Agreement Between
MTM Technologies, Inc. and
Connecticut State University System
For Cisco Equipment

This Agreement is made this 31st day of October, 2006, by and between MTM Technologies, Inc. with an office at 70 Inwood Road, Rocky Hill, CT 06067 (hereinafter the "Contractor") and the Connecticut State University System, a constituent unit of the State of Connecticut System of Higher Education located at 39 Woodland Street, Hartford, Connecticut, 06105-2337 (hereinafter "CSUS").

1. Agreement:
This Agreement, pursuant to an award made to the contractor based upon Contractors response to RFP CSU-0279-3, provides for Cisco equipment, software and accessories, and the arrangement for the support and maintenance of said equipment and software to be procured, delivered and installed at each of the four Connecticut State Universities and the System Office. (Universities are: Central Connecticut State University, New Britain, CT; Eastern Connecticut State University, Willimantic, CT; Southern Connecticut State University, New Haven, CT; Western Connecticut State University, Danbury, CT) This contract is extended to participating members of the Connecticut Colleges Purchasing Group (CCPG), subject to the Contractor’s acceptance.

2. Term and Termination:
The term of this agreement shall be from November 1, 2006 through October 31, 2007 with the option by CSUS to extend the contract for an additional three one year extensions. If this agreement is extended for one or more additional years, each extension will include renegotiated terms for Design, Documentation and Installation services only. All other pricing will remain constant.

This contract may be terminated, with thirty days written notice, for failure to deliver the required products and/or services, services not completed, or services not adequately or appropriately performed as determined by CSUS. Notices of termination shall be by written notice delivered by U.S. Certified Mail. CSUS reserves the right to cancel, or amend any Purchase Order within five days (5) of issuance or five days (5) prior to delivery date.

3. Pricing
a) Hardware & Software
CSUS shall pay Contractor for Cisco components (both hardware & software) at a discounted fee of 40.1% off the manufacturer’s published list price. CSUS reserves the right to negotiate a higher discount, than specified under this contract, for large one-time purchases of hardware or software. The contractor shall arrange for CSUS to have direct access to Cisco’s pricing web site.
b) Maintenance
Contractor shall provide Cisco’s standard SMARTnet maintenance for all hardware, and Cisco’s Service Application Support for all software applications. There shall be no charge for the first year. (SMARTnet maintenance service is provided during the hours of 8 am to 5 pm on the next business day after service call is placed. (8x5xNBD)

First year upgraded maintenance service may be purchased at 30% off the list price less the list price for 8x5xNBD for the same components.

Contractor shall provide Cisco maintenance for all requested hardware and software components at a minimum of 30% discount off the published rate for SMARTnet maintenance.

At the time of original purchase, a two year (2) prepaid SMARTnet maintenance plan may be purchased at 32% off the current list price. The first year’s maintenance for 8x5xNBD is included and the second year shall be at 31% off the current price list.

At the time of purchase, three year (3) prepaid SMARTnet maintenance may be purchased at 32% off the current list price. The first year is at no charge if it is 8x5xNBD. No additional charge shall be applicable for pre-sales support provided by Contractor’s engineering or sales personnel. This support includes but is not limited to, product planning, configurations, assessment and, material lists and costs.

The following maintenance programs, specific to universities or government entities, are available under this contract award: New maintenance programs may be added as created. SMARTnet discount structure (30%) applies to all Cisco packages listed and future Cisco packages offered.

<table>
<thead>
<tr>
<th>8x5x NBD</th>
<th>8x5xNBD Onsite</th>
<th>8x5x4*</th>
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</thead>
<tbody>
<tr>
<td>8x5x4 Onsite</td>
<td>7x24x4**</td>
<td>7x24x4 Onsite</td>
</tr>
<tr>
<td>7X24X2</td>
<td>7X24X2 Onsite</td>
<td>Service Application Support</td>
</tr>
</tbody>
</table>
* [8x5x4; 8 am to 5pm week days, parts within 4 hrs. of determination of need.]
** [7x24x4;7 days a week, 24 hours a day, parts within 4 hrs. of determination of need.]
***[7x24x2;7 days a week, 24 hours a day, parts within 2 hrs. of determination of need.]

c) Design, Documentation & Installation Services
The Contractor shall make available the services of the following professionals in the event that additional design or documentation above and/or beyond standard value added services is required.

| Network Engineer | $ 104.00 per hour |
| Senior Network Engineer | $ 130.00 per hour |
| Network Consultant | $ 157.00 per hour |
| Project Manager | $ 123.00 per hour |

This contract includes the basic services of a pre-sales Design Engineer to provide pre-sales technical support, list of materials required, and documentation requirements for
MTM Technology integration assistance. The Contractor will notify the customer in advance of any charges that will be incurred for designs requested.

4. **Delivery and Payment**
The Contractor agrees to be responsible for inside delivery and placement of all equipment at the universities and the System Office locations. All necessary material and labor required to correctly deliver said goods and services shall be the responsibility of the Contractor, and at no additional cost to CSUS.
All standard shipping shall be FOB destination and payment shall be within 45 days of receipt of a proper invoice. Individual purchase orders will be issued by CSUS and/or by the universities of CSUS during the term of the contract. All products, shipments, materials, and/or services shall be delivered and billed as outlined in the purchase order.

5. **Insurance:**
The Contractor agrees that while performing services specified in this agreement he/she shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to “save harmless” the State of Connecticut from any insurable cause whatsoever.

6. **Applicable Law:**
This Agreement shall be governed by the laws of the State of Connecticut, without regard to its principles of conflicts of laws. The Contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

7. **Contract Assignment:**
No right or duty, in whole or in part, of the Contractor under this Agreement may be assigned or delegated without the prior written consent of the Connecticut State University System.

8. **Severability**
If any provision of this agreement shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof.

9. **Claims Against the State:** The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut arising from this agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
10. **Non-Discrimination:** The Contractor agrees to the following provisions required pursuant to Section 4a-60 of the Connecticut General Statutes:

(a) For the purposes of this section, “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 is owned by a person or person: (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 Conn. Gen. Stat. subsection 32-9n; and “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. “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. For purposes of this Section, “Commission” means the Commission on Human Rights and Opportunities. For purposes of this Section, “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.

(b) (1) The Contractor agrees and warrants that in the performance of this 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, mental retardation or physical disability, including, but not be 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. The Contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, 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 Conn. Gen. Stat. Subsection 46a-56, 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. Subsection 46a-56, 46a-68e and
regulation or relevant order issued by said Commission pursuant to section 46a-56 of the general statutes; the Contractor agrees to provide the Commission on Human Rights and Opportunities 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 which relate to the provisions of this section and section 46a-56 of the general statutes.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state 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 as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56 of the general statutes; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by 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.

11. Executive Orders Nos. 3, 17, 16, and 7C:

The contractor agrees that any subcontract it enters into in the furtherance of the work to be performed under this contract shall contain these provisions.

Executive Order No. 3: This contract is subject to the provisions of Executive Order No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971 and as such this contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or non-compliance with said Executive Order No. 3, or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. 3 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. This contractor, agrees as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by State Labor Commissioner to implement Executive Order No. 3, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

Executive Order No. 17: This contract is also subject to provisions of Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 17 notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that
Executive Order No. 17 is incorporated herein by reference made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance regard to listing all employment openings with the Connecticut State Employment Service.

Executive Order No. 16: This contract is also subject to provisions of Executive Order No. Sixteen of Governor John J. Rowland promulgated August 4, 1999, and, as such, this contract may be cancelled, terminated or suspended by the contracting agency or the State for violation of or noncompliance with said Executive Order No. Sixteen.

The parties to this contract, as part of the consideration hereof, agree that:

1. The contractor shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon or dangerous instrument as defined in Section 2 to follow.

2. Weapons means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon. Dangerous instrument means any instrument, article or substance that, under the circumstances, is capable of causing death or serious physical injury.

3. The contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site.

4. The contractor shall adopt the above prohibitions as work rules, violation of which shall subject the employee to disciplinary action up to and including discharge. The contractor shall require that all employees are aware of such work rules.

Executive Order No. 7C: This contract is also subject to provisions of Executive Order No. Seven C of Governor M. Jodi Rell promulgated July 13, 2006, and, as such, this contract may be cancelled, terminated or suspended by the contracting agency or the State for violation of or noncompliance with said Executive 7C.

(a) The State Contracting Standards Board ("Board") may review this contract and recommend to the state contracting agency termination of this contract for cause. The State contracting agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the contract not later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, "for cause" means:
(1) a violation of the State Ethics Code (Chapter 10 of the general statutes) or section 4a-100 of the general statutes or

(2) wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.

(b) For purposes of this Section, “contract” shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real property following transfer of title.

(c) Notwithstanding the contract value listed in sections 4-250 and 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1, all State Contracts between state agencies and private entities with a value of $50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of section 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1. For purposes of this section, the term “certification” shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1.


This section (the “CCR Section”) is included here pursuant to Conn. Gen. Stat. § 9-333n and, without limiting its applicability, is made applicable to State Contracts, bid solicitations, request for proposals and prequalification certificates, as the context requires. This CCR Section, without limiting its applicability, is also made applicable to State Agencies, Quasi-public Agencies, the General Assembly, State Contractors, Prospective State Contractors and the holders of valid prequalification certificates, as the context so requires.

(a) For purposes of this CCR Section only:

or as this definition may otherwise be modified by Title 1, Chapter 12 of the Connecticut General Statutes concerning quasi-public agencies.

(2) "State Agency" means any office, department, board, council, commission, institution or other agency in the executive, legislative or judicial branch of State government, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(3) "State Contract" means an agreement or contract with the State or any State Agency or any Quasi-public Agency, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a fiscal year, for (A) the rendition of personal services, (B) the furnishing of any material, supplies or equipment, (C) the construction, alteration or repair of any public building or public work, (D) the acquisition, sale or lease of any land or building, (E) a licensing arrangement, or (F) a grant, loan or loan guarantee, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(4) "State Contractor" means a person, business entity or nonprofit organization that enters into a State Contract. Such person, business entity or nonprofit organization shall be deemed to be a State Contractor until the termination of said contract. "State contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial branch of State government or a Quasi-public Agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a State or Quasi-public Agency employee, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(5) "Prospective State Contractor" means a person, business entity or nonprofit organization that (A) submits a bid in response to a bid solicitation by the State, a State Agency or a Quasi-public Agency, or a proposal in response to a request for proposals by the State, a State Agency or a Quasi-public Agency, until the State Contract has been entered into, or (B) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under Section 4a-100 of the Connecticut General Statutes. "Prospective State Contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial branch of State government or a Quasi-public Agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a State or Quasi-public Agency employee. Title 9, Chapter
150 of the Connecticut General Statutes concerning campaign financing may modify this definition, which modification shall control.

(6) "Principal of a State Contractor or Prospective State Contractor" (collectively referred to in this CCR Section as "Principal") means (A) an individual who is a member of the board of directors of, or has an ownership interest in, a State Contractor or Prospective State Contractor, which is a business entity, except for an individual who (i) owns less than five per cent of the shares of any such State Contractor or Prospective State Contractor that is a publicly traded corporation, or (ii) is a member of the board of directors of a nonprofit organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, as from time to time amended, (B) an individual who is employed by a State Contractor or Prospective State Contractor, which is a business entity, as president, treasurer or executive or senior vice president, (C) an individual who is the chief executive officer of a State Contractor or Prospective State Contractor, which is not a business entity, (D) an employee of any State Contractor or Prospective State Contractor who has managerial or discretionary responsibilities with respect to a State Contract, (E) the spouse or a dependent child of an individual described in this subparagraph, or (F) a political committee established by or on behalf of an individual described in this subparagraph, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(b) On and after December 31, 2006, no State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from a State Agency in the executive branch or a Quasi-public Agency, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (2) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (3) a party committee.

(c) On and after December 31, 2006, no State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from the General Assembly, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (2) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (3) a party committee.
(d) On and after December 31, 2006, if a State Contractor or a Principal of a State Contractor makes or solicits a contribution prohibited under this CCR Section, the contracting State Agency or Quasi-public Agency may, in the case of a State Contract executed on or after December 31, 2006, void the existing contract with said contractor, and no State Agency or Quasi-public Agency shall award the State Contractor a State Contract or an extension or an amendment to a State Contract for one year after the election for which such contribution is made or solicited.

(e) On and after December 31, 2006, if a Prospective State Contractor or a Principal of a Prospective State Contractor makes or solicits a contribution prohibited under this CCR Section, no State Agency or Quasi-public Agency shall award the Prospective State Contractor the contract described in the bid solicitation or request for proposals, or any other State Contract for one year after the election for which such contribution is made or solicited.

(f) On and after December 31, 2006, the chief executive officer of each Prospective State Contractor, or if a Prospective State Contractor has no such officer then the officer who duly possesses and exercises comparable powers and duties, shall: (1) inform each individual described in subsection (a)(6) of this CCR Section with regard to said Prospective State Contractor concerning the provisions of subsection (b) or (c) of this CCR Section, whichever is applicable, and this subsection (f), (2) submit a sworn affidavit under penalty of false statement that no such individual will make or solicit a contribution in violation of the provisions of subsection (b) or (c) of this CCR Section, whichever is applicable, and this subsection (f), and (3) acknowledge in writing that if any such contribution is made or solicited, the Prospective State Contractor shall be disqualified from being awarded the contract described in the bid solicitation or request for proposals or being awarded any other State Contract for one year after the election for which such contribution is made or solicited. Such officer shall attach the affidavit and the acknowledgement to their bid, proposal or application for prequalification, as applicable.

Executive Order No. 14: This Agreement is subject to the provisions of Executive Order No. 14 of Governor M. Jodi Rell, promulgated on April 17, 2006. Pursuant to this Executive Order, the Contractor shall use cleaning and/or sanitizing products having properties that minimize potential impacts on human health and the environment, consistent with maintaining clean and sanitary facilities.

This contract does not guarantee any specific level of activity for the Contractor. CSUS reserves the right to solicit bids for any project and there is no special privilege or right of first refusal conveyed by the execution of this Agreement.

The undersigned hereby represent that they are fully authorized to execute this Agreement and bind the parties hereto:
MTM Technology

By: John F. Kelle
Title: SVP & General Counsel
Date: 2/15/04

Connecticut State University System
Under Statutory Authority C.G.S. 10a-151b

By: Anne J. Ahee
Title: Chief Information Officer
Date: 16 March 2007

Approved as to Form:
Office of the Attorney General of the State of Connecticut

By: [Signature]
Title: ASSOC. ATTY. GENERAL
Dated: 4/18/07
SECRETARY’S CERTIFICATE
OF
MTM TECHNOLOGIES, INC.

I, J.W. Braukman III, the Assistant Secretary of MTM Technologies, Inc., a New York corporation (the “Corporation”), do hereby certify on behalf of the Corporation that:

1. I am the duly elected, qualified and acting Assistant Secretary of the Corporation;

2. Attached hereto as Exhibit A is a true, correct and complete copy of resolutions, duly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors held December 14, 2006 and which resolutions have not been amended, modified or rescinded and are in full force and effect on the date hereof, the effect of which resolutions authorize the persons named below to execute and deliver in the name and on behalf of the Corporation all contracts of the Corporation, including all contracts with Connecticut State University System, a constituent unit of the State of Connecticut Systems of High Education, and to affix the corporate seal to such agreements.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
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<tbody>
<tr>
<td>Francis J. Alfano</td>
<td>Chief Executive Officer</td>
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<tr>
<td>Steven Stringer</td>
<td>President &amp; Chief Operating Officer</td>
</tr>
<tr>
<td>J.W. Braukman III</td>
<td>Senior Vice President, Chief Financial Officer &amp; Assistant Secretary</td>
</tr>
<tr>
<td>John F. Kohler</td>
<td>SVP &amp; General Counsel</td>
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IN WITNESS WHEREOF, the undersigned has hereunto set his hand on behalf of the Corporation as of this 14th day of March 2007.

By: [Signature]

J.W. Braukman III
Assistant Secretary

Corporate Seal
RESOLVED, that the following persona are nominated and elected to the offices set forth below opposite their names, each to hold office at the discretion of the Board of Directors of the Corporation:

Gerald A. Poch  
Chairman of the Board

Francis J. Alfano  
Chief Executive Officer

Steven Stringer  
President & Chief Operating Officer

J.W. Braukman III  
Senior Vice President, Chief Financial Officer & Assistant Secretary

John F. Kohler  
Senior Vice President, General Counsel & Secretary

and it was further:

RESOLVED, that each of the Chairman of the Board, Chief Executive Officer, President & Chief Operating Officer, Chief Financial Officer, General Counsel, and Secretary or Assistant Secretary (the “Delegated Officers”) of the Corporation be, and each hereby is, authorized and empowered to approve, execute and deliver in the name and on behalf of the Corporation all contracts, instruments, bids, proposals, bonds and other documents (and amendments thereto) necessary or appropriate in the ordinary course of the Corporation’s business, including, without limitation, (i) contracts and other documents for the sale, lease or license of products and services, (ii) contracts and other documents for the purchase or procurement of supplies, materials and components, (iii) documents for the prosecution, settlement and disposition of claims and suits in the ordinary course (including environmental matters), (iv) documents prepared or filed pursuant to governmental reporting or certification requirements, and (v) other contracts and documents in furtherance of the manufacturing, development, marketing and protection of the Corporation’s products, services and assets (including intellectual property), and it was further

RESOLVED, that each such Delegated Officer be, and hereby is, authorized and empowered to further delegate, and permit the re-delegation of, in whole or in part and in writing, the authority provided for in the preceding resolution to or by any officer or employee of the Corporation, and it was further
STATE OF CONNECTICUT  
OFFICE OF POLICY AND MANAGEMENT  
Policies and Guidelines

Campaign Contribution Certification

Campaign contribution certification to accompany State Contracts with a value of $50,000 or more in calendar or fiscal year, pursuant Conn. Gen. Stat. § 4-250 and Governor M. Jodi Rell’s Executive Orders No. 1, para 8 and No. 7C, para 10.

I, [Signature], hereby certify that during the two-year period preceding the execution of the attached contract, neither myself nor any principals or key personnel of [Name of Company] who participated directly, extensively and substantially in the preparation of the bid or proposal (if applicable) or in the negotiation or award of this contract, nor any agent of the above, gave a contribution to a candidate for statewide public office or the General Assembly, as defined in Conn. Gen. Stat. §9-333b, except as listed below:

<table>
<thead>
<tr>
<th>Contributor</th>
<th>Recipient</th>
<th>Amount/Value</th>
<th>Date of Contribution</th>
<th>Contribution Description</th>
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List information here

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

[Signature]  
[Date]

Sworn and subscribed before me on this [Day] day of [Month], 20[Year]

[Signature]  
Commissioner of the Superior Court  
Notary Public

GLORIA J. RAYMOND  
Notary Public, State of Connecticut  
Commission # 146638  
My Comm. Exp. [Month] [Day] [Year]
STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

Annual Contract Certification

Annual contract certification to update the preceding gift/campaign contribution certification, pursuant to Governor M. Jodi Rell's Executive Orders No. 1, para 8 and No. 7C para 10.

I, John T. Kane, hereby swear that during the two-year period preceding the date of the instant certification that neither myself nor any principals or key personnel of the (the "Contractor") who participated directly, extensively and substantially in the preparation of the bid or proposal (if applicable) or in the negotiation or award of the subject contract, nor any agent of the above, gave a gift, as defined in Conn. Gen. Stat. § 1-79(e), including a life event gift as defined in Conn. Gen. Stat. § 1-79(e)(12), to (1) any public official or state employee of the state agency or quasi-public agency who participated directly, extensively, and substantially in the preparation of the bid solicitation or request for proposals (if applicable) or in the negotiation or award of the subject contract or (2) to any public official or state employee who has supervisory or appointing authority over the state agency or quasi-public agency who executed the subject contract, except the gifts listed below:

<table>
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<tr>
<th>Name of Benefactor</th>
<th>Name of Recipient</th>
<th>Gift Description</th>
<th>Value</th>
<th>Date of Gift</th>
</tr>
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Insert information here

Further, neither I nor any principals or key personnel of the Contractor who participated directly, extensively and substantially in the preparation of the bid or proposal (if applicable) or in the negotiation or award of the subject contract know of any action to circumvent such prohibition on gifts by providing for any other principals, key personnel, official, or employee of the contractor, nor any agent of the above, to provide a gift to any such public official or state employee.

Further, during the two-year period preceding the date of the instant certification, neither I nor any principals or key personnel of the Contractor who participated directly, extensively and substantially in the preparation of the bid or proposal (if applicable) or in the negotiation or award of the subject contract, nor any agent of the above, gave a contribution to a candidate for statewide public office or for the General Assembly, as defined in Conn. Gen. Stat. § 9-333b, except the contributions list below:

<table>
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<th>Contributor</th>
<th>Recipient</th>
<th>Amount/Value</th>
<th>Date of Contribution</th>
<th>Contribution Description</th>
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Insert information here

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

Signature

Date

Sworn and subscribed before me on this day of , 2007

Commissioner of the Superior Court
Notary Public

GLORIA J. RAYMOND
Notary Public, State of Connecticut
Commission # 146638
My Comm. Exp. 12-13-2011
STATE OF CONNECTICUT  
OFFICE OF POLICY AND MANAGEMENT  
Policies and Guidelines  

Consulting Agreement Affidavit

Consulting agreement affidavit to accompany state contracts for the purchase of goods and services with a value of $50,000 or more in a calendar or fiscal year, pursuant to Section 51 of Public Act 05-287.

This affidavit is required if a bidder or vendor has entered into any consulting agreements whereby the duties of the consultant include communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. Pursuant to Section 51 of P.A. 05-287, "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the general statutes as of the date such affidavit is submitted in accordance with the provisions of this section.

I, ____________________________, hereby swear that I am the chief official of the bidder or vendor of the Contract or authorized to execute such Contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except the agreements listed below:

Contractor’s Name, Title and Firm or Corporation:  

Terms of Consulting Agreement (Date of Execution, Amount, Expiration Date):  

Brief Description of Services Provided (Purpose, Scope, Activities, Outcomes):  

☐ Yes  ☐ No Is the Consultant a former state employee or public official?

If yes, provide the following information about the former state employee or public official:

• Former Agency:
• Date Such Employment Terminated:

Attach additional sheets if necessary. This affidavit must be amended if Contractor enters into any new consulting agreements during the term of this Contract.

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

________________________________________  
Signature

________________________________________  
Date

Sworn and subscribed before me on this ______ day of ______, 2007

________________________________________  
Commissioner of the Superior Court
Notary Public

GLORIA J. RAYMOND  
Notary Public, State of Connecticut  
Commission # 146638  
My Comm. Exp. ________
STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

This form is MANDATORY and must be completed, signed, and returned before the Contractor’s bid can be considered by the State. NO STATE AGENCY SHALL ACCEPT A BID FOR A LARGE STATE CONSTRUCTION OR PROCUREMENT CONTRACT WITHOUT SUCH AFFIRMATION.

AFFIRMATION OF RECEIPT OF SUMMARY OF STATE ETHICS LAWS
(Bid or Proposal)

INSTRUCTION: Contractor must sign the affirmation below, and return this form to the awarding State agency.

The undersigned duly authorized representative of the bidding Contractor affirms (1) receipt of the summary of State ethics laws available at http://www.ct.gov/ethics/lib/ethics/contractors_guide_final2.pdf, (2) that key employees of such Contractor have read and understand the summary and (3) that Contractor agrees to comply with the provisions of State ethics laws.

(Please print name under signature line.)

Signature

Title

Date

On behalf of:

MIIM Technologies, Inc.

Contractor Name

1200 High Ridge Rd

Street Address

Stamford CT 06905

City State Zip

13-3-3548964

Federal Employer Identification Number (FEIN/SSN)

This form is MANDATORY and must be completed, signed, and returned to the awarding State agency pursuant to Section 37 of Public Act No. 05-287.
STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

Certification By Agency Official or Employee
Authorized to Execute Contracts

I, Anne Agee, am authorized to execute the attached contract on behalf of the Connecticut State University System (agency name). I hereby certify that the selection of (the) MTM was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

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

Signature

16 March 2007

Date

Sworn and subscribed before me on this 16th day of March, 2007

Laurie S. Malinowsky
Commissioner of the Superior Court
Notary Public

My Commission Exp. Mar. 31, 2010