CJG

# New Hampshire Liquor Commission

50 Storrs Street
Concord, NH 03301
(603) 230-7015

45

Joseph W. Mollica
Chairman

Kelly A. Ayotte
Governor

Nicole Brassard Jordan
Deputy Commissioner

May 15, 2025

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

## REQUESTED ACTION

Authorize the New Hampshire Liquor Commission (NHLC) to amend an existing **Sole Source** contract with Evenica Corp. (VC # 304344), Burlington, Ontario, for eCommerce platform services by increasing the price limitation by $1,874,600.00 from $2,254,140.00 to $4,128,740.00 and by exercising a renewal option, extending the completion date from July 31, 2025, to July 31, 2027, effective upon Governor and Council approval. The original contract was approved by Governor and Council on February 5, 2020, item #28, and most recently amended with Governor and Council approval on May 31, 2023, item #72. 100% Liquor Funds.

Funding is available in account Marketing and Merchandising as follows:

| | | FY2025 |
|---|---|---|
| 02-77-77-771512-10300000-038-509038 | Technology - Software | $1,874,600.00 |

## EXPLANATION

This request is **Sole Source** as the original contract was Sole Source and NHLC is increasing the price limitation by more than 10% due to the extension of services for an additional two years and to account for necessary platform adjustments.

As previously stated, the original contract was approved by the Governor and Council on February 5, 2020, Item #28. It was subsequently amended with Governor and Council approval on October 13, 2021, Item #57; on December 21, 2022, Item #64; and on May 31, 2023, Item #72.

eCommerce functionality is a critical component of the NHLC's larger NextGen project, which has replaced the NHLC's 40-year-old legacy system and integrates the various functional areas of the NHLC's business processes, from the retail stores and warehouses through back-office financials and payroll, for a fully unified system. In 2020, the Governor and Council approved NHLC's contract with Evenica Corp. (Evenica) to develop, deploy, and support the NHLC's Business-to-Business (B2B) and Business-to-Consumer (B2C)


TTY 1-800-735-2964

eCommerce environments. To the benefit of both the NHLC and liquor licensees, through these environments licensees have the ability to manage their accounts online, providing wine and spirits brokers with online inventory management and enhanced reporting tools, simplifying licensee tax declarations, aiding licensees in reconciling and validating direct shipping data, and streamlining the licensing-related processes for both beverage wholesalers and manufacturers, among other functionality.

Importantly, these eCommerce environments enable customers to research products and complete orders online, an expectation of modern-day retailers. Online orders have had a direct impact on alcohol sales. In the last year (April 29, 2024, through April 29, 2025), over 900,000 bottles of product were sold online for pick-up in Liquor and Wine Outlets for a total of $16,845,757.77 net sales. That same timeframe saw almost 16,000,000 bottles sold online for pick-up in NHLC warehouse locations for a total of $159,854,856.31 in net sales.

Evenica, previously a subcontractor of a former NHLC vendor, has proven itself to be a diligent and responsive partner, bringing value-added consulting and guidance on best practices for beverage distribution solutions. Evenica has a thorough understanding of the NHLC needs and business processes and is an internationally recognized expert in eCommerce and systems integration.

Pursuant to the terms of the original contract, the support and maintenance phase of the contract may be extended by up to two terms of two years each following the initial completion date of July 31, 2023. The first two-year contract extension was executed through the May 31, 2023, amendment. By this submission the NHLC seeks to utilize the second two-year extension such that the new completion date will be July 31, 2027.

During this requested extension, Evenica will continue to provide necessary support and maintenance for the NHLC's eCommerce platforms and deliver new development as may be required related to new or changed processes. To accomplish this, the NHLC will purchase support and maintenance blocks of 500 hours per block though Evenica's Prepaid Support Block Program. Program blocks in an amount of 500 hours or more provide the greatest savings on hourly rates. After considering all factors, including a review of support hour usage rates and in looking ahead to possible new development needs, the NHLC estimates that 20 blocks are necessary.

The 20 support blocks described above, in conjunction with platform licensing fees, will result in a price limitation increase of $1,874,600.00, The NHLC therefore seeks approval to amend the contract price limitation from $2,254,140.00 to $4,128,740.00 to assure that there is adequate funding to cover the work that has been done and is anticipated for Evenica through the new completion date of July 31, 2027.

Based on the foregoing, I am respectfully requesting approval of the Amendment to the Agreement.

Respectfully submitted,

Joseph W. Mollica
Chairman, Liquor Commission


TTY 1-800-735-2964

**STATE OF NEW HAMPSHIRE**
**DEPARTMENT OF INFORMATION TECHNOLOGY**

27 Hazen Drive | Concord, NH | 03301
Fax: (603) 271-1516 | TDD: (800) 753-2964
doit.nh.gov

Denis Goulet, *Commissioner*

May 15, 2025

Joseph W. Mollica, Chairman
New Hampshire Liquor Commission
State of New Hampshire
50 Storrs Street
Concord, NH 03301

Dear Chairman Mollica:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Evenica Corp., as described below and referenced as DoIT No. 2020-060D.

> The purpose of this request is to provide eCommerce platform services and functionality to benefit the NHLC's larger NextGen project, which has replaced the NHLC's 40-year-old legacy system and integrates the various functional areas of the NHLC's business processes.
>
> The Total Price Limitation shall increase by $1,874,600 for a new Total Price Limitation of $4,128,740, effective upon Governor and Council approval through July 31, 2027.

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

Sincerely,

Denis Goulet

DG/jd
DoIT #2020-060D

cc: Mike Therrien, IT Manager

**STATE OF NEW HAMPSHIRE**
**LIQUOR COMMISSION**

**AMENDMENT TO AGREEMENT**

This Amendment to Agreement is made this 14 day of May, 2025 between the New Hampshire Liquor Commission (hereinafter the "NHLC") and Evenica Corp. (Vendor #304344), with a principal place of business at 3050 Harvester Road, Burlington, Ontario, L7N 3J1 (hereinafter the "Contractor").

WHEREAS the NHLC and Contractor entered into a sole source agreement approved by the Governor and Executive Council of the State of New Hampshire on February 5, 2020 ("the Agreement"), pursuant to which the Contractor is required to complete design, development and deployment, and provide follow-up support and maintenance of the NHLC's Business-to-Consumer (B2C) and Business-to-Business (B2B) eCommerce initiative.

WHEREAS on October 13, 2021, and on December 21, 2022, the Governor and Executive Council approved amendments to the Agreement pursuant to which the Contractor would complete design, development and deployment of system enhancements for the Division of Enforcement and Licensing and provide additional support and maintenance for the Division of Marketing, Merchandising, and Warehousing.

WHEREAS on May 31, 2023, the Governor and Executive Council approved an amendment to the Agreement whereby the Agreement was extended for an additional two years to ensure continued support for the NHLC's B2C initiative and successful deployment of the NHLC's B2B and Division of Enforcement and Licensing initiatives, as well as to invoice for milestones completed past the original Completion Date of the Agreement.

WHEREAS the parties have determined that an extension, pursuant to the terms of Section 3 of Exhibit A and Section 8.2 of Exhibit B of the Agreement, is necessary to ensure the successful continuation of support for the NHLC's eCommerce initiative and the implementation of necessary platform enhancements, as well as to provide for invoicing for support and enhancement activities completed by Contractor.

WHEREAS the parties have determined that allocating additional money is required to support the extension of the Contractor's work as described above and in the original Agreement.

NOW THEREFORE, the NHLC and Contractor, in accordance with Section 18 of the General Provisions of the Agreement, mutually agree to amend their existing Agreement as follows:

**Form P-37** Agreement – General Provisions is amended as follows:

1. Amend Section 1.7 of the General Provisions of the Agreement (Form P-37) to reflect a new Completion Date of July 31, 2027.



Contractor Initials MSF
Date 05/14/25

2. Amend Section 1.8 of the General Provisions of the Agreement (Form P-37) to reflect a $1,874,600.00 increase to the current price limitation of $2,254,140.00, which shall result in a Revised Price Limitation of $4,128,740.00.

**Exhibit A2** – NHLC – e4Commerce Ongoing Support and Maintenance Services is amended as follows:

1. Delete the Prepaid Support Block Program discounted hourly rate table in Section 5.1 and replace it with the following:

| Hours | Hourly Rate | Block |
|---|---|---|
| ≥ 500 | $170 | $85,000 |

**Exhibit B** – Payment Terms and Pricing is amended as follows:

1. Amend the table in Section 8.1 License Fees to list the amount of the Total Licensing Investment Through Completion Date to be $385,200.00.

2. Amend Section 8.2 Support and Maintenance fees to delete the first paragraph and Prepaid Support Block Program discounted hourly rate table and replace it with the following:

   "The required investment to support and maintain the B2C and B2B systems after the included Warranty Period includes professional services fees, as described in Exhibit A2, purchased in pre-paid support blocks in fifty (50) hour increments. As described in Exhibit A of this Contract, the Service Period for support and maintenance shall commence at the end of the Warranty Period of the NHLC B2C e4Commerce deployment. Evenica shall charge the NHLC a discounted hourly rate based on the size of the block purchased as outlined in Section 5.1 of Exhibit A2."

3. Amend the table titled Professional Support and Maintenance Services contained within Section 8.2 Support and Maintenance fees by deleting it and replacing it with the following:

| PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE | BLOCKS | HOURS PER BLOCK | RATE PER HOUR | TOTAL AMOUNT |
|---|---|---|---|---|
| Contract | 2 | 300 | $160/hr. | $96,000.00 |
| Contract Amendment: 2021 | 2 | 500 | $150/hr. | $150,000.00 |
| Contract Amendment: 2022 | 5 | 500 | $150/hr. | $375,000.00 |
| Contract Amendment/Extension: 2023 | 8 | 500 | $170/hr. | $680,000.00 |
| Contract Amendment/Extension: 2025 | 20 | 500 | $170/hr. | $1,700,000.00 |



Contractor Initials MSJ
Date 05/14/25

Except as provided herein, all other provisions of the February 5, 2020, Agreement, and the September 29, 2021, December 21, 2022, and May 31, 2023, amendments shall remain in full force and effect.

**CONTRACTING OFFICER FOR STATE AGENCY:**

5/15/2025

Joseph W. Mollica, Chairman
New Hampshire Liquor Commission

Date

**EVENICA CORPORATION**

Mir Sadek Ali

Mir Sadek Ali, Chief Executive Officer

MAY 14, 2025
Date

---

Approved for Form, Substance, and Execution

May 15, 2025

Michael Grandy
Assistant Attorney General
New Hampshire Department of Justice
Office of the Attorney General

Date



Contractor Initials MSA
Date 05/14/25

# 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 EVENICA CORP. is a Canada Profit Corporation registered to do business in New Hampshire as EVENICA CORP on May 21, 2019. 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: **818299**

Certificate Number: **0007146990**

IN TESTIMONY WHEREOF,

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

David M. Scanlan

Secretary of State

evenica

# CERTIFICATE OF AUTHORITY

(Attestation of Signing Authority)

I, **James Bolton**, Chief Operating Officer of Evenica Corp., do hereby certify that:

**Mir Sadek Ali**, in his capacity as Chief Executive Officer of Evenica Corp., is authorized to execute on behalf of Evenica Corp. all contracts, agreements, or related documents, with the New Hampshire Liquor Commission.

This Certificate of Authority is valid for 60 days from the date of execution.

I certify that it is understood that the New Hampshire Liquor Commission will rely on this certificate as evidence that **Mir Sadek Ali** has full authority to bind the corporation.

James Bolton

Signing Officer's Signature

James Bolton

Name (Please Print)

C.O.O.

Position

May 14, 2025

Date

CSIO

# CERTIFICATE OF LIABILITY INSURANCE

**This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.**

| 1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS | | | 2. INSURED'S FULL NAME AND MAILING ADDRESS | | |
|---|---|---|---|---|---|
| NH Liquor Commission or his or her successor | | | Evenica Corp | | |
| 50 Storrs Street | | | 3050 Harvester Road, Suite 208 | | |
| P.O. box 503 | | | | | |
| Concord | NH | POSTAL CODE 03302-0503 | Burlington On | ON | POSTAL CODE |

**3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES** (but only with respect to the operations of the Named Insured)

Operations; Sales & Product information management software described on file
**Property is being covered under broad form/all risk and replacement cost basis**
Locations Insured: 3050 Harvester Burlington & 77 Mowat Ave Toronto

**4. COVERAGES**

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 requirements, terms or conditions 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 terms, exclusions and conditions of such policies.

**LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS**

| TYPE OF INSURANCE | INSURANCE COMPANY AND POLICY NUMBER | EFFECTIVE DATE YYYY/MM/DD | EXPIRY DATE YYYY/MM/DD | LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise) COVERAGE | DED. | AMOUNT OF INSURANCE |
|---|---|---|---|---|---|---|
| COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS MADE OR ☒ OCCURRENCE<br>☒ PRODUCTS AND / OR COMPLETED OPERATIONS<br>☒ EMPLOYER'S LIABILITY<br>☒ CROSS LIABILITY<br>☐ WAIVER OF SUBROGATION<br>☒ TENANTS LEGAL LIABILITY<br>☐ POLLUTION LIABILITY EXTENSION<br>☒ Employee Benefit<br>☐ | Brownstone Insurance Managers ESN0640077342 | 2024/09/10 | 2025/09/10 | COMMERCIAL GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE LIABILITY - GENERAL AGGREGATE | | 3,000,000 |
| | | | | - EACH OCCURRENCE | 1,000 | 3,000,000 |
| | | | | PRODUCTS AND COMPLETED OPERATIONS AGGREGATE | 1,000 | 3,000,000 |
| | | | | ☐ PERSONAL INJURY LIABILITY OR ☒ PERSONAL AND ADVERTISING INJURY LIABILITY | 1,000 | 3,000,000 |
| | | | | MEDICAL PAYMENTS | | 10,000 |
| | | | | TENANTS LEGAL LIABILITY | | 3,000,000 |
| | | | | POLLUTION LIABILITY EXTENSION | | |
| ☒ NON-OWNED AUTOMOBILES<br>☒ HIRED AUTOMOBILES | Brownstone Insurance Managers ESN0640077342 | 2024/09/10 | 2025/09/10 | NON-OWNED AUTOMOBILES | 1,000 | 1,000,000 |
| | | | | HIRED AUTOMOBILES | 1,000 | 50,000 |
| AUTOMOBILE LIABILITY<br>☐ DESCRIBED AUTOMOBILES<br>☐ ALL OWNED AUTOMOBILES<br>☐ LEASED AUTOMOBILES **<br>** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE | | | | BODILY INJURY AND PROPERTY DAMAGE COMBINED | | |
| | | | | BODILY INJURY (PER PERSON) | | |
| | | | | BODILY INJURY (PER ACCIDENT) | | |
| | | | | PROPERTY DAMAGE | | |
| EXCESS LIABILITY<br>☐ UMBRELLA FORM<br>☐ | | | | EACH OCCURRENCE | | |
| | | | | AGGREGATE | | |
| OTHER LIABILITY (SPECIFY)<br>☒ Broad Form/All Risk | Brownstone Insurance Managers BBA10226 | 2024/09/10 | 2025/09/10 | Contents/Equipment | 1,000 | 75000/100000 |
| ☒ Professional Liability | Brownstone Insurance Managers ESN0640077342 | 2024/09/10 | 2025/09/10 | | | 5,000,000 |

**5. CANCELLATION**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

| 6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS | | | 7. ADDITIONAL INSURED NAME AND MAILING ADDRESS (Commercial General Liability- but only with respect to the operations of the Named Insured) | | |
|---|---|---|---|---|---|
| StoneRidge Insurance Brokers | | | NH Liquor Commission or his or her successor | | |
| 1336 Sandhill Drive, | | | 50 Storrs Street | | |
| Ancaster | ON | POSTAL CODE L9G 4V5 | P.O. box 503 | | |
| BROKER CLIENT ID: | | | Concord | NH | POSTAL CODE 03302-0503 |

**8. CERTIFICATE AUTHORIZATION**

| | | | | |
|---|---|---|---|---|
| ISSUER StoneRidge Insurance Brokers | CONTACT NUMBER(S) | | | |
| AUTHORIZED REPRESENTATIVE Eve Rice | TYPE Phone | NO. 905-648-6767 | TYPE | NO. |
| | TYPE Fax | NO. 905-648-7399 | TYPE | NO. |
| SIGNATURE OF AUTHORIZED REPRESENTATIVE | DATE 2025/04/17 | | EMAIL ADDRESS erice@stoneridgeinsurance.ca | |



©2016, Centre for Study of Insurance Operations. All rights reserved.

April 17, 2025

NH Liquor Commission
50 Storrs St, PO Box 503
Concord, NH 03302-0503

Subject: Evenica exemption from Workers Compensation

Dear Mr. Gagnon:

Evenica Corp. (Evenica) is an Ontario corporation doing business in the Province of Ontario. Due to the nature of Evenica's activities, it is exempt from Ontario workplace health and safety insurance pursuant to Ontario statute; O. Reg. 175/98, Schedule 1, Part II, Class L, 11. under Workplace Safety and Insurance Act, 1997, S.O. 1997, c. 16, Sched. A.

*O. Reg. 175/98 GENERAL: under Workplace Safety and Insurance Act, 1997, S.O. 1997, c. 16, Sched. A*
*Schedule 1: INDUSTRIES THE EMPLOYERS IN WHICH ARE LIABLE TO CONTRIBUTE TO THE INSURANCE FUND*
*Part II: Excluded Industries*
*Class L — Professional, Scientific and Technical*
*11. Application software programming services.*

However, Evenica carries an Employers' Liability clause within our Commercial General Liability policy, providing coverage for work-related injuries or illnesses that are exempt from Workers' Compensation Law.

Evenica provision of services to the New Hampshire Liquor Commission will occur in the jurisdiction of Ontario and therefore Evenica is exempt from the requirements of N.H. RSA Chapter 281-A ("Workers Compensation") pursuant to Section 15.1 of Form Number P-37.

We trust this citation adequately explains Evenica's exemption from Ontario Workers Compensation.

Sincerely,
EVENICA CORP

James E. Bolton
Chief Operating Officer

0 MAY17'23 PM 3:08 RCV

# New Hampshire Liquor Commission

50 Storrs Street
Concord, NH 03301
(603) 230-7015

72

Joseph W. Mollica
Chairman

Nicole Brassard Jordan
Deputy Commissioner

Christopher T. Sununu
Governor

May 16, 2023

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

## REQUESTED ACTION

Authorize the New Hampshire Liquor Commission (NHLC) to **amend and extend its sole source** contract with Evenica Corp. (Vendor # 304344), Burlington, Ontario, to complete deployment of the NHLC's Business to Business (B2B) and Division of Enforcement, Licensing and Education eCommerce initiatives; to continue support and maintenance of the Commission's Business to Consumer (B2C) eCommerce initiative; and to provide post-go-live support for the NHLC's B2B and Division of Enforcement, Licensing and Education eCommerce initiatives in an amount not to exceed $680,000.00, which brings the amended price limitation of the contract from $1,574,140.00 to $2,254,140.00. The original contract was approved by the Governor and Executive Council on February 2, 2020 (Item #28), was adjusted by an amendment approved by the Governor and Council on October 13, 2021 (Item #57), and further adjusted by an amendment approved by the Governor and Council on December 21, 2022 (Item #64). This amendment and extension to the contract shall be effective upon Governor and Council approval through July 31, 2025. Funding: 100% Liquor Funds.

Funding is anticipated to be available in the operating budgets as follows, contingent upon the availability and continued appropriations of funds in future operating budgets.

| Fiscal Year | Co.-Activity-Acctg. Unit-Class Code | Class Title | Amount |
|---|---|---|---|
| 2024 | 02-77-77-771512-1030-038-509038 | Technology - Software | $340,000 |
| 2025 | 02-77-77-771512-1030-038-509038 | Technology - Software | $340,000 |

## EXPLANATION

eCommerce functionality is a critical component of the NHLC's NextGen project, which will integrate the various functional areas of the NHLC's business processes, from the retail stores and warehouses through back-office financials and payroll, for a fully unified system. The initial contract and its amendments have been **sole source** because Evenica, previously a subcontractor of a former NHLC vendor, has proven itself to be a diligent and responsive partner, bringing value-added consulting and guidance on best practices for beverage distribution solutions. Evenica has a thorough understanding of the NHLC needs and business processes to take the eCommerce functionality to completion. Evenica is also an internationally recognized expert in eCommerce and systems integration.

On February 2, 2020, the Governor and Council approved NHLC's contract with Evenica to develop, deploy, and support the NHLC's B2B and B2C eCommerce environments, which are each components of the NHLC's larger NextGen project. Through the completion of these eCommerce environments, the NHLC will enable customers to complete online orders with direct-to-consumer shipping within New Hampshire. As described with respect to the 2021 amendment, during the COVID-19 pandemic, the NHLC, like all consumer-driven businesses, had to pivot priorities to better serve consumers and maximize profits. As a result, during 2020 NHLC and Evenica accelerated the B2C deployment to rapidly establish and implement an online ordering system to allow curbside and in-store pickup options which, to date, has been rolled out to twenty-seven (27) retail locations.

As Evenica continues its work, the B2B environments will afford the NHLC's licensees the ability to manage their accounts online and provide wine and spirits brokers with online inventory management and enhanced reporting tools. The planned B2B development will also simplify licensee tax declarations, and reconcile and validate direct shipping data. Ultimately, the B2B platform will integrate with the other eCommerce components of the NHLC's NextGen project and its full deployment is tied to the deployment of the NextGen project.

In addition, Evenica has been providing support for the NHLC's Division of Enforcement to allow for increased integration of that division's requirements with the broader NextGen project. Specifically, in response to audit recommendations and statute and rule changes, NHLC is working with Evenica to develop environments that will streamline, simplify, and validate its licensing-related processes for both wholesalers and manufacturers.

Pursuant to the terms of the initial contract with Evenica, Section 8.2, the support and maintenance phase of the contract may be extended by up to two terms of two years each following the initial completion date of July 31, 2023. Consistent with that provision, by this submission the NHLC is seeking to extend the contract for a two-year term such that the new completion date will be July 31, 2025. In addition to assuring necessary support and maintenance from Evenica, this extension will also assure that the contract covers the period of the expected full deployment of the NextGen project with which Evenica's eCommerce work is integrated.

In addition to the above, the NHLC is seeking approval to amend the rates for Evenica's

support and maintenance work as described in the contract to assure that there is adequate funding to cover the work anticipated for Evenica. As noted in the attached amendment, the total anticipated cost for this work is $680,000.00, which brings the amended price limitation of the contract from $1,574,140.00 to $2,254,140.00 through the new completion date of July 31, 2025.

Based on the foregoing, I am respectfully requesting approval of the Amendment and Extension of the Agreement.

Respectfully submitted,

Joseph W. Mollica
Chairman

# 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*


May 16, 2023

Joseph W. Mollica, Chairman
New Hampshire Liquor Commission
State of New Hampshire
50 Storrs Street
Concord, NH 03301

Dear Chairman Mollica:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Evenica Corp., as described below and referenced as DoIT No. 2020-060C.

The purpose of this request is to complete deployment of the NHLC's Business to Business (B2B) and Division of Enforcement, Licensing and Education eCommerce initiatives; to continue support and maintenance of the Commission's Business to Consumer (B2C) eCommerce initiative; and to provide post-go-live support for the NHLC's B2B and Division of Enforcement, Licensing and Education eCommerce initiatives.

The Total Price Limitation will increase by $680,000 for a new Total Price Limitation of $2,254,140, effective upon Governor and Council approval through July 31, 2025.

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

Sincerely,

Denis Goulet

DG/jd
DoIT #2020-060C

cc: Mike Therrien, IT Manager

**STATE OF NEW HAMPSHIRE**
**LIQUOR COMMISSION**

**AMENDMENT AND EXTENSION TO AGREEMENT**

This Amendment and Extension to Agreement is made this 11th day of May 2023 between the New Hampshire Liquor Commission (hereinafter the "NHLC") and Evenica Corp. (Vendor #304344), with a principal place of business at 3050 Harvester Road, Burlington, Ontario, L7N 3J1 (hereinafter the "Contractor").

WHEREAS the NHLC and Contractor entered into a sole source agreement approved by the Governor and Executive Council of the State of New Hampshire on February 5, 2020 ("the Agreement"), pursuant to which the Contractor is required to complete design, development and deployment, and provide follow-up support and maintenance of the NHLC's Business to Consumer (B2C) and Business to Business (B2B) eCommerce initiative.

WHEREAS on October 13, 2021, the Governor and Executive Council retroactively approved an amendment to the Agreement, effective as of September 29, 2021, for an additional $339,540, pursuant to which the Contractor would complete design, development and deployment of system enhancements for the Division of Enforcement, Licensing and Education, and provide additional support and maintenance for the Division of Sales, Marketing, Merchandising and Warehousing.

WHEREAS on December 21, 2022, the Governor and Executive Council approved an additional amendment to the Agreement for an additional $375,000, pursuant to which the Contractor would provide further design, development and deployment of system enhancements for the Division of Enforcement, Licensing and Education, and provide additional support and maintenance for the Division of Sales, Marketing, Merchandising and Warehousing.

WHEREAS the parties have determined that an Amendment to the Agreement is necessary to allow the Contractor to complete the deployment of the B2B and Division of Enforcement, Licensing and Education eCommerce initiatives, and invoice the NHLC for milestones completed past the original Completion Date of the Agreement.

WHEREAS the parties have determined that an Extension, pursuant to the terms of Section 8.2 of the Agreement, is necessary to ensure the successful continuation of support for the NHLC's B2C initiative, and successful deployment and support for the NHLC's B2B and Division of Enforcement, Licensing and Education eCommerce initiatives, as well as full and complete integration of the Contractor's work with the larger NextGen project.

WHEREAS the parties have determined that allocating additional money is required to support the extension of the Contractor's work as described above and in the original Agreement.

NOW THEREFORE, the NHLC and Contractor, in accordance with Section 18 of the General Provisions of the Agreement, mutually agree to amend their existing Agreement as follows:

**Form P-37** Agreement – General Provisions is amended as follows:

Contractor's Initials MSH
Date 05/12/2023

1. Amend Section 1.7 of the General Provisions of the Agreement (Form P-37) to reflect a new Completion Date of July 31, 2025.

2. Amend Section 1.8 of the General Provisions of the Agreement (Form P-37) to reflect a $680,000.00 increase to the current price limitation of $1,574,140.00, which shall result in a Revised Price Limitation of $2,254,140.00.

**Exhibit B** – Payment Terms and Pricing is amended as follows:

1. Amend Section 8.2 Support and Maintenance fees – Professional Support and Maintenance Services – by deleting it and replacing it with the following:

| PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE | HOURS | RATE | TOTAL AMOUNT |
|---|---|---|---|
| Prepaid Support Block | 300 | 160/hr. | $48,000.00 |
| Total Initial Support and Maintenance Investment (2 Blocks) | | | $96,000.00 |
| | | | |
| Support and Maintenance Investment (2 Blocks—500 hour each)—Division of Sales, Marketing, Merchandising and Warehousing **(Amendment 2021)** | 1000 | 150/hr. | $150,000.00 |
| Support and Maintenance Further Investment (5 Blocks – 500 hours each) – Division of Sales, Marketing, Merchandising and Warehousing **(Amendment 2022)** | 2500 | 150/hr. | $375,000.00 |
| Support and Maintenance – First Extension (8 blocks – 500 hours each) | 4000 | 170/hr. | $680,000.00 |

Please note that as part of the amendment effective September 29, 2021, $189,540.00 was also included to support the Division of Enforcement, Licensing and Education.

Except as provided herein, all other provisions of the February 5, 2020 contract, the September 29, 2021 amendment, and the December 21, 2022 amendment, shall remain in full force and effect.

**CONTRACTING OFFICER FOR STATE AGENCY:**

5/16/2023

Joseph W. Mollica, Chairman
New Hampshire Liquor Commission

Date

**EVENICA CORPORATION**

05 / 12 / 2023

Mir Sadek Ali, Chief Executive Officer

Date

Contractor's Initials MSA
Date 05 / 12 / 2023

Doc ID: d82b86d0f267fecc18719b1eea54c5cd1db43f02

Approved for Form, Substance, and Execution

Michael Grandy
Assistant Attorney General
Attorney General's Office

Date May 16, 2023

Approved for Form, Substance and Execution

Matthew J. Fossum, Attorney
New Hampshire Liquor Commission

Date May 16, 2023

Contractor's Initials MSF
Date 05/12/2023

Doc ID: d82b86d0f267facc18719b1aea54c5cd1db43f02

DEC07'22 PM 3:52 RCVD

MLC

# New Hampshire Liquor Commission

50 Storrs Street
Concord, NH 03301
(603) 230-7015

64

Joseph W. Mollica
Chairman

Nicole Brassard Jordan
Deputy Commissioner

Christopher T. Sununu
Governor

December 6, 2022

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

## REQUESTED ACTION

Authorize the New Hampshire Liquor Commission (NHLC) to amend its current **sole source** contract with Evenica Corp (Evenica) (Vendor #304344), Burlington, Ontario, to complete design, development and deployment, and to provide follow-up support and maintenance of the Commission's Business to Consumer (B2C) and Business to Business (B2B) eCommerce environments, by increasing the contract by $375,000, from the original contract price of $1,199,140 to a total amount not to exceed $1,574,140. The original contract was approved by the Governor and Executive Council on February 2, 2020 (Item #28) and was adjusted by an amendment approved by the Governor and Council on October 13, 2021 (Item #57). Through this amendment, Evenica will complete and deploy additional eCommerce enhancements and support and maintenance services for the Division of Sales, Marketing, Merchandising and Warehousing, as well as other adjustments necessitated by anticipated consumer feedback when the new B2B environment is deployed. Effective upon Governor and Council approval through July 31, 2023. **Funding: 100% Liquor Funds.**

| State Fiscal Year | Co.-Activity-Acctg. Unit-Class Code | Class Title | Amount |
|---|---|---|---|
| 2023 | 02-77-77-771512-10300000-038 | Technology - Software | $375,000.00 |

## EXPLANATION

On February 5, 2020, the Governor and Council approved the NHLC's contract with Evenica to develop, deploy, and support the NHLC's B2B and B2C eCommerce environments, which are each components of the NHLC's larger NextGen project that will integrate the NHLC's business processes, from the retail stores and warehouse through back office financials and payroll, creating a unified system. Through the completion of these eCommerce environments, the NHLC will enable customers to complete online orders with direct-to-consumer shipping within New Hampshire. It will also afford the NHLC's licensees the ability to manage their accounts online and provide wine and spirits brokers with online inventory management and enhanced reporting tools.

As described with respect to the 2021 amendment, during the COVID-19 pandemic, the NHLC,

like all consumer-driven businesses, had to pivot priorities to better serve consumers and maximize profits. As a result, during 2020 the NHLC and Evenica accelerated the B2C deployment to rapidly establish and implement an online ordering system to allow curbside and in-store pickup options. Following a successful pilot period, the NHLC expanded curbside and in-store pickup to eighteen (18) NHLC outlet locations. That service has been further expanded to a total of twenty-seven (27) NHLC outlet locations as of the date of this letter.

Further, and as also noted in the 2021 amendment, due to the unforeseen immediacy of the pandemic-related need for the above-described consumer-driven programs, the NHLC utilized support hours at a rate that was unanticipated when the NHLC and Evenica entered into their current agreement for the deployment of the B2C environment. Furthermore, as a result of deploying these offerings on the timeline described, the NHLC received substantial feedback and direction from New Hampshire consumers on the system and its operation. This information resulted in the NHLC requiring changes to the system that had not been previously anticipated and which were, therefore, not included in prior program budgets.

With respect to the instant amendment, the NHLC seeks to further extend the work Evenica has undertaken. Since the time of the 2021 amendment, and beyond the scope of work anticipated for that amendment, Evenica has provided additional support for: NHLC off-site events; integration changes necessitated by adjustments in the broader NextGen project; and previously unanticipated cyber-security enhancements due to the identification of new fraud threats. In addition, based upon the experience from the deployment of the B2C environment in 2020 and 2021, NHLC anticipates that Evenica will need to provide additional support following the "go-live" of the B2B environment to respond to customer-driven concerns and requirements that may not be evident prior to deployment. Also, Evenica is working on further developments that will allow for the use of electronic gift cards, and it is providing additional support for the NHLC's Division of Enforcement to allow for increased integration of that division's requirements with the broader NextGen project. Lastly, the adjustments, enhancements, and extensions of support noted above have led to Evenica extending the hours of project management time devoted to the project.

Accordingly, as a result of the expanded requirements described, additional support hours are necessary to enable the NHLC to further develop the innovative eCommerce solutions intended by this contract. Given Evenica's current role as the sole developer of the NHLC's B2B and B2C eCommerce systems, and its successful system developments and deployments for the NHLC, continuing its role through this amendment is essential.

In conclusion, it is the position of the NHLC that this amendment is an opportune and pragmatic method of addressing both the opportunities and challenges described above. As such, I am respectfully requesting approval of the contract amendment with Evenica Corp.

Respectfully submitted,

Joseph W. Mollica
Chairman, Liquor Commission

**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*

December 5, 2022

Joseph W. Mollica
Chairman
New Hampshire State Liquor Commission
50 Storrs Street, P.O. Box 503
Concord, NH 03302-0503

Dear Chairman Mollica:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to amend a contract with Evenica Corp., of Burlington, Ontario, as described below and referenced as DoIT No. 2020-060B.

> The purpose of this amendment is for Evenica to provide follow-up support and maintenance of the Commission's Business to Consumer (B2C) and Business to Business (B2B) eCommerce environments. Evenica will continue to work on further developments that will allow for the use of electronic gift cards, and providing additional support for the NHLC's Division of Enforcement to allow for increased integration of that division's requirements with the broader NextGen project.
>
> The amendment increases the price limitation by $375,000, resulting in an amended price limitation of $1,574,140. This amendment shall be effective upon Governor and Council approval through July 31, 2023.

A copy of this letter should accompany the New Hampshire State Liquor Commission's submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/ik
DoIT # 2020-060B
cc: Michael Therrien, DoIT IT Manager

**STATE OF NEW HAMPSHIRE**
**LIQUOR COMMISSION**

**AMENDMENT TO AGREEMENT**

This Amendment to Agreement is made this 8th day of December 2022 between the New Hampshire Liquor Commission (hereinafter the "NHLC") and Evenica Corp (Vendor #304344), with a principal place of business at 3050 Harvester Road, Burlington, Ontario, L7N 3J1 (hereinafter the "Contractor").

WHEREAS the NHLC and Contractor entered into a sole source agreement approved by the Governor and Executive Council of the State of New Hampshire on February 5, 2020 ("the Agreement"), pursuant to which the Contractor is required to complete design, development and deployment, and provide follow-up support and maintenance of the NHLC's Business to Consumer (B2C) and Business to Business (B2B) eCommerce initiative.

WHEREAS on October 13, 2021, the Governor and Executive Council retroactively approved an amendment to the Agreement ("the Amendment") effective September 29, 2021 for an additional $339,540, pursuant to which the Contractor would complete design, development and deployment of system enhancements for the Division of Enforcement, Licensing and Education, and provide additional support and maintenance for the Division of Sales, Marketing, Merchandising and Warehousing.

WHEREAS the parties have determined that additional support and maintenance hours are required to ensure the successful continuation of the NHLC's B2C initiative and successful deployment and support for the NHLC's B2B initiative.

NOW THEREFORE, the NHLC and Contractor, in accordance with Section 18 of the General Provisions of the Agreement, mutually agree to amend their existing Agreement as follows:

**Form P-37 Agreement** – General Provisions is amended as follows:

1. Amend Section 1.8 of the General Provisions of the Agreement (Form P-37) to reflect a $375,000 increase to the current price limitation in this 2022 Amendment, which shall result in a Revised Price Limitation of $1,574,140.

**Exhibit B** – Payment Terms and Pricing is amended as follows:

1. Amend Section 8.2 Support and Maintenance fees – Professional Support and Maintenance Services – by deleting it and replacing it with the following:

| PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE | HOURS | RATE | TOTAL AMOUNT |
|---|---|---|---|
| Prepaid Support Block | 300 | 160/hr. | $48,000.00 |
| Total Initial Support and Maintenance Investment (2 Blocks) | | | $96,000.00 |
| | | | |

Contractor's Initials MSH
Date 12/06/2022

Doc ID: fde967b7f1bdd4a70c2fcc13cbe60157b002f4a

| | | | |
|---|---|---|---|
| Support and Maintenance Investment (2 Blocks—500 hour each)—Division of Sales, Marketing, Merchandising and Warehousing (Amendment 2021) | 1000 | 150/hr. | $150,000.00 |
| Support and Maintenance Further Investment (5 Blocks – 500 hours each) – Division of Sales, Marketing, Merchandising and Warehousing (Amendment 2022) | 2500 | 150/hr. | $375,000.00 |

Please note that as part of the amendment approved September 29, 2021, $189,540.00 was also included to support the Division of Enforcement, Licensing and Education.

Except as provided herein, all other provisions of the February 5, 2020 contract, and the September 29, 2021 amendment, shall remain in full force and effect.

**CONTRACTING OFFICER FOR STATE AGENCY:**

12/7/2022

Joseph W. Mollica, Chairman
New Hampshire Liquor Commission

Date

**EVENICA CORPORATION**

12 / 06 / 2022

Mir Sadek Ali, Chief Executive Officer

Date

Approved for Form, Substance, and Execution

December 6, 2022

~~Tahlemina Rahimatova~~ Michael R. Grandy
Assistant Attorney General
Attorney General's Office

Date

Approved for Form, Substance and Execution

12/6/2022

Matthew J. Fossum, Attorney
New Hampshire Liquor Commission

Date

Contractor's Initials MSA
Date ~~12 / 06~~ / 2022

Doc ID: fde987bf7f1bdd4a70c2fcc13cbe60157b0021f4a

57 mlc

SEP15'21 PM 3:15 RCVD


**New Hampshire Liquor Commission**

50 Storrs Street
Concord, NH 03301
(603) 230-7015

Joseph W. Mollica
Chairman

Nicole Brassard Jordan
Deputy Commissioner

Christopher T. Sununu
Governor


September 14, 2021

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

## REQUESTED ACTION

Authorize the New Hampshire Liquor Commission (NHLC) to amend its current sole source contract with Evenica Corp (Evenica) (Vendor #304344), Burlington, Ontario, to complete design, development and deployment, and to provide follow-up support and maintenance of the Commission's Business to Consumer (B2C) and Business to Business (B2B) eCommerce environments. The original contract was approved by the Governor and Executive Council on February 5, 2020 (Item #28). Through the amendment, Evenica will create a platform for the Division of Enforcement and Licensing's B2B environment. The amendment will also provide additional eCommerce enhancements and support and maintenance services for the Division of Sales, Marketing, Merchandising and Warehousing.

The amendment increases the contract price limitation by $339,540, resulting in an amended price limitation of $1,199.140. This amendment shall be effective upon Governor and Council approval through July 31, 2023. Funding: 100% Liquor Funds.

| State Fiscal Year | Co.-Activity-Acctg. Unit-Class Code | Class Title | Amount |
|---|---|---|---|
| 2022 | 02-77-77-770030-93270000-034 | Capital Projects | $339,540.00 |

## EXPLANATION

On February 5, 2020, the Governor and Executive Council approved the NHLC's contract with Evenica to develop, deploy and support the NHLC's B2B and B2C eCommerce environments, which are each components of the NHLC's larger NextGen project that will integrate the NHLC's business processes, from the retail stores and warehouse through back office financials and payroll, creating a unified system. Through the completion of these eCommerce environments, the NHLC will acquire the capability to enable customers to complete online orders with direct-to-consumer shipping within New Hampshire. It will also afford the NHLC's licensees the ability to manage their accounts online and provide wine and spirits brokers with online inventory management and enhanced reporting tools.

The initial contract and this amendment are sole source because Evenica, previously a

subcontractor of a former NHLC vendor, had proven itself to be a diligent and responsive partner, bringing value-added consulting and guidance on best practices for beverage distribution solutions. Evenica has a thorough understanding of the NHLC needs and business processes to take the eCommerce functionality to completion. Evenica is also an internationally recognized expert in eCommerce and systems integration. Since 2009, Evenica has developed expertise in eCommerce solutions for alcohol beverage distribution, working with clients including: the State of Ohio, Division of Liquor Control; Horizon Beverage, providing alcohol distribution, sales and marketing services throughout New England; Young's Market Company, a leader in wholesale and distribution of alcohol beverages in the western United States; and Alcanna, Canada's premier retailer of wine, spirits, beer and cannabis.

Since the start of the COVID-19 pandemic, the NHLC, like all consumer-driven businesses, had to pivot priorities to better serve consumers and maximize profits. In 2020, the NHLC and Evenica rapidly implemented an online ordering system to allow curbside and in-store pickup options. Following a successful pilot period, the NHLC expanded curbside and in-store pickup to eighteen (18) NHLC outlet locations. Due to the unforeseen immediacy of the pandemic-related need for these consumer-driven programs, the NHLC has utilized support hours at a rate that was unanticipated when the NHLC and Evenica entered into their current agreement. Because the NHLC seeks to continue these programs, and develop new, cost-effective and successful programs with Evenica's assistance, the additional support hours for the Division of Sales, Marketing, Merchandising, and Warehousing are necessary to enable the NHLC to further develop innovative eCommerce solutions.

Additionally, the NHLC's Division of Enforcement and Licensing, in response to audit recommendations and statute and rule changes, seeks to work with Evenica to proactively develop a new B2B eCommerce environment that will streamline, simplify, and validate its licensing-related processes for both wholesalers and manufactures. The planned B2B development will also simplify licensee tax declarations, and reconcile and validate direct shipping data. Finally, the Division's B2B platform will integrate with the other eCommerce components of the NHLC's NextGen project. Given Evenica's current role as the sole developer of the NHLC's B2B and B2C eCommerce systems, and its successful system developments and deployments for the NHLC, the current amendment will allow for efficient and successful development of a B2B environment for the Division of Enforcement and Licensing.

In conclusion, it is the position of the NHLC that this amendment is an opportune and pragmatic method of addressing both the opportunities and challenges described above. As such, I am respectfully requesting approval of the contract amendment with Evenica Corp.

Respectfully submitted,

Joseph M. Mollica,
Chairman, Liquor Commission

# 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 13, 2021

Joseph W. Mollica
Chairman
New Hampshire State Liquor Commission
50 Storrs Street, P.O. Box 503
Concord, NH 03302-0503

Dear Chairman Mollica:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Evenica Corp., of Burlington, Ontario, as described below and referenced as DoIT No. 2020-060A.

The purpose of this amendment is to complete the design, development and deployment, and to provide follow-up support and maintenance of the Commission's Business to Consumer (B2C) and Business to Business (B2B) eCommerce environments. Through the amendment, Evenica will create a platform for the Division of Enforcement and Licensing's B2B environment. The amendment will also provide additional eCommerce enhancements and support and maintenance services for the Division of Sales, Marketing, Merchandising and Warehousing.

The amendment increases the price limitation by $339,540, resulting in an amended price limitation of $1,199,140. This amendment shall be effective upon Governor and Council approval through July 31, 2023.

A copy of this letter should accompany the New Hampshire State Liquor Commission's submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/ik
DoIT # 2020-060a
cc: Jessica Co, DoIT

**STATE OF NEW HAMPSHIRE**
**LIQUOR COMMISSION**

**AMENDMENT TO AGREEMENT**

This Amendment to Agreement is made this 14th day of September, 2021 between the New Hampshire Liquor Commission (hereinafter the "NHLC") and Evenica Corp (Vendor #304344), with a principal place of business at 3050 Harvester Road, Burlington, Ontario, L7N 3J1 (hereinafter the "Contractor").

WHEREAS the NHLC and Contractor entered into a sole source agreement approved by the Governor and Executive Council of the State of New Hampshire on February 5, 2020 ("the Agreement"), pursuant to which the Contractor is required to complete design, development and deployment, and provide follow-up support and maintenance of the NHLC's Business to Consumer (B2C) and Business to Business (B2B) eCommerce initiative.

WHEREAS the scope of work for design, development, and deployment of the NHLC's B2B contained in the initial February 5, 2020 agreement requires adjustment to effectuate system enhancements for the Division of Enforcement and Licensing; and Support and Maintenance investments for the Division of Sales, Marketing, Merchandising and Warehousing.

NOW THEREFORE, the NHLC and Contractor, in accordance with Section 18 of the General Provisions of the Agreement, mutually agree to amend their existing Agreement as follows:

**Form P-37 Agreement – General Provisions is amended as follows:**

1. Amend Section 1.8 of the General Provisions of the Agreement (Form P-37) to reflect a $339,540 increase to the current price limitation, which shall result in a Revised Price Limitation of $1,199,140.

**Exhibit A– Scope of Services is amended as follows:**

1. Amend Section 3, Definitions, to add the definition of the term **"Manufacturer"** as follows:

   "Manufacturer" shall include beverage manufacturer, beverage vendor, brewpub, and nano-brewery.

2. **Add Exhibit A3 – Division of Enforcement and Licensing Enhancements for Business to Business (B2B)**

Contractor's Initials MSH
Date 09/10/2021

# Evenica

NHLC Enforcement Enhancement for B2B

# Wholesalers & Manufacturers Process (WMP)

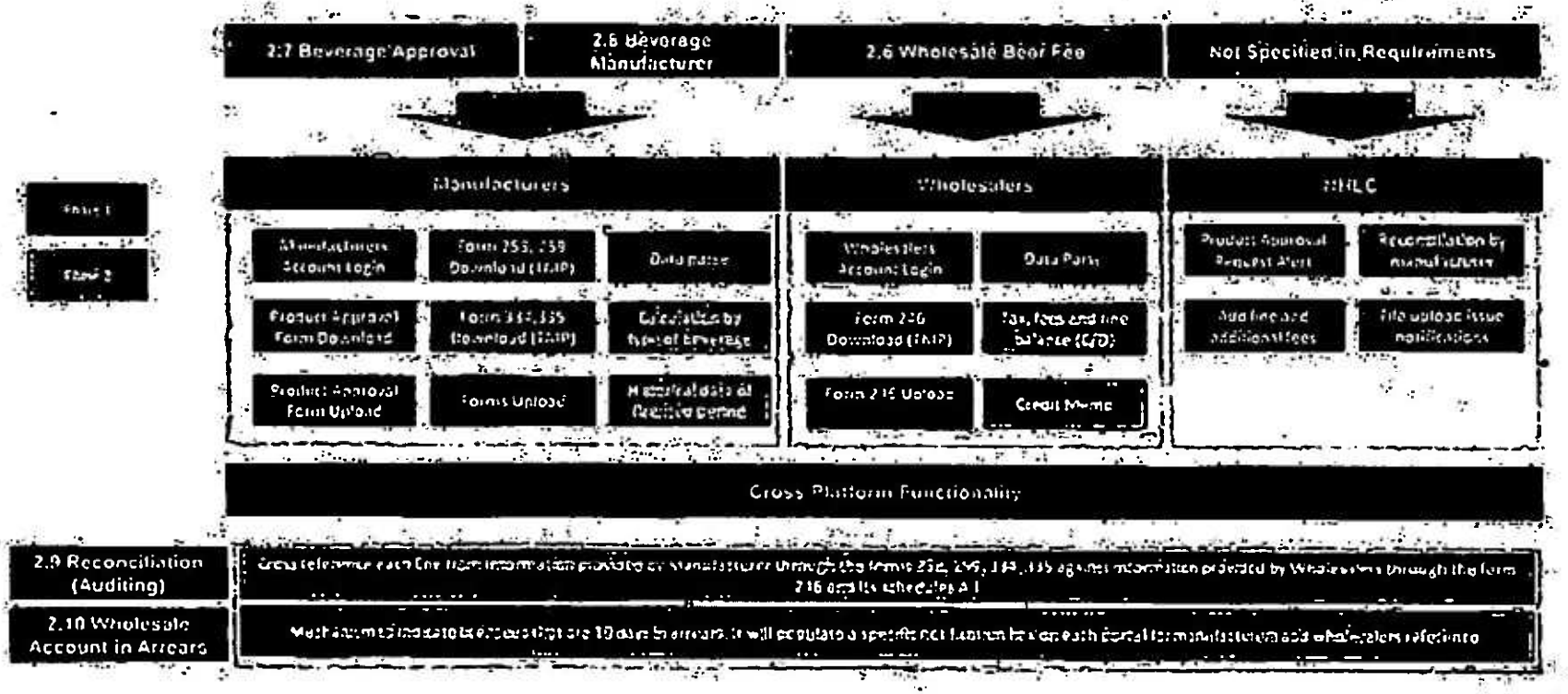
## NHLC Enforcement Enhancement Wholesalers & Manufacturers Process Business Needs

- **Goal:** Identify and audit gallonage of the transactions between wholesalers and manufacturers cross referencing the information provided by both.
- **Input:** Wholesalers and manufacturers transaction reports through the portal interface.
- **Validation Process:** Cross reference reports provided by wholesalers and manufacturers schedules and provide a report to State with the inconsistent information.
- **Output:** Update D365 with the gallonage and create AR record for payment.

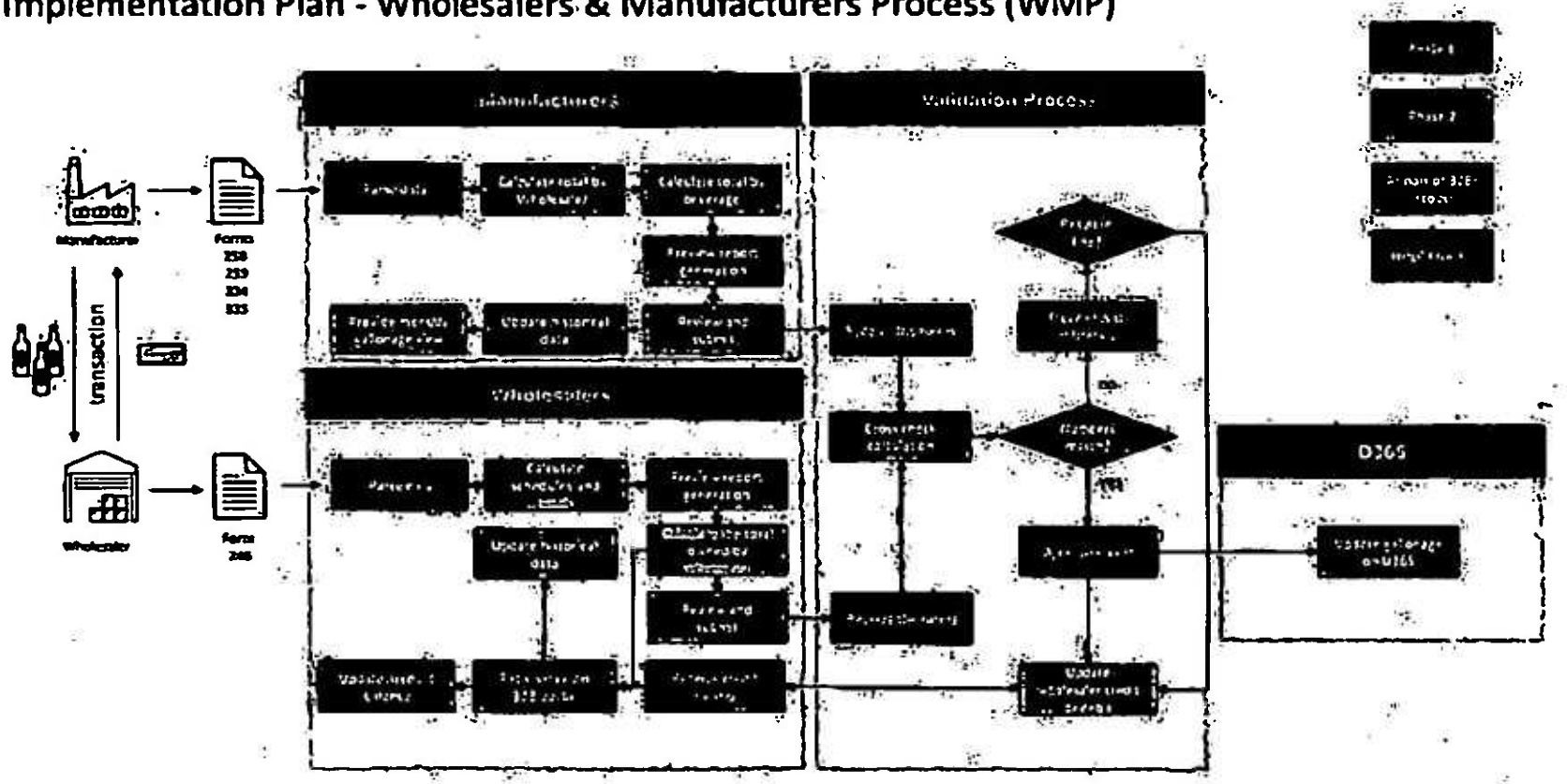
# NHLC Enforcement Enhancement - Wholesalers & Manufacturers Process (WMP) Business Needs

| | 2.6 Wholesale Beer Fee | 2.7 Beverage Approval | 2.8 Beverage Manufacturer | 2.9 Reconciliation (Auditing) | 2.10 Wholesale Account in Arrears |
|---|---|---|---|---|---|
| Description | Portal to upload and parse information of uploaded file and display monthly fee to wholesaler. | Portal where manufactures can upload the Product Approval forms for Commission to review and approve products. | Portal for manufacturers to upload documents to confirm monthly gallonage based on Form 246 and schedules A-I. | Reconciliation mechanism to cross reference the information provided by wholesaler and manufacturer. | Impeditive mechanism that prevents licensees from purchasing from wholesalers and manufacturers while settling their accounts. |
| Solution Type | Interface | Interface | Interface | Functionality | Functionality |
| Requirements | • Upload and parse information from Form 246 and its Schedules A-I<br>• Perform calculations to determine monthly fee.<br>• Calculation view.<br>• Credit memo including additional line and fees.<br>• Payment of wholesale beer fee is included on the original project (B2B+) | • Upload Product Approval Form for State to validate product information<br>• Upload (attach) required supporting documentation.<br>• Form required to have area to be held by commission for review and approval.<br>• Notification to manufacturer:<br>  • Automated notification if approved.<br>  • Automated notification if denied.<br>  • Manual notification if additional information is required.<br>• If approved, information is to be integrated into D365. | • Upload and parse information from Forms 235, 236, 334, and 335.<br>• Calculate total number of gallons.<br>• Perform calculation.<br>• Provide historical data of monthly gallonage for that licensed period.<br>• Information to be integrated into D365 if report is approved. | • Cross reference each corresponding line of the Wholesaler's Schedule A and C against each line of the Manufacturer Forms 235 & 334.<br>• Verify that columns on Schedule A-I total correctly.<br>• Verify that Schedule A-I match amounts on form 246.<br>• Verify all columns on form 246 total correctly and correctly calculate amount due.<br>• System provides a report of reconciliation (for example – wrong beginning inventory from previous month, wrong gallonage factors, mismatches across forms, incorrect totals, etc.) | • Allow wholesalers and manufacturers to add retailer (on-premise or off-premise licensee) that is more than 10 days in arrears to the list.<br>• Allow wholesalers and manufacturers to remove a retailer from the list.<br>• Allow Commission the administrative function to add or remove a retailer to/from the list.<br>• A period to be visible to the wholesalers and manufacturers to see the retailers on the list without any financial information. A wholesaler or manufacturer may only see the financial information of what they reported overdue.<br>• This system should not affect the Commission's ability to sell to retailers.<br>• Notification system to wholesaler, manufacturers and all enforcement personnel. |

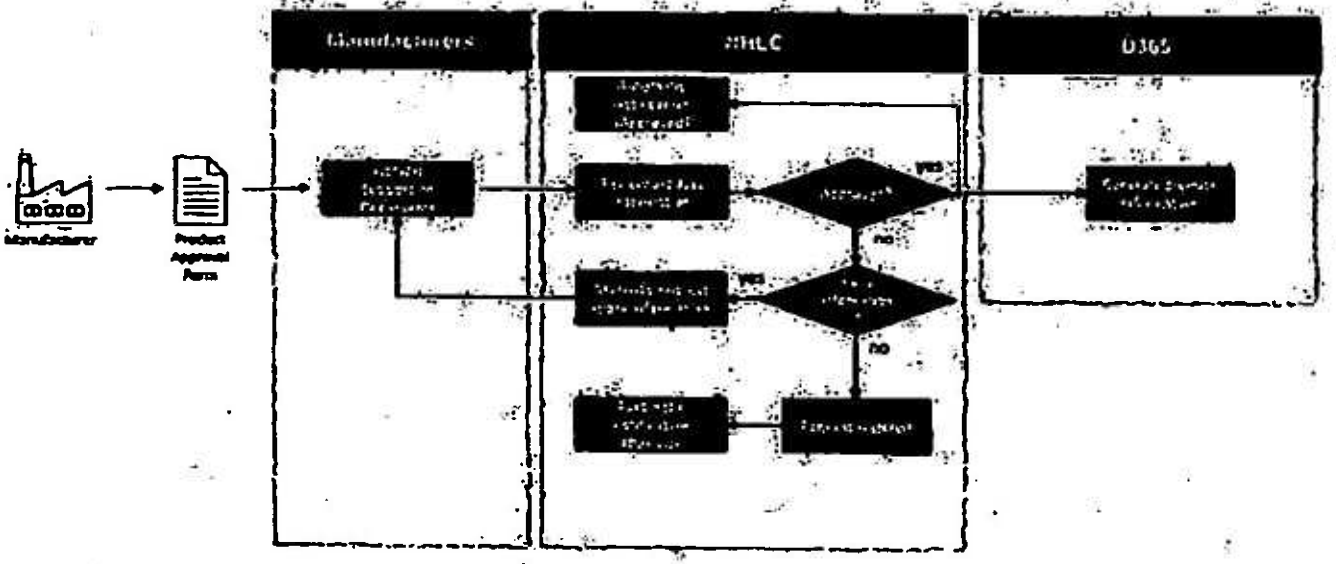
# Enforcement Enhancement Solution - Wholesalers & Manufacturers Process (WMP)



# Implementation Plan - Wholesalers & Manufacturers Process (WMP)



## Implementation Plan – Beverage Approval Process



## General Assumptions - Wholesalers & Manufacturers Process (WMP)

### Forms

- Forms being submitted by the manufacturers and wholesalers will be managed by NHLC. Any changes to these forms may require additional effort to update the import processes.

### Calculation and Cross Reference Check

- Any changes that are made to the data or data types that affect how results are calculated/reconciled will be considered a change and will result in a change order.

### Payment

- Payment will be made via the B2B portal, leveraging the payment engine being used by B2B.

# Project Breakdown – Phase 1

**Application**

- Base Configuration
- Multi-portal account management
- Notifications
- File upload enablement (data parse)
- Cross reference data model design

**Manufacturers Interface**

- Manufacturers portal interface
- Product creation process development
- Arrears process development

**Wholesalers Interface**

- Wholesalers portal interface
- Reports / Balance / Invoice configuration

**GBLC Interface**

- Arrears list panel configuration
- Product approval process development
- Gallonage integration

| Development Activities | Hours |
|---|---|
| Technical Design | 20 |
| Base Deployment | 56 |
| Interface Configuration | 56 |
| Back-end Development | 24 |
| Reports and Reconciliation | 280 |
| Sub-Total | 436 |
| **Project Activities** | **Hours** |
| PM and BA | 60 |
| Communication | 25 |
| QA | 30 |
| UAT | 20 |
| Deployments | 20 |
| Sub-Total | 155 |
| Total | 591 |

| Resource | Hours |
|---|---|
| Project Manager | 64 |
| Business Analyst | 38 |
| Developer | 343 |
| Solution Architect | 105 |
| Quality Assurance | 46 |
| Total | 596 |

evenica

# Implementation Plan – Phase 1

**Application**

- Base Configuration
- Multi-portal account management
- Notifications
- File upload enablement (data parse)
- Cross reference data model design

**Manufacturers Interface**

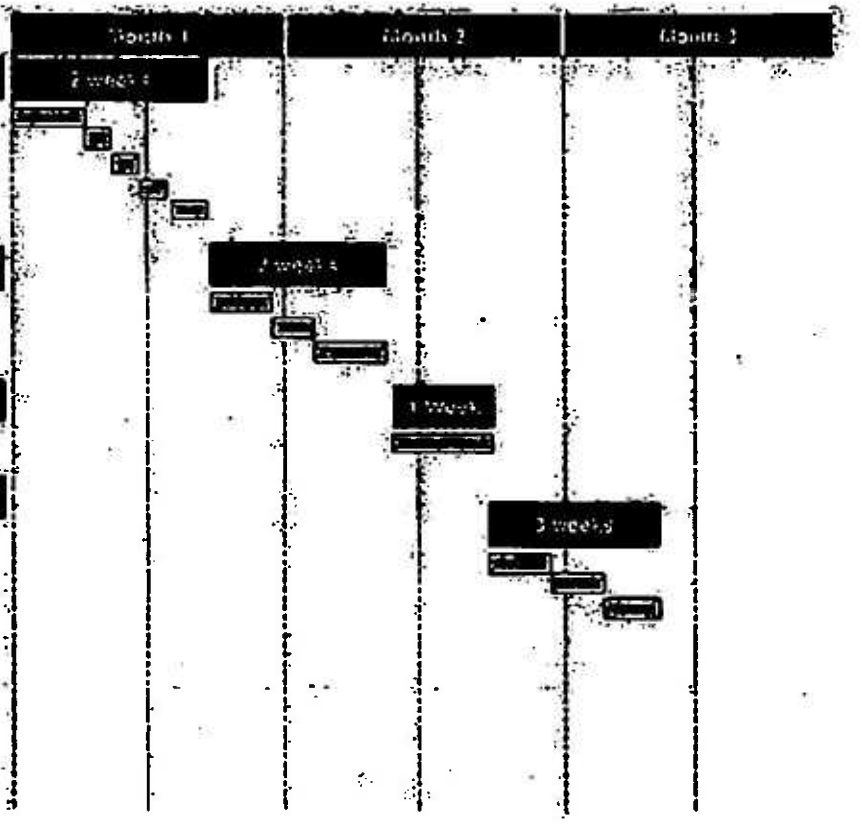
- Manufacturers portal interface
- Product creation process development
- Arrears process development

**Wholesalers Interface**

- Wholesalers portal interface

**DHLC Portal**

- Arrears List panel configuration
- Product approval process development
- Gallonage integration



# Project Breakdown – Phase 2

**Application**

- Power BI Enablement
  - Reconciliation process
  - Calculate beverage by type.
  - Historical data by licensed period
  - Tax balance
  - Credit memo

**Manufacturers Interface**

- Calculate by type of beverage
- Historical data by licensed period

**Wholesalers Interface**

- Tax fee balance
- Credit memo

**DHLC Interface**

- Reconciliation process

| Development Activities | Hours |
|---|---|
| Technical Design | 15 |
| Interface Configuration | 28 |
| Back-end Development | 40 |
| Reports and Reconciliation | 80 |
| Sub-Total | 163 |

| Project Activities | Hours |
|---|---|
| PM and BA | 40 |
| Communication | 12 |
| QA | 20 |
| UAT | 20 |
| Deployments | 6 |
| Sub-Total | 98 |
| Total | 259 |

| Resource | Hours |
|---|---|
| Project Manager | 38 |
| Business Analyst | 28 |
| Developer | 154 |
| Solution Architect | 13 |
| Quality Assurance | 26 |
| Total | 259 |

# Implementation Plan – Phase 2

**Application**

- Power BI Enablement
  - Reconciliation process
  - Calculate beverage by type.
  - Historical data by licensed period
  - Tax balance
  - Credit memo

**Manufacturers Interface**

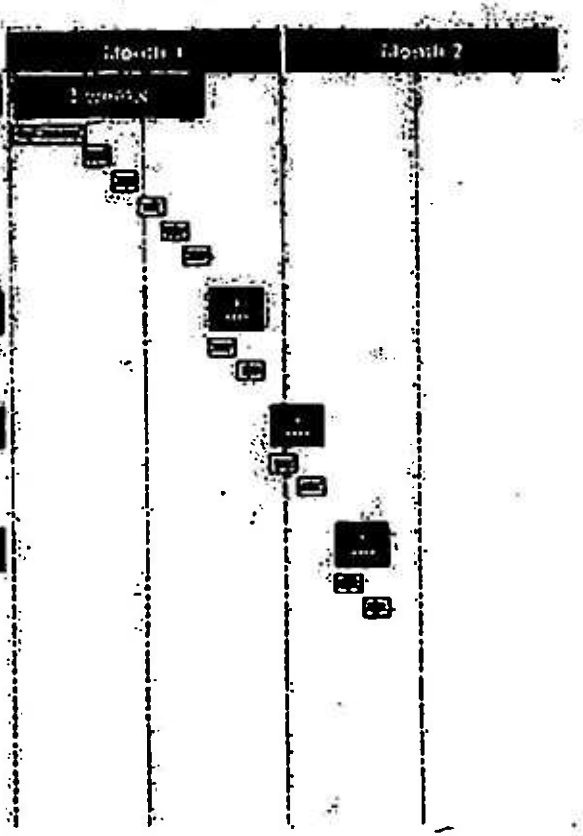
- Calculate by type of beverage
- Historical data by licensed period

**Wholesalers Interface**

- Tax fee balance
- Credit memo

**DHLC Interface**

- Reconciliation process



# Investment Summary - Wholesalers & Manufacturers Process (WMP)

**Enforcement WMP Phase 1**

- Simplified submittal interface for wholesalers and manufacturers to upload their forms, replacing e-mail and other less efficient mechanisms.
- Streamlining NHLC Enforcement processes for more efficient work.

Enforcement Application

**Enforcement WMP Phase 1**

Enhanced control over manufacturers and wholesalers transactions.

~~$110,815~~

for

**$80,865**

Invoice Milestones :

- Kick-off - $16,173
- Design and Plan - $16,173
- Development - $16,173
- UAT - $16,173
- Go-live Ready - $16,173

Includes:

- Manufacturers interface
- Wholesalers interface
- State interface

Project timeframe:

- From 8 to 10 weeks

# Investment Summary - Wholesalers & Manufacturers Process (WMP)

**Enforcement WMP Phase 2**

- Power BI enablement and reports for manufacturers and wholesalers:
  - Reconciliation process
  - Calculate beverage by type
  - Historical data by licensed period
  - Tax balance
  - Credit memo

Enforcement Application

**Enforcement WMP Phase 2**

Enhanced control over manufacturers and wholesalers transactions.

~~$47,915~~

for

$34,965

**Invoice Milestones :**

- Kick-off - $6,993
- Design and Plan - $6,993
- Development - $6,993
- UAT - $6,993
- Go-live Ready - $6,993

**Includes:**

- Power BI enablement and respective reports for reconciliation

**Project timeframe:**

- From 5 to 7 weeks

# Simplified Tax Declaration

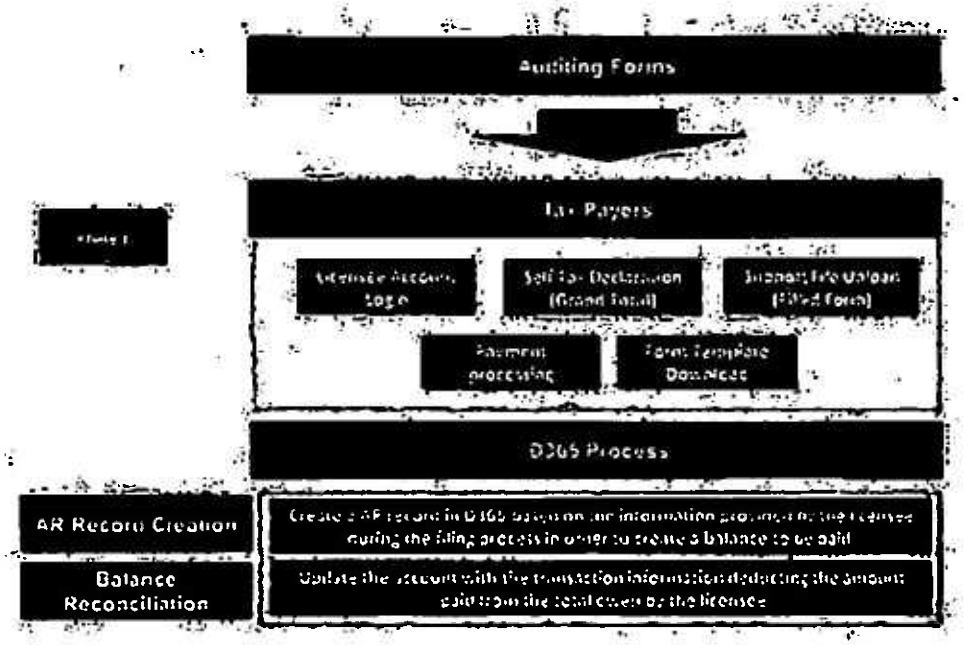
## NHLC Enforcement Enhancement Simplified Tax Declaration Business Needs

- **Goal:** Simplified way for specific licensees to declare what they owe to state without any data validation.
- **Input:** Licensees (manufacturers, brewpub, nano-brewery, liquor manufacturer, rectifiers, wine manufacturers, retail outlets) are to upload the report and supporting information, and provide the grand total they owe to the State.
- **Validation Process:** No validation process, files will be uploaded to a repository State can access for auditing.
- **Output:** Calculation of amount owed by licensee, and payment capturing of amount owed.

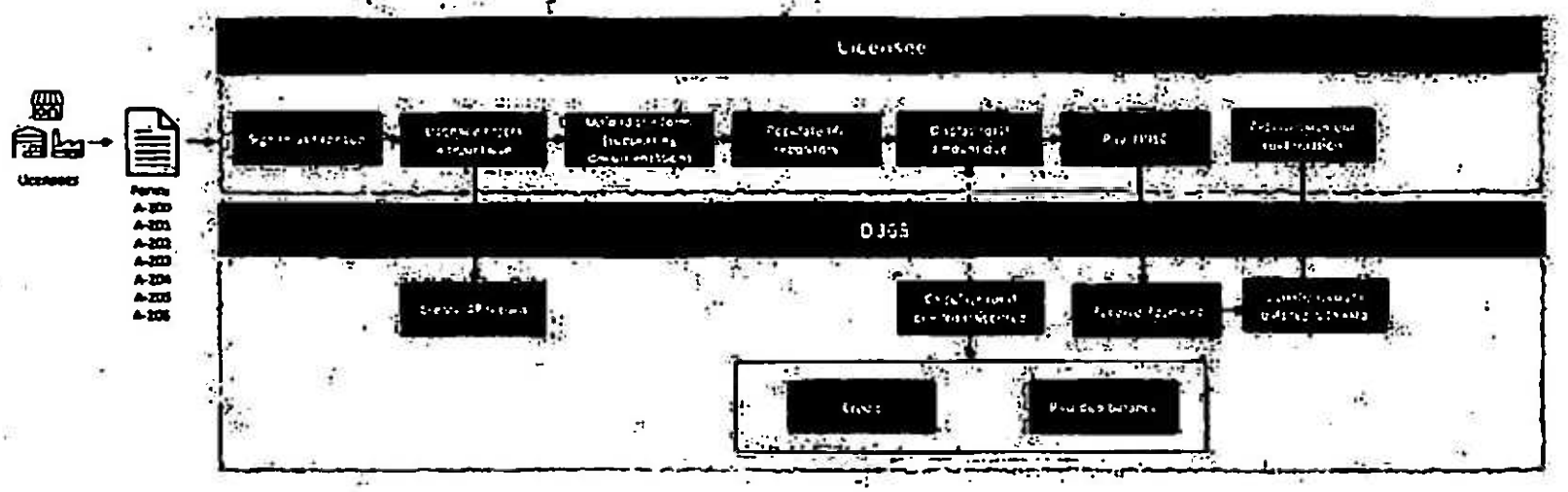
# NHLC Enforcement Enhancement Simplified Tax Declaration Business Needs

| | Auditing Forms |
|---|---|
| Description | Interface where licensees can declare the grand total they owe to state and upload the report to support the provided information and proceed with the payment of the total they owe without any data validation (verification is made through physical site audits). |
| Solution Type | Interface |
| Requirements | • Log in as licensee.<br>• Declare the grand total as stated on required report.<br>• Generate a AR records in D365.<br>• Upload the file to support the process (reconciliation and data parse not required).<br>• Return the total that the licensee must pay based on the AR update.<br>• Licensee must have ways to pay amount due online. |

# Enforcement Enhancement Solution – Simplified Tax Declaration



# Implementation Plan – Simplified Tax Declaration




evenica



Microsoft

## General Assumptions – Simplified Tax Declaration

### Forms

- Forms will be uploaded as supporting documentation only, no reconciliation of information is being captured systematically.

### Data validation

- For the Auditing Forms, reconciliation and validation is not required, the process and payment record generation will rely on the information provided by the licensee. The total due will be based on the account balance record sent from D365.

### Account Balance & Payment

- Total to be paid will be based on the most recent account balance for licensee in D365 (account level) including the AR record generated in this process.
- Payment will be made leveraging the payment engine being used by B2B.

# Project Breakdown – Simplified Tax Declaration

**Licensee (Simplified Tax Declaration)**

- Licensee login
- Tax declaration process (field to D365)
- File upload interface
- Repository configuration
- Payment engine configuration
- Transaction confirmation

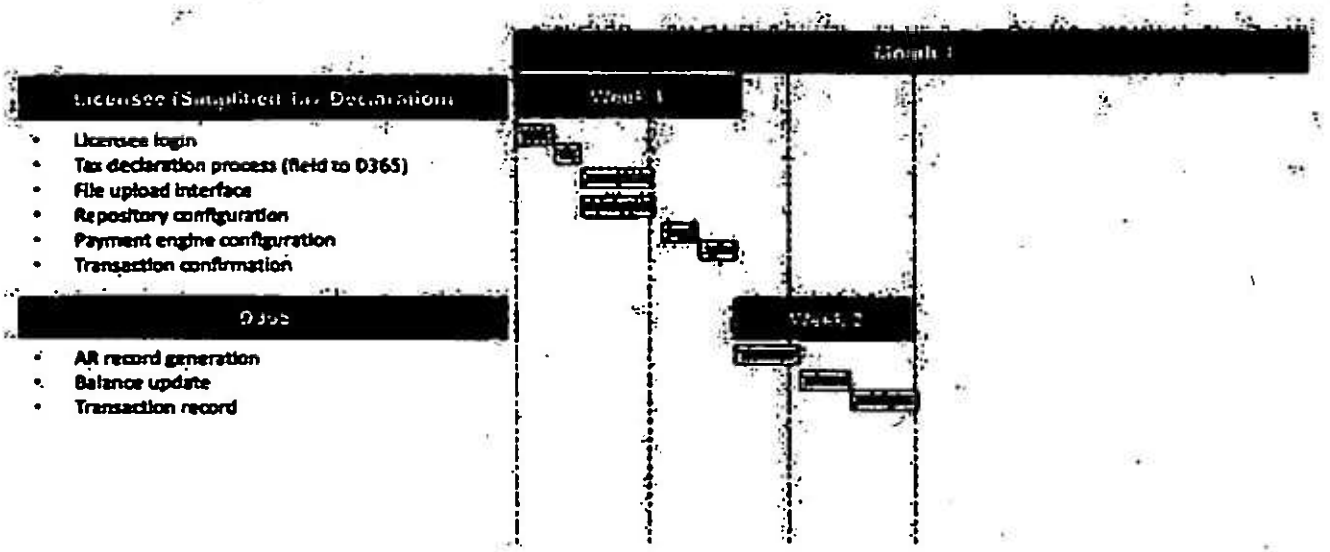
**D365**

- AR record generation
- Balance update
- Transaction record

| [illegible] | [illegible] |
|---|---|
| Technical Design | 8 |
| Interface Configuration | 32 |
| Backend Development | 72 |
| Sub-Total | 112 |
| [illegible] | [illegible] |
| PM and BA | 20 |
| Consolidation | 6 |
| SIT | 16 |
| UAT | 8 |
| Deployment | 8 |
| Sub-Total | 58 |
| Total | 170 |

| [illegible] | [illegible] |
|---|---|
| Project Manager | 16 |
| Business Analyst | 12 |
| Developer | 120 |
| Solution Architect | 12 |
| Quality Assurance | 10 |
| Total | 170 |

# Implementation Plan – Simplified Tax Declaration



# Investment Summary – Simplified Tax Declaration

**Enforcement Simplified Tax Declaration**

- Interface for licensee to enter the total amount owed and upload the file composed by:
  - Licensee initial interface with open field.
  - D365 AR record creation
  - Pull over the total account balance to be paid within the transaction from D365.
  - Update licensee record in D365
- Payment interface leveraging existing payment engine.

Enforcement Application

**Simplified Tax Declaration**

Simplified interface for tax declaration and payment

~~$31,450~~

for

$22,950

Invoice Milestones :

- Kick-off - $4,590
- Design and Plan - $4,590
- Development - $4,590
- UAT - $4,590
- Go-live Ready - $4,590

Includes:

- Simplified interface for licensee to insert grand total owned to state, upload support files and pay.

Project timeframe:

- From 2 to 3 weeks

# Direct Shippers Reconciliation

## NHLC Enforcement Enhancement Direct Shipping Reconciliation Business Needs

- **Goal:** Identify and audit Direct Shipments performed by licensed direct shippers, cross referencing with the report provided by the Authorized Shipping Companies (FedEx; FedEx Ground and UPS) indicating missed tracking numbers for State to audit. In addition, there is a Pack and Ship Company that perform shipments on behalf of Licensees and its' reports indicate license numbers and expiration data.

- **Input 1 :** Reports provided by direct shippers and reports provided by authorized shipping companies

- **Input 2 :** Pack and Ship Company reports indicating licensees on behalf of whom they have performed shipments.

- **Validation Process 1:** Cross-refence tracking numbers between both reports and create anomaly report in case there are inconsistencies in the data.

- **Validation Process 2:** Cross-reference licensee data provided by Pack and Ship Company report and compare with MLO data.

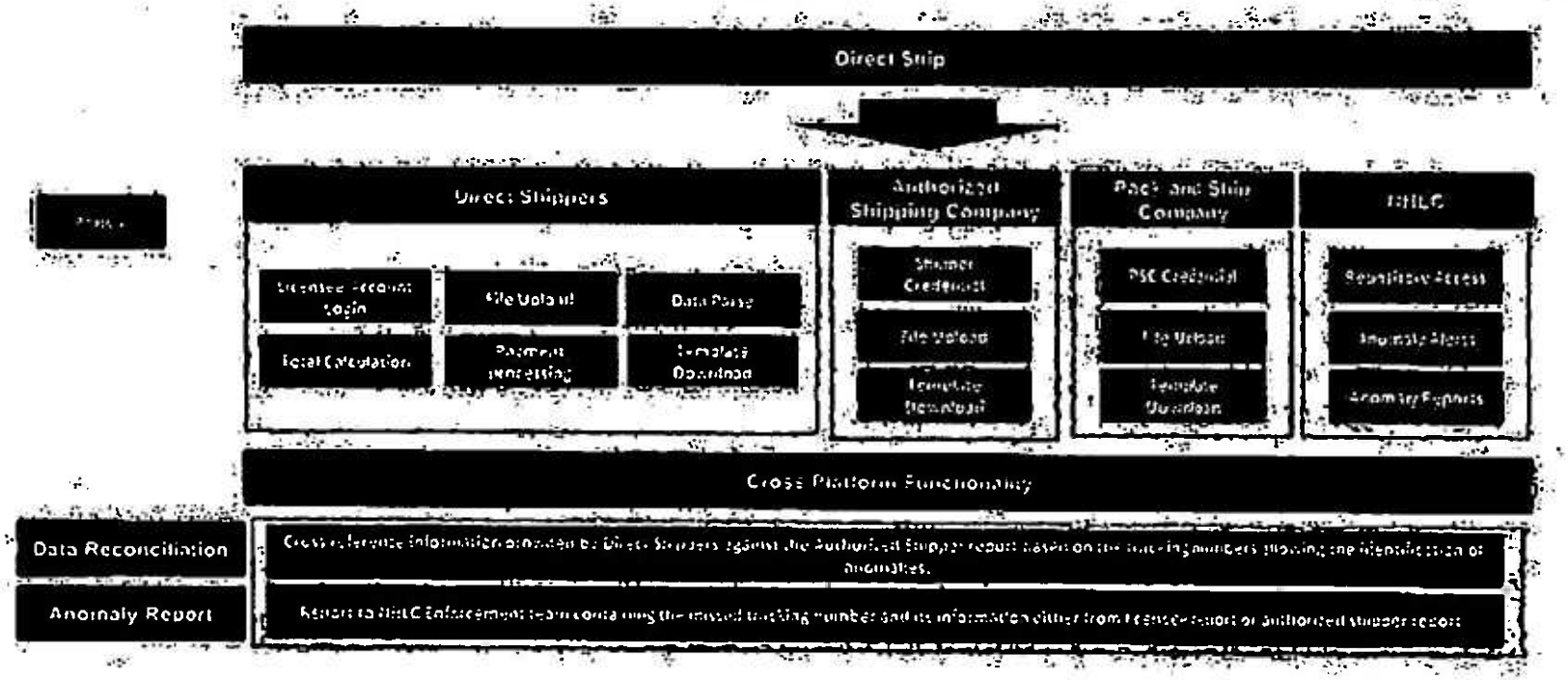
- **Output:** Anomaly report and creation of AR record for payment.

# NHLC Enforcement Enhancement - Direct Shipping Reconciliation Business Needs

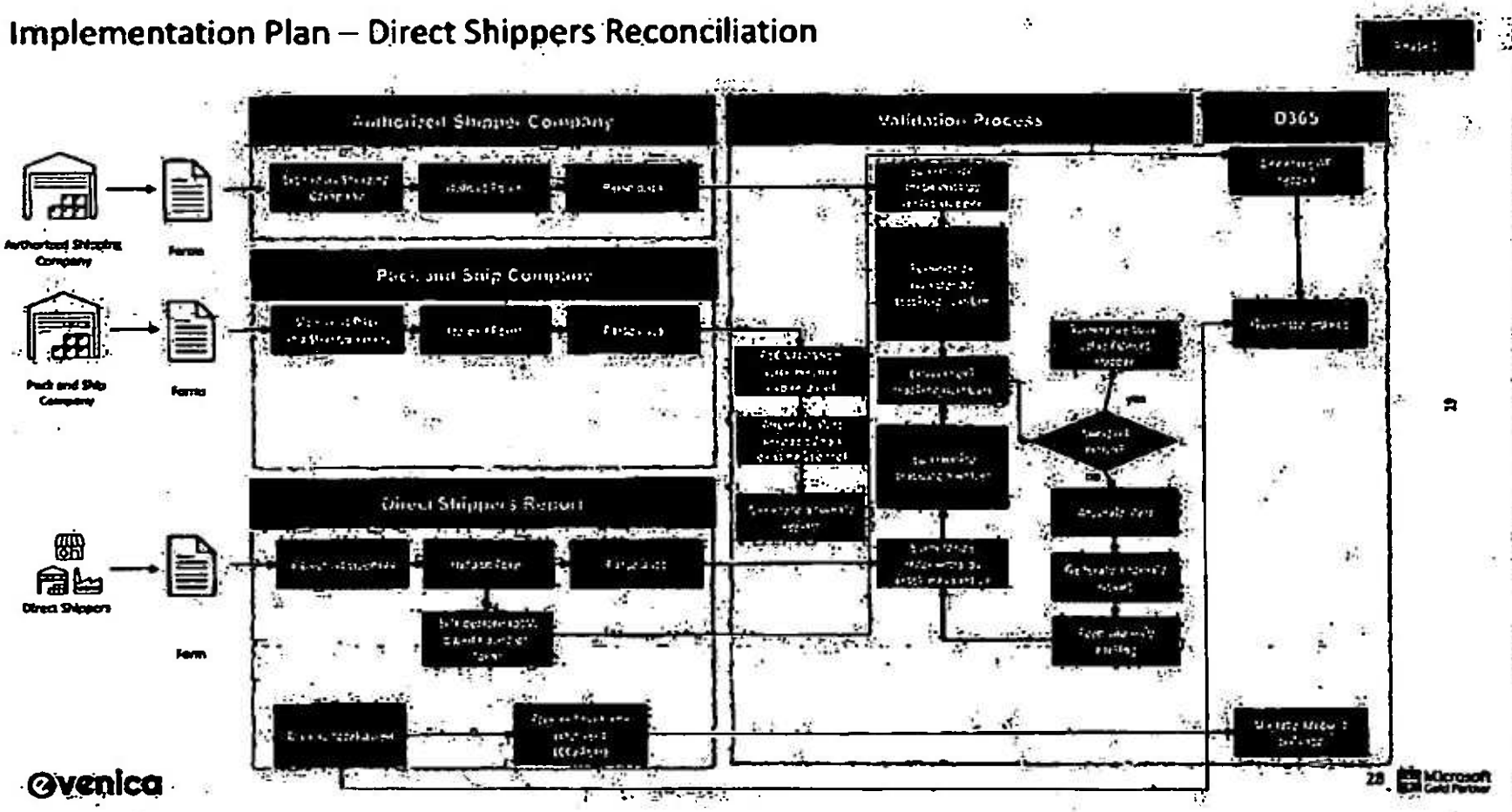
| | Direct Shipping |
|---|---|
| Description | Interface where NHLC-licensed direct shippers declare the total orders they directly shipped to end consumers within the State to be reconciled with the data obtained through the report provided by the authorized shipping companies (FedEx, FedEx Ground and UPS). |
| Solution Type | Interface |
| Requirements | Direct Shippers:<br>• Interface to upload an Excel/csv file with all shipments they made within the previous month with all the required data. (1 report per direct shipper)<br>• Direct shippers may file an addendum file for up to 12 months. This would have a clearly written message to the user stating that the new upload will be adding to the previous data for the specified month.<br>• The ability to pay in B2B+.<br>• Data parse and validation using tracking number as a reference.<br>Authorized Carrier Report:<br>• Interface with the system to upload an Excel/csv file with all the packages delivered in NH to be cross-referenced against the direct shipper reports.<br>Pack and Ship Company (Fulfillment House)<br>• Interface (with limited login for non-licensed B2B+ individuals) to upload an Excel/csv file with all the packages shipped in NH on behalf of direct shippers.<br>• NLO data is used to identify whether a direct shipper's license is active, expired, or non-existing. From this identification, a report is sent to both the Enforcement team and the fulfillment house which originally uploaded the data.<br>• Security – Limit access for Pack and Ship Companies to only the shown information.<br>Reconciliation 1 – Tracking numbers<br>• Cross-reference tracking numbers between direct shippers and authorized shipping companies to identify unreported shipments.<br>• System provides a report of anomalies.<br>Reconciliation 2 – License Validation<br>• Cross-reference information provided by the Pack and Ship Company (Fulfillment House) with NLO data to identify active licenses, expired licenses or non-existing licenses.<br>• System provides a report of anomalies. |

21

# Enforcement Enhancement Solution – Direct Shippers Reconciliation



# Implementation Plan – Direct Shippers Reconciliation




venica



Microsoft Gold Partner

## General Assumptions – Direct Shippers Reconciliation

### Forms

- Forms being submitted by the licensees will be managed by NHLC. Any changes to these forms may require additional effort to update the imports processes.

### Data validation and reconciliation

- For Direct Shippers Reconciliation, the data validation and reconciliation will follow the rules below:
  - Tracking number to be used for cross referencing.
  - Comparison will happen based on the liters reported by the direct shipper against the weight provided by the authorized shipping company using a calculation of 2.2 pounds per liter to convert liter to weight.
- NHLC will define a range of acceptance as the weight informed by the authorized shipping company includes package.

### Payment

- Payment will be made leveraging the payment engine being used by B2B.

# Project Breakdown – Direct Shippers Reconciliation

**Authorized Shipping Company**

- Authorized shipping company login
- File upload interface

**Direct Shipper**

- Licensee login
- File upload interface

**Cross Platform Functionality**

- Data parse
- Reconciliation
- Anomaly alert
- Anomaly report (missed shipments)

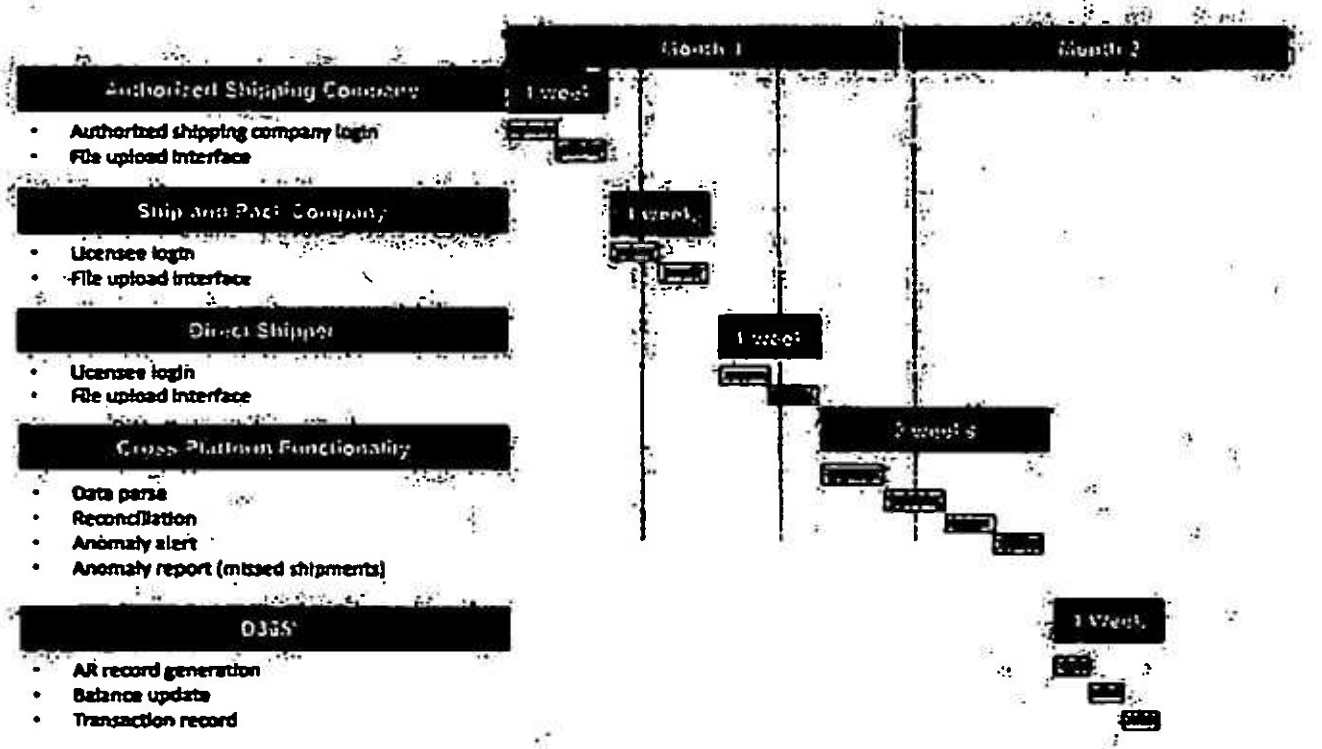
**D365**

- AR record generation
- Balance update
- Transaction record

| [illegible] | [illegible] |
|---|---|
| Technical Design | [illegible] |
| Implied Configuration | [illegible] |
| Backend Development | [illegible] |
| Unit Test | [illegible] |
| **[illegible]** | **[illegible]** |
| PM and BA | [illegible] |
| Communication | [illegible] |
| QA | [illegible] |
| UAT | [illegible] |
| Deployment | [illegible] |
| Bug Fixes | [illegible] |
| [illegible] | [illegible] |

| [illegible] | [illegible] |
|---|---|
| Project Manager | [illegible] |
| Business Analyst | [illegible] |
| Developer | [illegible] |
| Solution Architect | [illegible] |
| Quality Assurance | [illegible] |
| [illegible] | [illegible] |

# Implementation Plan – Direct Shippers Reconciliation




evenica

# Investment Summary – Direct Shipping Reconciliation

**Enforcement Direct Shipping Reconciliation**

- Direct shipping reconciliation interface composed of two separate interfaces where direct shippers (licensees) and authorized shipping companies who will upload their monthly reports
- Pack and Ship Company interface to upload files to be cross referenced with MLO information and generate anomaly report for expired license and non-existing license
- Validation process composed of:
  - Report summarization by tracking number.
  - Cross reference between reports
  - Anomaly report
  - Creation of AR record in D365
- Payment interface leveraging existing payment engine.

Enforcement Application

**Direct Shipping Reconciliation**

Enhanced control direct shipments and reconciliation.

~~$69,560~~

for

**$50,760**

Invoice Milestones :

- Kick-off - $10,760
- Design and Plan - $10,760
- Development - $10,760
- UAT - $10,760
- Go-live Ready - $10,760

Includes:

- File upload interface
- Cross referencing data model
- Anomaly report

Project timeframe:

- From 6 to 8 weeks

evenica

**Exhibit B – Payment Terms and Pricing is amended as follows:**

1. **Amend Section 8.2 Support and Maintenance fees – Professional Support and Maintenance Services – by deleting it and replacing it with the following:**

| PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE | HOURS | RATE | TOTAL AMOUNT |
|---|---|---|---|
| Prepaid Support Block | 300 | 160/hr. | $48,000.00 |
| Total Initial Support and Maintenance Investment (2 Blocks) | | | $96,000.00 |
| | | | |
| Support and Maintenance Investment (2 Blocks—500 hour each)—Division of Sales, Marketing, Merchandising and Warehousing | 1000 | 150/hr. | $150,000.00 |
| | | | |

2. **Add a Section 9 to Exhibit B titled, Division of Enforcement and Licensing Enhancements, which shall read as follows:**

**9. <u>DIVISION OF ENFORCEMENT AND LICENSING ENHANCEMENTS</u>**

**As detailed in Exhibit A3 – Division of Enforcement and Licensing Enhancements for Business to Business (B2B), the payment allocation is as follows:**

| ENHANCEMENT # | DESCRIPTION | HOURS | RATE | TOTAL AMOUNT |
|---|---|---|---|---|
| 1 | Wholesalers and Manufacturers Process - Simplified submittal interface and streamlined Enforcement process | 599 | 135/hr. | $80,865.00 |
| 2 | Power BI enablement and reports for manufacturers and wholesalers for streamlined reconciliation | 259 | 135/hr | $34,965.00 |
| 3 | Simplified Tax Declaration and Interfaces | 170 | 135/hr | $22,950.00 |
| 4 | Direct Shipper Data Validation and Reconciliation | 376 | 135/hr. | $50,760.00 |
| | | | | $189,540.00 |

**Except as provided herein, all other provisions of the February 5, 2020 agreement, shall remain in full force and effect.**

**CONTRACTING OFFICER FOR STATE AGENCY:**

9/10/2021

Joseph W. Mollica, Chairman
New Hampshire Liquor Commission

Date

**EVENICA CORPORATION**

Mir Sadek Ali

Mir Sadek Ali, Chief Executive Officer

09 / 10 / 2021
Date

Contractor's Initials MSA
Date 09/10/2021

Approved for Form, Substance, and Execution

*Takhmina Rakhmatova*

Takhmina Rakhmatova
Assistant Attorney General
Attorney General's Office

9/14/2021
Date

Contractor's Initials MSH
Date 09 / 10 / 2021

28 mlc

JAN 22 '20 PM 1:27 DAS

# New Hampshire Liquor Commission

50 Storrs Street, P.O. Box 503
Concord, N.H. 03302-0503
(603) 230-7015

Joseph W. Mollica
Chairman

Nicole Brossard Jordan
Deputy Commissioner

Christopher T. Sununu
Governor

January 22, 2020

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

## REQUESTED ACTION

Authorize the New Hampshire Liquor Commission (NHLC) to enter into a sole source contract with Evenica Corp. (Vendor # 304344), Burlington, Ontario, to complete design, development and deployment, and to provide follow-up support and maintenance of the Commission's Business to Consumer (B2C) and Business to Business (B2B) eCommerce initiative in an amount not to exceed $859,600.00. This contract shall be effective upon Governor and Council approval through July 31, 2023. Funding: 100% Liquor Funds.

Funding is available in capital and operating budgets as follows, contingent upon the availability and continued appropriations of funds in future operating budgets.

| Fiscal Year | Co.-Activity-Acctg. Unit-Class Code | Class Title | Amount |
|---|---|---|---|
| 2020 | 030-770012-79570000-034 | Capital Projects | $240,750.00 |
| 2021 | 030-770012-79570000-034 | Capital Projects | $312,250.00 |
| 2021 | 012-771512-10300000-038 | Technology - Software | $118,200.00 |
| 2022 | 012-771512-10300000-038 | Technology - Software | $118,200.00 |
| 2023 | 012-771512-10300000-038 | Technology - Software | $70,200.00 |

## EXPLANATION

eCommerce functionality is a component of the NHLC's NextGen project, which will integrate the various functional areas of the NHLC's business processes, from the retail stores and warehouse through back office financials and payroll, for a fully unified system. The eCommerce component will enable consumers and licensees to order products online and will enable the NHLC to ship directly to the consumer within New Hampshire. It will also afford

licensees the ability to manage their accounts online and provide brokers with inventory management and enhanced reporting tools. Evenica Corp. worked on the eCommerce component as a subcontractor for AlfaPeople, Inc., which was the contractor engaged to develop, deploy and support the NextGen solution. Prior to August 2019, when the NHLC ended its contract with AlfaPeople, Evenica had completed a substantial portion of the design and development of the new eCommerce website. This contract is sole source because Evenica has proven itself to be a diligent and responsive partner, bringing value-added consulting and guidance on best practices for beverage distribution solutions. Evenica has a thorough understanding of the NHLC needs and business processes and will be able to pick up the project where it left off and take the eCommerce functionality to completion.

Evenica, an original software developer and Microsoft partner, is a recognized expert in eCommerce and systems integration. Over the past two decades, Evenica has developed and deployed customized enterprise grade software solutions to global brands, such as Paul Mitchell, the Dallas Cowboys, the Oakland Raiders and Shinola watches. Since 2009, Evenica has developed expertise in eCommerce solutions for alcohol beverage distribution, working with clients including: State of Ohio, Division of Liquor Control; Horizon Beverage, providing alcohol distribution, sales and marketing services throughout New England; Young's Market Company, a leader in wholesale and distribution of alcohol beverages in the western United States; and Alcanna, Canada's premier retailer of wine, spirits, beer and cannabis.

Based on the foregoing, I am respectfully requesting approval of the contract with Evenica Corp.

Respectfully submitted,

Joseph W. Mollica
Chairman

**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*

January 22, 2020

Joseph W. Mollica
Chairman
New Hampshire State Liquor Commission
50 Storrs Street, P.O. Box 503
Concord, NH 03302-0503

Dear Chairman Mollica:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a sole source contract agreement with Evenica Corp., of Burlington, Ontario, as described below and referenced as DoIT No. 2020-060.

The purpose of this contract is to complete design, development and deployment, as well as provide follow-up support and maintenance of the Commission's Business to Consumer (B2C) and Business to Business (B2B) eCommerce initiative.

The amount of the contract is not to exceed $89,600.00, and shall become effective upon the date of Governor and Executive Council approval, through July 31, 2023.

A copy of this letter should accompany the New Hampshire State Liquor Commission's submission to the Governor and Executive Council for approval.

Sincerely,

Rosanne Buttrick
for Denis Goulet

DG/kaf
DoIT# 2020-060
cc: Jessica Co, DoIT

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

## AGREEMENT

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

## GENERAL PROVISIONS

### 1. IDENTIFICATION.

| | | | |
|---|---|---|---|
| 1.1 State Agency Name<br>New Hampshire Liquor Commission | | 1.2 State Agency Address<br>P.O. Box 503, 50 Storrs St., Concord, NH 03302-0503 | |
| 1.3 Contractor Name<br>Evenica Corp | | 1.4 Contractor Address<br>3050 Harvester Rd., Burlington ON L7N 3J1 | |
| 1.5 Contractor Phone Number<br>(844) 227-0453 | 1.6 Account Number<br>030-770012-79570000-034<br>012-771512-10300000-038 | 1.7 Completion Date<br>7/31/2023 | 1.8 Price Limitation<br>$859,600.00 |
| 1.9 Contracting Officer for State Agency<br>Rosemary Wiant,<br>Director of Administration | | 1.10 State Agency Telephone Number<br>603-230-7015 | |
| 1.11 Contractor Signature<br>Mir Sadek Ali | | 1.12 Name and Title of Contractor Signatory<br>Mir Sadek Ali, Chief Executive Officer | |

1.13 Acknowledgment: State of ONTARIO, County of HALTON

On JAN 21, 2020, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

CLARR VINCENT CRAIG - NOTARY PUBLIC

| | |
|---|---|
| 1.14 State Agency Signature<br>Date: 1/22/2020 | 1.15 Name and Title of State Agency Signatory<br>Joseph W. Mollica, Chairman |

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(If applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(If applicable)*

By: On: 1/22/2020

1.18 Approval by the Governor and Executive Council *(If applicable)*

By: On:

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this



Contractor Initials MS
Date 01/15/2020

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 remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or required or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

**14. INSURANCE.**
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.



Contractor Initials MSA
Date 01/21/2010

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

**15. WORKERS' COMPENSATION.**
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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

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

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

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

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

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

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

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

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



Contractor Initials MSF
Date 01/04/2020

# EXHIBIT A
# SCOPE OF SERVICES

## 1. CONTRACT DOCUMENTS

This Agreement consists of the following parts:

- State of New Hampshire Form P-37
- Exhibit A – Scope of Services
  - Exhibit A1 – Deployment Services
  - Exhibit A2 –Ongoing Support and Maintenance Services
- Exhibit B – Price and Payment Schedule
- Exhibit C – Special Provisions
- Exhibit D – Master Services Agreement (MSA)
- Exhibit E – Certificates and Attachments

## 2. ORDER OF PRECEDENCE

In the event of conflicting or ambiguous contract provisions, the following list identifies the documents which shall govern, in descending order of precedence.

A. Form P-37
B. Exhibits A through C
C. Executed Change Orders
D. Exhibit D - MSA

## 3. TERM

The Contract shall commence on the Effective Date and extend to the initial deployment period followed by support and maintenance. Support and Maintenance (Exhibit A2) shall commence upon completion of the Warranty Period for the B2C Release (Exhibit A1, Release 1) and shall continue through the Completion Date. Support and maintenance may be extended for two (2) additional terms of two (2) years for maintenance and support services, at the sole discretion of the State, at the rate specified in Exhibit B of this Contract.

Time is of the essence in the performance of the Contractor's obligations under the Contract. The NHLC shall give Evenica a minimum of two weeks' notice between the Effective Date and project kickoff to schedule resources.

## 4. DEFINITIONS

All capitalized terms not separately defined in this SOW will have the meanings set forth below or, if not defined below or within this SOW, their ordinary meaning as used in the information technology and software development industries.

Unless otherwise specifically indicated, the following definitions shall apply to this Agreement:

| | |
|---|---|
| Affiliate | Any person or entity controlled by, controlling, or under common control with such person or entity, including, without limitation, any entity in which such person or entity owns at least 50% of the equity interest. |
| Agreement | The legally binding document that memorializes mutual understanding between the Contractor and the NHLC regarding the products and services that are the subject of this Agreement. As used herein, the terms "Agreement" and "Contract" have the same meanings. |
| Apache JMeter | A software application providing an Apache load test tool for web application performance, measurements and analysis. |
| Application Program Interface (API) | An interface or communication protocol between different parts of a computer program intended to simplify the implementation and maintenance of software. |
| Beer Tax Functionality | Electronic beer tax filing solution for NH wholesale distributors and beverage manufacturers. |
| ClickDimensions | The NHLC's email marketing application |
| Company Branding | NHLC's visual identity standards that will be included in e4Commerce user interface design. |
| Confidential Information | To the extent not inconsistent with NH RSA 91-A, any written or oral information identified or designated by either party as confidential, private, or proprietary (or similar terms); any information provided under circumstances reasonably indicating that it is confidential or proprietary; all written or oral requests for proposal, requests for information, requests for quotes, and responses thereto, which are exchanged between the parties, whether or not specifically designated as confidential; all past, present and future disclosures and documents drafted by either party in furtherance of discussions and negotiations concerning potential future business and/or contractual relationships; computer software programs and related data; samples, drawings, and specifications; customer characteristics and identities; trade secrets; technical information; discoveries, ideas, concepts, techniques, know-how; performance or process data; network configuration and architecture; cost and financial information; pricing and business models; contracts and contractual relationships; any information that can be used to distinguish or trace an individual's identity, such name, signature, address, telephone numbers, fax number, e-mail addresses or other online identifier, employee identification numbers, government-issued identification numbers, including but not limited to social security number, passport number and driver's license |

| | |
|---|---|
| | number, date and place of birth, mother's maiden name, passwords or PINs, payment card information, credit report information, answers to security questions, biometric records, or any medical, education, financial or employment information; methods of doing business and methods of operation; strategic, marketing, and business plans. |
| Contract | See definition for "Agreement." |
| Contract Price | The total, not-to-exceed amount to paid by the NHLC to the Contractor for the services and products described in this Agreement. *See* P-37 Section 1.8 |
| Contractor | The entity contracted to provide services to the NHLC under the terms of this Agreement, including its employees, subcontractors, agents and affiliates. |
| Custom Code | Software developed for the NHLC that is independent of Evenica's Intellectual Property and is identified by the NHLC through a written instrument that invokes Section 4.4 of the Master Services Agreement. |
| D365 CE | Microsoft Dynamics 365 for Customer Engagement. The NHLC's current solution for email marketing. |
| Default functionality (Order Confirmation) | Composed by order header (i.e. customer name, shipping options and details), order lines (i.e. product image, SKU number, product description, unit price, line total), and order summary (i.e. lines sub-total, applied tax, delivery fees, applied discounts, total order amount). |
| Deployment | For the purposes of this Contract, all activities leading up to and including making the software available for use at go-live. |
| DevOps #'s | For the purposes of this Contract, the numbers associated with the development and testing of specific NHLC business requirements in the Azure DevOps tool during the NextGen project. |
| Discovery and Design | For the purposes of this Contract, the 1st phase of the project during which the NHLC and Evenica will identify and document business requirements, technical constraints, roles and responsibilities, DevOps methodology and the project schedule. |
| e4Commerce | Evenica's proprietary eCommerce software platform that includes a Business to Consumer (B2C) and Business to Business (B2B) modules. |
| Global Facets | Set of meaningful product attributes that are used as parameters for faceted search within the B2C and B2B environments. |
| Global Threshold (Limited Release Products) | Pre-configurable logic to be applied to entire platform to display limited supply indicator. |

| | |
|---|---|
| Google Analytics | A web analytics service offered by Google that tracks and reports website traffic |
| ICE | Internet Commerce Enabler. The NHLC's legacy web portal for use by licensed brokers and vendors. |
| i.e. | For the purposes of this Contract, means "for example" to reference an example or examples which are merely representative and should not be construed as an all-inclusive list. |
| Intellectual Property | All intellectual property rights throughout the world, whether existing under statute or at common law or equity, now or hereafter in force or recognized, in all media and formats now known or hereafter invented, including: (a) patents, design, method, process, technique, apparatus, invention, discovery, or improvement; trademarks, trade names, logos, designs, slogans, domain names and other similar designations of source or origin, together with all goodwill related to the foregoing; copyrights, works of authorship, industrial designs, mask works, computer programs, software, algorithms, and source code; and trade secrets, know-how and confidential information; and (b) any registrations, applications or rights to apply for, or register, any of the rights referred to in the foregoing subsection (a); and (c) all reissues, divisions, continuations, continuations-in-part, renewals and extensions thereof. |
| JIRA | Evertica's ticket resolution system |
| Legacy Systems | The computer systems and applications the NHLC has historically used and will use to conduct its business prior to implementation of D365. (i.e. MAPPER; ICE; MLO) |
| Loyalty Program | A structured long-term marketing effort that rewards, and therefore encourages, loyal buying behavior. |
| MAPPER | The NHLC's legacy solution. A Unisys database created to Maintain, Prepare and Produce Executive Reports. |
| MLO | My Licensing Office. The State of NH's licensing solution. |
| Master User | For the purposes of this Contract, the primary user of a licensee/broker eCommerce account who manages the account and is responsible for managing access by internal users for their business. |
| Mobile First | Mobile first design permits dynamic screen adjustment to most common phone and tablet sizes extending all the functionalities available on browser versions. |
| NHLC TEAM | For the purposes of this Contract, this indicates a combination of NHLC and/or DoIT employees identified as project team members. |
| OData | Open Data Protocol. Allows an entity to use standard URL syntax to query data residing on the server. |

| | |
|---|---|
| Page Skins | Page skin is a design layout leveraging CSS, HTML and JavaScript to standardize web based user experience. For example, a product detail page has a page skin that defines where the product details (description, images, sizes, etc.) are to be positioned. |
| Product Allocations | Functionality that configures product visibility by allowing the NHLC or Brokers to limit specific product for purchase by specific licensees or delivery to specific State Liquor and Wine Outlets. |
| Product Eligibility | Functionality that configures product visibility by assigning products to specific customers, groups of customers, or by the use of some customer attribute (i.e. category). |
| Purpose-built eCommerce Solution | An eCommerce solution configured and customized based on specific requirements provided by NHLC. |
| Release | For the purposes of this Contract, a separate phase of the project where specific functionality will be released. The Scope of Work of this Contract is broken into two Releases. |
| Specifications | The technical and other requirements for, and performance standards of, the Software or any Deliverable as set forth in the requirements and design documents, and the other descriptions, criteria and standards as may be set forth in any SOW. |
| Sprint | For the purposes of this Contract, A two-week period of time during the deployment when specific pre-defined work must be completed, tested and made ready for review. |
| Standard Complexity | Standard Complexity consists of any complexity of work that meets the functionality as described in the Scope of Work that does not deviate from the latest accepted demonstration of the functionality. |
| Standard Coupons | Limited to creation, redemption and expiration controls of serialized promotional coupons through system administrator interface. |
| Standard Development Tools | Includes the software tools used in the normal course of software development, including; NotePad++, SSMS, Visual Studio, VS Code, Git, and other DevOps tools that may be appropriate for the circumstances. |
| Standard Functionality | For the purposes of this Contract, e4Commerce "out-of-the-box" functionality as identified by Evenica |
| Standard Input Types (Filters) | Product attribution and attribute values limited on top-level product characteristics (i.e. package size, volume, proof, color, flavor, etc.) that allows product grouping on faceted search. |
| Standard Order History | List with order details available once customer selects the order, displaying order header (i.e. order date, order number, shipping address, latest status) and the order lines |

| | |
|---|---|
| | (i.e. SKU number, product description, unit price, line total and order total). Customer can quick-add items to shopping cart from order history page. |
| Standard Promotions | Standard promotions defined and managed on e4Commerce are limited to the following types: 1) buy one and get discount when purchasing the second (up to 100%); 2) discount over certain amount of order; and 3) discount on specific category. The standard promotion can be in "%" (percentage) or "$" (amount off). |
| Standard Saved Carts | Functionality which automatically identifies session-end and saves shopping cart contents for the next time the customer logs into the site. |
| Standard Unavailable (Order Restrictions) | Standard Unavailable functionality allows system administrator to set a product as unavailable and not visible on portal. |
| Standard Wish List | Allows customer to create and manage multiple lists attached to their profile, where products can be saved for future purchase. Basic functionalities include; add to wish list, remove from wish list, and add to shopping cart, is included. |
| Sterling Commerce | Solution currently in use at DHL, the NHLC's 3rd party logistics bailment warehouse. Sterling Commerce is IBM's end-to-end Supply Chain Visibility for real time insights with Artificial Intelligence (AI). |
| Studio | Evenica's content management system (CMS) for e4Commerce maintenance and monitoring. |
| Supported Software | For the purposes of this Contract, Evenica's proprietary e4Commerce Beverage B2C (e4110), e4Commerce Beverage B2B (e4120), and e4Integrate Enterprise Orchestration (e4220) software platforms. |
| User Acceptance Testing Plan | A documented methodology that outlines the procedures and criteria that a user will use to evaluate a software application for meeting requirements and design standards. |
| Warranty Period | Post-Go-Live support during the 30 days immediately following go-live as defined in Exhibit A1. |

## EXHIBIT A1

# NHLC – B2C / B2B e4Commerce Deployment Services

## PROJECT SUMMARY

| | | | |
|---|---|---|---|
| PROJECT NAME: | NHLC – B2C / B2B e4Commerce Deployment | | |
| CLIENT NAME: | New Hampshire Liquor Commission | DATE: | 01/21/2020 |
| ADDRESS: | 50 Storrs St,<br>Concord, NH 03302-0503 | DOCUMENT NO: | 1115 |
| CONTACT: | April Bunker | EVENICA CONTACT: | Jack Puzio |
| TITLE: | Program Manager | TITLE: | Director of Professional Services |
| PHONE: | (603) 230-7009 | PHONE: | (905) 328-0938 |
| EMAIL | April.Bunker@liquor.nh.gov | EMAIL | jpuzio@evenica.com |

## 1.0 OVERVIEW OF DEPLOYMENT

Evenica shall provide the NHLC with the e4Commerce platform and rapid Deployment of a NHLC Business to Consumer (B2C) and Business to Business (B2B) eCommerce sites. Additional functionality shall also be included with the B2B initiative to support NHLC licensed brokers and vendors. This additional functionality is described herein as B2B+ and is outlined separately from other B2B functionality in Section 2.1 of this Exhibit.

In addition, Evenica shall provide the e4Integrate platform which allows for integration with data systems and Application Programing Interfaces (APIs). During the Deployment, the e4Integrate platform shall be used to move data between e4Commerce, MAPPER, Sterling Commerce, and eventually Microsoft Dynamics 365. Evenica shall develop and provide integrations between MAPPER, Sterling Commerce and e4Commerce, as well as cutover of all integrations with the Legacy Systems to Dynamics 365. Evenica shall develop and deploy integrations between the e4Commerce platform and Microsoft O365 as part of Support and Maintenance services as described in Section 2.4 of this Exhibit and Section 2.0 of Exhibit A2.

Further to the deployed functionality specified herein, Evenica shall provide training to the NHLC team, to include DoIT technical support staff as well as NHLC business end users, on the use and management of the e4Commerce platform. Provisions for ongoing software licensing, as well as operations support and maintenance are included in this Contract, and detailed in Exhibit A2 and Exhibit B.

The Deployment shall be completed in two production Releases, with the first Release to include all B2C functionality described herein and the second Release to include all B2B and B2B+ functionality described herein.

## 2.0 SCOPE OF WORK

Evenica shall deploy production grade B2C and B2B e4Commerce platforms with the specific functionality outlined in this section. Evenica shall leverage the out-of-the-box functionality of the e4Commerce B2C and B2B digital commerce platforms. For each business requirement number (REQ#), the associated functionality listed shall be provided to meet the criteria specified in the associated description. Assumptions listed below represent an agreement of Evenica and the NHLC regarding how the criteria will be met.

In addition, to the extent possible, Evenica shall leverage previous design, development, and integration work, as referenced here as NHLC DevOps #s, completed under a previous project titled "Next Generation Retail Business Systems" (NextGen) under NHLC RFP 2016-01. In the event that any previous work, partially or whole, cannot be leveraged, Evenica's obligations under this Contract are not affected and Evenica shall be responsible for meeting all functionality requirements as specified in this Contract through new configuration or development work for the cost specified in Exhibit B of this Contract.

### 2.1. In Scope Functionality and Integrations

#### *2.1.1. Release 1 – B2C Functionality*

| REQ # | FUNCTIONALITY | DESCRIPTION | ASSUMPTIONS | REFERENCE TO NHLC DEVOPS # |
|---|---|---|---|---|
| Home Page and Content Management | | | | |
| 1115-001 | Home Page | B2C portal for company branding. Starts with home page with an option to create a new account or login with existing account. Access to checkout is permitted if credentials are validated at login page. | NHLC to provide styling and any required assets | S340 - B2C.16<br>S557 - T.77<br>S542 - B2C.19<br>S521 - MC.21<br>S556 - B2C.82 |
| 1115-002 | Age Verification | Verify and provide access to users following age criteria. | Age verification will be a date picker for the user's birthday. If the user is younger than 21 prevent entry. | S529 - B2C.5 |
| 1115-003 | Mobile Friendly | Mobile First design permits dynamic screen adjustment to most common phone and tablet sizes extending all the functionalities available on browser versions. | Evenica shall use desktop, tablet and phone form factors during their QA process. | S532 - B2C.29<br>S534 - B2C.48<br>S549 - B2C.70 |
| 1115-004 | Articles | Create articles by adding marketing content, pictures and videos and linking them to marketing campaigns. | This is included in the Standard Functionality | S358 – B2C.20 |

| REQ # | FUNCTIONALITY | DESCRIPTION | ASSUMPTIONS | REFERENCE TO NHLC DEVOPS # |
|---|---|---|---|---|
| 1115-005 | Campaigns | Personalized and targeted campaigns that promote products through advertisement, articles and promotions. Drive sales through rich campaign content such as videos, images and targeted messaging. The following options are available: articles / banners / videos. | An initial set of campaigns will be created and training will cover ongoing scheduling and creation of new campaigns. | $514 - B2C.78<br>$552 - B2C.86 |
| Account Management | | | | |
| 1115-006 | B2C Customer Registration | B2C Customer registration through a registration form available on portal. Customer must provide required information and must match minimum requirements to be defined by rules (i.e.: minimum age). | Site will use standard eeCommerce B2C Registration | |
| 1115-007 | B2C Facebook Registration | B2C customer registration through Facebook account, using the customer Facebook profile and requesting complementary details during the purchase journey (i.e.: shipping address, billing details). | Current implementation is a basic Facebook data set upon registration (Email, name, display photo) | $495 - B2C.14 |
| 1115-008 | B2C Customer Account Page | Dashboard with all the account information provided by customer and their activities. (i.e. customer details, order history, my lists, saved carts, addresses) | | $494 - B2C.13<br>$524 - B2C.56 |
| Product Information Management | | | | |
| 1115-009 | Product Images | Define product images used during product discovery and purchase (i.e. product list page, product details page, shopping cart, order confirmation). | Two product images (full size, thumbnail) are anticipated for use across the site | $482 - B2C.46<br>$541 - B2C.18 |
| 1115-010 | Product Attributes | Set and link attributes to products to enhance product discovery. | Product Attribution will be populated by an integration or manually either by individual product or in bulk | $482 - B2C.46<br>$552 - B2C.86 |
| 1115-011 | Category Management | Multiple category hierarchies enable categorization of products across different product lines. Ability to automatically assign categories through product attributes. | Categories will be manually created via the studio by NHLC | $480 - B2C.43<br>$477 - B2C.31<br>$479 - B2C.42<br>$482 - B2C.46 |
| 1115-012 | Inventory Update | Update site inventory records on order placement to adjust product availability. | The pending quantity will be set back to 0 on the next inventory integration. | $476 - B2C.24<br>$478 - B2C.40<br>$482 - B2C.46 |
| 1115-013 | Inventory Visibility | Product availability through all locations and distribution channels can be displayed on the site. | Inventory will be displayed as 3 levels | $476 - B2C.24<br>$478 - B2C.40<br>$482 - B2C.46 |

| REQ # | FUNCTIONALITY | DESCRIPTION | ASSUMPTIONS | REFERENCE TO NHLC DEVOPS # |
|---|---|---|---|---|
| | | | (i.e.: In Stock, Low Stock, or Out of stock) | |
| Purchase Journey | | | | |
| 1115-014 | Faceted Based Filtering | Filter product search by attribute enables quick and relevant product search results. | Global facets will be set up initially, and the facets will utilize the standard input types (i.e.: Type Ahead, and check box). | S487 - B2C.53<br>S488 - B2C.54<br>S491 - B2C.60 |
| 1115-015 | Category View | Search for products by using the categories navigation bar. | The navigation bar will be set manually to ensure the best possible user experience and intuitiveness. Training will be provided so that further updates can be adjusted by NHLC after go-live. | |
| 1115-016 | Name Based Search | Search product by name displaying all matches related to the search. | Synonyms are not included in this functionality.<br>The standard of search value is Code, SKU, Name, and UPC. | S492 - B2C.61 |
| 1115-017 | Product Quick View | Ability to see more details on a product without having to navigate away from a product list page. | Using standard quick view | S484 - B2C.71 |
| 1115-018 | Find Product by Partial Info | Search displays products that contain partial information entered into the search query. | This is supported by the Standard Functionality | S492 - B2C.61 |
| 1115-019 | Product Detail page | Product detail page with marketing campaign containing marketing content: articles / related products. | The B2B product detail will differ from B2C | S473 - B2C.49<br>S513 - B2C.39 |
| 1115-020 | Product Promotion | Broadcasting configuration to display and promote products using news, announcements, product detail page, promotional banner, campaigns and customer education. | | |
| 1115-021 | Related Products | Suggest products according to a currently selected product based on a set of pre-defined rules. | The set of rules to populate the related product carousel set by Wedu will be used for this functionality. Rules will be based on product attributes. | S481 - B2C.44 |

| REQ # | FUNCTIONALITY | DESCRIPTION | ASSUMPTIONS | REFERENCE TO NHLC DEVOPS # |
|---|---|---|---|---|
| 1115-022 | Inventory search assistance | Streamlined displays and options throughout the purchase journey and within the shopping cart to find a location with inventory for a given product. | | S517 - B2C.50<br>S516 - B2C.73 |
| 1115-023 | SEO | The site will have user friendly URLs and a basic implementation of search engine optimizations. | This is part of the Standard Functionality | S486 - B2C.27<br>S489 - B2C.69<br>S490 - B2C.72<br>S519 - B2C.18<br>S520 - B2C.88<br>S544 - B2C.26 |
| Pricing, Tax, Fees and Promotions | | | | |
| 1115-024 | Pricing List | Set price list by groups: loyalty, sales volume or segment. | | S473 - B2C.49 |
| 1115-025 | Promotion Management | Set promotional prices by group, event, product bundle. (i.e. period of time, event like liquidation, add on items.) | Events shall integrate all pricing | |
| 1115-026 | Shipping Calculation | Calculate the delivery fee based on customer location or based on shipping cost table. | A B2C flat rate shipping charge dependant on number of bottles or size of packaging is assumed. | S507 - B2C.13<br>S508 - B2C.37 |
| 1115-027 | Manage Promotions | Set specific product discount by defining the rules for specific product groups. Calculating and previewing the price after discounts at checkout. | Promotions will be configured through the eCommerce admin portal or integrated from MAPPER. This will use the standard promotions. | S474 - B2C.74<br>S512 - B2C.79<br>S510 - B2C.47<br>S511 - B2C.75 |
| 1115-028 | Manage Coupons | Create encrypted discount coupons, Manage coupons usage, expire date, balance available on market. Generate and export coupons in bulk. | Coupons will be configured through the eCommerce admin portal. This will use the standard coupons | S510 - B2C.47<br>S511 - B2C.75 |
| 1115-029 | Manage Free Items | Ability to have free items for promotional products combinations. | Alcoholic beverages will never be configured as a free product. This will use the Standard Promotions. | S510 - B2C.47<br>S511 - B2C.75 |
| 1115-030 | Discount on Products | Discount based on product, product attribute, product location, product category, eligible products in abandoned cart, sales period, or based on customer profile. | Discounts are assumed to be stored within MAPPER and will be integrated | |
| 1115-031 | Limited Release Drawings | Ability to allow customers to specify their brand preferences from a client-built list. When a new drawing is created, the customer will be notified and have the ability to register for that specific drawing. | Actual draw will take place outside of B2C site. Tool to populate results within B2C | S505 - B2C.41 |

| REQ # | FUNCTIONALITY | DESCRIPTION | ASSUMPTIONS | REFERENCE TO NHLC DEVOPS # |
|---|---|---|---|---|
| | | Once a customer has won a draw, a single bottle of a product can be allocated to a customer for purchase. | platform will be made available. | |
| **Order Entry** | | | | |
| 1115-032 | Order History | Access previous orders and add items to a new shopping cart by adjusting desired quantities. | This will use the Standard Order History | 5527 - B2C SS |
| 1115-033 | Wish Lists | Select products throughout the site and assign to customer labelled lists for later purchase. | This will use the Standard Wish Lists | |
| 1115-034 | Saved Carts | Users can save incomplete shopping carts and return later to adjust items and quantities. | This will use the Standard Saved Carts | |
| 1115-035 | Availability checks | Option to restrict customer to only checkout with items if products are available in inventory. | This includes that an order can only be assigned to a single store or fulfilled entirely from the warehouse. | |
| 1115-036 | Limited Supply Indication | Highlight to customers when a product's inventory is at a pre-configured limited supply threshold. | This will use the Standard Functionality. This uses a global threshold for all products | |
| 1115-037 | Order Restrictions | Specific products that are temporarily not available for sale can be set to be hidden on the site. | This will use the Standard Unavailable functionality. This will be based on inventory data from MAPPER | |
| 1115-038 | Mobile Ordering | Mobile First design permits dynamic screen adjustment to phone and tablet sizes for the shopping cart and checkout pages. | Evertec shall use desktop, tablet and phone form factors during their QA process. | |
| **Checkout** | | | | |
| 1115-039 | Order Confirmation | Allows customer to review an order before confirmation displaying order lines, images (optional), fees and order total amount. | This will use the Standard Functionality. | |
| 1115-040 | B2C Checkout | Order integration with ERP providing all the placed order information (customer, purchased products, shipping method, billing details) and triggering all the activities related to the order fulfilment. | Order integrations will flow to MAPPER or Sterling Commerce depending on delivery method selected. | |

| REQ # | FUNCTIONALITY | DESCRIPTION | ASSUMPTIONS | REFERENCE TO NHLC DEVOPS # |
|---|---|---|---|---|
| **Payments** | | | | |
| 1115-041 | Credit Cards | Enable payments by using credit card using tokenized credit card payments. | Only single payments per order will be permitted for Release 1. | |
| 1115-042 | Gift Cards | Ability to pay for a full order with a gift card. | Gift card payments cannot be combined a credit card payment on the same order in phase 1. | 4738 - EMF.9 |
| 1115-043 | Payment Processing | Use of a PCI compliant third-party payment processor. | A Chase (Orbital) Global hosted pay page will be used for payment processing. | 5554 - B2C.8<br>5691 - G.17<br>5692 - G.18 |
| **Omni-Channel** | | | | |
| 1115-044 | Buy-Online Pickup-In-Store | Customers able to buy online and pick up in store. Nearest store with available inventory is highlighted to customer. Changes to orders occur within ERP/CRM. | This functionality will be available for B2C customers in a subset of stores initially. | 5500 - B2C.52<br>5501 - B2C.51<br>5502 - B2C.52<br>5516 - B2C.73 |
| **Order Fulfillment** | | | | |
| 1115-045 | Order Status Update | Order status updates according to the fulfillment process and integrations. | Source will be Sterling Commerce operated by DXC. This will be handled by the order status integration | |
| 1115-046 | Store Pickup Fulfillment Tool | A tool used by stores to fulfill "Pick up in Store" eCommerce orders. | Necessary hardware will be identified, vetted by Evenica, ordered and made available for testing & implementation by the NHLC. | |
| **Information/Education Pages** | | | | |
| 1115-047 | Store Locator | Site page that contains store locations, hours and any special designations (i.e. ATM on premises). | | 5528 - MOU.17<br>5546 - B2C.84<br>5547 - B2C.85<br>5551 - B2C.84 |
| 1115-048 | Events Calendar | A list page for customers to search and filter for events. | There will be a link on the B2C to Eventbrite for each ticketed event. Should allow for bulk upload of Non-ticketed events. | 5561 - B2C.22 |

| REQ # | FUNCTIONALITY | DESCRIPTION | ASSUMPTIONS | REFERENCE TO NHLC DEVOPS # |
|---|---|---|---|---|
| Application Management | | | | |
| 1115-049 | CMS for Developers | Developer can extend the CMS with access to: master pages / HTML / CSS. | | S483 - B2C.77<br>S533 - B2C.30<br>S526 - B2C.23<br>S530 - B2C.45<br>S535 - B2C.1<br>S536 - B2C.2<br>S537 - B2C.3<br>S538 - B2C.4<br>S539 - B2C.6<br>S543 - B2C.25<br>S545 - B2C.28<br>S548 - B2C.88<br>S550 - B2C.83 |
| 1115-050 | Development Tools | Standard development tools are used to manage the environment. | | S483 - B2C.77<br>S533 - B2C.30 |
| Infrastructure | | | | |
| 1115-051 | Cloud | Solution deployed to the highly scalable Azure platform. | | |
| 1115-052 | Browser Support | The latest versions of Chrome, Firefox, Safari, Internet Explorer and Edge are supported. | Evertice shall use desktop, tablet and phone form factors during their QA process. | |
| 1115-053 | Accessibility Implementation | Implementation of select items from the Web Content Accessibility Guidelines (WCAG) 2.0 AA standards. | List of mutually agreed upon areas for accessibility updates will determine the scope of this requirement. | |
| 1115-054 | Site Analytics | Page view and checkout click-through tracking. | Google Analytics or ClickDimensions will be used. | S525 - B2C.21 |

### 2.1.2. Release 2 – B2B Functionality

| REQ # | FUNCTIONALITY | DESCRIPTION | ASSUMPTIONS | REFERENCE TO NHLC DEVOPS # |
|---|---|---|---|---|
| Home Page and Content Management | | | | |
| 1115-070 | B2B Portal | B2B portal for company branding. Starts with restricted login page with the option to create a new account or login with existing account. Provides access to portal if credentials validated at login page. | NHLC to provide styling and any required assets | S557 - T.77<br>S428 - BPS.3<br>S265 - BPS.54 |

| REQ # | FUNCTIONALITY | DESCRIPTION | ASSUMPTIONS | REFERENCE TO NHLC DEVOPS # |
|---|---|---|---|---|
| 1115-071 | Age Verification Tool | Verify and provide access to users following age criteria. | Age verification will be a date picker for the user's birthday. If the user is younger than 21 prevent entry. | |
| 1115-072 | Browser Support | The latest version of Chrome, Firefox, Edge, Internet Explorer and Safari are supported. | Desktop, tablet and phone form factors are used during Everlice's QA process. | |
| 1115-073 | Articles | Create articles by adding marketing content, pictures and videos and linking them to marketing campaigns. | This is part of the Standard Functionality | |
| 1115-074 | Campaigns | Personalized and targeted campaigns that promote products through advertisement, articles and promotions. Drive sales through rich campaign content such as videos, images and targeted messaging. The following options are available: articles / banners / videos. | An initial set of campaigns will be created and training will cover ongoing scheduling and creation of new campaigns. | 5457 - BPS.55<br>5431 - BPS.47 |
| Account Management | | | | |
| 1115-075 | B2B Registration | B2B Customer registration through registration form available at portal. Customer must provide the required information and match the minimum requirements to be defined by rules (i.e.: License number). | Site will use basic eCommerce B2B Registration, but it will be configured to use the validation criteria specified by NHLC. Some data should not be editable by B2B customers. This list of non-editable data will be defined by NHLC. | 5418 - BPS.20 |
| 1115-076 | B2B Create Additional Logins | Master user can create additional login under their account to set roles and credentials, and track activities. | The additional logins will be held on the eCommerce side (no integration). | 5419 - BPS.9 |
| 1115-077 | B2B Forgotten Password | Master user can reset forgotten password. | | |
| 1115-078 | Business Customer Account Page | Dashboard with account information provided by ERP for customer and their activities. (i.e. customer details, outstanding balance, order history, wish lists, saved cards, billing details, shipping address). | This data integrates once a day and will be up to 24 hours behind | |
| 1115-079 | Representative Administrator/ User Security | User can reset password by answering security questions and receiving an activation code by e-mail. | | |
| 1115-080 | Accounts Receivable Data Display | A business can see an overall view of their account balances with the state. | Scope:<br>Display account balance.<br>Display credit limit. | 5458 - BPS.19 |

| REQ # | FUNCTIONALITY | DESCRIPTION | ASSUMPTIONS | REFERENCE TO NHLC DEVOPS # |
|---|---|---|---|---|
| | | | Allow for orders to be placed on account up to the available credit limit.<br><br>Intention is for licensees to be able to pay on account from B2B site and see payment history. | |
| **Product Information Management** | | | | |
| 1115-081 | Product Images | Define product images used during product discovery and purchase (i.e. product list page, product details pages, shopping cart, order confirmation). | Two product images (full size, thumbnail) are anticipated for use across the site | |
| 1115-082 | Product Attributes | Set and link attributes to products to enhance product discovery. | B2B site will use the same images as B2C. | |
| 1115-083 | Category Management | Multiple category hierarchies enable categorization of products across different product lines. Ability to automatically assign categories through product attributes. | Categories will be manually created via the studio by NHLC | |
| 1115-084 | Inventory Update | Update site inventory records on order placement to adjust product availability. | Will leverage same functionality as B2C site | |
| 1115-085 | Inventory Visibility | Product availability through all locations and distribution channels can be displayed on the site. | Will leverage same functionality as B2C site; however, licensee should only see inventory accessible to their license type | |
| **Purchase Journey** | | | | |
| 1115-086 | Faceted Based Filtering | Filter product search by attribute enables quick and relevant product search results. | Assuming B2B filters will differ from B2C. Global facets will be set up initially, and the facets will utilize the standard input types (i.e.: Type Ahead, and check box). | S413 - BPS.64<br>S416 - BPS.52<br>S416 - BPS.63 |
| 1115-087 | Category View | Search for products by using the categories navigation bar. | The navigation bar will be set manually to ensure the best possible user experience and intuitiveness. Further updates can be adjusted by NHLC after go-live. | |
| 1115-088 | Name Based Search | Search product by name displaying all dimensions related to the product. | The standard of this is Code, SKU, Name, and UPC | S415 - BPS.53 |
| 1115-089 | Find Product by Partial Info | Search displays products that contain partial information entered into the search query. | This is supported by the Standard Functionality | S415 - BPS.53 |

| REQ # | FUNCTIONALITY | DESCRIPTION | ASSUMPTIONS | REFERENCE TO NHLC DEVOPS # |
|---|---|---|---|---|
| 1115-090 | Product Detail page | Product detail page with marketing campaign containing marketing content: articles / videos / rating / related products. | The B2B product detail will differ from B2C | |
| 1115-091 | Product Promotion | Broadcasting configuration to display and promote products using news, announcements, product detail page, prominent banner, campaigns and customer education. | This is covered in the B2C SOW | \$457 - BPS.55<br>\$403 - BPS.45 |
| 1115-092 | Inventory search assistance | Streamlined displays and options throughout the purchase journey and within the shopping cart to find a location with inventory for a given product. | This functionality will be reused from the B2C site, but will need to have interface modified to work with B2B | \$453 - BPS.60 |
| 1115-093 | Product Eligibility | Define the availability of products by customer and only display products they are eligible to purchase. | Must be based on NHLC defined eligibility based on license type and product restrictions | |
| 1115-094 | Related Products | Suggest products according to a currently selected product based on a set of pre-defined rules. | The set of rules to populate the related product carousel set by Weduwill be used for this functionality. | |
| Pricing, Tax, Fees and Promotions | | | | |
| 1115-095 | B2B Pricing | Set price list by groups: license type, territory, sales volume or segment. | Pricing groups (on/off premise, warehouse or brokers) and ceiling pricing will be used to display appropriate pricing. | \$450 - BPS.9<br>\$433 - BPS.3<br>\$434 - BPS.8<br>\$435 - BPS.59<br>\$430 - BPS.2<br>\$447 - BPS.51<br>\$448 - BPS.46 |
| Order Entry | | | | |
| 1115-096 | Past Purchase | Access previous orders and add items to a new shopping cart by adjusting desired quantities. | This will exist as an additional filter on the product list page. | \$441 - BPS.14 |
| 1115-097 | Wish Lists | Select products throughout the site and assign to customer labelled lists for later purchase. | This is part of the Standard Functionality | |
| 1115-098 | Saved Carts | Users can save incomplete shopping cart and return later to adjust items and quantities. | This is part of the Standard Functionality | |
| 1115-099 | Availability checks | Option to restrict licensee to only checkout with items all products are available in inventory. | This includes that an order can only be assigned to a single store or fulfilled entirely from the warehouse. | |
| 1115-100 | Order Upload | Upload order by using template (i.e. .xls file) to place the order on B2B portal. | This is based on a specific NHLC provided csv order template. | \$442 - BPS.15 |

| REQ # | FUNCTIONALITY | DESCRIPTION | ASSUMPTIONS | REFERENCE TO NHLC DEVOPS # |
|---|---|---|---|---|
| 1115-101 | Quick Add | Quick add items to shopping cart by setting quantity and creating a new line to the order, without leaving search page. | This is part of the Standard Functionality | |
| 1115-102 | Save Partial Orders | Users can save incomplete shopping cart and return later to adjust items and quantities. | This is handled by saved carts | |
| 1115-103 | Limited Supply Indication | Highlight to customers when a product's inventory is at a pre-configured limited supply threshold. | This will leverage logic from B2C | |
| 1115-104 | Order Restrictions | Specific products that are temporarily not available for sale can be set to be hidden on the site. | This is part of the Standard Functionality | |
| 1115-105 | Mobile Ordering | Mobile first design permits dynamic screen adjustment to phone and tablet sizes, and convenient order placement. | Evertice shall use desktop, tablet and phone form factors during their QA process. | $466 - BPS.57<br>$522 - BPS.35B |
| Checkout | | | | |
| 1115-106 | Order Confirmation | Allows licensee to review an order before confirmation displaying order lines, images (optional), total order before tax, fees and order total amount. | This is part of the Standard Functionality | $437 - BPS.17 |
| 1115-107 | B2B Checkout | Order integration with ERP providing all the placed order information (customer, purchased products, selected carrier, requested delivery date, billing details, account update, and triggering all the activities related to the order fulfillment.) | This is part of the Standard Functionality. Licensees can select delivery method, pick up in warehouse or pick up in store | $439 - BPS.10 |
| Payments | | | | |
| 1115-108 | Orders On Account | Licensees will be able to place orders against their house credit limit defined in the ERP. | Evertice will not stop an order from being created. However, warnings will be display to notify a licensee once they have hit their credit limit. | $446 - BPS.4 |
| 1115-109 | Credit Card | Enable payments by using credit card using tokenized credit card payments. | | $444 - BPS.4 |
| 1115-110 | Payment Processing Integration | APIs permit integration with third party payment processors. | Payment processor build for B2C will be leveraged. | |
| 1115-111 | Payment Confirmation | Order fulfillment does not proceed until payment confirmation received. | This is part of the Standard Functionality | |
| Omni-Channel | | | | |

| REQ # | FUNCTIONALITY | DESCRIPTION | ASSUMPTIONS | REFERENCE TO NHLC DEVOPS # |
|---|---|---|---|---|
| 1115-112 | Buy Online Pickup-in-Store | Licensees able to buy online and pick up in store. Nearest store with available inventory is highlighted to licensee. Changes to orders occur within ERP/CRM. | For B2B this will encompass all stores but with different timeframes for pick up time than B2C functionality | 5438 - BPS.61<br>5452 - BPS.44<br>5443 - BPS.62 |
| 1115-113 | Buy Online Pickup in Warehouse | Licensees able to buy online from warehouse inventory and pickup in warehouse | | |
| 1115-114 | Buy Online for Pickup in Warehouse by a licensed carrier | Licensees able to buy online from warehouse inventory for shipment from warehouse by licensed carrier. | The carrier being used will be selected/handled outside of Evertica. | |
| Order Fulfillment | | | | |
| 1115-115 | Order Status Update | Display the order status according the fulfillment process (stages) | This is supported in the Standard functionality and is covered in the integrations section | 5437 - BPS.17 |
| 1115-116 | Store Pickup Fulfillment Tool | A tool used by stores to fulfill "Pick up in Store" eCommerce orders. | | |
| Document and Reports | | | | |
| 1115-117 | Invoice History | View previous invoices through order history at customer page. | This is part of the Standard Functionality; Will be handled with interface from MAPPER | 05456 - PS.19 |
| 1115-118 | Order History | View order history under Account Page. | This is part of the Standard Functionality | 5441 - BPS.14<br>5459 - BPS.65 |
| Wholesaler Fee Management | | | | |
| 1115-119 | Wholesaler Fee Payment Form | A wholesaler can log into the site and enter the quantity of applicable beverages for fee calculation. | This will require a state approval layer before changes are visible on the portal. Beer Tax Functionality. | 4738 - ENF.9<br>4743 - ENF.23 |
| Application Management | | | | |
| 1115-120 | CMS for Developers | Developer can extend the CMS with access to: master pages / HTML / CSS. | This is part of the Standard Functionality. | 5409 - BPS.49<br>5460 - BPS.18 |

| REQ # | FUNCTIONALITY | DESCRIPTION | ASSUMPTIONS | REFERENCE TO NHLC DEVOPS # |
|---|---|---|---|---|
| 1115-121 | Development Tools | Standard development tools are used to manage the environment. | This is part of the Standard Functionality | 5409 - BPS.49 |
| Infrastructure | | | | |
| 1115-122 | Cloud | Solution deployed to the highly scalable Azure platform. | This is part of the Standard Functionality | |
| 1115-123 | Accessibility Implementation | Implementation of applicable items from the Web Content Accessibility Guidelines (WCAG) 2.0 AA standards. | | |

### 2.1.3 Release 2 - B2B+ Functionality

| REQ # | FUNCTIONALITY | DESCRIPTION | ASSUMPTIONS |
|---|---|---|---|
| B2B+ Functionality | | | |
| 1115-135 | B2B+ Suite Access | A set of links and pages to allow for navigation to all of the B2B+ specific functionality that does not fall within the existing B2B pages. | |
| 1115-136 | Broker/Supplier Administrator Account | Business (Broker/Supplier) Administrator manages customer user account details and controls access credentials.<br><br>Security permissions set (role assignments) for access to accounts.<br><br>Ability to Edit users (based on NHLC license number and security role - only manager can modify, add and delete users). | User and manager roles are included for role assignment. |
| 1115-137 | State Administrator account | State Administrator manages customer user account details and controls access credentials. State will also have the ability to manage users/account managers | |
| 1115-138 | Allocated Products | Allocations - The eCommerce site will only allow orders to be placed that have available allocated inventory. A set of views will be available for reviewing allocations: "Allocated Products" (Brokers see all of their product that they can allocate with NHLC approval - also has filters for "Active Allocations", "Completed Purchases" (allocations that have actually been ordered), and "Expired Allocations". (allocations have to have an end date so they do not stay allocated indefinitely) | For direct ship from the DHL warehouse only. This data will be imported from MAPPER through a CSV import or managed via the admin panel. |

| REQ # | FUNCTIONALITY | DESCRIPTION | ASSUMPTIONS |
|---|---|---|---|
| 1115-139 | Allocation Management | Allocated Products page for NHLC to approve all allocations. | Available through the state administrator account. |
| 1115-140 | Product Edits and Additions | Brokers and Suppliers can submit new products and edits for existing products for approval using a specified form. | |
| 1115-141 | Product Edits and Additions Management | State Administrator can review and approve submitted product entries and product edits. | Available through the state administrator account. |
| 1115-142 | Allowance Offers | Allowance offers can be submitted using a specified form. | |
| 1115-143 | File Downloads | An area to download files made available by NHLC. | Any files included on the file download page will not be account/user specific. |
| 1115-144 | Order Integrations | Any orders placed on the B2B portal will be integrated to both MAPPER and DXL. | |
| 1115-145 | In/Out of State Orders | Brokers will have the ability to place in-state orders with fees paid to NHLC and out of state orders with no fees required. Both will require approval from NHLC before being completed. | Only one level of approvals will be available for both types of orders whereby NHLC staff can approve the order. Following the approval the order will be integrated to MAPPER. |
| 1115-146 | Order Approvals | Allows a State administrator to approve orders meeting specific criteria before the orders continue along to the fulfillment process. | Available through the state administrator account. |
| 1115-147 | B2B+ Static pages and links | A set of static pages and links that provide B2B relevant information | Page contents will be provided by NHLC. The pages are: NHLC Return Policy. The links are: NH.Gov site; NH.Gov/Liquor, Enforcement & Licensing; NH.Gov/Liquor/Wholesale; About Us; Employment Opportunities; Related Links (Brokers List; New Hampshire Wineries; Supplier Links; Organization Links; Government Links; Information Links); Contact Us |
| 1115-148 | Broker Reports | The site will include a Power BI viewer for Brokers to have the ability to pull up reports created within Power BI | The building of reports will occur outside of the eCommerce solution and be consumed on the B2B site |
| REQ # | FUNCTIONALITY | DESCRIPTION | ASSUMPTIONS |

| REQ # | FUNCTIONALITY | DESCRIPTION | ASSUMPTIONS |
|---|---|---|---|
| 1115-014 | Faceted Based Filtering | pages for the following: Product Catalog, Online Order History, Restricted Products - Generic, Web Customer Contacts (Can see all users associated with licenses), Allocated Products (based on license), Delisted or Suspended Products (all)<br><br>Licensee can see "Wholesale Bottle List" - Their product that is available by the bottle (Could be a filter) | Based on existing functionality spread through site today. Most of the pages will be included as a product list filter where applicable. During configuration, an attribute will be created that will need to be populated by NHLC to indicate whether a product is available by the bottle. This will then be a filter that is made available on the product list page. |
| 1115-033 | Wish Lists | "Shopping List" - favorites, wish list (product they order regularly) | |
| 1115-054 | Site Analytics | Allows NHLC IT staff to review system activity log for issue tracking | NHLC will have the same tracking Evenica leverages (Google Analytics, integration monitor, error logs) |
| 1115-076 | B2B Create Additional Logins | Allows licensees to set up new user (based on NHLC license numbers) | |
| 1115-078 | Business Customer Account Page | Licensees that do not have an account status of active will not have the ability to place orders.<br><br>Licensee can see all orders and balances due on ICE (not on payment page - different area)<br><br>If you click Wholesaler tab and sign in, will see: "Current Status" - Can see license information (currently from MLO to MAPPER to ICE) License #, Effective and Expiration Date of license (date range), Application (Primary license type), Type (secondary license type), Status (of license), Status Date (last date of status change), S-P-I Date (date the business was established), Phone (of licenced premise on MLO record), MTS Date (date of training), MTS Person (designated trainee for licensee), MTS Warning (date if training has not been completed when license will be suspended if training is not completed), Addresses - "Applicant", "Billing", "Mailing" (MLO), and Business (AR), Accounts Receivable - Pending: (non-invoiced open orders - not shipped), Order Number, Order Creation Date, Expected Ship Date, Total Amount of Order. Current Receivable: Invoice Number, Ship Date, Invoice Due Date, Total Amount of Invoice. Also displays credit memos, unapplied payments on account. | Account status will be integrated in from MAPPER via CSV file. Account balance, credit limit from eCommerce are included, and are only summary level (not line level). All data must be available in the account integration files from MAPPER. |

| REQ # | FUNCTIONALITY | DESCRIPTION | ASSUMPTIONS |
|---|---|---|---|
| 1115-089+ | Find Product by Partial Info+ | Able to search by partial or full name, partial or full brand code. | |
| 1115-092+ | Inventory search assistance+ | "Inventory" - When brand code is entered, licensee can see product description and can drill down to see additional product details and inventory by location for that product. Inventory is by location - all stores (by bottle) and warehouses (by case) | |
| 1115-103+ | Orders On Account+ | The order of licensees that are above their credit limit or will be by placing an order will be given a 'hold status. This status will be send to MAPPER and DHL as part of the order integration. | Credit limit and available credit will be integrated to B2B portal from MAPPER. |
| 1115-109+ | Credit Card+ | Licensee orders can be paid with credit card (link to hosted payment page on ICE) | |
| 1115-112+ | Payment on Account+ | Brokers will have the ability to pay off outstanding balances via the B2B portal using the payment processor being implemented for B2B.<br><br>"Make a Payment" - Brings the licensee to the ICE payment page<br><br>Payment Pages for Licensee payments for orders and on account (Link from Webnet)<br><br>Payment Page has link to Licensing (MLO) site | Broker balances will be integrated from MAPPER via CSV files. |
| 1115-118+ | Invoice History+ | "Purchases" - Can see "Licensee-Purchase Summary". Can select "Invoices" (Every invoice for licensee for date range they have selected) and input date range. Shows: Invoice #, date, location (where product was picked up), # of bottles, total amount of invoice) If licensee drills down into invoice can see line items on invoice: Brand, Description, Size, Bottles per product (rolled up), Amount (of line). If drill down into brand code, can see all invoices that the brand code was ordered on in date range selected. | All required data will be provided by MAPPER. |

| REQ # | FUNCTIONALITY | DESCRIPTION | ASSUMPTIONS |
|---|---|---|---|
| 1113-149 | Order History | A broker who places online orders can see the following details for each order: "Order Status" (Order Status from DHL), Confirmation Number (from DHL), Web Order #, Broker Ref. number (submitted by broker at time of order - free text field), Order Date and Time, Expected Ship Date (selected by licensee at time of order), customer # (attached to user account), Contact (user that signed on), Order Name (Defaults to name of licensed premise but can be edited).<br><br>Can select "Products", input date range, can see all products ordered by licensee during that date range (Brand, Name, Size, # of Bottles ordered, total amount) & drill down into brand, can see: Invoice #, Date, Location, # of Bottles, Total Amount for those Bottles) | Only eCommerce orders will be covered within order history. |

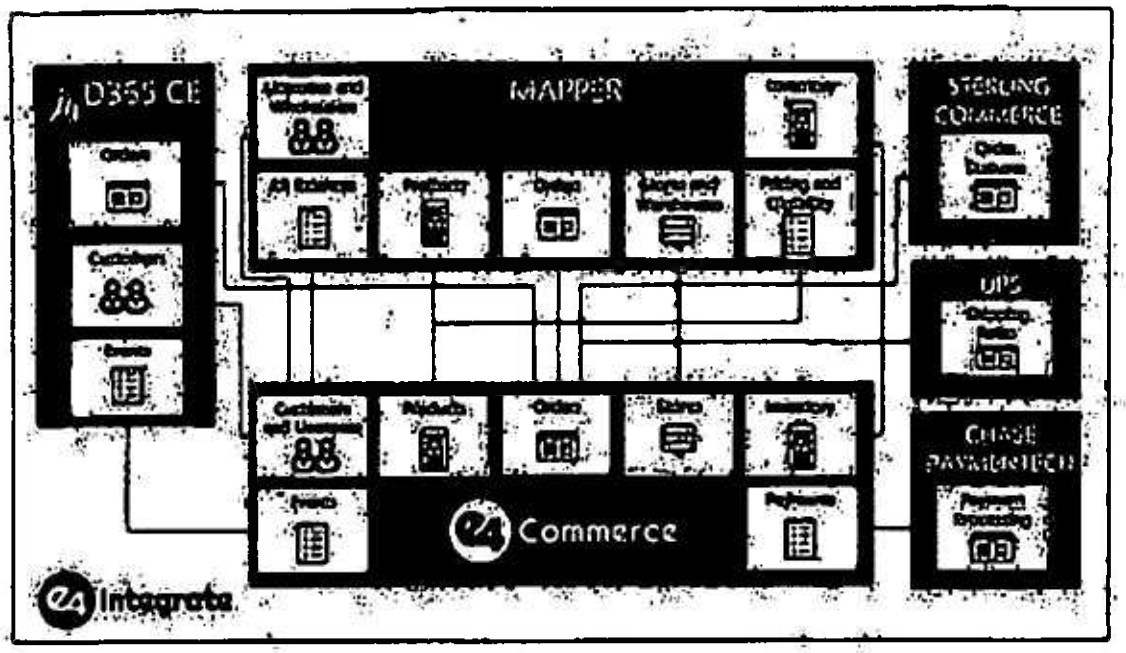
## 2.2. Out of Scope Functionality

Any functionality not otherwise specified in Section 2.1, shall be considered out of scope for the purpose of this Contract, including the following:

- Online Split Payments
- Development of Loyalty Program
- Online Returns (Release 1 will allow a manual returns process in the POS and warehouse)
- Broker Report Development

## 2.3. Data Integration Mapping

The diagram below outlines the anticipated flow of data required for the solution prior to the NHLC's cutover to Dynamics 365. This data flow shall be analyzed and confirmed or modified as part of the technical mapping scheduled to occur immediately following project kickoff.




### 2.4. e4Commerce Integrations

Integrations for each Release are detailed below. In the tables below, each REQ # maps to a REQ # in Section 2.1 of this Exhibit. The tables detail the Entity, or category of data to be integrated, as well as the system the data will come from and the system the data will feed to. The Job Agent describes how the data will be moved from system to system and the frequency describes how often the data will be moved.

#### *2.4.1. Release 1 – B2C Integration*

| REQ # | Entity | From | To | Job Agent | Frequency |
|---|---|---|---|---|---|
| 1115-055 | Product Master | MAPPER | e4Commerce | File Transfer | Daily |
| 1115-056 | Product Images | Zip folder of images with mapping document | e4Commerce | File Transfer | Daily |
| 1115-057 | Product Attribution | Import File | e4Commerce | File Transfer | Daily |
| 1115-058 | Product Inventory | MAPPER | e4Commerce | File Transfer | Hourly |
| 1115-059 | Store Master | MAPPER | e4Commerce | File Transfer | Daily |
| 1115-060 | Store Hours | MAPPER | e4Commerce | File Transfer | Daily |
| 1115-061 | Sales Pricing | MAPPER | e4Commerce | File Transfer | Daily |
| 1115-062 | Shipping Rates | UPS | e4Commerce | API Call | Real Time |

| | | | | | |
|---|---|---|---|---|---|
| 1115-063 | Customers | e4Commerce | D365 CE (if applicable) | OData | Real Time |
| 1115-064 | Orders | e4Commerce | MAPPER | File Transfer | Minutes |
| 1115-065 | Orders | e4Commerce | D365 CE (if applicable) | OData | Real Time |
| 1115-066 | Order Status | Sterling Commerce | e4Commerce | File Transfer | Minutes |
| 1115-067 | Events Calendar | D365 CE (if applicable) | e4Commerce | API Call | Daily |
| 1115-068 | Payment Processing - Authorization | e4Commerce | Chase Paymentech | API Call | Real Time |
| 1115-069 | Payment Processing - Capture | e4Commerce | Chase Paymentech | API Call | Batch |

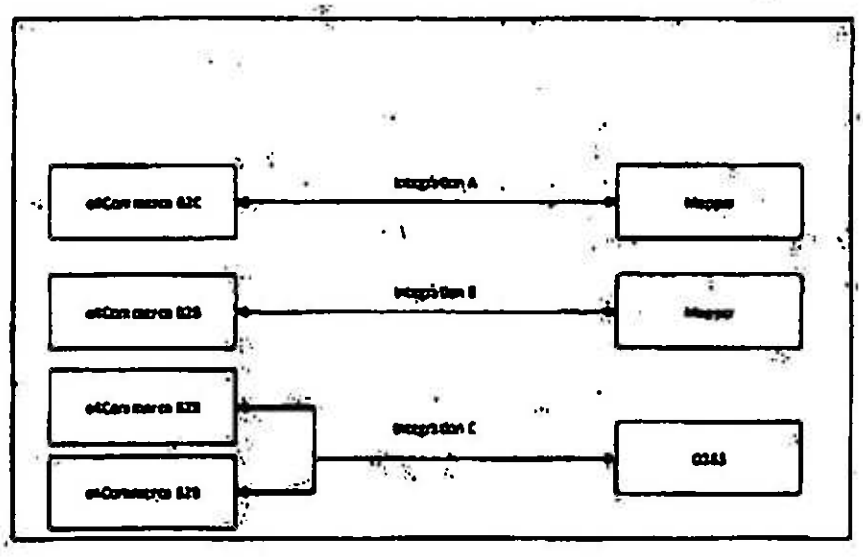
### 2.4.2 Release 2 – B2B Integrations

| RFQ # | Entity | From | To | Job Agent | Frequency | Assumptions |
|---|---|---|---|---|---|---|
| 1115-124 | Employee Data | MAPPER or D365 | e4Commerce | File Transfer | Daily | |
| 1115-125 | Licensee Pricing | MAPPER or D365 | e4Commerce | File Transfer | Daily | pricing ceiling transitions is assumed to be handled by MAPPER. |
| 1115-126 | Order Integration update | e4Commerce | MAPPER, D365 or Sterling Commerce | File Transfer | Minutes | Updates needed for B2B carrier selection. The transaction will need to go to a single source (decision yet to be determined). |
| 1115-127 | Order Status | Sterling Commerce | e4Commerce | File Transfer | Minutes | |
| 1115-128 | Credit Information | MAPPER or D365 | e4Commerce | File Transfer | Daily | |
| 1115-129 | AR balances | MAPPER or D365 | e4Commerce | File Transfer | Daily | |
| 1115-130 | Product eligibility | MAPPER or D365 | e4Commerce | File Transfer | Daily | |
| 1115-131 | Product attribute updates | Import File | e4Commerce | File Transfer | Daily | B2B facing attributes |
| 1115-132 | Wholesale Fee Order Integration (Beer tax) | e4Commerce | MAPPER | File Transfer | Minutes | |
| 1115-133 | Wholesale Account Information | MAPPER, MLO, or D365 | e4Commerce | File Transfer | Daily | This will be either from MLO, MAPPER or D365. |

### 2.4.3 B2B+ Integrations

| RFO # | Entity | From | To | Frequency | Assumptions |
|---|---|---|---|---|---|
| 1115-149 | Wholesale Account Information | MAPPER/NLO | e4Commerce | Daily | This will be either from NLO or MAPPER. |
| 1115-150 | Broker/Vendor accounts | MAPPER | Business Portal | Daily | |
| 1115-151 | Product Updates | Business Portal | MAPPER | Daily | |

### 2.4.4 Integration Strategy




**Integration A:** Integration exercise consisting of the production grade integration of the entities from MAPPER to e4Commerce B2C. The effort for Integration A is included in Exhibit A1 of this Contract and the cost for Integration A is included in the Milestone Payment Schedule in Exhibit B of this Contract.

**Integration B:** Integration exercise consisting of the production grade integration of the entities from MAPPER to e4Commerce B2B. The effort for Integration C is included in Exhibit A1 of this Contract and the cost for Integration C is included in the Milestone Payment Schedule in Exhibit B of this Contract.

**Integration C:** Integration exercise consisting of future remapping of data integrations from MAPPER to O365 and production grade integrations between e4Commerce B2C/B2B and O365. The effort and cost of Integration C will be managed as a Major Enhancement as part of the ongoing support and maintenance services between Evenica and the NHLC as described in Exhibit A2 of this Contract and Paragraph B of Exhibit B.

### 2.5. Page Design and Accessibility

Evenica shall follow a Mobile First approach to front end Page design. NHLC shall provide mock-ups of any changes to the design for both the mobile and desktop experience. This Deployment assumes Standard Complexity for eCommerce design. NHLC and Evenica shall agree to a definition of standard design complexity during the Discovery and Design task of each phase of the project.

### 2.6. Systems and Environments

Evenica shall host and manage the Development (DEV) environment and Quality Assurance (QA) environment. NHLC shall host and manage the User Acceptance Testing (UAT) environment and Production (PROD) environment. Evenica shall promote all code between environments (i.e. from QA to UAT and from UAT to Prod).

### 2.7. Quality Assurance Considerations

Evenica Quality Assurance (QA) testing methodology is outlined in Section 5.0. Evenica shall provide a Preliminary QA Document during the Discovery and Design task of each phase of the project to outline the testing structure and high level user scripts that form the foundation of future Sprint based testing. The QA Document shall be a living document shared between all parties throughout the entire project to ensure business objectives are met, and minimize disruptions during production Go-Live. Evenica's QA testing shall include, but shall not be limited to, the following:

#### *2.7.1 Performance*

Evenica shall validate all applications to sustain heavy traffic loads by utilizing the Apache JMeter tool. Specific testing shall include: load testing, stress testing, performance testing on different internet connection speeds, load balancing and redundancy.

#### *2.7.2 Security*

Evenica shall follow the ISO 27001 security standard. During QA testing and Release planning, the following security considerations shall be assessed and scans, if applicable, shall be conducted:

- Submitted Data Validation / Sanitization
- XSS / SQL Injection
- Network Scanning
- Vulnerability Scanning
- Password Cracking
- Log Reviews / Monitoring
- Integrity Checkers
- Virus Detection
- Web Application Firewalls

### 2.7.3 *Accessibility*

Evenica shall comply with the Web Content Accessibility Guidelines (WCAG) 2.0 AA standard. Evenica shall use internal testing protocols that evaluate accessibility up to WCAG 2.1 AA. At the request of the State for third party validation, Evenica shall partner with Mohawk College to utilize their Accessible Media Production laboratory, a unique program in North America that facilitates real user interactions with people with disabilities. Evenica shall ensure that site scoring using the Google Accessibility Audit is greater than 95%

### 2.7.4 *PCI Compliance*

Evenica attests that it has complied with all applicable PCI DSS requirements, and has performed the necessary steps to validate its compliance with the PCI DSS. Evenica shall be responsible for the security of the services they provide as it impacts the cardholder data environment. Evenica shall supply the current status of their PCI DSS compliance, evidence of its most recent validation of compliance upon execution of this contract. Evenica shall maintain its compliance throughout the duration of the Contract, and shall supply an attestation of compliance at least annually. Evenica shall immediately notify the NHLC Program Manager if it learns that it is no longer PCI DSS compliant and shall immediately provide the steps being taken to remediate the non-compliance status. In no event shall Evenica's notification be later than seven (7) calendar days after it learns it is no longer PCI DSS complaint.

## 2.8. Training

During the Deployment of the e4Commerce platform, Evenica shall provide thorough walkthroughs of deployed functionality with each sprint handoff.

Prior to End-to-End User Acceptance Testing, Evenica shall provide training to the NHLC following a "train the trainer" approach. Evenica shall provide standard admin panel training documentation which shall be updated to include any custom features introduced under this Contract. Evenica shall provide End User and Technical Training as well as training documentation to resources selected by the NHLC during the training sessions detailed below. At the sole discretion of the NHLC, the training documentation provided by Evenica may be retained and copied for the NHLC's use for the training of remaining NHLC staff and end users. After the agreed upon included training sessions, the NHLC shall be responsible for the copying of the training documentation and facilitating any training sessions required for remaining NHLC staff and end users.

The following remote training sessions are included:

- 16-hours of training on how to manage and update website content and marketing campaigns via the admin panel.
- 16-hours of technical training to cover the overall architecture Remote training sessions to cover the overall system architecture, code management, Deployments and maintenance.

## 3.0 PROJECT METHODOLOGY

Evenica's project implementation shall utilize a Sprint based methodology within an overall sequential Project Phase structure. Sprints shall be scheduled at regular intervals over the project timeline and require a high degree of collaboration between Evenica and NHLC.

Scheduled and incremental functionality shall be deployed during each sprint according to the sprint schedule set forth in sections 4.1 and 4.2 of this Exhibit. Sprints shall include Evenica verification testing (QA) and NHLC validated testing (UAT).

Specified Deliverables are scheduled throughout the Project Phases that act as Milestones and a barometer of overall progress. The proper and timely implementation of a software platform is dependent on each party's commitment to the proper and timely performance of their respective obligations and responsibilities.

### 3.1. Phase 1 – Discovery

The Discovery phase is the foundation of a successful software platform Deployment. Evenica and the NHLC shall schedule adequate time and resources to identify and document business requirements, technical constraints, roles and responsibilities, DevOps methodology and the project schedule. Evenica shall lead an eCommerce needs assessment for the remainder of the NHLC eCommerce project and shall produce the following deliverables:

1. **Project Charter** – Identifies the participants in the project with their roles, responsibilities and process of engagement.
2. **Requirements and Scope Document** – Describes NHLC's specific omni-channel eCommerce needs and maps them to the functionality deployed under section 2.1 of this Exhibit, and identifies additional desired functionality which may be deployed by either a Change Order to this SOW, or through future optimization. NHLC shall specify the design of Page Skins through mock-up sketches.
3. **Preliminary Quality Assurance (QA) Document** – Describes preliminary and high-level User Stories that form the basis of Test Scripts which are utilized in Quality Assurance (QA) and User Acceptance Testing (UAT). This is a living document that changes throughout the course of Deployment when additional details are added and changed as needed.
4. **Project Schedule** – Outlines the expected deliverables throughout the project, the anticipated schedule of achieved Milestones, and the scheduled Functionality that will be deployed by Sprint.
5. **Preliminary Technical Specification Document** – Outlines the technical specifications and DevOps infrastructure required for the project. Systems such as the Development (DEV) environment, Quality Assurance (QA) environment, User Acceptance Testing (UAT) environment and Production (PROD) environment must be available at the necessary time

during the project timeline. This is a living document that changes throughout the course of Deployment when additional details are added and changed as needed.

### 3.2. Phase 2 – Base Deployment

The Base Deployment Phase shall include the setup and configuration of the core software platform by Evenica on the DEV, QA, UAT environments. Evenica shall also set up and configure the PROD environments during this Phase. Evenica shall create Page Skins for the Home Page, Product List Page, Cart Page, Checkout Page and Confirmation Page. Evenica shall provide the following deliverables during this Phase:

1. **Base Site Deployed to UAT** – NHLC shall review and approve Page Skins in the UAT environment.
2. **Preliminary Technical Design (TD) Document** – Outlines the specific technical details of the NHLC Deployment of the software platform. This is a living document that changes throughout the course of Deployment when additional details are added and changed as needed.
3. **Updated QA Document** – Functionality and Test Scripts are added as needed and cross referenced with Requirements and Functionality. Test Scripts form the basis of QA and UAT activity.

### 3.3. Phase 3 – Configuration & Customization

The Configuration & Customization Phase is sprint based. During this phase, Evenica shall complete the scheduled Deployment of each functionality including the necessary data integrations. Test Scripts for the scheduled functionality shall be verified by Evenica in the QA environment prior to Deployment to the UAT environment. The NHLC shall validate Test Scripts in the UAT environment in accordance with sprint schedule. The NHLC shall create issues and track resolutions in the Evenica ticketing system (JIRA). This project shall begin with a clean JIRA project so that everything can be tested from the start. This project Phase requires a high degree of collaboration between Evenica and the NHLC for the successful and incremental Deployment of the software platform. During this Phase, Evenica shall provide the following Deliverables:

1. **Specified Functionality Deployed to UAT** – Evenica shall deploy functionality to the UAT environment and the NHLC shall validate the scheduled Test Scripts.
2. **Sprint Release Document** – Outlines the Functionality deployed during each sprint, the Test Scripts tested in the QA environment and UAT instructions for the NHLC.
3. **UAT Issue Tracking** – NHLC identifies issues as they arise in the UAT environment and creates tickets in JIRA that adequately describe the issue. Evenica address the issue in a timely manner and tracks resolution within the ticket.
4. **Updated QA Document** – User Stories and Test Scripts are added as needed and cross referenced with Requirements and Functionality. Test Scripts form the basis of QA and UAT activity.

5. **Updated TD Document** – Technical details from each Sprint are added as needed.

### 3.4. Phase 4 – Quality Assurance

The Quality Assurance (QA) Phase shall occur throughout the entire Sprint plan. Its purpose is to verify the successful Deployment of each functionality. Evenica QA personnel shall conduct testing within the QA environment. Testing shall be based on Test Scripts that evaluate whether the User Stories and Requirements are functioning as expected. This shall include regression testing as new sprints are introduced. After the Configuration and Customization Phase, one Sprint shall be dedicated entirely to end-to-end testing of the e4Commerce platform. The formal sprint hand-off process shall be as follows:

1. Evenica shall develop and test planned sprint functionality.
2. Evenica shall provide a walkthrough of the sprint functionality in the UAT environment.
3. Evenica shall submit the sprint release notes and QA test results to the NHLC.
4. Evenica shall invoice the NHLC for the sprint hand-off to UAT.

During this Phase, Evenica shall provide the following Deliverables:

1. **Sprint Release Document** – Includes the results of Sprint based QA testing.
2. **End-to-End User Validation Check List** – Evenica shall document the entire end-to-end test plan. Evenica shall design the test plan to validate that the business requirements are successfully functioning in the QA environment. Evenica shall summarize the results of QA testing in a check-list, which shall form the basis for testing in the UAT environment.
3. **QA Release to UAT** – Once all parties agree that the results of End-to-End testing in the QA environment are satisfactory, based on agreed upon exit criteria, they shall sign an acknowledgement that End-to-End testing in the UAT environment will commence.

### 3.5. Phase 5 – User Acceptance Testing

The User Acceptance Testing (UAT) Phase occurs throughout the Sprint plan. Its purpose is to validate functionality in the UAT environment. NHLC shall be responsible for conducting Test Scripts in the UAT environment and shall ensure that designated personnel are available as required for scheduled UAT activities. The NHLC shall use the QA test scripts provided by Evenica as a base. The NHLC shall then add additional test scenarios based on the NHLC team's expertise of the business processes. UAT shall log issues in the Evenica JIRA ticketing system and communicate when Test Scripts are not successful. As issues or defects are logged in the JIRA system, Evenica shall work to resolve them and communicate the resolution to the NHLC team. After the Quality Assurance Phase, one Sprint shall be dedicated entirely to end-to-end testing of the software platform in the UAT environment based on the End-to-End User Validation Check List. NHLC shall provide the necessary resources to complete User Acceptance Testing in accordance with the project schedule. It is the NHLC's responsibility to thoroughly test all changes made to their eCommerce solution during User Acceptance Testing. Any change to a business process after Go Live, even if that process is clearly documented in the project's

original scope, will be considered a chargeable event and time will be billed to the NHLC as support and maintenance services to modify the process.

During this Phase, Evenica shall provide the following Deliverables:

1. **UAT Issue Tracking** – NHLC shall log and describe all issues encountered during UAT in the Evenica JIRA ticketing system. Evenica shall log resolution steps for each ticket as issues are resolved.
2. **UAT Sign-Off and Release to PROD** – Once the End-to-End User Validation Check List is successfully tested in the UAT environment in accordance with the agreed upon exit criteria, the NHLC shall sign an acknowledgement that the software Deployment meets the Business Requirements and is ready for Deployment to the PROD environment.

### 3.6. Phase 6 – Pilot Go-Live

The Pilot Go-Live Phase shall occur after NHLC has signed off on the UAT Release to PROD document which shall be provided by Evenica. Evenica and the NHLC shall collaboratively develop a Go-Live Cutover Plan which shall outline the strategic steps needed for a successful Pilot Go-Live. The Pilot for both the B2C and B2B Release shall involve up to ten (10) users selected by the NHLC, up to five (5) outlet stores selected by the NHLC, and shall last for a total of two (2) weeks. Pilot Go-Live shall occur within 30 days post-delivery to UAT. Additional costs may be incurred if UAT is delayed and if the NHLC determines that the delay was caused by the NHLC. Any additional cost shall be subject to the Contract Amendment process in accordance with Section 18 of NH Form P-37.

During this Phase Evenica shall provide the following Deliverables:

1. **Pilot Go-Live Cutover Plan** – Document outlining the strategic steps and the roles and responsibilities of a successful Production Go-Live
2. **Production Go-Live** – Software platform in full Production.

### 3.7. Phase 7 – Go-Live

The Go-Live Phase shall occur after Phase 6 (Pilot Go-Live). Evenica and NHLC shall work collaboratively through the strategic steps, as detailed in the Go-Live Cutover Plan, to ensure a successful Go-Live. Evenica shall provide a 30-Day Warranty Period of Post Go-Live Support where support shall be provided as requested to address any issues that may arise in the PROD Environment. During this Phase, Evenica shall deliver the following Deliverables:

1. **Go-Live Cutover Plan** – Document outlining the strategic steps and the roles and responsibilities of a successful Production Go-Live
2. **Production Go-Live** – Software platform in full Production.

3. **Project Closure** – After a 30-Day Warranty Period of Post Go-Live Support, and after any issues and defects discovered during that period are resolved to the satisfaction of the NHLC, the NHLC shall notify Evenica in writing that the Deployment project is deemed closed, and the parties shall transition to the Ongoing Support and Maintenance Agreement as detailed in Exhibit A2 of this Contract.
4. **Warranty Period** - Evenica shall provide a 30-day period of Post Go-Live Support at no charge, where support shall be provided as necessary to address any production issues the NHLC encounters after Go-Live. This shall cover any issues with the functionality defined within this Exhibit and any work to correct defects in the solution which were not discovered during User Acceptance Testing. Evenica shall notify the NHLC if a defect is not covered by the Warranty Period and, if the NHLC agrees, time spent on these tasks will be invoiced to the NHLC as support and maintenance hours as described in Exhibit A2 rather than covered by the Warranty Period. No charge Post-Go Live Support does not cover the following events:
    a. If the underlying logic or business rule has changed or a new exception has been identified;
    b. If it is an issue caused by inconsistent, missing or incorrect data provided by the NHLC;
    c. If Evenica needs to modify the Evenica code due to inconsistent, missing or incorrect data provided by the NHLC;
    d. If Evenica needs to modify the underlying data to resolve the issue (i.e. import scripts);
    e. If it is a problem caused by an application that integrates to the e4Commerce B2C or B2B platforms;
    f. If it is a hardware or software-related problem (non-Evenica software such as Microsoft SQL);
    g. If a change is required due to events occurring outside Evenica (i.e. Credit Card Merchant alters its credit card processing web service);
    h. If the issue has been caused by changes made to the site by the NHLC;
    i. If assistance is required for database sizing, performance or data recovery;
    j. If additional NHLC training is required;
    k. If support is required to diagnose and/or resolve a unique data issue that was not caused by a bug in the e4Commerce B2C and B2B platforms, the e4Integrate platform (i.e. user error or any condition listed above), or by any action of Evenica.

3.8. Risk Management

Projects involving software Deployment contain inherent risk elements, such as:

- key NHLC decision makers not attending planning sessions
- Inability to make quick decisions
- scope creep
- lack of assigned resources to the project

- unplanned staff sick days and employee turnover
- delays in environment setup and configuration
- inconsistent or missing source data

Notwithstanding the above, Evenica recognizes that NHLC's competing business needs may, from time to time, require resources to be temporarily diverted from the project. Evenica and the NHLC shall actively plan and schedule resources needed to avoid risk elements, and shall maintain frequent and open dialogue on all issues that may affect scope, budget or timeline. Evenica and the NHLC shall work collaboratively to manage and minimize such risk elements. If necessary, Evenica and NHLC will mutually agree on adjusting project scope, budget or timeline to accommodate the unforeseen risk element.

### 3.9. Change Orders

This Exhibit is intended to set clear expectations for both parties regarding the specific project detailed herein. Any additional features or tasks not specifically listed in this Exhibit are considered out of scope.

It is not uncommon during a software deployment project for an unforeseen element to emerge that requires a change in functionality, technical specification, or other element that could impact scope, budget or timeline. Evenica shall reasonably accommodate such changes within the existing scope and budget of this Contract.

If any changes are required, the NHLC will provide Evenica with a Change Order. Within five business days of Evenica's receipt of a Change Order, Evenica shall advise the NHLC, in detail, of any impact on cost, the Timeline, or the scope of the Contract.

Evenica may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the timeline or the scope of the Contract. The State shall attempt to respond to the Contractor's requested Change Order within five (5) business days. Evenica and NHLC must approve all Change Orders in writing.

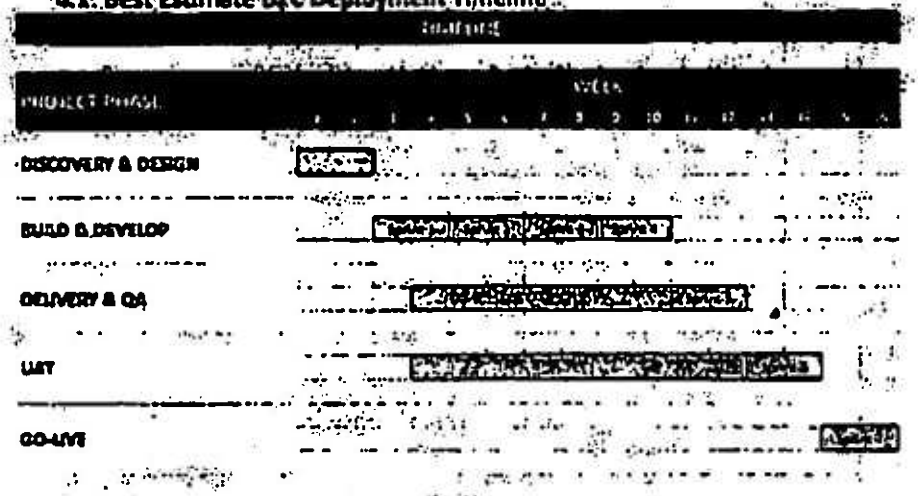
All Change Orders and Evenica's estimate for a NHLC requested change, will be acknowledged and responded to, by either accepting or rejecting the change in writing. If accepted, all Change Orders shall be subject to the Contract amendment process as specified in Section 18 of Form P-37.

## 4.0 TIMELINE

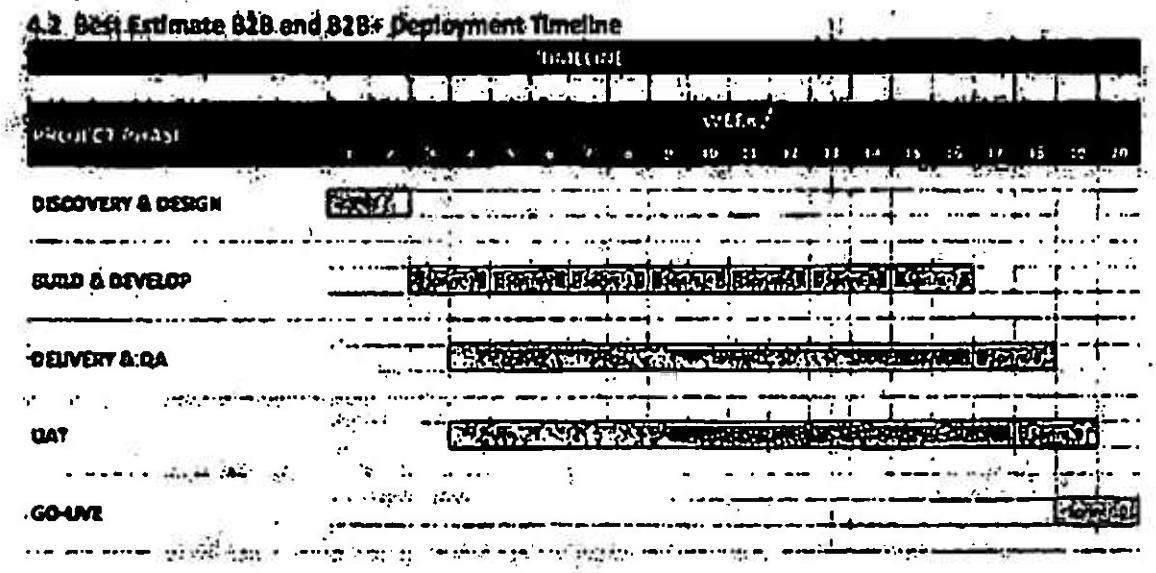
The project is estimated to take 16 weeks for the B2C Deployment and 20 weeks for the B2B Deployment from the date when Evenica resources can be scheduled. Evenica requires two weeks to schedule resources. This timeline requires available staff resources from both Evenica and NHLC, and complete and timely execution of all parties' respective responsibilities according to the project

schedule. Actual project schedule will be created collaboratively by the Evenica and NHLC Project Managers during the Discovery Phase.

### 4.1. Best Estimate B2C Deployment Timeline




### 4.2. Best Estimate B2B and B2B+ Deployment Timeline




## 5.0 RESOURCE PLANNING

This section outlines the Resources required to deploy both the B2C and B2B systems. The plan includes Evenica and NHLC Resources as both are required to execute the project within the estimated timelines. Two-week sprints are identified along the sequential project phases. The NHLC team may choose to allocate additional resources for a lesser % of time rather than one resource for the full % of

time. Administration time in this project is calculated based on a project duration of 36 weeks. Project overrun beyond this timeframe, due to NHLC changes or delays, may require a Contract Amendment to support extra administration, which shall be subject to section 18 of NH Form P-37.

Evenica shall assign the following Deployment team to this project:

| TITLE | RESPONSIBILITY |
|---|---|
| Director of Professional Services | Executive sponsorship |
| Project Manager | Project management |
| Business Analyst | Identify, document and track business requirements |
| Solution Architect | Solution design, management of software stack, DevOps assurance |
| Developer – User Experience (UX) | User interface development |
| Developer – Back End (BE) | Database and logic development |
| Developer – Integrations (INTG) | Data ETL between systems |
| Quality Assurance (QA) Technician | Quality assurance testing and validation |
| Systems Engineer (OPS) | Specify deploy and configure system environments |

## 5.1. Resource Plan for B2C Deployment

**venica**

[illegible]

CLIENT: NHLC

PROJECT: [illegible]

| | | WK 1 | WK 2 | WK 3 | WK 4 | WK 5 | WK 6 | WK 7 | WK 8 |
|---|---|---|---|---|---|---|---|---|---|
| | | DISCOVERY | DISCOVERY | Sprint 1 | | Sprint 2 | | Sprint 3 | |
| | | Requirements Discovery | Requirements Discovery / System Setup | Development Requirements | Development | Development Product List and Product Detail | Development | Development Checkout experience, and Pricing | Development |
| **VENICA RESOURCE** | | | | | | | | | |
| | | | | | | | | | |
| Project Manager | | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 |
| Business Analyst | | 40 | 24 | | | | | | |
| Solution Architect | | | 40 | 24 | 24 | 24 | 24 | 24 | 24 |
| Developer - UX | | | | 40 | 40 | 40 | 40 | 40 | 40 |
| Developer - BE | | | | 40 | 40 | 40 | 40 | 40 | 40 |
| Developer - DNTC | | | | 40 | 40 | 40 | 40 | 40 | 40 |
| Training | | | | | | | | | |
| QA Technician | | | | 8 | 8 | 8 | 8 | 8 | 8 |
| Systems Engineer (DM) | | 8 | 8 | 4 | 4 | 4 | 4 | 4 | 4 |
| | | | | | | | | | |
| TOTAL: | | 72 | 96 | 160 | 160 | 160 | 160 | 160 | 160 |
| | | | | | | | | | |
| **NHLC RESOURCES REQUIRED FOR SUCCESSFUL EXECUTION OF THIS RESOURCE PLAN:** | | | | | | | | | |
| | | | | | | | | | |
| Project Manager | | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 |
| Business process owner | | 37.5 | 37.5 | 10 | 10 | 10 | 10 | 10 | 10 |
| DOOT Tester | | | | | 37.5 | 37.5 | 37.5 | 37.5 | 37.5 |
| NHLC Tester | | | | | 37.5 | 37.5 | 37.5 | 37.5 | 37.5 |
| Integrations Specialist | | 37.5 | 37.5 | 37.5 | 37.5 | 37.5 | 37.5 | 37.5 | 37.5 |
| IT Architect | | 37.5 | 37.5 | 10 | 10 | 10 | 10 | 10 | 10 |
| DevOps Engineer | | 9 | 9 | 9 | 10 | 9 | 10 | 9 | 10 |
| | | | | | | | | | |

Ovenica

[illegible]

CLIENT: [illegible]

PROJECT: [illegible]

| | WK 9 | WK 10 | WK 11 | WK 12 | WK 13 | WK 14 | WK 15 | WK 16 | |
|---|---|---|---|---|---|---|---|---|---|
| | Sprint 4 | | Sprint 5 | | Sprint 6 - UAT | | Sprint 7 - Go Live | | |
| | Development Complete and internal production | Development | Dev to Dev Quality Assurance | Dev to Dev Quality Assurance | Dev to Dev UAT | Dev to Dev UAT | Release planning and preparation | Go Live | |
| OVENICA RESOURCES | | | | | | | | | TOTAL HRS |
| Project Manager | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | [illegible] |
| Business Analyst | | | | | | | | | [illegible] |
| Analytics Analyst | 24 | 24 | 0 | 0 | 0 | 0 | 0 | 0 | [illegible] |
| Developer - LO | 40 | 40 | 24 | 24 | 0 | 0 | 0 | 0 | [illegible] |
| Developer - EI | 40 | 40 | 24 | 24 | 0 | 0 | 0 | 0 | [illegible] |
| Developer - DITO | 40 | 40 | 24 | 24 | 0 | 0 | 0 | 0 | [illegible] |
| Trainer | | | | | 10 | 10 | 10 | 10 | [illegible] |
| QA Tester | 0 | 0 | 40 | 40 | 4 | 4 | 4 | 4 | [illegible] |
| Systems Engineer (DPS) | 4 | 4 | 4 | 4 | 0 | 0 | 40 | 40 | [illegible] |
| TOTAL: | 140 | 140 | 140 | 140 | 70 | 70 | 110 | 110 | [illegible] |
| NHLC ETHOSTECH RESOURCES FOR SUCCESSFUL EXECUTION OF THE ROADMAP PLAN | | | | | | | | | |
| Project Manager | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | [illegible] |
| Business process owner | 10 | 10 | 10 | 10 | 17.5 | 17.5 | 17.5 | 17.5 | [illegible] |
| DOIT Tester | 17.5 | 17.5 | 17.5 | 17.5 | 17.5 | 17.5 | 17.5 | 17.5 | [illegible] |
| SDLC Tester | 17.5 | 17.5 | 17.5 | 17.5 | 17.5 | 17.5 | 17.5 | 17.5 | [illegible] |
| Integration Specialist | 17.5 | 17.5 | 17.5 | 17.5 | 17.5 | 17.5 | 17.5 | 17.5 | [illegible] |
| IT Analyst | 10 | 10 | 10 | 10 | 17.5 | 17.5 | 17.5 | 17.5 | [illegible] |
| Develop Engineer | 0 | 10 | 0 | 10 | 17.5 | 17.5 | 17.5 | 17.5 | [illegible] |

## 5.2. Resource Plan for B2B and B2B+ Deployment

Avenica

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |
| | | DECEMBER | DECEM | Sprint 1 | | Sprint 2 | | Sprint 3 | |
| | | Requirements Discovery | Requirements Discovery / Sprint Setup | Development Sprint Activities | Development | Development Products and Pricing | Development | Development Checkout Operations | Development |
| AVENICA RESOURCES | | | | | | | | | |
| Project Manager | | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 |
| Business Analyst | | 40 | 24 | 24 | 8 | 24 | 8 | 24 | 8 |
| Solution Architect | | | 40 | 24 | 24 | 24 | 24 | 24 | 24 |
| Developer - UI1 | | | | 40 | 40 | 40 | 40 | 40 | 40 |
| Developer - UI2 | | | | 40 | 40 | 40 | 40 | 40 | 40 |
| Developer - MTO | | | | 40 | 40 | 40 | 40 | 40 | 40 |
| Developer - Full Stack | | | | | | | | 40 | 40 |
| Testing | | | | | | | | | |
| QA Technician | | | | 8 | 8 | 8 | 8 | 8 | 8 |
| Systems Engineer (DAE) | | 8 | 24 | 8 | 8 | 8 | 8 | 8 | 8 |
| | | | | | | | | | |
| TOTAL | | 72 | 112 | 160 | 160 | 200 | 192 | 240 | 232 |
| | | | | | | | | | |
| NHLC RESOURCES ESTIMATED FOR SUCCESSFUL EXECUTION OF THIS RESOURCE PLAN | | | | | | | | | |
| | | | | | | | | | |
| Project Manager | | 16 | 16 | 16 | 16 | 16 | 16 | 16 | 16 |
| Business product owner | | 37.5 | 37.5 | 10 | 10 | 10 | 10 | 10 | 10 |
| DOIT Tester | | | | 37.5 | 37.5 | 37.5 | 37.5 | 37.5 | 37.5 |
| NHLC Tester | | | | 37.5 | 37.5 | 37.5 | 37.5 | 37.5 | 37.5 |
| Management Operations | | 37.5 | 37.5 | 37.5 | 37.5 | 37.5 | 37.5 | 37.5 | 37.5 |
| IT Architect | | 37.5 | 37.5 | 16 | 16 | 16 | 16 | 16 | 16 |
| DevOps Engineer | | 8 | 8 | 8 | 10 | 8 | 12 | 8 | 12 |
| | | | | | | | | | |

Avenica

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

### 5.3 Escalation Plan

The following escalation path shall be followed to resolve any dispute that may arise during the course of Deployment:

| LEVEL | GOVERNANCE | |
|---|---|---|
| | NHLC | Evenica |
| First | Project Manager | Project Manager |
| Second | Director of Administration | Director of Professional Services |
| Third | Chairman | Chief Executive Officer |

## 6.0 SCOPE ASSUMPTIONS

1. Any additional third-party software components required during Deployment shall be purchased by NHLC.
2. Infrastructure costs including setup and management is the responsibility of the NHLC.
3. Evenica travel time included as part of the scope and cost of the Deployment phase is as follows:
   a. B2C Release
      i. 2 trips to NHLC Headquarters
      ii. 2 people per trip
      iii. 3 days per trip (8:00AM through 4:00PM)
   b. B2B Release
      i. 2 trips to NHLC Headquarters
      ii. 2 people per trip
      iii. 3 days per trip (8:00AM through 4:00PM)
4. NHLC and Evenica will work collaboratively to plan when travel time is most critical for the project. Additional travel time greater than what has been identified in point 7 above shall require prior approval of the NHLC Program Manager and shall be subject to the Contract Amendment process detailed in section 18 of NH Form P-37.
5. Evenica's regular business hours shall be weekdays between 8 am (EST) and 6 pm (EST). The NHLC shall make no request for Evenica staff to work outside of regular business hours, on weekends or on Canadian statutory holidays (see https://www.canada.ca/en/employment-social-development/services/labour-standards/reports/holidays.html).

Customer facing websites are based on the two most recent releases of the following browser types: Internet Explorer, Edge, Firefox, Safari and Chrome. Other browsers may work without issue; however, Evenica shall only guarantee compatibility of the e4Commerce Platform with the specified browsers or with future versions of those browsers. Any additional time required to make the Evenica e4Commerce platform browser-compatible will be billed as support and maintenance.

**EXHIBIT A2**

# NHLC - e4Commerce Ongoing Support and Maintenance Services

## PROJECT SUMMARY

| | | | |
|---|---|---|---|
| PROJECT NAME: | New Hampshire Liquor Commission Ongoing e4Commerce Support and Maintenance | | |
| CLIENT NAME: | New Hampshire Liquor Commission | DATE: | 01/21/2020 |
| ADDRESS: | 50 Storrs St,<br>Concord, NH 03302-0503 | SOW NO.: | |
| CONTACT: | April Bunker | EVENICA CONTACT: | Jack Purio |
| TITLE: | Program Manager | TITLE: | Director of Professional Services |
| PHONE: | (603) 230-7009 | PHONE: | (905) 328-0938 |
| EMAIL: | April.Bunker@liquor.nh.gov | EMAIL | jpurio@evenica.com |

## 1.0 ONGOING SUPPORT AND MAINTENANCE

Evenica warrants that Supported Software, specified below, will operate and conform to the Specifications, terms and requirements of the Contract. Evenica shall maintain and support the following Supported Software through the Contract Completion Date, as defined in General Terms and Condition Form, P37, paragraph 1.7, and in accordance with the Contract:

- e4Commerce – Beverage B2C (e4110)
- e4Commerce – Beverage B2B (e4120)
- e4Integrate – Enterprise Orchestration (e4220)

NHLC may request assistance to support hardware and other software applications not considered Supported Software, and Evenica shall reasonably endeavor to support such requests, however resolution time objectives shall be dependent on the systems and data that Evenica has access to and authority over. Examples of this support are issues such as: regular maintenance of database servers, troubleshooting hardware and performance issues, fixing or curating NHLC's inconsistent, missing or incorrect data, integration errors between systems outside of Supported Software. If requested by the NHLC, Evenica shall apply best efforts to resolve issues outside of the Supported Software and shall communicate to the NHLC estimated resolution times and effort before commencing work.

Efficient and successful support services require a mutual commitment and partnership between NHLC and Evenica. The methodologies of efficient support and the responsibilities of successful partnership are outlined in this Exhibit.

## 2.0 SUPPORT SERVICES

Ongoing support shall include day to day production assistance to ensure business continuity from Supported Software. Support provided by Evenica shall include issue ticketing and tracking, issue diagnosing and triaging, resolution of issues, quality assurance ("QA") and deployment of changes, project management and development of "Minor Enhancements" and "Major Enhancements" as defined below.

As part of the ongoing support and maintenance services, the Contractor shall respond and resolve the following:

1. Code Defects, which are defined as defects caused by erroneous piece(s) of code or poor quality of the code. Code Defects shall be removed or repaired to maintain the quality of the e4Commerce software. Support services addressing Code Defects shall take precedence over Minor Enhancements. Evenica shall notify NHLC if the support of the Code Defects impacts scheduling of Minor Enhancements.

2. Requirements Deficiencies, which are defined as changing or missing requirements – input, output or process – that prevents the desired function of the e4Commerce software. Requirements Deficiencies shall be addressed through Minor and Major Enhancement projects.

   2.1. "Minor Enhancements" are additional features or functionality added to existing applications to cure Requirements Deficiencies in the Supported Software, and are small projects that shall not exceed 40 hours of development each. Minor Enhancements shall be done to improve the customization, quality and functionality of the software and shall be applied when the application's basic functionality is working properly.

   2.2. "Major Enhancements" are larger projects that exceed 40 hours of development. Major Enhancements shall be managed by Evenica's Professional Services Group, which is a different team than Evenica's Support Group, consequently resource scheduling for Major Enhancements is independent of resource scheduling for support services and Minor Enhancements. Major Enhancements shall be managed as follows:

      1. The NHLC shall request all enhancement projects through JIRA, Evenica's ticket resolution system.

      2. Requested enhancements that exceed 40 hours of development, as determined by Evenica's ticket triage function, shall be called Major Enhancements.

3. Major Enhancements shall require a designated Project Manager (PM), project plan, Work Breakdown Structure (WBS) and will be tracked through a weekly Budget to Actual (B2A) report that presents the applied effort towards the project and resulting progress.

4. If deemed a Major Enhancement, Evenica shall propose a PM to conduct a discovery exercise and create a proposal. The NHLC must approve or decline the PM and the Proposal assignment by responding accordingly in the assigned ticket.

5. Evenica's PM shall assemble a team that may include a Business Analyst (BA) and Solution Architect (SA) to create the Proposal, all of whom shall follow the Prepaid Support Block Program.

6. Evenica's team shall work with the NHLC, and the NHLC shall make the necessary resources available, to define the requirements of the Major Enhancement in sufficient detail to create a proposal that includes a project plan and WBS. Evenica shall submit the proposal for the NHLC's consideration.

7. NHLC shall accept or decline the proposal through the assigned ticket.

8. If the NHLC approves the proposal, the project shall be performed under the terms of the proposal and all work and resources shall be financed through the Prepaid Support Block Program.

## 3.0 SUPPORT PROCEDURES

### 3.1. Issue Prioritization

When issues arise, they shall be assigned a Severity Code, which identifies a level of importance based on the issue's impact on business operations. Appropriate classification of the issue shall allow for the proper scheduling of resources, organization of the backlog, and appropriate support effort. The following Severity Codes schedule shall be used to determine issue priority:

| Severity Code | Priority | Definition |
|---|---|---|
| 1 - Critical | Urgent | Show stopper. A problem has made a business critical application nonresponsive, unusable or unavailable and no identified workaround exists. |
| 2 - High | High | A problem has caused a business critical application to malfunction, or a function to become unusable or unavailable, but a workaround exists. |
| 3 - Medium | Medium | A problem has diminished a non-critical business function, but the functionality still performs as specified in the user documentation. Non-mission critical functionality is malfunctioning. System works, but not to peak capacity. Errors have a "work around" and do not prevent testing of other use cases. |
| 4 - Low | Low | Errors that have workarounds and do not prevent business functions from operating. |

### 3.2. Responsibilities of NHLC

Successful support and issue resolution is dependent on Evenica and the NHLC working together in partnership. The following recommended procedures will greatly help with efficient and successful issue resolution.

1. The NHLC shall fully explore the problem before making a support request. The NHLC shall ascertain all the functions being impacted, determine if the problem is unique to one piece of hardware and if reasonable, replicate the problem on other hardware, and determine if the problem occurred after changes to hardware or system configurations, or following any changes to data structures.

2. The NHLC shall classify the problem by assigning it a Severity Code and shall immediately log the issue in Evenica's ticket resolution system.

3. If the issue is urgent and needs immediate attention, the NHLC shall create an Urgent Ticket and then email and call Evenica's support group and inform them of the ticket number assigned to the issue.

4. The NHLC shall be readily accessible to help Evenica's support group to identify root causes and resolve the issue. This may include access and changes to systems that are outside of Evenica's responsibility.

### 3.3. Contact Procedures

Evenica shall use the JIRA platform for its ticket resolution system, issue reporting, triaging, tracking and resolution workflows. NHLC shall be given access credentials to JIRA and is strongly encouraged to begin all support requests through this system. Evenica's Support Manager shall onboard designated NHLC personnel to Evenica's ticket resolution system at the start of the support and maintenance period and provide training as necessary throughout the duration of this Contract.

In the event of a critical problem that demands immediate attention, Evenica shall provide a fast-track process for NHLC to email or call a specific Evenica employee who has personal knowledge of the NHLC's Supported Software and infrastructure. Evenica employees shall be available during core business hours: 9AM-5PM ET on regular business days.

For urgent support required outside of core business hours, NHLC shall follow the Escalation Procedure.

### 3.4. Escalation Procedure

If an issue is not resolved to the NHLC's satisfaction, or if an urgent issue arises outside of Evenica's business hours, Evenica offers the following escalation procedure:

1. NHLC shall immediately open an Urgent Ticket in Evenica's ticket resolution system. Evenica support staff shall be immediately notified by email when an Urgent Ticket is created.

2. For Urgent Support, NHLC shall email Evenica's assigned Support Lead. *(Contact details to be provided prior to project kickoff)*.

3. NHLC shall call a dedicated support hot line which shall be monitored by an on-call Support Lead. *(Contact details to be provided prior to project kickoff)*

4. If Evenica does not respond within 30 minutes of the Urgent Ticket creation, then NHLC shall directly contact the following escalation points in the following order. Contact details for each escalation point shall be provided by Evenica prior to the commencement of support and maintenance services.

   - **First Escalation Point:** Account Manager
   - **Second Escalation Point:** Support Manager
   - **Third Escalation Point:** Executive Sponsor

## 4.0 SERVICE LEVEL OBJECTIVES

Evenica shall respond and resolve issues as specified below.

### 4.1. Response Time Objective

Response Time is the period between notifying Evenica Support by email or phone of an issue and receiving an email or telephone response acknowledging the issue. The Severity Code shall be used to determine the appropriate response time as detailed below.

| SEVERITY CODE | [illegible] | RESPONSE TIME Core Business Hours (Monday - Friday 8:00 - 5:00 ET) | RESPONSE TIME Outside Core Business Hours (Saturday, Sunday & Holidays) |
|---|---|---|---|
| 1 – Critical | Developer | Within 30 minutes | Within 1 hour |
| 2 – High | Developer | Within 1 hour | Within 4 hours |
| 3 – Medium | Account Manager | Within 1 business day | Within 1 business day |
| 4 – Low | Account Manager | Within 5 business days | Within 5 business days |

### 4.2. Resolution Time Objective

Resolution Time is the period between acknowledging the issue and the point in time when the issue is resolved to the satisfaction of NHLC. The Severity Code shall be used to determine the appropriate resolution time as detailed below. If the issue is not resolved within the defined target timeframe, continuous effort shall be applied by Evenica until the issue is resolved. If at any time during the duration of this project, Evenica becomes aware that a Resolution Time will exceed the objectives described below for any other reason, Evenica shall notify the NHLC as soon as they become aware or, at a minimum, within the time established below.

| SEVERITY CODE | RESOLUTION TIME<br>Core-Business Hours<br>(Regular Business Days 8AM - 5PM ET) | RESOLUTION TIME<br>Outside Core-Business Hours<br>(5PM-8AM ET & WEEKENDS & HOLIDAYS) |
|---|---|---|
| 1 – Critical | 4 Hours<br>unless it is communicated that the resolution will require additional time due to the effort involved | 1 Business Day |
| 2 – High | 1 Business Day<br>unless it is communicated that the resolution will require additional time due to the effort involved | 2 Business Days |
| 3 – Medium | 5 Business Day<br>unless it is communicated that the resolution will require additional time due to the effort involved | 5 Business Days |
| 4 – Low | 5 Business Days<br>unless it is communicated that the resolution will require additional time due to the effort involved | 5 Business Days |

## 5.0 SUPPORT AGREEMENT

For the duration of this Contract, the NHLC shall participate in Evenica's Prepaid Support Block Program as outlined in Section 5.1.

### 5.1. Prepaid Support Block Program

The Prepaid Support Block Program shall give the NHLC priority support over other clients who have a Time and Materials (T&M) support agreement, increasing speed of support and reducing administrative burden on all parties.

The Prepaid Support Block Program for the NHLC shall be structured as follows:

- NHLC shall purchase prepaid support blocks in 50-hour increments.
- Evenica shall meet Service Level Objectives outlined in Section 4.0.
- Evenica shall charge the NHLC a discounted hourly rate based on the size of the block purchased:

| Hours | Hourly Rate | Block |
|---|---|---|
| T&M | $200 | - |
| ≥ 50 | $175 | $ 8,750 |
| ≥ 250 | $160 | $ 40,000 |
| ≥ 500 | $150 | $ 75,000 |

- Evenica shall provide the NHLC with a Customer Portal where the issue ticketing process originates.
- Evenica shall assign to the NHLC a designated Support Lead.
- Evenica shall provide the NHLC with a dedicated toll-free support hotline routed to an on-call Support Lead.
- Evenica shall provide the NHLC with an escalation procedure that includes direct contact information for an assigned Account Manager, Evenica's Support Manager and an assigned Executive Sponsor.

**EXHIBIT B**
**PAYMENT TERMS AND PRICING**

## 1. PAYMENT

### 1.1 Firm Fixed Price

This is a Firm Fixed Price (FFP) Contract, total value indicated in Part 1, Block 1.8 *Price Limitation* of State Form P-37 for the period between the date of approval by Governor and Executive Council (hereinafter Effective Date) through July 31, 2023, the *Completion Date* of State Form P-37. 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 at fixed pricing/rates appearing in the Milestone Payment Schedule below.

**1.1 Milestone Payment Schedule**

Pricing for professional services for the deployment of business-to-consumer (B2C) and business-to-business (B2B) eCommerce solutions leveraging Evenica's e4Commerce platform to meet the State's functional, technical, and project-related requirements as set forth in Exhibit A of this Contract shall consist of:

| MILESTONE | TOTAL AMOUNT | HOLDBACK | INVOICE AMOUNT |
|---|---|---|---|
| B2C Project Kick-Off/Technical Mapping Workshop | $45,000.00 | $4,500.00 | $40,500.00 |
| B2C Discovery & Design and Preliminary Environment Set Up | $15,000.00 | $1,500.00 | $13,500.00 |
| B2C Sprint 1 – Development of End-User Registration Functionality | $15,000.00 | $1,500.00 | $13,500.00 |
| B2C Sprint 2 - Development of Product Lists and Product Details Functionality | $15,000.00 | $1,500.00 | $13,500.00 |
| B2C Sprint 3 - Development of Checkout and Pricing Functionality | $15,000.00 | $1,500.00 | $13,500.00 |
| B2C Sprint 4 - Development of Campaign and Promotion Functionality | $15,000.00 | $1,500.00 | $13,500.00 |
| B2C Sprint 5 - End-to-End Quality Assurance Testing | $15,000.00 | $1,500.00 | $13,500.00 |
| B2C Sprint 6 - User Acceptance Testing | $15,000.00 | $1,500.00 | $13,500.00 |
| B2C Sprint 7 – Pilot Go-Live | $20,000.00 | $2,000.00 | $18,000.00 |
| B2C Sprint 8 – Production Go-Live | $10,000.00 | $1,000.00 | $9,000.00 |
| B2B Project Kick-Off/Technical Mapping Workshop | $55,000.00 | $5,500.00 | $49,500.00 |
| B2B Discovery & Design and Preliminary Environment Set Up | $32,500.00 | $3,250.00 | $29,250.00 |
| B2B Sprint 1 – Development of Account Activation Functionality | $17,500.00 | $1,750.00 | $15,750.00 |
| B2B Sprint 2 - Development of Product and Pricing Functionality | $17,500.00 | $1,750.00 | $15,750.00 |
| B2B Sprint 3 - Development of Checkout /Payment Functionality | $32,500.00 | $3,250.00 | $29,250.00 |
| B2B Sprint 4 – Development of B2B+ Functionality | $32,500.00 | $3,250.00 | $29,250.00 |
| B2B Sprint 5 – Development of B2B+ Functionality | $32,500.00 | $3,250.00 | $29,250.00 |
| B2B Sprint 6 – Development of B2B+ Functionality | $32,500.00 | $3,250.00 | $29,250.00 |
| B2B Sprint 7 – Development of B2B+ Functionality | $32,500.00 | $3,250.00 | $29,250.00 |
| B2B Sprint 8 - End-to-End Quality Assurance Testing | $27,500.00 | $2,750.00 | $24,750.00 |
| B2B Sprint 9 - User Acceptance Testing | $27,500.00 | $2,750.00 | $24,750.00 |
| B2B Sprint 10 - Pilot Go-Live | $20,000.00 | $2,000.00 | $18,000.00 |
| B2B Sprint 11 – Production Go-Live | $13,000.00 | $1,300.00 | $11,700.00 |
| Total Cost of Deliverables | $553,000.00 | | |

## 2. CONTRACT PRICE:

Notwithstanding any provision of this 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 Part 1, Block 1.8 *Price Limitation* of State Form P-37. The payment by the State of the total Contract price shall be the only, and complete, reimbursement to the Contractor for all fees and expenses, of whatever nature, incurred by the Contractor in the performance hereof.

The Contract Price is based on the Contractor's estimate of hours to deliver the functionality described in each milestone, as indicated in Exhibit A of this Contract. The Contractor agrees that, although the cost of each milestone is not to exceed the stated cost, hours worked by the Contractor for each role and milestone will be tracked and reported to the NHLC at the end of each Sprint. If the number of hours required to deliver is less than was estimated, the NHLC may leverage the unused hours to cover the cost of additional functionality, as documented in a Change Order, or could result in saved budget.

Any work associated with an agreed upon and executed Change Order will be calculated at a rate $185 per hour and invoiced as a separate change order milestone and shall be subject to the Contract Amendment process in accordance with section 18 of NH Form P-37.

All prices are in USD. The State of New Hampshire shall not be responsible for any taxes.

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 reasonable travel and related expenses. All labor rates shall be "Fully Loaded", including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

## 3. 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 State's prior written approval, which shall not be unreasonably withheld. The Contractor shall only submit invoices for Services or Milestones as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including, at a minimum: milestone name and description; total value of milestone; holdback amount; invoice amount; date of delivery and/or installation; the acceptance date of milestone; and any other agreed upon Project costs if applicable.

The Contractor shall include the State's confirmation of successful acceptance of Milestone (Milestone Acceptance Form) with each invoice.

Upon approval of a Milestone, and a properly documented and undisputed invoice, the State will pay within thirty (30) days. Invoices shall not be backdated and shall be promptly processed.

Invoices shall be sent via email or U.S. Mail to:

April Buhler, Program Manager
New Hampshire Liquor Commission
Mailing Address: PO Box 503, Concord, NH 03302-0503
Telephone: 603-230-7009
Email: April.buhler@liquor.nh.gov

## 4. PAYMENT ADDRESS

All payments will be made via direct deposit through ACH. The Contractor shall complete enrollment with the New Hampshire State Treasury for vendor direct deposit at: https://www.nh.gov/treasury/state-vendors/index.htm prior to submission of the first invoice on this project.

## 5. 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 of said overpayment or erroneous payment provided in writing by the State.

## 6. CREDITS

The State may apply credits due to the State arising out of this Contract against the Contractor's invoices with appropriate information attached and prior notification to the Contractor that credit is to be applied.

## 7. PROJECT HOLDBACK

The State shall withhold ten percent (10%) of the total price for each of the Milestone Payments as set forth in the Milestone Payment Schedule above, until the conclusion of the Warranty Period of this Contract.

## 8. LICENSING AND ONGOING SUPPORT AND MAINTENANCE INVESTMENT SUMMARY

**8.1 License Fees.** Beginning the month of Production Go-Live, NHLC shall pay for Software License fees for the e4Commerce B2C and B2B systems and e4Integrate platform. Software license fees will be automatically invoiced until NHLC provides written notice to Evenica of its intent to cease using the software. Licensing fees shall be paid annually in advance of the licensed year, Evenica shall provide a 10% discount. Software License fees are summarized below. Licensing investment summaries for the B2C and B2B components are listed separately.

| SKU | Description of Required Software Licensing | TOTAL AMOUNT PER MONTH |
|---|---|---|
| e4110 | e4Commerce – B2C Business to Commerce Software License | $2,500.00 |
| e4120 | e4Commerce – B2B Business to Business Software License | $2,500.00 |
| e4220 | e4Integrate – Enterprise Orchestration Software License – Data Connection between multiple and disparate applications | $1,500.00 |
| | Monthly Licensing Investment | $6,500.00 |
| | Annual Licensing Investment | $78,000.00 |
| | Annual Licensing Investment with 10% Discount | $70,200.00 |
| | Total Licensing Investment Through Completion Date | $210,600.00 |

**8.2 Support and Maintenance fees.** The required investment to support and maintain the B2C and B2B systems after the included Warranty Period includes professional services fees, as described in Exhibit A2, purchased in pre-paid support blocks in fifty (50) hour increments. As described in Exhibit A of this Contract, the Service Period for support and maintenance shall commence at the end of the Warranty Period of the NHLC B2C e4Commerce deployment and shall continue until July 31, 2023. If mutually agreed, support and maintenance may be extended for two (2) additional terms of two (2) years each. Evenica shall charge the NHLC a discounted hourly rate based on the size of the block purchased:

| Hours | Hourly Rate | Block |
|---|---|---|
| T&M | $200 | – |
| ≥ 50 | $175 | $ 8,750 |
| ≥ 250 | $160 | $ 40,000 |
| ≥ 500 | $150 | $ 75,000 |

Based on a preliminary assessment of support needs, the Prepaid Support Block shall begin with a 300-hour time block. Evenica shall issue to the NHLC a detailed statement whenever support hours are used in any one-week period and email it to the NHLC detailing hours used in that period and outstanding balance of hours. NHLC's prepaid support hours shall not expire during the term of the Agreement. Unused hours shall carryover to the next Service Period if the NHLC renews an Agreement or may be leveraged, at the NHLC's sole discretion, for enhancements. Evenica shall automatically issue an invoice for renewed prepaid support block when the unused balance of support hours has been reduced to within one month of typical support.

| PROFESSIONAL SUPPORT AND MAINTENANCE SERVICES | HOURS | RATE | TOTAL AMOUNT |
|---|---|---|---|
| Prepaid Support Block | 300 | 160/hr. | $48,000.00 |
| Total Support and Maintenance Investment (2 Blocks) | | | $96,000.00 |

## EXHIBIT C

## SPECIAL PROVISIONS

1. In addition to General Liability insurance as required by Section 14.2 of State Form P-37, the Contractor shall maintain Professional Liability Insurance of $3,000,000 aggregate and $3,000,000 per claim.

2. Section 14.2 of State Form P-37 is amended as follows: The State accepts the Insurance Certificate as provided by the Contractor.

3. Section 10.0 of State Form P-37 is amended to add: NHLC or Evenica may terminate the Contract at any time without cause upon sixty (60) calendar days' written notice to the other party, in which event the Contract shall terminate on the sixtieth (60th) day following notification. In the event of termination pursuant to this provision, the parties will mutually agree upon the services provided up to the date of termination, and either NHLC will pay Evenica for such services, or Evenica will return the deposit on the remaining hours of the Prepaid Support Block after such services are considered.

Contractor Initials: [illegible]
Date 01/21/20

evenica

**EXHIBIT D**

# MASTER SERVICES AGREEMENT

This Master Services Agreement (hereafter the "MSA") constitutes Exhibit D of this Contract and is made and entered into on the Effective Date as provided by Paragraph 3 of the P-37 (the "Effective Date") between the New Hampshire Liquor Commission (NHLC), headquartered at 50 Storrs Street, Concord NH, with postal mail address at PO Box 503, Concord NH 03302, and Evenica Corp, a corporation of the province of Ontario, with its principal place of business at 3050 Harvester Rd., Burlington ON L7N 3J1, with postal mail address at PO Box 86021 Upper Oakville, Oakville, ON, CANADA, L6H 5V6 (hereafter "EVENICA"). NHLC and EVENICA will each be referred to herein individually as a "Party" or collectively as the "Parties".

**WHEREAS**, NHLC desires to obtain from EVENICA, and EVENICA desires to provide to NHLC certain software, services, and other deliverables as detailed herein;

**AND WHEREAS**, the Parties intend, except as provided herein, for NHLC to be responsible for all payments hereunder;

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are expressly incorporated herein, the covenants and obligations contained below, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## 1. SERVICES

EVENICA agrees, at NHLC's request, to provide services pertaining to Software, Consulting, or other specified deliverables as identified in Exhibits A, A-1, A-2, collectively the "Services".

1.1 **Software.** EVENICA may from time to time provide software to NHLC, such as computer programs, scripts, database structures, interfaces, utilities, and code of any nature that EVENICA deems part of its software product offering (the "Software"). Furthermore, EVENICA's ability to perform Services may depend on the installation of pre-existing third-party software products (the "Third-Party Products"). EVENICA will notify NHLC of all such Software and Third-Party Products prior to installation and will provide to NHLC for its approval copies of any related license agreement(s) or other contracts that purport to impose obligations on any such Party prior to installation.

1.2 **Consulting.** EVENICA may from time to time provide Services to NHLC that includes business or technology consulting; software systems design, programing, development, configuration, installation of software, implementation, deployment, interfacing, integration, testing and the production of documentation and support materials specified in any SOW (the "Consulting").

1.3 **Deliverables.** EVENICA may from time to time provide Deliverables to NHLC that includes any work product or results of the Software or Services, software customization, software configuration, developed software, software tool, utility, reports, and associated project documentation performed or supplied by EVENICA and specified in any SOW (the "Deliverables).



MS

## 2. PERFORMANCE AND DELIVERY

2.1 **Statement of Work.** For each such engagement, NHLC and EVENICA will develop and agree upon a SOW setting forth: (a) the Software to be delivered; (b) the Consulting to be performed; (c) other Deliverables as specified; (d) the total fees; (e) any applicable performance milestones and the respective dates by which such milestones are to be completed; and (e) any additional special instructions, if applicable.

2.2 **Authorized Representative for Work Management.** Both Parties will identify "Authorized Representatives" who are empowered to submit and approve SOWs pursuant to this MSA. No work estimate presented by EVENICA to the NHLC shall be deemed valid and enforceable without prior approval by both Authorized Representatives. Either Party may change its Authorized Representative at any time and will advise the other party in advance in writing of the change. Any project delays or additional costs incurred by the NHLC as a result of a change in Evenica's Project Manager, shall borne solely by Evenica, which shall credit the NHLC for direct additional costs as well as the value of lost time and additional effort required by NHLC resources.

2.3 **Development.** EVENICA will develop and provide to NHLC the Software and related Consulting and Deliverables as described on the applicable SOW. Both Parties will designate and maintain a "Project Manager" for purposes of facilitating and coordinating communications and decisions relating to this MSA and each SOW. Either Party may change its Project Manager at any time and will advise the other party in writing in advance of the change. Any project delays or additional costs incurred by the NHLC as a result of a change in Evenica's Project Manager, shall borne solely by Evenica, which shall credit the NHLC for direct additional costs as well as the value of lost time and additional effort required by NHLC resources.

2.4 **Delivery Schedule.** All Software will be delivered digitally unless agreed to in writing by the Parties. All Deliverables will be provided at the times and location agreed upon by the Parties ("Delivery Schedule").

2.5 **System Requirements.** It is the NHLC's responsibility to ensure that any and all of its computer hardware and software operates in accordance with reasonable industry standards and in a manner to facilitate successful installation and operation of the Software. The NHLC agrees to make its computer hardware and software available to EVENICA, to the extent necessary to fulfill the conditions of this MSA and each SOW. EVENICA accepts no responsibility or liability regarding the function of the NHLC hardware and software.

2.6 **Computer Systems and Networks.** If EVENICA personnel are given access to any NHLC computer systems or networks, EVENICA will cause such individuals to:

- (i) Comply with any NHLC policies concerning access to, use of and security of NHLC computer systems and networks to which such personnel has access;
- (ii) Use such access and such NHLC computer systems and networks solely for purposes directly related to the Services; and
- (iii) Cease use of such NHLC computer systems and networks immediately upon completion or termination of the applicable SOW;
- (iv) Treat all passwords, NHLC networks access information and information concerning NHLC's security systems (physical, electronic and otherwise) as *Confidential Information* in accordance with Section 4.

2.7 **Installation.** Once delivery is complete as outlined in each SOW, NHLC and EVENICA will mutually agree on the dates and times of installation and deployment of Software to production. EVENICA may, at NHLC's election, install the Software on NHLC's equipment. Upon completion of the installation, EVENICA will ensure that the Software operates in accordance with its Specifications. EVENICA will provide notice

of the completion of installation to NHLC. Inspection and acceptance requirements may be set forth in any SOW, such as a User Acceptance Testing Plan. NHLC will be required to approve by electronic or in writing the installation, indicating that NHLC has completed the required testing as may be outlined in any SOW.

2.8 **Knowledge Transfer, Documentation and Training.** While constructing, developing and testing the Software and other Deliverables, EVENICA will conduct meetings, review sessions, code walkthroughs and other knowledge transfer activities with NHLC, at times mutually agreed upon by the Parties. EVENICA will provide user, administrative and technical training as set forth in the applicable SOW or as otherwise agreed in writing by the Parties.

2.9 **Support.** After conclusion of any SOW, additional EVENICA support may be provided at NHLC's request on a time-and-materials basis at EVENICA's standard hourly rate. Alternatively, the Parties may choose to negotiate;

(i) **Pre-paid Support.** Pre-paid support blocks in 50 hour increments at a discounted hourly rate, or

(ii) **Service Level Agreement.** A separate service level agreement for support that outlines service expectations, response times and obligations of the Parties ("SLA"), whereupon execution of such SLA in writing by the Parties, will become a part of this MSA and is incorporated herein by reference.

2.10 **Notice of Delay.** In the event EVENICA encounters or anticipates difficulty in meeting performance or schedule requirements, or when it anticipates or encounters difficulty in complying with the Delivery Schedule, or whenever EVENICA has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this MSA or any applicable SOW, EVENICA shall notify NHLC Project Manager, in writing, giving pertinent details.

2.11 **Change Orders.** NHLC may at any time propose changes in the schedule or scope of the Services and Deliverables to EVENICA. EVENICA will respond promptly in writing, by proposing a detailed statement of the change to be undertaken by EVENICA, including any impact on schedule and fees ("Change Order").

2.12 **Work Stoppages.** Any NHLC initiated stoppage of work for a period of more than 10 business days may result in a re-assignment of EVENICA resources to other projects and a forfeiting of the promised Delivery Schedule. Any additional time required by EVENICA to re-start the project will be considered outside the scope of the initial estimate and may result in additional charges to the NHLC. Stoppages of more than 30 days may void the initial professional services estimate and may result in additional charges to the NHLC necessary to evaluate the effects of the stoppage on timelines and budgets. In all cases, the NHLC's project re-start date will be subject to the scheduling availability of EVENICA resources.

## 3. CONFIDENTIALITY

3.1 **Standard of Care.** In the course of performing Services, it may be necessary for one Party ("Disclosing Party") to disclose to the other Party ("Receiving Party") information that the Receiving Party knows or ought reasonably to know is confidential, proprietary or trade secret information to the Disclosing Party. Each party agrees that it will not disclose or use, any Confidential Information of the Disclosing Party and that it will use the same degree of care to protect the other party's Confidential Information from disclosure to third parties as it uses to protect its own Confidential Information of similar importance but no less than reasonable standard of care.

3.2 **Restrictions on Disclosure.** To the extent not inconsistent with New Hampshire Revised Statutes Annotated (RSA) 91-A, disclosures of the *Confidential Information* shall be restricted to the Receiving Party's employees who are directly participating in the performance or receipt of the Services. Either

Party, however, may disclose to its subcontractors *Confidential Information* necessary to perform their obligations, provided that an agreement which imposes confidentiality obligations similar to those contained in this paragraph is in effect with such subcontractors and provided that disclosures of the *Confidential Information* shall be restricted to the subcontractors' employees who are directly participating in the performance or receipt of the Services. The *Confidential Information* furnished shall be used and reproduced by the Receiving Party only in connection with the performance of that Party's obligations. Except as specifically stated herein, neither party grants to the other any right, title or interest in any of its *Confidential Information*.

3.3 **Exceptions to Confidentiality.** The obligations of confidentiality shall not apply to *Confidential Information* if:

(i) It is or becomes part of the public domain without breach of this agreement by the Receiving Party,
(ii) was rightfully acquired by the Receiving Party prior to the disclosure by the Disclosing Party,
(iii) is subsequently legally obtained by Receiving Party from a third party,
(iv) is developed independently by the Receiving Party, or
(v) is disclosed pursuant to NH RSA 91-A or under compulsion of law, provided however that the Receiving Party shall provide prompt prior written notice thereof to Disclosing Party to enable Disclosing Party to seek a protective order from a court or otherwise to prevent or limit such disclosure.

## 4. INTELLECTUAL PROPERTY

4.1 **Software Ownership.** EVENICA will exclusively own all right, title and interest in the Software, including all *Intellectual Property* developed contemporaneously with the performance of Services, provided that the Intellectual Property is not identified as Custom Code.

4.2 **Software License.** The right to use Software is subject to a separate End User License Agreement between EVENICA and the NHLC which stipulates the rights and obligations on the use of the software application.

4.3 **Work of Authorship.** To the extent any Services provided hereunder result in the creation of a work of authorship outside of Software or Third-Party Products, and which is not considered Confidential (the "Work"), such Work is considered as a "work made for hire" as that term is defined in the United States Copyright Act of 1976, as amended. As such, all of the copyright and other intellectual and proprietary rights in and to the Work shall be owned by the NHLC.

4.4 **Custom Code.** Intellectual Property developed as Custom Code for the NHLC shall be owned by the NHLC. In the event that EVENICA desires to use the Custom Code, EVENICA shall obtain written authorization to use the Custom Code in writing prior to using the Custom Code in any other application.

## 5. WARRANTY

5.1 **Authority.** The Parties warrant and represent that they have full rights, authority, and capacity to enter into this MSA and to perform their obligations and undertakings as defined herein.

5.2 **Software.** EVENICA warrants and represents that it owns or is validly licensed or is otherwise authorized in respect of the use of the Software and all *Intellectual Property* utilized by EVENICA in the performance of the Services.

5.3 **Services.** EVENICA warrants and represents that all Services will be performed with best effort, proper and due professional care, diligence, and skill at no less than the industry accepted standards for the Services.

5.4 **Deliverables.** EVENICA warrants and represents that all Deliverables will be free from material defects and errors and comply with the functional and performance requirements specified in a SOW.

5.5 **Restrictions.** Except as set forth in this section, it is expressly agreed that there is no other warranty or condition, express or implied. This warranty will be in effect for a 30-day period from the date Services are concluded under any SOW. EVENICA's warranty does not cover the costs associated with any of the following conditions:

(i) If the underlying logic or business rules change or a new exception has been identified
(ii) If it is a problem caused by the NHLC's inconsistent, missing or incorrect data
(iii) If Evenica needs to modify Software to solve a missing data issue
(iv) If Evenica needs to modify the underlying data to solve the issue (i.e. import, scripts, etc)
(v) If it is a problem caused by an application that integrates to the Software
(vi) If it is a hardware or non-EVENICA software-related problem (non-EVENICA software such as Microsoft SQL)
(vii) If a change is required due to events occurring outside Software (i.e. Credit Card Merchant alters its credit card processing web service)
(viii) If the issue has been caused by changes made to the site by the NHLC
(ix) If assistance is required for database sizing, performance or data recovery
(x) If additional NHLC training is required
(xi) If support is required to diagnose and/or solve a unique data issue that was not caused by the Software (i.e. user error or any condition listed above)
(xii) Any other assistance EVENICA provides due to forces outside their control

6. **LIMITATION OF LIABILITY**

6.1 In no event will either party be liable to the other or any third party for any loss of profits, loss of use, business interruption, loss of data, cost of cover or indirect, special, incidental or consequential damages of any kind in connection with or arising out of this MSA, whether alleged as a breach of contract or tortious conduct, including negligence, even if the other party has been advised of the possibility of such damages.

6.2 EVENICA's total aggregate liability arising out of or in connection with this agreement will not, in any event, exceed the total amount paid by NHLC to EVENICA to provide Services under this MSA in connection with the SOW that gave rise to the liability.

6.3 NHLC's total aggregate liability arising out of or in connection with this MSA will not, in any event, exceed the total amount owed by NHLC for conforming Services actually performed and conforming Deliverables actually received in connection with the SOW that gave rise to the liability.

6.4 It is understood and agreed that the limitations of liability in this section will not be deemed or construed to limit or restrict either Party's indemnification obligations under State of NH Form P-37 in any manner.

6.5 Notwithstanding the above, nothing herein shall be deemed to constitute a waiver of sovereign immunity by NHLC.

7. GENERAL

7.1 **Modification.** This MSA shall not be modified or terminated, and no modification or any claimed waiver of any of the provisions hereof shall be binding upon the parties except in writing signed by the Parties.

7.2 **Assignment.** This MSA or any interest therein shall not be assigned by either Party without the prior written consent of the other. It is expressly agreed that changes of ownership of either Party or changes of ownership of substantially all of the assets of either Party, by acquisition, merger or consolidation shall not constitute an assignment for purposes of this MSA. Notwithstanding the foregoing, it is expressly agreed that either Party may assign its rights and obligations under this MSA to any other division, group, or unit of the Party, or to any other wholly or partly owned subsidiary of the Party, without consent of the other Party. This MSA shall be binding on, and inure to the benefit of, any permitted assignee.

7.3 **No Waiver.** The failure of either Party to exercise or enforce any provision of this MSA will not constitute a waiver of such right or provision unless acknowledged and agreed to by such Party in writing, nor shall it be construed as a waiver of any future failure to exercise or enforce any right or provision of this MSA.

7.4 **Severability.** In the event any provision of this MSA is determined to be unenforceable for any reason, the remaining provisions and all related terms and conditions shall remain in full force and effect. The Parties agree that a court of competent jurisdiction may revise any unenforceable provision to make it enforceable provided such enforceable provision is consistent with the intent expressed herein.

7.5 **Counterparts.** This MSA may be executed in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

7.6 **Survival.** Any provision of this MSA which contemplates performance or observance subsequent to any termination or expiration of this MSA shall survive any termination of this MSA and continue in full force and effect including, without limitation, all provisions relating to payment, *Intellectual Property* ownership and licenses, limitations of liability, warranties, choice of law and venue, dispute resolution, confidentiality and indemnification.

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

7.8 **Force Majeure.** Neither party shall be held responsible for any delay or failure in performance of any SOW hereunder to the extent such delay or failure is caused by fire, flood, terrorism, explosion, war, strike, embargo, acts of civil or military authority, act of God, act or omission of carriers or similar causes beyond its reasonable control ("force majeure conditions"). If any force majeure condition occurs, the party delayed or unable to perform shall give immediate notice to the other party.

7.9 **Compliance with Laws.** In performance of this MSA, the Parties shall comply with all applicable laws and regulations. EVENICA will comply with all applicable export control anti-corruption and anti-bribery laws and regulations of the United States and of all other countries having jurisdiction over Services or Deliverables ("Export and Control Laws") to ensure that neither Services nor Deliverables or any direct product thereof or technical data related thereto is: i) exported or re-exported directly or indirectly in violation of such Export and Control Laws; or ii) used for any purposes prohibited by such Export and Control Laws.

7.10 **Non-Solicitation.** For the Term of this MSA and for a period of one (1) year after the termination of this MSA, neither Party will actively solicit, recruit or engage, directly or indirectly, the services whether as an employee or contractor, any employee of the other Party or its affiliates, or induce any employee of the other Party or their affiliates to terminate his/her employment with the other Party or their affiliates for

any reason. Nothing contained herein this MSA shall prevent either Party from responding to any unsolicited communication from the other Party's employees. In the event of such communication resulting in a proposed engagement of services with the other Party's employee, no engagement will occur until both Parties agree in writing to such engagement. Furthermore, the Parties agree the prohibitions contained in this section will not apply to any representatives or employees terminated by either Party.

7.11 **No Publicity.** Neither Party will use any trade name, trademark, service mark, logo or commercial symbol, or any other proprietary rights of the other Party or any of its *Affiliates* in any manner without prior written authorization from the other Party. Neither Party will issue press releases or publicity relating to the other Party or this MSA or reference the other Party or its *Affiliates* in any brochures, advertisements, client lists or other promotional materials, without prior written consent from the other Party.

7.12 **Notices.** A notice purported to be served under this MSA will have been properly served if it is in writing and has been sent to the address set forth on the cover page of this MSA by registered or certified mail, or by personal delivery for which a receipt is obtained. The Parties must notify each other in writing of any change to the contact information on the cover page of this MSA.

## EXHIBIT E

- CERTIFICATE OF GOOD STANDING
- CERTIFICATE OF AUTHORITY
- INSURANCE CERTIFICATE
- WORKERS COMPENSATION EXEMPTION LETTER

Contractor Initials: MR SF
Date: 01/21/20

# State of New Hampshire
# Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that EVENICA CORP. is a Canada Profit Corporation registered to do business in New Hampshire as EVENICA CORP on May 21, 2019. 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: 818299
Certificate Number : 0004518657

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 21st day of May A.D. 2019.

William M. Gardner
Secretary of State

## CERTIFICATE OF AUTHORITY / VOTE

(Corporation with Notary Seal)

I, Michael J. Bolton, do hereby certify that:

1. I am the duly appointed Secretary of Evenica Corp.

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on October 21, 2019.

   **AUTHORITY TO ENTER INTO A CONTRACT**

   **RESOLVED** that the Corporation enter into a contract with the State of New Hampshire, acting through its State Liquor Commission, Division of Administration (the "State"), for the provision of: *production deployment of the Business to Consumer (B2C) and Business to Business (B2B) eCommerce platform and ongoing support services.*

   **AUTHORITY TO BIND THE CORPORATION**

   **RESOLVED** that the Chief Executive Officer is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of January 21, 2020.

4. Mir Sadek Ali is the duly elected Chief Executive Officer of the Corporation.

Signature

Declared before me this 21 day of January 2020 at the City of Burlington in the Regional Municipality of Halton in the Province of Ontario.

A Notary Public

# CSIO CERTIFICATE OF LIABILITY INSURANCE

This certificate does not amend, extend or alter the coverage afforded by the policies below.

**1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS**

NH Liquor Commission or his or her successor
50 Storrs Street
P.O. Box 503
Concord N.H. 033020503

**2. INSURED'S FULL NAME AND MAILING ADDRESS**

Evertica Corp
3050 Harvester Road, Suite 202

Burlington ON L7N 3J1

**3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES** (but only with respect to the operations of the Named Insured)

Operations: Sales & Product information management software described on file

The certificate holder is included as Additional Insured for Commercial General Liability but only
respect to operations of the named insured.
Additional Insured is not intended to be included under Professional Liability coverage.

**4. COVERAGES**

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 requirements, terms or conditions 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

| TYPE OF INSURANCE | INSURANCE COMPANY AND POLICY NUMBER | EFFECTIVE DATE YYYY/MM/DD | EXPIRY DATE YYYY/MM/DD | LIMITS OF LIABILITY (Currency policy unless not stated otherwise) COVERAGE | DED. | AMOUNT OF INSURANCE |
|---|---|---|---|---|---|---|
| COMMERCIAL GENERAL LIABILITY<br>☐ Claims Made OR ☒ Occurrence<br>☒ Products and/or completed operations<br>☐ Employer's Liability<br>☐ Cross Liability<br>☐ Waiver of Subrogation<br>☒ Tenants Legal Liability<br>☒ Pollution Liability Extension<br>☒ Employers Liability<br>☐ | Certain Underwriters at Lloyds<br>ES011323732 | 2019/ 9/10 | 2020/ 9/10 | Commercial General Liability Bodily Injury and Property Damage Liability - General Aggregate | | |
| | | | | - Each Occurrence | 1,000 | 3,000,000 |
| | | | | Products and Completed Operations Aggregate | 1,000 | 3,000,000 |
| | | | | ☐ Personal Injury Liability<br>☐ Personal and Advertising Injury Liability | | |
| | | | | Medical Payments | | |
| | | | | Tenants Legal Liability | 1,000 | 3,000,000 |
| | | | | Pollution Liability Extension | 1,000 | 3,000,000 |
| | | | | Employers Liability | 1,000 | 2,000,000 |
| | | | | | | |
| ☐ Non-Owned Automobiles | | | | Non-Owned Automobile | | |
| ☐ Hired Automobiles | | | | Hired Automobiles | | |
| AUTOMOBILE LIABILITY<br>☐ Described Automobiles<br>☐ All Owned Automobiles<br>☐ Leased Automobiles **<br>** All Automobiles leased in excess of 30 days where the insured is required to provide insurance | | | | Bodily Injury and Property Damage Combined | | |
| | | | | Bodily Injury (Per Person) | | |
| | | | | Bodily Injury (Per Accident) | | |
| | | | | Property Damage | | |
| EXCESS LIABILITY<br>☐ Umbrella Form<br>☐ | | | | Each Occurrence | | |
| | | | | Aggregate | | |
| | | | | | | |
| OTHER LIABILITY (SPECIFY)<br>☒ Professional Liability<br>☒ Professional Liability<br>☐<br>☐ | Certain Underwriters at Lloyd's<br>ES011323732 | 2019/ 9/10 | 2020/ 9/10 | Aggregate | | 3,000,000 |
| | | | | Each Claim | 2,000 | 3,000,000 |
| | | | | | | |
| | | | | | | |

**5. CANCELLATION**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

**6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS**

StoneRidge Insurance Brokers - Ancaster
1336 Sandhill Drive Suite # 3
Ancaster, Ontario L9G 4V5

BROKER CLIENT ID: EVE101

**7. ADDITIONAL INSURED NAME AND MAILING ADDRESS** (Commercial general Liability - but only with respect to the operations of the Named Insured)

NH Liquor Commission or his or her successor
50 Storrs Street
P.O. Box 503
Concord N.H. 033020503

**8. CERTIFICATE AUTHORIZATION**

| | | | |
|---|---|---|---|
| Issuer | StoneRidge Insurance Brokers - Ancaster | Contact Number(s) Type / No | Type / No |
| Authorized Representative | Sharon Williams | Type Phone / No (905) 648-8787 | Type Fax / No (905) 648-7233 |
| Signature of Authorized Representative | X S Williams 2019 \| 10 \| 22 | Date 2019 \| 10 \| 22 | E-Mail Address swilliams@stoneridgeinsurance.ca |



© 2010, Centre for Study of Insurance Operations. All rights reserved

evenica

December 19, 2019

NH Liquor Commission
50 Storrs St, PO Box 503
Concord, NH 03302-0503

Subject: Evenica exemption from Workers Compensation

Dear Ms. Bunker:

Evenica Corp (Evenica) is an Ontario corporation doing business in the Province of Ontario. Due to the nature of Evenica's activities, it is exempt from Ontario workplace health and safety insurance pursuant to Ontario statute; O. Reg. 175/98, Schedule 1, Part II, Class L, 11. under Workplace Safety and Insurance Act, 1997; S.O. 1997, c. 16, Sched. A.

*O. Reg. 175/98 GENERAL: under Workplace Safety and Insurance Act, 1997, S.O. 1997, c. 16, Sched. A*
*Schedule 1: INDUSTRIES THE EMPLOYERS IN WHICH ARE LIABLE TO CONTRIBUTE TO THE INSURANCE FUND*
*Part II: Excluded Industries*
*Class L — Professional, Scientific and Technical*
*11. Application software programming services.*

Evenica provision of services to the New Hampshire Liquor Commission will occur in the jurisdiction of Ontario and therefore Evenica is exempt from the requirements of N.H. RSA Chapter 281-A ("Workers Compensation") pursuant to Section 15.1 of Form Number 9-37.

We trust this citation adequately explains Evenica's exemption from Workers Compensation.

Sincerely,
EVENICA CORP

James E. Bolton
Chief Operating Officer