SOW), Section 4: Contract Management
Data ·	State's records, files, forms, dute and other documents or
Documentation	information in either electronic or paper form. All information that describes the installation, operation, and use of the Software, either in picted or electronic format.
Deliverables	Standard software licenses, maintenance including upgrades, patches and fixes, and help desk and technical support provided to the State by CA under the Contract.
Effective Date	The date on which the Contract takes effect upon Governor and Executive Council approval
Firm Fixed Price Commen	A contract with a fixed price that is not subject to increase, i.e., adjustment on the basis of CA's cost experience in performing the Contract.
JAAP	Generally Accepted Accounting Principles
Covernor and Executive	The New Hampshire Covernor and Executive Council
nitial Tom	July 1, 2008 through Ame 30, 2013
icensed Program	Software License granted to the State by CA
icenses	New Hampshire, Office of Information Technology, or its authorized agents. No other third person shall be, or be desired to be, entitled to the use or benefit of the Licensed Program at any State site.
icensee Site	Shall mean the data center size(s) identified in Exhibit C: Special Provisions, which are owned, operated or controlled by

2009-007 OIT	CA	Contrac
Initial All Page	.	۵
CA's initials:		روم

5/19/2008

Page 5 of 25,571



	de Circo
1.000.0	the State.
MIPS Capacity	Shall mean the aggregate computing power (expressed in millions of instructions per second and rounded to the next even multiple of 10) of all computers located at the Licenace Site(a), or which can remotely access such computers, irrespective of the platform designation of the hardware or operating systems, provided that such remote computer is capable of accessing, using, executing or benefiting from the licenace.
New Product	A new generation or variation of a licensed program that is intended for use with an operating system not yet developed or with a new release of an operating system specified in the Contract.
Non-Exclusive Contract	A contract execused by the State that does not restrict the State from seeking alternative sources for the product or service.
Non-Software	Deliverables that are not Software Deliverables, e.g., moetings,
Deliverables	help support
Office of Information	The Office of Information Technology established under RSA
Technology (OIT)	4-D within the Office of the Governor.
Order of Precedence	The order in which Contract/Documents preside in the event of a conflict or ambiguity.
Perpetual	A perpensal license grants perpensal use of the Licensed Programs denoted as Perpensal on Exhibit A stached herejo, Maintenance shall be for the Initial Term. Maintenance thereafter shall be subject to an amendment in this contract.
Proposal	CA's written proposal submitted to the State for license renewal cost contamment.
Software License	Licenses granted to the State under this Contract.
Software Support Level	A failure, deficiency, or defect resulting in the Software not conforming to its Specifications.
	Severity Level 1 —Urgent situations when the State's production system is down and the State is mable to use the Software. CA's technical support staff will, if possible, accept the State's call for assistance at the time the State places the initial call; however if such staff is not immediately available, the State's call will be returned within one (1) hour. CA will follow up with the State and will continue to work with the State to provide the State with a resolution or a temporary workaround. The State must also be available 24 hours a day so that any further documentation required by CA to continue work may be obtained from the State. Should the State's representative not be available to provide CA with any

2009-007 Off CA Contract Initial All Pages: CA's initials:

5/19/2008

Page 6 of 25 57

شنرتخ

j	required documentation, information or assistance, the Severity
	Level for the support issue will be downgraded to a Severity .
	Level 2, and shall remain downgraded until CA is provided all
1	required documentation, information and anistance. CA shall
,	use its diligent efforts to resolve Severily Level I problems as
ľ	quickly as possible.
· ·	
	Severity Level 2. A critical software system has significant
1	outages and/or failure precluding its successful operation, and
	possibly codengoring the State's cavirodiness. The Software
	essy operate but is soverely restricted (for example, a
. 1	frequently used subcommend gives an incorrect response).
1 ,	Severity Level 3. A minor problem exists with the Software
	but the majority of the functions are still tamble and some
	circumvention may be required to provide service (for
J	example, an infroquently used adocument gives an incorrect
Į.	response).
	Tesponer).
	Severity Level 4. A very minor problem or question that does
	not affect the Software's function (for example, the first of a
ţ	
SOW ·	mossage is worded poorly or mispelled Statement of Work
Specifications .	The written specifications that an forth the requirements which
J	include, without limitation, his RFP, the Proposal, the
ı	
1	Contract, any performance standards, Documentation,
	Contract, any performance manderer, Documentation, applicable state and federal patients, laws and regulations,
	Contract, any performance manderes, Documentation, applicable state and federal paticles, Isws and regulations, State technical standards, subsequent State-approved
	Contract, any performance manderes, Documentation, applicable state and federal paticles, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements
	Contract, any performance manderes, Documentation, applicable state and federal paticles, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract. The Specifications are incorporated,
	Contract, any performance manderes, Documentation, applicable state and federal paticles, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract. The Specifications are incorporated, by reference, as though completely set forth herein.
Smite	Contract, any performance manderes, Documentation, applicable state and federal paticles, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract. The Specifications are incorporated, by reference, as though completely set forth herein. State of New Hampshire,
State	Contract, any performance manderes, Documentation, applicable state and federal paticles, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract. The Specifications are incorporated, by reference, as though completely set forth herein.
Smt	Contract, any performance manderes, Documentation, applicable state and federal paticles, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract. The Specifications are incorporated, by reference, as though completely set forth herein. State of New Hampshire,
Şmt	Contract, any performance manderes, Documentation, applicable state and federal paticles, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract. The Specifications are incorporated, by reference, as though completely set forth herein. State of New Hampshire, Office of Information Technology
Şmt	Contract, any performance manderes, Documentation, applicable state and federal paticles, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract. The Specifications are incorporated, by reference, as though completely set forth herein. State of New Hampshire, Office of Information Technology 27 Hazen Drive
State State Confidential	Contract, any performance manderes, Documentation, applicable state and federal paticles, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract. The Specifications are incorporated, by reference, as though completely set forth herein. State of New Hampshire, Office of Information Technology 27 Hazen Drive
,	Contract, any performance manderes, Documentation, applicable state and federal paticies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract. The Specifications are incorporated, by reference, as though completely set forth herein. State of New Hampshire, Office of in formation Technology 27 Hazen Drive Concord, NH 03301
State Confidential	Contract, any performance manderes, Documentation, applicable state and federal paticies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract. The Specifications are incorporated, by reference, as though completely set forth herein. State of New Hampshire, Office of Information Technology 27 Hazen Drive Concord, NH 03301 State's information, regardless of its form, that is not subject to public disclosure under applicable state and federal laws and
State Confidential	Contract, any performance manderes, Documentation, applicable state and federal paticies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Commet. The Specifications are incorporated, by reference, as though completely set forth herein. State of New Hampshire, Office of Information Technology 27 Hazen Drive Concord, NH 03301 State's information, regardless of its form, that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to New Hampshire RSA
State Confidential Records	Contract, any performance manderes, Documentation, applicable state and federal paticles, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract. The Specifications are incorporated, by reference, as though completely set forth herein. State of New Hampshire, Office of Information Technology 27 Hazen Drive Concord, NH 03301 State's information, regardless of its form, that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to New Hampshire RSA Chapter 91-A.
State Confidential	Contract, any performance manderes, Documentation, applicable state and federal paticles, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract. The Specifications are incorporated, by reference, as though completely set forth herein. State of New Hampshire, Office of Information Technology 27 Hazen Drive Concord, NH 03301 State's information, regardless of its form, that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to New Hampshire RSA Chapter 91-A. Any information contained within State systems in electronic
State Confidential Records State Data	Contract, any performance manderes, Documentation, applicable state and federal paticies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract. The Specifications are incorporated, by reference, as though completely set forth herein. State of New Hampshire, Office of Information Technology 27 Hazen Drive Concord, NH 03301 State's information, regardless of its form, that is not subject to public disclorure under applicable state and federal laws and regulations, including but not limited to New Hampshire RSA Chapter 91-A. Any information contained within State systems in electronic or paper format.
State Confidential Records	Contract, any performance manderes, Documentation, applicable state and federal paticles, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract. The Specifications are incorporated, by reference, as though completely set forth herein. State of New Hampshire, Office of Information Technology 27 Hazen Drive Concord, NH 03301 State's information, regardless of its form, that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to New Hampshire RSA Chapter 91-A. Any information contained within State systems in electronic

2009-007 Off CA Contract initial All Pages: CA's initials:

5/19/2008

Page 7 of 25 57



.......

Subcontractor	A person, partnership, or company subcontracted by CA to perform under the Contract
Term	Initial period of the Contract and any extensions thereof.
UMF	A UMF (Usage and Maintenance Fees) license includes both usage and maintenance for the Initial Term of the Licensed Programs denoted as UMF on Exhibit A attached hereto. Thereafter, continued usage of the Licensed Programs is subject to payment of fees as set forth in an amendment to this contract.
Watranty Period	The period following Acceptance thiring which CA will provide Warranty Services to the State.
Warranty Services	The warranty services CA will provide the State during the Warranty Period.

Remainder of this page intentionally left blank

2009-007 OIT CA Contract Initial All Pages: CA's initials:

5/19/2008

Page 8 of 25 57



This Contract (this "Contract" or "Agreement") is by and between the State of New Hampshers, acting through the Office of Information Technology ("State"), and CA, Inc., a New York Corporation.

RECTTALS

The State desires to have CA provide Software Licenses and related maintenance, upgrades and technical support services to the State; and

CA wishes to provide the Software Licenses to the State and provide the maintenance, upgrades and acclasion support services to the State, all in accordance with the provisions of this Agreement,

NOW THEREPORE, in consideration of the foregoing, the minutel covenants and promises contained herein, the parties agree as follows:

1. CONTRACT DOCUMENTS

1.1 Contract Documents

This Contract is comprised of the following documents (Contract Documents):

Statement of Work

a. Exhibit A Contract Deliverables
b. Exhibit B Price and Payment Schedule

c. Exhibit C Special Provisions
d. Exhibit D Administrative Services

e. Exhibit E Maintenance and Technical Support Services
L Exhibit F Software License and Related Terms

g. Exhibit G Warranty

Exhibit H Contractor Proposal dated April 17, 2008

L Exhibit | CA Certificate of Vote

J. Exhibit | CA Certificate of Authority

L. Exhibit K | CA Certificate of Insurance

1.2 Order of Precedence

in the event of conflict or ambiguity among any of the text of the Contract Documents, the following Order of Precedence shall govern:

2. The Statement of Work

b. Exhibits A. B. C. D. E. F. G. I. J. K.

c. Proposel, Exhibit H.

2009-007 Off CA Contract Initial All Pages: CA's initials:

5/19/2008

Page 9 of 26 57



1.3 Non-Exclusive, Firm Fixed Price Contract

This is a Firm Fixed Price and Non-Exclusive Contract with price and term limitations as set forth in the Contract.

The State may, at its discretion, retain other contractors to provide the Contract Deliverables procured under the Contract. CA will not be responsible for any delay, act, or emission of such other contractors, except that CA shall be responsible for any delay, act, or omission of the other contractors if such delay, act, or omission is caused by or due to the fault of CA.

2. CONTRACT TERM

2.1 Term

The Contract shall take effect after full execution by the parties, and the receipt of required governmental approvals, including but not limited to, Governor and Executive Council approval (the "Effective Date").

CA's initial term will be from July 1, 2008 through June 30, 2013 (the "Initial Term") and may be extended for additional periods of one (1) year each, (together, the Initial Term and any extension thereof shall hereafter be referred to as the "Term") at the discretion of the State, subject to the parties prior written agreement concerning payments of license fees and usage and maintenance fees to be made during each extended term, up to but not boyond June 30, 2016.

Notwithstanding anything to the contrary in this Contract, any Contract extensions beyond June 30, 2013 thell require an amendment in writing signed by the State and by CA and shall be subject to approval of such amendment by the Governor and Council.

2.2 Superreded Licenses

All licenses respecting use of the Licensed Program(s) granted to the State by CA or any of its predecessors in Contract #2006-008, for use at the licensed installation sites, are hereby terminated at of July 1, 2008 (the "Superseded Licenses"), subject, however, to the obligations of the State (i) to pay those contracted obligations under the Superseded Licenses that have not been paid previously, and (ii) to maintain the confidentiality of the Licensed Programs and comply with the non-disclosure provisions of the Superseded Licenses. Any future use of or access to the Licensed Programs by the State at the licensed installation site shall be controlled exclusively by the terms of this License as amended hereby.

2009-007 OIT CA Contract Initial All Pages: CA's initials:

Page 10 of 25 57





STATEMENT OF WORK CONTRACT 2809-007 LICENSE AND MAINTENANCE OF UTILITY SOFTWARE OFFICE OF INFORMATION TECHNOLOGY STATE OF NEW HAMPEHIRE

Support Services

mbargqU k

Opgrade feet are texoclated with the increase in licerated MIPS Capecity in July 2009 from the existing licerated MIPS of 269 from the existing 1933 MIPS to 293 MIPS in 2096/PO2) and in July 2010 from the then existing 293 MIPS of 260 MIPS.

This assumes the current level CPU (2096/OOX) is upgraded only to the PO2 in July 2009 and then to the QO2 in July 2010.

toubord wolf 2.5

In addition to and separate from suspenition upgedes and enhancements to be provided as maintenance during the Totm, is the overeign of providing now in Lucescool Program that it designates and realons generally available as a new product (typically containing now function in addition to or different from existing modulity, a "Mow Product"), then upon CA's reacht of Same's written request and without additional charge, CA shall provide and income to the Same to the Name and conditions that Product for the Same's use during the Term, on the same terms and conditions that supply to the Licensed Program, without additional design to the Same's well conditions that contains the Licensed Program, without additional design to the Licensed Program, without additional design of the Same's are during the Term, on the same to the Same from the Licensed Program, without additional design of the Same and conditions of the Archive and CA's other parties.

SEU bestroditad 34

Authorized use imitations for the Software Licenses (with respons to each such Software Licenses the "Authorized Use Limitations") are set forth in the tables in Exhibit A: Contract Deliverables.

Any increase thereafor in licensed MIPS Capacity shall be subject to Section 2.7; Supplemental License Fee of the Contract and agreed to with appropriate State approval, and audject to the cancondratest process destribed in SOW, Section 5.17, Amendment, including but not limited to Covernor and Council approval. Use of a Licensed Program in excess of the applicable Authorized Use Limitation shall be subject to CA's prior written consent and payment of the applicable foce.

Where the Perpenui Licensed Programs are installed on multiple machines (physical & "virtual") each such installation ahall be counted for the purposes of determining the Authorized Use Limitation for that Licensed Program. A "virtual" PC and server environment is created where Virtual Machine Technology (which applies to both client and server bardware) is used to enable multiple instances of an operating client and server single computer simultaneously.

2009-007 OTT CA Contract Initial All Pages: CA's initials:

FE 2616 11 2849

8007/61/5



2.7 Upgrade MIPS Capacity - Supplemental Fees

The State may apprade the licensed MIPS Capacity during the Term in 2009 and again in 2010, if required, upon appropriate State prior written notice to CA and payment of the applicable one time Supplemental License Fees (SLF) and increased Supplemental Usage and Maintenance fees (SUMF) based on the fee schedule detailed in Exhibit B: Price and Payment Schedule.

In each instance, the Supplemental License Fee and Supplemental Usage and Maintenance fee shall be billable upon the State's giving notice to CA of its deare to increase the ficensed MIPS Capacity. The State shall pay the fee within thirty (30) days of CA's receipt of the State's written notice to upgrade, notwithstanding any installment payment schedule for the initial license fee. The License Fee and Usage and Maintenance fee shall be provided for the year of the increase and shall be payable in full thereafter.

In the event the existing licensed MIPS quantity of 260 MIPS is increased to 333 MIPS at one time instead of the proposed two stage MIP increase, the proposed total SLF would apply at the time of the MIPS capacity increase and the SUMF for a 73 MIP increase would apply at the same time. If this event occurs, any increase is the annual payment amount, over the authorized amount in this contract, would have to be approved by Governor and Council through the amendment process described in SOW, Section 8.17, Amendment.

2.8 MIPS Capacity Calculation

MIPS Capacity shall be calculated by reference to CA's published achedules of the MIPS espacity of processors. In the event that any particular processor is not accounted for on the CA schedule, the manufacturer's published specification of MIPS Capacity shall control.

2.9 Future Product Discount

At any time after the first anniversary of the Effective Date of the Contract and prior to the expiration of the Term of the Licenses granted hereunder as applicable, the State may give CA written notice ("Notice") of its election to cancel this Contract with respect to the Software Licenses ("Cancelled Program") as of an expiration date aspecified in the notice ("Cancellation Date"). In such event, (a) the State's right to possess and use each Cancelled Program shall terminate on the Cancellation Date, (b) The State shall immediately cease all use of the Cancelled Program, promptly delete and either destroy or return to CA all copies of the Cancelled Program and centify in writing as to such deletion and destruction or return; and (c) CA shall grant the State a discount equal to the aggregate of that portion of the installment(s) of the license fee respecting such Cancelled Program

2009-007 Off CA Control Initial All Pages: CA's initials:

5/19/2008

Page 12 0525 57



due on the next anniversary of the Effective Date following CA's receipt of the notice and on each subsequent environment (hereof (the "Discount"). Subject to full-payment of the licenses fees due hereunder, the State may apply the Discount toward attiefaction of up to fifty (50) percent of the installments of CA's prevailing license fees for licenses newly licensed after the date of the Notice and during the Term of the Contract mater CA's multi-year payment options. The Discount may not be combined with any other discount or credit then synliable to the State; no portion of the Discount shall be reimburnable in easit; and so portion of the Discount shall be reimburnable in easit; and so portion of the Discount shall affect the State's obligation to pay the fees set forth herein.

3. COMPENSATION

. 3.1 Contract Price

The Contract price, section of payment, and terms of payment are identified in Contract Bubilit B: Price and Payment Schedule.

4. CONTRACT MANAGEMENT

4.1 CA Contract Manager

CA shall assign a Contract Manager who shall be responsible for all Contract authorization and obtaining required Contract authorizations. CA's Contract Manager is:

Kevin Higgins
Senior Business Manager
CA, Inc
160 Bridge Street
East Windsor, CT 06088-9548
Phone 860-627-4571
Pax 860-654-1528
Kovin.higgins@ca.com

4.1 State Contract Manager

The State shall assign a construct manager who shall function as the State's representative with regard to Contract administration. The State Contract Manager in

Frank Catanese, Director
Office of Information Technology
27 Hazen Drive
Concord, NH 03301

2009-007 OFF CA Contract Initial All Pager: 97 CA's initials:

5/19/2008

Page 13:012557



TEL: (603) 223-5701 FAX: (603) 271-1516

EMAIL: frank.catanese@oit.nh.gov

4.3 Records Retention and Access Requirements

CA agrees to the conditions of all applicable State and federal laws and regulations, which are incorporated herein by reference, regarding retention and access requirements, including without limitation, retention policies consistent with the Federal Acquisition Regulations (PAR) Subpart 4.7 Contractor Records Retention.

CA shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently rollect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract CA shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including all appeals.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to importion, examination, sudit and copying by personnol so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimsch County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period termination of the Contract and one (1) year period following litigation relating to the Contract, including all appeals. CA shall include the record retention and review requirements of this action in any of its subcontracts.

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to CA's cost structure and profit factors shall be excluded from the State's review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

4.4 Accounting Requirements

CA shall maintain an accounting system in accordance with generally accepted accounting principles. The costs applicable to the Contract shall be ascertainable from the accounting system.

2009-007 OIT CA Contract faitial All Pages: CA's initials:

5/19/2008

Page 14 of 25 57



5. DELIVERABLES

5.1 Deliverables and Services

CA shall provide the State with Software Licenses and Maintenance, Upgrader and Technical Support Services for the Software required under the Contract, and as more particularly described in Exhibit A: Contract Deliverables

5.2 Software

CA shall provide the State with Software Licenses and Documentation required under the Contract, and more particularly described in Exhibit F: Software License and Related Torons.

5.3 Warranty

CA shall provide the Warranties and Warranty Services required under the Contract, and as more particularly in Exhibit G: Warranty.

5.4 Maintenance, Upgrades and Technical Support Services

CA shall provide the State with Maintenance, Upgrates and Technical Support for the Software required under the Contract, and as more particularly in Exhibit E: Maintenance and Technical Support Services.

6. INTELLECTUAL PROPERTY

6.] State's Liceuse

CA hereby grains the State the Software Licenses as more particularly described in Exhibits A, Deliverables and Exhibit F, Software License and Related Terms.

6.2 State's Business

All right, title and interest in State Data shall remain with the State. The State's rights in such Deliverables shall be for purposes of the State's business only. All other intellectual property rights in such Deliverables remain with CA. The State may not assign, re-license, rent or lesse the Software or use the Software for third-party training, commercial time-sharing, or service bureau use.

6.3 CA's Materials

Subject to the provisions of this Contract, CA may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the confidentiality provision of this Contract, CA shall not distribute any products containing or disclose any State Confidential Information. Subject to Section 7: Use of State's Information, Confidentiality, CA shall be free to use its general knowledge, skills and experience, and any idea, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Contract.

2009-007 OIT CA Contract Initial All Pages: CA's initials:

5/19/2008

Page 15 of 25 5



Without limiting the foregoing, the parties agree that the general knowledge referred to herein may in no event include: records of grand juries and perit juries; records of parole and perit juries; records of parole and periton boards; personal school records of pupilis; records pertaining to internal personnel practices, financial information, test questions, scoring keys and other examination data use to administer a licensing examination, examination for employment, or academic examination and personnel, medical, welfare, library use, video age sale or remail, and other files containing personally identifiable information that is private in nature.

7. USE OF STATE'S INFORMATION, CONFIDENTIALITY

7.1 Use of State's Information

In performing its obligations under the Contract, CA may gain access to information of the Stam, including State Confidential Information. "State Confidential Information" shall include, but not be limited to, information excerpted from RSA Chapter 91-A: Access to Public Records and Meetings (see e.g. RSA Chapter 91-A: Exemptions). CA shall not use the State's Confidential Information except as directly connected to and necessary for CA's performance under the Contract, unless otherwise permitted under the Contract.

7.3 State's Confidential Information

CA agrees to maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction, all State Confidential Information that becomes available to CA in connection with its performance under the Contract, regardless of its form. Any disclosure of the State's Confidential Information shall require prior written approval of the State. CA shall immediately notify the State if any request, subpoens or other legal process is served upon CA regarding the State's Confidential Information, and CA shall cooperate with the State is any effort it undertakes to contest the subpoens or other legal process at no additional cost to the State. In the event of unauthorized use or disclosure of the State's confidential information, CA shall immediately notify the State, and the State may immediately pursue any remedy at law and in equity, including, but not limited to, injunctive relief

7.3 CA's Confidential Information

Insofar as CA seeks to maintain the confidentiality of its confidential information, CA must clearly identify in writing the information it claims to be confidential. Notwithstanding the foregoing, the State acknowledges that CA considers the Software and Documentation to be CA confidential information. CA acknowledges that the State is subject to the Right to Know law, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified confidential information insofar as

2009-007 OFF CA Contract Initial All Pages; CA's initials:

5/19/2008

Page 16 of 25 57



it is consistent with applicable State and federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by CA as confidential, the Sum that motify CA and specify the date the State will be releasing the requested information. At the request of the State, CA shall ecoperate and assist the State with collection and review of CA's information at no additional exposure to the State. Any effort to prohibit or enjoin the release of the information shall be CA's sole response. If CA falls to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to CA without any State liability to CA.

7.4 Survival

This Section?: Use of State's Information, Confidentially, shall survive termination of the Contract.

8. GENERAL PROVISIONS

2.1 Conditional Nature of the Contract

Notwithstanding any provision in the Contract to the contrary, all obligations of the State, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of fauds, and in no event shall the State be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such fauds become available, if ever, and shall have the right to terminate the Contract immediately upon giving CA notice of such termination, in such event, all Term Software Licenses, designated in Exhibit A, granted hereunder shall immediately terminate and the State shall immediately cease are of the Software, delete the Software from all of its systems and return all copies of the Software and Documentation to CA.

The State shall not be required to transfer funds from any other account to the account identified in block 1.5: Account No. of the Contract Agraement in the event funds in that account are reduced or unavailable.

8.2 Compliance by CA with Laws and Regulations: Equal Employment Opportunity

8.2.1 In econection with the performance of the Cantract, CA shall comply with all statutes, laws, regulations, orders of federal, State, county or municipal authorities which impose any obligation or duty upon CA, including, but not limited to, civil rights and equal opportunity laws. CA shall also comply with all applicable local. State and federal liceraing requirements and standards necessary in the performance of the Contract.

2009-007 OFF CA Contract Initial All Pages: CA's initials:

5/19/2008

Page 17 of 25 57



- 8.1.1 During the term of the Contract, CA shall not discriminate against employees or applicants for employment in violation of applicable State or federal laws, including but not limited to non discrimination because of race, tolor, religion, creed, age, sex, handlesp or national origin and will take affirmative action to prevent such discrimination.
- 8.2.3 If the Contract is funded in any part by monies of the United States, CA shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (4) C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issues to implement these regulations. CA further agrees to permit the State or United States, access to any of CA's pertinent books, records, and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and covenants and conditions of the Contract.

8.3 Regulatory/Government Approvals

CA shall obtain all necessary and applicable regulatory or other governmental approvals to perform its obligations under the contract.

8.4 Access/Cooperation

As necessary for the performance of CA's obligations under the Contract, and subject to the applicable laws and regulations, the State shall provide CA with access to program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware.

The State will use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow CA to perform its obligations under the Contract.

8.5 Personnel

- 8.5.1 CA shall not hire, and shall permit no Subcontractor or other person, firm or corporation with whom it is engaged in a combined effort hereunder, to hire any person who is a State officer or employee, elected or appointed.
- 8.5.2 The Chief Information Officer ("CIO") of the Office of Information Technology, or his designee, shall be the State's representative. In the event of any dispate governing the interpretation of the Contract, the CIO's decision shall represent the final position of the State.

8.6 Dispute Resolution Personnel

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or

2009-007 OIT CA Contract Initial All Pages: CA's initials:

5/19/2008

Page 18 of 25 5 7



Confidential Information), the party believing itself aggrieved (the "Invoking Party") shall call for progressive menuagement imminment in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the invoking Party's right to any other remody permitted by this Contract.

The parties shall use all reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and piaces, between negotiators for the parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

Dispute Resolution Responsibility and Schedule Table

LEVEL	CA ·	THE STATE	CUMULATIVE ALLOTTED TIME
Primary	Kevin Higging Sr. Business Marager	Frank Catarone, Director Contract/Project Manager	5 Bustricas Days
First	Inck Limig* Arus Duciness Manager	Frank Catanago Disctor,* Contract/Project Manager	10 Business Days
Second	Bernadette Nixon* SVP Area Manager	Richard C. Balley, k. Chief Information Officer	15 Business Days

Or their successors

The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other party.

8.7 Termination

8:7.1 Termination for Default

Unless otherwise provided in the Contract, he State shall provide CA written notice of material default, and CA must our the material default within aixty (60) days ("Cure Period") of its receipt of the notice of default. If CA fails to cure the default within the Cure Period, the State may, at its sole discretion, terminate the Contract, declare CA in default, and pursue its remedies at law or in equity or both.

8.7.1.2 In the event of material default by the State, CA shall provide the State with written notice of default, and the State shall cure the default within sixty (60) days of its receipt of the notice of default, unless otherwise extended by CA.

2009-007 OIT CA Contract Initial All Pages: 9 CA's initials:

5/19/2008

Page 19 of 25 57



8.7.1.3 bio remedy conferred under the Contract-is-intended to be exclusive of any other remedy, and each remedy is cumulative and in addition so every other remedy in the Contract. The State's or CA's election or non-election of any or more remedies shall not constitute a waiver of its right to pursue other legally available remedies.

\$.7.2 Termination for Convenience

- 8.7.2.1 The State may, at its sole discretion, terminate the Contract, in whole or in part, by thirty (30) days written notice to CA. In the event of such termination for convenience, the State shall pay CA the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State.
- 8.7.2.2 During the thirty (30) day period, CA shall wind down and cease its Services as quickly and efficiently as reasonably possible, without performing wancessary Services or activities and by minimizing negative effects on the State from such winding down and ceasarion of Services.

8.7.3 Termination for Conflict of Interest

- 8.73.1 The State may terminate the Contract by written notice if it reasonably determines that a material conflict of interest exists as defined by New Hampshire State Law (a "Conflict"). In such case, the State shall be entitled to a pro-med refund of any current Maintenance and Support Services fee for the then-current Maintenance and Support Services term. The State shall pay all other contracted payments that would have become due and payable.
- 8.73.2 in the event the Contract is terminated as provided above and CA knew or reasonably should have known of such a Conflict, the State shall be emitted to pursue the same remedies against CA as it could pursue in the event of a default of the Contract by CA.

. \$.7.4 Termination Procedure

8.7.4.1 Upon termination of the Contract CA shall:

a. Take such action as the State directs that is reasonable and customary under the circumstances, or as necessary to preserve and protect the property related to the Contract which is in the possession of CA and in which the State has an interest;

2009-007 OIT CA Contract Initial All Pages: CA's initials:

5/19/200B

Page 20 of 25 5



- b. Transfer possession, as applicable, to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be straighted to the State and which has been accepted or requested by the State; and
- Provide written Certification to the State that CA has aurrendered to the State all said property.

8.7.4.2 Upon any termination of the Contract, the State shall with respect to any term Software License;

(i) Immediately ocean using the Software; (ii) return to CA all copies of the Software and the Documentation; and (iii) delete all Software from all systems.

8.8 Force Majoure

Neither CA nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of Cod, strikes, lock outs, rious, and acts of War, epidemics, acts of Covernment, fire, power failures, modest accidents, extriquakes, and unusually severe weather.

8.9 Change of Ownership

In the event that CA should change ownership for any muon whenever, and in the event such new owner fully assumes the Courset in accordance with Contract provisions (Section 8.11: Assignment, Delegation and Subcontract), including but not limited to all obligations under the Contract, the State shall have the option of continuing under the Contract with CA or its successors or assigns for the full remaining term of the Courset.

8.10 CA's Relation to the State

In the performance of the Contract, CA is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither CA nor any of its officers, employees, agents, or members shall have subority to bind the State or receive any benefits, worker's compensation or other enaluments provided by the State to its employees.

8.11 Assignment, Delegation and Subcontracts

\$.11.1 CA shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State, which consent shall not be unressonably withheld. Notwithstanding the foregoing, nothing herein shall prohibit CA from assigning the Contract to the successor of all or substantially all of the assers.

2009-007 OTT CA Contract Initial All Pages: CA's Initials:

5/19/2002

Page 21 of 25 57



er business of CA. Any attempted transfer, assignment, delegation, or other manufer made without the State's prior written consent shall be null and

8.11.3 CA shall remain wholly responsible for performance of the entire Contract regardless of whether assignees, delegates, Subcontractors or other transferees ("Successor") are used, unless otherwise agreed to in writing by the State and the Successor fully assumes in writing any and all obligations and liabilities under the Contract. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract or other transfer shall: not relieve CA of any of its obligations under the Contract; not affect any remedies available to the State against CA that may arise from any event of default of the provisions of the Contract; and the State stay consider CA to be the sole point of contact with regard so all contractual rustters, including payment of any and all charges resulting from the Contract.

8.12 Indemplication

- 8.12.1 CA shall defend, indemnify, and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of)the acts or omissions of CA in connection with its obligations under this Contract.
- 8.12.2 Norwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.
- 8.12.3 Sarvival
 This Section 8.12, Indemnification, shall survive termination of the Contract.

8.13 Liability

4.13.1 State

Except with respect to deliberate breaches by the State of the confidentiality provisions of this Contract, in no event, shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages, and the State's liability to the Contractor under the Contract shall not exceed one and one half (1.5X) times the total Contract price.

Notwithstanding the foregoing and any provision of this Contract to the contract; (1) the State's liability to Contractor shall be subject to applicable

2009-007 OIT CA Contract Initial All Pages: CA's initials:

5/19/2008

Page 22 of 28 57



laws and regulations; and (2) in no event does the State waive its sovereign immunity or any autolicable defenses or immunities.

8.13.3 CA

Subject to applicable laws and regulations, is no event shall CA be liable for any consequential, special, indirect, indicatal, punitive or exemplary demager and CA's liability to the State shall not exceed one and one half (1.5X) times the total Contract price, excluding maintenance free, except as otherwise provided in Section 8.12: Indemnification, heroin, and except with respect to breaches of confidentiality by CA herometer as provided in Section 7: Use of State's Information, Confidentiality. The limitation of liability in Section 8.13.2 should not apply to CA defense and indomnification obligations set forth in Section 8.12: Indemnification and Section 7: Use of State's Information, Confidentiality.

2333 State's Immunity

Notwithstanding the foregoing, nothing hereis contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This coverest shall survive termination or Contract conclusion.

8.14 Insurance

8,14.1 CA Emerance Requirement

CA shell, at he sole expense, obtain and maintain in force, and shell require any Subcontractor or assignee to obtain and maintain in force, including for the benefit of the State, the following insurance:

- Comprehensive general fiability insurance against all claims of bodily injury, death or property damage, in amount of not less than \$250,000 per claim and \$2,000,000 per incident; and
- b. The policies shall be the standard form suployed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than ten (10) days after written notice thereof has been received by the State.
- c. Armselly, on its insurance anniversary date, CA shall provide the State with a copy of the ACORD insurance form indicting that CA's insurance is current.

1009-007 OFF CA Construct Initial All Pages: CA's initials:

5/19/2008

Page 23 of 25 57



8.15 Waiver of Event of Default

No failure by either party to enforce any provisions hereof after any event of default shall be deemed a waiver of its rights with regard to that event, or any authorquent event. No express failure of any default shall be deemed a waiver of the right of either party to enforce each and all of the provisions hereof upon any further or other default on the part of the other party.

8.16 . Notice'

Any notice by a party to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered mail, postage prepaid, in a United States Post Office addressed to the parties at the following addresses.

TO CA. INC.:

General Counsel

CA, inc.

One CA Plaza

TO STATE:

Frank Catenose

Director

State of New Hampshire

Idendia, NY 17749 27 Hazen Drive
Tet (800) 225-5224 Concord, NH 03301
Tel: (603) 223-5701

8.17 Amendment

The Contract may be amended, waived, or discharged only by an instrument is writing signed by the parties hereto and only after approval of such amendment, walver or discharge by the Governor and Executive Council of the State of New Hampshire.

8.18 Construction of Contract and Terms

The Contract shall be construed in accordance with the laws of the State of New Hampshire without regard to its choice of law provisions, and is binding upon and immes to the benefit of the parties and their respective successor and assigns. Any action may only be brought in the State of New Hampshire, Merrimuck County Superior Court.

2.19 Third Parties

The parties hereto do not intend to benefit any third parties and the Contract shall not be construed to confer any such benefit.

8.20 Headings

The headings in the Contract shall not be held to explain, modify, amplify, or aid in the construction or interpretation of the Contract provisions, and are for reference purposes only.

2009-007 OFF CA Commed Initial All Pages: CA's initials:

5/19/2008

Page 24 of 25 57



8.21 Contract Exhibits

The Contract Exhibits referred to and ethobod to the Contract of incorporated by reference as if fully set forth herein.

8.22 Survival

The scrips, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, essectiation or termination of the Contract shall so survive, including, but not limited to, the terms of SOW Section 4.3: Records Retention and Access Regularements, SOW Section 4.4: Accounting Requirements, and SOW Section 7: Use of State's Information, Confidentiality and SOW Section 8.12: Indemnification which shall all survive for termination of the Contract.

8.23 Entire Contract

The Contract Documents, which may be exceeded in a number of counterparts, each of which shall be deemed as original, constitute the entire Contract and instensioning between the parties, and supersede all prior contracts and inderstandings.

2009-007 OFF CA Contract Initial All Pages: CA's initials:

5/19/2008

Page 25 of 25 57



STATE OF NEW HAMPSHIRE OFFICE OF INFORMATION TECHNOLOGY LICENSE AND MAINTENANCE OF UTILITY SOFTWARE CONTRACT 2009-007 EXHIBIT A CONTRACT DELIVERABLES

Pricing for Deliverables is detailed in Enhibit Bt. Price and Payment Schedule of this Contract:

Pricing will be effective for the Initial Term of this Contract.

1. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

1.1 Software Licensing

Software Liouves pricing is established in Exhibit B: Price and Payment Schedule.

1.2. Product Deliverables

The tables below detail the specific licenses with CA that comprise the Enterprise License Agreement (ELA) for the period commencing July 1, 2008 through June 30, 2013 with the exception of the two licenses for the Department of Employment Security which shall be renewed for the period commencing July 1, 2008 through June 30, 2009 only.

In July 2009 the mainframe capacity requirements of the existing licensed MIPS of 260 for the MVS operating system may increase to 293 (2096/D02 to a 2096/P02).

By July 2010, if not sooner, the mainframe capacity requirements of the existing licensed MIPS of 293 for the MVS operating system may increase to 333 (2096/P02 to a 2096/Q02). If the increase is required prior to State fiscal year 2011, approval of the increase service and cost would be requested through a Contract amendment.

In the event that the upgrades in MIPS are not authorized, the total annual payment: amounts in Exhibit B: Price and Payment Schedule, Section 1.2: Proposed Pay Stream for the Enterprise License Agreement will not include the mainframe SLF or the mainframe SUMP amounts.

CA Endewer Change Manager	All Fusion CA Endever Change Manager	260 MEPS	MYS	UMF
CA Endever Change Munager Automated Configuration Option	Attrusion CA Endevor Change Manager Automated Configuration Option	JIO MIPS	MVS	UMT
CA Endever Change Mounger Extended Processors Option	AllFusion CA Endevor Change Manager Extended Frocessors Option	260 MIPS	MVS	UMF
CA Endever Change Merager Interfect for External Sourrity	AllFusion CA Endever Change Munager Interface for External Security	260 M(PS	MVS	UMF

2009-007 OIT CA Exhibit A Initial All Pagess CA Initials

5/19/2008

page 26 of 57



EXHIBIT A CONTRACT DELIVERABLES

Unicener CA-JCLCbeck Unitiny	Unicemer CA- JCLCheck Utility	340 MIPS	MVS	UMF
CA 1 Tayo Management	Brighstor CA*1 Tape Management	2001/073	- KV3	UMP
Ţ ·	Althurien CA-		2VM	UMF
CA InterTest for CICS	AllPaniet CA- InterTest for CICS	240 MIPS	MYS	UMF
Unicenter Descripts Analyses for DES for aIOS	Uniconter Database	240 MIPS	MYS	UMF
Unicester Detector for DB2 for a/OS	Unicenter Detector for DB2 for s/OS	260 MUTS	MYS	UMF
Unioneer Plan Analyses for DB2 for s/OS	Uniformer Plan Analyser for D62 for z/CS	240 ME'S	MYS	UMG
Unicuster RCMinester for DB2 for 2/US	Unionater RC/Migrator for DR2 for arCS	260 MIPS	MYS	UMF
Unicental RC/Query for DB2 for p/OS	Universe ROQuery for DB2 for pIOS	260 MES	MVS	UMF
Unicenter &C/Update for DBI2 for p/DS	Unintered ROUpdate for DBD for p/OS	240 MIPS	MVS	UMF
Selangra Lienges – Depurieums of Administrativa Services	Personally Known As Beltween Liountet	Anthorities Ups	Operating System	Linema Тура
Date Clatter CA Dynam /D Disk Management*	Brightmar CA- Dynam/D Disk Memographe	171 MIPS	V\$5	UMP
IA-Dynam & Tape-	Brighten CA- Dynam/T Tape Memperatif	171 MIPS	VSE	UMP
A Emyrieve Plus Report	Unionteer CA- Ensystems Plus Report Opportunity	171 MIPS	VXE .	UMF
A MASTERCAT VSAM	Brightner CA- MASTERCAT VSAM Catalog Management	171 MIPS	AZE	UMF
A Repr	Unicenter CA-Raps	171 MEPS	VE I	UMF
A Busine Performance Imagenesis for CICS (SE)*	Uniconter CA-Explore Performance Management for CICS (VSB)	171 MIPS -	VSE :	UMF
A FAVER 2 VSAM Data	Brightspr CA-FAVER 2 VSAM Den Protection	171 MIPS	VŒ	UMF
		171 MUPS	VM .	LIME
A Dynam /T Tape	Brightsor CA- Dysam/T Tape Management			
A Dyssem /T Tape lanagement*	Dysam/Tipe Management Brightstyr CA VM:Beckup	171 MUS	VM	UMF
A Dynam /T Tape largement* A VM:Backup* A VM:Secure* A Englow Performance	Dysam/Tipe Management Brightstor CA		VM VM	UMF UMF

2009-007 Off CA Exhibit A Initial All Pages CA Initials

5/19/2008



page 27 of 57.

STATE OF NEW HAMPSHIRE OFFICE OF INFORMATION TECHNOLOGY LICENSE AND MAINTENANCE OF UTILITY SOFTWARE CONTRACT 2005-007..." EXHIBIT A CONTRACT DELIVERABLES

Manue	ment (VM)*	Performance	I	,	ì .
		Management (VM)	l	 	L

Additional Software Licenses — Department of Sulety	Formerly Known As Software, Liesters	Authorized (Jos	Operating System	Listens Type
CA Colpits for CA-IDMS*	Advantage CA-Calaria for CA-IDMS	171 MIPS	VSE	UMP
CA Dynam /O Disk Menagement*	BrightStor CA- Dynam/D Diet: Menegement	171 MIPS .	V\$E	UMF
CA Dynam (FI File Independence	BrightSter CA- Dymmetti File Independence	171 MIPS	VSE	. UMF
CA Dynam/T Tape Menagement*	BrightSer CA- Dynam/T Tape Management	171 MOPS	VSE	UMF
CA ADS By CA-IDMS	Advinage CA- ADS for CA- IDAS	171 MIPS	YSE	UMF
CA IDMS /D8*	Advertage CA- IDME/DB Dembes:	171 MIPS	AZE	UMF
CA IOMS /DB Audit Option*	Advertige CA- IDMS/DB Destroy Audit Option	171 MIPS	VSE	UMF
CA IDMS DML Online Option*	Advantage CA- IDMS Database DML Outine Option	171 MIPS	VSE	LIMF
CA SDMS /DC Opfor*	Advantage CA- ED-4S/DC Transection Server Option	171 MIPS	VSE	UMF
ČA IDMS SQL Option*	Advectings CA- IDMS Database SQL Option	171 MIPS	YSE	UMF
CA ADS Option for APPC*	Advisinge CA- ADS Option for APPC	171 Mirs	AZE	UMF
CA OLO Online Owny . or CA-IDMS*	Advantage CA- OLQ Online Query for CA- IDMS	17) MIPS	VSE	UMF
A IDMS Performance fomiliar Option*	Advantage CA- IDMS Dutabase Performance Monitor Option	171 MIPS	\ZE	UME
A IDMS Server	Advantage CA-	ITI MIPS	VSE	UMF

2009-007 OFF CA Exhibit A Initial All Pagers CA initials

5/19/2008



Page 28 of 57

CONTRACT 2009-007 EXHIBIT A CONTRACT DELIVERABLES

Option*	IDMS Detabase		Τ	1:
<u> </u>	Server Option			<u>.</u> l
0.5	United CA	- 171 MIPS	VSE-	UM
CA Explore Performance	Explore		1 .	
Menegement ^a	Parfermence		1	1
	Management			
74				
		*		
	•			
CA'Harvet Owner Manager	AliFesion CA Revest			
CV 1—AC CHARLES	Change Manager	20 Constituted) HT	Paymed
	Carrier accounts	Committee Committee	1	1 . 1
		Verez 1		<u> </u>
CA Hervest Change Manager	AllPaulos CA Hervest	35 Numed	NT	Perpenal
J	Change Memper	Linera	1	
Affector Elkula Data	AllFeder ERvis Date	(6 Named		
Madder	Madeler	Umara	I MT	(hydra)
	P	U-BR1	1	
	•			
**				`;
CA Spectrum Materials	CASpectrum	Testes		
Poult Manager Foods	Foot Tolcord	Server	ИT	Perpetual
Telepool License	Lincoln	ज्याच		,
CA Spectrum integrity	CA Spectrom	1 Tectors	KT TS	
Bunch Uncarricted	Integrity NOC	Server		Perpenal
Device Management	Unimicad			•••
5.75	Dreice	[
4:	Management	1 1	• • •	· · · · · · · · · · · · · · · · · ·
CA Spectrum Network	CA Securium	Tiertess	NT TW	Perpetual
Facts Manager BMC	Remoty Galoway	Server	- '''	
Received Octower	}		1	[
CA Spectrum	CA Specifien	1 Theriess		Perpensi
Spectrowerch Editor for	Specifo Watch	Street	MT	
Infinity/Integrity	Editor for		· · ·	1
£	Influity/Integrity		l	[
CA Spectrum Network .	CA Spectrum	l Tierles	NT	Perpensi
Fach Mininger Date	Data Manager	Server	ł	r
Manager With Report	with Report		1	
Outvey for	Otteway for	[ſ	
In finity/Integrity	Infinite/leasering			
CA Spectrum Single	CA Spectrum	5 Uters	NT	Perpetual
Concernat Administrator	Single Concurrent	ľ	.]	}
License	Administrator	•	1	.]
CA Carrey No.	Liconec	1 Timber	 -	
CA Spectress Herwork	CA Spectrum	1 Tiertess)	Perpensi
Fact Manager Network Coefiguation Manager	Configuration	Server	NT	ł
for infinity/integrity	Manager for	1	. }	
CA Spectrum Network	infinity/integrity	1 Timbury		
CA Spectrum records Pacif Manager Level 1		1 Tierless	М	Personal
Lever Manager Pract	LETTE!	Sava		

2009-007 Off CA Exhibit A Initial All Pages CA Initials

5/19/2008



page 29 of 57

STATE OF NEW HAMPSHIRE OPPICE OF INFORMATION TECHNOLOGY LICENSE AND MAINTENANCE OF UTILITY SOFTWARE CONTRACT 2009-007 EXHIBIT A CONTRACT DELIVERABLES

Teetki Cur	domization .	1	
Teo	lkir		

The following licenses for the Department of Employment Security will be renewed for one (1) year only.

3 6				7
CA Dynam /T Tape Management ^a	BrightBur CA- Dynam'T Tope Management	171 MIPS	¥\$E	UMF
CA Solytrion: Plus Report Ocucrator [®]	Unicenter CA- Basytriave Plan Report Generator	171 MIES	VÆ	UMF

Product is being used on a singled CPU.

1.3 eSupport and Total Client Care (TCC) Programs

The Sizte will be, and will remain, enrolled in CA's eSupport and TCC Programs during the initial Term hereof, and any renewal period.

2009-007 OFT CA Exhibit A Initial All Pages; CA Initials

5/19/2008 -



page 30 of 57

STATE OF NEW HAMPSHIRE OFFICE OF INFORMATION TECHNOLOGY LICENSE AND MAINTENANCE OF UTILITY SOFTWARE **CONTRACT 2009-007** EXHIBIT B PRICE AND PAYMENT SCHEDULE

1. DELIVERABLE PAYMENT SCHEDULE

1.1 Firm Fixed Price

This is a Firm Fixed Price (FFP). Contract in the total amount of \$ 2,857,389.

This Firm Fixed Price Contract includes the following:

Office of Information Technology	MVS product	usage rights up to 260 MIPS	July 1, 2008- June 30, 2013
Dept. of Administrative Services	VSE product act	mage rights up to 171 MIPS on any 1 CPU	July 1, 2008- June 30, 2013
Dept. of Administrative Services	VM product sel	tronge rights up is 171 MIPS on any 1 CPU	July 1, 2008- June 30, 2013
Dept. of Safety	VSE product	treagn rights up to 171 MIPS on any CPU	July 1, 2008- June 30, 2013
Dept. of Employment Security	VSE product set	usage rights up to 171 MIPS on any I CPU	July 1, 2008- June 30, 2009
Office of historiation Fechnology	CA Spectrum Products	Usage rights specified on Exhibit A	July 1, 2008- June 30, 2013
Dept. Of Realth and Human Services	ALLFestion Products	Usage rights specified on Exhibit A	July 1, 2008- June 30, 2013
	crahip feet and a	usociated savings an con-	ingers upon all remaining

licenses being renewed for a five (5) year period.

Supplemental License Fees (SLF) are one time fees for each MIPS especity upgrade.

Supplemental Usage and Maintenance Fees (SUMF) are provided for the year of the MIPS increase and charged annually thereafter for the team of the agreement.

In July 2009 the mainframe capacity requirements of the existing licensed 260 MIPS on the MVS operating system may increase to 293 (2096/002 to a 2096/P02). By July, 2010, if not sooner, the mainframe capacity requirements of the existing licensed MIPS of 293 for the MVS operating system may increase to 333 (2096/P02 to a 2096/Q02).

In the event the existing licensed MIPS quantity of 260 MIPS is increased to 333 MIPS at one time instead of the proposed two stage MIP increase, the proposed total SLF would apply at the time of the MIPS capacity increase and the SUMF for a 73 MIP increase would apply at the same time. If this event occurs, any increase in the annual payment amount, over the authorized amount in this contract, would have to be

2009-007 OIT CA Exhibit B Initial All Pages: CA Initials

5/19/2008

page 31 of 57

STATE OF NEW HAMPSHIRE OFFICE OF INFORMATION TECHNOLOGY LICENSE AND MAINTENANCE OF UTILITY SOFTWARE CONTRACT 2009-007 EXHIDIT B

PRICE AND PAYMENT SCHEDULE

approved by Governor and Council through the Contract Amendment process.

1.2 Proposed Pay Stream for the enterprise license ACREEMENT

•						
Reception Licente	July 1, 2006: Jena 30, 2009	July 1, 2805- June 30, 2015	,	July 1, 2011- June 30, 2013	July 1, 2012- June 34, 2013*	TOTAL*
Agromment		\$514.942.00	\$ 530,942.00	4 200 / · · · · ·	\$530,942.00	\$ 120,028.00
Mohilman SLF	1 040 1 040	c 0.517.00		\$ 21,857.00	5 21,853,60	\$ 72,673.00 \$2,257,369.66
Makirome SUM(7	2540,730,87	2594,718.84	\$ 617,763.00	\$361,994.00	251,54.00	\$2,63()60 AV

*NOTE: In the event that the apprades in MIPS are not authorized, or are not required, the total ammal payment emounts for future State fucal years in Exhibit B: Price and Payment Schedule, Section 1.2: Proposed Pay Stream for the Enterprise Licente Agreement will not include the mainframe SLF or the mainframe SUMF amounts.

2. TOTAL CONTRACT PRICE

Notwithstanding anything in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments exceed \$2,857,389.

3. INVOICING

CA shall submit invoices for Deliverables as permitted by the Contract and the terms listed herein. invoices shall contain detailed information, including without limitation, the following information as applicable: identification of each Deliverable for which payment is sought; data of delivery, performance, and/or installation. Upon receipt by the State of a properly documented invoice, the corresponding for specified becomes due and payable, and the State will pay the invoice within thirty (30) days of receipt of invoice, except as otherwise provided in the Contract. Invoices will not be backdated and shall be promptly dispatched.

If the State receives an invoice and the amount on the invoice is calculated incorrectly, the State shall notify CA of the alleged error prior to the due date of such payment. The State and CA agree to use commercially reasonable afforts to resolve the invoicing error within fifteen (15) days from such notification to CA. The State shall promptly pay on the earlier of either resolution of such dispute, or within such 15-day period, the agreed-upon amount, but no late charges shall apply to that amount or the originally invoiced amount.

2009-007 OFF CA Exhibit B Initial All Pages CA Initials

5/19/2008



704e 32 of 57

STATE OF NEW HAMPSHIRE OFFICE OF INFORMATION TECHNOLOGY LICENSE AND MAINTENANCE OF UTILITY SOFTWARE CONTRACT 2009-007 EXHIBIT B PRICE AND PAYMENT SCHEDULE

4. PAYMENT ADDRESS

All payments to be made to the following address:

CA, Inc. One CA Pieza Istandia, New York 11749

5 OVERPAYMENTS TO CA, INC.

CA shall promptly, but no later than fifteen (15) business days, return to the State the full amount of any sudisputed overpayment or undisputed erroncous payment upon notice from the State. In the event of a dispute regarding any such overpayment of erroncous payment, the parties agree to use commercially reasonable efforts to resolve the invoicing error within fifteen (15) days of the establishment of such dispute.

6. RIGHT TO OFFSET

The State reserves the right to office from any amounts otherwise payable to CA, Inc. under the Contract those liquidated amounts required or permitted under the Contract, by REA 20:7 through 7-C, or any other provision of law.

2009-007 OIT CA Exhibit B Lúitial All Pages: CA Initials

5/19/2008

*

page 33 of 57

STATE OF NEW HAMPSHIRE OFFICE OF INFORMATION TECHNOLOGY LICENSE AND MAINTENANCE OF UTILITY SOFTWARE CONTRACT 2009-007** EXHIBIT C** SPECIAL PROVISIONS

L.Office of Information Toobnology - State Licensed Sites of the Contract:

State of New Hampshire, Office of Information Technology 27.Hazen Drive Concord, NH 03301

State of New Hampshire, Department of Administrative Services Data Center 27 Hazen Drive Concord, NH 03301

State of New Hampshire, Department of Safety 33 Hazen Drive Concord, NH (330)

State of New Hampshire, Department of Employment Security 32 South Main Speet Concord, NH 03301

State of New Hampshire, Department of Health and Human Services 27 Hazen Drive Concord, NH 03301

2009-007 OFF CA Exhibit C Initial All Pages: CA Initials



STATE OF NEW HAMPSHIRE OFFICE OF INFORMATION TECHNOLOGY LICENSE AND MAINTENANCE OF UTILITY SOFTWARE CONTRACT 2009-007 EXHIBIT D ADMINISTRATIVE SERVICES

1. ADMINISTRATIVE SERVICES

1.1 Annual Reports

On or before the emiversary of the Effective Date of the CA Order, Exhibit C: Special Provisions, the State shall report to CA in writing the MIPS capacity at each State size during the preceding twelve month period, listing each CPU located at, or remotely accessing each State size by menufactures, model, opening system, location and (except for micro processors) the serial number thereof.

CA shall thereupon review such report and advise the State of any applicable Supplemental License Fors and stemal Software License and Maistenance And Technical Support Services for due. The parties agree that in order to verify the accuracy of the State's report, the State will, at CA's request upon reasonable notice and subject to applicable Sate and federal lews and regulations, grant CA access to each State Site and shall provide any further information at CA may reasonably require.

No Supplemental License fees may be assessed without approval by Governor and Council.

1.2 State Meetings and Reports

·CA's Commet Manager shall participate in meetings as remoustly requested by the State.

1.3 State-Owned Documents and Data

CA shall provide the State access so all documents, State Data, materials, reports, and other work in progress relating to the Contract ("State Owned Documents"). Upon expiration or termination of the Contract with the State, CA shall turn over all State-owned documents, material, reports, and work in progress relating to this Contract to the State at no additional cost to the State. Documents must be provided in both printed and electronic format.

1.4 Records Retention and Access Requirements

CA shall agree to the conditions of all applicable State laws and regulations, which are incorporated herein by this reference, regarding retention and access requirements relating to all records relating to the Contract. The record retention policies of this agreement shall be consistent with the Foderal Acquisition Regulations (FAR) Subpart 4.7 Contractor Records Retention except where they are in conflict with State laws and regulations.

CA shall also agree to the following: -

CA shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs, invoiced in the performance of the Contract. The Contractor shall rusin all such records for three (3) years after the final payment on the Contract. Records relating to any litigation marters regarding the Contract shall be kept for aix (6) years following the termination of litigation.

2009-007 OIT CA-Exhibit D Initial All Pageas CA Initials

5/19/2008



page 35 of 57

STATE OF NEW HAMPSHIRE OFFICE OF INFORMATION TECHNOLOGY LICENSE AND MAINTENANCE OF UTILITY SOFTWARE CONTRACT 2009-007 EXHIBIT-D. ADMINISTRATIVE SERVICES

Upon prior notice and subject to responsible time frames, all such records shall be subject to inspection, examination, sudit and copying by personnel an authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. During the term of this Contract, access to these items will be provided within Merrimack Country of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records will be at no cost to the State during the three (3) year period after the Contract term or six (6) year term following litigation. The Contractor shall include the record retention and review requirements of this section in any of its subcontracts.

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to the Contractor's cost structure and profit factors shall be excluded from the State's review unless the cost or any other material issued under the Contract is calculated or derived from these factors.

1.5 Accounting Requirements

CA shall maintain an accounting system in accordance with generally accepted accounting principles. The costs applicable to the Contract shall be ascertainable from the accounting system.

2009-007 OIT CA-Exhibit D laitini All Pages; CA Initials



STATE OF NEW HAMPSHIRE OFFICE OF INFORMATION TECHNOLOGY LICENSE AND MAINTENANCE OF UTILITY SOFTWARE CONTRACT 2009-007 EXHIBIT E MAINTENANCE AND TECHNICAL SUPPORT SERVICES

CA shall provide Maintenance and Technical Support Sevices for the Software Licenses purchased through and in accordance with the Contract Documents.

MAINTENANCE AND TECHNICAL SUPPORT

CA shall provide the State with Maintenance and Technical Support Services for the Software,

Maintenance and Technical Support Services includes updates, new versions and new releases of the Software which are generally provided by CA at no charge to its other licensees who are current in payment of all applicable license and maintenance frees. Maintenance and Technical Support Services shall include the detection and correction of any Software errors which cause the Software to fail to operate according to its published specifications. CA shall respond to the State's requests for corrections of any defects or malfanctions in the Software in accordance with the Software support levels set forth below.

SOFTWARE SUPPORT LEVELS

Severity Level 1.— Urgent situations, when the State's production system is down and the State is unable to use the Software. CA's technical support staff will, if possible, scoept the State's call for assistance at the time the State places the initial call; however if such staff is not immediately available, the State's call will be returned within one (1) hour. CA will follow up with the State and will continue to work with the State to provide the State with a resolution or a temporary worksround. The State must also be available 24 hours a day so that any further documentation required by CA to continue work stay be obtained from the State. Should the State's representative not be available to provide CA with any required documentation, information or assistance, the Severity Level for the support issue will be downgraded to a Severity Level 2, and shall remain downgraded until CA is provided all-required documentation, information and assistance. CA shall use its dilligent efforts to resolve Severity Level 1 problems as quickly as possible.

Severity Level 2. A critical software system has significant outages and/or failure precluding its successful operation, and possibly endangering the State's environment. The Software may operate but is severely restricted (for example, a frequently used subcommand gives an incorrect response).

Severity Level 3. A minor problem exists with the Software but the majority of the functions are still usable and some circumvention may be required to provide service (for example, an inferquently used subcommand gives an incarrect response).

2009-007 OIT CA Exhibit E-Initial All Pages CA Initials

\$/19/2006



page 37 of 57

STATE OF NEW HAMPSHIRE OFFICE OF INFORMATION TECHNOLOGY LICENSE AND MAINTENANCE OF UTILITY SOFTWARE CONTRACT 2009-607

EXHIBIT E.....

MAINTENANCE AND TECHNICAL SUPPORT SERVICES

Severity Level 4. A very minor problem or question that does not affect the Software's function (for example, the text of a message is worded poorly or mismelied).

All issues categorized as Severity Levels 2, 3 or 4 will be addressed by CA in priority sequence by Severity Level during CA's normal business hours. Within each Severity Level, the calls will be answered or returned in the order in which they were received by CA, with the goal of answering all calls within one business day.

The Severity Level of any issue may be changed at any time by the State by calling CA's 24 hour hotline and specifying a new Severity Level. For example, if a problem previously classified as a Severity Level 2 requires a more urgent response, the State may, at its sole discretion, reclassify same as a Severity Level 1, and Severity Level 1 pracedures (as described above) will then apply.

3. DATA COLLECTION

3.1 Records Activities

CA shall maintain a record of the activities related to warranty repair or Maintenance and Technical Support Services activities performed for the State. For all Maintenance and Technical Support Services communications, CA shall ensure the following information will be collected and maintained:

- 1. Soverity level;
- 2. Current status of the deficiency;
- 3. Proposed Resolutions
- 4. Expected and actual completion time; and
- 5. Relevant deficiency resolution information:

3.2 Software Monitoring

CA will work with the State to identify and troubleshoot potentially large-scale feitures or deficiencies attributable to the Licensed Software by collecting the following information:

- 1. Mean time between reported deficiencies with the Licensed Software;
- 2. Diagnosis of the root cause of the problem; and
- 3. Identification of repeat calls or repeat Licensed Software problems.

2009-007 OIT CA Exhibit E-Initial All Pages CA Initials

5/19/2001



page 38 of 57

STATE OF NEW HAMPSHIRE OFFICE OF INFORMATION TECHNOLOGY LICENSE AND MAINTENANCE OF UTILITY SOFTWARE CONTRACT 2009-007

EXHIBIT F SOFTWARE LICENSE AND RELATED TERMS

The terms set forth in this Exhibit F: Software License and Related Terms are specific to the provision of the Software Licenses and related maintenance, as provided herein, and in no way shall limit or impact the rights under the warranty.

LICENSE GRANT

Subject to the payment of applicable license fees as set forth in Exhibit B: Price and Payment Schedule, CA grants to the State a license, as set forth in Exhibit A: Contract Deliverables, to use the Software identified on the ordering document attached hereto in Exhibit A: Contract Deliverables. The State may allow its agents and contractors to access and use the Licensed Software for this purpose and in such event, the State shell first obtain written agreement from such agents and contractors that each shall shide by the terms and conditions set forth herein.

2. RESTRICTIONS

The State may not

- a. Remove or modify any program markings or any natice of CA's proprietary rights;
- Make the programs or materials available in any manner to any third party for use in the third party's business operations;
- Come or permit reverse engineering, disassembly at de-compilation of the programs;
- d. Disclose results of any program benchmerk tests without CA's prior written consent, and such consent will not be successorably withheld.

3. TITLE

Title to the Software remains with CA, and the Software is considered a trade secret and considered the proprietary property of CA. Subject to applicable state and federal laws and regulations, the State and its employees will keep the Software License strictly confidential, subject to the Statement of Work, Section 7: Use of State's Information, Confidentiality of the Contract, and the State will not disclose or otherwise distribute the Software License to any proprietary markings of CA. The State will not remove or destroy any proprietary markings of CA. The State will not permit enyone except its authorized employees to have access to the Software License. Except for suchive purposes, the State will not make or permit others to make copies of or reproduce any part of the Software License in any form without the prior written consent of CA. In no event will the State decompile, disassemble or otherwise reverse engineer any Software License.

The State agrees that, in the event that the State infringer CA's intellectual property rights, CA may pursue all available remedies against the State, subject to limitations of liability provisions set forth in the Statement of Work, Section 8.13: Liability of this Contract.

2009-007 OFF CA Exhibit F Inkial All Pages CA Inkials

5/19/2008



Page 39 of 57

STATE OF NEW HAMPSHIRE OFFICE OF INFORMATION TECHNOLOGY LICENSE AND MAINTENANCE OF UTILITY SOFTWARE CONTRACT: 2009-007 EXHIBIT F

SOFTWARE LICENSE AND RELATED TERMS

MAINTENANCE AND TECHNICAL SUPPORT SERVICES

Par purpose of the CA practing document, Maintenance and Technical Support Services consists of software updates, fixes, and patches, and technical support services provided under CA's technical support policies.

Technical apport is effective July 1, 2008.

Remainder of this page intentionally left blank

2009-007 OIT CA Exhibit F Initial All Pages CA leitials



STATE OF NEW HAMPSHIRE OFFICE OF INFORMATION TECHNOLOGY LICENSE AND MAINTENANCE OF UTILITY SOFTWARE CONTRACT 2009-007 EXHIBIT G WARRANTY

WARRANTIES

CA warrants that the Software will operate in all material respects as described in its associated program documentation.

CA does not guarantee that the programs will perform error-free or uninterrupted or that CA will correct all program errors. To the extent pensitted by law, these warranties are exclusive and there are no other express or implied warranties or conditions, including warranties or conditions of merchantability and fitness for a particular purpose.

For any breach of the above warranties, the State's exclusive remedy, and CA's entire liability, shall be, at CA's sole option: (a) the correction of program errors that cause breach of the warranty, or (b) if CA cannot substantially correct such breach in a commercially reasonable mainter, the State may end is foftware Liceuse and recover the fees paid to CA for the Software Liceuse and Maistenance and Technical Support Services.

2 VIRUSES

As a part of its internal development process, CA will use reasonable efforts to test programs for viruses. CA will also maintain a master copy of the appropriate versions of the programs, free of viruses. If the State believes a virus may be present in the delivered programs, then upon its request, CA will provide a master copy for comparison with and correction of the State's copy of the programs.

3. AUDIT

Subject to applicable State and Federal laws and regulations, annually, and uponreasonable written notice, CA may studit the State's use of the programs at its own expense. The State agrees to cooperate with CA's midit and provide reasonable assistance and access to information. CA's studit right are subject to applicable laws of the State of New Hampshire.

4. NON-INFRINGEMENT

CA warrants that it has good title to, or the right to allow the State to use, all information, instruction, Software, and Documentation, including updates provided hereunder ("Material"), and that such Material does not violate a infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate any trade secret of any third party. The warranty of non-infringement shall be an on-going and perpetual obligation that shall survive termination of the Contract. In the event that a claim is made against the State that any Material infringes intellectual property rights, CA will defend and indemnify the State against the claim if the State does the following:

2009-007 OIT CA Exhibit G Initial All Pages CA Initials



STATE OF NEW HAMPSHIRE OFFICE OF INFORMATION TECHNOLOGY LICENSE AND MAINTENANCE OF UTILITY SOFTWARE CONTRACT 2009-007 EXHIBIT G WARRANTY

(i) Notifies CA promptly in writing, not later than 30 days after the Recipient receives

ectual action of such claim or information;

(ri) Gives CA control of the defense and any settlement negotiations; and

(iii) Gives CA the information, authority, and assistance the Provider needs to defend against or settle the claim.

If CA believes or it is determined that any of the Material may have violated someone class's intellectual property rights, CA may choose to either modify the Material to be non-infringing (while substantively preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, CA may end the linense for, and require return of the applicable Material and refund any fees the State may have paid for it. CA will not indemnify the State if the State alters the Material or mes it outside the scope of use identified in CA's user Documentation or if the State uses a version of the Material which has been supercoded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the State at no additional expense to the Base. CA will not indemnify the State to the extent that an infringement claim is based upon any information design, specification, instruction, software, data, or material not familiabed by CA. CA will not indemnify the State to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by CA. This section provides the parties' exclusive remedy for any infringement claims or demages for that Material that is furnished under this Exhibit F: Software License and Related Terms. Notwithstanding the foregoing, the State may participate in the defense to the extent it seeks to assert immunities and defenses that apply to the State.

Remainder of this page Intentionally left blank

2009-007 OIT CA Exhibit G / Initial All Pages: CA Initials

5/19/2008



Page 42 of 57

STATE OF NEW HAMPSHIRE OFFICE OF INFORMATION TECHNOLOGY LICENSE AND MAINTENANCE OF UTILITY SOFTWARE CONTRACT 2009-007 EXHIBIT H CONTRACTOR PROPOSAL DATED April 17, 2008

Enterprise

License

Renewal

Proposal

(2)

Updated April 17, 2008
Presented To: State of New Hampshire

CA Kevin Higgins, Senior Business Manager 860-627-4571

Thomas Marengi, Account Manager 508-628-8231

2009-007OIT CA Exhibit H Initial All Pages CA Initials:

5/19/200\$

page 43 of 57



STATE OF NEW HAMPSHIRE OFFICE OF INFORMATION TECHNOLOGY LICENSE AND MAINTENANCE OF UTILITY SOFTWARE CONTRACT 2009-007 ··· EXHIBIT'H CONTRACTOR PROPOSAL DATED April 17, 2008

Eseculive Summary

Everyday the State of New Hampshire utilizes a suite of CA mainframe and distributed solutions in support of their core business operations. These key solutions address systems management functions, chambers functions with IDMS and DB2 database management tools. CA and the State of New Hampshire have built a long-standing naturily beneficial business relationship and we look forward to extending this relationship as outlined in this

Contract Summary

The State of New Hampshire consolidated several agency specific licenses with CA into the existing Enterprise License Agreement (ELA) which covers the period June 22, 2005 through June 30, 2008 and is due for renewal on er before Jane 30, 2006.

The current agreement is a MIPS based agreement which has several different Agency specific product groups that are licensed for 260 MVS MIPS or 171 VSE/VM MIPS. Exhibit A of this proposal details the various product BLOOME.

As a result of past conversations with the State of New Hampshire an ELA renewal that reflects the following has hean requested:

- Guidence on the renown! of the existing agreement that expires June 30, 2008.
 - o Products studed in yellow in Exhibit A will not be renewed.
 - o Identity Minder will not be renewed.
 - o Products shaded in green are only being renewed for one year.
- Future mainframe especity requirements affecting the MVS licenses.

 - O July 2009 increase existing licensed MIPS of 260 to 293 (2096/002 to a 2096/702).
 O July 2010 increase MIPS from 293 (2096/702) to 333 (2096/Q02). This assumes the present CPU (2096/002) is upgraded only to the PO2 in July 2009 and then to the QO2 in July 2010.

2009-007OIT CA Exhibit H Isinial All Pages: Cr CA Initials:

¥192008



page 44 of 57

STATE OF NEW HAMPSHIRE OFFICE OF INFORMATION TECHNOLOGY LICENSE AND MAINTENANCE OF UTILITY SOFTWARE CONTRACT 2009-007 EXHIBIT H

CONTRACTOR PROPOSAL DATED April 17, 2008

Enterprise License Renewal

Tail Frage	Carractily Pi-poul Demont Fore Madding Str Madding Str Madding Staff Treat	Franchisters Report for Report fo
6 5 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	2008# 2008# 44	CST THE B CST THE CST
ACCESS OF THE PARTY OF THE PART	And of 200 And 20, 200 And 20, 200 And	11.141.00 10
COLUMN TO SERVICE SERV	100 to 10	1122711 102708 102709 10270 102709 10270 102709 102
100 11 Miles	121.25 51.25 50.00	137,94211 107,08
44 n. 88 n.	AND 15 15 15 15 15 15 15 15 15 15 15 15 15	10 mm. 10
STACTUL STACTU	1000 1000 1000 1000 1000 1000 1000 100	Total RATION STREET

- Prevailing fecu sessones a SW global price incresse every other year.
- The proposed pathembip fors and associated savings are contingent upon all remaining licenses being reserved for a five year period.

 A five year license provides hadget products billity for the license reserval and projected MIPS grown.

- Supplemental License Fest (SLF) are one time focs for each MIPS capacity suppode. Supplemental Usage and Matericanne Fest (SUMF) are provided for the year of the MIPS increase and charged examinity their extension for the agreement.
- In the event the existing beamed MES quantity of 240 MES is increased to 333 MES at one time instead of the proposed two stage MES increase, the proposed total SLF would apply at the time of the MES capacity increase and the SUAS for a 73 MES increase would apply at the name time.

Fire! Linding Leagues

replacing the Liberted Program(s) with an equivalent product or products supplied by others and (b) to use its best efforts to obtain such sufficient funds by subing all appropriate sesion to effect the appropriation of such additional sufficient funds. Upon such termination, Licensee shall immediately occurs all use of the Licensed Program and Licenser represents that it is a government agency or instrumentality, and that Licenser has obtained all requisite approvals and authority to enter into and perform its obligations becaused, including, without limitation, the obligation to make the initial payment or payments required to be made hereunder on the date or dates upon which such initial payment or payments may become due during Licenser's current final year. With respect to any subsequent final year of Licenser, the parties, acknowledge that Licensor's authority to make such subsequent payment may be contingent upon appropriation to Licenser by relevant government agencies or legislative suitabilities of lands sufficient for such appropriation to Licenser by relevant government agencies or legislative suitabilities of lands sufficient for such appropriation to Licenser by relevant government agencies or legislative suitabilities of lands sufficient for such appropriation to Licenser by relevant government agencies or legislative suitabilities of lands sufficient for such ch sufficient funds are not made available. Licensee agrees (a) not to effect ach termination for the purpos If such additional sufficient funds are not so appropriated to Lices as this license as of the first day of the applicable subsequent fiscal year. year of Licensee with res CA or License stay with respect to which

2009-007/OFF CA Exhibit H
Initial Aft Pages: 97
CA Initials: 97

page 45 of 57

STATE OF NEW HAMPSHIRE OFFICE OF INFORMATION TECHNOLOGY LICENSE AND MAINTENANCE OF UTILITY SOFTWARE CONTRACT 2002-007. EXHIBIT.H

CONTRACTOR PROPOSAL DATED April 17, 2008

resum to CA all copies of the Licensed Program and all related documentation and continue to abide by the provisions of the License Agreement relating to the confidentiality thereof.

Exhibit A

		Operating
Product Name	MIPS	System
Administrative Services MVS		•
CA Endevor Change Manager	250	MVS
CA Endevor Change Manager Automated Configuration Option	260	MVS
CA Endevor Change Manager Extended Processors Option	260	MVS
CA Enderor Change Manager Interface for Enternal Security	260	MVS
Unicaritar CA-XXLCheck Utility	260	MVS
BrightStar CA-1 Tapa Managament	260	MVS
AllPuston CA-InterTest Balth	260	MVS
All-Puston CA-InterTeet for CICS	260	MVS
Unicenter Database Analyser for DB2 UDB for 1/05	260	MVS
Unicenter Detector for DR2 UOB for 2/OS	250	MVS
Unicenier Plan Analyzer for DB2 UOB for 2/05	250	MYS
Unicerate RC/Migrator for DB2 UDB for z/OS	260	MVS
Unicerter RC/Query for DI2 UDB for 2/OS	260	MVS
Unicarter RC/Update: for 082 UOB for 2/05	260	MYS
Administrative Services VSE		
BrightStat CA-Dynam /D Disk Management	171	∀ SE
BrightStat CA-Dynam / CTape Management	171	VSE
Uniceraer CA-Easytrieve Flus Report Generator	171	VSE .
Brightster, CA-MASTERCAT VSAM Catalog Management	171	VSE ·
Unicenter CA-Raps	171	VSE:
Unicareer CA-Explore Performance Management for CICS	171	VSE
Brightster CA-FAVER 2 VSAM Data Protection	171	VSE
Administrative Survices VM		
BrightStor CA-Dynam /T Tape Management	171	VM
BrightStor VM:Backup	171	VM
eTrust VM:Secure	171	VM
Unicener CA-Explore Performance Management	171	VM

2009-007OIT CA Exhibit H Initial All Pages: CA Initials:

5/19/2008



page 46 of 57

STATE OF NEW HAMPSHIRE OFFICE OF INFORMATION TECHNOLOGY LICENSE AND MAINTENANCE OF UTILITY SOFTWARE CONTRACT 2009-007 EXHIBIT H

CONTRACTOR PROPOSAL DATED.April 17, 2008

Exhibit A continued

Department of Safety VSE		
Advantage CA-Outprit for CA-IDMS	171	VSE
BrightStor CA-Dynam (O Disk Management	171	VSE
BrightStor CA-Dynam /FI-File Independence	171	VSE
BrightStor CA-Dynam /T Tapa Management	· 171	∀ SE
Unicanity CA-FAQS Automated Systems Operation	171	VSE ·
Unicenter CA-FACIS Production Control System	171	VSE :
Advantage CA-ADS for CA-IDNS	171	YSE
Advantage CA-IDMS (D8 Database	171	YSE
Advantage CA-IDMS (DB Database Audit Option	171	. VSE
Advantage CA-IDMS Database DML Online Option	171	VSE.
Advantage CA-IDMS /DC Transaction Server Option	171	V9E
Advantage CA-IOMS Database SQL Option	171	VSE:
Advantage CA-ADS Option for AFPC	171	VSE
Advantage CA-OLQ Driline Query for CA-IDMS	171	VI
Advantage CA-SDMS Database Parformance Monitor Option	171	VSE
Advantage CA-IDMS Detables Server Option	171	YSE
Unicenter CA-Explore Performance Management	171	VSE
Department of Employment Society VSE		
BrightStor CA-Dynam /T Tape Management	171	VSE.
Unicenter CA-EasyPlave Plus Report Generator	171	VSE

2009-007OIT CA Exhibit H Initial All Pages: CA Initials:

5/19/2008



page 47 of 57

STATE OF NEW HAMPSHIRE OFFICE OF INFORMATION TECHNOLOGY LICENSE AND MAINTENANCE OF UTILITY SOFTWARE CONTRACT 2009-007

EXHIBIT H CONTRACTOR PROPOSAL DATED April 17, 2008

Product Name Harrest Chance Manager	Ouantity 75		
All-usion Ervin Data Madeler	10		
Spectrum Fault Tolerani	1		
Spectrum Integrity NOC			
Specinim Remedy AR System	1		
Spectrum SpectreWatch Editor for	•		
industry/Integrity	1 1	•	
Spectrum Data Manager with Report			• '
Gateway for Infinity/Integrity	1		
Spectrum Single Concurrent			
Administrator License	1		
Spectrum Configuration Manager for			
intirety/integrity	1	•	•
Speciam Level 1 Customization Toolick	•1		

2009-007OIT CA Exhibit H Initial All Pages: CA Initials:

5/19/2008



Page 48 of 57

STATE OF NEW HAMPSHIRE OFFICE OF INFORMATION TECHNOLOGY LICENSE AND MAINTENANCE OF UTILITY SOFTWARE CONTRACT 2009-007 EXHIBIT I CONTRACTOR CERTIFICATE OF VOIE

2009-007OFT CA Exhibit I Inicial All Pages: CA Initials

5/19/2008



page 49 of 57