

THE STATE OF NEW HAMPSHIRE HOUSING APPEALS BOARD

Governor Gallen State Office Park
Johnson Hall, 107 Pleasant Street
Concord, New Hampshire 03301
Telephone: (603) 271-1198
TTY/TDD Relay: (800) 735-2964
Visit us at <https://hab.nh.gov>



June 10, 2024

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

REQUESTED ACTION

Authorize the Housing Appeals Board (HAB) to enter into a **Sole Source** contract with Legal Files Software, Inc. (VC #168989) of Springfield, Illinois, in the amount not to exceed \$19,680, for the purpose of Legal Files Case Management Software Licenses for the HAB as well as installation guidance, training, maintenance and support, effective upon Governor and Council approval through June 30, 2026.

100% Other (Agency Class 103) funds: the Agency Class 103 used by the HAB is 100% General Funds. Funds are available in the following account as follows for SFY 2024, SFY 2025, with the authority to adjust encumbrances between fiscal years through the Budget Office if needed and justified.

CAT#-DEPT#-AGENCY#-ACTIVITY#- ACCOUNTING UNIT #- DEPT NAME- ACCOUNTING UNIT NAME_CLASS- OBJECT- DESC	Activity Code	FY 24	FY 25	Total Amount
01-14-63-0630010-55840000 – HAB - 103-502664-Contracts For Operational Serv	-/-	\$13,440	\$6,240	\$19,680
Total		\$13,440	\$6,240	\$19,680

EXPLANATION

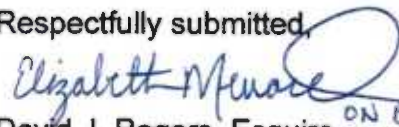
This contract is **Sole Source** because Legal Files case management software is currently used in at least four (4) other State of New Hampshire Executive Branch agencies successfully. The State has been satisfied with this vendor's performance and would like to continue their business relationship with them. The Board of Tax and Land Appeals (BTLA), the Department of Revenue, the Department of Health and Human Services, and the Public Employee Labor Relations Board are current users of the Legal Files software solution. This is a known and proven product within the State and has been in use for

over ten (10) years. It is well suited to HAB operations, which parallel those of other state agencies currently using this software in relevant and significant respects in terms of case docket maintenance, control, scheduling, and adjudicatory proceedings.

This contract with Legal Files Software, Inc. will significantly enhance the HAB's ability to manage and access historical data and case files, which is regularly required when addressing the current pending case load and responding to public research and information requests. These circumstances, together with the modest cost of the contract, mean a sole source contract represents the most efficient and reasonable use of state time and resources to obtain the appropriate solution.

The Housing Appeals Board respectfully requests approval of this contract.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Elizabeth Menace", with a large, stylized loop at the end.

David J. Rogers, Esquire
Chair, Housing Appeals Board

ON BEHALF OF

DJR/emmm
DoIT #2024-138



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 23, 2024

David J. Rogers, Chair
Housing Appeals Board
State of New Hampshire
107 Pleasant Street
Concord, NH 03301

Dear Chair Rogers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Legal Files Software, Inc., as described below and referenced as DoIT No. 2024-138.

The purpose of this request is to provide Legal Files Case Management Software Licenses for the HAB as well as installation guidance, training, maintenance and support.

The Total Price Limitation shall be \$19,680, effective upon Governor and Council approval through June 30, 2026.

A copy of this letter must accompany the Housing Appeal Board's submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", with a long horizontal flourish extending to the right.

Denis Goulet

DG/jd
DoIT #2024-138

cc: Rebecca Bolton, IT Manager



STATE OF NEW HAMPSHIRE
Housing Appeals Board
Legal Files
HAB - DoIT #2024-138

STATE OF NEW HAMPSHIRE
Housing Appeals Board
DoIT #2024-138 - Legal Files
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Contractor Initials: JA12

Date:

6/12/24

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JAK

6/10/24

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DoIT #2024-138 - Legal Files
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FORM NUMBER P-37 (version 2/23/2023)

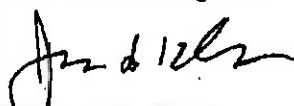
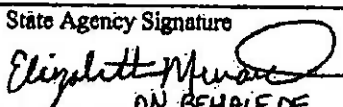
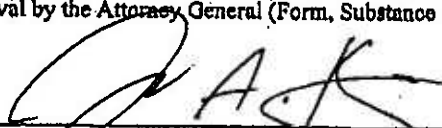
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Housing Appeals Board		1.2 State Agency Address 107 Pleasant Street, Room 206, Concord, NH 03301	
1.3 Contractor Name Legal Files Software, Inc.		1.4 Contractor Address 801 S. Durkin Drive, Springfield, IL 62704	
1.5 Contractor Phone Number 800-500-0834 x247 217-725-0840	1.5 Account Unit and Class 55840000-103	1.7 Completion Date June 30, 2026	1.8 Price Limitation \$19,680.00
1.9 Contracting Officer for State Agency Elizabeth M. Menard, Board Clerk		1.10 State Agency Telephone Number 603-271-1198	
1.11 Contractor Signature  Date: 6/10/24		1.12 Name and Title of Contractor Signatory John A. Kanoski, CEO, Legal Files Software, Inc.,	
1.13 State Agency Signature  ON BEHALF OF Date: 6/10/2024		1.14 Name and Title of State Agency Signatory David J. Rogers, Chair	
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:  On: 6/11/24			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
Date 6/10/24

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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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

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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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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.

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13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any 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. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. 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.

18. 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.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

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22. 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.

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

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be

reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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.

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EXHIBIT A – SPECIAL PROVISIONS

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:

3.4 . (Not Applicable).

A.2 Provision 9, Termination, Section 9.2 is deleted and replaced with the following:

9.2 In the event of the termination pursuant to subparagraph 9.1, the contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State will pay for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

9.3 After receipt of a notice of termination, and except as otherwise directed by the State, Contractor shall:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Contractor and in which the State has an interest;
- d. Take no action to intentionally erase any State data until directed by the State;
- e. Securely dispose/destroy of all requested data in all of its forms, such as disk, CD / DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-Special Publication (SP) 800-88 approved methods. Certificates of destruction shall be provided to the State; and
- f. Provide written Certification to the State that Contractor has surrendered to the State all said property and after 180 days has erased all State data.

9.4 If the Contract has expired, or terminated prior to the Completion Date, for any reason, the Contractor shall provide, for a period up to ninety (90) days after the expiration or termination, all transition services requested by the State, at no additional cost, to allow for the expired or terminated portion of the Services to continue without

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EXHIBIT A – SPECIAL PROVISIONS

interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees ("Transition Services").

9.5 This covenant in paragraph 9 shall survive the termination of this Contract.

A.3 Provision 10, Data/Access/Confidentiality/Preservation, is updated with the following addition:

10.4 In performing its obligations under this Agreement, Contractor may gain access to Confidential Information. The Contractor shall not use the Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all Confidential Information.

10.4.1 In the event of the unauthorized release of Confidential Information, Contractor shall immediately notify the State's Chief Information Security Officer, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

10.5 Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which:

- a. shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;
- b. was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party;
- c. is developed by the receiving Party independently of, or was known by the receiving Party prior to, any disclosure of such information made by the disclosing Party; or
- d. is disclosed with the written consent of the disclosing Party.

10.6 A receiving Party also may disclose the disclosing Party's Confidential Information to the extent required by law or an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon Contractor regarding the Confidential Information, and Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

10.7 Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by

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EXHIBIT A – SPECIAL PROVISIONS

Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State.

10.8 This covenant in paragraph 10 shall survive the termination of this Contract.

A.4 **Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:**

12.5 In the event that Contractor should change ownership for any reason whatsoever that results in a change of control of the Contractor, the State shall have the option of:

- a. continuing under the Agreement with Contractor, its successors or assigns for the full remaining Term of the Agreement or for such period of time as determined necessary by the State;
- b. immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.

A.5 **The following Provisions are added and made part of the P37:**

27. FORCE MAJEURE

27.1 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.

27.2 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.

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DoIT #2024-138 - Legal Files
EXHIBIT A – SPECIAL PROVISIONS

28. 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.

29. NON-EXCLUSIVE CONTRACT

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this Agreement. Contractor shall make best efforts to coordinate work with all other State vendors performing Services which relate to the work or Deliverables set forth in the Agreement. The State intends to use, whenever possible, existing Software and hardware contracts to acquire supporting Software and hardware.

30. 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. The NH Housing Appeals Board Contract Agreement DoIT #2024-138 P-37 as amended by Exhibit A.
- ii. The NH Housing Appeals Board Contract Exhibits in order of precedence:
 - a. Exhibits B and C;
 - b. Exhibit D;
 - c. Exhibit E;
 - d. Exhibit F;
 - e. Exhibit G.
 - f. Exhibit H.

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STATE OF NEW HAMPSHIRE
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DoIT #2024-138 - Legal Files
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

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 below:

1. STATEMENT OF WORK

Introduction.

The New Hampshire Housing Appeals Board ("HAB") desires to Contract with Legal Files Software, Inc., an Illinois corporation ("Legal Files"), for Services to install Legal Files Software and to provide implementation and training services to the HAB staff.

a. Agency Responsibility and Mission.

The HAB has the responsibility to hear and affirm, reverse, or modify, in whole or in part, appeals of final decisions of municipal boards, committees, and commissions regarding questions of housing and housing development. RSA 679. N.H. Admin. Rules, Hab 100-300.

b. Goals and Objectives for the project.

Modernization of the HAB's case management process, data analysis, and to improve reporting of relevant case statistics.

c. Scope of Work Overview.

HAB will purchase a two (2) year subscription, billed annually, from Legal Files for four (4) Legal Files Software Named User Licenses and a single production environment at a total annual cost of \$6,240.00. Legal Files will also provide the following Implementation and Training Services:

Description:	Unit Price	Quantity	Cost
Administration Training and Configuration Assistance	\$200/hour	14	\$2,800.00
End User Training	\$200/hour	10	\$2,000.00
Project Sessions and Management	\$200/hour	12	\$2,400.00
Installation – (8 Hours)	\$200/hour	8	Included

Implementation and Training Services Total (one-time fees): \$7,200.00

2. BUSINESS / TECHNICAL REQUIREMENT

This is OTS software. See Exhibit B, Section 1 (b) for intended use.

2.1 Compliance Requirements

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Contractor Initials: J/k

Date: 6/10/24

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EXHIBIT B – STATEMENT OF WORK
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Not Applicable.

3. ACTIVITY, DELIVERABLE, AND MILESTONE

Activity: Installation of Legal Files Software

Deliverable: Legal Files (Licensor) will deliver the Software for installation at NH HAB's (Customer) site and will provide installation instructions that must be followed by Customer for the installation. Customer is primarily responsible for installation and configuration of the Software, and its personnel should be experienced in the network, database, and server platforms on which the Software and database will run.

Milestone: Licensor software is installed and configured.

Activity: Training

Deliverable: Licensor will provide any training ordered by Customer in accordance with Licensor's standard training methods and using its standard training materials.

Milestone: Customer is able to use all applicable features of software for case and docket management and related activities.

Activity: Maintenance and Support

Deliverable: During the term of Customer's maintenance and technical support subscription under the corresponding Order, Licensor will make available maintenance and technical support to Customer in its use and operation of the Software comprised of the following:

(a) *Scope of Support.* Customer may contact Licensor with questions and troubleshooting related to use and operation of the Software, as well as for remote diagnosis and priority resolution of material bugs, errors or other malfunctions encountered using the Software. A bug, error or malfunction is deemed "material" if it represents a nonconformity of the Software with Licensor's then-current published specifications and materially interferes with or degrades usability of the Software.

(b) *Contacting Technical Support.* Support queries may be submitted by email at Support@LegalFiles.com or by phone at (217) 726-6400 during Licensor's normal business hours: Monday through Friday from 8:00 a.m. to 5:00 p.m. U.S. Central Time (excluding holidays). Customer must appoint one primary contact person and one alternate contact person who have been trained and are competent in use and operation of the Software to place technical support queries.

(c) *Classification of Issues.* When contacting Licensor for Support, Customer should assign an initial severity based on the severity level classifications listed below and should provide a detailed description of the issue or support request. The initial assignment of severity may be raised or

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EXHIBIT B – STATEMENT OF WORK

BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

lowered by Licensor, in its reasonable discretion, based on the information provided by Customer and/or subsequent diagnosis or remediation efforts, including the availability of a work-around.

Level	Description
1	A problem with the Software which renders the Software inoperative or causes a significant and ongoing interruption to Customer's business activities.
2	A problem with the Software which degrades or disrupts operation, but does not cause a significant and ongoing interruption to Customer's business activities.
3	A problem with the Software which has only a minor impact on Customer's business activities, or for which an acceptable work-around is readily available.
4	General questions, suggestions, and feedback pertaining to use and operation of the Software.

Milestone: Initial Response; Status Updates. Licensor will use commercially reasonable efforts to provide an initial response and ongoing status updates for support requests within the target timeframes listed below. All timeframes are during Licensor's *normal business hours only* and are further subject to Customer providing all information and assistance reasonably requested in connection therewith. Licensor will escalate support requests through its technical support channels as necessary to address covered support issues.

Level	Initial Response	Status Update
1	2 hours	Daily until workaround or correction available.
2	4 hours	Every 2 days until workaround or correction available.
3	1 day	As necessary or upon request.
4	2 days	As necessary or upon request.

Remote Access. Upon request, Customer will provide Licensor remote access to Customer's computer system for the purpose of remote diagnostics. Any such remote access will be subject to Customer's remote access security policies and procedures as communicated to Licensor at the time.

4. DELIVERABLE REVIEW AND ACCEPTANCE

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Contractor Initials:

JAL

Date:

6/10/24

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EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHINCAL REQUIREMENTS AND DELIVERABLES

4.1 Software Deliverables Review and Acceptance

System/Software Testing and Acceptance shall be performed as set forth in the Test Plan and more particularly described in Acceptance and Testing Services described herein.

5. CHANGE ORDER

The State may make changes, revisions or request enhancements to the Scope of Work at any time by written Change Order. The State originated changes, revisions or enhancements shall be approved by the Department of Information Technology. Within five (5) business days of Contractor's receipt of a Change Order, Contractor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, and the Work Plan.

Contractor may propose a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, and the Work Plan. The State shall acknowledge receipt of Contractor's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must review and approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the Parties are unable to reach an agreement in writing within 30 days of receipt of the Change Order.

Change orders resulting in an increase of Price Limitation, an extension of time for Contract completion or a significant change to the scope of the Contract may require approval by the Governor and Council.

A Change Order which is accepted and executed by both Parties, and if applicable approved by Governor and Council, shall amend the terms of this Agreement.

6. IMPLEMENTATION SERVICES

The Contractor shall employ an industry-standard Implementation strategy with a timeline set forth in accordance with the Work Plan:

The Contractor shall manage Project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule Project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and Report status.

The Contractor and the State shall adopt a Change Management approach to identify and plan key strategies, communication initiatives, and training plans.

7. PROJECT MANAGEMENT

The Project requires the coordinated efforts of a Project Team consisting of both Contractor and State personnel. Contractor shall provide all necessary resources to perform its obligations under the Contract. Contractor is responsible for providing all appropriate resources and personnel to manage this Project to a successful completion.

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Contractor Initials: JAH

Date: 6/6/24

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EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

7.1 The Contractor Key Project Staff

7.1.1. The Contractor's Contract Manager

Contractor shall assign a Contract Manager who will be responsible for all Contract authorization and administration, including but not limited to processing Contract documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. Contractor's Contract Manager is:

Gordon Hack
Legal Files Software, Inc. Email: gordon.hack@legalfiles.com
800-500-0537x247 & 217-725-0840

7.1.2. The Contractor's Project Manager

Contractor shall assign a Project Manager who is qualified to perform or supervise the Contractor's obligations under this Agreement. Contractor's Project Manager is:

Gordon Hack
800-500-0537x247
gordon.hack@legalfiles.com

Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as Contractor's representative for all administrative and management matters. Project Manager must be available to promptly respond during normal Business Hours within eight (8) hour(s) of inquiries from the State. Project Manager must work diligently and use his/ her best efforts on the Project.

7.1.3. Change of Project Manager

Contractor may not replace the Project Manager or change its assignment of Project Manager without providing the State written notice and obtaining the prior approval of the State of the replacement Project Manager. State approvals for replacement of Project Manager shall not be unreasonably withheld. The replacement Project Manager is subject to the same requirements and Review as set forth above. Contractor shall assign a replacement Project Manager within ten (10) business days of the departure of the prior Project Manager, and Contractor shall continue during the ten (10) business day period to provide competent project management Services through a qualified interim Project Manager.

7.1.4. The Contractors Additional Key Project Staff

The State considers the following individuals to be Key Project Staff for this Project:

Gordon Hack

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EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

Legal Files Software, Inc. Sales Representative

The State reserves the right to require removal or reassignment of Key Project Staff who are found unacceptable to the State. Contractor shall not change Key Project Staff commitments without providing the State written notice and obtaining the prior written approval of the State. State approvals for replacement of Key Project Staff will not be unreasonably withheld. The replacement Key Project Staff shall have comparable or greater skills than Key Project Staff being replaced.

7.1.5. Termination for Lack of Project Management and Key Project Staff

Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare Contractor in default and to pursue its remedies at law and in equity, if Contractor fails to assign a Project Manager and/or Key Project Staff meeting the requirements and terms of the Contract or if the State is dissatisfied with Contractor's replacement of the Project Manager and/or Key Project Staff.

7.2 The State Key Project Staff

7.2.1. The State Contract Manager

The State shall assign a Contract Manager who shall function as the State's representative with regard to Contract administration. The State Contract Manager is:

Elizabeth M. Menard, Board Clerk
New Hampshire Housing Appeals Board
603 271-1198
Elizabeth.M.Menard@hab.nh.gov

7.2.2. The State Project Manager

The State shall assign a Project Manager. The State's Project Manager is:

Elizabeth M. Menard, Board Clerk
New Hampshire Housing Appeals Board
603 271-1198
Elizabeth.M.Menard@hab.nh.gov

The State Project Manager's duties shall include the following:

- a. Leading the Project;
- b. Engaging and managing all Contractors working on the Project;
- c. Managing significant issues and risks;
- d. Reviewing and accepting Contract Deliverables;
- e. Invoice sign-offs;
- f. Review and approval of Change Orders;

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g. Managing stakeholders' concerns.

8. WORK PLAN

Work Plan: Contractor will deliver the software for installation, and provide training, maintenance and support all as detailed in Exhibit B, Statement of Work, Section 3. This will include, but is not limited to, the training of NH HAB staff on features of the software, and the NH HAB transition to and use of software to manage case files, docket and related matters.

9. ACCEPTANCE & TESTING SERVICES

The Legal Files Case Management solution is a Commercial Off-the-Shelf (COTS) product that can be configured slightly to better meet the Housing Appeals Board's specific needs such as modifying field names, formatting reports and templates, arranging page colors/format. No custom programming, data conversion, nor system integrations are in scope for this project.

Legal Files received an A Cyber Rating from Black Kite and 98% Compliance. Legal Files has zero (0) critical findings.

10. MAINTENANCE, OPERATIONS AND SUPPORT

10.1 System Maintenance

The Contractor shall maintain and support the System in all material respects as described in the Contract, through the Contract Completion Date. The Contractor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

10.2 System Support

- a. The Contractor must perform remote technical support in accordance with the ACTIVITY, DELIVERABLE, AND MILESTONE section of Exhibit B of this Contract.

10.3 Support Obligations

The Contractor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract.

The Contractor shall maintain a record of the activities related to Warranty repair or maintenance activities performed for the State;

The Contractor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:

- i. mean time between Reported Deficiencies with the Software;

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- ii. diagnosis of the root cause of the problem; and
- iii. identification of repeat calls or repeat Software problems.

10.4 Contract Warranties and Representations

10.4.2 Software

The Contractor warrants that any Software provided as part of this Agreement, including but not limited to the individual modules or functions furnished under the Contract, is compliant with the requirements of the Contract, and will operate in accordance with the Specifications and terms of the Contract.

For any breach of the above Software warranty, in addition to all its other remedies at law and in equity, at the State's option the Contractor shall:

- a. provide the correction of program errors that cause breach of the warranty, or if Contractor cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license if any and recover the fees paid to Contractor for the program license and any unused, prepaid technical support fees the State has paid for the program license; or
- b. the re-performance of the deficient Services, or
- c. if Contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to Contractor for the deficient Services.

10.4.3. Services

Contractor warrants that all Services to be provided under this Agreement will be provided expediently, in a professional manner, in accordance with industry standards and that Services will comply with performance standards, Specifications, and terms of the Contract.

11. DATA PROTECTION

For the avoidance of doubt, Contractor is providing the State with Software that is installed on premises on the information systems of State or State's designated third-party hosting provider. As between the parties, State is responsible for the confidentiality, privacy, and security of data in State's or its third-party hosting provider's possession, including the security of its and their network, systems, and databases. For State Data, if any, in Contractor's possession, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the following conditions:

- a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and non-public information. Such security

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BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and non-public data of similar kind.

- b. All data obtained by the Contractor in the performance of this contract and all Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data.
- c. Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.
- d. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
- e. The Contractor shall not use any information collected in connection with the service issued from this Contract for any purpose other than fulfilling the service.

11.1 Data Location

The Contractor shall provide its Services to the State and its end users solely from data centers within the Continental United States. All storage, processing and transmission of State data shall be restricted to information technology systems within the Continental United States. The Contractor shall not allow its personnel or sub-contractors to store State data on portable devices, including personal computers, except as specified and allowed by the contract, and then only on devices that are used and kept at its data centers within the Continental United States. The Contractor shall permit its personnel and Contractors to access State data remotely only to provide technical support and as specified or required by the contract.

11.2 Security Incident Or Data Breach

The Contractor shall inform the State of any security incident or Data Breach in accordance with NH RSA Chapter 359-C:20: Notice of Security Breach.

Incident Response: the Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.

Security Incident Reporting Requirements: the Contractor shall report a security incident to the State identified contact immediately if it reasonably believes there has been a security incident.

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EXHIBIT B – STATEMENT OF WORK

BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (1) immediately notify the appropriate State identified contact and (2) take commercially reasonable and consistent with industry best practices measures to address the data breach in a timely manner.

11.3 Breach Responsibilities

- 11.3.1. This section only applies when a Data Breach occurs with respect to State data within the possession or control of the Contractor and/or the third-party designee hosting the data as agreed upon by the Contractor and the State.
- 11.3.2. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.
- 11.3.3. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach the Contractor shall:
 - a. cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach;
 - b. promptly implement necessary remedial measures, if necessary; and
 - c. document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- 11.3.4. Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's breach of its contract obligation or the third-party hosting company to encrypt Personal Data or otherwise prevent its release, the Contractor and/or the third-party hosting company shall bear the costs associated with:
 - a. the investigation and resolution of the Data Breach;
 - b. notifications to individuals, regulators or others required by State law;
 - c. a credit monitoring service required by State (or federal) law;
 - d. a website or a toll-free number and call center for affected individuals required by State law — all not to exceed the average per record per person cost calculated for Data Breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and
 - e. complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(a) through (e)] subject to this Contract's limitation of liability.

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EXHIBIT B – STATEMENT OF WORK

BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

12. SOFTWARE AGREEMENT

The Contractor shall provide the State with access to the Software Licenses and Documentation set forth in the Contract, and particularly described Exhibit D: Software Agreement and Exhibit H, Attachment 1.

13. ADMINISTRATIVE SERVICES

The Contract shall provide the State with the Administrative Services set forth in the Contract, and particularly described in Exhibit E: Administrative Services

14. TRAINING

The Contractor shall provide the following Training Services to enable the NH HAB to complete successful installation, configuration, and implementation of the software so that the NH HAB is able to use all applicable features of software for case and docket management and related activities.

- Quick Start Installation Support – Remote
- Project Sessions-Management
- Administration Training and Configuration Assistance
- End User Training

15. TERMS AND DEFINITIONS

Terms and Definitions applicable to this Contract are identified in Exhibit F: Terms and Definitions.

16. CONTRACTOR'S CERTIFICATES

Required Contractor Certificates are attached in Exhibit G.

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EXHIBIT C – PRICE AND PAYMENT SCHEDULE

EXHIBIT C – PRICE AND PAYMENT SCHEDULE

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

1. CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the amount indicated in P-37 General Provisions - Block 1.8: Price Limitation. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to the Contractor for all fees and expenses, of whatever nature, incurred by the Contractor in the performance hereof.

2. TRAVEL EXPENSES

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract. The Contractor must assume all travel and related expenses incurred by Contractor in performance of its obligations. All labor rates in this Agreement will be considered "Fully Loaded", including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and any additional out of pocket expenses.

3. SHIPPING FEES

The State will not pay for any shipping or delivery fees unless specifically itemized in this Agreement.

4. INVOICING

The Contractor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. The Contractor shall only submit invoices for Services or Deliverables as permitted by the Contract and identified in the Payment Schedule below. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

Upon Acceptance of a Deliverable, and a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

5. INVOICE ADDRESS

Invoices may be sent to:

NH Housing Appeals Board, 107 Pleasant Street, Room 206, Concord, NH 03301

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Contractor Initials:

JAk

Date:

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EXHIBIT C – PRICE AND PAYMENT SCHEDULE

6. PAYMENT ADDRESS

Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury/state-vendors/index.htm>

7. OVERPAYMENTS TO THE CONTRACTOR

The Contractor shall promptly, but no later than fifteen (15) business days, return to the State the full amount of any overpayment or erroneous payment upon discovery or notice from the State.

8. CREDITS

The State may apply credits due to the State arising out of this Contract, against the Contractor's invoices with appropriate information attached.

9. PROJECT HOLDBACK

Not Applicable.

10. PAYMENT SCHEDULE

10.1 Contract Type

This is a Not to Exceed Contract. The total Contract value is indicated in P-37 General Provisions - Block 1.8: Price Limitation for the period between the Effective Date through date indicated in P-37 General Provisions - Block 1.7: Completion Date. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below.

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EXHIBIT C – PRICE AND PAYMENT SCHEDULE

10.1.1. Activities / Deliverables / Milestones Pricing

Description	Unit Price	Quantity	Extended
Installation – (8 Hours)	\$200/hour (Included)	8	Included
Project Sessions and Management	\$200/hour	12	\$2,400.00
Administration Training and Configuration Assistance	\$200/hour	14	\$2,800.00
End User Training	\$200/hour	10	\$2,000.00

10.1.2. Software License Pricing:
Four (4) Named User Licenses: \$6,240 annually (\$1,560 per license).

Description	Unit Price	Quantity	Extended
Software License Year 1 - Four (4) Named User Licenses	\$1,560/license	4	\$6,240.00
Software License Year 2 - Four (4) Named User Licenses	\$1,560/license	4	\$6,240.00

10.1.3. Software Operations, Maintenance and Support Pricing
Included in software license price.

10.1.4. Hosting Pricing
Included in DoIT budget for on-premise hosting.

10.1.5. Other Cost Pricing Not applicable.

10.1.6. Implementation Pricing Summary:

Included per 10.1.1.

10.1.7. Contractor Staff, Resource Hours and Rates Worksheet

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EXHIBIT C – PRICE AND PAYMENT SCHEDULE

\$200/hour for specified number of hours for:
-Project Sessions-Management (12 hours)
-Administration Training and Configuration Assistance (14 hours)
-End User Training (10 hours).

10.1.8. Future Contractor Rates Worksheet

Not applicable.

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EXHIBIT D – SOFTWARE LICENSE AGREEMENT

EXHIBIT D – SOFTWARE LICENSE AGREEMENT

1. License Grant

The terms of the license agreement are set forth in Exhibit H – Contractor Documents, Attachment 1 – Legal Files Software Inc. End User License Agreement.

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EXHIBIT E – ADMINISTRATIVE SERVICES

EXHIBIT E – ADMINISTRATIVE SERVICES

1. DISPUTE RESOLUTION

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the Party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other Party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted under the Contract.

The Parties shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the Parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

Table E-1.			
DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE			
LEVEL	CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT	CUMULATIVE ALLOTTED TIME
Primary	Gordon Hack	Elizabeth M. Menard, Board Clerk, NH HAB	5 Days
First	Gordon Hack	Elizabeth M. Menard, Board Clerk, NH HAB	10 Days

The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other Party. Subsequent allotted time is days from the date that the original Invoking Party's notice is received by the other Party.

2. ACCESS AND COOPERATION

Subject to the terms of this Agreement and applicable laws, regulations, and policies, the State will provide the Contractor with access to all program files, libraries, personal computer-based Systems, Software packages, Network Systems, security Systems, and hardware as required to complete the contracted Services.

3. RECORD RETENTION

Contractor and its Subcontractors shall maintain all Project records including but not limited to books, records, documents, and other evidence of accounting procedures and practices, which

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EXHIBIT E – ADMINISTRATIVE SERVICES

properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Contractor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year Term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. Contractor shall include the record retention and Review requirements of this section in any of its subcontracts.

4. ACCOUNTING

Contractor shall maintain an accounting System in accordance with Generally Accepted Accounting Principles (GAAP). The costs applicable to the Contract shall be ascertainable from the accounting System.

5. AUDIT

The Contractor shall allow the State to audit conformance to the contract terms. The State may perform this audit or contract with a third-party at its discretion and at the State's expense.

6. MISCELLANEOUS WORK REQUIREMENTS

6.1 Access to State Systems

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or data of any kind (hereinafter "Information"), Contractor understands and agrees to abide by all policy and procedures documented in the New Hampshire Statewide Information Security Manual (available on request) or derivatives and the following rules:

6.1.1. Computer Use

a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.

b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Contractor access or attempt to access any information without having the express authority to do so.

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c. That at no time shall Contractor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.

d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times Contractor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by Contractor Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

e. That if Contractor is found to be in violation of any of the above-stated rules, the Contractor may face default and termination under the Agreement and the individual may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

f. That computer use shall follow the State standard policy (Statewide Computer Use Policy is available upon request)

6.1.2. Email Use

Email and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as "internal email systems" or "State-funded email systems." Contractor understands and agrees that use of email shall follow State standard policy (Statewide Computer Use Policy is available upon request).

6.1.3. Internet/Intranet Use

The Internet/Intranet is to be used for access to and distribution of information in direct support of the business of the State of New Hampshire according to State standard policy (Statewide Computer Use Policy is available upon request).

6.2 State Website Copyright

All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State. The State shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State's copyright.

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EXHIBIT F – TERMS AND DEFINITIONS

EXHIBIT F – TERMS AND CONDITIONS

The following general contracting terms and definitions apply except as specifically noted elsewhere in this Contract.

TERM	DEFINITION
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Confidential Information	Information required to be kept Confidential and restricted from unauthorized disclosure under the Contract. "Confidential Information" or "Confidential Data" means all private/restricted confidential information disclosed by one party to the other. Confidential Information includes any and all information owned or managed by the State of NH of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
Data	State records, files, forms, electronic information and other documents or information, in either electronic or paper form, that will be used /converted by the Contractor during the contract term.

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EXHIBIT E – ADMINISTRATIVE SERVICES

Data Breach	Data Breach means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for anything other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Data Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
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EXHIBIT F – TERMS AND DEFINITIONS

Deficiency (-ies)/Defects	A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, code, or other), provided by the Contractor to the State or under the terms of a Contract requirement.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Enhancements	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.
Hosted Services	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.
Hosted System	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosted Services.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
Implementation	The process for making the System fully Operational for processing the Data.
Non-Public Information	Information, other than Personal Information, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
Operational	Operational means that the System is ready for use and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued Acceptance.

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Contractor Initials: J/K/C
Date: 6/10/24

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EXHIBIT F – TERMS AND DEFINITIONS

Personal Information	"Personal Information" (or "PI") or "Personally Identifiable Information" (PII) means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Proposal	A written plan put forth by a Vendor for consideration in response to a solicitation by the State.
Security Incident	"Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
Services	The work or labor to be performed by the Contractor on the Project as described in a contract.
Software	All Custom, SAAS and COTS computer programs and applications provided by the Contractor under the Contract.
Software Deliverables	All Custom, SAAS and COTS Software and Enhancements.
Software License	Licenses provided to the State under this Contract.
Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

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EXHIBIT F – TERMS AND DEFINITIONS

Specifications	Written details that set forth the requirements which include, without limitation, the RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State Data	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State's hardware, the Contractor's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Contractor which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor.
System	All Software, specified hardware, interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Term	Period of the Contract from the Effective Date through the Completion Date identified in the P-37 General Provisions or termination.
Verification	Supports the confirmation of authority to enter a computer system application or network.
Warranty	The conditions under, and period during, which the Contractor will repair, replace, or other compensate for, the defective item without cost to the buyer or user. It also delineates the rights and obligations of both parties in case of a claim or dispute.
Warranty Period	A period of coverage during which the Contractor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.

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EXHIBIT F – TERMS AND DEFINITIONS

Work Plan	Documentation that details the activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix B: <i>Business/Technical Requirements and Deliverables</i> . The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
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EXHIBIT G – CONTRACTOR DOCUMENTS

EXHIBIT G – CONTRACTOR CERTIFICATES

CONTRACTOR CERTIFICATES

- a. Certification Regarding Lobbying
- b. Certification Regarding Debarment and Suspension
- c. Contractor's Certificate of Good Standing
- d. Contractor's Certificate of Vote/Authority
- e. Contractor's Certificate of Insurance

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EXHIBIT G – CONTRACTOR DOCUMENTS

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

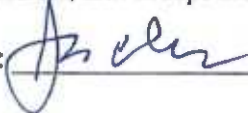
a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I acknowledge, understand, and accept these terms and conditions:

Contractor Signature: 

Date: 6/10/24

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EXHIBIT G – CONTRACTOR DOCUMENTS

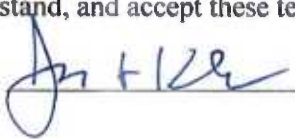
CERTIFICATE REGARDING DEBARMENT, SUSPENSION, AND OTHERS

Certification Regarding Debarment, Suspension, and Other Responsibility Matters –

Primary Covered Transactions.

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and all its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

I acknowledge, understand, and accept these terms and conditions:

Contractor Signature:  Date: 6/10/24

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Contractor Initials: JH
Date: 6/10/24

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EXHIBIT G – CONTRACTOR DOCUMENTS

EXHIBIT H – ATTACHMENTS AND CONTRACTOR DOCUMENTS

ATTACHMENTS

- a. Attachment 1 – Legal Files Software Inc. End User License Agreement



End User License Agreement

This End User License Agreement (this "Agreement"), effective as of the date of last signature below (the "Effective Date"), is entered into by and between Legal Files Software, Inc. ("Licensor"), an Illinois corporation, and the "Customer" identified below.

I. CUSTOMER INFORMATION

Full Legal Name: New Hampshire Housing Appeals Board

Billing Address: 107 Pleasant Street, Room 206
Concord, NH 03301

Primary Contact: Elizabeth M. Menard Email: Elizabeth.m.menard@hab.nh.gov

Phone: (603) 271-1198

Billing Contact: Elizabeth M. Menard Email: Elizabeth.m.menard@hab.nh.gov

Phone: (603) 271-1198

II. TERMS AND CONDITIONS

The Agreement consists of this cover page and the following Exhibits attached hereto, and incorporated herein by this reference:

Exhibit A: General Terms and Conditions

Exhibit B: Services and Support Policy

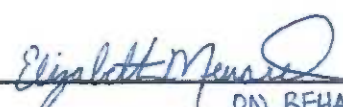
Exhibit C: Order Form

III. SIGNATURE BLOCK

All software is licensed and services are provided subject to and in accordance with the provisions of this Agreement. Each party, by the signature of its authorized representative below, acknowledges that it has reviewed and understands, and agrees to be legally bound by the provisions of this Agreement.

Customer: New Hampshire Housing Appeals Board

Legal Files Software, Inc.

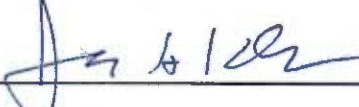
By: 

ON BEHALF OF

Name: David J. Rogers

Title: Chair

Date: June 10, 2024

By: 

Name: John A. Kanoski

Title: CEO

Date: 6/10/24



Exhibit A
General Terms and Conditions

1. Overview. The State of New Hampshire Housing Appeals Board Contract #2024-138 inclusive of Exhibits A to H ("HAB Contract #2024-138"), and these General Terms and Conditions for the End User License Agreement ("Agreement"), set forth the terms on which, pursuant to the Order attached hereto as **Exhibit C** and any subsequent orders placed by Customer and accepted by Licensor (each an "Order"), Licensor shall provide Customer with: (a) a subscription-based license to use the Licensor software applications, modules, and associated content ("Software") identified in and licensed to Customer under a corresponding Order; and (b) maintenance and technical support, installation, training, data conversion, and other professional services ("Services") provided or made available by Licensor to Customer in connection therewith. The Contract #2024-138 takes precedence and is controlling in the event of any conflict between it and the Agreement.

2. License. Subject to the provisions of this Agreement and the corresponding Order, Licensor grants Customer a subscription-based, non-exclusive, non-transferable, non-sublicensable license to: (a) install a single production instance of the Software in accordance with the Documentation and in compliance with all applicable laws (unless additional production or non-production instances are expressly identified in and licensed under the Order) on Customer's compatible computer systems located on Customer's premises or at a third party hosting facility in accordance with the "Hosting" section below; (b) make the Software available for use by up to the number of named (i.e., non-concurrent) individual employees and contract staff of Customer and its wholly-owned subsidiaries for which Customer has paid the applicable license fees ("Users"); and (c) make a single copy of the Software solely for back-up purposes. Customer's license is strictly limited to installation and use of the Software for Customer's internal business purposes, in accordance with Licensor's then-current online help manual and end user documentation for the Software ("Documentation"), and subject to any additional requirements set forth in the Order.

3. License Restrictions. Customer shall not, nor shall Customer authorize or permit any other person or entity to: (a) use or make the Software available for use by non-Users, or in excess of the Users for which Customer has purchased licenses; (b) allow User credentials to be shared or used by more than one individual (except for Customer's bona fide, non-temporary transfer of credentials from one individual to another in connection with a User's re-assignment, departure, or similar event); (c) sublicense, lease, rent, loan, distribute, publicly display, publicly perform, transfer, or otherwise make the Software or Documentation available for use by third parties; (d) modify, adapt, alter, translate, or create derivative works of the Software or Documentation; (e) merge the Software with any other software; (f) use the Software in or as part of a service bureau, timesharing, or outsourcing capacity, including acting as an ASP, host or data processor for any third party; (g) reference, rely upon, study, or otherwise use the Software or Documentation to develop a similar, alternative, or competing product or service; (h) use or distribute the Software in violation of any import, export, re-export or other applicable laws or regulations; (i) attempt to deactivate, bypass, or otherwise circumvent the license keys or other security measures for the Software; (j) remove or obscure any copyright or other proprietary rights notices, trademarks, logos or trade designations for the Software or Documentation; or (k) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Software.

4. Installation; Updates. After receipt of the required up-front payment under the corresponding Order, Licensor shall make the Software available to Customer for remote download from Licensor's customer portal or via other mutually acceptable means. During the term of Customer's maintenance and technical support subscription under the corresponding Order, Licensor shall make available to Customer bug fixes, service packs, updates, and upgrades for the Software that Licensor issues for general availability release ("Updates") in the same manner. Updates do not include separately licensed applications, modules, or content, or new versions incorporating platform upgrades or substantial additional functionality that Licensor makes generally available for an additional or separate license fee. All Updates are licensed to Customer as part of the Software under and subject to the license and other provisions of this Agreement and the corresponding Order.

5. Maintenance and Support; Additional Services. During the term of Customer's maintenance and technical support subscription under the corresponding Order, Licensor shall (a) provide maintenance and technical support for the Software as provided in the Order, (b) if purchased by Customer, provide managed services for Customer's on premise or hosted installation of the Software, and (c) make available for purchase by Customer any additional installation, training, data conversion, and other Services that Licensor

makes generally available to licensees of the Software. All such Services are provided subject to and in accordance with this Agreement and Licensor's Services and Support Policy, the most current version of which is attached hereto as Exhibit B. Customer acknowledges that Licensor is responsible only for those Services documented and within scope of the Order. Any additional or out-of-scope Services requested by Customer shall be subject to Licensor's availability and Customer's payment of the additional corresponding fees and charges. Licensor reserves the right to suspend performance of Support and other Services if Customer is delinquent in payment or otherwise in material breach of its obligations hereunder.

6. Hosting. The Software will be installed on servers owned by the State of New Hampshire.

7. Customer Responsibilities. Customer is responsible for: (a) assigning qualified personnel to coordinate with Licensor regarding Services and manage Customer's responsibilities as outlined in this Agreement and the corresponding Order; (b) procuring, installing and maintaining all client-side equipment and third-party software, and peripherals required to install and use the Software, including operating system and browser software and network connectivity meeting Licensor's then-current system requirements; and (c) the accuracy, quality, integrity, reliability, and suitability of all data that Customer inputs, processes or stores using the Software, including securing all necessary licenses and permissions therefor (it being understood that Customer shall at all times remain the primary custodian and record keeper of its data); (d) creating a restore point for its systems and backing up all data; (e) adopting reasonable measures to safeguard Customer's facilities, systems and network; and (f) performing any other Customer responsibilities identified in this Agreement or the applicable Order.

8. Pricing and Payment. All Software and Services are billed at the pricing and in accordance with the payment schedule set forth in the corresponding Order with payment due net 30 days after the date of invoice. Licensor reserves the right to require a retainer in advance of any larger projects. All amounts are stated and payable in U.S. Dollars, and, except as otherwise expressly stated herein, are non-refundable. The fees are exclusive of any taxes or duties associated with the Software and Services, however designated or levied in any jurisdiction by any taxing authority. Customer is solely responsible for all such taxes and duties, excluding taxes based on Licensor's net income. The fees are exclusive of travel, meals, lodging and expenses for on-site services, which shall be invoiced by Licensor as incurred and reimbursed by Customer net 30 days after the date of invoice. Licensor reserves the right to charge interest on overdue amounts at the lesser rate of 1.5% per month (18% per annum), or the maximum rate permitted by applicable law, accruing from the due date until the date paid. In the event any amount owed by Customer requires collection efforts, Customer agrees to reimburse Licensor for all reasonable costs of collection.

9. Term; Termination.

(a) Term of Agreement. This Agreement shall commence on the Effective Date and continue in full force and effect for so long as Licensor provides any Software or Services to Customer under one or more Orders, unless otherwise terminated as set forth herein.

(b) License and Support Term; Renewal. The term of Customer's Software license and associated Software maintenance and technical support subscription is as set forth in the corresponding Order. Unless otherwise expressly stated in the Order, subscriptions are billed annually in advance at Licensor's then-current pricing, and shall automatically renew on an annual basis, unless either party provides at least 60 days' prior written notice of non-renewal. If Customer allows subscriptions to lapse, Licensor reserves the right to condition reinstatement on payment of fees for back subscription fees and charges, as well any professional services required to bring Customer's configuration current.

(c) Termination. Either party may terminate this Agreement and/or any Order: (i) if the other party materially breaches this Agreement or the Order (including non-payment) and fails to cure the breach within 30 days (or 15 days for non-payment) after receiving written notice thereof; (ii) if the other party becomes or is declared insolvent, makes a general assignment for the benefit of creditors, suffers a receiver to be appointed for it, enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations, files a voluntary petition in bankruptcy, or has an involuntary petition in bankruptcy filed against it, which petition is not dismissed with prejudice within 60 days after the filing thereof; or (iii) for any other basis expressly set forth in the applicable Order. Termination does not relieve Customer of its obligation to pay for all Software and Services ordered prior to termination.

(d) Effects of Termination. Upon the expiration or termination of this Agreement and/or Customer's Software licenses under a corresponding Order for any reason: (i) Customer's license to the Software shall automatically and immediately terminate; (ii) Customer shall immediately discontinue all use of the Software and shall promptly (within 5 days) uninstall and remove any remnants of the Software and Documentation from its computers, network, and systems, and destroy (or return to Licensor) all tangible copies of the Software and Documentation in its possession; and (iii) Customer shall pay all amounts due and owing to Licensor. Sections 3, 9, 12, 13, 14, 15, 16, 18 and 19, and any other provisions of this Agreement which by their terms or nature are intended to survive, shall survive the expiration or termination of this Agreement for any reason, and shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.

10. **Software Warranty.** For a period of 90 days after the date the Software is first made available to Customer for installation (or with respect to a later, separately purchased application or module not provided as an Update, the date such separately purchased application or module is first made available to Customer for installation), Licensor warrants that the Software (or such separately purchased application or module), when properly installed and used by Customer in accordance with this Agreement, shall operate in all material respects in accordance with the technical specifications set forth in Documentation. The foregoing warranty is subject to Customer notifying Licensor promptly, and in any event within 30 days after discovery of the nonconformity, of a breach of the foregoing warranty, and providing all information and assistance reasonably requested by Licensor in connection therewith. Upon receiving such timely notice, as Licensor's entire obligation and Customer's sole and exclusive remedy, Licensor shall provide a workaround for or otherwise remedy the nonconforming Software at no additional charge to Customer, or if Licensor is unable to do so within 60 days after receipt of Customer's warranty claim, accept return of the nonconforming Software in exchange for a refund of the corresponding Software license fees paid.

11. **Services Warranty.** Licensor warrants that it shall perform the Services in a professional and workmanlike manner, consistent with generally accepted industry standards and practices. The foregoing warranty is subject to Customer notifying Licensor promptly, and in any event within 30 days after the date of performance of the nonconforming Services, of a breach of the foregoing warranty, and providing all information and assistance reasonably requested by Licensor in connection therewith. Upon receiving such timely notice, as Licensor's entire obligation and Customer's sole and exclusive remedy, Licensor shall use commercially reasonable efforts to remedy the nonconforming Services at no additional charge to Customer.

12. **Exclusions.** The Software and Services warranties exclude, and Licensor assumes no obligations or liability under warranty, support, or otherwise for: (i) problems caused by misuse, neglect or abuse of the Software; (ii) modifications to the Software or to Customer's database structure not made or approved by Licensor; (iii) failure to install and use the most current release of the Software or the immediately prior release, or to implement Updates, recommendations or solutions previously supplied or made available by Licensor; (iv) Customer's network, firewall, systems, hardware, third party software, or data, including a decision to operate on a system incompatible with the then-current system requirements for the Software; (v) back-up, replication or recovery of files or data, including corruption or loss of data or Software due to Customer hardware failure or fault (although Licensor shall use reasonable efforts to assist if such problems arise); or (vi) Customer's failure or delay to perform its responsibilities, acts or omissions of third parties, telecommunications failures, or force majeure or other events beyond Licensor's reasonable control. Licensor reserves the right to charge at its then-current rates for time spent responding to, investigating, or resolving out-of-scope warranty and support requests.

13. **Customer Responsible for Legal Services.** The Software is intended for use by qualified legal professionals in connection with case management and related activities. Licensor does not provide legal advice, and neither the Software nor the Services should be viewed or relied upon as a substitute for the counsel and independent judgment of an attorney or other legal professional. Customer is solely responsible for its provision (or receipt) of legal services, and for its selection and use of the Software and Services in connection therewith. Customer shall indemnify, defend and hold Licensor harmless from and against any and all claims, demands, suits, damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or resulting from any legal services provided or received by Customer or the use, non-use or misuse of the Software or the Services in connection therewith.

14. **DISCLAIMER.** EXCEPT FOR THE EXPRESS SOFTWARE AND SERVICES WARRANTIES SET FORTH ABOVE, THE SOFTWARE AND SERVICES ARE PROVIDED "AS IS" WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, LICENSOR HEREBY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR RESULTS. LICENSOR DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE OR SERVICES WILL OPERATE UNINTERRUPTED OR ERROR-FREE, OR MEET CUSTOMER'S PARTICULAR BUSINESS, TECHNICAL OR OTHER REQUIREMENTS. CUSTOMER IS SOLELY RESPONSIBLE FOR THE SECURITY AND INTEGRITY OF ITS NETWORK, SYSTEMS AND DATA. THE SOFTWARE AND SERVICES MAY BE SUBJECT TO TRANSMISSION ERRORS, DELIVERY FAILURES, DELAYS, AND OTHER LIMITATIONS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. NO EMPLOYEE OR AGENT HAS AUTHORITY TO BIND LICENSOR TO ANY REPRESENTATIONS OR WARRANTIES NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.

15. **Confidentiality.** From time to time in connection with this Agreement, each party may receive, observe or otherwise be provided with certain confidential information of the other party, its affiliates or suppliers, in written, visual or oral form, including but not limited to business, marketing, sales, technical, creative, human resources, customer and other information that a person familiar with the party's industry would consider confidential in nature (collectively, "**Confidential Information**"). Confidential Information does not include information that: (i) was known by the receiving party prior to any disclosure by the disclosing party; (ii) is disclosed to the receiving party on a non-confidential basis by a third party that is legally entitled to make such disclosure; (iii) is independently developed by the receiving party without reference to or reliance on the disclosing party's information; (iv) is generally known or available to the public or in the public domain; or (v) is required to be disclosed by law, subpoena, or court order, but then only to the extent necessary to comply with the foregoing, and provided that the disclosing party is notified in advance so that it may seek to

contest, limit or modify such disclosure. Each party shall hold the Confidential Information of the other party in confidence, exercising at least the same care used to protect its own Confidential Information of a similar nature, but no less than reasonable care. Each party shall access, use and disclose Confidential Information of the other party only for the limited purpose of exercising its rights and fulfilling its obligations under this Agreement, or as otherwise expressly authorized in writing by the other party. Upon the expiration or termination of this Agreement, each party shall promptly return to the other party or destroy all Confidential Information of the other party in its possession, and upon written request of the other party, certify in writing that it has retained no copies or summaries of the same.

16. Proprietary Rights. Notwithstanding any references to "purchase," "sale" or similar terms in this Agreement or the Order, the Software is licensed, not sold. Licensor and its suppliers retain exclusive right, title and interest in and to the Software (in both binary executable code and source code form) and Services, including the program architecture, design, coding methodology, Documentation, screen shots and "look and feel" therefor, all Updates and other enhancements, modifications and improvements thereto, all goodwill associated with the foregoing, and all present and future copyrights, trademarks, trade secrets, patent rights and other proprietary and intellectual property rights of any nature throughout the world embodied therein and appurtenant thereto. All rights and licenses not expressly granted to Customer in this Agreement are reserved by Licensor and its suppliers. From time to time, Customer may provide suggestions, comments, ideas, or other feedback regarding the products or services of Licensor. Licensor shall be free to access, use, disclose, and otherwise commercialize and use such feedback, including for developing improvements to its products and services, free of any claims, payment obligations, or proprietary, confidentiality or other restrictions of any kind.

17. IP Infringement Indemnity. Licensor shall defend at its own expense any claim brought against Customer by a third party in a court of competent jurisdiction alleging that the Software infringes such third party's copyright, United States patent, or registered trademark or misappropriates such third party's trade secrets, and shall indemnify and hold Customer harmless from and against those costs and damages awarded to such third party, or agreed to by Licensor in a monetary settlement, that are specifically attributable to such claim. The foregoing obligations of Licensor are subject to Customer notifying Licensor promptly in writing of such claim, providing Licensor sole control over the defense and settlement thereof (provided, however, Customer may participate in the defense or settlement of such claim at its own expense with counsel of its choice), and providing all information and assistance reasonably requested by Licensor in connection therewith. Notwithstanding the foregoing, Licensor shall have no obligation or liability for any claim to the extent arising out of or resulting in whole or in part from: (i) unauthorized use or misuse of the Software by Customer or its Users; (ii) modifications to the Software not made by Licensor; (iii) blueprints, designs or other materials supplied by Customer; (iv) combination of the Software with hardware, software or other items not supplied by Licensor; (v) use of the Software as part of a Customer or third party method or system; (vi) use of an unsupported version of the Software; (vii) the specific data or type(s) of data input, processed or stored by Customer using the Software; or (viii) any third party products and services bundled or integrated with the Software or otherwise made available by Licensor to Customer (it being understood such products and services are subject to the license and terms of the respective third party suppliers, and are warranted if at all only as expressly provided by such suppliers). In the event Licensor has reason to believe that the Software is or may become subject to an infringement claim, in addition to Licensor's indemnification obligation, Licensor shall have the right to modify the Software so that it becomes non-infringing, to secure the right for Customer to continue using the Software, or, if the foregoing options are not commercially practicable, as determined by Licensor in its reasonable discretion, to terminate this Agreement and/or the corresponding Order and accept return of the Software in exchange for a prorated refund of any prepayments made by Customer in respect of the remaining subscription period after the date of termination.

18. LIMITATIONS ON LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, PUNITIVE OR SIMILAR DAMAGES ARISING OUT OF OR RELATED TO THE SOFTWARE, THE SERVICES OR THIS AGREEMENT, INCLUDING LOSS OF BUSINESS, PROFITS, OR REVENUE, LOSS OR DESTRUCTION OF DATA, OR BUSINESS INTERRUPTION OR DOWNTIME, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL CUMULATIVE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THE SOFTWARE, THE SERVICES AND THIS AGREEMENT SHALL NOT, REGARDLESS OF THE NUMBER OF INCIDENTS OR CAUSES GIVING RISE TO ANY SUCH LIABILITY, EXCEED THE TOTAL FEES PAID BY CUSTOMER TO LICENSOR UNDER THE CORRESPONDING ORDER IN THE TWELVE (12) MONTHS PRIOR TO THE ACCRUAL OF THE FIRST SUCH CLAIM OR ONE THOUSAND U.S. DOLLARS (\$1,000), WHICHEVER IS GREATER. THE LIMITATIONS ON LIABILITY IN THIS SECTION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, REGARDLESS OF THE CAUSE OF ACTION OR BASIS OF LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY, OR OTHERWISE); PROVIDED, HOWEVER, SUCH LIMITATIONS SHALL NOT APPLY TO, OR LIMIT THE LIABILITY OF A PARTY FOR ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR IN THE CASE OF CUSTOMER, FULFILLMENT OR BREACH OF ITS OBLIGATIONS UNDER SECTION 3 ("LICENSE RESTRICTIONS"), SECTION 8 ("PRICING AND PAYMENT"), OR SECTION 13 ("CUSTOMER RESPONSIBLE FOR LEGAL SERVICES"). THESE LIMITATIONS ON LIABILITY ARE AN ESSENTIAL PART OF THIS AGREEMENT, AND SHALL BE VALID AND BINDING EVEN IF ANY REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE.

19. Miscellaneous

(a) *Governing Law.* This Agreement shall be governed and interpreted for all purposes by the laws of the State of New Hampshire, U.S.A., without reference to any conflict of laws principles that would require the application of the laws of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (as enacted by any jurisdiction) do not and shall not apply to this Agreement, and are hereby specifically excluded.

(b) *Jurisdiction; Venue.* Any dispute, action or proceeding arising out of or related to the Software, the Services or this Agreement shall be commenced in the state courts of Merrimack County, New Hampshire or, where proper subject matter jurisdiction exists, the United States District Court for the District of New Hampshire. Each party submits to the personal jurisdiction and exclusive venue of such courts and irrevocably waives any objections thereto, including based on *forum non conveniens*.

(c) *Notices.* All notices under this Agreement shall be in writing and in the English language, and shall be delivered personally or by postage prepaid certified mail or express courier service, return receipt requested, to the other party's address set forth in the most recent Order for Software or Services. Either party may change its address for notices from time to time by providing written notice of such change to the other party in the foregoing manner.

(d) *Assignments.* Neither party may assign or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the other party; provided, however: (i) Licensor may fulfill appropriate duties under this Agreement through its qualified subcontractors, provided that Licensor remains responsible for the performance of such subcontractors; and (ii) Licensor may assign this Agreement to an affiliate, successor, or acquirer in connection with Licensor's merger, acquisition, corporate reorganization, or sale of all or substantially all of its business or assets to which this Agreement relates. Any attempted assignment or transfer in violation of the foregoing shall be null and void from the beginning and of no effect.

(e) *Relationship; Third Party Beneficiaries.* The parties hereto are independent contractors. Nothing in this Agreement shall be deemed to create any agency, employment, partnership, fiduciary or joint venture relationship between the Licensor and the State of New Hampshire, or to give any third party any rights or remedies under or by reason of this Agreement; provided, however, the disclaimers, limitations on liability and contractual indemnification protections in this Agreement shall extend to the parties' respective directors, officers, employees, agents, and affiliates.

(f) *Equitable Relief.* The Software and Documentation comprise the confidential and proprietary information of Licensor and its suppliers, constitute valuable trade secrets, and are protected by federal and international copyright laws and treaties. Customer acknowledges that its breach of the license or ownership provisions of this Agreement would cause irreparable harm to Licensor, the extent of which would be difficult and impracticable to assess, and that money damages would not be an adequate remedy for such breach. Accordingly, in addition to all other remedies available at law or in equity, and as an express exception to the jurisdiction and venue requirements of this Agreement, Licensor shall be entitled to seek temporary or permanent injunctive or other equitable relief in the State of New Hampshire, Merrimack County Superior Court.

(g) *Audit.* During the term of this Agreement and for 12 months thereafter, Customer agrees to complete and return promptly any Software usage questionnaires issued by Licensor, to provide Licensor and/or its designated auditor with reasonable access to Customer's relevant facilities, systems, and records to verify that Customer's use of the Software is in compliance with the provisions of this Agreement, and to promptly pay any amounts determined to be due and owing as a result of such audits. All audits shall be conducted in a reasonable manner at Licensor's expense and shall occur no more than once annually; provided, however, if an audit reveals or Licensor reasonably suspects material non-compliance, Licensor may conduct additional audits until compliance is achieved. If an audit reveals material noncompliance by Customer, Customer shall reimburse Licensor for the reasonable costs of the audit, in addition to payment of any shortfall determined to be due and owing.

(h) *U.S. Government Restricted Rights.* The Software and Documentation are licensed with RESTRICTED RIGHTS as "Commercial Items," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation is licensed (if at all) to U.S. Government end users only as Commercial Items, and with only those rights as are granted to other licensees pursuant to this Agreement.

(i) *Export Control.* The Software and underlying information and technology may not be accessed or used except as authorized by United States and other applicable law, and further subject to compliance with this Agreement. The Software may not be exported or re-exported into any U.S. embargoed countries, or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. Customer represents and warrants that Customer and its Users are not located in, under the control of, or a national or resident of any country or on any such list.

(j) *Amendment; Waiver.* This Agreement may be amended only by a written instrument signed by an authorized representative of each party. No right or obligation shall be waived by any act, omission or knowledge of a party, except by an instrument in writing expressly waiving such right or obligation and signed by an authorized representative of the waiving party. Any waiver on one occasion shall not constitute a waiver on subsequent occasions.

(k) *Severability; Construction.* If any provision of this Agreement is determined to be invalid or unenforceable under applicable law, such provision shall be amended by a court of competent jurisdiction to accomplish the objectives of such provision to the greatest extent possible under applicable law, or severed from this Agreement if such amendment is not possible, and the remaining provisions of this Agreement shall continue in full force and effect. The headings in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The term "including" as used herein means "including without limitation." The terms "herein," "hereto," "hereof," and similar variations refer to this Agreement as a whole, rather than to any particular section.

(l) *Counterparts; Facsimile.* This Agreement may be signed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument. Any signature may be delivered by facsimile (including signed PDF, JPEG or similar electronic copy attached to an email), which shall have the same effect as an original signature.

(m) *Entire Agreement.* This Agreement and Contract #2024-138 sets forth the entire agreement of the parties, and supersedes all prior and contemporaneous proposals, agreements and understandings, whether written or oral, pertaining to the subject matter hereof. Where Customer requires a purchase order as part of its procurement process, such purchase order may be issued for administrative purposes only. Any additional or conflicting terms proposed by Customer in any purchase order, request for proposal, acknowledgement, or other writing shall not be binding on Licensor, and are hereby objected to and expressly rejected.

(n) *Cooperative Purchasing Arrangements.* Licensor and Customer support cooperative purchasing arrangements pursuant to which one or more public sector entities may purchase additional Software and Services under an existing contract between Licensor and another public sector entity. Licensor and the additional public sector entity(s) may enter into an addendum to this Agreement that outlines the additional Software and Services purchased, subject to the existing terms of this Agreement. Any such arrangement is subject to the consent of all parties involved.



Exhibit B
Services and Support Policy

This Services and Support Policy describes the installation, training, data conversion, maintenance, technical support, and other Services made available by Licensor for the Software, and details Licensor's and Customer's responsibilities in connection with any Order for such Services.

A. Installation

Licensor will deliver the Software for installation at Customer's site, and will provide installation instructions that must be followed by Customer for the installation. Customer is primarily responsible for installation and configuration of the Software, and its personnel should be experienced in the network, database, and server platforms on which the Software and database will run.

In connection with Customers' initial installation and configuration of the Software, Licensor will make available the following services:

- For application installation, up to 8 hours of technical telephone support to assist Customer's personnel with installation, at no additional charge.
- Additional remote installation assistance is available upon request, and will be billed at Licensor's then-current hourly consulting rate.

For purposes hereof, installation means the date that Customer first installs the Software on its server, exclusive of subsequent configuration or implementation work. If Customer does not install the Software within 90 days after order placement (subject to a day-for-day extension for any delay directly attributable to Licensor), the Software will be deemed to have been installed on such date, and any payments tied to installation will become due and payable.

B. Training

Licensor will provide any training ordered by Customer in accordance with Licensor's standard training methods and using its standard training materials. Training is provided at Licensor's then-current rate plus reimbursement of travel and expenses, if applicable.

C. Maintenance and Support

During the term of Customer's maintenance and technical support subscription under the corresponding Order, Licensor will make available maintenance and technical support to Customer in its use and operation of the Software comprised of the following:

(a) *Scope of Support.* Customer may contact Licensor with questions and troubleshooting related to use and operation of the Software, as well as for remote diagnosis and priority resolution of material bugs, errors or other malfunctions encountered using the Software. A bug, error or malfunction is deemed "material" if it represents a nonconformity of the Software with Licensor's then-current published specifications and materially interferes with or degrades usability of the Software.

(b) *Contacting Technical Support.* Support queries may be submitted by email at Support@LegalFiles.com or by phone at (217) 726-6400 during Licensor's normal business hours: Monday through Friday from 8:00 a.m. to 5:00 p.m. U.S. Central Time (excluding holidays). Customer must appoint one primary contact person and one alternate contact person who have been trained and are competent in use and operation of the Software to place technical support queries.

(c) *Classification of Issues.* When contacting Licensor for Support, Customer should assign an initial severity based on the severity level classifications listed below, and should provide a detailed description of the issue or support request. The initial assignment of severity may be raised or lowered by Licensor, in its reasonable discretion, based on the information provided by Customer and/or subsequent diagnosis or remediation efforts, including the availability of a work-around.

Level	Description
1	A problem with the Software which renders the Software inoperative or causes a significant and ongoing interruption to Customer's business activities.
2	A problem with the Software which degrades or disrupts operation, but does not cause a significant and ongoing interruption to Customer's business activities.
3	A problem with the Software which has only a minor impact on Customer's business activities, or for which an acceptable work-around is readily available.
4	General questions, suggestions, and feedback pertaining to use and operation of the Software.

(d) *Initial Response; Status Updates.* Licensor will use commercially reasonable efforts to provide an initial response and ongoing status updates for support requests within the target timeframes listed below. All timeframes are during Licensor's *normal business hours only*, and are further subject to Customer providing all information and assistance reasonably requested in connection therewith. Licensor will escalate support requests through its technical support channels as necessary to address covered support issues.

Level	Initial Response	Status Update
1	2 hours	Daily until workaround or correction available.
2	4 hours	Every 2 days until workaround or correction available.
3	1 day	As necessary or upon request.
4	2 days	As necessary or upon request.

(e) *Remote Access.* Upon request, Customer will provide Licensor remote access to Customer's computer system for the purpose of remote diagnostics. Any such remote access will be subject to Customer's remote access security policies and procedures as communicated to Licensor at the time.



Exhibit C
Order Form

Customer: The State of New Hampshire Housing Appeals Board

Order Date: June 26, 2024

Customer's purchase includes the following Legal Files® software, subscriptions, and professional services:

Software and Support Subscriptions

Description	Quantity	Extended
Named User License Subscription Includes: 4 Named User Licenses and a single production environment	4 Named User Licenses	\$520/month
Maintenance and Support Subscription	Included	Included
Subscription Total (1 st year):		\$6,240.00

Implementation and Training

Description	Unit Price	Quantity	Extended
Quick Start Installation Support – Remote (8 Hours)	Included	8	Included
Project Sessions-Management	\$200/hour	12	\$2,400.00
Administration Training and Configuration Assistance	\$200/hour	14	\$2,800.00
End User Training	\$200/hour	10	\$2,000.00
Implementation and Training Total:			\$7,200.00

Additional Implementation Services

Description	Unit Price	Quantity	Extended
Custom Data Conversion	\$200/hour	0	\$0
Custom Programming	\$200/hour	0	\$0

Payment Terms & Order Notes

1. Subscription Total for first year of subscription is due and payable in full on order placement. Thereafter, subscription fees are billed annually in advance (or as incurred for mid-subscription term purchases, as provided below), and due net 30 days after invoice date.
2. Implementation & Training Services Total is for the number of days and hours purchased at time of order placement. Total identified above is due and payable 50% with placement of order, balance on installation. Any additional services ordered by Customer are billed as incurred and due net 30 days after date of invoice.
3. Customer's subscription under this Order is for an initial term of 2 years commencing on the initial Order Date as stated above. After the initial term, subscription will renew automatically on an annual basis, unless non-renewed or terminated as provided in the Agreement.
4. Subscriptions, including additional licenses, modules, or custom software added mid-subscription term will be invoiced on a prorated basis for the remainder of Customer's then-current subscription year so that all subscriptions remain co-terminus. Added subscriptions are subject to the same initial term commitment and will renew on the same basis as Customer's base subscriptions.
5. Per unit subscription pricing is fixed for the initial subscription term. Thereafter, Licensor may adjust per unit subscription pricing, effective at the start of each subscription renewal term, by noting such change in the renewal invoice. Provided that Customer maintains at least the number of subscriptions initially ordered, per unit subscription pricing under this Order shall not increase by more than 5% per year.
6. Services rates and pricing are valid for 12 months from the initial Order Date. Thereafter, Licensor reserves the right to adjust Services rates, pricing, and availability no more than once annually to reflect Licensor's then-current offerings and pricing.
7. Any services scheduled and subsequently cancelled by Customer with less than 15 days' prior notice are subject to cancellation charges at the full scheduled daily and hourly rates, plus reimbursement of non-recoverable travel and expenses.

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 LEGAL FILES SOFTWARE, INC. is a Illinois Profit Corporation registered to transact business in New Hampshire on September 06, 2002. 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: 413163

Certificate Number: 0006702006



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 June A.D. 2024.

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

David M. Scanlan
Secretary of State



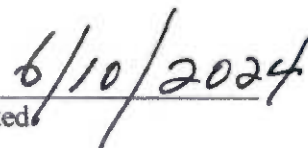
CERTIFICATE OF AUTHORITY

I, Ronald J. Kanoski, hereby certify that I am duly elected Secretary of Legal Files Software, Inc. I hereby certify the following is a true copy of a vote taken at a meeting of the shareholders, duly called and held on Monday, June 10, 2024, at which a quorum of the shareholders were present and voting.

VOTED: That John A. Kanoski, CEO is duly authorized to enter into contracts or agreements on behalf of Legal Files Software, Inc. with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have the full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.


Secretary


Dated



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/10/2024

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 TROXELL 214 South Grand Ave West Springfield IL 62704	CONTACT NAME: Heidi Gibson PHONE (A/C, No, Ext): (217) 528-7533 FAX (A/C, No): (217) 528-1041 E-MAIL: hgibson@troxellins.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Indemnity Co INSURER B: Cincinnati Casualty Company INSURER C: Hartford Fire Insurance Co INSURER D: INSURER E: INSURER F:
INSURED Legal Files Software, Inc. 801 S. Durkin Drive Springfield IL 62704-6027	NAIC # 23280 28665 19682

COVERAGES**CERTIFICATE NUMBER:** CL2453047223**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	ADDITIONAL SUBROGATION INSD 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 ☐ PROJECT ☐ LOC OTHER:		ECP0653778	06/06/2022	06/06/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		EBA0653778	06/06/2024	06/06/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		ECP0653778	06/06/2022	06/06/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	☒ 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	EWC0653774	06/06/2024	06/06/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Technology Errors & Omissions Cyber Privacy/Security		83TE0225091-23	06/23/2023	06/23/2024	Each Glitch \$2,000,000 Aggregate \$2,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

New Hampshire Housing Appeals Board Attn: David J. Rogers, Chair 107 Pleasant Street, Room 206 Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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