



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

Denis Goulet Commissioner

May 28, 2019

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) increasing the not to exceed amount by \$538,529.15 from \$7,393,059.23 to \$7,931,588.00, for software licenses, related maintenance, upgrades and technical support services to maintain mainframe computing and network resources effective upon Governor and Executive Council approval through June 30, 2020.

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, July 19, 2017 Item #54 and September 20, 2018, Item #37.

Funds are anticipated to be available in SFY 2020 based upon the availability and continued appropriation of funds in the future operating budget. 100% Other (Agency Class 027) funds: The Class 027 used by NHES to reimburse DoIT is 100% Federal, Class 027 used by DHHS is 56% General and 44% Federal. The remaining funds to reimburse DoIT is 35% General, 65% Other.

CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME CLASS CODE-ACCOUNT CODE - ACCOUNT DESC	ACTIVITY CODE	SFY 2020
01-03-03-030010-76270000- DoIT- IT for NHES 038-500177 –Software License/Maint. Mainframe	03270071	\$102,015.82
01-03-03-030010-7695000- DoIT- IT for DHHS 038-500177 – Software License/Maint. Mainframe	03950047	\$295,513.33
01-03-03-030010-77030000- DoIT- Central IT Services 038-500177 – Software License/Maint. Mainframe	03030005	\$98,000.00
01-03-03-030010-77030000- DoIT- Central IT Services 038-500177 – Software License/Maint. Mainframe	03030093	\$43,000.00
	TOTAL	\$538,529.15

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

EXPLANATION

This contract is **sole source** because all contractual extensions have been exhausted and DHHS and NHES require continued licensing and support of the proprietary utility and support software from CA, Inc. The proprietary software is used 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 (DHHS) NECSES (New England Child Support Enforcement System), New Heights (benefits eligibility), Bridges, and New Hampshire Employment Security, and DoIT Networks (NH IT Networks). The software has proven reliable and is deeply integrated into the applications and the operations management. The amendment will extend the licensing and support for DHHS and NHES for one additional year.

The Department of Information Technology respectfully requests your approval.

Respectfully submitted,

Denis Goulet

DG/ik 2009-007J RID # 42483

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 and September 20, 2018 Item #37 (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 \$538,529.15 to bring the total contract price to \$7,931,588.00;

WHEREAS, The Vendor agrees to provide mainframe software maintenance for the period of July 1, 2019 through June 30, 2020;

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 \$538,529.15 from \$7,393,059.23 to \$7,931,588.00.
- 2. Delete Deliverable Payment Schedule 1.1 and replace as follows:

This is a Not to Exceed Contract in the total amount of \$7,931,588.00.

Description	7/1/19-6/30/20
DHHS Product Suite and Network Services	\$436,513.33
NHES VM/VSE Suite and Network Services	\$102,015.82
Total	\$538,529.15

3. Product Deliverables:

Replace 1.1.2 Capacity Purchase with 1.1.2A Capacity Purchase for DHHS Product Suite and Network Services and 1.1.2B Capacity Purchase for NHES VM/VSE Suite and Network Services as follows:

1.1.2A Capacity Purchase for DHHS Product Suite and Network Services

From the effective date of the contract amendment until June 30, 2020 or until State provides a 30 day termination notice, whichever comes first.

	CA Ma	unirame Soft	ware Informat	ion (USD)		
Mainframe CA Software	License Type*	Operating System	Authorized Use Limitation	Start Date**	End Date	Ship (Y/N)
CA CA-JCLCheck TM Workload Automation	UMF	MVS	575 MIPS	7/1/2019	6/30/2020	No
CA VM:Secure®	UMF	VM FOR LINUX	3 Engine	7/1/2019	6/30/2020	No
CA VM:Secure®	UMF	VM FOR LINUX	1 Engine	7/1/2019	6/30/2020	No
CA Detector® for DB2 for z/OS MIPS	UMF	MVS	575 MIPS	7/1/2019	6/30/2020	No
CA Endevor® Software Change Manager Automated Configuration MIPS	UMF	MVS	575 MIPS	7/1/2019	6/30/2020	No
CA Endevor® Software Change Manager Plus	UMF	MVS	575 MIPS	7/1/2019	6/30/2020	No
CA Plan Analyzer® for DB2 for z/OS MIPS	UMF	MVS	575 MIPS	7/1/2019	6/30/2020	No
CA Endevor® Software Change Manager Extended Processors MIPS	UMF	MVS	575 MIPS	7/1/2019	6/30/2020	No
CA Database Analyzer for DB2 for z/OS MIPS	UMF	MVS	575 MIPS	7/1/2019	6/30/2020	No
CA InterTest Batch Plus	UMF	MVS	575 MIPS	7/1/2019	6/30/2020	No
CA One TAPE MANAGEMENT MIPS	UMF	MVS	575 MIPS	7/1/2019	6/30/2020	No
CA RC/Query® for DB2 for z/OS MIPS	UMF	MVS	575 MIPS	7/1/2019	6/30/2020	No
CA RC/Update® for DB2 for z/OS MIPS	UMF	MVS	575 MIPS	7/1/2019	6/30/2020	No
CA RC/Migrator® for DB2 for z/OS MIPS	UMF	MVS	575 MIPS	7/1/2019	6/30/2020	No

CA Distributed Software Information (USD)							
Product Name	License Type*	Operating System	Authorized Use Limitation	Start Date**	End Date	Ship (Y/N)	
CA Harvest Software Change Manager Premium Edition Named Users	Perpetual	MULTI- PLATFORM	40 User	7/1/2019	6/30/2020	No	
CA Harvest Software Change Manager Named User	Perpetual	MULTI- PLATFORM	260 User	7/1/2019	6/30/2020	No	
CA Harvest Software Change Manager Named User	Perpetual	MULTI- PLATFORM	175 User	7/1/2019	6/30/2020	No	
CA Spectrum Device Based Suite	Perpetual	MULTI- PLATFORM	2,500 Device	7/1/2019	6/30/2020	No	
CA Performance Management	Perpetual	MULTI- PLATFORM	2,000 Device	7/1/2019	6/30/2020	No	

1.1.2b Capacity Purchase for NHES VM/VSE Suite and Network Services

From the effective date of the contract amendment until June 30, 2020 or until State provides a 30 day termination notice, whichever comes first.

CA Mainframe Software Information (USD)									
Mainframe CA Software	License Type*	Operating System	Authorized Use Limitation	Start Date**	End Date	Ship (Y/N)			
CA Dynam/T for z/VM MIPS	UMF	VM	171 MIPS	7/1/2019	6/30/2020	No			
CA Dynam for VSE Plus	UMF	VSE	171 MIPS	7/1/2019	6/30/2020	No			
CA VM:Backup® MIPS	UMF	VM	171 MIPS	7/1/2019	6/30/2020	No			
CA VM:Secure® MIPS	UMF	VM	171 MIPS	7/1/2019	6/30/2020	No			

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

Unless the Customer is tax exempt, all amounts are exclusive of taxes which will be payable in addition to the fees listed above.

^{**}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.

4. Attachment A: CA Order Form #00057223.0 v 10 and 00060409.0 v 2 are incorporated herein.

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

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	EFFECTIVE DATES	CONTRACT AMOUNT
NUMBER			
Contract #2009-007	Original Contract	July 1, 2008 - June 30, 2013	\$ 2,857,389
Amendment #2009-007A	First Amendment	July 1, 2009 - June 30, 2013	\$9,977
Amendment #2009-007B	Second Amendment	July 1, 2010 - June 30, 2013	\$10,875
Amendment #2009-007C	Third Amendment	June 30, 2013 - June 30, 2016	\$2,229,611
Amendment #2009-007D	Fourth Amendment	January 1, 2014 - June 30, 2016	\$146,460
Amendment #2009-007E	Fifth Amendment	April 20, 2016 - June 30, 2016	\$31,395
Amendment #2009-007F	Sixth Amendment	July 1, 2016 - June 30, 2019	\$1,504,994.31
Amendment 2009-007G	Seventh Amendment	July 1, 2017 - June 30, 2019	\$87,600.00
Amendment 2009-007H	Eighth Amendment	July 1, 2017 - June 30, 2019	\$417,600.00
Amendment 2009-007I	Ninth Amendment	July 1, 2018 - June 30, 2019	\$97,157.92
Amendment 2009-007J	Tenth Amendment	July 1, 2019 - June 30, 2020	\$538,529.150
	CONTRACT TOTAL		\$7,931,588.000

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.

STATE OF V. Gin.o.	Zisu Kiefer CA, Inc.		Date: 5/29/19	
On this the 19 day of Mouy, 2019, before me, Kindrath Glizabath Math, Backbards, the undersigned Officer Lisa Kircler personally appeared and acknowledged her/himself to be the Price pal Soles According of CA Inc. A Breadon Company, a corporation, and that she/he, as such in 2010 and 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 Price; pal, Sales According IN WITNESS WHEREOF I hereunto set my hand and official seal. My Commission Expires: (SEAL) When the Peace Research Company of th	Corporate Signature Notarized:			
IN WITNESS WHEREOF I hereunto set my hand and official seal. Motary Public/Justice of the Peace My Commission Expires: (SEAL) Notary Public/Justice of the Peace My Commission Expires: (SEAL) Date: 5/30/2019 Denis Goulet, Commissioner Department of Information Technology Approved by the Attorney General (Form, Substance and Execution) Date: 6/1/20/9	COUNTY OF fairfax			
My Commission Expires: (SEAL) NOTARY PUBLIC REG. #7824508 EXPIRES SION DOS GOULET, Commissioner Department of Information Technology Date: Date:	the purposes therein containe	d, by signing the name of	the corporation by her/himself as	ent fo
State of New Hampshire Denis Goulet, Commissioner Department of Information Technology Approved by the Attorney General (Form, Substance and Execution) Date: 6/6/70/9	IN WITNESS WHEREOF I	nereunto set my hand and	official seal.	
State of New Hampshire Denis Goulet, Commissioner Department of Information Technology Approved by the Attorney General (Form, Substance and Execution) Date: 6/6/70/9	Notary Public/Justice of the	Peace with Elizabeth Mathing	<i>ž</i> .	
Denis Goulet, Commissioner Department of Information Technology Approver by the Attorney General (Form, Substance and Execution) Date: 6/6/20/9	My Commission Expires: (SEAL)	NOTARY PUBLIC MEG. #7824508 EXPIRES 09/30/2023	William Milliam	
Denis Goulet, Commissioner Department of Information Technology Approved by the Attorney General (Form, Substance and Execution) Date: 6/6/20/9	State of New Hampshire	THE ALTH OF WHAT	r. C.	
Denis Goulet, Commissioner Department of Information Technology Approved by the Attorney General (Form, Substance and Execution) Date: 6/6/20/9	Verix &	Manage Comment	Date: 5/30/2019	
Approved by the Attorney General (Form, Substance and Execution) Date: 6/6/70/9			<i>Dutc.</i>	
Date: 6/6/70/9	Department of Information Tech	nnology		
Date: 6/6/70/9	Approved by the Attorney Ger	neral (Form, Substance :		
	A Mary Hampshire Dager	tment of Justice	Date: 6/6/70/9	



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

Effective Date of this Order Form: 7/1/2019	Order Form #: 00057223.0 (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 ror "Licensee" in the referenced Governing Contract below)	eferred to as "Customer" or "You"	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 Driv	re, Concord, NH, US, 03301			
Billing Contact: Donald Amendum	Phone: 603-223-5724	E-mail: donald.amendum@doit.nh.gov		
Shipment Address: Department Of Info Technology,27 Hazen	Drive, Concord, NH, US, 03301			
Shipping Contact: Donald Amendum	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 betwe Office of Information Technology and CA, Inc., effective June ("Agreement").		For Customer Administrative Purposes Only:		
Governing Contract No.: 2009-007		PO Required? PO #:		
CA Software licensed may be subject to Specific Program Docu CA Education is provided pursuant to Specific Program Docu and the Education Terms located at https://ca.com/educatio located at: https://www.ca.com/us/why-ca/saas/saas-resource	mentation ("SPD") located at http:/n/terms. SaaS, if ordered is provided	//www.ca.com/licenseagreement		

Offer Expiration

The pricing and terms offered herein expire unless Customer executes and delivers this document to CA prior to 5 PM EST on the April 25, 2019, 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	Total Fees Due
7/1/2019	\$436,513.33

CA Mainframe Software Information (USD)

Mainframe CA Software	License	Operating	Authorized	Start	End Date	Ship
	Type*	System	Use	Date**		(Y/N)
			Limitation			
CA CA-JCLCheck™ Workload Automation	UMF	MVS	575 MIPS	7/1/2019	6/30/2020	No
CA VM:Secure®	UMF	VM FOR LINUX	3 Engine	7/1/2019	6/30/2020	No
CA VM:Secure®	UMF	VM FOR LINUX	1 Engine	7/1/2019	6/30/2020	No
CA Detector® for DB2 for z/OS MIPS	UMF	MVS	575 MIPS	7/1/2019	6/30/2020	No
CA Endevor® Software Change Manager	UMF	MVS	575 MIPS	7/1/2019	6/30/2020	No
Automated Configuration MIPS						
CA Endevor® Software Change Manager	UMF	MVS	575 MIPS	7/1/2019	6/30/2020	No
Plus						
CA Plan Analyzer® for DB2 for z/OS MIPS	UMF	MVS	575 MIPS	7/1/2019	6/30/2020	No

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CA, Inc. ("CA")

2291 Wood Oak Drive Herndon, Virginia 20171

CA Endevor® Software Change Manager	UMF	MVS	575 MIPS	7/1/2019	6/30/2020	No
Extended Processors MIPS						
CA Database Analyzer for DB2 for z/OS	UMF	MVS	575 MIPS	7/1/2019	6/30/2020	No
MIPS						
CA InterTest Batch Plus	UMF	MVS	575 MIPS	7/1/2019	6/30/2020	No
CA One TAPE MANAGEMENT MIPS	UMF	MVS	575 MIPS	7/1/2019	6/30/2020	No
CA RC/Query® for DB2 for z/OS MIPS	UMF	MVS	575 MIPS	7/1/2019	6/30/2020	No
CA RC/Update® for DB2 for z/OS MIPS	UMF	MVS	575 MIPS	7/1/2019	6/30/2020	No
CA RC/Migrator® for DB2 for z/OS MIPS	UMF	MVS	575 MIPS	7/1/2019	6/30/2020	No

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

Unless the Customer is tax exempt, all amounts are exclusive of taxes which will be payable in addition to the fees listed above.

CA Distributed Software Information (USD)

Product Name	License Type*	Operating System	Authorized Use Limitation	Start Date**	End Date	Ship (Y/N)
CA Harvest Software Change Manager Premium Edition Named Users	Perpetual	MULTI- PLATFORM	40 User	7/1/2019	6/30/2020	No
CA Harvest Software Change Manager Named User	Perpetual	MULTI- PLATFORM	260 User	7/1/2019	6/30/2020	No
CA Harvest Software Change Manager Named User	Perpetual	MULTI- PLATFORM	175 User	7/1/2019	6/30/2020	No
CA Spectrum Device Based Suite	Perpetual	MULTI- PLATFORM	2,500 Device	7/1/2019	6/30/2020	No
CA Performance Management	Perpetual	MULTI- PLATFORM	2,000 Device	7/1/2019	6/30/2020	No

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

Unless the Customer is tax exempt, 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.

Audit

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

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^{**}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.

^{**}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.





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

Initial Payment: Wiring Information

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

Wells Fargo Bank NA, ABA# 121000248, Account Name: CA, Inc. Lockbox Account#: 2000028313816.

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.

Migration language:

- The Products listed in the table below under the column "Original Products" have been terminated and replaced with the Products listed under the column "Migrated Products";
- In consideration of the termination of the Original Products licenses, CA makes available to Customer licenses of the Migrated Products;
- All financial obligations relating to the Original Products remain valid and enforceable and are applicable to the Migrated Products, and
- The Migrated Products are subject to the Agreement and this Order Form.

CA Contract #	Original Product	Original	Migrated Product	New Authorized
		Authorized Use		Use Limitation
40243072	CA eHealth Device Pricing Without Database	2000 Device	CA Performance Management	2000 Device
40243072	CA One TAPE MANAGEMENT	803 MIPS CA One TAPE MANAGEMENT MIPS		575 MIPS
40243072	CA Database Analyzer for DB2 for z/OS	803 MIPS	CA Database Analyzer for DB2 for z/OS MIPS	575 MIPS
40243072	CA Endevor® Software Change Manager Automated Configuration	803 MIPS	CA Endevor® Software Change Manager Automated Configuration MIPS	575 MIPS
40243072	CA Endevor® Software Change Manager	803 MIPS	CA Endouar® Enfraça Change	575 MIPS
40243072	CA Endevor® Software Change Manager External Security Interface	803 MIPS	CA Endevor® Software Change Manager Plus	
40243072	CA Endevor* Software Change Manager for Mainframe Extended Processors	803 MIPS	CA Endevor® Software Change Manager Extended Processors MIPS	575 MIPS
40243072	CA Plan Analyzer® for DB2 for z/OS	803 MIPS	CA Plan Analyzer® for DB2 for z/OS MIPS	575 MIPS
40243072	CA RC/Migrator® for DB2 for z/OS	803 MIPS	CA RC/Migrator® for DB2 for z/OS MIPS	575 MIPS

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

40243072	CA RC/Query® for DB2 for z/OS	803 MIPS	CA RC/Query® for DB2 for z/OS MIPS	575 MIPS
40243072	CA RC/Update® for DB2 for z/OS	803 MIPS	CA RC/Update® for DB2 for z/OS MIPS	575 MIPS
40243072	CA InterTest Batch	803 MIPS	CA InterTest Batch Plus	575 MIPS
40243072	CA Detector® for DB2 for z/OS	803 MIPS	CA Detector® for DB2 for z/OS MIPS	575 MIPS

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.

Dropped Products	Perpetual License Y/N	Termination Date
CA eHealth Device Based Suite Servers (FOC)	Υ	6/30/2019

Annual Fee Increases

Modifications to the Agreement

The following terms and modifications hereby amend the Governing Contract as follows:

1. The following is added as section 8.7.2.3:

"Termination for Convenience

Customer may terminate this Agreement in whole or in part together with each and all Transaction Documents in effect as of the date of termination (collectively, the Agreement), without cause and without further charge or expense at any time, immediately upon written notice to CA sent to usagereporting@ca.com. On or after the termination date, Customer must either: a) delete all full or partial copies of the Software from all computing or storage equipment and verify such deletion in a statement signed by a Vice-President or a duly authorized representative and sent to usagereporting@ca.com, or b) return to CA all full or partial copies of the Software. Once Customer's verification or the Software copies are received, CA will pay Customer a pro-rata refund of any License and/or Support fees Customer pre-paid (Refund Fees) in accordance with the paragraph below. Refund Fees will be calculated on the number of months remaining in the Term of the applicable Transaction Document. If the Software is licensed under a Perpetual License, Customer will receive a pro-rated refund of the License Fee only if notice of termination is issued during the initial Term of the applicable Transaction Document.

If the Agreement is terminated without cause, neither party shall have further obligations under the Agreement, except that the parties shall remain bound by the Confidentiality obligations in the Agreement, Refund Fees will be paid within sixty (60) days from the termination date, and any unpaid fees reflecting the Services (defined as software license, maintenance and professional services for purposes of this section) delivered prior to the termination date plus any reasonable charges having resulted from the termination shall become immediately due."

2. The following clause replaces and supersedes all provisions of the Agreement that purport to establish maintenance support terms and conditions:

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CA, Inc. ("CA")

2291 Wood Oak Drive Herndon, Virginia 20171

"Maintenance

In the event Customer purchases CA Maintenance ("CA Maintenance" may also be referred to as "CA Support"), technical and customer care expertise for CA Software is available 24x7x365 from CA's self-service web portal and by telephone for Severity 1 issues, or during regular business hours by telephone for any other issue. Technical support will be provided in accordance with the overview and guidelines available on CA Support Online at: https://support.ca.com. This provision replaces any and all previous provisions in the Agreement that purport to establish support terms and conditions."

- 3. All Supplemental License Fee sections and/or any terms that purport to establish future pricing rights contained in the Agreement, and/or any Order Form referencing the Agreement, are hereby deleted in their entireties.
- 4. All Future Product Discount sections and/or any terms that purport to establish discounted pricing rights contained in the Agreement, and/or any Order Form referencing the Agreement, are hereby deleted in their entireties.
- 5. 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, except that Customer must approve any settlement of such claims before the settlement may be executed.
- 6. During the term of this Order Form, Broadcom Inc., on behalf of and including its subsidiary CA, Inc., will maintain in effect, either by purchase of the insurance noted in the Governing Contract, or, in lieu of purchasing such insurance, will maintain through a self-insured/self-funded retention or program, no less than the minimum levels of coverage referenced herein. CA's compliance with this paragraph shall satisfy all insurance requirements in both this Order Form and the Governing Contract.
- 7. Notwithstanding anything to the contrary, payment terms are net thirty (30) days from receipt of proper invoice.
- 8. The following clause replaces and supersedes all provisions of the Agreement that purport to establish warranty terms and conditions:

"PERFORMANCE WARRANTY

For Distributed Software. CA warrants that the CA Software designated as distributed that is generally used for independent usage across individual systems or hardware based on the Licensed Metric in a decentralized form of computing (the "Distributed Software") as defined in the Transaction Document will operate materially in accordance with the applicable specifications set forth within the Documentation for a period of ninety (90) days after delivery of the CA Software subject to Customer's compliance with the Agreement.

For Mainframe Software. CA warrants that the CA Software designated as mainframe that is generally used for a large capacity processor that provides links to users through less powerful devices such as workstations or terminals based on the Licensed Metric in a centralized form of computing (the "Mainframe Software") will operate materially in accordance with the applicable specifications set forth within the Documentation for the Term, subject to Customer's compliance with the Agreement.

PERFORMANCE WARRANTY REMEDY

If CA has breached either warranty set forth in the section entitled: Performance Warranty, Customer's remedy is for CA to, in consultation with Customer, to either (i) use reasonable efforts consistent with industry standards to

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

cure the defect, or (ii) replace the CA Software(s) with one that materially complies with the Documentation, or (iii) terminate the license and provide a pro-rata refund of the license fees paid and or Support fees. If option (iii) applies, the pro-rata refund shall be calculated on the number of months left remaining on the Term of the applicable Transaction Document or if the CA Software is licensed for an indefinite period subject to compliance with the Agreement ("Perpetual License"), using (only for purposes of a refund calculation) an amortization schedule of three (3) years.

Warranty remedies are conditioned upon (i) any error or defect complained of is reasonably reproducible by CA, (ii) the CA Software is not modified and is being used in accordance with CA Documentation, and (iii) the breach is not attributable in whole or in part to any non-CA product(s) or service(s).

THE ABOVE WARRANTIES ARE THE SOLE WARRANTIES PROVIDED BY CA. NO OTHER WARRANTIES, INCLUDING THAT THE CA SOFTWARE IS ERROR FREE, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR SUITABILITY AND/OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE MADE BY CA OR ITS SUPPLIERS."

- Amend 4.1: CA Contract Manager of the SOW by replacing the current contract manager with the following:
 Brian Kohls
 CA, Inc. Legal Dept
 2291 Wood Oak Drive
 Herndon, VA 20171
 1-650-298-4651
 brian.kohls@broadcom.com
- 10. Delete Section 8.14 Insurance in its entirety.

Entire Agreement

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

STATE OF	NEW _t HAMPSHIRE() _k	CA, INC.	
Signature:	Unio A	Signature:	Lisa Kufu
Name:	Denis Goulot	Name:	Lisa Kiefer
Title:	Commissioner & CIO	Title:	Principal Sales Accounting
Date:	5/30/2019	Date:	5/29/19

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

Effective Date of this Order Form: 7/1/2019	Order Form #: 00060409.0 (When reference this number thereby in and governing contract defined h	corporating the terms, pricing		
Customer Name: STATE OF NEW HAMPSHIRE (which may be re or "Licensee" in the referenced Governing Contract below)	ferred to as "Customer" or "You"	Customer ID No: 21753		
Customer Address: Department Of Info Technology,27 Hazen D	Orive, Concord, NH, US, 03301			
Billing Address: Department Of Info Technology,27 Hazen Drive	e, Concord, NH, US, 03301			
Billing Contact: Donald Amendum	Phone: 603-223-5724	E-mail: donald.amendum@doit.nh.gov		
Shipment Address: Department Of Info Technology,27 Hazen D	orive, Concord, NH, US, 03301			
Shipping Contact: Donald Amendum	Territory:			
Technical Contact: Wendy Pouliot	Phone: (603) 223-5746	E-mail: wendy.pouliot@doit.nh.gov		
Name of Governing Contract: License and Maintenance of Utili	ty Software Contract between	For Customer Administrative		
State of New Hampshire, Office of Information Technology and as amended ("Agreement").	Purposes Only:			
Governing Contract No.: 2009-007	PO Required? PO #:			
CA Software licensed may be subject to Specific Program Documentation ("SPD") located at: http://www.ca.com/licenseagreement . CA Education is provided pursuant to Specific Program Documentation ("SPD") located at http://www.ca.com/licenseagreement and the Education Terms located at https://www.ca.com/licenseagreement and the Education Terms located at https://www.ca.com/licenseagreement and the Education Terms located at https://www.ca.com/licenseagreement and the Education Terms located at https://www.ca.com/us/why-ca/saas/saas-resources.html . located at: https://www.ca.com/us/why-ca/saas/saas-resources.html .				

Offer Expiration

The pricing and terms offered herein expire unless Customer executes and delivers this document to CA prior to 5 PM EST on the Effective Date, 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	Total Fees Due
7/1/2019	\$102,015.82

CA Mainframe Software Information (USD)

Mainframe CA Software	License Type*	Operating System	Authorized Use Limitation	Start Date**	End Date	Ship (Y/N)
CA Dynam/T for z/VM MIPS	UMF	VM	171 MIPS	7/1/2019	6/30/2020	No
CA Dynam for VSE Plus	UMF	VSE	171 MIPS	7/1/2019	6/30/2020	No
CA VM:Backup® MIPS	UMF	VM	171 MIPS	7/1/2019	6/30/2020	No
CA VM:Secure® MIPS	UMF	VM	171 MIPS	7/1/2019	6/30/2020	No

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

Unless the Customer is tax exempt, all amounts are exclusive of taxes which will be payable in addition to the fees listed above.

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XK 5/9/19

^{**}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.



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

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.

Audit

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

Initial Payment: Wiring Information

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

Wells Fargo Bank NA, ABA# 121000248, Account Name: CA, Inc. Lockbox Account#: 2000028313816.

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.

Modifications to the Agreement

The following terms and modifications hereby amend the Governing Contract as follows:

1. The following is added as section 8.7.2.3:

"Termination for Convenience

Customer may terminate this Agreement in whole or in part together with each and all Transaction Documents in effect as of the date of termination (collectively, the Agreement), without cause and without further charge or expense at any time, immediately upon written notice to CA sent to usagereporting@ca.com. On or after the termination date, Customer must either: a) delete all full or partial copies of the Software from all computing or storage equipment and verify such deletion in a statement signed by a Vice-President or a duly authorized representative and sent to usagereporting@ca.com, or b) return to CA all full or partial copies of the Software. Once Customer's verification or the Software copies are received, CA will pay Customer a pro-rata refund of any License and/or Support fees Customer pre-paid (Refund Fees) in accordance with the paragraph below. Refund Fees will be calculated on the number of months remaining in the Term of the applicable Transaction Document. If the Software is licensed under a Perpetual License, Customer will receive a pro-rated refund of the License Fee only if notice of termination is issued during the initial Term of the applicable Transaction Document.

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If the Agreement is terminated without cause, neither party shall have further obligations under the Agreement, except that the parties shall remain bound by the Confidentiality obligations in the Agreement, Refund Fees will be paid within sixty (60) days from the termination date, and any unpaid fees reflecting the Services (defined as software license, maintenance and professional services for purposes of this section) delivered prior to the termination date plus any reasonable charges having resulted from the termination shall become immediately due."

2. The following clause replaces and supersedes all provisions of the Agreement that purport to establish maintenance support terms and conditions:

"Maintenance

In the event Customer purchases CA Maintenance ("CA Maintenance" may also be referred to as "CA Support"), technical and customer care expertise for CA Software is available 24x7x365 from CA's self-service web portal and by telephone for Severity 1 issues, or during regular business hours by telephone for any other issue. Technical support will be provided in accordance with the overview and guidelines available on CA Support Online at: https://support.ca.com. This provision replaces any and all previous provisions in the Agreement that purport to establish support terms and conditions."

- 3. All Supplemental License Fee sections and/or any terms that purport to establish future pricing rights contained in the Agreement, and/or any Order Form referencing the Agreement, are hereby deleted in their entireties.
- 4. All Future Product Discount sections and/or any terms that purport to establish discounted pricing rights contained in the Agreement, and/or any Order Form referencing the Agreement, are hereby deleted in their entireties.
- 5. 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, except that Customer must approve any settlement of such claims before the settlement may be executed.
- 6. During the term of this Order Form. Broadcom Inc.. on behalf of and including its subsidiary CA. Inc., will maintain in effect, either by purchase of the insurance noted in the Governing Contract, or, in lieu of purchasing such insurance, will maintain through a self-insured/self-funded retention or program, no less than the minimum levels of coverage referenced herein. CA's compliance with this paragraph shall satisfy all insurance requirements in both this Order Form and the Governing Contract.
- 7. Notwithstanding anything to the contrary, payment terms are net thirty (30) days from receipt of proper invoice.
- 8. The following clause replaces and supersedes all provisions of the Agreement that purport to establish warranty terms and conditions:

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

"PERFORMANCE WARRANTY

For Distributed Software. CA warrants that the CA Software designated as distributed that is generally used for independent usage across individual systems or hardware based on the Licensed Metric in a decentralized form of computing (the "Distributed Software") as defined in the Transaction Document will operate materially in accordance with the applicable specifications set forth within the Documentation for a period of ninety (90) days after delivery of the CA Software subject to Customer's compliance with the Agreement.

For Mainframe Software. CA warrants that the CA Software designated as mainframe that is generally used for a large capacity processor that provides links to users through less powerful devices such as workstations or terminals based on the Licensed Metric in a centralized form of computing (the "Mainframe Software") will operate materially in accordance with the applicable specifications set forth within the Documentation for the Term, subject to Customer's compliance with the Agreement.

PERFORMANCE WARRANTY REMEDY

If CA has breached either warranty set forth in the section entitled: Performance Warranty, Customer's remedy is for CA to, in consultation with Customer, to either (i) use reasonable efforts consistent with industry standards to cure the defect, or (ii) replace the CA Software(s) with one that materially complies with the Documentation, or (iii) terminate the license and provide a pro-rata refund of the license fees paid and or Support fees. If option (iii) applies, the pro-rata refund shall be calculated on the number of months left remaining on the Term of the applicable Transaction Document or if the CA Software is licensed for an indefinite period subject to compliance with the Agreement ("Perpetual License"), using (only for purposes of a refund calculation) an amortization schedule of three (3) years.

Warranty remedies are conditioned upon (i) any error or defect complained of is reasonably reproducible by CA, (ii) the CA Software is not modified and is being used in accordance with CA Documentation, and (iii) the breach is not attributable in whole or in part to any non-CA product(s) or service(s).

THE ABOVE WARRANTIES ARE THE SOLE WARRANTIES PROVIDED BY CA. NO OTHER WARRANTIES, INCLUDING THAT THE CA SOFTWARE IS ERROR FREE, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR SUITABILITY AND/OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE MADE BY CA OR ITS SUPPLIERS."

9. Amend 4.1: CA Contract Manager of the SOW by replacing the current contract manager with the following: Brian Kohls

CA, Inc. Legal Dept 2291 Wood Oak Drive Herndon, VA 20171 1-650-298-4651 brian.kohls@broadcom.com

10. Delete Section 8.14 Insurance in its entirety.

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

Agreement Number: 00060409.0

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

and agreements relating to the subject matter hereof, whether oral or written. No term or condition contained in Customer's purchase order or similar document will apply unless agreed upon hereunder, even if CA has accepted the order set forth in such purchase order, and all such terms or conditions are otherwise hereby expressly rejected by CA. No modification or claimed waiver of any provision herein shall be valid except by written amendment signed by authorized representatives of Customer and CA.

STATE OF N	NEW HAMPSHIRE	CA, INC.		
Signature:	Kenneth Dun	Signature:	: Lesa Kufer	
Name:	KENNETH DUNN	Name:	Lisa Kiefer	
Title:	DEPUTY COMMISSIONER DOLT	Title:	Principal Sales Accountin	14
Date:	5/16/19	Date:	5/9/19	J

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

Certificate Number: 0004515214



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 14th day of May A.D. 2019.

William M. Gardner

Secretary of State

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of South Clara	1 Company Who Rull:
On June 5, 2019 before me, 1/200	Here Insert Name and Title of the Officer
Date Mague Ba	Here Insert Name and Title of the Officer
personally appeared	areal
	Name(s) of Signer(s)
who proved to me on the basis of satisfactory ev subscribed to the within instrument and acknowled his/her/their authorized capacity(ies), and that by his/h or the entity upon behalf of which the person(s) acted	ged to me that he/she/they executed the same in ner/their signature(s) on the instrument the person(s),
of is t	ertify under PENALTY OF PERJURY under the laws the State of California that the foregoing paragraph true and correct.
TRACY L. SARABIA Notary Public – California Santa Clara County WI	TNESS my hand and official seal.
Commission # 2208405 My Comm. Expites Aug 30, 2021	gnature Hay Landbra Signature of Notary Public
Place Notary Seal Above OPTIC Though this section is optional, completing this inf fraudulent reattachment of this fo	ormation can deter alteration of the document or
	rm to an unintended document.
Title or Type of Document: Number of Pages: Signer(s) Other Than I	Named Above: None June 5, 20/9
Capacity(ies) Claimed by Signer(s) Signer's Name: Mark Brazer Corporate Officer — Title(s): Vertality Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other: Signer Is Representing:	Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other: Signer Is Representing:

CA, INC.

Certificate of Corporate Secretary

The undersigned, Mark Brazeal, being a duly authorized 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 <u>Exhibit B</u> 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 of Execution of Sales or Services Agreements executed by the Chief Financial Officer of the Corporation as of June 25, 2018 (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 June 5, 2019.

Mark Brazeal

Corporate Secretary

dax Bazea

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:
 - establishing policies and procedures to ensure the consistent application and implementation of this Policy, including for purposes of applying any transaction limits under this Policy, policies and procedures using reasonable assumptions and customary valuations to determine value;
 - delegation (including authority to sub-delegate and re-delegate unless expressly prohibited herein) of any authority granted herein to any officer or employee of the Company or of any Subsidiary, or to any team, committee or other group that includes such officers or employees;

Excerpt 4

1. Definitions:

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

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

<u>Third Party</u> 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 for any transactions funded through the United States Defense Security Cooperation Agency's Foreign Military Financing Program under this subdelegation is limited to Allan Clayton, Patrick Hofstetter, Tina Ratcliff, Raymond Sommerstad, and Dorothy Urbancik.

		
Shaila Ahmed	Mada Hill-Winston	Jean Schultz
Jacqueline Klein	Patrick J. Hofstetter	Ryan Schultz
Wendy Beam	Kathryn Jansen-Welch	Raymond Sommerstad
Peter J. Bordonaro	Ann Marie Kelly	Maria T. Speciale
Matthew Brown	Lisa A. Kiefer	Nicole Rudolph
Carmella Bythrow	Jim LaMantia	Joseph Starpoli
Joseph J. Carlino	Sean McCaffrey	Glenn Steine
Bonnie A. Cergol	Rosa Murphy	Dorothy Urbancik
Annie Cheng-Chu	Thomas Murray Jr	Rena Pleasants
Allan R. Clayton	Roger Norris	Meagan Christie-Kallmeyer
Sally Cook	Ernest Pearson	Sharon Vrona
Ann Michele Costello	Margaret Persan	Jacqueline Wentz
Stewart Davies	Lori Puglia	Joseph J. Zambryski
Jacqueline Dini	Anjalika Rampal	Rochelle Loftin
Leah Driscoll	Tina Ratcliff	Allison La Torre
Deborah Zella	Matthew B. Richbourg	Concetta Ditillo
Joyce Harding	Cidalina Rivera	Doyca Wickham
Lisa Hartfield	Steven Schildt	

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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: June 25, 2018

ieran McGrath

Executive Vice President and Chief Financial Officer

CA, Inc.

Broadcom 1320 Ridder Park Drive San Jose, CA 95131 broadcom.com



Effective 1/1/2019

Broadcom Inc., along with all its world-wide subsidiaries, maintains various high value levels commercial insurance coverages consistent with those which are common to companies of comparable size and financial profile in our industry, including such coverages as may be statutorily compelled by applicable laws, domestically and internationally.

Broadcom Inc. elects to retain ("self-insure") certain risks and liability exposures up to multi-million dollars threshold levels, except for such levels which might have a material impact on earnings, or, which are otherwise determined feasible by Broadcom's executive management.

The company retains the exclusive right and sole discretion to determine and change such levels of self-insurance or insurance at any time. Broadcom Inc. does not commit to maintain any given commercial insurances based on third party requests or expectations, does not issue certificates of insurance, nor does it otherwise disclose its self-insured retention levels and/or insurance programs related coverages or limits.

Broadcom's global risk retention and insurance programs structure does not diminish or affect in any way the company's commitment and ability to meet its financial and other contractual obligations, or its liabilities, and to no less than the insurance limits typically denoted in agreements. In lieu of commercial insurance, the indemnification clauses in commercial agreements in which Broadcom Inc., or any of its subsidiaries / legal entities engage, fully satisfies the aforementioned obligations, as does this statement issued on Broadcom letterhead.

Therefore and notwithstanding the above, Broadcom Inc. and on behalf of all its subsidiaries hereby commits to assume and to indemnify its obligations, where so legally bound (on a self-funded basis) to levels which are no less than the insurance limits typically requested in common /conventional agreements and similar business ventures.

Dan Sandru

Chief Risk Officer

Global Risk & Insurance Management

Broadcom Inc.

1320 Ridder Park Drive

San Jose, CA. 95131

(408) 433-8645



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/29/2019

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

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

DOUGHERA ALBOOT SHE INJURIES CORPORATION STATE OF THE POLICY PERIOD STATE O	PRODUCER Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071			CONTAC NAME: PHONE [A/C, No E-MAIL ADDRES	<u>, E</u> xt): 5\$:		FAX (A/C, No):	NAIC #
INSURED 1. SAMERER I. ALI TIMUTURE APPRIÇA TE	CN102968093-AUEOC-18-19			INSURE				NAIC#
ANALOGUE DE INSTANCE ORIGINAL LANGUAGE COVERAGES CERTIFICATE NUMBER: LOS 000/22/27201 NINURER E. COVERAGES CERTIFICATE NUMBER: LOS 000/22/27201 REVISION NUMBER: THIS STO CERTIFY THAT THE POLICIES OF INSURANDE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED DAMED ABOVE FOR THE POLICY PERIOD CICATION OF THE POLICY PERIOD EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. COMMERCIAL GREEN IS SUBJECT TO ALL THE TENNOR. COMMERCIAL GR	INSURED						de company of masbergin,	24554
SOUP Place Park Divise Sin Juss; CA 5931 **NOMER E:** **								
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AGENCY CUSTOMER ID: CN102968093

LOC #: Los Angeles - JCS



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh Risk & Insurance Services		NAMED INSURED CA Inc., a subsidiary of Broadcom Inc.
POLICY NUMBER		1320 Ridder Park Drive San Jose, CA 95131
	NAIC CODE	
		EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Carrier Participation:

E&O is synonymous with Professional Liability

1xs - Axis Specialty #B0509FINPB1800206 \$20M xs \$20M aggregate - \$10M xs \$10M Cyber, \$10M xs \$10M E&O

2xs - Greenwich #MTE003918606 \$10M xs \$20M

3xs - Zurich #EOC021740903 \$10M xs \$30M

4xs - Ironshore #003871200 \$10M xs \$40M

5xs - Allied World Specialty #03110593 \$10M xs \$50M

6xs - Scottsdale #XMS 180 1375 \$10M po \$15M xs \$60M

6xs - Ironshore Specialty #003871300 \$5M po \$15M xs \$60M

7xs - Starr Surplus Lines #1000600123181 \$5M po \$25M xs \$75M

7xs - QBE Specialty #QPL0833239 \$5M po \$25M xs \$75M

7xs - Lloyds-Validus #B6044FIP2022738 \$5M po \$25M xs \$75M

7xs - Peleus-ArgoPro #XS407595 \$5M po \$25M xs \$75M

7xs - Endurance Risk-Sompo #PRX10012191701 \$5M po \$25M xs \$75M

Policy Effective Date: 12/01/2018
Policy Expiration Date: 12/01/2019

FOREIGN GENERAL LIABILITY POLICY:

Insurance Co. of the State of Pennsylvania (AIG) #800276459 \$2M ea occ \$3M agg

Policy Effective Date: 12/01/2018 Policy Expiration Date: 12/01/2019

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES

BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If Holder Identifier 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 Agn Risk Insurance Services West, Inc. PHONE (A/C. No. Ext): (800) 363-0105 (866) 283-7122 FAX (A/C. No.): San Francisco CA Office 425 Market Street Suite 2800 E-MAIL ADDRESS NAIC # San Francisco CA 94105 USA INSURER(S) AFFORDING COVERAGE Safety National Casualty Corp 15105 INSURER A INSUREO INSURER B CA Inc a subsidiary of Broadcom Inc. 1320 Ridder Park Drive |San Jose CA 95131 USA INSURER C: INSURER D INSURER E INSURER F: REVISION NUMBER: CERTIFICATE NUMBER: 570076077268 COVERAGES 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.

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DATE(MM/DD/YYYY)

04/29/2019

ACORD

Broadcom 1320 Ridder Park Drive San Jose, CA 95131 broadcom.com



November 5, 2018

To our valued customers,

We are pleased to announce that, as of November 5, 2018, Broadcom has completed its acquisition of CA Technologies. We are excited to welcome CA's customers, employees, and suppliers to the Broadcom community. CA's business will be organized in two strategic business units: Mainframe Software and Enterprise Software.

CA Technologies – a leader in infrastructure software – extends Broadcom's innovative product portfolio across components, systems and software serving enterprises worldwide. The acquisition of CA Technologies further strengthens Broadcom as a strategic partner to customers around the world.

In addition, CA Technologies customers will benefit from this acquisition receiving the same quality they expect from CA's products, coupled with the hardware expertise of Broadcom. Broadcom has a proven track record of successfully integrating companies, enabling enhanced growth and a faster pace of innovation.

The news release announcing the completion of the acquisition is available at http://investors.broadcom.com. If you have any questions, please feel free to contact me or your account representative.

We will provide an update on the integration of our sales and ordering systems in the coming days. Until further notice, there are no changes to the existing Broadcom business processes. The quote-to-cash process for Broadcom and CA will continue as they are today until our sales and ordering systems are fully integrated.

As always, thank you for your commitment to Broadcom and CA. We look forward to this new chapter in our relationship.

Sincerely,

Charlie Kawwas Ph.D.

SVP and Chief Sales Officer

80K 28



STATE OF NEW HAMPSHIRE DEPARTMENT OF INFORMATION TECHNOLOGY

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

Denis Goulet Commissioner

September 4, 2018

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

REQUESTED ACTION

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

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

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

1	
02-27-27-270010-8040 Dept of Employment Security	SFY 2019
10-02700-80400000-038-500177 Technology Software	\$97,157.92
10-02/00-00-00-03-0-0	

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 suppritted,

Denis Goulet
Commissioner

New Hampshire Department of

Information Technology

George N. Copadis Commissioner

New Hampshire Employment Security

DG/ik 2009-007I

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

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

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

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

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

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

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

The Agreement is hereby amended as follows:

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

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

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

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

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

4. Product Deliverables:

Update 1.1.2 Capacity Purchase with the following:

1.1.2 Capacity Purchase

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

Product Name	Operating 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 2009-0071 - License and Maintenance of Utility Software, Contract Amendment Descriptions

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

Amendment #2009-007E	Fifth Amendment	April 20, 2016 through June 30, 2016	\$31,395
Amendment #2009-007F	Sixth Amendment	July 1, 2016 through June 30, 2019	\$1,504,994.31
Amendment 2009-007G	Seventh Amendment	July 1, 2017 through June 30, 2019	\$87,600.00
Amendment 2009-007H	Eighth Amendment	July 1, 2017 through June 30, 2019	\$417,600.00
Amendment 2009-0071	Ninth Amendment	July 1, 2018 through June 30, 2019	\$97,157.92
-	CONTRACT		\$7,393,059:23
i de la companya di salah s	NOTAL TOP		

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

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year this above without
Lisa Kufu Date: 8/30/8
CA, Inc.
Corporate Signature Notarized: STATE OF Victoria
COUNTY OF FAIR CON
On this the 30 day of August, 2018, before me,
•
IN WITNESS WHEREOF I hereunto set my hand and official seal.
a Might an Maria
COMMESSION Public/Justice of the Peace COMMESSION Properties: 10/31/30/20 NUMBER 37887AL
State of New Hampshire
Denis Goulet, Commissioner Department of Information Technology
Approved by the Attorney General (Form, Substance and Execution)
State of New Hampshire, Department of Justice Date: 9/3//8





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

rective Date of this Order Form: 6/30/2018 Order Form #: 00046876.0 [Virial reference this number there] governing contract defined h				
Customer Name: STATE OF NEW HAMPSHIRE (which may b "Licensee" in the referenced Governing Contract below)		Customer ID No: 21753		
Customer Address: Department Of Info Technology,27 Hazi	en Drive, Concord, NH, US, 03301			
Billing Address: Department Of Info Technology, 27 Hazen C	Drive, Concord, NH, US, 03301			
Billing Contact: Wendy Poullot	Phone: (603) 223-5746	E-mail: wendy.poullot@doit.nh.gov		
Shipment Address: Department Of Info Technology, 27 Haz-	en Drive, Concord, NH, US, 03301			
Shipping Contact: Paul Pepin	Territory:			
Technical Contact: Wendy Poullot	Phone: (603) 223-5746	E-mail: wendy.poullot@doit.nh.gov		
Name of Governing Contract: License and Maintenance of Contract between State of New Hampshire, Office of Info Technology and CA, Inc., effective June 4, 2008, as amend Governing Contract No.: 2009-007	For Customer Administrative Purposes Only: PO Required? PO #:			

Offer Expiration

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

Payment Profile (USD)

Payment Date	UMF Fee	Total Fees Due
7/1/2018	\$48,578.96	\$48,578.96
1/1/2019	\$48,578,96	\$48,578.96
Total	\$97,157.92	\$97,157.92

CA Mainframe Software Information

Mainframe CA Software	License Type*	Operating System	Authorized Use Limitation	Start Date**	End Date	Ship (Y/N)
CA VM:Backup* MIPS	UME	VM	171 MIPS	7/1/2018	6/30/2019	No
CA Dynam/T for z/VM MIPS		VM	171 MIPS	7/1/2018	6/30/2019	No
	UMF	VM	171 MIPS	7/1/2018	6/30/2019	No
CA VM:Secure* MIPS	UMF	VSE	171 MIPS	7/1/2018	6/30/2019	No
CA Dynam for VSE Plus	UWIF		4 - 4 - 4 - 4 - 4	· · · · · · · ·		

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

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).

Agreement Number: 00046876.0 / 0D - 145607

Version Number: 0

Page 1 of 2

8/6/2018 10:22 AM



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



Order Form

CA, Inc. ("CA")

2291 Wood Oak Drive Herndon, Virginia 20171

Customer shall cease using the Original Product(s) following a transition period not to exceed 90 days, as of the date of receipt of the Migrated

All financial obligations relating to the Original Product(s) remain valid and enforceable and are applicable to the Migrated Product(s), and

• The Migrated Product(s) are subject to the Agreement and this Order Form.

CA Contract	Original Product(s)	Migrated Product(s)
40262379	CA Dynam/D Disk Management / DYNAMD001	CA Dynam for VSE Plus / DYNAMP001
40262379	CA Dynam/FI File Independence / DYNAMF001	CA Dynam for VSE Plus / DYNAMPOO1
40262379	CA Dynam/T TAPE MANAGEMENT / DYNAMT004	CA Dynam/T for 1/VM MIPS / DYNTMPD04
40262379	CA VM:Backup® / VMBKUP004	CA VM:Backup® MIPS / VMBXPM004
40262379	CA VM:Secure®/VMSECROD4	CA VM:Secure® MIPS / VMSECM004

Audit

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

Intellectual Property Infringement

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

Initial Payment: Wiring Information

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

Entire Agreement

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

STATE OF N	EW HAMPSHIRE	CA	
Signature:	Clause I	Signature:	- Lean Kufur
Name:	Danis Gowlet	Name:	Lisa Kiefer
Title:	Commissioner and CIO	Title:	Principal Sales Accounting
Date:	8/31/2014	Date:	8 36 18

Agreement Number: 00046876.0 / 00 - 145607

Version Number: 0

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8/6/2018 10:22 AM

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 1D: 77417

Certificate Number: 0004110664



in testimony whereof,

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

William M. Gardner

Secretary of State

Certificate of Assistant Corporate Secretary

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

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

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

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

David R. Goldman

Assistant Corporate Secretary

EXHIBIT A

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

Excerpt 1

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

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

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

Excerpt 2

Other

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

Excerpt 3

Implied Authorities

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

Excerpt 4

1. Definitions:

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

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

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

EXHIBIT B

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

Excerpt 1

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

Excerpt 2

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

Excerpt 3

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

Subdelegation of Authority for Execution of Sales or Services Agreements

Excerpt 1

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

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

Excerpt 2

Redacted.

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

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Redacted	Lisa A. Kiefer	Redacted
Redacted	Redacted	

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE/MIM/DOWYYY) 05/22/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If Holder Idenliffer 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). CONTACT PRODUCER PHONE (866) 283-7122 Aon Risk Services Hortheast, Inc. R00-363-0105 New York MY Office 199 water Street New York NY 10038-3551 USA ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # Hational Union Fire Ins Co of Fittsburgh 19445 MALMERIA WAURED 23841 New Hampshire Insurance Company CA, Inc. and all Subsidiaries One CA Plaza Islandia NY 11749 USA MALMER B: 23817 Illinois Marional Insurance Co MILITER C 19380 American Home Assurance Co. INSURER D ACE Property & Casualty Insurance Co. 20699 INCURER E: INSURER F REVISION NUMBER: CERTIFICATE NUMBER: 570071331400 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 INDICATED, NOTWITHSTANDING ANY 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. COVERAGES Limits shown are as requested POLICY EFF POLICY ELP (MMODYYYY) (MMODYYYY) 04/01/2018 04/01/2019 POLICY MUNBER TYPE OF INSURANCE EACH OCCURRENCE \$1,000,000 X COMMERCIAL GENERAL LIABILITY \$1,000,000 CLAMS-MADE X OCCUR PREMISES (Eg accumenta) \$10,000 MED EXP (Any one parson) \$1,000,000 PERBONAL & ADV INJURY 33,000,000 GEHERAL AGGREGATE GENT AGGREGATE LIMIT APPLIES PER \$3,000,000 RODUCTS - COMPIOP AGO PRO-JECT POLICY CDER 04/01/2018 04/01/2019 COMBINED BRIGLE LIMIT \$1,000,000 AUTOMOBILE LIABILITY ŝ SODELY REJURY (Par parson) 04/01/2018 04/01/2019 X ANY AUTO BOORLY HUURY (Per accident) SCHEDULED ALTOS NON-DWNED Ufficate OWNED PROPERTY DAMAGE Y MO BOTUS BOTUS COSMH (Par ectident) Comp Deat \$1,000 ĺχ x 04/01/2018 04/01/2019 EACH OCCURRENCE \$5,000,000 OCCUR x UNISRELLA LIAS \$5,000,000 ADOREGATE EKCESS LIAB DED X RETENTION 310.000 X PER STATUTE 04/01/2018/04/01/2019 WORKERS COMPENSATION AND ENPLOYERS LIABILITY \$1,000,000 EMPLOYERS LIABILITY
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OESCRIPTION OF OPERATIONS below E.L. BACH ACCIDENT SIR applies per policy terms & conditions н E.L. DISEABE-EA EMPLOYEE \$1,000,000

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

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

	CERTIFICATI	EHOLDER
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CANCELLATION

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

AUTHORIZED REPRESENTATIVE

State of MM Office of Information Technology ATTN: Chief Information Officer Concord MM 03301 USA

Ann Rich Sources Northwast Inc

E.L. DISEASE POLICY LOUT

AGENCY CUSTOMER ID: 460000000525

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ACORD

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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 18 B 54

Denis Goulet
Commissioner

July 10, 2017

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

REQUESTED ACTION

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

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

447.	Funding to support the DOS mainframe shall be	Amount	Totals
2018	Paid by a third party(not to exceed) Paid by third party DoIT - IT for DOS Technology		\$417,600
	Software		<u> </u>

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

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

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

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

The Department of Information Technology respectfully requests your approval.

Respectfully submitted,

Denis Goulet

DG/ik 2009-007H RID #20587

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

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

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

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

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

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

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

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

The Agreement is hereby amended as follows:

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

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

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

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

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

3. Product Deliverables:

Delete 1.1.2 Capacity Purchase, and Replace with the following:

1.1.2 Capacity Purchase

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

	Ртос	luct	Set	1
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Mainframe CA Software	Ucense 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 Oata Protection	UMF	VSE	171 MIPS	7/1/2017	6/30/2018	No
CA Explore Performance Management	UMF	VM	171 MIPS	7/1/2017	6/30/2018	No
CA ADS for CA-IDM5**	UMF	VSE	171 MIPS	7/1/2017	6/30/2018	No
CA ADS Option for APPC	ÜMF	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 IOMS' 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 10M5/08	UMF	VSE	171 MIPS	7/1/2017	6/30/2018	No

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

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

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

Future Dropped Products and Remaining Payments

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

Mainframe CA Software	License 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 Culprist for CA-IDMS	UMF	VSE	171 MIPS
CA IDMS** DML Online Option	UMF	AZE	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/08	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-MIP5
CA VM:Backup®	VM	171-MIP5
CA VM:Secure®	VM	171-MIPS
CA Dynam/D Disk Management	VSE	171-MIPS
CA Dynam/FI File Independence	VSE	171-MIPS

Retired Product Clarification

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

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

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

CONTRACT AND AMENDMENT	AMENDMENTA TYPE T	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		\$7,295,901.31 25,797.20

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.

IN WITHESS WILEKEOF, the paties ha	the liesempto set their mains as or the day and year hist moore written.
CA, Inc.	Date: 1-1-28/17
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IN WITNESS WHEREOF I hereu	nto set my hand and official seal.
Notary Public/Justice of the Peac My Commission Expires: 6-27 (SEAL)	•
State of New Hampshire	Office and Exhibit and I amount of
luis 20	Date: 7/5/2017
Denis Goulet, Commissioner	
Department of Information Technolo	'gy
Approved by the Attorney General	(Form, Substance and Execution)
State of New Hampshire, Departmen	Date: /5-//-
State of New Hampshire, Departmen	TO THE THE TOTAL TOTAL

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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

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

Hotary Public

WILLIAM J. PLUCINSKI Notery Public, State of New York No. CHPLART 7888 Qualified in histor York County Country Resident Agents 26 1922

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

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

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

EXHIBIT B

Delegations of Authority for Commercial Sales and Certain Marketing Agreements

Excerpt 1

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

Excerpt 2

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

Excerpt 3

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

EXHIBIT C

Subdelegation of Authority for Execution of Sales or Services Agreements

Excerpt 1

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

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

Excerpt 2

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

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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.

William M. Gardner

Secretary of State

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MANDO/11/11) 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 RELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURERIS), AUTHORIZED

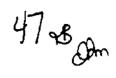
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STATE OF NEW HAMPSHIRE DEPARTMENT OF INFORMATION TECHNOLOGY

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

Denis Goulet Commissioner

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

EXPLANATION

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

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

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

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

The Department of Information Technology respectfully requests your approval.

Respectfully submitted,

Denis Goulet

DG/mh 2009-007G

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

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

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

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

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

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

The Agreement is hereby amended as follows:

- Amend Section 1.8 of the General Provisions of the Agreement: Price Limitation by increasing the amount by \$87,600 from \$6,790,701,31 to \$6.878,301.31.
- 2. Delete Deliverable Payment Schedule 1.1. Firm Fixed Price, Replace as following:

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

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



3. Product Deliverables:

Delete 1.1.2 Capacity Purchase, and Replace with the following:

1.1.2 Capacity Purchase

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

Product Set	Term/171 mps	Fee
CA ADS for CA-IDMS™		
CA ADS Option for APPC		1
CA IDMS™/D8 Audit Option		
CA IDMS**/08		
CA Culprit™ for CA-IDMS™		
CA IOMS** DML Online Option	3 months	\$87,600.00
CA OLQ® Online Query for CA-IDMS™		
CA IDMS™ Performance Monitor Option		
CA IDMS™/DC Option		
CA IDMS ^{**} SQL Option		
CA IDMS™ Server Option		
CA Explore Performance Management		
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CA Dynam/T TAPE MANAGEMENT]	
CA MASTERCAT® VSAM Catalog Management]
CA Explore Performance Management for CICS	<u> </u>	

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

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



Amendmeni #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 I		\$6,878,301.00

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

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

CA, Inc. Date: 9/20/10
Corporate Signature Notarized: STATE OF Town 1501
COUNTY OF SALES
On this the do day of Colombia 20 to, before me, Description to the undersigned Officer Motion Colombia personally appeared and acknowledged her/himself to be the Sole: Account of Motion of Colombia acknowledged her/himself to be the Sole: Account of Motion of Colombia acknowledged her/himself to be the Sole: Account of Motion of Colombia acknowledged her/himself to be the Sole: Account of Motion of Colombia acknowledged her/himself to be the Sole: Account of Motion of Colombia acknowledged her/himself to be the Sole: Account of Motion of Colombia acknowledged her/himself to be the Sole: Account of Motion of Colombia acknowledged her/himself to be the Sole: Account of Motion of Colombia acknowledged her/himself to be the Sole: Account of Motion of Colombia acknowledged her/himself to be the Sole: Account of Motion of Colombia acknowledged her/himself to be the Sole: Account of Motion of Colombia acknowledged her/himself to be the Sole: Account of Motion of Colombia acknowledged her/himself to be the Sole: Account of Motion of Colombia acknowledged her/himself to be the Sole: Account of Motion of Colombia acknowledged her/himself to be the Sole: Account of Motion of Colombia acknowledged her/himself to be the Sole: Account of Motion of Colombia acknowledged her/himself to be the Sole: Account of Motion of Colombia acknowledged her/himself to be the Sole: Account of Colombia acknowledged her/himself to be the Sole: Account of Colombia acknowledged her/himself to be the Sole: Account of Colombia acknowledged her/himself to be the Sole: Account of Colombia acknowledged her/himself to be the Sole: Account of Colombia acknowledged her/himself to be the Sole: Account of Colombia acknowledged her/himself to be the Sole: Account of Colombia acknowledged her/himself to be the Sole: Account of Colombia acknowledged her/himself to be the Sole: Account of Colombia acknowledged her/himself to be the Sole: Account of Colombia acknowledged her/himself to be the Sole: Account of Colombia acknowledged her/himself to be the Sole
Notary Public/Justice of the Peace
My Commission Expires: Descric Musicaro Holary Public, State of New York No. 5080920 Qualified in Sulfelt County Commission Expires June 23, 19—2019

State of New Hampshire

Denis Goulet, Commissioner

Department of Information Technology

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

Playing M. D. L. ALLE

Date: 10/12/16

CA. INC.

Certificate of Assistant Secretary

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

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

<u> Матье</u>		
Maria	T.	Speciale

	IN WITNESS WHEREOF, the undersigned	has signed this Certificate as of September 2	2
2016.		1	

Aaron M. Schleicher Assistant Secretary

STATE OF NEW YORK)
ss.
COUNTY OF SUFFOLK)

On September **ZZ**, 2016 before me, personally came Aaron M. Schleicher, to me known, who by me duly swom, 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. 02/06055954
Outsitled in Nassau Counts
By Commission Expires Mar. 12

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:
- establishing policies and procedures to ensure the consistent application and implementation of this Policy, including for purposes of applying any transaction limits under this Policy, policies and procedures using reasonable assumptions and customary valuations to determine value;
- delegation (including authority to sub-delegate and re-delegate unless expressly
 prohibited herein) of any authority granted herein to any officer or employee of the
 Company or of any Subsidiary, or to any team, committee or other group that includes
 such officers or employees;

Excerpt 4

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

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

EXHIBIT B

Delegations of Authority for Commercial Sales and Certain Marketing Agreements

Excerpt 1

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

Excerpt 2

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

Excerpt 3

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

EXHIBIT C

Subdelegation of Authority for Execution of Sales or Services Agreements

Excerpt 1

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

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

Excerpt 2

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

Agreements on behalf of the Company with the Israeli Ministry of Defense under this subdelegation is limited to Redacted, Redacted, Redacted, Redacted and Redacted Redacted.

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State of New Hampshire Department of State

CERTIFICATE

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

Business ID: 77417



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,

this 5th day of October A.D. 2016.

William M. Gardner Secretary of State



State of New Hampshire Department of State



10/5/2016 3:22:29 PM

CA, INC. E 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

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.

	CATH-DEPTH-AGENCYH-ACTIVITYH-ACCTG UNITH- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME	JOB#	AMOUNT
SFY	CLASS CODE-ACCOUNT CODE - OBJ		
2017	01-03-03-030010-77030000 DolT-Central IT Services 038-500177 Software License/Maintenance	03950047	\$3 15,576.39
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 DolT-Central IT Services 038-500177 Software License/Maintenance	03230017	\$72,053.13
2017	<u> </u>	03030093	\$41,061.42

	Grand Total		\$1,504,994.3
	SFY 2019 Total		\$467,002.63
2019	01-03-03-030010-77030000 DolT-Central IT Services 038-500177 Software License/Maintenance	03030005	\$97,407.90
2019	01-03-03-030010-77030000 DolT-Central IT Services 038-500177 Software License/Maintenance	03030093	\$42,553.21
2019	01-03-03-030010-77030000 DolT-Central IT Services 038-500177 Software License/Maintenance	03950047	\$327,041.52
	SFY 2018 Total		\$465,000.76
2018	01-03-03-030010-77030000 DolT-Central IT Services 038-500177 Software License/Maintenance	03030005	\$96,990.35
2018	01-03-03-030010-77030000 DolT-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	03950047	\$325,639.61
	SFY 2017 Total		\$572,990.92
2017	01-03-03-030010-77030000 DoTT-Central IT Services 038-500177 Software License/Maintenance	03030005	\$93,993.06
	038-500177 Software License/Maintenance		

EXPLANATION

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

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

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

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

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

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

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

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

Respectfully submitted,

Denis Goulet Commissioner

DG/mh 2009-007F RID 18448

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

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

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

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

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

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

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

- 1. Amend Section 1.6 of the General Provisions of the Agreement; Completion Date by changing the completion date to June 30, 2019.
- 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:



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

Email: wendy.poulior@doir.nh.gov

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

Dispute Resolution Responsibility and Schedule Table

LEVEL	CA	THE STATE	CUMULATIVE ALLOTTED TIME	
Primary	Rene Hruska Sr. Business Manager	Wendy Pauliot, Director,	5 Business Days	
First	Jack Lustig Area Business Manager	Wendy Pouliot, Director,*	10 Business Days	
Second	Bernadette Nixon* SVP - Arca Manager	Wendy Pauliot, 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 SPY 2018	Auth MIPS SFY 2019	Op Sys	Lie Type
CA Endevor Software Change Manager	AllPusion CA Endevor Change Manager	639 MIPS	Up to 716 MIPS	Up to \$03 MIPS	MV5	UMOF
CA Endevor Software Change Manager Automated Configuration	AllFusion CA Endevor Change Manager Automated Configuration Option	639 MIPS	Up to 716 MIPS	Up to 803 MIPS	MVS	UMF
CA Endevor Software Change Manager for Mainframe Extended Processors	AllFusion CA Endevor Change Manager Extended Processors Option	639 MIPS	Up to 716 MIPS	Up to 80) MIPS	MVS	UMF
CA Endevor Software Change Manager External Socurity Interface	AllPusion CA Endevor Change Manager Interface for External Security	639 MDPS	Up to 716 MDPS	Up to 803 -MIPS	MVS	UMF
Unicenter CA-JCLCheck	Unicenter CA-ICUCheck	639	Up to 716	Up 10	MVS	UMF

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Workload Automation	Utifity	MIPS	MIPS	803 MIPS		
CA One TAPE! MANAGEMENT	Brightstor CA-1 Tape Management	639 MIPS	Up to 716 MDPS	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 Delabase Analyzer® for DB2 for z/OS	Unicenter Database Analyzer for DB2 for z/OS	639 MIPS	Up to 716 MDS	Up to 803 MIPS	MVS	UMF
CA Detector® for DB2 for syOS	Unicenter Detector for DB2 for 1/05	619 MIPS	Up to 716 MIPS	Up to 803 MIPS	MVS	UMF
CA Plan Analyzer for DB2 for x/OS	Unicenter Plan Analyzer for DB2 for ±0S	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 a/OS	639 MIPS	Up to 716 MIPS	Up to 803 MIPS	MVS	UMF
CA RC/Query for DB2 for 2/OS	Unicenter RC/Query for DB2 for z/QS	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 Sufety	Formerly Known As Software Licenses	Auth MEPS SPY 2017	Avih MIPS SPY 2018	Auth MIPS SFY 2019	Op Sys	Lie Type
CA Dynam /D Disk Management *	Brightstor CA- Dynam/D Disk Management	171 MPS	Retired	Retired	VSE	UMF
CA Dynam /T Tape Management*	Brightstor CA-Dynam/T Tape Management	171 MPS	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 MJPS	Relired	Retired	V\$8	UMF
CA PAVER 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)	17! 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	Ор Ѕуз	t.kc Type
CA Culprit for CA-IDMS*	Advantage CA-Culprit for	171	Retired	Retired	VSE	UMF

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	CA-IDMS	MIPS	T	· · · ·	,	· · · · · · ·
CA Dynam /FI File	BrightStor CA-Dynam/FI	171	Retired	Retired	VSE	UMF
Independence*	File Independence	MIPS	, Addied	Kemen	1 736	UMP
CA Dynam /T Tage	BrightStor CA-Dynamy?	171	Retired	Retired	VSE	UMF
Management*	Tape Management	MIPS	1			0,,,,,
CA ADS for CA-IDMS*	Advantage CA-ADS for	171	Retired	Retired	VSE	UMF
	CA-IDMS	MEPS	1			\
CA IDMS /DB*	Adventage CA-IDMS/DB	171	Retired	Retired	VSE	UMP
····	Database	MIPS	<u> </u>	1		
	Advantage CA-IDMS/DB	171	Retired	Retired	VSE	UMF
CA IDMS /DB Audit Option*	Database Audit Option	MIPS		<u> </u>		
CA IDMS DML Online	Advantage CA-IDMS	171	Retired	Retired	YSE	UMF
Option*	Database DML Online	MTPS				1
CA IDMS /DC Option*	Option	17)	Retired		ļ	
CK IDMS /DC Opdon	Advantage CA-IDMS/DC	MIPS	Meillea	Retired	VSE	UMP
	Transaction Server Option	mur-s	ì	}	1	
CA IDMS SQL Option*	Advantage CA-IDMS	171	Retired	Retired	VSE	UMF
errisand ada obusu	Database SQL Option	MIPS	Keilled	Kenten	*3E	UME
	Advantage CA-ADS	171	Retired	Retired		
CA ADS Option for APPC*	Option for APPC	MIPS	1100120	, Acada	VSE	UMF
CA OLO Online Query for	Advantage CA-OLO	171	Relified	Retired	VSE	UMF
CA-IDMS*	Online Query for CA	MIPS		1		1
	IDMS		1	ŀ	1	
CA IDMS Performance	Advantage CA-IDMS	171	Retired	Retired	VSE	ÚMF
Monitor Option*	Database Performance	MIPS		1	·	1
	Monitor Option	<u> </u>	l	<u> </u>	l	.1
CA (DMS Server Option*	Advantage CA-IDMŞ	171	Retired	Retired	VSE	UMF .
	Database Server Option	MTPS		<u> </u>		<u> </u>
CA Explore Performance	Unicenter CA-Explore	171	Relired	Retired	∨sĘ	UMF
Management*	Performance Management	MIPS]		1
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Distributed Product Suite-	Formerly Knows As	MIPS SEY		MIPS SEY		Type
AllFusion Licensed Programs	Software Licenses	2017		2019	•	1,300
- Department of Health and Human Services- Data	ŀ	[.	ĺ	({
Center	Į.		1	1		1
CA Harvest Software Change	AllPusion CA Harvest	175	175	175	NT	Perpetual
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Tribinger Ivenius Oper	County Control of Control	Users	Users	Users		
CA Harvest Software Change	N/A	260	260	260	NT	Perpetual
Manager Named User		Named -	Named	Named	*``•	
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CA Harvest Software Change	N/A	40	40 Named	40	אד	Perpetual
Manager Premium Edition	ŀ	Named	Users	Named		1
Named Users		Users		Users		
CA VM-Secrite®	N/A	3-Engine	J.Engine	3-Engine	VM for Linux	UMF
		9/23/16				
CA VM-Secure®	N/A	1-Engine	1-Engine	1-Engine	VM for Linux	UMF
Office of Information	Formerly Known As	9/23/16 Auth	Auth	Auth	On 6	17 10 7
Technology	Software Licenses	MODES	MUPS SEY	MUPS	Ор Ѕут	Lic Type
	**************************************	SFY	2012	SFY 2019		
]	2017		`]
	\$		2500	2500	All CA GA	10
CA Spectrum Device Based	N/A	2500	2300	12300 i	AHCAVA	I LELDELRIN I
CA Spectrum Device Based Suite	N/A	device license	device	device	0/\$	Perpetusi

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CA eHealth Device Pricing	N/A	2000	2000	2000	All CA GA	Perperual
Without Database		device	device	device	O/S	•
<u> </u>		license	license	license		i

- 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.

DolT Contract Amendment

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

9.6 Request for Assignment of Unsupported Products

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

9.7 Unsupported Products

ERwin:

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

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

DELIVERABLE PAYMENT SCHEDULE and replacing it with the section below:

1. DELIVERABLE PAYMENT SCHEDULE

1.1 Firm Fixed Price

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

This Firm Fixed Price Contract includes the following:

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

DolT Contract Amendment

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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 ¹⁸		
CA ADS Option for APPC]	į
CA IDMS™/DB Audit Option	7	
CA IDMS™/DB] .	
· CA Culprit™ for CA-IDMS™]	İ
CA IDMS** DML Online Option	30 Days	\$29,200.00
CA OLQ® Online Query for CA-IDMS™]	
CA IDMS™ Performance Monitor Option]	
CA IDMS**/DC Option]	
CA IDM5™ SQL Option]	
CA IDMS™ Server Option]	
CA Explore Performance Management]	
CA FAVER 2 VSAM Data Protection]	ļ
CA Dynam/D Disk Management]	
CA Dynam/F) 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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DoTT Contract Amendment

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

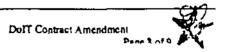
One Time Supplemental License Fee (SLF)	\$1,398.00 per MIPS
Annual Supplemental Usage and Maintenance Fee(SUMF)	\$245.00 per MIPS

2. TOTAL CONTRACT PRICE

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

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

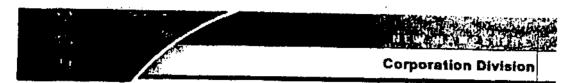
CONTRACT AND AMENDMENT NUMBER			CONTRACT		
Contract #2009-007	Original Contract	July 1, 2008 through June 30, 2013	\$ 2,857,389		
Amendment #2009-007A	First Amendment (A)	July 1, 2009 through June 30, 2013	\$ 9,977		
Amendment #2009-007B	Second Amendment	July 1, 2010 through June 30, 2013	\$ 10,875		
Amendment #2009-007C	Third Amendment	June 30, 2013 through June 30, 2016	\$ \$2,229,611		
Amendment #2009-007D	Fourth Amendment	January 1, 2014 through June 30, 2016	\$ 345,460		
Amendment #2009-007E	Fifth Amendment	April 20, 2016 through June 30, 2016	\$ 31,395		
Amendment #2009-007F	Sixth Amendment	July 1, 2016 through June 30, 2019	\$1,504,994.31		
	CONTRACT TOTAL		\$6,790,701.31		



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

1N WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

•	• •
Maria Spacialo	Date: 6/23/16
she/he, as such	being authorized to do so, executed the foregoing tained, by signing the name of the corporation by her/himself as
(SEAL) Notery P (SEAL) Conf	MIA M. FORTLINATO ybac, Sizte of Hew York 0. 01F08237874 thed in Buffolt County paires March 28, 2018
Denis Goulet, Commissioner Department of Information Technology	Date: 6/24/2016
Approved by the Attorney General (Form, State of New Hampshire, Department of Ju	15 Date: 6/8/14
Initial all pages CA, Inc. Initials	Doff Contract Amendment Page 9 of 9



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

Date: 6/27/2016

Filed Documents

Name Type

Legal

77417

DE

2016

6/25/1984

1 CA Plaza Islandia NY 11749

Good Standing

(Annual Report History, View Images, etc.)

Business Name History

Name

CA - IT Management Software

CA, Inc.

Home State Prev Legal

COMPUTER ASSOCIATES INTERNATIONAL, Corporation - Foreign - Information

Business (0:

Status:

Entity Creation Date:

State of Business.:

Principal Office Address:

Principal Mailing Address:

Last Annual Report Filed Date: Last Annual Report Filed:

Registered Agent Agent Name:

Office Address:

C T Corporation System

6/27/2016 10:35:33 AM

1 Computer Associates Plaza Islandia NY 11749

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.

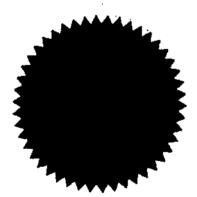
Accessibility Policy | Site Hap | Contact Us

the Research States as a section of

State of New Hampshire Department of State

CERTIFICATE

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



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

William M. Gardner Secretary of State

CA, INC.

Certificate of Assistant Secretary

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

- 1. Attached as <u>Exhibit A</u> is a true copy of (i) certain resolutions approving a delegation of authority (the "Board DOA") to the Chief Executive Officer of the Corporation, duly adopted by the Board of Directors of the Corporation at a meeting held on May 10, 2011; and (ii) a true copy of certain excerpts of the Board DOA.
- 2. Attached hereto as 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 II. Assistant Socretary

STATE OF NEW YORK)

)ss.

COUNTY OF SUFFOLK)

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

Notary Public

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, he, and it hereby is, approved; and be it further

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

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

Excerpt 2

Other

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

Excerpt 3

Implied Authorities

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

Excerpt 4

1. Definitions:

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

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.

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

Excerpt 2

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

Excerpt 3

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

EXHIBIT C

Subdelegation of Authority for Execution of Sales or Services Agreements

Excerpt 1

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

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

Excerpt 2

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

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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, !loansing or distribution of Company products by such Third Parties or Related Entities.
- c. "Related Entity" means any corporation, partnership, joint venture or other entity in which the Company holds an interest, other than a Subsidiary.
- "Third Party" means any entity other than the Company or any of its Related 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 Agraements on behalf of the Company (the "Sales DOA"). Pursuant to this authority, the undersigned hereby subdelegates authority to enter into Sales or Services Agreements on behalf of the Company with Third Parties or Related Entities after receipt of evidence of the requisite approvals under the Sales DOA and TAP to the officers and employees of the Company to the Individuals set forth below; provided, however, that the authority to enter into Sales or Services Agreements on behalf of the Company with the Israeli Ministry of Defense under this subdelegation is limited to Alian Clayton, Patrick Hofstetter, Vincent F. Villano, Paul Phelan and Raymond Sommerstad Dorothy Urbancik.

George Applebee	Kathryn Jansen-Welch	Steven Schildt
Shalla Ahmed	Catherine Kennedy	Jean Schultz
Wendy Beam	Lisa A. Klefer	Raymond Sommerstad
Peter J. Bordonaro	Timothy Lyons	Maria T. Speciale
Carmella Bythrow	Erin Macchio	Izabela Spinazzola
Joseph J. Carlino	Daniel MacLaughlan	James W. St. Cin
Bonnte A. Cergol	Louise Macleish	Joseph Starpoll
Annie Cheng-Chu	Jennifer May	Glenn Steine
Helena Chow	Sean McCaffrey	Dorothy Urbancik
Allan R. Clayton	April Meola-Smirnoff	Price Varty
Ann Michele Costello	Rosa Murphy	Vincent F. Villano
Vicki De Luda	Colleen Nieves	Sharon Vrona
Kimberly Edwards	Roger Nords	Mary Weir
Susan Greenway	Earnest Pearson	Jacqueline Wentz
Joyce Harding	Margaret Persan	Debbie Westerman
Marie Hastings	Tina Ratcliff	Anthony 5. Wilson
Mada Hill-Winston	Matthew 8, Richbourg	Joseph J. Zambryski
Patrick J. Hofstetter	Cidalina Rivera	
Christal R. Humin	Irina Safarcheva	

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

•	CORD CER	ΠFI	CATE OF	LIABIL	ITY II	NSUR/	ANCE	DATE PRODUTYTY)
	THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES MOT AFFIRMAT SELDW. THIS CERTIFICATE OF INC SEPRESENTATIVE OR PRODUCES, A SPORTANT: If SILL CHRISCIS, FORMY I SUBROGATION IS WAVED, subject	MURAME MID THE MI SIT AL	CH REGATIVELY A ZE DORÉ HOT CON CERTIFICATE HOLI COTTONAL MELTION E terms and condition	STITUTE A CONTROL OF THE PROPERTY OF THE PROPE	DED OR AL' CONTRACT (set) shiel his first contain	TEN THE CO	Overage appointed the issuing indure	RUBLAUTHORES
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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



\$\$\$\$\$\$1.5 # 12 # 5 P\$7

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

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

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

EXPLANATION

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

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

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

Source of Funds: 60% General, 40% Federal

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

Respectfully submitted,

Denis Goulet Commissioner

DG/mh Contract 2009-007 RID 18225

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of Contract 2009-087, 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:

- 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.
- Arnend Exhibit A: Contract Deliverables of the Agreement by replacing Section 1.2A Amendment 4
 Product Deliverables with Section 1.2B Amendment 5 Product Deliverables below:

1.2B Amendment 5 Product Deliverables

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

Software Licenses - Office of Information Technology- Data Center	Fermerly Known As Software Licentes	Auth MUPS SEY 2014	Revised Auth MIPS SFY 2016	Ор Ѕуч	i.le Type
CA Endevor Software Change Manager	AliFution CA Endevor Change Manager	SSS MIPS	570 MIPS	MVS	UMF
CA Endevor Software Change Manager Automated Configuration	AllFusion CA Endevor Change Manager Automated Configuration Option	551 MIPS	570 MIPS	MVS	UMF
CA Endevor Software Change Manager for Mainframe Extended Processors	AllFusion CA Endevar Change Manager Extended Processors	SS) MIPS	570 MIPS	MVŠ	UMF

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DolT Contract Amendment

Page 1 of 7

	Option				7
CA Endevor Software Change	AllFusion CA Endevor	SSS MIPS	S70 MIPS	MVS	UMF
Manager External Security	Change Manager Interface	2227444	17071113	C 4 LM	UMI
Interface	for External Security	J	1 .		
Unicenter CA-JCLCheck	Unicenter CA-JCLCheck	333 MIPS	570 MIPS	MVS	UMF
Werkland Automation	Utility	333 miles	370 mir 3	M143	UMI
CA One TAPE	Brightstor CA-1 Tage	553 MIPS	370 MIPS	MVS	UMF
MANAGEMENT	Management	מאות נכנ	310 MILE	M 42	1 UMF
	AllFusion CA-InterTest	SSIMIPS	570 MIPS	MVS	UMF
CA InterTest Batch	Batch	323 MILS	1 3 to wite 2	WA2	UMF
	AllFusion CA-InterTest	551 MIPS	570 MIPS		-
CA InterTest for CICS	for CiCS	באוש נכב	370 MIPS	MV\$	UMF
CH INCITES (of CICA	Unicenter Database		1		 -
CA Database Analyzer® for		SSI MIPS	370 MIFS	MVS	UMF
DB2 for IAOS	Analyzer for DB2 for	}	1 1]
CA Detector® for DB2 for	1/05	+			
	Unicenter Detector for	353 MIPS	370 MIPS	MVS	UMF
2/05	DB2 for z/OS	1	1		
CA Plan Analyzer for DB2 for	Unicenter Plan Analyzer	153 MIPS	570 MIP\$	MVS	UMF
z/OS	for DB2 for z/OS		<u></u> 1		
CA RC/Migrator for DB2 for	Unicenter RC/Migrator	553 MIPS	370 MIPS	MVS	UMF
1/OS	for DB2 for s/OS		<u> </u>		
CA RC/Query for DB2 for	Unicenter RC/Query for	553 MIPS	570 MIPS	MVS	UMF
z/O\$	DB2 for z/OS	<u> </u>	<u>tl</u>		l
CA RC/Update for DB2 for	Unicenter RC/Update for	553 MIPS	570 MIPS	MVS	UMF
1/0\$	D82 for z/O\$.!	L i		
Software Licenses -	Formerly Known As	Auth	Auth	Op Sys	Lk
Department of Information	Software Licenses	MIPS	MIPS		Type
Technology/Department of	· · · · · · · · · · · · · · · · · · ·	STY 1016	SFY 2016		1
Safety	<u>L</u>	į.	i i		1
CA Dynam /D Disk	Brightstor CA- Dynam/D	Retired	Retired	VSE	UMF
Management *_	Disk Management	1			1
CA Dynam /T Tape	Brightstor CA-Dynam/T	Retired	Retired	VSE	UMF
Management*	Tape Management	1]		
CA Easytrieve Plus Report	Unicenter CA-Easytrleve	Retired	Retired	VSE	UMF
Generator*	Plus Report Generator	1	! !	. –	1
	Brightstor CA-	171	17;	VSE	UMF
CA MASTERCAT VSAM	MASTERCAT VSAM	MIPS	MIFS		
Catalog Management*	Catalog Management				1
CA Rept ^e	Unicenter CA-Raps	Retired	Retired	VSE	UMF
CA Explore Performance	Unicenter CA-Explore	171	171	VSE	UMF
Management for CICS	Performance Management	MIPS	MIPS		1 • • • • • • • • • • • • • • • • • • •
(VSE)*	for CICS (VSE)]			
CA FAVER 2 VSAM Data	Brightstor CA-FAVER 2	171	171	VSE	UMF
Protection*	VSAM Data Protection	MIPS	MIPS	7 JE) DAME
CA Dynam /T Tape	Brightnor CA-DynamyT	171	171	VM	LIME
Management*	Tape Management	MIPS	MIPS	*171,	- Umr
THE TAXABLE PROPERTY.	Brieftstor CA	171	171	VM 7	UMF
CA VM:Backup*	VM:Backup	MIPS	MIPS	7/44 /	UMIT
WIT TITLEMENTY	· M-Markeb	171	171	VM	ÜMF
CA VM:Secure*	eTrust CA VM:Secure	MIPS	MIPS	YM,	UMP
MAN A LAMPA PRINCE	Unicenter CA-Eaplore	171	171	VM	UMF
		MIPS	MIPS	Y M	יואני
CA Fraigas Poolamience					
CA Explore Performance Hanagement (VM)*	Performance Management (VM)	Mira	WIL.2		-

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Additional Software Licenses - Department of Safety	Formerly Known As Sultware Licenses	Aeth MIPS SFY 2016	Anth MIPS SFY 2016	Op Sys	Lie Type
CA Culprit for CA-IDMS*	Advantage CA-Culpris for CA-IDMS	171 MIPS	171 MIPS	VŠE	UMF
CA Dynam /O Disk Management*	BrightStor CA-Dynam/D Disk Management	MIPS .	L71 MIPS	VŠE	UMF
CA Dynam /FI File Independence*	BrightStor CA-Dynam/FI File Independence	171 MIPS	171 MJPS	VŠE	UMF
CA Dynam /T Tage Management ⁴	BrightStor CA-Dynam/T Teps Management	171 MIPS	17L MIPS	VSE	UMF
CA ADS Br CA-IDMS*	Advantage CA-ADS for CA-IDMS	171 MIPS	171 MEPS	VSE	UMF
CA IDMS /DB*	Advantage CA-IDMS/DB	171 MIPS	17L MIPS	V\$E	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	17) MIPS	VSE	UMF
CA IDMS /DC Option*	Advantage CA-IDMS/DC Transaction Server Option	171 MIPS	J71 MIPS	VSE	UMF
CA IDMS SQL Option*	Advantage CA-IDMS Database SQL Option	171 MIPS	17L MIPS	VSE	UMF
CA ADS Option for APPC*	Advantage CA-ADS Option for APPC	171 MIPS	171 MIPS	VŠE	UMF
CA-OLQ Online Query for CA-IDMS*	Advantage CA-OLQ Online Query for CA- 1DMS	MIPS	17L MIPS	A2E	UMF
CA IDMS Performance Monitor Option*	Advantage CA-IDMS Database Performance Monitor Option	j7l Mi₹S	171 MIPS	VSE	UMF
CA 10MS 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 Saite- AllFusion Licensed Programs - Department of Health and Human Services- Data Center	Farmerly Known As Software Literates	Auch Users SFY 2016	Umri SFY 2016	Op Syı	Lik Type
CA Software Change Manager Named User	AllFusion CA Harvest Change Manager	175 Named Users*	Named Users*	NT	Рстр
CA Software Change Manager Named User	N/A	260 Named Users	260 Named Users	אל	Perp
CA Software Change Manager Premium Edition Named Users	NA	40 Named Users	40 Named Users	NT	Persp
CA ERwin Data Modelet	Affresion ERwin Data Modeler	10 Named Users	10 Named Users	NT	Perp

Initial all pages
CA, Inc. Initials

DatT Contract Amendment

Page 3 of 7

Office of information Technology	Formerly Known As Software Licenses	Auth Licences SFY 2016	Auth Licenset SFY 2016	Op Sys	Lie Type
CA Spectrum Device Based Suita	N/A	2000 device license	2000 device license	All CA GA O/S	Perp
CA effealth Device Pricing Without Database	N/A	2000 device Hoense	2000 device license	All CA GA	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	CA Spectrum Products	Usage rights specified on	July 1, 2013- June 30,
Technology		Exhibit A	2016
Dept. Of Health and	ALLFusion Products	Usage rights specified on	July 1, 2013- June 30,
Human Services		Exhibit A	2016
All Agencies	Application Delivery	Usage rights specified on	June 30, 2013- June
	New Products	Exhibit A	30, 2016

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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CA, Inc. Initials XX

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, (notemental MIPS	\$29,342	\$29,342
Annual Supplemental Usage & Maintenance Fee, Incremental MIPS from 3/9/16	\$2,053	\$2,053
Totals	\$31,395	\$31,395

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

Enterprise	March 10, 2016-	TOTAL*
License	June 30, 2016	
Agreement Due Date *	Effective Date	
CA Software Renewal		
CA Software Change Manager New Licenses		
Mainfranc 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 803; 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



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CA, Inc. Initials

DolT Contract Amendment

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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 A	*	A 35.285,707

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.

IN MILINERS MHEKEON, THE BILLIES WAS HELERAND	Set filet immig as of the only are for	.,
Ca, Inc.	Date: 2/29/16	
Corporate Signature Notarized: STATE OF		•
COUNTY OF FAIR FAX	ه چاد کل بر مرز با	Ger .
On this the 24 day of February 20 the undersigned Office Lisa kie Fer Principal Sales Accounting of sherie, as such In no. pal Sales Acco	CA The	, a corporation, and that cuted the foregoing
IN WITNESS WHEREOF I hereunto set my		
Notary Public/Justice of file Peace	STATE OF THE STATE	
My Commission Expires: 10/3/2014	COMMISSION	
(SEAL)	- 17 - 17 - 17 - 17 - 17 - 17 - 17 - 17	
CA, Inc. Initials &X	EALTH OF TOUR A	mendment Page 5 of 7

Denis Goulet, Commissioner
Department of Information Technology

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

State of New Hampshire, Department of Justice

Date: 3/31/16

CA, INC.

Certificate of Assistant Secretary

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

- Attached as Exhibit A is a true copy of (i) certain resolutions approving a delegation of authority (the "Board DOA") to the Chief Executive Officer of the Corporation, duly adopted by the Board of Directors of the Corporation at a meeting held on May 10, 2011; and (ii) a true copy of certain excerpts of the Board DOA.
- Attached hereto as Exhibit B is a true copy of excerpts of a Delegation of Authority for Sales, Services, and Certain Marketing Agreements executed by the Chief Executive Officer of the Corporation as of August 25, 2015 (the "Sales DOA").
- Attached hereto as Exhibit C is a true copy of excerpts of a Subdelegation of Authority for
 Execution of Sales or Services Agreements executed by the Chief Financial Officer of the
 Corporation as of May 27, 2015 (the "Sales SubDOA" and, together with the Board-DOA and the
 Sales DOA, the "Delegation Authorizations").
- 4. The Delegation Authorizations have not been revoked and are now in full force and effect.
- 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 25, 2016.

Lawrence Egan Assistant Secretar

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.

Motory Public, Blade of New York No. 019N6333004 Challed in Nessay Courte 3

Qualified in Nesseni Course Conveniesion Engines November 18, 80

EXHIBIT A

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

Excerpt 1

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

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

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

Excerpt 2

<u>Other</u>

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

Excerpt 3

Implied Authorities

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

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.

EXHIBIT C

Subdelegation of Authority for Execution of Sales or Services Agreements

Excerpt 1

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

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

Excerpt 2

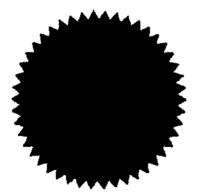
By subdelegation dated August 1, 2009 or such other subdelegation that amends or supersedes the existing subdelegation, the CEO delegated to the CFO the authority to subdelegate or redelegate the authority to enter into Sales or Services Agreements on behalf of the Company (the "Sales DOA"). Pursuant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

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State of New Hampshire Bepartment of State

CERTIFICATE

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



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

William M. Gardner Secretary of State

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STATE OF NEW HAMPSHIRE DEPARTMENT OF INFORMATION TECHNOLOGY

77 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 maintrame software licenses and maintenance by increasing the price limitation by \$148,490, from \$5,107,852 to \$5,254,312effective June 30, 2014 upon Governor and Executive Council approval with no change to the contract end date of June 30, 2016. The Governor and Executive Council approved the original contract on June 4, 2008 (Item # 4) Amendment #1 on June 17, 2009 (Item #16), Amendment #2 on June 23, 2010 (Item #20) and Amendment #3 on June 19, 2013 (Item #17) which extended the contract end date to June 30, 2016.

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

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CLASS CODE-ACCOUNT CODE -CLASS	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 - DolT- Central IT Services 038-500230 - Software Lic / Maint	03950047	\$34,596	(\$52,536)	(\$17,940)
Total		\$198,996	(\$52,536)	\$146,460

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

EXPLANATION

The purpose of this request is to amend an agreement with Computer Associates, Inc. in order to increase the processing power of the Vendor's proprietary software, which is used by the Department of Information Technology to monitor and manage mainframe computing resources. In order to do this, additional licenses must be purchased from the Vendor. The need to purchase additional processing power was anticipated in the current contract however recent legislative changes due to the ACA and the New Hampshire Medicald Expansion made it necessary purchase additional licenses in order to support increased demand for this processing power by the Department of Health and Human Services' New HEIGHTS application. This application must undergo upgrades, enhancements and technology migrations while maintaining maintrame 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 (T 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 Vender 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 tack 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/doit

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 Tourspes:

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 and 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.

A A

Peter C. Hastings.

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

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

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

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

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

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

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

- 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.
- 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 10, 2016.

Software Licenses - Office of Information Technology- Data Center	Permenty Known As Seftware Licenses	Auth MIPS SFY 2014	Arih MIPS SFY 2015	ALL MUS SFY 2014	Op Sys	Lie Type
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CA Endevor Software Change Manager for Mainframe Extended Processors	Alifusion CA Endevor Change Manager Extended Processors Option	500 MIPS	SS) MIPS	553MIP S	HVS	UMP

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CA, Inc. Initials T

DoiT Contract Amendment

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Unicenter CA-Baptors Performance Management for CICS (VSE)	MIPS 171	MIPS 171	171 MIPS		
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	CA-IDMS	MIPS	MIPS	MIPS	VSE	
CA Dynam /D Disk	BrightStor CA-DyrenvD	171	171	HIPS	AžE	UMF
Management*	Disk Management	MIPS 171	MIPS 171	MIPS	VSE	UMF
CA Dynam /F1 File Independence*	BrightStor CA-Dynam/FI File Independence	MIPS	MIPS	MIPS	¥3E	UMP
CA Drnam /T Tuos	BrightSlot CA-Dynam/T	171	(7)	171	VŠE	UMF
Management ^a	Tape Management	MIPS	MOPS	MIPS		
CA ADS RECA-IDMS	Advantage CA-ADS for	171	171	171	VSE	UMF
	CA-IDMS	MIPS	MIPS	MIPS	L	<u> </u>
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CA IDMS SOL Option*	Advantage CA-IDMS	171	17)	171	V\$€	UMF
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	IDMS			<u></u>		
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CA IDMS Server Options	Advantage CA-IDMS	171	MIPS	171 MIPS	A2¢	UMP
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Office of Lafor symbol Technology - MIGRATION PRODUCTS	Farmerty Knows As Software Licenses	Auth Liceacco SFY 2014	Auth Licences SFY 2015	Auth Liteuren SWY 2016	Ор Ѕуч	Lik Type
CA Spectrum Infrastructure Manager Fault Tolerum Liconac	CA Spectrum Fault Tolerant License	Tierless License	Retired	Retired	KT	Ferp
CA Spectrum Integrity Branch Unrestricted Device Management	CA Spectrum Integrity NOC Unrestricted Device Management	I Tierless License	Retired	Retired	NT	Perp
CA Spectrum Network Fault Manager BMC Remody Griteway	CA Spectrum Remedy Geteway	Retired	Resired	Retirod	TM	Perp
CA Spectrum Spectrowatch Edizor for Latinity/Lategrity	CA Spectrum Spectro Watch Editor for Infinity/Integrity	l Tierless Server	Retired	Retired	NT	Perp
CA Spectrum Infrastructure Manager Date Mgr with Report Gateway	CA Spectrum Data Manager with Report Outeway for Infinity/totegrify	Active No Mainten	Retired	Retirat	н	Perp
CA Spectrum Single Concurrent Administratos License	CA Spectrum Single Concurrent Administrator License	5 Users	Resired	Retired	זא	Perp
CA Spectrum Network Configuration Manager	CA Spectrum Configuration Manager for Infinity/Integrity	i Tieries Server	Retired	Retired	NT	Perp
CA Spectrum Level I Tootkit	CA Spectrum Level 1 Commission Toolkin	Ticzica. Server	Retired	Retiros	NT	Perp
Office of Information Technology	Formerly Kalenn As Software Lieumen	Auth Licensor 6 SFY 2014	Aeth I.Atemon SFY 2015	Aeth Lineass SFY 2014	Op \$71	Lik Type
CA Speciment Device Based Suite	N/A	2000 device license	2000 device license	2000 device license	All CA GA CVS	Perp
CA effealth Device Pricing Without Detabase	N/A	2000 device license	2000 device license	2000 device literae	All CA GA D/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

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

1. DELIVERABLE PAYMENT SCHEDULE

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

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This First 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 Salety	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	ALL Fusion 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 Foca (SLF) are one time foca for each MIPS capacity apprade.

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 (17) MIPS – VSE) and CA Dynam /T Tape Management (17) MIPS – VSE) for Department of Information Technology/Department of Safety are hereby terminated, subject to Cantomer's obligation to maintain the confidentiality of such products and to pay any outstanding fees due under such licenses.

- CA Easytrieve Plus Report Generator (171 MIPS VSE) and CA 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 Outeway (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 free 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 Foes.

Upgrade Schodule:

- a. 1" Upgrade July 1, 2013 June 30, 2014 Increase by an additional 49 MIPS from 351 Licensed MIPS to 400 MIPS.
- b. 2rd Upgrade January 1, 2014 June 30, 2015 Increase by an additional 100 MIPS from 400 Licensed MIPS to 500 MIPS. There were two upgrades plained for FY15 and FY16 and these are now advanced to FY14.
 c. 3rd Upgrade July 1, 2014 June 30, 2016 Increase by an additional 53 MIPS from 500 Licensed MIPS to 553 MIPS.

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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 provided 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	\$27,132	\$0	\$302,088
Annual Supplemental Usago & 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	June 30. 2013 – June	July 1, 2013- June 30, 2014		June 30.	July 1, 2014 June 30.	July 1, 2015- June 30, 2016	TOTAL
Assessed	30, 2014	Ll	2014	2015	2015		
Due Date *	4/30/2013	9/1/2013	2/1/2014	7/1/2014	7/1/2014	7/1/2015	
CA Software Renewal	\$173.726			\$573.72 <u>5</u>		\$551520	\$1,494,971
CA Software Change Manager, New Licenses	\$67,590			\$67,500		\$67.500	\$202,500
Mainfragre SLE		310,556	164,400		\$17,132		\$332,041
Meintaine SUME		\$11.760	14,400	\$42,912	\$15,264	\$58,176	\$142.512
Total	\$641,226	292.316	\$178,400	\$684,137	\$102.396	\$677.196	\$2,376,071

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

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

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CA, Inc. Initials	A4

2. TOTAL CONTRACT PRICE

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

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

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	EFFECTIVE DATES	CONTRACT
Contract #2009-007	Original Contract	July 1, 2008 through June 30, 2013	\$ 2,857,389
Amendment #2009-007A	First Amondment (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 #1009-007D	Fourth Amendment	January 1, 2014 through June 30, 2016	\$ 146,460
	CONTRACT		\$\$,2\$ 4, 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 WITHEREOF, the parties have hereunto set their hands as of the day and year first above written.

CA, Inc.

CA, Inc.

COUNTY OF

On this the Ad day of Agreement shall remain in full force and effect. This modification shall take effect upon the day and year first above written.

Date: 5/22/2014

COUNTY OF

On this the Ad day of Agreement shall remain in full force and effect. This modification shall take effect upon the day and year first above written.

Date: 5/22/2014

COUNTY OF

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Date: 5/22/2014

COUNTY OF

On this the Ad day of Agreement shall remain in full force and effect upon the day and year first above written.

Date: 5/22/2014

COUNTY OF

On this the Ad day of Agreement shall remain in full force and effect upon the day and year first above written.

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CA, Inc. Initials

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

Notary Public/Justice of the Peac	carc
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My Commission Expires: 693 5

Dagarie Meticoro

(SEAL)

Hotery Public, State of frew York No. 5000529

Qualified in Sulfor County Commission Expires Arm 13, 19= 2015

State of New Hampshire

Peter C. Hastings, Commissioner Department of Information Technology

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

State of New Hampshire, Department of Justice

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Doff Contract Amendment

Page # of #

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:

Name	Office	Signature
Patrick J. Halstetter	Director, Sales Accounting	1 / For / P
idhw 22antiw m	(Re	ned this Certificate as of May 2, 2014. Russell Company Secretary
STATE OF NEW YORK)55. COUNTY OF SUFFOLK)	
On May 72 . 2014 1	refore me personally came Ro	obert C. Yang, to me known, who by me duly

sworn, did acknowledge and swear that he is the Assistant Secretary of CA, Inc., the Corporation described in the foregoing Certificate, and that the contents of the foregoing are true and correct.

WALTER JOHNSON
Notary Public - STMb of Hear York
No. 02:00008864
Qualified in Mesons County
Commission Expires May, 12 2015

EXHIBIT A

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

Excerpt !

RESOLVED, that the policy re Delegation of Authority from the Board of Directors to the Chief Executive Officer of CA, Inc. (May 10, 2013), in substantially the form presented at this meeting, be, and it hereby is, approved; and be it further

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

Delegation of Authority

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

Excerpt.2

Other

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

Excerpt 3

Implied Authorities

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

EXHIBIT B

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

Excerpt 1

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

Excerpt 2

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

Excerpt 3

4. Definitions:

<u>Authority to sign</u> 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.

Excerbi 5

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

EXHIBIT C

Subdelegation of Authority for Execution of Sales or Services Agreements

Excerpt 1

The following terms shall have the meanings stated below:

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

Excerpt 2

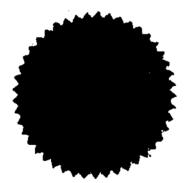
By subdelegation dated August 1, 2009 or such other subdelegation that amends or supersedes the existing subdelegation, the CEO delegated to the CFO the authority to subdelegate or redelegate the authority to enter into Sales or Services Agreements on behalf of the Company (the "Sales DOA"). Pursuant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

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Patrick J. Hofstetter	Reducted	

State of New Hampshire Bepartment of State

CERTIFICATE

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



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

> William M. Gardner Secretary of State

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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: approved 6+0 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 (DolT) to exercise a contract extension option with Computer Associates, Inc. (CA) of Islandia, New York (Yendor # 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 mainlimme, 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.
- Further authorize the extension of the contract from the current end date of June 30, 2013 to June 30, 2016, effective upon Governor and Executive Council approval.

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

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

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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 libes 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 927) funds: the Class 27 used by the agencies to reimburse DoIT for this work is 24.87% Highway funds, 46.96% Federal funds, and 28.17% General funds.

The Department of Information Technology respectfully requests your approval.

Peter C. Hastings Commissioner

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



Peter C. Hartings Acting Commissioner

STATE OF NEW HAMPSHIRE DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301 Fex: 603-277-1516 TDD Access: 1-800-735-2964 www.nh.gov/doit

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, DHHS 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 II Infrastructure, specifically Software Procurement Streamlining as identified in the Strategic Themes section, Priorities for Investment of II Resources.

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

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PCH/6cp Off 2009-007C, RIDS 13425, 13426 and 13427

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 THEREPORE, 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
- 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.
- 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@co.com

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

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

Initial all pages

DolT Contract Amendment

Page I of #

 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.

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DoIT Contract Amendment

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"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 provious 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

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

1. DELIVERABLE PAYMENT SCHEDULE

1.1 Firm Fixed Price

This is a Firm Pixed 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 act	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	CA Spectrum Products	Usage rights specified on Exhibit A	July 1, 2013- June 30, 2016
Dept. Of Health and	ALL Fusion Products	Usage rights specified on Exhibit A	July 1, 2013- June 30, 2016
Human Services All Agencies	Application Delivery - New Products	Usage rights specified on Exhibit A	June 30, 2013- June 30, 2016
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Doll Contract Amendment

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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. Upprade MIPS Capacity-Supplemental Fees.

Upgrade Schedul≈

a. 1# 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

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 for 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 provided for the year of the increase and shall be payable in full thereafter.

1.1.1 Supplemental Fee Schedule:

Description	9/1/13-	7/1/14- 6/30/15	7/1/15- 6/30/16	Tota)
One Time Supplemental License Fee, Incremental MIPS	\$80,556	\$2,200	\$82,200	\$244,956
Amual Supplementa) Usage & Maintenance Fee, Incremental MIPS	\$11,760	\$24,512	\$42,912	\$83,184
Totals	\$92,316	\$310,712	\$125,112	\$328,140

Supplemental Fee Schedule Price per MIPS

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

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	CA, Inc. Initials	XX

1.2 Proposed Pay Stream for the Enterprise License Agreement

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THE HE STATE OF TH	11.0		100	ورفيسها	Land Control		
Due Date		6/30/2013	6/30/2013	9/1/2013	7/1/2014	7/1/2015	
CA Software Renewal	\$2,645,540		\$573,726	[]	3573,725	\$551,520	\$1.694.57
CA Softween Change Manager, New Licenses		\$67.500	·		\$67,500	267.500	\$202.50
Mainfranc SLF	\$ 120,028			\$80,556	\$87,200	\$82,200	5744.5
Malnframe SUMF	\$ 72.673			\$11,760	\$78.512	\$42,912	\$13,1
17.				25 = 20 Get 4 - 1			
Talkin and a second			وراف إستواليها				

"The date upon which CA may issue an invoice to the State, payable per contract exhibit 803; invoicing.

7. Amend Exhibit B: Price and Psyment 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

	مريوا مستعدي مسهرين ب	والتعوض والمعمر أمراني المراج الرابي الإنجاب الواقي	
Contract #2009-007	Original Contract	July 1, 2003 through June 30, 2013	\$ 2,857,289
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 #2009-001C	Third Amendment	June 30, 2013 through June 30, 2016	\$ 2,229,611
		The second secon	

Except as provided berein, all provisions of the Agreement shall ramain 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 bands as of the day and year first above written.

Initial all pages
CA, Inc. Initials

CA, Inc.	fest.	Date: 6/3/13	
Corporate Signature Notarized; STATE OF VIELINIA			
COUNTY OF FAIRFAY			
PHINCIPA ISSUES HOW	Cale Dealistan be	re me. Posee NORE/S lly appeared and acknowledged The a comparation of the corporation by	the foregoing
IN WITNESS WHEREC	F I hereunto set my hand and	official seal.	
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Notary Public/Justice of	f the Peace		TO SERVICE STATE OF THE SERVIC
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(SEAL)		and the second	II/MIN
State of New Hampshire	•		
Poler C. Hastings, Acting C Department of Information	commissioner Technology	Date: 5/3/13	
Approved by she Astorney O	eneral frorm, Substance and	Execution) Date: 6/5/13	
Initial all pages CA, Inc. Initials		DoTT Contract Amends	neni Page 8 of B

CALING.

Certificate of Assistant Secretary

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

- Attached hereto as 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").
- Attached hereto as Exhibit 8 is a true copy of excerpts of a Subdelegation of Authority for Execution of Sales or Services Agreements executed by the Chief Financial Officet on November 15, 2012 (together with the Board Delegation, the "Delegation Authorizations").
- 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, 2019.

Brandi Schmidi Assistant Secretary

STATE OF NEW YORK

COUNTY OF SUFFOLK

On June 3, 2013, before me, personally came Brandt Schmidt, to me known, who by me duly swom, 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 JUNKEUM Nothry Public - State of New York No. 82/0808584 Dualified in Massau County

By Commission Expine Mer. 12 Fel S

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

Excerpt 3

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

EXHIBIT B

SUBDELEGATION FROM CFO TO CERTAIN SUBDELEGATES

Excerpt 1

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

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

Excerpt 2

By subdelegation dated August 1, 2009 or such other subdelegation that amends or supersedes the existing subdelegation, the CEO delegated to the CFO the authority to subdelegate or redelegate the suthority 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:

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State of New Hampshire Bepartment of State

CERTIFICATE

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



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

> William M. Gardner Secretary of State

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OTBES-2010 ACORD CORPORATION, All rights reserved,
The ACORD name and logic are registered marks of ACORD



Peter C. Hustings Interim Commissioner

STATE OF NEW HAMPSHIRE

DEPARTMENT OF INFORMATION TECHNOLOGY 27 Hazen Dr., Concord, NH 03301 3

Fax: 603-271-1516 TDD Access: 1-800-735-2964

Name of the same o

June 10, 2010

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

REQUESTED ACTION

Airthorize 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, 2005, 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:

PY	CATEDETTE AGENCY FACTIVITY FAGCTOUNITE DESTRUME AGENCY NAME A OCTGUNET NAME CLASS CODE A COOLINT CODE - GLASS TITUE	300 W	AMOUNT
20]]	0)-03-03-030010-7627000 - DolT- IT for NHES 038- 500177 - Software Maintenance	05270000	\$10 , 875

EXPLANATION

The CA promistary 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, OHRS and Budgets), DolT Networks (NH IT Networks) and the Department of Safety (SPOTS database used by the State Police during traffic stops). The software has proven reliable and is deeply integrated into the applications and the operations management.

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

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

The CA contract conforms to the DoTT 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 627 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

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

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

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

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

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

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

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

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

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

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Section 1.2:	DELETE:
	
Product	The tables below detail the specific licenses with CA that comprise the Enterprise
Deliverables,	License Agreement (ELA) for the period commencing July 1, 2001 through June 30,
paragraph 1 and	2013 with the exception of the two licenses for the Department of Employment
the last table	Security which shall be renewed for the period commencing July 1, 2008 through lune
referencing the	30, 2010 only.
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Security	The tables below detail the specific licenses with CA that comprise the Enterprise
Dece. 103	the state of the s

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 10, 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.



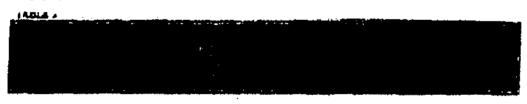
Initial all pages CA, Inc. Initials

DoTT Contract Amendment

Page 1 of 7,

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





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DolT Contract Amendment

Page 2 of 7

Section Desired and section in Section 19 20 Annual Contract of the

DELETE:

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

			······································
Information Technology	of MIVS product	usage rights up to 260 MIPS	
Dept, or Administrative Services	gei	usage rights up to 171 MIPS on any 1 CPU	
Dept. of Administrative Services	sa	usage rights up to 171 MIPS on any 1 CPU	July 1, 2008- June 30, 2013
Dept. of Salety	VSE product set	usage rights up to 171 MIPS on any- I CPU	July 1, 2008- June 30, 20[3
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	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 presented for the year of the MUPS increase and charged annually thereafter for the term of the agreement.

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

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



Initial all pages CA, Inc. Inhiab

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

REPLACE WITH THE POLLOWING:

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

Office of Information Technology	MVS produc	usage rights up to 260 MIPS	
Dept. of Administrative Services	1 F **	usage rights up to 171 MIPS on any 1 CPU	July 1, 2008- June 30, 2013
Dept. of Administrative Services	VM product	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, 2006- June 30, 2013

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

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

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

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



Initial all pages CA, Inc. Initials

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.

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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 POLLOWING:

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



Initial all pages CA, Inc. Initials

DolT Contract Amendment

Page 5 of 7

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

te of the control of			
Centraci #2009-007	Original Contract	July 1, 2008	\$2,857,289.00
Amendment #2009-007A	First Amendment (A)	July 1, 2009	\$ 9,977.00
Amendment #2009-0078	Second Amendment (B)	July 1, 2010	\$ 10,\$75.00

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 hereun	to set their hands as of the day and year first above written.
CA, Mr.	Date: 6/10/10
Corporate Signature Notatized: STATE OF Thurther.	
On this the 10 day of Two, e 20 Portoices Hosestet the personally appeared and acknowledged her/h	010, before me, , the undersigned Office \(\) \
of (A Inc. being at	corporation, and that she/he, as such attorized to do so, executed the foregoing instrument for a name of the corporation by her/himself as
IN WITNESS WHEREOF I hereunto sel my	hand and official seal.
Notary Public Justice of the Peace	Deteric Musicare Modery Public, State of New York
My Commission Expires: しんろうかり	Outsine in Bullon County Commission Explire June 23, 18 2 (5)
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Page 6 of 7



State of New Hampshire

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

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

Glenn Perlow

State of New Hampshire, Department of Justice

X

Initial all pages CA, Inc. Initials

Dol'T Contract Amendment

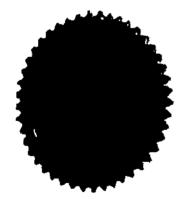
Page 7 of 7

State of New Hampshire Bepartment of State

CERTIFICATE

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

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



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

William M. Gardner Secretary of State

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:

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

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

YALERIE SUTERA
Notary Public, State of New York
No: 01SU6155363
QueMad 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

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 pulcy (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 Entitles providing for the use, Ilcensing or distribution of Company products by such Third Parties or Related Entitles

Excerpt 3

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

SUBDELEGATION OF AUTHORITY FOR EXECUTION OF SALES OR SERVICES AGREEMENTS

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

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

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

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

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

Dated: April 23 __ 2010

Namey E. Oppour Executive Vice President and Chief Financial Office

CA. Inc.

Copyright © 2010 CA. All rights reserved. CA confidential and prooriestry information in CA internal use only. No unauthorized copyrig or distribution permitted.

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Richard C. Balley, Jr. Chief Information Officer

STATE OF NEW HAMPSHIRE

DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301 603-271-2843 1-600-652-3345 x2843 Fax; 600-271-1516 TDD Access: 1-800-735-2964 www.nh.gov/dolf

May 12, 2009

Approved 16+C 6/17/9 #16

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

REQUESTED ACTION

Authorize the Department of Information Technology (DoIT), on behalf of the Department of Employment Security (NHES), to enter into a contract amendment, (Contract # 2009-007), with CA, Inc. (VC# 60170) of Islandia, New York, by increasing the contract amount by \$9,977 from \$2,857,389 to \$2,867,366 for the extension of maintenance, support, and licenses for the NHES CA Dynam and Easytrieve software from July 1, 2009 to June 30, 2010 upon Governor and Executive Council approval. The original contract with CA, Inc., which included these licenses, was approved by Governor and Council on June 4, 2008, Item # 4, 100% Other (Agency-Federal Punds). 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	Ymonut
D10 - 003 - 1660 - 0300 - 024 - 0230 - 7130400	20441	Technology- Software	2009	\$9, 977.00
TOTAL	٠			\$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, GHRS and Budgets), OIT Networks (NH IT Networks) and the Department of Safety (SPOTS database used by the State

May 12, 2009 Page 2

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 Comeil.

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

Respectfully submitted

Chief Information Officer

RCB/efg 2009-007A RID # 8452

Richard C. Balley, Jr. Chief Information Officer

STATE OF NEW HAMPSHIRE

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

: www.nh.gov/dolt

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

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

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

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

Sincerely

Richard C. Bailey, Jr.

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

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

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

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

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

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

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

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

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

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

Section 1.2: Product Deliverables, paragraph 1 and the last table referencing the	DELETE: The tables below detail the specific licenses with CA that comprise the Emerprise License Agreement (ELA) for the period commencing July 1, 2008 through June 30, 2013 with the exception of the two licenses for the Department of Employment Security which shall be rankwed for the period commencing July 1, 2008 through June 30, 2009 only.
Department of Employment Security	REPLACE WITH TER FOLLOWING: The tables below detail the specific licenses with CA that comprise the Enterprise License Agreement (ELA) for the period commencing July 1, 2008 through June 30, 2013 with the exception of the two licenses for the Department of Employment Security which shall be renewed for the period commencing July 1, 2008 through June 30, 2010 palls.

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DolT Contract Amendment Page 2 of 7

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	usage rights up to 171 MIPS on any 1 CPU	July 1, 2008- June 30, 2013
Dept of Administrative Services	VM product	usage rights up to 171 MIPS on any 1 CPU	July 1, 2006- 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	usego 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, 2003- June 30, 2013
Dept. Of	ALLFusion Products	Usage rights specified on Exhibit A	July 1, 2008- June 30, 2013

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

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

Supplemental Usage and Maintenance Fons (SUMF) are presented 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/C02 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 DolT Contract Amendment

Page 3 of 7

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

REPLACE WITH THE FOLLOWING:

This is a Firm Fixed Price (FFP) Contract in the total amount of \$2,667,366.00 This Firm Fixed Price Contract includes the following:

Office of Information Technology	MVS product set	usage rights up to 260 MIPS	
Dept of Administrative Services	VSE product set	usage rights up to 171 MIPS on any I CPU	July 1, 2001- June 30, 2013
Dept. of Administrative Services	VM product set	usage rights up to 171 MIPS on any 1 CPU	July 1, 2004- June 30, 2013
Dept. of Safety	VSE product set	usage rights up to 171 MJPS on any I 1 CPU	July 1, 2008- June 30, 2013
Dept of Employment Security	VSZ product sei	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, 2015
Dept. Of Health and Hisman Services	ALLFusion Products	Usage rights specified on Exhibit A	July 1, 2008- June 30, 2013

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

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

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

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

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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 Oovernov and Council through the Contract Amendment process.

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REPLACE WITH THE FOLLOWING:

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

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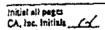
Exhibit C: Special Provisions of the Agreement is hereby amended as described in Table 3:

TABLES	
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	2. INSURANCE REQUIREMENTS
ADD:	Section 3.14.1: CA Interance Requirement of the Statement of Work
Section 2:	relating to insurance requirements reads:
Insurance	Comprehensive general liability insurance against all claims of bodily
Requirements	injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident;
,	is hereby amended to read:
,	Comprehensive general liability insurance against all claims of bodily , injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per lacident;

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

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Contract #2009-007	Original Contract	July 1, 200\$	\$7,857,389.00	
Amendment #229-007A	First Amendment (A)	July 1, 2009	\$ 9,977.00	

Except at provided hereis, 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, in	parties have hereunto set t	heir herds as of the da	ly and year first abo	VE WITTEN
CA, Iric.		Date: 5	409	
Corporate Signature November STATE OF 12111 OF		•		
COUNTA OF 20 1401	<u> </u>			
On this the <u>lo</u> day of <u>Orragory</u> Sirce personally appeared and of <u>CA</u> To C	acknowledged her/himse	before me, undersigned Officer of the the Management of the Management of the tenter of tenter of the tenter of the tenter of the tenter of tenter of the tenter of tenter o	Ac a rock	Account.
WAY Bake Pake	almed, by signing the name the countries	se of the corporation	by her/himself as	
IN WITNESS WHEREO	F I hereunto set my band A	Clad Gracial Bosti		
Noter Public/Junice of	the Poses			
My Commission Expires	= 6 33 Joil			
(SEAL)	Desarte Musicare Motory Public, State of New Yo	erk		
State of New Hampshire Richard C. Balley, Jr., Chief, Department of Information	No. 5000/20 Conflict to Sullet County Exemplished Supera Suns 23, 14 Minoring edition Officer Fectimology		117/02	
Approved by the Attorney Gel		and Execution)	(1/05	
Suzzo L'chmann State of New Hampshire, De	partment of Justice			
nitia) ali pege:		Do	T Contract Amend	ment Page 7 of 7
CA, Inc. leitleis		•		Lage / ox /

CA. Inc.

Certificate of Assistant Secretary

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

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

IN WITNESS WHEREOF, the undersigned has signed this Cartificate as of May 207 2009.

Assistant Secretary

STATE OF NEW YORK) COUNTY OF SUFFOLKS

SWORN TO AND SUBSCRIBED before me appeared Danald H. Kronenberg on this 211 day of May, 2009.

Mark F. Lottle
Notary Public, State of New York
No. 02LOS181484
Outsitted in Surfolk County
Commission Explant February 26, 2011

¥शक्षकव

DELEGATION OF AUTHORITY FROM THE BOARD OF DIRECTORS TO THE CHEE EXEGUTIVE OFFICER OF CA. INC. (Anti-19, 2009)

: Janes

As used in this postoy (the 'Polloy') regarding the delegation of suthority from the Soard of Directors to the Chief Executive Officer of CA, fine (the Storage of CA, fine (the Storage), the following meanings:

Exceptă.

a. "Constantial Sales Agreements" mean agreemente betereon the Company and Third Parties or Released Enfline providing for the use, scenaring or distribution of Company products by each Third Parties or Release or Company products by each Third Parties or Release Seatened Entities.

 'intollectual Property Agroements' mean Someing or other conveyances, to or from the Company, of rights arefor title to intellectual property senets.

Chartest Entity mastes any company holds on lateral, other then a charter or the transmission of the company holds on lateral other than a chartery.

 "Subsidisty" means any entity of which the Camping owns, directly or indirectly, over fifty percent of the voting power of outstending shares or other interests, or which the Company offerwhee controls.

 Third Party' means any antity other than the Company or any of its Related Entities or Substitutes.

Excess?

2. The authority to approve transactions, and to sub-islapsia the suthority to approve pareactions, within the following limits is delegated to the Chief Executive Officer of the Company:

क्षेत्रकार प्राप्तकारी क्षातंत्रकारी

a incellectual Property Agreements sins inchesced 550 million in considering the million, 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.

Excerpt 5: Other

b. Commercial Seles Agraements and other egreements, commitments, reports six fillings in the ordinary course of business.

NUMBERRY SECURISE TO SETTING AN MONLECKING TOA TITIONITES NO MULTIPOSTICIONES

such only) to enter into Sales or Services Agreements with Third Perfee or Related Entition. By resolution adopted on february 1, 2005, April 11, 2005, and June 7, 2005, the Beard of Brectors of CA, Inc., UN's Computer by the Chor Executive Inc., (Viv. Computer) delegated by the Chor Executive Officer (CEC) of the Computer line authority (Including the authority to subdelegate and redelegate and redelegate and redelegate and

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

TAP masse the Transaction Approval Process approved by the COO, CFO, EVP Worldwide Sales. Operations, EVP, Processes, EVP Pertures, 5VP Services, and Worldwide Law Department as in long

and posted on the CA interest at the time of execution.

Commended Selves or Services Agreements Includes agraements that allow for the use, Econoling, or

distribution of Company products by Third Perties or Related Brittes or the province of services to

an equity interest of 20 percent or more, or relative of such penon. Perfected Entity" streams, with respect to any persons, any authoritinally entity in which such persons has

"Sales DOA" means the Delegations of Authority for Commercial Sales of Services Agreements and

Articlestud Property Asset Sharing Agreements as in force and posted on the CA intent of the United

Third Party" means say paraon other than the Company or one of the Company's Marked Entitled.

by subdetagestion defeat October 13, 2006, the CSO detegrand to the CPO the authority is subdetagests or redelegates the authority is seen than Sales or Sales or Sales or Sales or Sales or Derivation on behalf of the authority, I havely ackededepate authority to entire hits Sales or Sales or Release or Release of the Inquities after receipt of widering of the Inquities approved the Sales or Sales or Release or Release or Release or Sales after receipt of the Sales

CROOM V. STROUGH

The Subdelegation of Authority for Execution and Delivery of Sales of Services Agreements (the

Exercition DOA's shall be updeted ment detegations of authority. "Execution DOA" shall be updated from time-to-sine and the theory and the posted on the CA

THE PROPERTY OF COLUMN Nandy E. Cosper Executive Vice Interident and Presument : bases

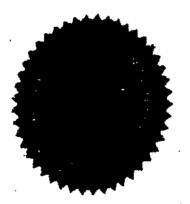
שני זעכי

State of New Mampsqure Bepartment of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CA, Inc. db/s CA - IT Management Software in New Hampshire, 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 Scal of the State of New Hampshire, this 8th day of May, A.D. 2009

William M. Gardner Secretary of State

S. 5245....



Richard C. Balley, Jr. Chief Information Officer

OFFICE OF INFORMATION TECHNOLOGY

Office of the Governor 27 Hazen Dr., Concord, NH 01301 603-271-2843 1-800-852-3345 x2843

603-271-2843 1-800-852-3345 82843 Ear: 603-271-1516 TDD Access: 1-600-735-2964

Tune 4,2008

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 \$22,857,389 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	\$503,86994
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), Off Networks (NH IT Networks) and the Department of Safety (SPOTS database used by the State Police during traffic stops). The software has proven reliable and is deeply integrated into the applications and the operations management.

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

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

DHHS New HEIGHTS is planning an application re-development project during the next biennial budget which may require additional Central Processing Unit (CPU) capacity. In planning for this event, pricing for software costs was requested from CA and other software vendors. There are two cost components in software upgrades, an upgrade fee and an increase in the annual maintenance fee. CA reduced their upgrade fees from \$461,266 to \$120,028, resulting in a savings of \$341,236 when the upgrades are required. The increase in the CA annual maintenance fee was also reduced from \$87,743 to \$21,052, resulting in an additional annual savings of \$66,421 once the upgrades have taken place. The anticipated annual maintenance fee savings over the five-year lifespan of this agreement is expected to be \$204,413. Currently, there are two upgrades planned to allow for the purchase of the required capacity to avoid an overcapacity purchase situation. These savings resulted from indicating to CA our willingness to explore products from alternative vendors. In the event the additional CPU capacity is not purchased, \$120,028 in software upgrade fees and a total for the five years of \$72,673 in annual maintenance fees will not be expended.

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

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

and Honorable Executive Council May 19, 2001 Page 3

The CA contract conforms to the OIT Strategic Goal of Improving and Standardizing State Government Information Technology Infrastructure, specifically Software Procurement Streamlining as documented in the New Hamprhire 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 subjetitled

Richard C. Bailey, Ir. Chief Information Officer

RCB/efg RID #s 6715, 6920, 6921, 6922, 6923

0

CONTRACT AGREDMENT

The State of new Resorbage and the Contractor hereby mutually agree as follows:

CENTRAL PROVIETORS				_
1.1 State Agency Name		1.2 State Agency Address		
	State of New Hampdore Office of Information		27 Hazen Drive, Concord, NE 03301	
Technology			•	1
1.3 Contractor Name		J.A Contractor Address		┪
CA. Inc		One CA Plaza.		l
. ,	•	Intende, MY 3 1749	••	1
LS Account No.	1.6 Completion Date	1.7 Audit Day	1.5 Price Limitation	-
See Contract Agreement -	June 30, 2013		\$ 2,857,389,00	
Account Codes on the	1	}		}
following page	1	•		!
1.9 Contracting Officer for State	Approv	1.10 State Agracy Telephone N	unites	i '
Richard C. Bailey, Jr.		603 223-5703		<u> </u>
1.11 Commeter Signature		1.12 Name & Tale of Consector	Signer	
LIGALA SOLOLA	10 2/90/08	Maria Speciale M	lanacer, Sales Acc	antim
1.13 Asknowledgement State of	LUZ TOWNOD, VIL	401K		J
•	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			
On 5:30.03 . Med	re the undersigned officer, ;	personally appeared the person lider	rdfied in block 1.12 or	
		in block 1.11, and acknowledged	that the executed this	
document in the expectly ledient 1.13.1 Signature of Noticy Publi	co to block 1,12.		<u>-</u>	
1.13.1 Signature to recory ruce	COL YORNICE DI CHE LENCE	•	j	
	lusicaso	-		
1,13.2 Name & Title of Houry of	Rusice of the Peace			
Dearre Musica	CO Notacy	<u> </u>		
1.14 State Ageory Salamyte a)	no-	1.15 Name/Tide of State Agency Richard C. Balley, Jr. , Chief Info		
1.16 Approval by Department of I	criomel (Rate of Compens	ation for Individual Consultants)		
Ву;		Director, On:		
1.17 Approval by Attorney Gener	LOForm, Substance and Ese	cution)	1 1	
By: /2	<u></u>	Assistant Attorney General, On:	5/21/08	
1.11 Approval by the Governor &	Council	Salesian Kanaral Americal Com-		
		_	1	
Ву		On:		•

2009-007 OFF CA Contract-Statement of Work Initial All Pages:

CA's mitials:_

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CONTRACT AGREEMENT

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

*Account Number	Budget Line	Description	Fiecai Year	Amount
010-003-1670-0100-096-0230-7130460	19392	Technology- Software	.2009	\$503,86994
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
010-003-1670-0300-096-0230-7130450	TBD	Technology- Software	2010	\$594,718.00
0 0-003-1670-0100-096-0230-7130460	TBD	Technology- Software	2011	\$ 617,763.00
110-003-1670-0300-096-0230-7130460	TBD.	Technology- Software	20) 2	\$ 551,994.00
010-003-1670-0300-094-0230-7130460	TBD	Tectoology-	2013	2 551 994.00
TOTAL	<u> </u>	1		\$2,857,389.00

These account members are listed for State's record kneping purposes only.

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8:14	INSIGANCE
8.15	WAIVER OF EVENT OF DETAULT
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8.17	ANGENDREST
1.11	CONSTRUCTION OF CONTRACT AND TERMS
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#.20	HEADWOI
\$.21	Сонтнаст Вольтв
1,22	SIRVIVAL TO THE PROPERTY OF TH
8,23	ENTIRE CONTINCT

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TERMS AND DEFINITIONS
Copinalized series used in the Contract shall have the meanings riven below:

ACCEPLETOR	Notice from the State that a Deliverable has satisfied		
Acceptance	Acceptance Test or Review.		
Agreement	A accuract duty executed and legally bleeding.		
CA	CA, Inc. having in principle place of business et Out CA Plane, Islandis, New York 11749		
Confidencial Information	information required to be hop confidential from unsufterized disclosure under the Contract.		
"Control" or "Agreement"	License and Main susance of Utility Software Contract 2009-007		
Contract Documents	Documents that comprise the Contract (See Statement of Work, Section 1.1)		
Contract Deliverables	Software Licerance and Maintenance and Technical Support Services provided by CA to the Steet under the Contract.		
Contract Managera	The persons identified, in the Statement of Work (SOW), Section 4: Contract Management		
Date	Signa's recents, files, forms, duta and other documents or information in either electronic or paper flures.		
Documentation	All information that describes the installation, operation, and use of the Software, either in pristed or electronic format.		
Deliverables	Standard software licenses, militenance including upgrades, patches and fixes, and bely deak and included support provided to the State by CA under the Contract.		
Effective Date	The date on which the Contract takes effect upon Covernor and Executive Council approval.		
Firm Fixed Price Commo	A contract with a fixed price that is not subject to increase, i.e., adjustment on the basis of CA's cost experience in perfuming the Contract.		
GAAP	Generally Accepted Accounting Principles		
Governor and Executive Council	The New Hampshire Governor and Executive Council		
Initial Term	July I, 2008 Grough Ame 30, 2013		
Licensed Program	Software License granted to the Siste by CA		
Licenses	New Hampshire, Office of Information Technology, or its authorized agents. No other third person shall be, or be desired to be, entitled to the use or benefit of the Licensed Program at any State site.		
Licensee Site	Shall mean the data center sizes) identified in Exhibit C: Special Provisions, which are owned, operated or controlled by		

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	the Sinte.
KIPS Capacity	Shall mean the eggregate computing power (expressed in
	millions of instructions per second and rounded to the next
1	even multiple of 10) of all computers located at the Licensee
	Site(a), or which can remotely access such computers,
	irrespective of the platform designation of the hardware or
	operating systems, provided that such remote computer is
, ,	capable of accessing using, executing or benefiting from the
·	licenses.
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
	Centract
Noe-Exclusive Contract	A contenct executed by the State that does not restrict the State
·····	from socicing alternative sources for the product or service.
Non-Software	Deliverables that are not Software Deliverables, e.g., meetings,
Deliverbles	belp support
Office of Tefanostian	The Office of Information Technology established under RSA
Technology (OFT)	4-D within the Office of the Odvernor.
Order of Precedence	The order in which Contract/Documents preside in the event of
	a conflict or embiguity.
crpetual .	A perpensal license grants perpensal use of the Licensed
	Programs denoted as Perpetual on Exhibit A stached hereto.
	Maintenance shall be for the Initial Term, Maintenance
···	thereafter shall be subject to an amendment to this contract.
TOPOSE	CA's written proposal submitted to the State for license
	repewal cost contagnment.
oftware Licenso	Licenses granted to the State under this Contract.
oftware Support Level	A failure, deficiency, or defect resulting in the Software not
	conforming to its Specifications.
•	
	Severity Level 1 -Urgent situations when the State's
	production system is down and the State is mable to use the
	Software. CA's technical support staff will, if possible, accept
	the State's call for maintance at the time the Smit 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
	workstound. The State must also be available 24 hours a day
•	so that any further documentation required by CA to continue
	work may be obtained from the State. Should the State's
	representative not be available to provide CA with any

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

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1

	required documentation, information or assistance, the Severity
	Level for the support laste will be downgraded to a Severity
-	Level 2, and shall remain downgraded state CA is provided all
	required documentation, information and assistance. CA shaff
	use in diligent efforts to baselie Severily Level I problems as
1 .	quickly as postfole.
· .	Severity Level 2. A critical activate system has significant
1	partners and/or fallow precluding his successful operation, and
	mostly codementing the State's cavirodrates. The Software
	many operate but is severely restricted (for extensive, a
}	frequently used subcommend gives an incorrect response).
]	
1 .	Servetty Level 3. A minor problem exists with the Software
1	has the majority of the functions are still temble and spore
	circumvention may be remaind to provide service (for
j	example, an infrequently used attrouvered gives an incorrect
	response).
,	Severity Level 4. A very minor problem or question that door
	not affect the Saftware's function (for exemple, the text of a
	motes pe in worded proving or enterpolited
	Statement of Work
LSOW	
Sociación de la contraction de	The printing executionations that on forth the paquirements which
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	The written specifications that on first the requirements which include, without limitation, file RFP, the Proposal, the Contract, "eny performance standards, Documentation, applicable state and finderil paticles, laws and regulations, State reclamical standards, subsequent faste-approved
	The written specifications that on firth the requirements which include, without limitation, file RFP, the Proposal, the Contract, "any performance standards, Documentation, applicable state and foderal paticles, laws and regulations, State technical standards, subsequent fasts-approved Deliversibles, and other specifications and requirements
	The written specifications that on forth the requirements which include, without limitation, file RPP, the Proposal, the Contract, any performance standards, Documentation, applicable stan and fadoral patiets, laws and regulations, State technical research subsquare faste-approved Deliverables, and other specifications and requirements described in the Contract. The Specifications are incorporated.
	The written specifications that on forth the requirements which include, without limitation, file RPP, the Proposal, the Contract, any performance standards, Documentation, applicable state and fodoral patiets, laws and regulations, State technical rounderts, subsequent faste-approved Deliverables, and other specifications and requirements described in the Contract. The Specifications are knowported, by reference, as through completely set forth herein.
Specifications	The written specifications that on forth the requirements which include, without limitation, file EPP, the Proposal, the Contract, any performance mandante, Documentation, applicable state and federal patiets, laws and regulations, State technical rounderth, subsequent faste-approved Deliverables, and other specifications and requirements described in the Contract. The Specifications are incorporated, by reference, as though completely set forth herein. State of New Hampstore.
	The written specifications that on forth the requirements which include, without limitation, file EPP, the Proposal, the Contract, any performance mandante, Documentation, applicable state and federal paties, laws and regulations, State technical rounderth, subsequent Saste-approved Deliverables, and other specifications are requirements described in the Contract. The Specifications are incorporated, by reference, as though completely set forth herein. State of New Hampsfurt, Office of information Technology
Specifications	The written specifications that on forth the requirements which include, without limitation, file EPP, the Proposal, the Contract, any performance mandante, Documentation, applicable state and federal patietes, laws and regulations, State technical rounderth, subsequent faste-approved Deliverables, and other specifications are requirements described in the Contract. The Specifications are incorporated, by refrence, as though contractory of forth herein. State of New Hampsfurt. Office of information Technology 27 Hazen Drive
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Specifications	The written specifications that on forth the requirements which include, without limitation, file RPP, the Proposal, the Contract, any performance standards, Documentation, applicable state and finderil patiets, laws and regulations, State technical rounderth, subsequent Same-approved Deliverables, and other specifications and requirements described in the Contract. The Specifications are incorporated, by reference, as though completely set forth herein. State of New Hampshire, Office of Information Technology 27 Hazze Drive Concord, NH 03301 State a information, regardless of its form, that is not subject to
Specifications Sme	The written specifications that on forth the requirements which include, without limitation, file RPP, the Proposal, the Contract, any performance standards, Documentation, applicable state and fideral patiets, laws and regulations, State technical rounderts, subsequent Saste-approved Deliverables, and other specifications and requirements described in the Comment. The Specifications are incomporated, by reference, as though completely set forth herein. State of New Hampstore, Office of information Technology 27 Recent Drive Concord, NR 03301 State's information, regardless of its form, that is not subject to making disclorure under applicable state and federal laws and
Specifications State Confidencial	The written specifications that on forth the requirements which include, without limitation, file RPP, the Proposal, the Contract, any performance standards, Documentation, applicable state and finderil patiets, laws and regulations, State technical rounderth, subsequent Same-approved Deliverables, and other specifications and requirements described in the Contract. The Specifications are knowported, by reference, as though completely set forth herein. State of New Hampstare, Office of Information Technology 27 Hazze Drive Concord, NH 03301 State's information, regardless of its form, that is not subject to public disclorate under applicable state and federal laws and regulations, including but not ligated to New Hampshire RSA
Specifications State Confidencial	The written specifications that on forth the requirements which include, without limitation, file RPP, the Proposal, the Contract, any performance mandante, Documentation, applicable state and federal patiets, laws and regulations, State technical rounderth, subsequent faste-approved Deliverablus, and other specifications and requirements described in the Contract. The Specifications are incorporated, by reference, as though completely set forth herein. State of New Hampster. Office of information Technology 27 Hezen Drive Concord, NH 03301 State's information, regardless of as form, that is not subject to public discloruse under applicable state and federal tews and regulations, including but not limited to New Hampshire RSA Content 91-A.
Specifications State Confidencial	The written specifications that on forth the requirements which include, without limitation, file RPP, the Proposal, the Contract, any performance standards, Documentation, applicable state and finderil patiets, laws and regulations, State technical rounderth, subsequent Same-approved Deliverables, and other specifications and requirements described in the Contract. The Specifications are knowported, by reference, as though completely set forth herein. State of New Hampstare, Office of Information Technology 27 Hazze Drive Concord, NH 03301 State's information, regardless of its form, that is not subject to public disclorate under applicable state and federal laws and regulations, including but not ligated to New Hampshire RSA
Specifications Sinte State Confidencial Records	The written specifications that on forth the requirements which include, without limitation, file EPP, the Proposal, the Contract, any performance mandants, Decumentation, applicable state and federal policies, laws and regulators, State technical resedents, subsequent featu-approved Delivershius, and other specifications are incorporated, by reference, as though completely set forth herein. State of New Hampshirt, Office of Information Technology 27 Hazen Drive Concord, NH 03301 State's information, regardless of a form, that is not subject to public disclorate under applicable state and federal laws and regulations, including but not limited to New Hampshire RSA Chepter 91-A. Arry information contained within State systems in electronic or never format.
Specifications State Confidencial Records State Data	The written specifications that on forth the requirements which include, without limitation, file EPP, the Proposal, the Contract, any performance mandants, Decumentation, applicable state and federal policies, laws and regulations, State technical researches, subsequent featu-approved Deliverables, and other specifications are incorporated, by reference, as though completely set forth herein. State of New Hampshire, Office of information Technology 27 Recen Drive Concord, NH 03301 State's information, regardless of as form, that is not subject to public disclorate under applicable state and federal laws and regulations, including but not limited to New Hampshire RSA Chepter 91-A. Any information contained within State systems in electronic or paper format.
Specifications Sinte State Confidencial Records	The written specifications that on forth the requirements which include, without limitation, file EPP, the Proposal, the Contract, any performance mandants, Decumentation, applicable state and federal policies, laws and regulators, State technical resedents, subsequent featu-approved Delivershius, and other specifications are incorporated, by reference, as though completely set forth herein. State of New Hampshirt, Office of Information Technology 27 Hazen Drive Concord, NH 03301 State's information, regardless of a form, that is not subject to public disclorate under applicable state and federal laws and regulations, including but not limited to New Hampshire RSA Chepter 91-A. Arry information contained within State systems in electronic or never format.

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Subcontractor	A person, partnership, or company subcontracted by CA to perform under the Contract
Teno	Initial period of the Contract and any extensions thereof.
UMF	A UMF (Upage 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.
Waterinty Services	The warranty services CA will provide the State during the Warranty Period.

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This Contract (this "Contract" or "Agreement") is by and between the State of New Hampthire, 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 traintenance, upgrades and archaical support services to the State; and

CA wishes to provide the Softwere Liocenes to the State and provide the ensistemence, upgrades and mechanical support services to the Same, all in accordance with the provisions of this Agreement.

NOW THEREPORE, in consideration of the foregoing, the minus! coverants and promises contained horein, the parties agree as follows:

1. CONTRACT DOCUMENTS

Contract Documents

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

Statement of Work

Contract Deliverables e. Exhibit A Price and Payment Schedule b. Exhibh B

Special Provisions e. Exhibit C & Exhibit D Administrative Services

Maintenance and Technical Support Services e. Exhibit E Software License and Related Turns

L Exhibit F Wattedity g. Buhibit ()

Contractor Proposal dated April 17, 200\$ Exhibit H

CA Certificate of Vers Exhibit CA Certificate of Authority Exhibit J L. Exhibit K CA Certificate of Imparance

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. Echibin A. B. C. D. E. F. G. I. J. K.

c. Proposal, Exhibit H.

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1.3 Non-Exclusive, Firm Fixed Price Contract

This is a Firm Fixed Price and Non-Exclusive Commer with price and letter /mitalious as set forth in the Contract.

The State may, at lik discretion, retrin other contractors to provide the Contract Deliverables procused under the Contract CA will not be responsible for any delay, act, or emission of such other contractors, except that CA shall be responsible for any delay, act, or ordisation of the other contractors if such delay, act, or ordisation 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 while 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 such, (together, the Initial Term and any extension thorsof shall humafter 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 such extended term, up to but not beyond June 30, 2016.

Norwithstanding anything to the contrary in this Contract, any Contract extensions beyond lare 30, 2013 thell require as amendment in writing signed by the State and by CA and shall be subject to approval of such amendment by the Governor and Conneil.

1.2 Superreded Licenses

All licenset respecting use of the Licensed Program(s) granted to the State by CA or any of its predectaors 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 scores to the Licensed Programs by the State at the licensed installation site shall be controlled exclusively by the larget of this License as amended hereby.

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Pahibit A: Contract Deliverables.

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Product for the State's see during the Terra, on the state terms and conditions that the the Liceased Program, without additional damps to the Liceased Program, without additional to CA's other sustainers. product (typically containing new function in addition to or different from existing

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subject to CA's prior written consents and payment of the applicable form. Lines mentannia to the supplicable Authorited the Lineanian and becaused approval, and subject to the amendment process destribed in SOW, Section 8.17, Amendment, including but not limited to Covernor, and Council approval. Use of a Supplemental License See of the Contract and sgreet to with appropriate State Any increase therestive in licensect MIPS Copacity shall be subject to Section 2.7;

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rystem(s) to run on a single computer simultareously.

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2.7 Upgrade MIPS Capacity - Supplemental Fees

The Site may approach 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 Pees (SLF) and increased Supplemental Usage and Maintenance fees (SUMF) based on the fire achedule detailed in Exhibit B: Price and Payment Schedule.

In each sessence, the Supplemental License For and Supplemental Usage and Maintenance for shall be biliable upon the Santa's giving motice to CA of its desire to increase the ficensed MIPS Capacity. The State shall pay the fee within thirty (10) days of CA's receipt of the State's written notice to apprade, notwithstanding any installment payment schedule for the initial license fee. The License For and Usage and Maintenance fee shall be promised 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 especiny increase and the SUMF for a 73 MIP increase would apply at the same time. If this event occurs, any increase is the annual payment amount, over the authorized amount in this contract, would have to be appared by Governor and Council through the amendment process described in SOW, Section 2.17, Amendment.

2.8 MIPS Capacity Calculation

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

29 Future Product Discount

At any time after the first anniversary of the Effective Date of the Contract and print 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 concel this Contract with respect to the Software Licenses ("Concelled 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 coase all use of the Cancellat Program, promptly detect and either destroy or return to CA all copies of the Cancellad Program and centrely in writing as to such deletion and destruction or return; and (c) CA shall gramt 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 section and on each subsequent anniversary thereof (the "Discount"). Exhica to dully payment of the licenses fees due hereunder, the Saste may apply the Discount award satisfaction of up to fifty (50) percent of the herallments of CA's prevailing license fees for licenses servly licensed after the dist of the Notice and during the Term of the Contract under CA's multi-year payment options. The Discount may not the combined with any other discount or credit these multiple to the Saste, no portion of the Discount shall be reinstanced in casts, and so portion of the Discount shall survive expiration of the Term of the Contract, Nothing herein shall affect the Saste's obligation to pay the fees set forth herein.

1. COMPENSATION

3.1 Contract Price

The Contract price, method of payment, and terms of payment are ideallied in Contract Debible B: Price and Payment Schadule.

4. CONTRACT MANAGEMENT

4.1 CA Contract Manager

CA shall earign a Contract Manager who shall be responsible for all Contract sufficiention and obtaining required Contract authorizations. CA's Contract Manager in:

Kevin Higgins
Senior Business Manager
CA, Inc
160 Bridge Street
East Windsor, CT 06088-9548
Phone 860-6274-871
Par 860-654-1528
Kovin.higgins@cu.com

4.2 State Contract Manager

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

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

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TEL: (403) 223-5701 RAX: (403) 271-1516

EMAIL: frank catanese Poit in a gov

43 Records Retention and Access Requirements

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

CA shall maintain books, records, documents, and other swidenes of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect enterinvoiced 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 suisting 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 imposition, examination, sudit and copying by personal 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 sod access to such records shall be at no cost to the State during the first (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 extention and review requirements of this section in any of its subcontracts.

The State agrees that books, records, documents, and other evidence of accounting procedure 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 Deliverships provided under the Contract is calculated or derived from the cost structure or profit factors.

4.4 Accounting Requirements

CA shall examinate 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. DELIVERABLEŠ

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 personality described in Exhibit A: Contract Deliverables

5.7 Software

CA shall provide the State with Software Licenses and Documentation required under the Contract, and more particularly described in Bublish P: Software License and Released Torons.

53 WETTERTY

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

S.A. 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 Enhibit E:
Maintenance and Technical Support Services.

6. INTELLECTUAL PROPERTY

6.1 State's License

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

6.2 State's Bunlaces

All right, little and interest in State Dan 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 stating, re-ticeness, sent or lesse the Software or use the Software for third-party training, coordinated time-sharing, or activise 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 disclore any Same Confidential Information. Subject to Section 7: Use of State is Information, Confidentiality, CA shall be free to use its general knowledge, sldlis and experience, and any ideas, concepts, know-how, and socialisms that are acquired or used in the course of its performance under this Contract.

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Multipartimiting the foregoing, the parties agree that the general browledge referred to bore may in no event include: records of grand juries and perit juries; records of partie and pardoe boards; personal action) meerds of papils; meerds pertaining to internal personal practices, financial information, test questions, ecoring keys and other examination data use to administer a licensing examination, examination for employment, or academic examination and personnel, medical, welfers, library use, video kps sale or remail, and other files containing personally identifiable information that is private in mature.

7. USE OF STATES INFORMATION, CONFIDENTIALITY

7.1 Use of State's Information

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

7.3 State's Confidential Information

CA agree to maintain the confidentiality of and protect from unauthorized use, disctosure, publication, and reproduction, all State Confidential Information that becomes available in CA in connection with its performance under the Contract, regardlers of its form. Any disclosure of the State's Confidential Information shall require prior written approval of the State. CA shall introduced protects for State if any require, subports or other legal process is served upon CA regarding the State if any require, subports, and CA shall cooperate with the State is any effort it undertaken to contest the subports or other legal process at no additional cost to the State. In the event of unauthorized use or disclosure of the State way immediately pursue say remody at law and in equity, including, but not limited to, injunctive relief.

7.3 CA's Confidential Information

Insofar at CA seeks to maintain the confidentiality of its confidential information, CA must electly identify in writing the information it claims to be confidential. Notwithstanding the foregoing, the State acknowledges that CA confident 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, ESA Chapter 91-A. In the event the finds receives a request for the information identified by CA as confidential, the Sum shall swifty 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 20 additional expense to the Suets. Any effort to probibit or enjoin the release of the information shall be CA's sole repensibility and at CA's sole expures. If CA falls to obtain a court order enjoining the dischours, the State shall referre the information on the date specified in the face's notice to CA without any State liability to CA.

7.4 Survival

This Section 7: Use of State's Information, Confidentially, shall curvive termination. of the Costract.

& GENERAL PROVISIONS

8.1 Canditional Nature of the Contract

Norwidestanding any provision in the Constact to the country, all obligations of the Stree, including, without limitation, the continuence of payments, are continuence upon the availability and continued appropriation of least, and in so event that, the State be liable for any payments in execute of such available appropriated funds. In the event of a reduction or termination of those fund, the State shall have the right to withold payment until such funds become available, if ever, and shell have the right to terminate the Covernot insented intelly upon giving CA motion of such termination to nuch event, all Term Software Licenses, derignated in Rabibis A. gramed herounder shall immediately terminate and the State shall bennediately coase are of the Software, delete the Software from all of in 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 Centraci Agraphian in the event funds in that account are reduced or unavailable.

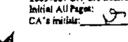
8.2 Compilance by CA with Laws and Regulations: Equal Employment Opportunity

\$2.1 In connection with the performance of the Centract, CA shall comply with all statutes, laws, regulations, orders of federal, State, county or municipal surborities which impose any obligation or duty open CA, including but not limited to, civil rights and equal exportantly laws. CA shall also comply with all applicable total. State and federal liceraing requirements and Handards 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 maploymes or applicants for employment in violation of applicable State or federal laws, including but not limited to non discrimination because of race, talor, religion, creed, age, sex, bandlesp or national origin and will take affirmative action to prevent such discrimination.
- 8.2.3 If the Contract is funded in any pert by recries of the United States, CA shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (4) C.P.R. Pan 60), and with any rules, regulations and guidelines as the State of New Hempshire or fite 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 assertaining compliance with all rules, angulations and orders, and covenants and conditions of the Contract.
- 8.) Regulatory/Government Approvals

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

#.4 Access/Cooperation

As recovery 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, activate systems, security systems, and hardware.

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

8.5 Personnel

- 8.5.1 CA thall not him, and shall permit no Subcontractor or other person, firm or emporation with whom it is engaged in a combined affort hereunder, to him any person who is a State officer or employer, checked or appointed.
- 8.5.2 The Chief Information Officer ("CIO") of the Officer of information Technology, or his designee, shall be the State's representative. In the event of any dispute governing the interpretation of the Course, the CIO's decision shall represent the final position of the State.

8.6 Dispute Resolution Personnel

Prior to de filing of any formal proceedings with respect to a dispect (other than an action sucking injunctive relief with respect to intellectual property rights or

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Confidential Information), the purty believing itself againsted (the "invoking Perty") thall call for programtive menagement implement in the dispute negotiation by written notice to the other party. Such entire shall be without prejudior to the invoking Perty's right to any other remody permitted by this Commet.

The period shall me all reductable efforts to arrange personal meetings and/or triophone conference as needed, at meanally convenent times and places, between negotiators for the period at the following successive meangement levels, each of which shall have a period of allotted time at specified below in which to attempt to remove the dispute:

Server Beschriften Sternenefhiller and Schodule Table

LEVEL	CA:	TRESTATE	CUMULATIVE ALLOTTED TIME
Primary	Karin Higging* Er. Business Marsigur	Pennit Cottanoso, Descine.* Contract/Project Mininger	5 Bestream Duys
Fiex	Jack Landy" Area Bestoces Manager	Frank Catangas Disctor® Contract/Project Hamper	10 Business Days
Second	Berndette Nizon" SVQ - Ares Manager	Richard C. Balley, k. Chief Information Officer	15 Business Days

Or their successors

The allocated time for the first level negotiations shall begin on the date the invoking Perty's neglec is received by the other party.

8.7 Termination

\$:T.(Termination for Default

Usion otherwise provided in the Contract, he Stere shall provide CA written notice of material default, and CA must care the material default within aixty (50) 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.

8.7.1.3 In the event of material default by the lasts, CA shall provide the State with written notice of default, and the State shall cure the default within eighty (60) days of its receipt of the notice of default, unless otherwise extended by CA.

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blo mmedy conformed under the Contract is intended to be exclasive 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 temedies shall not constitute a waiver of its right to pursue other legally available remedies.

8.7.2 Terrelantion for Convenience

- 8.7.2.1 The State may, at its talk discretion, tensinest 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 remonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the State from such winding down and necessition of Services.

\$.7.3 Termination for Conflict of Interest

- 8.7.3.] The State may terminate the Contract by written notice if it reasonably determines that a material conflict of interon exists as defined by New Hampshite Size Law (a "Conflict"). In such case, the State, shall be entitled to a pro-rated refund of any current Maintenance and Support Services for for the then-current Maintenance and Support Services form. The State shall pay all other contracted payments that would have become due and payable.
- L7.3.2 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 Terraination Procedure

\$.7.4,1 Upon termination of the Contract CA shall:

a. Take such action as the State directs that is reasonable and customery 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,

1009-007 OFF CA Contract Initial All Pages CA's initials:

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un as applicable, to the State and deliver in the number, at the times, and to the exect directed by the State, any property which is required to be finished to the State and which has been screpped or requested by the State; and

- c. Provide written Certification to the State that CA has aurenduced to the State all swid property.
- 8.7.4.2 Upon any termination of the Contract, the State shell with respect to any term Software License:
 - (i) Immediately coses using the influere; (ii) return to CA all copies of the Software and the Documentation; and (iil) delete accepys the mort resembed the

Force Majoure

Meldier CA now the Sonic shall be responsible for delays or falleres in performance resulting from events beyond the control of such party and without feelt or negligence of such party. Such evenu shall lumbrie, he and he limited to, sen of God, sprices, lock outs, rices, and acts of War, epidemics, acts of Government, fire, power falleres, nuclear accidents, merinquakes, and unusually severe weather.

Change of Ownership

in the event that CA, should change ownership for any amon wintsoever, and in the event such new owner fully assured the Contract in accordance with Contract provisions (Section 6.11: Assignment, Delegation and Reconstructs), including the not limited to all obligations under the Corruct, the Sate shall have the option of continuing under the Contract with CA or its successors or assigns for the full remaining term of the Courset.

8.10 CA's Relation to the State

In the performance of the Contract, CA is in all respects on independent contractor, and is smither an agent now an employee of the State. Neither CA now any of its officers, employees, agents, or members shall have authority to bind the State or receive any benefits, worker's compensation or other enalments provided by the State to its employees.

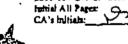
8.11 Assignment, Delegation and Subcontracts

\$.11.1 CA shall not essign, delegate, subcontract, or otherwise transfer any of its interest, rights, or derice under the Contract without the prior written consent of the State, which consent shall not be unvestonably withheld. Horwithstanding the foregoing, nothing bereis shall prohibit CA from assigning the Contract to the successor of all or substantially all of the assert

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

II.11.3 CA shall remain wholly responsible for performance of the entire Contract regardless of whether assignces, delegates, Subcontractors or other trateferes ("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 tender 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 avent of default of the provisions of the Contract, and the State sawy consider CA to be the sole point of contact with regard to all contracts; including payment of any and all charges resulting from the Contract.

8.12 Indemnification

- \$.12.1 CA shall defend, indemnify, and hold harmless the State, its officers and employees, from and against any and all insees 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, arking out of for which may be claimed to arise out of the acts or emissions of CA in connection with its obligations under this Contract.
- 8.12.2 Norwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.
- 8.12.3 Servival
 This Section 8.12, Indemnification, shall servive termination of the Control.

£13 Liability

&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 antificable defenses or immunities.

BIJJ CA

Subject to applicable laws and regulations, is no event shall CA be liable for any consequential, special, indirect, indicatal, positive or ecomplery demanter and CA's liability to the State shall not exceed one and one half (1.5X) times the total Contract price, excluding maintenance forc, except as otherwise provided in Section 8.12: Indescriptories, herein, and except with respect to breaches of confidenciality by CA herometer as provided in Section 7: Use of Store's Information, Confidentiality. The limitation of liability in Section 8.13.2 should not apply to CA defense and indomification obligations set forth in Session 1:12 Indemnification and Section 7; Use of State's Information, Confidentality.

#13.3 State's Summerly
Notwithstanting the floregoing, nothing bereis recurred shall be deemed to
constitute a waiver of the sovereign immerity of the State, which immerity is hereby reserved to the State. This coverest shall curvive excelestion or Contract cottobusing.

2.14 Incurance

CA farmente Requirement L14.1

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

- s. Comprehensive general Hability immunest against all claims of bodity minry, death or property decrease, in emount of not less than \$250,000 per eleim and £2,000,000 per incident; and
- h. The policies shall be the straderd form suployed in the State of New Hampshire, issued by underwriters exceptable to the Sprin, and authorized to do business in the Stare of New Hampshire. Each policy shall contain a clause prohibiting concellation or medifications of the policy coeffice them ton (10) days after written notice thereof has been received by the State.
- c. Argually, on its insurance againversary date, CA shall provide the State with a copy of the ACORD insurance form indicting that CA's insurance a current.

1009-007 OFF CA Contract Initial All Pages: CA's initiate:

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\$.15 . Waiver of Event of Default

He feiture by either party to enforce any provisions benefit and safe any event of default shall be described a walver of its rights with regard to that event, or any subsequent event. No express fullure of any default shall be described a waiver of the right of either party to enforce each and all of the provisions bereal upon any further or other default on the part of the other party.

. 1.16 . Notic

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, is a United States Post Office addressed to the parties at the following addresses.

TO CA. INC.: General Coursel TOSTATE:
Frank Caranese

CA, Inc. One CA Plaza Director State of New Hearpshire

Islandia, NY 17749 Tet (\$00) 225-5224 27 Hasen Drive Concord, NH 03301 Tel: (603) 223-5701

8.17 Amendment

The Contract vary be arrended, waived, or discharged only by an instrument is writing signed by the perties hereto and only after approval of such amendment, walver or discharge by the Governor and Executive Council of the State of New Hampshire.

8.18 Construction of Contract and Terms

The Contract shell be construed in accordance with the laws of the State of New Hampshire without regard to its choice of law provisions, and is binding upon and immes to the benefit of the parties and their respective measures and assigns. Any action may only be brought in the State of New Hampshire, Merrimock County Superior Court.

2.39 Third Parties

The parties hereto do not intend to benefit any third parties and the Contract that not be construed to confer my such benefit.

20 Hesdiore

The headings in the Contract shall not be held to explain, modify, amplify, or aid in the construction or interpretation of the Contract provinions, and are for reference purposes only.

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\$21 Contract Exhibits

The Contract Exhibits referred to and stacked to the Contract on incorporated by reference at if fully set forth levels.

8.22 Servival

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, essectiation or externation of the Contract shall an survive, including, but not limited to, the terms of SOW Section 4.2: Records Retention and Access Requirements, SOW Section 4.4: According Requirements, and SOW Section 7: Use of State's information, Confidentially 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 as original, constitute the entire Contract and nucleostanding between the parties, and supersuch all prior contracts and understandings.

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

Pricing for Deliverables is detailed in Eahlbit Br. Price and Payment Schedule of this Contract Pricing will be effective for the Initial Term of this Contract

1. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

1.1 Software Licensing

Software Liouves pricing is established in Exhibit B: Price and Payment Schedule.

1.2 Product Deliverables

The tribbs 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 reserved for the period commencing July 1, 2008 through June 30, 2009 only.

In July 2009 the entirefarms capacity requirements of the existing lineared MIPS of 250 for the MVS operating system may increase to 293 (2096/OD2 to a 2096/PO2).

By July 2010, if not sooner, the mainframe capacity requirements of the existing licensed MPS of 293 for the MVS operating system may increase to 333 (2096/PG2 to a 2096/QG2). If the increase is required prior to State fiscal year 2011, approval of the increase service and cost would be requested through a Contract among times.

In the event that the upgradus in MIPS are not authorized, the total annual payment amount 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.

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EXHIBIT A

CONTRACT DELIVERABLES

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EXHIBIT A CONTRACT DELIVERABLES

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

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STATE OF NEW HAMPSHIRE OFFICE OF INFORMATION TECHNOLOGY LICENSE AND MAINTENANCE OF UTILITY SOFTWARE CONTRACT 1909-007.... EXHIBIT A

CONTRACT DELIVERABLES

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

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CA Dynam (1) Tark	Bright Rev CA. Dynard T Tops	171 MIPS	VSE	UMT
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^{*} Product is being soul on a singled CPU

1.1 eSupport and Total Client Care (TCC) Programs

The Same will be, and will remain, amounted in CA's eSupport and TCC Programs during
the Initial Term hereof, and any manual period.

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PRICE AND PAYMENT SCHEDULE

1. DELIVERABLE PAYMENT SCHEDULE

1.1 Firm Fixed Price

This is a First Flued Price (FFP) Contract in the total amount of \$ 2,857,189.

This Firm Fixed Price Contract includes the following:

Office of Information	MVS product	MIPS	July 1, 2008- June 30, 2013
7ectonology			<u> </u>
Dopt. of Administrative Services	VEE product sci	MDS on any I CPU	Ady J., 2008- June 30, 2013
Dopt. of Administrative Services	VM product act	trange rights up to 171 MOZS on any I CON	July 1, 2008- June 30, 2013
Dept. of Safety	VSE product .	communication of the 172 MIDPS on anny I CEV	July 1, 2008- June 30, 2013
Dept. of Employment Security	VSE product eci	unage rights up to 178 MIPS on any I CPV	
Office of	CA Spectrum Producte	Usage rights specified on Exhibit A	July 1, 2004- June 39, 2013
Ocps. Of Havith and Haman	ALLFestion Products	Usage rights specified on Exhibit A	July 1, 2004- June 39, 2013
he proposed pertn	crahip feet and	usociated savings an ever	ingers upon all remaining
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mentermental Licent	es Foxe (SLF) e	re one time fees for each M nee Fees (SUMF) are pro	Пра спристу пругале.

MIPS increase and charged annually thereafter for the team of the agreement.

In July 2009 the mainthums capacity requirements of the existing Meeneed 260 MIPS on the MVS opening system may increase to 293 (2096002 to a 2096/702). By July 2010, if not sooner, the mainframe capacity requirements of the existing lineased MUS 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 name time. If this event occurs, any increase in the autoel payment amount, over the authorized amount in this comract, would have to be

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PRICE AND PAYMENT SCHEDULE

approved by Governor and Cocaci I through the Contract Amendment precess.

1.2 PROPOSED PAY STREAM FOR THE ENTERPRISE LICENSE ACREMENT

Eusterparine June 10, 2019	2007 1, 2014	July 1, 2012.	l
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DANGER COMPANY OF THE PARK OF	\$ 21,652.80 \$ 21,652.60 \$ 417,763.80 \$361,694.60	151,594.59	E1,257,300.00

*NOTE: In the event that the apprades in MIPS are not authorized, or are not required, the total secural psyment assures for future State facel years in Exhibit B: Price and Payment Schedule, Section 1.2: Proposed Pay Street for the Enterprise License Agreement will not include the trainforms SLF or the mainforms SUMF amounts.

1. TOTAL CONTRACT PRICE

Notwithstanding enything in the Contract to the contrary, and notwithstanding unexpected circumstances, in no even shall the total of all payments exceed \$2,857,189.

3. INVOICING

CA shell submit invoices for Deliverables as permitted by the Contract and the serus listed herein. invoices shall contain desilled information, including without limitation, the following information as applicable: identification of each Deliverable for which payment is sought, date of delivery, performence, and/or installation. Upon receipt by the State of a properly decemented invoice, the corresponding for specified becomes the and payable, and the State will pay the invoice within thirty (30) days of receipt of invoice, except at 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 preauptly pay on the earlier of either resolution of such dispute, or within such 13-day period, the agreed-upon amount, but no late charges shall apply to that amount or the originally invoiced amount.

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STATE OF NEW HAMPSHIRE OFFICE OF INFORMATION TECHNOLOGY LICENSE AND MAINTENANCE OF UTILITY SOFTWARE CONTRACT 1009-007 EXHIBIT B PRICE AND PAYMENT SCHEDULE

4. PAYMENT ADDRESS

All payments to be made to the following subtrest:

CA, Inc. Ore CA Plaza Islandia, New York 11749

5 OVERPAYMENTS TO CA, INC.

CA shall presently, but so inter then fitteen (15) business days, return to the State the full amount of any undisposted overparyment or undisposted crivinous payment upon notice from the State. In the averal of a dispost regarding any such overpayment of crimeous payment, the parties agree to use commercially reseasable efforts to resolve the invoicing error within fifteen (15) days of the establishment of such dispote.

& RIGHT TO OFFSET

The Bests reserves the right to office from any associate otherwise psychic to CA, Inc. under the Contract these liquidated amounts required or permitted under the Contract, by RSA \$0.7 through 7-C, or any other provision of law.

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STATE OF NEW HAMPSHIRE OFFICE OF INFORMATION TECHNOLOGY LICENSEAND MAINTENANCE OF UTILITY SOFTWARE CONTRACT MOS-007 EXHIBIT C SPECIAL PROVISIONS

L.Office of laformation Tochnology State Licensed Sites of the Contract:

State of New Hampshire, Office of Information Technology 27 Hazen Drive Concord, NR 03301

State of Now HempsBire, Department of Administrative Services Date Center 27 Hazon Drive Concord, NH 03301

State of New Hampshire, Department of Safety 33 Hazon Drive Concord, NH (2)301

State of New Hempshire, Department of Employment Security 32 South Main Secut Concord, NH 03301

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

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

I ADMINISTRATIVE SERVICES

1.1 Amonal Reports

On or before the anniversary of the Effective Dam of the CA Order, Exhibit C: Special Provisions, the State thall report to CA in artifing the MIPS capacity at each State size thering the preceding revelve month period, listing each CPU located at, or remeatly accepting each State size by manufacturar, model, opening system, location and (except for micro processors) the social number thereof.

CA shall decreased review such report and advise the State of any applicable Supplemental Licenses. Fore and susual Software Licenses and Maistenance And Technical Support Services fore due. The parties agree that in order to verify the accuracy of the State's report, the Same will, at CA's require upon reasonable notice and subject to applicable. Since and federal laws and regulations, great CA access to each time Site and shall provide any further information at CA may reasonably sequire.

No Supplemental License Sees may be assessed without approval by Governor and Council.

1.2 State Meedings and Reports

· CA's Common Manager shall perticipate in mentings as remousity requested by the State.

1.3 State-Owned Documents and Date

CA shall provide the State occurs to all documents, State Date, 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 Resention and Access Requirements

CA shall agree to the conditions of all applicable State laws and regulations, which are incorporated herein by this reference, regarding remains and access requirements relating to all records relating to the Commet. The record retention poticion of this agreement shall be commetent with the Foderal Acquisition Regulations (FAR) Subject 4.7 Contractor Records Records accept where they are in conflict with State laws and regulations.

CA shall also agree to the following:

CA shell 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 Comract. The Contractor shall resin all such records for three (3) years after the final payment on the Contract. Records relating to any litigation manner regarding the Contract shall be kept for six (6) years following the termination of fitigation.

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

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, sudit and copying by personnel an authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. During the term of this Contract, access to these items will be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records will be at no cort to the State during the three (2) year period after the Contract term or six (6) year term following lingation. The Contractor shall include the regord retemion and review repulsariems 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 he accordance with generally accepted accounting principles. The costs applicable to the Contract shall be ascertainable from the accounting system.

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MAINTENANCE AND TECHNICAL SUPPORT SERVICES

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

MAINTENANCE AND TECHNICAL SUPPORT

CA shall provide the Sum with Maintenance and Technical Support Services for the Software.

Maintenance and Tochnical Support Services include 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 focus. Maintenance and Technical Support Services shall include the detection and correction of any Software errors which cause the Software to fail to querite according to its published appenifications. CA shall respond to the State's requests for corrections of any defects or mailfanctions in the Software in accordance with the Software ampoint levels set forth below.

2 SOFTWARE SUPPORT LEVELS

Severity Level 1 — Urgent altustions, when the State's production system is down and the State is unable to use the Software. CA's sechnical susport staff will, if possible, secept 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 at sail will be returned within one (I) hour. CA will follow up with the State and will continue to vot with the State to provide the State with a resolution of a tourporary worksround. 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 on a variable to provide CA with any required documentation, information or assistance, the Severity Level for the support some will be downgraded to a Severity Level 2, and shall remain downgraded until CA is provided all required documentation, information and attributes. CA shall use its dilligant efforts to resolve Severity Level 3 problems as quickly as possible.

Severity Level 2. A critical software system has significant sottages and/or failure precluding its successful operation, and possibly endangering the Sinte's environment. The Software may operate but is severely restricted (for example, a frequently used subcommand gives an incorrect response).

Severity Level J. 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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STATE OF NEW HAMPSHIRE OFFICE OF INPORMATION TECHNOLOGY LICENSEAND MAINTENANCE OF UTILITY SOFTWARE CONTRACT 2009-007.

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 lext of a message is worded poorly or mismelled).

All issues categorized as Severity Levels 2, 3 or 4 will be addressed by CA in prior(ty acqueries 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, withith goal of answering all calls within one business day.

The Severity Lovel 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 ungest response, the State may, at its sole discretion, reclassify same as a Severity Level 1, and Severity Level 1 precedent (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 optimizations, CA shall carrier the following information will be collected and maintained:

- 1. Soverity level;
- 2. Current status of the deficiency;
- 3. Proposed Resolutions
- 4. Expected and actual completion time; and
- 5. Relevant deficiency resolution information:

3.1 Software Monitoring

CA will work with the State to identify and wouldeshool potentially large-scale lellures or deficiencies attributable to the Licensed Software by collecting the following information:

- 1. Mean time between reported deficiencies with the Lineased Software;
- 2. Diagnosis of the root cause of the problem; and
- 3. Identification of repeat calls or repeat Licensed Software problems.

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

SOFTWARE LICENSE AND RELATED TERMS

The terms set forth in this lithibit F: Software Licenses and Related Terms are specific to the convision of the Software Licenses and related maintenance at provided herein, and in no way shall limit or impact the rights under the warranty.

I. LICENSE GRANT

Subject to the payment of applicable license feez at set forth in Exhibit B: Price and Payment Schedule, CA grants to the State a ticense, as not forth in Exhibit A: Contract Deliverables, to see the Software identified on the ordering document attached hereto in Exhibit A: Contract Deliverables. The State they show its agents and contractors to scores and use the Licensed Software for this purpose and in such event, the State shall first otheir written agreement from such aspects and contractors that each shall shiely by the trees and contractors that each shall shiely the trees and contractors that each shall shiely the trees and contractors that each shall shiely the trees and contractors that each shall shiely the trees and contractors that each shall shiely the trees and contractors that each shall shiely the trees and contractors that each shall shiely the trees and contractors that each shall shiely the trees and contractors that each shall shiely the trees and contractors that each shall shiely the trees are the trees and contractors that each shall shiely the trees are the trees and contractors that each shall shiely the trees are the trees and contractors that each shall shiely the trees are the trees and contractors that each shall shiely the trees are the trees and the trees are the trees are the trees are the trees and the trees are the trees are the trees are the trees are the trees are the trees are the trees are trees are the trees are

2 RESTRICTIONS

The State may not

- a. Remove or modify any program markings or any ratios of CA's proprietary rights;
- Make the programs or materials evaluable in any memor to any faired party for use in the third party's business operations;
- e. Come or permit reverse engineering, disassembly is de-compilation of the programs;
- d. Directors results of any program benchmerk texts without CA's prior wraten consent, and such consent will not be aurescountly withheld.

3. TITLE

Title to the Software remains with CA, and the Software is considered a code secret and considered the propriency property of CA. Subject to applicable state and federal lews and regulations, the State and its employees will keep the Software License strictly confidential, subject to the Statement of Work, Soction 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 pervisit 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 connect of CA. In no event will be State decompile, discussemble or otherwise reverse engineer any Software License.

The State agrees that, in the event that the State infringes CA's intelloctual 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 OFFICE OF INFORMATION TECHNOLOGY LICENSE AND MAINTENANCE OF UTILITY SOFTWARE CONTRACT 2009-007 EXHIBIT F

SOFTWARE LICENSE AND RELATED TERMS

MAINTENANCE AND TECHNICAL SUPPORT SERVICES

For purposes of the CA teresting the terricol, Mistherance and Technical Support Services consists at software updates, fixes, and patches, and technical support services provided under CA's technical support policies.

Technical apport is effective July J, 2008.

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

WARRANTIES

CA warrants that the Software will operate in all material respects as described in its associated program documentation.

CA does not gracumine that the programs will perform error from or uninterrupted or that CA will contect all program errors. To the extent passisted by law, those warrantes are exclusive and those are no other express or implied warranties or conditions, including warranties or conditions of marchestability and flowest for a particular purpose.

For any breach of the above overvenics, the State's archaelve remedy, and CA's entire liability, shall be, at CA's sole option: (a) the contains of program errors that cause breach of the warmany, or (b) if CA cannot extractally correct such breach in a commercially reasonable makeser, the State may and is followere License and recover the free paid to CA for the Software License and Maintenance and Technical Sopport 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 step of the appropriate versions of the programs, from of viruses. If the State believes a visu may be present in the delivered programs, then upon its reducest, CA will provide a master copy for comparison with and conscious of the State's copy of the programs.

3. AUDIT

Subject to applicable State and Federal laws and regulations, annually, and upon removable written notice, CA may studit the State's use of the programs at its own expense. The State agrees to cooperate with CA's studit and provide restouchin assistance and access to information. CA's studit rights are subject to applicable laws of the State of New Hampshire.

4. NON-INTRINGEMENT

CA warrants that it has good title to, or the right to allow the State to use, all infortration, instruction, Software, and Documentation, ionizeding updates provided hereunder ("Material"), and that such identerial does not violate at strings any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate any trade source of any third party. The warranty of non-infringement shall be an on-agoing and perpotual obligation that shall survive termination of the Contrast. In the event that claim is made against the State that any Material infrings inclinated property rights, CA will defend and informally the State against the claim if the State does the following:

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

(i) Notifies CA promptly in writing, not later than 30 days after the Recipient receives setul-series of such claim or information.

(ii) Gives CA control of the defense and any sentement negotiations; and

(iii) Orres 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 sourcode clast'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 are, or it those alternatives are not commercially reasonable, CA may and the license for, and require extern of the applicable Material and refund any fees the State may have paid for it. CA will not indemnify the State If the State afters the Materiel or man It outside the scope of use idealified in CA's user Documentation or if the State uses a version of the Material which has been experceded, if the infragorant claim could have been avoided by using an anattered current version of the Material which was provided to the Stem at no additional expense to the State. CA will not indemnify the State to the extent that an infringerness claim is based upon may information design, specification, instruction, software, data, or material mee familiated 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 retractly for any infringement claims or destrages for that Material that is formished upder this Exhibit F: Softwere License and Related Terms. Notwithstanding the foregoing, the State may participate in the defense to the extent it seeks to sesent internatibles and defenges that apply to the State.

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STATE OF NEW HAMPSHIRE OFFICE OF INFORMATION TECHNOLOGY LICENSE AND MAINTENANCE OF UTILITY SOFTWARE CONTRACT 1969-007 EXHIBIT H

CONTRACTOR PROPOSAL DATED April 17, 2008

Enterprise License Renewal Proposal

Cc).

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

CA Kevin Higgins, Service Basiness Manager 860-627-457[

Thomas Marrigi, Acrount Manager 308-628-8231

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STATE OF NEW HAMPSHIRE OFFICE OF INFORMATION TECHNOLOGY LICENSE AND MAINTENANCE OF UTILITY SOFTWARE CONTRACT 1009-007 ... EXHIBIT H

CONTRACTOR PROPOSAL DATED April 17, 2008

Everyday the State of New Hampahire utilizes a suite of CA mainframe and distributed solutions in support of their core bettings operation. These key solutions address systems management functions, detabes functions with DMS and DB2 destines management tools. CA and the State of New Hampshire have built a large-manding maturity beneficial business relationship and we look forward to extending this relationship as outlined in this and the

Contract Sustancy

The State of Now Hasqueline cannot inhered neveral agency specific licerant with CA into the existing Enterprise Liceran Agreement (ELA) which covers the period Jane 22, 2003 through June 30, 2008 and in the for renewal on er before Jene 10, 2008.

The current agreement is a MPS hased agreement which has several different Agency specific product groups that are licensed for 260 MVS MOPS or 17] VSE/VM MIPS. Exhibit A of this proposal details the various product groups.

As a result of past assertations with the State of New Hampshire on ELA reserved that reflects the following has

- Guidence on the remark) of the existing agreement that expires hime 30, 2008.

 o Product shedod in yellow in Exhibit A will not be renewed.

 - locally Mader will not be renewed
 - Products should in green are only being renewed for one year.
- Fecure mainframe equality requirements affecting the MVS liceases.

 - o July 2009 Screense exhibing Momand MRPS of 260 to 293 (2006/OG) to a 2006/F02).

 O July 2010 increase MIPS from 293 (2006/F02) to 333 (2006/Q02). This assumes the present CPU (2096/Q07) is upgraded only to the PO2 in July 2009 and then to the Q02 in July 2010.

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STATE OF NEW RAMISHIRE OFFICE OF INFORMATION TECHNOLOGY LICENSE AND MAINTENANCE OF UTELITY SOFTWARE CONTRACT 2009-007 EXHIBIT H CONTRACTOR PROPOSAL DATED APRILIT, 2008

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STATE OF NEW HAMPSHIRE OFFICE OF INFORMATION TECHNOLOGY LICENSEAND MAINTENANCE OF UTILITY SOFTWARE CONTRACT 2003-007, EXHIBIT H

CONTRACTOR PROPOSAL DATED April 17, 2008

return to CA all copies of the Licensed Program and all related documentation and continue to abide by the previsions of the License Agreement relating to the confidentiality thereof.

Exhibit A

Product Name	MIPS	Operating System
Administrative Survices MVS		•
CA Enderior Champe Menager	260	MVS
CA Enderer Change Manager Automated Consiguration Option	260	MVS
CA Endorer Change Manager Entereded Processors Option	260	MVS
CA Enderer Change Manager Interface for Enternal Security	260	M/S
Unicenter CA-301,Check URBy	260	MVS
årtyfister CA-1 Tapa Management	260	'M/5
AliPlaigh CA-InterTest Balch	260	MVS
AlPuign CA-InterTest for CICS	260	MVS .
Unicardar Databasa Arasiyaan for CB2 UDS for z/CIS	250	MVS
Unicenter Defector for DIS UDS for 2/OS	7#0	MVS
Unicernier Plan Analyses: for DB2 UOB for 2/OS	250	MYS
Unicerian RCASQUEET for DR2 UES for 12/OS	260	MVS
University RC/Quary for DIZ UDB for 2/OS	200	MYS
Uncerter RC/Update for 082 UDS for 12/05	250	MVS
Administrative Services YSE		
Brightstar CA-Dysikm (D Disk Mikriegement	171	VSE
BrighStar CA-Dynam /T Tapa Management.	171	VSE
Unicargo CA-Easylvieve Plus Report Generator	171	∨ Œ
BYDYSSEY, CA-MASTERCAT VSAM Catalog Management	171	VSE ·
Uniternal CA-Raym	171	VSE:
Unkninger CA-Explore Performance Management for CICS	171	VSE
Brightster CA-FAVER 2 VSAM Data Protection	171	VSE
Administrative Survices VM		
Brightster CA-Dynam /T Tape Mahagement	171	VM.
	17.1	VM.
eTrust VAI:Secure	171	VM.
Unicanies CA-Explore Performance Management	171	WM

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STATE OF NEW HAMPSHIRE OFFICE OF INFORMATION TECHNOLOGY LICENSE AND MAINTENANCE OF UTILITY SOFTWARE. CONTRACT 2009-007 EXHIBIT H CONTRACTOR PROPOSAL DATED.April 17, 2008

Exhibit A continued

Department of Safety VSE		
Advantage CA-Cultir® for CA-EMS	271	VSE:
BrightStor CA-Dynam /D Dak Managersenk	171	VSE
BrightStor CA-Dynam /Ft Pile Independence	171	AZE
BrightStor CA-Oyrent /T Tage Management	171	∀ ¥
LINEOUSES' CA-FACIS AURISTANCES STANDARDS CIDAR ACCON	171	VSE:
Unicorder CA-FACIS Production Control System	171	AME .
Advantage CA-ADS for CA-IDNS	171	A2E
Advantage CA-IDNG /DB Despose	171	YSE
Advantage CA-IDNS /OS Displant Audit Option	171	VS
Advantage CA-EMS Detabase DML Online Option	171	ARE.
Advertage CA-SD-S (OC Transaction Server Option	171	VIII.
Advertage CA-(DMS Database SQL Option	171	V S.
Advantage CA-ADS Option for APPC	171	∀ SE
Advantage CA-OLQ Online Query for CA-IDMS	171	VΞ
Advantage CA-90MS Database Parterments Monitor Option	171	VEE
Advantage CA-83MS Distribute Server Option	171	₩
Unicariat CA-Explore Parformatical Management	171	VSE
Department of Employment Sourity VIE		
BrightStor CA-Dynam /T Tape Management	171	VSE
University CA-EasyFine Pila Report Constator	171	VSE.

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

EXHIBIT H

CONTRACTOR PROPOSAL DATED April 17, 2008

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All union Envir Date Madeler	10		
Spectrum Fazt Tokrani	1		
Specirum Integrity NOC			
Specinim Remedy AR System	1		
Specimen SpecimeWatch Editor for			
Mark chategers	1 .	•	
Spectrum Data Manager with Report			
Gataway for infinity/integrity	1		
Specinum Single Concurrent			
Administrator License	1		
Spectrum Configuration Menager for			
introty/magily	1		•
Speciatri Larel 1 Customization Tabilità	1		

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STATE OF NEW HAMPSHIRE
OFFICE OF INFORMATION TECHNOLOGY
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE,
CONTRACT 2009-007
EXHIBIT I
CONTRACTOR CERTIFICATE OF VOIE

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