CJG1

New Hampshire Liquor Commission

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

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Joseph W. Mollica
Chairman

Kelly A. Ayotte
Governor

Nicole Brassard
Jordan
Deputy
Commissioner

June 6, 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 exercise a contract renewal option of its **Sole Source** contract with PowerDMS, Inc. (VC#264125), El Segundo, CA, for web-portal and policy management software services for the NHLC's Division of Enforcement & Licensing by increasing the price limitation by $11,356.22 from 18,982.00 to $30,338.22 and extending the completion date from June 30, 2025, to June 30, 2027 effective upon Governor and Executive Council approval. The original contract was approved by the Governor and Executive Council on April 21, 2021, item #55. Funding source: 100% Liquor Funds.

Funds are anticipated to be available in Fiscal Years 2026-2027, upon the availability and continued appropriation of funds in the future operating budgets, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

02-77-77-771512-78780000 – Enforcement, Licensing & Education

State FY	Class-Account	Class Title	Amount
2026	038-509038	Technology - Software	$5,499.38
2027	038-509038	Technology - Software	$5,856.84
		Total:	**$11,356.22**

EXPLANATION

This request is **Sole Source** because the underlying contract was a Sole Source contract and because the price limitation is being increased by more than ten percent of the original contract's price limitation due to the extension of the contract. The contract was originally approved by the Governor and Executive Council on April 21, 2021 (Item #55).

The NHLC's Division of Enforcement & Licensing completed the requirements and received accreditation by the Commission on Accreditation for Law Enforcement Agencies (CALEA) on July 29, 2023, which was the culmination of an accreditation process that began in March of 2020. CALEA's accreditation program

provides a framework to ensure that officers are prepared to meet community service expectations and manage critical events. The process is a proven law enforcement management model that provides targeted guidance to promote efficient use of resources and improve service delivery.

To maintain CALEA accreditation, the Division of Enforcement & Licensing utilizes progress and data tracking programs, reporting tools, and training modules through policy management software provided exclusively by PowerDMS, Inc. As this tracking, reporting, and training is a vital component of CALEA accreditation, and PowerDMS's software provides the most efficient and effective method for completion of these requirements, a subscription to PowerDMS's services is of substantial benefit to the Division of Enforcement & Licensing.

Through this amendment, the NHLC seeks to exercise the two-year contract extension contemplated by Exhibit B, Section 1.2 of the contract. The extension of the contract necessitates an increase to the price limitation to pay for PowerDMS's services for the additional two years.

Based on the foregoing, I respectfully request approval of the amendment to the NHLC's contract with PowerDMS, Inc.

Respectfully submitted,

Joseph M. Mollica
Chairman, Liquor Commission

Docusign Envelope ID: D6C9036C-4792-4736-97E5-6ED25BAAD82D

STATE OF NEW HAMPSHIRE
LIQUOR COMMISSION

AMENDMENT TO AGREEMENT

This Amendment and Extension to Agreement is made this 5TH day of June, 2025 between the New Hampshire Liquor Commission (hereinafter the "NHLC") and PowerDMS, Inc. (Vendor #264125), with a principal place of business at 2120 Park Place, Suite 100, El Segundo, CA 90245 (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 April 21, 2021 ("the Agreement"), pursuant to which the Contractor is required to provide the NHLC's Division of Enforcement and Licensing with access to and support for policy management software.

WHEREAS pursuant to Section 1.2 of Exhibit B of the Agreement, the Agreement may be extended for an additional term of two years.

WHEREAS the parties desire to amend the Agreement to exercise the option to extend the Agreement for an additional two-year term and allocate additional funds to support the extension of the Contractor's work as described in the Agreement.

NOW THEREFORE, the NHLC and Contractor, in accordance with Section 17 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 1.4 of the General Provisions of the Agreement (Form P-37) to reflect Contractor's Address as 2120 Park Place, Suite 100, El Segundo, CA 90245.

2. Amend Section 1.7 of the General Provisions of the Agreement (Form P-37) to reflect a new Completion Date of June 30, 2027.

3. Amend Section 1.8 of the General Provisions of the Agreement (Form P-37) to reflect a $11,356.22 increase to the current price limitation of $18,982.00, which shall result in a Revised Price Limitation of $30,338.22.

Exhibit B – Services is amended as follows:

1. Amend Section 1.1 Services to include "Exhibit E in subpart (a), so that subpart (a) reads as follows:

Contractor's Initials AP (DS)

Date 6/3/2025 | 4:39:07 PM

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"PowerDMS will (a) make the Services available to Customer and Customer's Users pursuant to this Agreement and the Services Orders within Exhibits D and E,"

Exhibit C – Fees is amended as follows:

1. Amend the first sentence of Section 1.1 by deleting it and replacing it with the following:

   "Customer will pay PowerDMS all fees specified in the Service Orders incorporated into this Agreement as Exhibit D and Exhibit E."

Exhibit E – The Agreement is amended to add an Exhibit E that reads as follows:

EXHIBIT E

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

Contractor's Initials DS AP

Date 6/3/2025 | 4:39:07 PM

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PowerDMS by NEOGOV

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-183001	**Order #:**	Q-374766
Customer:	NH Division of Liquor Enforcement (NH)	**Valid Until:**	7/1/2025
Effective Employee Count:	45		
Sales Rep:	Salesforce Administrator		

Customer Contact			
Billing Contact:	NH Division of Liquor Enforcement (NH) Stephen Reardon	**Shipping Contact :**	NH Division of Liquor Enforcement (NH) Stephen Reardon
Billing Address:	50 Storrs St Concord, NH 03301	**Shipping Address:**	50 Storrs St Concord, NH 03301
Billing Contact Email:	stephen.reardon@liquor.nh.gov	**Shipping Contact Email:**	stephen.reardon@liquor.nh.gov
Billing Phone:	6038564734	**Shipping Phone:**	6038564734

Payment Terms			
Payment Term:	Net 60	**Notes:**	Two year option term 40-49 User Tier
PO Number:			

Subscription Service

July 2025

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
PowerPolicy Professional Subscription	Recurring	7/1/2025	6/30/2026	49	User Count Based	$5,078.77
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.						
PowerTraining	Recurring	7/1/2025	6/30/2026	49	User Count Based	$420.61
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Lite and Pro, giving you the ability to attach policies to training courses while ensuring version control.						
					July 2025 TOTAL:	$5,499.38

July 2026

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
PowerPolicy Professional Subscription	Recurring	7/1/2025	6/30/2026	49	User Count Based	$5,408.89
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.						
PowerTraining	Recurring	7/1/2025	6/30/2026	49	User Count Based	$447.95
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Lite and Pro, giving you the ability to attach policies to training courses while ensuring version control.						
					July 2026 TOTAL:	$5,856.84

This price does NOT include any sales tax. Total in USD

Contractor's Initials DS ap

Date 6/3/2025 | 4:39:07 PM

Except as provided herein, all other provisions of the April 21, 2021, Agreement, shall remain in full force and effect.

CONTRACTING OFFICER FOR STATE AGENCY:

Joseph W. Mollica, Chairman
New Hampshire Liquor Commission

6/5/2025
Date

POWERDMS, INC.

DocuSigned by:
Amy Prins
2085AD4A8C9D453...
Amy Prins, Director of Customer Renewals

6/3/2025 | 4:39:07 PM PDT
Date

Approved for Form, Substance, and Execution

Michael Grandy
Michael Grandy
Assistant Attorney General
Office of the Attorney General

6/4/2025
Date

Contractor's Initials DS AP

Date 6/3/2025 | 4:39:07 PM

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 POWER DMS, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on October 10, 2011. 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: **660236**
Certificate Number: **0007193371**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of June A.D. 2025.

David M. Scanlan
Secretary of State

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POWERDMS , INC.

CERITIFICATE OF AUTHORITY

The undersigned, David Eisler, being the Secretary of PowerDMS, Inc., hereby certifies that the following individual is currently the Director of Customer Renewals of PowerDMS, Inc.:

Amy Prins

The undersigned further certifies that Amy Prins, as the Director of Customer Renewals, is authorized to enter into contracts and agreements with an Annual Recurring Revenue up to $25,000 with the New Hampshire Liquor Commission that are binding upon PowerDMS, Inc. (except where PowerDMS, Inc. Board of Directors approval is required).

Signed this 3rd of June 2025.

DocuSigned by:
David Eisler
E1AE8B0A3227426...
David Eisler

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/23/2024

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

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

PRODUCER Newfront Insurance Services 777 Mariners Island Blvd Suite 250 San Mateo, CA 94404 www.newfront.com	**CONTACT NAME:** Cert Request **PHONE (A/C, No, Ext):** 650-488-8565 **FAX (A/C, No):** **E-MAIL ADDRESS:** TechCertRequest@newfront.com
INSURED PowerDMS Parent Inc PowerDMS Holdings Inc PowerDMS Inc. 2120 Park Place, Suite 100 El Segundo CA 90245	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : Berkley National Insurance Company — 38911 INSURER B : Riverport Insurance Company — 36684 INSURER C : INSURER D : Steadfast Insurance Company — 26387 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 82016140 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY ☐ PRO-JECT ☐ LOC OTHER:	✓		TCP 7011473	9/25/2024	9/25/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $15,000 $1,000,000 $3,000,000 $3,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY			TCA 7011474	9/25/2024	9/25/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
A	✓ UMBRELLA LIAB ✓ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $10,000			TCP 7011473	9/25/2024	9/25/2025	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWC 7011475	9/25/2024	9/25/2025	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
D	Errors & Omissions/ Cyber incl. Privacy			EOC 6219893 - 05	9/25/2024	9/25/2025	Limit : $5,000,000 aggregate	

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

RE: All Operations of the Named Insured.
New Hampshire Liquor Commission is included as an additional insured as respects to General Liability, but only to the extent required by written contract or written agreement.

CERTIFICATE HOLDER

New Hampshire Liquor Commission
50 Storrs Street
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Rod Sockolov

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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

March 24, 2021

His Excellency, Governor Christopher Sununu
And the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Liquor Commission ("NHLC") to enter into a **sole-source** contract with PowerDMS, Inc. ("PowerDMS") (VC # 264125) 101 S. Garland Dr., Suite 300, Orlando, Fl, 32801, in the amount of $18,982 for web-portal and policy management software services that the NHLC's Division of Enforcement and Licensing (the "Division") will use to access training modules and other data collecting and reporting tools that are required for the Division's continued pursuit of accreditation from CALEA the Commission on Accreditation for Law Enforcement Agencies, Inc. Effective upon Governor and Council approval through June 30, 2025. 100% Liquor Funds.—

Funds are available in SFY 2021, and the NHLC anticipates availability in SFY 2022, 2023, 2024, and 2025, upon the continued appropriation of funds in future operating budgets, with the authority to adjust amounts between fiscal years through the Budget Office, if needed and justified. 02-77-77-770512-88800000-38; 02-77-77-770512-10190000-38; 02-77-77-770512-78780000-38 LIQUOR COMMISSION,

Class Code – Acct Code & Title	SYF2022	SYF2023	SYF2024	SYF2025
038-509038 Technology-Software	$4,350.84	$4,590.17	$4,876.95	$5,163.74

EXPLANATION

In March 2020, the Division entered into an accreditation agreement with CALEA—the Commission on Accreditation for Law Enforcement Agencies, Inc. By obtaining and subsequently maintaining this nationally-recognized accreditation, the Division will adhere to best-practice professional standards in conducting its regulatory and law enforcement operations.

Predominant law enforcement associations, including The International Association of Chiefs of Police, the National Organization of Black Law Enforcement Executives, and the National Sheriffs' Association, created CALEA in 1979 through joint efforts. The CALEA process is a proven law enforcement management model that provides a Chief Executive Officer with targeted guidance that promotes the efficient use of resources and improves service delivery. CALEA accreditation provides objective evidence of an agency's commitment to excellence in leadership, resource management, and service-delivery.

To successfully complete the CALEA accreditation process, and to maintain CALEA accreditation, the Division must access training modules, reporting tools, and progress/data tracking programs through policy-management software provided by PowerDMS. As a result, a subscription to PowerDMS is a requisite component of the CALEA accreditation process.

At the outset of the CALEA agreement, the NHLC entered into a short-term agreement with PowerDMS for an initial subscription. This initial subscription expires on June 30, 2021. Through the enclosed agreement, the NHLC seeks to enter into a longer-term agreement with PowerDMS that will carry the Division through the CALEA accreditation process and beyond.

Respectfully submitted,

Joseph W. Mollica
Chairman

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

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Liquor Commission		1.2 State Agency Address 55 Storrs Street, Concord, NH	
1.3 Contractor Name PowerDMS, Inc.		1.4 Contractor Address 101 S. Garland Ave, Ste 300, Orlando, FL, 32801	
1.5 Contractor Phone Number 800.749.5104	1.6 Account Number 02-77-77-770512-88800000-38 02-77-77-770512-10190000-38	1.7 Completion Date June 30, 2025	1.8 Price Limitation $18,982.00
1.9 Contracting Officer for State Agency Stephen Rearden		1.10 State Agency Telephone Number 603-271-4318	
1.11 Contractor Signature Nikolai Zavas Date: 3/19/2021		1.12 Name and Title of Contractor Signatory Nikolai Zavas General Counsel	
1.13 State Agency Signature Date: 3/24/2021		1.14 Name and Title of State Agency Signatory Joseph M. Mollica, Chairman	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Micah R. Grady		On: 3/24/2021	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

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

7. PERSONNEL.

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

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

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

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8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

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

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the

negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

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

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

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

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

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

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

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

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

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

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

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EXHIBIT A

SPECIAL PROVISIONS

This Agreement governs the purchase and use of the Services set forth in Exhibits B and D. The form P-37 terms and conditions set forth above are amended as follows.

1. Amend Section 3 above to insert a sentence at the conclusion of Section 3 that reads:

   The term of this Agreement continues until the Completion Date.

2. Amend Section 8.1.2 above to read as follows:

   8.1.2 failure to submit any report required hereunder for a period of thirty (30) days after receiving written notice by the State of the deficiency; and/or

3. Amend Section 8.1.3 above to insert the word "material" between the words "other" and "covenant," so that the section reads:

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

4. Amend Section 9 above to insert new subsections 9.3, 9.4, and 9.5 as provided below:

   9.3. Effect of Termination. Upon termination of this Agreement for any reason, Customer and its Users will cease all use of the Services and, except for PowerDMS's right to receive accrued but unpaid fees and as provided in Section 30.6 (Survival), all rights and obligations of the parties hereunder will automatically cease. Notwithstanding the foregoing, termination will not affect or prejudice any right or remedy that a party possesses with respect to any breach of this Agreement occurring on or before the date of termination. If this Agreement is terminated by Customer due to an Event of Default under Section 8.1, PowerDMS will refund to Customer any prepaid fees covering the remainder of the subscription term of all Service Orders after the effective date of termination.

   9.4. Suspension. PowerDMS may suspend Customer's or any User's right to access or use any portion of the Services if PowerDMS determines that Customer's or Users' use of the Services (i) poses a security risk to the Services, PowerDMS or any third party, (ii) may adversely impact the Services, or the networks or data of any other PowerDMS customer, business partner or service provider, (iii) does not comply with this Agreement, a Service Order or applicable law, or (iv) may subject PowerDMS or any third party to liability. PowerDMS will endeavor to provide as much notice as is reasonably practicable under the circumstances, and to reinstate the Services as soon as reasonably practicable following resolution of the issue.

   9.5. Termination for Breach. PowerDMS may terminate this Agreement (a) upon 30 days' written notice to the State of a material breach if such breach remains uncured at the expiration of such period, or (b) if the State becomes the subject of a petition in

bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

5. Amend Section 10 above to delete it and replace it with the following:

10.1 As used in this Agreement, the term "customer data" shall mean electronic data and information submitted by or for Customer to PowerDMS in connection with the Services.

10.2 All customer data and any property that 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 or destroyed upon demand or upon termination of this Agreement for any reason.

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

6. Amend Section 12.1 above to delete it and replace it with the following:

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. Notwithstanding the foregoing, in the case of a Change of Control, the Contractor shall provide notice of the Change of Control within thirty (30) days following the Change of Control. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

7. Amend Section 13 above to delete it and replace it with the following:

13.1 General Indemnity. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The NHLC shall promptly notify Contractor of any and all such claims. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

13.2 IP Indemnity. Contractor will defend the State from and against any claim, demand, suit or proceeding made or brought against the State by a third party alleging that the

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Services infringe or misappropriate such third party's Intellectual Property Rights. The NHLC shall promptly notify Contractor of any and all such claims, demands, suits or proceedings. The foregoing obligations do not apply with respect to any infringement resulting from the modification of the Services or combination of the Services with software, hardware, data, or processes not provided by Contractor, the continued use of the Services by the State after being notified of the alleged infringement or after being informed of modifications that would have avoided the infringement, or the State's use of the Services in violation of this Agreement or the applicable Service Order.

8. The form P-37 terms and conditions set forth above are further amended to insert the following definitions and additional subsections, 25-30.

The following definitions apply to subsections 9.2 (as amended in this Exhibit A), 9.3, 9.4, and subsections 25-30 as well as Exhibits B and C to this Agreement.

"Customer" means the State of New Hampshire Liquor Commission.

"Intellectual Property Rights" means all trade secrets, United States patents and patent applications, trademarks (whether registered or unregistered and including any goodwill acquired in such trade marks), service marks, trade names, copyrights, moral rights, database rights, design rights, rights in know-how, rights in Confidential Information, rights in inventions (whether patentable or not) and all other intellectual property and proprietary rights (whether registered or unregistered, any application for the foregoing, and all rights to enforce the foregoing), and all other equivalent or similar rights which may subsist anywhere in the United States.

"Malicious Code" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"PowerDMS Technology" means the software applications, tools, application programming interfaces (APIs), connectors, programs, networks and equipment that PowerDMS uses to make its software as a service subscription products and related services available to its customers.

"Services" means the PowerDMS software as a service (SaaS) subscription products and/or professional services described in Exhibit B.

"Service Order" means the ordering document incorporated as Exhibit D to this Agreement.

"Users" means an individual who is an employee or independent contractor of Customer who has been authorized by Customer to use the Services, for whom the Customer has purchased a subscription, and to whom the State (or, when applicable, PowerDMS at Customer's request) has supplied a user identification and password.

"Volunteered Data" shall include any and all suggestions, enhancement requests, recommendations, corrections or other feedback provided by Customer or its Users relating to the Services or the PowerDMS Technology as well as any portion of the Customer Data that the

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Customer submits into the PowerDMS Success Community or otherwise unambiguously identifies through the Services as being made freely available to PowerDMS or other PowerDMS customers. Volunteered Data shall not include Protected Health Information (PHI), data applicable to or regulated by the Payment Card Industry–Data Security Standards (PCI-DSS), Personally Identifiable Information (PII), or personal data of data subjects within the European Union (EU), European Economic Area (EEA), or Switzerland.

25. Proprietary Rights and Licenses

25.1. Limited License to Use Services. Subject to the terms and conditions of this Agreement, PowerDMS hereby grants to Customer a non-exclusive, non-transferable, limited, royalty-free license, without right to sub-license, for the term of each Service Order, to access and use, and to permit its Users to access and use, the Services, solely for Customer's operations in its ordinary course of business.

25.2. Limited License to Use Customer Data. Customer hereby grants to PowerDMS a non-exclusive, non-transferable, limited, royalty-free license, without right to sub-license (except to its sub-processors, as required for the provision of the Services), to aggregate, compile, and otherwise use the Customer Data, as necessary to perform the Services, to create Statistical Data and Anonymized Data for the purposes described in 27.3 below and as otherwise may be agreed in writing by Customer.

25.3. Statistical Data and Anonymized Data. PowerDMS tracks and collects certain information about how Users use the Services and uses the information collected to obtain general statistics regarding the use of the Services and to evaluate how Users use and navigate the Services (collectively, "Statistical Data"). PowerDMS may use Statistical Data for PowerDMS's internal analytical purposes, including the improvement and enhancement of the Services and PowerDMS's other offerings. At times, PowerDMS may review the Statistical Data of multiple customers and may combine, in a non-personally-identifiable format, the Statistical Data with Statistical Data derived from other customers and users to create aggregate, anonymized data regarding usage history and statistics (collectively, "Anonymized Data"). Anonymized Data will not contain information that identifies or could be used to identify Customer or its Users. Customer agrees that Anonymized Data is not Confidential Information of Customer. PowerDMS may use Anonymized Data to create reports that it may use and disclose for PowerDMS's commercial or other purposes.

25.4. Reservation of Rights. No rights or licenses are granted except as expressly set forth herein. Without limited the foregoing, subject to the limited rights expressly granted in this Section 25, all right, title and interest (including all related Intellectual Property Rights) in and to (a) the Services and the PowerDMS Technology is retained by PowerDMS, and (b) the Customer Data is retained by Customer.

25.5. Feedback and Volunteered Data. Customer grants PowerDMS a worldwide, perpetual, irrevocable, royalty-free license to use, disclose, reproduce, license or otherwise distribute and incorporate into the Services and the PowerDMS Technology any "Volunteered Data".

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25.6. Federal Government Use. If the Services or the PowerDMS Technology are made available to a federal government end user, for ultimate federal government end use, technical data and software rights related to the Services include only those rights customarily provided to the public as specified in this Agreement.

26. Confidentiality

26.1. Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. PowerDMS Confidential Information includes the PowerDMS Technology and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Service Orders (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.

26.2. Obligations. The Receiving Party will use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.

26.3. Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

26.4. Equitable Relief. The parties recognize and agree there is no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 26, that such a breach would irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

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27. Customer Data

27.1. Data Protection. PowerDMS will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by PowerDMS personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for PowerDMS to rely upon the security processes and measures utilized by PowerDMS's cloud infrastructure providers.

27.2. Data Breach Notification. PowerDMS will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within custody and control (a "Security Breach") within 72 hours of PowerDMS's confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. Except to the extent required otherwise by applicable law, Customer will have approval rights on notifying any third-party regulatory authority of the Security Breach. If applicable law or Customer's policies require notification of its Users or others of the Security Breach, Customer shall be responsible for such notification.

27.3. Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during the subscription term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on PowerDMS's systems using the then existing features and functionality of the Services, PowerDMS will, upon Customer's written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by PowerDMS, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, PowerDMS will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement.

28. Representation and Warranties; Disclaimers

28.1. PowerDMS. PowerDMS represents and warrants that (a) it has the full power and authority to enter into this Agreement, to perform its obligations under this Agreement, and to grant the licenses and rights granted to Customer in this Agreement; (b) this Agreement is the legal, valid, and binding obligation of PowerDMS, enforceable against it in accordance with the terms hereof, except to the extent such enforceability may be limited by bankruptcy, reorganization, insolvency or similar laws of general applicability governing the enforcement of the rights of creditors or by the general principles of equity (regardless of whether considered in a proceeding at law or in equity) (c) it will comply with all applicable laws relating to its performance and/or obligations under this Agreement; (d) this Agreement does not conflict with any other contract or obligation to which it is a party or by which it is bound, and (e) it will

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perform the Services in accordance with this Agreement in a timely, professional and workmanlike manner.

28.2. Customer. Customer represents and warrants that (a) it has the full power and authority to enter into this Agreement, to perform its obligations under this Agreement, and to grant the licenses and rights granted to PowerDMS; (b) this Agreement is the legal, valid, and binding obligation of Customer, enforceable against it in accordance with the terms hereof, except to the extent such enforceability may be limited by bankruptcy, reorganization, insolvency or similar laws of general applicability governing the enforcement of the rights of creditors or by the general principles of equity (regardless of whether considered in a proceeding at law or in equity); (c) this Agreement does not conflict with any other contract or obligation to which it is a party or by which it is bound; and (d) it will comply with all applicable laws relating to its performance and/or obligations under this Agreement.

28.3. Disclaimer of Implied Warranties. THE WARRANTIES SET FORTH IN SECTION 28.1 AND 28.2 ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY POWERDMS AND CUSTOMER, HEREUNDER, RESPECTIVELY. EACH OF POWERDMS AND CUSTOMER EXPRESSLY DISCLAIMS, AND THE OTHER PARTY HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING THE SERVICES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, UNINTERRUPTED ACCESS, THAT THE SERVICES ARE SECURE, OR THAT THE SERVICES WILL BE AVAILABLE CONSTANTLY AND IN AN UNINTERRUPTED MANNER AND ANY OTHER IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. IN ADDITION, ALL THIRD-PARTY OFFERINGS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER. POWERDMS MAKES NO WARRANTY THAT THE SERVICES WILL COMPLY WITH THE LAWS (INCLUDING WITHOUT LIMITATION ANY LAWS RESPECTING DATA PRIVACY) OF ANY JURISDICTION OUTSIDE OF THE UNITED STATES OF AMERICA.

29. Limitation of Liability.

29.1. Exclusion of Certain Claims. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, COST OF COVER, PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT, INCLUDING LOSS OF BUSINESS, REVENUE OR ANTICIPATED PROFITS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, POWERDMS SHALL NOT BE LIABLE FOR THE CRIMINAL ACTS OF THIRD PARTIES.

29.2. Limitation of Liability. EXCEPT WITH REGARD TO LIABILITY FOR THE

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INDEMNITY OBLIGATIONS UNDER SECTION 13, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EXCEED THE SUM OF ALL AMOUNTS REQUIRED TO BE PAID BY CUSTOMER TO POWERDMS IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE EVENT INITIALLY GIVING RISE TO SUCH LIABILITY.

30. General Provisions

30.1. No Waiver. The failure of a party to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision.

30.2. Publicity. Unless otherwise provided in the applicable Sales Order, PowerDMS may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.

30.3. Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given (a) when received, if personally delivered; (b) when receipt is electronically confirmed, if transmitted by facsimile or e-mail; (c) the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and (d) upon receipt, if sent by certified or registered mail, return receipt requested. All notices will be given using the contact information with respect to each party set forth in the applicable Service Order or such other contact information as may be designated by a party by giving written notice to the other party pursuant to this Section 30.3.

30.4 Force Majeure. Neither party will be liable for failure to perform its obligations hereunder, except the obligation to make payment due, to the extent that it's performance is prevented, hindered or delayed as a result of strikes, riots, fires, explosions, acts of God, acts of terrorism, war, governmental action, labor conditions, internet service interruptions or slowdowns, vandalism or cyber-attacks, or any other cause beyond the reasonable control of such party.

30.5. Electronic Signatures; Counterparts. Signatures and other express indications of agreement sent by electronic means (facsimile or scanned and sent via e-mail or signed by electronic signature service where legally permitted) will be deemed original signatures. This Agreement may be signed in multiple counterparts, each of which will be deemed an original and which will together constitute one agreement.

30.6. Survival. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability.

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EXHIBIT B

SERVICES

Subject to the following terms and conditions, PowerDMS will provide the Services set forth in the Service Order incorporated into this agreement as Exhibit D.

1.1. Services. PowerDMS will (a) make the Services available to Customer and Customer's Users pursuant to this Agreement and the Service Order, Exhibit D, (b) provide applicable standard support for the Services at no additional charge (or such other level of support specified in a Service Order), (c) use commercially reasonable efforts, using applicable current industry practices, to ensure the Services do not contain or transmit any Malicious Code, and (d) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for planned downtime (of which PowerDMS will give advance notice).

1.2. Subscriptions/Term of Agreement. This agreement becomes effective upon execution by the NHLC and shall be for an initial term of approximately four years, terminating on the date set forth in Section 1.7 to the form P-37 above. The parties have the option to extend the agreement by an additional two-year term upon written agreement. If Customer elects to increase the number of Users permitted to use the Services pursuant to this agreement fees for the additional Users will be calculated at the same per User pricing as set forth in this agreement and will be prorated for the portion of that subscription term remaining at the time the additional Users are added. Any such modification to a subscription will be confirmed in writing by Customer.

1.3. Customer Responsibilities. Customer will be responsible for (a) ensuring Customer and its Users comply with terms and conditions of this Agreement and the Service Order for all acts of its Users, (b) the accuracy, quality and legality of the Customer Data, the means by which the Customer obtained the Customer Data and Customer's use of the Customer Data in connection with the Services, (c) using reasonable efforts to prevent unauthorized access to or use of Services, and provide prompt notice to PowerDMS of any unauthorized access or use, (d) using the Services only in accordance with this Agreement, any applicable Service Orders and applicable laws and government regulations, and (e) allocating the necessary resources and personnel to cooperate with PowerDMS staff in a timely manner to allow the Services to perform.

1.4. Restrictions. Customer will not, and will ensure its Users do not (a) make any of the Services available to anyone other than Users or use any Services for the benefit of anyone other than Customer and its Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit Protected Health Information (PHI), unless otherwise agreed in writing by the parties, (e) use the Services to store, transmit or process the personal data of data subjects within the European Union (EU), European Economic Area (EEA), or Switzerland unless otherwise agreed

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in writing by the parties, (f) use the Services to store or transmit data applicable to or regulated by the Payment Card Industry – Data Security Standards (PCI-DSS), (g) use the Services to store or transmit Malicious Code, (h) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (i) attempt to gain unauthorized access to the Services or its related systems or networks, (j) modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (k) frame or mirror any part of the Services, other than framing on Customer's own intranets or otherwise for Customer's own internal purposes, (l) access the Services for the purpose of building, selling or marketing a competitive product or service or copying any PowerDMS Technology, (m) remove the copyright, trademark, or any other proprietary rights or notices included within PowerDMS Technology and on and in any documentation or training materials, (n) disassemble, reverse engineer, or decompile the Services, including PowerDMS Technology or otherwise attempt to obtain or perceive the source code of PowerDMS Technology, or (o) use the Services in a manner which violates any applicable laws.

1.5. Infringing Content. PowerDMS reserves the right to delete or disable content stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if PowerDMS otherwise reasonably believes any such content is in violation of Section 1.4(c) to this Exhibit B.

1.6. Modifications to Services. The Services may be modified by PowerDMS from time to time as it deems necessary to address changes in technology and the needs of its customers, provided that any such modification will not degrade the functionality of the Services in any material manner, unless required by applicable law. PowerDMS will notify Customer in advance of any material modifications.

1.7. Third Party Services. The Services may permit Customer and its Users to access services or content provided by third parties through the Services ("Third Party Offerings"). Customer agrees that PowerDMS is not the original source and shall not be liable for any inaccuracies contained in any content provided in a Third Party Offering. PowerDMS makes no representations, warranties or guarantees with respect the Third Party Offerings or any content contained therein. PowerDMS may discontinue access to any Third Party Offering through the Services, with or without notice, if the relevant agreement with the applicable third party no longer permits PowerDMS to provide such access.

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EXHIBIT C

Fees

1.1. Fees. Customer will pay PowerDMS all fees specified in a Service Order incorporated into this Agreement as Exhibit D. Except as otherwise specified in this Agreement or in a Service Order Form, payment obligations are non-cancelable, and fees paid are non-refundable, and quantities purchased cannot be decreased during the relevant subscription term.

1.2. Payment Terms. Fees set forth in each Service Order are due on the date set forth on the invoice referencing such Service Order.

1.3. Customer Purchase Orders. Except as otherwise specified in a Service Order, Customer will not require any purchase order to pay fees due or otherwise to perform its obligations with respect to any Service Order. Any reference to a purchase order in a Service Order or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order or in any way be deemed to modify, alter, supersede or supplement any Service Order or this Agreement.

1.4. Taxes. The fees set forth in each Service Order do not reflect any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with Customer's purchase and use of Services, excluding any taxes based upon PowerDMS's personal property ownership or net income. If PowerDMS has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section 1.4, PowerDMS will invoice Customer for, and Customer will promptly pay, the amount of such Taxes unless Customer provides PowerDMS with a valid tax exemption certificate authorized by the appropriate taxing authority.

1.5. Suspension of Services. If any amount owing by Customer is more than 30 days overdue, PowerDMS may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full.

1.6. Payment Disputes. PowerDMS will not exercise its rights under Section 1.5 to this Exhibit C so long as Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

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EXHIBIT D

PowerDMS t 800.749.5104 f 407.210.0113 www.powerdms.com 101 S. Garland Ave, Ste 300 Orlando, FL 32801

Service Order

Contract Details
Account Number: A-183001
Customer: NH Division of Liquor Enforcement (NH)
Sales Rep: Salesforce Administrator

Order Details
Order #: Q-127514
Order Date: 7/1/2021
Valid Until: 7/1/2021
Subscription Start Date: 7/1/2021
Subscription Term (months): 48

Customer Contact
Billing Contact: NH Division of Liquor Enforcement (NH)
Stephen Reardon
Address: 50 Storrs St
Concord, NH 03302
Billing Contact Email: stephen.reardon@liquor.nh.gov
Phone: 603-656-4734
Fax:

Payment Terms
Payment Term: Net 60
PO Number:
Notes:

YEAR-1 07/01/2021-06/30/2022

Item	Type	Qty	Total
PowerDMS Pro Suite	Recurring	40	$4,035.84
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.			
PowerDMS Training Solution	Recurring	40	$315.00
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Lite and Pro, giving you the ability to attach policies to training courses while ensuring version control			
		YEAR-1 TOTAL:	$4,350.84

YEAR-2 07/01/2022-06/30/2023

Item	Type	Qty	Total
PowerDMS Pro Suite	Recurring	40	$4,246.19
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.			
PowerDMS Training Solution	Recurring	40	$343.98
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Lite and Pro, giving you the ability to attach policies to training courses while ensuring version control.			
		YEAR-2 TOTAL:	$4,590.17

YEAR-3 07/01/2023-06/30/2024

Item	Type	Qty	Total
PowerDMS Pro Suite	Recurring	40	$4,507.49
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.			
PowerDMS Training Solution	Recurring	40	$369.46

PowerDMS 1.800.749.5104 f 407.210.0113 www.powerdms.com 101 S. Garland Ave, Ste 300 Orlando, FL 32801

Service Order

Item	Type	Qty	Total
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Lite and Pro, giving you the ability to attach policies to training courses while ensuring version control.			
		YEAR-3 TOTAL:	$4,878.95

YEAR-4 07/01/2024-06/30/2025

Item	Type	Qty	Total
PowerDMS Pro Suite	Recurring	40	$4,768.80
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site; included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.			
PowerDMS Training Solution	Recurring	40	$394.94
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Lite and Pro, giving you the ability to attach policies to training courses while ensuring version control.			
		YEAR-4 TOTAL:	$5,163.74

Additional Terms and Conditions

Payment Terms All invoices issued hereunder are due upon the invoice due date. The fees labeled "Year 1 Total" shall be invoiced in advance of the renewal date, and if the Subscription Term is for a period longer than one year, the fees for future years shall be invoiced annually in advance of each 12 month period of the Subscription Term, but regardless of the billing cycle, Customer is responsible for the fees for the entire Subscription Term. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable.

Terms & Conditions Unless otherwise agreed in a written agreement between PowerDMS and Customer, this Service Order and the services to be furnished pursuant to this Service Order are subject to the terms and conditions set forth here: http://www.powerdms.com/terms-and-conditions/. The Effective Date (as defined in the terms and conditions) shall be the subscription start date.

Accepted and Agreed By Authorized Representative of:
NH Division of Liquor Enforcement (NH)

Signature:

Printed Name:

Title:

Date:

THE INFORMATION AND PRICING CONTAINED IN THIS SERVICE ORDER IS STRICTLY CONFIDENTIAL

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 POWER DMS, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on October 10, 2011. 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: 660236

Certificate Number: 0005304580

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 23rd day of March A.D. 2021.

William M. Gardner

Secretary of State

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/19/2021

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

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

PRODUCER
ABD Insurance & Financial Services
777 Mariners Island Blvd Suite 250
San Mateo, CA 94404

www.theabdteam.com

CONTACT NAME: Cert Request
PHONE (A/C, No, Ext): 650-488-6565 | FAX (A/C, No):
E-MAIL ADDRESS: TechCertRequest@theabdteam.com

INSURER(S) AFFORDING COVERAGE | NAIC #
INSURER A: Berkley National Insurance Company | 38911
INSURER B: Berkley Regional Insurance Company | 29580
INSURER C:
INSURER D: Steadfast Insurance Company | 26387
INSURER E:
INSURER F:

INSURED
PowerDMS Parent Inc
PowerDMS Holdings Inc
PowerDMS Inc.
101 S. Garland Ave; Ste 300
Orlando, FL 32801

COVERAGES **CERTIFICATE NUMBER: 60727184** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [✓] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY [ ] PRO-JECT [ ] LOC OTHER:	✓		TCP 7011473	8/25/2020	8/25/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $300,000 $15,000 $1,000,000 $3,000,000 $3,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ✓ HIRED AUTOS ONLY SCHEDULED AUTOS ✓ NON-OWNED AUTOS ONLY			TCA 7011474	8/25/2020	8/25/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
A	✓ UMBRELLA LIAB EXCESS LIAB DED RETENTION $10,000	✓		TCP 7011473	8/25/2020	8/25/2021	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWC 7011475	8/25/2020	8/25/2021	✓ PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
D	Errors & Omissions/ Cyber Incl. Privacy			EOC 8219893 - 01	8/25/2020	8/25/2021	Limit : $5,000,000	

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

RE: All Operations of the Named Insured.
New Hampshire Liquor Commission is included as an additional insured as respects to General Liability, but only to the extent required by written contract or written agreement.

CERTIFICATE HOLDER

New Hampshire Liquor Commission
50 Storrs Street
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Rod Sockolov

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POWERDMS, INC.
CERTIFICATE OF AUTHORITY

The undersigned, Ben Davis, being the President of PowerDMS, Inc., hereby certifies that the following individual is currently the General Counsel of PowerDMS, Inc.:

Nikolai Zavas

The undersigned further certifies that Nikolai Zavas, as the General Counsel, is authorized to enter into contracts and agreements with the New Hampshire Liquor Commission that are binding upon PowerDMS, Inc. (except where PowerDMS, Inc. Board of Directors approval is required).

Signed this 19th of March, 2021.

DocuSigned by:
Ben Davis
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