



Sheriff Christopher D. Connelly
Chairman

State of New Hampshire

POLICE STANDARDS & TRAINING COUNCIL

Arthur D. Kehas
Law Enforcement Training Facility & Campus
17 Institute Drive, Concord, N.H. 03301-7413
603-271-2133 – Fax: 603-271-1785
TDD Access: Relay NH 1-800-735-2964



John V. Scipione
Director

February 22, 2023

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

REQUESTED ACTION

The Police Standards and Training Council, on behalf of the New Hampshire Law Enforcement Accreditation Commission, requests authorization to enter a **SOLE SOURCE** contract with Governmentjobs.com, Inc. d/b/a/ NEOGOV, parent company of Power DMS, 2120 Park Place, Suite 100, El Segundo, CA 90245 (Vendor Code 296589) for the purpose of utilizing its PowerDMS software tools for records management in the New Hampshire law enforcement accreditation program, with the option to renew for successive one (1) year periods and up to an additional five (5) years, effective upon Governor and Executive Council approval through March 8, 2028. There is no cost to the State for the contract. **100% Other Funds.**

Funds are to be deposited in the following account:

06-087-087-870510-35150000 — Law Enforcement Accreditation Program

Year	Class-Account-RG	Account Title	Annual Sponsorship Fee
2023	008-403669-44	Agency Income	\$20,000
2024	008-403669-44	Agency Income	\$20,000
2025	008-403669-44	Agency Income	\$20,000
2026	008-403669-44	Agency Income	\$20,000
2027	008-403669-44	Agency Income	\$20,000
		TOTAL	\$100,000

EXPLANATION

On July 25, 2022, the Governor issued Executive Order #2022-06, creating the New Hampshire Law Enforcement Accreditation Commission to launch and oversee a new statewide law enforcement accreditation program, which is administratively attached to the Police Standards & Training Council. The program requires the administration of

His Excellency, Governor Christopher T. Sununu
and the Honorable Council

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extensive accreditation records and program tracking including the maintenance of standards and the application and evaluation of agencies throughout the accreditation process.

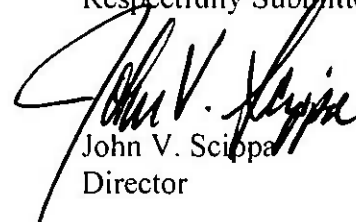
The reason that this is a **SOLE SOURCE** contract is because Governmentjobs.com, Inc. d/b/a/ NEOGOV, parent company of PowerDMS, is the sole provider of accreditation software for over 40 (forty) law enforcement accreditation programs. It is the required software provider for the federal Commission on Accreditation for Law Enforcement Agencies ("CALEA") and is therefore already used by all CALEA-accredited New Hampshire law enforcement agencies. NEOGOV will provide PSTC an annual sponsorship fee of \$20,000 and complimentary licenses to the full PowerDMS product suite on condition that the Police Standards and Training Council/the New Hampshire Law Enforcement Accreditation Commission requires all participating agencies to use PowerDMS software.

The contract includes a negotiated discount cost for the PowerStandards software assessments tool for participating New Hampshire law enforcement agencies. The original cost of the standards tool is \$1,150 per agency per year. Because of this exclusive agreement, that cost to agencies is reduced to \$650 per year per agency, or \$550 per agency per year based on size of the agency. The sponsorship funds are to be utilized by the Police Standards and Training Council/the New Hampshire Law Enforcement Accreditation Commission to grow and support the New Hampshire accreditation program.

The contract and vendor will be managed by the Police Standards and Training Council/the New Hampshire Law Enforcement Accreditation Commission through the In-Service Training Bureau Commander Captain Adam Hawkins, and the contracted Program Manager.

We respectfully request your approval for this agreement.

Respectfully Submitted,



John V. Scioppa
Director



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/doit

Denis Goulet
Commissioner

February 14, 2023

John V. Scippa, Director
Police Standards & Training Council
State of New Hampshire
17 Institute Drive
Concord, NH 03301

Dear Director Scippa:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Governmentjobs.com, Inc., DBA NEOGOV as described below and referenced as DoIT No. 2023-073.

The purpose of this request is to utilize PowerDMS software tools for records management in the New Hampshire law enforcement accreditation program.

This is a no cost contract, effective upon Commissioner approval through March 8, 2028.

A copy of this letter must accompany the Police Standards & Training Council's submission to the appropriate signatory for approval.

Sincerely,

Denis Goulet

DG/jd
DoIT #2023-073

cc: Rebecca Bolton, IT Manager



STATE OF NEW HAMPSHIRE

**Police Standards and Training Council, New Hampshire Law
Enforcement Accreditation Commission
Accreditation Records Management Software
PSTC - 2023-073**

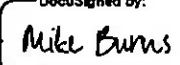
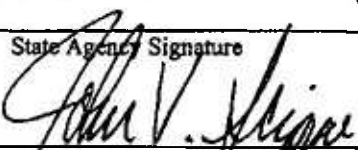
FORM NUMBER P-37 (version 12/11/2019)

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name NH Police Standards and Training Council for the NH Law Enforcement Accreditation Commission		1.2 State Agency Address 17 Institute Drive, Concord, NH 03301	
1.3 Contractor Name Governmentjobs.com, Inc. d/b/a NEOGOV, parent company of PowerDMS		1.4 Contractor Address 2120 Park Place, Suite 100, El Segundo, CA 90245	
1.5 Contractor Phone Number 800-749-5104	1.6 Account Number	1.7 Completion Date 03/08/2028	1.8 Price Limitation \$0
1.9 Contracting Officer for State Agency John V. Scippa, Director		1.10 State Agency Telephone Number 603-271-2133	
1.11 Contractor Signature Date: 2/20/2023 1:04:35 PM PST  DocuSigned by: Mike Burns 7E8833F9086341B...		1.12 Name and Title of Contractor Signatory Mike Burns Accounting Director	
1.13 State Agency Signature Date: 		1.14 Name and Title of State Agency Signatory John V. Scippa, PSTC 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: /s/ Stacie M. Maeser On: February 23, 2023			
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

Police Standards and Training Council, New Hampshire Law Enforcement Accreditation Commission
Accreditation Records Management Software
PSTC – 2023-073

Exhibit A: Special Provisions

The terms outlined in the P-37 General Provisions are modified as set forth below:

- A.1 The last sentence of Section 7.3 is hereby deleted.
- A.2 Section 8.2 is hereby amended and restated in its entirety as follows:
- Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions following written notice of any Event of Default to the Contractor and a thirty day period in which the Contractor may cure the Event of Default:
- A.3 Provision 9, Termination, is hereby amended and restated in its entirety as follows:
- 9.1 The Term will continue in effect for five (5) years from the date on which this Agreement is executed by both parties and approved by the Governor and Executive Council, with the option to renew for successive one (1) year periods and up to an additional five (5) years, subject to the parties' prior written agreement and approval of the Governor and Executive Council.
- 9.2 Either party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. Contractor may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, Contractor or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other Contractor intellectual property.
- A.4 Provision 10, Data/Access/Confidentiality/Preservation, is hereby updated with the following addition:
- 10.4 Notwithstanding these provisions, Contractor shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by Contractor including all Services, products, systems, software (including any source code or object code) updates or upgrades, trademarks, service marks, logos and other distinctive brand features of Contractor and all proprietary rights embodied therein.
- A.5 Provision 12, Assignment/Delegation/Subcontracts is hereby amended as follows:
- A.5.1 Section 12.1 is amended and restated in its entirety as follows:
- 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 of Contractor shall not be deemed to require fifteen-day advance written consent of an assignment, provided the assignee executes the standard form of assignment requested by the State. "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

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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.

A.5.2 Provision 12 is updated with the following addition:

12.3 For purposes of this provision and elsewhere in this Agreement, the term "subcontractor" shall not be deemed to include third parties engaged by the Contractor who do not have access to personal data or those who perform routine software and development services not specific to the State.

A.6 The first sentence of Provision 13, Indemnification, shall be amended and restated as follows:

Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all third party claims, liabilities and costs for any personal injury or tangible property damages, or patent or copyright infringement 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 related to the foregoing.

A.7 Section 14.1.2 shall be deleted and restated in its entirety as follows:

cyber insurance in the amount of at least \$2,000,000 in the aggregate.

A.8 The following Provisions are added to the Form P-37:

25. **FORCE MAJEURE**

25.1 Neither Contractor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such Party and without fault or negligence of such Party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

25.2 Except in the event of the foregoing, Force Majeure events shall not include the Contractor's inability to hire or provide personnel needed for the Contractor's performance under the Contract.

26. **EXHIBITS/ATTACHMENTS**

The Exhibits and Attachments referred to in and attached to the Contract are incorporated by reference as if fully included in the text of the Contract.

27. **ORDER OF PRECEDENCE:** In the event of conflict or ambiguity among any of the text within this agreement, the following order of Precedence shall govern:

- i. State of New Hampshire Contract, subject to the modifications set forth in Exhibit A, Special Provisions.
- ii. Additional Contractor Provided Documents which are hereby incorporated as part of the Special Provisions (see Exhibits D and E).

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Exhibit B: Description of Services

- B.1 Contractor will provide PSTC/NHLEAC with a dedicated PowerDMS site, together with complimentary implementation of and subscription to the Service (including PowerDMS Standards, Policy, Training, Survey and Testing) and support for up to 100 of its users. Additionally, the dedicated PowerDMS site will include the following components: (a) Advanced Reporting (which provides visibility to NHLEAC on the process of your members/customers building assessments), and (b) Content Hub (for distribution of content to users).
- B.2 Contractor will offer the PowerStandards software assessment tool to each of PSTC/NHLEAC's members/customers at an annual fee per manual of \$650/year for agencies with 51 or more employees, and \$550/year for agencies with fewer than 50 employees. Those members/customers which purchase a subscription for the NEOGOV PowerStandards software assessment tool will also be granted complimentary access to these NEOGOV training services: (i) self-paced learning portal (ii) live monthly training webinars, (iii) online self-help training videos and quick sheets, and (iv) our service desk for questions/assistance. The referenced contracts between the Contractor and PSTC/NHLEAC members/customers will be separately executed between the Contractor and those entities; PSTC/NHLEAC shall not be a party to those agreements.

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Exhibit C: Pricing

- C.1 NEOGOV shall pay \$20,000 to PSTC/NHLEAC as a sponsorship fee on an annual basis (i.e. once each one (1) year term).
- C.2 The sponsorship fee shall be paid by NEOGOV within 45 days of receipt of invoice from PSTC/NHLEAC. Invoices are to be sent to ap@neogov.net and should reference this contract.
- C.3 It is the mutual intent of NEOGOV and PSTC/NHLEAC that the sponsorship funds are to be utilized for growing and supporting the New Hampshire accreditation program including the funding of grants to assist them in joining the program.

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Exhibit D: Supplier and Partner Code of Conduct

Governmentjobs.com, Inc. and its subsidiaries (collectively “NEOGOV”), take pride in our longstanding reputation for integrity and commitment to responsible business practices. NEOGOV seeks to maintain high ethical standards and to comply with applicable laws and regulations. Activities of our suppliers and partners could impact NEOGOV’s brand, reputation, and relationship of trust with our investors, employees and other stakeholders. As such, we expect our suppliers and partners to uphold similarly high legal and ethical standards.

Accordingly, this Supplier and Partner Code of Conduct (the “Code”) describes what is expected of the parties. The terms set forth in the Code shall be in addition to, and not in lieu of, the Agreement.

Each party will comply with the following principles while conducting business in connection with the Agreement:

1. **Compliance with Laws.** Each party will abide by all applicable laws and regulations in the countries or markets where it operates
2. **Workplace Regulations.** Each party shall not require its workers to work in excess of the relevant legal limits on working hours, overtime hours and number of working days per week. Each party will seek to: support the payment of competitive wages and benefits to employees, make written documentation available to workers, and respect the rights of employees to decide whether or not to join a union and engage in collective bargaining.
3. **Labor Practices and Universal Human Rights.** Each party will respect human rights and seek to confirm that neither its operations nor its suppliers or partners utilize child or forced labor in alignment with ILO Forced Labor and Minimum Age Conventions.
4. **Harassment or Abuse.** Each party shall provide a work environment that is respectful of employees’ rights and dignity. This includes prohibiting sexual harassment or abuse, indecent or threatening gestures, abusive tone or language or any other kind of undesired physical or verbal contact, such as bullying. Additionally, this includes prohibiting retaliation against any individual who makes a good faith report of harassment, discrimination or retaliation.
5. **Non-Discrimination.** Each party is committed to diversity and inclusion in the work environment. Each party is expected to ensure that its terms and conditions of employment, promotion, and remuneration are based on an individual’s skill, ability, experience and performance. Each party shall not tolerate discrimination in the workplace, including discrimination based on an individual’s race, color, religion, sex, age, national origin, gender identity, sexual orientation, physical or mental disability, familial status, marital status, or any other status protected by applicable law.
6. **Honor Business Obligations.** Each party works with suppliers and partners who share our desire to build productive business relationships. This requires honest communications, mutual respect, and delivering on commitments. Each party will share commitment to conducting business honestly and transparently, and honor business obligations and manage unanticipated events in a proactive, timely, and open way.
7. **Environmental Performance.** Each party will comply with or exceed all applicable environmental regulations or standards.

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8. Employee Health and Safety. Each party will provide a safe and healthy workplace in conformance with all applicable laws, rules, and regulations.
9. Anti-bribery and corruption. Each party shall maintain policies that prohibit bribery and other improper payments to public officials consistent with the U.S. Foreign Corrupt Practices Act.
10. Intellectual Property. Each party shall respect the intellectual property rights of the other party and its other representatives.
11. Data Privacy. Each party shall take reasonable and appropriate steps to safeguard personal information obtained through its business relationship with the other party. Each party is expected to collect, process, use, store and retain personal information only as necessary and in compliance with all applicable data privacy and data protection laws.

It is each party's responsibility to ensure that its employees, agents and subcontractors working on this Agreement understand and comply with this Supplier and Partner Code of Conduct. Each party and its employees who have knowledge of an actual or suspected violation of this Supplier and Partner Code of Conduct or any applicable laws and regulations must immediately report this knowledge to the other party. Each party reserves the right to terminate the Agreement for a violation of this Code of Conduct subject to the termination provisions set forth in the Agreement.

Each party may conduct reasonable inquiries of the other party to assure compliance with this Code.

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Exhibit E: Content Publication Agreement

This Content Publication Agreement (the "Agreement"), effective as of the latest date shown on the signature page of this Agreement (the "Effective Date") entered into by and between GovernmentJobs.com, Inc. d/b/a NEOGOV, parent company of PowerDMS ("we", "us", "our" or "NEOGOV") and the New Hampshire Police Standards and Training Council/the New Hampshire Law Enforcement Accreditation Commission ("you", "your" or "PSTC/NHLEAC") governs your provision and our use of your content, the New Hampshire Law Enforcement Accreditation Commission Standards ("Content") in connection with the provision of our service (the "Service") to your members/customers as set forth herein. Our Service permits users to access and manage documents, data and/or materials utilizing our PowerDMS document management software application and our PowerStandards software assessment tool (collectively, "Software"), through an access-controlled website (the "Site").

NOW, THEREFORE, in consideration of the promises made herein, the parties hereto agree as follows:

1. Right to Use Content and Marks; Exclusive Arrangement

You hereby grant us an exclusive license to use, copy and store the Content, and to transmit and display the Content through the Service to those of your members/customers who purchase a subscription to the Service, to the extent reasonably necessary to provide, maintain and improve the Service. During the term of this Agreement, you will not license the Content to, or otherwise permit the Content to be published by, another provider of software or software as a service. Each of us authorizes the other to use any trademarks, service marks, trade names, proprietary logos, domain names and any other source or business identifiers ("Marks") in connection with the authorized use of the Content through the Service and the marketing and sale of the Service for use in conjunction with the Content.

You agree to provide us with a complete and accurate copy of the Content in electronic form, as well as timely updates of the Content necessary to keep the Content complete and accurate. You have sole responsibility, and we assume no responsibility, for the Content.

Additionally, you will require your members/customer to utilize our PowerStandards software assessment tool to establish compliance against your accreditation standards. You acknowledge and authorize our representation in our advertisements and marketing materials, that utilizing our PowerStandards software assessment tool is the mandatory and only method for building compliance files and being assessed against your accreditation standards for your accreditation process.

2. Joint Marketing Efforts

During the term of the Agreement, the parties will cooperate in the marketing of the Service for use in connection with your Content. Such assistance includes, and this Agreement constitutes:

- Your confirmation that our PowerStandards software assessment tool is the required method for establishing compliance against your accreditation standards;

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- Your agreement to provide access to your mailing list of members/customers, or otherwise to facilitate communications between us and your members/customers;
- If applicable, you will allocate time at each of your conferences for our representatives to conduct training with our mutual customers on the usage of our PowerStandards tool;
- Authorize assessors or auditors to conduct assessments/verify compliance in our PowerStandards tool;
- Authorization of press releases and advertisements respecting the use of the Content with the Service and authorization to use any Marks for such marketing purposes and on the PowerDMS website upon written approval by NHLEAC;
- You agree to manage your standards community and make timely updates as standards are approved and/or amended so members subscribed receive most up to date changes or send updates to NEOGOV immediately following approval of changes by your commission;
- NEOGOV participation in NHLEAC conferences, including:
 - o NHLEAC will recognize NEOGOV as a sponsor in each conference booklet.
 - o NHLEAC will authorize NEOGOV to conduct workshop/training session, i.e. customer presentation, user group, etc. at a conference/time mutually agreed upon by NHLEAC and NEOGOV.
 - o NHLEAC authorizes NEOGOV to publish a customer testimonial, approved by the NHLEAC in any newsletters, periodicals, bulletins or other content that may be published to the membership on a regular basis.
 - o NEOGOV participation in the NHLEAC conferences, including:
 - ☐ A complimentary 10x10 Prime booth space
 - ☐ Post conference attendee list that includes agency name, address, attendee name, attendee title, email and phone number.
- You agree to work with NEOGOV on co-marketing strategies.
- NEOGOV will work with you to develop educational materials and guidelines for use by your members/customers to follow when building and reviewing compliance files electronically through NEOGOV.
- NEOGOV provides your members/customers self-paced learning tools & access to educational webinars.

3. Rights in Intellectual Property

You retain all rights in your Marks and the Content. We retain all rights in our Marks and the Site, the Service, and the Software. Except as expressly provided in this Agreement, no license or other right is granted for the use any Content, Marks or other intellectual property of either party. Any use of the Site, the Service, and the Software by you or by your members/customers shall be subject to the terms and conditions (the "Service Terms") set forth in Appendix A.

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4. Restrictions

Each of us agrees to comply with all applicable laws in connection with the matters governed by this Agreement. You will not permit any portion of the Content to contain any data, information or material that is illegal, misleading, defamatory, indecent or obscene, threatening, infringing of any third-party rights, invasive of personal privacy or subject to confidentiality obligations imposed by applicable law or contract.

5. Disclaimers Respecting Service

Except to extent expressly provided otherwise in the Form P-37 and Service Terms, we (a) make no representation, warranty or covenant with respect to the Site, the Service or the Software, and (b) reserve the right to modify, suspend or terminate the Service at any time.

6. Confidentiality

In connection with this Agreement, one party ("Disclosing Party") may provide the other ("Receiving Party") with certain pricing, technical, marketing and other confidential information. The Receiving Party agrees to maintain the confidentiality of any Confidential Information and shall not use or disclose the same without the prior written consent of Disclosing Party subject to any statutory obligations under RSA 91-A. "Confidential Information" includes any information that is either reasonably designated as confidential by Disclosing Party or that, under the circumstances surrounding the disclosure, ought in good faith to be treated as confidential, but excludes any information (a) known to the public through no fault or breach of this Agreement by the Receiving Party, (b) known by Receiving Party at the time of disclosure without an obligation of confidentiality, (c) independently developed by Receiving Party, or (d) rightfully obtained from a third party without restriction on use or disclosure.

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Appendix A - Terms and Conditions. SERVICES AGREEMENT

You agree that by placing an order through a NEOGOV standard ordering document entitled an "Order Form", "Service Order," or "SOW" (each, an "Order Form" for purposes of this Agreement) you agree to follow and be bound by the terms and conditions set forth herein.

"Governmentjobs.com", "NEOGOV", "we", and "our" means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV" and, where applicable, its other affiliates; "Customer", "you", "your" means the NEOGOV client, customer, or subscriber identified in the Order Form).

If you are placing an order on behalf of a legal entity, you represent that you have the authority to bind such entity to the terms and conditions of the Order Form and these terms and, in such event, "you" and "your" as used in these agreement terms shall refer to such entity. "Agreement" shall be used to collectively refer to this NEOGOV Services Agreement (the "Services Agreement" or the "Agreement"), documents incorporated herein including the applicable Order Form, Exhibits, Schedule(s), and Special Conditions (if any). "Special Conditions" means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. Provision of Services. Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the "Services"). Customer hereby acknowledges and agrees that NEOGOV's provision and performance of, and Customer's access to, the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the date of your signature on an applicable Order Form or use of the Services commences (the "Effective Date").

2. SaaS Subscription.

a. Subscription Grant. "SaaS Applications" means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the "Service Specifications"). Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (a) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer's internal, non-commercial purposes; (b) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (c) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the "SaaS Subscription"). "Authorized Users" means (i) Customer employees, agents, contractors, consultants ("Personnel") who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (ii) for whom access to the Services has been purchased hereunder. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User's access

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to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.

b. **Subscription Term.** The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.

3. **Customer Responsibilities.** Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.

4. **Professional Services.** "Professional Services" shall mean consulting, training services purchased by Customer in an applicable Order Form or detailed in a NEOGOV Scope of Work (SOW) relating to assistance, training, deployment, usage, customizations, accessory data processing, and best practices of and concerning the SaaS Applications. Professional Services may be ordered by Customer pursuant to a SOW and Service Specifications describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer does not execute a separate SOW, the Services shall be provided as stated on the Order Form and this Agreement and documents incorporated herein shall control. All Professional Services purchased by Customer must be utilized within twelve (12) months of the date of the applicable Order Form or SOW.

5. **Audit Rights.** Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. All expenses associated with any such audit shall be paid by NEOGOV.

6. **Maintenance; Modifications; Support Services.**

a. **Maintenance, Updates, Upgrades.** NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update"

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means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.

b. Program Documentation; Training Materials. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.

c. Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.

d. Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.

e. Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

7. NEOGOV Intellectual Property. NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGO Intellectual Property"). This Agreement does not convey or transfer

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title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.

8. Data Processing and Privacy.

a. **Customer Data.** "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the Intellectual Property Rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement, after providing appropriate notice and opportunity to cure to the Customer (to the extent reasonably practicable).

b. **Platform Data.** "Platform Data" shall mean any anonymized data reflecting the access or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law.

c. **Data Processing Agreement.** To the extent Customer uses the Services to target and collect personal information from users located in the European Union, European Economic Area, or Switzerland (the "EU") or the United Kingdom ("UK"), or has Authorized Users accessing the Services from the EU or UK, the following NEOGOV Data Processing Addendum ("DPA") is incorporated herein by reference:
<https://www.neogov.com/hubfs/Legal%20Documents/Customer%20Data%20Processing%20Addendum-signed.pdf>.

d. Data Responsibilities.

i. NEOGOV will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in

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writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV's cloud infrastructure providers.

ii. Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (i) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (ii) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (iii) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services.

e. Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a "Security Breach") within 72 hours of NEOGOV's confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer's policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.

f. Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV's systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer's written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement.

9. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services ("Third Party Services"). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.

10. Nondisclosure.

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a. **Definition of Confidential Information.** “Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer’s Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.

b. **Obligations.** The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.

c. **Exceptions.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so or required under RSA 91-A, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure.

d. **Equitable Relief.** The parties recognize and agree there is no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach would irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

11. Representations, Warranties, and Disclaimers.

a. **Mutual Representations.** Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.

b. **Service Performance Warranty.** NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill. THE FOREGOING WARRANTY DOES NOT APPLY, AND NEOGOV STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD PARTY SERVICES.

c. **No Other Warranty.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES ARE PROVIDED ON AN “AS IS” BASIS, AND

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CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.

d. **Disclaimer of Actions Caused by and/or Under the Control of Third Parties.** NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

12. Indemnification.

a. **NEOGOV Indemnity.** Subject to subsections 12(a)(i) through 12(a)(iii) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV, provided that NEOGOV is promptly notified of any and all such claims, demands, suits or proceedings and given reasonable assistance and the opportunity to assume sole control over defense and settlement.

i. **Alternative Resolution.** If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.

ii. **No Duty to Indemnify.** NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused

Police Standards and Training Council, New Hampshire Law Enforcement Accreditation Commission
Accreditation Records Management Software
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by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.

iii. Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.

13. Limitations of Liability.

a. EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

b. CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF NEOGOV INTELLECTUAL PROPERTY RIGHTS, OR NEOGOV'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 13 OF FORM P-37, THE TOTAL LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED \$40,000. THE FOREGOING LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES IN CONNECTION WITH THIS AGREEMENT BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

13. Publicity. Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements and with prior written authorization by Customer.

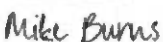
Police Standards and Training Council, New Hampshire Law Enforcement Accreditation Commission
Accreditation Records Management Software
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14. Independent Contractor; No Third Party Beneficiary; Fulfillment Partners. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.

Police Standards and Training Council, New Hampshire Law Enforcement Accreditation Commission
Accreditation Records Management Software
PSTC – 2023-073

AUTHORIZED SIGNATURES

CONTRACTOR:

DocuSigned by:

7E8833F8080341B

2/17/2023 | 3:29:56 PM PST

Name: Mike Burns Date _____

Title: Accounting Director

Governmentjobs.com, Inc. d/b/a NEOGOV,
parent company of PowerDMS

STATE OF NEW HAMPSHIRE:



2/23/23

John V. Scippa
Director
Police Standards and Training Council

Date _____

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 GOVERNMENTJOBS.COM, INC. is a California Profit Corporation registered to transact business in New Hampshire on November 09, 2022. 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: 915955

Certificate Number: 0006114400



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of February A.D. 2023.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

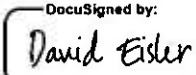
David M. Scanlan
Secretary of State

SECRETARY'S CERTIFICATE

I, David Eisler, Secretary of Governmentjobs.com, Inc. d/b/a NEOGOV ("NEOGOV"), do hereby certify that the Board of Directors of NEOGOV have approved that each of the following persons is authorized to execute and sign customer sales contracts for and on behalf of NEOGOV and each of its subsidiaries including PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360):

Sales Agreement	Annual Value: \$50K or Less		CEO (Shane Evangelist) CFO (Alex Chun) VP Finance Director Finance (Mike Burns) Accounting Revenue Manager (Ana Alfaro)
Sales Agreement	Annual Value: Between \$50K and \$100K		CEO (Shane Evangelist) CFO (Alex Chun) VP Finance Director Finance (Mike Burns)
Sales Agreement	Annual Value: Between \$100K and \$200K		CEO (Shane Evangelist) CFO (Alex Chun) VP Finance
Sales Agreement	Annual Value: Between \$200K and \$1M		CEO (Shane Evangelist) CFO (Alex Chun)
Sales Agreement	Annual Value: \$1M or Greater		CEO (Shane Evangelist)

IN WITNESS WHEREOF, I have hereunto signed my name on behalf of NEOGOV on the 6th day of February 2023.

By: 
DocuSigned by:
E1A2850A3227420...
 David Eisler
 Secretary
 NEOGOV



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/18/2022

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 Newfront Insurance Services 777 Mariners Island Blvd Suite 250 San Mateo, CA 94404 www.newfront.com	CONTACT NAME: Cert Request PHONE (A/C, No, Ext): 650-488-8565 FAX (A/C, No): E-MAIL ADDRESS: TechCertRequest@newfront.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Berkley National Insurance Company</td> <td>38911</td> </tr> <tr> <td>INSURER B: Berkley Regional Insurance Company</td> <td>29580</td> </tr> <tr> <td>INSURER C: Steadfast Insurance Company</td> <td>26387</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Berkley National Insurance Company	38911	INSURER B: Berkley Regional Insurance Company	29580	INSURER C: Steadfast Insurance Company	26387	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															
INSURED Governmentjobs.com, Inc. (NEOGOV) 2120 Park Pl, Suite 100 El Segundo CA 90245															

COVERAGES

CERTIFICATE NUMBER: 70850700

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			TCP 7011473	9/25/2022	9/25/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMPOP AGG \$3,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			TCA 7011474	9/25/2022	9/25/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$10,000			TCP 7011473	9/25/2022	9/25/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	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	N/A	TWC 7011475	9/25/2022	9/25/2023	☒ PER STATUTE ☐ OTH-ER E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE - EA EMPLOYEE \$1,000,000 E.I. DISEASE - POLICY LIMIT \$1,000,000
C	E&O/Network Security and Privacy Incl. Cyber and Data Breach			EOC 6219893 - 03	9/25/2022	9/25/2023	Limit: \$3,000,000

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

RE: Evidence of Insurance.

CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance

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

Rod Sockolov

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