



ROBERT L. QUINN
COMMISSIONER
OF SAFETY

State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG.
33 HAZEN DR.
CONCORD, N.H. 03305
(603) 271-2791

EDDIE EDWARDS
ASSISTANT
COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT
COMMISSIONER

CJA
84A
DEC 17 2025

November 24, 2025

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

REQUESTED ACTION

Authorize the Department of Safety, Division of State Police, to enter into a **retroactive sole source** contract with Versaterm Public Safety US, Inc (VC# 173162-B001), Mesa, AZ, in an amount not to exceed \$6,705.18 for the provision of an Internal Affairs Case Management and Tracking System, effective upon Governor and Council approval for the period of July 1, 2025 through June 30, 2026. **100% Federal Funds**

Funding is available in account, Federal Forfeiture Program, as follows:

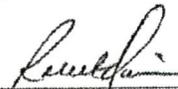
02-23-23-234010-40170000-038-500177 – Technology-Software – Software License/Maint.	<u>SFY2026</u> \$6,705.18
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EXPLANATION

This request is **retroactive** due to the time required for the Department’s Legal Unit and the vendor to finalize negotiations on contract terms and conditions. It is being submitted as a **sole source** procurement because Versaterm Public Safety US, Inc. is the exclusive provider of the IA Pro software currently used by the State Police for Internal Affairs case management and tracking. The IA Pro system enables the State Police to manage and track “Use of Force,” “Pursuit,” and other critical reports within a unified platform. Approval of this contract is essential to avoid operational disruptions that could compromise the efficiency and effectiveness of the Internal Affairs case management process. This interim contract will remain in place while the Department evaluates responses to Request for Proposal DOS RFP 2026-07, which closed on September 12, 2025. The new contract resulting from that RFP will address the needs of the State Police and expand case tracking and management capabilities to additional Divisions within the Department. Governor and Council approval is required for this request, as the Department’s year-to-date expenditures with this vendor exceed the \$10,000 threshold established under MOP 150.

The Department of Safety has determined that the vendor is in good standing with the Secretary of State’s Office, has secured the required levels of insurance, and has provided evidence of authority to execute and be bound by the contract. Documents supporting these assertions are available at the agency, for review upon request.

Respectfully submitted,



Robert L. Quinn
Commissioner of Safety



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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



Denis Goulet, *Commissioner*

December 1, 2025

Robert L. Quinn, Commissioner
Department of Safety
State of New Hampshire
33 Hazen Drive
Concord, NH 03305

Dear Commissioner Quinn:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Versaterm Public Safety US, Inc., as described below and referenced as DoIT No. 2026-004.

The purpose of this request is for the provision of an Internal Affairs Case Management and Tracking System.

The Total Price Limitation shall be 6,705.18, effective upon Governor and Council approval retroactive from July 1, 2025 through June 30, 2026.

A copy of this letter must accompany the Department of Safety's 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 #2026-004

cc: Spencer Batchelder, IT Manager



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DOS 2026-004
INTERNAL AFFAIRS CASE MANAGEMENT AND TRACKING SYSTEM
SHORT FORM CONTRACT**

FORM NUMBER P-37 (version 2/23/2023)

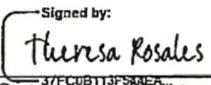
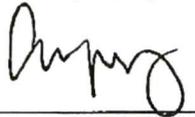
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Safety Division of State Police		1.2 State Agency Address 33 Hazen Dr, Concord, 03301	
1.3 Contractor Name Versaterm Public Safety US, Inc.		1.4 Contractor Address 1 N MacDonald Ste 500, Mesa, AZ, 85201-7346	
1.5 Contractor Phone Number (602) 878-2344	1.6 Account Unit and Class 10 4017 038	1.7 Completion Date 06/30/2026	1.8 Price Limitation \$6,705.18
1.9 Contracting Officer for State Agency Tammy Holso		1.10 State Agency Telephone Number 603-223-8355	
1.11 Contractor Signature Signed by:  Date: Oct 3, 2025 2:56 PM EDT		1.12 Name and Title of Contractor Signatory Theresa Rosales VP Finance and Secretary	
1.13 State Agency Signature  Date: 11/18/25		1.14 Name and Title of State Agency Signatory Amy L. Newbury, Director of Administration	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By:  On: 12/4/2025			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials Initial
TR
 Date Oct 3, 2025 | 2:56 PM

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

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

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

7. PERSONNEL.

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such 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.

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.

13. INSURANCE.

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

13.1.1 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

13.1.2 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.

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

13.3 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.

14. WORKERS' COMPENSATION.

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

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

15. 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.

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

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

18. CHOICE OF LAW AND FORUM.

18.1 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.

18.2 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.

19. 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.

20. 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.

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

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

23. 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.

24. 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.

25. 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

Contractor Initials Initial
TR

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DOS 2026-004 -INTERNAL AFFAIRS CASE MANAGEMENT AND TRACKING
SYSTEM
EXHIBIT A – SPECIAL PROVISIONS**

EXHIBIT A: SPECIAL PROVISIONS

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

A.1 Provision 9, Termination, is deleted and replaced with the following:

- 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 other party of its intention to terminate the Agreement.
- 9.2** In the event of the termination of this Agreement pursuant to subparagraph 9.1, the contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State will pay for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- 9.3** Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Contractor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated. After receipt of a notice of termination, and except as otherwise directed by the State, Contractor shall:
- a.** Stop work under the Contract on the date, and to the extent specified, in the notice;
 - b.** Promptly, but in no event longer than ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
 - c.** Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Contractor and in which the State has an interest;
 - d.** Take no action to intentionally erase any State data until directed by the State;
 - e.** Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
 - f.** Implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties;
 - g.** Securely dispose/destroy of all requested data in all of its forms, such as disk, CD / DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-Special Publication (SP) 800-88 approved methods. Certificates of destruction shall be provided to the State; and
 - h.** Provide written Certification to the State that Contractor has surrendered to

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Contractor Initials: TR

Date: Oct 3, 2025 | 2:56 PM EDT

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DOS 2026-004 -INTERNAL AFFAIRS CASE MANAGEMENT AND TRACKING
SYSTEM
EXHIBIT A – SPECIAL PROVISIONS**

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.

A.2 Provision 10, Property Ownership/Disclosure, is updated with the following additions:

- 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.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DOS 2026-004 -INTERNAL AFFAIRS CASE MANAGEMENT AND TRACKING
SYSTEM
EXHIBIT A – SPECIAL PROVISIONS**

10.7 Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State.

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

A.3 Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:

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

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

A.4 Provision 13, Indemnification, is deleted and replaced with the following:

13.1 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 arising from death, personal injury, property damage, 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.

13.2 SUBJECT TO APPLICABLE LAWS AND REGULATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, BUSINESS OPPORTUNITIES, OR DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR DAMAGES ARISING FROM CONTRACTOR'S NEGLIGENCE, RECKLESS OR WILLFUL MISCONDUCT, FRAUD, OR IP INFRINGEMENT OBLIGATIONS UNDER THIS AGREEMENT, THE TOTAL CUMULATIVE LIABILITY OF THE CONTRACTOR TO THE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DOS 2026-004 -INTERNAL AFFAIRS CASE MANAGEMENT AND TRACKING
SYSTEM
EXHIBIT A – SPECIAL PROVISIONS**

STATE SHALL NOT EXCEED 2X THE AMOUNT PAID BY THE STATE TO THE CONTRACTOR UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

13.3 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.

13.4 **Intellectual Property Infringement.** Contractor shall, at its own expense, defend any claim, suit, or proceeding ("Claim") brought against the State to the extent such Claim alleges that the Licensed Materials provided under this Agreement infringe any patent, copyright, trademark, or other proprietary right enforceable in Canada or the United States. Contractor shall indemnify and hold harmless the State against any damages finally awarded as a result of such Claim, including reasonable attorneys' fees and costs, provided that:

- a. the State gives Contractor prompt written notice of the Claim;
- b. the State provides all reasonably requested assistance in the defense of the Claim at Contractor's expense; and
- c. Contractor has sole control over the defense and any settlement of the Claim.

Contractor shall have no liability for any Claim resulting from: (i) use of the Licensed Materials in combination with third-party software or equipment not supplied by Contractor; (ii) modifications made by the State or any third party without Contractor's written authorization; or (iii) use of the Licensed Materials in violation of this Agreement.

If a Claim is likely to occur, Contractor may, at its expense and option: (i) procure the right for the State to continue using the Licensed Materials; (ii) modify or replace the Licensed Materials so they are non-infringing while maintaining substantially equivalent functionality; or (iii) if neither option is commercially reasonable, terminate the applicable license and refund any prepaid and unused fees for the affected Licensed Materials.

This Section 13.4 sets forth Contractor's sole liability and the State's exclusive remedy for any third-party intellectual property infringement claims.

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

27. License Grant.

Subject to the terms of this Agreement and provided the State is not in default of payment, Contractor grants the State a revocable, limited, non-exclusive, non-transferable, non-sublicensable, royalty-free license to access and use or install and use the software, materials, or services identified in the applicable service documentation ("Licensed Materials") solely for the State's internal operations during the term of the Agreement.

The State shall not:

- a. use, reproduce, display, perform, or otherwise exploit the Licensed Materials except as expressly authorized under this Agreement;
- b. copy any Licensed Materials except as reasonably necessary for internal use and provided all proprietary notices are retained;

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- c. assign, transfer, lease, export, or sublicense the Licensed Materials except as expressly authorized;
- d. reverse engineer, decompile, disassemble, or attempt to access the source code;
- e. grant access to any person other than its employees, contractors, or other authorized users listed in the relevant service schedule;
- f. rent or lend the Licensed Materials as part of any third-party system;
- g. operate a service bureau using the Licensed Materials;
- h. allow third parties, including affiliates, to use the Licensed Materials in breach of this Agreement;
- i. use any APIs except those expressly authorized by Contractor, or use APIs in an unauthorized manner;
- j. remove or alter any proprietary markings on the Licensed Materials;
- k. interfere with security features or proper functioning of the Licensed Materials;
- l. introduce malicious code, malware, or harmful content into the system;
- m. use the Licensed Materials in any way that would cause Contractor to have unescorted access to unencrypted criminal justice information in violation of the FBI CJIS Security Policy.

The State shall remain solely responsible for the supervision, management, and control of its own users' access to and use of the Licensed Materials, including maintaining access credentials.

If required during negotiation, the parties may agree to remove the CJIS-specific restriction, provided that Contractor makes no further representations, warranties, or commitments regarding access limitations related to fingerprint-based background checks or similar conditions.

28. FORCE MAJEURE

- 28.1 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.
- 28.2 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.

29. EXHIBITS/ATTACHMENTS

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

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.

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31. PROHIBITED TECHNOLOGIES

No equipment or services on the State of New Hampshire's Prohibited Technologies List found here: <https://www.doit.nh.gov/sites/g/files/ehbemt506/files/inline-documents/sonh/prohibited-technologies.pdf>

and

No equipment or services on the FCC Covered List found here: <https://www.fcc.gov/supplychain/coveredlist>

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EXHIBIT B: DESCRIPTION OF SERVICES

1. STATEMENT OF WORK

This contract is by and between the State of New Hampshire, acting through its Department of Safety (“State”) and Versaterm Public Safety US, Inc., an Arizona Corporation (“Contractor”), having its principal place of business at 1 N MacDonald, Ste 500, Mesa, AZ, 85201-7346 for the purpose of procurement of a The IAPro Internal Affairs Case Management and Tracking System solution. The IAPro Internal Affairs Case Management and Tracking System is a COTS solution developed by Versaterm Public Safety US, Inc. shall allow for the efficient management of cases and incidents specific to the responsibilities of the Division of State Police. This includes the ability to capture specific types and forms of data including case number, case timeline, nature of complaints, involved parties, as well as other data. The solution allows for the submission of all pertinent reporting documentation as well as any collateral documentation, such as photographs, PDFs, videos, etc.

Versaterm Public Safety US, Inc. shall provide system licensing, support, and maintenance for the IA Pro Internal Affairs Case Management and Tracking System for the State.

2. BUSINESS / TECHNICAL REQUIREMENTS

2.1. Service Level Agreement (SLA) – Table B-2.1 Service Level Requirements

Contractor agrees to the following Service Level Requirements
Criticality (M = Mandatory; P = Preferred).

Requirement #	Requirement Description	Criticality
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

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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	<p>Contractor shall conform to the specific deficiency class as described below or as agreed to by the parties:</p> <p>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.</p> <p>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.</p> <p>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.</p>	M
SLA-7	<p>As part of the maintenance agreement, ongoing support issues shall be responded to according to the following:</p> <p>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;</p> <p>Class B & C Deficiency – 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; Contractor shall repair or replace Software, and provide maintenance of the Software in</p>	M

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	accordance with the Specifications, Terms and Requirements of the Contract.	
SLA-8	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-9	Contractor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M
SLA-10	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-11	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: 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-12	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-13	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
SLA-14	For all maintenance Services calls, Contractor shall ensure the following information will be collected and maintained: <ol style="list-style-type: none"> 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. 	P
SLA-15	Contractor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:	P

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	<ol style="list-style-type: none">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.	
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2.2. Compliance Requirements

Not applicable.

3. MAINTENANCE, OPERATIONS AND SUPPORT

3.1. System Maintenance

The Contractor shall maintain and support the System in all material respects as described in the Contract, through the Contract Completion Date. The Contractor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

3.2. 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, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Contractor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;
- 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.

3.3. 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.

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- 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.
- 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.

3.4. 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.

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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.

4. DATA PROTECTION

4.1. 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.

4.2. 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,

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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.

4.3. 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.

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.

4.4. 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

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prevent its release, the Contractor and/or the third-party hosting company shall bear the costs associated with:

- a. the investigation and resolution of the Data Breach.
- b. notifications to individuals, regulators or others required by State law.
- c. a credit monitoring service required by State (or federal) law.
- d. a website or a toll-free number and call center for affected individuals required by State law – all not to exceed the average per record per person cost calculated for Data Breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach.
- 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.

5. 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

6. CONTRACTOR'S CERTIFICATES

Required Contractor Certificates are attached in Exhibit E.

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EXHIBIT C: PRICING

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

7. 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.

8. TRAVEL EXPENSES

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

9. SHIPPING FEES

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

10. INVOICING

The Contractor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. The Contractor shall only submit invoices for Services or Deliverables as permitted by the Contract and identified in the Payment Schedule below. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable. Upon Acceptance of a Deliverable, and a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

Invoices shall be sent to:

Invoice Remit Email Address: accountspayable@dos.nh.gov

11. PAYMENTS

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

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12. 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.

13. CREDITS

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

14. PROJECT HOLDBACK

Not applicable.

15. PAYMENT SCHEDULE

15.1. Contract Type

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

15.2. Software Licensing, Maintenance, and Support Pricing

Software Name	Cost
IA Pro	\$6,705.18

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EXHIBIT D: SOFTWARE LICENSE AGREEMENT**

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

16. License Grant

Subject to the payment of applicable license fees, Contractor hereby grants to the State a worldwide, perpetual, irrevocable, non-exclusive, non-transferable, limited license to use the Software and its associated Documentation, subject to the terms of the Contract. The State may allow its agents and Contractors to access and use the Software, and in such event, the State shall first obtain written agreement from such agents and Contractors that each shall abide by the terms and conditions set forth herein.

17. 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.

18. 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.

19. Restrictions

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

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

20. 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.

21. Audit

Upon forty-five (45) days written notice, Contractor may audit the State's use of the programs at Contractor's sole expense. The State agrees to cooperate with Contractor's audit and provide reasonable assistance and access to information. The State agrees that Contractor shall not be responsible for any of the State's reasonable costs incurred in cooperating with the audit. Notwithstanding the foregoing, Contractor's audit rights are subject to applicable State and federal laws and regulations.

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22. 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.

23. 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.

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24. EXHIBIT E: CONTRACTOR'S CERTIFICATES

CONTRACTOR CERTIFICATES

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

Remainder of this page intentionally left blank

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that VERSATERM PUBLIC SAFETY US, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on July 01, 2002. 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: 406409

Certificate Number: 0007176608



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of May A.D. 2025.

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

David M. Scanlan
Secretary of State

Certificate of Authority #2

Corporation or LLC - Contract Specific, date specific)

Corporate Resolution

I, Theresa Rosales ^(Name), hereby certify that I am duly elected Clerk/Secretary of Versaterm Public Safety US, Inc. _(Name of Corporation or LLC) I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on January 1st, 2024 _(Date) at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Theresa Rosales, Secretary and VP Finance _(Name and Title) is duly authorized to enter a contract on behalf of Versaterm Public Safety US, Inc. _(Name of Corporation or LLC) with the NH Department of Safety _(Name of State Agency) State of New Hampshire and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the September 30, 2025 _(Date). I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the corporation to the specific contract indicated.

DATED: Sep 30, 2025 | 2:59 PM EDT **ATTEST:** Signed by:
Theresa Rosales Theresa Rosales VP Finance and Secretary
37F08B113F544EA _(Name & Title)

