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# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

Concord, New Hampshire 03301

(603) 271-3201 | [Office@das.nh.gov](mailto:Office@das.nh.gov)

Charles M. Arlinghaus  
Commissioner

Catherine A. Keane  
Deputy Commissioner

Sheri L. Rockburn  
Assistant Commissioner

July 16, 2025

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

## REQUESTED ACTION

Authorize the Department of Administrative Services (DAS) to enter into a **Sole Source** contract with MHC Software, LLC. (VC#475986), Burnsville, MN in an amount up to and not to exceed \$428,885.03 for Cloud Hosted Software for a five-year-term with the option to extend for up to an additional three years effective upon Governor and Executive Council approval through June 30, 2030. 100% General Funds.

Funds are available in the following account for Fiscal Year 2026 and 2027, and are anticipated to be available in Fiscal Years 2028, 2029 and 2030, upon the 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.

01-014-014-142010-13700000, Enterprise App Management-FDM  
Class 038: Technology – Software

Fiscal Year	Total
*2026	\$ 85,123.00
2027	\$ 68,943.05
2028	\$ 70,951.10
2029	\$ 72,959.15
2030	\$ 74,967.20
Contract Term Allowance	\$ 55,941.53
Total	\$ 428,885.03

\*FY 2026 contains a one-time implementation fee of \$18,118.

## EXPLANATION

This **Sole Source** request is for the migration to cloud-hosting of MHC software modules that facilitate the printing, formatting and distribution of financial and tax-related documents through software modules that are integrated with NH FIRST, the State's Enterprise Resource Planning system (ERP). MHC is an existing DAS contractor providing a similar array of services to the state with respect to its on-premise ERP.

DAS is under contract with Infor, the state's ERP vendor, to migrate NH FIRST from an on-premise system to a cloud-based system. Once NHFIRST is in the cloud, anticipated sometime in 2026, the state will require a cloud-based suite of MHC products thus necessitating a different contract with MHC. MHC's software solutions were developed specifically for Infor users to support document generation, distribution, self-service document access, image capture, and document retrieval and routing with seamless integration to Infor applications, for areas in which Infor's core functionality does not offer these document solutions.

Under this contract MHC will provide the following cloud-based services: paycheck printing, accounts payable check printing related to the Department of Corrections' Restitution, the provision of a positive pay file, a fraud protection tool sent by the state to a bank in advance of a sending a check payment file. This contract also includes authority to utilize other MHC services based on the state's future needs should those services not be available to the state through Cloudsuite: accounts payable check printing services, accounts receivable statement and invoice formatting and distribution services, the printing and/or electronic distribution of W-2 and 1095c IRS forms, the ability to process ACH payments and electronic remittance delivery, and purchase order formatting and distribution services. Upon implementation of the migrated cloud-based ERP, should the state determine that particular document solutions are available and offered by Infor via native functionality, MHC will be phased out for those services. The state will only pay for those MHC services it uses.

Upon approval, the requested contract will run concurrently with the existing MHC agreement for software implementation and maintenance of the State's active on-premise ERP system, as approved by the Governor and Executive Council on June 25, 2025 (Item #141). DAS intends to continue MHC's on-premise services until NH FIRST migrates to the cloud and thereafter for approximately one year to ensure the retention of and access to historical data. The DAS Division of Enterprise Applications Management intends to develop a solution to access historical documentation with the goal of having only a single active contract with MHC for its cloud-based services.

The approval of this contract is of critical importance to state business operations, including compliance with IRS laws. This contract will help maintain the operational elements of agency business practices promoting efficiencies, increasing compliance with state and federal procedures, and leveraging best practices.

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

Respectfully submitted,



Charles M. Arlinghaus  
Commissioner



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](http://doit.nh.gov)

Denis Goulet, *Commissioner*



June 27, 2025

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

Dear Commissioner Arlinghaus:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with MHC Software LLC, as described below and referenced as DoIT No. 2026-009.

The purpose of this request is to provide for migration to cloud hosting of the MHC software modules.

The Total Price Limitation shall be \$428,885.03, effective upon Governor and Executive Council approval through June 30, 2030.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet".

Denis Goulet

DG/jd  
DoIT #2026-009

cc: Cindy Dottlich, IT Manager

**STATE OF NEW HAMPSHIRE**  
**MHC Cloud Hosted Software**



# State of New Hampshire

MHC Cloud Hosted Software

Version 7.0 2/2025

**STATE OF NEW HAMPSHIRE  
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**FORM NUMBER P-37 (VERSION 2/23/2023)**

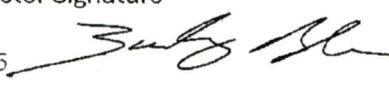
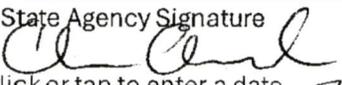
**NOTICE:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION**

1.1. State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2. State Agency Address 25 Capitol Street Concord, NH 03301	
1.3. Contractor Name MHC Software, LLC		1.4. Contractor Address 12000 Portland Avenue South, Suite 230 Burnsville, MN 55337	
1.5. Contractor Phone Number 800-588-3676	1.6. Account Unit and Class Various	1.7. Completion Date June 30, 2030	1.8. Price Limitation \$428,885.03
1.9. Contracting Officer for State Alexander Stone, Director DEAM		1.10. State Agency Telephone Number 603-271-2201	
1.11. Contractor Signature Date: 7/11/2025 		1.12. Name and Title of Contractor Signatory Zachary Bloss, Corporate Controller	
1.13. State Agency Signature Date: Click or tap to enter a date.  7-14-25		1.14. Name and Title of State Agency Signatory Charles M Arlinghaus, Commissioner	
1.15. Approval by the NH Department of Administration, Division of Personnel (if applicable) Director: Click or tap here to enter text. Date: Click or tap to enter a date.			
1.16. Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Click or tap here to enter text.  Christen Lavers Date: Click or tap to enter a date. 7/15/25			
1.17. Approval by the Governor and Executive Council (if applicable) G&C item number: Click or tap here to enter text. G&C meeting date: Click or tap to enter a 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 this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement.

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

3.3. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative

or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT**

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

5.2. Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

5.4. The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor

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agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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

- 6.1. In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.
- 6.2. During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3. No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

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

**7. PERSONNEL**

- 7.1. The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
- 7.2. The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;
- 8.2.2. give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3. give the Contractor a written notice specifying the Event of Default and set off against any other obligations the

State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

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

**9. TERMINATION**

- 9.1. Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.
- 9.2. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

**10. PROPERTY OWNERSHIP/DISCLOSURE**

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

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computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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

10.3. Disclosure of data, information and other records shall be governed by NH RSA chapter 91 A and/or other applicable law. Disclosure requires prior written approval of the State.

**11. CONTRACTOR'S RELATION TO THE STATE**

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

**12. ASSIGNMENT/DELEGATION/  
SUBCONTRACTS**

12.1. Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2. For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means: (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty

percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor; or (b) the sale of all or substantially all of the assets of the Contractor.

12.3. None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION**

The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE**

14.1. The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor

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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 New Hampshire Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3. The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION**

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

15.2. To the extent the Contractor is subject to the requirements of NH RSA chapter 281-A, Contractor shall maintain,

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

**16. WAIVER OF BREACH**

A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

**17. NOTICE**

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

**18. AMENDMENT**

This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required

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under the circumstances pursuant to State law, rule or policy.

**19. CHOICE OF LAW AND FORUM**

19.1. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2. Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

**20. CONFLICTING TERMS**

In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**21. THIRD PARTIES**

This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

**22. HEADINGS**

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

**23. SPECIAL PROVISIONS**

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

**24. FURTHER ASSURANCES**

The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

**25. SEVERABILITY**

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

**26. ENTIRE AGREEMENT**

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

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## EXHIBIT A - SPECIAL PROVISIONS

The terms outlined in the P-37 General Provisions are modified as set forth below:

1. **Provision 3, Effective Date/Completion of Services, is updated with the following addition:**

**3.4** The Term may be extended up to 3 additional years(s), ("Extended Term") at the sole option of the State, subject to the Parties prior written Agreement on applicable fees for each extended Term under the same terms and conditions, subject to approval of the Governor and Executive Council.

2. **Provision 9, Termination, Section 9.2 is deleted and replaced with the following:**

**9.2** In the event of the termination pursuant to subparagraph 9.1, the contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State will pay for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

**9.3** Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Contractor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated. After receipt of a notice of termination, and except as otherwise directed by the State, Contractor shall:

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

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h. Provide written Certification to the State that Contractor has surrendered to the State all said property and after 180 days has erased all State data.

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

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

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

**10.4** In performing its obligations under this Agreement, Contractor may gain access to Confidential Information. The Contractor shall not use the Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all Confidential Information.

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

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

- a. shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;
- b. was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party;
- c. is developed by the receiving Party independently of, or was known by the receiving Party prior to, any disclosure of such information made by the disclosing Party; or
- d. is disclosed with the written consent of the disclosing Party.

**10.6** A receiving Party also may disclose the disclosing Party's Confidential Information to the extent required by law or an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon Contractor regarding the Confidential Information, and Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

**10.7** Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing

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disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State.

**10.8** This covenant in paragraph 10 shall survive the termination of this Contract.

**4. Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:**

**12.5** In the event that Contractor should change ownership for any reason whatsoever that results in a change of control of the Contractor, the State shall have the option of:

- a. continuing under the Agreement with Contractor, its successors or assigns for the full remaining Term of the Agreement or for such period of time as determined necessary by the State;
- b. immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.

**5. The following Provisions are added and made part of the P37:**

**27. FORCE MAJEURE**

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

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

**28. REQUIREMENTS FOR WEB CONTENT AND MOBILE APPLICATION ACCESSIBILITY.**

**28.1** Under Title II of the Americans with Disabilities Act, the State is required to provide equal access to all of its services, programs, and activities that are provided or made available to the public (whether directly or through contractual, licensing, or other arrangements) via the web and mobile applications. Accordingly, all web content and mobile applications developed, delivered, or otherwise furnished by Contractor pursuant to the terms and conditions of this Agreement shall comply with all applicable accessibility requirements under 28 C.F.R. § 35.200 and the technical standards for web content and mobile application accessibility specified in version 2.1 of the Web Content Accessibility Guidelines at Level AA conformance.

**28.2** Contractor acknowledges and agrees that the State may require Contractor's compliance with the web content and mobile application accessibility standards set forth in Paragraph 28.1 to be determined by a third-party selected by the State in its sole and absolute discretion.

**29. EXHIBITS/ATTACHMENTS**

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

**30. NON-EXCLUSIVE CONTRACT**

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

**31. PROHIBITED TECHNOLOGIES.** The contractor shall not use:

- a. Equipment or services on the State of New Hampshire's Prohibited Technologies List; or
- b. Equipment or services on the FCC Covered List.

**32. ORDER OF PRECEDENCE**

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

- I. State of New Hampshire, Department of Administrative Services Contract Agreement 8003704 as amended by Exhibit A.
- II. State of New Hampshire, Department of Administrative Services Contract Exhibits in order of precedence:
  - a. Exhibit B.
  - b. Exhibit C.
  - c. Exhibit D (or D-1).
  - d. Exhibit E.
  - e. Exhibit F.
  - f. Exhibit G.
- III. Additional Contractor Provided Documents (Exhibit H).

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

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

7/11/2025

### **1. STATEMENT OF WORK**

The Contractor shall provide Cloud Hosted Software and Services for third party integration. This contract shall facilitate document management including payroll checks, Department of Corrections third party system Checks. The Contractor shall provide hourly services and project based quotes based on State requests throughout the term of this agreement.

### **2. NorthStar Requirements:**

#### **2.1. Payroll Checks**

The contractor shall provide print payroll checks coming from Infor Cloudsuite using the existing formats, overlays, and signatures that currently exist in Document Express or format changes approved by the State and INFOR. Payroll checks to be printed using our existing printers and Payroll check stock. Assist the state with submitting check samples for Quality Assurance (QA) and production acceptance by Citizens bank or other banks as designated by the state.

#### **2.2. Department of Corrections(DOC) Checks**

The contractor shall provide print DOC checks coming from current 3<sup>rd</sup> party system using the existing formats, overlays, and signatures that currently exist in Document Express. DOC checks to be printed using our existing printers and DOC check stock. Assist the state with submitting check samples for QA and production acceptance by Citizens bank or other banks as designated by the state.

#### **2.3. Positive Pay File**

The contractor shall generate a Positive Pay File for Payroll and DOC checks that is accepted and approved by Citizens Bank or other banks as designated by the state. Also assist the state with any bank QA and production testing with the bank.

#### **2.4. Additional Services**

##### **2.4.1. Scope of Cloud-Based Services Provided by the Contractor**

The Contractor shall offer the following cloud-based services in cases where they are not otherwise available to the state through the Enterprise Resource Planning (ERP) vendor. These services will facilitate the processing, formatting, and distribution of various financial and tax-related documents.

##### **2.4.2. NorthStar Pay Enterprise**

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The Contractor shall provide **Accounts Payable (AP) check printing services** with positive pay functionality, ensuring secure and verified transactions. This service also includes the ability to process AP **Automated Clearing House (ACH) payments** and **electronic remittance delivery** for vendor payments made electronically. The Contractor will support up to **four (4) separate banking connections** for both positive pay verification and ACH transfers. The service will facilitate the handling of **up to 265,000 financial documents and transactions annually**, ensuring efficient and secure payment processing.

**2.4.3. NorthStar AP Tax Enterprise**

The Contractor shall oversee the **1099 tax form processing and printing**, ensuring compliance with tax regulations for multiple classifications, including:

- **MISC** (Miscellaneous Income)
- **INT** (Interest Income)
- **DIV** (Dividend Income)
- **Other (GOV)** (Government-related payments)

The service shall accommodate the generation and distribution of **up to 5,800 1099 forms annually**, ensuring timely tax documentation for vendors, contractors, and other relevant payees.

**2.4.4. NorthStar Supply Chain Essentials**

The Contractor shall provide **purchase order formatting and distribution services**, ensuring accurate and professional document presentation. The purchase orders may be **formatted and delivered through various channels**, including:

- **Printed copies** for physical record-keeping
- **Email transmission** for electronic communication
- **Fax distribution** for vendors requiring non-digital formats

This service will support the formatting and delivery of **up to 11,000 purchase orders annually**, ensuring seamless procurement documentation.

**2.4.5. NorthStar Employee Tax Enterprise**

The Contractor shall facilitate the **electronic distribution of employee tax forms**, specifically **W-2s and 1095-Cs**. Employees will have the option to receive their forms electronically, reducing paper waste and expediting access. In cases where printed copies are required, the service also includes print-based distribution upon request. The Contractor shall process and deliver **up to 33,500 documents annually**, ensuring timely and compliant tax reporting for employees.

**2.4.6. NorthStar AR Documents Essentials**

The Contractor shall offer **Accounts Receivable (AR) statement and invoice formatting and distribution services**. This service ensures that AR statements and

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invoices are properly formatted, accurately reflecting financial transactions for clients or vendors. The formatted documents will be delivered efficiently to the appropriate recipients. This service shall accommodate the handling of **up to 27,000 documents annually**, facilitating accurate billing and financial reporting.

**3. Minimum requirements of the NorthStar application**

Required Feature	Description
<b>Workspaces &amp; Projects</b>	Organize and manage Workspaces and Projects for streamlined automation workflows and process segmentation.
<b>Automation &amp; Workflow Management</b>	Deploy custom automation solutions and manage workflows for optimal data processing and efficiency.
<b>Content &amp; Email Automation</b>	Tailor document configurations and automate email communications for content distribution and management.
<b>User &amp; Access Management</b>	Manage users, regulate user permissions, define roles, and structure groups for targeted access control.
<b>Dashboards</b>	Utilize dashboards for comprehensive monitoring of system transactions and operational performance.
<b>Document Storage</b>	Maintain and access a secure repository for document and data archival and retrieval.
<b>System Audit</b>	Conduct detailed tracking and reporting of sensitive system activities ensuring security and regulatory adherence.
<b>Application Appearance</b>	Customize the user interface (logos, colors, etc.) to align the solution with organizational branding.
<b>Account License &amp; Storage</b>	Oversee and manage subscription services and control digital resource allocation.
<b>Integrations</b>	Seamlessly integrate with compatible external systems via REST API or SFTP for enhanced interoperability.
<b>Printers</b>	Manage document printing with automated processes for greater operational control. Reprint checks as needed.
<b>Global Task Definition</b>	Establish and manage standardized tasks for systematic approval procedures and transactions.
<b>MHC NorthStar Payroll Documents Essentials</b>  MTS-NTS-PRLESS	<b>Automate Payroll Document Creation &amp; Distribution:</b> (Print   Positive Pay   Email-to-Fax)

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**4. BUSINESS / TECHNICAL REQUIREMENTS**

**5. Service Level Terms**

These Service Level Terms (the "SLT"), if incorporated by reference into an Order Form, supplement the Standard Terms and Conditions. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Order Form and Standard Terms. If there is any conflict between the SLT and the Standard Terms and Conditions, the Standard Terms and Conditions shall prevail.

**6. Service Availability**

For MHC hosted environments, MHC commits to provide minimum availability requirements with respect to the Customer's Service during each calendar month of the Term, excluding scheduled maintenance times ("Service Availability"). If, in any calendar month, this Service Availability is not met by MHC, and Customer was negatively impacted in a material way and the Customer provides written notice to MHC describing in detail the material negative impact, MHC shall provide, as the sole and exclusive remedy, a Service Credit based on the monthly fee for the use of the Service.

The following table sets forth the Services measured under the applicable Service Level, and the Service Credits to which Customer will be entitled to if MHC fails to meet the Service Levels over the Measurement Period, the conditions below are met and Customer is not in breach of the Agreement.

<b>Service Availability</b>	<b>Service Credit</b>
Below 99.5% but at least 99.25%	10%
Below 99.25% but at least 99.00%	15%
Below 99.00%	20%

7. MHC measures the Service Availability over each calendar month by dividing the difference between the total number of minutes in the monthly measurement period and any Unplanned Downtime by the total number of minutes in the measurement period, and multiplying the result by 100 to reach a percent figure. "Unplanned Downtime" means any time during which a problem with the Service would prevent the Customer from logging in or accessing the Service. MHC shall calculate any Unplanned Downtime using MHC's system logs and other records. Unplanned Downtime does not include any time during which the Services are not available due to any suspension or termination of the applicable Service, or any other unavailability or performance issue that results from Customer's and/or a third-party's equipment, software, services, or other technology (other than third party equipment or services within MHC's direct control).

**8. Failure to Achieve Service Levels**

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If MHC fails to meet the lowest System Availability service level in the table above for any 2 consecutive months or any 4 months during a 12-month period, Customer may terminate the Agreement within 30 days of such occurrence and MHC will promptly refund any prepaid and unused fees for the Services as of the effective date of termination.

9. Scheduled and Unscheduled Maintenance

Scheduled maintenance does not count as Unplanned Downtime for the purposes of calculating a Service Credit. Maintenance is considered to be 'scheduled' if it is communicated (i) in accordance with the Notice paragraph set forth below, and (ii) at least two full business days in advance of the scheduled maintenance time, although MHC strives to communicate scheduled maintenance at least a week in advance when possible. Scheduled maintenance usually occurs outside of regular business hours for and generally accounts for less than 15 hours each quarter. MHC, in its sole discretion, may take the Service down for unscheduled maintenance, and in that event will attempt to notify Customer in advance. Unscheduled maintenance will be included in Unplanned Downtime and counted against the Service Availability set forth above.

10. Notices

Notice will be provided as either: (a) a message presented immediately after logging into the Service, or (b) by email to the registered email address provided for the administrator(s) for Customer's account.

11. Service Credit Request

11.1. To request a Service Credit, (a) the Customer Account must be in good standing with MHC, (b) Customer must open a technical support ticket reporting an apparent Service interruption within seventy-two (72) hours of the event, and (c) Customer must send an email or written Service Credit request to the MHC billing department via email to [accounting@mhcautomation.com](mailto:accounting@mhcautomation.com) in the month immediately following the Measurement Period for which Customer is requesting a Service Credit.

11.2. Service Credit requests must include Customer account name or account number and the dates and specific times for which you are requesting Service Credits. Service Credits set forth in this SLT shall be considered liquidated damages and Customer's sole and exclusive remedy for MHC's failure to meet Service Levels. Any unused Service Credits shall not be convertible cash and may only be used to offset any Service Fees due to MHC hereunder.

12. Exclusions of Non-Production and Test Accounts

Any Sandbox, Release Preview, Beta, Demo and/or Developer accounts and any other nonproduction or test environments are expressly excluded from this or any other service level commitment.

13. Updates

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MHC reserves the right to modify the SLT by posting such modifications on [www.mhcautomation.com/Service-Level-Terms](http://www.mhcautomation.com/Service-Level-Terms). Such modifications shall become effective 30 days after such posting.

Requirement #	Requirement Description	Criticality M-Mandatory, O-Optional, P-Preferred
SLA-1	Contractor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M
SLA-2	Contractor shall maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing upgrades and fixes as required.	M
SLA-3	Contractor shall repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M
SLA-4	All hardware and software components of the Contractor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers. (RA-5)	M
SLA-5	The State shall have unlimited access, via phone or Email, to the Contractor technical support staff between the hours of 8:30 AM to 5:00 PM, Monday through Friday EST.	M
SLA-6	Contractor shall conform to the specific deficiency class as described below or as agreed to by the parties: <ul style="list-style-type: none"> <li>• Class A Deficiency – Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non-Software - Services were inadequate and require re-performance of the Service.</li> <li>• Class B Deficiency – Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non-Software - Services were deficient, require reworking, but do not require re-performance of the Service.</li> <li>• Class C Deficiency – Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non-Software - Services require only minor reworking and do not require re-performance of the Service.</li> </ul>	M

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SLA-7	<p>As part of the maintenance agreement, ongoing support issues shall be responded to according to the following:</p> <ul style="list-style-type: none"> <li>• Class A Deficiency – Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Contractor shall provide support onsite or with remote diagnostic Services, within four (4) business hours of a request;</li> <li>• Class B &amp; C Deficiency – The State shall notify the Contractor of such Deficiencies during regular business hours and the Contractor shall respond back within four (4) hours of notification of planned corrective action; Contractor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract.</li> </ul>	M
SLA-8	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M
SLA-9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M
SLA-10	If Contractor is unable to meet the uptime requirement, Contractor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M
SLA-11	Contractor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M
SLA-12	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M
SLA-13	Contractor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M
SLA-14	Contractor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M
SLA-15	Contractor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	M

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SLA-16	For all maintenance Services calls, Contractor shall ensure the following information will be collected and maintained: 1. Nature of the Deficiency. 2. Status of the Deficiency. 3. Action plans, dates, and times. 4. Expected and actual completion time. 5. Deficiency resolution information. 6. Resolved by. 7. Identifying number i.e., work order number. 8. Issue identified by.	M
SLA-17	Contractor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1. Mean time between reported Deficiencies with the Software. 2. Diagnosis of the root cause of the problem. 3. Identification of repeat calls or repeat Software problems.	M

**13.1. Compliance Requirements**

Agency Compliance Documents are identified in Exhibit G:

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

The following table represents the project deployment schedule and assigned responsibilities. The start and due dates may be modified at the request of the State to accommodate for unforeseen project delays.

The State and Contractor shall maintain communication with respect to anticipated delays. Delays or changes as result of the INFOR project scope may require a temporary hold on services associated with this contract. The State and Contractor shall resume service arriving at a mutually agreeable schedule without penalty while maintaining original scope.

<b>Sample Project Deliverables and Tasks - NorthStar Payroll Essentials - State of New Hampshire</b>				
<b>Deliverable</b>	<b>Task Description</b>	<b>Start Date</b>	<b>Due Date</b>	<b>Responsible Party</b>
<i>Planning</i>				
1	Deal Review	08/01/25	08/15/25	MHC
2	Document Services Requested	08/01/25	08/15/25	MHC
3	Create a Project Charter	08/01/25	08/15/25	MHC
4	Provide access to MHC Customer Portal	08/01/25	08/15/25	MHC
5	Review Technical Requirements	08/01/25	08/15/25	SoNH/MHC

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6	Define key dates (UAT, Live)	08/01/25	08/15/25	SoNH/MHC
7	Update Plan in Teamwork	08/01/25	08/15/25	MHC
8	Project Kickoff prep work	08/01/25	08/15/25	MHC
9	Project Kickoff Meeting	08/15/25	08/15/25	SoNH/MHC
10	Complete NorthStar functional planning questionnaire	08/18/25	08/20/25	SoNH/MHC
11	Customer to provide credentials needed (ERP, SFTP, Email, file, Certificate, Private Keys)	08/18/25	08/22/25	SoNH
<i>Analysis</i>				
1	Project Team Training Session	08/18/25	08/27/25	MHC
2	Review Completed Functional Planning Questionnaire	08/18/25	08/27/25	MHC
3	Business Process Review/Demo	08/18/25	08/27/25	SoNH/MHC
4	Define Integration attributes (Data Retrieval, Data updates)	08/18/25	08/27/25	SoNH/MHC
5	Setup Test plan template document to meet project deliverables	08/18/25	08/27/25	SoNH/MHC
6	Collect external data required for setup and testing	08/18/25	08/27/25	SoNH/MHC
7	Document all activity completed in the analysis phase	08/18/25	08/27/25	MHC
8	Adjust Project Plan if necessary	08/18/25	08/27/25	MHC
<i>Design</i>				
1	Define Identify Integration used	08/27/25	09/10/25	SoNH/MHC
2	Define Data Modeling Transactions (Files, APIs, Structure)	08/27/25	09/10/25	SoNH/MHC
3	Define Document Template mockups (Advices, Emails, Docs)	08/27/25	09/10/25	SoNH/MHC
5	Define Business Rules for routing documents	08/27/25	09/10/25	SoNH/MHC

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6	Update/Finalize Test Plan	08/27/25	09/10/25	SoNH/MHC
7	Review Application Security	08/27/25	09/10/25	SoNH/MHC
8	Define NorthStar users with role	08/27/25	09/10/25	SoNH/MHC
9	Design Integrations	08/27/25	09/10/25	SoNH/MHC
10	Design Templates	08/27/25	09/10/25	SoNH/MHC
12	Identify Additional Index fields	08/27/25	09/10/25	SoNH/MHC
14	Define Configurations for NorthStar Workflows	08/27/25	09/10/25	SoNH/MHC
15	Adjust Project Plan if necessary	08/27/25	09/10/25	MHC
16	Document all activity completed in design phase	08/27/25	09/10/25	SoNH/MHC
<b>Build</b>				
1	Tenant Basic Configurations	09/10/25	09/24/25	SoNH/MHC
2	• Users	09/10/25	09/24/25	SoNH/MHC
3	• Administrators	09/10/25	09/24/25	SoNH/MHC
4	• Users by Roles	09/10/25	09/24/25	SoNH/MHC
5	Integrations	09/10/25	09/24/25	SoNH/MHC
7	• Configure Integration to connect to SourceSystem	09/10/25	09/24/25	SoNH/MHC
8	Installs	09/10/25	09/24/25	SoNH/MHC
9	• Printer Agent (if printing)	09/10/25	09/24/25	SoNH/MHC
10	• On Prem Data connector (if required)	09/10/25	09/24/25	SoNH/MHC
12	• UAT/Test Configuration	09/10/25	09/24/25	SoNH/MHC
13	• Production Configuration	09/10/25	09/24/25	SoNH/MHC
14	Setup Connections	09/10/25	09/24/25	SoNH/MHC
15	• SMTP	09/10/25	09/24/25	SoNH/MHC
16	• SFTP	09/10/25	09/24/25	SoNH/MHC
17	• REST (integrations)	09/10/25	09/24/25	SoNH/MHC
18	• Printer Agent Configuration	09/10/25	09/24/25	SoNH/MHC
19	Setup Workspace(s)	09/10/25	09/24/25	SoNH/MHC
20	Setup Projects within Workspace	09/10/25	09/24/25	SoNH/MHC
21	Setup Workflows within projects	09/10/25	09/24/25	SoNH/MHC

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<b>Test</b>				
<b>1</b>	<b>Training (eLearning, Live)</b>	<b>09/24/25</b>	<b>10/06/25</b>	<b>SoNH/MHC</b>
<b>2</b>	<b>Execute Test Plan</b>	<b>09/24/25</b>	<b>10/06/25</b>	<b>SoNH/MHC</b>
<b>Rollout</b>				
<b>1</b>	<b>Migrate from UAT to Prod</b>	<b>02/01/26</b>	<b>02/15/26</b>	<b>SoNH/MHC</b>
<b>2</b>	<b>Complete User training</b>	<b>01/01/26</b>	<b>01/31/26</b>	<b>SoNH/MHC</b>
<b>3</b>	<b>Gather Feedback</b>	<b>02/15/26</b>	<b>03/01/26</b>	<b>SoNH/MHC</b>
<b>4</b>	<b>Transition to Support model</b>	<b>03/01/26</b>	<b>03/01/26</b>	<b>SoNH/MHC</b>

**15. DELIVERABLE REVIEW AND ACCEPTANCE**

**15.1. Non-Software and Written Deliverables Review and Acceptance**

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

**15.2. Software Deliverables Review and Acceptance**

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

**15.3. Number of Deliverables**

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

**15.4. Conditional and Unconditional Acceptance**

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

**16. CHANGE ORDER**

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

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

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

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

**17. IMPLEMENTATION SERVICES**

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

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

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

**18. PROJECT MANAGEMENT**

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**18.1. Project Management Outline**

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

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

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

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

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

**18.2. The Contractor Key Project Staff**

**The Contractor's Contract Manager**

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

Kyle Hartung, Senior Account Executive  
952-210-5716  
[kyle.hartung@mhcautomation.com](mailto:kyle.hartung@mhcautomation.com)

**The Contractor's Project Manager**

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

Caneisha Deshields, Professional Services Specialist Project Manager  
800-588-3676  
[caneisha.deshields@mhcautomation.com](mailto:caneisha.deshields@mhcautomation.com)

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

Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as Contractor's representative for all administrative and management matters. Project Manager must be available to promptly respond during normal Business Hours within Select # of hours hour(s) of inquiries from the State and be at the site as needed. Project Manager must work diligently and use his/ her best efforts on the Project.

**Change of Project Manager**

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

**The Contractors Additional Key Project Staff**

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

**Theresa Klement** Manager, Customer Care  
[theresa.klement@mhcautomation.com](mailto:theresa.klement@mhcautomation.com)  
952- 882-0884 x1237

**Jake Werner** Team Lead, Professional Services  
[jacob.werner@mhcautomation.com](mailto:jacob.werner@mhcautomation.com)  
952-882-0884 #1274

**Corey Puffer** Implementation Specialist – NorthStar  
[corey.puffer@mhcautomation.com](mailto:corey.puffer@mhcautomation.com)  
952-882-0884 x 1383

**Tim Willis** Implementation Specialist  
[tim.willis@mhcautomation.com](mailto:tim.willis@mhcautomation.com)  
800-588-3676 x1247 | (D) 952-882-0884 X1247

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**Pete Kavanaugh** Professional Services Specialist  
[pete.kavanaugh@mhcautomation.com](mailto:pete.kavanaugh@mhcautomation.com)  
800-588-3676 x1291

**John Bocek** Professional Services Specialist  
[John.Bocek@mhcautomation.com](mailto:John.Bocek@mhcautomation.com)  
952-882-0884 x1362

**Mike Beattie, PMP** Team Lead, Professional Services  
[mike.beattie@mhcautomation.com](mailto:mike.beattie@mhcautomation.com)  
800-588-3676 ext. 1134 | 952.277.1043

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

**Termination for Lack of Project Management and Key Project Staff**

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

**18.3. The State Key Project Staff**

**The State Contract Manager**

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

Mathew Stanton, Deputy Director DPSS  
603-271-3235  
[Mathew.t.stanton@das.nh.gov](mailto:Mathew.t.stanton@das.nh.gov)

**The State Project Manager**

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

Alexander Stone, Director DEAM  
603-271-1500  
[alexander.m.stone@das.nh.gov](mailto:alexander.m.stone@das.nh.gov)

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

- a. Leading the Project.

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

**19. WORK PLAN**

The Contractor's Project Manager and the State Project manager shall finalize the Work Plan within thirty (30) days of the Effective Date and further refine the tasks required to implement the Project. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers. The plan shall identify the tasks, Deliverables, major milestones, task dependencies, and a payment Schedule required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and The Contractor's team members), refine the Project's scope, and establish the Project's Schedule.

**20. ACCEPTANCE & TESTING SERVICES**

- 20.1. The State shall review and accept completed document in advance of any utilization of any document in the production environment.

**21. The Bank testing process includes the following steps:**

- 21.1. Required Testing for Changes: Any updates to MHC DocExpress payment outputs, such as checks, ACH files, or Positive Pay files, mandate Bank testing to ensure the outputs are properly formatted and verified by the respective Bank(s).
- 21.2. Timeline for Testing: Test Check verification may occur within 30 days of notification to the Bank. File-based testing (ACH or Positive Pay) could take up to 60 days, as the bank may require this time to assign a project manager for the effort. Treasury is responsible for initiating engagement with the Banks for any updates.
- 21.3. Testing Environments: All testing must be conducted in UAT/DEV environments. This necessitates the ability to replicate production check printing and ACH creation processes without incorporating check signatures or actual bank account details.
- 21.4. Implementation Collaboration: MHC will coordinate with DEAM support staff and Treasury and it's Bank contacts to implement any required changes.

**22. MAINTENANCE, OPERATIONS AND SUPPORT**

**22.1. System Maintenance**

The Contractor shall maintain and support the System in all material respects as described in the Contract, through the Contract Completion Date. The Contractor shall make available to the State the latest program updates, general maintenance releases, selected functionality

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releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

**22.2. System Support**

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

As part of the Software maintenance agreement, ongoing Software maintenance and support levels, including all new Software releases, shall be responded to according to the following:

- a. Class A Deficiencies – The Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State, within 1 hour seven (7) days a week with an email / telephone response within two (2) hours of request.
- b. Class B & C Deficiencies – The State shall notify the Contractor of such Deficiencies during regular Business Hours and the Contractor shall respond back within twenty four (24) hours of notification of planned corrective action.

**22.3. Support Obligations**

The Contractor shall repair or replace Software and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract.

The Contractor shall maintain a record of the activities related to Warranty repair or maintenance activities performed for the State.

For all maintenance Services calls, the Contractor shall ensure the following information will be collected and maintained:

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

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

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

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- c. identification of repeat calls or repeat Software problems.

If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies as defined in the P-37 General Provisions, Provision 8, as well as to return the Contractor's product and receive a refund for all amounts paid to the Contractor, including but not limited to, applicable License fees, within ninety (90) days of notification to the Contractor of the State's refund request.

**22.4. Contract Warranties and Representations**

**System**

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

**Software**

The Contractor warrants that any Software provided as part of this Agreement, including but not limited to the individual modules or functions furnished under the Contract, is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications and terms of the Contract.

For any breach of the above Software warranty, in addition to all its other remedies at law and in equity, at the State's option the Contractor shall:

- a. provide the correction of program errors that cause breach of the warranty, or if Contractor cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license if any and recover the fees paid to Contractor for the program license and any unused, prepaid technical support fees the State has paid for the program license; or
- b. the re-performance of the deficient Services, or
- c. if Contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to Contractor for the deficient Services.

**Compatibility**

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

**Services**

Contractor warrants that all Services to be provided under this Agreement will be provided expediently, in a professional manner, in accordance with industry standards and that Services will comply with performance standards, Specifications, and terms of the Contract.

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**23. DATA PROTECTION**

**23.1. Safeguards**

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

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

**23.2. Data Location**

The Contractor shall provide its Services to the State and its end users solely from data centers within the Continental United States. All storage, processing and transmission of State data shall be restricted to information technology systems within the Continental United States. The Contractor shall not allow its personnel or sub-contractors to store State data on portable devices, including personal computers, except as specified and allowed by the contract, and then only on devices that are used and kept at its data centers within the Continental United States. The Contractor shall permit its personnel and Contractors to access State data remotely only to provide technical support and as specified or required by the contract.

**23.3. Security Incident or Data Breach**

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

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Incident Response: the Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.

Security Incident Reporting Requirements: the Contractor shall report a security incident to the State identified contact immediately if it reasonably believes there has been a security incident.

Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (1) immediately notify the appropriate State identified contact and (2) take commercially reasonable and consistent with industry best practices measures to address the data breach in a timely manner.

**23.4. Breach Responsibilities**

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

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

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

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

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

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

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

**24. SOFTWARE AGREEMENT**

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

**25. ADMINISTRATIVE SERVICES**

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

**26. TRAINING**

The Contractor shall provide the following Training Services:

MHC will provide formal, in-depth training to SONH DEAM staff on any products usage throughout the implementation. This may be completed online or in person. Upon completion MHC will provide training materials to SONH.

**27. TERMS AND DEFINITIONS**

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

**28. CONTRACTOR'S CERTIFICATES**

Required Contractor Certificates are attached in Exhibit G.

Remainder of this page intentionally left blank.

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## **EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

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

### **1. CONTRACT PRICE**

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

### **2. TRAVEL EXPENSES**

#### **TRAVEL EXPENSES:**

Travel shall be included in the maximum hourly wages listed in EXHIBIT C.

Daily lodging rates shall be in accordance with GSA Published rates (Per Diem Rates | GSA) for Concord New Hampshire, Merrimack County or local surrounding communities. All related travel costs shall be approved in advance by the State. Contractor will provide monthly invoicing for time & material reimbursements.

The following list is representative of local venues honoring government rates.

Hampton Inn

Holiday Inn

Fairfield Inn

Comfort Inn

Residence Inn

Best Western

Meals & Incidentals shall not exceed the GSA published rates (Per Diem Rates | GSA) for Concord New Hampshire, Merrimack County or local surrounding communities unless approved in advance by the State.

Vehicle rentals associated with on-site contractor resources shall be limited to compact size vehicles unless previously approved by the State.

### **3. SHIPPING FEES**

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

### **4. INVOICING**

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Contractor Initials:   ZB  

Date:   7/11/2025

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

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

Invoices shall be sent to:

Alex Stone, Director DEAM  
25 Capitol Street, Concord NH 03301

**5. PAYMENTS**

Payments shall be made via ACH. Enroll with the State Treasury for ACH payments.

**6. OVERPAYMENTS TO THE CONTRACTOR**

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

**7. CREDITS**

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

**8. PROJECT HOLDBACK**

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

**9. PAYMENT SCHEDULE**

**9.1. Contract Type**

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

**9.1. Software License, Software Operations, Maintenance Hosting, and Support Pricing**

9.1.1. Annual Software Fee \$ 24,560

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9.1.2. The Fixed annual software fee shall increase to the following amounts based upon increased document volume as approved by the State.

9.1.2.1. 37,001 to 42,000 = \$26,960

9.1.2.2. 42,001 to 47,000 = \$29,360

9.1.2.3. 47,001 to 52,000 = \$31,520

9.1.2.4. 52,001 to 57,000 = \$33,320

9.1.2.5. 57,001 to 62,000 = \$35,120

9.2. Software License, Software Operations, Maintenance Hosting, and Support Pricing for Additional Services.

9.2.1. Annual Software Fee;

9.2.1.1. MTS-NTS-PAYENT NorthStar Pay Enterprise \$36,144.90

9.2.1.2. MTS-NTS-APTENT NorthStar AP Tax Enterprise \$5,354.80

9.2.1.3. MTS-NTS-SCDESS NorthStar Supply Chain Essentials \$4,685.45

9.2.1.4. MTS-NTS-ETXENT NorthStar Employee Tax Enterprise \$12,048.30

9.2.1.5. MTS-NTS-ARDESS NorthStar AR Documents Essentials \$8,701.55

**9.3. Implementation Pricing Summary**

9.3.1. One time Onboarding/Implementation fixed fee of \$7,800.00 for core the scope of services referenced under Exhibit B Section #2 NorthStar Requirements without Section #2.4 Additional Services.

9.3.2. One time Onboarding/Implementation fixed fee of \$18,188 for the complete scope of services referenced under Exhibit B Section #2 North Star Requirements including Section #2.4 Additional Services.

**9.4. Contractor Balance of Product Line and Additional Services**

9.5. The items under Exhibit B Scope of Services include the products and services required under contract. The State, during the term of this contract, may purchase other items that relate to the product/categories represented herein from the Contractor's Balance of Product Line. All orders shall include all charges and shall be in strict accordance with the terms, conditions, and prices as specified herein.

9.5.1. Pricing quotations for individual projects:

9.5.2. In the event the State seeks to purchase additional services from the contractor the State will request quotations by providing a SOW describing the services required and the applicable technical qualifications. Contractor must return quotes within three (3) business days. The quoted hourly rates shall not exceed the rates established under this contract. The project engagement will be based upon the lowest cost qualified quote as accepted by the State.

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9.6. The Contractor shall not be allowed to require any other type of order, nor shall the Contractor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

9.7. All services performed under contract shall be billed at an hourly rate not to exceed \$250.00 per hour.

**9.8 Price Adjustments**

9.8.1 On the anniversary date of this contract, the contractor may request price adjustments, either upward or downward, keyed to the industry changes or general trade. Written notice of an impending price increase, including substantiation for it, must be submitted in writing to Bureau of Purchase & Property, 25 Capitol Street, Concord, NH 03301, no less than thirty (30) days prior to the effective date of said price increase. The State reserves the right to reject any price increases it deems unreasonable. If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract will be rebid.

9.8.2 The annual increase for any item shall not exceed 3% and in no case shall it exceed the documented percentage of increase levied on the contractor aligned with the US bureau of Labor and Statistics Consumer Price Index (CPI) or other equivalent third-party source acceptable to the State. Requests for price increases may only be based on published increased in a specified category and not on fuel costs, taxes, regulatory charges or any other type of surcharge or administrative cost.

9.8.3 Contractor shall also pass on to the State any price decreases immediately as they become available to the general trade.

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EXHIBIT E – ADMINISTRATIVE SERVICES**

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## **EXHIBIT D – SOFTWARE LICENSE AGREEMENT**

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

### **1. License Grant**

During the Subscription Term, the State will receive a nonexclusive, non-assignable, royalty free, worldwide right to access and use the Software solely for the State's internal business operations subject to the terms of the Contract and up to the number of licenses documented in the Contract.

The Parties acknowledge that this Contract is a services agreement and Contractor will not be delivering copies of the Software to Customer as part of the Contract.

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### **2. Software Title**

Title, right, and interest (including all ownership and intellectual property rights) in the Software provided under this agreement, and its associated documentation, shall remain with the Contractor.

### **3. Software and Documentation Copies**

Contractor shall provide the State with one (1) electronic version (Microsoft Word and PDF format) of the Software's associated Documentation. The State shall have the right to copy the Software and its associated Documentation within its possession for its internal business needs. To the extent that the State does not have possession of the Software, Contractor shall provide a copy of the Software and associated Documentation upon request. The State agrees to include copyright and proprietary notices provided to the State by the Contractor on such copies.

### **4. Restrictions**

Except as otherwise permitted under the Contract, the State agrees not to:

- a. Remove or modify any program markings or any notice of Contractor's proprietary rights.
- b. Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein.
- c. Cause or permit reverse engineering, disassembly or recompilation of the programs.

### **5. Viruses**

Contractor shall provide Software that is free of viruses, destructive programming, and mechanisms designed to disrupt the performance of the Software in accordance with the Specifications. As a part of its internal development process, Contractor will use reasonable efforts to test the Software for viruses.

### **6. Audit**

Upon forty-five (45) days written notice, Contractor may audit the State's use of the programs at Contractor's sole expense. The State agrees to cooperate with Contractor's audit and provide reasonable assistance and

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**EXHIBIT E – ADMINISTRATIVE SERVICES**

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access to information. The State agrees that Contractor shall not be responsible for any of the State's reasonable costs incurred in cooperating with the audit. Notwithstanding the foregoing, Contractor's audit rights are subject to applicable State and federal laws and regulations.

**7. Software Non-Infringement**

Contractor warrants that it has good title to, or the right to allow the State to use all Services, equipment, and Software, including any and all component parts thereof such as third-party software or programs that may be embedded in the Software ("Contracted Resources") provided under this Contract, and that such Services, equipment, and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

The warranty of non-infringement shall be an on-going and perpetual obligation that shall survive termination of the Contract. In the event that someone makes a claim against the State that any Contracted Resources infringe their intellectual property rights, Contractor shall defend and indemnify the State against the claim provided that the State:

- a. Promptly notifies Contractor in writing, not later than 30 days after the State receives actual written notice of such claim.
- b. Gives Contractor control of the defense and any settlement negotiations.
- c. Gives Contractor the information, authority, and assistance reasonably needed to defend against or settle the claim.

Notwithstanding the foregoing, the State's counsel may participate in any claim to the extent the State seeks to assert any immunities or defenses applicable to the State.

If Contractor believes or it is determined that any of the Contracted Resources may have violated someone else's intellectual property rights, Contractor may choose to either modify the Contracted Resources to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Contractor may end the license, and require return of the applicable Contracted Resources and refund all fees the State has paid Contractor under the Contract.

**8. Control of All Component Elements**

Contractor acknowledges and agrees that it is responsible for maintaining all licenses or permissions to use any third-party software, equipment, or services that are component parts of any deliverable provided under this agreement for the entire term of the contract. Nothing within this provision shall be construed to require Contractor to maintain licenses and permissions for Software acquired by the State directly or through third parties, which may be integrated with the Contractor's deliverables.

**9. Custom Software**

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

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EXHIBIT E – ADMINISTRATIVE SERVICES**

## EXHIBIT E – ADMINISTRATIVE SERVICES

### 1. DISPUTE RESOLUTION

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

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

**Table E: Dispute resolution responsibility and schedule**

Level	Contractor Point of Contact (POC)	State Point of Contact (POC)	Cumulative Allotted Time
First	Senior Account Executive	Director DEAM	5 Days
Second	Manager, Customer Care	Deputy Commissioner	10 Days
Third	VP. Customer Support	Commissioner	15 Days

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

### 2. ACCESS AND COOPERATION

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

### 3. RECORD RETENTION

Contractor and its Subcontractors shall maintain all Project records including but not limited to books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Contractor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack

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**EXHIBIT E – ADMINISTRATIVE SERVICES**

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County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year Term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. Contractor shall include the record retention and Review requirements of this section in any of its subcontracts.

**4. ACCOUNTING**

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

**5. AUDIT**

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

**6. MISCELLANEOUS WORK REQUIREMENTS**

**6.1. Access to State Systems**

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

**6.2. Computer Use**

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

That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Contractor access or attempt to access any information without having the express authority to do so.

That at no time shall Contractor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.

That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times Contractor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by Contractor Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

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That if Contractor is found to be in violation of any of the above-stated rules, the Contractor may face default and termination under the Agreement and the individual may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

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

**6.3. Email Use**

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

**6.4. Internet/Intranet Use**

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

**6.5. State Website Copyright**

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

**6.6. Workplace Hours**

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

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**STATE OF NEW HAMPSHIRE  
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EXHIBIT F – TERMS AND DEFINITIONS**

## EXHIBIT F – TERMS AND DEFINITIONS

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

TERM	DEFINITION
<b>Acceptance</b>	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
<b>Confidential Information</b>	<p>Information required to be kept Confidential and restricted from unauthorized disclosure under the Contract. “Confidential Information” or “Confidential Data” means all private/restricted confidential information disclosed by one party to the other.</p> <p>Confidential Information includes any and all information owned or managed by the State of New Hampshire, of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.</p>
<b>Data</b>	State records, files, forms, electronic information and other documents or information, in either electronic or paper form, that will be used /converted by the Contractor during the contract term.
<b>Data Breach</b>	Data Breach means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for another than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. Regarding Protected Health Information, “Data Breach” shall have the same meaning as the term “Breach” in section 164.402 of Title 45, Code of Federal Regulations.
<b>Deficiency (-ies)/Defects</b>	A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.

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<b>Deliverable</b>	Any written, software, or non-software item (letter, report, manual, book, code, or other) provided by the Contractor to the State or under the terms of a Contract requirement.
<b>Documentation</b>	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
<b>Enhancements</b>	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.
<b>Hosted Services</b>	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.
<b>Hosted System</b>	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosted Services.
<b>Identification and Authentication</b>	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
<b>Implementation</b>	The process for making the System fully Operational for processing the Data.
<b>MHC</b>	“MHC” means MHC Software Holdings, Inc. and any of its affiliates that provide any Services to Customer.
<b>Non-Public Information</b>	Information, other than Personal Information, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
<b>Operational</b>	Operational means that the System is ready for use and fully functional, all Data has been loaded; the System is available for use

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	by the State in its daily operations, and the State has issued Acceptance.
<b>Permitted Users</b>	Permitted Users mean those users who are expressly authorized by Customer to access the Services based on the actual number of users or seats purchased by Customer and are permitted to access the Services under this Agreement.
<b>Personal Information</b>	“Personal Information” (or “PI”) or “Personally Identifiable Information” (PII) means information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.
<b>Product</b>	Product means the product(s) and/or Software set forth in the Order.
<b>Project</b>	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
<b>Proposal</b>	A written plan put forth by a Vendor for consideration in response to a solicitation by the State.
<b>Security Incident</b>	“Security Incident” shall have the same meaning “Computer Security Incident” in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
<b>Services</b>	The work or labor to be performed by the Contractor on the Project as described in a contract.

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<b>Software</b>	“Software” means the source code, object code and underlying structure, idea or algorithms of the Services and any software, documentation or data related to the Services.
<b>Software Deliverables</b>	All Custom, SAAS and COTS Software and Enhancements.
<b>Software License</b>	Licenses provided to the State under this Contract.
<b>Software-as-a-Service (SaaS)</b>	The capability provided to the State to use the Contractor’s applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
<b>Solution</b>	A proposed set of Software and Services addressing the requirements and terms of the RFP or sole source project.
<b>Specifications</b>	Written details that set forth the requirements which include, without limitation, the RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
<b>State Data</b>	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State’s hardware, the Contractor’s hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.
<b>State Fiscal Year (SFY)</b>	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.

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<b>Subcontractor</b>	A person, partnership, or company not in the employment of, or owned by, the Contractor which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor.
<b>System</b>	All Software, specified hardware, interfaces and extensions, integrated and functioning together in accordance with the Specifications.
<b>Term</b>	Period of the Contract from the Effective Date through the Completion Date identified in the P-37 General Provisions or termination.
<b>Verification</b>	Supports the confirmation of authority to enter a computer system application or network.
<b>Warranty</b>	The conditions under, and period during, which the Contractor will repair, replace, or other compensate for, the defective item without cost to the buyer or user. It also delineates the rights and obligations of both parties in case of a claim or dispute.
<b>Warranty Period</b>	A period of coverage during which the Contractor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
<b>Work Plan</b>	Documentation that details the activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix B: Business/Technical Requirements and Deliverables. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.

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**EXHIBIT G – ATTACHMENTS AND CONTACTOR CERTIFICATES**

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## EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

### 1. ATTACHMENTS

Attachment 1 – Business Associate Agreement

### 2. CONTRACTOR CERTIFICATES

- a. Certification Regarding Lobbying
- b. Certification Regarding Debarment and Suspension
- c. Contractor's Certificate of Good Standing
- d. Contractor's Certificate of Vote/Authority
- e. Contractor's Certificate of Insurance

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**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I acknowledge, understand, and accept these terms and conditions:

Contractor Signature:  Date: 7/11/2025

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EXHIBIT G – ATTACHMENTS AND CONTACTOR CERTIFICATES**

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**CERTIFICATE REGARDING DEBARMENT, SUSPENSION, AND OTHERS**

Certification Regarding Debarment, Suspension, and Other Responsibility Matters –

Primary Covered Transactions.

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and all its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification and
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

I acknowledge, understand, and accept these terms and conditions:

Contractor Signature:  Date: 7/11/2025

## Business Associate Agreement

The Contractor identified in Section \_\_\_\_\_ of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean [name of Business Associate]. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Agreement shall mean the State of New Hampshire Department of Administrative Services Employee and Retiree Health Benefit Program. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

### Business Associate Agreement

#### 1. Definitions

- a. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- b. All terms not otherwise defined herein shall have the same meaning as those set forth in the HIPAA Rules.

#### 2. Use and Disclosure of Protected Health Information (PHI)

- a. Business Associate shall not use, disclose, maintain or transmit PHI except as reasonably necessary to provide the services set forth in this Agreement or as required by law.
- b. Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity's minimum necessary policies and procedures.
- c. Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below.
- d. Business Associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of Business Associate. To the extent Business Associate discloses PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (a) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (b) an agreement from such third party to notify Business Associate of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- e. Business Associate may provide data aggregation services relating to the health care operations of Covered Entity.
- f. Business Associate is authorized to use PHI to de-identify the information in accordance with 45 CFR 164.514(a)-(c). Business Associate shall de-identify the PHI in a manner agreed upon by Business Associate and Covered Entity. Uses and disclosures of the de-identified information shall be limited to those consistent with the provisions of this Agreement.

- g. Business Associate shall not, unless such disclosure is reasonably necessary to provide services outlined in the Agreement, disclose any PHI in response to a request for disclosure on the basis it is required by law without first notifying Covered Entity. In the event Covered Entity objects to the disclosure it shall seek the appropriate relief and the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
  - h. Covered Entity may from time to time agree, pursuant to 45 CFR 164.522, to be bound by additional restrictions over and above those uses, disclosures and security safeguards of PHI outlined in the HIPAA Rules. Covered Entity shall notify Business Associate, in writing, of any such agreements. Business Associate agrees to be bound by any such additional restrictions.
3. Obligations and Activities of Business Associate
- a. Business Associate shall use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement.
  - b. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving PHI, ePHI, or Unsecured PHI as required by 45 CFR 164.410.
  - c. Business Associate shall report a breach or a potential breach to Covered Entity upon discovery of any such incident. Business Associate will handle breach notifications to individuals, the United States Department of Health and Human Services Office for Civil Rights, and, where applicable, the media. Should it be necessary to notify the media of any such breach, Business Associate will ensure that Covered Entity will receive notice of the breach prior to such incident being reported to the media.
  - d. Business Associate shall, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure, as evidenced in writing, that any subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions and requirements that apply to Business Associate with respect to such information, including the duty to return or destroy PHI. Covered Entity shall be considered a direct third party beneficiary of Business Associate's corresponding business associate agreements with any of its contracted business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates.
  - e. To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).
  - f. Business Associate shall make available all of its internal practices, policies and procedures, books and records to the Secretary for the purpose of determining Covered Entity's compliance with the HIPAA Rules.
  - g. Within five (5) business days of receiving a written request from Covered Entity, Business Associate shall make available to the Covered Entity during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI for the purpose of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

#### Individual Rights and PHI

- h. Access
  - i. Business Associate shall respond to an individual's request for access to his or her PHI as part of Business Associate's normal customer service function, if the request is communicated to Business Associate directly by the individual or the individual's personal representative. Business Associate shall respond to the request with regard to

PHI that Business Associate and/or its subcontractors maintain in a manner and time frame consistent with requirements specified in the HIPAA Privacy Regulation.

- ii. In addition, Business Associate shall assist Covered Entity in responding to requests made to Covered Entity by individuals to invoke a right of access under the HIPAA Privacy Regulation by performing the following functions:
  1. Upon receipt of written notice (including fax and email) from Covered Entity, Business Associate shall make available to Covered Entity, or at Covered Entity's direction to the individual (or the individual's personal representative), any PHI about the individual created or received for or from Covered Entity in Business Associate's custody or control (and/or the custody or control of its subcontractors), for inspection and obtaining copies so that Covered Entity may meet its access obligations under 45 CFR 164.524, and, where applicable, the HITECH Act. Business Associate shall make such information available in an electronic format where required by the HITECH Act.

i. Amendment

- i. Business Associate shall respond to an individual's request to amend his or her PHI as part of Business Associate's normal customer service functions, if the request is communicated to Business Associate directly by the individual or the individual's personal representative. Business Associate shall respond to the request with respect to the PHI Business Associate and its subcontractors maintain in a manner and time frame consistent with requirements specified in the HIPAA Privacy Regulation.
- ii. In addition, Business Associate shall assist Covered Entity in responding to requests made to Covered Entity to invoke a right to amend under the HIPAA Privacy Regulation by performing the following functions:
  1. Upon receipt of written notice (including fax and email) from Covered Entity, Business Associate shall amend any portion of the PHI created or received for or from Covered Entity in Business Associate's custody or control (and/or the custody or control of its subcontractors), so that Covered Entity may meet its amendment obligations under 45 CFR 164.526.

j. Disclosure Accounting

- i. Business Associate shall respond to an individual's request for an accounting of disclosures of his or her PHI as part of Business Associate's normal customer service function, if the request is communicated to the Business Associate directly by the individual or the individual's personal representative. Business Associate shall respond to a request with respect to the PHI Business Associate and its subcontractors maintain in a manner and time frame consistent with requirements specified in the HIPAA Privacy Regulation.
- ii. In addition, Business Associate shall assist Covered Entity in responding to requests made to Covered Entity by individuals or their personal representatives to invoke a right to an accounting of disclosures under the HIPAA Privacy Regulation by performing the following functions so that Covered Entity may meet its disclosure accounting obligation under 45 CFR 164.528:
  - iii. Disclosure Tracking

1. Business Associate shall record each disclosure that Business Associate makes of individuals' PHI, which is not excepted from disclosure accounting under Section II.C.2.b.
2. The information about each disclosure that Business Associate must record ("Disclosure Information") is (a) the disclosure date, (b) the name and (if known) address of the person or entity to whom Business Associate made the disclosure, (c) a brief description of the PHI disclosed, and (d) a brief statement of the purpose of the disclosure or a copy of any written request for disclosure under 45 Code of Federal Regulations §164.502(a)(2)(ii) or §164.512. Disclosure Information also includes any information required to be provided by the HITECH Act.
3. For repetitive disclosures of individuals' PHI that Business Associate makes for a single purpose to the same person or entity (including to Covered Entity or Employer), Business Associate may record (a) the Disclosure Information for the first of these repetitive disclosures, (b) the frequency, periodicity or number of these repetitive disclosures, and (c) the date of the last of these repetitive disclosures.

iv. Exceptions from Disclosure Tracking

1. Business Associate shall not be required to record Disclosure Information or otherwise account for disclosures of individuals' PHI (a) for Treatment, Payment or Health Care Operations, (except where required by the HITECH Act, as of the effective dates of such requirements) (b) to the individual who is the subject of the PHI, to that Individual's personal representative, or to another person or entity authorized by the individual (c) to persons involved in that individual's health care or payment for health care as provided by 45 Code of Federal Regulations § 164.510, (d) for notification for disaster relief purposes as provided by 45 Code of Federal Regulations § 164.510, (e) for national security or intelligence purposes, (f) to law enforcement officials or correctional institutions regarding inmates, (g) that are incident to a use or disclosure that is permitted by this Agreement or the ASO Agreement, (h) as part of a limited data set in accordance with 45 CFR 164.514(e), or (i) that occurred prior to Covered Entity's compliance date.

v. Disclosure Tracking Time Periods

1. Unless otherwise provided by the HITECH Act and/or any accompanying regulations, Business Associate shall have available for Covered Entity the Disclosure Information required by Section 3.j.iii.2 above for the six (6) years immediately preceding the date of Covered Entity's request for the Disclosure Information.

k. Provision of Disclosure Accounting

1. Upon receipt of written notice (including fax and email) from Covered Entity, Business Associate will make available to Covered Entity, or at Covered Entity's direction to the individual (or the individual's personal representative), the Disclosure Information regarding the Individual, so Covered Entity may meet its disclosure accounting obligations under 45 CFR 164.528 and the HITECH Act.

l. Confidential Communications

- i. Business Associate shall respond to an individual's request for a confidential communication as part of Business Associate's normal customer service function, if the request is communicated to Business Associate directly by the individual or the individual's personal representative. Business Associate shall respond to the request with respect to the PHI Business Associate and its subcontractors maintain in a manner and time frame consistent with requirements specified in the HIPAA Privacy Regulation. If an individual's request, made to Business Associate, extends beyond information held by Business Associate or Business Associate's subcontractors, Business Associate shall refer individual to Covered Entity. Business Associate assumes no obligation to coordinate any request for a confidential communication of PHI maintained by other business associates of Covered Entity.
- ii. In addition, Business Associate shall assist Covered Entity in responding to requests to it by individuals (or their personal representatives) to invoke a right of confidential communication under the HIPAA Privacy Regulation by performing the following functions:
  - 1. Upon receipt of written notice (including fax and email) from Covered Entity, Business Associate will begin to send all communications of PHI directed to the individual to the identified alternate address so that Covered Entity may meet its access obligations under 45 CFR 164.524.

m. **Restrictions**

- i. Business Associate shall respond to an individual's request for a restriction as part of Business Associate's normal customer service function, if the request is communicated to Business Associate directly by the individual (or the individual's personal representative). Business Associate shall respond to the request with respect to the PHI Business Associate and its subcontractors maintain in a manner and time frame consistent with requirements specified in the HIPAA Privacy Regulation.
- ii. In addition, Business Associate shall promptly, upon receipt of notice from Covered Entity, restrict the use or disclosure of individuals' PHI, provided the Business Associate has agreed to such a restriction. Covered Entity agrees that it will not commit Business Associate to any restriction on the use or disclosure of individuals' PHI for treatment, payment or health care operations without Business Associate's prior written approval.

4. **Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR § 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals to use or disclose his or her PHI to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

5. **Term and Termination**

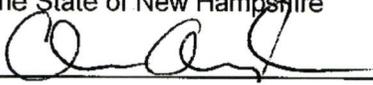
- a. The term of this Agreement shall be effective as of \_\_\_\_\_ and shall terminate on \_\_\_\_\_ or on the date covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.
- b. In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Appendix C. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- c. Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity, shall:
  - i. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
  - ii. Return to Covered Entity [or, if agreed to by Covered Entity, destroy] the remaining PHI that Business Associate still maintains in any form;
  - iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
  - iv. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out in this Agreement which applied prior to termination; and
  - v. Return to Covered Entity [or, if agreed to by Covered Entity, destroy] the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- d. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

6. Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the HIPAA Rules as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be interpreted to permit compliance with the HIPAA Rules.

- e. Segregation. If any term or condition of this Appendix C or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Appendix C are declared severable.
- f. Survival. Provisions in this Appendix C regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section \_\_\_\_\_, the defense and indemnification provisions of section \_\_\_\_\_ and provision #13 of the standard contract P-37, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Appendix C.

\_\_\_\_\_  
 The State of New Hampshire  
  
 \_\_\_\_\_  
 Signature of Authorized Representative

\_\_\_\_\_  
 Name of Authorized Representative

\_\_\_\_\_  
 Title of Authorized Representative

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 MHC Software, LLC  
  
 \_\_\_\_\_  
 Signature of Authorized Representative

\_\_\_\_\_  
 Zachary Bloss  
 \_\_\_\_\_  
 Name of Authorized Representative

\_\_\_\_\_  
 Corporate Controller  
 \_\_\_\_\_  
 Title of Authorized Representative

\_\_\_\_\_  
 June 3, 2025  
 \_\_\_\_\_  
 Date

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that MHC SOFTWARE, LLC is a Minnesota Limited Liability Company registered to transact business in New Hampshire on June 05, 2015. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 727216

Certificate Number: 0007184724



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 20th day of May A.D. 2025.

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

David M. Scanlan  
Secretary of State



June 3, 2025

To Whom It May Concern,

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

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

Gina Armada  
CEO

Aaron Stenhaus  
VP, Finance

Zachary Bloss  
Corporate Controller

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

Sincerely,

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

Aaron Stenhaus  
VP, Finance



# CERTIFICATE OF LIABILITY INSURANCE

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

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

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

<b>PRODUCER</b> Brown & Brown Insurance Services, Inc. 901 Marquette Ave Suite 1800 Minneapolis MN 55402		<b>CONTACT NAME:</b> Kasia Anderson <b>PHONE (A/C, No, Ext):</b> (612) 333-3323 <b>E-MAIL ADDRESS:</b> kasia.anderson@bbrown.com <b>FAX (A/C, No):</b>	
<b>INSURED</b> MHC Software New Holdings, Inc. MHC Software LLC PO Box 1749 Burnsville MN 55337		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Allmerica Financial Benefit Insurance Company	<b>NAIC #</b> 41840
		<b>INSURER B:</b> Underwriters at Lloyd's, London	15792
		<b>INSURER C:</b> Scottsdale Insurance Company	41297
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			Z2XJ17550202	10/01/2024	10/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Hired/Non-Owned Auto \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			Z2XJ17550202	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			Z2XJ17550202	10/01/2024	10/01/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	W2XJ1466502	10/01/2024	10/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Primary Cyber Risk Tech E&O			APT1195024	10/01/2024	10/01/2025	Per Claim/Aggregate \$5,000,000

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

### CERTIFICATE HOLDER

### CANCELLATION

State of New Hampshire Dept of Admin Svc Bureau of Purchasing & Property 25 Capitol Street, RM 102 Concord NH 03301	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 
--	---



AGENCY CUSTOMER ID: \_\_\_\_\_  
LOC #: \_\_\_\_\_

### ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_\_ of \_\_\_\_\_

AGENCY Brown & Brown Insurance Services, Inc.		NAMED INSURED MHC Software New Holdings, Inc.	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability Insurance: Notes

C) Excess Cyber and Tech E&O - EKS3543635 - 10/01/24 - 10/01/25 - Aggregate Limit \$2,500,000