

May 1, 2020

Confidential

Josh Geballe
Chief Operating Officer – Office of the Governor
State of Connecticut
210 Capitol Ave
Hartford, CT 06106

Project: State-wide Coronavirus Response – Phase 1

Dear Mr. Geballe:

Further to our recent conversations, we, The Boston Consulting Group, **Inc.** (“we” or “BCG”), together with The Boston Consulting Group UK LLP (“BCG UK”) look forward to working with you and your team on this State-wide Coronavirus Response effort for the State of Connecticut (“State”).

In this Statement of Work, we outline the Services, Deliverables and Products that we will be providing to you, as well as the terms and conditions that govern the engagement. In addition, the following items are incorporated into this agreement **Appendix A: Contract Terms.**

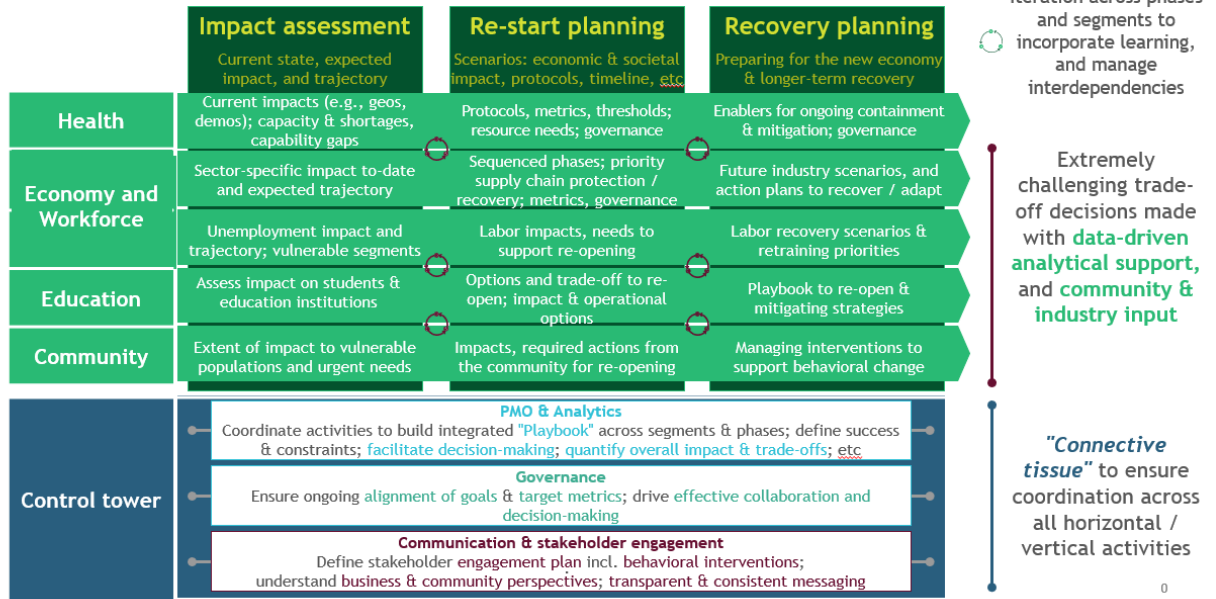
1 Description of the Project

BCG will provide eight weeks of support for Phase 1 of the State-wide Coronavirus Response case.

2 Scope of Services

BCG will provide support to the following workstreams: Health, Economy and Workforce, Education, and Community, along with overall Program Management/Control Tower support.

Key areas of activity to support re-opening in Connecticut



Any change in the scope of Services described in this Statement of Work, including change in any Deliverables or Products, will be mutually agreed upon in writing by authorized individuals of both parties.

3 Workstreams and delivery

3.1. BCG shall provide program management, data analytics, stakeholder engagement, and communications support for the various workstreams (preliminarily identified in the graphic below). In providing these services, BCG will leverage its relevant industry and functional practice areas, public and private sector experience, and global network to provide best practices and relevant expertise.

In the first weeks, BCG will support the continued ramp up and initial planning activities of each of the defined workstreams. The engagement of various state, private sector, and regional stakeholders will be critical for the success of each workstream. BCG will work with these stakeholders to define clear workplans forward to support the state's re-opening. As shown in the above graphic, the BCG team will also provide targeted analytics to support effective workplanning and strategy development – for example, helping understand the current state situation and potential scenarios for re-opening. The BCG team will ensure coordination across the different workstreams, identifying interdependencies, owners, and milestones as part of the workplans to support the evolving implementation needs for a successful re-opening.

In subsequent weeks, BCG will support the identified workstreams by primarily serving in the role of "Control Tower". As defined in the graphic above, this support will consist of three buckets of activity, in support of the workplans defined in the first weeks:

- Program management & analytics support – coordinating activities across the various workstreams, related planning and activities to build a holistic, integrated plan; defining success and constraints; facilitating decision-making within workstreams; quantifying overall impacts; supporting "on-time" achievement of defined goals and problem-solving/issue resolution for workstream leaders to stay on track
- Governance – ensure ongoing alignment of goals and target metrics across the different workstreams; drive effective collaboration and decision-making

- Communication & stakeholder engagement – understand community and business perspectives to provide insights/perspectives on evolving plans; support transparent and consistent messaging

ReOpen CT workstreams covered by subcommittee
 Workstreams ramped up over prior weeks; go-forward activities to be refined, evolved on ongoing basis

Control Tower /Program Management Office Control Tower - Focus of BCG team support

- Data, surveillance, intervention
- Program management, targeted analytics, synthesis across subcommittee activities/ workstreams

Health	Economy	Education	Community
<ul style="list-style-type: none"> • Testing • Contact Tracing, <u>Q&I</u>, Active monitoring • Learning agenda • Health system readiness • Vulnerable populations health interventions • Health innovation • Supply chain readiness • Community support (<u>Q&I</u> high touch support and engagement)* 	<ul style="list-style-type: none"> • Reopening sequencing and requirements • Business activation and tracking 	<ul style="list-style-type: none"> • Education guidelines, recommendations and reopening 	<ul style="list-style-type: none"> • Communication and community engagement • Community support (<u>Q&I</u> high touch support and engagement)*

*Teams include State staff, Advisory Group members, other experts
 Targeted BCG deep dive support over first 1 - 2 weeks, and as agreed upon moving forward*

*Workstream sits across Health and Community ¹

4 Term and Timeline

The project starts on May 1, 2020 and shall expire on June 28, 2020.

Phase one of this project will be conducted over eight weeks, with any additional phases to be determined via mutual agreement of the State and BCG.

Contract term shall extend for a period of one year until April 30, 2021, with the ability to extend the contract for an additional year, upon mutual agreement.

Notwithstanding any provisions in this Contract, the State, through a duly authorized employee, may terminate the Contract with seven (7) days written notice whenever it makes a written determination that such termination is in the best interests of the State. The State shall notify BCG in writing of such termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which BCG must complete its Performance under the Contract prior to such date. Notwithstanding the above, State will pay Fees incurred for all Services up to the effective date of termination.

5 Location

Unless otherwise agreed to by BCG and State, the Services shall be performed virtually or in Hartford, CT.

6 BCG Team

Daniel Acosta, Partner and Managing Director, Matt Krentz, Senior Partner and Managing Director, Selin Zalma, Partner and Managing Director, will have overall responsibility for this effort. We will also have a dedicated experienced Partner, Jessica Boccardo, to lead the day-to-day management of the program. Additionally, throughout this project, we will also draw

on the expertise of key BCG experts, including Michael Choy, John Rose, Jeanne Bickford, and Rich Davey, among others.

7 Dependencies

BCG's obligations are contingent on the following dependencies:

- State will deliver all required documentation, materials, and other resources as agreed by the parties and on a timely basis.
- State team members will participate in regular meetings on mutually agreeable dates and times and cooperate with BCG to the extent reasonably required by BCG to carry out the Services.
- State will manage any third party vendors it retains in connection with this Engagement and BCG will not be responsible for any delays due to dependencies on such third party vendors.
- BCG team will need access to, and cooperation from, State experts, which the State agrees to procure to provide the Services in accordance with the requirements of this Engagement.

8 Acceptance

Services are considered completed when delivered by BCG unless agreed differently.

9 BCG Products

For the purposes of facilitating execution of this program, the following BCG Product will be used:

- Key by BCG

The description of the maintenance and support policies as well as performance service levels specific to the BCG Product identified above are attached in **Appendix A**.

10 Fees

The State will pay the Fees to BCG for the performance of the Services, including the provision of any Deliverables and the use of any BCG Products. For the purposes of this Statement of Work and the Contract Terms, "Fees" means the State Team Rates defined below, and includes all professional fees and expenses, excluding taxes, with certain limited exceptions, including, the costs of primary consumer research, expert interviews, and translation services, and any other costs that the State and BCG mutually agree should be passed through at cost as they are incurred.

BCG provides discounted team rates for its public sector clients, similar in structure to its federal team rates, with a "small team" rate of \$125,000 per week and a "medium team" rate of \$160,000 per week. Given its relationship with the State of Connecticut – and the nature of this work – BCG is further discounting its team rates to the following State Team Rates: \$110,000 per week for a small team and \$140,000 per week for a medium team. A small team consists of three dedicated consultants, supported by the BCG partners, expert network, data analysts, senior advisors, and knowledge team, among other resources. A medium team consists of four dedicated consultants with the same support structure.

First two weeks of project

- Control Tower/PMO (includes Education / Community support) medium team
- Control Tower / Dashboard: GAMMA (data scientists) small team

- Health: two small teams
- Business and Economy: medium team

Beyond the first two weeks, we will continue to invoice the State at the discounted team rates, adjusting the level of resources in accordance with the State depending on resource needs.

We currently expect that we will provide a medium team supporting the various workstreams from the “Control Tower” role for four weeks, and then a small team for the remaining two weeks, summing to a total proposed amount for the project of \$2,000,000.

Together with the State, BCG will adapt its support – in terms of number and size of teams – accordingly over the course of the project, depending on needs. Any corresponding changes in fees will be mutually agreed upon.

BCG will invoice the State monthly for the Fees in US Dollars. In accordance with the Terms, State will pay the invoices within thirty (30) days’ from the invoice date.

11 Terms

The provision of the services set out in this Statement of Work will be governed by the attached Contract Terms in **Appendix A**. In the event of a conflict between this Statement of Work and the Contract Terms, the provisions of the Terms will prevail, unless otherwise expressly varied in this document.

Yours sincerely,



Name: Daniel J. Acosta
Title: Managing Director & Partner
On behalf of The Boston Consulting Group, Inc. and
signing for The Boston Consulting Group UK, LLP

If you agree with the Statement of Work as set out above, including the Contract Terms, please sign one copy and return it to us.

Josh Geballe

State of Connecticut

5/9/2020

Date

DocuSigned by:

Josh Geballe

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Signature

Appendix A: Contract Terms

1. DEFINITIONS

Claims: All actions, suits, claims, demands, investigations and proceedings of any kind open, pending or threatened, at law or in equity, in any forum.

Confidential Information: Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the State classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

Confidential Information Breach: Generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State. Contract: The Statement of Work and the Terms of the Contract.

Contractor: A person or entity who executes this Contract.

Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.

DAS: State of Connecticut Department of Administrative Services.

Department: Any and all departments, commissions, boards, bureaus, agencies, institutions, public authorities, offices, councils, associations, instrumentalities, entities or political subdivisions of the State of Connecticut that issue duly authorized purchase orders against the Contract.

Perform: All acts and things of the Contractor and Contractor Parties, severally and collectively, that are necessary or appropriate to fulfill or accomplish this Contract fully as set forth in the attached Statement of Work. For purposes of this Contract, the verb "to Perform" includes all parts of speech.

Records: All working papers and such other information and materials furnished to or prepared by Contractor in Performing this Contract that are directly related to the Services provided hereunder, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records estimates, summaries, memoranda and correspondence, kept or stored in any form. Subject to Connecticut General Statutes, Section 4d-33, Records shall not include the Contractor's costs of Performance and shall specifically not include any documents or other material relating to the profitability or internal profit loss/balance sheets associated with Contractor's business, payroll information, or information or material that

constitute Contractor's legally privileged documents or information that Contractor is bound to maintain as confidential by written obligation to a third party.

State: State of Connecticut

2. Intentionally Omitted.

3. FORUM AND CHOICE OF LAW The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing in this Section constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

4. Intentionally Omitted.

5. AUDIT AND INSPECTION OF PLANTS, PLACES OF BUSINESS AND RECORDS Contractor shall maintain, and shall require each Contractor Party to maintain, accurate and complete Records. Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents. (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least five (5) business days' notice prior to the requested audit and inspection date. (d) Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the completion or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection of Records at any time during this period upon reasonable notice as set forth in this Section. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved, acting reasonably. (f) Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference. (g) Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

6. Intentionally Omitted.

7. INDEMNIFICATION (a) **Except as identified in (b) and (c) of this section,** Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all third party Claims arising, directly or indirectly, in connection with a breach of the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; including any liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with such indemnified Claims. Contractor's obligations under this section to indemnify, defend and hold harmless against third party Claims includes third party Claims concerning breach of the Contract terms concerning confidentiality, and Claims that the deliverables infringe any third party's intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance. **(b) COVID-19 IMMUNITY FROM LIABILITY** Pursuant to the Public Readiness and Emergency Preparedness Act (PREP Act), except for Contractor's willful misconduct, Contractor shall have no liability with respect to claims for loss caused, arising out of, relating to, or resulting from the administration to or use by an individual of a countermeasure to diseases, threats and conditions determined by the Secretary of the Department of Health and Human Services' (Secretary) PREP Act declaration to constitute a present or credible risk of a future public health emergency. Except for Contractor's willful misconduct, Contractor shall have no liability for claims

related to any stage of design, development, testing, manufacture, labeling, distribution, formulation, labeling, packaging, marketing, promotion, sale, purchase, donation, dispensing, prescribing, administration, licensing or use of Covered Countermeasure(s) as defined in the Secretary's COVID-19 declaration effective February 4, 2020, <https://www.phe.gov/Preparedness/legal/prepact/Pages/default.aspx>. (c) Contractor shall not be responsible for indemnifying or holding the State harmless from any liability to the extent arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State. (d) (e) Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims. (f) Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract.

8. PROTECTION OF CONFIDENTIAL INFORMATION (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with the highest current industry standards and best practices, as they may be amended from time to time. (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive written information security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following: (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information; (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept; (3) A process for reviewing policies and security measures at least annually; (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically. (c) The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant the Health Insurance Portability and Accountability Act of 1996 or any provisions of this Contract concerning the obligations of the Contractor as a business associate of a covered entity (as such terms are defined in 45 C.F.R. § 160.103).

9. Intentionally Omitted.

10. RISK OF LOSS & INSURANCE (a) The State shall not be liable to Contractor for any risk of loss or damage while Goods are in transit, or while in the Department's possession, except when such loss or damage is due directly to the Department's negligence or intentional misconduct. Nothing in this Section is intended nor shall it be construed, in any manner, as waiving or compromising the sovereign immunity of the State. (b) Throughout the term and during the time that any provisions survive the term, Contractor shall maintain, at Contractor's sole cost and expense, a policy or policies of commercial general liability insurance, including contractual liability coverage, in an amount of \$1,000,000 per occurrence for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property and a total (or aggregate) limit of \$2,000,000 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property per policy period. The Contractor shall cause the State and its officers, agents and

employees to be named as an additional insureds on the policy and shall provide (1) a certificate of insurance, and (2) the blanket additional insured endorsement to the policy, to DAS all in an electronic format acceptable to DAS prior to the Effective Date evidencing such coverage. The Contractor shall not begin Performance until the delivery of these 2 documents to DAS. Contractor shall provide, upon request of DAS, an annual update of the certificate of insurance to DAS on or before each anniversary of the Effective Date during the Term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.

(c) During the Term, and for a period of three (3) years thereafter, the Contractor shall carry Professional Liability Insurance in the amount of \$1,000,000 per Claim and Annual Aggregate. Contractor shall provide the State a certificate of insurance evidencing such Professional Liability Insurance coverage upon written request on an annual basis. (d) All insurance with the exception of the professional liability required under (c) above must be written on an occurrence basis as opposed to a "claims made" basis.

(e) All required insurance shall be carried with an insurance company or companies with an A.M. Best rating of A- VII or better, or through a self-insurance program.

11. CAMPAIGN CONTRIBUTION RESTRICTION For all State contracts, defined in Conn. Gen. Stat. §9-612 as 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 Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," <https://portal.ct.gov/OPM/Secr-Forms/Forms/Contract-Affidavit-Requirements> .

12. EXECUTIVE ORDERS This Contract is subject to 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 and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04, and Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office in accordance with their respective terms. If Executive Orders 14, 61 or 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if it had been fully set forth in it. At the Contractor's request, the State shall provide a copy of these orders to the Contractor.

13. WORKERS' COMPENSATION Contractor shall maintain Worker's Compensation in compliance with the laws of the state of Connecticut or the jurisdiction where the services are to be performed, and Employer's Liability coverage with limits of \$100,000 bodily injury by accident, each accident, \$500,000 bodily injury by disease, policy limit, and \$100,000 for bodily injury by disease each employee.

14. THE AMERICANS WITH DISABILITIES ACT Contractor represents that it is familiar with the terms of the Americans with Disabilities Act, 42 U.S.C. §§12101 et seq., and that it is in compliance with the law. Failure of Contractor to satisfy this standard either now or during the Term as it may be amended will render this Contract voidable at the option of the State upon notice to Contractor.

15. SOVEREIGN IMMUNITY The parties acknowledge and agree that nothing in this Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.

16. SUMMARY OF STATE ETHICS LAWS Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract.

17. NONDISCRIMINATION (a) For purposes of this Section, the following terms are defined as follows: (1) "Commission" means the Commission on Human Rights and Opportunities;(2) "Contract" and "contract" include any extension or modification of the Contract; (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;(4) "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; (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;(6) "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;(7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced; (8) "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;(9) "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 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 (10) "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 a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4). (b) (1) 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, gender identity or expression, status of a veteran, intellectual disability, 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 ensure 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, gender identity or expression, status of a veteran, intellectual disability, 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-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) 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 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 he 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 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 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. (g) (1) 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 sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Contract or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities 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; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) 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 Connecticut General Statutes § 46a-56. (h) 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 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.

Additional Terms

1. INTELLECTUAL PROPERTY RIGHTS

- 1.1 **Background IPR.** Each Party owns and retains all rights, title, and interests in and to, its Background IPR. Client grants to BCG a worldwide, non-exclusive, royalty-free, sub licensable and non-transferable license to use Client's Background IPR to the extent necessary to enable BCG to perform the Engagement.
- 1.2 **Deliverables.** "**Deliverable(s)**" means (i) final versions of presentations, reports, films, sound and video recordings prepared during the Engagement; and (ii) Software Deliverables together with other material that BCG provides to Client (if any), as described in the Statement of Work and agreed in writing to be delivered by BCG as part of the Services.
 - 1.2.1 **Non-Software Deliverables.** Subject to section 1.2.4, BCG assigns the Foreground IPR contained in the Non-Software Deliverables to Client effective upon receipt of Client's payment for the applicable Non-Software Deliverable.
 - 1.2.2 **Software Deliverables.** Subject to section 1.2.4, BCG grants to Client a non-exclusive, non-transferable, royalty-free, worldwide, perpetual license to use, copy, translate, display, and prepare derivative works of the Software Deliverables for Client's internal business purposes, including the right to amend, adapt, transform, translate in whole or in part and into any format whatsoever the Software Deliverables to carry out remedial maintenance and integrate interfaces, provided such use does not breach Client's confidentiality obligations to BCG, BCG's confidentiality obligations to third parties, or infringe BCG's Background IPR.
 - 1.2.3 Client acknowledges and agrees that BCG prepares the Deliverables solely for Client's internal use. Client will not disclose Deliverables without the prior written notice to BCG, provided that notice is not required for any Deliverables that do not contain BCG's name or logo or any reference to BCG, and will not make Deliverables available for use by any third party without the prior written consent of BCG. Except as otherwise required by law, Client will procure that any third party to which it wishes to disclose Deliverables or any other BCG materials or work must first sign BCG's standard form of non-reliance letter and/or non-disclosure agreement. BCG can provide Client with a copy of these forms upon Client's request. Client agrees that BCG will not be responsible for any losses incurred by Client or any third party as a result of or in connection with such disclosure or authorized use of, or reliance on, the Deliverables or any other aspect of BCG's work.
 - 1.2.4 BCG is not precluded from developing for itself, or for others, anything, whether in tangible or non-tangible form, that is competitive with, or similar to, any of the Deliverables, provided that BCG does not use any Client Confidential Information for which it does not have a license to use for such purposes. Additionally, BCG is free to use its general knowledge, skills, experience, know-how, expertise, ideas, techniques, approaches, concepts, and designs used, developed, or acquired by or on behalf of, BCG in the course of the Engagement, including but not limited to, any know-how, concepts, or information retained in the unaided memory of BCG employees or agents, as a result of authorized access to Client Confidential Information.
- 1.3 **Aggregated Data.** In the course of the Engagement BCG may use Aggregated Data for analytical, statistical, reporting and training purposes and BCG will own such Aggregated Data. Client agrees to allow BCG to remotely collect, store, maintain, process, and use diagnostic, technical, usage and other related information with the aim of improving the applicable BCG Product for any reason, including, but not limited to, product enhancements or security evaluations. Nothing contained in this Section limits or reduces BCG's obligations to protect Client's Confidential Information or Personal Data.
- 1.4 **Third Party Materials**
 - 1.4.1 BCG agrees, to the extent permitted by the applicable third party, to assign or transfer the license related to Third-Party Material incorporated into Deliverables. In the event that BCG is not able to assign or transfer the license, Client agrees it will secure a separate license directly from a licensor. Client acknowledges that the proper functioning of Deliverables and availability of some or all features of a Deliverable may be contingent on Client holding licenses to Third-Party Material.

- 1.4.2 Client will at all times: (a) comply with the terms, conditions, and restrictions set forth in any agreements regarding use of Third-Party Material and acknowledges that BCG is also subject to such terms, conditions and restrictions; (b) be solely responsible for the payment of all fees, costs or expenses associated with Third-Party Material, except as set out in the Statement of Work; and (c) ensure its use of BCG Background IPR, BCG Products, and Software Deliverables does not pose a security risk or adversely impact the ability of other parties to access the services, systems or materials.
- 1.4.3 BCG makes no representations or warranties of any kind with respect to Third-Party Material. Warranties, obligations, liabilities, and Client's remedies with respect to Third-Party Material, are limited in each case to whatever recourse may be available in the applicable third party agreement and BCG has no liability with respect to such Third-Party Material.
- 1.5 **Client Personal Data.** Client will use all reasonable efforts to ensure that it does not send any Personal Data to BCG. Notwithstanding the foregoing, if the Parties agree that BCG will process Client Personal Data on Client's behalf as part of the Services, the Parties will enter into a data processing agreement incorporating the terms required under the applicable data protection legislation.

2. BCG PRODUCTS

- 2.1 **License, Right to Use.** BCG or BCG's licensors own and retain all rights, title and interests in, and relating to, BCG Products. Subject to Client's compliance with the terms of this Agreement, BCG grants to Client and its Permitted Users a limited, worldwide, non-exclusive, non-transferable, non-sub-licensable, revocable right to access and use the BCG Products as specified in the Statement of Work and to access, use, and make a reasonable number of copies of relevant Specifications, in each case solely for Client's internal business purposes for the term of the Engagement, unless a different period is specified in the Statement of Work.
- 2.2 **Support.** BCG agrees that it will: (a) give Client a brief technical introduction to the relevant BCG Product(s); (b) provide maintenance and support for SaaS and cloud-based BCG Products as described in the applicable standard service level agreement ("SLA"); and (c) to the extent the BCG Products are used to process Client Data, take commercially reasonable measures to protect such Client Data, which measures will be no less than the measures BCG takes to protect its own data. Client acknowledges and agrees that BCG cannot and does not guarantee the privacy, security, integrity, or authenticity of any information, including but not limited to Client Data transmitted over, or stored in, any system connected to the Internet.
- 2.3 Client **Obligations.** Client agrees that it will: (a) limit access to BCG Products and Specifications to Permitted Users; (b) be solely responsible for any breach of the Agreement by Permitted Users; (c) not decompile, disassemble, reverse engineer or otherwise attempt to obtain or modify the source code of BCG Products or reduce to human perceivable form all, or any part, of the BCG Products for any reason; and (d) be solely responsible, and BCG will bear no responsibility for (i) correctly inputting Client Data to BCG Products; (ii) decisions regarding data input (e.g., field definitions) in respect of the processing of Client Data by BCG Products; (iii) the selection, quality, integrity, authenticity, exhaustiveness of, or errors or omissions in, Client Data; (iv) Client's choices with regard to configuring BCG Product options (e.g., filters and groupings); and (v) Client's interpretation of, and decisions taken, based on reports or other output generated by BCG Products. Client warrants that all Client Data inputted to BCG Products will be free of any bugs, viruses, and other malware.

3. FEES AND PAYMENT

- 3.1 **Fees.** State will pay BCG Inc. amounts due for the Services and Deliverables, as set out in the May 1, 2020 Statement of Work, to which this Appendix A is attached ("Fees"). To the extent the Engagement terminates before completion for any reason, State will pay Fees incurred for all Services and Deliverables identified in the Statement of Work up to the date of termination, together with State-authorized expenses incurred by BCG, through such date.
- 3.2 **Payment.** Unless expressly agreed otherwise in the Statement of Work, BCG Inc. will invoice the State monthly (or every four weeks). State will pay the invoices within thirty (30) days from receipt. .

4. WARRANTIES AND DISCLAIMER

- 4.1 **Representations and Warranties.** Each Party represents and warrants: (a) it has the right, power, and authority to execute and deliver the Statement of Work and to perform and fulfil the obligations of the Engagement; and (b) the Contract, when duly authorized, executed, and delivered by such Party, constitutes the legal, valid, and binding obligations of such Party, enforceable in accordance with the Contract Terms. State represents and warrants: (i) (i) it will use the Services and Deliverables in a manner consistent with the Contract.

- 4.2 **Warranty Disclaimer.** To the fullest extent permitted by law and except as otherwise expressly set forth in the Contract, BCG, on behalf of itself and its suppliers, makes no, and expressly disclaims all, express, implied and statutory representations or warranties, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, reliability, timeliness, quality, suitability, availability, accuracy or completeness, non-infringement, title and/or any warranties arising from course of dealing, usage, or trade practice. BCG does not warrant or represent that BCG Products or Deliverables will be uninterrupted or error-free. BCG does not guarantee specific results or output, resulting from, or generated through the Services, BCG Products or Deliverables, including any algorithmic, automated decision-making, artificial intelligence models, robot advisors, or chat bots.

State is responsible for State decisions and actions based on outputs obtained from BCG Services and Deliverables. This section will survive the termination or expiration of the Contract.

5. LIMITATION OF LIABILITY

- 5.1 BCG Inc. and BCG UK are jointly and severally liable to State with respect to any claim in connection with or related to this Contract, and any such claims made against BCG UK and BCG Inc. will be pursued in the same jurisdiction, the State of Connecticut.
- 5.2 Subject to Section 5.4, in no event will a Party be liable to the other Party for any: (i) indirect, special, exemplary, incidental or consequential damages; or (ii) direct or indirect damages arising from loss of business, data, profits, or goodwill, in each case, whether arising out of contract (including under an indemnity), tort (including negligence), statute, strict liability or otherwise, resulting from or related to the Contract, whether or not such Party knew or should have known of the possibility of any such damages.
- 5.3 Subject to Sections 5.2 and 5.4, under no circumstances will BCG's aggregate liability to Client for any and all claims, including third party claims, or Losses arising from or in connection with or relating to the Contract, whether in contract (including under an indemnity), tort (including negligence), strict liability, statute or otherwise, exceed an amount equal to the Fees paid by State to BCG for the Service or Deliverable that gave rise to the claim. **The foregoing limit of liability shall not limit Contractor's liability for Claims related to personal injury, death, gross negligence or willful misconduct of Contractor of Contractor's Parties.**
- 5.4 Notwithstanding anything else to the contrary, in respect of a defaulting Party, nothing in these Terms limits or excludes liability for: (i) personal injury or death caused by the defaulting Party's negligence; (ii) fraud; or (iii) any matter for which it would be illegal to exclude or limit liability. Nothing herein limits Client's obligation to pay the Fees for Services performed.

6. GENERAL PROVISIONS

- 6.1 State acknowledges and agrees that BCG does not provide fairness opinions or valuations of market transactions or legal, accounting, or tax advice. State agrees that it will retain its own experts in these disciplines as it deems necessary.
- 6.2 **Dispute Resolution.** If a dispute arises out of or in connection with the Engagement, a Party will be entitled to refer the dispute by written notice ("Dispute Notice") for resolution by the Parties' respective project managers who will meet to resolve the dispute within 15 business days of the date of such Dispute Notice. If the Parties fail to resolve the dispute within 15 business days of the date of the Dispute Notice, the dispute will then be automatically referred to a senior representative of each Party, who will meet to resolve the dispute within 30 business days of the date of the Dispute Notice. If the dispute cannot be resolved in accordance with this Section within 30 business days of the date of the Dispute Notice, the Parties may start proceedings, provided that nothing in this section shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Contract
- 6.3 **No Publicity.** No Party will make any public announcement or press release regarding the Engagement or Services performed without the prior written consent of the other Party; provided, however, BCG has the right to refer to State as a client of BCG for promotional purposes with the written consent of the State. Except as required by law, neither BCG Deliverables nor reference to BCG may be included or made in any prospectus, proxy statement, offering memorandum or similar document or materials prepared for public distribution, except to the extent required by applicable law.
- 6.4 **Severability.** The provisions of the Agreement will be deemed severable, and the invalidity or unenforceability of any one or more of its provisions will not affect the validity and enforceability of its other provisions. If any provision

is held to be invalid, void, or unenforceable, the remaining provisions will continue in full force. In lieu of any invalid provision, a substitute provision will apply retroactively which comes as close as legally and commercially possible to the intent which the Parties had or would have had, according to the spirit and purpose of the Agreement.

- 6.5 **Notices.** All Notices required or permitted under the Contract will be in writing, reference the Statement of Work and will be delivered to the Parties at the addresses referenced in the Statement of Work: (a) by hand (and will be deemed to have been received on signature of a delivery receipt or at the time the Notice is left at the proper address); or (b) by certified mail or deposit with a nationally recognized overnight carrier (and will be deemed delivered at 9.00am on the second business day after depositing or, if earlier, the time recorded by the mail service); or (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume.
- 6.6 **Waiver.** The delay or failure of a Party to insist upon or enforce the other Party's strict performance of any provision herein, or to exercise any right or remedy under the Contract, will not be interpreted or construed as a waiver of that Party's right to assert or rely upon any such provision, right or remedy in that, or any other, instance.
- 6.7 **Force Majeure.** The parties shall not be excused from their respective Contract obligations except in the case of Force Majeure Events or as otherwise provided for in this Contract. Force Majeure Event means strikes, lockouts, riot, sabotage, rebellion, insurrection, acts of war, acts of terrorism, failure of or inadequate permanent power, fire, flood, earthquake, epidemics, natural disasters and acts of God.
- 6.8 **Entire Agreement.** The Statement of Work signed by the Parties, these Terms, and any mutually agreed schedules, contain the entire Contract and understanding by and between the Parties with respect to the Engagement to the exclusion of all other terms, including, but not limited to, any purchase order or other standard terms of State. No prior representations, promises, agreements, or understandings, whether written or oral, will be of any force or effect. No change or amendment is binding on any Party unless in writing and signed by both State and BCG. In the event of conflict between these Terms and the Statement of Work, the provisions of these Terms will prevail,.
- 6.9 **Counterparts.** The Parties agree that the Statement of Work may be executed in counterparts, each of which will be deemed an original, but which together constitute one and the same instrument.
- 6.10 **Interpretation.** There is no rule of interpretation against the drafter in drafting these Terms. Both Parties acknowledge they have had ample time to review and negotiate the Terms and have had the opportunity to review the Terms with their respective legal advisers.