

MASTER SALES AGREEMENT

This Master Sales Agreement ("MSA" or "Agreement"), is entered into on 9/11/13, 2013, between Integration Partners Corporation, Inc. ("IPC"), a Massachusetts corporation with its principal place of business located at 24 Hartwell Avenue, Lexington, MA ("IPC" or "Provider") and the Connecticut Health Insurance Exchange dba Access Health CT, a quasi-public agency created by the State of Connecticut pursuant to Public Act 11-53, with its principal place of business located at 280 Trumbull Street, Hartford, CT ("Client"), collectively referred to as the "Parties".

1. SCOPE

The terms and conditions of this Agreement shall apply to the purchase by Client and the sale by IPC of Equipment and Services and the licensing of Software furnished in connection with such Equipment. The terms and conditions contained in Product Attachment A shall modify and/or supplement the other terms and conditions of this Agreement, only with respect to the Product Line described in the Product

All Products obtained by Client pursuant to this Agreement shall be obtained by Client solely for initial use by Client in its internal business to provide services available through its networks, and not as stock in trade or inventory which is intended for resale by Client to any third party as new and unused material.

2. TERM AND TERMINATION

(a) The term of this Agreement shall commence as of the Effective Date of this Agreement and shall remain in effect for a period of three (3) years or until terminated by either party as provided herein.

Termination Without Cause. Either party may terminate this Agreement at any time without cause upon 90 days prior written notice to the other party.

Termination With Cause. Either party may terminate this Agreement (i) upon 30 days written notice for a material breach of this Agreement if such breach is not cured within such 30-day period; or (ii) immediately after giving written notice upon the commencement by or against the other party of any proceeding under any bankruptcy or similar law providing relief to the party as debtor.

The termination of this Agreement or any part thereof shall not affect the obligations of either party thereunder which have not been fully performed with respect to any accepted Order, unless such Order is expressly terminated in accordance with this Agreement or by written agreement of the parties.

3. ORDERING

All purchases pursuant to this Agreement shall be made by means of Orders issued from time to time by Client and accepted by IPC. Provider will not reject an Order without advising Client of the deficiency in the

Order and providing Client with a reasonable time to cure such deficiency. All Orders shall reference this Agreement and the applicable Product or Service Attachment and shall be governed solely by the terms and conditions set forth.

4. PRICES

The prices, charges, and fees applicable to Orders shall be set forth in the appropriate Product Attachments A and may be revised in accordance with the provisions stated therein. Client shall pay transportation charges, including insurance, in accordance with the applicable Product Attachment.

Client shall not sell, lease or otherwise transfer such Products or any portion thereof or allow any liens or encumbrances to attach to such Products or any portion thereof prior to payment in full to IPC of the total of all such prices, charges, and fees.

5. TERMS OF PAYMENT

The amounts payable for Products may be invoiced by IPC to Client in accordance with the applicable Product Attachments. All amounts payable and properly invoiced pursuant to this Agreement shall be paid by Client to IPC within thirty (30) days from the date of IPC's invoice in accordance with the payment instructions contained in such

Overdue payments, excluding those which are the subject of a good faith dispute, shall be subject to interest charges, calculated daily commencing on the 31st day after the date of the invoice, at one and one half percent (1-1/2%) per month or such lesser rate as may be the maximum permissible rate under applicable law.

6. RISK OF LOSS, TITLE

Risk of loss or damage to Products shall pass to Client upon delivery to the loading dock at the installation site or other delivery location specified by Client in its Order, and Client shall keep such Products fully insured for the total amount then due IPC for such Products.

Good title to Equipment furnished pursuant to each Order issued hereunder which shall be free and clear of all liens and encumbrances shall vest in Client upon full payment by Client of the total prices, charges and fees payable by Client for such Equipment and any related Software or Services furnished by IPC in connection with such Equipment.

7. PROPRIETARY INFORMATION

Information exchanged in connection with this Agreement shall, except as may otherwise be provided in section 8 below or in any subcontract between the parties resulting from this Agreement, be treated as proprietary information. Each party is permitted to use the other Party's proprietary information as necessary in connection with the performance of this Agreement. In the event that any provision of this Agreement or of any resulting subcontract provides that one Party shall become the owner of certain Intellectual Property

developed by the other Party, then the developing party shall treat such Intellectual Property as the proprietary information of the other Party as if it originated with, and was disclosed by, such other Party.

IPC acknowledges that Client is subject to the Connecticut Freedom of Information Act ("FOIA"). As a result, no information provided to Client by IPC or any IPC Agent, regardless of its form, shall be considered confidential, even if marked as such. In no event shall Client have any liability for the disclosure of documents or information in its possession which the Exchange believes it is required to disclose pursuant to FOIA or any other law.

8. INTELLECTUAL PROPERTY

For purposes of this Agreement, the term Intellectual Property shall mean patented and unpatented inventions, copyrighted works, trade secrets, and know-how and proprietary information. Except as may be otherwise expressly provided elsewhere in this Agreement or in any resulting subcontract, each party shall retain title to its own Intellectual Property, including Intellectual Property possessed independently of the performance of this Agreement and Intellectual Property subject to the rest of this Section below.

Each party hereto, insofar as it is free to do so without obligation to others, hereby authorizes the other party to use the authorizing party's Intellectual Property solely as necessary for the performance of each party's respective obligations under this agreement. Similarly, and only to the extent that a party is free to do so without obligation to others, any subcontract between the Parties resulting from this Agreement shall contain appropriate royalty-free cross licenses between the parties so as to enable each such party to use Intellectual Property of the other party to perform its obligations under said subcontract and the associated prime contract with the Customer.

Subject to any rights of the Client and except as may otherwise be expressly provided elsewhere herein or in any resulting subcontract, each Party shall retain title to any Intellectual Property which is developed, authored, conceived or reduced to practice independently and solely by that Party during the performance of this Agreement. No license, express or implied, shall inure to the benefit of the other Party with respect to any such Intellectual Property, except as expressly provided herein or in any resulting subcontract between the Parties.

Client and IPC shall co-own all work product, and the copyright therein, resulting from the Services rendered by IPC under this Agreement. IPC represents that the Services and any products of the Services (except the accurate reproduction of information or materials supplied by the Exchange) shall not infringe any third-party copyright, patent, trademark, trade secret or other proprietary right, including the rights of publicity and privacy.

9. NOTICES

All notices, certificates, acknowledgments and other reports sent by a Party hereunder, shall be in writing and shall be deemed properly delivered when duly mailed by certified mail to the other party at its address as follows, or to such other address as either party may, by written notice, designate to the other.

Integration Partners Corporation, Inc.

Connecticut Health Insurance Exchange dba
Access Health CT

Address: 24 Hartwell Avenue

Address: 280 Trumbull Street

Lexington, MA 02421

Hartford, CT 06117

ATTN: Anne Scully

ATTN: Virginia Lamb

Tel:

Tel: 860.757.5306

Fax:

Fax: 860.757.5330

10. INDEPENDENT CONTRACTOR RELATIONSHIP

This Agreement is not intended by the Parties to constitute or create a joint venture, teaming agreement, pooling arrangement, partnership, or formal business organization of any kind, other than an independent contractor relationship between IPC as a provider of services, equipment and consultation, and the Client. The rights and obligations of the Parties shall be only those expressly set forth herein. Neither Party shall have authority to bind the other except to the extent expressly authorized herein. This relationship shall remain as that of an independent contractor at all times and neither Party shall act as an agent for the other.

11. COOPERATION

The Client shall cooperate in all respects in the performance of providing services by IPC as set out in this Agreement, including, without limitation, the provision of information with respect to the Client's organization, operations and requirements, the prompt resolution of items presented by IPC to the Client for decision, the provision of necessary access and use of facilities as required in connection with such services, and any other matters reasonably required on the part of the Client in order to permit IPC to perform services under this Agreement.

12. EXCLUSIVE WARRANTIES AND REMEDY

IPC shall extend to the Client the manufacturers' standard warranties against defects in the materials or equipment used by IPC in the delivery of the services addresses under this Agreement, pursuant to the Lenovo Warranty Services Agreement attached as Attachment B and incorporated herein by reference. Further, IPC warrants that the services provided by IPC under this Agreement shall be performed in a reasonable and workmanlike manner, consistent with generally accepted industry practices. Client must report any deficiency in services to IPC in writing within thirty (30) days of completion of the services in question.

THE ABOVE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, WITH REGARD TO THE SERVICES OR ANY OTHER MATTER RELATING HERETO.

For any breach of the above warranties related to the services provided by IPC to the Client, the Client's exclusive remedy and IPC's entire liability shall be the re-performance of the deficient services.

13. LIMITATION OF LIABILITY

In no event shall either party be liable to the other party or any other person or entity for any exemplary or punitive damages of any kind or nature whatsoever, whether in an action based on contract, warranty, strict liability, tort (including, without limitation, negligence) or otherwise, even if such party has been informed in advance of the possibility of such damages or such damages could have been reasonably foreseen by such party.

Further, IPC's liability under this Agreement will in no event exceed \$300,000. The limitations and exclusions in this Section 11 will apply to all claims, actions, damages, liabilities, costs, expenses or losses of every nature, kind and description whether arising from breach of contract, breach of warranty, negligence or other tort, or otherwise.

14. THIRD PARTY CLAIMS

15. INDEMNIFICATION

IPC shall indemnify and hold harmless the Client, its officers, executives, employees and agents and their respective successors, heirs and assigns ("Indemnitee") against any liability, damage, loss or expense incurred by or imposed on the Indemnitee in connection with any third party claims, suits, actions, demands or judgments arising out of or resulting from any gross negligence by IPC in its performance of its obligations under this Agreement; provided however, that in each case, the Indemnitee gives IPC reasonable written notice of any such third party claim or action, assists IPC in defending against such claims or actions, and does not compromise or settle such claims or actions without IPC's prior written consent.

IPC's duty to indemnify in this Section 15 shall not apply to any liability, damage, loss, or expense to the extent that it is directly attributable to the negligence, intentional or reckless misconduct of the Indemnitee, or to a breach by the Client of its obligations under this Agreement.

16. INSURANCE

IPC will provide any necessary insurance coverage required by law to insure its employees working on any of the Client sites pursuant to this Agreement. The Client shall provide IPC with proof of its general comprehensive liability insurance for the sites at IPC is providing equipment, services, monitoring, training or support services. Said insurance coverage provided by the Client shall extend to cover any equipment provided by IPC or any of its leasing subcontractors located on any of the Client's sites. The Client shall provided written confirmation of said coverage with a Certificate of Insurance.

17. TAXES

Each Party shall be responsible for its respective present and future taxes, duties, tariffs, fees, imports, and other charges, including, but not limited to, income, excise, import, purchase, sales, use, turnover, added value, gross receipts, gross wages, and similar assessments imposed upon such Party by any taxing authority as a result of the performance of the Party's duties and responsibilities hereunder.

18. FORCE MAJEURE

If the performance by IPC of any of its respective responsibilities or obligations under this Agreement is prevented by an event of *Force Majeure*, then such performance shall be excused for the amount of time such performance is prevented by the event of *Force Majeure*. *Force Majeure* shall include strikes, labor stoppages, riots, wars, fires, floods, invasion, acts of God, accidents, government orders or regulations, insurrection, curtailment of or failure in obtaining sufficient electric power, lack of transportation or distributive facilities or any other act, event or circumstances beyond the control of IPC.

19. ASSIGNMENT

This Agreement shall not be assigned or otherwise transferred by either Party without the prior written consent of the other Party; provided that IPC may transfer this Agreement without such consent to any entity that succeeds to all or substantially all of its business relating to the services provided herein, provided that such assignee undertakes in writing to be bound by all of the terms of this Agreement. Any purported assignment or transfer without such consent shall be null and void and of no effect whatsoever.

20. MODIFICATIONS, AMENDMENTS, WAIVERS

This Agreement shall not be amended or modified, nor shall any waiver of any right hereunder be effective unless set forth in a document executed by duly authorized representatives of both IPC and the Client. The waiver of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same.

21. SEVERABILITY

If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a Federal, State, or local Government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby. In the event that any part, term or provision of this Agreement is held void, illegal, unenforceable, or in conflict with any law of the Federal, State, or local Government having jurisdiction over this Agreement, the parties agree, to the extent possible, to include a replacement provision, construed to accomplish its originally intended effect, that does not violate such law or regulation.

22. CHOICE OF LAW JURISDICTION

This Agreement shall be enforced and interpreted under the laws of the State of Connecticut, exclusive of the choice of law rules thereof, as if the Agreement were to be wholly performed within the State of Connecticut. Except for those dispute resolution provisions sets forth in Section 23, the courts of the State of Connecticut shall maintain jurisdiction over any dispute related to or arising out of this Agreement.

23. DISPUTE RESOLUTION



Terms and Conditions

Either Party may seek injunctive relief in any court of competent jurisdiction in the State of Connecticut against the improper use or disclosure of proprietary information or the unlawful infringement of intellectual property rights.

24. ENTIRE AGREEMENT

This is the entire Agreement between the Parties relative to the providing of the Products and Services addressed herein, along with any agreements included, referred to in Attachment A or incorporated by reference herein. This Agreement supersedes and replaces any and all previous understandings, commitments or agreements, oral or written, between the Parties related to the providing of the services addressed herein

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in duplicate originals by their duly authorized representatives effective as of the last date below.

Integration Partners Corporation, Inc.

Connecticut Health Insurance Exchange dba Access Health CT

By: Daniel C. [Signature]

By: [Signature]

Title: Director

Title: CFO

Date: September 11th, 2013

Date: 9/11/2013

integrationpartners

Corporate and Retail Office: 24 Hawthorn Avenue, Linstedton MA 01543

Quote No.: QRC-AM000830LT
 Valid for: 30 DAYS

Client Representative:
 Ryan Christian
 David Robinson
 30-AUG-13

Contact: Kelly Ghann
 Email: kelly.ghann@ip.com
 Ship To: Algonia Health CT
290 Cromwell Street
15th floor
Hartford, CT 06103

Phone: 860-257-5513
 Fax:

Bill To:

Phone:
 Fax:

Contract:

Qty.	Part No.	Manufacturer	Description	Unit Price	Ext. Price
			Hardware		
328	3260EDU	Lenovo	Lenovo ThinkPad Edge E535 3260 A series A4-4300M / 2.5 GHz - Windows 8 Pro 64-bit / Windows 7 Pro 64-bit downgrade - pre-installed: Windows 7 - 4 GB RAM - 320 GB HDD - DVD-Writer - 15.6" wide (366 x 768 / HD - AMD Radeon HD 7420G - matte black, trimmed with a thin silver band (side)	\$ 530.00	\$ 173,840.00
328	0C07004	Lenovo	Lenovo TopSeller Depot Warranty Extended service agreement - parts and labor (for notebooks with 2 year depot warranty) - 2 years (from original purchase date of the equipment) - shipment - 5-10 days (repair) - TopSeller Service - for E46; ThinkPad Edge 15; E 13X; E33X; E42X; E	\$ 60.00	\$ 19,680.00
328	F8E55D-CMK	Belkin	Belkin Notebook Security Lock Security cable lock - black - 6 ft	\$ 14.00	\$ 4,562.00
328	0B47303	Lenovo	Lenovo Sport Slimcase Notebook carrying case - 15.6" - gray - for ThinkPad Edge E13X; E33X; E43X; E53X; S430; ThinkPad T43X; T530; X1 Carbon; X13X; X230	\$ 25.00	\$ 8,200.00
328	IPC-IMGRT	Integration Partners	IPC to Create Image, Provide Asset Tag, and Image each System	\$ 25.00	\$ 8,200.00
			Symantec Security		
328	KF4956	Symantec	GOVT ENDPOINT PROTECTION 12.1 PER USER BNDL STD LIC BH ESSEN	\$ 26.00	\$ 8,528.00
328	QX0871	Symantec	GOVT DRIVE ENCRYPT POWERED BY PGP TECH 10.3 BNDL BH ESSE	\$ 56.00	\$ 18,368.00
328	GE2799	Symantec	GOVT DEPLOYMENT SOLN F/ CLIENT W/ REMOTE 7.1 BS ESS	\$ 50.00	\$ 16,400.00
328	QX1511	Symantec	GOVT VALIDATION AND ID PROT SVC AUTHENTIC SVC 1-999U BS	\$ 16.00	\$ 5,248.00
328	CDP-GD-24	CompuTrace	CompuTrace Subscription License - Remote Wiping - 2 years	\$ 55.00	\$ 18,040.00

Sub-Total Investment:	\$ 281,096.00
Installation and Configuration:	\$ -
Maintenance:	\$ -
Shipping:	\$ -
Tax:	\$ -
Total Investment:	\$ 281,096.00

Disclaimer: Symantec products may require activation prior to use. Activation of Symantec products may require the user to accept the Symantec End User License Agreement (EULA) and other terms and conditions. Symantec products may require the user to create a Symantec account and provide support for domain login as described. Intel drive encryption will also require 24 hours from user login to complete.

* Note: Investment does not include sales tax/shipping and handling
 Additional Comments

Authorized Signature

Attachment A



Warranty Services Agreement

Important Notice

Please read the following terms carefully. If You do not agree with these terms, do not use the Services or complete any registration process, and contact Your seller within thirty (30) days for a full refund. You agree to these terms by: (1) using or registering a Service; or (2) failing to reject these terms within thirty (30) days.

Definitions

"You" and "Your" refer to the purchaser.

"We", "Us", "Our", and "Obligor"/"Provider" shall refer to Lenovo (United States) Inc. ("Lenovo"), 1009 Think Place, Morrisville, North Carolina 27560, Ph:800-426-7378, except in Washington and Wyoming where it shall refer to National Product Care Company ("NPCC"), 175 W. Jackson, 11th Floor, Chicago, IL. 60604.

This is an Agreement between You and the "Obligor"/"Provider" of this Agreement.

The administrator of this Agreement is:

Lenovo (United States) Inc.
Customer Relationship Management
1009 Think Place Morrisville, NC 27560
Attn: Warranty Services Administrator
Texas License #617

1. What This Agreement Covers

This Warranty Services Agreement ("Agreement"), together with the Lenovo Limited Warranty, is the complete agreement between You and Lenovo regarding any Warranty Extension, Battery Warranty Extension, Warranty Service Upgrade, Keep Your Drive or Priority Technical Support (each a "Service") for the products specified in Your invoice or order confirmation. It supersedes and replaces any prior oral or written communications between You and Lenovo regarding any Service. Any additional or different terms in any order or written communications from You shall be void and of no effect. This Agreement modifies the Lenovo Limited Warranty only as specified below. Any Service purchased under this Agreement will be provided according to the applicable description below. This Agreement is only valid in the United States.

2. What This Agreement Does Not Cover

This Agreement and the Lenovo Limited Warranty do not cover the following: (i) uninterrupted or error-free operation of a product; (ii) loss of, or damage to, your data by a product; (iii) any software programs, whether provided with the product or installed subsequently; (iv) failure or damage resulting from misuse, abuse, accident, modification, unsuitable physical or operating environment, natural disasters, power surges, improper maintenance, or use not in accordance with product information materials; (v) damage caused by a non-authorized service provider, (vi) failure of, or damage caused by, any third party products, including those that Lenovo may provide or integrate into the Lenovo product at your request; (vii) any technical or other support, such as assistance with "how-to" questions and those regarding product set-up and installation; (viii) products or parts with an altered identification label or from which the identification label has been removed; or (ix) any pre-existing defects in your product that occurred on or before the date of this Agreement

3. Warranty Extension

The duration of the extended Lenovo Limited Warranty for Your product will be for the period You purchase, commencing on the start date of Your original base warranty period. This Service must be purchased during Your product's original warranty period. Parts consumed through use of a product and batteries are not covered by this Service. Unless You purchase a separate Battery Warranty Extension, the warranty period for Your battery will expire at the end of the period specified in Your Lenovo Limited Warranty.

4. Battery Warranty Extension

The duration of the extended Lenovo Limited Warranty for the battery in Your product will be for the period You purchase, beginning on the start date of Your battery's original base warranty period. You are entitled to one battery replacement during the period after Your battery's original base warranty period. If the battery in Your product is a customer replaceable unit ("CRU"), a replacement battery will be shipped to You. If the battery in Your product is a sealed battery and is not customer replaceable, Your battery will be replaced at a designated service center. You



are responsible for disconnecting the product and packing it in the Lenovo provided shipping container for the return of Your product to the designated service center. Shipping expenses will be paid by the Lenovo designated service provider. A courier will pick up Your product and deliver it to the service center. The service provider will return the product to You at its expense. This Service must be purchased before the end of Your product's original warranty period.

5. Warranty Service Upgrade

The service type of Your Lenovo Limited Warranty and any applicable Warranty Extension will be upgraded to the service type below according to the Warranty Service Upgrade You purchase.

a. Depot Service. If a problem with Your product cannot be resolved via telephone or through the use of a customer replaceable unit ("CRU"), Your product will be repaired or replaced at a designated service center. You are responsible for disconnecting the product and packing it in the Lenovo provided shipping container for the return of Your product to the designated service center. Shipping expenses will be paid by the Lenovo designated service provider. A courier will pick up Your product and deliver it to the service center. The service provider will return the repaired or replacement product to You at its expense.

b. On-Site Service. If a problem with Your product cannot be resolved via telephone or through a CRU, Your product will be repaired or replaced at Your location. This Service is available during normal business hours, Monday through Friday, excluding holidays. You must provide a suitable working area for the disassembly and reassembly of the product. Some repairs may need to be completed at a service center. If so, the service provider will send the product to the service center at its expense and return the repaired or replacement product to You at its expense.

c. On-Site Service – Second Business Day. If a problem with Your product cannot be resolved via telephone or through a CRU, Your product will be repaired or replaced at Your location. A service provider technician will be dispatched to arrive at Your location within two business days. This Service is available during normal business hours, Monday through Friday, excluding holidays. You must provide a suitable working area for the disassembly and reassembly of the product. Some repairs may need to be completed at a service center. If so, the service provider will send the product to the service center at its expense and return the repaired or replacement product to You at its expense.

d. On-Site Service – Next Business Day. If a problem with Your product cannot be resolved via telephone or through a CRU, Your product will be repaired or replaced at Your location. A service provider technician will be dispatched to arrive at Your location on the next business day. This Service is available during normal business hours, Monday through Friday, excluding holidays. Support calls received by the call center after 4:00pm local time will require an additional day to dispatch a service provider technician. This Service is subject to availability of service parts. You must provide a suitable working area for the disassembly and reassembly of the product. Some repairs may need to be completed at a service center. If so, the service provider will send the product to the service center at its expense and return the repaired or replacement product to You at its expense.

e. On-Site Service – 8-hour Response (24x7). If a problem with Your product cannot be resolved via telephone, Your product will be repaired or replaced at Your location. After You follow the telephone problem determination, a service provider technician will be dispatched to Your location. The technician should arrive within the response time objectives in the table below. You must follow the telephone problem determination procedures before a service technician will be dispatched. **This Service is only available in certain locations. Service areas may be found at www.lenovo.com/activation. Contact Lenovo or a service provider for details on availability. Additional charges may apply outside a service provider's normal service area.** Provision of this Service is dependent on the availability of service parts. This Service and the location of Your product must be activated with Lenovo. If You change Your product's location, You must update Your location activation. Instructions for location activation can be found at www.lenovo.com/activation. This Service may not be available for up to thirty (30) days after location activation. You must provide a suitable working area to allow disassembly and reassembly of the product. Some repairs may need to be completed at a service center. If so, the service provider will send the product to the service center at its expense, and return the repaired or replacement product to You at its expense.

Distance from Lenovo support hub
0-200 miles (0- 320km)
200+ miles (320+km)

Service response level
8 hours – 24x7
Next Business Day



f. On-Site Service – 4-hour Response (Business Hours). If a problem with Your product cannot be resolved via telephone, Your product will be repaired or replaced at Your location. After You follow the telephone problem determination, a service provider technician will be dispatched to Your location. The technician should arrive within the response time objectives in the table below. You must follow the telephone problem determination procedures before a service technician will be dispatched. This Service is available during normal business hours, Monday through Friday, excluding holidays. **This Service is only available in certain locations. Service areas may be found at www.lenovo.com/activation.** Contact Lenovo or a service provider for details on availability. **Additional charges may apply outside a service provider's normal service area.** This Service is subject to availability of service parts. This Service and the location of Your product must be activated with Lenovo. If You change Your product's location, You must update Your location activation. Instructions for location activation can be found at www.lenovo.com/activation. This Service may not be available for up to thirty (30) days after location activation. You must provide a suitable working area for the disassembly and reassembly of the product. Some repairs may need to be completed at a service center. If so, the service provider will send the product to the service center at its expense, and return the repaired or replacement product to You at its expense.

<u>Distance from Lenovo support hub</u>	<u>Service response level</u>
0-100 miles (0-160 --km)	4 hours – business hours
100+ miles (160+ km)	Next Business Day

g. On-Site Service – 4-hour Response (24x7). If a problem with Your product cannot be resolved via telephone, Your product will be repaired or replaced at Your location. After You follow the telephone problem determination, a service provider technician will be dispatched to Your location. The technician should arrive within the response time objectives in the table below. You must follow the telephone problem determination procedures before a service technician will be dispatched. **This Service is only available in certain locations. Service areas may be found at www.lenovo.com/activation.** Contact Lenovo or a service provider for details on availability. **Additional charges may apply outside a service provider's normal service area.** Provision of this Service is dependent on the availability of service parts. This Service and the location of Your product must be activated with Lenovo. If You change Your product's location, You must update Your location activation. Instructions for location activation can be found at www.lenovo.com/activation. This Service may not be available for up to thirty (30) days after location activation. You must provide a suitable working area to allow disassembly and reassembly of the product. Some repairs may need to be completed at a service center. If so, the service provider will send the product to the service center at its expense, and return the repaired or replacement product to You at its expense.

<u>Distance from Lenovo support hub</u>	<u>Service response level</u>
0-100 miles (0- 160km)	4 hours – 24x7
101 – 200 miles (161km-320km)	8 hours -- 24x7
200+ miles (320+ km)	Next Business Day

h. Technician Installed CRUs. If a problem with Your product may be remedied with a CRU to replace an internal part, a service provider technician will be dispatched to Your location according to Your applicable service type to install the CRU. Replacement of external parts with a CRU remains Your responsibility under the Lenovo Limited Warranty.

6. Keep Your Drive

Under the Lenovo Limited Warranty, when Lenovo replaces a defective part of Your product, the defective part becomes the property of Lenovo. Under Keep Your Drive, You may retain a defective hard drive that is replaced under the Lenovo Limited Warranty. This Service applies to the original hard drive in Your product and any replacement hard drive provided for Your product under the Lenovo Limited Warranty. You must provide Lenovo with the serial number of each hard drive which You retain under this Service and execute any document provided by Lenovo acknowledging Your retention of the hard drive. This Service does not apply to any hard drive provided by Lenovo for a product not purchased by You.

7. Priority Technical Support

Under this Service, Lenovo will provide You with 24x7 access to advanced-level technicians via a toll-free telephone number for warranty support under the Lenovo Limited Warranty as well as technical support of software as described further below. When You contact a technician, You must follow the problem determination procedures as directed by the technician. The technician will attempt to diagnose and resolve Your problem over the telephone and may direct You to download and install software updates. If a problem covered by the Lenovo Limited Warranty



cannot be resolved via telephone, repair services will be arranged by the technician according to the applicable warranty service.

a. Lenovo and Third-Party Software Support. Lenovo will provide direct telephone support for installation and basic usage problems for core software applications on the supported core software list found at www.lenovo.com/PriTechSupport/us. If Lenovo determines the performance of Your product is related to a third-party software application on the collaborative support software list found at www.lenovo.com/PriTechSupport/us, Lenovo will contact the third-party software supplier, open a service request on Your behalf, and transfer Your call to the software supplier. **Lenovo is not responsible for third-party software or the acts or omissions of any software supplier.** This Service is only available if You have the necessary licenses, support agreements, and entitlements from the software supplier. This Service is available for support of Lenovo software subject to the terms of Your software license agreement with Lenovo.

8. Payment and How to Obtain Service

Payment must be received by Lenovo in advance of any Service. If You do not register with Lenovo, You will be required to provide proof of purchase as evidence of Your entitlement to a Service. Please contact Lenovo or an authorized service provider to obtain Service. A list of Lenovo authorized service providers can be found at support.lenovo.com.

9. Limitation of Liability

LENOVO, INCLUDING ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, SUPPLIERS OR SOFTWARE DEVELOPERS, SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY: 1) THIRD-PARTY CLAIMS FOR DAMAGES; 2) LOSS OF, OR DAMAGE TO, DATA; 3) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES; OR 4) ANY LOSS OF PROFITS, BUSINESS, REVENUE, GOODWILL OR ANTICIPATED SAVINGS. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

10. General

Any information exchanged between Us is not confidential or proprietary, including any information You disclose over the phone or electronically.

Lenovo and its affiliates and subcontractors may process, store and use information about Your transaction and Your contact information, including name, phone numbers, address, and e-mail addresses, to process and fulfill Your transaction. We may also contact You to notify You about any product recall, safety issue or service actions. Where permissible under local law, We may use this information to inquire about Your satisfaction with Our products or services or to provide You with information about other products and services. You may decline to receive any further such communications from Us at any time. In accomplishing these purposes, We may transfer Your information to any country where We do business; We may provide it to entities acting on Our behalf; or We may disclose it where required by law. We will not, however, sell or otherwise transfer personally identifiable information received from You to any third parties for their own direct marketing use without Your consent.

If any provision of this Agreement is deemed unenforceable or void, the remaining provisions shall remain in effect.

Nothing in this Agreement affects any statutory rights of consumers that may not be waived or limited by contract.

Each of us grants the other the rights specified in this Agreement. No other license or rights (including license or rights under patents) are granted by either of us to the other. Neither of us grants the other the right to use its trademarks, trade names, or other designations in any promotion or publication without prior written consent.

Neither of us will bring a legal action arising out of or related to this Agreement or a Service more than two years after the cause of action arose unless otherwise provided by applicable law without the possibility of waiver by contract.

Neither of us is responsible for failure to fulfill obligations due to causes beyond their control.

Either of us may communicate with the other by electronic means and such communication deemed to be in writing to the extent permissible under applicable law. An identification code contained in an electronic document shall be sufficient to verify the sender's identity and the authenticity of the document.

Each of us will comply with any laws and regulations that are applicable to this Agreement.

Neither of us may assign this Agreement, in whole or in part, without the prior written consent of the other. Any attempt to do so is void. Neither of us will unreasonably withhold such consent. The assignment of this Agreement by either of us to an affiliate or to our successor organization by merger or acquisition does not require the consent of



the other. Lenovo may also assign its rights to payments under this Agreement without Your consent.

Any terms which by their nature extend beyond the termination of this Agreement remain in effect until fulfilled and shall apply to our respective successors and assigns.

Each of us hereby waives our right to a jury trial in any action arising under or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

11. Cancellation

You may cancel this Agreement, for a full refund, only within 30 days of purchase, by sending written notice to the address below. If you cancel after 30 days of purchase, your refund will be based upon 100% of the unearned pro rata premium.

Lenovo - Customer Relationship Management
1009 ThinkPlace, Morrisville, NC 27560
Attn: Warranty Services Administrator

We may cancel this Agreement for fraud, material misrepresentation, or non-payment by You; or if required to do so by any regulatory authority. Notice of such cancellation will be in writing at least thirty (30) calendar days prior to cancellation.

12. INDIVIDUAL STATE DISCLOSURES AND VARIATIONS

IN ALABAMA: Prior notice is not required if the reason for cancellation is nonpayment of the Provider fee or a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the covered Product or its use. We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us. The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

IN ARKANSAS: We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us.

IN CALIFORNIA: You may cancel this Agreement for a full refund within 60 days of purchase by sending written notice to: Lenovo at the address provided in Section 11 of this Agreement. If you cancel after 60 days of purchase, your refund will be based upon 100% of the unearned pro rata premium. We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us.

IN COLORADO: Action under this Agreement may be covered by the provisions of the "Colorado Consumer Protection Act" or the Unfair Practices Act", articles 1 and 2 of title 6, C.R. S. A party to this Agreement may have a right of civil action under these laws, including obtaining the recourse or penalties specified in such laws.

IN CONNECTICUT: Your Agreement term is automatically extended by the length of time in which the covered Product is in Our custody for repair. If You have a dispute with Us, You may contact the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the Product, the cost of repair of the Product, and a copy of the Agreement. The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

IN GEORGIA: If You purchase Your Agreement in Georgia, You are entitled to cancel this Agreement at any time. Cancellation must comply with Section 33-24-44 of the Georgia Code. Any refund owed in the event of cancellation shall be determined on the excess of the Agreement purchase price above the customary short rate for the expired term of the Agreement, and no Claim paid or incurred shall be deducted from any refund owed. We are also entitled to cancel this Agreement at any time based upon fraud, misrepresentation, or failure to pay for the Agreement, and notice of cancellation by Us will be given at least thirty (30) days prior to cancellation. Refunds will be issued on a pro rata basis. The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

IN HAWAII: The obligations of the Provider under this Agreement are insured under a reimbursement insurance policy issued by Virginia Surety Company, Inc., 175 W. Jackson Blvd., Chicago, IL 60604. Prior notice is not required if the reason for cancellation is nonpayment of the Provider fee or a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the covered Product or its use. We will pay a penalty of 10% of the Agreement purchase price per month on a refund



that is not paid or credited within forty-five (45) days after return of the Agreement to Us. If You have a question or complaint, You may contact the Insurance Commissioner, 250 South King Street, 5th Floor, Honolulu, Hawaii 96813.

IN ILLINOIS: This Agreement does not provide coverage for normal wear and tear except as specifically provided in the coverage section above. The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

IN INDIANA: The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

IN KENTUCKY: The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

IN MAINE: We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us. The obligations of the Provider under this Agreement are insured under a reimbursement insurance policy issued by Virginia Surety Company, Inc., 175 W. Jackson Blvd., Chicago, IL 60604. In the event that the Provider ceases to operate, is bankrupt, or Your claim is not paid within sixty (60) days after proof of loss has been filed, You may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-209-6206.

IN MARYLAND: The "Purchase Price" shall refer to the purchase price of the covered Product as shown on Your sales receipt. We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us.

IN MINNESOTA: We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us.

IN MISSOURI: We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us. The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

IN MONTANA: We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us.

IN NEVADA: The obligations of the Provider under this Agreement are insured under a reimbursement insurance policy issued by Virginia Surety Company, Inc., 175 W. Jackson Blvd., Chicago, IL 60604. No claim incurred or paid shall be deducted from the amount of Your cancellation refund. We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us. If We are unable to repair Your Product, replacement of Your covered Product will be provided for with a store voucher or check equal to the original purchase price of the covered Product. Refund of the original Product purchase price will fulfill this Agreement in its entirety and will cancel and discharge all further obligations under this Agreement. With respect to each Product covered under this Agreement, Our liability is limited to the original retail purchase price You paid for such Product. We may not cancel this Agreement once it has been in effect for seventy (70) days, except under the following conditions: failure to pay the Agreement purchase price; the conviction of You of a crime which results in an increase in the Service required under the Agreement; fraud or material misrepresentation by You in purchasing the Agreement or obtaining Service; the discovery of an act or omission, or a violation of any condition of the Agreement by You which substantially and materially increases the Service required under the Agreement; or a material change in the nature or extent of the Service required under the Agreement which occurs after the purchase of the Agreement and substantially and materially increases the Service required beyond that contemplated at the time of purchase. If We cancel the Agreement, You will be refunded the unearned pro rata purchase price of the Agreement. This Agreement is not renewable.

IN NEW HAMPSHIRE: In the event You do not receive satisfaction under this Plan, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord NH 03301, (800) 852-3416.

IN NEW MEXICO: We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us. We may not cancel this Agreement once it has been in effect for seventy (70) days, except under the following conditions: (a) failure to pay the Agreement purchase price; (b) the conviction of You of a crime which results in an increase in the Service required under the Agreement; (c) fraud or material misrepresentation by You in purchasing the Agreement or obtaining Service; (d) or the discovery of an act or omission, or a violation of any condition of the Agreement by You which



substantially and materially increases the Service required under the Agreement. If We cancel, You will receive a refund equal to the unearned pro rata purchase price less the cost of any repairs made.

IN NEW YORK: We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within thirty (30) days after return of the Agreement to Us.

The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo. The terms of the manufacturer's warranty and any applicable extended warranty related to the Product are hereby incorporated by reference into this Agreement and are a part of this Agreement. Article 79 of the New York Insurance Law applies to the manufacturer's warranty and any extended warranty incorporated by reference into this Agreement. If there is a conflict between the manufacturer's warranty or extended warranty incorporated by reference into this Agreement, this Agreement shall govern. The date and cost of this Agreement are as set forth in Your Invoice. If no claim has been made under this Agreement and You cancel this Agreement during the period specified in 10 of this Agreement, this Agreement shall be void and You shall be entitled to a full refund of the cost hereof.

IN NORTH CAROLINA: We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us. The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

IN OHIO: The obligations of the Provider under this Agreement are insured under a reimbursement insurance policy issued by Virginia Surety Company, Inc., 175 W. Jackson Blvd., Chicago, IL 60604. In the event that the Provider ceases to operate, is bankrupt, or Your claim is not paid within sixty (60) days after proof of loss has been filed, You may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-209-6206.

IN OKLAHOMA: The Cancellation provision of Your Agreement is deleted in its entirety and replaced by the following: If You cancel the Agreement, You shall receive a refund equal to ninety percent (90%) of the unearned pro rata purchase price. If We cancel the Agreement, You shall receive a refund equal to one hundred percent (100%) of the unearned pro rata purchase price of the Agreement. No claim incurred or paid shall be deducted from the amount of Your cancellation refund.

IN OREGON: We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us. The last paragraph of Section 10 is deleted in its entirety. It is not applicable to You. For Oregon consumers, any arbitration proceedings arising as a result of this Agreement shall be conducted in accordance with Sections 36.600 through 36.740 of the Oregon Revised Statutes. The obligations of the Provider under this Agreement are insured under a reimbursement insurance policy issued by Virginia Surety Company, Inc., 175 W. Jackson Blvd., Chicago, IL 60604. In the event that the Provider ceases to operate, is bankrupt, or Your claim is not paid within sixty (60) days after proof of loss has been filed, You may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-209-6206.

IN SOUTH CAROLINA: We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee or a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the covered product or its use. If You have a question, a complaint or Your claim is not handled in a timely manner, You may contact the South Carolina Department of Insurance, P. O. Box 100105, Columbia, South Carolina, 29202-3105, Telephone (800) 768-3467. The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

IN TEXAS: We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us. Prior notice is not required if the reason for cancellation is nonpayment of the Provider fee or a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the covered Product or its use. If You have a question or complaint, You may contact the Texas Department of Licensing and Regulations, P. O. Box 12157, Austin, Texas 78711, (800) 803-9202 or (512) 463-6599. The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo. The service contract provider license number for Lenovo in TX is 617.

IN UTAH: Coverage afforded under the Agreement is not guaranteed by the Property and Casualty Guaranty Association. We can cancel this Agreement during the first sixty (60) days of an annual term by mailing to You a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that We can also cancel this Agreement during such time period for nonpayment of premium by mailing You a notice of cancellation at least



thirty (30) days prior to the effective date of cancellation. After sixty (60) days have elapsed, We may cancel this Agreement by mailing a cancellation notice to You at least thirty (30) days prior to the effective date of cancellation for cancellations due to any of the following reasons: (a) nonpayment of premium; (b) material misrepresentation; (c) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Agreement; or (d) substantial breach of contractual duties, conditions, or warranties. This Agreement does not have a deductible. The obligations of the Provider under this Agreement are insured under a reimbursement insurance policy issued by Virginia Surety Company, Inc., 175 W. Jackson Blvd., Chicago, IL 60604. This Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

IN VERMONT: The obligations of the Provider under this Agreement are insured under a reimbursement insurance policy issued by Virginia Surety Company, Inc., 175 W. Jackson Blvd., Chicago, IL 60604.

IN VIRGINIA: The obligations of the Provider under this Agreement are insured under a reimbursement insurance policy issued by Virginia Surety Company, Inc., 175 W. Jackson Blvd., Chicago, IL 60604.

IN WASHINGTON: "Definitions" Section is deleted in its entirety and replaced with the following: "In Washington "We", "Us", "Our" and "Obligor", means ServicePlan, Inc., 175 W. Jackson, 11th Floor, Chicago, IL. 60604." Obligations of the Obligor under this Agreement are backed by the full faith and credit of the Obligor." We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us. In the event We cancel the Agreement, We will mail a written notice to You at Your last known address at least twenty-one (21) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation.

IN WISCONSIN: We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us. **This Agreement is subject to limited regulation by the Office of the Commissioner of Insurance of the State of Wisconsin.**

IN WYOMING: The obligations of the Provider under this Agreement are insured under a reimbursement insurance policy issued by Virginia Surety Company, Inc., 175 W. Jackson Blvd., Chicago, IL 60604. In the event that the Provider ceases to operate, is bankrupt, or Your claim is not paid within sixty (60) days after proof of loss has been filed, You may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-209-6206.

The Cancellation provision of Your Agreement is updated to include the following "We shall mail a written notice to You at the last known address contained in Our records at least ten (10) days prior to cancellation.

The following paragraph of the General provision of Your Agreement is deleted in its entirety "Neither of us will bring a legal action arising out of or related to this Agreement or a Service more than two years after the cause of action arose unless otherwise provided by applicable law without the possibility of waiver by contract." and replaced by the following "Neither of us will bring a legal action arising out of or related to this Agreement or a Service more than four (4) years after the cause of action arose unless otherwise provided by applicable law without the possibility of waiver by contract.

Prior notice is not required if the reason for cancellation is nonpayment of the Provider fee or a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the covered Product or its use. We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us.

Attachment C

A. Nondiscrimination and Affirmative Action

- a) For purposes of this Section A of this Attachment C, the following terms are defined as follows:
- i. "Commission" means the Commission on Human Rights and Opportunities;
 - ii. "Contract" and "contract" include any extension or modification of this Agreement;
 - iii. "Consultant" and "Consultant" include any successors or assigns of the Consultant or Consultant;
 - iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
 - v. "Good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - vi. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 - vii. "Marital status" means being single, married, widowed, separated or divorced as recognized by the State of Connecticut,;
 - viii. "Mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders," or a record of or regarding a person as having one or more such disorders;
 - ix. "Minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which are owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
 - x. "Public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include an agreement where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Connecticut General Statutes § 1-120, (3) any other state, including but not limited to, any federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 1-267, (4) the federal government, (5) a foreign government, or (6) an

agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- b) IPC agrees and warrants that in the performance of the Contract it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, genetic information, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by IPC that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and IPC further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, genetic information, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by IPC that such disability prevents performance of the work involved; (2) IPC agrees, in all solicitations or advertisements for employees placed by IPC or on behalf of the Client, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) IPC agrees to provide each labor union or representative of workers with which IPC has a collective bargaining agreement or other contract or understanding and each vendor with which IPC has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of IPC commitments under this Section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) IPC agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) IPC agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Consultant as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, IPC agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- c) Determination of the IPC's good faith efforts shall include, but shall not be limited to, the following factors: IPC's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- d) IPC shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- e) IPC shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and/or the Exchange and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. IPC shall take such action with respect to any such subcontract or purchase order the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided if

IPC becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Consultant may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- f) IPC agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

B. Certain State Ethics Requirements.

- a) For all State contracts as defined in P.A. 07-01 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contributions and solicitation prohibitions and will inform its principals of the contents of the notice.
- b) For all State contracts having a value in a calendar year of \$50,000 or more or a combination or series of such agreements within a twelve month period having a value of \$50,000 or more, pursuant to Governor M. Jodi Rell's Executive Order No. 1, paragraph 8, and Governor M. Jodi Rell's Executive Order No. 7C, paragraph 10(a), IPC must submit a contract certification annually to update previously-submitted certification forms for state contracts. Consultants must use the Gift and Campaign Contribution Certification (CT HIX Ethics Form 1) for this purpose, attached as Appendix A. The first of these Ethics Form 1 certifications is due on the first annual anniversary date of the execution of this Agreement and subsequent certifications are due on every succeeding annual anniversary date during the time that this Agreement is in effect, including the first anniversary date following the termination or expiration of this Agreement or conclusion of the Services. This provision shall survive the termination or expiration of this Agreement in order for the Consultant to satisfy its obligation to submit the last certification.

C. Applicable Executive Orders of the Governor.

The Consultant shall comply, to the extent applicable, with the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings, Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace and Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms. These Executive Orders are incorporated into and are made a part of this Agreement as if they had been fully set forth in it. At IPC's request, the Exchange shall provide a copy of these orders to Thomas Byrne Associates.

D. Freedom of Information Act.

IPC acknowledges that the Exchange is subject to the Connecticut Freedom of Information Act ("FOIA"). As a result, no information provided to the Exchange by IPC or any Consultant Agent, regardless of its form, shall be considered confidential, even if marked as such. In no event shall the Exchange have any liability for the disclosure of documents or information in its

possession which the Exchange believes it is required to disclose pursuant to FOIA or any other law.

E. Trafficking Victims Protections Act of 2000, as amended.

Neither IPC nor its employees shall:

- i. engage in severe forms of trafficking in persons during the term of this Agreement;
- ii. procure a commercial sex act during the term of this Agreement; or
- iii. use forced labor in the performance of this Agreement.

E. Cost Principles for State, Local and Tribal Governments

As a Subcontractor of a federal grant recipient, Contractor is subject to the federal cost principle requirements as set forth in Title 2 Part 225, State, Local, and Indian Tribal Governments (previously A-87), if applicable.

F. Subcontractor Reporting and Executive Compensation.

As a Subcontractor of a federal grant recipient, Contractor is subject to the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of Public Law 110-252 and implemented by 2 CFR Part 170, if applicable. Subcontractors of a federal grant recipient must report information for each first tier subaward of \$25,000 or more in Federal funds and executive total compensation for the recipient's and subrecipient's five most highly compensated executives as outlined in Appendix A to 2 CFR Part 170. Information about the Federal Funding and Transparency Act Subaward Reporting System (FSRS) is available at www.fsrs.gov.

G. Central Contractor Registration and Universal Identifier Requirements.

As a Subcontractor of a federal grant recipient, Contractor is subject to the requirements of 2 CFR part 25, Appendix A, if applicable.



CONNECTICUT HEALTH INSURANCE EXCHANGE
NONDISCRIMINATION CERTIFICATION - Affidavit by Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with The Connecticut Health Insurance Exchange valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of the Superior Court or Notary Public. Submit to The Connecticut Health Insurance Exchange prior to contract execution.

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath. I am Director of Integration Partners, an entity
Signatory's Title Name of Entity

duly formed and existing under the laws of Massachusetts
Name of State of Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of Integration Partners and that Integration Partners
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

[Signature] 9/11/13
Authorized Signatory Date

David Naha bedian
Printed Name

Sworn and subscribed to before me on this 11th day of September, 20 13

[Signature] 5/31/2017
Commissioner of the Superior Court/ Notary Public Commissioner Expiration Date



CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any campaign contributions to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that all lawful campaign contributions that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

Lawful Campaign Contributions to Candidates for Statewide Public Office:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>
NA				

Lawful Campaign Contributions to Candidates for the General Assembly:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>
NA				

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Integration Partners
Printed Contractor Name

David Nahabedian
Printed Name of Authorized Official

[Signature]
Signature of Authorized Official

Subscribed and acknowledged before me this 11th day of September, 2013.



[Signature]
Commissioner of the Superior Court (or Notary Public)

