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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/doi

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 submitted,



Denis Goulet
Commissioner
New Hampshire Department of
Information Technology



George N. Copadis
Commissioner
New Hampshire Employment Security

DG/ik
2009-0071

**STATE OF NEW HAMPSHIRE
OFFICE OF INFORMATION TECHNOLOGY
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE
CONTRACT 2009-007
CONTRACT AMENDMENT I**

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

Initial all pages
Vendor Initials JK Date 8/30/18

**STATE OF NEW HAMPSHIRE
OFFICE OF INFORMATION TECHNOLOGY
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE
CONTRACT 2009-007
CONTRACT AMENDMENT I**

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	\$564,160.54	\$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 System	Authorized Use	Start Date	End Date	Ship (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 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

**STATE OF NEW HAMPSHIRE
OFFICE OF INFORMATION TECHNOLOGY
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE
CONTRACT 2009-007
CONTRACT AMENDMENT I**

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
	CONTRACT TOTAL		\$7,393,059.23

STATE OF NEW HAMPSHIRE
OFFICE OF INFORMATION TECHNOLOGY
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE
CONTRACT 2009-007
CONTRACT AMENDMENT I

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.

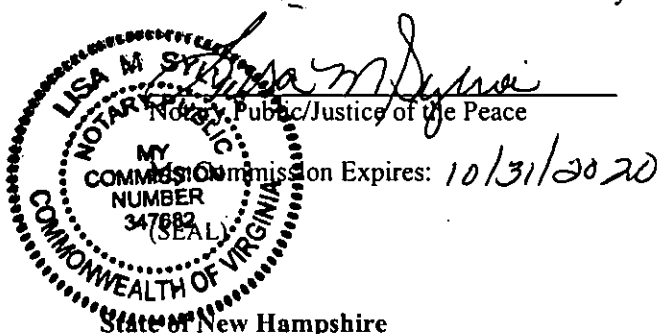
Lisa Kiefer
CA, Inc.

Date: 8/30/18

Corporate Signature Notarized:
STATE OF Virginia
COUNTY OF Fairfax

On this the 30 day of August, 2018, before me,
Lisa Kiefer, the undersigned Officer,
personally appeared and acknowledged her/himself to be the Principal
of CA Inc, a corporation, and that she/he, as such
Lisa Kiefer 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
Principal.

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



Denis Goulet
Denis Goulet, Commissioner
Department of Information Technology

Date: 8/31/2018

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

Jessie Martin
State of New Hampshire, Department of Justice

Date: 9/3/18



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, please reference this number thereby incorporating the terms, pricing and governing contract defined herein.)
Customer Name: STATE OF NEW HAMPSHIRE (which may be referred to as "Customer" or "You" or "Licensee" in the referenced Governing Contract below)		Customer ID No: 21753
Customer Address: Department Of Info Technology,27 Hazen Drive, Concord, NH, US, 03301		
Billing Address: Department Of Info Technology,27 Hazen Drive, 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 Hazen 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 Utility Software Contract between State of New Hampshire, Office of Information Technology and CA, Inc., effective June 4, 2008, as amended. Governing Contract No.: 2009-007		For Customer Administrative Purposes Only: PO Required? PO #:
Applicable supplementary terms: Support is provided pursuant to the CA Support policies http://support.ca.com .		

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	UMF	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.

**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.

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).

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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.

Table with 3 columns: CA Contract, Original Product(s), Migrated Product(s). Rows include CA Dynam/D Disk Management, CA Dynam/FI File Independence, CA Dynam/T TAPE MANAGEMENT, CA VM:Backup, and CA VM:Secure.

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.

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.

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.

STATE OF NEW HAMPSHIRE

CA

Signature:

Handwritten signature of Denis Goulet

Signature:

Handwritten signature of Lisa Kiefer

Name:

Denis Goulet

Name:

Lisa Kiefer

Title:

Commissioner and CIO

Title:

Principal Sales Accounting

Date:

8/31/2018

Date:

8/30/18

State of New Hampshire

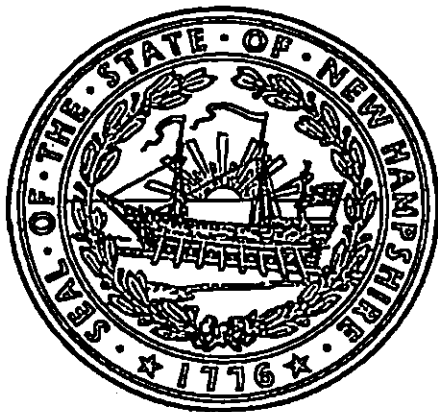
Department of State

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

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CA, INC.

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 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 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:

Name

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;
 - 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:

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 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.



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED CA, Inc. and all subsidiaries	
POLICY NUMBER See Certificate Number: 570071331400			
CARRIER See Certificate Number: 570071331400	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE 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 WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	WORKERS COMPENSATION						
C		N/A		[REDACTED] (FL) SIR applies per policy terms & conditions	04/01/2018	04/01/2019	
D		N/A		[REDACTED] (CA) SIR applies per policy terms & conditions	04/01/2018	04/01/2019	
B		N/A		[REDACTED] (MA, OH, WA, WI) SIR applies per policy terms & conditions	04/01/2018	04/01/2019	
B		N/A		[REDACTED] (AK, AZ, IL, KY, NC, NH, NJ, PA) SIR applies per policy terms & conditions	04/01/2018	04/01/2019	



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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

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.

SFY	Funding to support the DOS mainframe shall be 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

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

**STATE OF NEW HAMPSHIRE
OFFICE OF INFORMATION TECHNOLOGY
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE
CONTRACT 2009-007
CONTRACT AMENDMENT H**

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:

1. 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

Initial all pages
Vendor Initials XK Date 6/28/17

**STATE OF NEW HAMPSHIRE
OFFICE OF INFORMATION TECHNOLOGY
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE
CONTRACT 2009-007
CONTRACT AMENDMENT H**

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 Type*	Operating System	Authorized Use Limitation	Start Date**	End Date	Ship (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 MIPS	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-IDMS™	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	6/30/2018	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™/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

Initial all pages
Vendor Initials AK Date 6/28/17

**STATE OF NEW HAMPSHIRE
OFFICE OF INFORMATION TECHNOLOGY
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE
CONTRACT 2009-007
CONTRACT AMENDMENT H**

*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 Type*	Operating System	Authorized Use Limitation
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

Initial all pages
 Vendor Initials JK Date 6/29/17

**STATE OF NEW HAMPSHIRE
OFFICE OF INFORMATION TECHNOLOGY
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE
CONTRACT 2009-007
CONTRACT AMENDMENT H**

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	AMENDMENT TYPE	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

Initial all pages
Vendor Initials AK Date 6/25/17

**STATE OF NEW HAMPSHIRE
OFFICE OF INFORMATION TECHNOLOGY
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE
CONTRACT 2009-007
CONTRACT AMENDMENT H**

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.

Lisa Kiefer
CA, Inc.

Date: 6/28/17

Corporate Signature Notarized:

STATE OF New York

COUNTY OF Suffolk

On this the 28 day of June, 2017, before me,
Lisa Kiefer, the undersigned Officer CA Inc,
personally appeared and acknowledged her/himself to be the Principal
of Sales Accounting, a corporation, and that she/he, as such
Principal 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
Lisa Kiefer.

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

Deserie Musicaro
Notary Public/Justice of the Peace

My Commission Expires: 6/23/19

(SEAL)

Deserie Musicaro
Notary Public, State of New York
No. 5089920
Qualified in Suffolk County
Commission Expires June 23, 2019

State of New Hampshire

Denis Goulet
Denis Goulet, Commissioner
Department of Information Technology

Date: 7/5/2017

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

Jeanne M. Goyette
State of New Hampshire, Department of Justice

Date: 7/5/17

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").

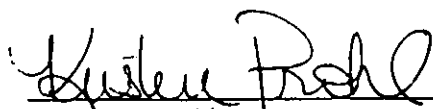
3. Attached hereto as Exhibit C is a true copy of excerpts of a Subdelegation of Authority for Execution of Sales or Services Agreements executed by the Chief Financial Officer of the Corporation as of May 27, 2015 (the "Sales SubDOA" and, together with the Board DOA and the Sales DOA, the "Delegation 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
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^{ss.})

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.


Notary Public

WILLIAM J. PLUCINSKI
Notary Public, State of New York
No. 01PL4017200
Qualified in New York County
Commission Expires March 30, 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;
 - 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 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.

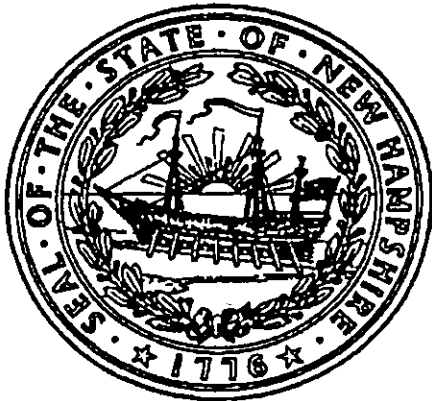
State of New Hampshire

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 27th day of June A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

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 REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) 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): (866) 283-7122 FAX (A.C. No.): 800-363-0105		
	E-MAIL ADDRESS:		
INSURED CA, Inc. and all Subsidiaries One Computer Associates Plaza Islandia NY 11749 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: National Union Fire Ins Co of Pittsburgh		19445
	INSURER B: Illinois National Insurance Co		23817
	INSURER C: American Home Assurance Co.		19380
	INSURER D: New Hampshire Ins Co		23841
	INSURER E: ACE Property & Casualty Insurance Co.		20699
INSURER F:			

COVERAGES **CERTIFICATE NUMBER: 570065887313** **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL3630045	04/01/2017	04/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA 1921914 (AOS) CA 1921915 (MA)	04/01/2017	04/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			XOOG27967978002	04/01/2017	04/01/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC023102476 (AOS) SIR applies per policy terms & conditions	04/01/2017	04/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

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.

CERTIFICATE HOLDER State of New Hampshire Office of Information Technology 27 Hazen Drive Concord NH 03301 USA	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 <i>Aon Risk Services Northeast Inc</i>

Holder Identifier :

Certificate No. : 570065887313





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED CA, Inc. and all Subsidiaries	
POLICY NUMBER See Certificate Number: 570065887313			
CARRIER See Certificate Number: 570065887313	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE 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 WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	WORKERS COMPENSATION						
B		N/A		WC023102473 (FL) SIR applies per policy terms & conditions	04/01/2017	04/01/2018	
C		N/A		WC023102474 (CA) SIR applies per policy terms & conditions	04/01/2017	04/01/2018	
D		N/A		WC023102475 (MA, OH, WA, WI) SIR applies per policy terms & conditions	04/01/2017	04/01/2018	



47 *EB*
DM

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/doi

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 Collections*

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.

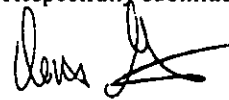
This amendment is a request to continue the use of CA software licenses until the mainframe system application is replaced. An option for month to month service with an additional cost was identified in the amendment approved by Governor and Council on July 13, 2016. The Department of

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

**STATE OF NEW HAMPSHIRE
OFFICE OF INFORMATION TECHNOLOGY
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE
CONTRACT 2009-007
CONTRACT AMENDMENT G**

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

**STATE OF NEW HAMPSHIRE
OFFICE OF INFORMATION TECHNOLOGY
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE
CONTRACT 2009-007
CONTRACT AMENDMENT G**

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™	3 months	\$87,600.00
CA ADS Option for APPC		
CA IDMS™/DB Audit Option		
CA IDMS™/DB		
CA Culprit™ for CA-IDMS™		
CA IDMS™ DML Online Option		
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 #2009-007A	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


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**STATE OF NEW HAMPSHIRE
OFFICE OF INFORMATION TECHNOLOGY
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE
CONTRACT 2009-007
CONTRACT AMENDMENT G**

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
CONTRACT 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.

Maria Speciale
CA, Inc.

Date: 9/22/16

Corporate Signature Notarized:
STATE OF New York
COUNTY OF Suffolk

On this the 22 day of September, 2016, before me, Deserie Muscaro, the undersigned Officer Maria Speciale personally appeared and acknowledged her/himself to be the Sales Accounting Manager of CA Inc., a corporation, and that she/he, as such Officer 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 Sales Accounting Manager

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

Deserie Muscaro
Notary Public/Justice of the Peace


My Commission Expires:
(SEAL) 6-23-2019

Deserie Muscaro
Notary Public, State of New York
No. 5080920
Qualified in Suffolk County
Commission Expires June 23, ~~19~~ 2019

Initial all pages
Vendor Initials _____

STATE OF NEW HAMPSHIRE
OFFICE OF INFORMATION TECHNOLOGY
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE
CONTRACT 2009-007
CONTRACT AMENDMENT G

State of New Hampshire



Denis Goulet, Commissioner
Department of Information Technology

Date: 9/24/2016

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



State of New Hampshire, Department of Justice

Date: 10/12/16



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Vendor Initials

NS

CA, INC.

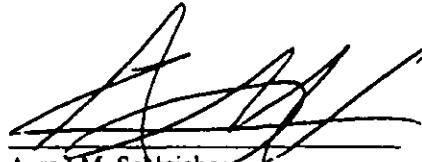
Certificate of Assistant Secretary

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 ~~20~~²², 2016.


 Aaron M. Schleicher
 Assistant Secretary

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

On September ~~20~~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. 02106055954
 Qualified in Nassau County
 My Commission Expires Mar. 12 2019


 Notary 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

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;
 - 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 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

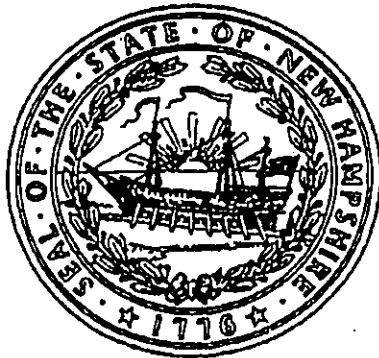
Capitalized terms used but not defined herein have the meanings assigned to them in the Board DOA.

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.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

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



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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.**

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

	038-500177 Software License/Maintenance		
2017	01-03-03-030010-77030000 DoIT-Central IT Services 038-500177 Software License/Maintenance	03030005	\$93,993.06
SFY 2017 Total			\$572,990.92
2018	01-03-03-030010-77030000 DoIT-Central IT Services 038-500177 Software License/Maintenance	03950047	\$325,639.61
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 DoIT-Central IT Services 038-500177 Software License/Maintenance	03030005	\$96,990.35
SFY 2018 Total			\$465,000.76
2019	01-03-03-030010-77030000 DoIT-Central IT Services 038-500177 Software License/Maintenance	03950047	\$327,041.52
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 DoIT-Central IT Services 038-500177 Software License/Maintenance	03030005	\$97,407.90
SFY 2019 Total			\$467,002.63
Grand Total			\$1,504,994.31

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
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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

**STATE OF NEW HAMPSHIRE
OFFICE OF INFORMATION TECHNOLOGY
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE
CONTRACT 2009-007
CONTRACT AMENDMENT F**

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.
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

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

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DoIT Contract Amendment

CA, Inc. Initials

16452614

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**STATE OF NEW HAMPSHIRE
OFFICE OF INFORMATION TECHNOLOGY
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CONTRACT 2009-007
CONTRACT AMENDMENT F**

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	<u>CUMULATIVE ALLOTTED TIME</u>
Primary	Rene Hruska Sr. Business Manager	Wendy Pouliot, 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 Endeavor Software Change Manager	AllFusion CA Endeavor Change Manager	639 MIPS	Up to 716 MIPS	Up to 803 MIPS	MVS	UMF
CA Endeavor Software Change Manager Automated Configuration	AllFusion CA Endeavor Change Manager Automated Configuration Option	639 MIPS	Up to 716 MIPS	Up to 803 MIPS	MVS	UMF
CA Endeavor Software Change Manager for Mainframe Extended Processors	AllFusion CA Endeavor Change Manager Extended Processors Option	639 MIPS	Up to 716 MIPS	Up to 803 MIPS	MVS	UMF
CA Endeavor Software Change Manager External Security Interface	AllFusion CA Endeavor 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

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Workload Automation	Utility	MIPS	MIPS	803 MIPS		
CA One TAPE/ MANAGEMENT	Brightstor CA-1 Tape Management	639 MIPS	Up to 716 MIPS	Up to 803 MIPS	MVS	UMF
CA InterTest Batch	AllFusion CA-InterTest Batch	639 MIPS	Up to 716 MIPS	Up to 803 MIPS	MVS	UMF
CA Database Analyzer® for DB2 for z/OS	Unicenter Database Analyzer for DB2 for z/OS	639 MIPS	Up to 716 MIPS	Up to 803 MIPS	MVS	UMF
CA Detector® for DB2 for z/OS	Unicenter Detector for DB2 for z/OS	639 MIPS	Up to 716 MIPS	Up to 803 MIPS	MVS	UMF
CA Plan Analyzer for DB2 for z/OS	Unicenter Plan Analyzer for DB2 for z/OS	639 MIPS	Up to 716 MIPS	Up to 803 MIPS	MVS	UMF
CA RC/Migrator for DB2 for z/OS	Unicenter RC/Migrator for DB2 for z/OS	639 MIPS	Up to 716 MIPS	Up to 803 MIPS	MVS	UMF
CA RC/Query for DB2 for z/OS	Unicenter RC/Query for DB2 for z/OS	639 MIPS	Up to 716 MIPS	Up to 803 MIPS	MVS	UMF
CA RC/Update for DB2 for z/OS	Unicenter RC/Update for DB2 for z/OS	639 MIPS	Up to 716 MIPS	Up to 803 MIPS	MVS	UMF
Software Licenses – Department of Information Technology/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 Dynam /D Disk Management *	Brightstor CA- Dynam/D Disk Management	171 MIPS	Retired	Retired	VSE	UMF
CA Dynam /T Tape Management*	Brightstor CA-Dynam/T Tape Management	171 MIPS	Retired	Retired	VSE	UMF
CA MASTERCAT VSAM Catalog Management*	Brightstor CA- MASTERCAT VSAM Catalog Management	171 MIPS	Retired	Retired	VSE	UMF
CA Explore Performance Management for CICS (VSE)*	Unicenter CA-Explore Performance Management for CICS (VSE)	171 MIPS	Retired	Retired	VSE	UMF
CA FAVER 2 VSAM Data Protection*	Brightstor CA-FAVER 2 VSAM Data Protection	171 MIPS	Retired	Retired	VSE	UMF
CA Dynam /T Tape Management*	Brightstor CA-Dynam/T Tape Management	171 MIPS	Retired	Retired	VM	UMF
CA VM:Backup*	Brightstor CA VM:Backup	171 MIPS	Retired	Retired	VM	UMF
CA VM:Secure*	eTrust CA VM:Secure	171 MIPS	Retired	Retired	VM	UMF
CA Explore Performance Management (VM)*	Unicenter CA-Explore Performance Management (VM)	171 MIPS	Retired	Retired	VM	UMF
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

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DoIT Contract Amendment

CA Inc Initials

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**STATE OF NEW HAMPSHIRE
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CONTRACT AMENDMENT F**

	CA-IDMS	MIPS				
CA Dynam /FI File Independence*	BrightStor CA-Dynam/FI File Independence	171 MIPS	Retired	Retired	VSE	UMF
CA Dynam /T Tape Management*	BrightStor CA-Dynam/T Tape Management	171 MIPS	Retired	Retired	VSE	UMF
CA ADS for CA-IDMS*	Advantage CA-ADS for CA-IDMS	171 MIPS	Retired	Retired	VSE	UMF
CA IDMS /DB*	Advantage CA-IDMS/DB Database	171 MIPS	Retired	Retired	VSE	UMF
CA IDMS /DB Audit Option*	Advantage CA-IDMS/DB Database Audit Option	171 MIPS	Retired	Retired	VSE	UMF
CA IDMS DML Online Option*	Advantage CA-IDMS Database DML Online Option	171 MIPS	Retired	Retired	VSE	UMF
CA IDMS /DC Option*	Advantage CA-IDMS/DC Transaction Server Option	171 MIPS	Retired	Retired	VSE	UMF
CA IDMS SQL Option*	Advantage CA-IDMS Database SQL Option	171 MIPS	Retired	Retired	VSE	UMF
CA ADS Option for APPC*	Advantage CA-ADS Option for APPC	171 MIPS	Retired	Retired	VSE	UMF
CA OLQ Online Query for CA-IDMS*	Advantage CA-OLQ Online Query for CA-IDMS	171 MIPS	Retired	Retired	VSE	UMF
CA IDMS Performance Monitor Option*	Advantage CA-IDMS Database Performance Monitor Option	171 MIPS	Retired	Retired	VSE	UMF
CA IDMS Server Option*	Advantage CA-IDMS Database Server Option	171 MIPS	Retired	Retired	VSE	UMF
CA Explore Performance Management*	Unicenter CA-Explore Performance Management	171 MIPS	Retired	Retired	VSE	UMF
Distributed Product Suite- AllFusion Licensed Programs - Department of Health and Human Services- Data Center	Formerly Known As Software Licenses	Auth MIPS SFY 2017	Auth MIPS SFY 2018	Auth MIPS SFY 2019	Op Sys	Lic Type
CA Harvest Software Change Manager Named User	AllFusion CA Harvest Change Manager	175 Named Users	175 Named Users	175 Named Users	NT	Perpetual
CA Harvest Software Change Manager Named User	N/A	260 Named Users	260 Named Users	260 Named Users	NT	Perpetual
CA Harvest Software Change Manager Premium Edition Named Users	N/A	40 Named Users	40 Named Users	40 Named Users	NT	Perpetual
CA VM-Secure®	N/A	3-Engine 9/23/16	3-Engine	3-Engine	VM for Linux	UMF
CA VM-Secure®	N/A	1-Engine 9/23/16	1-Engine	1-Engine	VM for Linux	UMF
Office of Information Technology	Formerly Known As Software Licenses	Auth MIPS SFY 2017	Auth MIPS SFY 2018	Auth MIPS SFY 2019	Op Sys	Lic Type
CA Spectrum Device Based Suite	N/A	2500 device license	2500 device license	2500 device license	All CA GA O/S	Perpetual

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CA Inc Initials

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**STATE OF NEW HAMPSHIRE
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CONTRACT AMENDMENT F**

CA eHealth Device Pricing Without Database	N/A	2000 device license	2000 device license	2000 device license	All CA GA O/S	Perpetual
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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.

Initial all pages

CA Inc Initials

DoIT Contract Amendment

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**STATE OF NEW HAMPSHIRE
OFFICE OF INFORMATION TECHNOLOGY
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE
CONTRACT 2009-007
CONTRACT AMENDMENT F**

Dropped Products	Perpetual License Yes/No	Termination 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

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CA Inc Initials

DoIT Contract Amendment

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**STATE OF NEW HAMPSHIRE
OFFICE OF INFORMATION TECHNOLOGY
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CONTRACT AMENDMENT F**

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™	30 Days	\$29,200.00
CA ADS Option for APPC		
CA IDMS™/DB Audit Option		
CA IDMS™/DB		
CA Culprit™ for CA-IDMS™		
CA IDMS™ DML Online Option		
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		

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

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CA Inc Initials

DoIT Contract Amendment

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**STATE OF NEW HAMPSHIRE
OFFICE OF INFORMATION TECHNOLOGY
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CONTRACT 2009-007
CONTRACT AMENDMENT F**

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	AMENDMENT TYPE	EFFECTIVE DATES	CONTRACT AMOUNT
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

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CA Inc Initials

DoIT Contract Amendment

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STATE OF NEW HAMPSHIRE
OFFICE OF INFORMATION TECHNOLOGY
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE
CONTRACT 2009-007
CONTRACT AMENDMENT F

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.

Maria Speciale
CA, Inc.

Date: 6/23/16

Corporate Signature Notarized:

STATE OF New York

COUNTY OF Suffolk

On this the 23 day of June, 2016, before me, Eufemia M. Fortunato
the undersigned Officer, Maria Speciale personally appeared and acknowledged her/himself to be the
Sales Acct Manager of CA, Inc., a corporation, and that
she/he, as such individual 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
Sales Acct Manager.

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

Eufemia M. Fortunato
Notary Public/Justice of the Peace

My Commission Expires:

(SEAL)

EUFEMIA M. FORTUNATO
Notary Public, State of New York
No. 01FO0237074
Qualified in Suffolk County
Term Expires March 28, 2017

State of New Hampshire

Denis Goulet

Denis Goulet, Commissioner
Department of Information Technology

Date: 6/24/2016

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

James J. Breyer
State of New Hampshire, Department of Justice

Date: 6/28/16

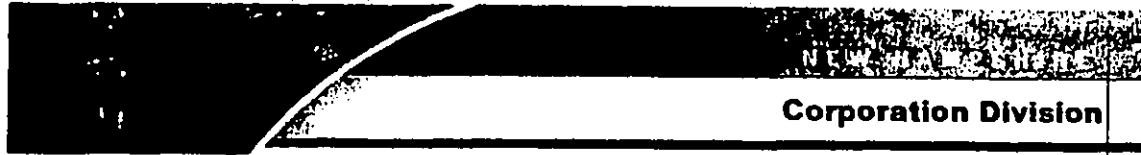
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CA, Inc. Initials _____

DoIT Contract Amendment

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Corporation Division

- 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

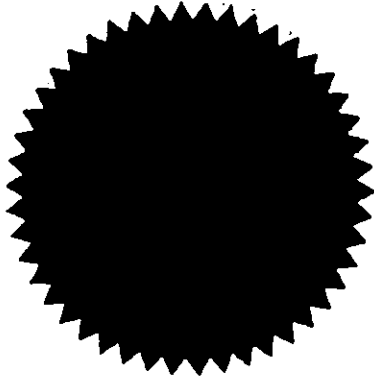
Agent Name:	C T Corporation System
Office Address:	9 Capitol Street Concord NH 03301
Mailing Address:	

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.

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

A handwritten signature in cursive script, appearing to read "William M. Gardner".

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 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").


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, Jr.
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.

Susanne Snyder
Notary Public, State of New York
No. 01SN633004
Qualified in Nassau County
Commission Expires November 18, 2017

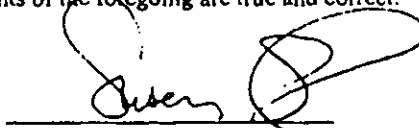

Notary Public

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), 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:

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 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**

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.
- d. "Third Party" means any entity other than the Company or any of its Related Entities 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 Allan Clayton, Patrick Hofstetter, Vincent F. Villano, Paul Phelan and Raymond Sommerstad Dorothy Urbanick.

George Applebee	Kathryn Jansen-Welch	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. Clin
Bonnie A. Cergol	Louise Macleish	Joseph Starpoll
Annie Cheng-Chu	Jennifer May	Glenn Steine
Helena Chow	Sean McCaffrey	Dorothy Urbanick
Allan 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 Norris	Mary Weir
Susan Greenway	Earnest Pearson	Jacqueline Wentz
Joyce Harding	Margaret Person	Debbie Westerman
Marie Hastings	Tina Ratcliff	Anthony S. Wilson
Mada Hill-Winston	Matthew B. Richbourg	Joseph J. Zambryski
Patrick J. Hofstetter	Cidaina Rivera	
Christal R. Humin	Irina Safarcheva	

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE: 03/03/2011
03030916

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(ies) 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	CONT/ACE Policy (AC) Pol. Ent: (106) 281-7122	(AC) Pol. Ent: 800-361-8101
	INSURERS AFFORDED COVERAGE	
INSURED CA, Inc. and all subsidiaries One Computer Associates Plaza Islandia NY 11749 USA	INSURER A: New Hampshire Ins Co	23841
	INSURER B: National Union Fire Ins Co of Pittsburgh	18445
	INSURER C: The Insurance Co of the State of PA	19429
	INSURER D: Illinois National Insurance Co	23817
	INSURER E: ACE Property & Casualty Insurance Co.	20899

COVERAGES CERTIFICATE NUMBER: 670061812 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.

LINE	TYPE OF INSURANCE	POLICY NUMBER	START DATE	END DATE	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	GL3798570	04/01/2010	04/01/2017	EACH OCCURRENCE \$1,000,000 EXCESS TO RETIRED PHYSICIAN (EA) (EXCESS) \$1,000,000 MED EXP (Per person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMPROP ADM \$3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> ONLY	CA 3194120 (CA, NY) CA 3434121 (MA)	04/01/2010	04/01/2017	COMBINED SINGLE LIMIT (EA) (LIMIT) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per occurrence)
E	<input checked="" type="checkbox"/> UMBRELLA LMB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LMB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	000027967878001	04/01/2010	04/01/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR / PARTNER / DIRECTOR OFFICER/EMERSON EXCLUSION (Exclusionary to 09) <input type="checkbox"/> (incl. division prior) DESCRIPTION OF OPERATIONS below	WCO15518352 (AOS) \$2R applies per policy terms & conditions	04/01/2010	04/01/2017	<input checked="" type="checkbox"/> B. L. EACH ACCIDENT \$1,000,000 <input type="checkbox"/> B. L. DISEASE-EA EMPLOYEE \$1,000,000 <input type="checkbox"/> B. L. DISEASE-POLICY LIMIT \$1,000,000

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.

CERTIFICATE HOLDER State of New Hampshire Office of Information Technology 27 Hazen Drive Concord NH 03301 USA	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 <i>Aon Risk Services Northeast Inc.</i>
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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

2016 FEB 23 10 16 00 AM

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
	CLASS CODE-ACCOUNT CODE - OBJ (ACCOUNT) DESC		
2016	01-03-03-030010-77030000- DoIT- 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.

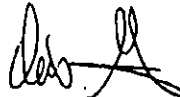
The Vendor's proprietary software is used by the Department of Information Technology to monitor and manage the mainframe computing resources and to support software maintenance and development of applications for the Department of Health and Human Services; New England Child Support Enforcement System, 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

**STATE OF NEW HAMPSHIRE
OFFICE OF INFORMATION TECHNOLOGY
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE
CONTRACT 2009-007
CONTRACT AMENDMENT E**

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	Formerly Known As Software Licenses	Auth MIPS SFY 2016	Revised Auth MIPS SFY 2016	Op Sys	Lic Type
CA Endeavor Software Change Manager	AllFusion CA Endeavor Change Manager	553 MIPS	570 MIPS	MVS	UMF
CA Endeavor Software Change Manager Automated Configuration	AllFusion CA Endeavor Change Manager Automated Configuration Option	553 MIPS	570 MIPS	MVS	UMF
CA Endeavor Software Change Manager for Mainframe Extended Processors	AllFusion CA Endeavor Change Manager Extended Processors	553 MIPS	570 MIPS	MVS	UMF

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**STATE OF NEW HAMPSHIRE
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	Option				
CA Endeavor Software Change Manager External Security Interface	AllFusion CA Endeavor Change Manager Interface for External Security	553 MIPS	570 MIPS	MVS	UMF
Unicenter CA-JCLCheck Workload Automation	Unicenter CA-JCLCheck Utility	553 MIPS	570 MIPS	MVS	UMF
CA One TAPE MANAGEMENT	Brightstor CA-1 Tape Management	553 MIPS	570 MIPS	MVS	UMF
CA InterTest Batch	AllFusion CA-InterTest Batch	553 MIPS	570 MIPS	MVS	UMF
CA InterTest for CICS	AllFusion CA-InterTest for CICS	553 MIPS	570 MIPS	MVS	UMF
CA Database Analyzer® for DB2 for z/OS	Unicenter Database Analyzer for DB2 for z/OS	553 MIPS	570 MIPS	MVS	UMF
CA Detector® for DB2 for z/OS	Unicenter Detector for DB2 for z/OS	553 MIPS	570 MIPS	MVS	UMF
CA Plan Analyzer for DB2 for z/OS	Unicenter Plan Analyzer for DB2 for z/OS	553 MIPS	570 MIPS	MVS	UMF
CA RC/Migrator for DB2 for z/OS	Unicenter RC/Migrator for DB2 for z/OS	553 MIPS	570 MIPS	MVS	UMF
CA RC/Query for DB2 for z/OS	Unicenter RC/Query for DB2 for z/OS	553 MIPS	570 MIPS	MVS	UMF
CA RC/Update for DB2 for z/OS	Unicenter RC/Update for DB2 for z/OS	553 MIPS	570 MIPS	MVS	UMF
Software Licenses - Department of Information Technology/Department of Safety	Formerly Known As Software Licenses	Auth MIPS SFY 2016	Auth MIPS SFY 2016	Op Sys	Lic Type
CA Dynam /D Disk Management *	Brightstor CA- Dynam/D Disk Management	Retired	Retired	VSE	UMF
CA Dynam /T Tape Management*	Brightstor CA-Dynam/T Tape Management	Retired	Retired	VSE	UMF
CA Easytrieve Plus Report Generator*	Unicenter CA-Easytrieve Plus Report Generator	Retired	Retired	VSE	UMF
CA MASTERCAT VSAM Catalog Management*	Brightstor CA- MASTERCAT VSAM Catalog Management	171 MIPS	171 MIPS	VSE	UMF
CA Raps*	Unicenter CA-Raps	Retired	Retired	VSE	UMF
CA Explore Performance Management for CICS (VSE)*	Unicenter CA-Explore Performance Management for CICS (VSE)	171 MIPS	171 MIPS	VSE	UMF
CA FAVER 2 VSAM Data Protection*	Brightstor CA-FAVER 2 VSAM Data Protection	171 MIPS	171 MIPS	VSE	UMF
CA Dynam /T Tape Management*	Brightstor CA-Dynam/T Tape Management	171 MIPS	171 MIPS	VM	UMF
CA VM:Backup*	Brightstor CA VM:Backup	171 MIPS	171 MIPS	VM	UMF
CA VM:Secure*	eTrust CA VM:Secure	171 MIPS	171 MIPS	VM	UMF
CA Explore Performance Management (VM)*	Unicenter CA-Explore Performance Management (VM)	171 MIPS	171 MIPS	VM	UMF

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Additional Software Licenses - Department of Safety	Formerly Known As Software Licenses	Auth MIPS SFY 2016	Auth MIPS SFY 2016	Op Sys	Lic Type
CA Culprit for CA-IDMS*	Advantage CA-Culprit for CA-IDMS	171 MIPS	171 MIPS	VSE	UMF
CA Dynam /D Disk Management*	BrightStor CA-Dynam/D Disk Management	171 MIPS	171 MIPS	VSE	UMF
CA Dynam /FI File Independence*	BrightStor CA-Dynam/FI File Independence	171 MIPS	171 MIPS	VSE	UMF
CA Dynam /T Tape Management*	BrightStor CA-Dynam/T Tape 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	171 MIPS	VSE	UMF
CA IDMS /DB Audit Option*	Advantage CA-IDMS/DB Database Audit Option	171 MIPS	171 MIPS	VSE	UMF
CA IDMS DML Online Option*	Advantage CA-IDMS Database DML Online Option	171 MIPS	171 MIPS	VSE	UMF
CA IDMS /DC Option*	Advantage CA-IDMS/DC Transaction Server Option	171 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	VSE	UMF
Distributed Product Suite- AllFusion Licensed Programs - Department of Health and Human Services- Data Center	Formerly Known As Software Licenses	Auth Users SFY 2016	Auth Users SFY 2016	Op Sys	Lic Type
CA Software Change Manager Named User	AllFusion CA Harvest Change Manager	175 Named Users*	175 Named Users*	NT	Perp
CA Software Change Manager Named User	N/A	260 Named Users	260 Named Users	NT	Perp
CA Software Change Manager Premium Edition Named Users	N/A	40 Named Users	40 Named Users	NT	Perp
CA ERwin Data Modeler	AllFusion ERwin Data Modeler	10 Named Users	10 Named Users	NT	Perp

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Office of Information Technology	Formerly Known As Software Licenses	Auth Licenses SFY 2016	Auth Licenses SFY 2016	Op Sys	Lic 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 license	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.

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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 License Agreement	March 10, 2016- June 30, 2016	TOTAL*
Due Date *	Effective Date	
CA Software Renewal		
CA Software Change Manager, New Licenses		
Mainframe SLE	\$29,342	\$29,342
Mainframe SUMF	\$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 B03; 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

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	EFFECTIVE DATES	CONTRACT AMOUNT

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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	G&C Approval through June 30, 2016	\$31,395
CONTRACT TOTAL			\$5,285,707

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.

Lisa Kiefer
CA, Inc.

Date: 2/29/16

Corporate Signature Notarized:
STATE OF Virginia
COUNTY OF Fairfax

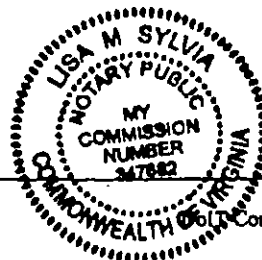
On this the 29 day of February, 2016, before me, Lisa Kiefer, the undersigned Officer Lisa Kiefer, personally appeared and acknowledged her/himself to be the Principal Sales Accounting of CA Inc, a corporation, and that she/he, as such Principal Sales Accounting, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Principal Sales Accounting.

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

Lisa M Sylvia
Notary Public/Justice of the Peace

My Commission Expires: 10/31/2016

(SEAL)



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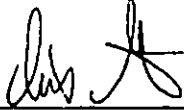
CA, Inc. Initials LK

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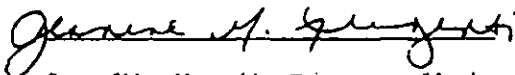
State of New Hampshire



Denis Goulet, Commissioner
Department of Information Technology

Date: 2/25/2016

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



State of New Hampshire, Department of Justice

Date: 3/31/16

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CA, INC.

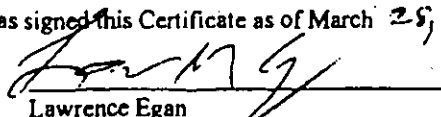
Certificate of Assistant Secretary

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 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").
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 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 28, 2016.


Lawrence Egan
Assistant Secretary

STATE OF NEW YORK)

)ss.

COUNTY OF SUFFOLK)

On March 28, 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..



Susanne Snyder
Notary Public, State of New York
No. 018N633094
Qualified in Nassau County
Commission Expires November 14, 2017

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

I. Definitions:

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 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.

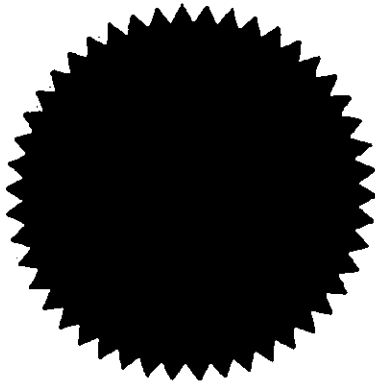
Excerpt 3

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE: 03/20/16

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(ies) 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 Am Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3331 USA	CONTACT INFO PHONE: (846) 283-7123 FAX: 800-361-8109 A.C. No. Exp: A.C. No.	
	INSURER(S) AFFORDING COVERAGE	
INSURED CA, Inc. and all subsidiaries One Computer Associates Plaza Islandia NY 11749 USA	INSURER A:	New Hampshire Ins Co 23841
	INSURER B:	National Union Fire Ins Co of Pittsburgh 19445
	INSURER C:	The Insurance Co of the State of PA 19429
	INSURER D:	Illinois National Insurance Co 23817
	INSURER E:	ACE Property & Casualty Insurance Co. 20699
	INSURER F:	

COVERAGES: CERTIFICATE NUMBER: 670081818512 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.

TYPE OF INSURANCE	POLICY NUMBER	START DATE	END DATE	LIMITS
C COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR CENL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	GL379657D	04/01/2016	04/01/2017	EACH OCCURRENCE \$1,000,000 UMBRELLA TO EXCEED \$1,000,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
A AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTO OR ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> ONLY	CA 3434120 (CA, NY) CA 3434121 (MA)	04/01/2016	04/01/2017	COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per occurrence)
E UMBRELLA LIMIT <input checked="" type="checkbox"/> OCCUR EXCESS LIMIT CLAIMS-MADE DED: <input checked="" type="checkbox"/> RETENTION \$10,000	X00027867978001	04/01/2016	04/01/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/OWNER EXCLUDED? (Indemnity to Ins) If no, describe under DESCRIPTION OF OPERATIONS below Y/N: <input checked="" type="checkbox"/> N/A	WCO15518351 (A06) \$2k apolies per policy terms & conditions	04/01/2016	04/01/2017	<input checked="" type="checkbox"/> PER ACCIDENT <input type="checkbox"/> E.L. EACH ACCIDENT <input type="checkbox"/> E.L. DISEASE-BA EMPLOYEE <input type="checkbox"/> E.L. DISEASE-POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 111, Additional Remarks Schedule, may be attached if more space is needed)
 State of New Hampshire Office of Information Technology is listed as an additional insured as their interest may appear.

CERTIFICATE HOLDER State of New Hampshire Office of Information Technology 27 Hazen Drive Concord NH 03301 USA	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 <i>Am Risk Services Northeast Inc</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDDYYYY)
000000

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(ies) 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 each endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10078-3551 USA	CONTACT PHONE TAC No. Ext: (964) 281-7122 FAX No. 800-763-8105 E-MAIL ACORD@aon.com
INSURED CA, Inc. and all Subsidiaries One Computer Associates Plaza Icelandia NY 11749 USA	INSURER(S) AFFORDING COVERAGE
	INSURER A: New Hampshire Ins Co 23841 INSURER B: National Union Fire Ins Co of Pittsburgh 19445 INSURER C: The Insurance Co of the State of PA 19429 INSURER D: Illinois National Insurance Co 23817 INSURER E: ACE Property & Casualty Insurance Co. 20899 INSURER F:

COVERAGES CERTIFICATE NUMBER: 670081618512 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.

LINE	TYPE OF INSURANCE	AGENCY (INSURER)	POLICY NUMBER	START DATE	END DATE	LIMITS
1	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> SECT <input type="checkbox"/> LOC OTHER		CA3786370	04/01/2016	04/01/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EXCLUSIONS) \$1,000,000 MED EXP (per occ perins) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMPROP AGG \$1,000,000
A	1. AUTOMOBILE LIABILITY 2. <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER		CA 3434120 (CA, NY) CA 3434121 (MA)	04/01/2016	04/01/2017	COVERED BODILY INJURY (EX. BODILY) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
E	<input checked="" type="checkbox"/> UMBRELLA LIME <input checked="" type="checkbox"/> OCCUR EXCESS LIME <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		HD002796787001	04/01/2016	04/01/2017	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
A	EMPLOYERS COMPENSATION AND EMPLOYERS LIABILITY ANY EMPLOYER / PARTNER / DIRECTOR'S OFFICER/DIRECTOR EXCLUSIONS N/A DESCRIPTION OF OPERATIONS below		WCO13519332 (AOS) SIR applies per policy terms & conditions	04/01/2016	04/01/2017	<input checked="" type="checkbox"/> EMPLOYEE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-BA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

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.

CERTIFICATE HOLDER State of New Hampshire Office of Information Technology 27 Hazen Drive Concord NH 03301 USA	CANCELLATION SHEETS ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE SHALL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast Inc</i>
--	--



1A

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 \$148,460, from \$5,107,852 to \$5,254,312 effective 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.

CLASS CODE-ACCOUNT CODE -CLASS TITLE	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

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 Medicaid 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.

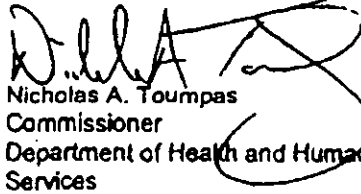
Should the Governor and Executive Council not approve this request, Department of Health and Human Services' software systems would not receive the support necessary to process client applications and maintain cases. The lack of systems support would negatively impact New Hampshire citizens seeking assistance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

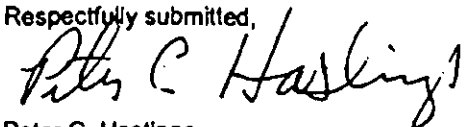
Her Excellency, Governor Margaret Wood Hassen
and Honorable Council
June 18, 2014
Page 3

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



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/doi

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.

Sincerely,

A handwritten signature in black ink that reads "Peter C. Hastings".

Peter C. Hastings.

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

**STATE OF NEW HAMPSHIRE
OFFICE OF INFORMATION TECHNOLOGY
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE
CONTRACT 2009-007
CONTRACT AMENDMENT D**

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	Formerly Known As Software Licenses	Auth MIPS SFY 2014	Auth MIPS SFY 2015	Auth MIPS SFY 2016	Op Sys	Lic Type
CA Endeavor Software Change Manager	AllFusion CA Endeavor Change Manager	500 MIPS	553 MIPS	553 MIPS	MVS	UMF
CA Endeavor Software Change Manager Automated Configuration	AllFusion CA Endeavor Change Manager Automated Configuration Option	500 MIPS	553 MIPS	553MIP S	MVS	UMF
CA Endeavor Software Change Manager for Mainframe Extended Processors	AllFusion CA Endeavor Change Manager Extended Processors Option	500 MIPS	553 MIPS	553MIP S	MVS	UMF

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DoIT Contract Amendment

CA, Inc. Initials

JA

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STATE OF NEW HAMPSHIRE
OFFICE OF INFORMATION TECHNOLOGY
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE
CONTRACT 2009-007
CONTRACT AMENDMENT D

CA Endeavor Software Change Manager External Security Interface	AllFusion CA Endeavor Change Manager Interface for External Security	300 MIPS	353 MIPS	353 MIPS	MVS	UMF
Unicenter CA-JCLCheck Workload Automation	Unicenter CA-JCLCheck Utility	300 MIPS	353 MIPS	353 MIPS	MVS	UMF
CA One TAPE MANAGEMENT	Brightstor CA-1 Tape Management	300 MIPS	353 MIPS	353 MIPS	MVS	UMF
CA InterTest Batch	AllFusion CA-InterTest Batch	300 MIPS	353 MIPS	353 MIPS	MVS	UMF
CA InterTest for CICS	AllFusion CA-InterTest for CICS	300 MIPS	353 MIPS	353 MIPS	MVS	UMF
CA Database Analyzer® for DB2 for z/OS	Unicenter Database Analyzer for DB2 for z/OS	300 MIPS	353 MIPS	353 MIPS	MVS	UMF
CA Detector® for DB2 for z/OS	Unicenter Detector for DB2 for z/OS	300 MIPS	353 MIPS	353 MIPS	MVS	UMF
CA Plan Analyzer for DB2 for z/OS	Unicenter Plan Analyzer for DB2 for z/OS	300 MIPS	353 MIPS	353 MIPS	MVS	UMF
CA RC/Migrator for DB2 for z/OS	Unicenter RC/Migrator for DB2 for z/OS	300 MIPS	353 MIPS	353 MIPS	MVS	UMF
CA RC/Query for DB2 for z/OS	Unicenter RC/Query for DB2 for z/OS	300 MIPS	353 MIPS	353 MIPS	MVS	UMF
CA RC/Update for DB2 for z/OS	Unicenter RC/Update for DB2 for z/OS	300 MIPS	353 MIPS	353 MIPS	MVS	UMF
Software Licenses – Department of Information Technology/Department of Safety	Formerly Known As Software Licenses	Auth MIPS SFY 2014	Auth MIPS SFY 2015	Auth MIPS SFY 2016	Op Sys	Lic Type
CA Dynam/D Disk Management *	Brightstor CA- Dynam/D Disk Management	Retired	Retired	Retired	VSE	UMF
CA Dynam/T Tape Management *	Brightstor CA-Dynam/T Tape Management	Retired	Retired	Retired	VSE	UMF
CA Easytrieve Plus Report Generator*	Unicenter CA-Easytrieve Plus Report Generator	171 MIPS	171 MIPS	Retired	VSE	UMF
CA MASTERCAT VSAM Catalog Management*	Brightstor CA-MASTERCAT VSAM Catalog Management	171 MIPS	171 MIPS	171 MIPS	VSE	UMF
CA Raps*	Unicenter CA-Raps	171 MIPS	171 MIPS	Retired	VSE	UMF
CA Explore Performance Management for CICS (VSE)*	Unicenter CA-Explore Performance Management for CICS (VSE)	171 MIPS	171 MIPS	171 MIPS	VSE	UMF
CA FAVER 2 VSAM Data Protection*	Brightstor CA-FAVER 2 VSAM Data Protection	171 MIPS	171 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 MIPS	171 MIPS	171 MIPS	VM	UMF
CA VM:Secure*	eTrust CA VM:Secure	171 MIPS	171 MIPS	171 MIPS	VM	UMF
CA Explore Performance Management (VM)*	Unicenter CA-Explore Performance Management (VM)	171 MIPS	171 MIPS	171 MIPS	VM	UMF

Initial all pages

CA, Inc. Initials *PLT*

DoIT Contract Amendment

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**STATE OF NEW HAMPSHIRE
OFFICE OF INFORMATION TECHNOLOGY
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE
CONTRACT 2009-007
CONTRACT AMENDMENT D**

Additional Software Licenses - Department of Safety	Formerly Known As Software Licenses	Auth MIPS SFY 2014	Auth MIPS SFY 2015	Auth MIPS SFY 2016	Op Sys	Lic Type
CA Culprit for CA-IDMS*	Advantage CA-Culprit for CA-IDMS	171 MIPS	171 MIPS	171 MIPS	VSE	UMF
CA Dynam /D Disk Management*	BrightStor CA-Dynam/D Disk Management	171 MIPS	171 MIPS	171 MIPS	VSE	UMF
CA Dynam /FI File Independence*	BrightStor CA-Dynam/FI File Independence	171 MIPS	171 MIPS	171 MIPS	VSE	UMF
CA Dynam /T Tape Management*	BrightStor CA-Dynam/T Tape Management	171 MIPS	171 MIPS	171 MIPS	VSE	UMF
CA ADS for CA-IDMS*	Advantage CA-ADS for CA-IDMS	171 MIPS	171 MIPS	171 MIPS	VSE	UMF
CA IDMS /DB*	Advantage CA-IDMS/DB Database	171 MIPS	171 MIPS	171 MIPS	VSE	UMF
CA IDMS /DB Audit Option*	Advantage CA-IDMS/DB Database Audit Option	171 MIPS	171 MIPS	171 MIPS	VSE	UMF
CA IDMS DML Online Option*	Advantage CA-IDMS Database DML Online Option	171 MIPS	171 MIPS	171 MIPS	VSE	UMF
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 Database SQL Option	171 MIPS	171 MIPS	171 MIPS	VSE	UMF
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 Monitor Option*	Advantage CA-IDMS Database Performance Monitor Option	171 MIPS	171 MIPS	171 MIPS	VSE	UMF
CA IDMS Server Option*	Advantage CA-IDMS Database Server Option	171 MIPS	171 MIPS	171 MIPS	VSE	UMF
CA Explore Performance Management*	Unicenter CA-Explore Performance Management	171 MIPS	171 MIPS	171 MIPS	VSE	UMF
Distributed Product Suite- AllFusion Licensed Programs - Department of Health and Human Services- Data Center	Formerly Known As Software Licenses	Auth Users SFY 2014	Auth Users SFY 2015	Auth Users SFY 2016	Op Sys	Lic Type
CA Software Change Manager Named User	AllFusion CA Harvest Change Manager	175 Named Users*	175 Named Users*	175 Named Users*	NT	Perp
CA Software Change Manager Named User	N/A	260 Named Users	260 Named Users	260 Named Users	NT	Perp
CA Software Change Manager Premium Edition Named Users	N/A	40 Named Users	40 Named Users	40 Named Users	NT	Perp
CA ERwin Data Modeler	AllFusion ERwin Data Modeler	10 Named Users	10 Named Users	10 Named Users	NT	Perp

Initial all pages

CA, Inc. Initials *PK*

DoIT Contract Amendment

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**STATE OF NEW HAMPSHIRE
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Office of Information Technology – MIGRATION PRODUCTS	Formerly Known As Software Licenses	Auth Licenses SFY 2014	Auth Licenses SFY 2015	Auth Licenses SFY 2016	Op Sys	Lic Type
CA Spectrum Infrastructure Manager Fault Tolerant License	CA Spectrum Fault Tolerant License	1 Tierless License	Retired	Retired	NT	Perp
CA Spectrum Integrity Branch Unrestricted Device Management	CA Spectrum Integrity NOC Unrestricted Device Management	1 Tierless License	Retired	Retired	NT	Perp
CA Spectrum Network Fault Manager BMC Remedy Gateway	CA Spectrum Remedy Gateway	Retired	Retired	Retired	NT	Perp
CA Spectrum SpectroWatch Editor for Infinity/Integrity	CA Spectrum SpectroWatch Editor for Infinity/Integrity	1 Tierless Server	Retired	Retired	NT	Perp
CA Spectrum Infrastructure Manager Data Mgr with Report Gateway	CA Spectrum Data Manager with Report Gateway for Infinity/Integrity	Active No Maintenance	Retired	Retired	NT	Perp
CA Spectrum Single Concurrent Administrator License	CA Spectrum Single Concurrent Administrator License	5 Users	Retired	Retired	NT	Perp
CA Spectrum Network Configuration Manager	CA Spectrum Configuration Manager for Infinity/Integrity	1 Tierless Server	Retired	Retired	NT	Perp
CA Spectrum Level 1 Toolkit	CA Spectrum Level 1 Customization Toolkit	1 Tierless Server	Retired	Retired	NT	Perp
Office of Information Technology	Formerly Known As Software Licenses	Auth Licenses SFY 2014	Auth Licenses SFY 2015	Auth Licenses SFY 2016	Op Sys	Lic Type
CA Spectrum Device Based Site	N/A	2000 device license	2000 device license	2000 device license	All CA GA O/S	Perp
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.

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CA, Inc. Initials *JH*

DoIT Contract Amendment

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STATE OF NEW HAMPSHIRE
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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
<p>1. Supplemental License Fees (SLF) are one time fees for each MIPS capacity upgrade.</p> <p>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.</p>			
<p>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.</p>			
<p>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.</p>			
<p>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.</p>			
<p>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.</p>			
<p>6. Upgrade MIPS Capacity – Supplemental Fees.</p> <p>Upgrade Schedule:</p> <p>a. 1st Upgrade July 1, 2013 - June 30, 2014 Increase by an additional 49 MIPS from 351 Licensed MIPS to 400 MIPS.</p> <p>b. 2nd 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.</p> <p>c. 3rd Upgrade July 1, 2014 - June 30, 2016 – Increase by an additional 53 MIPS from 500 Licensed MIPS to 553 MIPS.</p>			

Initial all pages

CA, Inc. Initials *PLA*

DoIT Contract Amendment

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**STATE OF NEW HAMPSHIRE
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CONTRACT AMENDMENT D**

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

Enterprise 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 *	6/30/2013	9/1/2013	2/1/2014	7/1/2014	7/1/2014	7/1/2015	
CA Software Renewal	\$573,726			\$573,726		\$551,520	\$1,698,971
CA Software Change Manager, New Licenses	\$67,500			\$67,500		\$67,500	\$202,500
Mainframe SLF		\$80,556	164,400		\$87,132		\$332,088
Mainframe SUMF		\$11,760	14,400	\$42,912	\$15,264	\$58,176	\$142,512
Total	\$641,226	\$92,316	\$178,800	\$684,137	\$102,396	\$677,196	\$2,376,871

*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

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DoIT Contract Amendment

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STATE OF NEW HAMPSHIRE
 OFFICE OF INFORMATION TECHNOLOGY
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 CONTRACT 2009-007
 CONTRACT AMENDMENT D

2. TOTAL CONTRACT PRICE

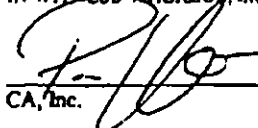
Notwithstanding anything in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments exceed \$5,254,312.

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

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	EFFECTIVE DATES	CONTRACT AMOUNT
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 TOTAL		\$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.

Date: 5/22/2014

Corporate Signature Notarized;
 STATE OF New York
 COUNTY OF Schoharie

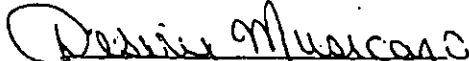
On this the 22 day of May, 2014, before me, Debbie MUSCARO, the undersigned Officer Patricia H. [unclear] personally appeared and acknowledged her/himself to be the Director, Sales/Marketing of CA, Inc., a corporation, and that she/he, as such Director, Sales/Marketing, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as

Initial all pages

CA, Inc. Initials 

STATE OF NEW HAMPSHIRE
OFFICE OF INFORMATION TECHNOLOGY
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE
CONTRACT 2009-007
CONTRACT AMENDMENT D

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


Notary Public/Justice of the Peace

My Commission Expires: 6/23/15

(SEAL)

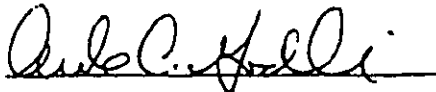
Denise Muscato
Notary Public, State of New York
No. 5060920
Qualified in Suffolk County
Commission Expires June 23, 2015

State of New Hampshire


Peter C. Hastings, Commissioner
Department of Information Technology

Date: 5/28/14

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



Date: 5/28/14

State of New Hampshire, Department of Justice

Initial all pages

CA, Inc. Initials 

DoIT Contract Amendment

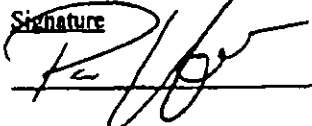
Page 8 of 8

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 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 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>	<u>Office</u>	<u>Signature</u>
Patrick J. Hofstetter	Director, Sales Accounting	

IN WITNESS WHEREOF, the undersigned has signed this Certificate as of May 22, 2014.


Robert C. Yang
Assistant Secretary

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

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.



Notary Public
WALTER JOHNSON
Notary Public - State of New York
No. 02408053864
Qualified in Nassau County
My Commission Expires Mar. 18 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:
 - 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;

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.

Commercial Sales or Services Agreements ("Sales or Services Agreements") 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.

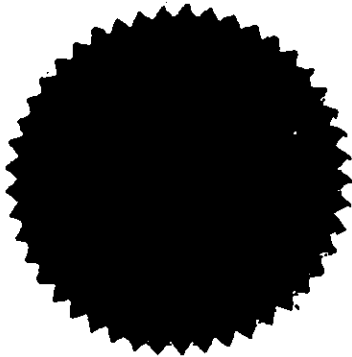
Excerpt 5

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").

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 20th day of May, A.D. 2014

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



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

Approved G+C
 June 19, 2013
 #17

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 (DoIT) 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 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 anticipated 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 reimburse DoIT for this work is 24.87% Highway funds, 46.96% Federal funds, and 28.17% General funds.

CLASS CODE AGENCY CODE - CLASS CODE	AGENCY CODE	AMOUNT	AMOUNT	AMOUNT	AMOUNT
01-03-03-030010-77030000 - DoIT-Central IT Services 038-500230 - Software Lic / Maint	03950047	\$340,458	\$358,853	\$373,254	\$1,072,565
01-03-03-030010-77030000 - DoIT-Central IT Services 038-500230 - Software Lic / Maint	03030085	\$79,161	\$79,161	\$0	\$158,322
01-03-03-030010-77030000 - DoIT-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 - Software Lic / Maint	03950090	\$39,632	\$39,632	\$39,632	\$118,896
01-03-03-030010-77030000 - DoIT-Central IT Services 038-500230 - Software Lic / Maint	03230071	\$28,990	\$28,990	\$28,990	\$86,970

01-03-03-030010-77030000 - DoIT - Central IT Services 038-500230 - Software Lic / Maint	03030005	\$67,500	\$67,500	\$67,500	\$202,500
01-03-03-030010-76270000 - DOIT - IT for Employment Security - 038- 509038 - Technology Software	03270071	\$17,953	\$17,953	\$0	\$35,906

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.

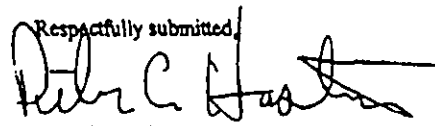
On June, 4, 2008 the State consolidated maintenance contracts for three CA software lines which were being used by the State: mainframe software, networking software and software management software. By consolidating these licenses, the State was able to accept a CA offer to save \$341,238 in upgrade 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.

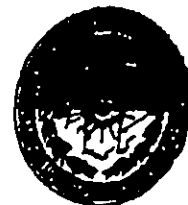
The CA contract conforms to the OIT Strategic Goal of Improving and Standardizing State Government Information Technology Infrastructure, specifically Software Procurement Streamlining as documented in the New Hampshire Information Technology Plan 2005-2009, approved October 18, 2005 by the Governor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

Respectfully submitted,

 Peter C. Hastings
 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



Peter C. Hastings
Acting Commissioner

June 3, 2013

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

Dear Director Pouliot:

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

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

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.

Sincerely,

Peter C. Hastings
Peter C. Hastings

PCH/dcp
OIT 2009-007C, RUDS 13425, 13426 and 13427

STATE OF NEW HAMPSHIRE
OFFICE OF INFORMATION TECHNOLOGY
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE
CONTRACT 2009-007
CONTRACT AMENDMENT C

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 wishes 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

STATE OF NEW HAMPSHIRE
OFFICE OF INFORMATION TECHNOLOGY
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE
CONTRACT 2009-007
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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.

Software License	Product Name	Auth MIPS	Auth MIPS	Auth MIPS	Op Sys	License Type
CA Endeavor Software Change Manager	AllFusion CA Endeavor Change Manager	400 MIPS	450 MIPS	500 MIPS	MVS	UMF
CA Endeavor Software Change Manager Automated Configuration	AllFusion CA Endeavor Change Manager Automated Configuration Option	400 MIPS	450 MIPS	500 MIPS	MVS	UMF
CA Endeavor Software Change Manager for Mainframe Extended Processors	AllFusion CA Endeavor Change Manager Extended Processors Option	400 MIPS	450 MIPS	500 MIPS	MVS	UMF
CA Endeavor Software Change Manager External Security Interface	AllFusion CA Endeavor Change Manager Interface for External Security	400 MIPS	450 MIPS	500 MIPS	MVS	UMF
Unicenter CA-JCLCheck Workload Automation	Unicenter CA-JCLCheck Utility	400 MIPS	450 MIPS	500 MIPS	MVS	UMF
CA One TAPE MANAGEMENT	Brightstor CA-1 Tape Management	400 MIPS	450 MIPS	500 MIPS	MVS	UMF
CA InterTest Batch	AllFusion CA-InterTest Batch	400 MIPS	450 MIPS	500 MIPS	MVS	UMF
CA InterTest for CICS	AllFusion CA-InterTest for CICS	400 MIPS	450 MIPS	500 MIPS	MVS	UMF
CA Database Analyzer® for DB2 for z/OS	Unicenter Database Analyzer for DB2 for z/OS	400 MIPS	450 MIPS	500 MIPS	MVS	UMF
CA Detector® for DB2 for z/OS	Unicenter Detector for DB2 for z/OS	400 MIPS	450 MIPS	500 MIPS	MVS	UMF
CA Plan Analyzer for DB2 for z/OS	Unicenter Plan Analyzer for DB2 for z/OS	400 MIPS	450 MIPS	500 MIPS	MVS	UMF
CA RC/Migrator for DB2 for z/OS	Unicenter RC/Migrator for DB2 for z/OS	400 MIPS	450 MIPS	500 MIPS	MVS	UMF
CA RC/Query for DB2 for z/OS	Unicenter RC/Query for DB2 for z/OS	400 MIPS	450 MIPS	500 MIPS	MVS	UMF
CA RC/Update for DB2 for z/OS	Unicenter RC/Update for DB2 for z/OS	400 MIPS	450 MIPS	500 MIPS	MVS	UMF
Software Licenses Department of Information Technology/Department of Safety	Boomerang Known As Software Licenses	Auth MIPS SPY 2014	Auth MIPS SPY 2015	Auth MIPS SPY 2016	Op Sys	License Type
CA Dynam/D Disk Management*	Brightstor CA-Dynam/D Disk Management	Retired	Retired	Retired	VSE	UMF
CA Dynam/T Tape Management*	Brightstor CA-Dynam/T Tape Management	Retired	Retired	Retired	VSE	UMF
CA Easytrieve Plus Report Generator*	Unicenter CA-Easytrieve Plus Report Generator	171 MIPS	171 MIPS	Retired	VSE	UMF

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CA, Inc. Initials *XK*

DoIT Contract Amendment

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CA MASTERCAT VSAM Catalog Management*	Brightstor CA-MASTERCAT VSAM Catalog Management	171 MIPS	171 MIPS	171 MIPS	VSE	UMF
CA Repls*	Unicenter CA-Repls	171 MIPS	171 MIPS	Retired	VSE	UMF
CA Explore Performance Management for CICS (VSE)*	Unicenter CA-Explore Performance Management for CICS (VSE)	171 MIPS	171 MIPS	171 MIPS	VSE	UMF
CA FAVER 2 VSAM Data Protection*	Brightstor CA-FAVER 2 VSAM Data Protection	171 MIPS	171 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 MIPS	171 MIPS	171 MIPS	VM	UMF
CA VM:Secure*	eTrust CA VM:Secure	171 MIPS	171 MIPS	171 MIPS	VM	UMF
CA Explore Performance Management (VM)*	Unicenter CA-Explore Performance Management (VM)	171 MIPS	171 MIPS	171 MIPS	VM	UMF

CA Culprit for CA-IDMS*	Advantage CA-Culprit for CA-IDMS	171 MIPS	171 MIPS	171 MIPS	VSE	UMF
CA Dynam/D Disk Management*	BrightStor CA-Dynam/D Disk Management	171 MIPS	171 MIPS	171 MIPS	VSE	UMF
CA Dynam/PI File Independence*	BrightStor CA-Dynam/PI File Independence	171 MIPS	171 MIPS	171 MIPS	VSE	UMF
CA Dynam/T Tape Management*	BrightStor CA-Dynam/T Tape Management	171 MIPS	171 MIPS	171 MIPS	VSE	UMF
CA ADS for CA-IDMS*	Advantage CA-ADS for CA-IDMS	171 MIPS	171 MIPS	171 MIPS	VSE	UMF
CA IDMS/DB*	Advantage CA-IDMS/DB Database	171 MIPS	171 MIPS	171 MIPS	VSE	UMF
CA IDMS/DB Audit Option*	Advantage CA-IDMS/DB Database Audit Option	171 MIPS	171 MIPS	171 MIPS	VSE	UMF
CA IDMS DML Online Option*	Advantage CA-IDMS Database DML Online Option	171 MIPS	171 MIPS	171 MIPS	VSE	UMF
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 Database SQL Option	171 MIPS	171 MIPS	171 MIPS	VSE	UMF
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 Monitor Option*	Advantage CA-IDMS Database Performance Monitor Option	171 MIPS	171 MIPS	171 MIPS	VSE	UMF
CA IDMS Server Option*	Advantage CA-IDMS Database Server Option	171 MIPS	171 MIPS	171 MIPS	VSE	UMF
CA Explore Performance	Unicenter CA-Explore	171 MIPS	171 MIPS	171 MIPS	VSE	UMF

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CA, Inc. Initials XIC

DoIT Contract Amendment

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STATE OF NEW HAMPSHIRE
 OFFICE OF INFORMATION TECHNOLOGY
 LICENSE AND MAINTENANCE OF UTILITY SOFTWARE
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 CONTRACT AMENDMENT C

Management*	Performance Management	MIPS	MIPS	MIPS		
CA Software Change Manager Named User	AllFusion CA Harvest Change Manager	175 Named Users*	175 Named Users*	175 Named Users*	NT	Perp
CA Software Change Manager Named User	N/A	260 Named Users	260 Named Users	260 Named Users	NT	Perp
CA Software Change Manager Premium Edition Named Users	N/A	40 Named Users	40 Named Users	40 Named Users	NT	Perp
CA ERwin Data Modeler	AllFusion ERwin Data Modeler	10 Named Users	10 Named Users	10 Named Users	NT	Perp
CA Spectrum Infrastructure Manager Fault Tolerant License	CA Spectrum Fault Tolerant License	1 Tierless License	Retired	Retired	NT	Perp
CA Spectrum Integrity Branch Unrestricted Device Management	CA Spectrum Integrity NOC Unrestricted Device Management	1 Tierless License	Retired	Retired	NT	Perp
CA Spectrum Network Fault Manager BMC Remedy Gateway	CA Spectrum Remedy Gateway	Retired	Retired	Retired	NT	Perp
CA Spectrum SpectroWatch Editor for Infinity/Integrity	CA Spectrum SpectroWatch Editor for Infinity/Integrity	1 Tierless Server	Retired	Retired	NT	Perp
CA Spectrum Infrastructure Manager Data Mgr with Report Gateway	CA Spectrum Data Manager with Report Gateway for Infinity/Integrity	Active No Maintenance	Retired	Retired	NT	Perp
CA Spectrum Single Concurrent Administrator License	CA Spectrum Single Concurrent Administrator License	5 Users	Retired	Retired	NT	Perp
CA Spectrum Network Configuration Manager	CA Spectrum Configuration Manager for Infinity/Integrity	1 Tierless Server	Retired	Retired	NT	Perp
CA Spectrum Level 1 Toolkit	CA Spectrum Level 1 Customization Toolkit	1 Tierless Server	Retired	Retired	NT	Perp
CA Spectrum Device Based Suite	N/A	2000 device license	2000 device license	2000 device license	All CA GA O/S	Perp
CA eHealth Device Pricing Without Database	N/A	2000 device	2000 device	2000 device	All CA GA O/S	Perp

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CA, Inc. Initials *LL*

DoIT Contract Amendment

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STATE OF NEW HAMPSHIRE
OFFICE OF INFORMATION TECHNOLOGY
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	license	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 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

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CA, Inc. Initials *SL*

DoIT Contract Amendment

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LICENSE AND MAINTENANCE OF UTILITY SOFTWARE
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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. 2nd 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 Usage & Maintenance Fee, Incremental MIPS	\$11,760	\$28,512	\$42,912	\$83,184
Total	\$92,316	\$110,712	\$125,112	\$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 JK

DoIT Contract Amendment

Page 6 of 8

STATE OF NEW HAMPSHIRE
OFFICE OF INFORMATION TECHNOLOGY
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE
CONTRACT 2009-007
CONTRACT AMENDMENT C

1.2 Proposed Pay Stream for the Enterprise License Agreement

Due Date *		6/30/2013	6/30/2013	9/1/2013	7/1/2014	7/1/2015	
CA Software Renewal	\$2,685,540		\$573,726		\$573,725	\$551,520	\$1,698,971
CA Software Change Manager, New Licenses		\$67,500			\$67,500	\$67,500	\$202,500
Mainframe SLF	\$ 120,028			\$80,556	\$82,200	\$82,200	\$244,956
Mainframe SUMF	\$ 72,673			\$11,760	\$28,512	\$42,912	\$83,184

*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:

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

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

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 LK

DoIT Contract Amendment

Page 7 of 8

STATE OF NEW HAMPSHIRE
OFFICE OF INFORMATION TECHNOLOGY
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE
CONTRACT 2009-007
CONTRACT AMENDMENT C

Lisa Kiefer
CA, Inc.

Date: 6/3/13

Corporate Signature Notarized:
STATE OF VIRGINIA

COUNTY OF FAIRFAX

On this the 3 day of JUNE, 2013, before me, ROGER MORRIS,
the undersigned Officer Lisa Kiefer, personally appeared and acknowledged her/himself to be the
Principal Sales Accounting of CA Inc, a corporation, and that
she/he, as such Principal Sales Accounting, 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

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

[Signature]
Notary Public/Justice of the Peace

My Commission Expires:

(SEAL)



State of New Hampshire

Peter C. Hastings
Peter C. Hastings, Acting Commissioner
Department of Information Technology

Date: 6/3/13

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

[Signature]
State of New Hampshire, Department of Justice

Date: 6/5/13

Initial all pages

CA, Inc. Initials _____

DoIT Contract Amendment

Page 8 of 8

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:

1. Attached hereto as Exhibit A 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").
2. Attached hereto as Exhibit B 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").
3. The Delegation Authorizations were in full force and effect 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 JOHNSON
Notary Public - State of New York
No. 02J0605834
Qualified in Nassau County
My 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 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

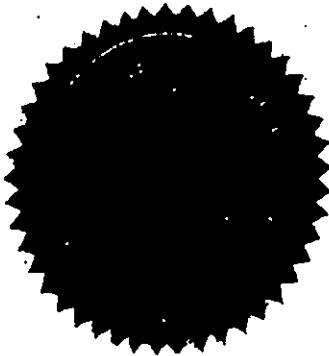
Excerpt 3

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

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, s(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

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



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

01-1722/10
 Item # 20

- original
- amendment 1
- amendment 2

Peter C. Hastings
 Interim Commissioner

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-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:

FY	CA#DEPT#-AGENCY#-ACTIVITY#-AGCTG#UNIT# DEPT#NAME-AGENCY#-NAME-AGCTG#UNIT#NAME	JOB#	AMOUNT
	CLASS CODE-ACCOUNT CODE-CLASS TITLE		
2011	01-03-03-030010-7627000 - DoIT- IT for NHES 038- 500177 - Software Maintenance	05270000	\$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), DoIT 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

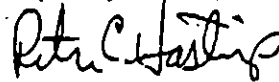
On June 4, 2008, a five (5) year contract with CA, Inc. was approved by Governor and Council (Item #4) for multiple software products and services across multiple agencies. This contract included one (1) year license for software utilized by the Department of Employment Security due to anticipated changes 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

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 1.17: *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:

1. 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

<p>Section 1.2: <i>Product Deliverables</i>, paragraph 1 and the last table referencing the Department of Employment Security</p>	<p><u>DELETE:</u></p> <p>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.</p> <p><u>REPLACE WITH THE FOLLOWING:</u></p> <p>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, 2011 only.</p>
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Initial all pages
 CA, Inc. Initials W

STATE OF NEW HAMPSHIRE
 OFFICE OF INFORMATION TECHNOLOGY
 LICENSE AND MAINTENANCE OF UTILITY SOFTWARE
 CONTRACT 2009-007
 CONTRACT AMENDMENT B

DELETE:
 The following licenses for the Department of Employment Security will be renewed through June 30, 2010 only.

Additional Software Licenses - Department of Employment Security	Formerly Known As Software Licenses	Authorized Use	Operating System	Hardware Type
CA Dynam/T Tape Management*	BrightStor CA-Dynam/T Tape Management	171 MIPS	VSE	UMF
CA Easytrieve Plus Report Generator*	Unicoenter CA-Easytrieve Plus Report Generator	171 MIPS	VSE	UMF

*Product is being used on a singled CPU.

REPLACE WITH THE FOLLOWING:
 The following licenses for the Department of Employment Security will be renewed through June 30, 2011 only.

Additional Software Licenses - Department of Employment Security	Formerly Known As Software Licenses	Authorized Use	Operating System	Hardware Type
CA Dynam/T Tape Management*	BrightStor CA-Dynam/T Tape Management	171 MIPS	VSE	UMF
CA Easytrieve Plus Report Generator*	Unicoenter CA-Easytrieve Plus Report Generator	171 MIPS	VSE	UMF

*Product is being used on a singled CPU.

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



Initial all pages
 CA, Inc. Initials *RA*

STATE OF NEW JERSEY
 OFFICE OF INFORMATION TECHNOLOGY
 LICENSE AND MAINTENANCE OF UTILITY SOFTWARE
 CONTRACT 2009-007
 CONTRACT AMENDMENT B

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 \$2,878,241.
 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 product set	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/O02 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).



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 CA, Inc. Initials *AK*

STATE OF NEW HAMPSHIRE
 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.

~~Enterprise~~

DELETE:

Renewal Fees	\$540,920.00	\$540,919.00	\$530,942.00	\$530,942.00	\$530,942.00	\$2,674,665.00
Mainframe SLF	\$ 0.00	\$ 54,259.00	\$ 65,769.00	\$ 0.00	\$ 0.00	\$ 120,028.00
Mainframe SUMF	\$ 0.00	\$ 9,517.00	\$ 21,052.00	\$ 21,052.00	\$ 21,052.00	\$ 72,673.00

REPLACE WITH THE FOLLOWING:

Renewal Fees	\$540,920.00	\$540,919.00	\$541,817.00	\$530,942.00	\$530,942.00	\$2,685,540.00
Mainframe SLF	\$ 0.00	\$ 54,259.00	\$ 65,769.00	\$ 0.00	\$ 0.00	\$ 120,028.00
Mainframe SUMF	\$ 0.00	\$ 9,517.00	\$ 21,052.00	\$ 21,052.00	\$ 21,052.00	\$ 72,673.00

~~Enterprise~~

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 *[Signature]*

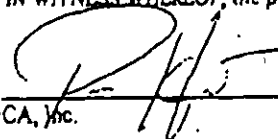
STATE OF NEW HAMPSHIRE
 OFFICE OF INFORMATION TECHNOLOGY
 LICENSE AND MAINTENANCE OF UTILITY SOFTWARE
 CONTRACT 2009-007
 CONTRACT AMENDMENT B

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 #2009-007A	First Amendment (A)	July 1, 2009	\$ 9,977.00
Amendment #2009-007B	Second Amendment (B)	July 1, 2010	\$ 10,875.00

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.

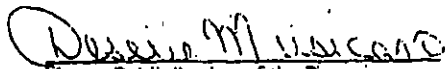

 CA, Inc.

Date: 6/10/10

Corporate Signature Notarized:
 STATE OF New York
 COUNTY OF Suffolk

On this the 10 day of June, 2010, before me,
Patrick Hofstetter, the undersigned Officer Director,
 personally appeared and acknowledged her/himself to be the Director Sales Accounting
 of CA, Inc., 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
Director, Sales Accounting.

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


 Notary Public/Justice of the Peace

My Commission Expires: 6-23-2011
 (SEAL)

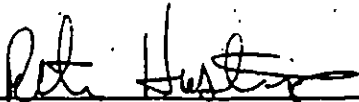
Deserie Mucicaro
 Notary Public, State of New York
 No. 6080928
 Qualified in Suffolk County
 Commission Expires June 23, 192011



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 CA, Inc. Initials PA

STATE OF NEW HAMPSHIRE
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: 6/11/10

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



Glenn Perlow
State of New Hampshire, Department of Justice

Date: 6/11/10



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CA, Inc. Initials



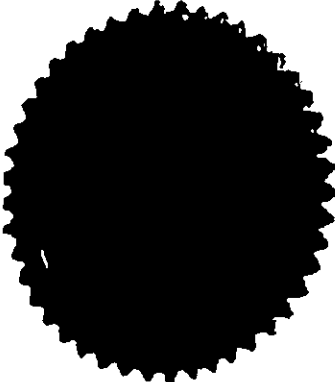
DoIT Contract Amendment

Page 7 of 7

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. 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 Seal of the State of New Hampshire,
this 8th day of May, A.D. 2009

A handwritten signature in cursive script, appearing to read "Wm Gardner", is written above the printed name.

William M. Gardner
Secretary of State

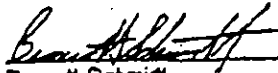
CA, INC.

SECRETARY'S CERTIFICATE

The undersigned, Brandt Schmidt, 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 April 16, 2008.
2. Attached hereto as Exhibit B 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)

)ss.

COUNTY OF SUFFOLK)

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



Notary Public

VALERIE 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, licensing or distribution of Company products by such Third Parties or Related Entities

Excerpt 3

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/08/2010

PRODUCER ACR Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3351 USA	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.										
PHONE: (866) 283-7127 FAX: (847) 953-5390	INSURERS AFFORDING COVERAGE										
INSURED CA, Inc. and all Subsidiaries One Computer Associates Plaza Islandia NY 11749 USA	<table border="1"> <tr> <td>INSURER A: Sentry Ins A Mutual Company</td> <td>NAIC # 24988</td> </tr> <tr> <td>INSURER B: Liberty Mutual Fire Ins Co</td> <td>23035</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURER A: Sentry Ins A Mutual Company	NAIC # 24988	INSURER B: Liberty Mutual Fire Ins Co	23035	INSURER C:		INSURER D:		INSURER E:	
INSURER A: Sentry Ins A Mutual Company	NAIC # 24988										
INSURER B: Liberty Mutual Fire Ins Co	23035										
INSURER C:											
INSURER D:											
INSURER E:											

Holder Identifier:

COVERAGES SIR applies per terms and conditions of the policy

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE AS REQUESTED

DESCRIPTION	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR DIVL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	901605703	04/01/2010	04/01/2011	EACH OCCURRENCE: \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence): \$1,000,000 MED EXP (Per claim/accident): \$10,000 PERSONAL & ADV INJURY: \$1,000,000 GENERAL AGGREGATE: \$3,000,000 PRODUCTS - COMBOP AGG: \$1,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS	99-28057-04 (AOS) 99-28057-05 (NA)	04/01/2010	04/01/2011	COMBINED SINGLE LIMIT (Per accident): \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG
B	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> PREDICTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	TH2621093580010	04/01/2010	04/01/2011	EACH OCCURRENCE: \$25,000,000 AGGREGATE: \$21,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/OWNER'S EXCLUDED? (Must carry in POL) If yes, describe under SPECIAL PROVISIONS below	901805701	04/01/2010	04/01/2011	<input checked="" type="checkbox"/> MC <input type="checkbox"/> STATA-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT: \$1,000,000 E.L. DISEASE-BA EMPLOYEE: \$1,000,000 E.L. DISEASE-POLICY LIMIT: \$1,000,000
	OTHER				

Certificate No: 570038415808

DESCRIPTION OF OPERATIONS/LOCATIONS/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER State of New Hampshire Office of Information Technology 27 Hazen Drive Concord NH 03301 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL endeavor TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: <i>Alan Paul Services Northeast Inc</i>
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[The main body of the page contains extremely faint and illegible text, likely bleed-through from the reverse side of the paper. The text is too light to transcribe accurately.]



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.rh.gov/doit

Richard C. Bailey, Jr.
 Chief Information Officer

Approved
 G+C
 6/17/09
 #16

May 12, 2009

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	\$9,977.00
TOTAL				\$9,977.00

Is allocated to Job numbers: 03270000

EXPLANATION

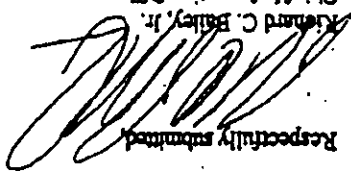
The CA proprietary software has been used by the Department of Information Technology since 1993 to efficiently monitor and manage the mainframe computing resources and to support software maintenance and development of applications for the Department of Health and Human Services (DHHS) NECSES (New England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

Respectfully submitted,

Richard C. Bailey, Jr.
Chief Information Officer

RCB/efg
2009-007A
RJD # 8452



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. Bailey, Jr.
Chief Information Officer

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

Sincerely,

Richard C. Bailey, Jr.

RCB/efg
OIT 2009-007A
Rid 8452

STATE OF NEW HAMPSHIRE
OFFICE OF INFORMATION TECHNOLOGY
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE
CONTRACT 2009-007
CONTRACT AMENDMENT A

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 1.17: *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:

1. 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 hereby amended as described in Table 1:
TABLE 1

<p>Section 1.2: <i>Product Deliverables</i>, paragraph 1 and the last table referencing the Department of Employment Security</p>	<p><u>DELETE:</u> 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.</p> <p><u>REPLACE WITH THE FOLLOWING:</u> 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.</p>
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Initial all pages
CA, Inc. Initials *CL*

DoIT Contract Amendment
Page 1 of 7

STATE OF NEW HAMPSHIRE
 OFFICE OF INFORMATION TECHNOLOGY
 LICENSE AND MAINTENANCE OF UTILITY SOFTWARE
 CONTRACT 2009-007
 CONTRACT AMENDMENT A

DELETE:

The following licenses for the Department of Employment Security will be renewed for one (1) year only.

CA Dynam /T Tape Management*	BrightStar CA-Dynam/T Tape Management	171 MIPS	VSE	UMF
CA Easytrieve Plus Report Generator*	Unicenter CA-Easytrieve Plus Report Generator	171 MIPS	VSE	UMF

**Product is being used on a singled CPU.*

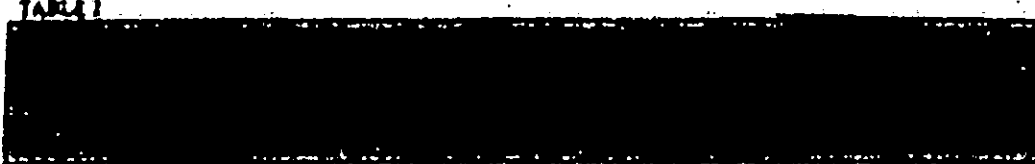
REPLACE WITH THE FOLLOWING:

The following licenses for the Department of Employment Security will be renewed through June 30, 2010 only.

CA Dynam /T Tape Management*	BrightStar CA-Dynam/T Tape Management	171 MIPS	VSE	UMF
CA Easytrieve Plus Report Generator*	Unicenter CA-Easytrieve Plus Report Generator	171 MIPS	VSE	UMF

**Product is being used on a singled CPU.*

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



STATE OF NEW HAMPSHIRE
 OFFICE OF INFORMATION TECHNOLOGY
 LICENSE AND MAINTENANCE OF UTILITY SOFTWARE
 CONTRACT 2009-007
 CONTRACT AMENDMENT A

DELETE:

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	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 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 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/O02 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 CK

DoIT Contract Amendment

Page 3 of 7

STATE OF NEW HAMPSHIRE
OFFICE OF INFORMATION TECHNOLOGY
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE
CONTRACT 2009-007
CONTRACT AMENDMENT A

for a 73 MIPS 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 \$2,867,366.00
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	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 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 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/O02 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).

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CA, Inc. Initials *lx*

DoIT Contract Amendment

Page 4 of 7

STATE OF NEW HAMPSHIRE
OFFICE OF INFORMATION TECHNOLOGY
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE
CONTRACT 2009-007
CONTRACT AMENDMENT A

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.

DELETE:

Renewal Fees	\$540,920.00	\$530,942.00	\$ 530,942.00	\$530,942.00	\$530,942.00	\$2,664,668.00
Mainframe SLF	\$ 0.00	\$ 54,259.00	\$ 65,769.00	\$ 0.00	\$ 0.00	\$ 120,024.00
Mainframe SUMF	\$ 0.00	\$ 9,517.00	\$ 21,052.00	\$ 21,052.00	\$ 21,052.00	\$ 72,673.00

REPLACE WITH THE FOLLOWING:

Renewal Fees	\$540,920.00	\$540,919.00	\$ 530,942.00	\$ 530,942.00	\$530,942.00	\$2,674,665.00
Mainframe SLF	\$ -0.00	\$ 54,259.00	\$ 65,769.00	\$ 0.00	\$ 0.00	\$ 120,024.00
Mainframe SUMF	\$ 0.00	\$ 9,517.00	\$ 21,052.00	\$ 21,052.00	\$ 21,052.00	\$ 72,673.00

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.

STATE OF NEW HAMPSHIRE
 OFFICE OF INFORMATION TECHNOLOGY
 LICENSE AND MAINTENANCE OF UTILITY SOFTWARE
 CONTRACT 2009-007
 CONTRACT AMENDMENT A

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

TABLE 3

<p>ADD:</p> <p>Section 2: <i>Insurance Requirements</i></p>	<p>2. INSURANCE REQUIREMENTS</p> <p>Section 8.14.1: <i>CA Insurance Requirement of the Statement of Work relating to insurance requirements reads:</i></p> <p style="padding-left: 40px;">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;</p> <p style="padding-left: 40px;">is hereby amended to read:</p> <p style="padding-left: 40px;">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 \$1,000,000 per incident;</p>
--	---

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

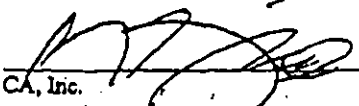
Contract #2009-007	Original Contract	July 1, 2008	\$2,857,389.00
Amendment #229-007A	First Amendment (A)	July 1, 2009	\$ 9,977.00

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 cl

STATE OF NEW HAMPSHIRE
OFFICE OF INFORMATION TECHNOLOGY
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE
CONTRACT 2009-467
CONTRACT AMENDMENT A

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

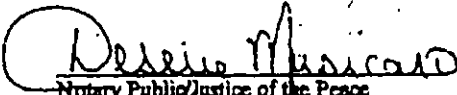

CA, Inc.

Date: 5/14/09

Corporate Signature Notarized:
STATE OF New York
COUNTY OF Suffolk

On this the 6 day of MAY, 2009, before me,
Gregory Siragusa, the undersigned Officer MANAGER,
personally appeared and acknowledged her/himself to be the Manager Sales Accounting
of CA, Inc., 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 Sales Accounting

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


Notary Public/Justice of the Peace

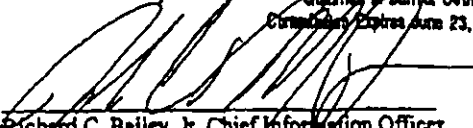
My Commission Expires: 6-23-2011

(SEAL)

Deserie Muscare
Notary Public, State of New York
No. 5080120

State of New Hampshire

Qualified in Suffolk County
Commission Expires June 23, 2011



Date: 5/13/09

Richard C. Bailey, Jr. Chief Information Officer
Department of Information Technology

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



Date: 6/1/09

Suzan Lehmann
State of New Hampshire, Department of Justice

Exhibit A

DELEGATION OF AUTHORITY FROM THE BOARD OF DIRECTORS
TO THE CHIEF EXECUTIVE OFFICER OF CA, INC.

(April 18, 2008)

Excerpt 1:

1. As used in the 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:

Excerpt 2:

a. "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.

b. "Intellectual Property Agreements" mean licensing or other conveyances, to or from the Company, of rights and/or title to intellectual property assets.

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

d. "Subsidiary" means any entity of which the Company owns, directly or indirectly, over fifty percent of the voting power or outstanding shares or other interests, or which the Company otherwise controls.

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

Excerpt 3:

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:

Excerpt 4:

Intellectual Property Agreements

a. Intellectual Property Agreements shall not exceed \$50 million in consideration, whether in cash or in kind, to be paid or received by or on behalf of the Company or expected to be paid or received by or on behalf of the Company, within three years of the date such agreement is entered.

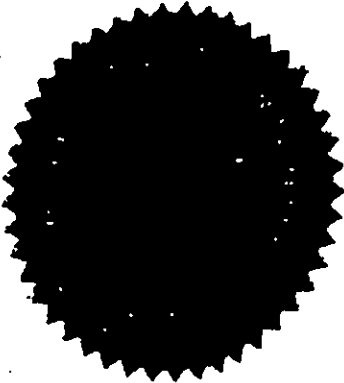
b. Commercial Sales Agreements and other agreements, contracts, reports and things in the ordinary course of business.

Exempt 5:
Other

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. 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 Seal of the State of New Hampshire,
this 8th day of May, A.D. 2009

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



STATE OF NEW HAMPSHIRE
 OFFICE OF INFORMATION TECHNOLOGY
 Office of the Governor
 27 Hazen Dr., Concord, NH 03301
 603-271-2843 1-800-852-3345 x2843
 Fax: 603-271-1516 TDD Access: 1-800-735-2964

*GTC Approved
 June 4, 2008
 Item # 4*

Richard C. Bailey, Jr.
 Chief Information Officer

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 Aprisna 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 over-capacity 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.

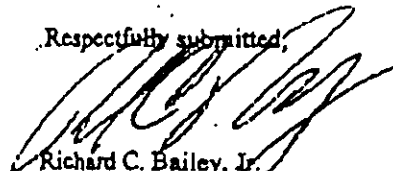
and Honorable Executive Council
May 19, 2008
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The CA contract conforms to the OIT Strategic Goal of Improving and Standardizing State Government Information Technology Infrastructure, specifically Software Procurement Streamlining as documented in the 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, Jr.
Chief Information Officer

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

**STATE OF NEW HAMPSHIRE
OFFICE OF INFORMATION TECHNOLOGY
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE
CONTRACT 2009-007
CONTRACT DOCUMENT**

CONTRACT AGREEMENT

The State of New Hampshire and the CONTRACTOR hereby mutually agree as follows:

GENERAL PROVISIONS

1.1 State Agency Name State of New Hampshire Office of Information Technology		1.2 State Agency Address 27 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name CA, Inc.		1.4 Contractor Address One CA Plaza, Islandia, NY 11749	
1.5 Account No. See Contract Agreement - Account Codes on the following page	1.6 Completion Date June 30, 2013	1.7 Audit Date	1.8 Price Limitation \$ 2,857,389.00
1.9 Contracting Officer for State Agency Richard C. Bailey, Jr.		1.10 State Agency Telephone Number 603 223-5703	
1.11 Contractor Signature <i>Maria Speciale 5/20/08</i>		1.12 Name & Title of Contractor Signor <i>Maria Speciale Manager, Sales Accounting</i>	
1.13 Acknowledgement: State of <i>NY</i> , County of <i>Suffolk</i> On <i>5-30-08</i> , before the undersigned officer, personally appeared the person identified in block 1.12 or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that she executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>[seal] Deserie Muscareo</i>			
1.13.2 Name & Title of Notary or Justice of the Peace <i>Deserie Muscareo Notary</i>			
1.14 State Agency Signor(s) <i>[Signature]</i>		1.15 Name/Title of State Agency Signor(s) Richard C. Bailey, Jr., Chief Information Officer	
1.16 Approval by Department of Personnel (Rate of Compensation for Individual Consultants) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> Assistant Attorney General, On: <i>5/21/08</i>			
1.18 Approval by the Governor & Council By: _____ On: _____			

2009-007 OIT CA Contract-Statement of Work

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Deserie Muscareo
Notary Public, State of New York
No. 5000920
Qualified in Suffolk County
Commission Expires June 23, 2011



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CONTRACT AGREEMENT

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

*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

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

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TERMS AND DEFINITIONS

Capitalized terms 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 11749
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: <i>Contract Management</i>
Data	State's records, files, forms, data and other documents or information in either electronic or paper form.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed 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 Contract	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.
GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Initial Term	July 1, 2008 through June 30, 2013
Licensed Program	Software License granted to the State by CA.
Licenses	New Hampshire, Office of Information Technology, or its authorized agents. No other third person shall be, or be deemed to be, entitled to the use or benefit of the Licensed Program at any State site.
Licensor Site	Shall mean the data center site(s) identified in Exhibit C: <i>Special Provisions</i> , which are owned, operated or controlled by

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	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 Licensee Site(s), 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 license.
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 executed by the State that does not restrict the State from seeking alternative sources for the product or service.
Non-Software Deliverables	Deliverables that are not Software Deliverables, e.g., meetings, help support.
Office of Information Technology (OIT)	The Office of Information Technology established under RSA 4-D within the Office of the Governor.
Order of Precedence	The order in which Contract/Documents provide in the event of a conflict or ambiguity.
Perpetual	A perpetual license grants perpetual use of the Licensed Programs denoted as Perpetual on Exhibit A attached hereto. Maintenance shall be for the Initial Term. Maintenance thereafter shall be subject to an amendment to this contract.
Proposal	CA's written proposal submitted to the State for license renewal cost containment.
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 unable 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

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	<p>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 diligent efforts to resolve Severity Level 1 problems as quickly as possible.</p> <p>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).</p> <p>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 infrequently used subcommand gives an incorrect response).</p> <p>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 misspelled).</p>
SOW	Statement of Work
Specifications	The written specifications that set forth the requirements which include, without limitation, the RFP, the Proposal, the Contract, any performance standards, Documentation, applicable state and federal policies, 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	State of New Hampshire, Office of Information Technology 27 Hazen Drive Concord, NH 03301
State Confidential Records	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 Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 st through June 30 th of the following calendar year.

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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.
Warranty Period	The period following Acceptance during which CA will provide Warranty Services to the State.
Warranty Services	The warranty services CA will provide the State during the Warranty Period.

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

RECITALS

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 technical support services to the State, all in accordance with the provisions of this Agreement,

NOW THEREFORE, in consideration of the foregoing, the mutual 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
- f. Exhibit F Software License and Related Terms
- g. Exhibit G Warranty
- h. Exhibit H Contractor Proposal dated April 17, 2008
- i. Exhibit I CA Certificate of Vote
- j. Exhibit J CA Certificate of Authority
- k. 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:

- a. The Statement of Work
- b. Exhibits A, B, C, D, E, F, G, I, J, K
- c. Proposal, Exhibit H.

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CA's initials: *JS*

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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 omission 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 beyond June 30, 2016.

Notwithstanding anything to the contrary in this Contract, any Contract extensions beyond June 30, 2013 shall 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 Superseded 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 as 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.

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23 Contract Maintenance and Technical Support

CA shall provide the State with Software License and Maintenance and Technical Support Services.

24 Upgrades

Upgrade fees are associated with the increase in licensed MIPS Capacity in July 2009 from the existing licensed MIPS of 260 to 293 (2096/002 to a 2096/P02) and in July 2010 from the then existing 293 MIPS to 333 MIPS (2096/P02 to 2096/Q02) for those products licensed for 260 MIPS.

This assumes the current level (CPU (2096/Q02) is upgraded only to the P02 in July 2009 and then to the Q02 in July 2010.

25 New Products

In addition to and separate from unassisted updates and enhancements to be provided as maintenance during the Term, in the event CA develops a new release of a Licensed Program that it deprecates and makes generally available as a new product (typically containing new functions in addition to or different from existing functionality, a "New Product"), then upon CA's receipt of State's written request and without additional charge, CA shall provide and license to the State the New Product for the State's use during the Term, on the same terms and conditions that apply to the Licensed Program, without additional charge to the State, even if CA charges a separate license fee for the New Product to CA's other customers.

26 Authorized Use

Authorized use limitations for the Software Licenses (with respect to each such Software License the "Authorized Use Limitation") are set forth in the tables in Exhibit A: *Contract Deliverables*.

Any increase in either 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 subject to the amendment process described in SOW, Section 8.17, *Amendment*, including but not limited to Governor 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 fee.

Where the *Personal Licensed Programs* are installed on multiple machines (physical & virtual) each such installation shall 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 hardware) is used to enable multiple instances of an operating system(s) to run on a single computer simultaneously.



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2.7 Upgrade MIPS Capacity - Supplemental Fees

The State may upgrade 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 Fee (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 desire to increase the licensed 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 prorated 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 in 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 schedules of the MIPS capacity 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 specified 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 certify 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

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due on the next anniversary of the Effective Date following CA's receipt of the notice and on each subsequent anniversary thereof (the "Discount"). Subject to full payment of the license fees due hereunder, the State may apply the Discount toward satisfaction 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 under CA's multi-year payment options. The Discount may not be combined with any other discount or credit then available to the State; no portion of the Discount shall be reimbursable in cash; and no portion of the Discount shall survive expiration of the Term of the Contract. Nothing herein shall affect the State's obligation to pay the fees set forth herein.

3. COMPENSATION

3.1 Contract Price

The Contract price, method of payment, and terms of payment are identified in Contract Exhibit 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 06081-9548
Phone 860-627-4571
Fax 860-654-1528
Kevin.higgins@ca.com

4.2 State Contract Manager

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

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

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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 (FAR) Subpart 4.7 Contractor Records Retention.

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 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 inspection, examination, audit and copying by personnel 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 Merrimack 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 section 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.

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5. DELIVERABLES

5.1 Deliverables and Services

CA shall provide the State with Software Licenses and Maintenance, Upgrades 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 P: *Software License and Related Terms*.

5.3 Warranty

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

5.4 Maintenance, Upgrades and Technical Support Services

CA shall provide the State with Maintenance, Upgrades 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

6.1 State's License

CA hereby grants the State the Software Licenses as more particularly described in Exhibit 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 lease 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 ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Contract.

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~~Without limiting the foregoing, the parties agree that the general knowledge referred to herein may in no event include: records of grand juries and petit juries; records of parole and pardon boards; personal school records of pupils; 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 tape sale or rental, 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 State, including State Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from RSA Chapter 91-A: *Access to Public Records and Meetings* (see e.g. RSA Chapter 91-A:5 *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.

7.2 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, subpoena or other legal process is served upon CA regarding the State's Confidential Information, and CA shall cooperate with the State in any effort it undertakes to contest the subpoena 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

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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 State shall notify CA and specify the date the State will be releasing the requested information. At the request of the State, CA shall cooperate and assist the State with collection and review of CA's information at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be CA's sole responsibility and at CA's sole expense. If CA fails 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.A Survival

This Section 7: *Use of State's Information, Confidentiality*, shall survive termination of the Contract.

8. GENERAL PROVISIONS

8.1 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 funds, 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 funds 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 use 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 Agreement* 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 connection with the performance of the Contract, 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 licensing requirements and standards necessary in the performance of the Contract.

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8.2.1 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, color, religion, creed, age, sex, handicap 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 (41 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 dispute 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

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Confidential Information), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's rights to any other remedy 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 places, 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 Higgins* Sr. Business Manager	Frank Cotroneo, Director,* Contract/Project Manager	5 Business Days
First	Jack Luzzig* Area Business Manager	Frank Cotroneo Director,* Contract/Project Manager	10 Business Days
Second	Bernadette Nixon* SVP - Area Manager	Richard C. Bailey, Jr. 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, the State shall provide CA written notice of material default, and CA must cure the material default within sixty (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.

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~~8.7.1.3 No remedy conferred under the Contract is intended to be exclusive of any other remedy, and each remedy is cumulative and in addition to 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.~~

8.7.2 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 unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services.

8.7.3 Termination for Conflict of Interest

8.7.3.1 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-rated 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.

8.7.3.2 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 entitled to pursue the same remedies against CA as it could pursue in the event of a default of the Contract by CA.

8.7.4 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;



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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 furnished to the State and which has been accepted or requested by the State; and~~

c. Provide written Certification to the State that CA has surrendered to the State all said property.

8.7A.2 Upon any termination of the Contract, the State shall with respect to any term Software License:

(i) Immediately cease 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 Majeure

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 God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

8.9 Change of Ownership

In the event that CA should change ownership for any reason whatsoever, and in the event such new owner fully assumes the Contract in accordance with Contract provisions (Section 8.11: *Assignment, Delegation and Subcontracts*), 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 Contract.

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 authority to bind the State or receive any benefits, worker's compensation or other emoluments provided by the State to its employees.

8.11 Assignment, Delegation and Subcontracts

8.11.1 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 unreasonably withheld. Notwithstanding the foregoing, nothing herein shall prohibit CA from assigning the Contract to the successor of all or substantially all of the assets

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er business of CA. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void.

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 may consider CA to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

8.12 Indemnification

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 Notwithstanding 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 Survival

This Section 8.12, *Indemnification*, shall survive termination of the Contract.

8.13 Liability

8.13.1 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 contrary: (1) the State's liability to Contractor shall be subject to applicable

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laws and regulations; and (2) in no event does the State waive its sovereign immunity or any applicable defenses or immunities.

8.13.3 CA

Subject to applicable laws and regulations, in no event shall CA be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and CA's liability to the State shall not exceed one and one half (1.5X) times the total Contract price, excluding maintenance fees, except as otherwise provided in Section 8.12: *Indemnification*, herein, and except with respect to breaches of confidentiality by CA hereunder 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 indemnification obligations set forth in Section 8.12: *Indemnification* and Section 7: *Use of State's Information, Confidentiality*.

8.13.3 State's Immunity

Notwithstanding 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. This covenant shall survive termination or Contract conclusion.

8.14 Insurance

8.14.1 CA Insurance Requirement

CA shall, at its sole expense, obtain and maintain in force, and shall require any Subcontractor or assignee to obtain and maintain in force, including for the benefit of the State, the following insurance:

- a. 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; and
- b. The policies shall be the standard form employed 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. Annually, on its insurance anniversary date, CA shall provide the State with a copy of the ACORD insurance form indicating that CA's insurance is current.

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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 subsequent 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
Islandia, NY 11749
Tel: (800) 225-5224

TO STATE:
Frank Casonec
Director
State of New Hampshire
27 Hazen Drive
Concord, NH 03301
Tel: (603) 223-5701

8.17 Amendment

The Contract may be amended, waived, or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver 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 inures to the benefit of the parties and their respective successor and assigns. Any action may only be brought in the State of New Hampshire, Merrimack County Superior Court.

8.19 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.



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8.21 Contract Exhibits

~~The Contract Exhibits referred to and attached to the Contract are incorporated by reference as if fully set forth herein.~~

8.22 Survival

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of SOW Section 4.3: *Records Retention and Access Requirements*, 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 the termination of the Contract.

8.23 Entire Contract

The Contract Documents, which may be executed in a number of counterparts, each of which shall be deemed an original, constitute the entire Contract and understanding between the parties, and supersede all prior contracts and understandings.



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~~Pricing for Deliverables is detailed in Exhibit B: 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 Licenses 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/Q02 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 Endeavor Change Manager	AllFusion CA Endeavor Change Manager	260 MIPS	MVS	UMF
CA Endeavor Change Manager Automated Configuration Option	AllFusion CA Endeavor Change Manager Automated Configuration Option	260 MIPS	MVS	UMF
CA Endeavor Change Manager Extended Processors Option	AllFusion CA Endeavor Change Manager Extended Processors Option	260 MIPS	MVS	UMF
CA Endeavor Change Manager Interface for External Security	AllFusion CA Endeavor Change Manager Interface for External Security	260 MIPS	MVS	UMF

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Unicenter CA-JCLCheck Utility	Unicenter CA-JCLCheck Utility	260 MIPS	MVS	UMF
CA I Tape Management	Brightstar CA-I Tape Management	260 MIPS	MVS	UMF
CA InterTest Batch	ARPassion CA-InterTest Batch	260 MIPS	MVS	UMF
CA InterTest for CICS	ARPassion CA-InterTest for CICS	260 MIPS	MVS	UMF
Unicenter Database Analyzer for DB2 for z/OS	Unicenter Database Analyzer for DB2 for z/OS	260 MIPS	MVS	UMF
Unicenter Detector for DB2 for z/OS	Unicenter Detector for DB2 for z/OS	260 MIPS	MVS	UMF
Unicenter Plan Analyzer for DB2 for z/OS	Unicenter Plan Analyzer for DB2 for z/OS	260 MIPS	MVS	UMF
Unicenter RCAMigrator for DB2 for z/OS	Unicenter RCAMigrator for DB2 for z/OS	260 MIPS	MVS	UMF
Unicenter RCQuery for DB2 for z/OS	Unicenter RCQuery for DB2 for z/OS	260 MIPS	MVS	UMF
Unicenter RCUpdate for DB2 for z/OS	Unicenter RCUpdate for DB2 for z/OS	260 MIPS	MVS	UMF
Software License - Department of Administrative Services Data Center	Formerly Known As Software License	Authorized Use	Operating System	License Type
CA Dynam/D Disk Management*	Brightstar CA-Dynam/D Disk Management	171 MIPS	VSE	UMF
CA Dynam/T Tape Management*	Brightstar CA-Dynam/T Tape Management	171 MIPS	VSE	UMF
CA Easytrieve Plus Report Generator*	Unicenter CA-Easytrieve Plus Report Generator	171 MIPS	VSE	UMF
CA MASTERCAT VSAM Catalog Management*	Brightstar CA-MASTERCAT VSAM Catalog Management	171 MIPS	VSE	UMF
CA Rep*	Unicenter CA-Rep	171 MIPS	VSE	UMF
CA Explore Performance Management for CICS (VSE)*	Unicenter CA-Explore Performance Management for CICS (VSE)	171 MIPS	VSE	UMF
CA FAVER 2 VSAM Data Protection*	Brightstar CA-FAVER 2 VSAM Data Protection	171 MIPS	VSE	UMF
CA Dynam/T Tape Management*	Brightstar CA-Dynam/T Tape Management	171 MIPS	VM	UMF
CA VM:Backup*	Brightstar CA VM:Backup	171 MIPS	VM	UMF
CA VM:Secure*	eTrust CA VM:Secure	171 MIPS	VM	UMF
CA Explore Performance	Unicenter CA-Explore	171 MIPS	VM	UMF

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Management (VM)	Performance Management (VM)			
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Additional Software Licenses - Department of Safety	Formerly Known As Software License	Authorized Use	Operating System	License Type
CA Colprit for CA-IDMS*	Advantage CA-Colprit for CA-IDMS	171 MIPS	VSE	UMF
CA Dynam/D Disk Management*	BrightStar CA-Dynam/D Disk Management	171 MIPS	VSE	UMF
CA Dynam/FI File Independence*	BrightStar CA-Dynam/FI File Independence	171 MIPS	VSE	UMF
CA Dynam/T Tape Management*	BrightStar CA-Dynam/T Tape Management	171 MIPS	VSE	UMF
CA ADS for CA-IDMS*	Advantage CA-ADS for CA-IDMS	171 MIPS	VSE	UMF
CA IDMS/DB*	Advantage CA-IDMS/DB Database	171 MIPS	VSE	UMF
CA IDMS/DB Audit Option*	Advantage CA-IDMS/DB Database Audit Option	171 MIPS	VSE	UMF
CA IDMS DML Online Option*	Advantage CA-IDMS Database DML Online Option	171 MIPS	VSE	UMF
CA IDMS/DC Option*	Advantage CA-IDMS/DC Transaction Server Option	171 MIPS	VSE	UMF
CA IDMS SQL Option*	Advantage CA-IDMS Database SQL Option	171 MIPS	VSE	UMF
CA ADS Option for APPC*	Advantage CA-ADS Option for APPC	171 MIPS	VSE	UMF
CA OLD Online Query for CA-IDMS*	Advantage CA-OLD Online Query for CA-IDMS	171 MIPS	VSE	UMF
CA IDMS Performance Monitor Option*	Advantage CA-IDMS Database Performance Monitor Option	171 MIPS	VSE	UMF
CA IDMS Server	Advantage CA-	171 MIPS	VSE	UMF

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Option*	IDMS Database Server Option			
CA Explore Performance Management*	Unlicensed CA* Explore Performance Management	191 Mbps	VSE	UMF
CA Harvest Change Manager	AllFusion CA Harvest Change Manager	30 Concurrent Users	NT	Perpetual
CA Harvest Change Manager	AllFusion CA Harvest Change Manager*	55 Named Users	NT	Perpetual
AllFusion ERwin Data Modeler	AllFusion ERwin Data Modeler	10 Named Users	NT	Perpetual
CA Spectrum Network Fault Manager Fault Tolant License	CA Spectrum Fault Tolant License	1 Tierless Server	NT	Perpetual
CA Spectrum Integrity Branch Unrestricted Device Management	CA Spectrum Integrity NOC Unrestricted Device Management	1 Tierless Server	NT	Perpetual
CA Spectrum Network Fault Manager BMC Ready Gateway	CA Spectrum Ready Gateway	1 Tierless Server	NT	Perpetual
CA Spectrum Spectrowatch Editor for Infinity/Integrity	CA Spectrum Spectro Watch Editor for Infinity/Integrity	1 Tierless Server	NT	Perpetual
CA Spectrum Network Fault Manager Data Manager with Report Gateway for Infinity/Integrity	CA Spectrum Data Manager with Report Gateway for Infinity/Integrity	1 Tierless Server	NT	Perpetual
CA Spectrum Single Concurrent Administrator License	CA Spectrum Single Concurrent Administrator License	5 Users	NT	Perpetual
CA Spectrum Network Fault Manager Network Configuration Manager for Infinity/Integrity	CA Spectrum Configuration Manager for Infinity/Integrity	1 Tierless Server	NT	Perpetual
CA Spectrum Network Fault Manager Level 1	CA Spectrum Level 1	1 Tierless Server	NT	Perpetual

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STATE OF NEW HAMPSHIRE
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 EXHIBIT A
 CONTRACT DELIVERABLES

Tools	Customization Toolkit			
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The following licenses for the Department of Employment Security will be renewed for one (1) year only.

CA Dynam/T Type Management*	BrightStar CA-Dynam/T Type Management	I71 MIPS	VSE	UMF
CA Easytrieve Plus Report Generator*	Unicom CA-Easytrieve Plus Report Generator	I71 MIPS	VSE	UMF

* Product is being used on a single CPU.

1.3 eSupport and Total Client Care (TCC) Programs

The State will be, and will remain, enrolled in CA's eSupport and TCC Programs during the Initial Term hereof, and any renewal period.



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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	of MVS product set	usage rights up to 260 MIPS	July 1, 2008- June 30, 2013
Dept. of Administrative Services	of VSE product set	usage rights up to 171 MIPS on any 1 CPU	July 1, 2008- June 30, 2013
Dept. of Administrative Services	of 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	of VSE product set	usage rights up to 171 MIPS on any 1 CPU	July 1, 2008- June 30, 2009
Office of Information Technology	of CA Spectrum Products	Usage rights specified on Exhibit A	July 1, 2008- June 30, 2013
Dept. Of Health and Human Services	ALL Fusion 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/Q02 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			

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EXHIBIT B
PRICE AND PAYMENT SCHEDULE

approved by Governor and Council through the Contract Amendment process.

1.2 PROPOSED PAY STREAM FOR THE ENTERPRISE LICENSE AGREEMENT

Enterprise License Agreement	July 1, 2008- June 30, 2009	July 1, 2009- June 30, 2010*	July 1, 2010- June 30, 2011*	July 1, 2011- June 30, 2012*	July 1, 2012- June 30, 2013*	TOTAL*
Enterprise License Agreement	\$540,928.00	\$530,942.00	\$ 530,942.00	\$ 530,942.00	\$530,942.00	\$2,664,688.00
Removal Fee	\$ 0.00	\$ 54,259.00	\$ 65,769.00	\$ 0.00	\$ 0.00	\$ 120,028.00
Mainframe SLF	\$ 0.00	\$ 9,517.00	\$ 21,052.00	\$ 21,052.00	\$ 21,052.00	\$ 72,673.00
Mainframe SUMF	\$ 0.00	\$ 9,517.00	\$ 21,052.00	\$ 21,052.00	\$ 21,052.00	\$ 72,673.00
Total	\$540,928.00	\$594,718.00	\$ 617,763.00	\$ 551,994.00	\$ 551,994.00	\$2,857,389.00

*NOTE: In the event that the upgrades in MIPS are not authorized, or are not required, the total annual payment amounts for future State fiscal years 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 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; date of delivery, performance, and/or installation. Upon receipt by the State of a properly documented invoice, the corresponding fee 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 efforts 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.

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EXHIBIT B
PRICE AND PAYMENT SCHEDULE

4. PAYMENT ADDRESS

All payments to be made to the following address:

CA, Inc.
One CA Plaza
Islandia, 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 undisputed overpayment or undisputed erroneous payment upon notice from the State. In the event of a dispute regarding any such overpayment or erroneous 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 offset from any amounts otherwise payable to CA, Inc. under the Contract those liquidated amounts required or permitted under the Contract, by RSA 80:7 through 7-C, or any other provision of law.



STATE OF NEW HAMPSHIRE
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EXHIBIT C
SPECIAL PROVISIONS

~~Office of Information Technology - 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 03301

State of New Hampshire, Department of Employment Security
32 South Main Street
Concord, NH 03301

State of New Hampshire, Department of Health and Human Services
27 Hazen Drive
Concord, NH 03301

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STATE OF NEW HAMPSHIRE
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EXHIBIT D
ADMINISTRATIVE SERVICES

1. ADMINISTRATIVE SERVICES

1.1 Annual Reports

On or before the anniversary 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 site during the preceding twelve month period, listing each CPU located at, or remotely accessing each State site by manufacturer, model, operating 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 Fees and annual Software License and Maintenance And Technical Support Services fees 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 State and federal laws and regulations, grant CA access to each State Site and shall provide any further information as 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 Contract Manager shall participate in meetings as reasonably requested by the State.

1.3 State-Owned Documents and Data

CA shall provide the State access to 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 Federal 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 retain all such records for three (3) years after the final payment on the Contract. Records relating to any litigation matters regarding the Contract shall be kept for six (6) years following the termination of litigation.

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EXHIBIT-D
ADMINISTRATIVE SERVICES

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel as 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 County 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.

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STATE OF NEW HAMPSHIRE
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EXHIBIT E
MAINTENANCE AND TECHNICAL SUPPORT SERVICES

CA shall provide Maintenance and Technical Support Services for the Software Licenses purchased through and in accordance with the Contract Documents.

1. **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 fees. 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 malfunctions in the Software in accordance with the Software support levels set forth below.

2. **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, 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 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 diligent 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 infrequently used subcommand gives an incorrect response).

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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 misspelled).

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 procedures (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. Severity 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 failures 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.



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 License and related maintenance, as provided herein, and in no way shall limit or impact the rights under the warranty.

1. **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 shall first obtain written agreement from such agents and contractors that each shall abide by the terms and conditions set forth herein.

2. **RESTRICTIONS**


The State may not:

- a. Remove or modify any program markings or any notice of CA's proprietary rights;
- b. Make the programs or materials available in any manner to any third party for use in the third party's business operations;
- c. Cause or permit reverse engineering, disassembly or de-compilation of the programs; or
- d. Disclose results of any program benchmark tests without CA's prior written consent, and such consent will not be unreasonably 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 anyone other than the State's authorized employees. The State will not remove or destroy any proprietary markings of CA. The State will not permit anyone except its authorized employees to have access to the Software License. Except for archive 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 infringes 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.

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STATE OF NEW HAMPSHIRE
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CONTRACT 2009-007
EXHIBIT F
SOFTWARE LICENSE AND RELATED TERMS

4. MAINTENANCE AND TECHNICAL SUPPORT SERVICES

For purposes of the CA ordering 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 support is effective July 1, 2008.

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STATE OF NEW HAMPSHIRE
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CONTRACT 2009-007
EXHIBIT G
WARRANTY

1. **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 permitted 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 manner, the State may end its Software License and recover the fees paid to CA for the Software License and Maintenance 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 program, then upon its request, CA will provide a master copy for comparison with and correction of the State's copy of the program.

3. **AUDIT**

Subject to applicable State and Federal laws and regulations, annually, and upon reasonable written notice, CA may audit the State's use of the programs at its own expense. The State agrees to cooperate with CA's audit and provide reasonable assistance and access to information. CA's audit rights 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 or infringe any patent, trademark, copyright, trade name or other intellectual property right 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:

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EXHIBIT G
WARRANTY

- (i) Notifies CA promptly in writing, not later than 30 days after the Recipient receives actual notice of such claim or information;
-
- (ii) 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 else'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 license 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 uses 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 superseded, 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 State. 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 furnished 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 damages 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.

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STATE OF NEW HAMPSHIRE
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EXHIBIT H
CONTRACTOR PROPOSAL DATED April 17, 2008

Enterprise	License	Renewal	Proposal
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CA

Updated April 17, 2008
Presented To: State of New Hampshire

CA
Kevin Higgins, Senior Business Manager
860-627-4571

Thomas Martini, Account Manager
508-628-8231

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STATE OF NEW HAMPSHIRE
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LICENSE AND MAINTENANCE OF UTILITY SOFTWARE
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EXHIBIT H
CONTRACTOR PROPOSAL DATED April 17, 2008

Executive 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, database functions with IDMS and DB2 database management tools. CA and the State of New Hampshire have built a long-standing mutually beneficial business relationship and we look forward to extending this relationship as outlined in this proposal.



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 or before June 30, 2008.

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 groups.

As a result of past conversations with the State of New Hampshire an ELA renewal that reflects the following has been requested:

- Guidance on the renewal of the existing agreement that expires June 30, 2008.
 - Products shaded in yellow in Exhibit A will not be renewed.
 - Identity Manager will not be renewed.
 - Products shaded in green are only being renewed for one year.
- Future mainframe capacity requirements affecting the MVS licenses.
 - July 2009 increase existing licensed MIPS of 260 to 293 (2096/Q02 to a 2096/P02).
 - July 2010 increase MIPS from 293 (2096/P02) to 333 (2096/Q02). This assumes the present CPU (2096/Q02) is upgraded only to the P02 in July 2009 and then to the Q02 in July 2010.

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EXHIBIT H
 CONTRACTOR PROPOSAL DATED April 17, 2008

Enterprise License Renewal

Fiscal Year	2007/2008		2008/2009		2009/2010		2010/2011		2011/2012		2012/2013		Total
	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	
Renewal Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Maintenance SLF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Maintenance SLAF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Fiscal Year	2007/2008		2008/2009		2009/2010		2010/2011		2011/2012		2012/2013		Total
	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	
Renewal Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Maintenance SLF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Maintenance SLAF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

- Prevailing fees assumes a 3% global price increase every other year.
- The proposed partnership fees and associated savings are contingent upon all remaining licenses being renewed for a five year period.
- A five year license provides budget predictability for the license renewal and projected MIPS growth.
- Supplemental License Fees (SLF) are one time fees for each MIPS capacity upgrade.
- Supplemental Usage and Maintenance Fees (SUMAF) are provided for the year of the MIPS increase and charged annually thereafter for the term of the agreement.
- In the event the existing licensed MIPS quantity of 240 MIPS is increased to 333 MIPS at one time instead of the proposed two stage MIPS increase, the proposed total SLF would apply at the base of the MIPS capacity increase and the SUMAF for a 71 MIPS increase would apply at the same time.

Fiscal Funding Language:

Licensee represents that it is a government agency or instrumentality, and that Licensee has obtained all requisite approvals and authority to enter into and perform its obligations hereunder, 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 Licensee's current fiscal year. With respect to any subsequent payment which may be required to be made hereunder in any subsequent fiscal year of Licensee, the parties acknowledge that Licensee's authority to make such subsequent payment may be contingent upon appropriation to Licensee by relevant government agencies or legislative subdivisions of funds sufficient for such purpose. If such additional sufficient funds are not so appropriated to Licensee, either CA or Licensee may terminate this license as of the first day of the applicable subsequent fiscal year of Licensee with respect to which such sufficient funds are not made available. Licensee agrees (a) not to effect such termination for the purpose of replacing the Licensed Program(s) with an equivalent product or products supplied by others and (b) to use its best efforts to obtain such sufficient funds by taking all appropriate action to effect the appropriation of such additional sufficient funds. Upon such termination, Licensee shall immediately cease all use of the Licensed Program and



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return 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

Product Name	MIPS	Operating System
Administrative Services MVS		
CA Endevor Change Manager	260	MVS
CA Endevor Change Manager Automated Configuration Option	260	MVS
CA Endevor Change Manager Extended Processors Option	260	MVS
CA Endevor Change Manager Interface for External Security	260	MVS
Unicenter CA-XCLCheck Utility	260	MVS
BrightStar CA-1 Tape Management	260	MVS
AllFusion CA-InterTest Batch	260	MVS
AllFusion CA-InterTest for CICS	260	MVS
Unicenter Database Analyzer for DB2 UDB for z/OS	260	MVS
Unicenter Detector for DB2 UDB for z/OS	260	MVS
Unicenter Plan Analyzer for DB2 UDB for z/OS	260	MVS
Unicenter RC/Migrator for DB2 UDB for z/OS	260	MVS
Unicenter RC/Query for DB2 UDB for z/OS	260	MVS
Unicenter RC/Update for DB2 UDB for z/OS	260	MVS
Administrative Services VSE		
BrightStar CA-Dynam /D Disk Management	171	VSE
BrightStar CA-Dynam /T Tape Management	171	VSE
Unicenter CA-Easytrieve Plus Report Generator	171	VSE
BrightStar CA-MASTERCAT VSAM Catalog Management	171	VSE
Unicenter CA-Raps	171	VSE
Unicenter CA-Explore Performance Management for CICS	171	VSE
BrightStar CA-FAVER 2 VSAM Data Protection	171	VSE
Administrative Services VM		
BrightStar CA-Dynam /T Tape Management	171	VM
BrightStar VM:Backup	171	VM
eTrust VM:Secure	171	VM
Unicenter CA-Explore Performance Management	171	VM

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Exhibit A continued

Department of Safety VSE		
Advantage CA-Output for CA-IDMS	171	VSE
BrightStor CA-Dynam /D Disk Management	171	VSE
BrightStor CA-Dynam /F-File Independence	171	VSE
BrightStor CA-Dynam /T Tape Management	171	VSE
Unicenter CA-FAQS Automated Systems Operation	171	VSE
Unicenter CA-FAQS Production Control System	171	VSE
Advantage CA-ADS for CA-IDMS	171	VSE
Advantage CA-IDMS /DB Database	171	VSE
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	VSE
Advantage CA-IDMS Database SQL Option	171	VSE
Advantage CA-ADS Option for AFPC	171	VSE
Advantage CA-OLQ Online Query for CA-IDMS	171	VSE
Advantage CA-IDMS Database Performance Monitor Option	171	VSE
Advantage CA-IDMS Database Server Option	171	VSE
Unicenter CA-Explore Performance Management	171	VSE
Department of Employment Security VSE		
BrightStor CA-Dynam /T Tape Management	171	VSE
Unicenter CA-Easytrieve Plus Report Generator	171	VSE

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Product Name	Quantity
Harvest Change Manager	75
AMFusion Erwin Data Modeler	10
Spectrum Fault Tolerant	1
Spectrum Integrity NOC	1
Spectrum Remedy AR System	1
Spectrum SpectraWatch Editor for Infinity/Integrity	1
Spectrum Data Manager with Report Gateway for Infinity/Integrity	1
Spectrum Single Concurrent Administrator License	1
Spectrum Configuration Manager for Infinity/Integrity	1
Spectrum Level 1 Customization Toolkit	1

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EXHIBIT I
CONTRACTOR CERTIFICATE OF VOTE

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