ATTORNEY GENERAL
DEPARTMENT OF JUSTICE

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

JOHN M. FORMELLA
ATTORNEY GENERAL

JAMES T. BOFFETTI
DEPUTY ATTORNEY GENERAL

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June 7, 2023

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

Your Excellency and Members of the Council:

REQUESTED ACTION

Authorize the Department of Justice (DOJ) to enter a **sole source** contract with Catalis Tax and CAMA Inc., Marblehead MA (Vendor #272330-R001), in an amount not to exceed $80,100, with the option to renew for three additional years, for the purpose of supporting and maintaining an existing web application that electronically captures and manages trust funds and common investment reports submitted annually by municipal trustees effective upon Governor and Executive Council approval through June 30, 2026. 100% Agency Income.

Funds are anticipated to be available in the following account for Fiscal Years 2024, 2025 and 2026, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified:

02-20-20-201010-2621	FY 2024	FY 2025	FY 2026
Charitable Trust			
102,500731Contract for Program Services	$27,700	$26,900	$25,500

EXPLANATION

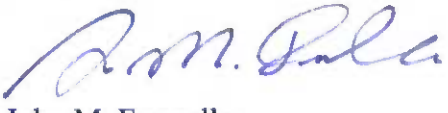
This is a **sole source** request because the vendor created this electronic filing process to be used by the Department of Justice and the Department of Revenue. Certain information collected by the Department of Justice is also collected by the Department of Revenue Administration. By using the same vendor, the filing process by municipalities can be streamlined, resulting in the automatic copying of information filed with the Department of Revenue Administration directly to the Department of Justice. In addition, Charitable Trust users are comfortable with the system and trust how it works.

The Department of Justice wishes to continue collaborating with this vendor for support and maintenance of its existing web application that allows municipalities to electronically file required annual forms that can be reviewed by both the Department of Revenue Administration and the Department of Justice rather than having to submit paper forms to each Department individually.

The Charitable Trust Unit uses two forms also used by the Department of Revenue Administration: the MS-9, Report of Trust and Capital Reserve Funds; and the MS-10, Report of Common Fund Investments. The web application has replaced manual review and submittal of fund data and has made processes far more efficient for both the Charitable Trust Unit and the municipalities it serves.

Please let me know if you have any questions concerning this request. Your consideration is greatly appreciated.

Respectfully submitted,



John M. Formella
Attorney General

#4033586

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

May 5, 2023

David Rienzo, Director
Department of Justice
State of New Hampshire
33 Capitol Street
Concord, NH 03301

Dear Director Rienzo:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Axiomatic, a Division of Catalis Tax and CAMA, LLC, as described below and referenced as DoIT No. 2024-002.

The purpose of this request is to receive annual MS-9 and MS-10 reports from New Hampshire municipal trustees of trust funds.

The Total Price Limitation will be $80,100, effective upon Governor and Council approval through June 30, 2026.

A copy of this letter must accompany the Department of Justice's submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/jd
DoIT #2024-002

cc: Rebecca Bolton, IT Manager

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STATE OF NEW HAMPSHIRE

New Hampshire Department of Justice

Charitable Trusts Unit

MS-9 and MS-10 Online Forms

NHDOJ - CTU

Template Revision V5.0 September 8, 2021

STATE OF NEW HAMPSHIRE
Department of Justice, Charitable Trusts Unit
MS-9 and MS-10 Online Forms
STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37

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 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 Justice, Charitable Trusts Unit		1.2 State Agency Address 33 Capitol St., Concord, NH 03301	
1.3 Contractor Name Catalis Tax and CAMA Inc.		1.4 Contractor Address 123 Pleasant Street, Suite 201, Marblehead, MA, 01945, USA	
1.5 Contractor Phone Number 603-678-4574	1.6 Account Number 02-20-20-201010-26210000-102-500731	1.7 Completion Date June 30, 2026	1.8 Price Limitation $80,100
1.9 Contracting Officer for State Agency Kathleen Carr		1.10 State Agency Telephone Number 603-271-1234	
1.11 Contractor Signature DocuSigned by: Steven Ashbacher 68DCAA4A7E804B9... Date: 5/10/2023		1.12 Name and Title of Contractor Signatory Steven Ashbacher, Executive VP	
1.13 State Agency Signature Kathleen Carr Date: 05-24-2023		1.14 Name and Title of State Agency Signatory Kathleen Carr, Director of Administration	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: N/A Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Christopher Bond On: 5/25/23			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials: DS SA
Date: 5/10/2023

STATE OF NEW HAMPSHIRE
Department of Justice, Charitable Trusts Unit
MS-9 and MS-10 Online Forms
STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37

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

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

A.1 Provision 3, Effective Date/Completion of Services, is updated with the following addition:

3.3 The Term may be extended up to Three (3) years(s), ("Extended Term") at the sole option of the State, subject to the parties prior written Agreement on applicable fees for each extended Term, up to but not beyond June 30, 2029, under the same terms and conditions, subject to approval of the Governor and Executive Council.

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EXHIBIT B – STATEMENT OF WORK (SOW) BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES

The Statement of Work, Business and Technical Requirements, and Deliverables are set forth in the attached New Hampshire Department of Justice Charitable Trusts Unit System Scope of Work ("Attachment 1").

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EXHIBIT C – PRICE AND PAYMENT SCHEDULE

The terms outlined in the Payment Schedule is set forth below:

1. INVOICING

The contract price, invoice date, and payment date in each fiscal year shall be as set forth in the table below:

Fiscal Year	Contract Price	Invoice provided on or before	Payment on or before
FY 2024	$ 27,700	June 30, 2023	August 31, 2023
FY 2025	$ 26,900	June 30, 2024	August 31, 2024
FY 2026	$ 25,500	June 30, 2025	August 31, 2025

2. INVOICE ADDRESS

Invoices may be sent to:

Kathleen Carr, Director of Administration
New Hampshire Department of Justice
33 Capitol St.
Concord, NH 03301

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ATTACHMENTS AND CONTRACTOR CERTIFICATES

1. **ATTACHMENTS**
   - **a.** New Hampshire Department of Justice Charitable Trusts Unit System Scope of Work – Attachment 1

2. **CONTRACTOR CERTIFICATES**
   - **a.** Contractor's Certificate of Good Standing
   - **b.** Contractor's Certificate of Vote/Authority
   - **c.** Contractor's Certificate of Insurance

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Attachment 1

NEW HAMPSHIRE DEPARTMENT OF JUSTICE CHARITABLE TRUSTS UNIT SYSTEM

SCOPE OF WORK

PREPARED FOR:
NHDOJ-Charitable Trusts Unit
Attn: Diane Quinlan
33 Capitol Street
Concord, NH 03301
Diane.M.Quinlan@doj.nh.gov

PREPARED BY:
Axiomatic, a Division of Catalis Tax and CAMA LLC
Steve Ashbacher
3025 Winward Plaza #200
Alpharetta, GA 30005
David@axiomnh.com

CATALIS

Contractor Initials: DS SA
Date: 5/24/2023

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Access to NHDOJ Information and Personnel 5
Web Performance 5

Contractor Initials: DS SA
Date: 5/24/2023

INTRODUCTION

Catalis Tax and CAMA Inc (hereinafter "Axiomatic") developed a software solution to electronically capture and manage trust funds and common investment reports submitted annually by municipal Trustees of Trust Funds to the New Hampshire Department of Justice, Charitable Trusts Unit ("NHDOJ"). Development of this software solution was completed and implemented in February 2018. The information is reported to the NHDOJ via online two forms, the MS-9 (Report of Trust and Capital Reserve Funds) and the MS-10 (Report of Common Fund Investments). These forms are also provided to the New Hampshire Department of Revenue Administration ("NHDRA") for use in municipal tax rate setting.

This scope of work outlines the training, support, maintenance, and hosting services that Axiomatic will provide to NHDOJ with respect to this already implemented software solution.

DS
Contractor Initials: SA
Date: 5/24/2023

SCOPE OF WORK

SYSTEM DEVELOPMENT

CODING/DEVELOPMENT

This scope of work does not include any coding or development, except to the extent that such coding or development is necessary to provide the training, support, maintenance, and hosting services provided for herein.

TRAINING

Axiomatic will provide systems training for NHDOJ and municipal users (trustees of trust funds, etc.) Training hours will be limited to 30 hours total for the three-year period of this contract. These 30 hours may be allocated to training for NHDOJ staff or to training for trustees of trust funds at the discretion of NHDOJ. These 30 hours may furthermore be allocated among the three fiscal years of this contract at the discretion of NHDOJ.

Axiomatic will also develop basic help documentation/training materials that can be utilized by NHDOJ and municipal users. Basic help documentation/training materials are defined as:

- Municipal user software manual
- NHDOJ user software manual
- Development of four (4) YouTube help videos for municipal users

Deliverable: 30 hours of training allocated among NHDOJ and trustees of trust funds and across three fiscal years, User manual (municipal and NHDOJ users), and help videos and articles located on the support page.

TECHNICAL SUPPORT

NHDOJ

Axiomatic will provide technical support for NHDOJ users for the three-year term of this contract. Technical support hours are Monday through Friday from 8:00 AM–4:30 PM excluding holidays and unintended office closures. Holidays are defined as: New Year's Day, Civil Rights Day, President's Day, Memorial Day, Independence Day, one day before or after Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, the Friday directly following Thanksgiving Day (Black Friday), Christmas Eve, Christmas Day, New Year's Eve and three additional floating holidays to be taken at Axiomatic's discretion. In the event that any of Axiomatic's floating holidays will result in an inability to provide technical support for an entire day, Axiomatic will, to the extent possible, give NHDOJ 24 hours' notice of the floating holiday.

Deliverable: Municipal technical support for three year period

MUNICIPAL FILERS

Axiomatic will provide technical support for municipal users for the three-year term of this contract. Technical support hours are Monday through Friday from 8:00 AM–4:30 PM excluding holidays and unintended office closures. Holidays are defined as: New Year's Day, Civil Rights Day, President's Day, Memorial Day, Independence Day, one day before or after Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, the Friday directly following Thanksgiving

DS
Contractor Initials: SA
Date: 5/24/2023

Day (Black Friday), Christmas Eve, Christmas Day, New Year's Eve and three additional floating holidays to be taken at Axiomatic's discretion. In the event that any of Axiomatic's floating holidays will result in an inability to provide technical support for an entire day, Axiomatic will, to the extent possible, give NHDOJ 24 hours' notice of the floating holiday.

Deliverable: Municipal technical support for three-year period

HOSTING

The system will be hosted on a secure Axiomatic server. Axiomatic colocation includes closely monitored Tier 1 Internet connectivity on a 100mbit port, redundant connectivity to multiple providers, fully redundant power supply and 24/7 service monitoring.

Data will be backed up and archived on a nightly basis both to a local and offsite server. The acceptable disaster recovery method will be rebuilding of the application from the most recent archived backup.

Installation media and instructions as well as the most currently available database backup shall be available to NHDOJ on a quarterly basis.

Deliverable: System hosting for a three-year period.

DELIVERABLES

Project Section	Deliverable
Training	30 Hours of NHDOJ and Municipal Training
Training	NHDOJ User Manual
Training	Municipal User Manual
Training	Four YouTube Help Videos
Technical Support	NHDOJ Technical Support for Three-Year Period
Hosting	System Hosting for Three-Year Period From Systems Launch

Table 3: Project deliverables

ANNUAL SUPPORT COST

Service	FY 2024	FY 2025	FY2026
Hosting (annual cost)	$4,200	$4,400	$4,500
System Maintenance	$6,000	$6,000	$6,000
Technical Support	$17,500	$16,500	$15,000
Total Support Cost	**$27,700**	**$26,900**	**$25,500**

DS

Contractor Initials: SA

Date: 5/24/2023

GENERAL TERMS AND CONDITIONS

ACCESS TO NHDOJ INFORMATION AND PERSONNEL

NHDOJ will provide Axiomatic with access to State information, data and managerial, technical, policy and user personnel as reasonably required to perform this contract.

WEB PERFORMANCE

Axiomatic will maintain hardware and communications links that will provide adequate performance for the Web applications that Axiomatic operates for NHDOJ.

Contractor Initials: DS SA
Date: 5/24/2023

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 CATALIS TAX & CAMA, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on March 06, 2023. 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: **925485**

Certificate Number: **0006235654**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 23rd day of May A.D. 2023.

David M. Scanlan

Secretary of State

DocuSign Envelope ID: 10919C19-2AB3-4707-8048-6E2C07836DD6

CERTIFICATE OF AUTHORITY – CORPORATE VOTE

1. I hereby certify that I am the Clerk/Secretary of **CATALIS TAX & CAMA, INC**
(insert full name of Corporation)

2. Corporation, and that
STEVEN ASHBACHER
(insert the name of officer)

3. is the duly elected **Executive Vice President of Tax & CAMA**
(insert the title of the officer in line 3)

4. of said Corporation, and that on **March 28, 2023**
at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that,

5. **STEVEN ASHBACHER** the **Executive Vice President of Tax & CAMA**
(insert **name** from line 2) (insert **title** from line 3)

of this Corporation be and hereby is authorized to execute contracts, Amendments, Change Orders and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: DocuSigned by: Eric Johnson 24A219F621A8480...
(Signature **of Clerk or Secretary**) *

AFFIX CORPORATE SEAL HERE

7. Name: Eric Johnson
(Please print or type name in line 7) *

8. Date: 3/28/2023

* The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.

Client#: 240988 CATAHOL1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/08/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Edgewood Partners Ins. Center
2405 Satellite Boulevard
Duluth, GA 30096
770 232-0202

CONTACT NAME: Patricia O'Neil
PHONE (A/C, No, Ext): 678-475-5738 FAX (A/C, No): 770 232-9202
E-MAIL ADDRESS: patricia.oneil@epicbrokers.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Company	19682
INSURER B : Hartford Casualty Insurance Company	29424
INSURER C : Twin City Fire Insurance Company	29459
INSURER D : Indian Harbor Insurance Company	36940
INSURER E : Trumbull Insurance Company	27120
INSURER F :	

INSURED
Catalis Tax & CAMA, Inc
3025 Windward Plaza Suite 200
Alpharetta, GA 30005

COVERAGES CERTIFICATE NUMBER: 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			20UUNEF2748	06/20/2022	06/20/2023	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
E	AUTOMOBILE LIABILITY			20UENEH0329	06/20/2022	06/20/2023	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB / X OCCUR			20XHUEF3101	06/20/2022	06/20/2023	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $10000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			20WEAH8FBG	01/01/2023	01/01/2024	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Professional Liab			MTP903664304	06/20/2022	06/20/2023	$5,000,000	
D	Cyber Liability			MTP903664304	06/20/2022	06/20/2023	$5,000,000	

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

CERTIFICATE HOLDER

State of New Hampshire
109 Pleasant St.
Concord, NH 03301

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

M Kerry Shanley

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June 2, 2023

Catalis Holdco, Inc.

RE: **2023-2024 Property and Liability Insurance**

To Whom It May Concern:

Please accept this as confirmation of the status of insurance coverage for Catalis Holdco, Inc which renews on June 20, 2023. The renewal policies are currently being quoted by insurers and not yet finalized.

There is no indication at this time coverage will be reduced or materially changed for the remainder of 2023. Certificates for the June 20, 2023-2024 policies will be issued within 24 hours of binding coverage. We expect this to occur between June 15 and June 19 of 2023.

Coverages being finalized for renewal include the following:

- Property
- General Liability
- Umbrella
- Auto
- Cyber Liability
- Errors & Omissions Liability
- Management Liability

Please let us know if you have any further questions or require additional information.

Sincerely,

Bryan Sexton – Area Vice President
Arthur J Gallagher & Co.
06/02/2023