

MOBILE APPLICATION DEVELOPMENT AGREEMENT

THIS MOBILE APPLICATION DEVELOPMENT AGREEMENT (this "Agreement") is entered into this 23rd day of May, 2014 (the "Effective Date") between the Connecticut Health Insurance Exchange d/b/a Access Health CT, a quasi-public agency created by the State of Connecticut (the "State") pursuant to Public Act 11-53, with an office at 280 Trumbull Street, Hartford, Connecticut, 06103 (the "Exchange") and Amtex Systems Inc., a New Jersey corporation, with an office at 50 Broad Street, Suite 801, New York, NY 10004 (the "Contractor").

WHEREAS, the Exchange requires the services of a Mobile Application contractor to develop a mobile application platform for its Integrated Eligibility System;

WHEREAS, the Contractor possesses experience and qualifications in performing the services described;

WHEREAS, the Exchange wishes to engage the Contractor to perform the services described below.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. The Exchange desires the Contractor to perform, and the Contractor agrees to perform, the services specified in Exhibit A (the "Services").
2. Administration.
 - a) The individuals in charge of administering this Agreement on behalf of the Exchange and the Contractor, respectively, are set forth on Exhibit A.
3. Time of Performance and Term.
 - a) The Contractor shall perform the Services at such times and in such sequence as may be reasonably requested by the Exchange. The Contractor shall comply with any timeline or deadlines set forth in Exhibit A.
 - b) Except as otherwise set forth in Exhibit A, this Agreement will run from its Effective Date until the Services are completed to the reasonable satisfaction of the Exchange, unless sooner terminated in accordance with the provisions herein.
4. Termination.
 - a) Notwithstanding any other provision of this Agreement, the Exchange may terminate this Agreement at any time for any reason. The Exchange shall notify the Contractor in writing, specifying the effective date of the termination and the extent to which the Contractor must complete performance of the Services prior to such date.
 - b) Upon receipt of written notification of termination from the Exchange, the Contractor shall immediately cease to perform the Services (unless otherwise directed by the Exchange in the notice). Upon written request from the Exchange, the Contractor shall assemble and deliver to the Exchange all Records (as defined in Section 8 (a) below) in its possession or custody; with the exception of one copy being retained to keep record of obligations, as soon as possible and no

later than thirty (30th) days following the receipt of a written termination notice, together with a final invoice for Services performed to date.

- c) The Exchange shall, within forty-five (45) days of final billing, pay the Contractor for Services completed to the reasonable satisfaction of the Exchange and any out-of-pocket costs to which the Contractor is entitled pursuant to Exhibit A. Notwithstanding any other term of this Agreement, the Contractor shall not be entitled to receive, and the Exchange shall not be obligated to tender to the Contractor, any payments for anticipated or lost profits.

5. Payment.

- a) The Exchange agrees to compensate the Contractor as set forth in Exhibit A.
- b) Compensation will be paid only after the submission of itemized documentation, in a form acceptable to the Exchange. Unless otherwise specified in Exhibit A, the Contractor shall bill the Exchange on a monthly basis. The Exchange may, prior to authorizing payment under this Section, require the Contractor to submit such additional accounting and information as it deems to be necessary or appropriate.
- c) In addition to all other remedies that the Exchange may have, the Exchange may set off any costs or expenses that the Exchange incurs resulting from the Contractor's unexcused non-performance under this Agreement against those amounts that are due or may become due from the Exchange to the Contractor under this Agreement solely for those deliverables that the Exchange judges do not meet reasonable expectations of Contractor's performance, and which have been mutually agreed upon in advance per written communication between the Exchange and Contractor. This right of setoff shall not be deemed to be the Exchange's exclusive remedy for the Contractor's breach of this Agreement, all of which shall survive any setoffs.
- d) The Exchange agrees to compensate the Contractor for late payment of properly submitted invoices for work adequately performed, at the rate of 1% per month (including partial months) for payments made more than 60 days after receipt of such invoices.

6. Cross Default.

6.1 If the Contractor breaches, defaults or in any way fails to perform satisfactorily under this Agreement, then the Exchange may treat any such event as a breach, default or failure to perform under any other agreements or arrangements ("Other Agreements") that the Contractor has with the Exchange. Accordingly, the Exchange may then exercise any and all of its rights or remedies provided for in this Agreement or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any other rights or remedies of the Exchange, as if the Contractor had breached the Other Agreements.

6.2 If the Contractor breaches, defaults or in any way fails to perform satisfactorily under any Other Agreements with the Exchange, then the Exchange may, without any action whatsoever required of the Exchange, treat any such event as a breach, default or failure to perform under this Agreement. Accordingly, the Exchange may then exercise any and all of its rights or remedies provided for in the Other Agreements or this Agreement, either selectively or collectively and without such election being deemed to prejudice any other rights or remedies of the Exchange, as if the Contractor had breached this Agreement.

7. Representations and Warranties. The Contractor represents and warrants, as applicable, that:

- a) The Contractor possesses the experience, expertise and qualifications necessary to perform the Services;
- b) The Contractor has taken all necessary action to authorize the execution, delivery and performance of the proposal and this Agreement and has the power and authority to execute, deliver and perform its obligations under this Agreement;
- c) The execution, delivery and performance of this Agreement will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the state; or (3) any agreement, document or other instrument to which the Contractor is a party or by which it may be bound;
- d) The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions with any governmental entity;
- e) The Contractor has, in any of their current or former jobs or assignments, not been convicted of, or had a civil judgment rendered against them, for commission of fraud or a criminal offense in connection with obtaining or performing a transaction or contract with any governmental entity;
- f) The Contractor is not presently indicted or, to the best of the Contractor's knowledge, under investigation for, or otherwise criminally or civilly charged by, any governmental entity with commission of any of the offenses listed above; and
- g) None of Contractor's prior contracts with any governmental entity has been terminated by the governmental entity for cause.

8. Records/Intellectual Property.

- a) The term "Records" means all working papers and such other information and materials as may have been accumulated or generated by the Contractor or Contractor Agents in performing under this Agreement, including, but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form, including by magnetic or electronic means.
- b) The parties, upon written request from the other party, shall provide to the other within a reasonable time, all original Records, or, in the sole discretion of the requesting party, copies thereof. The parties shall otherwise maintain all original Records, or copies thereof, for a period of five (5) years after the termination of this Agreement. Unless the parties agree otherwise in writing, all intellectual property rights existing prior to the Effective Date, will belong to the party that owned such rights prior to. Neither party will gain by virtue of this Agreement any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by the other.

- c) The Exchange shall own all work product, and the copyright therein, resulting from the Services rendered by Contractor under this Agreement. The Contractor 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. Insurance.

9.1 Before commencing performance of the Services, the Contractor shall obtain and maintain at its own cost and expense for the duration of this Agreement, the following insurance:

- (a) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the work covered by this Agreement or the general aggregate limit shall be twice the occurrence limit.
- (b) Automobile Liability: Contractor shall maintain automobile coverage in the amount of \$1,000,000 combined single limit per accident for bodily. Coverage extends to owned, hired and non-owned automobiles. If the Contractor does not own an automobile, but one is used in the performance of the Services, then only hired and non-owned coverage is required.
- (c) Workers' Compensation and Employers Liability: coverage in compliance with applicable workers compensation laws. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
- (d) Professional Liability: The Contractor shall secure and maintain Errors and Omissions coverage in a form acceptable to the Exchange in the minimum amount of Five Million Dollars \$1,000,000 aggregate, with a deductible not to exceed Ten Thousand Dollars (\$10,000.00).

9.2 Promptly upon a request by the Exchange, the Contractor shall furnish to the Exchange on a form or forms acceptable to the Exchange, a Certificate(s) of Insurance, including amendment(s), fully executed by an insurance company or companies satisfactory to the Exchange for the insurance policies required above.

10. Indemnification.

- a) The Contractor shall indemnify, defend and hold harmless the Exchange, the State and their respective officers, representatives, agents, employees, successors and assigns from and against any and all (a) Claims (as defined below) arising, directly or indirectly, in connection with this Agreement, including any acts of commission and/or any omissions (collectively the "Acts"), of the Contractor or Contractor Agents (as defined below); and (b) liabilities, damages, losses, costs and expenses, including, but not limited to, attorneys' fees and other professionals' fees, arising, directly or indirectly, in connection with the Claims, Acts or Agreement. The term "Claims"

means all actions, suits, claims, demands, investigations and proceedings of any kind, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any form.

- b) The term "Contractor Agents" means the Contractor's members, directors, officers, shareholders, partners, managers, representatives, agents, servants, consultants, employees, or any other person or entity whom the Contractor retains to perform under this Agreement in any capacity.

11. Independent Contractor. The Contractor is an independent contractor of the Exchange. This Agreement shall not create the relationship of employer and employee, a partnership or a joint venture between the Contractor and the Exchange. The Contractor shall be solely liable for all wages, benefits and tax withholding for himself and shall comply with all applicable tax laws. The parties are not an agent to the other, and shall have no authority to bind the Exchange.

12. Compliance with Laws. The Contractor will comply with all applicable state and federal laws and municipal ordinances in satisfying obligations under this Agreement, including, but not limited to, Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics.

13. Notice of Special Compliance Requirements. The Contractor shall comply with all provisions set forth on Exhibit B with respect to Nondiscrimination and Affirmative Action, Certain State Ethics Requirements, Applicable Executive Orders of the Governor, and the Trafficking Victims Protection Act, and shall comply as applicable with the Cost Principles for State, Local and Tribal Governments, Subcontractor Reporting and Executive Compensation, and General Contractor Registration and Universal Identifier Requirements.

14. Confidentiality.

14.1 In the event and to the extent that the Contractor has access to information which is confidential or of a proprietary nature to the Exchange, including, but not limited to, Records, enrollment lists and personal data, technical, marketing and product information and any other proprietary and trade secret information, whether oral, graphic, written, electronic, or in machine readable form ("Confidential Information"), the Contractor agrees to keep all Confidential Information strictly confidential and not to use or disclose to others the Confidential Information without the Exchange's prior written consent. If the Contractor is required to disclose Confidential Information by law or order of a court, administrative agency, or other governmental body, then it shall provide the Exchange with prompt notice of the order or requirement, so that the Exchange may seek a protective order or otherwise prevent or restrict such disclosure.

14.2 The Contractor acknowledges that the Exchange is subject to the Connecticut Freedom of Information Act ("FOIA"). As a result, no information provided to the Exchange by the Contractor or any Contractor 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.

For any and all information that Contractor believes to be exempt from disclosure under FOIA, Contractor must identify the specific information, provide an explanation and rationale sufficient to justify each claimed exemption consistent with Connecticut General Statutes § 1-210(b) along with such

redacted version of the document. For the avoidance of doubt, Contractor is not permitted to claim a general exemption from FOIA for the entirety of any document.

15. Notices. Any notice required or permitted to be given under this Agreement shall be deemed to be given when hand delivered or one (1) business day after pickup by any recognized overnight delivery service. All such notices shall be in writing and shall be addressed as follows:

If to the Exchange:

Connecticut Health Insurance Exchange
280 Trumbull Street
Hartford, CT 06103
Attention: General Counsel

If to the Contractor:

Amtex Systems Inc.
50 Broad Street, Suite 801
New York, NY 10004
Attn: Dinu Kotian

16. Miscellaneous.

16.1 This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut, without regard to its conflicts of law principles. The parties irrevocably consent to the exclusive jurisdiction and venue of any state or federal court of competent jurisdiction in Hartford County, Connecticut in any action, suit, or other proceeding arising out of or relating to this Agreement, and waive any objection to venue based on the grounds of *forum non conveniens* or otherwise.

16.2 This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Notwithstanding the foregoing, the Contractor may not assign this Agreement or delegate its duties without the Exchange's prior written permission. Any other assignment in violation of this provision will be null and void. The Exchange may transfer or assign its rights and obligations under this Agreement without the prior written consent of the Contractor. This Agreement shall not be binding on the Exchange, and the Exchange shall assume no liability for payment for Services, unless and until a copy of the Agreement, executed on behalf of each party, is delivered by the Exchange to the Contractor.

16.3 If any provision of this Agreement, or application to any party or circumstances, is held invalid by any court of competent jurisdiction, the balance of the provisions of this Agreement, or their application to any party or circumstances, shall not be affected, provided that neither party would then be deprived of its substantial benefits hereunder.

16.4 The Exchange and the Contractor shall not be excused from their obligations to perform in accordance with this Agreement except in the case of force majeure events and as otherwise provided for in this Agreement. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such

nonperformance. "Force majeure events" means events that materially affect the time schedule within which to perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.

16.5 The parties shall not refer to the Services provided to the Exchange for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without the other parties' prior written approval.

16.6 The Contractor shall reasonably cooperate with any and all audit or review of billing by the Exchange or any other agency, person or entity acting on behalf of the Exchange, and shall, upon written request, provide billing in a format which will facilitate audit or review.

16.7 Neither the failure nor the delay of any party to exercise any right under this Agreement on one or more occasions shall constitute or be deemed a waiver of such breach or right. Waivers shall only be effective if they are in writing and signed by the party against whom the waiver or consent is to be enforced. No waiver given by any party under this Agreement shall be construed as a continuing waiver of such provision or of any other or subsequent breach of or failure to comply with any provision of this Agreement.

16.8 The parties acknowledge and agree that nothing in any request for proposal or this Agreement shall be construed as a modification, compromise or waiver by the Exchange of any rights or defenses or any immunities provided by federal or state law to the Exchange or any of its officers and employees. To the extent that this Section conflicts with any other section, this Section shall govern.

16.9 The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope of content of any of its provisions.

16.10 Any provision of this Agreement, the performance of which requires that it be in effect after the expiration and/or termination of this Agreement, shall survive such expiration and/or termination.

16.11 This Agreement constitutes the entire agreement between the parties and supersedes all other agreements, promises, representations, and negotiations, regarding the subject matter of this Agreement.

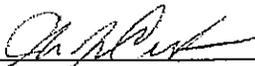
16.12 No amendment or modification of this Agreement or any of its provisions shall be effective unless it is in writing and signed by both parties.

16.13 This Agreement may be executed in any number of counterparts and by facsimile signature. All of such counterparts taken together shall, for all purposes, constitute one agreement binding upon all of the parties.

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SIGNATURES ON FOLLOWING PAGE**

IN WITNESS WHEREOF, this Agreement has been read and signed by the duly authorized representative of each party.

**THE CONNECTICUT HEALTH
INSURANCE EXCHANGE d/b/a*
ACCESS HEALTH CT**



Kevin J. Counihan
CEO

5/29/14

Date

AMTEX SYSTEMS INC.



Dinu Kotian
CFO

5/29/2014

Date

Exhibit A

Purpose:

The Patient Protection and Affordable Care Act ("ACA") requires that the Exchange provide multiple avenues for Connecticut residents to use for purposes of enrollment in health care coverage through the Connecticut Marketplace. The Exchange desires to make its Integrated Eligibility System available to Connecticut residents through various mobile application platforms so that they may enroll using their mobile phone or mobile devices.

The Contractor shall perform the following Services under this Agreement:

Develop a mobile application for the Exchange's Integrated Eligibility System to provide the following mobile platforms:

- a) iOS
 - i. iPhone 4s
 - ii. iPhone 5, iPhone 5s, iPhone 5c
 - iii. iPad2, iPad3, iPad Air, iPad mini
- b) Android
 - i. Android phone with 960dpx720dp
 - ii. 10 inch Android tablet with resolution 720dpx1280dp

I. Scope

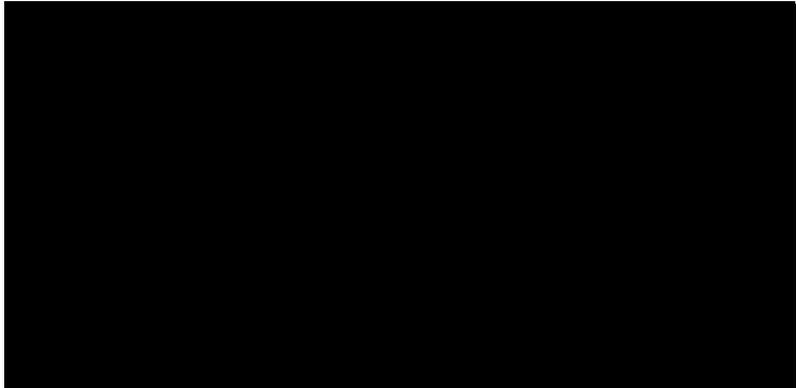
1. Allow consumers to apply and enroll for financial assistance during open and special enrollment periods, including Advance Premium Tax Credits ("APTC")/ Cost Sharing Reductions ("CSR"), Medicaid and the Children's Health Insurance Program ("CHIP") using the mobile application
2. Allow consumers to report changes to their application in their circumstances and accordingly update their enrollment during open and special enrollment periods
3. Allow consumers to manage the authorized representative and contact information in their application
4. Allow consumers to search for In-Person Assistants, Navigators, Brokers and Certified Application Counselors and communicate with them to the extent allowed currently by the www.accesshealthct.com website
5. Provide application level help, including guidance and information for customers included on the website. The application will not include field level help as that is not directly usable in a mobile format.

In order to deliver the above capabilities, Contractor will provide the following software features to the Exchange:

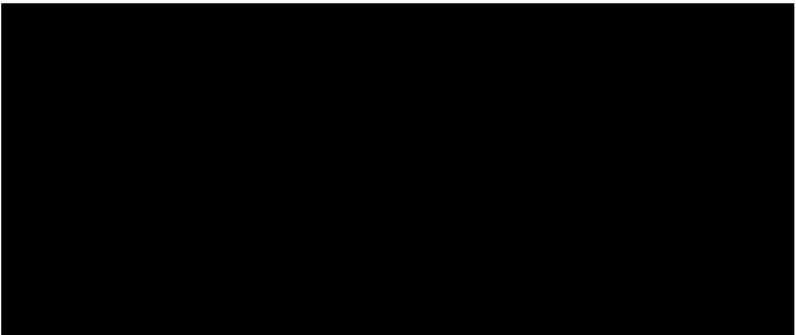
1. Representational State Transfer ("REST") based services to support the mobile application.

- a. These services will reuse existing database and rules logic that the website uses currently to maximize reuse and maintain this logic in a single place
 - b. The services will use the Contractor's Mobile Proxy platform and architecture where possible [REDACTED] as that will maximize the system functionality.
 - c. The REST services will be packaged as a separate web application than the www.accesshealthct.com Customer and Worker portal web applications, keeping it decoupled from the website.
 - i. [REDACTED]
2. REST based services Application Programming Interface ("API") that will be architected to provide a well-defined services contract that can be used to implement a services backend for other States to use to support their mobile applications.
 - a. Implementation of the services for another State will use the same services contract but will update the data storage and retrieval logic and rules invocation specific to that State's rules
 - b. Contractor will provide the Exchange with the source code and full documentation of the services, the service contract and the Web Service Definitions Language ("WSDL") descriptions
3. A well-defined data model for the mobile application to collect information from users and pass it through to the www.accesshealthct.com website
[REDACTED]
4. A mobile application with the following functional features:
 - a. Allow customers to apply for financial assistance including APTC/CSR, Medicaid and CHIP
 - b. Allow customers to enroll in programs where they meet eligibility standards
 - c. Allow customers to shop for plans if they are eligible
 - d. Allow customers to report changes to their application and accordingly update their enrollment
 - e. Allow customers to manage their authorized representative information and contact information via their account
 - f. Allow customers to search for and communicate with In-Person Assisters, Navigators, Brokers and Certified Application Counselors duplicating the website functionality.
5. A mobile application that will interact with the website so that customers are able to start an application on a mobile device and complete it online, or vice-versa.

6. A mobile application interface that will be architected so that it can be transferred to other States by changing the User Interface ("UI") to meet the branding needs of other States.
 - a. The application will maintain the same structure and screen flow when transferring to other States
 - b. The application will allow changes to colors, logos and icons when transferring it to another State. These changes will be made by creating new graphics for the interface and including these in the application that is transferred to another State
7. Deploy and set up the Customer Portal web application and Worker Portal web application in a Cloud environment as a development environment for the backend of the mobile application.
 - a. Access to this development environment will be limited to the Exchange network and Contractor's development center network
 - b. Setup of this environment is a key factor for completing the system development on time. Setup of this environment depends upon the provision of source code and associated documentation by the Exchange in a timely manner
 - c. This will include:



- d. This will NOT include the following



8. The mobile application will be delivered on the following mobile platforms:
 - a. iOS

- i. iPhone 4s
 - ii. iPhone 5, iPhone 5s, iPhone 5c
 - iii. iPad2, iPad3, iPad Air, iPad mini
 - b. Android
 - i. Optimal display will be on:
 1. Android phone with 960dpX720dp
 2. 10 inch Android tablet with resolution 720dpX1280dp
 - ii. The app will also be tested for functional display on:
 1. Android phones with resolution 960dpX720dp
 2. 7 inch Android tablet with resolution 600dpX1024dp
9. Source code and the documentation supporting the mobile application and REST services API required for providing the "mobile solution" to other States.

II. Approach

Two types of services will be used for this work:

1. Services leveraging Contractor's Mobile Proxy platform [REDACTED]
[REDACTED] as these provide the maximum reuse of website code
2. REST services that access the www.accesshealthct.com database and backend facilities. These services will be developed to reuse existing database and rules logic that the website uses currently to maximize reuse and maintain this logic in a single place

[REDACTED]

The services developed for item 2 above will be deployed on the Exchange data center (Connecticut Department of Administrative Services, Bureau of Enterprise Technology ("BEST") infrastructure as a separate web application from the www.accesshealthct.com web applications.

These services will include the functionality required to deliver the functional scope of this Agreement.

The Mobile proxy services will go through and adhere to all of the www.accesshealthct.com security provisions. The REST services will be secured by the www.accesshealthct.com IBM SIM/SAM based security infrastructure.

III. Testing and Deliverable Evaluation and Acceptance

- a) Contractor shall perform Unit Testing of each release to confirm that all source code functions properly and is fit for use. Contractor shall perform Integration Testing to confirm that the services function as described in this Exhibit A to this Agreement. Contractor shall also perform basic User Acceptance Testing (UAT). Contractor shall complete the development of each release and perform the aforementioned testing prior to delivery to the Exchange. The UAT release dates are listed below in Table 1.

- b) Any Deliverable furnished by Contractor under the terms of this Agreement shall be subject to an evaluation and acceptance period in accordance with Section III. c). For a Deliverable installed by Contractor, said period shall commence on the next Exchange work day following receipt of written notification from the Contractor to the Exchange that the Deliverable is installed and ready to undergo evaluation and acceptance testing. Should any Deliverable fail to be evaluated or accepted due to Force Majeure, the evaluation and acceptance period then shall be immediately reinitiated or rescheduled at a later date upon mutual agreement between Contractor and the Exchange.
- c) The Exchange's UAT shall occur after development and system testing of the Deliverable by Contractor with real world scenarios. All UAT releases will include the full application functionality slated for that release. The document arising from UAT is the "User Acceptance Testing Signoff." Successful completion of the Deliverable evaluation and acceptance period shall be determined in accordance with the following procedures:
- i. The Exchange shall approve each Deliverable that conforms in all material respects with the Specifications as set forth in the Agreement. Within ten (10) business days (or other period agreed by the parties in writing) from its receipt of a Deliverable, the Exchange shall provide Contractor with (a) written approval of such Deliverable or (b) a written statement which identifies in reasonable detail, with references to the applicable Specifications, the Deficiencies preventing approval.
 - ii. Contractor shall have five (5) business days (or such other period agreed upon by the parties in writing) from the date it receives the notice of Deficiencies to complete corrective actions in order for such Deliverable to conform in all material respects to the applicable Specifications. The Exchange will complete its review of the corrected Deliverable and notify Contractor in writing of acceptance or rejection in accordance with the foregoing provisions of this Section within five business (5) days from the date it receives the corrected Deliverable (or such other period agreed upon by the parties in writing).
 - iii. To the extent that any Deliverable has been approved by the Exchange, in accordance with the provisions of this Section III, at any stage of Contractor's performance, such approval may influence future services provided by the Contractor under this Agreement. The Exchange agrees to complete any required Contractor acceptance certificate after testing and acceptance of the Deliverable (which certificate shall not contain any terms and conditions).
- d) The Exchange will provide UAT resources, and Table 2 lists Contractor's suggested timeline for completion of the Exchange's UAT.

Table 1 Proposed UAT release schedule

Release	Projected UAT Release Date	Key features
iPhone release	25-Aug-14	<ul style="list-style-type: none"> • Services for supporting functionality in scope • iOS application for supporting functionality in scope
iPad release	08-Sep-14	<ul style="list-style-type: none"> • Updated design for taking advantage of tablet form factor

		<ul style="list-style-type: none"> • iPad application for supporting functionality in scope
Android Phone release	22-Sep-14	<ul style="list-style-type: none"> • Android application for supporting functionality in scope
Android Tablet release	06-Oct-14	<ul style="list-style-type: none"> • Updated design for taking advantage of tablet form factor • iPad application for supporting functionality in scope

Table 1 Projected UAT completion and App Store release dates

Release	Projected UAT Completion Date	Projected App Store Submission Date
iPhone release	29-Sep-14	06-Oct-14
iPad release	13-Oct-14	20-Oct-14
Android Phone release	27-Oct-14	03-Nov-14
Android Tablet release	10-Nov-14	14-Nov-14

IV. Warranty

The Contractor shall provide a warranty for all Deliverables for a period of 6 months after written approval is provided for release acceptance by an Exchange authorized representative. The Contractor represents and warrants that the Deliverables shall operate free of Defects which shall mean any deficiencies that could not have been reasonably identified by the acceptance process as described in Section III. For the purposes of this Agreement, "deficiencies" shall mean a failure of the software to conform in all material respects to the Specifications for each Release. If bringing a Deliverable into compliance with the warranty during the applicable Warranty Period necessitates a change to documentation and/or training materials, Contractor will update such documentation and/or training materials accordingly without cost to the Exchange.

Contractor shall modify, adjust, repair and/or replace software defects in the Deliverables, at no charge to the Exchange, as necessary to bring such Deliverables into compliance with the Specifications.

If a Deliverable is not in compliance with the Specifications during the applicable Warranty Period, the Exchange shall give Contractor written notice of the Defects providing Contractor with reasonable adequate documentation and reproduction or demonstration of such Deficiencies to Contractor, if possible, so that the cause of such Defects may be traced and corrected. Contractor shall then have a reasonable period of time following notification by the Exchange or as otherwise agreed between the parties, with the reasonableness of the response and correction time being determined based up the nature and severity of the Defect and the impact the Defect is having on the Exchange's operations, to correct such Defects..

This Warranty does not include extension of the application features or developing new application features.

The Warranty shall not apply with respect to documentation, nor to hardware or software, that is supplied by a third party to the Exchange. The terms and conditions of the warranty to the Exchange with respect to such documentation, hardware or software will be provided by the third party vendor of such hardware or software to the Exchange.

The Exchange does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or implied warranty of merchantability. Subject to the preceding sentence, Contractor does not and will not provide any representation, warranty or other form of assurance as to the quality, performance, or fitness of any software or hardware or other product that is or shall be selected by the Exchange.

V. Status Updates and Application demonstrations

Contractor will provide the Exchange with weekly status updates for the project, and a demonstration of the application with added features at the end of each release.

VI. Scope for Each Release

Contractor will provide a detailed plan, including the scope of each release, at the end of Release 1.

Staffing

Contractor will commit the following key staff to this project:

██████████ Project Manager and main point of contact for the Exchange. ██████████ will provide oversight to the Contractor's team and serve as the main point of contact for the Exchange for all project related, administrative, and other inquiries.

██████████ Technical lead for the project. ██████████ will lead the architecture, technical design and the development of the end to end platform including mobile and

██████████ Mobile development lead for the project. ██████████ will supervise the development of the mobile application on all the platforms included in this agreement.

These key resources will supervise a team of technical staff in implementing the Exchange mobile platform as described in this agreement.

Administration

The individual in charge of administering this Agreement on behalf of the Exchange is James Wadleigh.

The individual in charge of administering this Agreement on behalf of the Contractor is Dinu Kotian.

Deadlines/Timeline

Contractor shall perform the Services in a timely manner consistent with the needs of the Exchange, recognizing that the Exchange will require immediate assistance. If not sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall expire January 31, 2015.

The Exchange desires to release a mobile application pursuant to this Agreement prior to the November 2014 Open Enrollment period.

Contractor will utilize an agile/iterative approach for this project and will show the Exchange regular results.

Contractor will use an iterative approach to developing the mobile applications for various platforms as per the schedule depicted below.

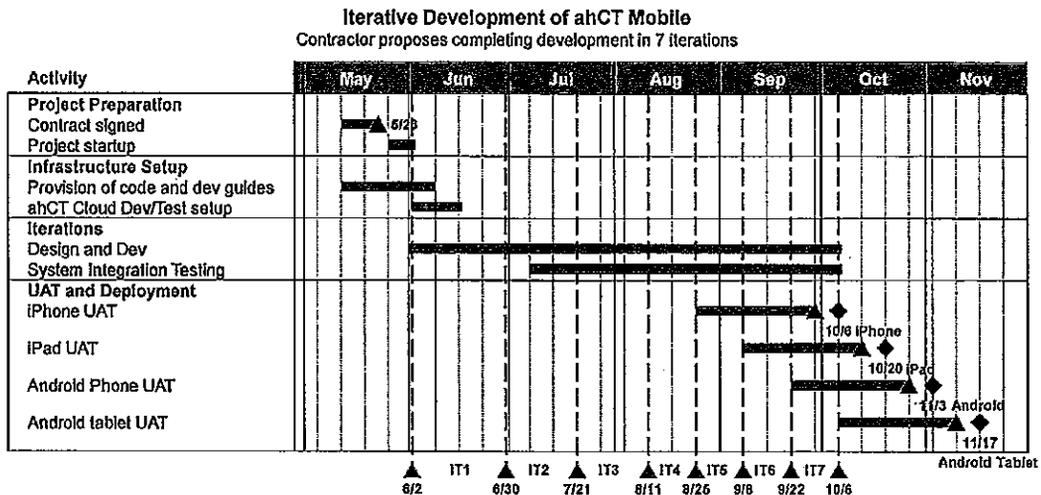


Figure 1 Proposed iterative schedule for mobile application development

Contractor will complete the first iteration in 5 weeks as it requires planning and initial design, followed by two 5 week iterations and then four 2 week iterations. Additionally Contractor will perform system integration testing for each iteration after completing the first iteration. This continuous, long period of testing will provide a high quality release for UAT testing.

Notes related to the release schedule

- Each release includes the complete functional scope of this Agreement for the relevant mobile platform
- Details of the devices included in each platform are included in Section "I Scope"
- The app store submission date assumes a timely completion of UAT and approval by the Exchange for app store submission.



Payment Schedule

The proposed payment schedule for Contractor's fees is as follows:

Milestone	Projected completion date
Phase 1 – iPhone ready for app store submission	May 02, 2014 (Phase 1 iPhone is already complete)
Phase 2 Start (and preliminary work)	May 23, 2014
Phase 1 – Android Phone ready for app store submission	23-May-14
Phase 1 – iPad app ready for store submission	02-June-14
Phase 1 – Android tablet app ready for store submission	23-June-14
Phase 2 – Iteration 1 and 2 complete	21-July-14
Phase 2 – Iteration 3, 4 complete	25-Aug-14
Phase 2 – Iteration, 5, 6 complete	22-Sep-14
Phase 2 – iPhone app ready for store submission	06-Oct-14

Phase 2 – iPad app ready for store submission	20-Oct-14	[REDACTED]
Phase 2 – Android Phone ready for app store submission	03-Nov-14	
Phase 2 – Android Tablet ready for app store submission	14-Nov-14	

Figure 2 Proposed payment for Phase 1 and Phase 2 of the Exchange mobile platform development

Additional Costs

In addition to Contractor’s Fixed Price professional fees, the Exchange will be required to incur the following separate costs for this project not included in this Agreement:

Developer Account Fees

1. Apple fees to create and maintain an Apple developer account.
2. Google fees to create and maintain a Google developer account.

Infrastructure Fees

Contractor will procure hosting services for the Mobile Proxy on Cloud infrastructure. [REDACTED] During the course of the project, Contractor will confirm the hosting fees. Contractor will manage [REDACTED] infrastructure during the course of this project and pass through the cost to the Exchange with no additional fees added to this cost. The Exchange will pay these fees directly after the completion of the project.

Billing

The Contractor shall submit invoices at the completion of the releases listed in the Exhibit A above and when the application is “ready for app store submission.” Invoices are tied to the delivery of the developed system. Invoices shall include the Contractor’s name and address, the Milestone covered by the invoice, a brief synopsis of the work performed, and the amount due for the Milestone covered by the invoice.

Expenses

The Contractor shall submit expenses for any travel related to the project pursuant to the Exchange’s travel reimbursement policies. The work covered by this Agreement will be primarily performed at the Contractor’s development facilities. Travel to the Exchange’s offices is expected only when requested by the Exchange for the purpose of meetings, product demonstrations, training sessions or other activities where the Exchange requires the Contractor to be present at the Exchange’s offices in person.

Exhibit B

A. Nondiscrimination and Affirmative Action

- a) For purposes of this Section A of this Exhibit B, 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. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - 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) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, 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 such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor 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 the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this Section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor 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 Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor 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 Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and/or the Exchange and such provisions shall be binding on a subcontractor, vendor or

manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order 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 such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

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

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) 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), the Contractor must submit a contract certification annually to update previously-submitted certification forms for state contracts. Contractors must use the Gift and Campaign Contribution Certification (CT HIX Ethics Form 1) for this purpose, attached as Appendix A. The first of these CT HIX 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 Contractor to satisfy its obligation to submit the last certification.

C. Applicable Executive Orders of the Governor.

The Contractor 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 the Contractor's request, the Exchange shall provide a copy of these orders to the Contractor.

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

Neither the Contractor nor the Contractor's 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.

Appendix A

Required Ethics and Non Discrimination Certifications

Ethics Form 1: State of Connecticut Gift and Campaign Contribution Certification

Ethics Form 5: Consulting Agreement Affidavit

Ethics Form 6: Affirmation of Receipt of State Ethics Law Summary

Ethics Form 7: Iran Certification Form

Form C: Non Discrimination Certification – Affidavit