

COMMONWEALTH OF MASSACHUSETTS  
COMMISSION AGAINST DISCRIMINATION

MCAD Docket No. [REDACTED]

\_\_\_\_\_  
Ellen Wright,

Complainant,

v.

Commonwealth of Massachusetts MassIT and  
Breean Fortier, individually,  
Respondents  
\_\_\_\_\_

**SETTLEMENT AGREEMENT**

This Settlement Agreement is made by and between the Commonwealth of Massachusetts, MassIT, Breean Fortier (the Respondents) in the above-captioned action, and Ellen Wright, (“Ms. Wright”), the Complainant in the above-captioned action.

Whereas, the parties have agreed to fully and finally resolve and settle any and all claims and controversies between them, including, but not limited to, all matters related to the above-referenced complaint,

Now, therefore, in consideration of the mutual promises and covenants set forth herein, and without any admission or evidence of liability, the parties agree as follows:

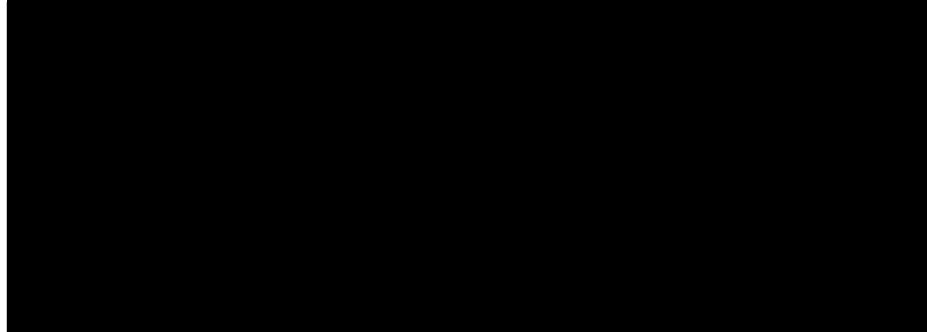
1. Recitals. This Agreement is intended to comply with all applicable laws, rules and regulations, including, without limitation, the Older Workers Benefit Protection Act, 29 U.S.C. § 626 et seq. with regard to Ms. Wright’s waiver of rights under the Federal Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq. (“ADEA”). As such, Ms. Wright understands that a) she is specifically waiving rights and claims under the ADEA; b) she is waiving rights or claims only in exchange for

consideration in addition to anything of value to which she is already entitled; c) the waiver of rights and claims under the ADEA does not extend to any rights or claims arising after the date Ms. Wright executes this Agreement; d) Ms. Wright has 21 days within which to consider this Agreement; e) Ms. Wright has been advised that even after she signs this agreement, she may revoke it within 7 days of the date of her signing by delivering a signed revocation notice to Sean Vinck, Chief Legal Counsel, MassIT, 1 Ashburton Place, Boston, MA 02108; f) this Agreement shall not become effective or enforceable until 8 days after she signs it; g) Ms. Wright will not be entitled to receive the position referenced in Paragraph 2(a) below until the 7- day Revocation Period has expired, and should Ms. Wright in fact revoke her acceptance, no position will be made available; h) Ms. Wright is advised to consult with an attorney before executing this Agreement; i) Ms. Wright has had an adequate opportunity to discuss all aspects of this Agreement with, and seek advice from, her own attorney, and Ms. Wright has availed herself of this right or has voluntarily and willingly decided to forego this right; j) Ms. Wright has carefully read and fully understands all of the provisions of this Agreement; k) Ms. Wright was not coerced into signing this Agreement; l) Ms. Wright is knowingly and voluntarily entering into this Agreement; m) in executing this Agreement Ms. Wright does not rely and has not relied upon any representation or statement not set forth herein made by MassIT or by any of its agents, representatives, or attorneys with regard to the subject

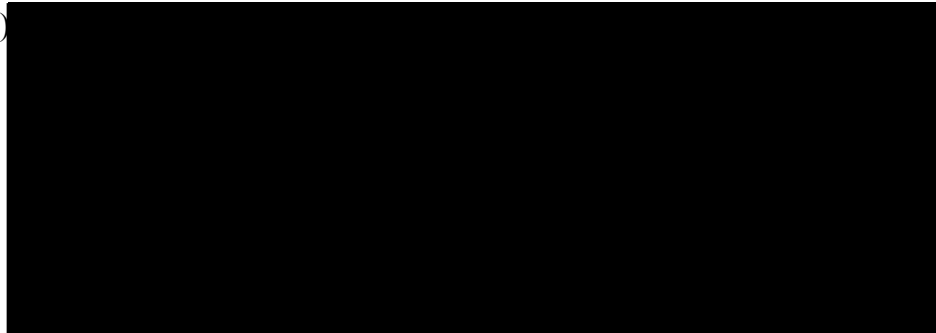
matter, basis, or effect of this Agreement or otherwise and; n) Ms. Wright intends to be bound by the Agreement's terms.

2. Benefits. In consideration of Ms. Wright's signing the Agreement, MassIT agrees to the following:

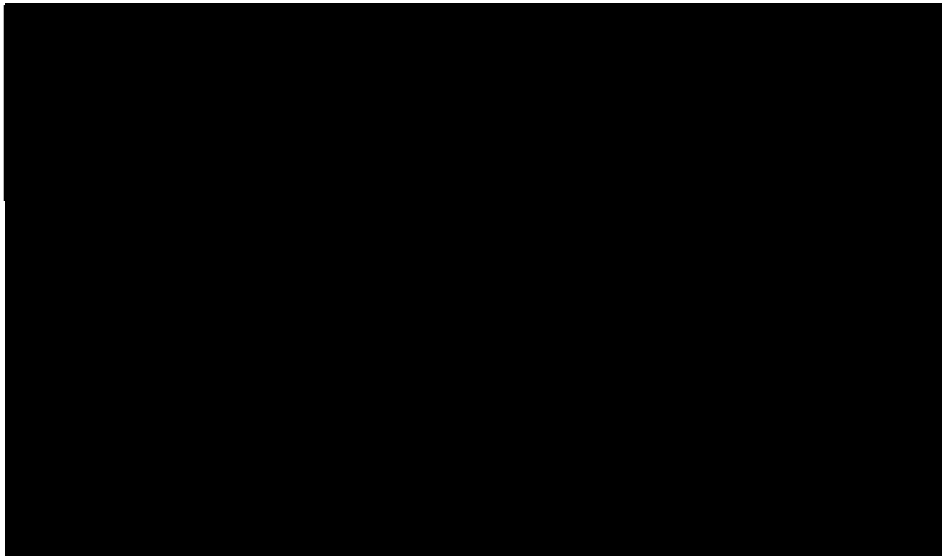
(a)



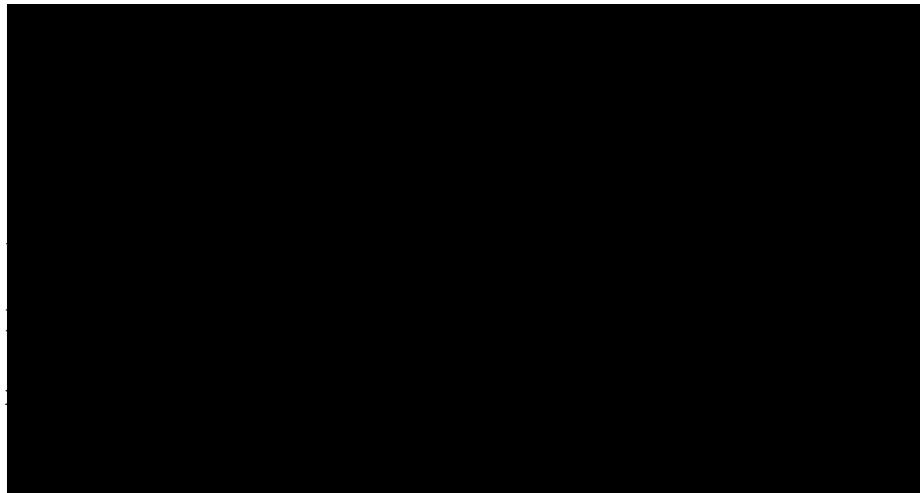
(b)



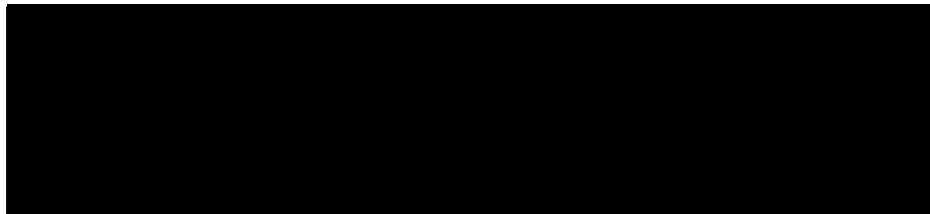
(c)



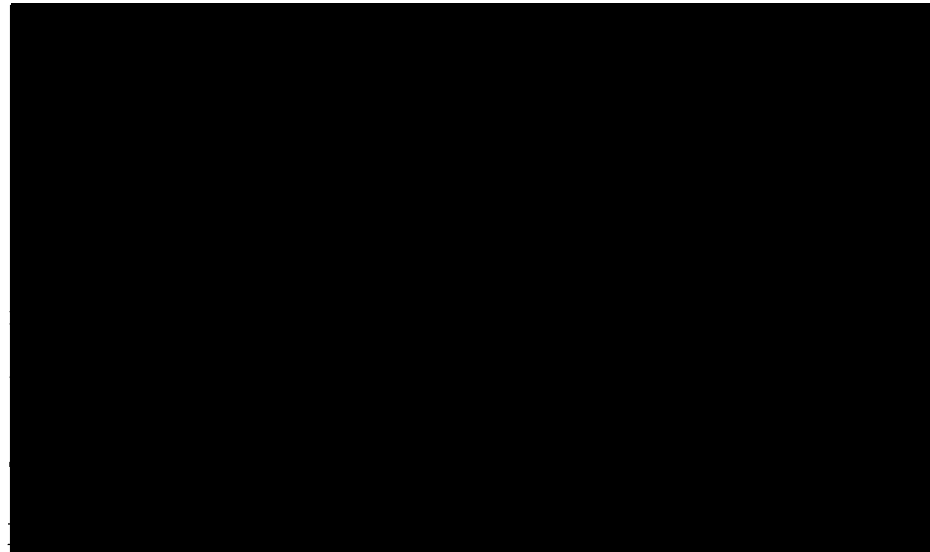
(d)



(e) Ms. Wright will maintain her current salary (\$116,725)



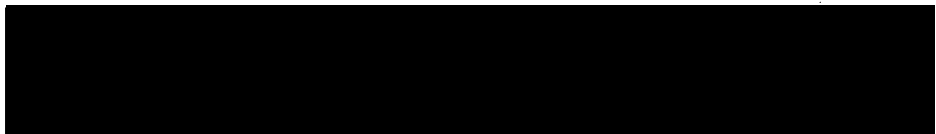
(f)



(g)



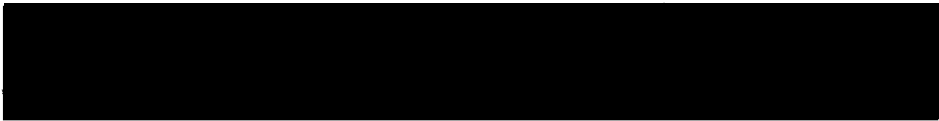
Ms. Wright



(h)



(i) Ms. Wright may resign from employment at any time during the term of this agreement.



(j)



(k)



3. Release by Employee. Ms. Wright hereby remises, releases, and forever discharges MassIT and Ms. Fortier (hereinafter referred to collectively as "Respondents") of and from any and all manners of actions, causes of action, suits, debts, controversies, damages, judgments, claims, demands, and liabilities whatsoever, in law or in equity, of every name and nature,

which Ms. Wright now has or has ever had against the Respondents up until the date of this agreement. This release specifically includes, but is not limited to, [REDACTED]

[REDACTED] This release shall include any claims for lost wages or benefits, compensatory damages, punitive damages, attorney's fees, emotional distress damages, equitable relief, or any other form of damages or relief. This release shall further include, without limitation, all common-law claims including but not limited to those arising under the Massachusetts Civil Service Law, MGL c. 31; the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991, 42 U.S.C. § 2000e et seq., the Civil Rights Act of 1866, 42 U.S.C. § 1981 et seq., the Family and Medical Leave Act of 1993, 29 U.S.C. § 2601 et seq., the Equal Pay Act of 1963, 29 U.S.C. § 206 et seq., the Age Discrimination in Employment Act, as amended by the Older Workers Benefits Protection Act, 29 U.S.C. § 621 et seq., the Fair Labor Standards Act, 29 U.S.C. § 201 et seq., the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq., the American with Disabilities Act of 1990, and its amendments 42 U.S.C. 12101 et seq., Mass. Gen. L. ch. 151B and any other federal, state or local human rights, civil rights, wage-hour, pension, tort, employment or labor statute, law, order, rule, regulation or public policy. However, nothing in this paragraph or the Agreement shall operate as a release of, or prevent Ms.

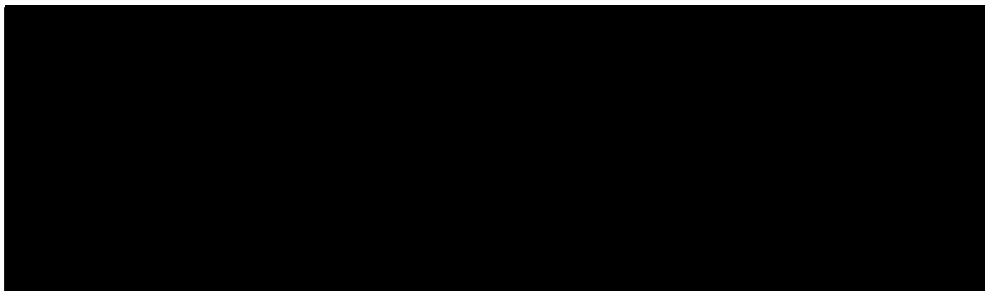
Wright from seeking redress for: (i) a breach of the Agreement or (ii) a claim related to Ms. Wright's pension, retirement or benefit plan.

4. Mutual Nondisparagement. Except as required by law, Ms. Wright agrees that she shall not disparage, defame or slander MassIT, Ms. Fortier or its officers. In return, except as required by law, no MassIT employee or agent on behalf of Mass IT will disparage, defame or slander Ms. Wright. Further, MassIT and its agents agree not to interfere with any future attempt by Ms. Wright to obtain employment with the Commonwealth of Massachusetts or any other employer.
5. Integrated Agreement. The Agreement constitutes and contains the entire understanding and agreement between Ms. Wright and the Respondents. No other promises or agreements shall be binding or shall modify the Agreement unless executed in accordance with paragraph 2(h) and 6 of the Agreement.
6. Modification. This Agreement may not be assigned, released, discharged, abandoned, supplemented, amended, changed, or modified in any manner, orally or otherwise, except by an instrument in writing of concurrent or subsequent date signed by each of the parties hereto.
7. Non-Publication: The Agreement is not for publication, nor shall it serve as precedent, or evidence in, any matter. Notwithstanding the foregoing, the parties acknowledge that the Commonwealth's courts have determined that certain portions of settlement agreements are subject to disclosure under the Commonwealth's Public Records Law, MGL ch. 66 s. 10. No

lawful production of this document in response to a public records request or other legal process (such as a subpoena, request for production, or civil investigative demand) shall constitute breach of this section.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts wherein it has been executed by the parties hereto.
9. Binding Effect. The Agreement shall be binding upon and shall insure to the benefit of the parties hereto and all of their respective heirs and successors.
10. Counterparts. The Agreement may be executed in two or more duplicate counterparts, each which shall be treated as an original, but all of which together shall constitute one and the same instrument.
11. Waiver. No waiver of any provision of this Agreement, or the breach thereof, shall be deemed a waiver of any other provision of breach.
12. No Admission of Liability. The signatories to the Agreement, in so signing, do not agree to any liability or fault and said signatures shall not constitute any admission of liability or fault.
13. Non-precedent. The parties agree that this Settlement Agreement shall not serve as precedent in any case, pending or to be brought.

14.







By:

Sean C. Viret  
MassIT  
Its duly authorized representative

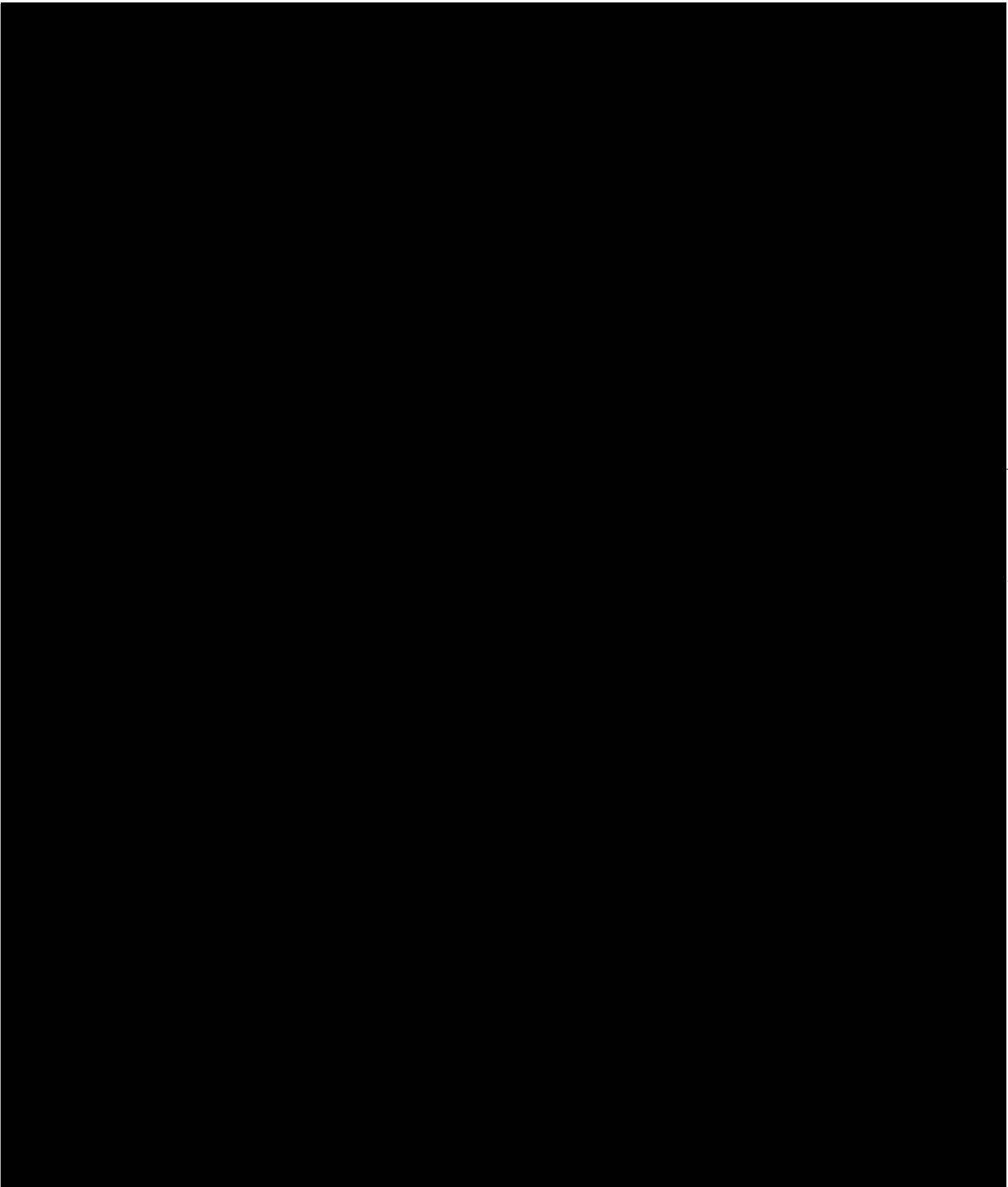
Date: 7-19-2017

Brean Fortier  
Brean Fortier

Date: 7/19/17

Ellen Wright  
Ellen Wright

Date: 7/19/2017



COMMONWEALTH OF MASSACHUSETTS

AGREEMENT  
BETWEEN  
EXECUTIVE OFFICE OF TECHNOLOGY SERVICES AND SECURITY  
AND  
JASON HAND

Whereas, ~~Mr. Jason Hand~~, ("~~Mr. Hand~~") is employed by the Executive Office of Technology Services and Security (EOTSS); and

Whereas Mr. Hand [REDACTED]

Whereas, Mr. Hand and the EOTSS wish to mutually resolve ~~Mr. Hand's~~ employment status.

Therefore, in full and final settlement of any and all matter relating thereto, Jason Hand and the EOTSS hereby agree as follows:

1. Last day of Employment. ~~Mr. Hand~~ last day of on payroll with EOTSS will March 30, 2018.

2. Separation Benefits. In exchange for his execution of this Agreement and the consideration below:

(a) [REDACTED]

(b) [REDACTED]

(c) Mr. Hand will remain on the payroll, though March 30, 2018 [REDACTED]

(d) Payments shall follow the normal payroll cycle and payments for any earnings through March 30, 2018 will be made in the check of April 6, 2018;

(e) He will accrue vacation through March 2, 2018 and for time between March 3 and March 30 he shall accrue no vacation time. [REDACTED]

(f) Mr. Hand acknowledges and agrees [REDACTED]

(g) He acknowledges and agrees that, except for the specific consideration contained in

this Agreement, he is not entitled to and shall not receive any additional compensation, consideration or benefits from the EOTSS.

3. **Covenants by Jason Hand.** Mr. Hand acknowledges and agrees to the following:

- (a) He affirms that he has not filed, caused to be filed, and that he is not presently a party to any claim, complaint, or action against the EOTSS, its Officers, Employees or Agents in any forum; and
- (b) He understands that if he breaches this covenant it shall constitute a material breach of this Agreement, and shall relieve the EOTSS of any further obligations to him under this Agreement.

4. **Release of Claims.** In exchange for the EOTSS's providing Mr. Hand with the Benefits described in Paragraph 2, Mr. Hand hereby waives his right to assert any legal claims against the Commonwealth of Massachusetts, the EOTSS (hereinafter "Releasee"), and its respective agents, officers, directors, employees, affiliates, representatives and attorneys, past or present, (collectively, the "Released Parties"). This includes, but is not limited to, discrimination charges, and any other kind of claim or lawsuit, or anything else concerning his employment, or any other matter whatsoever with the exception of an unemployment compensation claim. Accordingly, Mr. Hand hereby releases and forever discharges the Released Parties from any and all claims, charges, complaints, lawsuits, damages, contracts and causes of action in law or equity, of any nature whatsoever, or any other actions in any court, administrative agency, arbitration forum, or other legal tribunal or authority, by reason of any matter or thing, including without limitation any matter or thing relating to, arising out of or connected with his employment with the EOTSS, including but not limited to tort or contract claims, claims for violation of the Employee Retirement Income Security Act of 1974, or claims for any violations of anti-discrimination and equal employment opportunity laws, including without limitation the laws of the Commonwealth of Massachusetts, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, and the Age Discrimination in Employment Act (ADEA) all as amended, arising from the beginning of time through the date of the execution of this Agreement.

Mr. Hand and the EOTSS acknowledge that this Agreement does not limit either party's rights, where applicable, to participate in an investigative proceeding initiated by any federal, state or local governmental agency. To the extent permitted by law, Mr. Hand agrees that if such an administrative claim is made, he shall not be entitled to recover any individual monetary relief or other individual remedies

5. **Executing and Understanding this Agreement.** In exchange for the EOTSS's providing him with the benefits described in Paragraphs 1 & 2, Mr. Hand acknowledges that he is waiving and releasing any rights under the Age Discrimination in Employment Act of 1967 (the "ADEA") and that this waiver and release is knowing and voluntary. He understands that this waiver and release does not apply to any rights or claims that may arise under the ADEA after the Effective Date of this Agreement. He acknowledges that the consideration given for this waiver and release is in addition to anything of value to which he is already entitled. He further acknowledges notice by this writing that:

- (a) He has a right to consult with an attorney prior to executing this Agreement; and
- (b) He has up to twenty-one (21) calendar days within which to consider this Agreement; and
- (c) He has seven (7) calendar days following his execution of this Agreement to revoke the Agreement; and
- (d) This Agreement shall not be effective until the seven (7) day revocation period has expired; and
- (e) In order to revoke this Agreement, he must deliver written notice of such

revocation to James Canavan, Secretariat Human Resource Director, One Ashburton Place, Suite 804, Boston, MA 02108 on or before 11:59 p.m. Eastern Standard Time of the seventh calendar day following the date he signs the Agreement.

6. **Affirmation Regarding Workplace Injuries and Leaves of Absence.** Mr. Hand affirms that he has not suffered any on-the-job injury for which he has not already filed a claim and that he has received any leave (paid or unpaid) to which he was entitled during his employment with the EOTSS and has not denied or interfered with his ability to request or take such leave.

7. **Non-Disparagement:** Mr. Hand agrees that he shall refrain from making disparaging remarks about the Executive Office of Technology Service and Security, its practice and protocols and its leadership team.

8. **Non-Publication:** This Settlement Agreement is not for publication and it is without precedent or prejudice to any other current or future matter between the parties. This Settlement Agreement cannot be introduced in any other forum except to enforce its terms.

9. **Entire Agreement.** Mr. Hand understands and agrees that this Agreement constitutes the full extent of the EOTSS's commitment to him regarding his employment. He further understands and agrees that this Agreement supersedes any prior agreements between him and the EOTSS. No changes to this Agreement will be valid unless reduced to writing and signed by him and the EOTSS. However, if any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention and all remaining provisions of this Agreement shall remain in full force and effect.

10. **Choice of Law/Enforceability.** This Agreement shall be deemed to have been made in the Commonwealth of Massachusetts, shall take effect as an instrument under seal within Massachusetts, and shall be governed by and construed in accordance with the laws of Massachusetts, without giving effect to its conflict of law principles.

11. **Non-Admission of Liability.** By entering into this Agreement, the EOTSS denies any violation of Mr. Hand's rights or the law. The EOTSS agrees to these terms to resolve any and all other claims or actions that could have been asserted against it, in the spirit of compromise and in avoidance of further protracted litigation.

12. **Acknowledgment.** The Parties declare and acknowledge that they understand the terms, provisions, and conditions of this Agreement to be fair, adequate, and reasonable; and enter into this Agreement voluntarily and without coercion.

13. **General.** By executing this Agreement, Mr. Hand is acknowledging that he has been afforded sufficient time to understand its terms and effects, that his agreements and obligations under this Agreement are made voluntarily, knowingly and without duress, and that neither the EOTSS nor its agents or representatives have made any representations inconsistent with the provisions of this Agreement.

The signatures below reflect the understanding of, and agreement to, the terms and conditions set forth in this Agreement.

Confirmed and Agreed

By: Sean Vinck

MARCH 9, 2018  
Dated: , 2018

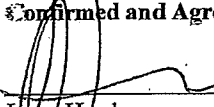
Sean Vinck, Assistant Secretary- General Counsel, Chief Procurement Officer  
Executive Office of Technology Services and Security

By: [Signature]

Dated: 3/9, 2018

James Canavan, Director Human Resources  
Executive Office of Technology Services and Security

Confirmed and Agreed:



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Jason Hand  
3

Dated: , 2018

March 8th 2018

COMMONWEALTH OF MASSACHUSETTS

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AGREEMENT  
BETWEEN  
EXECUTIVE OFFICE OF TECHNOLOGY SERVICES AND SECURITY  
AND  
CHARLES DESOURDY

---

Whereas, Mr. Charles Desourdy, ("Mr. Desourdy") is employed by the Executive Office of Technology Services and Security (EOTSS); and  
Whereas Mr. Desourdy [REDACTED] and  
Whereas Mr. Desourdy and EOTSS hope to effectuate a smooth transition from his role; and  
Whereas, Mr. Desourdy and the EOTSS wish to mutually resolve Mr. Desourdy's employment status.  
Therefore, in full and final settlement of any and all matter relating thereto, Charles Desourdy and the EOTSS hereby agree as follows:

1. **Last day of Employment.** Mr. Desourdy last day of employment with EOTSS will be no later than December 9, 2017.

2. **Separation Benefits.** In exchange for his execution of this Agreement and the consideration below:

(a) Mr. Desourdy shall cease working for EOTSS effective a date no later than December 9, 2017;

(b) In effort facilitate the transition, Mr. Desourdy will remain on the payroll, though December 9, 2017 to assist with the transition. [REDACTED]

(c) Payment for accrued but unused vacation will be paid in the following pay cycle;

(d) The parties understand that as of a date to be determined he will no longer be acting in the [REDACTED] As such, Mr. Desourdy will no longer represent himself out in this capacity nor act on behalf of the EOTSS in this role;

(e)



(f)



(g) Mr. Desourdy acknowledges and agrees that the benefits being provided to him in this Agreement are in addition to that to which he is entitled in connection with his employment with the EOTSS, and that he is not otherwise due or owed to him under any employment agreement, policy or practice; and

(h) He acknowledges and agrees that, except for the specific consideration contained in this Agreement, he is not entitled to and shall not receive any additional compensation, consideration or benefits from the EOTSS.

3. **Covenants by Charles Desourdy.** Mr. Desourdy acknowledges and agrees to the following:

(a) He affirms that he has not filed, caused to be filed, and that he is not presently a party to any claim, complaint, or action against the EOTSS, its Officers, Employees or Agents in any forum; and

(b) He understands that if he breaches this covenant it shall constitute a material breach of this Agreement, and shall relieve the EOTSS of any further obligations to him under this Agreement.

4. **Release of Claims.** In exchange for the EOTSS's providing Mr. Desourdy with the Benefits described in Paragraph 2, Mr. Desourdy hereby waives his right to assert any legal claims against the Commonwealth of Massachusetts, the EOTSS (hereinafter "Releasee"), and its respective agents, officers, directors, employees, affiliates, representatives and attorneys, past or present, (collectively, the "Released Parties"). This includes, but is not limited to, discrimination charges, and any other kind of claim or lawsuit, or anything else concerning his employment, or any other matter whatsoever with the exception of an unemployment compensation claim. Accordingly, Mr. Desourdy hereby releases and forever discharges the Released Parties from any and all claims, charges, complaints, lawsuits, damages, contracts and causes of action in law or equity, of any nature whatsoever, or any other actions in any court, administrative agency, arbitration forum, or other legal tribunal or authority, by reason of any matter or thing, including without limitation any matter or thing relating to, arising out of or connected with his employment with the EOTSS, including but not limited to tort or contract claims, claims for violation of the Employee Retirement Income Security Act of 1974, or claims for any violations of anti-discrimination and equal employment opportunity laws, including without limitation the laws of the Commonwealth of Massachusetts, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, and the Age Discrimination in Employment Act (ADEA) all as amended, arising from the beginning of time through the date of the execution of this Agreement.



Mr. Desourdy and the EOTSS acknowledge that this Agreement does not limit either party's rights, where applicable, to file or participate in an investigative proceeding of any federal, state or local governmental agency. To the extent permitted by law, Mr. Desourdy agrees that if such an administrative claim is made, he shall not be entitled to recover any individual monetary relief or other individual remedies

5. **Executing and Understanding this Agreement.** In exchange for the EOTSS's providing you with the benefits described in Paragraphs 1 & 2, Mr. Desourdy acknowledges that he is waiving and releasing any rights under the Age Discrimination in Employment Act of 1967 (the "ADEA") and that this waiver and release is knowing and voluntary. He understands that this waiver and release does not apply to any rights or claims that may arise under the ADEA after the Effective Date of this Agreement. He acknowledges that the consideration given for this waiver and release is in addition to anything of value to which he is already entitled. He further acknowledges notice by this writing that:

- (a) He has a right to consult with an attorney prior to executing this Agreement; and
- (b) He has up to twenty-one (21) calendar days within which to consider this Agreement; and
- (c) He has seven (7) calendar days following his execution of this Agreement to revoke the Agreement; and
- (d) This Agreement shall not be effective until the seven (7) day revocation period has expired; and
- (e) In order to revoke this Agreement, he must deliver written notice of such revocation to James Canavan, Secretariat Human Resource Director, One Ashburton Place, Suite 804, Boston, MA 02108 on or before 11:59 p.m. Eastern Standard Time of the seventh calendar day following the date he signs the Agreement.

6. **Affirmation Regarding Workplace Injuries and Leaves of Absence.** Mr. Desourdy affirms that he has not suffered any on-the-job injury for which he has not already filed a claim and that he has received any leave (paid or unpaid) to which he was entitled during his employment with the EOTSS and has not denied or interfered with his ability to request or take such leave.

7. **Non-Publication:** This Settlement Agreement is not for publication and it is without precedent or prejudice to any other current or future matter between the parties. This Settlement Agreement cannot be introduced in any other forum except to enforce its terms.

8. **Entire Agreement.** Mr. Desourdy understands and agrees that this Agreement constitutes the full extent of the EOTSS's commitment to him regarding his employment. He further understands and agrees that this Agreement supersedes any prior agreements between him and the EOTSS. No changes to this Agreement will be valid unless reduced to writing and signed by him and the EOTSS. However, if any provision of this Agreement is held

unenforceable, then such provision will be modified to reflect the parties' intention and all remaining provisions of this Agreement shall remain in full force and effect.

9. **Choice of Law/Enforceability.** This Agreement shall be deemed to have been made in the Commonwealth of Massachusetts, shall take effect as an instrument under seal within Massachusetts, and shall be governed by and construed in accordance with the laws of Massachusetts, without giving effect to its conflict of law principles.

10. By entering into this Agreement, the EOTSS denies any violation of Mr. Desourdy' rights or the law. The EOTSS agrees to these terms to resolve any and all other claims or actions that could have been asserted against it, in the spirit of compromise and in avoidance of further protracted litigation.

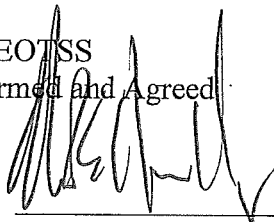
11. The Parties declare and acknowledge that they understand the terms, provisions, and conditions of this Agreement to be fair, adequate, and reasonable; and enter into this Agreement voluntarily and without coercion.

12. **General.** By executing this Agreement, Mr. Desourdy is acknowledging that he has been afforded sufficient time to understand its terms and effects, that his agreements and obligations under this Agreement are made voluntarily, knowingly and without duress, and that neither the EOTSS nor its agents or representatives have made any representations inconsistent with the provisions of this Agreement.

The signatures below reflect the understanding of, and agreement to, the terms and conditions set forth in this Agreement.

THE EOTSS  
Confirmed and Agreed

By:

  
Mark E. Nunnelly, Secretary

Dated: 9/29/2017

**Confirmed and Agreed:**

  
Charles Desourdy

Dated: 9/29/2017

COMMONWEALTH OF MASSACHUSETTS

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AGREEMENT  
BETWEEN  
EXECUTIVE OFFICE OF TECHNOLOGY SERVICES AND SECURITY  
AND  
BRIAN WOROBEY

---

Whereas, Mr. Brian Worobey, ("Mr. Worobey") is employed by the Executive Office of Technology Services and Security (EOTSS); and

Whereas Mr. Worobey [REDACTED] and

Whereas, Mr. Worobey and the EOTSS wish to mutually resolve Mr. Worobey's employment status.

Therefore, in full and final settlement of any and all matter relating thereto, Brian Worobey and the EOTSS hereby agree as follows:

1. **Last day of Employment.** Mr. Worobey last day of on payroll with EOTSS will April 6, 2018.

2. **Separation Benefits.** In exchange for his execution of this Agreement and the consideration below:

(a) Mr. Worobey's last day at EOTSS shall be February 2, 2018;

(b) The parties agree that as of February 2, 2018, Mr. Worobey will no longer represent himself as an agent of or act on behalf of the EOTSS;

(c) Mr. Worobey will remain on the payroll, though April 6, 2018 to assist with the transition. [REDACTED]

(d) [REDACTED]

(e) [REDACTED]

(f) Mr. Worobey acknowledges and agrees that the benefits being provided to him in this Agreement are in addition to that to which he is entitled in connection with his employment with the EOTSS, and that he is not otherwise due nor owed any other benefit, monetary or otherwise, pursuant to any other employment agreement, policy or practice of any kind; and

(g) He acknowledges and agrees that, except for the specific consideration contained in this Agreement, he is not entitled to and shall not receive any additional compensation, consideration or benefits from the EOTSS.

3. **Covenants by Brian Worobey.** Mr. Worobey acknowledges and agrees to the following:

(a) He affirms that she has not filed, caused to be filed, and that he is not presently a party to any claim, complaint, or action against the EOTSS, its Officers, Employees or Agents in any forum; and

(b) He understands that if he breaches this covenant it shall constitute a material breach of this Agreement, and shall relieve the EOTSS of any further obligations to him under this Agreement.

4. **Release of Claims.** In exchange for the EOTSS's providing Mr. Worobey with the Benefits described in Paragraph 2, Mr. Worobey hereby waives his right to assert any legal claims against the Commonwealth of Massachusetts, the EOTSS (hereinafter "Releasee"), and its respective agents, officers, directors, employees, affiliates, representatives and attorneys, past or present, (collectively, the "Released Parties"). This includes, but is not limited to, discrimination charges, and any other kind of claim or lawsuit, or anything else concerning his employment, or any other matter whatsoever with the exception of an unemployment compensation claim. Accordingly, Mr. Worobey hereby releases and forever discharges the Released Parties from any and all claims, charges, complaints, lawsuits, damages, contracts and causes of action in law or equity, of any nature whatsoever, or any other actions in any court, administrative agency, arbitration forum, or other legal tribunal or authority, by reason of any matter or thing, including without limitation any matter or thing relating to, arising out of or connected with his employment with the EOTSS, including but not limited to tort or contract claims, claims for violation of the Employee Retirement Income Security Act of 1974, or claims for any violations of anti-discrimination and equal employment opportunity laws, including without limitation the laws of the Commonwealth of Massachusetts, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, and the Age Discrimination in Employment Act (ADEA) all as amended, arising from the beginning of time through the date of the execution of this Agreement.

Mr. Worobey and the EOTSS acknowledge that this Agreement does not limit either party's rights, where applicable, to file or participate in an investigative proceeding of any federal, state or local governmental agency. To the extent permitted by law, Mr. Worobey agrees that if such an administrative claim is made, he shall not be entitled to recover any individual monetary relief or other individual remedies

5. **Executing and Understanding this Agreement.** In exchange for the EOTSS's providing you with the benefits described in Paragraphs 1 & 2, Mr. Worobey acknowledges that he is waiving and releasing any rights under the Age Discrimination in Employment Act of 1967 (the "ADEA") and that this waiver and release is knowing and voluntary. He understands that this waiver and release does not apply to any rights or claims that may arise under the ADEA after the Effective Date of this Agreement. He acknowledges that the consideration given for this waiver and release is in addition to anything of value to which he is already entitled. He further acknowledges notice by this writing that:

- (a) He has a right to consult with an attorney prior to executing this Agreement; and
- (b) He has up to twenty-one (21) calendar days within which to consider this Agreement; and
- (c) He has seven (7) calendar days following his execution of this Agreement to revoke the Agreement; and
- (d) This Agreement shall not be effective until the seven (7) day revocation period has expired; and
- (e) In order to revoke this Agreement, he must deliver written notice of such revocation to James Canavan, Secretariat Human Resource Director, One Ashburton Place, Suite 804, Boston, MA 02108 on or before 11:59 p.m. Eastern Standard Time of the seventh calendar day following the date he signs the Agreement.

6. **Affirmation Regarding Workplace Injuries and Leaves of Absence.** Mr. Worobey affirms that he has not suffered any on-the-job injury for which he has not already filed a claim and that he has received any leave (paid or unpaid) to which he was entitled during his employment with the EOTSS and has not denied or interfered with his ability to request or take such leave.

7. **Non-Disparagement:** Mr. Worobey agrees that he shall refrain from making disparaging remarks about the Executive Office of Technology Service and Security and its leadership team.

8. **Non-Publication:** This Settlement Agreement is not for publication and it is without precedent or prejudice to any other current or future matter between the parties. This Settlement Agreement cannot be introduced in any other forum except to enforce its terms.

9. **Entire Agreement.** Mr. Worobey understands and agrees that this Agreement constitutes the full extent of the EOTSS's commitment to him regarding his employment. He further understands and agrees that this Agreement supersedes any prior agreements between him and the EOTSS. No changes to this Agreement will be valid unless reduced to writing and signed by him and the EOTSS. However, if any provision of this Agreement is held

unenforceable, then such provision will be modified to reflect the parties' intention and all remaining provisions of this Agreement shall remain in full force and effect.

**10. Choice of Law/Enforceability.** This Agreement shall be deemed to have been made in the Commonwealth of Massachusetts, shall take effect as an instrument under seal within Massachusetts, and shall be governed by and construed in accordance with the laws of Massachusetts, without giving effect to its conflict of law principles.

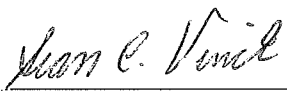
**11.** By entering into this Agreement, the EOTSS denies any violation of Mr. Worobey' rights or the law. The EOTSS agrees to these terms to resolve any and all other claims or actions that could have been asserted against it, in the spirit of compromise and in avoidance of further protracted litigation.

**12.** The Parties declare and acknowledge that they understand the terms, provisions, and conditions of this Agreement to be fair, adequate, and reasonable; and enter into this Agreement voluntarily and without coercion.

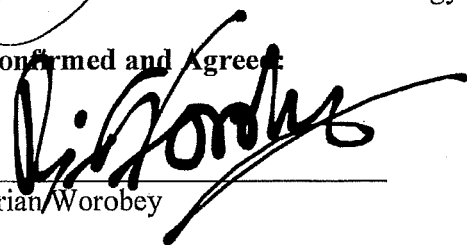
**13. General.** By executing this Agreement, Mr. Worobey is acknowledging that he has been afforded sufficient time to understand its terms and effects, that his agreements and obligations under this Agreement are made voluntarily, knowingly and without duress, and that neither the EOTSS nor its agents or representatives have made any representations inconsistent with the provisions of this Agreement.

The signatures below reflect the understanding of, and agreement to, the terms and conditions set forth in this Agreement.

Confirmed and Agreed

By:  Dated: 3/1/2018  
Sean Vinck, Assistant Secretary- General Counsel, Chief Procurement Officer  
Executive Office of Technology Services and Security

By:  Dated: 3/1, 2018  
James Canavan, Director Human Resources  
Executive Office of Technology Services and Security

Confirmed and Agreed  
 Dated: 3/1/, 2018  
Brian Worobey



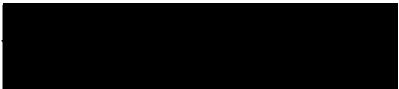
Executive Office for Administration and Finance  
COMMONWEALTH OF MASSACHUSETTS  
Office of Information Technology  
One Ashburton Place • Room 804 • Boston, Massachusetts 02108  
(617) 626-4400 • www.mass.gov/MassIT

CHARLES D. BAKER  
GOVERNOR

KARYN E. POLITO  
LIEUTENANT GOVERNOR

KRISTEN LEPORE  
SECRETARY

CHARLIE DESOURDY  
ACTING COMMONWEALTH CIO



The Commonwealth of Massachusetts through its MassIT Division have entered into an agreement with the National Association of Government Employees (NAGE) and Geoffrey Kula (MassIT employee) with the following terms and conditions;

Mr. Kula agrees to accept [redacted] a one-time payment of \$5,000 and terminate his employment with MassIT effective Friday, July 31, 2015.



Mr. Kula's pay advice for August 14, 2015 will reflect payment of regular wages for the week of July 27 through July 31 plus the \$5,000 layoff incentive plus payment for accrued vacation and compensatory time.



[Signature]  
Employee Signature

7/30/15  
Date

I am an authorized representative of the National Association of Government Employees, which is the certified bargaining representative of the above-named employee. The employee named above, who has agreed to a voluntary layoff, is aware of the rights and obligations associated with such layoff and freely waives any and all rights to appeal the layoff and rights to bumping to any forum.

[Signature]  
Union Representative Signature

7/30/15  
Date

Approval:

[Signature]  
Agency Head or Designee

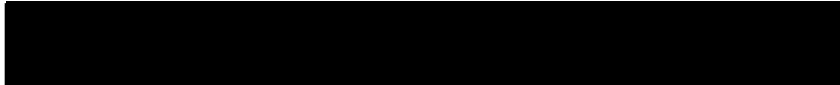
7/29/15  
Date

**AGREEMENT AND MUTUAL RELEASE**

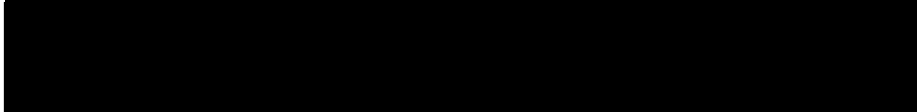
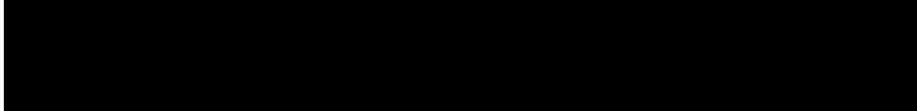
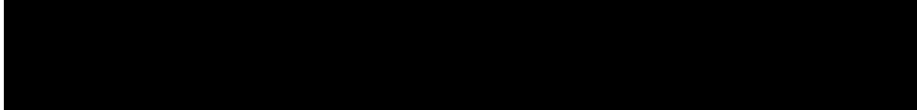
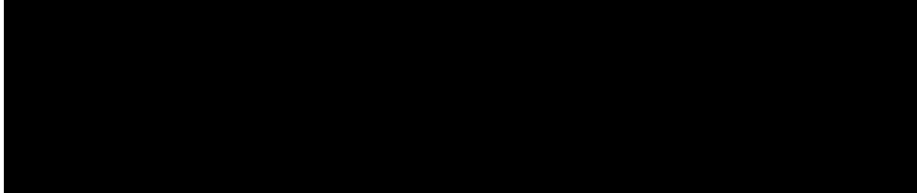
Linda Hamel and the Commonwealth of Massachusetts Office of Information Technology (hereinafter "MassIT") mutually want to enter into the following Severance Agreement and Mutual Release (the "Agreement") [REDACTED]

1. Recitals. This Agreement is intended to comply with the Older Workers Benefit Protection Act, 29 U.S.C. § 626 et seq. with regard to Ms. Hamel's waiver of rights under the Federal Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq. ("ADEA"). As such, Ms. Hamel understands that a) she is specifically waiving rights and claims under the ADEA; b) she is waiving rights or claims only in exchange for consideration in addition to anything of value to which she is already entitled; c) the waiver of rights and claims under the ADEA does not extend to any rights or claims arising after the date Ms. Hamel executes this Agreement; d) Ms. Hamel has 21 days within which to consider this Agreement; e) Ms. Hamel has been advised that even after she signs this agreement, she may revoke it within 7 days of the date of her signing by delivering a signed revocation notice to Elizabeth Sullivan, MassIT, 1 Ashburton Place, Boston, MA 02108; f) this Agreement shall not become effective or enforceable until 8 days after she signs it; [REDACTED]



 h) Ms. Hamel is advised to consult with an attorney before executing this Agreement; i) Ms. Hamel has had an adequate opportunity to discuss all aspects of this Agreement with, and seek advice from, her own attorney, and Ms. Hamel has availed herself of this right or has voluntarily and willingly decided to forego this right; j) Ms. Hamel has carefully read and fully understands all of the provisions of this Agreement; k) Ms. Hamel was not coerced into signing this Agreement; l) Ms. Hamel is knowingly and voluntarily entering into this Agreement; m) in executing this Agreement Ms. Hamel does not rely and has not relied upon any representation or statement not set forth herein made by MassIT or by any of its agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Agreement or otherwise and; n) Ms. Hamel intends to be bound by the Agreement's terms.

2. Benefits. In consideration of Ms. Hamel's signing the Agreement, MassIT agrees to the following:

- a. 
- b. 
- c. 
- d. 

e.

f.

g.

h.

i.

j.

3. Release by Employee. In consideration of MassIT signing the Agreement, Ms. Hamel hereby fully, forever, irrevocably and unconditionally releases, remises, and discharges MassIT and its officers from any and all manner of actions, causes of actions, suits, debts, sums of money, costs, losses, contracts, controversies, agreements, promises, doings, damages, claims, charges, complaints, executions, liabilities, obligations, expenses, and demands and any and all other claims of every kind, nature and description whatsoever (including attorney's fees and costs), whether

known or unknown to Ms. Hamel, either at law, in equity, or mixed, from the beginning of the world to the date of this Agreement, ever had, not has, or hereafter can, shall or may have for or by reason of, on account of or arising out of any matter, cause or thing whatsoever, including but not limited to those arising under the Massachusetts Civil Service Law, MGL c. 31; the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991, 42 U.S.C. § 2000e et seq., the Civil Rights Act of 1866, 42 U.S.C. § 1981 et seq., the Family and Medical Leave Act of 1993, 29 U.S.C. § 2601 et seq., the Equal Pay Act of 1963, 29 U.S.C. § 206 et seq., the Age Discrimination in Employment Act, as amended by the Older Workers Benefits Protection Act, 29 U.S.C. > § 621 et seq., the Fair Labor Standards Act, 29 U.S.C. § 201 et seq., the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq., the American with Disabilities Act of 1990, and its amendments: 42 U.S.C. 12101 et seq., Mass. Gen. L. ch. 151B and any other federal, state or local human rights, civil rights, wage-hour, pension, tort, employment or labor statute, law, order, rule, regulation or public policy. However, nothing in this paragraph or the Agreement shall operate as a release of, or prevent Ms. Hamel from seeking redress for: (i) a breach of the Agreement or (ii) a claim related to an employee pension, retirement or benefit plan.

4. Release by the Commonwealth. MassIT hereby fully, forever, irrevocably and unconditionally releases, remises, and discharges Ms. Hamel from any and all manner of actions, causes of actions, suits, debts, dues, sums of

money, costs, losses, contracts, controversies, agreements, promises, doings, damages, claims, charges, complaints, executions, liabilities, obligations, expenses, and demands and any and all other claims of every kind, nature and description whatsoever (including attorney's fees and costs), whether known or unknown, either in law, in equity or mixed, that the MassIT, from the beginning of the world to the date of this Agreement, ever had, now has or hereinafter can, shall or may have against Ms. Hamel for, or by reason of, on account of or arising out of any matter, cause or thing whatsoever.

5. Mutual Nondisparagement. Except as required by law, Ms. Hamel agrees that she shall not disparage, defame or slander MassIT or its officers. In return, except as required by law, no MassIT employee or agent on behalf of Mass IT will disparage, defame or slander Ms. Hamel. Further, MassIT and its agents agree not to interfere with any future attempt by Ms. Hamel to obtain employment with the Commonwealth of Massachusetts or any other employer.
6. Limited Waiver of Attorney Client Privilege. Notwithstanding any other provision of this Agreement to the Contrary or any contrary provisions of the Massachusetts Rules of Professional Conduct, and solely for the purpose of advancing the interests of the Commonwealth, MassIT hereby knowingly grants a limited waive of attorney client confidentiality and privilege with respect to all matters related to the OptumInsight, Inc. contract with MassIT for the creation, hosting and maintenance of the

Commonwealth's Health Insurance Exchange [REDACTED]

[REDACTED]  
[REDACTED], except with respect to the  
opinions of MassIT personnel regarding such contract and the actions of  
other state agencies with regard thereto. [REDACTED]

7.

8.

9. Integrated Agreement. The Agreement constitutes and contains the entire understanding and agreement between Ms. Hamel and MassIT. No other promises or agreements shall be binding or shall modify the Agreement unless executed in accordance with paragraph 7 of the Agreement.
10. Modification. This Agreement may not be assigned, released, discharged, abandoned, supplemented, amended, changed, or modified in any manner,

orally or otherwise, except by an instrument in writing of concurrent or subsequent date signed by each of the parties hereto.

11. Non-Publication: The Agreement is not for publication, nor shall it serve as precedent, or evidence in, any matter. Notwithstanding the foregoing, the parties acknowledge that the Commonwealth's courts have determined that certain portions of settlement agreements are subject to disclosure under the Commonwealth's Public Records Law, MGL ch. 66 s. 10. No lawful production of this document in response to a public records request or other legal process (such as a subpoena, request for production, or civil investigative demand) shall constitute breach of this section.
12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts wherein it has been executed by the parties hereto.
13. Binding Effect. The Agreement shall be binding upon and shall insure to the benefit of the parties hereto and all of their respective heirs and successors.
14. Counterparts. The Agreement may be executed in two or more duplicate counterparts, each which shall be treated as an original, but all of which together shall constitute one and the same instrument.
15. Waiver. No wavier of any provision of this Agreement, or the breach thereof, shall be deemed a waiver of any other provision of breach.

16. No Admission of Liability. The signatories to the Agreement, in so signing, do not agree to any liability or fault and said signatures shall not constitute any admission of liability or fault.

By: *Sean C. Vinick*

\_\_\_\_\_  
MassIT  
Its duly authorized representative

Date: *4/6/2017*

*Linda M. Hamel*  
\_\_\_\_\_  
Linda M. Hamel

Date: *4/6/17*

**AGREEMENT AND RELEASE  
BETWEEN THE  
THE COMMONWEALTH OF MASSACHUSETTS OFFICE OF INFORMATION  
TECHNOLOGY  
AND  
ALBERT MOWATT**

---

This Agreement and Release (“Agreement”) is entered into by and between the Commonwealth of Massachusetts Office of Information Technology (“MassIT”) and Albert Mowatt (“Mr. Mowatt”), the above named collectively referred to as “the Parties.”

WHEREAS, [REDACTED]

1. WHEREAS, [REDACTED]

2. [REDACTED]


3. [REDACTED]

4. Mr. Mowatt will be paid his current salary of \$105,366.20, with a bi-weekly salary of \$4,052.38, until Monday, October 31, 2016, the effective date of his resignation.

5. A copy of this Agreement will be placed in Mr. Mowatt’s personnel file.

6. This Agreement shall be with prejudice and without precedent to any other matter before the Parties. This full, final and comprehensive Agreement resolves any and all matters [REDACTED]





7. This Agreement shall not be admitted in any forum or serve as precedent for resolving any complaints, grievances, and/or actions with exception of a claim that may arise by reason of breach of any term in this Agreement.

8. This Agreement contains all terms and conditions agreed upon. This document cannot be modified except by a written instrument executed by all Parties. It is specifically understood that there are no unwritten or oral supplements to this Agreement.

9. This Agreement is not for publication and the parties agree that they will not release the Agreement itself or disclose publicly or to a third party any of the terms and conditions contained herein and absent a legal or compulsory requirement to do so.

10. Except for those obligations created by or arising out of this Agreement, Mr. Mowatt covenants not to pursue any claims, and fully releases and discharges MassIT, as well as its representatives, with respect to any and all claims, suits, causes of action, and liabilities of whatever kind, whether known or unknown, that may arise in connection with Mr. Mowatt's resignation, effective October 31, 2016, as well as the underlying facts resulting in his resignation, including, without limitation, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Family and Medical Leave Act of 1993, the Fair Labor Standards Act, the Older Worker's Benefit Protection Act of 1990, Massachusetts General Laws, Chapters 149, 151, 151B, 152 and/or Massachusetts General Laws, Chapter 31.

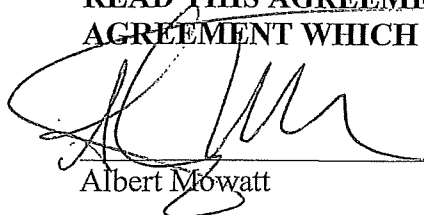
11. Mr. Mowatt acknowledges, warrants and represents that:

- (a) He was advised in writing to consult with an attorney and that he was given an opportunity to consult with an attorney prior to executing this Agreement;
- (b) He has carefully read this Agreement and understands its contents;
- (c) He understands that, through this Agreement, he is waiving, among other things, his right to bring any claim for age discrimination against MassIT and its representatives under the provisions of the Age Discrimination in Employment Act of 1967, as amended (ADEA), 29 U.S.C. 621, et seq., and under the provisions of Massachusetts General laws Chapter 151B;
- (d) He has been offered a period of at least twenty-one (21) days within which to fully consider this Agreement; and if it is found that he has executed this Agreement in less than 21 days allowed to him, it is his voluntary choice to waive the balance of the 21-day period; and
- (e) he understands that, for a period of seven (7) days following the execution of this Agreement, he may revoke this Agreement and this Agreement shall not become effective or enforceable until after the revocation period has expired. Any such revocation shall be in writing and shall be delivered to: Ellen Wright, Director of Human

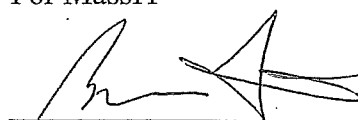
Resources, MassIT, One Ashburton Place, Rm. 804, Boston, MA 02108. Revocation of this ADEA release shall render this Agreement null and void.

- (f) He acknowledges that he understands and accepts that the Commonwealth reserves the right to unilaterally and immediately terminate his employment should he reject this agreement in writing.

**READ THIS AGREEMENT CAREFULLY. IT IS A LEGALLY BINDING AGREEMENT WHICH INCLUDES A WAIVER AND RELEASE OF LEGAL RIGHTS.**

  
Albert Mowatt                      Dated 8/11/2016

For MassIT

  
Breean Fortier                      Dated 8/12/16  
Deputy Chief Information Officer

**AGREEMENT AND RELEASE  
BETWEEN  
THE COMMONWEALTH OF MASSACHUSETTS OFFICE OF INFORMATION  
TECHNOLOGY  
AND  
THE NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES, UNIT 6  
AND  
ADAM HAGGETT**

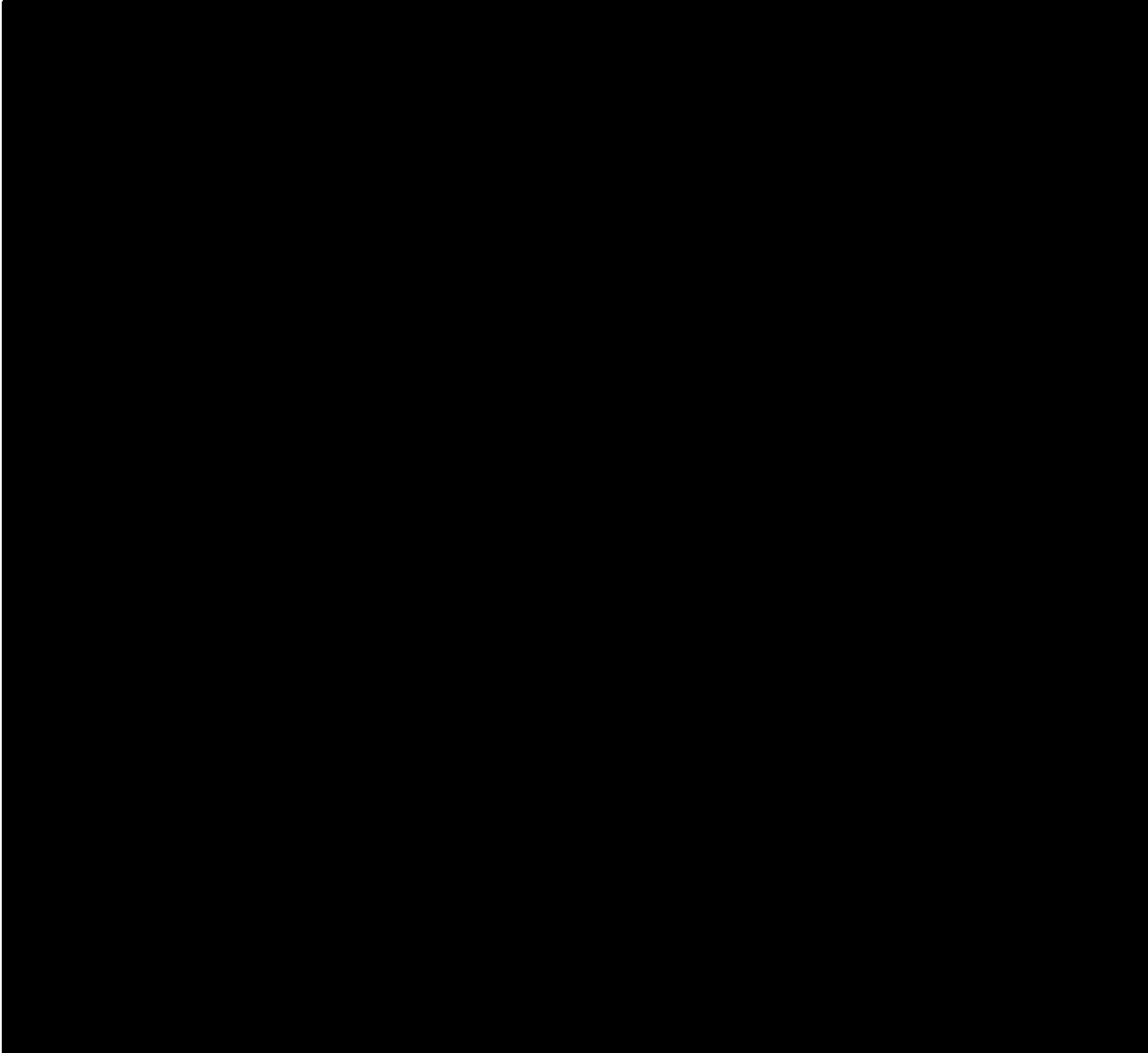
This Agreement and Release ("Agreement") is entered into by and between the Commonwealth of Massachusetts Office of Information Technology ("MassIT"); the National Association of Government Employees, Local 207, Unit 6 ("NAGE" or "the Union"), and Adam Haggett (Mr. Haggett), the above named collectively referred to as "the Parties."

WHEREAS, Mass IT recognizes that NAGE is the exclusive collective bargaining representative of employees in the Commonwealth in job titles in Unit 6 and that Mr. Haggett holds the title of Systems Programmer/Supervisor (TPL B) within NAGE, Unit 6.;



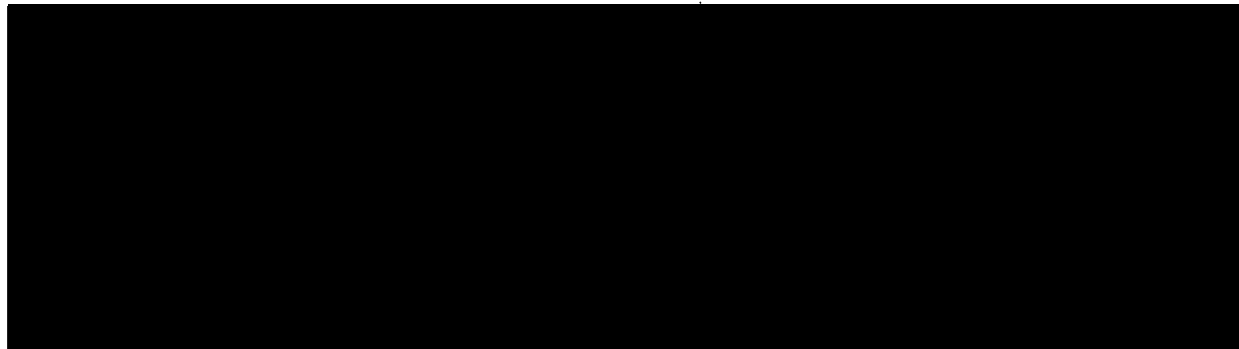
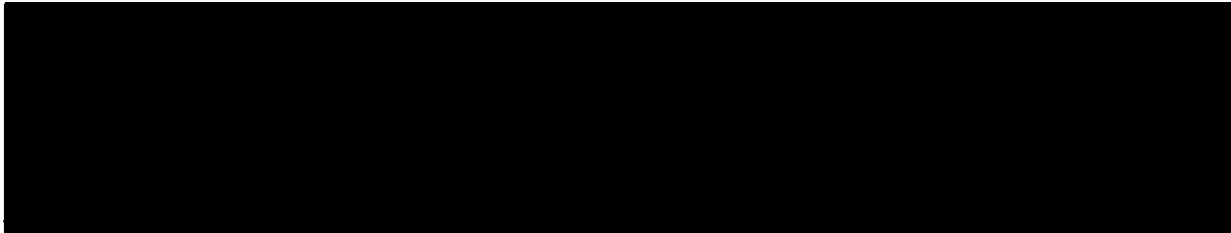


WHEREAS, the Parties have chosen to resolve all potential claims that could have been or could be asserted by Mr. Haggett and/or NAGE in any forum, administrative, judicial, or otherwise, with regard to the underlying facts and circumstances regarding recoupment of overpayment of wages, the Parties desire an amicable resolution of this matter and have agreed to the following terms and conditions:



6. A copy of this Agreement will be placed in Mr. Haggett's personnel file.
7. This Agreement shall be with prejudice and without precedent to any other matter before the Parties.

8. This Agreement shall not be admitted in any forum or serve as precedent for resolving any complaints, grievances, and/or actions with exception of a claim that may arise by reason of breach of any term in this Agreement.



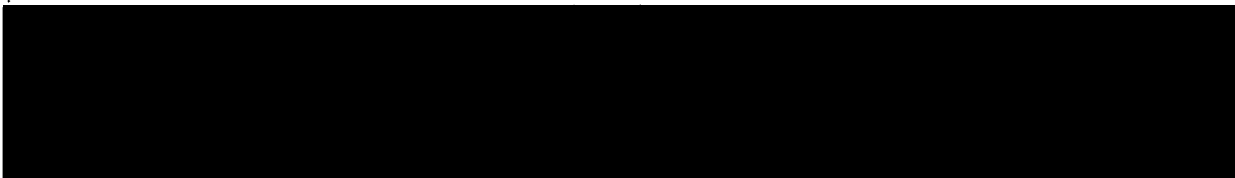
11. All rights and obligations hereunder shall be governed by the laws of the Commonwealth of Massachusetts and this Agreement shall be deemed to be under seal.

12. The Parties acknowledge that this Agreement constitutes the sole agreement in this matter, that it supersedes any prior oral or written agreements, and that any modifications may only be effected by a writing signed by all Parties to this Agreement.

13. If any part of this Agreement is found to be unenforceable, then the remaining provisions shall remain valid and enforceable.

14. Mr. Haggett acknowledges that he has read and understands this Agreement, that he has had the opportunity to consult with legal counsel should he desire, and that he affixes his signature hereto voluntarily and without coercion.

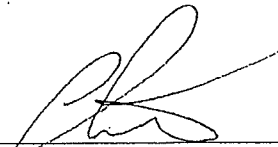
15. This Agreement is not for publication and the Parties agree that they will not release the Agreement itself or disclose publicly or to a third party any of the terms or conditions contained herein absent a legal or compulsory requirement to do so. The parties expressly acknowledge that the contents of this agreement are subject to the provisions of the Public Records Law.




[REDACTED] including, without limitation, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Family and Medical Leave Act of 1993, the Fair Labor Standards Act, the Older Worker's Benefit Protection Act of 1990, Massachusetts General Laws, Chapters 149, 151, 151B, 152 and/or Massachusetts General Laws, Chapter 31. [REDACTED]

**READ THIS AGREEMENT CAREFULLY. IT IS A LEGALLY BINDING AGREEMENT WHICH INCLUDES A WAIVER AND RELEASE OF LEGAL RIGHTS.**

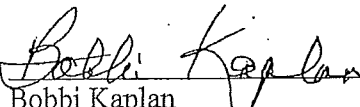
Employee:

  
Adam Haggett      10/25/16  
Dated

For MassIT  
By:

  
Breean Fortier      10/25/16  
Deputy Chief Information Officer      Dated

For NAGE  
By:

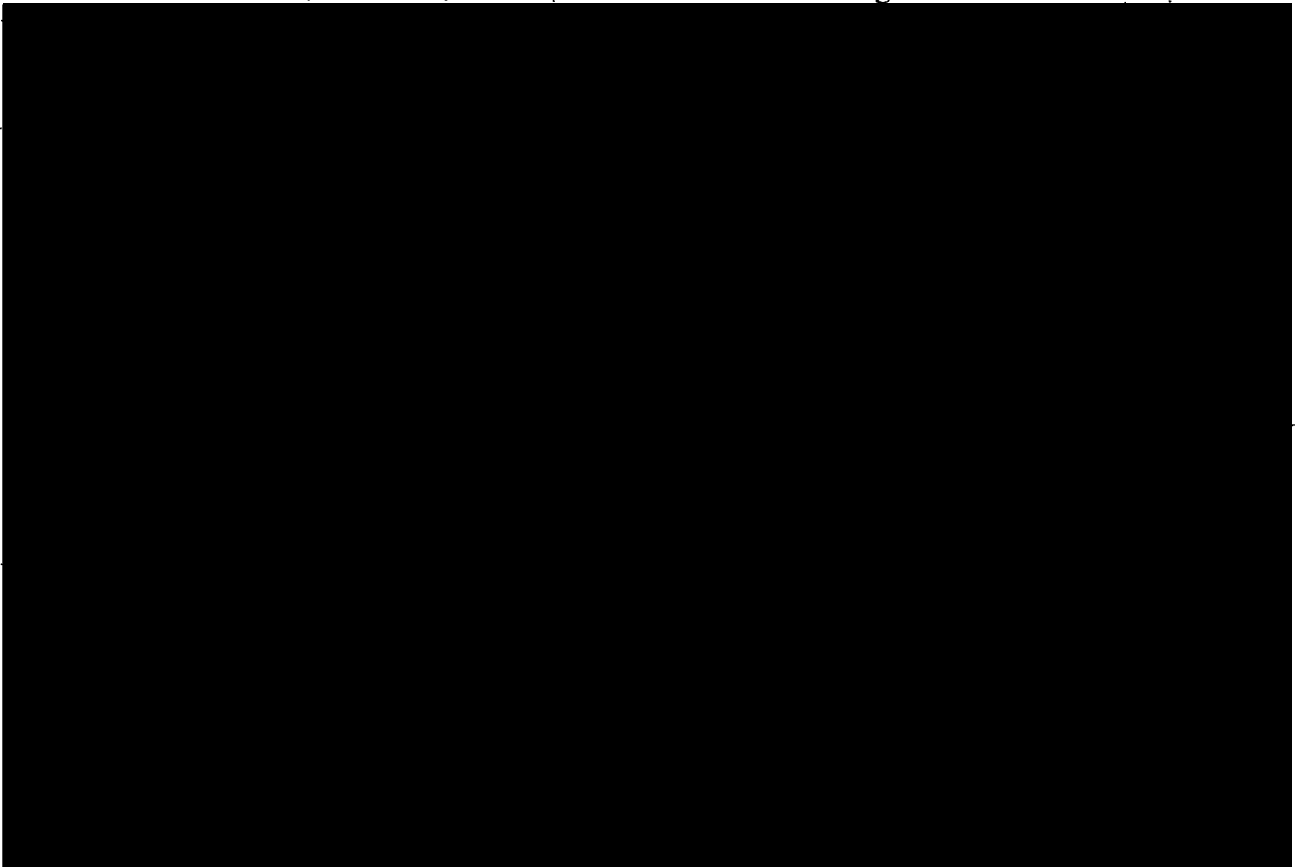
  
Bobbi Kaplan      10/25/16  
Executive Vice President, Local 207      Dated

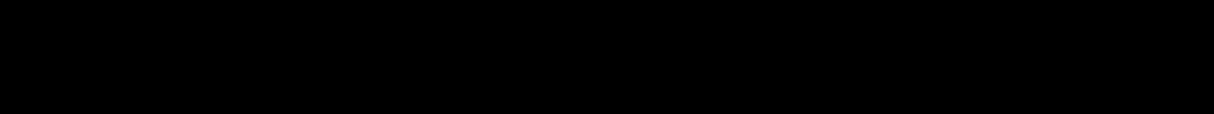
**SETTLEMENT AGREEMENT**

WHEREAS, the parties desire to settle in an amicable manner all claims which have arisen or may arise regarding Ms. LaRoyce Jacks' employment at the Commonwealth, the Commonwealth of Massachusetts (hereinafter referred to as "the Commonwealth"), through its Massachusetts Office of Information Technology (hereinafter referred to as "MassIT") and Ms. Jacks (MassIT and Ms. Jacks, collectively, the "Parties"), have successfully entered into negotiations which have resulted in a compromise settlement agreement (the "Agreement") upon the following terms and conditions;

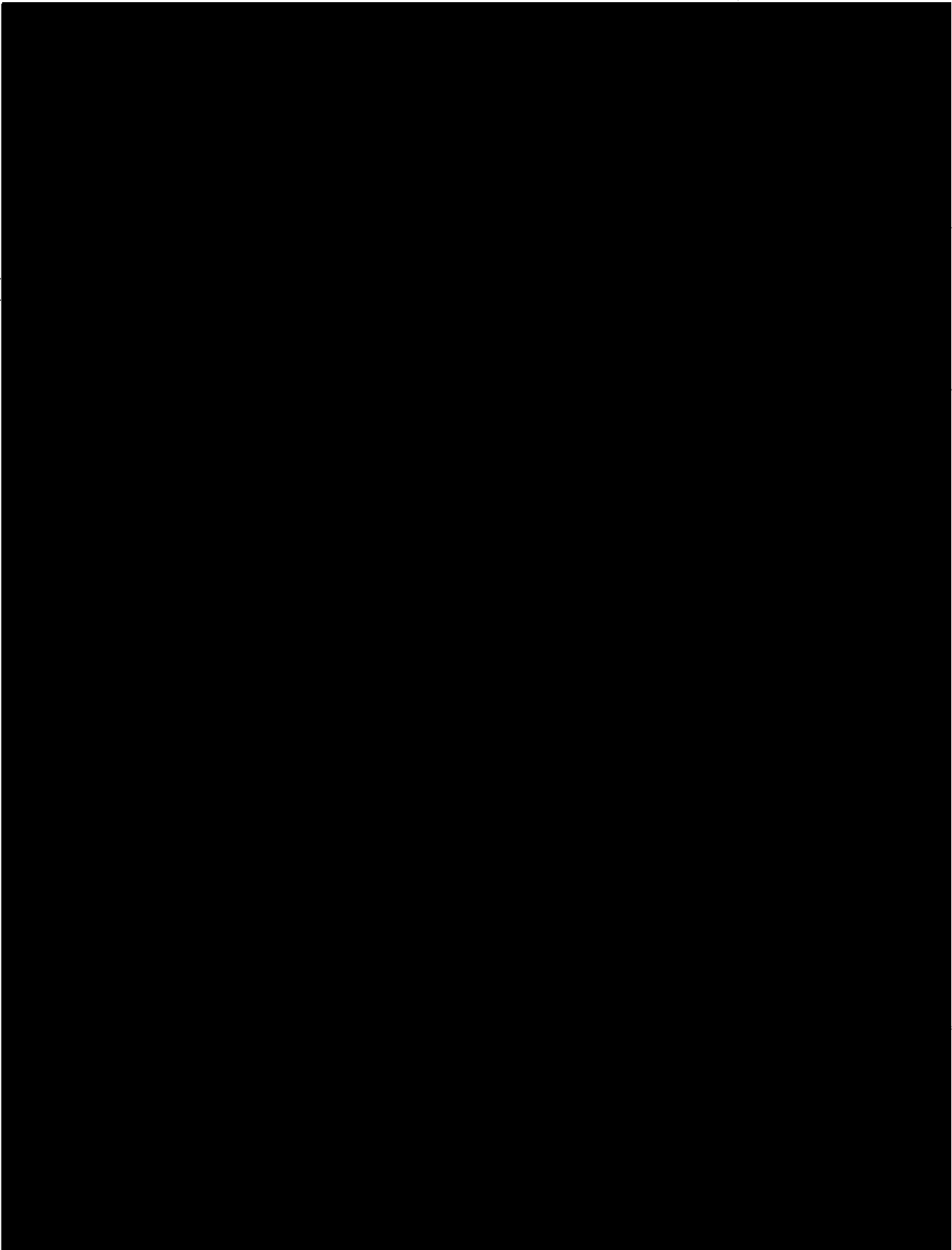
NOW, THEREFORE, MassIT and Ms. Jacks in consideration of their mutual promises and covenants contained herein, agree as follows:

1. Upon full execution of this Agreement, and upon receipt of Ms. Jacks' signature on this Agreement and the release and waiver referenced in paragraph sixteen (16) below and attached hereto as Exhibit A, Ms. Jacks will receive the following consideration:



- 
2. This Agreement shall remain confidential and not for publication (except for portions hereof subject to the Commonwealth's Public Records Law, MGL ch. 66, sec. 10), nor shall it serve as precedent for any other case pending or to be brought; however the Agreement itself is enforceable in any appropriate forum.
  3. The parties mutually acknowledge that by agreeing to the terms herein, no party hereto admits to or concedes any facts or arguments that may have been raised in this or any other matter between the parties.
  4. The parties agree that this Agreement constitutes a full and final settlement of any and all claims that Ms. Jacks has arising from her employment at MassIT to date.
  5. Unless otherwise expressly provided in this Settlement Agreement, Ms. Jacks and her predecessors, successors and representatives, heirs, executors and administrators, unconditionally, fully, and finally release and forever discharge any and all claims of any nature whatsoever that she may have against the Commonwealth and MassIT or any other agency, subdivision or department in the Executive Department relating to her employment at MassIT, whether such claims arise under federal, state or other law, or any principle of common law or equity, whether or not Ms. Jacks knew or suspect such claim to exist in her favor as of the Effective Date, and without regard to the subsequent discovery or existence of other, different or additional facts, which, if known by her might have affected their decision to execute the Settlement Agreement.
  6. The foregoing release expressly (a) includes, without limitation, all claims made by Ms. Jacks to date pertaining to racial discrimination or violation of the Federal Family and Medical Leave Act and the regulations promulgated thereunder, and any state law, regulation, or Commonwealth of Massachusetts policy related to family leave and (b) excludes any claim for breach of this Settlement Agreement.
  7. The effective date ("Effective Date") of this Agreement shall be the date on which it is fully executed by the Parties.
  8. This Agreement is an entire, complete and integrated statement of each and every term and condition agreed to by and among the Parties.
  9. This Agreement shall not be modified in any respect except by a writing executed by duly authorized representatives of all the Parties hereto. In entering into this, no Party has made or relied on any warranty or representation not specifically set forth herein.
  10. There shall be no waiver of any term or condition absent an express writing to that effect by the Party to be charged with that waiver. No waiver of any term or condition in this Agreement by any Party shall be construed as a waiver of a subsequent breach or failure of the same term or condition, or waiver of any other term or condition of this Agreement.
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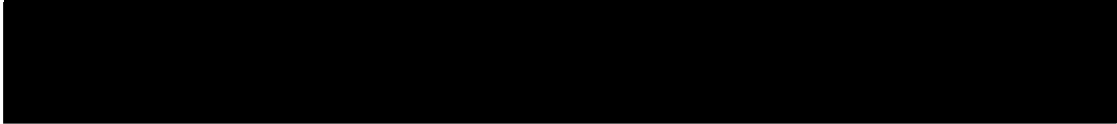




*Handwritten mark or signature*

- 11. This Agreement is made in the Commonwealth of Massachusetts, and all terms of it shall be governed and interpreted according to the substantive laws of the Commonwealth of Massachusetts without regard to its choice of law or conflict of laws principles.
- 12. The signatures to this Agreement may be evidenced by facsimile, pdf, or other electronic copy reflecting the signatures hereto, and any such copy shall be sufficient to evidence the signature just as if it were an original signature.

13.



Each of the undersigned representatives of each of the Parties represents that he/she is fully authorized to enter into, and to execute, this Agreement on behalf of that Party. Each of the Parties agrees that, in return for the agreements herein, it is receiving good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged.

Ms. LaRoyce Jacks

*[Handwritten signature]*  
\_\_\_\_\_  
*LaRoyce Jacks*

Date: *March 3, 2015*

MassIT

By: *[Handwritten signature]*  
\_\_\_\_\_

William G. Oates

Commonwealth Chief Information Officer

Date: *4-2-15*

*[Handwritten initials]*