



GEORGE N. COPADIS, COMMISSIONER
RICHARD J. LAVERS, DEPUTY COMMISSIONER

June 6, 2024

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

REQUESTED ACTION

To authorize New Hampshire Employment Security (“NHES”) to enter into a **Sole Source** agreement with Geographic Solutions, Inc., Palm Harbor, FL in the amount not to exceed \$2,532,256.60 for maintenance, support, and hosting services for NHES’s Job Match System (“JMS”) from the date of Governor and Council approval or July 1, 2024, whichever is later, through June 30, 2027. 100% Federal Funds.

Funds are available in the following accounts for Fiscal Year 2025 and are anticipated to be available in Fiscal Years 2026 and 2027, contingent upon the availability and continued appropriation of funds in the future operating budgets, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

| | | SFY | | |
|------------------------------------------------|-----------------------------|------------|------------|------------|
| | | 2025 | 2026 | 2027 |
| 02-27-27-270010 DEPT OF EMPLOYMENT SECURITY | | | | |
| 8040-038-509038 | Agency Application Software | 291,831.20 | 298,062.70 | 298,062.70 |
| 01-03-03-030010 DEPT OF INFORMATION TECHNOLOGY | | | | |
| 7627-038-509038 | Agency Application Software | 548,100.00 | 548,100.00 | 548,100.00 |

EXPLANATION

NHES is requesting approval of the attached sole source agreement for maintenance, support, and hosting services for the Job Match System. The contract total of \$2,532,256.60 is for a three-year term beginning upon Governor and Council approval or July 1, 2024, whichever is later, through June 30, 2027.

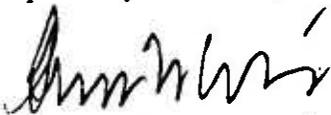
In 2009, NHES conducted a competitive bid process for a job match and labor exchange system to replace a homegrown system that was at the end of its life cycle. Geographic Solutions was the selected vendor at that time. Currently, at least thirty (30) other states utilize Geographic Solutions' JMS product.

NHES has regularly scanned the market of service providers in this space. In 2015, NHES issued a Request for Information seeking information from suppliers of competing job match systems to determine whether competing products should be considered in lieu of a sole source contract. NHES determined Geographic Solutions' JMS product to be most suited to NHES's needs.

NHES anticipates a competitive procurement at the conclusion of this contract term as it appears that the community of service providers in this space is once again growing.

In this current moment, NHES has determined a **sole source** contract is appropriate based on the familiarity of New Hampshire job seekers and employers utilizing this system for the past fifteen (15) years, the likelihood that competition is expected to grow within this space over the next few years and NHES will be in a better position to judge actual performance amongst competitors rather than promised but unrealized results and the minimal cost increase being proposed by Geographic Solutions. NHES has determined that JMS continues to provide the best solution for its business needs at the best price.

Respectfully submitted,



George N. Copadis
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doi

Denis Goulet
Commissioner

June 6, 2024

George N. Copadis, Commissioner
New Hampshire Employment Security
State of New Hampshire
45 S. Fruit Street
Concord, NH 03301

Dear Commissioner Copadis:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Geographic Solutions, Inc., as described below and referenced as DoIT No. 2025-002.

The purpose of this request is to provide licenses, maintenance, support, and hosting services for the NHES' Job Match System.

The Total Price Limitation shall be \$2,532,256.60, effective upon Governor and Council approval through June 30, 2027.

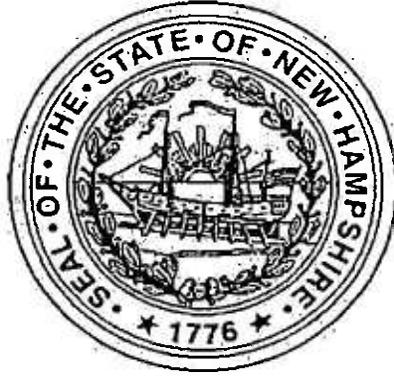
A copy of this letter must accompany New Hampshire Employment Security's submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/jd
DoIT #2025-002

cc: Bill Laycock, IT Manager



STATE OF NEW HAMPSHIRE

**Contract between New Hampshire Employment Security
(NHES) and Geographic Solutions, Inc.**

NHES 2024-06

**STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE EMPLOYMENT SECURITY (NHES)
CONTRACT BETWEEN NHES AND GEOGRAPHIC SOLUTIONS, INC.
TABLE OF CONTENTS**

Contents

| | |
|---------------------------------------------------------------------------------------------------|----|
| FORM NUMBER P-37 (version 12/11/2019)..... | 4 |
| EXHIBIT A - SPECIAL PROVISIONS | 9 |
| EXHIBIT B – STATEMENT OF WORK (SOW) BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES | 18 |
| 1. STATEMENT OF WORK..... | 18 |
| 3. ACTIVITY, DELIVERABLE, AND MILESTONE..... | 24 |
| 4. DELIVERABLE REVIEW AND ACCEPTANCE..... | 25 |
| 5. CHANGE ORDER | 26 |
| 6. IMPLEMENTATION SERVICES | 26 |
| 7. PROJECT MANAGEMENT..... | 27 |
| 10. MAINTENANCE, OPERATIONS AND SUPPORT..... | 30 |
| 11. DATA PROTECTION..... | 34 |
| 12. SOFTWARE AGREEMENT | 36 |
| 13. ADMINISTRATIVE SERVICES | 36 |
| 16. TERMS AND DEFINITIONS | 36 |
| 17. CONTRACTOR’S CERTIFICATES | 36 |
| EXHIBIT C – PRICE AND PAYMENT SCHEDULE | 38 |
| 1. CONTRACT PRICE..... | 38 |
| 2. TRAVEL EXPENSES | 38 |
| 3. SHIPPING FEES | 38 |
| 4. INVOICING | 38 |
| 5. INVOICE ADDRESS | 38 |
| 6. PAYMENT ADDRESS..... | 39 |
| 7. OVERPAYMENTS TO THE CONTRACTOR..... | 39 |
| 8. CREDITS..... | 39 |
| 9. PROJECT HOLDBACK..... | 39 |
| 10. PAYMENT SCHEDULE | 39 |
| EXHIBIT D – SOFTWARE LICENSE AGREEMENT | 41 |
| EXHIBIT E – ADMINISTRATIVE SERVICES | 44 |

**STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE EMPLOYMENT SECURITY (NHES)
CONTRACT BETWEEN NHES AND GEOGRAPHIC SOLUTIONS, INC.
TABLE OF CONTENTS**

| | |
|----------------------------------------------------------|----|
| 1. DISPUTE RESOLUTION..... | 44 |
| 2. ACCESS AND COOPERATION..... | 44 |
| 3. RECORD RETENTION..... | 44 |
| 4. ACCOUNTING..... | 45 |
| 5. AUDIT..... | 45 |
| 6. MISCELLANEOUS WORK REQUIREMENTS..... | 45 |
| EXHIBIT F – TERMS AND DEFINITIONS..... | 48 |
| EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES..... | 52 |
| 1. ATTACHMENTS..... | 52 |
| 2. CONTRACTOR CERTIFICATES..... | 52 |

Remainder of this page intentionally left blank

**STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE EMPLOYMENT SECURITY (NHES)
CONTRACT BETWEEN NHES AND GEOGRAPHIC SOLUTIONS, INC.
TABLE OF CONTENTS**

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|----------------------------------------------------------------------------------|----------------------------------------|
| 1.1 State Agency Name New Hampshire Employment Security | | 1.2 State Agency Address 45 South Fruit Street Concord, NH 03301 | |
| 1.3 Contractor Name Geographic Solutions, Inc. | | 1.4 Contractor Address 2570 Coral Landings Blvd Palm Harbor, FL 34684 | |
| 1.5 Contractor Phone Number 727-786-7955 | 1.6 Account Unit and Class 8040-038-509038 & 7627-038-509038 | 1.7 Completion Date June 30, 2027 | 1.8 Price Limitation \$2,532,256.60 |
| 1.9 Contracting Officer for State Agency George N. Copadis, Commissioner | | 1.10 State Agency Telephone Number 603-228-4000 | |
| 1.11 Contractor Signature:  Date: 6/6/2024 | | 1.12 Name and Title of Contractor Signatory Paul Toomey, President | |
| 1.13 State Agency Signature:  Date: 6/16/2024 | | 1.14 Name and Title of State Agency Signatory George N. Copadis, Commissioner | |
| 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: <i>Duncan A. Edgar</i> On: June 11, 2024 | | | |
| 1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____ | | | |

**STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE EMPLOYMENT SECURITY (NHES)
CONTRACT BETWEEN NHES AND GEOGRAPHIC SOLUTIONS, INC.
TABLE OF CONTENTS**

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

STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE EMPLOYMENT SECURITY (NHES)
CONTRACT BETWEEN NHES AND GEOGRAPHIC SOLUTIONS, INC.
TABLE OF CONTENTS

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

7. PERSONNEL.

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

7.2 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.

**STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE EMPLOYMENT SECURITY (NHES)
CONTRACT BETWEEN NHES AND GEOGRAPHIC SOLUTIONS, INC.
TABLE OF CONTENTS**

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.

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.

STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE EMPLOYMENT SECURITY (NHES)
CONTRACT BETWEEN NHES AND GEOGRAPHIC SOLUTIONS, INC.
TABLE OF CONTENTS

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.

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.

**STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE EMPLOYMENT SECURITY (NHES)
CONTRACT BETWEEN NHES AND GEOGRAPHIC SOLUTIONS, INC.
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 The effective date of the contract will be the date of Governor & Council approval or July 1, 2024, whichever is later.

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 shall pay the Contractor the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State and for the Services performed as identified in the Termination Report at Part I, P-37 General Conditions Section 9.2. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with the Termination Report and Contract Part 3 - Exhibit C: Price and Payment Schedule, of the Contract.

9.3 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Contractor to deliver to the State all State Data for such part of the Contract as has been terminated. 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. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
- f. Implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties;
- g. 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

**STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE EMPLOYMENT SECURITY (NHES)
CONTRACT BETWEEN NHES AND GEOGRAPHIC SOLUTIONS, INC.
EXHIBIT A – SPECIAL PROVISIONS**

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

h. 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 an additional cost as agreed to by the parties, to allow for the expired or terminated portion of the Services to continue without 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:
- shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;
 - 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;
 - 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
 - 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

**STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE EMPLOYMENT SECURITY (NHES)
CONTRACT BETWEEN NHES AND GEOGRAPHIC SOLUTIONS, INC.
EXHIBIT A – SPECIAL PROVISIONS**

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. Notwithstanding the foregoing, the State acknowledges that Contractor considers the Software and Documentation to be Confidential Information. 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 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;

immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns. Notwithstanding the foregoing, nothing herein shall prohibit the Contractor from assigning the Contract to the successor of all or substantially all of the assets or business of the Contractor provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that the Contractor should change ownership, as permitted under this Section, the State shall have the option to continue under the Contract with the Contractor, its successors or assigns for the full remaining term of the Contract; continue under the Contract with the Contractor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to the Contractor, its successors or assigns.

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

27. FORCE MAJEURE

**STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE EMPLOYMENT SECURITY (NHES)
CONTRACT BETWEEN NHES AND GEOGRAPHIC SOLUTIONS, INC.
EXHIBIT A – SPECIAL PROVISIONS**

- 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.

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. Excluding delays caused by Contractor's acts or omissions, Contractor shall not be responsible for any delay, act or omissions of such other vendors.

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. State of New Hampshire, New Hampshire Employment Security Contract Agreement NHES 2024-06 P-37 as amended by Exhibit A.
 - a. State of New Hampshire, New Hampshire Employment Security Contract Exhibits in order of precedence:
 - i. Exhibits B and C;
 - ii. Exhibit D;
 - iii. Exhibit E;
 - iv. Exhibit F;
 - v. Exhibit G.
- vi. Contractor's License Agreement

31. TERMINATION

Section 9.1 of Form P-37, General Provisions, is amended as follows:

STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE EMPLOYMENT SECURITY (NHES)
CONTRACT BETWEEN NHES AND GEOGRAPHIC SOLUTIONS, INC.
EXHIBIT A – SPECIAL PROVISIONS

Either party may terminate this agreement at any time. The party requesting termination must give the other party written notice, by certified mail, to so terminate at least sixty (60) days prior to effective date of termination.

32. CONFIDENTIALITY AND CRIMINAL RECORD

Contractor and each of its employees working on NHES property will be required to sign and submit **STATEMENT OF CONFIDENTIALITY OF RECORDS FORM** and a **CRIMINAL RECORD AUTHORIZATION FORM** prior to the start of any work. There is a fee for each background check required, which must be paid by the Contractor.

33. NH CERTIFICATE OF GOOD STANDING

Contractor must provide a **CERTIFICATE OF GOOD STANDING** from the NH Secretary of State.

34. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS IN PRIMARY COVERED TRANSACTIONS

Contractor certifies that the primary participant, and its principals, to the best of its knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or State agency. Contractor will inform NH Employment Security of any changes in the status regarding this statement.

35. DAVIS-BACON ACT (if applicable)

Davis-Bacon Act and Related Acts, apply to contractors and subcontractors performing on federally funded/assisted contracts in excess of \$2,000 for construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under these Acts, contractors and sub-contractors must pay laborers and mechanics prevailing wages and fringe benefits for corresponding work on similar projects in the area as determined by the Department of Labor. When there is no Davis-Bacon assignment, applicable Wage Determination is realized by using the lowest skilled craft above laborer, excluding power equipment rate.

36. AMERICANS WITH DISABILITIES ACT

The undersigned Contractor agrees to comply with all Federal, State and Local ADA rules and regulations.

37. DAMAGE (if applicable)

Contractor will agree that any damage to building(s), materials, equipment and/or other property during the performance of service will be repaired at

**STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE EMPLOYMENT SECURITY (NHES)
CONTRACT BETWEEN NHES AND GEOGRAPHIC SOLUTIONS, INC.
EXHIBIT A – SPECIAL PROVISIONS**

Contractor's expense. Contractor agrees to return all building(s), materials, equipment and/or property to its original or better condition and with acceptance by a representative of NHES. Contractor agrees to obtain approval of NHES representative assigned to project for any sub-contractor performing such repair work.

STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE EMPLOYMENT SECURITY (NHES)
CONTRACT BETWEEN NHES AND GEOGRAPHIC SOLUTIONS, INC.
EXHIBIT A – SPECIAL PROVISIONS

38. PAYMENT BOND/MILLER ACT (if applicable)

Contractor agrees to comply with The Miller Act bond requirement and NH RSA 447:16. A payment bond, with surety satisfactory for protection of all persons supplying labor and materials in carrying out construction, alteration, or repair work provided for in the contract may be required. Amount of payment bond will equal total amount payable by terms of contract unless officer awarding contract determines, in writing, that a payment bond in that amount is impractical, in which case contracting officer will set amount of payment bond. Amount of bond will not be less than total amount of contract. A Payment Bond is required for contracts \$30,000 or greater. A Performance Bond is required for contracts totaling \$100,000 or greater.

39. NON-DISCRIMINATION

In connection with the furnishing of services under the Contract, the Contractor agrees to comply with all laws, regulations, and orders of federal, state, county or municipal authority which impose any obligations or duties upon the Contractor, including but not limited to civil rights laws, non-discrimination laws and equal opportunity laws. During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, disability, national origin, marital status or veteran status, and will take appropriate steps to prevent such discrimination.

40. VENDOR APPLICATION/ALTERNATE W-9

In connection with this Contract, the Contractor shall have completed and filed a Vendor Application and Alternate W-9 Form with the New Hampshire Bureau of Purchase and Property.

41. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (if applicable)

For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

**STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE EMPLOYMENT SECURITY (NHES)
CONTRACT BETWEEN NHES AND GEOGRAPHIC SOLUTIONS, INC.
EXHIBIT A – SPECIAL PROVISIONS**

42. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (if applicable)

Contractor agrees to comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

43. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT (if applicable)

For contracts in excess of \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

44. BYRD ANTI-LOBBYING AMENDMENT (if applicable)

For contracts in excess of \$100,000, the Contractor certifies it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award/contract.

45. NEVER CONTRACT WITH THE ENEMY

Pursuant to 2 CFR 183.300, none of the funds received under contract with NHES shall be provided directly or indirectly to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

46. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT

Pursuant to 2 CFR 200.216, none of the funds received under contract with NHES shall be used to procure or obtain equipment, services, or systems that use(s) covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunication equipment produced by

**STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE EMPLOYMENT SECURITY (NHES)
CONTRACT BETWEEN NHES AND GEOGRAPHIC SOLUTIONS, INC.
EXHIBIT A – SPECIAL PROVISIONS**

Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

47. STEVENS AMENDMENT

This contract with NHES may be supported in part or in whole by the Employment and Training Administration (ETA) of the United States Department of Labor (USDOL) as part of awards received.

48. LIMITATION OF LIABILITY. Subject to applicable laws and regulations, in no event shall the Contract be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and Contractor's liability to the State shall not exceed two times (2X) the total contract price set forth in Part I, P-37- General Provisions, Box 1.8. Notwithstanding the foregoing, the limitation of liability in this Section shall not apply to Contractor's indemnification obligations set forth in Section 13 of Form P-37.. This provision shall survive the expiration or termination of the Contract.

Remainder of this page intentionally left blank

**STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE EMPLOYMENT SECURITY (NHES)
CONTRACT BETWEEN NHES AND GEOGRAPHIC SOLUTIONS, INC.
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

License Grant. Contractor is the owner of, or has acquired rights to, Software and Documentation known as Virtual OneStop (the "Program"), consisting of sixty-three modules. For the term of this Agreement, and in consideration of the License Fees set forth in Box 1.8 of Form P-37 and Part 3 - Exhibit C: Price and Payment Schedule, Contractor hereby grants to the State, a limited, non-exclusive, nontransferable and non-assignable license to access and use the package of computer and related materials identified in Attachment 1.

Scope of License. The State may use the Program and Documentation for servicing the needs of its business only and is authorized to use, access and display the Program and Documentation on any computer that the State uses within the scope of its business, including accessing the Program and Documentation via an internet or intranet computer. The grant of this license shall not transfer or vest the State with any intellectual property rights in and to the Program and Documentation. All rights to the Program and Documentation shall remain the exclusive right of Contractor.

User Type. The User Type for this Agreement is State residents and employers and NHES staff providing them workforce development and labor market information services.

Program Activation. Upon execution of this Agreement by both parties, Contractor will create the PROGRAM and DOCUMENTATION for NHES and make the PROGRAM and DOCUMENTATION available for access by NHES on the World Wide Web.

Installation. Contractor will install the Program on specific servers that are the property of Contractor. These servers will be accessible to the public and State staff via the Internet.

The Program will utilize data from State and Federal sources. Delays by State and Federal agencies in providing this data may affect the availability of some portions of the Program.

Third Party Database. The Program may access a database of businesses. The database of businesses is available through a master agreement between NHES and Infogroup, Inc. Use of the information from the database beyond that associated with the Program is prohibited without prior written consent from Infogroup, Inc. NHES shall not resell or duplicate the information contained in the Infogroup, Inc. database. NHES's authorized use of the Infogroup, Inc. databases ceases upon termination or expiration of this Agreement.

Program Activation. Upon receipt of the State's Notice to Proceed, Contractor will create the Program and Documentation for NHES and make the Program and Documentation available for access by NHES on the Internet.

STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE EMPLOYMENT SECURITY (NHES)
CONTRACT BETWEEN NHES AND GEOGRAPHIC SOLUTIONS, INC.
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

Ownership. NHES acknowledges that Contractor is the sole and exclusive owner of the Program and Documentation, including all modifications, updates, and revisions, and all intellectual property rights therein. NHES shall not have any right, title, or interest to any Program and Documentation, including all modifications, updates, and revisions. NHES shall secure and protect all Program, Documentation, Enhancement, Error Correction, and Maintenance Modification, including all modifications, updates and revisions consistent with the maintenance of Contractor's proprietary rights therein. Any data or information input into the Program by or on behalf of NHES during the term of this Agreement will become the property of NHES and will be treated as confidential by Contractor. All other data displayed in the system, unless otherwise noted, is the sole property of Contractor and is protected under U.S. copyright law.

COPIES. NHES is prohibited from copying the Program and Documentation, in whole or in part, except as specifically set forth in this Agreement.

1.1. General Project Assumptions

- a. The Contractor will provide project tracking tools and templates to record and manage issues, risks, Change Requests, requirements, decision sheets, and other documents used in the management and tracking of the Project. The State of New Hampshire and the Contractor's Project Managers will review these tools and templates and determine which ones will be used for the Project. Training on these tools and templates will be conducted at the start of each phase in which they will be used.
- b. Prior to the commencement of work on Non-Software and Written Deliverables, the Contractor shall provide to the State a template, table of contents, or agenda for Review and prior approval by the State.
- c. The Contractor shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. The Contractor shall provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the Confidentiality and integrity of State networks, Systems and Data.
- d. The Deliverables are set forth in the Schedule described below in Section 2. By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.
- e. Pricing for Deliverables set forth in Exhibit C: *Price and Payment Schedule*. Pricing will be effective for the Term of this Contract, and any extensions thereof.

**STATE OF NEW HAMPSHIRE
 NEW HAMPSHIRE EMPLOYMENT SECURITY (NHES)
 CONTRACT BETWEEN NHES AND GEOGRAPHIC SOLUTIONS, INC.
 EXHIBIT B - STATEMENT OF WORK
 BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

2. HOSTING SERVICES

During the term of this Agreement, Contractor shall provide hosting services for the Program to provide Internet accessibility and data storage. This service includes the provision of the equipment, facilities, hardware, software and services outlined below. Contractor reserves the right to modify, alter, improve, or change the equipment, facilities and hardware outlined below at any time in its sole discretion. The following is the proposed hosting configuration for this project:

Hardware

| Item | Description |
|----------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| Application server | 2-8 VMware Servers in a web-farm environment. 8 vCores, 10 GB vRAM. |
| Database server | 2 Cisco UCS SQL Servers in an active passive Windows Cluster environment. 40 Cores, 1 TB RAM. |
| Reports Server | 1 VMware Servers in a web-farm environment. 8 vCores, 32 GB vRAM. |
| Testing Server | 2 VMware Servers in a web-farm environment. 4 vCores, 6 GB vRAM. |
| Training Server | 2 VMware Servers in a web-farm environment. 4 vCores, 6 GB vRAM. |
| Backup Server | 1 VMware Server in a web-farm environment. 4 vCores, 6 GB vRAM. |
| Load balancer | 2 Radware Alteon load balancers in a HA configuration. |
| Storage System | Pure M70 or Nimble AF9000 all flash storage arrays. |
| Tape Drive | LTO 5 Tape Drive Array connects to a Commvault array for offsite system and data archiving. |
| Uninterrupted Power Supply | APC, 16KVA battery backup solution. Nine 1 MW Generack Generators. Automatically powers building if utility power goes offline. |
| VMware | Cisco UCS F servers comprise the VMWare farm that hosts the virtual web servers. ESXi host servers are configured with dual |

**STATE OF NEW HAMPSHIRE
 NEW HAMPSHIRE EMPLOYMENT SECURITY (NHES)
 CONTRACT BETWEEN NHES AND GEOGRAPHIC SOLUTIONS, INC.
 EXHIBIT B – STATEMENT OF WORK
 BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

| | |
|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | Intel Xeon E5-2697 10 core processors, 768GB RAM. VMWare is used for the virtualization platform. |
| Application server | Virtual web server instances with Microsoft Windows Server, Standard, 4-8 vCores, 8-10GB vRAM, Latest Service Packs and Updates. These servers are hosted on the VMware platform and load balanced in a Web farm using redundant Radware Alteon Application Director high availability appliances. |
| Database server | Cisco UCS blade servers for production Microsoft SQL Servers in an active / passive Windows Cluster environment. 40.Cores, 1TB RAM, Microsoft Windows Server, Microsoft SQL Server Enterprise Edition, Latest Service Packs and Updates. A separate reports server segregates heavy reports operations from normal real-time user activity. |
| Reports Server | 1 virtual server with Microsoft Windows Server 8 vCores, 64GB vRAM, Latest Service Packs and Updates. |
| Testing Server | 2 virtual web server instances with Microsoft Windows Server, Standard, 4 vCores, 16GB vRAM, Latest Service Packs and Updates. These servers are hosted on the VMware platform and load balanced in a Web farm using redundant Radware Alteon Application Director high availability appliances. |
| Training Server | 2 virtual web server instances with Microsoft Windows Server, Standard, 4 vCores, 16GB RAM, Latest Service Packs and Updates. These servers are hosted on the VMware platform and load balanced in a Web farm using redundant Radware Alteon Application Director high availability appliances. |
| Backup Server | 1 VMware Server with 4 vCores, 6 GB vRAM. This server is hosted on the VMware platform running Commvault Simpana backup software. |
| Switching | Cisco 48 port fiber switch. 8 Gbps ports with extended broadcast zoning for database host connections to the Storage Area Network (SAN). |
| Storage System | Pure Storage Flash Array SAN system that utilizes solid state flash arrays for primary database storage on SQL hosts. |

**STATE OF NEW HAMPSHIRE
 NEW HAMPSHIRE EMPLOYMENT SECURITY (NHES)
 CONTRACT BETWEEN NHES AND GEOGRAPHIC SOLUTIONS, INC.
 EXHIBIT B – STATEMENT OF WORK
 BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

| | |
|----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | <p>Nimble Storage Flash Array SAN system that utilizes solid state flash arrays for VMware and SQL database storage hosts.</p> <p>EMC VNX5700 SAN system with Redundant Array of Independent Disks (RAID). 300GB 15,000 RPM fiber channel hard drives connected to SQL hosts providing high performance data file storage.</p> |
| Tape Drive | PowerVault TL-4000 Tape Drive Array. Connects to backup server via SCSI cable. Has 2 LTO-5 tape drives and slots for 48 800Gb backup tapes. |
| Uninterrupted Power Supply | N+1 Battery/UPS backup that automatically picks up the load for all equipment until an alternate AC emergency power source for data center comes on line if primary power sources are lost. |

Server Software

| Item | Description |
|------------------|---------------------------------------|
| Operating System | Microsoft Windows Standard |
| Database | Microsoft SQL Server Enterprise |
| Web Service | Microsoft Internet Information Server |

Hosting Services

| Item | Description |
|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Access | High-speed access to the Internet for hosting the Program. |
| Service | Geographic Solutions has three internet service providers providing three 1 GB internet access points in each data center. The access redundancy is automatically controlled by Border Gateway Protocol (BGP). |
| Availability | The System will be available to users on a 24/7/365 basis. Occasional downtime for maintenance will be scheduled after normal business hours. Licensee will be notified in advance of any downtime that may be scheduled. |

STATE OF NEW HAMPSHIRE
 NEW HAMPSHIRE EMPLOYMENT SECURITY (NHES)
 CONTRACT BETWEEN NHES AND GEOGRAPHIC SOLUTIONS, INC.
 EXHIBIT B – STATEMENT OF WORK
 BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

| Item | Description |
|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Remote Hosting Facility | Guaranteed roll over to our backup hosting facility in case of disaster. |
| System Monitoring | Geographic Solutions' Network Operations Center is staffed 24x7x365 by Geographic Solutions employees. |
| Disk Space | 4 TB disk space allocated for the production database |
| Full Power backup | N+1 Battery/UPS backup that automatically picks up the load for all equipment until an alternate AC emergency power source for data center comes on line if primary power sources are lost. |
| Database | SQL Server Enterprise with unlimited number of users via Internet. |
| Service Agreement | Geographic Solutions will provide a minimum of 99.9% availability of servers for transactions exclusive of scheduled maintenance. |
| Uninterrupted Power Supply | N+2 Generators sized to handle the entire data center load. Automatically power the building and the data center if primary power sources go offline. |
| Tape Backup | All the customer data hosted at the Geographic Solutions facility is backed up to digital tape. These tapes are stored in a secure fireproof facility. |
| Full Redundancy | The redundancy and clustering configuration used at our technical facility for hosting a large system effectively handles overload and balancing issues, ensuring 24/7 reliability and no loss of data. Servers include hardware RAID configuration for automatic backup switching and processing. |

PROTECTION OF SOFTWARE

Proprietary Notices. NHES will respect and not remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any Program, Documentation, or any other output generated by the Program.

No Reverse Engineering. NHES agrees not to modify, reverse engineer, disassemble, or decompile the Program, or any other output generated by the Program.

STATE OF NEW HAMPSHIRE
 NEW HAMPSHIRE EMPLOYMENT SECURITY (NHES)
 CONTRACT BETWEEN NHES AND GEOGRAPHIC SOLUTIONS, INC.
 EXHIBIT B – STATEMENT OF WORK
 BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

3. ACTIVITY, DELIVERABLE, AND MILESTONE

| Deliverable | Term |
|-------------------------------------|------------------------------|
| License Agreement for JMS software | July 1, 2024 – June 30, 2025 |
| License Agreement for WIOA software | July 1, 2024 – June 30, 2025 |
| Hosting Services | July 1, 2024 – June 30, 2025 |
| License Agreement for JMS software | July 1, 2025 – June 30, 2026 |
| License Agreement for WIOA software | July 1, 2025 – June 30, 2026 |
| Hosting Services | July 1, 2025 – June 30, 2026 |
| License Agreement for JMS software | July 1, 2026 – June 30, 2027 |
| License Agreement for WIOA software | July 1, 2026 – June 30, 2027 |
| Hosting Services | July 1, 2026 – June 30, 2027 |

**STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE EMPLOYMENT SECURITY (NHES)
CONTRACT BETWEEN NHES AND GEOGRAPHIC SOLUTIONS, INC.
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

4. DELIVERABLE REVIEW AND ACCEPTANCE

4.1 Non-Software and Written Deliverables Review and Acceptance

The Contractor shall provide a written Certification that a non-software, written deliverable (such as the Test Plan) is final, complete, and ready for Review. After receiving such Certification from the Contractor, the State will Review the Deliverable to determine whether it meets the requirements outlined in this Exhibit. The State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable, or its partial or conditional Acceptance of the Deliverable, within five (5) business days of the State's receipt of the Contractor's written Certification; provided that if the State determines that the State needs more than five (5) days, then the State shall be entitled to an extension of up to an additional ten (10) business days. If the State rejects the Deliverable or any portion of the Deliverable, or if any Acceptance by the State is conditioned upon completion of any related matter, then the State shall notify the Contractor of the nature and class of the Deficiency, or the terms of the conditional Acceptance, and the Contractor shall correct the Deficiency or resolve the condition to Acceptance within the period identified in the Work Plan. If no period for the Contractor's correction of the Deliverable or resolution of condition is identified, the Contractor shall correct the Deficiency in the Deliverable or resolve the condition within five (5) business days or such longer period as the State (in its sole discretion) may agree. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify the Contractor of its Acceptance, Acceptance in part, conditional Acceptance, or rejection thereof, with the option to extend the Review Period up to five (5) additional business days, or mutually agreed upon timeframe. If the Contractor fails to correct the Deficiency within the allotted period, the State may, at its option, continue reviewing the Deliverable and require the Contractor to continue until the Deficiency is corrected, or immediately terminate the Contract, declare the Contractor in default, and or pursue its remedies at law and in equity.

4.2 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.

4.3 Number of Deliverables

Unless the State otherwise specifically agrees in writing, in no event shall the Contractor certify for testing and deliver to the State more than three (3) Deliverables for review or testing at one time. As the State accepts a Deliverable, an additional Deliverable may be presented for review but at

**STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE EMPLOYMENT SECURITY (NHES)
CONTRACT BETWEEN NHES AND GEOGRAPHIC SOLUTIONS, INC.
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

no time can the Deliverables exceed three (3) at a time without the authorization of the State.

4.4 Conditional and Unconditional Acceptance

By accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

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.

**STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE EMPLOYMENT SECURITY (NHES)
CONTRACT BETWEEN NHES AND GEOGRAPHIC SOLUTIONS, INC.
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

7. PROJECT MANAGEMENT

The Contractor shall provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, and other documents used in the management and tracking of the project. The State believes that effective communication and Reporting are essential to Project success. The Contractor shall employ effective communication and Reporting strategies to ensure Project success. The Contractor Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

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.

The Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.

The State may, at its sole expense, conduct reference and background screening of the Contractor's Project Manager and Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement.

The Contractor shall be responsible for knowledge transfer between all Contractor project teams for all deliverables defined in this Project Agreement.

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:

Paul Toomey, President
727-786-7955
PToomey@geosolinc.com

7.1.2. The Contractor's Project Manager

**STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE EMPLOYMENT SECURITY (NHES)
CONTRACT BETWEEN NHES AND GEOGRAPHIC SOLUTIONS, INC.
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

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:

Jonathan Shippee, Project Manager
727-786-7955
jshippee@geosolinc.com

Contractor's selection of the Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

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 four (4) hour(s) of inquiries from the State, and be at the site as needed. 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:

Paul Toomey
President/Contract Manager

Jonathan Shippee
Project Manager

Lynn Hatfield
Account Manager

STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE EMPLOYMENT SECURITY (NHES)
CONTRACT BETWEEN NHES AND GEOGRAPHIC SOLUTIONS, INC.
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

Eric Harvey
Director of Product Development

Helvey Johnson
Operations Manager

Del Robinson
Quality Assurance Manager

Pamela Johnson
Senior Business Analyst

Sean Read
Senior Software Architect

Troy Deck
Systems Architect

Denis Wilson
Senior Systems/Network Administrator

John Marks
Senior Trainer

Boris Mzhen
Senior System Integration Analyst

Andre Brown
Quality Assurance Analyst – Automation Lead

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

**STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE EMPLOYMENT SECURITY (NHES)
CONTRACT BETWEEN NHES AND GEOGRAPHIC SOLUTIONS, INC.
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

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:

Richard Lavers
603-228-4064
Richard.J.Lavers@nhes.nh.gov

7.2.2. The State Project Manager

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

Sarah Morrissey
603-228-4051
Sarah.A.Morrissey@nhes.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;
- g. Managing stakeholders' concerns.

8. 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 on-site or remote technical support in accordance with the Contract, including without limitation the requirements, terms, and conditions contained herein.

STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE EMPLOYMENT SECURITY (NHES)
CONTRACT BETWEEN NHES AND GEOGRAPHIC SOLUTIONS, INC.
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

- b. As part of the Software maintenance agreement, ongoing Software maintenance and support levels, including all new Software releases, shall be responded to according to the following:

| | |
|----------|-------------------------------------------------------|
| Code Red | Error on page with no content or missing content |
| Critical | Business process or data error with no workaround |
| High | Business process or data error with workaround |
| Medium | Change or fix requested for the current version |
| Low | Change or fix requested for future or current version |

- c. **For Code Red and Critical Deficiencies**, Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State, at a minimum, 8:00 am to 5:00 pm, Monday through Friday with an email/telephone response with a plan of corrective action within two (2) hours of request.
- d. **For High Deficiencies** the State will notify the Contractor of such Deficiencies during regular business hours and the Contractor shall respond back within four (4) hours of notification of planned corrective action.
- e. **Medium and Low Deficiencies** the State will notify the Contractor of such Deficiencies during regular business hours and the Contractor shall respond back within forty-eight (48) hours of notification of planned corrective action.

STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE EMPLOYMENT SECURITY (NHES)
CONTRACT BETWEEN NHES AND GEOGRAPHIC SOLUTIONS, INC.
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

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;

For all maintenance Services calls, the Contractor shall ensure the following information will be collected and maintained:

- i. nature of the Deficiency;
- ii. current status of the Deficiency;
- iii. action plans, dates, and times;
- iv. expected and actual completion time;
- v. Deficiency resolution information;
- vi. resolved by;
- vii. identifying number i.e. work order number; and
- viii. issue identified by; and

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

If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies as defined in the P-37 General Provisions, Provision 8, as well as to return the Contractor's product and receive a refund for all amounts paid to the Contractor, including but not limited to, applicable License fees, within ninety (90) days of notification to the Contractor of the State's refund request.

Contractor shall provide the State with the Contractor's most current SOC 2 Type II Report along with any and all updated reports obtained during the term of the Agreement. In the alternative, Contractor can instead certify that all components of the Contractor's Software and Contractor's system comply with NIST 800-53R5 and compliance shall be verified and

STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE EMPLOYMENT SECURITY (NHES)
CONTRACT BETWEEN NHES AND GEOGRAPHIC SOLUTIONS, INC.
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

attested to by a Third-Party Auditing Organization (3PAO), cost and responsibility to be fully assumed by the Contractor.

10.4 Contract Warranties and Representations

10.4.1. System

The Contractor warrants that any Systems provided under this Agreement will operate and conform to the Specifications, terms, and requirements of this Agreement.

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 properly functioning within the System, 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, the State's remedy, and the Contractor's entire liability shall be to:

- 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 for the twelve (12) months immediately preceding the date of Contractor's failure to correct the breach of warranty, 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 during the twelve (12) months immediately preceding the date of Contractor's failure to correct the deficient Services.

10.4.3. Compatibility

Contractor warrants that all System components, including but not limited to the components provided, any replacement or upgraded System Software components provided by Contractor to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

10.4.4. Services

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

STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE EMPLOYMENT SECURITY (NHES)
CONTRACT BETWEEN NHES AND GEOGRAPHIC SOLUTIONS, INC.
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

9. DATA PROTECTION

Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use or access of State information at any time including, without limitation, any and all information entered into the system by individuals seeking work and/or training opportunities in New Hampshire as well as businesses seeking to connect with job candidates in New Hampshire. To this end, 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 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

STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE EMPLOYMENT SECURITY (NHES)
CONTRACT BETWEEN NHES AND GEOGRAPHIC SOLUTIONS, INC.
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

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.

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 Personal 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 and email 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 and email, 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;

**STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE EMPLOYMENT SECURITY (NHES)
CONTRACT BETWEEN NHES AND GEOGRAPHIC SOLUTIONS, INC.
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

- 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.

10. 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

11. 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

12. TERMS AND DEFINITIONS

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

13. CONTRACTOR'S CERTIFICATES

Required Contractor Certificates are attached in Exhibit G.

**STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE EMPLOYMENT SECURITY (NHES)
CONTRACT BETWEEN NHES AND GEOGRAPHIC SOLUTIONS, INC.
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

Remainder of this page intentionally left blank

**STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE EMPLOYMENT SECURITY (NHES)
CONTRACT BETWEEN NHES AND GEOGRAPHIC SOLUTIONS, INC.
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:
New Hampshire Employment Security

**STATE OF NEW HAMPSHIRE
 NEW HAMPSHIRE EMPLOYMENT SECURITY (NHES)
 CONTRACT BETWEEN NHES AND GEOGRAPHIC SOLUTIONS, INC.
 EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

Attn: Accounts Payable
 45 South Fruit Street
 Concord, NH 03301

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

The State shall withhold ten percent (10%) of the price for each Deliverable, except Software License fees, as set forth in the Payment Table, until successful conclusion of the Warranty Period.

10. PAYMENT SCHEDULE

10.1 Contract Type

This is a Fixed Firm Price 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

10.1.1. Activities / Deliverables / Milestones Pricing

| Deliverable | Term | Cost |
|-------------------------------------|------------------------------|--------------|
| License Agreement for JMS software | July 1, 2024 – June 30, 2025 | \$286,328.80 |
| License Agreement for WIOA software | July 1, 2024 – June 30, 2025 | \$269,682.90 |
| Consumer Reports | July 1, 2024 – June 30, 2025 | \$18,694.50 |
| Hosting Services | July 1, 2024 – June 30, 2025 | \$265,225.00 |

**STATE OF NEW HAMPSHIRE
 NEW HAMPSHIRE EMPLOYMENT SECURITY (NHES)
 CONTRACT BETWEEN NHES AND GEOGRAPHIC SOLUTIONS, INC.
 EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

| | | |
|-------------------------------------|------------------------------|--------------|
| License Agreement for JMS software | July 1, 2025 – June 30, 2026 | \$286,328.80 |
| License Agreement for WIOA software | July 1, 2025 – June 30, 2026 | \$269,682.90 |
| Consumer Reports | July 1, 2025 – June 30, 2026 | \$24,926.00 |
| Hosting Services | July 1, 2025 – June 30, 2026 | \$265,225.00 |
| License Agreement for JMS software | July 1, 2026 – June 30, 2027 | \$286,328.80 |
| License Agreement for WIOA software | July 1, 2026 – June 30, 2027 | \$269,682.90 |
| Consumer Reports | July 1, 2026 – June 30, 2027 | \$24,926.00 |
| Hosting Services | July 1, 2026 – June 30, 2027 | \$265,225.00 |

Remainder of this page intentionally left blank

**STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE EMPLOYMENT SECURITY (NHES)
CONTRACT BETWEEN NHES AND GEOGRAPHIC SOLUTIONS, INC. EXHIBIT D –
SOFTWARE LICENSE AGREEMENT**

EXHIBIT D – SOFTWARE LICENSE AGREEMENT

The terms outlined in the Software License Agreement are set forth below:

1. License Grant. *For Subscription and for SaaS (Case 3)*

During the Subscription Term, the State will receive a nonexclusive, non-assignable, royalty free, worldwide right to access and use the Software solely for the State's internal business operations subject to the terms of the Contract and up to the number of licenses documented in the Contract.

The Parties acknowledge that this Contract is a services agreement and Contractor will not be delivering copies of the Software to Customer as part of the Contract.

2. Software Title. Title, right, and interest (including all ownership and intellectual property rights) in the Software provided under this agreement, and its associated documentation, shall remain with the Contractor.

3. Software and Documentation Copies. Contractor shall provide the State with one (1) electronic version (Microsoft Word and PDF format) of the Software's associated Documentation. The State shall have the right to copy the Documentation within its possession for its internal business needs

4. Restrictions. Except as otherwise permitted under the Contract, the State agrees not to:

- a. Remove or modify any program markings or any notice of Contractor's proprietary rights;
- b. Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein; or
- c. Cause or permit reverse engineering, disassembly or recompilation of the programs.

5. Viruses. Contractor shall provide Software that is free of viruses, destructive programming, and mechanisms designed to disrupt the performance of the Software in accordance with the Specifications. As a part of its internal development process, Contractor will use reasonable efforts to test the Software for viruses.

6. Audit. Upon forty-five (45) days written notice, Contractor may audit the State's use of the programs at Contractor's sole expense. The State agrees to cooperate with Contractor's audit and provide reasonable assistance and access to information. The State agrees that Contractor shall not be responsible for any of the State's reasonable costs incurred in cooperating with the audit. Notwithstanding the foregoing, Contractor's audit rights are subject to applicable State and federal laws and regulations.

7. Software Non-Infringement: Contractor warrants that it has good title to, or the right to allow the State to use all Services, equipment, and Software, including any and all component parts thereof such as third-party software or programs that may be embedded in the Software ("Contracted Resources") provided under this Contract, and that such Services, equipment, and Software do not violate or infringe any patent,

**STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE EMPLOYMENT SECURITY (NHES)
CONTRACT BETWEEN NHES AND GEOGRAPHIC SOLUTIONS, INC. EXHIBIT D –
SOFTWARE LICENSE AGREEMENT**

trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

The warranty of non-infringement shall be an on-going and perpetual obligation that shall survive termination of the Contract. In the event that someone makes a claim against the State that any Contracted Resources infringe their intellectual property rights, Contractor shall defend and indemnify the State against the claim provided that the State:

- a. Promptly notifies Contractor in writing, not later than 30 days after the State receives actual written notice of such claim;
- b. Gives Contractor control of the defense and any settlement negotiations; and
- c. Gives Contractor the information, authority, and assistance reasonably needed to defend against or settle the claim.

Notwithstanding the foregoing, the State's counsel may participate in any claim to the extent the State seeks to assert any immunities or defenses applicable to the State.

If Contractor believes or it is determined that any of the Contracted Resources may have violated someone else's intellectual property rights, Contractor may choose to either modify the Contracted Resources to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Contractor may end the license, and require return of the applicable Contracted Resources and refund all fees the State has paid Contractor under the Contract during the twelve (12) months immediately preceding the date when Contractor ends the license. The Contractor will not indemnify the State if the State alters the Contracted Resources without the Contractor's consent or uses it outside the scope of use identified in the Contractor's License Agreement or if the State uses a version of the contracted works which has been superseded, if the infringement claims could have been avoided by using an unaltered current version of the Contracted Resources. The Contractor will not indemnify the State to the extent that an infringement claim is based upon any information design, Specification, instructions, software, data or mater not furnished by the Contractor. The Contractor will not indemnify the State to the extent than an infringement claim is based upon the combination of any contracted works with any products or Services not provided by the Contractor.

8. Control of All Component Elements. Contractor acknowledges and agrees that it is responsible for maintaining all licenses or permissions to use any third-party software, equipment, or services that are component parts of any deliverable provided under this agreement for the entire term of the contract. Nothing within this provision shall be construed to require Contractor to maintain licenses and permissions for Software acquired by the State directly or through third parties which may be integrated with the Contractor's deliverables.

9. Custom Software. Not Applicable.

10. Software Escrow. Contractor agrees to place the Software's source code, and any other tools and requirements necessary to create executable or interpretive programs, in Escrow pursuant to an Escrow agreement where upon the occurrence of a Release Event (as identified below) the source code will be delivered to the State. Contractor shall be responsible for all costs associated with the Escrow Agreement and the State shall not assume any liability to the Company or Escrow Agent as a result of the Agreement.

**STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE EMPLOYMENT SECURITY (NHES)
CONTRACT BETWEEN NHES AND GEOGRAPHIC SOLUTIONS, INC. EXHIBIT D –
SOFTWARE LICENSE AGREEMENT**

Contractor agrees that the State shall be entitled to demand a release of the source code along with any other tools and requirements necessary to create executable or interpretative programs, from the Escrow Agent upon the occurrence of any of the following events ("Release Events"):

- (a) Contractor has made an assignment for the benefit of creditors;
- (b) Contractor institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind that has not been dismissed within forty-five (45) days of the filing of the action;
- (c) A receiver or similar officer has been appointed to take charge of all or part of Contractor's assets;
- (d) Contractor terminates its maintenance and operations support services for the State for the Software or has ceased supporting and maintaining the Software for the State whether due to its ceasing to conduct business generally or otherwise, except in cases where the termination or cessation is a result of the non-payment or other fault of the State; or
- (e) Contractor ceases its on-going business operations or that portion of its business operations relating to the licensing and maintenance of the Software.

Upon the occurrence of a Release Event, Contractor hereby grants the State the right to use, copy, modify, display, distribute, and prepare derivative works of the source code for the remainder of the Term plus any Transition Period provided by this Agreement, and to authorize others to do the same on behalf of the State (Contractors, agents, etc.), solely for the purpose of completing the performance of Contractor's obligations under the Contract, including, but not limited to, providing maintenance and support for the Software and subject to the rights granted in this Contract.

Notwithstanding the foregoing: (a) upon the delivery of the source code under a Release Event, Contractor shall remain the sole and exclusive owner in and to the source code, including all modifications and derivatives thereof; and b) the occurrence of a Release Event will not result in the release or delivery of the source code to State if Contractor's successor or assign, as consented to by the State, assumes full responsibility to perform under this Contract.

**STATE OF NEW HAMPSHIRE
 NEW HAMPSHIRE EMPLOYMENT SECURITY (NHES)
 CONTRACT BETWEEN NHES AND GEOGRAPHIC SOLUTIONS, INC.
 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 | Jay Shippee | NHES ESB Bureau Director | 5 Days |
| First | Samantha Miro | NHES Deputy Commissioner | 10 Days |
| Second | Paul Toomey | NHES Commissioner | 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 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

STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE EMPLOYMENT SECURITY (NHES)
CONTRACT BETWEEN NHES AND GEOGRAPHIC SOLUTIONS, INC.
EXHIBIT E – ADMINISTRATIVE SERVICES

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.

STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE EMPLOYMENT SECURITY (NHES)
CONTRACT BETWEEN NHES AND GEOGRAPHIC SOLUTIONS, INC.
EXHIBIT E – ADMINISTRATIVE SERVICES

- 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.

6.3 Workspace Requirement

The State will work with Contractor to determine requirements for providing necessary workspace and office equipment for Contractor's staff.

6.4 Workplace Hours

**STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE EMPLOYMENT SECURITY (NHES)
CONTRACT BETWEEN NHES AND GEOGRAPHIC SOLUTIONS, INC.
EXHIBIT E – ADMINISTRATIVE SERVICES**

Unless otherwise agreed to by the State, the Contractor's personnel shall work forty (40) hour weeks between the hours of 8 am and 5 pm (Eastern Time), excluding State of New Hampshire holidays. Changes to this Schedule may be made upon agreement with the State Project Manager.

**STATE OF NEW HAMPSHIRE
 NEW HAMPSHIRE EMPLOYMENT SECURITY (NHES)
 CONTRACT BETWEEN NHES AND GEOGRAPHIC SOLUTIONS, INC.
 EXHIBIT F – TERMS AND DEFINITIONS**

EXHIBIT F – TERMS AND DEFINITIONS

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 | <p>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.</p> <p>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.</p> |
| 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. |
| 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 an other than authorized purpose have access to unencrypted 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. |
| 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. |

**STATE OF NEW HAMPSHIRE
 NEW HAMPSHIRE EMPLOYMENT SECURITY (NHES)
 CONTRACT BETWEEN NHES AND GEOGRAPHIC SOLUTIONS, INC.
 EXHIBIT F – TERMS AND DEFINITIONS**

| | |
|-----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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. |
| 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. |

**STATE OF NEW HAMPSHIRE
 NEW HAMPSHIRE EMPLOYMENT SECURITY (NHES)
 CONTRACT BETWEEN NHES AND GEOGRAPHIC SOLUTIONS, INC.
 EXHIBIT F – TERMS AND DEFINITIONS**

| | |
|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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. |
| 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 OF NEW HAMPSHIRE
 NEW HAMPSHIRE EMPLOYMENT SECURITY (NHES)
 CONTRACT BETWEEN NHES AND GEOGRAPHIC SOLUTIONS, INC.
 EXHIBIT F – TERMS AND DEFINITIONS

| | |
|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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. |
| 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. |

**STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE EMPLOYMENT SECURITY (NHES)
CONTRACT BETWEEN NHES AND GEOGRAPHIC SOLUTIONS, INC.
EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES**

EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

1. ATTACHMENTS

- a. Attachment 1 – Virtual OneStop Sapphire Modules
- b. Attachment 2 – Geographic Solutions Virtual OneStop License Agreement

2. Attachment 2 - Agency Compliance Documents CONTRACTOR CERTIFICATES

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

Remainder of this page intentionally left blank

EXHIBIT 1
SOFTWARE AND SERVICE ITEMS AND FEES

The following table outlines the Virtual OneStop® modules that are included in this Agreement:

| Virtual OneStop® Sapphire Modules | | |
|------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| User | Module Description | Included |
| Individuals | CORE SERVICES FOR INDIVIDUALS: Individual Registration. My Resources (My Messages, My Background, Upcoming Events, My Appointments, and My Homepage). Career Services (Career Tips, Career Explorer - match your skills - job skills - personal skills, Career Informer, and Job Market Explorer). Education Services (Training Providers/Schools, Training and Educational Programs, Educational Program Completers, Online Learning Resources, Create Training Application, and Education Profile Informer). Labor Market Services (Labor Market Facts, Area Profile, Industry Profile, Occupation Profile, and Education Profile). My Individual Profile (Personal Profile, Search History Profile, and Assessment Profile - Job and Personal Skills). Quick Menu (My Resources, My Individual Profile, and My Appointments). Assistance Center. Online Learning Resources (links to online learning websites). | <u>YES</u> |
| | LABOR EXCHANGE FOR INDIVIDUALS: Job Seeker Services (10 Steps to Find a Job, Résumé Builder, Background Wizard, Letter Builder, and Virtual Recruiter for Individuals). Career Services (Career Ladder). My Individual Profile (employment plan). Career Network (social network for job seekers, my network, other job seeker networks, and invite/join others). Cost of Living Calculator. Quick Menu (Résumé Builder and Letter Builder). <i>Requires: Core Services for Individuals Module.</i> | <u>YES</u> |
| | ADDITIONAL SERVICES FOR INDIVIDUALS: Financial Services (Overall budget planning, training budget planning, transition budget planning, and financial assistance links). Education Services (Financial assistance links, training budget planning, and scholarship opportunities). Community Services (eligibility requirements, programs, and services). Unemployment Services (eligibility, filing, and unemployment benefits). Veteran Services (list of available services). Youth Services (list of available services). Senior Services (list of available services). Disability Services (list of available services). Provided Services (description of available services). Workplace Training (internships, apprenticeships, and on-the-job training). <i>Requires: Core Services for Individuals Module.</i> | <u>NO</u> |
| | MOBILE APPLICATION: Job Search application for iPhone and Android mobile devices. Application is custom branded for client, and accessible by job seekers free of charge, at the app stores. Functionality includes the ability to search for jobs, map jobs by current location, share jobs with national social media sites, manage VOS message center messages, sign into events with VOScan, create and edit resumes, apply for jobs and file continued claims. <i>Requires: Core Services for Individuals and Labor Exchange for Individuals Modules; and approval from the application stores.</i> | <u>NO</u> |
| | CORE ASSESSMENT: Career Services (Career Explorer - Interest Analyzer, Career Explorer - Work Importance Analyzer, individual work values, and interests for an occupation). My OneStop Profile (assessment profile, interests, and work importance). <i>Requires: Core Services for Individuals Module.</i> | <u>YES</u> |

Virtual OneStop® Sapphire Modules

| User | Module Description | Included |
|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| | <p>BIG INTERVIEW: Integration of proprietary Big Interview software. Individuals can conduct mock interviews for their occupation of choice, view results, retake interviews to improve technique(s), and gain feedback from raters on how to improve their interviewing skills. Interview and results will be linked to the individual's employment plan. <i>Requires: Core Services for Individuals Module.</i></p> | <u>NO</u> |
| | <p>METRIX LEARNING: Over 5,000 integrated basic, intermediate, and advanced self-paced interactive training courses in workplace skills, business, and information technology. Learning modules are ADA and 508 compliant with high quality video, quizzes, and lectures to provide an engaging learning experience. Features include career pathways and skill gap analysis with course recommendations and certification training for 100+ industry-recognized certifications. Additional options available include certification practice tests, virtual labs, and test vouchering. Individuals who complete a course test with an 80% or higher score receive an automatic certificate of completion in PDF format. Digital badges are awarded for completing groups of courses. Functionality includes ability for staff to track progress and record outcomes. <i>Requires: Core Services for Individuals and Core Services for Staff Managing Individuals Modules.</i></p> | <u>NO</u> |
| Employers | <p>CORE SERVICES FOR EMPLOYERS: Employer Registration. Education Services (training providers/schools, training/educational programs, and educational program completers). Labor Market Services (labor market facts, area profile, industry profile, occupation profile, education profile, candidate search, and job market trends). Assistance Center. My Company Profile (corporate profile and search history/profile). My Resources (My Messages, My Appointments, My Employer Profile, My Homepage, and Upcoming Events). Online Learning Resources (explore websites that offer a variety of free online learning and training courses that can be used to expand your knowledge and skill set). Communications Center (appointments, messages, and correspondence templates).</p> | <u>YES</u> |

| | | |
|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| | <p>EMPLOYER LABOR EXCHANGE: Recruitment Services (post a job, candidate search - quick and advanced search for résumés, candidate ranking, recruitment and hiring tools, job applicant tracking, candidate trends, and Virtual Recruiter). Company Profile (recruitment plan profile). Quick Menu (post a job and candidate search). <i>REQUIRES: CORE SERVICES FOR EMPLOYERS MODULE.</i></p> | <u>YES</u> |
| | <p>ADDITIONAL SERVICES FOR EMPLOYERS MODULE: Human Resource Information (list of available services). EEO Information (list of available services). Labor Relations (list of available services). Government Resources (list of available services). Wellness and Ergonomics (list of available services). Employer Incentives (list of available services). Staff Provided Services (description of available services). <i>REQUIRES: CORE SERVICES FOR EMPLOYERS MODULE.</i></p> | <u>NO</u> |
| Staff, Individuals and Employers | <p>WORKKEYS® MODULE: Assessment Plan (input of individual WorkKeys® scores). Career Services (career explorer - workplace skills, selection of appropriate occupations from scores). Recruitment Services (optional incorporation of WorkKeys® scores in labor exchange). My OneStop Profile (assessment profile - workplace skills). <i>Requires: Core Services for Individuals, Core Case Management, and Core Assessment Modules; WorkKeys® license from ACT.</i></p> | <u>NO</u> |
| | <p>TALIFY MODULE: My Assessments (input of Talify scores). Self-Assessments Profile, Soft Skills Tab, Recruitment Services (employer access to individual application includes Talify soft skill assessment to further qualify job candidates). <i>REQUIRES: CORE SERVICES FOR INDIVIDUALS, CORE CASE MANAGEMENT, CORE ASSESSMENT MODULES, AND A TALIFY LICENSE FROM KIOSITE.</i></p> | <u>NO</u> |
| | <p>CONSUMER REPORTS: Education Services (display performance information for eligible programs, comparison of performance between programs and providers), web-based input of eligible training providers and programs. <i>Requires: Core Services for Individuals and Manage Providers Modules.</i></p> | <u>YES</u> |
| | <p>CORE SERVICES FOR STAFF MANAGING INDIVIDUALS: Manage Individuals (create an individual account and assist an individual). My OneStop Profile (personal profile and search history profile). Reports (Master Summary, Registered Individuals, Background Information, Contact, Feedback Surveys, and Tracking). My Staff Resources (My Messages, My Appointments, My Search Lists, My Job Skill Sets, My Templates, My Reports, and Upcoming Events). <i>Requires: Core Services for Individuals Module.</i></p> | <u>YES</u> |
| Workforce Staff | <p>CORE SERVICES FOR STAFF MANAGING EMPLOYERS: Manage Employers (Create an Employer Account, Assist an Employer, and adjust Employer System access rights). My Company Profile (Corporate Profile and Search History Profile). Reports: (Master Summary, Registered Employers, Contact, Feedback Surveys, and Tracking). My Staff Resources (My Messages, My Appointments, My Search Lists, My Job Skill Sets, My Templates, My Reports, and Upcoming Events). <i>Requires: Core Services for Employers Module.</i></p> | <u>YES</u> |
| | <p>CUSTOMER RELATIONSHIP MANAGEMENT (CRM): Streamline and manage interactions with employers (organize, automate and synchronize employer outreach, coordinated customer service, and recruitment support). Includes automated staff contact lists, lead management, contact management, account management, lead follow-up and territory/staff expectations management. Create marketing leads manually or automatically, form jobs, identify overdue contacts to improve network strength. Options exist to integrate with the Work Items, Survey, and Document Management Modules. CRM integrates with Employer Services Modules for complete access to employer information. <i>REQUIRES: CORE SERVICES FOR EMPLOYERS AND CORE SERVICES FOR STAFF MANAGING EMPLOYERS MODULES.</i></p> | <u>NO</u> |

| | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| <p><u>SURVEY MODULE:</u> Create custom questionnaires for job seekers, employers, or staff to gather useful information including the quality of services, growth plans or projected growth, and service needs. User-friendly interface guides staff to create surveys with multiple response types. Surveys can be delivered using the internal messaging system or email and support one time or reoccurring options. Survey results can be analyzed individually or in aggregated graphed results. <i>Requires: Core Case Management Module.</i></p> | <u>NO</u> |
| <p><u>LABOR EXCHANGE FOR STAFF:</u> Staff-Assisted Labor Exchange for Individuals and Staff-Assisted Labor Exchange for Employers. Manage Résumés (advanced search and advanced search by job order). Manage Job Orders (job order verification, job order referrals, job order mass referrals, job order follow-up, and job order referral results). Manage Labor Exchange (create/modify job skill sets, automated referral notification, and follow-up). Reports (Résumé, Job Order, Activity, Services Provided to Individual, and Services Provided to Employer). <i>Requires: Core Services for Staff, Core Services for Staff Managing Individuals and Core Services for Staff Managing Employers Modules.</i></p> | <u>YES</u> |
| <p><u>SERVICE TRACKING:</u> Manual and automated tracking of services. Managing Individuals (scheduled services and manage individual services). Case Management Profile (Activities - Service Plan). Reports (Activities, Services Provided to Employers, and Services Provided to Individuals). <i>Requires: Core Services for Staff Managing Individuals Module.</i></p> | <u>YES</u> |
| <p><u>ATTENDANCE TRACKING:</u> Provides manual or online registration of individuals for state and local events. Restrictions such as class size limits can be set. Allows staff to input and track the attendance of individuals at career center events. Module includes Virtual Job Fairs, allowing authorized staff to identify participating employers to select job orders to be included in an online event. Includes tracking and reporting on job fair-related activity. <i>Requires: Virtual Job Fairs require the Employer Labor Exchange Module.</i></p> | <u>NO</u> |
| <p><u>CORE CASE MANAGEMENT MODULE:</u> Case Management Profile (Common Intake, Case Assignment, Case Load, Case Notes, Activities, Programs, Individual Employment Plan (IEP), Objective Assessment Summary (OAS), Assessment Plan, and Manage Providers). Reports (Case Load). <i>Requires: Core Services for Staff Managing Individuals Module.</i></p> | <u>YES</u> |
| <p><u>JOB SEEKER ENGAGEMENT:</u> Push notification alerts via text and internal messaging to job seekers who have applied or shown interest in applying for jobs in the system to determine if the job seeker was successful in finding employment. Positive responses record reportable services. <i>Requires: Hosting by Geographic Solutions.</i></p> | <u>NO</u> |
| <p><u>SARA INTEGRATION MODULE:</u> Bi-directional interface with third party ERISS SARA Communication System. Includes updates in customer demographic and new case data and a one-way interface to import case note data from SARA. Options for a single sign-on from Virtual OneStop to SARA and the ability to retrieve and store documents (<i>Requires Document Management Module</i>) included. <i>Requires: Core Services for Individuals, Core Services for Staff Managing Individuals Modules, and SARA license.</i></p> | <u>NO</u> |
| <p><u>WIOA CASE MANAGEMENT PROGRAM:</u> Case Management Program (WIOA Application, WIOA Participation Record, WIOA Enrollment Activities, Case Closure, WIOA Outcomes (Exit), WIOA Follow-Ups, Youth Goals, and/or Youth Numeracy Literacy Tracking). Reports (Predictive Reports, Soft Exit Reports, Federal Reports - 9090, 9091, WIOA Participant Individual Record Layout (PIRL) File for Workforce Integrated Performance System (WIPS), WIOA Data Validation File). Optional integration with Standard and Advanced Fund Tracking Modules to assist managing funds. <i>Requires: Core Case Management Module.</i></p> | <u>YES</u> |

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| <p><u>WAGNER-PEYSER CASE MANAGEMENT PROGRAM:</u> Manage profiling (profiling non-compliance/waived/exempted and profile orientation letter). Veteran Management Reports (Enrolled Individuals, 9002 A-E reports, VETS200, WIOA Participant Individual Record Layout (PIRL) File for Workforce Integrated Performance System (WIPS), MIC, 9048, 9048X, WP Data Validation File). <i>Requires: Core Case Management Module.</i></p> | <p><u>YES</u></p> |
| <p><u>WORKER ADJUSTMENT RETRAINING NOTIFICATION (WARN) MODULE:</u> Track company layoff and closure activities as defined by federal or state regulations. Enter the WARN notification letter, track number of employees, occupations, locations affected, and union affiliation. Automatic staff alerts of new WARN notifications. Staff tracking including employer visits, first visits, and orientation activities. Report on companies filing WARN notices, WARN notices by LWDA, WARN notices by layoff dates, and WARN notices by company locations. <i>Requires: Core Case Management Module.</i></p> | <p><u>NO</u></p> |
| <p><u>AGENCY-DEFINED PROGRAMS:</u> Creation, management, and reporting of a "Generic Program" set of applications (Eligibility Application, Enrollment Activities, Generic Outcome (Exit) with optional integration into IFT to assist in managing funds. Includes the ability for system administrators to create an unlimited number of programs (each with unique eligibility applications). Reports (Master Summary, Enrolled Individual Activity, and Services Provided to Individual). <i>(Formally Named the Generic Program Application) Requires: Core Case Management Module.</i></p> | <p><u>NO</u></p> |
| <p><u>TRADE ACT PROGRAM:</u> Trade Act set of applications (Waivers and Waiver Review tracking, Bona Fide Application, Application for Approved Training, Participation Application, Enrollment Activities, Case Closure, Exit, and Follow-Up). Reports (Federal Performance Reports, TAPR File, WIOA Participant Individual Record Layout (PIRL) File for Workforce Integrated Performance System (WIPS). Optional integration with Standard and Advanced Fund Tracking Modules to assist in fund management. <i>Requires: Core Case Management Module.</i></p> | <p><u>NO</u></p> |
| <p><u>WELFARE TRANSITION PROGRAM MODULE:</u> Provides full case management for the employment and training requirements of TANF. Includes application forms, objective assessment summaries, and Individual Employment Plans (IEP). Calculates the required hours per week by number of work eligible people in the household and age of youngest child. Includes functionality for enrollment into countable work activity. Provides the ability to record participation hours in an online timesheet. <i>Requires: Core Case Management Module.</i></p> | <p><u>NO</u></p> |
| <p><u>SNAP EMPLOYMENT AND TRAINING MODULE:</u> Schedules referrals from SNAP administrating agency for mandated appointments. The application includes demographic data and work history, tracking of required activities, notifications to SNAP agency of non-compliance, or determinations made for exemption in the program. Reports (assigned and unassigned cases, enrollment, tracked activities, Governor's Report, SNAP 583 quarterly and annual report). Includes tracking of attendance/rosters to mandated appointments. Optional functionality (Manage reimbursements to participants with Advanced or Individual Fund Tracking Modules and integrated Document Management/Imaging components). <i>Requires: Core Case Management and Standard Individual Fund Tracking Modules.</i></p> | <p><u>NO</u></p> |
| <p><u>WORK OPPORTUNITY TAX CREDIT (WOTC):</u> Includes the ability for employers and/or agents to register in the system, and process their application to have new hires/WOTC approved. Includes the ability for staff to enter WOTC applications on behalf of the employer and/or agent, along with administrative capabilities to approve an application. The WOTC application can be completed online for a single individual or multiple individuals. Employers and/or agents have capability to upload individual information in order to streamline the application process. Includes integration into the Document Manage/Imaging components of Virtual OneStop. <i>Requires: Core Services for Employers and Core Services for Staff</i></p> | <p><u>NO</u></p> |

| | | |
|---------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| | Managing Employers Modules. | |
| | NATIONAL FARMWORKER JOBS PROGRAM: Case Management Program (Application, Participation Record, Enrollment Activities, Case Closure, Outcomes (Exit), Follow-Ups, Youth Goals and/or Youth Numeracy, and Literacy Tracking). Compliant with WIOA reporting requirement. Reports (ETA 9093, 9094, 9095, and 9164). <i>Requires: CORE CASE MANAGEMENT MODULE.</i> | NO |
| | REGISTERED APPRENTICESHIP MODULE: Provides full case management for the employment and training requirements of Registered Apprenticeship Expansion Grants. Includes application forms, Enrollment Activity Tracking, Measurable Skills Grains, Credential Tracking, Outcome and Follow-up capabilities. Reports mandated federal reporting and extract requirements including the Individual PIRL extract, Apprenticeship Performance Report, Employer Outreach Layout and Annual Report. <i>Requires: Core Case Management Module.</i> | NO |
| Vocational Rehabilitation Staff | VOCATIONAL REHABILITATION CASE MANAGEMENT PROGRAM: Includes Pre-Employment Transition Services, trial work and eligibility determination, Individualized Plan for Employment (IPE), service authorization and tracking, referral tracking, appeals and due process procedural tracking, case closure, post-employment services, case review for supervisors, and WIOA-required reporting. Reports (RSA-911, RSA-74, subparts II and III, RSA-7-OB, parts III, IV, and VI, RSA-722). <i>Requires: Core Case Management and Advanced Fund Tracking Modules.</i> | NO |
| | VOCATIONAL REHABILITATION MOBILE CASE MANAGEMENT APPLICATION: Provides Mobile access to the following features: Quick Registration, Application Creation and Review, Case Notes, and eligibility document collection for supervisory review and approval. Application is designed to be used by field staff in areas with little or no connection. All case data is encrypted during storage. <i>Requires: Vocational Rehabilitation Case Management Program.</i> | NO |
| Education Staff | ADULT EDUCATION MODULE: Collects all federally required demographic information on all enrolled students as defined by Title II of the Workforce Innovation and Opportunity Act, along with the assessment, contact hours, instructor, and outcome data. Reports (Quarterly Reports, Annual National Reporting System (NRS) for Adult Education Reports). <i>Requires: Core Case Management and Attendance Tracking Modules.</i> | NO |
| Financial Staff | STANDARD INDIVIDUAL FUND TRACKING MODULE: Manage participant costs, individual account/account limits, referrals to providers, vouchers to providers/vendors/individuals, and payments to vouchers. Ability to print vouchers and tailor to specific needs of each client. Ability to establish cost structures meaningful to users of the system and ability to identify additional cost items that can vary by training program/services. Reports (Basic Individual Fund Tracking Management which will show participant obligations based upon enrollment records by program and payment reports by program). <i>Requires: Core Case Management Module.</i> | YES |
| | ADVANCED FUND TRACKING MODULE: Includes all functions of the Standard Individual Fund Tracking Module and includes the following: Ability to create, manage, update, and track funds by establishing the funds for specific time periods. Ability to process reallocations by funding stream. Enhanced audit tracking of funds to include reasons why modifications to funding levels are made. Ability to establish contracts for on-the-job training, work experience, or project contracts. Reports (Obligations by Fund, Location, Provider, Participant, Time Periods, Payable to Voucher, Budget Management Reports, Individual Summary Obligations, Time Periods, Case Manager Reports by Fund Stream and Time Period, Participants, Locations, and Case Manager Obligations by Location). <i>Requires: Standard Individual Fund Tracking Module.</i> | NO |
| | CASH REQUEST: Financial Management System that provides the ability to track the distribution of federal and state workforce funds to local workforce areas and other sub- | NO |

| | | |
|------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| | grantees. Maintain profile information for all sub-grantees, collect sub-grant information, create contracts, and process cash requests on a daily basis. Review and approve expenditure reports from sub-grantees, and enter financial adjustments for errors and omissions. | |
| Providers | MANAGE PROVIDERS: Administrative access to review provider applications, programs and general information to determine if provider successfully meets Eligible Training Provider List (ETPL) requirements. Providers and programs that are approved by administrator will be displayed to the public via the Consumer Reports Module. | YES |
| | SERVICES FOR PROVIDERS: A secure web portal which provides authorized training providers the ability to apply for recognition as an Eligible Training Provider (ETP). Providers can enter and manage information on training programs as part of the initial application process. <i>Requires: Manage Providers Module.</i> | YES |
| Labor Market and Economic Development Professionals | HISTORIC LABOR MARKET ANALYSIS MODULE: Employment and Wage Data. Occupational employment and wages, occupational employment by industry, occupational employment and projections (long-term and short-term), occupational licensing requirements, occupational licensing details). Industry (Quarterly Census of Employment and Wages (QCEW), Current Employment Statistics (CES), staffing patterns, industry employment and projections (long-term and short-term), local employment dynamics/quarterly workforce indicators). Labor Force (Local Area Unemployment Statistics (LAUS), U.S. Census commuting patterns, unemployment insurance claimants by industry, and unemployment insurance claimants by occupation). Economic Indicators (property values, sales, tax revenues, building permits, consumer price index, producer price index). Demographics (income, population, U.S. Census commuting patterns, US census labor force). *Advertised Jobs Data (wage rates, jobs by area, industry, and occupation, job education requirements, job experience requirements). *Supply and Demand (number of unemployed per job opening, education program completers). <i>Requires: *Advertised Jobs Data, and *Supply and Demand Requires Full Job Spider and Hosting by Geographic Solutions.</i> | NO |
| | CURRENT LABOR MARKET ANALYSIS MODULE: My LMI Dashboard: Labor market facts, Analyst Registration Module, area, occupation, industry, and education profiles (summary, narrative, details, and comparisons). Comparisons (area, industry, occupations, and education programs). Education and Training Data (training providers and schools, training and education programs, and education program completers). Employers (employer profile, employers posting jobs*). Area-Specific Data (description, jobs, employers, and candidates*, education, training and work experience, employment and wage data, demographics, and economic indicators). Industry-Specific Data (jobs and employers, employment and wage data, future employment outlook, staffing patterns). Occupation-Specific Data (job duties and descriptions, jobs, employers and candidates*, education, training and work experience, employment and wage data, nature of the work, job requirements, external web resources, related occupations, career ladder, and occupation videos). Education-Specific Data (program summary, training data, jobs data, and licensing). <i>Requires: Historic Labor Market Analysis Module and Full Job Spider.</i> | NO |
| Reemployment Exchange | REEMPLOYMENT EXCHANGE (REX): Integrates the initial Unemployment Insurance (UI) benefits claim application and weekly certification forms into the job search labor exchange system to stress and monitor work search activities. Interfaces in real-time with legacy UI systems uploading claim information and downloading claim status and balances. Provides dynamic tracking of claimants work search effectiveness and compliance, and includes automated messaging to claimants related to their work search activities. <i>Requires: UI Claimant Management, Core Services for Employers, Labor Exchange for Individuals, Labor Exchange for Employers, and Labor Exchange for Staff Modules.</i> | NO |

| | | |
|--------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| Benefits for Claimants and Employers | CLAIMANT BENEFITS PORTAL: Career Services (Career Tips, Career Explorer - match your skills - job skills, Career Explorer - match your skills - personal skills, Career Informer, Job Market Explorer). Financial Services (literacy and budget planning tools). Personal Profile (general information, background, activities, and documents, unemployment services with the ability to file a claim, continued claims, and appeals, view benefits, update personal information: your pin, banking information, claim status, benefits rights information, and information to make a Combined Wage Claim (CWC) decision; labor market information, job seeker and educational services, general information, help, and calendar information). <i>Requires: UI Claimant Management Module or Paid Family Leave Claimant Management Module.</i> | <u>NO</u> |
| | EMPLOYER BENEFITS PORTAL: Account management and registration, access to UI services including claim status and claims history, ability to file an appeal, protest potential benefits, mass layoff, view and protest employer charges, and access to alerts and notifications. <i>Requires: UI Employer Management Module or Paid Family Leave Employer Management Module.</i> | <u>NO</u> |
| Unemployment Insurance Staff | UI CLAIMANT MANAGEMENT MODULE: Online application, weekly online certification, monetary, non-monetary, case management, special programs (STC, DUA, TRA/RTAA, payments, overpayments, benefit charges, investigations, TOPS, interfaces, workflow, accounting, mass layoff, reemployment tools, administration, audit (BAM and BTQ), appeals, job search alerts and notifications, claimant stats screens (UI and Workforce staff), claimant dashboard, extended benefits management, RESEA/Profiling, federal and state reporting including data validation. | <u>NO</u> |
| | UI EMPLOYER MANAGEMENT MODULE: Account management and registration, access to UI service including claim status and claims history, ability to file an appeal, protest potential benefits, mass layoff, view and protest employer charges, and access to alerts and notifications. <i>Requires: UI Claimant Management Module.</i> | <u>NO</u> |
| | MANAGE DISASTER UNEMPLOYMENT ASSISTANCE PROGRAM (DUA): Manage DUA claims including application, weekly certification, monetary, non-monetary, payments, overpayments, employer charges, appeals, and notifications. <i>Requires: UI Claimant Management Module.</i> | <u>NO</u> |
| | MANAGE SHORT-TIME COMPENSATION PROGRAM (STC): Manage STC claims including application, weekly certification, monetary, non-monetary, overpayments, employer charges, appeals, and notifications. <i>Requires: UI Claimant Management Module.</i> | <u>NO</u> |
| | MANAGE MASS LAYOFFS PROGRAM: Manage mass layoff claims including application, weekly certification, monetary, non-monetary, payments, overpayments, employer charges, and notifications. <i>Requires: UI Claimant Management Module.</i> | <u>NO</u> |
| | APPEALS MANAGEMENT MODULE: Ability for individuals and employers to file appeals; staff to conduct appeals management; prepare .wav recordings of appeals, and perform appeals document management. | <u>NO</u> |
| | AUDIT MANAGEMENT MODULE: Includes Benefit Accuracy Measurement (BAM) and Benefits Timeliness and Quality (BTQ) audit management. | <u>NO</u> |
| | TRADE READJUSTMENT ALLOWANCE PROGRAM (TRA/ATAA) CLAIM MANAGEMENT MODULE: Manage TRA/ATAA claims, integrates with Virtual OneStop Trade Act Module, federal reporting. Also includes monetary, non-monetary, payments, overpayments, appeals, and notifications. <i>Requires: UI Claimant Management Module.</i> | <u>NO</u> |

| | | |
|--------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| | <p><u>TAX MANAGEMENT MODULE:</u> Provides employers and staff an online application to register and maintain accounts, calculate tax rates, submit and process quarterly tax and wage report data and remittances, identify and manage delinquencies and collection activities, review fraud analytics, and conduct tax audits.</p> | <u>NO</u> |
| | <p><u>TAX APPEALS MANAGEMENT MODULE:</u> Provides employers and staff the ability to file, conduct, track, and issue determinations on any tax-related appeal. Applicable documents are routed to an electronic file, hearings are recorded, and decisions are rendered using statutory language templates and precedent case history.</p> | <u>NO</u> |
| | <p><u>TRUST FUND ACCOUNTING MODULE:</u> Provides staff with the ability to track all financial transactions which impact any aspect of the unemployment program. All postings to the Clearing, Benefit Payment, Trust Fund, and Administrative accounts are tracked and federal reports are produced.</p> | <u>NO</u> |
| Paid Family Leave Staff | <p><u>PAID FAMILY LEAVE CLAIMANT MANAGEMENT MODULE:</u> Online application, weekly online certification, monetary, non-monetary case management, payments, overpayments, benefit charges, investigations, TOPS, interfaces, workflow, accounting, administration, appeals – notifications, claimant stats screens, claimant dashboard, extended benefits management, federal and state reporting.</p> | <u>NO</u> |
| | <p><u>PAID FAMILY LEAVE EMPLOYER MANAGEMENT MODULE:</u> Account management and registration, access to UI service including claim status and claims history, ability to file an appeal, protest potential benefits, mass layoff, view and protest employer charges, and access to alerts and notifications. <i>Requires: Paid Family Leave Claimant Management Module.</i></p> | <u>NO</u> |
| Workforce and Unemployment Insurance Staff | <p><u>MANAGE WORKFLOW – WORK ITEMS:</u> Manage Workflow includes the ability to create and manage Work Items including which group is assigned the Work Item, how many individuals or groups need to review the Work Item, and whether attachments are enabled on the Work Item. Work Items are available through Virtual OneStop and the Geographic Solutions Unemployment System and are used by staff to manage their assignments and responsibilities.</p> | <u>NO</u> |
| Administrators | <p><u>ADMINISTRATION SYSTEM:</u> Email addresses, email message design, administer event calendar, system defaults, administer a staff account, create a staff account, create privilege groups, change privilege group settings, delete privilege groups, administer individuals, administer employers, import/export data, data modification, archive records, restore records, administer an admin account, create an admin account, individual/claimant/employer services, system information, and system usage report.</p> | <u>YES</u> |
| | <p><u>WEB CONTENT MANAGEMENT MODULE:</u> A user-friendly, What You See Is What You Get (WYSIWYG) integrated content management tool. The content publisher lets staff create articles, customize web pages, change images, and add, edit, and delete content displayed in many different areas within the system.</p> | <u>YES</u> |
| | <p><u>DATA ASSISTANT:</u> A web-based utility that is specifically designed to import and export data to and from the Workforce Information Database (WID). The tool validates all data entered, including checks for empty fields, referential integrity, and primary key violations. Rejected data can be exported to an external file.</p> | <u>NO</u> |

Efficiency Tools

| Service Description | Included |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| <p>DOCUMENT MANAGEMENT:</p> <p>Features the ability to upload documents and associate them with an individual. Includes ability to attach documents to case notes and program verifications. Index, tag, store and retrieve digital documents associated with a user record. Digital signatures can be captured on select WIOA forms, eliminating the need to print document. Functionality includes the ability to retrieve and view documents by document name, tags, program association, verification item, or type. Linked documents can also be attached "in context" and reviewed within the program forms or by viewing the Verification Summary. Documents are stored securely in the central database. <i>Requires: Core Services for Staff Managing Individuals Module. *Digital signature hardware not included.</i></p> | <p><u>YES</u></p> |
| <p>DOCUMENT IMAGING:</p> <p>Ability to capture, store, index, and tag document images using web based scanning technology. Images can be scanned in real time using a TWAIN-compliant scanner at the user's workstation or on a local network. Module allows users to reorder, delete, append, or separate pages through the browser-based document viewer. Provides users the ability to manipulate document images with annotations, redactions, magnifications, drawing, and rotation options on separate layers. Document images are stored securely in the central database. Includes bulk scanning which incorporates bar coding of system forms which, when scanned, automatically route a copy of the form to an individual's unique documents folder. <i>Requires: Document Management Module. *Scanning hardware not included.</i></p> | <p><u>YES</u></p> |
| <p>REMOTE ELECTRONIC SIGNATURE:</p> <p>Remote Electronic Signature captures electronic signatures of staff, and of applicants via links sent by staff to applicants through text or email. Electronic signatures are embedded on the signature line of documents and are valid for federal program applications including Wagner Peyser (WP), Workforce Investment Opportunity Act (WIOA) Trade, etc.</p> | <p><u>YES</u></p> |
| <p>VOSCAN AUTOMATED SERVICE TRACKING MODULE:</p> <p>Automated tracking of services and events on location using scan card reader technology. Addition of scan card ID to registration. Reports (Activity, Services Provided to Individual, and Scan Card). <i>Requires: Service Tracking and Attendance Tracking Modules. *Scanning hardware and cards not included.</i></p> | <p><u>NO</u></p> |
| <p>HELP DESK MANAGEMENT MODULE:</p> <p>Provides live chat functionality and customer support for system users to communicate directly with a designated help desk staff member on a real-time basis. Chat appears in a separate window, allowing users to navigate their profile while receiving assistance. User's name appears as a hyperlink, giving staff one-click access to a user's case file. Chat is system integrated and compatible with all operating systems.</p> | <p><u>NO</u></p> |
| <p>VOSGREETER MODULE:</p> <p>Kiosk-based client sign-in and identification of area of interest. Integrated messaging to the appropriate staff about clients that are awaiting service(s).</p> | <p><u>NO</u></p> |
| <p>TOUCH SCREEN INTERFACE:</p> <p>A simplified job search function for touch screen kiosks. Job seeker will be required to visit a facility to see job details. <i>REQUIRES: KIOSK WITH INTERNET ACCESS.</i></p> | <p><u>NO</u></p> |

Job Aggregation

| Job Spider Level Description | Included |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| <p>STANDARD SPIDER:</p> <p>Includes spidered jobs in selected area from Career Builder, Hot Jobs, America's Labor Exchange, Job Central, Fortune 500 corporations, and state job board if available. <i>REQUIRES: CORE SERVICES FOR INDIVIDUALS MODULE.</i></p> | <u>N/A</u> |
| <p>FULL SPIDER:</p> <p>Includes all the jobs of the standard spider with the addition of spidered jobs in selected area from all available national job boards, local job boards, green job boards, Fortune 1000 corporations, federal government sites, state government sites, local government sites, national recruiters, military branches sites, major hospitals, major nonprofits, major newspapers, volunteer sites, chambers of commerce, and websites of all major employers. <i>REQUIRES: CORE SERVICES FOR INDIVIDUALS MODULE.</i></p> | <u>YES</u> |
| <p>FOCUSED SPIDER:</p> <p>Includes all the jobs of the full spider with the addition of dedicated research in a specific area for specific web sites. <i>REQUIRES: CORE SERVICES FOR INDIVIDUALS MODULE.</i></p> | <u>NO</u> |

Résumé Aggregation

| Description | Included |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| <p>RÉSUMÉ AGGREGATION:</p> <p>Résumés are collected from external websites nationally. Résumés collected from an aggregation process and from direct feeds. O*NET codes assigned for résumé work experience occupations whenever possible. Résumés become internal résumés to streamline employer access. <i>Requires: Core Services for Individuals Module and Hosting by Geographic Solutions.</i></p> | <u>NO</u> |

Interfaces

| User Type | Interface Description | Included |
|-------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| Individual, Employer, Staff, and Labor Market Analyst | <p>WEB INTERFACE:</p> <p>For users with average speed Internet/Intranet access.</p> | <u>YES</u> |
| | <p>TEXT INTERFACE:</p> <p>For users who want maximum performance.</p> | <u>YES</u> |
| Individual and Employer | <p>*FOREIGN LANGUAGE MODULE:</p> <p>Translation of content for individuals and employers in the following language configuration options: Manual translation in Spanish and automated translation of other languages using Google Translate cloud translation services. <i>*Help videos not available in additional languages.</i></p> | <u>YES</u> |
| | <p>VISUALLY-IMPAIRED INTERFACE:</p> <p>Version of Services for Individuals and Services for Employers that is optimized for screen readers such as JAWS.</p> | <u>YES</u> |

| User Type | Interface Description | Included |
|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| Individual and Staff | <p>VOS REO (VIRTUAL ONESTOP REENTRY EMPLOYMENT OPPORTUNITIES) MODULE:</p> <p>Controlled, restricted access to Virtual OneStop job search and career exploration tools from designated workstations in a correctional facility. To access VOS REO from a workstation, the offender will launch the application from the secure desktop icon, the VOS REO session will open in a controlled environment, hiding addresses and browser navigation options. Facilitators and instructors can assist individuals with job search, résumé development, and career exploration using their staff login account.</p> <p><i>Requirements: Core Services for Individuals Module, Labor Exchange for Individuals, Core Assessment, Standard Job Spider, Core Services for Staff Managing Individuals, Core Case Management Module. *Hardware not included.</i></p> | <p>NO</p> |

EXHIBIT 2

Geographic Solutions

Virtual OneStop®

License Agreement



Copyright © 2024 by Geographic Solutions, Inc. All rights reserved. Trademarks and Acknowledgements: Virtual OneStop®, Virtual LMI®, VOSGreeter®, VOScan®, VOSJobs®, Virtual Recruiter®, Reemployment Exchange® (REX), Geographic Solutions Unemployment System (GUS)®, America's Labor Market Analyzer (ALMA)®, and VOS Connect® are trademarks of Geographic Solutions, Inc. Other names and brands may be trademarks of their respective owners.

Virtual OneStop® End-User Software License Agreement

THIS AGREEMENT is made by and between GEOGRAPHIC SOLUTIONS, INC., a Florida corporation, with offices at 2570 Coral Landings Blvd, Palm Harbor, Florida 34684 ("GEOGRAPHIC SOLUTIONS") and the New Hampshire Employment Security ("LICENSEE") (collectively, the "PARTIES").

WITNESSETH:

WHEREAS, GEOGRAPHIC SOLUTIONS is the owner of, or has acquired rights to, certain Software and Documentation known as the PROGRAM which is the subject of this License Agreement (the "PROGRAM");

WHEREAS, LICENSEE desires access and use of the PROGRAM; and

WHEREAS, GEOGRAPHIC SOLUTIONS desires to grant to LICENSEE and LICENSEE desires to obtain from GEOGRAPHIC SOLUTIONS a non-exclusive limited right to access and use the PROGRAM and related documentation solely in accordance with the terms and on the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, the parties, each intending to be legally bound hereby, do promise and agree as follows.

1. **DEFINITIONS.** In addition to terms elsewhere defined in this Agreement, the following terms shall have the meanings set forth in this Section 1 for purposes of this Agreement:
 - 1.1. **DELIVERY.** A PROGRAM module will be considered to be DELIVERED to LICENSEE when it is made available to LICENSEE via the World Wide Web.
 - 1.2. **DOCUMENTATION** means user manuals and other written materials that relate to PROGRAM. DOCUMENTATION shall include any ERROR CORRECTIONS, MAINTENANCE MODIFICATIONS or BASIC ENHANCEMENTS thereto created by GEOGRAPHIC SOLUTIONS from time to time, and shall include MAJOR ENHANCEMENTS thereto when added to the DOCUMENTATION in connection with services contracted by LICENSEE under separate agreement with GEOGRAPHIC SOLUTIONS.
 - 1.3. **ENHANCEMENTS** shall mean changes or additions, other than MAINTENANCE MODIFICATIONS, to PROGRAM and related DOCUMENTATION, including all new RELEASES, that improve functions, add new functions, or significantly improve performance by changes in system design or coding.
 - 1.4. **BASIC ENHANCEMENTS** mean any ENHANCEMENTS that are not MAJOR ENHANCEMENTS.
 - 1.5. **MAJOR ENHANCEMENTS** means changes or additions to the PROGRAM and related DOCUMENTATION that (1) have a value and utility separate from the use of the

PROGRAM and DOCUMENTATION; (2) as a practical matter, may be priced and offered separately from the PROGRAM and DOCUMENTATION; and (3) are not made available to GEOGRAPHIC SOLUTIONS' customers without separate charge.

- 1.6. **ERROR** is a statement or omission in the PROGRAM that causes or results in a departure from the PROGRAM'S specifications.
- 1.7. **ERROR CORRECTION** is either a modification or addition other than ENHANCEMENTS or MAINTENANCE MODIFICATIONS that, when made or added to the PROGRAM, brings the PROGRAM substantially within its specifications, procedure, or routine.
- 1.8. **HOST SERVERS** are the specific servers that are the property of GEOGRAPHIC SOLUTIONS. These GEOGRAPHIC SOLUTIONS servers will be accessible to the public and staff of LICENSEE via the Internet.
- 1.9. **MAINTENANCE MODIFICATIONS** are any modifications or revisions, other than MAJOR ENHANCEMENTS, to the PROGRAM or DOCUMENTATION that correct ERRORS, support new RELEASES of the operating systems with which the PROGRAM is designed to operate, support new input/output (I/O) devices, or provide other incidental updates and corrections.
- 1.10. **PROGRAM** is privately funded restricted computer software composed of the GEOGRAPHIC SOLUTIONS Virtual OneStop® Program Modules listed in Exhibit "A" attached hereto collectively referred to as the PROGRAM including any ERROR CORRECTIONS, MAINTENANCE MODIFICATIONS and ENHANCEMENTS thereto and updates thereof furnished by GEOGRAPHIC SOLUTIONS.
- 1.11. **PROGRAM ACTIVATION DATE** is the earliest date that the PROGRAM is available to the LICENSEE via the World Wide Web.
- 1.12. **QUALIFIED PRIMARY CONTACT** means the individual designated by LICENSEE for all technical support communications with GEOGRAPHIC SOLUTIONS. LICENSEE'S designee shall be an experienced and trained user.
- 1.13. **REGULAR BUSINESS HOURS** are between 8.00 a.m. and 5.00 p.m. Eastern Time, Monday through Friday, excluding regularly scheduled national and business holidays.
- 1.14. **RELEASE** is a new version of the PROGRAM, which may include MAINTENANCE MODIFICATIONS, ERROR CORRECTIONS, and/or ENHANCEMENTS.
- 1.15. **SERVICE AREA** is the limited region in which the PROGRAM will be used to provide services to the residents of that specific area.

- 1.16. **STANDARD REPORTING PROCEDURE** is the reporting of ERRORS by the QUALIFIED PRIMARY CONTACT, to GEOGRAPHIC SOLUTIONS via fax at 727-786-5871 or E-mail to techspt@geosolinc.com.
 - 1.17. **SOURCE CODE** is the human-readable form of the PROGRAM including all comments and any procedural code.
 - 1.18. **LICENSEE** is the entity so identified above and any wholly owned subsidiary thereof that shall be established for the principal purpose of licensing the PROGRAM.
 - 1.19. **LICENSE FEES.** As consideration for the LICENSE granted herein, LICENSEE agrees to pay the fees for the PROGRAM as set forth in Exhibit "A".
 - 1.20. **USER TYPE** is the population of individuals which the PROGRAM will provide services to.
 - 1.21. **WORKFORCE INFORMATION DATABASE** is a centralized database developed to support states' efforts to develop and maintain a comprehensive labor market and occupational information system.
2. **ACCEPTANCE.** A PROGRAM module will be deemed to be accepted by LICENSEE when: (a) an authorized representative of the LICENSEE signs a GEOGRAPHIC SOLUTIONS Acceptance Certificate, as identified in Exhibit "D", stating that the PROGRAM module has been accepted; (b) the PROGRAM module is accessible by LICENSEE and has been operating on the HOST SERVERS without a significant reported and reproducible ERROR for a period of fifteen (15) calendar days; or (c) within fifteen (15) calendar days of receiving an Acceptance Certificate, LICENSEE does not return the Certificate to GEOGRAPHIC SOLUTIONS, indicating rejection of the PROGRAM module and a valid reason for the rejection. Acceptance by LICENSEE shall not be unreasonably withheld.
 3. **LICENSE GRANT.** For the Term of this Agreement and in consideration of the payment of the LICENSE FEES set forth herein, GEOGRAPHIC SOLUTION hereby grants to LICENSEE a limited, non-exclusive, nontransferable and nonassignable license to use the package of computer and related materials identified in Exhibit "A" for the SERVICE AREA and USER TYPE. The computer and related materials identified in Exhibit "A" shall constitute the PROGRAM.
 4. **SCOPE OF LICENSE.** LICENSEE may use the PROGRAM and DOCUMENTATION for servicing the needs of its business only and is authorized to use, access and display the PROGRAM and DOCUMENTATION on any computer that LICENSEE uses within the scope of its business, including accessing the PROGRAM and DOCUMENTATION via an internet or intranet computer. The grant of this license shall not transfer or vest LICENSEE with any intellectual property rights in and to the PROGRAM and DOCUMENTATION. All rights to the PROGRAM and DOCUMENTATION shall remain the exclusive right of GEOGRAPHIC SOLUTIONS.
 5. **SERVICE AREA.** The SERVICE AREA for this Agreement is New Hampshire and 50 miles outside the border.

6. **USER TYPE.** The USER TYPE for this Agreement is residents and employers in the SERVICE AREA and the staff providing them workforce development and labor market information services. Certain labor market and employer data will only be available for the SERVICE AREA.
7. **INSTALLATION.** GEOGRAPHIC SOLUTIONS will install the PROGRAM on the HOST SERVERS. GEOGRAPHIC SOLUTIONS will not be responsible for delays caused by events or circumstances beyond its reasonable control. The PROGRAM will utilize data from State and Federal sources. Delays by State and Federal agencies in providing this data may affect the availability of some portions of the PROGRAM.
8. **EFFECTIVE DATE.** This Agreement shall become effective as of 07/01/2024.
9. **TERM OF AGREEMENT.** The initial term of this Agreement shall be twelve (12) months from the EFFECTIVE DATE as defined herein and shall automatically renew thereafter for subsequent terms of one (1) year ("Extended Term") provided that at the time of automatic renewal, LICENSEE is not in default of any provision of this Agreement. Either party may opt out of the automatic renewal and terminate any subsequent Extended Term by providing a signed written notice of termination that is received by the other party at least thirty (30) calendar days before the automatic renewal of any Extended Term.
10. **TERMINATION.** LICENSEE may terminate this Agreement at any time by providing GEOGRAPHIC SOLUTIONS written notice of termination with full payment of all LICENSE FEES set forth in Exhibit "A." GEOGRAPHIC SOLUTIONS may, at its sole discretion, terminate this Agreement and/or suspend all PROGRAM and DOCUMENTATION use under this Agreement, if LICENSEE fails to timely pay all LICENSE FEES under this Agreement or under any other agreement with GEOGRAPHIC SOLUTIONS. GEOGRAPHIC SOLUTIONS may at its sole discretion, terminate this Agreement and/or suspend all PROGRAM and DOCUMENTATION use if LICENSEE fails to fulfill its obligations under this Agreement or under any other agreement with GEOGRAPHIC SOLUTIONS. Upon such termination by GEOGRAPHIC SOLUTIONS, LICENSEE agrees to return to GEOGRAPHIC SOLUTIONS the PROGRAM and all copies and portions thereof. This Agreement and all services will be terminated immediately upon the modification of the PROGRAM by LICENSEE, or any party other than direct employees of GEOGRAPHIC SOLUTIONS, unless a specific waiver for such activity is granted in advance, in writing, by GEOGRAPHIC SOLUTIONS. Upon expiration or termination of this Agreement, all licenses granted to LICENSEE for access and use of the PROGRAM and DOCUMENTATION shall terminate and LICENSEE shall immediately cease all further use or access of the PROGRAM and DOCUMENTATION.
11. **THIRD PARTY DATABASE.** The PROGRAM may access a database of businesses. The database of businesses is available through a master agreement between the Connecticut Department of Labor and Data Axle ©. Use of the information from the database beyond that associated with the PROGRAM is prohibited without prior written consent from Data Axle © LICENSEE shall not resell or duplicate the information contained in the Data Axle © database. LICENSEE'S

authorized use of the Data Axle © database ceases upon termination or expiration of this Agreement.

12. **PUBLICITY. Publicity & Press Release.** Within thirty (30) days of Contract execution and upon PROGRAM DELIVERY, GEOGRAPHIC SOLUTIONS is permitted to publish a press release announcing that GEOGRAPHIC SOLUTIONS and Licensee have executed this Agreement to launch a new PROGRAM ("Press Release"). GEOGRAPHIC SOLUTIONS shall be permitted to publish the Press Release in any format and medium throughout the world. GEOGRAPHIC SOLUTIONS shall provide LICENSEE a copy of the Press Release prior to publication for Licensee's review and approval, which shall not be unreasonably withheld. Licensee shall identify GEOGRAPHIC SOLUTIONS as the provider of the PROGRAM in any advertisements, promotional materials, announcements or press releases regarding the Program published by Licensee, its subcontractors or its representatives which shall include the following: "Software Developed by Geographic Solutions, Inc. ®, Palm Harbor Florida, (727) 786-7955." Licensee acknowledges and agrees that the PROGRAM will include a link to the main GEOGRAPHIC SOLUTIONS website, www.geographicsolutions.com. LICENSEE is prohibited from placing any advertising on any website through which the PROGRAM is accessed by LICENSEE, any authorized user, or any end-user without GEOGRAPHIC SOLUTIONS' prior written consent.
13. **HIRING.** LICENSEE acknowledges that GEOGRAPHIC SOLUTIONS will provide a valuable service by identifying and assigning personnel to LICENSEE. LICENSEE further acknowledges that LICENSEE would receive substantial additional value, and GEOGRAPHIC SOLUTIONS would be deprived of the benefits of its work force, if LICENSEE were to directly hire GEOGRAPHIC SOLUTIONS' personnel after they have been introduced to LICENSEE by GEOGRAPHIC SOLUTIONS. Without the prior written consent of GEOGRAPHIC SOLUTIONS, LICENSEE shall not recruit or hire any personnel of GEOGRAPHIC SOLUTIONS who are or have been assigned to perform work for LICENSEE, without the prior written consent of GEOGRAPHIC SOLUTIONS, for a period of one (1) year after termination of this Agreement.
14. **PROGRAM ACTIVATION.** Upon execution of this Agreement by both parties, GEOGRAPHIC SOLUTIONS will create the PROGRAM and DOCUMENTATION for LICENSEE and make the PROGRAM and DOCUMENTATION available for access by LICENSEE on the World Wide Web.
15. **FEES AND PAYMENT.** LICENSEE shall pay the LICENSE FEES and other associated fees identified in Exhibit "A" pursuant to the payment plan identified in Exhibit "B". LICENSEE shall be responsible for paying all sales, use, excise, value-added, or other tax or governmental charges imposed on the use of the PROGRAM or DOCUMENTATION hereunder. LICENSEE'S failure to pay the full balance of LICENSE FEES within thirty (30) days from the date in which such fees are due shall give rise to GEOGRAPHIC SOLUTIONS' termination rights under Section 10 of this Agreement. GEOGRAPHIC SOLUTIONS shall charge eight percent (8%) per year interest on all fees over thirty (30) days past due. LICENSEE payments shall be suspended for the period of time that LICENSEE is unable to access the production system for reasons exclusively attributable to GEOGRAPHIC SOLUTIONS' breach of this Agreement.

16. SUPPORT AND MAINTENANCE. During the term of this Agreement, GEOGRAPHIC SOLUTIONS will provide maintenance and support services in support of the PROGRAM listed in EXHIBIT A. These services shall consist of:

- 16.1. TELEPHONE SUPPORT.** GEOGRAPHIC SOLUTIONS shall provide LICENSEE priority telephone support during 24 hours a day that permits LICENSEE to report problems and seek assistance in use of the PROGRAM.
- 16.2. E-MAIL SUPPORT.** GEOGRAPHIC SOLUTIONS shall provide LICENSEE priority E-mail support during 24 hours a day that permits LICENSEE to report problems and seek assistance in use of the PROGRAM.
- 16.3. ONLINE SUPPORT.** GEOGRAPHIC SOLUTIONS shall provide LICENSEE priority online support during 24 hours a day that permits LICENSEE to report problems and seek assistance via the GEOGRAPHIC SOLUTIONS Online Project Communication web site.
- 16.4. ERROR CORRECTION.** GEOGRAPHIC SOLUTIONS shall use reasonable diligence to correct verifiable and reproducible over the Internet ERRORS when reported to GEOGRAPHIC SOLUTIONS in accordance with its STANDARD REPORTING PROCEDURES. The ERROR CORRECTION, when completed, may be provided in the form of a "temporary fix," consisting of sufficient programming and operating instructions to implement the ERROR CORRECTION.
- 16.5. RELEASES.**

GEOGRAPHIC SOLUTIONS will periodically issue new RELEASES to the PROGRAM, containing ERROR CORRECTIONS and/or ENHANCEMENTS, to LICENSEES who have agreement for support and maintenance in effect. GEOGRAPHIC SOLUTIONS shall provide LICENSEE access to the new RELEASE of the PROGRAM covered by support and maintenance, without additional charge. RELEASES are cumulative; therefore LICENSEE is required to use each new RELEASE as it becomes available.
- 16.6. DIGITAL MAP CHANGES.** GEOGRAPHIC SOLUTIONS agrees to perform minor modifications to the digital maps in the PROGRAM to incorporate geographic boundary changes. GEOGRAPHIC SOLUTIONS will designate modifications resulting from boundary changes as minor or major, depending on its assessment of the development that is required. By way of example, but not by way of limitation, a realignment of a Workforce Development Area definition may be considered a minor change and the introduction of a new geographic layer considered a major change.
- 16.7. CODE CHANGES RESULTING FROM WID DATABASE STRUCTURE CHANGES.** GEOGRAPHIC SOLUTIONS agrees to perform minor modifications to the PROGRAM to incorporate changes that result from revisions to tables in the WID DATABASE structure on which the PROGRAM operates. WID DATABASE changes must be defined in writing by

the U.S. Department of Labor, Employment and Training Administration. GEOGRAPHIC SOLUTIONS in its sole discretion will designate modifications resulting from WID DATABASE changes as minor or major, depending on its assessment of the development that is required. By way of example, but not by way of limitation, a change in a field name may be considered a minor change and the introduction of a new WID DATABASE table structure may be considered a major change.

16.8. REGULATION CHANGES

All such error corrections, bug fixes, patches, updates, New Releases, or other modifications shall be the sole property of GEOGRAPHIC SOLUTIONS.

17. SUPPORT RESPONSE AND RESOLUTION TIME

17.1. SUPPORT RESPONSE TIME. GEOGRAPHIC SOLUTIONS will take action on any support issue raised by LICENSEE within forty-eight (48) hours. This period does not include weekends and GEOGRAPHIC SOLUTIONS' holidays. A response will normally occur in significantly less than forty-eight (48) hours.

17.2. SUPPORT RESOLUTION TIME. The support resolution time required for GEOGRAPHIC SOLUTIONS to answer a question or resolve a problem raised by LICENSEE will vary considerably depending on the type of problem. Usually GEOGRAPHIC SOLUTIONS will answer questions and provide solutions to problems the same day they are received, often immediately. If research or consultation with specialists is required, resolution may take longer.

18. MAJOR ENHANCEMENTS. GEOGRAPHIC SOLUTIONS may, from time to time, make available major ENHANCEMENTS to LICENSEE for an additional charge.

19. ADDITIONAL ENHANCEMENTS. LICENSEE may, from time to time, request that GEOGRAPHIC SOLUTIONS incorporate certain features, enhancements or modifications into the PROGRAM. GEOGRAPHIC SOLUTIONS may, in its sole discretion, undertake to incorporate such changes and distribute the PROGRAM so modified to LICENSEE.

20. EXCEPTIONS. The following matters are not covered by this agreement:

- 20.1.** Any problem resulting from the misuse, improper use, alteration, or damage of the PROGRAM;
- 20.2.** Any problem caused by modifications in any version of the PROGRAM not authorized by GEOGRAPHIC SOLUTIONS;
- 20.3.** Any problem resulting from programming software other than the PROGRAM;
- 20.4.** Any problem caused by, or issues associated with third-party software utilities, operating systems and database software that may be utilized by the Program. This includes, but is

not limited to, MapObjectsLT®, ASPEmail®, Polarspellchecker®, CKEditor®, Corda PopChart®, Corda Highwire®, Infragistics®, Sovren Resume Parser®, Visifire®, Dotimage®, Web TWAIN®, Microsoft® Internet Information Server®, Adobe Acrobat® and Microsoft SQL Server®;

20.5. Any problem resulting from the combination of the PROGRAM with such other programming or equipment to the extent such combination has not been approved by GEOGRAPHIC SOLUTIONS. Any problem resulting from the combination of the PROGRAM with such other programming or equipment, to the extent such combination has not been approved by GEOGRAPHIC SOLUTIONS;

20.6. LICENSEE will be required to pay GEOGRAPHIC SOLUTIONS normal charges and expenses for time or other resources provided by GEOGRAPHIC SOLUTIONS to diagnose or attempt to correct matters not covered by this Agreement. In addition, LICENSEE is responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, and other hardware necessary to operate the PROGRAM and to obtain maintenance and support services from GEOGRAPHIC SOLUTIONS.

21. **HOSTING SERVICES.** During the term of this Agreement GEOGRAPHIC SOLUTIONS shall provide hosting services for the PROGRAM to provide Internet accessibility. This service includes the provision of the equipment, facilities, hardware, software and services outlined in EXHIBIT C. GEOGRAPHIC SOLUTIONS reserves the right to modify, alter, improve, or change the equipment, facilities and hardware outlined in EXHIBIT C at any time.

22. LICENSEE'S OBLIGATION

22.1. **Cooperation.** LICENSEE agrees to use STANDARD REPORTING PROCEDURES to promptly notify GEOGRAPHIC SOLUTIONS following the discovery of any ERROR. Further, upon discovery of an ERROR, LICENSEE agrees, if requested by GEOGRAPHIC SOLUTIONS, to submit to GEOGRAPHIC SOLUTIONS a listing of output and any other data that GEOGRAPHIC SOLUTIONS may require in order to reproduce the ERROR, and the operating conditions under which the ERROR occurred or was discovered.

22.2. **Qualified Primary Contact.** LICENSEE shall designate the QUALIFIED PRIMARY CONTACT. It is recommended that the QUALIFIED PRIMARY CONTACT obtain the GEOGRAPHIC SOLUTIONS' Software Administrator Training. GEOGRAPHIC SOLUTIONS reserves the right to refuse assistance or to charge additional fees if an operator seeks assistance with respect to matters not directly relating to the operation of the PROGRAM. LICENSEE may change the QUALIFIED PRIMARY CONTACT by providing prior written notice to GEOGRAPHIC SOLUTIONS.

23. PROTECTION OF SOFTWARE

- 23.1. Proprietary Notices.** LICENSEE will respect and not remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any PROGRAM, DOCUMENTATION, or any other output generated by the PROGRAM.
- 23.2. No Reverse Engineering.** LICENSEE agrees not to modify, reverse engineer, disassemble, or decompile the PROGRAM, or any other output generated by the PROGRAM
- 23.3. Ownership.** LICENSEE acknowledges that GEOGRAPHIC SOLUTIONS is the sole and exclusive owner of the PROGRAM and DOCUMENTATION, including all modifications, updates, and revisions, and all intellectual property rights therein. LICENSEE shall not have any right, title, or interest to any PROGRAM and DOCUMENTATION, including all modifications, updates, and revisions. LICENSEE shall secure and protect all PROGRAM, DOCUMENTATION, ENHANCEMENT, ERROR CORRECTION, and MAINTENANCE MODIFICATION, including all modifications, updates and revisions consistent with the maintenance of GEOGRAPHIC SOLUTIONS' proprietary rights therein. Any data or information input into the PROGRAM by or on behalf of the LICENSEE during the term of this Agreement will become the property of the LICENSEE and will be treated as confidential by GEOGRAPHIC SOLUTIONS. All other data displayed in the system, unless otherwise noted, is the sole property of GEOGRAPHIC SOLUTIONS and is protected under U.S. copyright law.

24. CONFIDENTIALITY

- 24.1. Acknowledgement.** LICENSEE hereby acknowledges and agrees that the PROGRAM and DOCUMENTATION, including all modifications, updates and revisions, constitute and contain valuable proprietary products and trade secrets of GEOGRAPHIC SOLUTIONS, embodying substantial creative efforts and confidential information, ideas, and expressions. Accordingly, LICENSEE shall treat (and take precautions to ensure that its employees treat) the PROGRAM and DOCUMENTATION, including all modifications, updates and revisions, as confidential in accordance with the confidentiality requirements and conditions set forth below.
- 24.2. Maintenance of Confidential Information.** LICENSEE shall not, at any time, disclose or disseminate any confidential information to any person, firm or organization that does not need to obtain access thereto in connection with LICENSEE'S exercise of its rights under this Agreement. LICENSEE shall not disclose confidential information to any employee or agent of LICENSEE who does not need to obtain access thereto in connection with LICENSEE'S exercise of its rights under this Agreement. Each party agrees to keep confidential all confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential

information); provided, however, that neither party shall have any such obligation with respect to use of disclosure to other non- parties to this Agreement of such confidential information as can be established to: (1) have been known publicly; (2) have been known generally in the industry before communication by the disclosing party to the recipient; (3) have become known publicly, without fault on the part of the recipient, subsequent to disclosure by the disclosing party; (4) have been known otherwise by the recipient before communication by the disclosing party; or (5) have been received by the recipient without any obligation of confidentiality from a source (other than the disclosing party) lawfully having possession of such information.

- 24.3. Injunctive Relief.** LICENSEE acknowledges that the unauthorized use, transfer or disclosure of the PROGRAM, DOCUMENTATION, data and all modifications, updates and revisions, or copies thereof will: (1) substantially diminish the value to GEOGRAPHIC SOLUTIONS of the trade secrets and other proprietary interests that are the subject of this Agreement; (2) render GEOGRAPHIC SOLUTIONS' remedy at law for such unauthorized use, disclosure or transfer inadequate; and (3) cause irreparable injury in a short period of time. If LICENSEE breaches any of its obligations with respect to the use or confidentiality of the PROGRAM, DOCUMENTATION, data and all modifications, updates and revisions, GEOGRAPHIC SOLUTIONS shall be entitled to equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief.

25. WARRANTIES

- 25.1. Limited Warranty.** GEOGRAPHIC SOLUTIONS represents and warrants to LICENSEE that for a period of one hundred and eighty days (180) days from the date of ACCEPTANCE of the PROGRAM (referred to as the "WARRANTY PERIOD"), the PROGRAM when properly used by LICENSEE, will perform substantially to the PROGRAM'S functional specifications. During the WARRANTYPERIOD, if any reproducible ERROR in the PROGRAM appears, for which GEOGRAPHIC SOLUTIONS is responsible, GEOGRAPHIC SOLUTIONS shall employ prompt, commercially reasonable efforts to correct or cure such ERROR at no additional charge to LICENSEE. However, GEOGRAPHIC SOLUTIONS, is not obligated to correct, cure, or otherwise remedy any ERROR in the PROGRAM if (1) LICENSEE has performed any maintenance or modifications to the PROGRAM without GEOGRAPHIC SOLUTIONS' express prior written authorization; (2) the PROGRAM has been misused or damaged in any respect; or (3) GEOGRAPHIC SOLUTIONS has not been notified, in writing, of the existence and nature of such ERROR promptly upon discovery. The foregoing warranty shall apply only to the most current version of the PROGRAM issued by GEOGRAPHIC SOLUTIONS. GEOGRAPHIC SOLUTIONS assumes no responsibility for the use of superseded, outdated, or uncorrected versions of the PROGRAM. GEOGRAPHIC SOLUTIONS is not responsible for obsolescence of the PROGRAM that may result from changes in LICENSEE'S requirements.

- 25.2. **Third Party Data.** LICENSEE acknowledges that the PROGRAM may display data from other organizations and/or access Internet sites of other organizations and/or provide Internet links to allow users to visit the web sites of other organizations. GEOGRAPHIC SOLUTIONS makes no representations concerning this information or regarding the quality or acceptability of the data, products or services offered by the companies or providers referenced at these sites, or whether any permission or agreement may be required by LICENSEE to access this information. GEOGRAPHIC SOLUTIONS reserves the right to remove this data and/or these links if it deems it necessary.
- 25.3. **Data Loss.** LICENSEE acknowledges that any use of computers is subject to a likelihood of human and machine errors, omissions, delays and losses, including loss or corruption of data or media. LICENSEE agrees to adopt such measures as it deems necessary to limit the impact of those problems, including verifying the accuracy of input data; examining and confirming results prior to use; and adopting procedures to identify and correct errors and omissions, replace lost or damaged media, and reconstruct data.
- 25.4. **Limitations.** Notwithstanding the warranty provisions set forth herein, all of GEOGRAPHIC SOLUTIONS' obligations with respect to such warranties shall be contingent on LICENSEE'S use of the PROGRAM in accordance with this Agreement and in accordance with GEOGRAPHIC SOLUTIONS' instructions as provided by GEOGRAPHIC SOLUTIONS in the DOCUMENTATION, as such instructions may be amended, supplemented, or modified by GEOGRAPHIC SOLUTIONS from time to time. GEOGRAPHIC SOLUTIONS shall have no warranty obligations with respect to any failures of the PROGRAM which are the result of accident, abuse, misapplication, extreme power surge, acts of god, LICENSEE modification, or electromagnetic field.
- 25.5. **LICENSEE'S Sole Remedy for Breach of Warranty.** GEOGRAPHIC SOLUTIONS' entire liability and LICENSEE'S exclusive remedy for breach of warranty shall be repair or replacement of the PROGRAM; provided GEOGRAPHIC SOLUTIONS receives written notice of the breach.
- 25.6. **Disclaimer of Warranties.** GEOGRAPHIC SOLUTIONS DOES NOT REPRESENT OR WARRANT THAT ALL ERRORS IN THE PROGRAM AND DOCUMENTATION WILL BE CORRECTED. THE WARRANTIES STATED IN THIS SECTION ARE THE SOLE AND THE EXCLUSIVE WARRANTIES OFFERED BY GEOGRAPHIC SOLUTIONS. THERE ARE NO OTHER WARRANTIES RESPECTING THE PROGRAM AND DOCUMENTATION, AND SERVICES PROVIDED HEREUNDER, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF GEOGRAPHIC SOLUTIONS HAS BEEN INFORMED OF SUCH PURPOSE. NO AGENT OF GEOGRAPHIC SOLUTIONS IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF GEOGRAPHIC SOLUTIONS AS SET FORTH HEREIN.

26. LIMITATION OF LIABILITY. LICENSEE ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH GEOGRAPHIC SOLUTIONS IS CHARGING HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY GEOGRAPHIC SOLUTIONS OF THE RISK OF LICENSEE'S CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH THE SERVICES PROVIDED AND/OR LICENSEE'S USE OF THE PROGRAM AND DOCUMENTATION. ACCORDINGLY, LICENSEE AGREES THAT GEOGRAPHIC SOLUTIONS SHALL NOT BE RESPONSIBLE TO LICENSEE FOR ANY COMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE SOFTWARE, OR THE PERFORMANCE OF SERVICES BY GEOGRAPHIC SOLUTIONS PURSUANT TO THIS AGREEMENT. ANY PROVISION HEREIN TO THE CONTRARY, NOTWITHSTANDING THE MAXIMUM LIABILITY OF GEOGRAPHIC SOLUTIONS TO ANY PERSON, FIRM OR CORPORATION WHATSOEVER ARISING OUT OF OR IN THE CONNECTION WITH ANY LICENSE, USE, MAINTENANCE OR OTHER EMPLOYMENT OF ANY PROGRAM OR DOCUMENTATION DELIVERED TO LICENSEE HEREUNDER, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON BREACH OR REPUDIATION OF CONTRACT, WARRANTY, TORT OR OTHERWISE, SHALL IN NO CASE EXCEED THE ACTUAL FEES PAID TO GEOGRAPHIC SOLUTIONS BY LICENSEE FOR THE USE OF THE PROGRAM AND DOCUMENTATION DURING THE YEAR IN WHICH THE CLAIM WAS ASSERTED. THE ESSENTIAL PURPOSE OF THIS PROVISION IS TO LIMIT THE POTENTIAL LIABILITY OF GEOGRAPHIC SOLUTIONS ARISING OUT OF THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH IN THIS SECTION ARE INTEGRAL TO THE AMOUNT OF CONSIDERATION LEVIED IN CONNECTION WITH THE AUTHORIZATION TO USE THE PROGRAM AND DOCUMENTATION AND ANY SERVICES RENDERED HEREUNDER AND THAT, WERE GEOGRAPHIC SOLUTIONS TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN, SUCH CONSIDERATION WOULD OF NECESSITY BE SET SUBSTANTIALLY HIGHER.

27. INDEMNIFICATION

27.1. GEOGRAPHIC SOLUTIONS shall indemnify, hold harmless and defend LICENSEE against any action brought against LICENSEE to the extent that such action is based on a claim that the PROGRAM and/or DOCUMENTATION, when used in accordance with this Agreement, infringes a United States copyright and GEOGRAPHIC SOLUTIONS shall pay all costs, settlements and damages finally awarded, provided that: LICENSEE promptly notifies GEOGRAPHIC SOLUTIONS in writing of any claim, gives GEOGRAPHIC SOLUTIONS sole control of the defense and settlement thereof and provides all reasonable assistance in connection therewith. If the PROGRAM and/or DOCUMENTATION is adjudged to infringe, or in GEOGRAPHIC SOLUTIONS' opinion is likely to be adjudged an infringement, GEOGRAPHIC SOLUTIONS shall, at its sole discretion and option, either: (1) replace the PROGRAM and/or DOCUMENTATION with a substantially equivalent noninfringing PROGRAM and/or DOCUMENTATION; (2) modify the PROGRAM and/or DOCUMENTATION to make it noninfringing; or (3) require LICENSEE to cease all use of the PROGRAM and/or PROGRAM and return any copies of such PROGRAM and/or

DOCUMENTATION: Upon compliance with GEOGRAPHIC SOLUTIONS' demand, LICENSEE will receive a credit of the fee paid, less reasonable depreciation, upon return of the PROGRAM and DOCUMENTATION. GEOGRAPHIC SOLUTIONS shall have no liability regarding any claim arising out of: (a) LICENSEE'S use of other than a current, unaltered RELEASE of the PROGRAM and/or DOCUMENTATION, unless the infringing portion is also in the then current, unaltered release, (b) LICENSEE'S use of the PROGRAM in combination with non-LICENSE software, data or equipment if the infringement was caused by such use or combination, (c) any modification or derivation of the PROGRAM not specifically authorized in writing by GEOGRAPHIC SOLUTIONS, or (d) use of third party software. THE FOREGOING STATES THE ENTIRE LIABILITY OF GEOGRAPHIC SOLUTIONS AND THE EXCLUSIVE REMEDY FOR LICENSEE RELATING TO INFRINGEMENT OR CLAIMS OF INFRINGEMENT OF ANY COPYRIGHT OR OTHER PROPRIETARY RIGHT BY THE PROGRAM.

- 28. ESCROW.** Within thirty (30) days of the initial payment of the License fees set forth in Exhibit A and quarterly thereafter during the Term of this Agreement GEOGRAPHIC SOLUTIONS shall deposit the SOURCE CODE and DOCUMENTATION for the most recent version of the PROGRAM in escrow with an Escrow Agent. An Escrow Agent will be chosen by GEOGRAPHIC SOLUTIONS that is acceptable to the LICENSEE. The SOURCE CODE shall be delivered to the LICENSEE by the Escrow Agent within thirty (30) days solely in the event that GEOGRAPHIC SOLUTIONS ceases to do business or exist as a valid business-entity or dissolves for more than thirty (30) days, or GEOGRAPHIC SOLUTIONS is declared bankrupt, or is the subject of any liquidation or insolvency proceeding that is not dismissed within thirty (30) days. The SOURCE CODE shall NOT be delivered to the LICENSEE by the Escrow Agent if a successor has agreed to assume Geographic Solutions' obligations under this Agreement or if the LICENSEE does not have an active maintenance and support agreement for PROGRAM in good standing with GEOGRAPHIC SOLUTIONS. The cost of the SOURCE CODE escrow shall be borne by GEOGRAPHIC SOLUTIONS. In the event of delivery of SOURCE CODE under the provisions of this paragraph, LICENSEE shall acquire no ownership rights in the SOURCE CODE by reason of such release, but shall have a license to use the SOURCE CODE only in connection with operation of the PROGRAM until the expiration of this Agreement with rights to modify the SOURCE CODE for the sole purpose of operating and maintaining the PROGRAM for internal use by the LICENSEE (and specifically not for distribution or resale to third parties) and otherwise in accordance with the provisions of this Agreement. GEOGRAPHIC SOLUTIONS warrants it has the right to grant such license in the SOURCE CODE. LICENSEE shall not create any derivative works from the SOURCE CODE. The LICENSEE agrees that the SOURCE CODE shall be treated as the confidential information of GEOGRAPHIC SOLUTIONS notwithstanding termination or expiration of this Agreement. LICENSEE shall only permit access to such SOURCE CODE to persons who have a need to know such information for the purpose identified in this paragraph. The obligations of GEOGRAPHIC SOLUTIONS set forth in this Paragraph shall terminate with respect to Escrow upon expiration of the Term or upon termination of this Agreement except where termination is the result of conditions for release as provided within this Paragraph.

29. **GOVERNMENT CONTRACTS.** If the PROGRAM or DOCUMENTATION to be furnished hereunder is to be used in the performance of a government contract or subcontract, the PROGRAM and DOCUMENTATION shall be provided on a "restricted rights" basis only and LICENSEE shall place a legend, in addition to applicable copyright notices, in the form provided under the governmental regulations, if any. GEOGRAPHIC SOLUTIONS shall not be subject to any flow down provisions that may be required by the governmental customer unless agreed to by GEOGRAPHIC SOLUTIONS in writing.
30. **POST TERMINATION RIGHTS.** Upon the expiration or termination of this Agreement, other than under the terms outlined in Section 28, all rights granted to LICENSEE under this Agreement shall forthwith terminate and immediately revert to GEOGRAPHIC SOLUTIONS and LICENSEE shall discontinue all use of the PROGRAM and the like.
31. **SURVIVAL.** LICENSEE'S obligations under Section 23, 24, 25, 26, 27.2, 29, 30 and 31 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.
32. **COPIES.** LICENSEE is prohibited from copying the PROGRAM and DOCUMENTATION, in whole or in part, except as specifically set forth in this Agreement.
33. **FORCE MAJEURE.** Neither party shall be liable for any loss or delay resulting from any force majeure event, including acts of God, fire, natural disaster, terrorism, labor stoppage, material or labor restrictions by any governmental authority, war or military hostilities, or inability of carriers to make scheduled deliveries.
34. **WAIVER.** No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.
35. **SEVERABILITY.** If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.
36. **ASSIGNABILITY.** The License granted hereunder is personal to LICENSEE and shall not be assigned by any act of LICENSEE or by operation of law unless authorized in writing by GEOGRAPHIC SOLUTIONS. This Agreement may be assigned by GEOGRAPHIC SOLUTIONS.
37. **INTEGRATION.** This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior license agreements between the parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement.
38. **NOTICES.** All notices or other communications required to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered either personally, by facsimile with receipt confirmed, or one day after delivery to an overnight courier guaranteeing next day



delivery and addressed as provided in this Agreement or as otherwise requested in writing by the receiving party.

39. TIME IS OF THE ESSENCE. Time is of the essence.

40. AUTHORIZATION. The individuals executing this Agreement warrant and represent that they are duly authorized to bind the respective parties to the terms and conditions contained herein.

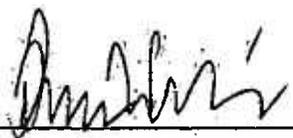
41. STATUTE CHANGES. If any statute or constitutional provision or amendment thereof, which comes into effect during the course of this Contract, adversely affects GEOGRAPHIC SOLUTIONS' rights under this Contract, including its sole and exclusive ownership rights in and to the PROGRAM and DOCUMENTATION, then GEOGRAPHIC SOLUTIONS shall have the option to terminate this Contract for convenience and the termination shall be deemed to have occurred prior to the date that the statute, constitutional provision, or amendment thereof go into effect.



42. COUNTERPARTS. This Agreement may be executed in counterparts with a facsimile and/or copy of the executed Agreement shall be deemed an original.

Agreed and Accepted

LICENSEE

By: 

Signature of Authorized Representative

Name: George N. Copadis

Title: Commissioner

Dated: 6/6/2024

Geographic Solutions

By: 

Signature of Authorized Representative

Name: Paul Toomey

Title: President

Dated: 6/6/2024

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 GEOGRAPHIC SOLUTIONS, INC. is a Florida Profit Corporation registered to transact business in New Hampshire on March 13, 2001. 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: 369360

Certificate Number: 0006579574



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of February A.D. 2024.

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

David M. Scanlan
Secretary of State

One Click Certificate of Good Standing



Search Business

Business Information

Payment

Done

Business Details

Business Name: GEOGRAPHIC SOLUTIONS, INC.

Business ID: 369360

Business Type: Foreign Profit Corporation

Business Status: Good Standing

Business Creation Date: 03/13/2001

Name in State of
Incorporation: GEOGRAPHIC SOLUTIONS, INC.

Date of Formation in Jurisdiction: 03/13/2001

Principal Office Address: 2570 Coral Landings Blvd, Palm Harbor, FL, 34
684 - 5123, USA

Mailing Address: 2570 Coral Landings Blvd, Palm Harbor, FL, 346
84 - 5123, USA

Citizenship / State of
Incorporation: Foreign/Florida

Last Annual Report Year: 2024

Next Report Year: 2025

Duration: Perpetual

Business Email: taxfilings@geosolinc.com

Phone #: NONE

Notification Email: taxfilings@geosolinc.com

Fiscal Year End Date: NONE

CERTIFICATE TO VOTE

(Corporation with Seal)

I, Candace E Cobb, Clerk/Secretary of Geographic Solutions, Inc., do hereby certify that:

- (1) I am duly elected and acting Clerk/Secretary of Geographic Solutions, Inc., a Florida Corporation;
- (2) I maintain and have custody and am familiar with the minute books for the Corporation;
- (3) I am duly authorized to issue certificates with respect to the contents of such books;
- (4) The following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the 20th day of May, 2024, which meeting was duly held in accordance with Florida law and the by-laws of the Corporation:

RESOLVED: That this corporation enter into a contract with the State of New Hampshire acting by and through the Department of Information Technology, providing for the performance of certain software services, and that the President be and hereby is authorized and directed for and on behalf of the Corporation to enter into the said contract with the State and to take any and all such actions and to execute, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements, and other instruments (and any amendments, revisions or modifications thereto) and he may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any Officer of this Corporation affixed to any instrument or document in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

- (5) The foregoing resolutions have not been revoked, annulled, or amended in any manner whatsoever and remain in full force and effect as of the date hereof;
- (6) The following person has been duly elected to and now occupy the office(s) indicated below:

| | |
|--------------------|----------------|
| <u>Paul Toomey</u> | President |
| <u>Paul Toomey</u> | Vice President |
| <u>Paul Toomey</u> | Treasurer |

- (7) The corporation has seal.

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this 20th day of May, 2024.

Candace E Cobb Clerk/Secretary

STATE OF Florida

COUNTY OF Pinellas

On this the 20th day of May, 2024, before me, Shawn Earling, the undersigned Officer, personally appeared Candace E Cobb, who acknowledged herself to be the Secretary of Geographic Solutions, Inc., a corporation, and that she as such Secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as Secretary.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Shawn Earling
Notary Public/Justice of the Peace

My Commission Expires: 10/5/2025





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/24/2024

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 Stahl & Associates Insurance Inc. 3939 Tampa Road Oldsmar FL 34677 | CONTACT NAME: Madison Oxiner PHONE (A/C, No, Ext): 813-818-5355 E-MAIL ADDRESS: madison.oxiner@stahlinsurance.com | FAX (A/C, No): 813-818-5396 | | | | | | | | | | | | | |
|--------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|-------------------------------|--------|----------------------------------------|-------|----------------------------------------|-------|--------------------------------------------|-------|-----------------------------------------|-----|-------------------------------------------------|-------|-------------|
| | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Fire Insurance Co</td> <td>19682</td> </tr> <tr> <td>INSURER B : Trumbull Insurance Company</td> <td>27120</td> </tr> <tr> <td>INSURER C : Hartford Casualty Insurance Co</td> <td>29424</td> </tr> <tr> <td>INSURER D : Rated by multiple companies</td> <td>914</td> </tr> <tr> <td>INSURER E : Endurance American Specialty Ins Co</td> <td>41718</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Hartford Fire Insurance Co | 19682 | INSURER B : Trumbull Insurance Company | 27120 | INSURER C : Hartford Casualty Insurance Co | 29424 | INSURER D : Rated by multiple companies | 914 | INSURER E : Endurance American Specialty Ins Co | 41718 | INSURER F : |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A : Hartford Fire Insurance Co | 19682 | | | | | | | | | | | | | | |
| INSURER B : Trumbull Insurance Company | 27120 | | | | | | | | | | | | | | |
| INSURER C : Hartford Casualty Insurance Co | 29424 | | | | | | | | | | | | | | |
| INSURER D : Rated by multiple companies | 914 | | | | | | | | | | | | | | |
| INSURER E : Endurance American Specialty Ins Co | 41718 | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |
| INSURED 31783 Geographic Solutions, Inc. 2570 Coral Landings Blvd Palm Harbor FL 34684 | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** 799421273 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|----------------|-------------------------|-------------------------|---------------------------------------------------------------------------------|----------------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: | | 21UUNBB7LXA | 5/25/2024 | 5/25/2025 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 |
| | | | | | | MED EXP (Any one person) | \$ 10,000 |
| | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | | | | | | | \$ |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | 21UENDQ3248 | 5/25/2024 | 5/25/2025 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | 21XHUBD3S3A | 5/25/2024 | 5/25/2025 | EACH OCCURRENCE | \$ 5,000,000 |
| | | | | | | AGGREGATE | \$ 5,000,000 |
| | | | | | | | \$ |
| D | 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 | 21WBAW1S28 | 5/25/2024 | 5/25/2025 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER | |
| | | | | | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |
| E | Tech E&O/Cyber Claims Made | | PRO10011187907 | 5/25/2024 | 5/25/2025 | Aggregate Retention Retro Dates: 2nd Page | 5,000,000 250,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 D - Crime including 3rd Party Crime Policy 21 KB 0519947-24 (5/25/2024 - 5/25/2025) \$5,000,000 Limit
 D - Employment Practices Liability including 3rd Party Policy 21 KB 0519947-24 (5/25/2024 - 5/25/2025) \$1,000,000 Limit
 E - Cont. from first page; Tech E&O/Cyber (Primary Layer) Retroactive Dates: Tech E&O and Media Liability 5/25/2008, except 9/21/2015 for limits of liability \$3,000,000 excess of \$2,000,000. Cyber - Full Prior Acts
 F - Westfield Specialty Insurance Co (16992) - 1st Excess Layer Policy #XCE-415857C-00 (5/25/2024 - 5/25/2025): Tech E&O/Cyber - Aggregate \$10,000,000 See Attached...

| | |
|----------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CERTIFICATE HOLDER NH Department of Employment Security Jill Revels 45 South Fruit Street Concord NH 3301 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|----------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



ADDITIONAL REMARKS SCHEDULE

| | | | |
|---------------------------------------------|-----------|-------------------------------------------------------------------------------------------------|--|
| AGENCY Stahl & Associates Insurance Inc. | | NAMED INSURED Geographic Solutions, Inc. 2570 Coral Landings Blvd Palm Harbor FL 34684 | |
| POLICY NUMBER | | EFFECTIVE DATE: | |
| CARRIER | NAIC CODE | | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

- G - Indian Harbor Insurance (36940) - 2nd Excess Layer Policy #MTE903511207 (5/25/2024 - 5/25/2025): Tech E&O/Cyber - Aggregate \$15,000,000
- H - Lexington Insurance (19437) - 3rd Excess Layer Policy #08-419-28-38 (5/25/2024 - 5/25/2025): Tech E&O/Cyber - Aggregate \$20,000,000
 Retroactive Date: 5/25/2017. Prior and Pending Litigation Date: 5/25/2017
- I - Crum & Forster Specialty Insurance Co (44520) - XS Liability - Policy # SEO-130352 (5/25/2024 - 5/25/2025) - \$10Million XS of \$5Million Aggregate
- J - American Guarantee and Liability Ins. Co (26247) XS Liability - Policy # AEC 6290377-03(5/25/2024 - 5/25/2025) - \$13Million XS of \$15Million Aggregate
 NH Department of Employment Security is designated as additional insured with regard to general liability as required by written contract.