38

STATE OF NEW HAMPSHIRE

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

Denis Goulet
Commissioner

March 10, 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 to enter into a **Sole Source** contract amendment with The Atom Group, LLC, of Portsmouth, NH (VC #313392) by increasing the price limitation by $250,000.00 from $448,936.40 to $698,936.40 and by extending the completion date from December 31, 2026 to December 31, 2028, for the purpose of providing additional hours of cybersecurity negations and assessments for the State of New Hampshire, effective upon Governor and Council approval. The Governor and Executive Council approved the original contract agreement on October 4, 2022, Item #15 and amended on September 20, 2023, Item #65. Source of Funds: 100% Capital Funds.

Funds are available in the following account for State Fiscal Year 2025:

CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCOUNTING UNIT #- DEPT NAME- AGENCY NAME -ACCOUNTING UNIT NAME_CLASS-OBJECT - DESC	**SFY 25**
01-03-03-030030-32300000-Department of Information Technology-L23:1VIII1-Cybrscrty Enhncmnt-034-500099-Capital Projects	$250,000.00

EXPLANATION

This request is **sole source** because MOP 150 requires all amendments to agreements previously approved as sole source to be identified as sole source. This amendment renews 200 hours of cyber negotiations on retainer for one year and increases the hours of cybersecurity testing and remediation available for the next three years. This contract amendment continues the State's Cyber Self-Insurance Program and has significant pricing advantages for the state as the rates for the services to the public sector have already been negotiated and significantly discounted. The discounted rates from a trusted partner are available because this contract leverages an existing Public-Private partnership formed by the New Hampshire Public Risk Management Exchange's (PRIMEX) Risk Managers with The ATOM GROUP LLC.

When PRIMEX evaluated potential service providers for their municipal members, they looked closely at multiple firms and chose to form the partnership with Atom Group informed by the following:

1. ATOM is a New Hampshire company who has long standing pre-negotiated rates (which have not increased) with the PRIMEX membership, Cities and School districts that are not PRIMEX members, the NH General Court, and the NH Executive Branch.

2. Further vetting of ATOM Group was done by PRIMEX's reinsurer, Beazley, prior to ATOM's latest renewal as the Cyber First Responder for the PRIMEX membership. Both PRIMEX and Beazley conducted a review of employee backgrounds, relevant certifications, and clearances to ensure a sustainable partnership could be maintained.
3. Beazley also reviewed ATOM's capabilities and capacity as a forensic first response provider to include their billing rates, and ultimately approved them for use in New Hampshire by PRIMEX on behalf of more than 550 Municipal entities across the state.

The State realizes significant savings by leveraging this public-service focused vetting, including vetting from a respected third-party such as Beazley to avoid the costs associated with a new vetting process and retain the trust relationship to some of our most critical systems and sensitive data.

The Department of Information Technology respectfully requests approval of this contract amendment.

Respectfully Submitted,

Kenneth R. Dean on behalf of

Denis Goulet
Commissioner, Department of Information Technology

DG/jd
DoIT #2023-032B
RID: 93111

cc: Ken Weeks, DoIT Chief Information Security Officer

Docusign Envelope ID: 15838CA1-A90B-4371-901E-FF408954FA0C

STATE OF NEW HAMPSHIRE

Department of Information Technology

DoIT # 2023-32 Retainer for Cyber Negotiations and Cybersecurity Assessment Services

CONTRACT AMENDMENT 2

STATE OF NEW HAMPSHIRE
Department of Information Technology
DoIT # 2023-032 Retainer for Cyber Negotiations and Cybersecurity Assessment Services

CONTRACT AMENDMENT 2

This CONTRACT AMENDMENT 2 is entered into as of the date of the last signature below by and between the STATE OF NEW HAMPSHIRE, acting through its Department of Information Technology ("State") and THE ATOM GROUP, LLC, a New Hampshire limited liability company with a principal place of business located at 46 Donovan Street, Concord, New Hampshire 03301 ("Contractor"). State and Contractor are some sometimes referred to herein singularly as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a sole source contract on October 4, 2022, Item #15, (the "Agreement"), and amended on September 20, 2023, Item #65, wherein the Contractor agreed to supply certain services to the state upon the terms and conditions set forth therein;

WHEREAS, pursuant to Section 17 of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the Parties thereto and approved by the Governor and Executive Council; and

WHEREAS, the Contractor and the State have agreed to amend the Agreement in certain respects as further specified herein;

NOW, THEREFORE, for good and valuable consideration exchanged, the receipt and sufficiency of which are hereby conclusively acknowledged, the Parties does agree to amend the Agreement as follows:

1. Amend Section 1.8 of the State of New Hampshire P-37 General Provisions by increasing the Price Limitation by $250,000.00 from $448,936.40 to $698,936.40.

2. Amend Section 1.7 of the State of New Hampshire P-37 General Provisions by extending the contract completion date from December 31, 2026 to December 31, 2028.

3. Except as provided herein, all provisions of the Agreement, as amended, shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

TABLE 1: CONTRACT HISTORY

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	COMPLETION DATE	CONTRACT AMOUNT
DoIT # 2023-032	Original Contract	October 4, 2022, Item #15	December 31, 2026	$210,000
DOIT #2023-032 Amendment 1	1st Amendment	September 20, 2023, Item # 65	December 31, 2026	$238,936.40
DOIT #2023-032 Amendment 2	2nd Amendment	TBD	December 31, 2028	$250,000
			CONTRACT TOTAL	$698,936.40

IN WITNESS WHEREOF, the Parties have hereunto set their hands as of the day and year first above written.

CONTRACTOR

DocuSigned by:
[signature]
EVCCC0F7BE1F...

Date: 3/4/2025

Jason Sgro
The Atom Group, LLC

STATE OF NEW HAMPSHIRE

[signature]

Date: March 6, 2025

Denis Goulet, Commissioner
State of New Hampshire
Department of Information Technology

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

Approved by the Attorney General

Jessica A King

Date: March 15, 2025

State of New Hampshire, Department of Justice

I hereby certify that the foregoing amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

Office of the Secretary of State

_____ Date: _____

State of New Hampshire, Department of Administration

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 THE ATOM GROUP LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on April 12, 2007. 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: **576086**

Certificate Number: **0007073084**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 28th day of February A.D. 2025.

David M. Scanlan

Secretary of State

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Granite State Insurance & Risk Mgt LLC
90 Beverly Drive
Hampstead, NH 03841

CONTACT NAME: Michael Ware
PHONE (A/C, No, Ext): 603 580 4706 FAX (A/C, No): 603 369 4495
E-MAIL ADDRESS: michael@granitestateinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: The Hartford Insurance Company	19682
INSURER B: Beazely Excess and Suplus Insurance, Inc.	17520
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

The Atom Group LLC
1000 Market Street Building 2, Suite 300, Third Floor
Portsmouth, NH 03801

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [X] OTHER: Professional Liability (B)			04SBAAE5998	09/22/2024	09/22/2025	EACH OCCURRENCE	$ 1000000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500000
							MED EXP (Any one person)	$ 5000
							PERSONAL & ADV INJURY	$ 1000000
							GENERAL AGGREGATE	$ 2000000
							PRODUCTS - COMP/OP AGG	$ 2000000
							Occurrance/Aggregate	$ 1000000/2000000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			04SBAAE5998	09/22/2024	09/22/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1000000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			04SBAAE5998	09/22/2024	09/22/2025	EACH OCCURRENCE	$ 3000000
							AGGREGATE	$ 3000000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		04WECIV5013	01/26/2025	01/26/2026	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1000000
							E.L. DISEASE - EA EMPLOYEE	$ 1000000
							E.L. DISEASE - POLICY LIMIT	$ 1000000

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

CERTIFICATE HOLDER

New Hampshire Dept. of Information Technology
27 Hazen Drive
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Michael Ware

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LLC Certification of Authority

I, LAURA MUNYON, ESQ, counsel for THE ATOM GROUP, LLC, hereby certify that JASON JOSEPH SGRO is a Senior Partner of THE ATOM GROUP, LLC, a limited liability partnership under RSA 304-B.

****

I certify that JASON JOSEPH SGRO is authorized to bind the partnership or LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization **shall remain valid for ninety (90) days** from the date of this Corporate Resolution.

DATED: FEBRUARY 28, 2025 **ATTEST:** Laura Munyon

65 mlc

STATE OF NEW HAMPSHIRE

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

Denis Goulet
Commissioner

August 15, 2023

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

REQUESTED ACTION

Authorize the Department of Information Technology to enter into a **Sole Source** contract amendment with The Atom Group, LLC, of Portsmouth, NH (VC #313392) by increasing the price limitation by $238,936.40 from $210,000 to $448,936.40 for the purpose of providing additional hours of cybersecurity negations and assessments for the State of New Hampshire, effective upon Governor and Council approval through the original completion date of December 31, 2026. The Governor and Executive Council approved the original contract agreement on October 4, 2022, Item #15. Source of Funds: 100% Federal Grant.

Funds are available in the following account for State Fiscal Year 2024.

CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCOUNTING UNIT #- DEPT NAME- AGENCY NAME - ACCOUNTING UNIT NAME_CLASS- OBJECT - DESC	Activity Code	SFY 24
01-03-03-030010-26410000-Department of Information Technology-ARP Cyber Protection Program-046-500465-IT Consultants	00FRF602GS0302A	$238,936.40

EXPLANATION

This request is sole source because MOP 150 requires all amendments to agreements previously approved as sole source to be identified as sole source. This amendment renews 200 hours of cyber negotiations on retainer for one year and increases the hours of cybersecurity testing and remediation available for the next three years. This contract amendment accelerates the State's implementation of Cyber Self-Insurance and has significant pricing advantages for the state as the rates for the services to the public sector have already been negotiated and significantly discounted. The discounted rates from a trusted partner are available only because this contract leverages an existing Public-Private partnership formed by the New Hampshire Public Risk Management Exchange's (PRIMEX) Risk Managers with The Atom Group, LLC.

The State's Cyber Self-Insurance framework benefits all Agencies across the Executive Branch. By leveraging and strengthening the Public-Private Partnership used by more than 550 Lower Political

Subdivisions, working relationships and knowledge sharing between the State and Municipalities will improve. With continuous cybersecurity assessments, the State will reduce overall risk and by increasing situational awareness of Cyber Security weaknesses that can be remediated or mitigated before an incident occurs.

The Department of Information Technology respectfully requests approval of this contract amendment.

Respectfully Submitted,

Denis Goulet
Commissioner

DG/jd
DoIT #2023-032A
RID: 80267 (71820)

cc: Ken Weeks, DoIT Director

DocuSign Envelope ID: 1D3F7069-2534-4B21-9ADE-10762FEC9260

STATE OF NEW HAMPSHIRE

Department of Information Technology

DoIT # 2023-32 Retainer for Cyber Negotiations and Cybersecurity Assessment Services

CONTRACT AMENDMENT 1

STATE OF NEW HAMPSHIRE
Department of Information Technology
DoIT # 2023-032 Retainer for Cyber Negotiations and Cybersecurity Assessment Services

CONTRACT AMENDMENT 1

This CONTRACT AMENDMENT 1 is entered into as of the date of the last signature below by and between the STATE OF NEW HAMPSHIRE, acting through its Department of Information Technology ("State"), and THE ATOM GROUP, LLC, a New Hampshire limited liability company with a principal place of business located at 33 Jewell Court, Portsmouth, New Hampshire 03801 ("Contractor"). State and Contractor are some sometimes referred to herein singularly as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a sole source contract on October 4, 2022, Item #15, (the "Agreement"), the State agreed to pay Contractor in exchange for Contractor's services as further specified in said Agreement;

WHEREAS, the Parties intended that the Price Limitation of $210,000.00 set forth at Section 1.8 of the Agreement was to be paid to Contractor in advance as a retainer for the services that Contractor was to furnish during the then current State Fiscal Year of 2023;

WHEREAS, the Parties further intended that said Price Limitation was to apply only to the then current State Fiscal Year of 2023, and that the State would replenish said retainer as needed for each successive State Fiscal Year throughout the Term of the Agreement;

WHEREAS, the terms and conditions of the Agreement were not consistent with the Parties intent as specified above;

WHEREAS, pursuant to Section 17 of the Agreement, the Parties wish to amend the Agreement to make it consistent with their intent as specified above, and to further increase the Price Limitation by an additional $238.936.40 to be deposited with Contractor in advance as a retainer for Contractor's services to be furnished during the now current State Fiscal Year of 2024;

NOW, THEREFORE, for good and valuable consideration exchanged, the receipt and sufficiency of which are hereby conclusively acknowledged, the Parties hereby agree to amend the Agreement as follows:

1. The current Price Limitation of $210,000.00 as set forth at Section 1.8 of the State of New Hampshire P-37 General Provisions shall be deleted in its entirety and replaced with $448,936.40 as the new Price Limitation, representing a total increase of $238.936.40.

2. The Price Limitation set forth at Section 1.8 is further amended to provide as follows:

1.8 Price Limitation

$448,936.40

The State will provide Contractor with $238.936.40 of the Price Limitation immediately specified above in advance as a retainer for Contractor's services to be furnished during State Fiscal Year of 2024. Any request for additional retainer shall be Subject to the terms and conditions of Section I of Amended Exhibit C to this Agreement.

3. Exhibit B of the Agreement shall be deleted in its entirety and replaced with the new Exhibit B in the form attached hereto and incorporated herein by reference as the Amended Exhibit B.

4. Exhibit C of the Agreement shall be deleted in its entirety and replaced with the new Exhibit C in the form attached hereto and incorporated herein by reference as the Amended Exhibit C.

5. Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have hereunto set their hands as of the day and year first above written.

CONTRACTOR

DocuSigned by:

Date: 9/6/2023

Jason Sgro
The Atom Group, LLC

STATE OF NEW HAMPSHIRE

Date: September 7, 2023

Denis Goulet, Commissioner
State of New Hampshire
Department of Information Technology

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

Approved by the Attorney General

Duncan A. Edgar

Date: September 7, 2023

Duncan A. Edgar, Esq.
State of New Hampshire, Department of Justice

I hereby certify that the foregoing amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

Office of the Secretary of State

Date: _____

State of New Hampshire, Department of Administration

TABLE 1: CONTRACT HISTORY

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	COMPLETION DATE	CONTRACT AMOUNT
DoIT # 2023-032	Original Contract	October 4, 2022, Item #15	December 31, 2026	$210,000
DOIT #2023-032 Amendment 1	1st Amendment	TBD	December 31, 2026	$238,936.40
			CONTRACT TOTAL	$448,936.40

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
2023-032- RETAINER FOR CYBER NEGOTIATIONS AND CYBERSECURITY ASSESSMENT SERVICES
AMENDED EXHIBIT B – SCOPE OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

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

1. Cyber Negotiation Services. The Contractor shall provide two hundred (200) hours of the services described in Section 1 (collectively, the "Cyber Negotiation Services") for each State Fiscal Year during the Term. Such Cyber Negotiation Services shall include the following:

1.1. Advanced Threat Actor Negotiations. Contractor shall provide advanced threat actor negotiations in up to six of the languages set forth below in house at the Contractor's office and two other languages via pre-defined translation services:

1.1.1. English (Native/Fluent);

1.1.2. Spanish (Native/Fluent);

1.1.3. French (Native/Fluent);

1.1.4. Hungarian (Native/Fluent);

1.1.5. Slovak (Native/Fluent);

1.1.6. Cantonese (Native/Fluent);

1.1.7. Russian (translation); and

1.1.8. Mandarin (translation).

1.2. Office for Foreign Asset Control Validation Process: Office for Foreign Asset Control requires validation of attribution of any payment being made to a foreign entity for ransom. In the event of a ransom payment request, the Contractor will perform the following:

1.2.1. Validate with internal counsel that the payment would not be made to any person(s) appearing on the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons List (SDN List) or countries subject to comprehensive sanctions programs administered by OFAC, including Crimea, Cuba, Iran, North Korea, and Syria.

1.2.2. Validate with internal counsel that the payment will not be made to further a terrorist organization or enterprise, *e.g.*, no clear evidence of links to proscribed groups (*i.e.*, "Foreign Terrorist Organizations" under Section 219 of the Immigration and Nationality Act, 8 U.S.C. Section 1189).

1.2.3. Perform an engineering review of the blockchain with specific analysis of the attacker's bitcoin address; review prior transactional history; review all transaction hashes in the wallet to identify other ransoms paid to this attacker and whether the attacker is targeting a specific sector or geographical area.

Contractor Initials: JS
Date 9/6/2023

1.2.4. Cross reference all discovered attributes against any proprietary database of attackers used in prior attacks or linked to known criminal groups in Dark Web Marketplaces, Forums, or Scrapes.

1.2.5. Perform an engineering review of the attack vector for known patterns, attribution, or links to countries or advanced persistent threat groups (APT).

1.2.6. Determine (by reverse engineering, signature analysis, and Internet research) whether the malware variant is linked to known attackers or groups or contains code that could indicate an attacker's geographical location or native language.

1.2.7. Review language, translations, English proficiency, Time zone, IP addresses, and geolocation indicators to try to determine geographical location and/or whether an attacker is deliberately masking their identity or pretending to come from a different location, Language, or country.

1.2.8. Complete liaising on "no-names" basis with law enforcement to determine if similar attacks/ransom demands have been linked to terrorist/proscribed groups.

1.3. Gemini Digital Currency Transactions.

1.3.1 With approval from the State CISO or CIO, ATOM will process requested digital currency transfer in a normal negotiation where ATOM will accept wire transfer of funds from the State of New Hampshire Department of Information Technology and process those funds through Gemini for transfer to a threat actor as directed by the State of New Hampshire Department of Information Technology. ATOM will accept responsibility for transferring funds up to $2,500,000.00 USD.

1.3.2. In an emergency context, such as when a deal can be made with a threat actor for a lower price if funds can be transferred quickly, or if negotiations require swift payment to successfully complete, Contractor will make emergency transfers up to $50,000.00 USD within 12 hours, or up to $100,000.00 USD in 24 hours. Emergency funds may be requested to pay a partial or full payment of ransom request pending the successful completion of OFAC Due Diligence. The State of New Hampshire Department of Information Technology may only request one emergency payment at a time and may not request a second emergency request unless the previous funding is fully reimbursed.

1.4. In the event that Contractor shall provide less than two hundred (200) hours of Cyber Negotiation Services for the then current State Fiscal Year, the remaining hours may be used for onsite and remote emergency remediation services, which include incident command, law enforcement coordination, engineering quarantine, isolation, sandbox testing, forensic collection, threat actor attribution, attack vector identification, and inoculation of the environment. All onsite and remote services and capabilities will be at the disposal of the State of New Hampshire

Contractor Initials: DS JS
Date 9/6/2023

Department of Information Technology. Additionally, unused hours may be added to the Technical Auditing Services described below.

2. Technical Auditing Services. The Contractor shall also provide one hundred (100) hours of technical auditing service as described in this Section 2 (collectively, the "Technical Auditing Services") for each State Fiscal Year during the Term, in an on-demand capacity and as coordinated with the State Chief Information Security Officer. Contractor shall provide technical auditing services in four parts:

2.1 Engineering Testing. Contractor shall use vulnerability assessments and penetration testing techniques. Technical auditing occurs at all levels of the infrastructure, from perimeter, to application, to network (all layers), design, architecture, and use of cryptography. Technical auditing is often aided by tools for vulnerability analysis, penetration testing, and static scanning (Veracode).

2.2 Compliance Auditing. Contractor shall perform compliance auditing by performing compliance gap analysis for cybersecurity and regulatory frameworks such as The Center for Internet Security Version 8, The General Data Protection Regulation (GDPR/GDPR EU), HIPAA, HITRUST, ISO 27001, FERPA, COPPA, PIPEDA, and numerous state and federal regulations to name a few.

2.3 Privacy Auditing. Contractor shall perform privacy audits for governance, collection, and processing of personal information.

2.4 Remediations. Contractor shall work with DoIT to guide remediation activity, perform the remediation for you at your request, or align you with subject matter experts that will be well versed in taking care of a specific issue.

3. Activity, Deliverables, and Milestones. The hours used for Technical Auditing Services will be agreed upon in writing between the Contractor and the State Chief Information Security Officer before work commences and the deliverables are subject to the provisions below.

4. Deliverable Review and Acceptance.

4.1 Non-Software and Written Deliverables Review and Acceptance. The Contractor shall provide a written Certification that a non-software, written deliverable (such as the Test Plan) is final, complete, and ready for Review. After receiving such Certification from the Contractor, the State will Review the Deliverable to determine whether it meets the requirements outlined in this Exhibit. The State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable, or its partial or conditional Acceptance of the Deliverable, within five (5) business days of the State's receipt of the Contractor's written Certification; provided that if the State determines that the State needs more than five (5) days, then the State shall be entitled to an extension of up to an additional ten (10) business days. If the State rejects the Deliverable or any portion of the Deliverable, or if any Acceptance by the State is conditioned upon completion of any related matter, then the State shall notify the Contractor of the nature and class of the Deficiency, or the terms of the conditional Acceptance, and the Contractor shall correct the Deficiency or

resolve the condition to Acceptance within the period identified in the Work Plan. If no period for the Contractor's correction of the Deliverable or resolution of condition is identified, the Contractor shall correct the Deficiency in the Deliverable or resolve the condition within five (5) business days or such longer period as the State (in its sole discretion) may agree. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify the Contractor of its Acceptance, Acceptance in part, conditional Acceptance, or rejection thereof, with the option to extend the Review Period up to five (5) additional business days, or mutually agreed upon timeframe. If the Contractor fails to correct the Deficiency within the allotted period, the State may, at its option, continue reviewing the Deliverable and require the Contractor to continue until the Deficiency is corrected, or immediately terminate the Contract, declare the Contractor in default, and or pursue its remedies at law and in equity.

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

4.3 Number of Deliverables. Unless the State otherwise specifically agrees in writing, in no event shall the Contractor certify for testing and deliver to the State more than three (3) Deliverables for review or testing at one time. As the State accepts a Deliverable, an additional Deliverable may be presented for review but at no time can the Deliverables exceed three (3) at a time without the authorization of the State.

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

5. Change Orders.

5.1. The State may make changes, revisions, or request enhancements to the Statement 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.

5.2. 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.

5.3. 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.

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

6. Implementation of Services.

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

6.2. 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.

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

7. Project Management.

7.1. 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.

7.2. 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.

7.3. 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.

7.4. 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.

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

8. The Contractor's Key Project Staff.

8.1. 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:

JASON SGRO, SENIOR PARTNER, THE ATOM GROUP, LLC
(603) 531-0003
JASON@THEATOMGROUP.COM

8.2. 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:

JASON SGRO, SENIOR PARTNER, THE ATOM GROUP, LLC
(603) 531-0003
JASON@THEATOMGROUP.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) hours 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.

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

8.4. The Contractors Additional Key Project Staff. The Atom Group may assign additional Key Project Staff. Notwithstanding the foregoing, The State reserves the right to require

Contractor Initials: JS
Date: 9/6/2023

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.

8.5. 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.

9. The State Key Project Staff.

9.1. The State's 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:

DENIS GOULET, CIO
(603) 223-5703
DENIS.C.GOULET@DOIT.NH.GOV

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

KENNETH L. WEEKS III
(603) 931-9234
KENNETH.L.WEEKSIII@DOIT.NH.GOV

The State Project Manager's duties shall include the following: (a) Leading the Project; (b) Engaging and managing all Contractors working on the Project; (c) Managing significant issues and risks; (d) Reviewing and accepting Contract Deliverables; (e) Invoice sign-offs; (f) Review and approval of Change Orders; and (g) Managing stakeholders' concerns.

10. Work Plan. If hours under this contract are used for services other than Cyber Negotiation Services or Technical Auditing Services, a workplan will be developed and agreed upon by the CISO and Contractor in advance.

11. Data Protection. Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the following conditions:

Contractor Initials: JS
Date: 9/6/2023

11.1. 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.

11.2. 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.

11.3. Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.

11.4. At no time shall any data or processes that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.

11.5. The Contractor shall not use any information collected in connection with the service issued from this Contract for any purpose other than fulfilling the service.

12. Data Location. The Contractor shall provide its than Cyber Negotiation Services and Technical Auditing 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.

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

13.1. 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.

13.2. 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.

Contractor Initials: DS JS
Date: 9/6/2023

13.3. 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) promptly notify the appropriate State identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.
13.3. Breach Responsibilities. This Section 13 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.

13.4 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.

13.5 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:

13.5.1 cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach;

13.5.2 promptly implement necessary remedial measures, if necessary; and

13.5.3 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.

13.6. 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:

13.6.1 the investigation and resolution of the Data Breach;

13.6.2 notifications to individuals, regulators or others required by State law;

13.6.3 a credit monitoring service required by State (or federal) law;

13.6.4 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

13.6.5 complete all corrective actions as reasonably determined by the Contractor based on root cause; all [Section 13.6.1 through Section 13.6.4] subject to this Contract's limitation of liability.

Remainder of this page intentionally left blank

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
2023-032- RETAINER FOR CYBER NEGOTIATIONS AND CYBERSECURITY ASSESSMENT SERVICES
AMENDED EXHIBIT B – SCOPE OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

EXHIBIT C – PRICE AND PAYMENT SCHEDULE

1. Retainer.

1.1. The State agrees to pay Contractor a refundable retainer in the amount of Two Hundred Thirty-Eight Thousand Nine Hundred Thirty-Six and 40/100 Dollars ($238,936.40), which will be deemed an advance for all fees and costs to be incurred by Contractor during the State Fiscal Year of 2024 in providing the Cyber Negotiation Services and Technical Auditing Services in accordance with the terms and conditions of this Contract. This initial retainer, as well as any future amounts requested by Contractor as an additional retainer, will be held in a separate deposit account (the "Trust Account") maintained by Contractor. Contractor agrees that any funds provided by the State as a retainer shall not be comingled with any other funds. The State authorizes the Contractor to Counsel to withdraw any amounts held in the Trust Account to pay the fees and other charges, as described below, as they become due.

1.2. The sums paid to Contractor as the initial retainer have been appropriated only to pay for the costs of the Cyber Negotiation Services and Technical Auditing Services provided by Contractor during the State Fiscal Year of 2024. For each subsequent State Fiscal Year during the Contract Term, Contractor may request an additional retainer for each subsequent State Fiscal Year.

1.3. In the event that any sums held as retainer are depleted prior to the end of the State Fiscal Year for which the sums have been appropriated, the Contractor shall immediately notify the State and cease all services. Contractor may request the State for additional retainer to cover the cost of any services to be rendered for the remainder of the then current State Fiscal Year.

1.4. Contractor acknowledges and agrees that any requests for additional retainer shall be subject to the approval of the Governor and Executive Council of the State of New Hampshire.

2. Contractor's Fees. The State shall pay Contractor by the hour at the rates set forth below for all time spent in providing the Cyber Negotiation Services and Technical Auditing Services hereunder. Contractor's hourly rates are as follows:

For services rendered between 8:00 AM – 6:00 PM ET	$175.00 per hour; and
For services rendered between 6:01 PM – 7:59 AM ET	$220.00 per hour.

3. Travel Expenses. The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Cyber Negotiation Services and Technical Auditing 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.

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

5. Invoicing.

5.1. The fees specified above at Section 2 will be invoiced by the Contractor to the State periodically on a monthly basis. Each invoice will be due and payable within thirty (30) calendar days following the date that appears at the top of the first page of the invoice. Each invoice will include a brief description of the services performed, the date that such services were performed, the initials of the Contractor's personnel who performed the services, as well as the amount, rate, and basis for the fee calculation.

5.2. The State reserves the right to contest any invoice submitted by contractor, regardless of whether the State paid the invoice so contested.

6. Invoice Address. Invoices may be sent to:

DEPARTMENT OF INFORMATION TECHNOLOGY
ACCOUNTS RECEIVABLE
27 HAZEN DRIVE
CONCORD, NH 03310

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.

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 THE ATOM GROUP LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on April 12, 2007. 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: 576086

Certificate Number: 0006291759

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 4th day of August A.D. 2023.

David M. Scanlan

Secretary of State

LLC Certification of Authority

I, LAURA MUNYON, ESQ, counsel for THE ATOM GROUP, LLC hereby certify that JASON JOSEPH SGRO is a Senior Partner of THE ATOM GROUP, LLC, a limited liability partnership under RSA 304-B.

****

I certify that JASON JOSEPH SGRO is authorized to bind the partnership or LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization **shall remain valid for ninety (90) days** from the date of this Corporate Resolution.

DATED: AUG 4, 2023 **ATTEST:**

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/04/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Granite State Insurance & Risk Mgt LLC

1 Park Ave 2-1

Hampton NH 03842

CONTACT NAME: Michael Ware

PHONE (A/C, No, Ext): 603 580 4706 FAX (A/C, No): 603 369 4495

E-MAIL ADDRESS: michael@granitestateinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: The Hartford	19682
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

The Atom Group, LLC

33 Jewell Court

Portsmouth NH 03801

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			04SBAAE5998	09/22/2022	09/22/2023	EACH OCCURRENCE	$ 1000000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500000
							MED EXP (Any one person)	$ 5000
							PERSONAL & ADV INJURY	$ 1000000
							GENERAL AGGREGATE	$ 2000000
							PRODUCTS - COMP/OP AGG	$ 2000000
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10000			04SBAAE5998	09/22/2022	09/22/2023	EACH OCCURRENCE	$ 3000000
							AGGREGATE	$ 3000000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		04WECIV5013	01/26/2023	01/26/2024	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1000000
							E.L. DISEASE - EA EMPLOYEE	$ 1000000
							E.L. DISEASE - POLICY LIMIT	$ 1000000
A	Cyber liability $5000 Retention			04KB040477821	10/12/2022	10/12/2023	Occurence Limit	1000000
							Aggregate Limit	2000000

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

CERTIFICATE HOLDER

State of New Hampshire
Department of Information Technology
Attn: Chief Information Officer

27 Hazen Drive

Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Ware

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SEP 22 '22 PM 2:01 RCVD

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mlc

STATE OF NEW HAMPSHIRE

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

Denis Goulet
Commissioner

September 14, 2022

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

REQUESTED ACTION

Authorize the Department of Information Technology to enter into a Sole Source contract with The Atom Group, LLC, of Portsmouth, NH (VC# 313392) in an amount not to exceed $210,000 for the purpose of providing for 200 Hours of Cyber Negotiations on Retainer and 100 hours of Cybersecurity Testing and Remediation per year for four years, effective upon Governor and Executive Council approval through December 31, 2026. Source of Funds: 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2023.

CAT#-DEPT#-AGENCY#-ACTIVIT#-ACCOUNTING UNIT #- DEPT NAME- AGENCY NAME -ACCOUNTING UNIT NAME_CLASS-OBJECT - DESC	JOB #	SFY 23
01-03-03-030010-26410000-Department of Information Technology-ARP Cyber Protection Program 046-500465-IT Consultants Activity Code	00FRF602GS0302A	$210,000

EXPLANATION

This contract is sole source because it accelerates the State's implementation of Cyber Self-Insurance and has significant pricing advantages for the state as the rates for the services to the public sector have already been negotiated and significantly discounted. The discounted rates from a trusted partner are available only because this contract leverages an existing Public-Private partnership formed by the New Hampshire Public Risk Management Exchange's (PRIMEX) Risk Managers with The ATOM GROUP LLC.

When PRIMEX evaluated potential service providers for their municipal members, they looked closely at multiple firms and chose to form the partnership with Atom Group informed by the following:

1. ATOM is a New Hampshire company recommended to PRIMEX by New Era, a previous managed service provider they used for various services.
2. The recommendation resulted in a partnership to provide Cybersecurity Audits for five Members (two towns, one city, one county, and one school district) with the intent of providing a baseline of the cybersecurity maturity of PRIMEX' Membership.

3. Through this engagement, and because of ATOM's position as a New Hampshire company, their employee professionalism, timely response, job knowledge, and positive interaction with Members of the Exchange, PRIMEX engaged ATOM to begin work as a forensic first responder.
4. Further vetting was done by PRIMEX reinsurer, Beazley, prior to ATOM's final approval. Both PRIMEX and Beazley conducted a review of employee backgrounds, relevant certifications, and clearances to ensure a sustainable partnership could be formed.
5. Beazley also reviewed ATOM's capabilities and capacity as a forensic first response provider to include their billing rates, and ultimately approved them for use in New Hampshire by PRIMEX on behalf of more than 550 Lower Political Subdivisions.

The Department of Information Technology respectfully requests approval of this contract.

Respectfully Submitted,

Commissioner

DG/RA
DoIT #2023-032
RID: 71820

cc: Ken Weeks, DoIT Director/Chief Information Security Officer

STATE OF NEW HAMPSHIRE

DEPARTMENT OF INFORMATION TECHNOLOGY
RETAINER FOR CYBER NEGOTIATIONS AND CYBERSECURITY ASSESSMENT SERVICES
DOIT-2023-032

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATINO TECHNOLOGY
2023-032- RETAINER FOR CYBER NEGOTIATIONS AND CYBERSECURITY ASSESSMENT SERVICES
TABLE OF CONTENTS

Contents

FORM NUMBER P-37 (version 12/11/2019) 4
EXHIBIT A - SPECIAL PROVISIONS 10
EXHIBIT B – STATEMENT OF WORK (SOW) BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES 15
1. STATEMENT OF WORK 15
2. BUSINESS / TECHNICAL REQUIREMENTS 17
3. ACTIVITY, DELIVERABLE, AND MILESTONE 18
4. DELIVERABLE REVIEW AND ACCEPTANCE 18
5. CHANGE ORDER 19
6. IMPLEMENTATION SERVICES 19
7. PROJECT MANAGEMENT 20
8. WORK PLAN 22
9. DATA PROTECTION 23
10. Breach Responsibilities 24
11 ADMINISTRATIVE SERVICES 25
12 TERMS AND DEFINTIONS 25
13 CONTRACTOR'S CERTIFICATES 25
EXHIBIT C – PRICE AND PAYMENT SCHEDULE 26
1. CONTRACT PRICE 26
2. TRAVEL EXPENSES 26
3. SHIPPING FEES 26
4. INVOICING 26
5. INVOICE ADDRESS 26
6. PAYMENT ADDRESS 27
7. OVERPAYMENTS TO THE CONTRACTOR 27
8. CREDITS 27
9. PAYMENT SCHEDULE 27
EXHIBIT D – ADMINISTRATIVE SERVICES 29
1. DISPUTE RESOLUTION 29

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATINO TECHNOLOGY
2023-032- RETAINER FOR CYBER NEGOTIATIONS AND CYBERSECURITY ASSESSMENT SERVICES

TABLE OF CONTENTS

2. ACCESS AND COOPERATION 29
3. RECORD RETENTION 29
4. ACCOUNTING 30
5. AUDIT 30
6. MISCELLANEOUS WORK REQUIREMENTS 30
EXHIBIT E – TERMS AND DEFINITIONS 31
EXHIBIT F – ATTACHMENTS AND CONTRACTOR CERTIFICATES 36
1. ATTACHMENTS 36
2. CONTRACTOR CERTIFICATES 36

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FORM NUMBER P-37 (version 12/11/2019)

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

IDENTIFICATION.

1.1 State Agency Name DEPARTMENT OF INFORMATION TECHNOLOGY		1.2 State Agency Address 27 HAZEN DR, CONCORD, NH 03310	
1.3 Contractor Name THE ATOM GROUP LLC		1.4 Contractor Address 33 JEWEL CT, PORTSMOUTH, NH, 03801	
1.5 Contractor Phone Number (603) 501-0003	1.6 Account Number 01-03-03-030010-26410000-Department of Information Technology-ARP Cyber Protection Program-046-500465-IT Consultants	1.7 Completion Date Work Complete by 31 DEC 2026. Last Invoice NLT 31 DEC 2024 to meet ARPA requirements.	1.8 Price Limitation $210,000
1.9 Contracting Officer for State Agency Denis Goulet		1.10 State Agency Telephone Number 603-223-5703	
1.11 Contractor Signature Date: 9/6/22		1.11 Name and Title of Contractor Signatory Jason Sgro, Senior Partner, The Atom Group, LLC	
1.13 State Agency Signature Date: 9/6/2022		1.14 Name and Title of State Agency Signatory Denis Goulet, CIO	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: /s/ Stacie M. Marcou On: September 16, 2022			
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 as indicated in block 1.17, 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. 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 affected 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. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to 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 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all 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. 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 race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3. 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 all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all

personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 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.
8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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) 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) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
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 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, 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.
12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. 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. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. 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 sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and 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 his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. 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 his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. 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.

17. 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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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

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

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

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

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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:

3.3 The Term may be extended up to Three (3) 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, up to but not beyond August 31, 2026 under the same terms and conditions, subject to approval of the Governor and Executive Council. ,

A.2 Provision 5, Contract Price/Price Limitation/ Payment, is updated with the following addition:

5.5 The State's liability under this Agreement shall be limited to monetary damages not to exceed the contract price pursuant to Paragraph 5.2. 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. Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

A.3 Provision 8, Event of Default/Remedies, is updated with the following addition:

8.2.5 give the Contractor a written notice specifying the event of Default, terminate the agreement as breached, and procure Services that are the subject of the Contract from another source and Contractor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

A.4 Provision 9, Termination, is deleted and replaced with the following:

9. TERMINATION

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, and with written notice, terminate the Agreement for any reason, in whole or in part. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State shall be liable 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.

9.2 Termination Procedure

9.2.1 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.

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

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

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

the orderly transfer of such Services to the State or its designees ("Transition Services").

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

A.5 Provision 10, Data/Access/Confidentiality/Preservation, is updated with the following addition:

10.4 In performing its obligations under this Agreement, Contractor may gain access to Confidential Information of the State. Confidential Information includes any and all information owned or managed by the State of NH - created, received from or on behalf of any Agency of the State or accessed in the course of performing contracted Services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected 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. The Contractor shall not use the Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all Confidential Information.

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

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

a. shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;

b. was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party;

c. is developed by the receiving Party independently of, or was known by the receiving Party prior to, any disclosure of such information made by the disclosing Party; or

d. is disclosed with the written consent of the disclosing Party.

10.6 A receiving Party also may disclose the disclosing Party's Confidential Information to the extent required by 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.6 Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:

12.3 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.7 The following Provisions are added and made part of the P37:

25. FORCE MAJEURE

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

25.2 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.

26. 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.

27. 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.

28. GOVERNMENT APPROVALS

Contractor shall obtain all necessary and applicable regulatory or other governmental approvals necessary to perform its obligations under the Contract.

29. ORDER OF PRECEDENCE

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

i. State of New Hampshire, DEPARTMENT OF INFORMATION TECHNOLOGY Contract Agreement CONTRACT #2023-032

ii. Contractor Description of Program and Quote, (see Exhibit G)

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

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

1. STATEMENT OF WORK

The Contractor shall provide 200 hours/year, for the duration of the contract, under retainer, for the following services:

1. Advanced Threat Actor Negotiations in up to six languages in house at the Atom Group and two other languages via pre-defined translation services:

    - English (Native/Fluent)
    - Spanish (Native/Fluent)
    - French (Native/Fluent)
    - Hungarian (Native/Fluent)
    - Slovak (Native/Fluent)
    - Cantonese (Native/Fluent)
    - Russian (translation)
    - Mandarin (translation)

2. Fast Currency Exchange Fund including:
    - Office for Foreign Asset Control Due Diligence Validation, and
    - Gemini Secure Crypto Currency Transactions.

A. Office for Foreign Asset Control Validation Process

Office for Foreign Asset Control requires validation of attribution of any payment being made to a foreign entity for ransom. In the event of a ransom payment request, ATOM will perform the following:

1) Validate with internal counsel that the payment would not be made to any person(s) appearing on the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons List (SDN List) or countries subject to comprehensive sanctions programs administered by OFAC, including Crimea, Cuba, Iran, North Korea, and Syria.

2) Validate with internal counsel that the payment will not be made to further a terrorist organization or enterprise, e.g., no clear evidence of links to proscribed groups (i.e., -

"Foreign Terrorist Organizations" under Section 219 of the Immigration and Nationality Act, 8 U.S.C. Section 1189).

3) Perform an engineering review of the blockchain with specific analysis of the attacker's bitcoin address; review prior transactional history; review all transaction hashes in the wallet to identify other ransoms paid to this attacker and whether the attacker is targeting a specific sector or geographical area.

4) Cross reference all discovered attributes against any proprietary database of attackers used in prior attacks or linked to known criminal groups in Dark Web Marketplaces, Forums, or Scrapes.

5) Perform an engineering review of the attack vector for known patterns, attribution, or links to countries or advanced persistent threat groups (APT).

6) Determine (by reverse engineering, signature analysis, and Internet research) whether the malware variant is linked to known attackers or groups or contains code that could indicate an attacker's geographical location or native language.

7) Review language, translations, English proficiency, Time zone, IP addresses, and geolocation indicators to try to determine geographical location and/or whether an attacker is deliberately masking their identity or pretending to come from a different location, Language, or country.

8) Complete liaising on "no-names" basis with law enforcement to determine if similar attacks/ransom demands have been linked to terrorist/proscribed groups.

B. Gemini Digital Currency Transactions

1) With approval from the State CISO or CIO, ATOM will process requested digital currency transfer in a normal negotiation where ATOM will accept wire transfer of funds from the State of New Hampshire Department of Information Technology and process those funds through Gemini for transfer to a threat actor as directed by the State of New Hampshire Department of Information Technology. ATOM will accept responsibility for transferring funds up to $2,500,000.00 USD.

2) In an emergency context, such as when a deal can be made with a threat actor for a lower price if funds can be transferred quickly, or if negotiations require swift payment to successfully complete, Contractor will make emergency transfers up to $50,000.00 USD within 12 hours, or up to $100,000.00 USD in 24 hours. Emergency funds may be requested to pay a partial or full payment of ransom request pending the successful completion of OFAC Due Diligence. The State of New Hampshire Department of Information Technology may only request one

emergency payment at a time and may not request a second emergency request unless the previous funding is fully reimbursed.

Hours under this retainer not used for Negotiations or Fast Currency Fund actions may be used for onsite and remote emergency remediation services, which include incident command, law enforcement coordination, engineering quarantine, isolation, sandbox testing, forensic collection, threat actor attribution, attack vector identification, and inoculation of the environment. All onsite and remote services and capabilities will be at the disposal of the State of New Hampshire Department of Information Technology. Additionally, unused hours may be added to the Technical Auditing Services described below.

The Contractor shall also provide 100 hours of technical auditing services in an on-demand capacity and as coordinated with the State Chief Information Security Officer. Contractor shall provide technical auditing services in four parts:

a) ENGINEERING TESTING – Contractor shall use vulnerability assessments and penetration testing techniques. Technical auditing occurs at all levels of the infrastructure, from perimeter, to application, to network (all layers), design, architecture, and use of cryptography. Technical auditing is often aided by tools for vulnerability analysis, penetration testing, and static scanning (Veracode).

b) COMPLIANCE AUDITING – Contractor shall perform compliance auditing by performing compliance gap analysis for cybersecurity and regulatory frameworks such as The Center for Internet Security Version 8, The General Data Protection Regulation (GDPR/GDPR EU), HIPAA, HITRUST, ISO 27001, FERPA, COPPA, PIPEDA, and numerous state and federal regulations to name a few.

c) PRIVACY AUDITING – Contractor shall perform privacy audits for governance, collection, and processing of personal information.

d) REMEDIATIONS – Contractor shall work with DoIT to guide remediation activity, perform the remediation for you at your request, or align you with subject matter experts that will be well versed in taking care of a specific issue.

2. BUSINESS / TECHNICAL REQUIREMENTS

Business and Technical Requirements are identified in the above Statement of Work

2.1 Compliance Requirements

Agency Compliance Documents are identified in Exhibit G: Attachment 2

3. ACTIVITY, DELIVERABLE, AND MILESTONE

If any of the hours in this retainer are used for Technical Auditing Services, Activities/ Deliverables/Milestones will be agreed upon in writing between the Contractor and the State Chief Information Security Officer before work commences and the deliverables are subject to the provisions below.

4. DELIVERABLE REVIEW AND ACCEPTANCE

4.1 Non-Software and Written Deliverables Review and Acceptance

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

4.2 Software Deliverables Review and Acceptance

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

4.3 Number of Deliverables

Unless the State otherwise specifically agrees in writing, in no event shall the Contractor certify for testing and deliver to the State more than three (3) Deliverables for review or testing at one time. As the State accepts a Deliverable, an additional Deliverable may be presented for review but at no time can the Deliverables exceed three (3) at a time without the authorization of the State.

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

5. CHANGE ORDER

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

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

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

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

6. IMPLEMENTATION SERVICES

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

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

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

7. PROJECT MANAGEMENT

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

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

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

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

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

7.1 The Contractor Key Project Staff

7.1.1. The Contractor's Contract Manager

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

JASON SGRO, SENIOR PARTNER, THE ATOM GROUP, LLC
(603) 531-0003
JASON@THEATOMGROUP.COM

7.1.2. The Contractor's Project Manager

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

JASON SGRO, SENIOR PARTNER, THE ATOM GROUP, LLC
(603) 531-0003
JASON@THEATOMGROUP.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) hours of inquiries from the State, and be at the site as needed. Project Manager must work diligently and use his/ her best efforts on the Project.

7.1.3. **Change of Project Manager**

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

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

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

As task organized by Atom Group to best provide requested services.

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

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

7.2 **The State Key Project Staff**

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

DENIS GOULET, CIO
(603) 223-5703
DENIS.C.GOULET@DOIT.NH.GOV

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

KENNETH L. WEEKS III
(603) 931-9234
KENNETH.L.WEEKSIII@DOIT.NH.GOV

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

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

8. **WORK PLAN**

Since this is primarily a contract for a retainer for services, there is no pre-defined work plan. If hours under this contract are used for services other than negotiations and fast currency fund actions, a workplan will be developed and agreed upon by the CISO and Contractor in advance.

9. DATA PROTECTION

Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the following conditions:

a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and non-public information. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and non-public data of similar kind.
b. All data obtained by the Contractor in the performance of this contract and all Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data.
c. Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.
d. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
e. The Contractor shall not use any information collected in connection with the service issued from this Contract for any purpose other than fulfilling the service.

9.1 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.

9.2 Security Incident Or Data Breach

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

a. 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.

b. 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.

c. 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) promptly notify the appropriate State identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

10. Breach Responsibilities

10.1 This section only applies when a Data Breach occurs with respect to State data within the possession or control of the Contractor and/or the third party designee hosting the data as agreed upon by the Contractor and the State.

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

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

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

10.4 Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's breach of its contract obligation or the third party hosting company to encrypt Personal Data or otherwise prevent its release, the Contractor and/or the third party hosting company shall bear the costs associated with:

a. the investigation and resolution of the Data Breach;
b. notifications to individuals, regulators or others required by State law;
c. a credit monitoring service required by State (or federal) law;

d. a website or a toll-free number and call center for affected individuals required by State law — all not to exceed the average per record per person cost calculated for Data Breaches in the United States (currently $201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and
e. complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(a) through (e)] subject to this Contract's limitation of liability:

11 ADMINISTRATIVE SERVICES

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

12 TERMS AND DEFINTIONS

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

13 CONTRACTOR'S CERTIFICATES

Required Contractor Certificates are attached in Exhibit F.

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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. 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. **Since this is a retainer for services, the entire amount for each calendar year shall be paid within 30 days of the effective date of the contract each year.**

5. **INVOICE ADDRESS**

Invoices may be sent to:

DEPARTMENT OF INFORMATION TECHNOLOGY

ACCOUNTS RECEIVABLE
27 HAZEN DRIVE
CONCORD, NH 03310

6. PAYMENT ADDRESS

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

7. OVERPAYMENTS TO THE CONTRACTOR

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

8. CREDITS

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

9. PAYMENT SCHEDULE

10.1 Contract Type

10.1.1. Activities / Deliverables / Milestones Pricing

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

10.1.2. Contractor Staff, Resource Hours and Rates Worksheet

Table C-1	
VENDOR HOURLY RATES PRICING WORKSHEET	
Between 8:00 AM – 6:00 PM ET	$175/hr
Between 6:01 PM – 7:59 AM ET	$220/hr

10.1.3. Future Contractor Rates Worksheet

The State may request additional Services from the Contractor. The State and Contractor agree to the following rates in the event the contract is extended as

described in P-37 General Provisions, Section 3 Effective Date/Completion of Services.

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EXHIBIT D – ADMINISTRATIVE SERVICES

1. DISPUTE RESOLUTION

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

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

Table D-1.			
DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE			
LEVEL	CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT	CUMULATIVE ALLOTED TIME
Primary	Jason Sgro	Ken Weeks	5 Days
First	Jason Sgro	Dennis Goulet	10 Days

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

2. ACCESS AND COOPERATION

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

3. RECORD RETENTION

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

one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

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

4. ACCOUNTING

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

5. AUDIT

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

6. MISCELLANEOUS WORK REQUIREMENTS

6.1 Access to State Systems

When work plans are developed under this contract that require contractor personnel to access state systems and/or data, the contractor will comply with all state information security policies and procedures.

EXHIBIT E – 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.
Agreement	A Contract duly executed and legally binding.
Confidential Information	Information required to be kept Confidential and restricted from unauthorized disclosure under the Contract. "Confidential Information" or "Confidential Data" means all private/restricted confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Protected Health Information and Personally Identifiable Information. Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of any state agency or accessed in the course of performing contracted services - 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.

Contract	An agreement between the State of New Hampshire and a Vendor which creates binding obligations for each party to perform as specified in the contract documents. Contract documents include the State P-37 General Provisions, and all Exhibits and attachments, which represent the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work.
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 Vendor 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.
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.
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 Vendor 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 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: *Business/Technical Requirements and Deliverables*. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.

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EXHIBIT F – ATTACHMENTS AND CONTRACTOR CERTIFICATES

1. **ATTACHMENTS**
   a. Contractor Proposal and Quote.

2. **CONTRACTOR CERTIFICATES**
   a. Contractor's Certificate of Good Standing
   b. Contractor's Certificate of Vote/Authority
   c. Contractor's Certificate of Insurance

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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 THE ATOM GROUP LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on April 12, 2007. 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: 576086

Certificate Number: 0005845328

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 12th day of August A.D. 2022.

David M. Scanlan

Secretary of State

LLC Certification of Authority

I, LAURA MUNYON, ESQ, counsel for THE ATOM GROUP, LLC hereby certify that JASON JOSEPH SGRO is a Senior Partner of THE ATOM GROUP, LLC, a limited liability partnership under RSA 304-B.

***

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Granite State Insurance & Risk Mgt LLC

1 Park Ave 2-1
Hampton NH 03842

CONTACT NAME: Michael Ware
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E-MAIL ADDRESS: michael@granitestateinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: The Hartford	19682
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

The Atom Group, LLC

33 Jewell Court
Portsmouth NH 03801

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			04SBAAE5998	09/22/2021	09/22/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 500000 $ 5000 $ 1000000 $ 2000000 $ 2000000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10000			04SBAAE5998	09/22/2021	09/22/2023	EACH OCCURRENCE AGGREGATE	$ 3000000 $ 3000000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		04WECIV5013	01/26/2022	01/26/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1000000 $ 1000000 $ 1000000
A	Cyber Liability $5000 Retention			04KB040477821	10/12/2021	10/12/2023	Occurrence Limit Aggregate Limit	1000000 2000000

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

CERTIFICATE HOLDER

State of New Hampshire
Department of Information Technology
Attn: Chief Information Officer

27 Hazen Drive
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Michael Ware

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