

39A WJF



State of New Hampshire Department of Revenue Administration

109 Pleasant Street
PO Box 457, Concord, NH 03302-0457
Telephone 603-230-5005
www.nh.gov/revenue



John T. Beardmore
Commissioner

June 6, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

100% General Funds

Authorize the Department Revenue Administration (DRA) to enter into a **sole source** contract with Real Data Corporation (RDC), (Vendor code #155169), in an amount not to exceed \$97,500 for computer software maintenance, reporting, and technical assistance, upon Governor and Council approval through June 30, 2015.

Funding is available in account titled Property Appraisal, as follows. **100% General Funds.**

01-84-84-84-841010-5413-024	<u>FY 2014</u>	<u>FY2015</u>
Maintenance Other Than Building	\$48,750	\$48,750

EXPLANATION

The sole source contract is due to the fact that RDC is exclusively equipped to manage real estate data and related technical assistance and has previously provided such services to the DRA that is relied upon by the public. RDC has constructed the systems that manage most of this data, and DRA's reliance on its previously constructed systems maximizes the economy of prior contracted work. RDC is also the exclusive compiler of mortgage information in the state, and no other existing data source is available. This contract includes a renewal option for one additional year subject to approval by Governor and Council.

RDC will provide the DRA with monthly reports on real estate transactions within the state, licenses for computer software and hardware, access to RDC Teledex System, assistance and training of municipalities in the use of web-based software, technical assistance and network support for DRA personnel. The majority of work under the contract will begin immediately and consists of the unique processing of legacy (old style) real estate transfer declarations as the DRA transitions to new technology and revised processes. These services are necessary for the DRA to fulfill its statutory requirement to annually equalize property values. The services that RDC provide are also heavily relied on by: municipalities in their valuation of taxable property; real estate professionals; banks and financial institutions; and, developers of real estate. Accordingly, it is in the public's interest to utilize RDC's scope of services.

TDD Access: Relay NH 1-800-735-2964

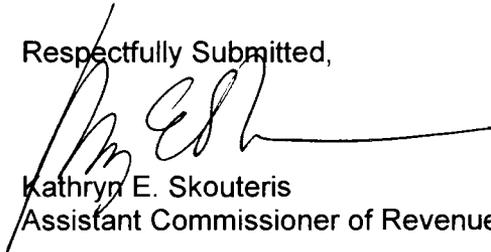
Individuals who need auxiliary aids for effective communication in programs and services of the Department of Revenue Administration are invited to make their needs and preferences known to the Department.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301
Page 2 of 2

It should also be noted that RDC's leadership has changed. Its former President, Irv Tolles, sadly and unexpectedly passed away this past fall. As a result of his passing, the new RDC President is Nancy Smith, who is also employed as an attorney at the Attorney General's Office.

We respectfully request your consideration regarding this matter.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'K. Skouteris', with a long horizontal line extending to the right.

Kathryn E. Skouteris
Assistant Commissioner of Revenue Administration



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.doit.nh.gov

Peter C. Hastings
Commissioner

June 9, 2014

John T. Beardmore
Commissioner
Department of Revenue Administration
109 Pleasant Street
Concord, NH 03301

Dear Commissioner Beardmore:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Real Data Corporation ("Real Data") of Manchester, NH, as described below and referenced as DoIT No.2014-163.

Real Data shall provide the Department of Revenue Administration with data, software, and related services to assist with equalization and the oversight of the real estate tax administration. The funding totals \$97,500 and the contract shall be effective upon Governor and Executive Council approval through June 30, 2015.

A copy of this letter should accompany the Department of Revenue Administration's submission to Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink that reads "Peter C. Hastings".

Peter C. Hastings

PCH/ltn
2014-163

cc: Leslie Mason, Bureau of Finance & Administration, DoIT
Joe Monagle, IT Manager, Department of Revenue Administration, DoIT

Subject: REAL DATA FORM NUMBER P-37 (version 1/09)

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Revenue Administration		1.2 State Agency Address 109 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name Real Data Corporation		1.4 Contractor Address 103 Bay Street, Manchester, NH 03104	
1.5 Contractor Phone Number 603-669-3822	1.6 Account Number 01-84-84-841010-5413-024	1.7 Completion Date 6/30/2015	1.8 Price Limitation \$97,500
1.9 Contracting Officer for State Agency Kathryn E. Skouteris, Assistant Commissioner		1.10 State Agency Telephone Number 603-230-5016	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Nancy J. Smith, President of Real Data Corporation	
1.13 Acknowledgement: State of , County of On , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]		<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"><p>MARY A. LAZZAR ★ NOTARY PUBLIC - NEW HAMPSHIRE ★ My Commission Expires September 9, 2014</p></div>	
1.13.2 Name and Title of Notary or Justice of the Peace MARY LAZZAR			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Kathryn E. Skouteris, Asst. Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: Jane Miller Director, On: 6/6/14			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: Mike Bern On: 6/3/14			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials NAS
Date 6/18/2014

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or 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.

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

**State of New Hampshire
 Department of Revenue Administration
 FFP Contract 2014-2016, Exhibit A
 Statement of Work**

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Initial all pages:
 Contractor Initials NAS

Agency Initials (signature)

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Initial all pages:
Contractor Initials NJS

Agency Initials (S)

**State of New Hampshire
Department of Revenue Administration
FFP Contract 2014-2016, Exhibit A
Statement of Work**

1. INTRODUCTION

1.1 SCOPE OF SERVICES

This document defines the agreed upon specific data, software and services that Real Data Corporation ("RDC") will provide to the New Hampshire Department of Revenue Administration ("DRA") and the data that DRA will provide to RDC. In general, these services include provision of data, software and related services to assist in equalization, meet DRA's public information obligations and with optional services available for additional to be agreed upon terms to assist in DRA purposes related to the establishment and oversight of real estate transfer tax administration.

History and Background

RDC is engaged in the business of researching and obtaining information that is available from various public records, particularly records of real estate transactions and mortgages and other information as recorded in the registries of deeds in the State of New Hampshire, parcel data from the municipalities and other sources both public and non-public. After acquiring this information, RDC edits, selects, standardizes, classifies, codes, and performs various calculations and otherwise processes and adds value to the information using methods and procedures developed and maintained by RDC. Following its calculation, processing, and sorting, RDC publishes the information which it has generated in various formats it has designed (both in hard-copy and on-line) and protects its rights in the publications by affixing appropriate copyright notices in order to notify third parties that it is claiming the benefits of federal copyright protection for the publications.

DRA desires to acquire a non-exclusive license to obtain a copy of certain of the information collected and processed by RDC, as described above, and to acquire the right to make certain limited copies of such information for DRA's own limited use, and to process and use such information internally for such DRA purposes as are consistent with this Agreement and in its own equalization work and on-line presentations and generate reports therefrom, all as more particularly set forth in this Agreement. In connection therewith, DRA also desires to license certain computer software specially designed, or to be designed, by RDC and to receive associated services from RDC in order to permit DRA to use such information as further described in this Agreement.

DRA and RDC are parties to a series of prior Agreements extending continuously back to 1978. During the last several years, DRA developed its own equalization system (the "DRA Equalization System") along with its Mosaic parcel database (the "Mosaic Parcel Database"). DRA deployed its newly developed DRA Equalization System as the primary system in which the 2013 equalization was done. RDC's equalization system (the "RDC Equalization System"), which functioned as the secondary system and as a backup to ensure that, given its importance, equalization would still take place despite any unforeseen problems. In addition, RDC supplied the equalization data directly to DRA for use in the DRA Equalization System and continued to process the Inventory of Property Transfer.

DRA was and is working on the deployment of its new PA-34 form and processing systems and wishes RDC to continue processing the old PA-34 forms so that there is no break in time between the old PA-34s and the new PA-34s. In addition, at least until the data from the new PA-34s becomes available, DRA wishes to continue to blend the RDC Data (augmented as otherwise provided in this Agreement) into its DRA Equalization System. DRA and RDC intend that, under this Agreement, RDC shall continue to provide DRA with data of a type that

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is similar to that provided in the past under the historic 2001 Equalization Agreement, as set forth in this Agreement.

DRA also wishes to have RDC continue in its role of providing access to the Inventory of Property Transfer PA-34s , which RDC does by attaching the PA-34 data to its own sales data and offering it through its publications. In addition to the above items, RDC has been developing and is continuing to develop new datasets and data presentation formats that DRA believes will promote its public purposes of administration of fair and equitable real property valuation and more generally in oversight of DRA's real property taxation functions. DRA desires to acquire access to these databases as further described in this Agreement.

DRA and RDC continue to agree that the payments that DRA makes to RDC under this Agreement have been established as compensation for the net balance of benefits for the data, software and services that RDC provides to DRA and the PA-34 and other data that DRA provides to RDC.

1.2 PERIOD OF PERFORMANCE

This Agreement (as defined in Section 2) shall become effective upon the Effective Date.

The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue until June 30 2015, subject to earlier termination by DRA or RDC as permitted under this Agreement (including, without limitation, under Sections 9.5.4(d), 9.11.1, and 9.11.2 of this Exhibit A and under Sections 2.3.1 and 2.4.7 of Exhibit C to this Agreement).

There is an option to renew on the same terms or additional terms to be agreed upon for one additional year from July 1, 2015 to June 30, 2016 that may be exercised by the parties, and is subject to the approval of Governor and Council as a separate agreement or contract.

For the avoidance of doubt, while the Term does not commence until the Effective Date, the Data and services supplied by RDC to DRA for the Contract Period will include Data and services provided by RDC for accomplishment of the accumulated backlog of PA-34's for FY2014 upon the effective date.

1.3 DEFINITION OF TERMS

A. DRA or Agency is defined as:

DEPARTMENT OF REVENUE ADMINISTRATION
109 Pleasant St.
Concord, NH 03301

B. RDC or Contractor is defined as:

REAL DATA CORPORATION
103 Bay Street
Manchester, NH 03104

which term also includes Real Data Corporation's successors and assigns.

Initial all pages:
Contractor Initials

NJS

Agency Initials

kes

Exhibit A, Page 2 of 25

**State of New Hampshire
Department of Revenue Administration
FFP Contract 2014-2016, Exhibit A
Statement of Work**

- C. **Change Control Procedures** – CCP (see Section 8 of this Exhibit A).
- D. **Order of Precedence** – The order in which documents that are part of this Agreement have precedence in the event of a conflict or ambiguity. See Section 2.
- E. **Project Manager (PM)** – Agency manager and Point of contact for Contractor contract manager.
- F. **Statement of Work (SOW)** – Statement of Work (this Exhibit A).
- G. **Effective Date** – defined in Section 3.1 of Form P-37.
- H. **Agreement** – defined in Section 2 of this Exhibit A.
- I. **Form P-37** – Form P-37 version 1/09 (Agreement), as signed by DRA and RDC and included as part of this Agreement.
- J. **Contract Period** – The “Contract Period” is the period of time commencing on June 18, 2014 and ending on June 30, 2015.
- K. **RDC Data**
- (a) As used in this Agreement, the “RDC Data” shall mean and refer to the following data.
- (i) certain real estate sales information and data collected by RDC from documents recorded in the New Hampshire Registries of Deeds and other sources, which data (the “Equalization Data”) shall be supplied in RDC’s standard data record format;
- (ii) certain additional data collected by RDC which will serve to match DRA’s PA-34 forms (or successor forms serving a similar purpose) to the deed data provided by RDC under this Agreement; and,
- (iii) the Teledex Data, the Mortgage Data (as defined in Section 4.6.9), such components of RDC’s parcel data as are provided by RDC to DRA as RDC’s part of the Linked Key Map as described in Section 4.6.8 (but only for use of such components as part of the Linked Key Map), such data as is included in the Evaluation Data and Software (as defined in Section 4.6.16), and such additional data as RDC may supply to DRA under this Agreement.
- (b) The RDC Data is further described in Section 4.1 and elsewhere in this Agreement.
- L. **DRA Data** – the data described in Section 4.8.4. RDC does not claim Intellectual Property Rights in the DRA Data. For a further description of the DRA Data, see Section 4.6.15.
- M. **RDC Equalization Software** –such computer programs (including any third party software) as are provided by RDC to DRA for use in processing the Data to support the

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functions of DRA's equalization. For a further description of the RDC Equalization Software, see Section 4.2.

- N. RDC Software** – such computer programs as are provided by RDC to DRA for use under this Agreement (including, without limitation, the RDC Equalization Software and such software as is included in the Evaluation Data and Software).
- O. Teledex Data** – (a) certain real estate sales information collected by RDC from documents recorded in the New Hampshire Registries of Deeds during the Term, and (b) images of the PA-34s which RDC acquires as provided herein and that RDC publishes on the Web using Web software. RDC reserves the right to change the format of the Teledex Data during the Term. For a further description of the Teledex Data, see Section 4.3.
- P. RDC Hardware** – [*transitional and needed as long as RDC is processing the old style PA-34s or as may otherwise be required to service RDC's obligations under this Agreement*] subject to the provisions of Section 4.4, RDC's computer, scanning, communications, and any other data processing equipment that is owned or leased by RDC and placed at DRA to assist in fulfilling RDC's obligations under this Agreement during the Term.
- Q. DRA Hardware** – None Required
- R. Intellectual Property Right** – a patent, copyright, trade secret, trademark, or other proprietary or intellectual property right, whether registered or unregistered.
- S. Web Browser Software** – such World Wide Web browser software as is commonly available for browsing the Web and allows DRA to access Teledex or any other web based software licensed to DRA under this Agreement and provided by RDC over the Internet.
- T. Party (or Parties)** – either DRA or RDC (or both).

2. ORDER OF PRECEDENCE

The agreement between DRA and RDC (this "Agreement") consists of the following contract documents:

- Form P-37 (1/09)
- This Exhibit A (Statement of Work)
- Exhibit B (Firm Fixed Price Payment Schedule)
- Exhibit C (Amendments to Form P-37)
- RDC Certificate of Vote
- RDC Certificate of Existence
- RDC Certificate of Insurance

In the event of a conflict or ambiguity between Form P-37 and either this Exhibit A or Exhibit B or Exhibit C, the terms of this Exhibit A or Exhibit B or Exhibit C, as the case may be, will control.

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Contractor Initials NAS

Agency Initials (128)

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3. ADMINISTRATION

3.1 RDC Administrator.

RDC will designate an administrator who shall be responsible for all contractual authorization and administration under this Agreement. This person is:

Nancy Smith and/or Kevin Bartlett
Real Data Corporation
103 Bay Street
Manchester, NH 03104
T: 603-669-3822
F: 603-645-0072
E: nsmith@real-data.com, kevin@real-data.com

or the designated successor.

3.2 DRA Administrator.

DRA will designate an administrator who shall be responsible for all contractual authorization and administration under this Agreement. This person is:

Stephan W. Hamilton, Director
Municipal and Property Division
NH Department of Revenue Administration
PO Box 487
109 Pleasant Street
Concord, NH 03301
T: 603-230-5960
E: Stephan.Hamilton@dra.nh.gov

or the designated successor.

4. STATEMENT OF WORK

4.1 Equalization Data

4.1.1 Nature of Data.

[Transitional in that, although the basic data remains unchanged as of the Effective Date of this Agreement, the DRA purposes and manner of use is changing and further changes will be made during the Term of this Agreement.]

That portion of the Equalization Data that originates from the New Hampshire County Registries of Deeds either has been or will be extracted from deeds recorded for real estate transfers. The information for each transfer will be presented in a data format that is acceptable to DRA within thirty (30) days of the date of the recording of the transfer or the date on which the information becomes reasonably available to RDC's researchers from the public records, whichever is later.

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- 4.1.2 Data Elements. The Equalization Data shall include, without limitation, the following elements to the extent the same are available for each sale:

- Name of town
- Name of county
- Transfer identification number
- Date of recording
- Date of deed
- County recording volume and page number
- Deed type
- Name of grantor
- Name of grantee
- Grantee's address
- Property description: example: land, land and building, condominium, etc.
- Property street address/location (example: 25 Main Street)
- Plan Record - any recorded plans or subdivisions
- Plan reference number, if applicable
- Number of parcels transferred
- Identifying lot numbers, if applicable
- Size of property: Acreage and/or square footage
- Amount of real estate transfer tax stamps paid
- Sale price calculated from the real estate transfer tax stamps
- Amount of mortgage, if applicable
- Name of mortgagee
- Interest rate of mortgage
- Comments pertinent to the real estate transfer that come from the deed

- 4.1.3 Manner of Provision of Equalization Data. The Equalization Data shall be provided by RDC to DRA by an electronic communications link or other magnetic media as determined by RDC in its reasonable discretion. The Equalization Data shall include all reported sales during the Term and shall be provided on a weekly or monthly basis, at such intervals as permitted by RDC's processing of transactions in the course of RDC's normal operations.

4.2 RDC Equalization Software

- 4.2.2 Matching of Sales to PA-34s and Production of Compliance Letters.
[*Transitional and operational until this function is no longer needed under the new DRA PA-34 system.*]

During the term of this contract, the RDC Equalization Software will retain the capability to locate sales for which an Inventory of Property Transfer form (PA-34) has not been filed and produce compliance letters with preprinted recorded information for mailing to all known non-filers. It is understood that as the anticipated transition continues, rather than send an old style PA-34 form to the buyer, DRA may develop and use alternative means to direct the non-filing buyer, so identified, to file using DRA's new PA-34 filing capabilities and that RDC will cooperate with providing electronic notice (the nature of which is to be determined) of non-filers to DRA in lieu of actually printing a PA-34 form as has been done in the past.

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4.3 Teledex Data

- 4.3.1 Access. RDC will provide the Audit and Collections Divisions of DRA with access to the Teledex Data through RDC's Teledex system. DRA's equalization staff will also have access to the Teledex Data in accordance with the provisions of Section 4.6.6.
- 4.3.2 DRA's Responsibilities With Respect to Teledex. DRA shall be responsible for obtaining (a) the Web Browser Software, and (b) access to an Internet Service Provider (ISP) to reach Teledex.
- 4.3.3 RDC's Responsibilities With Respect to Teledex. RDC agrees to provide DRA with such technical assistance, instruction, and explanation as may be reasonably necessary for DRA to use Teledex.

4.4 RDC Hardware and Communications

[All of section 4.4 is transitional in that such hardware as is still needed at DRA will change over time as needed.]

4.4.1 Hardware Provided by RDC.

- (a) RDC will provide and service all hardware necessary to perform its own internal operations in support of this Agreement and, in addition, such of the RDC Equalization Software as is needed to process the Equalization Data and scan the Inventory of Property Transfer (PA-34) forms. RDC may change the RDC Hardware from time to time during the Term. Some of the RDC Hardware will reside at RDC and some will reside at an approved place or places within DRA. All RDC Hardware residing within DRA will be selected in collaboration with and have prior approval of DRA's Information Systems Division.
- (b) At the inception of this Agreement, the RDC Hardware consists of:
- (i) Rack area:
- Compaq Rack (72 inch 9000 series) with doors,
 - Ascend 4002 communications box (spare),
 - Network server and drive space if/as needed,
 - 2 10/100 Compaq network switches (RDC LAN side and RDC WAN side),
 - SonicWALL firewall box (TZ170) along with the SpectraAccess POE connection,
 - Cat5/Cat6 network wires, power cords, surge suppressor, power strips, and
 - Compact R6000 UPS with two add-on battery pack unit;
- (ii) Workstation area:
- HP xw5000 Workstation (Windows 2000),
 - Monitor (widescreen & pivots), keyboard, mouse,
 - Network Cat5/Cat6 cable,

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- Fujitsu scanner (fi-5650C) with cable,
- Various power cords, surge suppressor power strip, and
- Pano stamper with ribbons for stamping PA34 Pano numbers; and

(iii) Printer area:

- HP 8150 printer with mailbox attachment,
- Intel NetPort Manager print box, and
- Parallel printer cable, network cables, power cables.

4.4.2 Operation and Maintenance. Except as otherwise specifically provided in this Agreement, RDC shall have full responsibility for supplying, operating, and maintaining the RDC Hardware. Indirect expenses such as space, consumables and reasonable amounts of electricity to operate the RDC Hardware located at DRA will be absorbed by DRA.

4.4.3 Communications. RDC will maintain a VPN or other dedicated communications link as needed between RDC and DRA's location in Concord in order to transfer data, run various parts of the RDC Equalization Software, and perform other necessary equalization functions.

4.4.4 Web Performance. RDC will maintain hardware and communications links that will provide adequate performance for the Web applications that RDC hosts and operates for DRA.

4.4.5 Access to the RDC Hardware. DRA will provide access to the RDC Hardware for RDC staff. If the RDC Hardware is located in DRA's computer room, DRA will provide RDC staff with such access to the computer room as is consistent with both DRA's security needs and RDC's need to efficiently access the RDC Hardware in order to perform the services for which RDC is responsible under this Agreement.

4.5 Services and Documentation to be Provided by RDC

4.5.1 Inventory of Property Transfer Matching.

- (a) *[transitional as long as needed]* RDC will match the Inventory of Property Transfer, Form PA-34, which is filed with DRA to the recorded sale information that is filed at the ten (10) New Hampshire county registries. As DRA continues the transition from old to new PA-34s, RDC will continue to conduct this matching from the images scanned by DRA using the RDC Hardware and transferred to RDC. As it relates to the old version of the PA-34, the so-called "Pano" numbers that DRA stamps on each PA-34 also using the RDC Hardware are essential to this matching work. RDC's services under this Section are further governed by the following provisions.
- (b) RDC will use reasonable efforts to match the coded forms to RDC's records and will include the matched PA-34 code in as many of the data records as possible that RDC provides to DRA under this Agreement. RDC shall be obligated under this provision only to match those PA-34 forms which were filed for sales for which RDC would have collected and provided data absent

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the matching requirement, it being acknowledged that RDC presently collects only information relating to those sales above minimum consideration.

- (c) *[transitional as it relates to the old PA-34s, and continuing as it relates to how DRA's provision of the new PA-34s to RDC under this Agreement relates to the "net balance of value" described in Section 7.9.2]* DRA's scanning of the PA-34 images using the RDC Hardware and the RDC Equalization Software provided for this purpose is an express condition of RDC being able to match the PA-34s to its sales data as provided herein. To achieve the purposes of this Section, the scanning of the PA-34 forms must take place after DRA has stamped the Pano on each PA-34 form. The electronic images resulting from the scanning of old form PA-34s shall, continue to be the property of RDC and the codes and any other data added by RDC to RDC's records and provided to DRA shall be considered as Equalization Data under this Agreement as part of the balance of value transferred between the Parties described in Section 7.9.2.

- 4.5.3 Technical Assistance to DRA Staff. RDC will provide such technical assistance, instruction, and explanation as may be necessary for DRA to use the Equalization Data and the RDC Equalization Software as appropriate. RDC will also provide offsite (and onsite if needed) technical assistance to DRA during the State's regularly scheduled work hours within twenty-four (24) hours of notification of a problem.

4.6 Specific Modifications, New PA-34s, New RDC Data, Software and Services

- 4.6.1 Completion of 2013 PA-34s. RDC will complete the 2013 equalization PA-34 cycle, which will include processing a substantial number of 2013 letters.. This will include processing (during 2014) of the old style PA-34s as they come in for all sales since 9/30/2013.
- 4.6.2 Provision of 2014 Equalization Data. RDC will provide the Equalization Data largely in the same format as historically provided (but modified as indicated in this Section) through the 2014 equalization cycle ending 9/30/2014. Continued supply of this Equalization Data is necessary to serve as a vehicle for continuing to supply the old style PA-34s as long as needed and also in order to assist the towns in equalization sale matching to their parcel records on the DRA Equalization System.
- 4.6.3 Processing of old Style PA-34s. RDC will process the old style PA-34s into the 2014 and 2015 equalization cycle, and work through the phase-out of the old style PA-34s and the switch over to the new PA-34s for as long as this takes during the Term. This is intended to provide continuity of presentation and service between the old and new PA-34s.
- 4.6.4 Expansion of Data Elements. Some additional information already available from existing historical sources can be added to the existing Data feed. The items stated below are available and can be added or, if already available, made more easily accessible if requested by DRA. The addition of these items is contingent on a specific request being given by DRA to RDC, because the rate at which DRA will develop suitable alternatives is unknown and it is not clear if or when DRA will need them. Items that can be added are as follows: Street addressing and such map/lot

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information as is available from existing PA-34s, multiple parcel indicators from RDC's work validity code assignments consistent with historic practice.

- 4.6.5 New Version of PA-34. DRA is adopting a new version of the PA-34 which it expects to be ramping up and to become operational during the Contract Period and thereafter. Irrespective of the manner in which DRA processes the new style PA-34s, DRA will provide the data from the new style PA-34s, together with any PA-34/parcel matching keys that DRA establishes as a result of DRA processing, to RDC on a schedule similar to which RDC regularly provides similar matching or other data to DRA. DRA provision of PA-34 data to RDC will be accomplished by copying the PA-34 data to a suitably provisioned directory on DRA computer systems for RDC to retrieve. The provision of such PA-34-to-parcel matching information shall be contingent on the extent to which the Parties have developed and implemented the Linked Key Map described in Section 4.6.8. The Parties understand and agree that they will be sharing and pooling PA-34-to-parcel matching information created by the other and it might not be evident which Party initially created any PA-34 parcel match. RDC understands that the DRA process may not provide images of the PA-34s but only the data that results from processing the forms and that, if RDC wishes (at its option) to publish or otherwise make available a "form-like" PA-34, RDC will need to render the data into a PA-34 likeness. RDC will adapt its own PA-34 processing to the conversion and create new internal processes to take in, process and publish the new PA-34 data as envisioned by this Agreement. The new processes that RDC establishes will blend together the old and new PA-34 versions. Whether or not or to whatever degree it is assisted by parcel matching from DRA, RDC will continue to match the PA-34s to its own sales records and make them available to the appraisal/real estate/financial community and to the towns as well under the provisions of Section 4.6.12.
- 4.6.6 Provision of Access to PA-34s and PA-34 Data. Consistent with and enabled by the provisions of Section 4.6.5, RDC agrees to use the PA-34 data it receives from DRA, in part, to fulfill DRA's and RDC's desire to promote access to the PA-34s and PA-34 data by those for whom the information contained in the PA-34s is useful for determining real estate sales validity and other purposes. PA-34s have been available to the towns through the RDC equalization system and otherwise through RDC's web site. RDC will convert its PA-34 presentation as described in Section 4.6.12 for the towns and also in Section 4.6.5 for more general use on its web site. DRA and RDC agree that the public purposes served by this arrangement include having the PA-34s readily available to the towns (via the RDC offerings described in Section 4.6.12 and otherwise) in a number of different formats (which RDC will provide) that are tailored to the specific needs of the towns and the different approaches the towns take to using the forms and the data. To the extent that the PA-34 information is available to the towns or consultants for independent use in their own work flows, it is easier and faster for the towns to match sales to their own parcel data and determine the other elements DRA needs for equalization, thereby hastening the towns' ability to meet their DRA filing requirements in a timely fashion. In addition, to the extent that the information in the PA-34s bears on questions of sales validity, while working on pick-ups and revaluations, the towns and their revaluation consultants can make better decisions about whether or not any given sale should have an impact on their market value estimates. This promotes DRA's mission to foster uniform and equitable assessments. Finally, PA-34 availability to

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the private appraisal market serves the public purpose of making the establishment of valuations that drive sales prices and mortgages more accurate and efficient.

- 4.6.7 Sales Matching. During the Contract Period, RDC expects to put its own statewide parcel database ("RDC SPD") into service and to begin matching the sales it collects from the Registries of Deeds to the parcel data in the RDC SPD in near-real-time. Upon request by DRA and agreement to further additional compensation for new services, RDC agrees to pass the parcel matching information to DRA with or in addition to the Equalization Data in a form yet to be determined but using the Linked Key Map described in Section 4.6.8 (the functioning of which is a prerequisite to the start of passing this sales matching data) and otherwise to allow DRA to determine the sale-to-parcel match. The Parties understand and agree that the standard for the matching information RDC will provide is that it is commercially useful to RDC and that RDC uses it in its own work and that this data is being passed to DRA for such uses as the DRA can devise to assist DRA in its own analogous matching efforts.
- 4.6.8 Construction of a Linked Key Map. RDC and DRA both now have parcel databases that contain records for all or most real estate parcels (as recorded by the towns in their assessing records) in New Hampshire. Upon request by DRA and agreement to further additional compensation for new services, the Parties wish to create a means of commonly identifying the parcels in their respective databases so that information with respect to parcels can be shared across links between the two databases without having to re-establish the data element to parcel match in each case. Accordingly, RDC and DRA will establish a key map between their respective parcel databases so that the identifying keys of parcels in each database can be linked by their keys to parcels in the other (the "Linked Key Map"). The data elements that will comprise the mutual keys will consist of parcel address information augmented by such other information as is mutually determined by theory and experience to be needed to effect the necessary linkage. It is understood and agreed that the creation of such a Linked Key Map involves a number of unknowns at inception and that the precise requirements can only be determined as the details are worked out. This effort will begin during the Contract Period, and the Parties will use their best efforts to make the Linked Key Map used and useful before the end of the Contract Period. It is the intention of the Parties that data will pass between their databases in either direction via the Linked Key Map. That is, data originating or modified by one Party can pass to the other Party across the connection while matched to the parcel that is identified on each side via the Linked Key Map. Each Party will provide its own resources and bear its own internal costs in establishing the Linked Key Map.
- 4.6.9 Mortgage Data. RDC collects information on both purchase money and refinance mortgages from the Registries of Deeds. RDC agrees to supply DRA with this mortgage information (the "Mortgage Data") in either or both of the following two forms, when and as requested by DRA:
- (a) RDC will provide access to the mortgage information via the Evaluation Data and Software (as defined in Section 4.6.16). To that end, RDC and DRA will collaborate to determine under actual use what elements and in what forms and presentations DRA can make use of this information.
 - (b) In lieu of or in addition to the access contemplated by subsection (a) above, at DRA's option, RDC will supply the Mortgage Data itself to DRA. In this event,

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[Signature]

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the data will consist of at least the following elements: Mortgagor name, Mortgagee name in the form in which RDC standardizes these, Mortgage amount, Property address, Parcel Key as determined by Linked Key Map established in Section 4.6.8 (and subject to availability according to the schedule set forth in that Section).

4.6.10 Equalization Data and Studies. DRA will provide RDC with the certain Equalization Data and results of its annual equalization calculations in a standard data format to be determined. The Equalization Data so provided will include: the resulting ratios and other statistics at the overall and strata levels, final municipal decisions relating to sales validity and the coded reasons, any final sales-to-parcel matching resulting from the municipal decisions made during the equalization process. DRA may provide the studies themselves and if DRA does so, RDC agrees to provide the studies to third parties as an additional element of undertaking to assist DRA with its 91-A obligations pursuant to Sections 4.6.6 and 4.6.16 of this Agreement. RDC agrees to provide DRA with any services or publications it develops and offers to third parties under this Section.

4.6.11 Properties Advertised for Foreclosure. Independently of any purpose related to this Agreement, RDC collects and publishes information on upcoming and past foreclosure auction notices. Subject to RDC's continuing publication of the same for its own purposes and further subject to the implementation of the Liked Key Map as provided in Section 4.6.8, RDC will pass to DRA the matched parcel keys of properties advertised for foreclosure auction. The intent is that DRA and the towns may use this information in its programs as an indicator of distress in determining sales validity. Upon request by DRA and agreement to further additional compensation for new services, in addition, RDC will provide other foreclosure data elements, to be determined, to DRA and will collaborate with DRA under Section 4.6.16 to develop software and capabilities that will allow DRA to use this information.

4.6.12 Municipal Services.

(a). As part of its ongoing parcel data collection which RDC conducts in support of its own parcel database, RDC offers a suite of publications to the towns as an optional quid pro quo in lieu of (in whole or in part) cash reimbursement to the towns for the costs of providing the parcel data extracts. As the DRA Data becomes available to RDC under the terms of this Agreement, RDC will include the following capabilities in this offering:

- (i) a service that will allow the towns to obtain and organize the PA-34s for their town, both current and new, in electronic and "book" form;
- (ii) the PA-34 data will be presented as searchable data;
- (iii) RDC's Standard Foreclosure service;
- (iv) a special "unrecorded foreclosures" service to show advertised foreclosure auctions for which a deed has not been a deed recorded. The intent of this service is to find properties for which the title has passed to a buyer (usually the mortgagee) but that buyer has not yet recorded the foreclosure deed. It is a common practice not to record

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such deeds, often for lengthy periods of time which makes it difficult for the towns to find the owners for tax purposes; and

- (v) a presentation of searchable Equalization Data statistics in formats RDC determines to be useful.
 - (b) Except as provided in this Section, RDC will promote this offering to the towns as being supported, in part, by the DRA as a service to the towns. This promotion will be initially presumed to be beneficial to both Parties; however, if either Party determines, in its sole but good faith judgment, that such mutual promotion is, or has become, contrary to its interests, that Party may give notice to the other Party of its judgment that this is the case. This mutual promotion clause shall then lapse and neither Party shall thereafter promote such a connection.
- 4.6.13 Contingent RDC Capabilities. As of the Effective Date of this Agreement, RDC retains the capability to support any or all aspects of an equalization program including those such as it has provided in the past and may do so in other jurisdictions. In consideration of the importance of the DRA's equalization program and the limited resources available generally for effecting and carrying out such a program, the DRA and RDC agree, without obligation, that with mutual further agreement at the time and further amendment (approved by Governor and Council) including, but not limited to Deliverables, Price and Term, this Agreement may be considered as a possible vehicle for the provision of such services in the event these become needed.
- 4.6.14 PA-34 to CD-57 Match File. Except as otherwise provided herein, during the Term of this Agreement, RDC will continue to create and provide the current monthly file that matches its sales data to old PA-34s. RDC will continue to provide this file unless the DRA notifies RDC that this file is no longer necessary (and DRA agrees to provide such notification if/when this file is no longer used and useful to DRA).
- 4.6.15 Provision of DRA Data to Third Parties. RDC agrees that, if and to the extent that RDC provides DRA Data to third parties in fulfillment of any DRA 91-A obligation and otherwise as is consistent with the terms of this Agreement, RDC will supply such DRA Data to such third parties on a time and materials cost basis but without charging a license fee for the DRA Data. In this connection, the Parties acknowledge and agree that the DRA Data, or any part thereof, might or might not be sufficient, by itself, for the ultimate purposes of any third party with respect to the DRA Data. RDC's fulfillment of any DRA 91-A obligation under this Agreement shall be limited to providing the DRA Data as-is subject to such reasonable requirements that RDC provide the DRA Data in a form that is generally useful to third parties. RDC specifically disclaims any implication or representation that the DRA Data, taken by itself, will be complete for the purposes of any third party or will allow the third party to usefully identify any sale or property or all sales or that the DRA Data, by itself, is useful for any purpose. The Parties understand and agree that if a third party wishes to perform meaningful analysis of any type that incorporates the DRA Data it might be necessary for that third party to purchase additional data elements to which RDC claims Intellectual Property Rights and for which RDC may and will charge a license fee in addition to such other fees as it deems reasonable under the circumstances. The portion of the license fee that RDC charges in such cases will not include a

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license fee for that component of the total amount of data provided that constitutes DRA Data. See Sections 9.5.4 and 9.5.5 for further information on RDC's commitment to provide data for which it does claim Intellectual Property Rights to third parties for purposes of this Agreement. See also the provisions of Section 4.8.4 for a description of the DRA Data.

- 4.6.16 Evaluation Data and Software As part of its ongoing product development, RDC has provided the DRA with enhanced special data sets, and has demonstrated new web based data presentation and query software, for DRA's evaluation (the "Evaluation Data and Software"). Past collaboration under this provision has resulted in some of the datasets described in this section being included in this Agreement. Upon request by DRA and agreement to further additional compensation for new services including but not limited to an incentive payment structures with respect to new data and software , RDC will continue to provide the Evaluation Data and Software and DRA shall continue its evaluation. All data and software provided be defined by mutual collaboration between the Parties. All activities under this Section shall be carried out under the terms of this Agreement as-written except that additional payment terms must be agreed upon before the data will be provided. Nothing in the operation of this section shall be deemed to cause or constitute a change in the terms of this Agreement and no development under this Section shall change the duties and obligations of either Party except (and without any obligation, expressed or implied, to do so), by duly authorized amendment to this Agreement or under a duly authorized subsequent agreement if any.

4.7 Exclusions
[Omitted]

4.8 Project Inputs
[Listed below are items to be provided by DRA]

- 4.8.4 DRA Data. The DRA Data shall consist of data originating in the first instance from DRA in the course of its normal and customary work, as specified herein, and provided to RDC under this Agreement. RDC does not claim Intellectual Property Rights in the DRA Data. More specifically, for purposes of this Agreement, the DRA Data shall consist of the following data:

- (a) PA-34 Data in the form provided by the DRA to RDC.
- (b) Equalization data and reports originating from the DRA Equalization System.
- (c) Sales-to-parcel matching data originating from DRA.
- (d) The DRA-side components of the Linked Key Map.

Data obtained by RDC directly from any registry, town, or other non-DRA source in bulk for all or a substantial portion of a town's property or other records and processed by RDC, in whole or in part for its own purposes, shall not become DRA Data by virtue of the fact that such data may at the same time or thereafter be used by DRA under this Agreement and be incorporated into DRA systems or datasets.

See also the provisions of Section 4.6.15 regarding RDC's obligation to provide DRA Data to third parties for equalization matters.

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4.8.5 Pano Stamping.

DRA will stamp the old form paper PA-34 forms with "Pano" numbers in an expeditious and accurate fashion in accordance with reasonable procedures and instructions established by RDC in consultation with DRA so that the purposes of the scanning and matching to the sales records are accomplished.

4.8.6 Scanning.

DRA will scan the old form paper PA-34 forms in an expeditious and accurate fashion in accordance with reasonable procedures and instructions established by RDC in consultation with DRA so that the purposes of the scanning are accomplished.

5. PROJECT MANAGEMENT AND RESPONSIBILITIES

The project will require the coordinated efforts of a project team consisting of both RDC and DRA personnel. The Parties acknowledge that cooperative project administration is essential to the success of the project. Both Parties agree to use mutually agreed processes and forms to report progress and to identify, track and resolve problems, issues and questions. Each Party shall appoint a project manager who shall be the primary representative of the Party in relation to administration and other matters relative to the technical activity of the project.

6. COMMUNICATIONS AND REPORTING

Joint communication is imperative for a successful project. RDC is providing pre-existing software, hardware, and services to the DRA under this Agreement, similar terms to which have been used successfully by DRA and RDC for many years. In order to determine the extent of progress on RDC's work and to evaluate the technical adequacy of RDC's work, RDC and DRA will continue to communicate and/or meet as needed.

7. ASSUMPTIONS AND DEPENDENCIES

In support of DRA's goals and objectives for the system, RDC has adopted the following assumptions to assist the integrated RDC project team to formulate an infrastructure and framework for project success. The assumptions are based on the collective experience of the RDC team in successfully completing large-scale systems integration projects.

7.1 Technical

7.1.1 Any changes in functional requirements or enhancements will be handled as per the Change Control Procedures (CCP) outlined in this Exhibit A (see Section 9).

7.1.2 DRA is responsible for the functionality and operation of its interfaces. DRA will also be responsible for administrative and operational functions and activities needed to interface with these external systems.

7.1.3 DRA will be responsible for the administration of the system security and backup.

**State of New Hampshire
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FFP Contract 2014-2016, Exhibit A
Statement of Work**

7.2 General

- 7.2.1 DRA will provide access to State information and managerial, technical, policy, and user personnel as reasonably required by the supplier to perform its obligations under the contract.
- 7.2.2 RDC will provide, on time, any personnel resources as mutually agreed upon.

7.3 Work Schedules

See Section 10.

7.4 Grant of Copyright and Other Intellectual Property Right Licenses

- 7.4.1 Grant of License of Equalization Data. Subject to and upon the terms and conditions of this Agreement (including, without limitation, the provisions of Section 7.5), RDC grants to DRA a non-exclusive, non-transferable license to use the Equalization Data during the Term (and thereafter as permitted by Section 2.3.3 of Exhibit C) by processing it for purposes of (a) calculating DRA's so-called "equalization ratios" and such other purposes as are expressly permitted by this Agreement, and (b) in processing the Equalization Data for purposes of fulfilling DRA's responsibility to administer tax laws, including certification of local assessments, oversight of local taxing jurisdictions, conducting or monitoring revaluations, and performing appraisals.
- 7.4.2 Grant of License of Evaluation Data and Software. Subject to and upon the terms and conditions of this Agreement (including, without limitation, the provisions of Section 7.6), RDC grants to DRA a non-exclusive, non-transferable license to use the Evaluation Data and Software during the Term (and thereafter as permitted by Section 2.3.3 of Exhibit C) and to use the Evaluation Data and Software for the purposes set forth in Section 4.6.16.
- 7.4.3 Grant of License of Teledex Data. Subject to and upon the terms and conditions of this Agreement (including, without limitation, the provisions of Section 7.7), RDC grants to DRA a non-exclusive, non-transferable license (a) during the Term, to use the Teledex Data accessed by DRA from RDC's Teledex system, and (b) after the Term, to use such Teledex Data as has been incorporated into DRA's records during the Term. This Agreement grants only the right to query the Teledex database on a case by case basis using Teledex itself as the query vehicle.
- 7.4.4 Grant of License of Mortgage Data. Subject to and upon the terms and conditions of this Agreement (including, without limitation, the provisions of Section 7.5), RDC grants to DRA a non-exclusive, non-transferable license to use the Mortgage Data during the Term (and thereafter as permitted by Section 2.3.3 of Exhibit C) and to use the Mortgage Data for the purposes set forth in Section 4.6.9.

7.5 License of RDC Data

- 7.5.1 Authorized Copies. DRA is not permitted to make any copies of the RDC Data, excepting only such number of copies of the RDC Data as may be (a) required for DRA's reasonable back-up, archival purposes, (b) permitted under Section 7.5.4 of

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Exhibit A, Page 16 of 25

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this Exhibit A and Section 2.5.7 of Exhibit C, (c) included in reports generated by the RDC Software for such equalization and other purposes as are expressly set forth in this Agreement, and (d) otherwise expressly permitted by this Agreement (including in Sections 7.5.4 and 7.5.5 of this Exhibit A and in Section 2.1.3 of Exhibit C). All such copies shall be the property of RDC and shall be subject to this Agreement. DRA agrees to reproduce and incorporate, in any and all copies of the RDC Data or RDC Data reports permitted to be made and disclosed by DRA, all Intellectual Property Rights notices of RDC included as part of the RDC Data reports generated by the RDC Software or as may otherwise be provided by RDC.

- 7.5.2 Limitations. DRA agrees to use the RDC Data only for the purposes for which DRA conducts equalization or tax administration and such other uses as may be specifically permitted by this Agreement. None of the RDC Data shall be used by or disclosed to any third party, directly or indirectly, excepting only such use or disclosure as may be specifically permitted by Sections 7.5.4 and 7.5.5 of this Exhibit A and Sections 2.1.3, 2.3.3, and 2.5.7 of Exhibit C.
- 7.5.3 Proprietary Rights. DRA shall not have any right, title, or interest in the RDC Data or in any of RDC's Intellectual Property Rights therein, except for DRA's right to use the RDC Data in accordance with this Agreement.
- 7.5.4 Provision of RDC Data to Third Parties.
- (a) In order for RDC to remain financially viable while performing during the Term of this Agreement and for the State therefore to continue to enjoy the public benefits of this Agreement, RDC must preserve its ability to sell data to other customers. The extent of the license grant for the RDC Data and the price established for such license under this Agreement therefore limit DRA's use of the RDC Data to DRA's equalization and internal use and such other uses as may be specifically permitted by this Agreement.
 - (b) Notwithstanding the foregoing limitation, DRA may provide Equalization Data to a third party who has a demonstrable interest in any single aspect of equalization provided that the Equalization Data is comingled with and has become fungible with the DRA Data in the normal course of DRA's use of the Equalization Data for the purposes for which DRA acquired rights to use the Equalization Data under this Agreement.
 - (c) DRA may not provide the RDC Data to third parties in the form in which the DRA receives the RDC Data from RDC if the same is not comingled and fungible with other DRA Data as provided in this Section. Alternatively, or in addition, DRA may notify any third party that the RDC Data and any DRA Data RDC may have under the terms of this Agreement is available from RDC.
 - (d) DRA may include the RDC Data in DRA's Mosaic Parcel Database, but only if the Mosaic Parcel Database also includes DRA Data that has substantial independent value over and above the value of the RDC Data included in the Mosaic Parcel Database (collectively, the RDC Data included in the Mosaic Parcel Database plus the DRA Data so included by DRA in the Mosaic Parcel Database is referred to as the "Aggregate Mosaic Data"). DRA may provide RDC Data as part of the Aggregate Mosaic Data to any third party for any DRA

**State of New Hampshire
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purpose. However, if any of the Aggregate Mosaic Data is made available to the general public, either commercially or at no charge, whether directly by DRA or by any third party to whom DRA provides such Aggregate Mosaic Data, RDC, at its option, may terminate this Agreement at any time thereafter by written notice to DRA.

7.5.5 Licensing and Pricing of RDC Data to Third Parties for 91-A Related Purposes.

- (a) With respect to a third party request that is unambiguously associated with a DRA 91-A obligation which RDC has undertaken under this Agreement, RDC agrees with DRA that RDC will offer to provide such RDC Data as might reasonably and necessarily be connected with the request to that third party under license terms that are appropriate to the request. RDC will charge a reasonable license fee for any RDC Data and reasonable expenses to be determined by RDC. Such fees and expenses will not be inconsistent with the terms of this Section and with the prices that RDC charges its other customers.
- (b) To the extent that a third party requests RDC Data under this Section and also requests DRA Data, RDC will not charge that third party a license fee for the DRA Data itself, but will only charge for RDC's reasonable expenses in supplying the DRA Data to such third party. As further described in Section 4.6.10, the RDC Data and the DRA Data may, and likely will be, commingled in a fashion that defies useful disaggregation and, accordingly, may or may not be held in forms that are or can be made suitable for use in disaggregated form by the third party.
- (c) The price of the data supplied to the third party will be the sum of the license fee for the RDC Data plus the expenses for supplying (and converting if necessary) both the RDC Data and the DRA Data.

7.6 License of RDC Software

[With respect to the RDC Equalization Software, this Section 9.6 is transitional and relates only to those parts of the RDC Equalization Software as remain in service at any point in time.]

7.6.1 Authorized Copies; Use Limitations; Proprietary Rights.

- (a) DRA is not permitted to make any copies of the RDC Software, excepting only such number of copies of the RDC Software as may be required for DRA's reasonable back-up, archival purposes. All such copies shall be the property of RDC and its licensors, as the case may be, and shall be subject to this Agreement. All Intellectual Property Rights notices of RDC and any third party shall be reproduced and incorporated into any and all copies of the RDC Software permitted to be made under this Section.
- (b) DRA agrees to use the RDC Software only for DRA's own internal operations. None of the RDC Software shall be used directly or indirectly by any third party. DRA agrees not to reverse engineer the RDC Software. No modification may be made by DRA to the RDC Software unless DRA obtains RDC's prior written consent. All modifications shall be the property of RDC and shall be subject to this Agreement.

**State of New Hampshire
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Statement of Work**

(c) DRA shall not have any right, title, or interest in the RDC Software or in any Intellectual Property Rights therein, except for DRA's right to use the RDC Software in accordance with this Agreement.

7.6.2 Third Party Software. If the RDC Software includes any third party software, then DRA's use of such third party software will also be governed by the terms and conditions of the third party's license agreement.

7.7 License of Teledex Data

7.7.1 Authorized Copies. DRA may make such copies of the Teledex Data as may be reasonably required for DRA's own internal purposes by viewing or transferring a display screen-full of the Teledex Data at a time onto paper or a magnetic data storage device that is under DRA's exclusive control. Any such copy transferred to a magnetic data storage device shall only be retained on such storage device for a period of time not to exceed thirty (30) days solely in order to facilitate DRA's permitted uses of the Teledex Data for the purposes of this Agreement. In addition, DRA may incorporate the Teledex Data into reports prepared by DRA for its own use.

7.7.2 Limitations. DRA agrees to use the Teledex Data only for DRA's own internal business operations. None of the Teledex Data shall, directly or indirectly, be used by or disclosed by any third party, excepting only such use or disclosure as may be specifically permitted by this Section 7.7 and by Section 7.4.3 of this Exhibit A and Section 2.5.7 of Exhibit C. DRA is not permitted to make copies of the Teledex Data, excepting only copies permitted under Section 7.7.1 of this Exhibit A and Section 2.5.7 of Exhibit C. All such copies shall be the property of RDC and shall be subject to this Agreement. DRA agrees to reproduce and incorporate RDC's Intellectual Property Rights notices in any and all copies of the Teledex Data or Teledex Data reports permitted to be made and disclosed by DRA under Section 2.5.7 of Exhibit C. The Teledex access and rights granted by this Agreement do not include the right to query Teledex in an automated fashion or to download the Teledex Data in bulk during any session or cumulatively over time. This Agreement specifically does not grant the right to assemble or use a database constructed from the Teledex Data or any derivation thereof.

7.7.3 Proprietary Rights. DRA shall not have any right, title, or interest in the Teledex Data or in any of RDC's Intellectual Property Rights therein, except for DRA's right to use the Teledex Data in accordance with this Agreement.

7.8 RDC Hardware

7.8.1 Ownership. The RDC Hardware is and shall remain the sole and exclusive property of RDC, and DRA shall have no right, title, or interest in the RDC Hardware. RDC will keep the RDC Hardware insured against loss or destruction.

7.9 Conditions

7.9.1 Discretion In Implementation. RDC must continue to be able to provide data, software and services under this Agreement at its own reasonable discretion, as under past agreements, so long as the broad purposes of this Agreement are

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State of New Hampshire
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accomplished. RDC's ability to exercise its own discretion in these matters is a critical factor in RDC's ability to meet its obligations and support DRA's programs under this Agreement. RDC will accommodate DRA requests and changes to the extent possible within the fixed price structure of this Agreement. However, the fixed prices under this Agreement are explicitly subject to RDC's retaining the discretion described in this Section. The RDC prices in this Agreement are substantially lower and the services RDC has agreed to undertake under this Agreement are substantially greater because RDC retains this discretion. If this discretion is removed or nullified by law or policy, RDC reserves the right to renegotiate the prices payable under and/or the terms of this Agreement or, if such terms cannot be renegotiated to RDC's satisfaction, terminate this Agreement.

- 7.9.2 Reciprocal Use of Data. RDC's entry into this Agreement, its granting of all licenses under this Agreement and the pricing contained in this Agreement are materially and inseparably contingent on RDC's being able to gain access to and continue to use the DRA Data in RDC's own publishing operations. RDC would not have entered into this Agreement absent such access and use. In order for RDC to perform under this Agreement, the RDC Data and the DRA Data must be commingled and used to "cross fertilize" each other in both RDC's publications for general use and the services that RDC provides to the DRA. The price paid by the State to RDC under this Agreement shall be deemed to be a measure of the "net balance" of value transferred between the Parties under the terms of this Agreement and such net balance shall be deemed to include the State having borne any expenses normally associated with the providing of public data or data under its discretion. If RDC's ability to conduct business under the terms of this provision is removed or nullified by law or policy, RDC reserves the right to renegotiate the prices payable under and/or the terms of this Agreement or, if such terms cannot be renegotiated to RDC's satisfaction, terminate this Agreement.
- 7.9.3 Scheduling. Within the time deadlines fixed for the equalization, DRA and RDC have historically maintained flexible time schedules. This has allowed both DRA and RDC to adjust to changing priorities and demands. RDC's pricing for this Agreement is contingent on retaining this historic measure of flexibility. Under the fixed pricing schedule set forth in this Agreement, and except as otherwise specifically provided in this Agreement, RDC shall only be obligated to undertake up to two projects involving significant change at any one time. If more projects involving significant change must be undertaken at any one time, then RDC must add additional resources and costs for "rush basis" work and will submit a request for additional funding under the Change of Scope provisions of Section 11. RDC is not required to undertake any such additional work unless its request for additional funding is approved.
- 7.9.4 Implementability. Under this Agreement, upon request by DRA and agreement to further additional compensation for new services, RDC is undertaking obligations to develop, change and evolve various datasets, software and RDC's services where the ultimate standards and criteria for these have not yet been established. As used in this Section, "develop, change and evolve" means to conceive and put into effect new data and systems and change existing software and systems to adapt the same to changing conditions. RDC will undertake all such efforts on a good faith basis. Since RDC does not have ultimate control over the nature and capabilities of the services that will be developed and the needs to be met, RDC's efforts to create and implement datasets, software and services under this Agreement are limited by

**State of New Hampshire
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whether or not it is reasonably possible to develop and implement the same. Lack of implementability, in this sense, is defined to include proposed or adopted objectives, standards or requirements that either will not work as intended, cannot be reduced to data, software and procedures, or will result in non-robust physical data and/or analytical outcomes. RDC will provide advice, if requested, as to the implementability of any proposed dataset, standards or requirements. If RDC, in good faith, believes that a dataset, standard or requirement is not implementable, RDC will so indicate in writing to DRA including RDC's reasons and expected consequences of attempting to implement the dataset, policy or standard. RDC and DRA will attempt to work out alternative solutions; however, RDC cannot ultimately be held accountable for not doing what it cannot reasonably do.

7.9.5 Responsibility. To the extent that any consultant of DRA, or any other third party under contract with DRA, accesses or otherwise uses any of the RDC Software or any of the RDC Data, DRA shall be responsible and liable to RDC for the acts and omissions of such consultant or other third party, in the same manner and to the same effect as if such actions and omissions were those of DRA itself.

8. CHANGE CONTROL PROCEDURES

8.1 Change Control Procedures

If either DRA or RDC wish to alter the scope of work under this Agreement, the following procedures will apply:

- (a) The entity that requests the change (the "Originator") will forward to the other Party (the "Recipient") a change request (a "Change Request"), which will include the following:
 - (i) Project identification
 - (ii) the Originator's name and title
 - (iii) the date of the Change Request
 - (iv) a description of the proposed change
 - (v) the reason for the proposed change
- (b) DRA will assign a number to and log each Change Request. All Change Requests will be categorized by the Originator as Priority 1 (urgent), Priority 2 (ordinary), or Priority 3 (post acceptance).
- (c) The Recipient will make reasonable efforts to investigate the impact of the Change Request on the scope of work and cost under this Agreement.
- (d) If DRA is the Originator, RDC will propose to DRA any changes to RDC's charges for the changes in the scope of work and cost.
- (e) If both Parties agree in writing on the changes in scope of work and any necessary amendments to the price(s) payable under this Agreement, then this Agreement will be changed to take into account the agreed changes to the scope of work and price(s) (subject to any necessary contract approvals).
- (f) If the Parties cannot agree on the proposed changes to the scope of work and/or price(s), then the Change Request will not be implemented.

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[Signature]

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9. INTERNAL ESCALATION PROCEDURE FOR DISPUTES

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

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

<u>LEVEL</u>	<u>RDC</u>	<u>DRA</u>	<u>ALLOTTED TIME</u>
First	Project Manager	Project Manager	5 Business Days
Second	President	Deputy Commissioner	15 Business Days
Third	President	Commissioner	20 Business Days

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

10. DELIVERABLES

RDC agrees to the following deliverables and deliverable dates.

<u>DELIVERABLE</u>	<u>SCHEDULED DUE DATE</u>
Teledex (copyright Real Data Corporation):	Effective Date
Balance of PA-34 Matching:	Effective Date (thereafter, Inventory of Property Transfer matching will be delivered on a continuous basis subject to availability of deed information from the registries through the end of the term)
Balance of Real Estate Transfers:	Effective Date (thereafter, transfers will be delivered on a continuous basis within 30 days of availability in the registry)
PA-34 Matching for such of the Contract Period as is needed:	Effective Date (thereafter, Inventory of Property Transfer matching will be delivered on a comingled and continuous basis with the 2013 PA-34s subject to availability of deed information from the registries)
Expansion of Equalization Data Elements:	Beginning as of the effective data in consultation with DRA.

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**State of New Hampshire
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Processing of new version of PA-34:	Beginning as soon as the same are available after the Effective Date and continuing thereafter.
Fulfillment of DRA 91-A Obligations with respect to PA-34s:	Effective Date for old PA-34s. Beginning within three months of the first availability of the new PA-34s to RDC.
Sales-to-Parcel Matching:	Upon request by DRA and agreement to further additional compensation for new services within a new additional contract, within three months of the date that the DRA parcel key information becomes available to RDC in a form to which RDC can design its side of the Linked Key Map.
Linked Key Map:	Upon request by DRA and agreement to further additional compensation for new services, within a new additional contract within three months of the date that the DRA parcel key information becomes available to RDC in a form to which RDC can design its side of the Linked Key Map.
Mortgage Data:	
Via	Effective Date
Provision of Raw Data	Effective Date.
Provision matched to RDC parcels	Upon request by DRA and agreement to further additional compensation for new services within a new additional contract.,
Presentation of Equalization Data and Studies within this contract:	Within three months of first receiving the same from DRA.
Properties Advertised for Foreclosure:	November 1, 2014 for 2014 equalization.
Municipal Services:	Effective Date for existing RDC services. November 1 2014 for other indicated services.
Contingent RDC Capabilities:	Effective Date
PA-34 to CD-57 Match Files:	Effective Date
Provision of DRA Data to Third Parties:	Effective Date
Evaluation Data and Software:	Upon request by DRA and agreement to further additional compensation for new services within a new additional contract.

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**State of New Hampshire
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FFP Contract 2014-2016, Exhibit A
Statement of Work**

11. POST IMPLEMENTATION SUPPORT

11.1 Warranties

11.1.1 During the Term, RDC provides a limited warranty regarding the Equalization Data under Section 2.2.1 of Exhibit C and a limited warranty regarding the RDC Equalization Software under Section 2.2.2 of Exhibit C. Such limited warranties are subject to such limitations thereon as are set forth in Section 2.2 of Exhibit C (including, without limitation, those set forth in Section 2.2.3 of Exhibit C).

11.2 Software Enhancements

11.2.1 During the Term, RDC will provide enhancements for the RDC Equalization Software, all as more particularly set forth in Section 4.6.

11.3 Software Maintenance

11.3.1 During the Term, RDC will maintain the RDC Equalization Software so that it provides the functionality required by this Agreement. Such maintenance will be provided within a reasonable period of time following RDC's receipt of a report from DRA that an error exists in the RDC Equalization Software and RDC's verification of the existence of such error.

11.4 Documentation Updates

11.4.1 During the Term, RDC will periodically update the documentation for the RDC Equalization Software provided under Section 4.5.2 to reflect changes made by RDC to the RDC Equalization Software.

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**State of New Hampshire
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FFP Contract 2014-2016, Exhibit A
Statement of Work**

CONTRACTOR SIGNATURE:

REAL DATA CORPORATION

REPRESENTATIVE: 
TITLE: President
COMPANY NAME: Real Data Corp.
DATE: 6/6/2014

AGENCY SIGNATURE:

STATE OF NEW HAMPSHIRE, DEPARTMENT OF REVENUE ADMINISTRATION

AGENCY REPRESENTATIVE: 
TITLE: Assistant Commissioner
AGENCY NAME: Department of Revenue Administration
DATE: 6/6/14

**State of New Hampshire
Department of Revenue Administration
FFP Contract 2014-2016, Exhibit B
Firm Fixed Price Payment Schedule**

Certain capitalized terms used in this Exhibit B are defined in Exhibit A to the Equalization Agreement of which this Exhibit B is a part. The Equalization Agreement includes the Form P-37 between The New Hampshire Department of Revenue Administration ("DRA") and Real Data Corporation ("RDC"), said Exhibit A (entitled "Statement of Work"), this Exhibit B, and Exhibit C (entitled "Amendments to Form P-37").

1.0 CHARGES.

1.1 Payments. DRA hereby agrees to pay to RDC the applicable monthly payment set forth in the table below for the RDC Data to be delivered by RDC to DRA for each month during the Contract Years set forth in the table below:

<u>Contract Year</u>		<u>Monthly Payment</u>
Accumulated PA-34 processing due on effective date	\$48,750.00	-
(7/1/2014-6/30/2015)	\$48,750.00	\$4062.50/mo
Total	\$97,500.00	-

where the amount of such monthly payment is the annual charge for such Contract Year divided by twelve (12).

1.2 Hourly and Travel Rates and Expense Limits. In the event that DRA requests services outside the scope of services to be provided by RDC under this Agreement, the following are RDC's current hourly and travel rates and charges for other expenses:

(a) Hourly Rates and Travel

Management - \$100.00

In-house programming - \$125.00

Outside consultants - \$125.00 or (with advance approval) actual cost plus 10% admin.

Office staff - \$65.00

(b) Auto travel per mile - \$0.56 (associated time limited to one-way)

(c) Meals - Not to exceed \$40.00 per day per person including gratuities.

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**State of New Hampshire
Department of Revenue Administration
FFP Contract 2014-2016, Exhibit B
Firm Fixed Price Payment Schedule**

- (d) Hotel – Actual cost at approved meetings, conventions, otherwise not to exceed \$175.00 per day.
- (e) Airfare – Not to exceed reasonably available business class fares, commensurate with the urgency and with advance scheduling of travel reasonable to the circumstances.
- (f) Car Rentals – Not to exceed \$60.00 per day with unlimited mileage, plus fuel (receipts required).

The listed rates and charges are valid through the end of 2014 and escalate at 5% per year thereafter. Rates and charges associated with other services (including, but not limited to, litigation), if any, will be negotiated on a case by case basis.

1.3 Assistance And Training of Municipalities, Inclusions, Limitations, Costs.
[Omitted]

1.4 Technical Assistance and Network Support to DRA Staff, Inclusions, Limitations, Costs.
[Omitted]

1.5 Billings and Payments.

- (a) RDC agrees to submit its bills, together with reasonable documentation, on a monthly basis for the RDC Data to be delivered by RDC. In accordance with past practice, RDC will submit its bill for the RDC Data to be delivered for a particular calendar month on or about the first day of the preceding calendar month (e.g., RDC will submit a bill to DRA on or about July 1, 2014 for the RDC Data to be delivered for the month of August 2014).

For the avoidance of doubt, the initial bill submitted by RDC will be for the first full calendar month of Fiscal year 2015 and the Accumulated PA-34 payment due on effective date on which this Agreement is approved by the Governor and Council.

- (b) DRA agrees to pay submitted bills within thirty (30) days.

2.0 TELEDEX

- 2.1 The charges for DRA's use of RDC's Teledex system are included in the charges set forth in Section 1.0 above.

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**State of New Hampshire
Department of Revenue Administration
FFP Contract 2014-2016, Exhibit B
Firm Fixed Price Payment Schedule**

CONTRACTOR SIGNATURE:

REAL DATA CORPORATION

REPRESENTATIVE: *Nancy A. A.*
TITLE: *President*
COMPANY NAME: *Real Data Corp*
DATE: *6/6/2014*

AGENCY SIGNATURE:

STATE OF NEW HAMPSHIRE, DEPARTMENT OF REVENUE ADMINISTRATION

AGENCY REPRESENTATIVE: _____
TITLE: _____
AGENCY NAME: _____
DATE: _____

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State of New Hampshire
Department of Revenue Administration
FFP Contract 2014-2016, Exhibit C
Amendments To Form P-37

Certain capitalized terms used in this Exhibit C are defined in Exhibit A to the Agreement of which this Exhibit C is a part. The Agreement includes the Form P-37 between The New Hampshire Department of Revenue Administration (“DRA”) and Real Data Corporation (“RDC”), said Exhibit A (entitled “Statement of Work”), Exhibit B (entitled “Firm Fixed Price Payment Schedule”), and this Exhibit C.

1.0 Amendments.

The provisions of Form P-37 are hereby amended for the purposes of this Agreement, as follows:

- 1.1 Section 4 (Conditional Nature of Agreement) is deleted in its entirety and replaced by Section 2.4.7 of this Exhibit C.
- 1.2 Section 5 (Contract Price/Price Limitation/Payment) shall be modified as follows:

Modify the last sentence of Section 5.2 by inserting “for the Services or any reimbursable expenses” after the word “Contractor”.

Modify Section 5.4 by inserting “for the Services or any reimbursable expenses” after the word “hereunder”.
- 1.3 Section 6 (Compliance by Contractor with Laws and Regulations/Equal Employment Opportunity) is deleted in its entirety and replaced by Section 2.5.2 of this Exhibit C.
- 1.4 Section 7 (Personnel) is deleted in its entirety. Approval by the Department of Personnel is not required because the Contractor is not an individual consultant. Hence, Provision 1.16 of Form P-37 is also not completed.
- 1.5 Section 8 (Event of Default/Remedies) is deleted in its entirety and replaced by Section 2.3 of this Exhibit C.
- 1.6 Section 9 (Data/Access/Confidentiality/Preservation) is deleted in its entirety and replaced by Sections 9.4, 9.5, 9.6, 9.7, and 9.11.2 of Exhibit A and Sections 2.1, 2.3.3, and 2.5.7 of this Exhibit C.
- 1.7 Section 10 (Termination) is deleted in its entirety.
- 1.8 Section 12 (Assignment/Delegation/Subcontracts) is deleted in its entirety and replaced by Section 2.5.3 of this Exhibit C.
- 1.9 Section 13 (Indemnification) is deleted in its entirety and replaced by Sections 2.2.5 and 2.5.6 of this Exhibit C.
- 1.10 Section 14 (Insurance) is deleted in its entirety.
- 1.11 Section 16 (Waiver of Breach) is deleted in its entirety and replaced by Section 2.4.5 of this Exhibit C.
- 1.12 Section 20 (Third Parties) is modified by Section 2.5.8 of this Exhibit C.

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Exhibit C, Page 1 of 11

**State of New Hampshire
Department of Revenue Administration
FFP Contract 2014-2016, Exhibit C
Amendments To Form P-37**

- 1.13 Section 23 (Severability) is deleted in its entirety and replaced by Section 2.4.6 of this Exhibit C.
- 1.14 Section 24 (Entire Agreement) is deleted in its entirety and replaced by Section 2.4.4 of this Exhibit C.

2.0 Additional Provisions

2.1 RDC's Proprietary Rights

2.1.1 Acknowledgments.

- (a) DRA acknowledges that the RDC Data has been and/or will be developed by RDC at great expense and that the amounts payable by DRA under this Agreement for use of the RDC Data represent only a portion of the costs so incurred by RDC. The information presented in the RDC Data cannot be obtained from any public source in the form presented by RDC. Rather, RDC edits, selects, standardizes, classifies, codes, and performs various calculations and otherwise processes and adds value to the information obtained by RDC from the public records using methods and procedures developed and maintained by RDC. DRA further acknowledges that it benefits from its ability to acquire and use the RDC Data at a cost that is substantially less than the cost which would be incurred by DRA if it were to develop this information on its own.

The foregoing provisions are intended to reference certain benefits made available to DRA by RDC under this Agreement. Other benefits to DRA, as well as certain benefits to RDC, are set forth in Section 9.11.2 of Exhibit A. The foregoing provisions are not intended to, and shall not be interpreted as, implying or providing RDC with the right to charge DRA more than the prices set forth in this Agreement for the license of the RDC Data and the RDC Software, the use of the RDC Hardware, or RDC's services to be provided under this Agreement.

- (b) DRA acknowledges that the RDC Software has been developed or obtained by RDC at great expense and that the RDC Software incorporates valuable trade secrets.

2.1.2 DRA Obligations.

- (a) DRA agrees to employ diligent efforts and exercise a reasonable degree of care so as to maintain the proprietary nature of the RDC Data and the RDC Software. Such degree of care shall be at least as high as the degree of care which DRA would normally be expected to exercise with respect to its own or other third party proprietary information. For the avoidance of doubt, the RDC Data and the RDC Software shall be considered to qualify as "confidential, commercial, or financial information" under RSA 91-A:5, IV and, therefore, to be exempt from the provisions of RSA Chapter 91-A.

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- (b) DRA also agrees to take appropriate action by instruction or agreement with DRA's employees or contractors who are permitted access to the RDC Data or the RDC Software in order to satisfy DRA's obligations under this Section. DRA agrees to notify RDC immediately of the occurrence of and the circumstances surrounding any unauthorized use, possession, or knowledge of the RDC Data or the RDC Software.
- (c) DRA agrees not to sell, transfer, publish, disclose, display, copy (except as otherwise expressly permitted by this Agreement), sublicense, or otherwise make available to any third party any of the RDC Data or RDC Software.

2.1.3 Permitted Disclosures of RDC Data.
[Omitted. This subject matter is covered in Exhibit A.]

2.2 Limitations.

2.2.1 Equalization Data Limited Warranty.

- (a) DRA acknowledges that RDC does not guaranty the accuracy of the RDC Data. Rather, RDC warrants to DRA that, with respect to the Equalization Data delivered by RDC to DRA for any particular Contract Year, such Equalization Data will be delivered to DRA in a form that meets the functionality requirements set forth in Section 4.1 of Exhibit A. RDC further warrants to DRA that RDC will (a) use reasonable care and diligence in the preparation of such Equalization Data, and (b) take reasonable steps to cause such Equalization Data to reflect accurately the information obtained from the public records. Such limited warranty shall automatically terminate upon the expiration or earlier termination of the Term.
- (b) DRA's exclusive remedy and RDC's entire liability, whether in contract, tort, strict liability, or otherwise, arising out of or in any way connected with any breach of the Equalization Data limited warranty set forth in subsection (a) above shall be either:
 - (i) at RDC's option, the correction or replacement of the defective Equalization Data, at RDC's own expense; or
 - (ii) otherwise, RDC's payment to DRA of the damages (excluding those damages specified in Section 2.2.5 of this Exhibit C) suffered by DRA as the direct and proximate result of such defect, limited to a maximum amount not to exceed the fees paid by DRA to RDC under this Agreement with respect to the defective Equalization Data for the Equalization Year (or shorter period) covered by such defective Equalization Data.

2.2.2 RDC Equalization Software Limited Warranty.

- (a) RDC warrants to DRA that the RDC Equalization Software will be delivered to DRA in a form that meets the functionality requirements set forth in Section 4.2

Initial all pages:
Contractor Initials NAS

Agency Initials [Signature]

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of Exhibit A; provided, that RDC does not warrant that the RDC Equalization Software is completely bug-free or without defects or errors. Such limited warranty shall automatically terminate upon the expiration or earlier termination of the Term.

- (b) DRA's exclusive remedy and RDC's entire liability, whether in contract, tort, strict liability, or otherwise, arising out of or in any way connected with any breach of the RDC Equalization Software limited warranty set forth in subsection (a) above shall be, at RDC's option and expense, the correction or replacement of the defective RDC Equalization Software so that it meets the functionality requirements set forth in Section 4.2 of Exhibit A.

2.2.3 Limitation of Warranties. With the sole exception of the Equalization Data limited warranty set forth in Section 2.2.1 and the RDC Equalization Software limited warranty set forth in Section 2.2.2, RDC MAKES AND DRA RECEIVES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO ANY OF THE RDC DATA, THE RDC HARDWARE, THE RDC SOFTWARE, OR ANY OTHER SOFTWARE, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT ARE SPECIFICALLY EXCLUDED. The foregoing disclaimer of warranties shall survive the expiration or termination of this Agreement.

2.2.4 Disclaimer: Verification.

- (a) RDC expressly disclaims responsibility for the accuracy and completeness of the public records used to prepare the RDC Data, whether with respect to (i) actual physical conditions or circumstances existing in fact, (ii) representations made by the parties between themselves or to the public officer at the time of recording, or (iii) procedures followed by the public officer or office and compliance with applicable laws and regulations (including, without limitation, the calculation and administration of the real estate transfer tax by the registries of deeds).
- (b) DRA understands and agrees that the RDC Data is to be used only for informational purposes and only as a reference to the information contained in the public records covered by the RDC Data.
- (c) The provisions of this Section 2.2.4 shall survive the expiration or termination of this Agreement.

2.2.5 Limitation of Liability.

- (a) IN NO EVENT SHALL RDC BE LIABLE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGES AS THE RESULT OF ANY BREACH OR DEFAULT BY RDC UNDER THIS AGREEMENT, EVEN IF RDC HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

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- (b) In no event shall RDC's liability for otherwise recoverable damages suffered by DRA as the result of a breach of this Agreement by RDC or the performance or non-performance by RDC under this Agreement exceed, in the aggregate for any and all such breaches, defects, and errors, the amount of the fees paid by DRA to RDC under this Agreement.
- (c) In no event shall DRA's liability for otherwise recoverable damages suffered by RDC as the result of a breach of this Agreement by DRA or the performance or non-performance by DRA under this Agreement exceed, in the aggregate for any and all such breaches, defects, and errors, the amount of the fees payable by DRA to RDC under this Agreement; provided, that the foregoing limitation shall not apply to losses or damages resulting from a breach or default by DRA under Sections 9.4, 9.5, 9.6, or 9.7 of Exhibit A or Sections 2.1 or 2.5.7 of this Exhibit C.
- (d) In no event shall DRA's liability for otherwise recoverable damages suffered by RDC as the result of a breach or default by DRA under Sections 9.4, 9.5, 9.6, or 9.7 of Exhibit A or Sections 2.1 or 2.5.7 of this Exhibit C exceed, in the aggregate for any and all such breaches and defaults, two times the amount of the fees payable by DRA to RDC under this Agreement.
- (e) The provisions of this Section 2.2.5 shall survive the expiration or termination of this Agreement.

2.3 Breach, Default and Termination

2.3.1 Breach or Default; Termination.

- (a) In the event that either party under this Agreement shall be in material breach of any of its obligations hereunder, the other party shall be entitled to send written notice thereof to the breaching party, in which event the breaching party shall be afforded thirty (30) days following its receipt of such written notice to remedy the breach. If the breach is not cured within said thirty (30) day period, then the breaching party shall be deemed to be in default under this Agreement. In addition to the above, a party shall be considered to be in default under this Agreement if such party becomes insolvent, makes an assignment for the benefit of its creditors, or has a receiver or trustee appointed for it or for its property.
- (b) In the event of a default under this Agreement as provided in subsection (a) above, the non-defaulting party may, during the continuance of the breach giving rise to such default, terminate this Agreement by giving the defaulting party written notice of termination and/or may pursue any other rights or remedies available at law or in equity, subject to any limitations thereon imposed by this Agreement.

2.3.2 Consequences of Expiration or Termination.

- (a) In the event of the termination or expiration of this Agreement:

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Agency Initials

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- (i) DRA's license under this Agreement to use the RDC Software and any third party software provided by RDC to DRA under this Agreement shall terminate; in which event DRA will, within thirty (30) days thereafter, (A) purge from any DRA Hardware or other DRA equipment all RDC Software and all such RDC-provided third party software thereon, and (B) certify in writing to RDC that DRA has done so;
 - (ii) DRA's right to access RDC's Teledex system and license to use the Teledex Data shall terminate, except for DRA's rights under Section 9.4.3 of Exhibit A to use such of the Teledex Data as has been incorporated into DRA's records during the Term;
 - (iii) DRA's right to use the RDC Hardware (including, for purposes hereof, all operating systems and other computer software thereon) will terminate; in which event DRA will make the RDC Hardware available to be picked up by RDC upon at least thirty (30) days' prior written notice given by RDC to DRA;
 - (iv) the communications link to RDC shall be terminated; and
 - (v) RDC shall have no further obligation to provide any services to DRA under this Agreement.
- (b) Termination or expiration of this Agreement shall not relieve DRA of the obligations imposed upon it by the provisions of this Agreement, which obligations shall survive any termination or expiration of this Agreement. No termination or expiration of this Agreement shall relieve either party from any liability under this Agreement for any existing breach or default in the payment or performance of any of said party's obligations under this Agreement, nor shall the same limit the other party's rights or remedies therefor.

2.3.3 Post-Term License to Use RDC Data. Notwithstanding anything to the contrary set forth in this Agreement, but subject to and conditioned upon DRA's payment to RDC of all amounts otherwise payable by DRA under this Agreement, in the event of the termination or expiration of this Agreement, DRA's license under this Agreement to use the RDC Data delivered by RDC to DRA prior to such termination or expiration shall continue as a perpetual paid-up license under the terms and conditions of this Agreement (which terms and conditions, excluding those terms and conditions dealing with the payment of money for periods after the termination date, shall be deemed to survive for this purpose). Notwithstanding the foregoing, (a) DRA shall not be entitled to receive further RDC Data under this Agreement, (b) the Equalization Data limited warranty under Section 2.2.1 shall no longer apply, and (c) RDC shall not be required to provide any further support or take any further action under this Agreement or otherwise (excepting only RDC's obligations in the event of any breach of the Equalization Data limited warranty under Section 2.2.1, which was reported by DRA to RDC during the Term).

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2.4 Miscellaneous

- 2.4.1 Specific Performance. DRA hereby stipulates and agrees with RDC that DRA has been advised by RDC that it would be impossible to measure in money the damages which would be suffered by RDC in the event of a breach or default by DRA of any of its obligations under Sections 9.4, 9.5, 9.6, and 9.7 of Exhibit A and Sections 2.1 and 2.5.7 of this Exhibit C. Accordingly, if RDC shall institute any action to enforce any of said obligations, DRA hereby agrees, to the extent permitted by law, that the claim or defense that RDC may have an adequate remedy at law is hereby waived, and RDC shall have the right to specific performance of said obligations in addition to any other rights or remedies otherwise available to RDC under this Agreement or provided by law.
- 2.4.2 Force Majeure. Notwithstanding anything to the contrary set forth in this Agreement, if RDC shall be delayed or hindered in, or prevented from, the performance of any act required under this Agreement by reasons of labor troubles, inability to obtain information or materials, failure of power, acts of God, restrictive governmental laws, regulations, or orders, riots, insurrection, war, year 2000 date-related malfunctions (except for such obligations regarding the same as have been specifically assumed by RDC under this Agreement), or other reasons beyond RDC's reasonable control, then the performance of any such act shall be excused for the period of the delay occasioned thereby and the time for the performance of any such act shall be extended for a period equivalent to the period of such delay. Without limiting the generality of the foregoing, DRA acknowledges that RDC's ability to deliver the RDC Data in a timely fashion depends on the availability of recorded information from all of the counties.
- 2.4.3 Binding Effect. This Agreement shall be binding upon and shall be for the benefit of the parties hereto and their respective legal representatives, successors, and assigns; provided, that DRA shall not be entitled to assign, sublicense, delegate, or otherwise transfer any of DRA's rights or obligations under this Agreement, except (a) as otherwise specifically permitted by this Agreement, or (b) with the prior written consent of RDC.
- 2.4.4 Entire Agreement. All oral and written representations, statements, purchase orders, memoranda, specifications, instruments, documents (including the RFP and the Proposal), and agreements heretofore made between RDC and DRA are merged into this Agreement, which (together with the Memorandum and any addenda hereto) constitutes the entire agreement between the parties with respect to the subject matter hereof.
- 2.4.5 Waiver. No waiver by either party of any breach or default by the other party of any provision of, or failure by either party to exercise in any respect any right or remedy provided in, this Agreement shall be deemed to be a waiver of any other breach or default, nor of any other right or remedy, of the same or other nature.
- 2.4.6 Severability. Each term, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law. If any term, condition, or provision of this Agreement, or the application thereof to any person or circumstance,

Initial all pages:

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Agency Initials

[Signature]

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shall be held invalid or unenforceable to any extent, then such term, condition, or provision shall be curtailed and limited to the extent necessary to bring it within the legal requirements and the remainder of this Agreement, and the application of such term, condition, or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

2.4.7 Conditional Nature of Agreement.

- (a) Notwithstanding anything in this Agreement to the contrary, DRA's payment obligations under this Agreement are contingent upon the availability and continued appropriation of funds by the State of New Hampshire, and in no event shall DRA be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of those funds, DRA shall have the right, which shall become effective upon its giving written notice thereof to RDC, either (i) to terminate this Agreement immediately upon RDC's receipt of such notice (or at any time thereafter which may be specified in such notice), or (ii) to withhold further payments to RDC under this Agreement from and after RDC's receipt of such notice (or at any time thereafter which may be specified in such notice) until such time as said funds become available, if ever.
- (b) While DRA shall have the right to withhold payment in the event of a reduction or termination of appropriated funds, as set forth in subsection (a) above, it is also understood and agreed that DRA shall nevertheless be bound by all of its obligations under this Agreement. Without limiting the generality of the foregoing, any such failure by DRA to pay any amount otherwise payable under this Agreement shall be deemed to be a material breach by DRA under this Agreement and RDC shall have all rights and remedies otherwise available to RDC as a result thereof (including, but not limited to, the right to terminate this Agreement under Section 2.3.1); provided, however, that RDC shall not have the right to collect payment of any such amount unless and until an appropriation of funds therefor has been made.

2.5 Special Covenants.

- 2.5.1 General Compliance with Laws. RDC shall comply with all federal, state, and local laws and ordinances applicable to any of the work involved in this Agreement (which term shall include any schedules attached hereto).
- 2.5.2 Equal Employment Opportunity. There shall be no discrimination against any employee who is employed in the work covered by this Agreement, or against any applicant for such employment, because of race, color, religion, sex, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. RDC shall insert a similar provision in all subcontracts for services covered by this Agreement.

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- 2.5.3 Assignability. RDC shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of DRA thereto; provided, however, that this Agreement may be assigned by RDC without such approval (a) as collateral security to a bank, trust company, or other financial institution, (b) to an affiliate of RDC, or (c) in connection with any sale of RDC or its business or assets. Notice of any assignment or transfer shall be furnished promptly to DRA.
- 2.5.4 Covenant Against Contingent Fees. RDC warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for RDC or its sister organizations, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than any such bona fide employees, any fee, commission, percentage, brokerage fee, gift, or other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, DRA shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- 2.5.5 Certificate of Vote. A copy of a Certificate of Vote of RDC authorizing its execution of this Agreement is attached and included herein by reference.
- 2.5.6 Sovereign Immunity. Nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State of New Hampshire, which immunity is hereby reserved to the State; provided, that this provision shall not operate to relieve DRA from its obligations set forth in this Agreement. This covenant shall survive the termination of this Agreement.
- 2.5.7 Court-Ordered Disclosure.
- (a) Notwithstanding DRA's non-disclosure obligations under Section 2.1 of this Exhibit C, DRA shall not be deemed to be in default thereunder if ordered to disclose any of the RDC Data or RDC Data reports by court order; provided, that DRA agrees:
- (i) not to seek any such court order requiring such disclosure, and
- (ii) in the event that DRA becomes aware of any such court order or of any petition or other request seeking any such court order, to use DRA's best efforts in good faith to advise RDC immediately (and, in any event, no later than seven (7) days from the date that DRA first becomes aware) of any such court order, petition, or other request.
- (b) If a court orders DRA to make any of the RDC Data or RDC Data reports available for public inspection or use, other than for purposes of challenging or supporting the equalization calculations made by DRA under RSA 76:1 and 21-J:3, XIII, then RDC shall have the right to terminate this Agreement immediately or at any time within sixty (60) days of RDC's receipt of a copy of

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such order. Such sixty (60) day period may be extended by agreement of DRA.

- 2.5.8 No Intended Third Party Beneficiaries. Without limiting the generality of Section 19 of Form P-37, this Agreement is not intended to and shall not confer upon any third party (including, without limitation, any municipality or other political subdivision of the State of New Hampshire) any rights whatsoever. To the extent that any provision of this Agreement expresses any obligations of a party that might be for the benefit of a third party, (a) such obligations are owed solely to the other party to this Agreement and not to said third party, and (b) said third party shall have no cause of action or other right to bring a claim under this Agreement by reason of such party's failure to perform any of such obligations. Notwithstanding the foregoing, RDC's successors and assigns shall be entitled to assert RDC's rights under this Agreement.

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MJS

RCR

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Department of Revenue Administration
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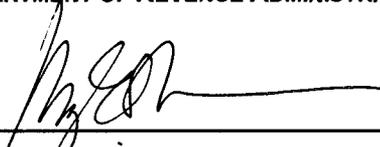
CONTRACTOR SIGNATURE:

REAL DATA CORPORATION

REPRESENTATIVE: 
TITLE: President
COMPANY NAME: Real Data Corp.
DATE: 10/6/2014

AGENCY SIGNATURE:

STATE OF NEW HAMPSHIRE, DEPARTMENT OF REVENUE ADMINISTRATION

AGENCY REPRESENTATIVE: 
TITLE: Assistant Commissioner
AGENCY NAME: Department of Revenue Administration
DATE: 6/6/14

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Real Data Corporation is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on June 8, 1978. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of April, A.D. 2014

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

**CONSENT OF THE SOLE DIRECTOR OF
REAL DATA CORPORATION**

The undersigned, being the sole director of Real Data Corporation (the "Corporation"), in lieu of a special Board of Directors meeting, hereby agrees and consents to the following:

RESOLVED: that Nancy J. Smith, the President of the Corporation, be and she hereby is authorized, empowered, and directed to execute and deliver on behalf of the Corporation an agreement to provide the New Hampshire Department of Revenue Administration with certain data, computer software, hardware, and services, all upon such terms and conditions as the President may approve; and that, in furtherance of the purposes of this resolution, the President is further authorized, empowered, and directed to take all such actions and to execute and deliver all such instruments, contracts, agreements, and documents as she may deem necessary or desirable.

I hereby certify that this consent has not been amended or repealed and remains in full force and effect as of the date of the contract to which this consent is attached. No further actions are taken by this consent.

Dated: April 10, 2014



Nancy J. Smith

being the sole director of the Corporation

CERTIFICATE OF VOTE

The undersigned, being the duly elected Assistant Secretary of Real Data Corporation (the "Corporation"), does hereby certify that the following is a true copy of a vote taken by the Board of Directors of the Corporation by Consent dated April 10, 2014:

RESOLVED: that Nancy J. Smith, the President of the Corporation, be and she hereby is authorized, empowered, and directed to execute and deliver on behalf of the Corporation an agreement to provide the New Hampshire Department of Revenue Administration with certain data, computer software, hardware, and services, all upon such terms and conditions as the President may approve; and that, in furtherance of the purposes of this resolution, the President is further authorized, empowered, and directed to take all such actions and to execute and deliver all such instruments, contracts, agreements, and documents as she may deem necessary or desirable.

I hereby certify that this consent has not been amended or repealed and remains in full force and effect as of the date of the contract to which this consent is attached.

Dated: April 10, 2014

Theresa A Price
Theresa A. Price, Assistant Secretary

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH, ss.

The foregoing instrument was acknowledged before me on the 10th day of April, 2014, by Theresa A. Price.

Mary A. Lazzar
~~Justice of the Peace~~ Notary Public

MARY A. LAZZAR
★ NOTARY PUBLIC - NEW HAMPSHIRE ★
My Commission Expires September 9, 2014

Print Name: MARY LAZZAR

My commission expires on: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/8/2014

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 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 FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Frances McEvoy	
	PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: fmcevoy@crossagency.com	
INSURED Real Data Corp,; Tollcom, LLC 103 Bay Street Manchester NH 03104	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Travelers Casualty & Surety Co	19046
	INSURER B: Travelers Indemnity Co	25658
	INSURER C: Navigators Ins Co.	42307
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 14-15 & 13-14 (Prof) REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		6804003P9551442	2/28/2014	2/28/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			6804003P9551442	2/28/2014	2/28/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	X		CUP6332P8751442	2/28/2014	2/28/2015	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	DED RETENTION \$						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			NY13MPL756801C	6/7/2013	6/7/2014	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
							Professional Liability
							DED: \$10,000
							Each Claim \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The NH Dept of Revenue Administration is named as Additional Insured.

Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER The NH Dept of Revenue Administration Steven Hamilton PO Box 487; 109 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 Frances McEvoy/FXM 