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72 - 11/10/26

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

OFFICE OF THE COMMISSIONER

Lori A. Weaver
Commissioner

Morissa S. Henn
Deputy Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9200 1-800-852-3345 Ext. 9200
Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

October 14, 2026

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of the Commissioner, to enter into a **Sole Source** amendment to an existing contract with MTX Group Inc (VC #287674), Frisco, TX to continue to provide help desk support, maintenance services, and enhancements to the New Hampshire Connections Information System used by NH families for child care searches and by providers for licensing, background checks, and professional development, by exercising a contract renewal option by increasing the price limitation by $1,139,580 from $812,875 to $1,952,455 and extending the completion date from June 30, 2027 to June 30, 2029, effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on December 17, 2025, item #105, and amended on April 15, 2026, item #97.

Funds are available in the following accounts for State Fiscal Year 2027, and are anticipated to be available in State Fiscal Years 2028 and 2029, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-45-451110-23360000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: DIV ECONOMIC STABILITY, CHILD DEVELOPMENT, CHILD CARE DVLP-QUALITY ASSURE

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2026	102-500731	Contracts for Prog Svc	multiple	$245,800	$0	$245,800
2027	102-500731	Contracts for Prog Svc	multiple	$491,600	$0	$491,600
2028	102-500731	Contracts for Prog Svc	multiple	$0	$491,600	$491,600
2029	102-500731	Contracts for Prog Svc	multiple	$0	$491,600	$491,600
			Subtotal	***$737,400***	***$983,200***	***$1,720,600***

Docusign Envelope ID: D78634B2-61D4-8CFA-8294-BA6114A6A488

05-95-45-451110-77230000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: DIV ECONOMIC STABILITY, CHILD DEVELOPMENT, CCDF AMERICAN RELIEF ACT

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2026	102-500731	Contracts for Prog Svc	45112301	$75,475	$0	$75,475
2027	102-500731	Contracts for Prog Svc	45112301	$0	$149,380	$149,380
			Subtotal	***$75,475***	***$149,380***	***$224,855***

05-95-45-451110-23370000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: DIV ECONOMIC STABILITY, CHILD DEVELOPMENT, HEAD START STATE COLLABORATIV

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2027	102-500731	Contracts for Prog Svc	45113704	$0	$7,000	$7,000
			Subtotal	***$0***	***$7,000***	***$7,000***
			Total	**$812,875**	**$1,139,580**	**$1,952,455**

EXPLANATION

The purpose of this request is to exercise a contract renewal option for the Contractor to continue to provide technical support to families and child care providers, maintenance services and enhancements to the New Hampshire Connections Information System (NHCIS). The Contractor will improve user experience, interface design, and compatibility with assistive technologies for federal digital accessibility. Additionally, the Contractor will provide system improvements to further integrate and more prominently feature Head Start Programs within the child care search site, to provide families with a deeper understanding of Head Start Programs and allow families to make informed decisions about their child's care. Of the $1,139,580 increase, $983,200 supports continued services in State Fiscal Years 2028 and 2029, $149,380 supports accessibility and user experience improvements in State Fiscal Year 2027, and $7,000 supports Head Start search enhancements in State Fiscal Year 2027.

This request is **Sole Source** because MOP 150 requires all amendments to agreements originally approved as sole source to be identified as sole source. The Contractor is the original developer and current maintenance provider for this highly customized system. Another vendor would require extensive reverse engineering, increasing implementation time, cost, and risk to system stability. NHCIS supports core child care functions, including licensing, background checks, professional development tracking, and public access to child care information.

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NHCIS provides statewide child care resource and referral information, helping families find care for children from birth through age thirteen (13), including through assistance from Child Care Aware. Providers use the system to access and track professional development, manage comprehensive employee background checks, and track program quality recognition and improvement. Department contractors use it to record training and technical assistance offerings. NHCIS also serves as a central hub for licensing applications, waivers, reporting, and public access to Child Care Licensing Unit visit information, while providing data to inform Department planning and decision-making. The Contractor will continue to provide technical support to families and child care providers, maintenance services and enhancements to the NHCIS. The enhancements to Head Start will make Head Start and Early Head Start programs more visible and easier to identify within the child care search site. Planned improvements include filters for Head Start, Early Head Start, or both; program logos on search results; and information icons with brief descriptions of the programs and services available to families. The improvements to user experience, interface design, and compatibility with assistive technologies for federal digital accessibility will ensure legal alignment, improved usability, and equitable access for all users.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, of the original agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for two (2) of the four (4) years available.

Should the Governor and Council not authorize this request, the Department's NHCIS will be without the essential maintenance, operations, enhancements, and user support services required to support the Department's ability to process child care provider licensing, subsidy provider enrollment, and services that thousands of New Hampshire families and providers rely on daily. The lack of help desk support would also leave community users without critical assistance, further compounding operational challenges and potentially leading to compliance issues and service interruptions statewide. Without this renewal, services would end after State Fiscal Year 2027, creating risks to system operations and the licensing, provider enrollment, and other functions that families and child care providers rely on.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.575, FAIN #2601NHCCDD; ALN 93.575, FAIN #2501NHCCDY; and ALN 93.600, FAIN #01CD004092.

Respectfully submitted,



for:

Lori A. Weaver
Commissioner

Docusign Envelope ID: D78634B2-61D4-8CFA-8294-BA6114A6A488

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*

October 15, 2026

Lori A. Weaver, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Weaver:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with MTX Group, Inc., as described below and referenced as DoIT No. 2026-031B.

The purpose of this request is for continued help desk support, maintenance services, and enhancements to the New Hampshire Connections Information System used by NH families for child care searches and by providers for licensing, background checks, and professional development.

The Total Price Limitation shall increase by $1,139,580 for a New Total Price Limitation of $1,952,455, effective upon Governor and Council approval through June 30, 2029.

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

Sincerely,

Denis Goulet

DG/jd
DoIT #2026-031B

cc: Ken Gagne, IT Manager, DoIT

Docusign Envelope ID: D78634B2-61D4-8CFA-8294-BA6114A6A488

State of New Hampshire
New Hampshire Department of Health and Human Services
Amendment

Amendment #2

This Amendment to the NHCIS Managed Service and Help Desk Support contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and MTX Group Inc ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 17, 2025 (Item #105), as amended on April 15, 2026 (Item #97), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7., Completion Date, to read:

   June 30, 2029

2. Form P-37, General Provisions, Block 1.8., Price Limitation, to read:

   $1,952,455

3. Modify Exhibit B, Statement of Work by adding Section 1.2.9., to read:

   1.2.9. Identifying Head Start and Early Head Start programs by:

   1.2.9.1. Definitions of Head Start and Early Head Start programs.

   1.2.9.2. Indicating on Child Care Search results when a program is a Head Start and/or Early Head Start program.

   1.2.9.3. Displaying Head Start and Early Head Start logos on qualifying programs.

4. Modify Exhibit B, Statement of Work by adding Section 1.8., to read:

   1.8. User Experience (UX) and User Interface (UI)

   1.8.1. The Contractor must develop and implement a revamped User Experience (UX) and User Interface (UI) design. Activities must include:

   1.8.1.1. Review of the existing user experience and interface.

   1.8.1.2. Identification and implementation of usability and accessibility improvement.

   1.8.1.3. Development of updated UI/UX designs.

   1.8.1.4. Implementation of approved UI/UX changes.

   1.8.1.5. Validation and testing of implemented changes.

Docusign Envelope ID: D78634B2-61D4-8CFA-8294-BA6114A6A488

1.8.1.6. Improving compatibility with assistive technologies for federal digital accessibility.

1.8.2. The Contractor must adhere to the Project Schedule; any needed adjustments must be approved by the Department:

1.8.3.1. Sprint 1: Planning and discovery - Milestone 1.

1.8.3.2. Sprint 2: Development, Testing - Milestone 2.

1.8.3.3. Sprint 3: Development, Testing - Milestone 3.

1.8.3.4. Sprint 4: Development, Testing - Milestone 4.

1.8.3.5. Sprint 5: BAT Client Testing - Milestone 5.

1.8.3.6. Sprint 6: UAT Client Testing - Milestone 6.

1.8.3.7. Sprint 7: Go-Live and Production Support - Milestone 7.

5. Modify Exhibit C, Payment Terms, Section 2.1., to read:

2.1. This Agreement is Funded by:

2.1.1. 100% Federal Funds:

2.1.1.1. 88.12% Child Care and Development Block Grant, as awarded on January 13, 2025 and November 20, 2025, by the Department of Health and Human Services, Administration for Children & Families, ALN #93.575, FAIN# 2501NHCCDD and 2601NHCCDD.

2.1.1.2. 11.52% Child Care Supplemental Non-Disaster Discretionary Funds American Relief Act (ARA) of 2025, as awarded on January 13, 2025, by the Department of Health and Human Services, Administration for Children & Families, ALN #93.575, FAIN# 2501NHCCDY.

2.1.1.3. 0.36% Head Start Collaboration Office, as awarded on June 17, 2026, by the Department of Health and Human Services, Administration for Children & Families, ALN #93.600, FAIN# 01CD004092.

6. Modify Exhibit C, Payment Terms; Section 11.2., to read:

11.2. Maintenance, Support, and Project Pricing Worksheet

TABLE 1				
MAINTENANCE, SUPPORT, AND PROJECT PRICING WORKSHEET				
PROJECT NAME	State Fiscal Year 2026 (January 1, 2026 – June	State Fiscal Year 2027 (July 1, 2026 – June 30, 2027)	State Fiscal Year 2028 (July 1, 2027 – June 30, 2028)	State Fiscal Year 2029 (July 1, 2028 – June

Docusign Envelope ID: D78634B2-61D4-8CFA-8294-BA6114A6A488

	30, 2026)			30, 2029)
Managed Service*	$215,800	$431,600	$431,600	$431,600
Helpdesk**	$30,000	$60,000	$60,000	$60,000
SurveyVista***	$75,475	$0	$0	$0
Head Start and Early Head Start****	$0	$7,000	$0	$0
TOTAL PER SFY	$321,275	$498,600	$491,600	$491,600
TOTAL	**$1,803,075**			

*Managed Service shall be invoiced monthly at a fixed rate for Gov Child Care Subscription at $12,588.33 and Support Services $23,378.33. The Contractor must provide at minimum 45 hours and maximum 54 hours each week of time and materials.

**Helpdesk shall be invoiced monthly on a fixed fee basis of $5,000 per month.

***SurveyVista shall be invoiced as a deliverables project fee following the conclusion of the estimated nine (9) week project schedule.

****Headstart and Early Head Start shall be invoiced as a deliverables project fee upon completion.

7. Modify Exhibit C, Payment Terms, by adding Sections 11.3. through 11.4. to read:

11.3. Other Cost Pricing Worksheet

TABLE 2	
OTHER COST PRICING WORKSHEET	
User Experience (UX) and User Interface (UI)	State Fiscal Year 2027 (July 1, 2026 – June 30, 2027)
Sprint 1 - Planning and discovery - Milestone 1	$21,340
Sprint 2 - Development, Testing - Milestone 2	$21,340
Sprint 3 - Development, Testing - Milestone 3	$21,340
Sprint 4 - Development, Testing - Milestone 4	$21,340
Sprint 5 - BAT Client Testing - Milestone 5	$21,340
Sprint 6 - UAT Client Testing - Milestone 6	$21,340
Sprint 7 - Go-Live and Production Support - Milestone	$21,340

Docusign Envelope ID: D78634B2-61D4-8CFA-8294-BA6114A6A488

7	
TOTAL PER SFY	$149,380

*This shall be invoiced as a deliverables project fee following the conclusion of the estimated seven (7) week project schedule.

11.4. Total Cost

TABLE 3				
TOTALS BY STATE FISCAL YEAR				
State Fiscal Year 2026 (January 1, 2026 – June 30, 2026)	State Fiscal Year 2027 (July 1, 2026 – June 30, 2027)	State Fiscal Year 2028 (July 1, 2027 – June 30, 2028)	State Fiscal Year 2029 (July 1, 2028 – June 30, 2029)	Grand Total
$321,275	$647,980	$491,600	$491,600	**$1,952,455**

Docusign Envelope ID: D78634B2-61D4-8CFA-8294-BA6114A6A488

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

Signed by:
Morissa Henn
3A2BFCDDD520432...

Name: Morissa Henn

Title: Morissa Henn, Deputy Commissioner

Date Signed: 10/21/2026

MTX Group Inc

Signed by:
Dastagir Nobel
303287473F2E4BE...

Name: Dastagir Nobel

Title: CEO

Date Signed: 10/20/2026

Docusign Envelope ID: D78634B2-61D4-8CFA-8294-BA6114A6A488

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

OFFICE OF THE ATTORNEY GENERAL

DocuSigned by:
Robyn Guarino
748734844941460...

Name: Robyn Guarino

Title: Attorney

Date Signed: 10/21/2026

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

OFFICE OF THE SECRETARY OF STATE

_____

Name:

Title:

Date Signed: _____

Docusign Envelope ID: D78634B2-61D4-8CFA-8294-BA6114A6A488

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 MTX GROUP INC is a New York Profit Corporation registered to transact business in New Hampshire on May 24, 2018. 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: **795645**

Certificate Number: **0008043674**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of October A.D. 2026.

David M. Scanlan
Secretary of State

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Corporation/LLC Certificate of Authority

I hereby certify that:

1. I am a duly elected clerk, secretary, or other officer ("Elected Officer") of **MTX Group Inc** ("Corporation").
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 24, 2026 at which a quorum of the Directors/shareholders were present and voting.

   Voted: That **Dastagir Nobel, Chief Executive Officer** is duly authorized on behalf of the Corporation to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.
3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. **This authority was valid thirty (30) days prior to and remains valid for thirty (30) days from the date of this Certificate of Authority**. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupies the position(s) indicated and that they have full authority to bind the Corporation. To the extent that there are any limits on the authority of any listed individual to bind the Corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Signature of Elected Officer: 

Name: Nick Whitney

Title: Chief Information Security Officer

Date: 10/19/2026

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/19/2026

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

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

PRODUCER
Roach Howard Smith & Barton (RHSB)
8080 N Central Expressway, Suite 800
Dallas TX 75206-1861

CONTACT NAME: Paula Walters
PHONE (A/C, No, Ext): 972-231-1300 **FAX (A/C, No):**
E-MAIL ADDRESS: pwalters@rhsb.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : StarNet Ins Co	40045
INSURER B : Indian Harbor Ins Co	36940
INSURER C : Lexington Ins Co	19437
INSURER D :	
INSURER E :	
INSURER F :	

INSURED MTXGROU-01
MTX Group, Inc.
6303 Cowboys Way #400
Frisco TX 75034

COVERAGES **CERTIFICATE NUMBER:** 2125713991 **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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			TCP7031831	7/1/2026	7/1/2027	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			TCP7031831	7/1/2026	7/1/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			TCP7031831	7/1/2026	7/1/2027	EACH OCCURRENCE	$ 20,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 20,000,000
	DED X RETENTION $ NIL							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		71839418	7/1/2026	7/1/2027	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Primary E&O/Media/Cyber			MTP9043372 05	7/1/2026	7/1/2027	Aggregate	5,000,000
C	Excess E&O/Media/Cyber			065300854	7/1/2026	7/1/2027	Aggregate	5,000,000
							Total Aggregate Limit	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Per attached forms:
General & Auto Liability contain endorsements that provide automatic additional insured status to a person(s) or organization(s) on a primary and non-contributory basis when there is a written contract or agreement between the named insured and person or organization that requires such status.
General Liability, Auto Liability, Workers Compensation, Errors & Omissions and Cyber include an automatic waiver of subrogation when the insured has agreed to waive these rights as part of a written contract or agreement executed prior to loss.
With respect to Excess Follow-Form, “Any additional insured under any policy of "underlying insurance" will automatically be an insured under this insurance."
See Attached...

CERTIFICATE HOLDER

State of New Hampshire
Dept. of Health and Human Services
129 Pleasant Street
Concord NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: MTXGROU-01

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Roach Howard Smith & Barton (RHSB)	**NAMED INSURED** MTX Group, Inc. 6303 Cowboys Way #400 Frisco TX 75034
POLICY NUMBER	
CARRIER / **NAIC CODE**	**EFFECTIVE DATE:**

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Per form IL8327; When cancelled by the insurance carrier, 30-day notice of cancellation will be provided to any person or organization required by written contract to receive such notice, as evidenced by list on file with Company and subject to policy terms and conditions.

REF: NHCIS Managed Service and Help Desk Support SS-2026-DES-04-NHCIS-01-A02

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY EXTENSION FOR TECHNOLOGY COMPANIES ENDORSEMENT

This Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement broadens coverage. The following schedule of coverage extensions is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement along with your entire policy carefully to determine the extent of coverage afforded.

SCHEDULE OF COVERAGE EXTENSIONS

A.	Additional Insured – Lessors of Leased Equipment	L.	Duties in the Event of Occurrence, Offense, Claim or Suit
B.	Additional Insured – Owners, Managers or Lessors of Premises	M.	Expected or Intended Injury or Damage (Property Damage)
C.	Additional Insured - Primary and Non-contributory	N.	Damage to Premises Rented To You
D.	Additional Insured – Vendors	O.	Medical Payments
E.	Additional Insured – Written Contract or Agreement	P.	Non-owned Aircraft
F.	Aggregate Limit Per Location	Q.	Non-owned Watercraft
G.	Amateur Athletic Participants	R.	Newly Acquired or Formed Organizations
H.	Bodily Injury Definition	S.	Supplementary Payments
I.	Broadened Named Insured	T.	Unintentional Omission
J.	Damage to Property – Borrowed Equipment, Customer Goods, Use of Elevators	U.	Waiver of Subrogation - Blanket
K.	Good Samaritan Services		

A. ADDITIONAL INSURED - LESSORS OF LEASED EQUIPMENT

Under **Section II - Who Is An Insured**, the following is added:

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage", "personal and advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal and advertising injury" caused by an offense that is committed after the equipment lease expires.

B. ADDITIONAL INSURED - OWNERS, MANAGERS OR LESSORS OF PREMISES

Under **Section II - Who Is An Insured**, the following is added:

Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

1. Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

2. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

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C. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

D. ADDITIONAL INSURED - VENDORS

Under **Section II - Who Is An Insured**, the following is added:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

1. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and

2. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

1. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

2. The insurance provided to such vendor does not apply to:

a. Any express warranty not authorized by you;

b. Any change in "your products" made by such vendor;

c. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of part under instructions from the manufacturer, and then repackaged in the original container;

d. Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";

e. Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or

f. "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

1. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or

2. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

E. ADDITIONAL INSURED - WRITTEN CONTRACT OR AGREEMENT

Under **Section II - Who Is An Insured**, the following is added:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

1. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and

2. Is caused, in whole or in part, by your acts or omissions in performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

F. AGGREGATE LIMIT PER LOCATION

1. Under **Section III - Limits Of Insurance,** the following is added:

The General Aggregate Limit applies separately to each of your "locations" owned by or rented or leased to you.

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R. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

Under **Section II - Who Is An Insured**, item **3.a.** is deleted and replaced by the following:

a. Coverage under this provision is afforded only until the end of the current policy period.

S. SUPPLEMENTARY PAYMENTS

Under **Section I - Coverages**, **Supplementary Payments - Coverages A and B** is amended as follows:

1. The limit for the cost of bail bonds is amended to $2,500; and

2. The limit for reasonable expenses incurred by the “insured” is amended to $500 a day.

T. UNINTENTIONAL OMISSION

Under **Section IV - Commercial General Liability Conditions**, paragraph **6.**, **Representations**, the following is added:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

U. WAIVER OF SUBROGATION - BLANKET

Under **Section IV - Commercial General Liability Conditions**, paragraph **8.**, **Transfer of Rights of Recovery Against Others to Us** the following is added:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations done under a written contract or agreement with that person or organization and included in “your work” or the "products-completed operations hazard". This waiver applies only to persons or organizations with whom you have a written contract, executed prior to the “bodily injury” or “property damage”, that requires you to waive your rights of recovery.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY

BUSINESS AUTO BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following form:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the policy, the provisions of this endorsement apply.

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. For complete details on specific coverages, consult the actual policy wording.

SCHEDULE

Coverage	Limit of Insurance
Who is an Insured – Employees, Partners, Members, Volunteers and Board Members	Included
Automatic Additional Insureds – By Contract and Primary and Non-Contributory Provision	Included
Leased Auto Coverage	Included
Owned Subsidiaries and Newly Acquired or Formed Organizations	Included
Supplementary Payments – Bail Bonds	$5,000
Supplementary Payments – Loss of Earnings	$1,000 - Per Day
Fellow Employee	Included
Physical Damage Coverage Extensions – Towing	$200 - Any Auto
Physical Damage Coverage Extensions – Glass Breakage	No Deductible
Physical Damage Coverage Extensions – Transportation Expenses	$100 - Per Day $3,000 - Maximum
Hired Auto Physical Damage Coverage	$100 - Per Day $3,000 - Maximum
Total Theft of a Covered Auto	$500 - Personal Items $1,000 - Reasonable Expenses to Return Stolen Auto
Auto Loan / Lease Gap Protection	Included
Customization Coverage	$2,000
Newly Acquired Owned Autos and Donated Autos Physical Damage Coverage	$100,000
Rental Reimbursement Coverage	$100 per day up to 30 days $500 for reasonable expenses to remove and replace your materials and equipment
Accidental Discharge - Airbag Coverage	Included
Original Equipment Manufacturer OEM Part Replacement	Included
Multiple Deductibles	Included
Notice and Knowledge of Occurrence – Duties in the Event of Accident, Claim, Suit or Loss	Included
Blanket Waiver of Subrogation By Written Contract	Included
Unintentional Errors And Omissions	Included
Mental Anguish	Included

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A. Who is an Insured – Employees, Partners, Members, Volunteers and Board Members

The following is added to **Section II – Covered Autos Liability Coverage**, **Paragraph A.1.**:

d. Any “employee”, partner or member of yours while using a covered “auto” you don't own, hire or borrow in your business or your personal affairs.

e. An “employee” of yours while operating an “auto” hired or rented under a contract or agreement in an “employee’s” name, with your permission, while performing the duties related to the conduct of your business.

f. A "volunteer" of yours while operating an "auto" hired or rented under a contract or agreement in a "volunteer's" name, with your permission, while performing duties related to the conduct of your business.

This insurance does not apply to:

Volunteer Injury

“Bodily injury” to:

(1) Any “volunteer” or any fellow “volunteer” of the “insured” if sustained while such “volunteer” is performing duties related to the conduct of your business.

(2) The spouse, child, parent, brother or sister of that “volunteer” as a consequence of paragraph f.(1) above.

g. Board members (or their spouses) while renting a vehicle while on business for the named insured.

B. Automatic Additional Insureds by Contract and Primary and Non-contributory Provision

(1) **Section II – Covered Autos Liability Coverage, Paragraph A.1.** is amended to include as an Insured any person or organization whom you are required to add as an Additional Insured on this policy under a written contract or written agreement in effect on the date of the “accident”; and signed by all parties prior to the “accident.”

(2) This person or organization is an Additional Insured only to the extent you are liable for an “accident” caused, in whole or in part, by the use of a covered “auto” being driven by you or any “insured.” However:

a. The insurance afforded to such Additional Insured only applies to the extent permitted by law; and

b. If coverage provided to the Additional Insured is required by a written contract or written agreement, the insurance afforded to such Additional Insured will not be broader than that which you are required by the written contract or written agreement to provide for such Additional Insured.

(3) With respect to insurance provided to an Additional Insured the following provisions apply:

a. This insurance is primary to and will not seek contribution from any other insurance available to an Additional Insured under your policy provided that:

(1) The Additional Insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

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Section III – Physical Damage Coverage, Paragraph **C.1.** is amended to include the following:

We will pay the cost to replace the damaged parts (excluding glass and mechanical parts) with new Original Equipment Manufacturer (OEM) replacement parts if the damaged parts cannot be repaired.

R. Multiple Deductibles

Section III – Physical Damage Coverage, Paragraph **D.** is amended to add the following:

When two or more covered "autos" sustain "loss" in a single incident, a single Physical Damage deductible will apply to the total "loss" for all covered "autos." That deductible will be the largest of all deductibles applying to any of the covered "autos" involved in the single incident.

S. Notice and Knowledge of Occurrence – Duties in the event of an Accident, Claim, Suit or Loss

1. **Section IV – Business Auto Conditions**, Paragraph **A.2.a.** is deleted and replaced with the following:

   a. In the event of "accident," claim, "suit" or "loss," you must give us or our authorized representative notice as soon as practicable of the "accident" or "loss" after the "accident" or "loss" is known to you (if you are an individual), one of your partners (if you are a partnership), or one of your officers or any personnel responsible for insurance, risk management, or loss prevention (if you are a corporation). Notice shall include:

      (1) How, when and where the "accident" or "loss" occurred;

      (2) The "insured's" name and address; and

      (3) To the extent possible, the names and addresses of any injured persons and witnesses.

2. **Section IV – Business Auto Conditions, Paragraph A.2.b(2)** is deleted and replaced with the following:

   (2) As soon as practicable send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit" after the claim or "suit" is known to you (if you are an individual), one of your partners (if you are a partnership), or one of your officers or any personnel responsible for insurance, risk management, or loss prevention (if you are a corporation).

T. Blanket Waiver of Subrogation by Written Contract

Section IV – Business Auto Conditions, **Paragraph A.5.** is amended to add the following:

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract or written agreement signed by all parties prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such written contract or written agreement. The waiver applies only to the person or organization designated in such written contract or written agreement.

U. Unintentional Errors and Omissions

Section IV – Business Auto Conditions, **Paragraph B.2.** is amended to add the following:

However, if you should unintentionally mispresent or conceal information to us at any time, we will not deny coverage under this policy based on this unintentional error or omission.

This provision does not affect our right to cancel or non-renew your coverage or collect additional premium for any added exposures.

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(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. Except for liability arising out of the ownership, maintenance or use of "covered autos":

a. If you are designated in the Declarations as:

(1) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

(2) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

(3) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

(4) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

(5) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

b. Each of the following is also an insured:

(1) Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(a) "Bodily injury" or "personal and advertising injury":

(i) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" in the course of his or her employment or performing duties related to the conduct of your business or to your other "volunteer workers" while performing duties related to the conduct of your business;

(ii) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(a)(i)** above; or

(iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(a)(i)** or **(ii)** above.

(b) "Property damage" to property:

(i) Owned, occupied or used by;

(ii) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

(2) Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

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Issuing Company: StarNet Insurance Company

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART DECLARATIONS

Policy No.: TCP 7031831 - 10 Previous Policy No.:

Named Insured Name and Address	**Agency Name and Address** 22RO321
MTX Group Inc. 6303 Cowboys Way #400 Frisco, TX 75034	(972)231-1300 RHSB 8750 N Central Expressway, Suite 500 Dallas, TX 75231

Policy Period: From 07/01/2026 to 07/01/2027 at 12:01 A.M. Standard Time at your mailing address shown above.

Total Advance Premium		**Audit Period:**	None

LIMITS OF INSURANCE:

Each Occurrence Limit (Liability Coverage)	$	20,000,000	
Personal & Advertising Injury Limit	$	20,000,000	Any One Person or Organization
Aggregate Limit (Liability Coverage)(except with respect to "covered autos")	$	20,000,000	

Description of Business: Technology Consultant

All Premises You Own, Rent, or Occupy:

See attached "Schedule of Locations"

ENDORSEMENTS ATTACHED TO THIS POLICY:

See attached "Schedule of Forms and Endorsements"

SELF-INSURED RETENTION: $ NONE

SCHEDULE OF UNDERLYING INSURANCE

Employers' Liability
Description: Contingent Employers Liability
Company: StarNet Insurance Company
Policy Number: TCP-7031831-10
Policy Period: 07/01/2026 - 07/01/2027
Limits of Insurance:

Bodily injury by accident	$	1,000,000	Each Accident
Bodily injury by disease	$	1,000,000	Each Employee
Bodily injury by disease	$	1,000,000	Policy Limit

Employers' Liability
Company: Berkley National Insurance Company
Policy Number: TWC-7031832-10

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Policy No.: TCP 7031831 - 10

Policy Period: 07/01/2026 - 07/01/2027
Limits of Insurance:

Bodily injury by accident	$ 1,000,000	Each Accident
Bodily injury by disease	$ 1,000,000	Each Employee
Bodily injury by disease	$ 1,000,000	Policy Limit

Commercial General Liability ☒ Occurrence ☐ Claims-Made
Description: Includes Global General Liability
Company: StarNet Insurance Company
Policy Number: TCP-7031831-10
Policy Period: 07/01/2026 - 07/01/2027
Limits of Insurance:

Each Occurrence	$ 1,000,000
Personal and Advertising Injury Limit	$ 1,000,000
General Aggregate	$ 2,000,000
Products Completed Operations Aggregate	$ 2,000,000

Commercial Auto Liability
Company: StarNet Insurance Company
Policy Number: TCP-7031831-10
Policy Period: 07/01/2026 - 07/01/2027
Limits of Insurance:

Each Accident	$ 1,000,000

Employee Benefits Liability
Description: Includes Employee Benefits Liability
Company: StarNet Insurance Company
Policy Number: TCP-7031831-10
Policy Period: 07/01/2026 - 07/01/2027
Limits of Insurance:

Each Employee:	$ 1,000,000
Aggregate:	$ 2,000,000

Retroactive Date: 07/01/2023

Other
Description: Global Contingent Auto Liability
Company: StarNet Insurance Company
Policy Number: TCP-7031831-10
Policy Period: 07/01/2026 - 07/01/2027
Limits of Insurance:

Limit:	$ 1,000,000

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(3) Any person or organization having proper temporary custody of your property if you die, but only:

(a) With respect to liability arising out of the maintenance or use of that property; and

(b) Until your legal representative has been appointed.

(4) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

c. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

(1) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

(2) Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

(3) Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

2. Only with respect to liability arising out of the ownership, maintenance or use of "covered autos":

a. You are an insured.

b. Anyone else while using with your permission a "covered auto" you own, hire or borrow is also an insured except:

(1) The owner or anyone else from whom you hire or borrow a "covered auto". This exception does not apply if the "covered auto" is a trailer or semitrailer connected to a "covered auto" you own.

(2) Your "employee" if the "covered auto" is owned by that "employee" or a member of his or her household.

(3) Someone using a "covered auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a "covered auto".

(5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a "covered auto" owned by him or her or a member of his or her household.

(6) "Employees" with respect to "bodily injury" to:

(a) Any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or

(b) The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph **(a)** above.

c. Anyone liable for the conduct of an insured described above is also an insured, but only to the extent of that liability.

3. Any additional insured under any policy of "underlying insurance" will automatically be an insured under this insurance.

Subject to Section **III** – Limits Of Insurance, if coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement, less any amounts payable by any "underlying insurance"; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "underlying insurance".

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

ABUSE OR MOLESTATION LIABILITY COVERAGE FORM
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL OUTPUT PROGRAM
COMMERCIAL PROPERTY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE FORM

SCHEDULE

Schedule of Person(s) or Organization(s): Any person or Organization required by written contract to receive such notice, as evidenced by list on file with Company.
Number of Days Notice: 30
(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

Common Policy Conditions Condition A, Cancellation, is amended to include the following:

Notice of cancellation will be also be provided to the person(s) or organization(s) listed in the schedule above.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization for which you have agreed to waive your rights of recovery in a written contract, provided such contract was executed prior to the date of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	Policy No.	Endorsement No.
07/01/2026	TWC 7031832 10	
Insured		Premium
MTX Group Inc.		
Insurance Company:	Countersigned by	_____
Berkley National Insurance Company		

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IX. Conditions

A. Change in Control

If, during the policy period, the Named Insured consolidates with, merges into, or sells all or substantially all of its assets to another entity, or if any entity acquires management control of the Named Insured, then the Policy will remain in full force but only with respect to a third party wrongful act and first party incident (other than a cyber-extortion threat) involving the Named Insured that occurred prior to the date of the consolidation, merger, sale or acquisition of management control; provided, however, coverage will remain in force for a third party wrongful act and first party incident (other than a cyber-extortion threat) first discovered and for a cyber-extortion threat first occurring subsequent to the date of the consolidation, merger, sale or acquisition of management control, if within thirty (30) days of the takeover effective date (1) the Insurer receives written notice containing full details of the transaction, (2) the Named Insured accepts all Policy amendments required by the Insurer, including the addition of special terms, conditions and exclusions, and (3) the Named Insured pays any additional premium charge.

The above provision may be waived in writing by the Insurer.

B. Action Against the Insurer

No action may be brought against the Insurer unless, as a condition precedent thereto, (1) the Insured has fully complied with all of the terms, conditions and other provisions of the Policy, and (2) the amount of the Insured's obligation to pay has been finally determined, either by judgment against the Insured after a trial and appeal or by written agreement by the claimant, Insured, and Insurer.

No person or entity will have the right under the Policy to (1) join the Insurer or its agents and representatives as a defendant, co-defendant or other party in any action against the Insured to determine the Insured's liability or (2) implead the Insurer or its agents and representatives in any such action.

C. Bankruptcy

Bankruptcy or insolvency of the Named Insured will not relieve the Insurer of any of its obligations hereunder.

D. Other Insurance

This Policy is excess over any other valid and collectible insurance, whether prior or contemporaneous, unless such other insurance is expressly written to be excess of this Policy.

E. Subrogation

In the event of payment of loss by the Insurer under the Policy, the Insurer is subrogated to all of the Insured's rights of recovery against any person or entity to the extent of such payment. The Insured warrants and agrees to execute and deliver instruments and papers and do whatever else is required by the Insurer to secure, prosecute and collect on such rights. The Insured further warrants and agrees not to prejudice such rights.

If, prior to a claim being made, the Insured Company has waived its rights to recovery against a person or entity in any written contract or agreement, then the Insurer will waive its rights to subrogation against such person or entity to the same extent as the Insured Company's waiver.

F. Territory

The Policy applies to a third party wrongful act and first party incident occurring and claim made anywhere in the world other than any country barred by the Office of Foreign Assets Control (OFAC).

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