

This Addendum is entered into between the State of Minnesota, Commissioner of Commerce ("Licensee") and Connecture, Inc. ("Connecture," "Licensor") to amend the Software License and Maintenance Agreement dated July 14, 2012 (the "Agreement"). Both parties agree to the following terms and conditions and expressly agree that if any of the following terms and conditions are in conflict with the terms and conditions of the Agreement, the following terms and conditions will prevail.

The terms and conditions of this Addendum are governed by the Agreement, this Addendum and any other amendments which are agreed to by both parties. Any additions or changes to this Addendum must be in writing and must be agreed to by each party by having the proper authorized designees sign each amendment, exhibit, and addendum.

1. Lack of Appropriation. Continuation of this Agreement is contingent upon continued availability of funds for the purpose of this Agreement. Licensee may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the Services covered here. Licensee shall not be assessed any penalty if the Agreement is terminated based on this provision.

2. Affirmative Action (when applicable). Connecture certifies it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minn. Stat. § 363A.36 or, if appropriate, has certified that it is in compliance with federal affirmative action requirements. The Licensee intends to carry out its responsibility for requiring affirmative action by Connecture.

Covered Contracts and Contractors. If the Contract exceeds \$100,000 and Connecture employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then Connecture must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

Minn. Stat. § 363A.36. Minn. Stat. § 363A.36 requires Connecture to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

Minn. R. 5000.3400-5000.3600. (A) *General.* Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining Connecture's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The

specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

Disabled Workers. Connecture must comply with the following affirmative action requirements for disabled workers.

- (1) Connecture must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. Connecture agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (2) Connecture agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (3) In the event of Connecture's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with Minn. Stat. § 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (4) Connecture agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state Connecture's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
- (5) Connecture must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that Connecture is bound by the terms of Minn. Stat. § 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

Consequences. The consequences for Connecture's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.

Certification. Connecture hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for non-compliance.

3. Employee Status

E-Verify Certification (In accordance with Minn. Stat. § 16C.075)

For services valued in excess of \$50,000, Connecture certifies that as of the date of services performed on behalf of the Licensee, Connecture and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the Licensee. Connecture is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>. All subcontractor certifications must be kept on file with Connecture and made available to the Licensee upon request.

4. Insurance Requirements

Connecture, and/or their authorized distributor, manufacturer's representative, dealer, reseller, subcontractor (Subcontractor), shall maintain insurance to cover claims which may arise from operations under this Agreement, whether such operations are by the Connecture, their Subcontractor, or by anyone directly or indirectly employed under this Agreement. The State will determine whether the Connecture or Connecture's Subcontractor insurance will be filed with the State.

Connecture, or their Subcontractor, shall not commence work under the Agreement until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. Connecture, or their Subcontractor, shall maintain such insurance in force and effect throughout the term of the Agreement. Connecture, or their Subcontractor, under this Agreement can provide applicable services to the State of Minnesota, hereinafter referred to as Owner.

All coverages and limits shall remain in force and effect throughout the term of the Agreement.

NOTICE TO THE CONNECTURE OR THEIR SUBCONTRACTOR: The failure of the State of Minnesota to obtain a Certificate of Insurance, for the policies required under this Agreement or renewals thereof or failure of the insurance company to notify the State of the cancellation of policies required under this Agreement shall not constitute a waiver by the Owner to the Connecture, or their Subcontractor, to provide such insurance.

The Owner reserves the right to immediately terminate the Agreement if Connecture, or their Subcontractor, is not in compliance with the insurance requirements and the Owner retains all rights to pursue any legal remedies against Connecture or their Subcontractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's authorized agent upon written request.

NOTICE TO INSURER: Connecture's insurance company(ies), or their Subcontractor's insurance company(ies), waives its right to assert the immunity of the State as a defense to any claims made under said insurance.

REQUIREMENTS FOR THE CONNECTURE OR THEIR SUBCONTRACTOR: Connecture's policy(ies), or their Subcontractor's policy(ies), shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of Connecture's, or their Subcontractor's, performance under this Agreement.

If Connecture receives a cancellation notice from an insurance carrier affording coverage herein, Connecture agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Connecture's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota.

Connecture, or their Subcontractor, is responsible for payment of Agreement related insurance premiums and deductibles.

If Connecture, or their Subcontractor, is self-insured, a Certificate of Self-Insurance must be attached.

Connecture, or their Subcontractor, shall obtain insurance policy(ies) from insurance company(ies) that either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the MN Department of Commerce if they are not rated by AM Best.

Connecture's, or their Subcontractor's, Umbrella or Excess Liability insurance policy may be used to supplement Connecture's, or their Subcontractor's, policy limits to satisfy the full policy limits required by the Agreement.

POLICY REQUIREMENTS:

1. Workers' Compensation Insurance: Except as provided below, Connecture, or their Subcontractor, must provide Workers' Compensation insurance for all their employees in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Minimum limits of liability:

Coverage B - Employer's Liability
\$100,000 Bodily Injury by Disease per Employee
\$500,000 Bodily Injury by Disease Aggregate
\$100,000 Bodily Injury by Accident

If Minn. Stat. § 176.041 exempts Connecture, or their Subcontractor, from Workers' Compensation insurance or if Connecture, or their Subcontractor, has no employees in the State of Minnesota, Connecture, or their Subcontractor, must provide a written statement, signed by the authorized signer of the Agreement, stating the qualifying exemption that excludes Connecture, or their Subcontractor, from MN Workers' Compensation requirements.

If during the course of the Agreement Connecture, or their Subcontractor, becomes eligible for Workers' Compensation, Connecture, or their Subcontractor, must comply with the Workers' Compensation Insurance requirements included herein and provide the State of Minnesota with a certificate of insurance.

Evidence of Subcontractor insurance shall be filed with Connecture or as directed by the State.

2. General Liability Insurance:

Connecture, or their Subcontractor, shall maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Agreement.

A. Minimum Limits of Liability:

\$2,000,000 - Per Occurrence

\$2,000,000 - Annual Aggregate

\$2,000,000 - Annual Aggregate applying to Products/Completed Operations

B. Coverages

X Premises and Operations Bodily Injury and Property Damage

X Personal & Advertising Injury

X Blanket Contractual

X Products and Completed Operations

X State of Minnesota named as an Additional Insured

3. Network Security and Privacy Liability Insurance (or equivalent)

Connecture shall maintain insurance to cover claims which may arise from failure of Connecture's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of confidential or private information, transmission of a computer virus or denial of service.

Connecture is required to carry the following minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

4. Professional/Technical, Errors and Omissions, including Network Security and Privacy Liability Insurance (or equivalent Network Security and Privacy Liability coverage endorsed on another form of liability coverage or written as a standalone policy):

This policy will provide coverage for all claims the Connecture may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Connecture's professional services required under the Agreement.

Connecture is required to carry the following minimum limits:

- \$2,000,000 – per claim or event
- \$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of Connecture and may not exceed \$100,000 without the written approval of the State. If the Connecture desires authority from the State to have a deductible in a higher amount, Connecture shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the State can ascertain the ability of the Connecture to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Agreement and Connecture shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Connecture to fulfill this requirement.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representative.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statute §§ 16A.15 and 16C.05.

Signed: Jennifer Houtain

Date: 11/1/12

Contract No. PO # 2469

2. CONTRACTOR

The Contractor certifies that the appropriate person(s) have executed the contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: [Signature]
(with delegated authority)

Title: Agency Commissioner

Date: 10-31-12

**4. COMMISSIONER OF ADMINISTRATION
As delegated to Materials Management Division**

By: _____

Title: _____

Date: _____

Distribution
Agency
Contractor
State's Authorized Representative - Photo Copy

10-26-12

This policy will provide coverage for all claims the Connecture may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Connecture's professional services required under the Agreement.

Connecture is required to carry the following minimum limits:

\$2,000,000 – per claim or event

\$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of Connecture and may not exceed \$100,000 without the written approval of the State. If the Connecture desires authority from the State to have a deductible in a higher amount, Connecture shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the State can ascertain the ability of the Connecture to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Agreement and Connecture shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Connecture to fulfill this requirement.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representative.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statute §§ 16A.15 and 16C.05.

Signed: _____

Date: _____

Contract No. _____

2. CONTRACTOR

The Contractor certifies that the appropriate person(s) have executed the contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: J. P. Leo

Title: CHIEF FINANCIAL OFFICER

Date: 10/31/2012

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

**4. COMMISSIONER OF ADMINISTRATION
As delegated to Materials Management Division**

By: _____

Title: _____

Date: _____

Distribution
Agency
Contractor
State's Authorized Representative - Photo Copy



This policy will provide coverage for all claims the Connecture may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Connecture's professional services required under the Agreement.

Connecture is required to carry the following minimum limits:

\$2,000,000 – per claim or event
\$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of Connecture and may not exceed \$100,000 without the written approval of the State. If the Connecture desires authority from the State to have a deductible in a higher amount, Connecture shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the State can ascertain the ability of the Connecture to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Agreement and Connecture shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Connecture to fulfill this requirement.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representative.

1. STATE ENCUMBRANCE VERIFICATION
Individual certifies that funds have been encumbered as required by Minnesota Statute §§ 16A.15 and 16C.05.

Signed: _____

Date: _____

Contract No. _____

2. CONTRACTOR
The Contractor certifies that the appropriate person(s) have executed the contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: T. A. Leo

Title: CHIEF FINANCIAL OFFICER

Date: 10/31/2012

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

4. COMMISSIONER OF ADMINISTRATION
As delegated to Materials Management Division

By: [Signature]

Title: Negotiations Mgr.

Date: 10/31/12

Distribution
Agency
Contractor
State's Authorized Representative - Photo Copy

