

36 48



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
 27 HAZEN DR., CONCORD, N.H. 03305  
 Fax: 603-271-1516 TDD Access: 1-800-735-2964  
 www.nh.gov/doit

**Denis Goulet**  
 Commissioner

January 14, 2025

Her Excellency, Governor Kelly A. Ayotte  
 and the Honorable Executive Council  
 State House  
 Concord, NH 03301

**REQUESTED ACTION**

Authorize the Department of Information Technology (DoIT), on behalf of the Department of Safety (DOS) to enter into a contract with eCourtDate, Inc. (VC# 504553) of Miami, FL, in the amount not to exceed \$177,000.00, for the purpose of implementing a replacement Listserv solution, with the option to renew for an additional two-year period, effective upon Governor and Council approval through, September 30, 2029.

Source of Funds: 100% Other Funds (Agency Class 027), the Agency Class 027 used by DOS to reimburse DoIT is 100% Agency Income (Cost of Collections).

Funds are available in the following account for SFY 2025 and are anticipated to be available in SFY 2026 through 2029 upon the availability and continued appropriation of funds in future operating budget, with the authority to adjust encumbrances between fiscal years through the Budget Office if needed with justified.

CAT#-DEPT#- AGENCY#- ACTIVITY#-ACCTG UNIT#-DEPT NAME- AGENCY NAME- ACCTG UNIT NAME CLASS CODE- ACCOUNT CODE- CLASS TITLE	ACTIVITY CODE	SFY 2025	SFY 2026	SFY 2027	SFY 2028	SFY 2029	Total
01-03-03-030010- 76230000 - DOIT for DOS-038 509038 Technology Software	03230238	\$73,000.00	\$26,000.00	\$26,000.00	\$26,000.00	\$26,000.00	\$177,000.00

**EXPLANATION**

There are multiple divisions (HSEM, FMO, FST-EMS, Administration and NHIAC) that utilize 60+ Listserv(s) which reside on an outdated DoIT platform; the platform, GNU Mailman,

was decommissioned in December 2024. This contract is an agreement to migrate the current Listserv(s) DOS maintains to eCourtDate, a Cloud-Based SaaS platform and provide a modern platform to facilitate these agencies' vital missions.

This contract is the result of a competitive solicitation under DoIT RFP-2024-041-Listsrv Replacement Solution issued on January 3, 2024. The scoring committee consisted of seven state employees from DoIT, each with expertise in the RFP review process and expertise in the required areas. The scoring team determined eCourtDate, Inc. met the minimum qualifications of DoIT RFP-2024-041 - Listsrv Replacement Solution and received the highest overall score. The Department of Information Technology recommends eCourtDate, Inc. be awarded this contract.

Respectfully submitted,



Denis Goulet  
Commissioner, Department of  
Information Technology



Robert L. Quinn  
Commissioner, Department of Safety

DG/k  
DoIT #2024-041  
RID: 88510

## RFP Final Scoring Summary

**Project Name: Listserv Replacement**

Evaluation Factor	Received Proposals						
	RPR Wyatt		eCourtDate		Tech Mahindra		
<b>Adherence to Mandatory Requirements (Pass/Fail)</b>	Pass		Pass		Pass		
Technical Proposal	Points Distribution	Average Ranking	Point Score	Average Ranking	Point Score	Average Ranking	Point Score
<i>Proposed Software Solution:</i>							
Application Infrastructure	50	5.00	50.00	5.00	50.00	5.00	50.00
Security	50	5.00	50.00	5.00	50.00	1.00	10.00
Functionality & Capabilities	400	1.00	80.00	3.00	240.00	3.00	240.00
Support & Maintenance	75	3.00	45.00	3.00	45.00	2.50	37.50
Company & Staff Qualifications	25	3.00	15.00	3.00	15.00	3.00	15.00
<b>Technical Proposal Score</b>	<b>600</b>	<b>240.00</b>		<b>400.00</b>		<b>352.50</b>	
		3.40		3.80		2.90	
<b>Proposal Cost</b>	<b>400</b>	\$ 317,500.00		\$ 202,000.00		\$ 819,000.00	<b>Lowest Cost</b> \$202,000.00
(lowest proposed cost/vendor's proposed cost ) X maximum allocated points for proposal cost			254.49		400.00		98.66
<b>Total Score</b>	<b>1000</b>	<b>494.49</b>		<b>800.00</b>		<b>451.16</b>	

**Score Calculation:** The Total Possible Score of 100 points is distributed to the Evaluation Factors as shown above. Each Evaluation Factor is ranked on a scale of 0 to 5, as defined below, by each scoring team member. Team member rankings are then averaged for each Vendor on the Ranking Summary Worksheet and shown as the Average Ranking on the Final Scoring Summary above. The Average Ranking as a percent of the maximum ranking (Five) is used to calculate the Point Score for each Evaluation Factor.

**Rankings 0 to 5 are defined below:**

- 0 Mandatory requirements planned in a future release. Requires significant changes to business processes.
- 1 Well below average, meets mandatory requirements with significant customization or workarounds.
- 2 Slightly below average, meets mandatory requirements with minimal customization or workarounds.
- 3 Average, meets mandatory requirements without significant customization or workarounds.
- 4 Above average, mandatory requirements met without significant customization and meets many preferred requirements.
- 5 Outstanding, meets mandatory requirements, most preferred requirements and many added optional features that would benefit the business.



**Proposal Evaluators:**

<b>Jeffrey Phillips</b>	<b>Assistant Director, Division of Fire Standards and Training</b>
<b>Marilynn Burkowski</b>	<b>Deputy Director, NH Information &amp; Analysis Center</b>
<b>Ronald Reed</b>	<b>IT Lead, Department of Information Technology BRMD (Safety IT)</b>
<b>Kellie Currier</b>	<b>BSA, Department of Information Technology BRMD (Safety IT)</b>
<b>Neil Cantin</b>	<b>Assistant Chief of Operations, Homeland Security &amp; Emergency Management</b>
<b>Stacey Dubois</b>	<b>Deputy Fire Marshal, Fire Marshal's Office</b>
<b>Thomas Phelan</b>	<b>Sergeant, New Hampshire State Police</b>
<b>Amy McLaughlin</b>	<b>Community Risk Specialist, Fire Marshal's Office</b>



STATE OF NEW HAMPSHIRE

DEPARTMENT OF INFORMATION TECHNOLOGY, ON  
BEHALF OF DEPARTMENT OF SAFETY

LISTSERV REPLACEMENT SOLUTION  
DOS - DoIT 2024-041

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY, ON BEHALF OF DEPARTMENT OF**  
**SAFETY**  
**DoIT-2024-041 – LISTSERV REPLACEMENT SOLUTION**  
**TABLE OF CONTENTS**

---

**Contents**

**AGREEMENT** ..... 4

**EXHIBIT A - SPECIAL PROVISIONS** ..... 9

**EXHIBIT B – STATEMENT OF WORK (SOW) BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES** ..... 13

1. **CONTRACT TERM** ..... 13

2. **STATEMENT OF WORK** ..... 13

3. **BUSINESS / TECHNICAL REQUIREMENTS** ..... 13

4. **ACTIVITY, DELIVERABLE AND MILESTONE** ..... 14

5. **DELIVERABLE REVIEW AND ACCEPTANCE** ..... 15

6. **CHANGE ORDER** ..... 16

7. **IMPLEMENTATION SERVICES** ..... 17

8. **PROJECT MANAGEMENT** ..... 17

9. **WORK PLAN** ..... 20

10. **ACCEPTANCE & TESTING SERVICES** ..... 23

11. **MAINTENANCE, OPERATIONS AND SUPPORT** ..... 25

12. **DATA PROTECTION** ..... 27

13. **SOFTWARE AGREEMENT** ..... 29

14. **ADMINISTRATIVE SERVICES** ..... 30

15. **TRAINING** ..... 30

16. **TERMS AND DEFINITIONS** ..... 30

17. **CONTRACTOR’S CERTIFICATES** ..... 30

**EXHIBIT C – PRICE AND PAYMENT SCHEDULE** ..... 31

**EXHIBIT D – SOFTWARE LICENSE AGREEMENT** ..... 37

**EXHIBIT E – ADMINISTRATIVE SERVICES** ..... 42

**EXHIBIT F – TERMS AND DEFINITIONS** ..... 45

**EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES** ..... 49

1. **ATTACHMENTS** ..... 49

2. **CONTRACTOR CERTIFICATES** ..... 49

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY, ON BEHALF OF DEPARTMENT OF**  
**SAFETY**  
**DoIT-2024-041 – LISTSERV REPLACEMENT SOLUTION**  
**TABLE OF CONTENTS**

---

*Remainder of this page intentionally left blank*

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY, ON BEHALF OF DEPARTMENT OF SAFETY**  
**DoIT-2024-041 – LISTSERV REPLACEMENT SOLUTION**  
**GENERAL PROVISIONS – P37**

**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.**

<b>1.1 State Agency Name</b>  Department of Information Technology & Department of Safety		<b>1.2 State Agency Address</b>  27 & 33 Hazen Drive Concord, NH 03305	
<b>1.3 Contractor Name</b>  eCourtDate, Inc.		<b>1.4 Contractor Address</b>  382 NE 191 <sup>st</sup> Street #61350 Miami, FL 33179	
<b>1.5 Contractor Phone Number</b>  (855) 670-7879	<b>1.6 Account Unit and Class</b> 10-03-03-76230000 – DOIT for DOS-038 509038 Technology Software	<b>1.7 Completion Date</b>  September 30, 2029	<b>1.8 Price Limitation</b>  \$177,000.00
<b>1.9 Contracting Officer for State Agency</b>  Department of Information Technology-Denis Goulet & Department of Safety – Steven Lavoie		<b>1.10 State Agency Telephone Number</b>  603-223-5703 603-223-8020	
<b>1.11 Contractor Signature</b>   Date: 12-06-2024		<b>1.12 Name and Title of Contractor Signatory</b>  Ibrahim Aissam, CEO and Founder	
<b>1.13 State Agency Signature</b>   Date: 12/14/25 11/5/25		<b>1.14 Name and Title of State Agency Signatory</b> Commissioner/CIO NH Dept of Information Technology  Robert L. Quinn, Commissioner, NH Department of Safety	
<b>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b>  By: _____ Director, On: _____			
<b>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b>  By: <u>Jessica A King</u> On: <u>2/6/2025</u>			

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY, ON BEHALF OF DEPARTMENT OF SAFETY**  
**DoIT-2024-041 – LISTSERV REPLACEMENT SOLUTION**  
**GENERAL PROVISIONS – P37**

---

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 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

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY, ON BEHALF OF DEPARTMENT OF SAFETY**  
**DoIT-2024-041 – LISTSERV REPLACEMENT SOLUTION**  
**GENERAL PROVISIONS – P37**

---

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 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

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY, ON BEHALF OF DEPARTMENT OF SAFETY**  
**DoIT-2024-041 – LISTSERV REPLACEMENT SOLUTION**  
**GENERAL PROVISIONS – P37**

---

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 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.**

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATON TECHNOLOGY, ON BEHALF OF DEPARTMENT OF SAFETY**  
**DoIT-2024-041 – LISTSERV REPLACEMENT SOLUTION**  
**GENERAL PROVISIONS – P37**

---

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.

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY, ON BEHALF OF DEPARTMENT OF**  
**SAFETY**  
**DoIT-2024-041 - LISTSERV REPLACEMENT SOLUTION**  
**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 two (2) 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;



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY, ON BEHALF OF DEPARTMENT OF**  
**SAFETY**  
**DoIT-2024-041 - LISTSERV REPLACEMENT SOLUTION**  
**EXHIBIT A – SPECIAL PROVISIONS**

---

- 10.6** A receiving Party also may disclose the disclosing Party's Confidential Information to the extent required by law or an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon Contractor regarding the Confidential Information, and Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.
- 10.7** Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by 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

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY, ON BEHALF OF DEPARTMENT OF**  
**SAFETY**  
**DoIT-2024-041 - LISTSERV REPLACEMENT SOLUTION**  
**EXHIBIT A – SPECIAL PROVISIONS**

---

Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

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

**28. EXHIBITS/ATTACHMENTS**

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

**29. NON-EXCLUSIVE CONTRACT**

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

**30. ORDER OF PRECEDENCE**

In the event of conflict or ambiguity among any of the text within this agreement, the following Order of Precedence shall govern:

State of New Hampshire, Department of Safety Contract Agreement DOS-DoIT 2024-041 P-37 as amended by Exhibit A.

State of New Hampshire, Department of Safety Contract Exhibits in order of precedence:

- a. Exhibits B and C; (Statement of Work and Pricing)
- b. Exhibit D; (Software License Agreement)
- c. Exhibit E; (Administrative Services)
- d. Exhibit F: (Terms & Definitions)
- e. Exhibit G. (Contractor Certificates)

State of New Hampshire, Department of Safety DoIT RFP 2024-041 Listserv Replacement Solution.

Vendor Proposal Response to Department of Safety DoIT RFP 2024-041 Listserv Replacement Solution dated March 13, 2024.

*Remainder of this page intentionally left blank*

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY, ON BEHALF OF DEPARTMENT OF**  
**SAFETY**

**DoIT-2024-041 - LISTSERV REPLACEMENT SOLUTION**  
**EXHIBIT B – STATEMENT OF WORK**  
**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

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

The Statement of Work, Business and Technical Requirements, and Deliverables are set forth below:

**1. CONTRACT TERM**

The Contract shall begin on the Effective Date and extend for sixty (60) months from the date of System Acceptance, with the exception of events of force majeure, inclusive of maintenance, operations and support. Maintenance, operations and support services shall start on the next day of the State's issuance of the Letter of System Acceptance. The Term may be extended for an additional two (2) years for maintenance, operations and support services, at the sole option of the State, at the rate set forth in this contract.

**2. STATEMENT OF WORK**

The Contractor shall provide a Cloud-Based SaaS communications platform to replace the current Listserv solution. Currently, DOS has 60+ listserv(s) in use on an outdated platform (GNU Mailman version 2.1.30). The Contractor shall be responsible for all aspects of the project, including, but not limited to:

- All services, software configuration and development associated with the implementation of the Listserv replacement solution, eCourtdate, and its associated business process impacts
- Overall support and coordination, analyzing and defining business process improvements
- Configuration of the eCourtDate software
- Migrating and importing all active Listserv(s) data from the above listed existing platform; the State will be responsible for the export of each Listserv from the GNU Mailman platform
- Providing user training, documentation, testing and system support services
- Ensuring that the eCourtDate solution is successfully implemented
- eCourtDate must fully comply with current FBI CJIS Security Policy <https://le.fbi.gov/cjis-division/cjis-security-policy-resource-center>
- Data at rest or in transit shall be protected via encryption that is FIPS 140-2 certified and use a symmetric cipher key strength of at least 128-bit strength.
- System and Services must be provided from a Gov Cloud data center(s) within the United States

**3. BUSINESS / TECHNICAL REQUIREMENTS**

Business and Technical Requirements are identified in Exhibit G: Attachment I

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY, ON BEHALF OF DEPARTMENT OF  
SAFETY**

**DoIT-2024-041 - LISTSERV REPLACEMENT SOLUTION  
EXHIBIT B – STATEMENT OF WORK  
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

**4. ACTIVITY, DELIVERABLE AND MILESTONE**

<b>ACTIVITY, DELIVERABLE AND MILESTONE</b>		<b>DELIVERABLE TYPE</b>	<b>PROJECTED DELIVERY DATE</b>
<b>PLANNING AND PROJECT MANAGEMENT</b>			
1	Conduct Project Kickoff Meeting	Non-Software	1 week after award
2	Work Plan	Written	2 weeks after first meeting
3	Project Status Reports	Written	2 weeks after first meeting
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written	3 weeks after first meeting
5	Security Plan	Written	3 weeks after first meeting
6	Communications and Change Management Plan	Written	3 weeks after first meeting
7	Software Configuration Plan	Written	3 weeks after first meeting
8	Testing Plan	Written	3 weeks after first meeting
9	GNU Mailman Listserv(s) Data Conversion Plan and Design	Written	3 weeks after first meeting
10	Deployment Plan	Written	3 weeks after first meeting
11	Comprehensive Training Plan and Curriculum	Written	3 weeks after first meeting
12	End User Support Plan	Written	3 weeks after first meeting
13	Business Continuity Plan	Written	3 weeks after first meeting
14	Documentation of Operational Procedures	Written	3 weeks after first meeting
<b>INSTALLATION</b>			
15	Provide Software Licenses (if needed)	Written	4 weeks after first meeting
16	Provide Fully Tested Data Conversion Software	Software	4 weeks after first meeting
17	Provide Software Installed, Configured and Operational to Satisfy State Requirements	Software	4 weeks after first meeting
<b>TESTING</b>			
18	Conduct User Acceptance Testing	Non-Software	6 weeks after first meeting
19	Perform Production Tests	Non-Software	6 weeks after first meeting

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY, ON BEHALF OF DEPARTMENT OF**  
**SAFETY**

**DoIT-2024-041 - LISTSERV REPLACEMENT SOLUTION**

**EXHIBIT B – STATEMENT OF WORK**

**' BUSINESS / TECHINCAL REQUIREMENTS AND DELIVERABLES**

20	Conduct System Performance (Load/Stress) Testing	Non-Software	6 weeks after first meeting
21	Certification of 3 <sup>rd</sup> Party Pen Testing and Application Vulnerability Scanning.	Non-Software	6 weeks after first meeting
<b>SYSTEM DEPLOYMENT</b>			
22	Converted Data Loaded into Production Environment	Software	6 weeks after first meeting
23	Provide Tools for Backup and Recovery of all Applications and Data	Software	6 weeks after first meeting
24	Conduct Training	Non-Software	8 weeks after first meeting
25	Cutover to New Software	Non-Software	10 weeks after first meeting
26	Provide Documentation	Written	10 weeks after first meeting
27	Execute Security Plan	Non-Software	10 weeks after first meeting
<b>OPERATIONS</b>			
28	Ongoing Hosting Support	Non-Software	Continuous 1 Year
29	Ongoing Support & Maintenance	Software	Continuous 1 Year
30	Conduct Project Exit Meeting	Non-Software	1 month from go live date

**5. DELIVERABLE REVIEW AND ACCEPTANCE**

**5.1 Non-Software and Written Deliverables Review and Acceptance**

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

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY, ON BEHALF OF DEPARTMENT OF**  
**SAFETY**

**DoIT-2024-041 - LISTSERV REPLACEMENT SOLUTION**  
**EXHIBIT B – STATEMENT OF WORK**  
**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

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.

**5.2 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.

**5.3 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.

**5.4 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.

**6. CHANGE ORDER**

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

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

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

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

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY, ON BEHALF OF DEPARTMENT OF**  
**SAFETY**

**DoIT-2024-041 - LISTSERV REPLACEMENT SOLUTION**  
**EXHIBIT B – STATEMENT OF WORK**  
**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

**7. 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.

**8. PROJECT MANAGEMENT**

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

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

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

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

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

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY, ON BEHALF OF DEPARTMENT OF**  
**SAFETY**

**DoIT-2024-041 - LISTSERV REPLACEMENT SOLUTION**  
**EXHIBIT B – STATEMENT OF WORK**  
**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

**8.1 The Contractor Key Project Staff**

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. The Contractor is responsible for providing all appropriate resources and personnel to manage this Project to a successful completion.

**8.1.1. 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:

**Ibrahim Aissam**  
**855-670-7879**  
**ibrahim@ecourtdate.com**

**8.1.2. 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:

**Ibrahim Aissam**  
**855-670-7879**  
**ibrahim@ecourtdate.com**

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

Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as Contractor's representative for all administrative and management matters. Project Manager must be available to promptly respond during normal Business Hours within 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.

**8.1.3. 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

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY, ON BEHALF OF DEPARTMENT OF**  
**SAFETY**

**DoIT-2024-041 - LISTSERV REPLACEMENT SOLUTION**  
**EXHIBIT B – STATEMENT OF WORK**  
**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

(10) business day period to provide competent project management Services through a qualified interim Project Manager.

**8.1.4. The Contractors Additional Key Project Staff**

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

Robert Reardon  
[rob@ecourtdate.com](mailto:rob@ecourtdate.com)  
Business Development Director

Kristin Salisbury  
[kristin@ecourtdate.com](mailto:kristin@ecourtdate.com)  
Design Director

Nadine Jubara  
[nadine@ecourtdate.com](mailto:nadine@ecourtdate.com)  
Training and Onboarding Manager

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

**8.1.5. 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.

**8.2 The State Key Project Staff**

**8.2.1. 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:

Becky Peoples  
603-230-3067  
[Becky.A.Peoples@doit.nh.gov](mailto:Becky.A.Peoples@doit.nh.gov)

**8.2.2. The State Project Manager**

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

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY, ON BEHALF OF DEPARTMENT OF**  
**SAFETY**

**DoIT-2024-041 - LISTSERV REPLACEMENT SOLUTION**  
**EXHIBIT B – STATEMENT OF WORK**  
**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

603-230-3012  
Thomas.R.Chagnon@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 signoffs;
- f. Review and approval of Change Orders;
- g. Managing stakeholders' concerns.

**8.3 PROJECT MANAGEMENT MEETING AND REPORTS**

The Contractor Key Project Staff shall participate in meetings and provide reports as requested by the State, in accordance with the requirements and terms of this Contract. The meeting shall be conducted onsite in person, unless mutually agreed otherwise. Unless otherwise agreed to by the State, the Contractor shall prepare agendas and background for and minutes of meetings. At minimum, background for each meeting shall include an updated Work Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, shall also be the Contractor's responsibility. The Contractor shall also provide the State with information or reports regarding the Project as requested by the State. The Contractor shall prepare special reports and presentations, as requested by the State, all at no additional cost to the State.

**9. WORK PLAN**

The Contractor's Project Manager and the State Project manager shall finalize the Work Plan within Thirty (30) 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 preliminary Work Plan created by the Contractor and the State is set forth in this Section. See RFP Response, Topic 14 for Initial Work Plan Submittal. In conjunction with the Contractor's Project Management methodology which shall be used to manage the Project's life cycle, the Contractor's team and the State shall finalize the Work Plan at the onset of the Project. The plan shall identify the Tasks, Deliverables, Major Milestones, Task Dependencies and a payment Schedule required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and the Contractor's team members), refine the Project's scope and establish the Project's Schedule.

**9.1 Updates to the Work Plan:**

- 9.1.1** The Contractor shall update the Work Plan as necessary, but no less than every two (2) weeks, to accurately reflect the status of the Project, including without limitation, the Schedule, Tasks, Deliverables, Major Milestones, Task Dependencies and Payment Schedule. Any such updates to the Work Plan shall be approved by the State, in writing, prior to final incorporation into the Work Plan.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY, ON BEHALF OF DEPARTMENT OF  
SAFETY**

**DoIT-2024-041 - LISTSERV REPLACEMENT SOLUTION  
EXHIBIT B – STATEMENT OF WORK  
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

9.1.2 Unless otherwise agreed in writing by the State, changes to the Work Plan shall not relieve the Contractor from liability to the State for damages resulting from the Contractor's failure to perform its obligations under the Contract, including, without limitation, performance in accordance with the Schedule.

9.1.3 In the event of any delay in the Schedule to include excusable delays and/or force majeure, the State and/or the Contractor shall notify the other in writing, identifying the nature of the delay, i.e., specific actions or inactions of the Contractor or the State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project.

9.1.4 In the event additional time is required by the Contractor or the State to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from the Contractor's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

The preliminary Work Plan created by the Contractor and the State is set forth in this Section.

<b>ACTIVITY / DELIVERABLES / MILESTONES PRICING WORKSHEET</b>			
<b>ACTIVITY, DELIVERABLE OR MILESTONE</b>		<b>DELIVERABLE TYPE</b>	<b>PROJECTED DELIVERY DATE</b>
<b>PLANNING AND PROJECT MANAGEMENT</b>			
1	Conduct Project Kickoff Meeting	Non-Software	1 week after award
2	Work Plan	Written	2 weeks after first meeting
3	Project Status Reports	Written	2 weeks after first meeting
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written	3 weeks after first meeting
5	Security Plan	Written	3 weeks after first meeting
6	Communications and Change Management Plan	Written	3 weeks after first meeting
7	Software Configuration Plan	Written	3 weeks after first meeting
8	Testing Plan	Written	3 weeks after first meeting
9	GNU Mailman Listserv(s) Data Conversion Plan and Design	Written	3 weeks after first meeting

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY, ON BEHALF OF DEPARTMENT OF**  
**SAFETY**

**DoIT-2024-041 - LISTSERV REPLACEMENT SOLUTION**  
**EXHIBIT B – STATEMENT OF WORK**  
**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

10	Deployment Plan	Written	3 weeks after first meeting
11	Comprehensive Training Plan and Curriculum	Written	3 weeks after first meeting
12	End User Support Plan	Written	3 weeks after first meeting
13	Business Continuity Plan	Written	3 weeks after first meeting
14	Documentation of Operational Procedures	Written	3 weeks after first meeting
<b>INSTALLATION</b>			
15	Provide Software Licenses (if needed)	Written	4 weeks after first meeting
16	Provide Fully Tested Data Conversion Software	Software	4 weeks after first meeting
17	Provide Software Installed, Configured and Operational to Satisfy State Requirements	Software	4 weeks after first meeting
<b>TESTING</b>			
18	Conduct User Acceptance Testing	Non-Software	6 weeks after first meeting
19	Perform Production Tests	Non-Software	6 weeks after first meeting
20	Conduct System Performance (Load/Stress) Testing	Non-Software	6 weeks after first meeting
21	Certification of 3 <sup>rd</sup> Party Pen Testing and Application Vulnerability Scanning.	Non-Software	6 weeks after first meeting
<b>SYSTEM DEPLOYMENT</b>			
22	Converted Data Loaded into Production Environment	Software	6 weeks after first meeting
23	Provide Tools for Backup and Recovery of all Applications and Data	Software	6 weeks after first meeting
24	Conduct Training	Non-Software	8 weeks after first meeting
25	Cutover to New Software	Non-Software	10 weeks after first meeting
26	Provide Documentation	Written	10 weeks after first meeting

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY, ON BEHALF OF DEPARTMENT OF**  
**SAFETY**

**DoIT-2024-041 - LISTSERV REPLACEMENT SOLUTION**  
**EXHIBIT B – STATEMENT OF WORK**  
**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

27	Execute Security Plan	Non-Software	10 weeks after first meeting
<b>OPERATIONS</b>			
28	Ongoing Hosting Support	Non-Software	Continuous 1 Year
29	Ongoing Support & Maintenance	Software	Continuous 1 Year
30	Conduct Project Exit Meeting	Non-Software	1 month from go live date

**10. ACCEPTANCE & TESTING SERVICES**

**10.1 TESTING AND ACCEPTANCE**

The Contractor shall bear all responsibilities for the full suite of Test Planning and preparation throughout the Project. The Contractor will also provide training as necessary to the State staff responsible for test activities. The Contractor shall be responsible for all aspects of testing contained in the Acceptance Test conducted by the State and the testing of the training materials.

The Test Plan methodology shall reflect the needs of the Project and be included in the finalized Work Plan. A separate Test Plan and set of test materials will be prepared for each Software function or module.

All Testing and Acceptance (both business and technically oriented testing) shall apply to testing the Solution as a whole, (e.g., hardware, software modules or functions, and Implementation(s)). This shall include, but not limited to, planning, test scenario and script development, Data and System preparation for testing, execution of Unit Tests, System Integration Tests, Conversion Tests, Installation tests, Regression tests, Performance Tuning and Stress tests, Security Review and tests, User Acceptance Test, Day in the Life Test, and support of the State during User Acceptance Test and Implementation.

In addition, the Contractor shall provide a mechanism for reporting actual test results versus expected results and for the resolution and tracking of all errors and problems identified during test execution. The Contractor shall also correct Deficiencies and support required re-testing.

**10.2 TEST PLANNING AND PREPARATION**

Acceptance and testing services requires the coordinated efforts of a Project Testing Team consisting of both Contractor and State personnel. The Contractor shall be responsible for the planning, documentation, coordination and management of all aspects of the testing services.

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY, ON BEHALF OF DEPARTMENT OF**  
**SAFETY**

**DoIT-2024-041 - LISTSERV REPLACEMENT SOLUTION**  
**EXHIBIT B – STATEMENT OF WORK**  
**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

**10.2.1 Contractor Testing, Planning & Coordination**

The Contractor shall provide oversight and management of all phases of the testing process, including user acceptance testing.

The Contractor shall provide documentation and testing tracking tools to record and manage issue, risks change orders, requirements and other documents used in the management of the testing process.

The Contractor shall successfully perform functional testing and certify all requirements prior to the release to the State Project Team for user acceptance testing. This includes but is not limited to:

- Change Orders
- New Functionality
- System Integration, interfaces with required third party systems
- Reporting – Data Imports/Exports
- Conversion
- System Upgrades
- Security Updates and patching

All other changes that affect system functionality or requires acceptance and approval from the State's Project Team.

The Contractor shall be responsible for the development of the comprehensive functional and user acceptance test plans and scripts that ensure the successful testing of system change order and satisfies all conditions for the State's Project Team's testing, approval and acceptance.

**10.2.2 State Project Team Testing and Acceptance**

The State's Project team shall be responsible for scheduling and completing User Acceptance Testing in accordance with the Contractor Team's approved timelines.

The State Project Team's testing efforts shall validate and certify expected outcomes of the change request and/or business requirements in accordance with the Contract Team's approved test plan and scripts.

The Contract Team shall provide technical assistance and oversight of the State Project Team's testing efforts.

The Contract Team and State Project team shall accept and approve all conditions and verify the business requirements are satisfied before scheduling for production and deployment.

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY, ON BEHALF OF DEPARTMENT OF**  
**SAFETY**

**DoIT-2024-041 - LISTSERV REPLACEMENT SOLUTION**  
**EXHIBIT B – STATEMENT OF WORK**  
**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

Conduct User Acceptance Testing	UAT will be executed, focusing on the secured communication platform aspects and ensuring that all user interactions meet the highest security standards set by eCourtDate.
Perform Production Tests	Production testing will emphasize the robust security infrastructure provided by AWS GovCloud, where eCourtDate is hosted, ensuring compliance with CJIS and other strict requirements.
Conduct System Performance (Load/Stress) Testing	Performance testing will include scenarios within eCourtDate's secure environment to validate the reliability and security of the system under various loads.
Certification of 3rd Party Pen Testing and Application Vulnerability Scanning.	Penetration testing and vulnerability scanning will be carried out by certified third parties, adhering to eCourtDate's policies of risk-driven security and continuous improvement.

**11. MAINTENANCE, OPERATIONS AND SUPPORT**

**11.1 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.

- a. SaaS will be maintained at 99.9% uptime/availability or greater 24/7/365
- b. Ensure relevant software, services and equipment are available to the Client including an appropriate level of spares
- c. Respond to support requests within the timeframes listed below
- d. Take steps to escalate and resolve issues in an appropriate, timely manner
- e. Maintain good communication with the Client at all times

**11.2 System Support**

The Contractor must perform onsite or remote technical support in accordance with the Contract, including without limitation the requirements, terms and conditions contained herein.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY, ON BEHALF OF DEPARTMENT OF  
SAFETY

DoIT-2024-041 - LISTSERV REPLACEMENT SOLUTION  
EXHIBIT B – STATEMENT OF WORK  
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

---

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:

**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;

**Class B & C Deficiencies** – The State shall notify the Contractor of such Deficiencies during regular Business Hours and the Contractor shall respond back within four (4) hours of notification of planned corrective action.

**11.3 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 service calls, the Contractor shall ensure the following information will be collected and maintained:

- a. nature of the Deficiency;
- b. current status of the Deficiency;
- c. action plans, dates and times;
- d. expected and actual completion time;
- e. Deficiency resolution information;
- f. resolved by;
- g. identifying number i.e. work order number; and
- h. issue identified by

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

- mean time between Reported Deficiencies with the Software;
- a. diagnosis of the root cause of the problem; and
  - b. 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

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY, ON BEHALF OF DEPARTMENT OF**  
**SAFETY**

**DoIT-2024-041 - LISTSERV REPLACEMENT SOLUTION**  
**EXHIBIT B – STATEMENT OF WORK**  
**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

License fees, within ninety (90) days of notification to the Contractor of the State's refund request.

**11.4 Contract Warranties and Representations**

**11.4.1 System**

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

**11.4.2 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:

- 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
- the re-performance of the deficient Services, or
- 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.

**11.4.3 Compatibility**

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

**11.4.4 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.

**12. 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.

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY, ON BEHALF OF DEPARTMENT OF**  
**SAFETY**

**DoIT-2024-041 - LISTSERV REPLACEMENT SOLUTION**  
**EXHIBIT B – STATEMENT OF WORK**  
**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the following conditions:

- 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.
- 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.

**12.1 Data Location**

The Contractor shall provide its Services to the State and its end users solely from data centers within the Continental United States. All storage, processing and transmission of State data shall be restricted to information technology systems within the Continental United States.

The Contractor shall not allow its personnel or sub-contractors to store State data on portable devices, including personal computers, except as specified and allowed by the contract, and then only on devices that are used and kept at its data centers within the Continental United States. The Contractor shall permit its personnel and Contractors to access State data remotely only to provide technical support and as specified or required by the contract.

**12.2 Security Incident Or Data Breach Notification**

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 and the FBI's CJIS Security Policy.

**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

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY, ON BEHALF OF DEPARTMENT OF**  
**SAFETY**

**DoIT-2024-041 - LISTSERV REPLACEMENT SOLUTION**  
**EXHIBIT B – STATEMENT OF WORK**  
**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

and (2) take commercially reasonable and consistent with industry best practices measures to address the data breach in a timely manner.

**12.3 Data Breach Responsibilities**

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.

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.

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.

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.

**13. SOFTWARE AGREEMENT**

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

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY, ON BEHALF OF DEPARTMENT OF**  
**SAFETY**

**DoIT-2024-041 - LISTSERV REPLACEMENT SOLUTION**  
**EXHIBIT B – STATEMENT OF WORK**  
**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

**14. 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.

**15. TRAINING**

The Contractor shall provide the following Training Services:

- a. A comprehensive training plan that includes a train the trainer approach, eLearning components and Manual preparation.
- b. Initial personalized introduction for support staff.
- c. Comprehensive virtual training modules and video tutorials.
- d. Optional training solutions that include in-person sessions, live webinars, one-on-one training and online on-demand resources.
- e. The training plan which shall include training of the State Acceptance Test resources prior to commencement of User Acceptance Testing.
- f. Training tailored for the agency's designated System Administrator so that person(s) in this particular role can perform functions that include support for all roles\modules, templates\forms\letters maintenance, Role Based Access Control (RBAC) and staff\group\permissions maintenance.
- g. Training all DOS Listserv users prior to go-live date.

The Contractor shall be present in all training classes. The Contractor shall provide training materials and provide said training materials in a soft format or any other format agreed upon by the State, on as needed basis to State training resources.

Contractor to also provide unlimited access to all electronic training materials and documentation including, but not limited to in-app guides, eTraining, Maintenance and Operations manuals, System, Administration and User Guides.

**16. TERMS AND DEFINITIONS**

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

**17. CONTRACTOR'S CERTIFICATES**

Required Contractor Certificates are attached in Exhibit G

*Remainder of this page intentionally left blank*

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY, ON BEHALF OF DEPARTMENT OF**  
**SAFETY**  
**DoIT-2024-041 - LISTSERV REPLACEMENT SOLUTION**  
**EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

---

**EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

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

**1. CONTRACT PRICE**

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

**2. TRAVEL EXPENSES**

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

**3. SHIPPING FEES**

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

**4. INVOICING**

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

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

**5. INVOICE ADDRESS**

Invoices may be sent to:

New Hampshire Department of Information Technology  
BFA  
27 Hazen Drive  
Concord, NH 03301

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY, ON BEHALF OF DEPARTMENT OF**  
**SAFETY**

**DoIT-2024-041 - LISTSERV REPLACEMENT SOLUTION**  
**EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

**6. PAYMENT**

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

**7. OVERPAYMENTS TO THE CONTRACTOR**

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

**8. CREDITS**

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

**9. PROJECT HOLDBACK**

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

**10. PAYMENT SCHEDULE**

**10.1 Contract Type**

This is a Fixed Firm Price Contract. The total Contract value is indicated in P-37 General Provisions - Block 1.8: Price Limitation for the period between the Effective Date through date indicated in P-37 General Provisions - Block 1.7: Completion Date. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below:

**10.1.1 Activities / Deliverables / Milestones Pricing - Implementation**

<b>ACTIVITY / DELIVERABLES / MILESTONES PRICING WORKSHEET</b>				
<b>ACTIVITY, DELIVERABLE OR MILESTONE</b>		<b>DELIVERABLE TYPE</b>	<b>PROJECTED DELIVERY DATE</b>	<b>MILESTONE PAYMENT</b>
<b>PLANNING AND PROJECT MANAGEMENT</b>				
1	Conduct Project Kickoff Meeting	Non-Software	1 week after award	
2	Work Plan	Written	2 weeks after first meeting	\$5,000.00
3	Project Status Reports	Written	2 weeks after first meeting	
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written	3 weeks after first meeting	
5	Security Plan	Written	3 weeks after first meeting	
6	Communications and Change Management Plan	Written	3 weeks after first meeting	

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY, ON BEHALF OF DEPARTMENT OF**  
**SAFETY**

**DoIT-2024-041 - LISTSERV REPLACEMENT SOLUTION**  
**EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

7	Software Configuration Plan	Written	3 weeks after first meeting	
8	Testing Plan	Written	3 weeks after first meeting	
9	GNU Mailman Listserv(s) Data Conversion Plan and Design	Written	3 weeks after first meeting	
10	Deployment Plan	Written	3 weeks after first meeting	
11	Comprehensive Training Plan and Curriculum	Written	3 weeks after first meeting	
12	End User Support Plan	Written	3 weeks after first meeting	
13	Business Continuity Plan	Written	3 weeks after first meeting	
14	Documentation of Operational Procedures	Written	3 weeks after first meeting	
<b>INSTALLATION</b>				
15	Provide Software Licenses (if needed)	Written	4 weeks after first meeting	
16	Provide Fully Tested Data Conversion Software	Software	4 weeks after first meeting	
17	Provide Software Installed, Configured and Operational to Satisfy State Requirements	Software	4 weeks after first meeting	\$12,000.00
<b>TESTING</b>				
18	Conduct User Acceptance Testing	Non-Software	6 weeks after first meeting	
19	Perform Production Tests	Non-Software	6 weeks after first meeting	
20	Conduct System Performance (Load/Stress) Testing	Non-Software	6 weeks after first meeting	
21	Certification of 3 <sup>rd</sup> Party Pen Testing and Application Vulnerability Scanning.	Non-Software	6 weeks after first meeting	\$10,000.00
<b>SYSTEM DEPLOYMENT</b>				
22	Converted Data Loaded into Production Environment	Software	6 weeks after first meeting	\$15,000.00
23	Provide Tools for Backup and Recovery of all Applications and Data	Software	6 weeks after first meeting	
24	Conduct Training	Non-Software	8 weeks after first meeting	
25	Cutover to New Software	Non-Software	10 weeks after first meeting	\$5,000.00
26	Provide Documentation	Written	10 weeks after first meeting	

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY, ON BEHALF OF DEPARTMENT OF**  
**SAFETY**

**DoIT-2024-041 - LISTSERV REPLACEMENT SOLUTION**  
**EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

27	Execute Security Plan	Non-Software	10 weeks after first meeting	
<b>OPERATIONS</b>				
28	Ongoing Hosting Support	Non-Software	Continuous 1 Year	\$26,000
29	Ongoing Support & Maintenance	Software	Continuous 1 Year	
30	Conduct Project Exit Meeting	Non-Software	1 month from go live date	
<b>TOTAL COST</b>				<b>\$73,000</b>

**10.1.2 Software Operations, Maintenance and Support Pricing**

<b>SOFTWARE NAME</b>	<b>SFY. 2025</b>	<b>SFY 2026</b>	<b>SFY 2027</b>	<b>SFY 2028</b>	<b>SFY 2029</b>	<b>SFY 2030*</b>	<b>SFY 2031*</b>
<b>eCourtDate Multi-Agency Dedicated Plan</b> - The dedicated US GovCloud hosting option includes isolated infrastructure, unlimited agencies, locations, users, and file storage. Includes SFTP Gateway and Private API. All GUI applications - Admin, Data Dashboards, Client Portal are customizable with the State's brand, information, and field mapping/naming conventions.	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
<b>AWS GovCloud Email</b> (1M outbound emails and unlimited inbound emails included) - send and receive secure email with your custom domain. Track email delivery and open rates. Includes ability to attach encrypted files, retract emails, and to multi-notify to SMS. Includes unlimited inbound email processing and	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY, ON BEHALF OF DEPARTMENT OF**  
**SAFETY**

**DoIT-2024-041 - LISTSERV REPLACEMENT SOLUTION**  
**EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

forwarding. Additional emails are \$1K per 1M.							
<b>FEMA IPAWS Messaging (included)</b> - send wireless emergency alerts to warn the public of an impending natural or human-made disaster.  The Integrated Public Alert & Warning System (IPAWS) is FEMA's national system for local alerting.	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Local Phone Numbers (10 included) Send and receive texts and calls using a local phone number per agency/location. Includes e911 support. Additional numbers are \$250 per year (optional)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	\$26,000	\$26,000	\$26,000	\$26,000	\$26,000	\$26,000	\$26,000

*\*Optional Years*

**10.1.3. Optional Future Pricing Worksheet**

The State reserves the right to request the additional option of SMS\MMS texting features at any time throughout the duration of this contract via the Change Order process referred to in Exhibit B, Section 6.

	SFY 2025	SFY 2026	SFY 2027	SFY 2028	SFY 2029	SFY 2030*	SFY 2031*
<b>SMS/MMS Message Credits (250K credits included)</b> Send and receive text and multimedia messages in the US and CA. Outbound texts are 1 credit per 160-character segment. Inbound (replies) texts are 1 credit per message regardless of length. Any text with a media attachment incurs an additional credit. Additional credits are \$0.02 each. Credits do not expire and roll over with annual renewal. The number of credits can be adjusted as	\$5000	\$5000	\$5000	\$5000	\$5000	\$5000	\$5000

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY, ON BEHALF OF DEPARTMENT OF  
SAFETY**

**DoIT-2024-041 - LISTSERV REPLACEMENT SOLUTION  
EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

needed. We are recommending 250K credits per year based on estimated usage.							
<b>FEMA IPAWS Messaging (included)</b> - send wireless emergency alerts to warn the public of an impending natural or human-made disaster.  The Integrated Public Alert & Warning System (IPAWS) is FEMA's national system for local alerting.	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Local Phone Numbers (10 included) Send and receive texts and calls using a local phone number per agency/location. Includes e911 support. Additional numbers are \$250 per year (optional)	\$0	\$0	\$0	\$0	\$0	\$0	\$0

\* *Optional Years*

*Remainder of this page intentionally left blank*

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY, ON BEHALF OF DEPARTMENT OF**  
**SAFETY**  
**DoIT-2024-041 - LISTSERV REPLACEMENT SOLUTION**  
**EXHIBIT D – SOFTWARE LICENSE AGREEMENT**

---

**EXHIBIT D – SOFTWARE LICENSE AGREEMENT**

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

**1. LICENSE GRANT – SaaS (Software as a Service)**

The Contractor grants the State a nontransferable, royalty-free license ("License") to use the Software furnished to the State under this Agreement as SaaS ("Software as a Service"); software licensed on a subscription basis. The License granted herein shall authorize the State to:

- Access and utilize the Software hosted by a provider of cloud-based solutions hosting (such as Amazon Web Services Government Cloud). The Contractor shall pay all fees associated with this project from the platform host provider;
- Utilize the Software for its internal data processing purposes
- 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.

**1.2 LIMITATIONS**

While this agreement covers software programs and the installation thereof, it does not cover the State's Hardware engineering or troubleshooting of Hardware to connect to a provider of cloud-based solutions hosting unless such Hardware was supplied to the State by the Contractor. The Contractor has no responsibility for the operations of the State' network or related equipment.

Unless otherwise specified in this Agreement, these Services and Software (as defined below) are for the State's contracted use. The State may use the Services and/or Software solely for the State's internal purposes.

Unless otherwise permitted under this Agreement, the State may not modify, copy, distribute, transmit, display, perform, reproduce, publish, sublicense, create derivative works from, transfer or sell any Contractor's software.

**2. CONTRACT RECORDS & DECOMMISSION CLAUSE**

The State will own and have all rights, title and interest in all data, regardless of media used, including, but not limited to all personal information (including names and contract information), notations, electronic copy of documents and hard copy documents in the Contractor's possession even if such data or other materials was obtained by the Contractor on behalf of the State prior to the effective date of this Agreement (the "Data"). While this Agreement is in force, the State grants to the Contractor a limited, nonexclusive, royalty free license to process and access the Data

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY, ON BEHALF OF DEPARTMENT OF**  
**SAFETY**

**DoIT-2024-041 - LISTSERV REPLACEMENT SOLUTION**  
**EXHIBIT D – SOFTWARE LICENSE AGREEMENT**

---

solely for purposes of Contractor fulfilling its obligations to the State pursuant to this Agreement and for the State's utilization of the System. The Contractor and all of its personnel shall cooperate fully with the State and shall execute such further documentation as the State may request in order to establish, secure, maintain or protect the State's, or its assignee's, ownership in and to the Data and of all rights therein. Furthermore, the Contractor agrees that it shall never provide to any third party access to the Data unless the State consents in advance in writing (which consent may be withheld for any reason).

When in the performance of the contact services the Contractor utilizes passwords or codes for any purpose, at any time during or after the performance of such services, upon written request by the State, and restricted to data and systems used by the State related to this Agreement, the Contractor shall make available to the designated the State representative all such passwords and codes.

Upon Agreement expiration or termination, Contractor shall (at the State's request) provide a copy of the Data to the State in a format accessible by the State, and cooperate with the State to migrate the Data to another system, to minimize the State's access to and ability to utilize such Data.

Furthermore, the Contractor shall provide to the State, within thirty (30) days (or such longer period as the State may agree) after Agreement termination or expiration and migration of the data to another system as directed by the State, written confirmation all electronic instances of the State data, including, but not limited to production data, test data, backups, disaster recovery data, shall have been purged, permanently removed or destroyed in a manner consistent with the Contractor's company policy related to such data, 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 the Software's associated Documentation. The State shall have the right to copy the 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 reasonable number of copies 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:

- Remove or modify any program markings or any notice of the Contractor's proprietary rights;
- 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
- Cause or permit reverse engineering, disassembly or recompilation of the programs.

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY, ON BEHALF OF DEPARTMENT OF**  
**SAFETY**

**DoIT-2024-041 - LISTSERV REPLACEMENT SOLUTION**  
**EXHIBIT D – SOFTWARE LICENSE AGREEMENT**

---

**5. NON-INFRINGEMENT**

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

- Promptly notifies the Contractor in writing, not later than 30 days after the State receives actual written notice of such claim;
- Gives the Contractor control of the defense and any settlement negotiations; and
- Gives the 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 the Contractor believes or it is determined that any of the Contracted Resources may have violated someone else's intellectual property rights, the 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, the Contractor may end the License and require return of the applicable Contracted Resources and refund all fees the State has paid the Contractor under the Contract. The Contractor will not indemnify the State if the State alters the Contracted Resources without the Contractor's consent or uses it outside the scope of use identified in the Contractor's User Documentation or if the State uses a version of the Contracted Resources which has been superseded if the infringement claim could have been avoided by using an unaltered current version of the Contracted Resources which was provided to the State at no additional cost. The Contractor will not indemnify the State to the extent that an infringement claim is based upon any information design, Specification, instruction, Software, Data, or material not furnished by the Contractor. The Contractor will not indemnify the State to the extent that an infringement claim is based upon the combination of any Contracted Resources with any products or Services not provided by the Contractor without the Contractor's consent.

**6. 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.

**7. CUSTOM SOURCE CODE**

Should any custom source code be developed, the Contractor shall provide the State with a copy of the source code, which shall be subject to the License rights. The State shall receive a worldwide, perpetual, irrevocable, non-exclusive paid -up right and license to use, copy, modify and prepare derivative works of any custom developed software.

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY, ON BEHALF OF DEPARTMENT OF**  
**SAFETY**  
**DoIT-2024-041 - LISTSERV REPLACEMENT SOLUTION**  
**EXHIBIT D – SOFTWARE LICENSE AGREEMENT**

---

**8. SOFTWARE ESCROW**

Contractor agrees to provide to the State the currently existing source code and any other tools and requirements necessary to create executable or interpretive programs. This information may be provided to the State either directly, with any such protections as required by the Contractor or through a mutually agreed upon Escrow Agreement. Contractor shall be responsible for all costs associated with the Escrow Agreement and the State shall not assume any liability to the Company or Escrow Agent as a result of the Agreement. Contractor agrees that the State shall be entitled to utilize the source code in its possession and/or demand a release of the source code from the Escrow Agent upon the occurrence of any of the following events ("Release Events"):

- The Contractor has made an assignment for the benefit of creditors;
- The Contractor institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind;
- A receiver or similar officer has been appointed to take charge of all or part of the Contractor's assets;
- The Contractor terminates its maintenance, operations and support services for the State for the Software or has ceased supporting and maintaining the Software for the State whether due to its ceasing to conduct business generally or otherwise, except in cases where the termination or cessation is a result of the non-payment or other fault of the State;
- The Contractor defaults under the Contract; or
- The Contractor ceases its on-going business operations or that portion of its business operations relating to the licensing and maintenance of the Software.

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

**9. 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.

**10. 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.

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY, ON BEHALF OF DEPARTMENT OF**  
**SAFETY**  
**DoIT-2024-041 - LISTSERV REPLACEMENT SOLUTION**  
**EXHIBIT D – SOFTWARE LICENSE AGREEMENT**

---

**11. Software Non-Infringement**

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

**12. 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.

**13. Custom Software**

Should any custom source code be developed, Contractor shall provide the State with a copy of the source code, which shall be subject to the License rights. The State shall receive a worldwide, perpetual, irrevocable, non-exclusive paid –up right and license to use, copy, modify and prepare derivative works of any custom developed software.

*Remainder of this page intentionally left blank*

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY, ON BEHALF OF DEPARTMENT OF**  
**SAFETY**  
**DoIT-2024-041 - LISTSERV REPLACEMENT SOLUTION**  
**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:

<b>Table E-1.</b>			
<b>DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE</b>			
<b>LEVEL</b>	<b>CONTRACTOR POINT OF CONTACT</b>	<b>STATE POINT OF CONTACT</b>	<b>CUMULATIVE ALLOTTED TIME</b>
Primary	Nadine Jubara (Training & Onboarding Manager)	Becky Peoples	5 Days
First	Kristin Salisbury (Design Director)	Becky Peoples	10 Days
Second	Robert Reardon (Business Development Director)	Ron Reed	10 Days
Third	Ibrahim Aissam (CEO of eCourtDate)	Denis Goulet	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.

**2. ACCESS AND COOPERATION**

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

**3. RECORD RETENTION**

Contractor and its Subcontractors shall maintain all Project records including but not limited to books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Contractor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY, ON BEHALF OF DEPARTMENT OF**  
**SAFETY**

**DoIT-2024-041 - LISTSERV REPLACEMENT SOLUTION**  
**EXHIBIT E – ADMINISTRATIVE SERVICES**

---

litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

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

**4. ACCOUNTING**

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

**5. AUDIT**

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

**6. MISCELLANEOUS WORK REQUIREMENTS**

**6.1 Access to State Systems**

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

**6.1.1 Computer Use**

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"), the Contractor understands and agrees to the following rules:

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

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY, ON BEHALF OF DEPARTMENT OF**  
**SAFETY**

**DoIT-2024-041 - LISTSERV REPLACEMENT SOLUTION**  
**EXHIBIT E – ADMINISTRATIVE SERVICES**

---

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.

- At no time shall the Contractor access or attempt to access any information in a manner inconsistent with the approved policies, procedures and/or agreements related to system entry/access.
- Personal software (including but not limited to sync software) shall not be installed on any equipment.

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.

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

**6.1.2 Email Use**

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

**6.1.3 Internet/Intranet Use**

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

**6.2 State Website Copyright**

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

**6.3 Workspace Requirement**

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

**6.4 Workplace Hours**

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

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY, ON BEHALF OF DEPARTMENT OF**  
**SAFETY**  
**DoIT-2024-041 - LISTSERV REPLACEMENT SOLUTION**  
**EXHIBIT F – TERMS AND DEFINITIONS**

**EXHIBIT F – TERMS AND DEFINITIONS**

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

TERM	DEFINITION
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Confidential Information	<p>Information required to be kept Confidential and restricted from unauthorized disclosure under the Contract. “Confidential Information” or “Confidential Data” means all private/restricted confidential information disclosed by one party to the other.</p> <p>Confidential Information includes any and all information owned or managed by the State of NH of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.</p>
Data	State records, files, forms, electronic information and other documents or information, in either electronic or paper form, that will be used /converted by the Contractor during the contract term.
Data Breach	Data Breach means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access 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.
Deficiency (-ies)/Defects	A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY, ON BEHALF OF DEPARTMENT OF**  
**SAFETY**  
**DoIT-2024-041 - LISTSERV REPLACEMENT SOLUTION**  
**EXHIBIT F – TERMS AND DEFINITIONS**

Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, code or other), provided by the Contractor to the State or under the terms of a Contract requirement.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Enhancements	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.
Hosted Services	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.
Hosted System	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosted Services.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
Implementation	The process for making the System fully Operational for processing the Data.
Non-Public Information	Information, other than Personal Information, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
Operational	Operational means that the System is ready for use and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued Acceptance.
Personal Information	“Personal Information” (or “PI”) or “Personally Identifiable Information” (PII) means information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY, ON BEHALF OF DEPARTMENT OF**  
**SAFETY**

**DoIT-2024-041 - LISTSERV REPLACEMENT SOLUTION**  
**EXHIBIT F – TERMS AND DEFINITIONS**

Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Proposal	A written plan put forth by a Vendor for consideration in response to a solicitation by the State.
Security Incident	“Security Incident” shall have the same meaning “Computer Security Incident” in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
Services	The work or labor to be performed by the Contractor on the Project as described in a contract.
Software	All Custom, SAAS and COTS computer programs and applications provided by the Contractor under the Contract.
Software Deliverables	All Custom, SAAS and COTS Software and Enhancements.
Software License	Licenses provided to the State under this Contract.
Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor’s applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage or even individual application capabilities, with the possible exception, of limited user-specific application configuration settings.
Specifications	Written details that set forth the requirements which include, without limitation, the RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY, ON BEHALF OF DEPARTMENT OF**  
**SAFETY**

**DoIT-2024-041 - LISTSERV REPLACEMENT SOLUTION**  
**EXHIBIT F – TERMS AND DEFINITIONS**

State Data	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State’s hardware, the Contractor’s hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Contractor which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor.
System	All Software, specified hardware, interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Term	Period of the Contract from the Effective Date through the Completion Date identified in the P-37 General Provisions or termination.
Verification	Supports the confirmation of authority to enter a computer system application or network.
Warranty	The conditions under, and period during, which the Contractor will repair, replace, or other compensate for, the defective item without cost to the buyer or user. It also delineates the rights and obligations of both parties in case of a claim or dispute.
Warranty Period	A period of coverage during which the Contractor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Work Plan	Documentation that details the activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix B: <i>Business/Technical Requirements and Deliverables</i> . The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY, ON BEHALF OF DEPARTMENT OF  
SAFETY**

**DoIT-2024-041 - LISTSERV REPLACEMENT SOLUTION  
EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES**

---

**EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES**

**1. ATTACHMENTS**

- a. Attachment 1 – Vendor Response to Business and Technical Requirements Workbook
- b. Attachment 2 - Agency Compliance Documents

**2. CONTRACTOR CERTIFICATES**

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

*Remainder of this page intentionally left blank*

# 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 ECOURTDATE, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on December 04, 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: 978521

Certificate Number: 0006828951



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2nd day of January A.D. 2025.

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

David M. Scanlan  
Secretary of State

## Certificate of Authority

I, Robert Reardon, hereby certify that I am duly elected Clerk/Secretary/Officer of  
*(Name)*

eCourtDate, Inc.. I hereby certify the following is a true copy of a vote taken at a  
*(Name of Corporation)*

meeting of the Board of Directors/shareholders, duly called and held on January, 7, 2025,

at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That Ibrahim Aissam CEO (may list more than one person) is  
*(Name and Title of Person(s) Authorized to Sign the contract/amendment)*

duly authorized to enter into contracts or agreements on behalf of  
eCourtDate, Inc. with the State of New Hampshire and any of  
*(Name of Corporation)*

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:** 01-07-2025

**ATTEST:** Robert Reardon  
Director of Business Development  
*(Name & Title)*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/04/2024

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).

<b>PRODUCER</b> Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Hiscox Insurance Company Inc	<b>NAIC #</b> 10200
<b>INSURED</b> eCourtDate, Inc. 1440 G Street Northwest Washington, DC 20005	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	P100.644.919.6	10/10/2024	10/10/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg. \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			P100.644.919.6	10/10/2024	10/10/2025	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ CGL HNOA Limit (per occurrence) \$ 1,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	Y		P100.643.993.6	10/10/2024	10/10/2025	Each Claim: \$ 1,000,000 Aggregate: \$ 1,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

State of New Hampshire  
 33 HAZEN DR  
 CONCORD, NH 03305

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

© 1988-2015 ACORD CORPORATION. All rights reserved.



# CERTIFICATE OF LIABILITY INSURANCE

EMBROKER

DATE (MM/DD/YYYY)  
12/04/2024

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).

<b>PRODUCER</b> Embroker Insurance Services LLC 5214F Diamond Heights Blvd. #Unit #1261 San Francisco, CA, 94131	<b>CONTACT NAME:</b> Julie Noonan	
	<b>PHONE (A/C, No., Ext):</b> (844) 436-2765 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> certificates@embroker.com	
<b>INSURED</b> eCourtDate, Inc. 382 NE 191st St 61350 Miami, FL, 33179	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A :</b> ARCH SPECIALTY INS CO	21199
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 93e92692-b285-11ef-adf9-9f208edc3151      **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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A					PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Cyber Liability			C4LUU174532CYBER2024	10/21/2024	10/21/2025	Aggregate 7,000,000

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

<b>CERTIFICATE HOLDER</b> State of New Hampshire 33 Hazen Drive Concord, NH, 03301	<b>CANCELLATION</b> 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 
---	---

