



State of New Hampshire

DEPARTMENT OF SAFETY
 JAMES H. HAYES BLDG. 33 HAZEN DR.
 CONCORD, N.H. 03305
 (603) 271-2791

RICHARD C. BAILEY, JR.
 ASSISTANT COMMISSIONER

EDDIE EDWARDS
 ASSISTANT COMMISSIONER

ROBERT L. QUINN
 COMMISSIONER

September 30, 2022

His Excellency, Governor Christopher T. Sununu
 and the Honorable Executive Council
 State House
 Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Safety, Division of Fire Standards and Training and Emergency Medical Services, to enter into a five year agreement with Moodle US LLC, 8101 College Blvd Ste 100, Overland Park, KS 66210 (VC#378728, P001), not to exceed the amount of \$131,757.00 to host and support the Division's Learning Management System. The contract will become effective upon Governor and Council approval through June 30, 2027, with the option to renew the contract for two (2) one (1) year terms at the sole decision of the State. 100% Revolving Funds.

Funds are available in SFY 2023 and anticipated to be available in SFY 2024, 2025, 2026, and 2027 contingent upon the availability and continued appropriation of funds in the future operating budgets, with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-2370.10-40650000 - Dept. of Safety- FSTEMS - FSTEMS Admin

| | <u>SFY2023</u> | <u>SFY2024</u> | <u>SFY2025</u> | <u>SFY2026</u> | <u>SFY2027</u> |
|--------------------------------|----------------|----------------|----------------|----------------|----------------|
| 038-500176 Technology-Software | \$29,265.00 | \$24,765.00 | \$24,765.00 | \$25,890.00 | \$27,072.00 |
| Activity Code: 2370 | | | | | |

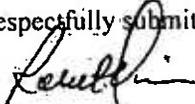
TOTAL \$131,757.00

EXPLANATION

The Division of Fire Standards and Training and Emergency Medical Services requests authorization to enter into a contract with Moodle US to provide hosting and support of the Division Moodle Learning Management System. This system is utilized to deliver training material to first responders throughout the State. This contract includes maintenance of the site, updates, upgrades, plugin updates, vetting for security breaches, back end server support, and 24 hour a day help desk. It is anticipated that the site will host about 500 active users at any given point and 3,000 monthly users.

In February 2021, the Division issued an RFP for this service and received no bids for the request. Working with DoIT, the Division researched to certified partners that can provide Moodle Workplace and found three companies that advertised they could provide the services. The Division contacted each of the three vendors and could not get a response from one, another vendor stated they would be de-certified in the upcoming months due to not being able to maintain the requirements. MoodleUS was the only vendor capable of providing these services.

Respectfully submitted,


 Robert L. Quinn
 Commissioner of Safety



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doi

Denis Goulet
Commissioner

June 29, 2022

Robert L. Quinn, Commissioner
Department of Safety
33 Hazen Drive
Concord, NH 03305

Dear Commissioner Quinn:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with MoodleUS, of Omaha, NE, as described below and referenced as DoIT No. 2022-123.

The purpose of this contract with MoodleUS is to provide the hosting and support of the Division Moodle Learning Management System which is utilized for to deliver training material to first responders throughout the State.

The amount of the contract is not to exceed \$131,757.00 and shall become effective upon the date of Governor and Executive Council approval through June 30, 2027.

A copy of this letter will accompany the DoIT's submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", written over a horizontal line.

Denis Goulet

DG/RA
DoIT #2022-123
cc: Ronald Reed, IT Manager, DoIT

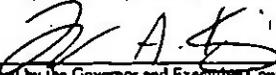
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|---|--|--|--|
| 1.1 State Agency Name Department of Safety, Division of Fire Standards & Training and Emergency Medical Services | | 1.2 State Agency Address 33 Hazen Drive, Concord, NH 03305 | |
| 1.3 Contractor Name Moodle US LLC | | 1.4 Contractor Address 8101 College Blvd Ste 100, Overland Park, KS 66210 | |
| 1.5 Contractor Phone Number 978-580-4136 | 1.6 Account Number 02-23-23-237010-4065-038 | 1.7 Completion Date June 30, 2027 | 1.8 Price Limitation Not to Exceed \$131,757.00 |
| 1.9 Contracting Officer for State Agency Justin Cutting, Director | | 1.10 State Agency Telephone Number 603-223-4200 | |
| 1.11 Contractor Signature  Date: 08/30/2022 | | 1.12 Name and Title of Contractor Signatory Donald P Hazelwood Head of Sales and Marketing | |
| 1.13 State Agency Signature  Date: 9/30/22 | | 1.14 Name and Title of State Agency Signatory Steven Lavoie, Director | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  A.G. On: 10/5/22 | | | |
| 1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____ | | | |

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 (State), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

EXHIBIT A – SPECIAL PROVISIONS

25. Intellectual Property

- (a) The State acknowledges and agrees that:
- (i) The State has no rights, title, license or interest in any Intellectual Property of Moodle including Moodle Workplace™;
 - (ii) Nothing in this Agreement constitutes a transfer of any Intellectual Property Rights including any rights the State has to the State's data;
 - (iii) The State must not directly or indirectly do anything that would or might invalidate or put in dispute Moodle's title to its Intellectual Property including the Hosting Interface.
 - (iv) The State will not allege that any GNU General Public License rights of any kind exist in relation to the Moodle Workplace Software or its source code.
- (b) The State grants to Moodle a non-exclusive royalty-free license to use and reproduce any Intellectual Property Rights associated with the content of the State's Site, or any data hosted by us on the State's behalf, solely for the purpose of Moodle providing the Services.
- (c) Moodle owns all Intellectual Property Rights arising from its performance of the Services, and grants the State a non-exclusive royalty-free license to use and reproduce those Intellectual Property Rights solely for the purpose of enjoying the Services.
- (d) Except to the extent that such customization or modification forms part of the Services defined in a Statement of Work Contract, Moodle is not obliged to make any changes to the Moodle Workplace Software at the State's request or suggestion. However, where the State provides any feedback, comments, suggestions or requests in relation to the Moodle Workplace Software, the State agrees that Moodle and Moodle Pty Ltd will have no restrictions on any uses they may make in respect of it. Without limiting the foregoing, where Moodle or Moodle Pty Ltd modifies the Moodle Workplace Software at the State's suggestion, they may offer such modifications to their other partners and customers without limitation.

26. Force Majeure

- (a) A Party will not be responsible for a failure to comply with its obligations under this Agreement to the extent that failure is caused by a Force Majeure Event, provided that the Party keeps the other Party closely informed in such circumstances and uses reasonable endeavors to rectify the situation.
- (b) Without limiting any other right to terminate under this Agreement, if a Force Majeure Event affects a Party's performance under this Agreement for more than 30 consecutive days, the other Party may immediately terminate this Agreement by written notice.

EXHIBIT B

1. Employment of Contractor: services to be performed

Moodle US LLC shall provide server space, Moodle and WordPress instances, support, and security to the Division of Fire Standards & Training and Emergency Medical Services.

1.1 Moodle US agrees to provide the following services to the State for the specified prices upon receipt of a signed copy of this agreement.

| |
|--|
| <p>Moodle Workplace Amazon Open-Source Software – Version 3.x Moodle Enterprise Hosting, Support, & Subscription for up to 3,000 active users</p> <p>Includes:</p> <ul style="list-style-type: none">● Moodle US AWS SaaS platform● Moodle open source Learning Management System (LMS)● 99.9% uptime service● 24 x 7 x 365 monitoring● Access to a Moodle US-managed staging site● Administrative support via Moodle US help desk● White label subdomain (example.MoodleUS.com) or vanity subdomain (lms.example.com) with SSL/TLS certificate● Automated minor release upgrades● Scheduled major release upgrades● Automated daily full-site backups with 30 days of retention● Access to 3rd-party plugins and themes |
| <p>One-time setup and onboarding / professional services 20 hours:</p> <p>Includes:</p> <ul style="list-style-type: none">● Infrastructure deployment & configuration● Install & configure all required plugins● Testing/QA● Standard theming for Moodle supported themes● Project Management /onboarding● Migration from Moodle to Moodle Workplace● Moodle Workplace training and competency based education● Integration to image trend (respond NH system) |
| <p>Year 1 - Moodle Workplace Amazon Open-Source Software – Version 3.x Moodle Enterprise Hosting, Support, & Subscription for up to 3,000 active users</p> |
| <p>Year 2 - Moodle Workplace Amazon Open-Source Software – Version 3.x Moodle Enterprise Hosting, Support, & Subscription for up to 3,000 active users</p> |
| <p>Year 3 - Moodle Workplace Amazon Open-Source Software – Version 3.x Moodle Enterprise Hosting, Support, & Subscription for up to 3,000 active users</p> |
| <p>Year 4 - Moodle Workplace Amazon Open-Source Software – Version 3.x Moodle Enterprise Hosting, Support, & Subscription for up to 3,000 active users</p> |
| <p>Year 5 - Moodle Workplace Amazon Open-Source Software – Version 3.x Moodle Enterprise Hosting, Support, & Subscription for up to 3,000 active users</p> |

1.2 Active user definition: A user which has logged into Moodle Workplace during a monthly billing cycle.

1.3 Moodle US does not count registered, or inactive users.

1.4 Subscription covers all released versions of Moodle Workplace during the subscription period. All supported Moodle Workplace plug-ins and upgrades are free and are part of the subscription.

1.5 One-time Implementation Services:

Moodle US LLC
6 of 14

Contractor Initials dpk
Date 08/30/2022

- a. Upon approval of this agreement, Moodle US shall deploy State's Moodle instance on the Moodle US's Amazon cloud hosting infrastructure and configure the instance as described in the one-time implementation description of section 1.1 above.
- b. State shall be assigned a dedicated project manager throughout the lifetime of the contract. The Moodle US Project Manager shall reach out to the State's team immediately upon approval of this agreement. The Moodle US implementation manager shall guide State through the set-up, configuration, integration, migration, and deployment of your Moodle instance.

1.6 The services referenced in the one-time implementation services section above are based on standard configuration. If additional requirements are gathered that surpass the boundaries of standard services as described in this proposal Moodle US shall:

- a. Prepare a modified scope of work to reflect these changes.
- b. Gain approval by the State through the formal amendment process.
- c. Revise the project schedule based on these additional tasks.
- d. Provide the levels of effort and time necessary to complete additional work.

2. Support

2.1 Support included with Subscription:

- a. Support is all US Based and comprised of a team of Moodle experts with over 40 years of collective LMS experience.
- b. Support ticket – 24/7/365 with a 2 hour max response time.
- c. Critical – 2 hours or less 24x7.
- d. Live Chat /Phone support for authorized LMS admin - M-F 8:00am – 10:00pm EDT.
 - Contract resolution greater than 85%
 - Phone 85% answered within the first minute
 - Online chat 85% answered within the first 3 minutes
 - Online Form – 80% of tickets or emails respond to within 30 minutes or less

| Priority | Description | Response Time |
|----------------------|---|---|
| Critical – Site Down | Mission Critical, application unavailable, non-responsive or unusable. | 2 hours or less 24 hours a day, 7 days a week |
| Major | Components or features unavailable, no work-around possible. Downgraded user experience. | 2 hours during normal business hours |
| Moderate and Minor | Components or features unavailable but work-around possible. Non-critical questions, inquiries, and on-going issues | 24 hour response during normal business hours |

3. Implementation Services Infrastructure Deployment and Configuration

Moodle US standard Implementation shall not exceed 20 hours. If additional hours are needed they may be purchased at \$225/hour in blocks of 5 hours.

3.1 Kickoff Call:

Moodle US LLC
7 of 14

Contractor Initials dph
Date 08/30/2022

The Kickoff Call is an information-gathering session that marks the official beginning of the State's implementation project. This meeting is led by the implementation project manager (PM) and provides an opportunity for the PM to confirm and expand on details relating to the State's project gathered during the sales process. The PM shall also describe the general implementation process, discuss scheduling, and familiarize the State with Teamwork, Moodle US's project management system.

- 3.1.1 Purpose: The purpose of the Kickoff Call is to map out the project's schedule and workflow and to identify any areas in which the State needs go beyond the scope of their contract.
- 3.1.2 Deliverables:
- PM shall determine contract revisions if the State's needs are beyond the scope of their contract.
 - PM shall schedule a standing weekly check-in meeting for the duration of the project.
 - PM shall schedule the first training session.
- 3.1.3 State Responsibilities: The State shall provide availability information. The State shall provide complete list of the State's team members, their roles, and contact information.
- 3.1.4 Time Frame: The Kickoff Call is a one hour meeting that happens at the beginning of the implementation project.
- 3.1.5 Exclusions: This meeting is not a time for answering technical questions, theme configuration, or troubleshooting.

3.2 Weekly Check-in Meetings:

Weekly check-ins are consultative meetings, addressing whatever is needed to keep the implementation moving toward completion. The meetings shall also provide a time to check in on Moodle US deliverables and communicate that progress to the State.

- 3.2.1 Purpose: Weekly check-in meetings are when both the PM and the State may provide updates on outstanding action items, create and assign new action items, and discuss the State's questions.
- 3.2.2 Deliverables:
- PM shall provide consultation for functional, theoretical, and design questions relating to the State's site.
 - PM shall answer technical questions or forward those questions to the appropriate Moodle US team member and respond to the State in a timely manner.
 - PM shall interface with relevant Moodle US team members on behalf of the State and invite other team members to weekly meetings if necessary.
 - PM shall create a list of action items from each meeting.
 - PM shall provide updates or solutions for outstanding action items at each meeting.
- 3.2.3 State Responsibilities:
- Relevant State team members shall attend meetings or shall provide at least 24 hours' notice if they cannot attend.
 - State team members shall provide updates on action items assigned to them.
 - State team members shall be prepared to ask questions or voice concerns with their site and project.
- 3.2.4 Time Frame:
- Each weekly check-in meeting is 60 minutes.
 - Weekly check-in meetings occur once per week until the end of the implementation project's duration as defined in the State's contract.
- 3.2.5 Exclusions:
- The State shall receive no more than 10 weekly check-in meetings, one for each week of the implementation project's duration. If the State misses a meeting and

does not reschedule the meeting for another time in the same business week, they lose the meeting.

- Weekly check-in meetings are not an opportunity for the State to interact directly with technical engineers, except in cases where the PM determines a technical engineer's presence to be necessary. Technical engineers cannot be made available for regular, standing meetings with the State.

3.3 Training:

Moodle US shall offer a series of four training sessions to familiarize the State with Moodle Workplace. These sessions assume no previous experience with Moodle or Moodle Workplace, but are adaptable for a Moodle-experienced team.

3.3.1 Purpose: Training sessions are given to help the State gain proficiency in the operation and administration of their site in order to become self-sufficient users and administrators of their site.

3.3.2 Deliverables:

- PM shall deliver four 90-minute training sessions outlined as follows:
 - *Course Building*
 - A general introduction to a Moodle Workplace site's main pages and navigation
 - Course creation and configuration
 - Activity and resource creation and configuration
 - Activity completion and access restriction
 - *Site Administration*
 - System settings
 - Bulk user management
 - Custom user and course fields
 - User roles and permissions
 - Bulk course management
 - Default plugin settings
 - Basic troubleshooting steps
 - *Moodle Workplace Features*
 - Tenants
 - Organizational structure
 - Programs and certifications
 - Certificates
 - Report builder
 - Dynamic rules
 - *Support Training*
 - Moodle US help desk usage
 - Workflow optimization
 - Further consultation
- PM shall provide a recording of each training session via a shared Google Drive link within 24 hours of the session. Recordings are the State's to share and distribute without restrictions. Recordings shall be retained for three months on Moodle US's Google Drive.

3.3.3 State Responsibilities:

- The State shall apply concepts covered in previous training sessions before attending subsequent sessions.
- The State is responsible for selecting topics for the third and fourth training sessions. The State may do this in consultation with the PM.

3.3.4 Time Frame:

- Four 90-minute sessions scheduled no less than one week apart.
- Every training session must be delivered within the allotted project duration.

- The first and second sessions shall be delivered within the first two weeks of the project, as they are necessary to allow the State to start developing content for their site.
 - The third session shall be delivered mid-way through the project when the State has determined which additional site features they would like additional training for.
 - The fourth session shall be delivered at or near the end of the project.
- 3.3.5 Exclusions:
- A maximum of three people from the State's team may be present in each session.
 - Training sessions are not a time for working through the technical details of integrations.
 - Moodle US shall not repeat identical training sessions for different audiences. Each session is recorded, and the State may share the recording with others who need the material.
- 3.4 Theme:
- Moodle US shall provide visual configuration of the State's site through the site's front-end theme configuration settings and limited CSS.
- 3.4.1 Purpose: Configuration for the State's Moodle Workplace site to achieve an attractive brand-based theme and appearance.
- 3.4.2 Deliverables: PM shall deliver brief orientation to Moodle Workplace theme customization features at the site level and at the tenant level.
- 3.4.3 State Responsibilities:
- The State must provide branding images (if any)
 - The State must provide branding style guide (if available)
 - The State is responsible for developing and entering additional CSS at the site or tenant level if their theme customization needs go beyond the front-end theme options available within Moodle Workplace.
- 3.4.4 Time Frame: The orientation to theme customization shall be delivered during a weekly check-in meeting or during the third training session, which introduces the State to Moodle Workplace features.
- 3.4.5 Exclusions: The State must use the default Moodle Workplace theme template, as no other themes are available for the platform.
- 3.5 Infrastructure Deployment and Configuration:
- Moodle US shall configure the State's site to function properly on Moodle US's Amazon Web Services infrastructure.
- 3.5.1 Purpose: Deployment of a high-functioning, secure learning management system that is accessible to the appropriate users.
- 3.5.2 Deliverables:
- Moodle US shall provide one accessible, properly functioning production site, and optionally one sandbox site (on the same version as the production site) and one upgrade testing site (on which future site upgrades shall be tested before upgrading the production site).
 - Uptime and response time for the site is within the specifications listed in Clause 1.1.
 - Moodle US shall provide a valid SSL certificate issued by Let's Encrypt.
 - Moodle US shall configure automated full site backups for the State's site.
- 3.5.3 State Responsibilities:
- The State shall manage DNS for custom domain names they wish to use.
 - The State shall provide a custom SSL certificate if they do not wish to use the one provided by Moodle US.
- 3.5.4 Time Frame: The site shall be deployed and available between the initial kickoff call and the first training session or weekly check-in meeting.
- 3.5.5 Exclusions:

- Moodle US does not give the State write access to infrastructure, database, or tools.
- Moodle US does not provide back-end access to the State's site, database, or server logs.
- Moodle US does not provide access to Moodle Workplace's automated front-end course backup system. (Normally available via Site Administration > Courses > Backups > Automated backup setup).

3.6 Single Sign-On: Single Sign-on (SSO) refers to a variety of external services that communicate with Moodle Workplace to allow users to sign in. SSO shall connect to the State's current student information system with Moodle Workspace and allow the two systems to communicate when a student has completed an online training program. Once the student has completed the training, the Moodle site shall send completion information to RespondNH which shall then automatically update the students training records, send a completion conformation email to the student, and provide the student with a certificate of completion.

3.6.1 Purpose: To establish and test a successful connection between the State's identity provider (IdP) and the State's Moodle Workplace site for the purpose of SSO.

3.6.2 Deliverables:

- Moodle US shall install the appropriate Moodle Workplace plugin(s) for the State's SSO method.
- Moodle US shall assist the State with SSO configuration on Moodle US infrastructure and the Moodle Workplace site's front-end interface.
- Moodle US shall gather information and provide updates related to the ongoing SSO configuration through Teamwork's messaging system. Moodle US shall schedule a web conference to discuss the SSO configuration if necessary.

3.6.3 State Responsibilities:

- The State must provide all configuration data necessary for the SSO connection that is not accessible to Moodle US
- The State must troubleshoot failed connections between the Moodle US-hosted site and the State's IdP or other authentication systems.
- The State is responsible for whitelisting the necessary Moodle US services and/or IP addresses to establish a successful SSO connection.

3.6.4 Time Frame:

- Moodle US shall help to facilitate a successful SSO connection within two weeks of the initial SSO communication, though the State's ability to troubleshoot connection issues on their internal systems could affect this time frame.

3.6.5 Exclusions:

- Moodle US shall not assist the State with SSO configuration or troubleshooting of any systems external to Moodle US's infrastructure.

3.7 Migration:

Moodle US staff shall assist the State with moving the existing training programs, content, and any other data from the State's existing site to the Moodle site with minimal downtime.

3.7.1 Purpose: The successful transfer of hosting providers for the State's Moodle site from the State's existing provider to Moodle US.

3.7.2 Deliverables:

- Moodle US shall conduct a test migration of the State's site to determine appropriate time frame requirements and anticipate any potential problems with the live migration. After the test migration Moodle US shall provide the following information:

- The amount of site downtime required to complete the live migration
- A list of plugins on the existing site that Moodle US cannot support after the live migration
- Moodle US shall communicate via email or schedule a consultative meeting with the State to determine the specific plan and schedule for the live migration. After this communication, Moodle US shall confirm the following information:
 - The date and time at which the State's live migration process shall begin. This time marks the beginning of the window of required site downtime.
 - The date and time by which the State's live migration process shall be complete. This time marks the end of the window of required site downtime.
 - Contact information for members of the State's team relevant to the migration process
 - Which of the State's team members need to be notified at which points of the live migration process.
- Moodle US shall provide necessary DNS record information to the State if the State is managing their own domain name and plans to continue managing their own domain name after the migration.
- Moodle US shall conduct a live migration of the State's site during the previously scheduled window of time in accordance with the earlier agreed upon details.

3.7.3 State Responsibilities:

- The State shall decide whether they wish to use a new or existing privately managed domain name for their site. If so, they are responsible for managing the DNS records and applying the appropriate Moodle US-supplied records for that domain throughout the migration process.
- The State shall ensure that all relevant site data is up-to-date and in the state they want it before Moodle US conducts their site's live migration.
- The State shall provide access to all relevant site data and files, including a database and a data directory. Moodle US does not need a copy of the site's core files unless the State has made extensive customizations.
- The database must be a compressed MySQL-compatible dump.

For State sites with unusually large data directories (greater than 50GB), Moodle US may require access to the site's uncompressed data directory for the purpose of conducting an incremental data sync. If this access cannot be given, the window of site downtime for the live migration shall increase considerably.

- The State shall configure all front-end settings for integrations between their site and third party services.
- The State shall thoroughly test the site that results from the initial test migration on Moodle US infrastructure to detect any problems with it before the live migration.
- The State shall provide a window of site down-time (during which their production site shall be unavailable to any users) of at least 4 hours for the

migration. The exact amount of downtime is dependent on the size of the State's database and data directory and shall be decided on in the migration planning stage.

3.7.4 Time Frame:

- Moodle US shall have a minimum of 1 week to perform the State's test migration. This time period begins when Moodle US has verified its ability to connect to and access the State's data sources.
- The required timeframe for the live migration (during which time the State's production site shall be unavailable to all users) shall be determined after the test migration is complete.

3.7.5 Exclusions:

- Moodle US shall not troubleshoot problems with State's integrations that connect their Moodle site to their own third-party services.
- Moodle US shall not sanitize State data that is in an incorrect state or causes the State's site to function incorrectly.
- Moodle US shall not migrate sites by backing up and restoring individual courses from the State's site.
- Moodle US shall not sync and reconcile data between a live site and a test site except for configuration data.
- Moodle US shall not perform a migration for a site whose database is of a format other than MySQL or MariaDB.
- Moodle US shall not support or maintain plugins on the State's production site that are proprietary to the State's hosting provider and unavailable on the official Moodle plugins repository.
- Moodle US is not responsible for the proper functioning and maintenance of custom plugins or core code developed or maintained by the State. Moodle US shall install such plugins on the State's site, but shall not be responsible for the plugins if they break.

EXHIBIT C

1. CONTRACT PRICE: LIMITATION ON PRICE: PAYMENT

1.1 The contract price is not to exceed \$131,757.00, and is broken down as follows by fiscal year:

| | Cost | Extra Amount for Additional Services | Total FY |
|------------------|--------------|---|-------------|
| Fiscal Year 2023 | \$ 27,015.00 | \$2,250.00 | \$29,265.00 |
| Fiscal Year 2024 | \$ 22,515.00 | \$2,250.00 | \$24,765.00 |
| Fiscal Year 2025 | \$ 22,515.00 | \$2,250.00 | \$24,765.00 |
| Fiscal Year 2026 | \$ 23,640.00 | \$2,250.00 | \$25,890.00 |
| Fiscal Year 2027 | \$ 24,822.00 | \$2,250.00 | \$27,072.00 |
| TOTAL | | | 131,757.00 |

1.2 Pricing for additional services are at a blended rate of \$225.00 per hour for any additional cost associated with services required beyond standard configurations and levels of effort. Additional funds have been added into the cost by fiscal year to be used if needed.

1.3 Partial payments are accepted. Invoices shall be submitted to:

New Hampshire Department of Safety
Division of Fire Standards & Training and Emergency Medical Services
33 Hazen Drive
Concord, NH 03305
Email: AccountsPayable@dos.nh.gov

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that MOODLE US LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on September 20, 2021. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 881104

Certificate Number: 0005855297



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of September A.D. 2022.

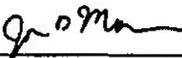
A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY/VOTE
(Limited Liability Company)

I, Jonathan Moore, hereby certify that
(Name of Sole Member/Manager of Limited Liability Company, Contract Signatory - Print Name)

1. I am the Sole Member/Manager of the Company of Moodle US LLC
(Name of Limited Liability Company)
2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind Moodle US LLC
(Name of Limited Liability Company)
and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.


(Contract Signatory - Signature)

September 9th, 2022
(Date)

STATE OF Nebraska

COUNTY OF Sarpy

On this the 9th day of September 20 22, before me Clark Ruby
(Day) (Month) (Yr) (Name of Notary Public / Justice of the Peace)

the undersigned officer, personally appeared Jonathan Moore, known to me (or
(Contract Signatory - Print Name)

satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

(NOTARY SEAL)


(Notary Public / Justice of the Peace - Signature)

Commission Expires: Dec 7, 2023

GENERAL NOTARY - State of Nebraska
CLARK S. RUBY
My Comm. Exp. Dec. 7, 2023



Moodle US LLC
8101 College Blvd Ste 100
Overland Park, KS 66210

accountsUS@moodle.com
Moodle.com/us

September 13th, 2022

To Whom it may concern:

Please note that Don Hazelwood is fully authorized, as a representative of Moodle US, to sign for all matters pertaining to client contracts for Moodle US on behalf of Jonathan Moore, acting Head of Moodle US.

Sincerely,

A handwritten signature in black ink, appearing to read "Jonathan Moore".

Jonathan Moore
Head of Moodle US



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

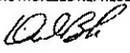
| | | |
|---|--|--|
| PRODUCER Carpenter & Company, Inc. 8301 State Line Road, Ste. G-A Kansas City MO 64114 | CONTACT NAME: PHONE (A/C, No, Ext): (816) 932-9333 FAX (A/C, No): (816) 444-7935 E-MAIL: ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED (402) 981-3349 Moodle US LLC 8101 College Blvd Ste 100 Overland Park KS 662102671 | INSURER A: Fidelity and Guaranty Insuranc 35386 | |
| | INSURER B: Travelers Casualty Insurance C 19046 | |
| | INSURER C: Travelers Property Casualty Co 25674 | |
| | INSURER D: | |
| | INSURER E: | |
| INSURER F: | | |

| | | |
|------------------|--|-------------------------|
| COVERAGES | CERTIFICATE NUMBER: Cert ID 26894 | REVISION NUMBER: |
|------------------|--|-------------------------|

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| MEMBER / ALTR | TYPE OF INSURANCE | ADDL / SUBR / INSD / WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|---------------|--|--------------------------|----------------------------|--------------------------|--------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | BIP68553421 | 08/01/2022 | 08/01/2023 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA OCCUR/ACC) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | BIP68553421 | 08/01/2022 | 08/01/2023 | COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 5,000 | | CUP68554417 | 08/01/2022 | 08/01/2023 | EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N Y | UB68346757 | 08/01/2022 | 08/01/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| B | Cyber: Info Security Liab Errors and Omissions Liab | | BIP68553421 BIP68553421 | 08/01/2022 08/01/2022 | 08/01/2023 08/01/2023 | Each Wrongful Act \$ 3,000,000 Each Wrongful Act \$ 3,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

| | |
|--|---|
| CERTIFICATE HOLDER State of New Hampshire Department of Safety Division of Fire Standards and Training & Emergency Medical Services 33 Hazen Drive Concord, NH 03305 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|--|---|

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