



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

Concord, New Hampshire 03301

(603) 271-3201 Office@das.nh.gov

140

AKC

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

November 13, 2024

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

REQUESTED ACTION

Authorize the Department of Administrative Services (DAS) to enter into a **Retroactive Sole Source** contract amendment with MHC Software, LLC (VC#475986), Burnsville, MN by increasing the price limitation by \$126,629.30 from \$109,118.10 to an amount up to and not to exceed \$235,747.40, and by extending the end date of the contract from March 1, 2022, to November 1, 2024, for software implementation and maintenance, effective retroactive to March 1, 2022, upon Governor and Executive Council approval through November 1, 2024. The original contract was approved by the Commissioner of DAS on May 16, 2019, prior to the requirement for commodity contracts such as this to be submitted to Governor and Executive Council for approval. 100% General Funds.

Funds are available in the following accounts for Fiscal Year 2025, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

<u>Account</u>	<u>Description</u>	<u>FY 2025</u>
01-14-14-142010-13700000-038-500177	Technology – Software	\$126,629.30

EXPLANATION

This request is **Retroactive** because the DAS made payments beyond the assigned price limitation and past the expiration of the original contract term. The requested end date of November 1, 2024, would allow DAS to process one remaining MHC invoice that DAS is required to pay. This request is **Sole Source** because the requested amount exceeds 10% of the original price limitation.

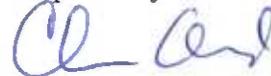
This **Sole Source** request is for the continued use of the MHC software modules Document Express (document output and distribution), Document Self Service and Image Express (document imaging, OCR, web forms and workflow automation) used by DAS's Division of Enterprise Applications Management (DEAM) in the state's Enterprise Resource

Planning System (ERP), NH FIRST that is supported by the state's ERP vendor, Infor. These MHC solutions were developed specifically for Infor users to support document generation, distribution, self-service access, image capture, and document retrieval and routing with seamless integration to Infor applications. MHC Software is the exclusive organization authorized by Infor to maintain the product line identified herein and used daily throughout the State's ERP environment.

This request is accompanied by a separate contract with MHC to provide ongoing services to the State of New Hampshire. DAS is currently working with Infor to migrate NH FIRST from an on-premise environment to the cloud. DAS expects to implement Cloudsuite sometime in late 2025. Infor anticipates that Cloudsuite, like its on-premise system, will continue to rely on MHC for its document production solutions. The continuation of this contract is of critical importance to state operations as MHC provides the only approved solution for document design processing in connection with the State's enterprise resource planning (ERP) system, NH FIRST, under the Infor contract.

Based on the foregoing, I am respectfully recommending approval of the **Retroactive Sole Source** contract amendment with MHC LLC.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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

Denis Goulet
Commissioner

October 25, 2024

Charles M. Arlinghaus, Commissioner
Department of Administrative Services
State of New Hampshire
25 Capitol Street – Room 100
Concord, NH 03301

Dear Commissioner Arlinghaus:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with MHC Software, LLC, as described below and referenced as DoIT No. 2025-043A.

The purpose of this request is to provide the solution for document design processing in connection with the State's enterprise resource planning (ERP) system, NH FIRST, under the Infor contract.

The Total Price Limitation shall increase by \$126,629.30 for a New Total Price Limitation of \$235,747.40, effective upon Governor and Executive Council approval retroactive from March 1, 2022 through June 30, 2024.

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

Sincerely,

Denis Goulet

DG/jd
DoIT #2025-043A

cc: Cindy Dotlich, IT Manager



**FIRST AMENDMENT TO THE CONTRACT BETWEEN
MHC SOFTWARE, LLC
AND
THE STATE OF NEW HAMPSHIRE,
DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR SOFTWARE, IMPLEMENTATION, AND MAINTENANCE SERVICES
CONTRACT # 8002548**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 15 day of October 2024, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and MHC Software, LLC hereinafter referred to as "the Contractor") for Software, Implementation, and Maintenance Services

WHEREAS, pursuant to an agreement effective May 16, 2019, set to expire March 1, 2022, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Software, Implementation, and Maintenance Services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.7 Completion Date and substitute the following:

1.7 November 1, 2024

2. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:

1.8 \$235,747.40

Contract Financials	
Original Contract Price Limitation	\$109,118.10
Contract Overage	\$126,629.30
New Price Limitation (for record purpose)	\$235,747.40

3. Amend Exhibit B, 1. Contract Price: Change to the following: \$235,747.40.
4. All other provisions of the Agreement, approved by the Commissioner of the Department of Administrative Services on May 16, 2019 shall remain in full force and effect.

Contractor Initials: ZB

Date: 10/15/24

MHC Software, LLC  2024-10-15 14:53:28 UTC - 207 138.89.202

By: Zachary Bloss

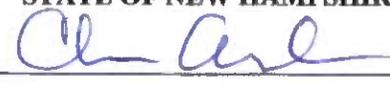
(Print Name)

Corporate Controller

Title: _____

Date: 2024-10-15 09:53:56

STATE OF NEW HAMPSHIRE

By: 

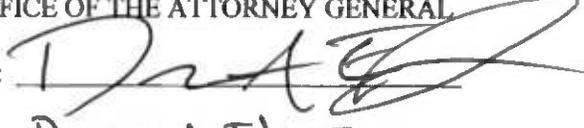
Charles M. Arlinghaus

(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 10-30-24

OFFICE OF THE ATTORNEY GENERAL

By: 

Duncan A. Edgar

(Print Name)

Title: Assistant Attorney General

Date: 10/30/24

The foregoing contract was approved by the
Governor and Council of New Hampshire on

Signed: _____

(Print Name)

Title: _____

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 MHC SOFTWARE, LLC is a Minnesota Limited Liability Company registered to transact business in New Hampshire on June 05, 2015. 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: 727216

Certificate Number: 0006792779



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of October A.D. 2024.

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

David M. Scanlan
Secretary of State



To Whom It May Concern,

I am writing this letter on behalf of MHC Software Holdings, Inc. to formally inform you about the authorized signatories for company contracts. It is important to establish clear guidelines regarding the individuals who are authorized to sign contracts and legally bind our company in any contractual agreements.

After careful consideration and internal discussions, we have determined that the following individuals are the authorized signatories for all company contracts:

Gina Armada
CEO

Aaron Stenhaus
VP, Finance

Zachary Bloss
Corporate Controller

Please note that any contractual agreements or legal documents signed by individuals other than those listed above will not be considered legally binding on behalf of MHC Software Holdings, Inc. We kindly request you to update your records accordingly and share this information with the appropriate personnel in your organization.

Sincerely,

A handwritten signature in black ink, appearing to read "Aaron Stenhaus".

Aaron Stenhaus
VP, Finance



800.588.3676



www.mhcautomation.com



12000 Portland Avenue S, Suite 230
Burnsville, MN 55337



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/08/2024

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 Brown & Brown Insurance Services, Inc. 901 Marquette Ave Suite 1800 Minneapolis MN 55402	CONTACT NAME: Kasia Anderson PHONE (A/C, No, Ext): (612) 333-3323 E-MAIL ADDRESS: kasia.anderson@bbrown.com	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED MHC Software New Holdings, Inc. PO Box 1749 Burnsville MN 55337	INSURER A: Allmerica Financial Benefit Insurance Company		41840
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

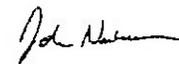
COVERAGES **CERTIFICATE NUMBER:** 24/25 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			Z2XJ17550202	10/01/2024	10/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Hired Auto \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			Z2XJ17550202	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			Z2XJ17550202	10/01/2024	10/01/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	W2XJ14866502	10/01/2024	10/01/2025	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Evidence of insurance.

CERTIFICATE HOLDER State of New Hampshire 107 N. Main Street Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Subject: Software Maintenance and Implementation Services

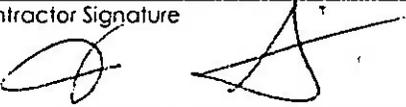
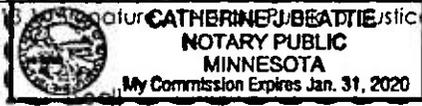
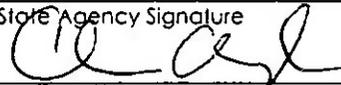
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address State House Annex 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name MHC Software, LLC		1.4 Contractor Address 12000 Portland Avenue South, Suite 230 Burnsville, MN 55337	
1.5 Contractor Phone Number 800-588-3676	1.6 Account Number Various	1.7 Completion Date March 1, 2022	1.8 Price Limitation \$109,118.10
1.9 Contracting Officer for State Agency Jennifer Jack		1.10 State Agency Telephone Number 603-271-3146	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory John Shields Pres.	
1.13 Acknowledgement: State of <u>MN</u> , County of <u>Hennepin</u> On <u>5/14/2019</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary or Justice of the Peace  Catherine Beattie			
1.13.2 Name and Title of Notary or Justice of the Peace Catherine Beattie			
1.14 State Agency Signature  Date: <u>5/16/19</u>		1.15 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/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 A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, 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 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

Contractor Initials JTS
Date 5/14/19

7.3 The Contracting Officer specified in block 1.9. or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 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.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**EXHIBIT A
SCOPE OF SERVICES**

1. INTRODUCTION

MHC Software LLC (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with service for the Software.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents") in order of precedence:

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Scope of Services
- c. EXHIBIT B Payment Terms
- d. EXHIBIT C Special Provisions
- e. EXHIBIT D Modules

3. TERM OF CONTRACT

This contract shall commence on April 15, 2019 or the date approved by the Commissioner of Administrative Services, whichever is later, and terminates on February 28, 2022, a period of approximately three (3) years.

The Contract may be extended for an additional two (2) one-year terms thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and State, and with the approval of the Commissioner of the Department of Administrative Services.

The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

4. SCOPE OF WORK

MHC remote (web meeting/VPN/phone) software implementation to include Planning and Analysis, Design and Development, Installation and Configuration and Deployment and Customer Support.

MHC Software maintenance to include software upgrades, software support and training (via phone and web) and Continuing compatibility with Infor Applications for MHC licensed components.

All services performed under this Contract(s) shall be performed between the hours of 8:00 A.M. and 6:00 P.M. Eastern Time unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. Off hours support is provided by MHC, however it must be scheduled in advance and the cost is \$250 per hour. Support during MHC's regular support hours (Monday through Friday, non-holidays from 8 am to 6 pm ET) is covered under software maintenance. MHC's holiday schedule is available on their website – mhcsoftwareinc.com.

The Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference will be arranged by the requesting agency (State).

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

The Contractor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

5. TERMINATION

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described, as described herein, and under the terms of this Contract.

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

8. INSURANCE

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10 day prior written notice.

Contractor Initials JTS
Date 5/14/19

**EXHIBIT B
PAYMENT TERMS**

1. CONTRACT PRICE

The Contractor hereby agrees to provide software maintenance and implementation services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of \$110,000.00; this figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. PRICING STRUCTURE

Software	Maintenance Amount	Renewal Date
ACH Format CCD+	\$720.00	September 1st
Annual Maintenance on Enterprise Package including:	\$33,942.70	September 1st
Document Express Payroll Module		
Line Item Maintenance Module for Payroll		
W-2 Module		
E-Pay		
Document Express Accounts Payable Module		
1099 Module		
E-Remit		
Document Express Forms Module		
Auto Fax Module		
Auto Document Express		
Positive Pay Automation		
ACH Module		
Slip Sheet Management Module		
Design Express		
Interface Express		
Reconciliation Express		
Electronic W-2 Module with Compliance		
Document Self Service for Pay Stubs Module		
Employee Authorization and Opt-in Functionality- Web Delivery		
Employee Authorization and Opt-in Functionality- Email Delivery		
Electronic Pay Stubs- Disclosures		
Image Express		
Image Express Workflow		
7 Additional Seats		
Document Express 1095-C	\$1,170.00	April 30th
1099G	\$ 540.00	April 30th
Total Maintenance (Annual)	\$36,372.70	

Contractor Initials:
Date: 8/27/11

3. PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS

State will request quotations by providing a SOW describing the services required and the applicable technical qualifications. Contractor must return quotes within three (3) business days. The quoted hourly rates shall not exceed the rates established under this contract. The SOW shall be issued to all Contractors under this contract for a quote. The project engagement will be based upon the lowest cost qualified quote.

4. INVOICE

Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

The invoice shall be sent to the following address:

Administrative Service
Financial Data Management (FDM)
25 Capitol Street
Concord, NH 03301

5. PAYMENT

Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>. Payment is due 30 days after receipt of invoice.

EXHIBIT C
SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials JB
Date 5/14/19

EXHIBIT D
Modules

<p>DOCUMENT EXPRESS PAYROLL MODULE</p> <ul style="list-style-type: none">Includes 1 Seat, 1 Back-upIncludes complete (authorized user) control over logos, company/bank information, MICR line, signatures, text messages and more
<p>LINE ITEM MAINTENANCE MODULE FOR PAYROLL</p> <ul style="list-style-type: none">Replaces 8-digit deduction & pay codes with flexible, long descriptionsRe-orders or suppresses deductions & pay-codes
<p>W-2 MODULE</p> <p>Provides W2 capabilities (pressure seal or cut-sheet)</p> <p>Includes W2C capabilities</p> <p>Document History and State, Local or Employer copies</p> <p>Includes Annual Updates for Lawson changes</p> <p>Includes interface to Lawson PR297 Print File</p>
<p>E-PAY</p> <ul style="list-style-type: none">E-mails Secure PDF of Direct Deposit advice to employees simultaneous to check printing
<p>DOCUMENT EXPRESS ACCOUNTS PAYABLE MODULE</p> <ul style="list-style-type: none">Includes 1 Seat, 1 Back-upIncludes complete (authorized user) control over logos, company/bank information, MICR line, signatures, text messages and more
<p>1099 MODULE</p> <ul style="list-style-type: none">Supports 1099-DIV; -MISC; -INTIncludes Annual Updates for Lawson changesIncludes interface to Lawson AP145 Print File
<p>E-REMIT</p> <ul style="list-style-type: none">E-mails PDF of ACH remittance advice to vendors simultaneous to check printing
<p>DOCUMENT EXPRESS FORMS MODULE</p> <ul style="list-style-type: none">Includes 1 Seat, 1 Back-upIncludes complete (authorized user) control over logos, company information, signatures, text messages and more

AUTO FAX MODULE

- Document Express Print Routine forwards formatted documents to your Fax Server

AUTO DOCUMENT EXPRESS

- Automate Document Express import and print routines for forms applications without user intervention. (ie- Purchase Order application)

POSITIVE PAY AUTOMATION

Formatting the file to meet Bank Specifications (Bank of America)

- Void Capabilities
- Positive Pay History
- Ability to concatenate multiple accounts into a single transmission saving on bank costs
- Testing with the bank
- The automation tool transfers the P-Pay file to Bank in its format, using xmodem/ymodem, FTP or HTTP, as specified by bank

ACH MODULE

- Creates one type of standard NACHA (CCD+, CTX, etc.) and / or one type of addenda record for transmission to TD BankNorth
- Can be run simultaneously to check printing
- Provides automated send of ACH file, and receipt of acknowledgement to the extent allowed by bank specifications

SLIP SHEET MANAGEMENT MODULE

- Creates a sheet printed between batches outlining the location of distribution for the documents that follow. A Slip Sheet may be printed on a colored sheet of paper to differentiate from checks or label stock to create a label. Custom programming can incorporate a FedEx or UPS Label. Many of our Lawson Clients use Process Level, Department and Alpha last name sorting for distribution.

DESIGN EXPRESS

- Design tool which facilitates the creation of entire new documents for use in Document Express

INTERFACE EXPRESS

- Integration tool which facilitates the incoming data into internal database fields for use with a Document Express account.

RECONCILIATION EXPRESS

- Loads issued check and paid check information into a reconciliation database. The issued and paid checks are compared and exact matches are reconciled. Issued and paid checks that do not match are considered Exceptions. Exceptions may be reissued, manually reconciled, or purged.

ELECTRONIC W-2 MODULE WITH COMPLIANCE

- Interface to Lawson PR297 output file for W-2 information with W-2 formatting and processing. Employees to link from Lawson ESS for secure, electronic W-2 review and printing on-line. Meets IRS compliance for electronic W-2 delivery. Full Administrative Audit Trail of Admin and Employee activity. Client to provide Security Certificate.
- Employees are authenticated in the same manner as Lawson Employee Self-Service. (No additional password is required.)
- Document Self-Service is accessed from the Lawson Employee Self-Service web page through a link providing a seamless look and feel
- Employees may download test W2s, consent to electronic W2s, revoke consent, administer secondary email, print/download current and past year's W2s.
- Full system audit trail of all administrative and user actions.
- Administration functions allowing for view, print, email, post, and delete of documents
- Terminated or inactive employees' W2s may be printed or posted to an alternate website, client determined

Document Self Service for Pay Stubs Module

Eliminate payroll questions by providing employees with more descriptive and reformatted pay advices through Document Self-Service for Pay Stubs™. As the employee logs into Lawson Self Service and is authenticated, a link to electronic pay stubs appears. The employee can view, print, and email the reformatted PDF pay documents. Employers can provide a customized statement of earnings with messaging capabilities. Automatic emails alert employees when pay stubs are available for viewing and printing. Client to provide Security Certificate.

- Employees are authenticated in the same manner as Lawson Employee Self-Service. (No additional password is required.)
- Document Self-Service is accessed from the Lawson Employee Self-Service web page through a link providing a seamless look and feel
- Employees may view current and prior Pay Stubs that were posted and administer secondary email address. Full system audit trail of all administrative and user actions.
- Full system audit trail of all administrative and user actions.
- Administration functions allowing for view, print, email, post, & delete of documents.

Employee Authorization and Opt-in Functionality- Web Delivery

Employee will have the option to authorize or revoke authorization of electronic receipt of their Pay Stub via Document Self Service. All employee actions will be tracked through an Audit Manager with reporting tools. Email confirmations will be sent to the employee's primary (Lawson HR 11) email address and employee's secondary email address (employee entered and maintained).

Employee Authorization and Opt-in Functionality- Email Delivery

- Employee will have the option to authorize or revoke authorization of electronic receipt of their Pay Stub via Email delivery. The Pay Stub will be an attachment to the email, and will be encrypted with 128 bit encryption, and password protected. The employee will control the email address for delivery and the password to open the Pay Stub. This email address and password will be maintained by the employee by following a link from Lawson Employee Self Service, to MHC's Document Self Service.

Electronic Pay Stubs- Disclosures

- The administrator will be able to maintain a disclosure message attachment in the Document Self Service settings which will contain a subject, and the body of the disclosure. When payroll is run through Document Express, the disclosure message attachment will be displayed. If accepted, the disclosure message attachment will be added as a page to the PDF of the Pay Stub being transferred to Document Self Service. When an employee clicks on the Pay Stub to view it, the disclosure message attachment is displayed. The employee must click on "I have read and understand this disclosure" in order to view the Pay Stub. This acceptance is time stamped and saved in the audit history.

Image Express

- Unlimited Query Users
- Unlimited Entry Users
- Dynamic Image Drill
- Includes one Index Data Image Capture, such as Invoices in the Lawson AP20

Image Express Workflow

- Hierarchical Routing and Approval engine for imaged documents

7 Additional Seats

Document Express 1095-C Module

One site, one seat and one backup seat

- Provides totals and document counts
- Enables 1095-C document printing and/or online delivery for organizations that also license the 1095-C MHC Document Self-Service functionality
- Requires customer to procure relevant tax forms compatible with licensed MHC Document Express output (ask MHC for referral to recommended forms provider)
- Does not include the generation of the data/files to be sent to the IRS, nor transmission of data/files to the IRS and tax preparation software providers
- 1095-C Tax Form: Employer-Provided Health Insurance Offer and Coverage
- Software to create and print 1095-C documents required by the Affordable Care Act (ACA)
- Supports data import of standard Infor Lawson Benefits module CSV output file (for customers on extended support for version 9.0.0 or on a newer version; Infor BN297) or Infor Global HR Benefits standard output or MHC 1095-C standard input file
- Customers must choose 1 of 2 IRS-approved form layout options offered by an MHC authorized forms provider:
 - Option 1: 8.5x11" laser cut sheet form with compatible envelope
 - Option 2: 8.5x14" eccentric z-fold pressure seal form
- For additional form details (e.g., pricing and how to order), contact your MHC Account Executive.
- Paper forms will have a blank face and preprinted backside with IRS instructions; the input data and remaining form design will be printed by the MHC Document Express software onto the paper
- Includes Corrected Form 1095-C capabilities

Document Express 1099-G Module

- 1099-G Tax Form: Certain Government Payments
- Interface to standard file layout for data import:
 - IRS Electronic 1099 Output File Layout (matches Infor Lawson AP146 file or Infor CSF standard 1099 output file) OR
 - MHC Standard Tax Module CSV File Layout
- Forms design for laser cut sheet or pressure seal designs for 1099-G forms (all other 1099 form variations require separate licensing)
- Software stores document history audit records
- Supports document corrections
- Enables option for authorized users to enter input data to generate a document manually
- Optional extension in Document Express to support creation of unencrypted PDFs of the 1099s (licensed separately for each document type as Document Express PDF/TIF Creation Add-on option)
- Optional extension in Document Self-Service to support online 1099 functionality (licensed separately)
 - One site, one seat and one backup seat
- Provides totals and document counts
- Creates the 1099-G documents
- Requires customer to procure relevant 1099 forms compatible with licensed MHC Document Express output (ask MHC for referral to recommended forms provider)
- Does not include support for non-standard input file layouts nor non-standard forms designs; custom data imports or custom forms design layouts for tax documents require licensing of MHC's Document Express Custom Tax Document Module
- Does not include the generation of the data/files to be sent to the IRS, nor transmission of data/files to the IRS and tax preparation software providers

All modules listed above were previously purchased.

Contractor Initials JS
Date 5/14/19

SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") is entered into between MHC Software, LLC, 12000 Portland Avenue South, Suite 230, Burnsville, MN 55337 ("MHC") and State of New Hampshire, 107 N. Main Street, Concord, NH 03301 ("Customer").

1. Definitions.

Software. The term "Software" shall mean the computer program in object code only and the respective user manuals described in the specifications set forth in Exhibit A, which is incorporated by reference into this Agreement. The term "Software" includes any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to such computer program and user manuals.

License Effective Date. This Agreement and the license granted hereunder shall take effect upon the date that the last party executes this Agreement.

2. License.

MHC grants to the Customer, pursuant to the terms and conditions herein, a perpetual, nonexclusive, nontransferable license to use the Software.

Restrictions on Use. Customer agrees to use the Software only for Customer's own business. Customer shall not (i) permit any parent, subsidiaries, affiliated entities or third parties to use the Software, (ii) process or permit to be processed the data of any other party, (iii) use the Software in the operation of a service bureau, or (iv) allow access to the Software through any terminals located outside of Customer's Site.

Copies. Customer, solely to enable it to use the Software, may make one archival copy of the Software's computer program, provided that the copy shall include MHC's copyright and any other proprietary notices. The Software delivered by MHC to Customer and the archival copy shall be stored at Customer's Site. Customer shall have no other right to copy, in whole or in part, the Software. Any copy of the Software made by Customer is the exclusive property of MHC.

Modifications, Reverse Engineering. Customer agrees that only MHC shall have the right to alter, maintain, enhance or otherwise modify the Software. Customer shall not disassemble, decompile or reverse engineer the Software's computer program.

Material Terms and Conditions. Customer specifically agrees that each of the terms and conditions of this Section 2 are material and that failure of Customer to comply with these terms and conditions shall constitute sufficient cause for MHC to terminate this Agreement. The presence of this Section 2 shall not be relevant in determining the materiality of any other provision or breach of this Agreement by either party.

3. Intellectual Property Rights.

All intellectual property rights in the Software and user documentation are owned by MHC are protected by United States and Canadian intellectual property laws (including patent, trademark and copyrights laws), other applicable intellectual property laws, and international treaty provisions. MHC retains all rights not expressly granted.

Indemnification

MHC shall indemnify and hold Customer harmless from and against any claim of infringement of a United States patent or copyright based upon the Software, provided Customer gives MHC prompt notice of and opportunity to defend any such claim. MHC shall have the right to settle the claim or at MHC option, provide Customer (i) a paid-up license; (ii) substitute, functionally equivalent software; or (iii) a refund of a pro rata portion of the license fee paid for the software based on a deemed license term of one (1) year. MHC will not provide indemnification if the Customer modifies the software or uses the software in a manner that does not comply with this Agreement. Nothing herein constitutes a waiver of the State's Sovereign Immunity, which is expressly reserved.

4. Limited Warranty.

For ninety (90) days from your date of purchase, MHC warrants that (i) the Software will substantially conform to the applicable user documentation and (ii) that the magnetic media on which the Software is distributed and the user documentation (if any) are free from defects in materials and workmanship. MHC will, at its option, refund the amount you paid for the Software or provide you with corrected items at no charge provided that the defective item(s) is returned to MHC within ninety (90) days from the date of purchase. Any misuse or unauthorized modification of the Software will void this limited warranty.

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, MHC MAKES NO WARRANTY, REPRESENTATION, PROMISE, OR GUARANTEE, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SOFTWARE, USER DOCUMENTATION OR RELATED TECHNICAL SUPPORT, INCLUDING THEIR QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE QUALITY, ACCURACY, FREEDOM FROM ERROR OF THE OPERATION, USE AND FUNCTION OF THE SOFTWARE.

The warranty and remedies set forth herein are exclusive and in lieu of all others, oral or written, express or implied. No MHC dealer, distributor, agent or employee is authorized to make any modification or addition to this warranty. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

5. Limitation of Liability.

Because software is inherently complex and may not be completely free of errors, it is your responsibility to verify your work and to make backup copies, and MHC will not be responsible for your failure to do so. In no event will MHC be liable for indirect, special, incidental, tort, economic, cover or consequential damages arising out of the use of or inability to use MHC products or services, including, without limitation, damages or costs relating to the loss of profits, business, goodwill, data or computer programs even if advised of the possibility of such damages. In no case shall MHCs' liability for money damages exceed the amount paid by you for the Software out of which such claim arose. The foregoing limitations shall not apply to claims relating to death or personal injury which arise out of products deemed to be consumer goods under applicable law. Some states or provinces do not allow the exclusion or limitation of implied warranties or limitation of liability for incidental or consequential damage, so the above exclusion or limitation may not apply to you.

No action or claim relating to this Agreement may be instituted more than one (1) year after the event-giving rise to such action or claim.

6. Maintenance and Future Improvements.

The software subsequent maintenance subscription entitle the Customer to the following maintenance services: MHC Software upgrades, continuing compatibility with ERP Applications, forms design and interface changes required by an ERP Software upgrade, and customer service and technical support. Customer agrees to pay an annual fee at the time the maintenance fee is due as specified in Exhibit B. In no event will annual maintenance increase more than 3% per year. The Maintenance Agreement shall automatically renew every year unless thirty days written notice is given by either party to the other in advance of the expiration of such one year term.

The Maintenance Agreement also entitles the Customer to ongoing customer service and technical support while the maintenance contract is in effect. MHC shall provide telephone and web meeting support during the hours of 7:00 am to 6:00pm Central Time, Monday through Friday, excluding MHC published holidays.

- a. Response times to support calls during business hours are handled within four hours.
- b. All calls are routed through the MHC Customer Service Team. The service team will escalate the calls if necessary getting a technical staff member involved to help with troubleshooting or software development changes.
- c. MHC Software customers are able to contract for Off-Hours Services if they want to prepare for the possibility of needing MHC services/support outside of MHC's standard working hours (i.e., planning an off-hours upgrade, deployment activity, etc.). MHC Software Off-Hours Services refers to any services or technical support provided outside of MHC Software's standard working hours, defined as Monday through Friday, 7:00 a.m. to 6:00 p.m. CT, and excluding MHC Software published holidays. Any special off-hours support requests must be scheduled ahead of time via a request to the customer's MHC Account Executive or via request to a customer support team member to get a Statement of Work in place.

The Maintenance Agreement does not include additional Custom Programming or Software Development Services not licensed for under this Agreement, on-site support or training, and hardware/technical infrastructure or related supplies. Costs for onsite implementation and training are included in Exhibit C.

MHC reserves the right to terminate the Maintenance Agreement if the Customer is over 30 days delinquent on payment of goods or services to MHC. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any purchase order, the terms and conditions of this Agreement shall control.

7. Post-Implementation Services.

For Customers who choose to make technological platform changes or resource support changes post-implementation (i.e., after 30 days of MHC Software use in a production environment), MHC will support the additional effort required to complete the changes on a time and materials basis, based on a to-be-estimated amount of hours at the current MHC billable rate.

8. General Provisions.

Amendment. This Agreement may not be modified, altered or amended except by written instrument duly executed by both parties. Additional software products or licenses may be purchased through an amendment to this Agreement. Additional Software License Fees and Software Services for future purchase may be incorporated as Exhibit D.

Waiver. The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

Corporate Authority. Each individual executing this Agreement on behalf of any corporation or other entity, which is a party to this Agreement, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said entity.

Notices. All notices required or permitted to be given hereunder shall be in writing and may be personally served, or deposited in the United States mail registered or certified, return receipt requested, and postage prepaid. Mailings shall be addressed as follows:

MHC: MHC Software, LLC.
Attn: Catherine Beattie
PO Box 1749
12000 Portland Avenue South, Suite 230
Burnsville, MN 55337

Customer: _____

or to such other address as such party shall have specified most recently by written notice delivered in such manner. Mailed notice shall be deemed given on the third business day following the date mailed.

Successors and Assigns. The Agreement shall be binding upon each of the parties, its successors and assigns.

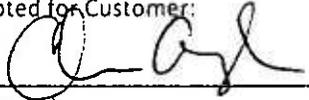
Severability. If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

Counterpart and Fax Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. This Agreement may also be signed and transmitted by facsimile or sent by email in PDF form, with such signature to be treated as an original and the document transmitted to be considered to have the same binding effect as an original signature on an original document. At the request of either party, any facsimile document or emailed PDF document will be re-executed in original form by the parties who signed the facsimile document.

Terms: The pricing provided in the MHC Software proposal is based on the assumption that the license agreement will be executed between MHC and the Customer. If other organizations or intermediaries are involved in the license agreement, administrative billing, processing or implementation of MHC products beyond MHC Software, the MHC Software pricing is subject to change.

Terms and Conditions. This Software License Agreement is subject to the above provisions all of which are hereby agreed to by MHC and Customer.

Accepted for Customer:

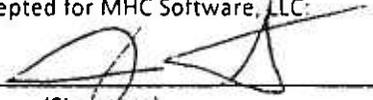
By: 
(Signature)

Name: Charles Arlinghaus
(Please type or print name)

Title: Commissioner

Date: 5-16-19

Accepted for MHC Software, LLC:

By: 
(Signature)

Name: John Shields
(Please type or print name)

Title: Pres.
(MHC Software, LLC)

Date: 5/14/19

Exhibit A to
Software License Agreement Dated as of _____
License Fee and Payment Schedule

Exhibit A to the Software License Agreement between MHC Software, LLC, 12000 Portland Avenue South, Suite 230, Burnsville, MN 55337 ("MHC") and State of New Hampshire, 107 N. Main Street, Concord, NH 03301 ("Customer").

Licensing for the Document Express System is based on Seat and/or Site as defined below. This Exhibit lists the allowed licensing for each main Document Express product (Document Express Payroll, Document Express Accounts Payable, Document Express Forms or any of the Document Express Tax Modules) and additional modules or add-on components that are licensed in the same manner as the main product.

Standalone Computer Use

A "Seat" (hereinafter Seat) is defined as a copy of the Software being loaded on a single computer. For the Document Express Software Products listed below, the Customer must acquire one copy of the Software for each computer (Seat) on which the Software will be installed (OR alternatively, license Document Express for Site Use). One backup or archival copy of the software may also be loaded on a computer and used for processing (Backup Seat). The Customer may only use the Document Express software products at the sites listed below

Site License Use

A site is defined as a specific office building with a specific address, or a contiguous group of buildings at a "campus" location. The Customer may use the Software Products at the number of sites listed in Exhibit A.

Licensed Use

The licensed site(s) for the purpose of this software agreement for use of MHC Software purchases include: State of New Hampshire, 107 N. Main Street, Concord, NH.

MHC Document Express software included in this agreement will only be used at the aforementioned site(s) unless additional site licenses are purchased. The customer must acquire one copy of the Software for each additional site or seat. The site license allows the customer to unlimited users at the above listed site. The site license places no restrictions on number of users that may access the software at one time. The software may be installed on standalone computers or over a network. Additionally, the customer may make one (1) archival copy of the Software and may load the software on up to three (3) infrastructure environments (e.g., production, test, backup) for the limited purposes of testing, deployment and processing in the event of a disaster.

MHC Document Self-Service software included in this agreement allows the Customer to install the software for Customer use only in up to three (3) infrastructure environments (e.g., production, test, backup).

MHC Image Express software included in this agreement allows the Customer to install the software for Customer use only in up to three (3) infrastructure environments (e.g., production, test, backup). MHC Software partners with Hyland to provide, integrate to and resell the Brainware for Invoices intelligent capture software product with MHC Image Express. Any intelligent capture software included in this agreement can be installed in up to two (2) infrastructure environments (e.g., production, test).

<p>Document Express ACH Addenda Record Format for AP</p> <ul style="list-style-type: none"> • Add-on functionality to the ACH Module • EDI 820 Format version 4010 or customer-defined format • Formats the additional required data into an addenda record format CCD+ or CTX AP ACH format
<p>Document Express Payroll Module</p> <ul style="list-style-type: none"> • Includes 1 Seat, 1 Back-up • Includes complete (authorized user) control over logos, company/bank information, MICR line, signatures, text messages and more
<p>Line Item Maintenance Module for Payroll</p> <ul style="list-style-type: none"> • Replaces 8-digit deduction & pay codes with flexible, long descriptions • Re-orders or suppresses deductions & pay-codes
<p>W-2 Module Provides W2 capabilities (pressure seal or cut-sheet) Includes W2C capabilities Document History and State, Local or Employer copies Includes Annual Updates for Lawson changes Includes interface to Lawson PR297 Print File</p>
<p>E-Pay</p> <ul style="list-style-type: none"> • E-mails Secure PDF of Direct Deposit advice to employees simultaneous to check printing
<p>Document Express Accounts Payable Module</p> <ul style="list-style-type: none"> • Includes 1 Seat, 1 Back-up • Includes complete (authorized user) control over logos, company/bank information, MICR line, signatures, text messages and more
<p>1099 Module</p> <ul style="list-style-type: none"> • Supports 1099-DIV; -MISC; -INT • Includes Annual Updates for Lawson changes • Includes interface to Lawson AP145 Print File

<p>E-Remit</p> <ul style="list-style-type: none"> • E-mails PDF of ACH remittance advice to vendors simultaneous to check printing
<p>Document Express Forms Module</p> <ul style="list-style-type: none"> • Includes 1 Seat, 1 Back-up • Includes complete (authorized user) control over logos, company information, signatures, text messages and more
<p>Auto Fax Module</p> <ul style="list-style-type: none"> • Document Express Print Routine forwards formatted documents to your Fax Server
<p>Auto Document Express</p> <ul style="list-style-type: none"> • Automate Document Express import and print routines for forms applications without user intervention. (ie- Purchase Order application)
<p>Positive Pay Automation</p> <ul style="list-style-type: none"> • Formatting the file to meet Bank Specifications (Bank of America) • Void Capabilities • Positive Pay History • Ability to concatenate multiple accounts into a single transmission saving on bank costs • Testing with the bank • The automation tool transfers the P-Pay file to Bank in its format, using xmodem/ymodem, FTP or HTTP, as specified by bank
<p>ACH Module</p> <p>Creates one type of standard NACHA (CCD+, CTX, etc.) and / or one type of addenda record for transmission to TD BankNorth</p> <ul style="list-style-type: none"> • Can be run simultaneously to check printing • Provides automated send of ACH file, and receipt of acknowledgement to the extent allowed by bank specifications
<p>Slip Sheet Management Module</p> <ul style="list-style-type: none"> • Creates a sheet printed between batches outlining the location of distribution for the documents that follow. A Slip Sheet may be printed on a colored sheet of paper to differentiate from checks or label stock to create a label. Custom programming can incorporate a FedEx or UPS Label. Many of our Lawson Clients use Process Level, Department and Alpha last name sorting for distribution.

Design Express

- Design tool which facilitates the creation of entire new documents for use in Document Express

Interface Express

- Integration tool which facilitates the incoming data into internal database fields for use with a Document Express account.

Reconciliation Express

- Loads issued check and paid check information into a reconciliation database. The issued and paid checks are compared and exact matches are reconciled. Issued and paid checks that do not match are considered Exceptions. Exceptions may be reissued, manually reconciled, or purged.

Electronic W-2 Module with Compliance

- Interface to Lawson PR297 output file for W-2 information with W-2 formatting and processing. Employees to link from Lawson ESS for secure, electronic W-2 review and printing on-line. Meets IRS compliance for electronic W-2 delivery. Full Administrative Audit Trail of Admin and Employee activity. Client to provide Security Certificate.
- Employees are authenticated in the same manner as Lawson Employee Self-Service. (No additional password is required.)
- Document Self-Service is accessed from the Lawson Employee Self-Service web page through a link providing a seamless look and feel
- Employees may download test W2s, consent to electronic W2s, revoke consent, administer secondary email, print/download current and past year's W2s.
- Full system audit trail of all administrative and user actions.
- Administration functions allowing for view, print, email, post, and delete of documents
- Terminated or inactive employees' W2s may be printed or posted to an alternate website, client determined

Document Self Service for Pay Stubs Module

Eliminate payroll questions by providing employees with more descriptive and reformatted pay advices through Document Self-Service for Pay Stubs™. As the employee logs into Lawson Self Service and is authenticated, a link to electronic pay stubs appears. The employee can view, print, and email the reformatted PDF pay documents. Employers can provide a customized statement of earnings with messaging capabilities. Automatic emails alert employees when pay stubs are available for viewing and printing. Client to provide Security Certificate.

- Employees are authenticated in the same manner as Lawson Employee Self-Service. (No additional password is required.)
- Document Self-Service is accessed from the Lawson Employee Self-Service web page through a link providing a seamless look and feel
- Employees may view current and prior Pay Stubs that were posted and administer secondary email address. Full system audit trail of all administrative and user actions.
- Full system audit trail of all administrative and user actions.
- Administration functions allowing for view, print, email, post, & delete of documents.

Employee Authorization and Opt-in Functionality- Web Delivery

Employee will have the option to authorize or revoke authorization of electronic receipt of their Pay Stub via Document Self Service. All employee actions will be tracked through an Audit Manager with reporting tools. Email confirmations will be sent to the employee's primary (Lawson HR11) email address and employee's secondary email address (employee entered and maintained).

Employee Authorization and Opt-in Functionality- Email Delivery

Employee will have the option to authorize or revoke authorization of electronic receipt of their Pay Stub via Email delivery. The Pay Stub will be an attachment to the email, and will be encrypted with 128 bit encryption, and password protected. The employee will control the email address for delivery and the password to open the Pay Stub. This email address and password will be maintained by the employee by following a link from Lawson Employee Self Service, to MHC's Document Self Service.

<p>Electronic Pay Stubs- Disclosures</p> <ul style="list-style-type: none"> • The administrator will be able to maintain a disclosure message attachment in the Document Self Service settings which will contain a subject, and the body of the disclosure. When payroll is run through Document Express, the disclosure message attachment will be displayed. If accepted, the disclosure message attachment will be added as a page to the PDF of the Pay Stub being transferred to Document Self Service. When an employee clicks on the Pay Stub to view it, the disclosure message attachment is displayed. The employee must click on "I have read and understand this disclosure" in order to view the Pay Stub. This acceptance is time stamped and saved in the audit history. 	
<p>Image Express</p> <ul style="list-style-type: none"> • Unlimited Query Users • Unlimited Entry Users • Dynamic Image Drill • Includes one Index Data Image Capture, such as Invoices in the Lawson AP20 	
<p>Image Express Workflow</p> <ul style="list-style-type: none"> • Hierarchal Routing and Approval engine for imaged documents 	
<p>7 Additional Seats</p>	

Document Express 1095-C Module

- One site, one seat and one backup seat
- Provides totals and document counts
- Enables 1095-C document printing and/or online delivery for organizations that also license the 1095-C MHC Document Self-Service functionality
- Requires customer to procure relevant tax forms compatible with licensed MHC Document Express output (ask MHC for referral to recommended forms provider)
- Does not include the generation of the data/files to be sent to the IRS, nor transmission of data/files to the IRS and tax preparation software providers
- 1095-C Tax Form: Employer-Provided Health Insurance Offer and Coverage
 - Software to create and print 1095-C documents required by the Affordable Care Act (ACA)
 - Supports data import of standard Infor Lawson Benefits module CSV output file (for customers on extended support for version 9.0.0 or on a newer version; Infor BN297) or Infor Global HR Benefits standard output or MHC 1095-C standard input file
 - Customers must choose 1 of 2 IRS-approved form layout options offered by an MHC authorized forms provider:
 - Option 1: 8.5x11" laser cut sheet form with compatible envelope
 - Option 2: 8.5x14" eccentric z-fold pressure seal form
 - For additional form details (e.g., pricing and how to order), contact your MHC Account Executive.
 - Paper forms will have a blank face and preprinted backside with IRS instructions; the input data and remaining form design will be printed by the MHC Document Express software onto the paper
 - Includes Corrected Form 1095-C capabilities

Document Express 1099-G Module

- 1099-G Tax Form: Certain Government Payments
- Interface to standard file layout for data import:
- IRS Electronic 1099 Output File Layout (matches Infor Lawson AP146 file or Infor CSF standard 1099 output file) OR
- MHC Standard Tax Module CSV File Layout
- Forms design for laser cut sheet or pressure seal designs for 1099-G forms (all other 1099 form variations require separate licensing)
- Software stores document history audit records
- Supports document corrections
- Enables option for authorized users to enter input data to generate a document manually
- Optional extension in Document Express to support creation of unencrypted PDFs of the 1099s (licensed separately for each document type as Document Express PDF/TIF Creation Add-on option)
- Optional extension in Document Self-Service to support online 1099 functionality (licensed separately)
- One site, one seat and one backup seat
- Provides totals and document counts
- Creates the 1099-G documents
- Requires customer to procure relevant 1099 forms compatible with licensed MHC Document Express output (ask MHC for referral to recommended forms provider)
- Does not include support for non-standard input file layouts nor non-standard forms designs; custom data imports or custom forms design layouts for tax documents require licensing of MHC's Document Express Custom Tax Document Module
- Does not include the generation of the data/files to be sent to the IRS, nor transmission of data/files to the IRS and tax preparation software providers

All modules listed above were previously purchased.

**Exhibit B to
Software License Agreement Dated as of _____
Maintenance Fee Schedule**

Exhibit B to the Software License Agreement between MHC Software, LLC, 12000 Portland Avenue South, Suite 230, Burnsville, MN 55337 ("MHC") and State of New Hampshire, 107 N. Main Street, Concord, NH 03301 ("Customer").

Customer agrees to pay the the annual maintenance fee at the time the maintenance fee is due. Listed below are the current maintenance prices of the following Software products as of this Software Agreement's license effective date of _____. In no event will annual maintenance increase more than 3% per year.

Software	Maintenance Amount	Renewal Date
ACH Format CCD+	720.00	April 30 th September 1st
Annual Maintenance on Enterprise Package including:	33,942.70	April 30 th September 1st
Document Express Payroll Module		
Line Item Maintenance Module for Payroll		
W-2 Module		
E-Pay		
Document Express Accounts Payable Module		
1099 Module		
E-Remit		
Document Express Forms Module		
Auto Fax Module		
Auto Document Express		
Positive Pay Automation		
ACH Module		
Slip Sheet Management Module		
Design Express		
Interface Express		
Reconciliation Express		
Electronic W-2 Module with Compliance		
Document Self Service for Pay Stubs Module		
Employee Authorization and Opt-in Functionality- Web Delivery		
Employee Authorization and Opt-in Functionality- Email Delivery		
Electronic Pay Stubs- Disclosures		
Image Express		
Image Express Workflow		
7 Additional Seats		
Document Express 1095-C	1,170.00	September 1 st April 30 th
1099G	540.00	September 1st April 30 th
Total Maintenance	36,372.70	

Exhibit C to
 Software License Agreement Dated as of _____
 Software Implementation & Maintenance Services

Exhibit C to the Software License Agreement between MHC Software, LLC, 12000 Portland Avenue South, Suite 230, Burnsville, MN 55337 ("MHC") and State of New Hampshire, 107 N. Main Street, Concord, NH 03301 ("Customer").

Service	Description	Price
Software Implementation	<ul style="list-style-type: none"> • Remote Implementation Services (web meeting/VPN/phone) <ul style="list-style-type: none"> ○ Planning & Analysis ○ Design & Development (if applicable) ○ Installation & Configuration ○ Deployment & Customer Support 	Included
Software Maintenance	<p>Software maintenance entitles the customer to:</p> <ol style="list-style-type: none"> (1) Software upgrades for licensed application components sold and licensed by MHC (2) Software support and training via toll-free phone number and web meetings (3) Continuing compatibility with Infor applications for MHC licensed components (i.e., as customers upgrade Infor functionality from one release to the next, they can work with MHC Software to plan and maintain compatible MHC Software functionality; maintenance does not include support for additions to ERP applications, a change of ERP nor technological platform changes, only upgrades to existing ERP software functionality) 	See Exhibit B

Payment Terms: Services, if required will be invoiced upon work completion; payment is due 30 days after receipt of invoice.



MHCSoft-01

SPINCHCOFSKY

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 4/23/2019

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 Associated Agencies, Inc 1701 Golf Road #3-700 Rolling Meadows, IL 60008	CONTACT NAME: PHONE (A/C, No, Ext): (847) 427-8400 FAX (A/C, No): (847) 427-3430 E-MAIL ADDRESS: assocagencies@associated.cc
INSURER(S) AFFORDING COVERAGE	
INSURER A: Selective Insurance Company of America	NAIC # 12572
INSURER B: Hartford Casualty Insurance Co	29424
INSURER C: Lloyds Of London	85202
INSURER D: Maxum Casualty Insurance Company	10784
INSURER E:	
INSURER F:	

INSURED **COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSR/ WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		S 2317180	10/1/2018	10/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
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		S 2317180	10/1/2018	10/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED RETENTION \$ 0		S 2317180	10/1/2018	10/1/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	83WECAA9EBD	1/3/2019	1/3/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Cyber & Tech E&O		ASF18F004548	10/1/2018	10/1/2019	Limit \$ 5,000,000
D	Directors & Officers		MLA-631839-02	10/1/2018	10/1/2019	Limit \$ 1,000,000

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

CERTIFICATE HOLDER State of New Hampshire Administrative Services, Bureau of Purchase and Property 25 Capitol Street, Room 102 Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**Office of the Minnesota Secretary of State
Certificate of Good Standing**

I, Steve Simon, Secretary of State of Minnesota, do certify that: The business entity listed below was filed pursuant to the Minnesota Chapter listed below with the Office of the Secretary of State on the date listed below and that this business entity is registered to do business and is in good standing at the time this certificate is issued.

Name: MHC Software, LLC
Date Filed: 09/27/2017
File Number: 968945200059
Minnesota Statutes, Chapter: 322C
Home Jurisdiction: Minnesota

This certificate has been issued on: 04/24/2019



Steve Simon

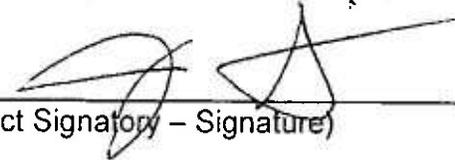
Steve Simon
Secretary of State
State of Minnesota



MHC SOFTWARE

CERTIFICATE OF AUTHORITY
(Limited Liability Company)

I, John Shields, hereby certify that I am the President and CEO of MHC Software, LLC and I further certify and acknowledge that the State of New Hampshire will rely on this certificate as evidence that I have full authority to bind MHC Software, LLC and that no corporate resolution, shareholder vote, or other document is necessary to grant me such authority.



(Contract Signatory - Signature)

5/15/19

(Date)

STATE OF Minnesota
COUNTY OF Hennepin

On this day of May 15, 2019, before me, Catherine Beattie, the undersigned
(Name of Notary Public)
officer, personally appeared John Shields, known to me to be the person whose
(Contract Signatory)
name is subscribed to the within instrument and acknowledged that he executed
the same for the purposes therein contained. In witness whereof, I hereunto set
my hand and official seal.



(Notary Public - Signature)



Commission Expires: 1/31/2020