



The State of New Hampshire
Insurance Department
 21 South Fruit Street, Suite 14
 Concord, NH 03301

43
 CJS

David J. Bettencourt
 Commissioner

Keith E. Nyhan
 Deputy Commissioner

October 16, 2024

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

REQUESTED ACTION

Authorize the New Hampshire Insurance Department (NHID) and the Department of Information Technology (DoIT) to enter into a **Sole Source** contract with Tritech Software Development Corp (VC# 172584) of Richardson, Texas in the amount of \$112,000 for IT consulting services and IT software with up to a 5 year renewal option effective upon Governor and Council approval through October 30, 2029. 100% Other Funds.

The IT consulting services was funded in the Fiscal Year 2025 budget. The additional funding is anticipated to be available for Fiscal Years 2026, 2027, 2028 and 2029 in account Department of Insurance/ Department of Information Technology within class 027 - Other Funds, subject to legislative approval of the next two biennial budgets, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office, if needed and justified.

Accounting Unit	FY2025	FY2026	FY2027	FY2028	FY2029
01-03-03-030010-7624000 IT for Insurance Dept. 046-500464 IT Consultants Activity Code: 03240018	\$15,000	\$15,000	\$12,000	\$12,000	\$10,500
01-03-03-030010-7624000 IT for Insurance Dept. 038-509038 IT Technology Software Activity Code: 03240018	\$17,500	\$7,500	\$7,500	\$7,500	\$7,500
TOTALS	\$32,500	\$22,500	\$19,500	\$19,500	\$18,000

EXPLANATION

This request is **Sole Source** because over 80% of NH licensed insurance companies already file tax returns through a TriTech subscription so partnering with them comes with efficiencies for both industry and the State. This contract is requested to support the New Hampshire Insurance Department's processing of the Premium Tax collection function. The contract includes an option for the State to extend up to five (5) years subject to written agreement detailing fees, terms and conditions, and subject to approval of the Governor and Executive Council.

The New Hampshire Insurance Department needs the upgrade in premium tax software because the current software can no longer be supported by DoIT and is at the end of life. Collection efforts will be enhanced by the purchase and use of the new software. Alternatively, carriers file paper tax forms that must be manually entered into a database. TriTech will build a platform for non-subscribers to file tax forms electronically without a subscription, so that we can move toward mandating electronic tax filings and eliminate manual data entry.

The New Hampshire Insurance Department and the Department of Information Technology respectfully requests that the Governor and Executive Council authorize funding for this IT consulting services and IT software contract.

Respectfully submitted,



David J. Bettencourt

Commissioner

New Hampshire Insurance Department



Denis Goulet

Commissioner

Department of Information Technology

DOIT #2025-018

RID #88769



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

Denis Goulet
Commissioner

October 11, 2024

David J. Bettencourt, Commissioner
New Hampshire Insurance Department
State of New Hampshire
21 S. Fruit Street, Suite 14
Concord, NH 03301

Dear Commissioner Bettencourt:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Tritech Software Development Corp., as described below and referenced as DoIT No. 2025-018.

The purpose of this request is to provide IT consulting services and IT software to support the processing of the Premium Tax collection function.

The Total Price Limitation shall be \$112,000, effective upon Governor and Council approval through October 30, 2029.

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

Sincerely,

Denis Goulet

DG/jd
DoIT #2025-018
RID #88769

cc: John McCarte, IT Manager



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY:
INSURANCE DEPARTMENT:
NHID TRITECH PREMIUM TAX CONTRACT:
DoIT # 2025-018**

**STATE OF NEW HAMPSHIRE
INSURANCE DEPARTMENT
DoIT #2025-018 NHID TRITECH PREMIUM TAX CONTRACT
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Date:

10/10/2024

**STATE OF NEW HAMPSHIRE
INSURANCE DEPARTMENT
DoIT #2025-018 NHID TRITECH PREMIUM TAX CONTRACT AGREEMENT**

FORM NUMBER P-37 (version 2/23/2023)

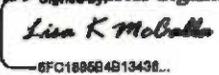
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Insurance Department Department of Information Technology		1.2 State Agency Address 21 S. Fruit Street, Suite 14 Concord, NH 03301 27 Hazen Drive Concord, NH 03301	
1.3 Contractor Name TriTech Software Development Corp.		1.4 Contractor Address 1205 S. Greenville Ave. Allen, TX 75002	
1.5 Contractor Phone Number (800) 380-6407	1.6 Account Unit and Class 762400000-500464	1.7 Completion Date 10/30/2029	1.8 Price Limitation \$112,000
1.9 Contracting Officer for State Agency Ted Perkins, Director of Business Operations and Project Management		1.10 State Agency Telephone Number (603) 271-2518	
1.11 Contractor Signature  Date: 10/10/2024		1.12 Name and Title of Contractor Signatory Lisa K McCalla Director of Product Development	
1.13 State Agency Signature  Date: 10/10/24  Date: 10/11/2024		1.14 Name and Title of State Agency Signatory David J. Bettencourt, NHID Commissioner Denis Goulet CIO/DOIT Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			

Contractor Initial 
 Date 10/10/2024

**STATE OF NEW HAMPSHIRE
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DoIT #2025-018 NHID TRITECH PREMIUM TAX CONTRACT AGREEMENT**

1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable).

By: *Christopher Bond*

On: 10/11/24

1.17 Approval by the Governor and Executive Council (if applicable)

G&C Item number:

G&C Meeting Date:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, 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

Contractor Initial

LKM

Date 10/10/2024

**STATE OF NEW HAMPSHIRE
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implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

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

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

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

Contractor Initials LK
Date 10/10/2024

STATE OF NEW HAMPSHIRE
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any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

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

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

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

Contractor Initial: JKM
Date: 10/10/2024

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hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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.

Contractor Initial: initial
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Date: 10/10/2024

**STATE OF NEW HAMPSHIRE
INSURANCE DEPARTMENT
DoIT #2025-18 - NHID TRI-TECH PREMIUM TAX CONTRACT
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 Term may be extended up to five (5) years(s), ("Extended Term") at the sole option of the State, subject to the Parties prior written Agreement on applicable fees for each extended Term under the same terms and conditions, subject to approval of the Governor and Executive Council.

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

- 9.2 In the event of the termination pursuant to subparagraph 9.1, the contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State will pay for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- 9.3 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 any property, including without limitation, Software and Written Deliverables, 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

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Contractor Initials:

Date: 10/10/2024

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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 no additional cost, 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:

 - a. shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;
 - b. was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party;
 - c. is developed by the receiving Party independently of, or was known by the receiving Party prior to, any disclosure of such information made by the disclosing Party; or
 - d. is disclosed with the written consent of the disclosing Party.
- 10.6 A receiving Party also may disclose the disclosing Party's Confidential Information to the extent required by law or an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of

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Contractor Initials:

Date: 10/10/2024

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**STATE OF NEW HAMPSHIRE
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DoIT #2025-18 - NHID TRI-TECH PREMIUM TAX CONTRACT
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. 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;
- b. immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.

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

27. FORCE MAJEURE

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

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

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28. EXHIBITS/ATTACHMENTS

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

29. NON-EXCLUSIVE CONTRACT

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

30. PROHIBITED TECHNOLOGIES

No equipment or services on the State of New Hampshire's Prohibited Technologies List found here: <https://www.doit.nh.gov/sites/g/files/ehbemt506/files/inline-documents/sonh/prohibited-technologies.pdf>

and

No equipment or services on the FCC Covered List found here: <https://www.fcc.gov/supplychain/coveredlist>

31. 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, Insurance Department Contract Agreement DoIT TRACKING/ 2025-18 P-37 as amended by Exhibit A.
- ii. State of New Hampshire, Insurance Department
 - a. Exhibits B and C;
 - b. Exhibit D Software License Agreement;
 - c. Exhibit E Administrative Services;
 - d. Exhibit F Terms and Definitions;
 - e. Exhibit G Contractor Certificates;
 - f. Exhibit H Master Services Agreement.

32. SUPPLEMENTAL TERMS

Attached as Exhibit H is Contractor's Master Services Agreement. To the extent that the terms of Exhibit H do not contradict the Agreement or other Exhibits, the terms of Exhibit H shall apply.

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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:

STATEMENT OF WORK

TriTech shall provide to the NH DOI a cloud-based backend system, developed specifically for states to manage electronically filed tax returns and other documents to which customer desires access.

This system shall include:

- Repository of all return data (fields)
- Annual adjustments to fields and data relative to changes in the state's tax forms
- An open, web-based option for filing returns ("Non-Subscriber")
- Customized reporting
- PDFs of the returns
- Attachments and supporting documents
- Access to historical data and returns as agreed upon in the MSA and requirements

TriTech shall provide all services as articulated in Attachment 1.

BUSINESS / TECHNICAL REQUIREMENTS

B-2.1 Business Requirements

TriTech shall adhere to all Business Requirements as articulated in Attachment 2.

B-2.2 Technical Requirements

TriTech shall adhere to all Technical Requirements as articulated in Attachment 2.

B-2.3. Service Level Agreement (SLA)

Vendor agrees to the following Service Level Requirements

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State Requirements		
Req #	Requirement Description	Criticality
SLA -1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M
SLA -2	The vendor shall maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing upgrades and fixes as required.	M
SLA -3	The vendor shall repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M
SLA -4	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers. (RA-5)	M
SLA -5	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday through Friday EST.	M
SLA -6	The Vendor shall conform to the specific deficiency class as described below or as agreed to by the parties: <ul style="list-style-type: none"> o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service. 	M

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SLA -7	As part of the maintenance agreement, ongoing support issues shall be responded to according to the following: a. Class A Deficiency- The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiency- The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract.	M
SLA -8	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M
SLA -9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M
SLA -10	If The Vendor is unable to meet the uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M
SLA -11	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M
SLA -12	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M
SLA -13	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M
SLA -14	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M
SLA -15	The Vendor 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.	M

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SLA -16	For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by;	P
SLA -17	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	P

ACTIVITY, DELIVERABLE, AND MILESTONE

Table B-3 DELIVERABLES

	ACTIVITY, DELIVERABLE, OR MILESTONE	DELIVERABLE TYPE
PLANNING AND PROJECT MANAGEMENT		
1	Conduct Project Kickoff Meeting	Non-Software
2	Communications and Change Management Plan	Written
3	Complete modifications per attachment 2	Milestone
4	Base System - Perform Unit Testing	Milestone
5	Base System - Perform UAT Testing	Milestone
6	Customer Approval of Test Results	Written
7	Deploy Base System	Milestone
8	User Training	Milestone
9	Documentation of Operational Procedures	Written
10	Ongoing Support & Maintenance Plan	Non-Software
11	Conduct Project Exit Meeting	Milestone
12	Sign off on Base System and Modifications Deployment Completion per attachment 1 and 2.	Milestone

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

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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 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.

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.

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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.

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.

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

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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:

Luc Poirier, TriTech Product Manager - eFx
(800) 380-6407 ext. 3504
lpoirier@tritechsoft.com

Lisa McCalla, TriTech Director of Product Development
(800) 380-6407 ext. 3806
lmccalla@tritechsoft.com

7.1.2. The Contractor's Project Manager

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

Luc Poirier, TriTech Product Manager - eFx
(800) 380-6407 ext. 3504
lpoirier@tritechsoft.com

Lisa McCalla, TriTech Director of Product Development
(800) 380-6407 ext. 3806
lmccalla@tritechsoft.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,

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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 two (2) 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. Omitted.

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

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

7.2 The State Key Project Staff

7.2.1. The State Contract Manager

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

Amy Duhaime, Chief Tax Officer
(603) 271-3095
Amy.J.Duhaime@ins.nh.gov

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Ted Perkins, Director of Business Operations and Project Management
(603) 271-2518
theodore.j.perkinsjr@ins.nh.gov

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

Ted Perkins, Director of Business Operations and Project Management
(603) 271-2518
theodore.j.perkinsjr@ins.nh.gov

John McCarte, BRMD IT Lead
(603) 271-4091
john.j.mccarte@doit.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.

WORK PLAN

The Contractor's Project Manager and the State Project manager shall finalize the Work Plan within fourteen (14) days of the Effective Date and further refine the tasks required to implement the Project. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers. The plan shall identify the tasks, Deliverables, major milestones, task dependencies, and a payment Schedule required to implement the Project.

ACCEPTANCE & TESTING SERVICES

The Contractor will establish a plan for conducting project status meetings to convey and review project status, coordinate future action plans, and make project plan adjustments as needed to ensure a successful project outcome for the State. The exact content, agenda, duration and frequency of these meetings, as well as the participant list, will be defined with the State's project sponsors at project initiation time. The State conducts a variety of projects with diverse management and reporting requirements based on the nature of the project.

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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.
- 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:
- c. **Class A Deficiencies** – The Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Contractor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;
- d. **Class B & C Deficiencies** – The State shall notify the Contractor of such Deficiencies during regular Business Hours and the Contractor shall respond back within twenty four (24) hours of notification of planned corrective action.

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.

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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.

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, in addition to all its other remedies at law and in equity, at the State's option the Contractor shall:

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

10.4.3. Compatibility

Contractor warrants that all System components, including but not limited to the components provided, any replacement or upgraded System Software components

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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.

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 of State information at any time. 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 Contractor shall permit its personnel and Contractors

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DoIT #2025-018 - NHID TRI-TECH PREMIUM TAX CONTRACT
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

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 State data within the possession or control of the Contractor and/or the third party designee hosting the data as agreed upon by the Contractor and the State.

11.3.2. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

11.3.3. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach the Contractor shall:

- a. cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach;
- b. promptly implement necessary remedial measures, if necessary; and
- c. document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

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- 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.

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 License Agreement

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

TRAINING

The contractor will provide a minimum of 5 hours of end user training.

TERMS AND DEFINITIONS

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

CONTRACTOR'S CERTIFICATES

Required Contractor Certificates are attached in Exhibit G.

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DoIT #2025-018 - NHID TRI-TECH PREMIUM TAX CONTRACT
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.

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.

SHIPPING FEES

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

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.

INVOICE ADDRESS

Invoices may be sent to:

Ted Perkins
Department of Insurance
21 S. Fruit Street
Concord, NH 03301

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**STATE OF NEW HAMPSHIRE
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EXHIBIT C - PRICE AND PAYMENT SCHEDULE**

and

Rose Curry
27 Hazen Drive
Concord, NH 03301

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>

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.

CREDITS

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

Omitted.

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.

Accounting Unit	FY2025	FY2026	FY2027	FY2028	FY2029
01-03-03-030010-7624000 IT for Insurance Dept. 046-500464 IT Consultants Activity Code: 03240018 BRM DOI SVS, HW/SW FOR DOI	\$15,000	\$15,000	\$12,000	\$12,000	\$10,500
01-03-03-030010-7624000 IT for Insurance Dept. 038-509038 IT Technology Software Activity Code: 03240018 BRM DOI SVS, HW/SW FOR DOI	\$17,500	\$7,500	\$7,500	\$7,500	\$7,500
TOTALS	\$32,500	\$22,500	\$19,500	\$19,500	\$18,000

**STATE OF NEW HAMPSHIRE
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EXHIBIT D – SOFTWARE LICENCE AGREEMENT**

EXHIBIT D – SOFTWARE LICENSE AGREEMENT

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

1. License Grant.

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 Software and its associated Documentation within its possession for its internal business needs. To the extent that the State does not have possession of the Software, Contractor shall provide a copy of the Software and associated Documentation upon request. The State agrees to include copyright and proprietary notices provided to the State by the Contractor on such copies.

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

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EXHIBIT D - SOFTWARE LICENCE AGREEMENT**

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, 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.

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. It is not contemplated that any custom software will be developed. Any customization will be in order to facilitate the State's use of the products and services and any rights to such customized solutions shall be retained by Contractor.

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EXHIBIT E – ADMINISTRATIVE SERVICES**

EXHIBIT E – ADMINISTRATIVE SERVICES

1. DISPUTE RESOLUTION

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

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

Table E-1. DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE			
LEVEL	CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT	CUMULATIVE ALLOTTED TIME
Primary	eFx Product Manager TriTech	Director of Business Operations and Project Management, NHID	5 Days
Second	Director of Product Development TriTech	Deputy Commissioner, DoIT	10 Days
Third	President TriTech	Commissioner/CIO, DoIT	15 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.

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.

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

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EXHIBIT E – ADMINISTRATIVE SERVICES**

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

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

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.

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.

MISCELLANEOUS WORK REQUIREMENTS

6.1 Access to State Systems

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

6.1.1. Computer Use

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Contractor access or attempt to access any information without having the express authority to do so.

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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.

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**STATE OF NEW HAMPSHIRE
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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.

1. TERMS AND DEFINITIONS

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 or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Data Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

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EXHIBIT F – TERMS AND DEFINITIONS**

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

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EXHIBIT F – TERMS AND DEFINITIONS**

Personal Information	“Personal Information” (or “PI”) or “Personally Identifiable Information” (PII) means information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Proposal	A written plan put forth by a Vendor for consideration in response to a solicitation by the State.
Security Incident	“Security Incident” shall have the same meaning “Computer Security Incident” in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
Services	The work or labor to be performed by the Contractor on the Project as described in a contract.
Software	All Custom, SAAS and COTS Software 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.
Solution	A proposed set of Software and Services addressing the requirements and terms of the RFP or sole source project.

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EXHIBIT F – TERMS AND DEFINITIONS**

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

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EXHIBIT F – TERMS AND DEFINITIONS**

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.

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**STATE OF NEW HAMPSHIRE
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EXHIBIT G -CONTRACTOR CERTIFICATES**

EXHIBIT G - CONTRACTOR CERTIFICATES

1. **CONTRACTOR CERTIFICATES**
 - a. **Certification Regarding Lobbying**
 - b. **Certification Regarding Debarment and Suspension**

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EXHIBIT G -CONTRACTOR CERTIFICATES**

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

Contractor Signature: Signed by:
Lisa K McCalla Date: 10/10/2024
BFC188584813438

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Contractor Initials: Initial
LKM
Date: 10/10/2024

**STATE OF NEW HAMPSHIRE
INSURANCE DEPARTMENT
DoIT #2025-018 - NHID TRI-TECH PREMIUM TAX CONTRACT
EXHIBIT G -CONTRACTOR CERTIFICATES**

CERTIFICATE REGARDING DEBARMENT, SUSPENSION, AND OTHERS

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -

Primary Covered Transactions.

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

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

Contractor Signature: Signed by:
Lisa K. McCalla
8FC18858481436 Date: 10/10/2024

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Contractor Initials: Initial
LKM
Date: 10/10/2024

**STATE OF NEW HAMPSHIRE
INSURANCE DEPARTMENT
DoIT #2025-018 - NHID TRI-TECH PREMIUM TAX CONTRACT
EXHIBIT H - MASTER SERVICES AGREEMENT**

EXHIBIT H - MASTER SERVICES AGREEMENT - See attached

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Contractor Initials
Date: 10/10/2024

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MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT (this "Agreement") is entered into as of 10/10/2024 (the "Effective Date") between TriTech Software Development Corp., ("TriTech"), and New Hampshire Insurance Department (the "Customer").

BACKGROUND

A. TriTech has developed and makes available a cloud-based backend system (the "System") developed specifically for states to manage electronically filed tax returns and other documents to which customer desires access.

B. TriTech and Customer desire to enter into this Agreement in order to set forth the terms on which Customer will receive access to the System developed by TriTech for Customer, the scope of which will be set forth in one or more Scope and Pricing Exhibits (each, a "SPE") entered into hereunder.

In consideration of the mutual promises and covenants contained herein, and other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, TriTech and Customer (collectively, the "Parties" and each, a "Party") hereby agree as follows:

AGREEMENT

1. Services

- 1.1. Construction. This Agreement applies to Customer's access to the System or Services under the applicable SPE to which it is incorporated. Upon execution by the Parties, each SPE will incorporate the terms of this Agreement.
- 1.2. Cloud-Based Services. During the Subscription Term, and subject to and in accordance with the terms of this Agreement, TriTech will make the System available to Customer and its Users (the "Services"). The Subscription Term is any period of time specified in an SPE for which the System will be made available. User means any Customer employee authorized by Customer to use the end user features and functionality of the System.
- 1.3. Customer's General Responsibilities. Customer and its Users are solely responsible for obtaining and maintaining their Internet access to the System. Customer is solely responsible for the accuracy, quality and integrity of any information that Customer or its Users input into the System. Customer shall at times be responsible for the acts and omission of its Users in all respects under this Agreement.
- 1.4. Customer Restrictions. Customer will not, and will not permit any third party to: (a) sell, rent, outsource, lease, license, distribute, sublicense, commercially exploit, or otherwise transfer in whole or in part the System or Services to any third party; (b) decompile, disassemble, reverse engineer, or otherwise attempt to derive source code from the System or

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Services; (c) create, develop, license, install, use, or deploy any software or services to circumvent, enable, modify, or provide access, permissions, or rights which violate the technical restrictions of the System, the Services, or this Agreement; (e) translate, modify, or create derivative works based upon the System or the Services; (f) permit any use of or access to the System by any third party; (g) remove any product identification, proprietary, copyright, or other notices contained in the System; (h) operate the Systems on behalf of or for the benefit of any third party; (i) use any version of the System other than the most recent version; or (j) combine or distribute the Systems or any derivative work thereof with open source software or with software developed using open source software in a manner that subjects the System to any obligations requiring that the System or the Services be disclosed or distributed in source code form or be licensed on terms inconsistent with the terms of this Agreement.

- 1.5. Remedies. TriTech's failure to perform, or delay in performing, its responsibilities under this Agreement shall be excused if and to the extent that TriTech demonstrates that its non-performance is proximately caused by (i) the failure of Customer perform its obligations under this Agreement; (ii) any act performed or omitted by TriTech at the specific request of Customer; or (iii) any act performed by Customer to the extent that such act was not otherwise agreed by the Parties; provided, in each case, that (i) TriTech provides Customer reasonably prompt written notice of such failure to perform and TriTech's inability to perform under such circumstances, and (ii) TriTech provides Customer with a reasonable opportunity to correct such failure to perform if practicable under the circumstances and thereby avoid such TriTech non-performance. Notwithstanding, Customer may terminate the agreement at any time pursuant to section 9 of the p-37.

2. Rights

- 2.1. Right to Access. Subject to the terms and conditions of this Agreement, including any limitations on access and Users, TriTech hereby grants to Customer a non-exclusive, non-transferable right to access and use, and to permit its Users to access and use the System, solely for Customer's internal business operations consistent with its ordinary course of business.
- 2.2. License to Customer Data. Customer hereby grants to TriTech a non-exclusive, royalty-free, fully paid-up right and license to use the Customer Data, solely as necessary to perform the Services and as otherwise may be agreed in writing by Customer. Customer Data means any data or information that is provided to TriTech by or on behalf of Customer in connection with the provision of the Services to Customer pursuant to this Agreement.

2.3. Ownership of Intellectual Property Rights.

- 2.3.1. Ownership and Use of Customer Data. As between Customer and TriTech, Customer shall retain all right, title and interest (including all Intellectual Property Rights) in and to the Customer Data and Customer Confidential Information (as defined in the Confidential Information section of this Agreement below). Intellectual Property Rights means all trade secrets, patents and patent applications, trademarks (whether registered or unregistered and including any goodwill acquired in such trademarks), service marks, trade names, copyrights, moral rights, database rights, design rights, know-how, inventions (whether patentable or not) and all other intellectual property and proprietary rights (whether registered or unregistered, any application for the foregoing, and all rights to enforce the foregoing), and all other

equivalent or similar rights which may subsist anywhere in the world. Customer acknowledges and agrees that TriTech or its Affiliates may collect or receive data in connection with Customer's use of the System. TriTech or its Affiliates may use such data for the sole purposes of providing the Services to Customer and improving TriTech's products and services. To the extent that any such information is Personal Data, TriTech shall use such information in accordance with its privacy notice available at: https://tritechsoft.com//public_download/legal/Privacy%20Policy.pdf. Personal Data means any information deemed "personal data" or "personal information" (or analogous variations of such terms) under applicable privacy or data protection laws and regulations, including any information relating to an identified or identifiable natural person.

- 2.3.2. *TriTech's Intellectual Property and Ownership Rights.* As between Customer and TriTech, TriTech and TriTech's licensors retain and own all right, title and interest (including all Intellectual Property Rights) in and to the System and Services, TriTech's Confidential Information, and all enhancements or improvements to, or derivative works of any of the foregoing created or developed by or on behalf of TriTech (collectively, "TriTech Intellectual Property").
- 2.3.3. *Reservation of Rights.* All rights not expressly granted by TriTech or Customer hereunder are hereby expressly reserved. Nothing in this Agreement shall, or shall be construed to, grant or otherwise convey any license, release, authorization or other right, express or implied, directly or by implication, exhaustion, estoppel or otherwise, under any Intellectual Property Rights, other than the rights expressly granted in this Section 2.3.

3. Compensation

- 3.1. Payment of System and Services Fees. Customer will pay TriTech the fees for access to the System and Services as specified in the applicable SPE (the "Fees"). All Fees are payable by Customer in advance. Unless specified otherwise in the applicable SPE, Customer will make all payments within thirty (30) days of receipt of TriTech's invoice. Unless otherwise specified in the applicable SPE, all Fees are stated and payable in US dollars. Customer shall be responsible for all third-party payments required in connection with its chosen method of payment for Fees. Notwithstanding, the parties also acknowledge and agree that the agreement is conditional as provided in section 4 of the p-37.
- 3.2. Taxes, Etc. Customer will be responsible for any applicable sales, value-added, use and similar taxes, together with all customs and import duties, and similar levies and impositions (collectively, "Taxes") payable with respect to its access to the System or Services, or otherwise arising out of or in connection with this Agreement, other than taxes based upon TriTech's personal property ownership or net income. Unless expressly specified otherwise in any SPE, all Fees are expressed in amounts that exclude Taxes. To the extent that Customer desires to assert tax-exempt status, Customer must provide written evidence of such status with its purchase orders or upon request by TriTech.

4. Warranties

- 4.1. Warranties. TriTech warrants to Customer that:

- 4.1.1. *Performance Warranty.* During the Subscription Term, the System, in the form made available to Customer by TriTech, will conform in all material respects to its applicable specifications set forth in the Documentation. Documentation means the user guides, online help, release notes, training materials and other documentation made available by TriTech to Customer relating to the use of the System or Services in connection with its receipt of access to the System or the Services.
 - 4.1.2. *Viruses.* TriTech will use commercially reasonable efforts, using applicable current industry practices, to ensure that the System, in the form made available to Customer by TriTech, contains no computer virus, Trojan horse, worm or other similar malicious code.
 - 4.1.3. *Support Program.* TriTech will provide the support for the System and Services in a professional and workmanlike manner, consistent with applicable industry standards.
 - 4.1.4. *Compliance with Law.* The System and Services, in the form provided or made available by TriTech, will comply with all laws applicable to TriTech and its provision of System and Services.
 - 4.2. *Performance Remedy:* If the System fails to conform to the warranty set forth in Section 4.1.1 and Customer provides written notice of the non-conformance to TriTech within the applicable Subscription Term then, as Customer's exclusive remedy and TriTech's sole obligation, TriTech will either repair or, at its option, replace the non-conforming System or component of the System or, if TriTech is unable to correct the non-conformance within 30 days of receipt of such written notice from Customer, Customer may terminate the applicable access to the System and Services, and TriTech will refund to Customer a pro-rata amount of any fees prepaid by Customer and applicable to the unutilized portion of terminated access to the System or Services. Notwithstanding, Customer may terminate the Agreement on 30 days notice for any reason as provided in section 9 of the p-37.
 - 4.3. *Defects.* Without limiting the express warranties in Section 4.1, TriTech does not warrant that the System or Services are completely free from all defects, bugs, security issues, errors, or omissions Tri-Tech warrants these defects do not affect performance.
 - 4.4. *Scope.* The warranties in this Agreement are for the sole benefit of Customer, and may not be extended to any other person or entity.
 - 4.5. *Disclaimer Of Implied Warranties.* Neither party makes any representation or warranty in connection with the System or Services, except as expressly warranted in this Agreement. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS SPECIFICALLY WARRANTED IN THIS WARRANTIES SECTION OF THE AGREEMENT OR ANY EXHIBITS TO THE AGREEMENT, EACH PARTY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY OF NONINFRINGEMENT OR IMPLIED OBLIGATION TO INDEMNIFY FOR INFRINGEMENT, ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE, AND ANY STATUTORY REMEDY.
5. **Confidential Information**

- 5.1. **Restrictions on use and Disclosure.** Neither TriTech nor Customer will disclose to any third party any information provided by the other Party pursuant to or in connection with this Agreement that the disclosing Party identifies as being proprietary or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary or confidential (such information, "Confidential Information"), and will make no use of such Confidential Information, except under and in accordance with this Agreement. The receiving Party will take reasonable precautions (using no less than a reasonable standard of care) to protect the disclosing Party's Confidential Information from unauthorized access or use. Each Party may disclose Confidential Information to its Affiliates and service providers, and its Affiliates and service providers may use such information, in each case solely for purposes of this Agreement or related potential or executed SPEs. Each Party will be liable for any breach of its obligations under this Section 5 that is caused by an act, error or omission of any such Affiliate or service provider. Confidential Information includes information disclosed by the disclosing Party with permission from a third party, and combinations of or with publicly known information where the nature of the combination is not publicly known. TriTech's Confidential Information includes information regarding the System and Services, TriTech's processes, methods, techniques and know-how, Documentation, road-maps, pricing, marketing and business plans, financial information, information security information, TriTech's SOC Reports (or equivalents), TriTech Intellectual Property Rights, and Personal Data of TriTech personnel. Customer's Confidential Information includes its proprietary workflows and processes, systems architecture, marketing and business plans, financial information, information security information, information pertaining to Customer's other suppliers, and Personal Data of Customer's personnel.
- 5.2. **Exclusions.** Except with respect to Personal Data, Confidential Information does not include information that the receiving Party can establish: (i) has entered the public domain without the receiving Party's breach of any obligation owed to the disclosing Party; (ii) has been rightfully received by the receiving Party from a third party without confidentiality restrictions; (iii) is known to the receiving Party without any restriction as to use or disclosure prior to first receipt by the receiving Party from the disclosing Party; or (iv) has been independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information.
- 5.3. **Disclosure Required by Law.** If any applicable law, regulation or judicial or administrative order requires the receiving Party to disclose any of the disclosing Party's Confidential Information (a "Disclosure Order") then, unless otherwise required by the Disclosure Order, the receiving Party will promptly notify the disclosing Party in writing prior to making any such disclosure, in order to facilitate the disclosing Party's efforts to protect its Confidential Information. Following such notification, the receiving Party will cooperate with the disclosing Party, at the disclosing Party's reasonable expense, in seeking and obtaining protection for the disclosing Party's Confidential Information. The receiving Party will disclose only that portion of the Confidential Information that is legally required.
- 5.4. **Independent Development.** The terms of confidentiality under this Agreement will not limit either Party's right to independently develop or acquire products, software or services without use of or reference to the other Party's Confidential Information.
6. **Data Protection**
- 6.1. **Regulatory Issues.**

- 6.1.1. **Personal Data.** Customer is solely responsible for ensuring that it complies with any legal, regulatory or similar restrictions applicable to the types of data Customer elects to Process with the System. Process or Processing means any operation or set of operations which is performed on Customer Data that is Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- 6.1.2. **ePHI.** Customer may not use the System or Services to Process "electronic Protected Health Information as defined by US healthcare data protection laws (e.g. HIPAA).
- 6.1.3. **Regulator Inquiries and Court Orders.** If any regulator, or any subpoena, warrant or other court or administrative order, requires TriTech to disclose or provide Customer Data to a regulator or to any third party, or to respond to inquiries concerning the Processing of Customer Data, TriTech will promptly notify Customer, unless prohibited by applicable law. Following such notification, TriTech will reasonably cooperate with Customer in its response, except to the extent otherwise required by applicable law.
- 6.2. **Instructions.** TriTech will Process Customer Data only as necessary to provide the Services, and in accordance with Customer's written instructions. This Agreement, and Customer's use of the System's features and functionality, are Customer's instructions to TriTech in relation to the Processing of Customer Data. Customer will not instruct TriTech in a manner that violates any applicable data protection laws.
- 6.3. **Information Security.** TriTech will implement and maintain commercially reasonable technical and organizational security measures designed to meet the following objectives: (i) ensure the security and confidentiality of Customer Data in the custody and under the control of TriTech; (ii) protect against any anticipated threats or hazards to the security or integrity of such Customer Data; (iii) protect against unauthorized access to or use of such Customer Data; and (iv) ensure that TriTech's return or disposal of such Customer Data is performed in a manner consistent with TriTech's obligations under items (i)-(iii) above.
- 6.4. **Audits and Security Assessments.** TriTech is and will remain in compliance with its most recent SOC 2 report or most recent equivalent throughout the Subscription Term.
- 6.5. **Retention, Deletion and Return.** Customer is solely responsible for its data retention obligations with respect to Customer Data. Upon Customer request in writing TriTech will delete Customer Data within 30 days of such a request if such request is made after the termination or expiration of all Subscriptions under this Agreement. TriTech is not obligated to delete copies of Customer Data retained in automated backup copies generated by TriTech. Such backup copies will remain subject to this Agreement until the copy, or the Customer Data in the copy, is destroyed.
- 6.6. **Breach Notification.** TriTech will notify Customer of any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data in TriTech's possession or under its control (a "Security Breach") within forty-eight (48) hours of TriTech's confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to

the investigation and resolution of any Security Breach including, in the case of TriTech, prompt provision of the following, to the extent then known to TriTech: (i) the possible cause and consequences of the Security Breach; (ii) the categories of Customer Data involved; (iii) a summary of the possible consequences for the relevant Users; (iv) a summary of the unauthorized recipients of the Customer Data; and (v) the measures taken by TriTech to mitigate any damage. All security breach or security compromise notifications will be via email to the person(s) designated by Customer to receive notices.

7. Term; Termination of SPE

- 7.1. General. This Agreement will commence on the Effective Date and will continue in effect until terminated in accordance with this section of the Agreement.
- 7.2. Termination On Breach. In the event of a material breach of the Agreement by either party, the nonbreaching party may terminate the Agreement or any SPE affected by the breach by giving the breaching party written notice of the breach and the non-breaching party's intention to terminate. If the breach has not been cured within the period ending 30 days after such notice, and if the non-breaching party provides written notice of termination to the breaching party ("Termination Notice"), then this Agreement or any such SPE will terminate within the time period specified in the Termination Notice. Notwithstanding the foregoing, Customer's failure to pay any overdue fees and expenses within 60 days of TriTech notifying Customer of the overdue payment will constitute a material breach of this Agreement. If Customer has not cured a material breach within the applicable cure period, then TriTech may, on not less than 5 business days' prior written notice to Customer, in its sole discretion, and without prejudice to its other rights following material breach and failure to cure, until such breach has been cured in full, suspend performance of some or all of TriTech's obligations to provide access to the System or Services under this Agreement. If Customer terminates this Agreement or any SPE for breach in accordance with this Clause, then TriTech will refund to Customer a pro-rata amount of any affected fees prepaid to TriTech and applicable to the unutilized portion of the Subscription Term for terminated access to the System or Services. Setup or other one-time fees will not be refunded or included as part of any pro rata calculation. Notwithstanding, the State may at its sole discretion terminate this agreement for any reason, by thirty (30) calendar days written notice to Tri-Tech in accordance with section 9 of the p-37.
- 7.3. Subscription Term and Renewal. Each Subscription term for access to the System and Services will commence on the subscription start date specified in any applicable SPE and will continue for the period specified in the SPE or, if not so specified, for five years (an "Initial Term"). Upon expiration of the Initial Term the parties may renew the Subscription Services term for successive periods of at least one year each (each, a "Renewal Term") at such rates as may be mutually agreed in writing between them. TriTech will provide Customer with notice of its proposed fees for renewal at least two months prior to the expiration of the then-current term. The Initial Term and each Renewal Term are individually referred to in these Terms as the "Subscription Term". Notwithstanding, the parties acknowledge that the agreement is conditional as provided in section 4 of the p-37.
- 7.4. .
- 7.5. Post Termination Obligations. Following any termination of the Agreement or any SPE, each Party will (i) immediately cease use of any Confidential Information of the other

communicated for the purposes of this Agreement or such SPE, and (ii) upon written request of the other Party, return or destroy (and certify destruction of) all copies of any Confidential Information of the other Party disclosed under the Agreement or such SPE within 30 days of such termination, subject to each Party's customary backup and archival processes.

- 7.6. Suspension – Critical Threats. If TriTech, acting reasonably in the circumstances then known to TriTech, determines that Customer's or any of its Users' use of the System or Services poses an imminent threat to (i) the security or integrity of any Customer Data or the data of any other TriTech Customer, or (ii) the availability of the TriTech System or Services to Customer or any other TriTech Customer (collectively, a "Critical Threat"), then TriTech may suspend Customer's and its Users access to and use of the System or Services until the Critical Threat is resolved and TriTech is able to restore the Subscription Services for Customer.

8. Indemnification

8.1. TriTech's Infringement Indemnification.

- 8.1.1. *Defense and Indemnity*. If any third party makes any claim against Customer that alleges that the System or Services infringe upon any valid Intellectual Property Rights of such third party, then, upon notification of such claim, TriTech will, at its sole cost and expense, defend Customer against such claim and any related proceeding brought by such third party against Customer, and indemnify Customer from and against all damages, fines and penalties finally awarded against Customer or agreed to be paid by Customer in a written settlement approved in writing by TriTech, and resulting from the TriTech infringement. TriTech's obligations under this clause are subject to Customer's compliance with the Indemnification Conditions.
- 8.1.2. *TriTech's Mitigation Rights*. If any portion of the System or Services become (or in TriTech's opinion are likely to become) the subject of any infringement or misappropriation claim, TriTech may, and if Customer's use of the System or Services is enjoined, TriTech must, at its sole expense, either: (i) procure for Customer the right to continue using the relevant portion of the System or Services; (ii) replace or modify the relevant portion of the System or Services in a functionally equivalent manner so that they no longer infringe; or (iii) terminate the applicable SPE or Customer's rights to use affected portion of the System or Services, and refund to Customer a pro-rata amount of any subscription fees prepaid to TriTech and applicable to the unutilized portion of the Subscription Term for the terminated Services.
- 8.1.3. *Exclusions*. Notwithstanding the foregoing, TriTech will have no obligation with respect to any infringement or misappropriation claim to the extent based upon (i) any use of the System or Services not in accordance with their applicable license rights, (ii) the combination of the System or Services with other products, equipment, software, services or data not supplied by TriTech where the infringement would not have occurred but for such combination, or (iii) any Customer Data.
- 8.1.4.

8.1.5. *Mitigation Rights.* If Customer Data is, or in Customer's reasonable opinion is likely to become, the subject of a claim detailed above, then Customer will have the right to: (i) modify the Customer Data so that there is no longer a non-conformance; or (iii) delete or otherwise remove such Customer Data from the TriTech Platform.

8.1.6. *Exclusions.* Notwithstanding the foregoing, Customer will have no obligation under this Section to the extent TriTech's Processing of the affected Customer Data is not in accordance with this Agreement.

8.2. . Indemnification shall be in accordance with section 13 of the p-37 to which this Master Agreement is attached as Exhibit H.

9. **Limitations and Exclusions of Liability**

9.1. Exclusion of Certain Claims. SUBJECT TO THE EXCEPTIONS LISTED BELOW IN THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF (i) THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT OR ANY RELATED AGREEMENT, OR ANY SOFTWARE, PRODUCTS OR SERVICES PROVIDED HEREUNDER, OR (ii) ANY CLAIM, CAUSE OF ACTION, BREACH OF CONTRACT OR ANY EXPRESS OR IMPLIED WARRANTY, UNDER THIS AGREEMENT, ANY RELATED AGREEMENT OR OTHERWISE, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT.

9.2. Limitation of Liability. Subject to the Exceptions listed below in this Section, neither party's maximum aggregate liability arising out of this Agreement or any related agreement will in any event exceed the fees paid to TriTech under the SPE for the System or Service giving rise to the claim that are attributable to the one year segment that is most closely associated with the claim, regardless of whether any action or claim is based in contract, misrepresentation, warranty, indemnity, negligence, strict liability or other tort or otherwise.

9.3. Exceptions.

9.3.1. Section 9.1 does not apply to either Party's (a) willful misconduct or gross negligence, (b) infringement or misappropriation of any of the other's Intellectual Property Rights, or (c) liability or loss which may not be limited by applicable law; provided, however, in no event shall the conduct under one SPE apply or extend to the fees payable under another SPE.

9.3.2. Notwithstanding Section 9.1, the following will be deemed direct damages for purposes of this Agreement: (a) any amounts payable by an indemnified Party to a third party pursuant to a judgment or to a settlement agreement approved in writing by an indemnifying Party, liability for which falls within the indemnifying Party's indemnification obligations under this Agreement, and (b) all fees paid or payable by Customer to TriTech.

9.3.3. Section 9.2 does not apply to (i) Tri-Tech's defense and indemnification obligations, (ii), nor (iii) either Party's obligations with respect to Confidential Information;

provided, however, that except to the extent of willful misconduct or gross negligence of TriTech, TriTech's maximum aggregate liability under Section 6 will not exceed two times (2X) the fees paid to TriTech under the SPE for the System or Service giving rise to the claim that are attributable to the one year segment that is most closely associated with the claim.

9.3.4. TriTech shall not be liable to Customer for any defects with the calculation functionality within the System and Customer's sole remedy regarding defects in the calculation functionality is the Performance Remedy detailed in Section 4.1.

9.4. General. Each Party agrees that these exclusions and limitations apply even if the remedies are insufficient to cover all of the losses or damages of such Party, or fail of their essential purpose and that without these limitations the fees for the System or Services would be significantly higher. Neither Party may commence any action or proceeding under this Agreement more than three years after the occurrence of the applicable cause of action.

10. Dispute Resolution

10.1. Governing Law and Venue. This Agreement will be governed by and interpreted in accordance with the internal laws of the State of New Hampshire, without regard to conflicts of laws principles. In the event of any controversy or claim arising out of or relating to this Agreement, or its breach or interpretation, to the fullest extent possible allowed by law, the parties will submit to the exclusive jurisdiction of and venue in the applicable courts located in Merrimack County, New Hampshire. Each party waives all defenses of lack of personal jurisdiction and inconvenient forum.

Legal Expenses. Each party will bear its own costs.

11. Miscellaneous Provisions

11.1. Publicity TriTech may list Customer as a Customer in its marketing materials and proposals that it presents to other potential customers. Customer consents to TriTech's disclosure of its name for this purpose and, unless TriTech is otherwise permitted to do so, TriTech will not disclose or use Customer's name for any other purpose.

11.2. Equitable Relief. Each of Customer and TriTech acknowledges that damages will be an inadequate remedy if the other violates the terms of this Agreement pertaining to protection of a party's Intellectual Property Rights, Confidential Information or Personal Data. Accordingly, each of them will have the right, in addition to any other rights each of them may have, to seek in any court of competent jurisdiction, temporary, preliminary and permanent injunctive relief to restrain any breach, threatened breach, or otherwise to specifically enforce any of the obligations in this Agreement.

11.3. Force Majeure. If the performance of this Agreement is adversely restricted or if either party is unable to conform to any warranty or obligation by reason of any Force Majeure Event then the party affected, upon giving prompt written notice to the other party, will be excused from such performance on a day-to-day basis to the extent of such restriction (and the other party will likewise be excused from performance of its obligations on a day-to-day basis to the extent such party's obligations relate to the performance so restricted); provided, however, that the party so affected will use all commercially reasonable efforts to avoid or remove such causes of non-performance and both parties will proceed whenever such causes

are removed or cease. Force Majeure Event means any failure or delay caused by or the result of causes beyond the reasonable control of a Party or its service providers that could not have been avoided or corrected through the exercise of reasonable diligence, including natural catastrophe, internet access or related problems beyond the demarcation point of the party's or its applicable infrastructure provider's facilities, state-sponsored malware or state-sponsored cyberattacks, terrorist actions, laws, orders, regulations, directions or actions of governmental authorities having jurisdiction over the subject matter hereof, or any civil or military authority, national emergency, insurrection, riot or war, or other similar occurrence. If a Party fails to perform its obligations as a result of such restriction for a period of more than 30 days, then the other Party may terminate the affected Services without liability.

- 11.4. **Fraudulent Activity; Aggregated Information Derived From Usage.** TriTech may use information obtained from Users' use of the System or Services to detect security incidents and to protect against fraudulent or illegal activity. TriTech may create aggregated and de-identified data that is derived from Users' use of the System or Services ("Aggregated Usage Data"). TriTech may use Aggregated Usage Data for TriTech's internal and business operations, including to conduct aggregate analysis of the System or Services' performance. TriTech may disclose the results of its analysis of Aggregated Usage Data to third parties as TriTech reasonably considers necessary, provided that such results do not contain any Personal Data, identify either Customer or any of its Users, or enable a third party to determine that either Customer or any of its Users were the source of such information. For the sake of clarity, neither Aggregated Usage Data nor the results of its analysis are Confidential Information of Customer.
- 11.5. **Severability; Invalidity.** If any provision of this Agreement is held to be invalid, such invalidity will not render invalid the remainder of this Agreement or the remainder of which such invalid provision is a part. If any provision of this Agreement is so broad as to be held unenforceable, such provision will be interpreted to be only so broad as is enforceable.
- 11.6. **Assignment.** Neither Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other.
- 11.7. **Notices.** TriTech will provide Customer with notices that affect TriTech's Customers generally (e.g., notices that relate to modifications or updates to, or the availability or interoperability of the System) via e-mail or any System dashboard or account center. TriTech will provide Customer with any legal notices by pre-paid first-class mail, air courier or e-mail to the mailing or e-mail address Customer provided TriTech on the applicable SPE, or during Customer's registration for the System or Services, or to a substitute, updated mailing or e-mail address that Customer has provided to TriTech for these purposes. Customer is responsible for keeping its mailing and e-mail address current with TriTech. Except as otherwise specified in this Agreement, all notices to be given to TriTech under this Agreement must be in writing and sent by trackable first-class mail or air courier to TriTech Software Development Corp., Attention: Legal Department, 1205 S. Greenville Ave., Allen, Texas 75002 or to a substitute, updated address notified by TriTech. Notices will be deemed received upon delivery.
- 11.8. **Entire Agreement; Amendments.** This Agreement constitutes and embodies the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous written, electronic or oral communications, representations, agreements or understandings between the parties with respect thereto. This Agreement may not be modified or amended except by a written instrument executed by both

parties. With the exception of any Addendums or Exhibits referenced in this Agreement and any SPE(s), any additional, supplementary or conflicting terms supplied by either party (whether in hard copy or electronic form), including those contained on or within any invoice, purchase order, or standard terms of purchase, or any click through license agreement or terms of use, are specifically and expressly rejected by each party. In the event of any conflict between the provisions of this Agreement and any SPE, the provisions of the SPE will prevail.

- 11.9. Counterparts. SPEs, this Agreement, and any amendments to this Agreement may be executed in one or more counterparts, which taken together will constitute a single agreement between the parties.
- 11.10. To the extent any provision of this Exhibit H conflicts with the p-37 agreement, the p-37 will govern.

SIGNATURE PAGE FOLLOWS

In witness whereof, the parties accept this Agreement and have caused this Agreement to be executed, and each party represents and warrants that its signatory whose signature appears below has been, and is on the date executed, duly authorized by all necessary and appropriate corporate action to execute this Agreement on its behalf.

TriTech Software Development Corp.

Signed by:
By: Lisa K McCalla
8FC1802B4B12438...

Printed Name: Lisa McCalla

Title: Director of Product Development

Date: 10/10/2024

STATE OF NEW HAMPSHIRE

By: DJ. Bettencourt

Printed Name: DAVID J. BETTENCOURT

Title: COMMISSIONER

Date: 10/10/24

Initial
LKM

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 TRITECH SOFTWARE DEVELOPMENT CORP. is a Texas Profit Corporation registered to transact business in New Hampshire on August 09, 2024. 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: 969535

Certificate Number: 0006750480



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of August A.D. 2024.

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

David M. Scanlan
Secretary of State

Corporate Resolution

I, **Robert McCollom, Jr.**, hereby certify that I am a duly elected Officer of TriTech Software Development Corp. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors, duly called, and held on September 30, 2024, at which a quorum of the Directors was present and voting.

VOTED: That Lisa McCalla, Director of Product Development is duly authorized to enter into contracts or agreements on behalf of TriTech Software Development Corp. with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: September 30, 2024

DocuSigned by:
ATTEST: Robert McCollom
49A707855DAM48E
Robert McCollom, Jr., President

2/29



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/03/2024

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 Sentry Insurance 1800 North Point Drive Stevens Point, WI 54481	CONTACT NAME: Sentry Customer Service PHONE (A/C No. Ext): 800-473-6879 FAX (A/C No.): 800-514-7191 EMAIL: ADDRESS: businessproducts@acord.com
	INSURER(S) AFFORDING COVERAGE
INSURED Tribach Software Development Corp 1205 S Greenville Ave Allen, TX 75002-4162	INSURER A: Sentry Insurance Company NAIC #: 24588
	INSURER B: Sentry Lloyd's of Texas NAIC #: 43370
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 3973955 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	BLDR 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			4938538002	10/15/2024	10/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			4938538003	10/15/2024	10/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$			4938538004	10/15/2024	10/15/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	XWB56080287	02/10/2024	02/10/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDERNew Hampshire Insurance Department
218 Park St Ste 14
Concord, NH 03301-2428**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

John Hoyle

ACORD 25 (2016/03)

4938538

Sentry Insurance Company

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09/03/2024

8884700-8333-41e7-e74e-52e6e41d0204



AGENCY CUSTOMER ID: X000007819

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY David Scott	NAMED INSURED Titech Software Development Corp
POLICY NUMBER 4938539002	
CARRIER Sentry Insurance Company	NAIC CODE 24868
EFFECTIVE DATE: 10/15/2024	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance