



John T. Beardmore
Commissioner

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



Kathryn E. Skouteris
Assistant Commissioner

May 13, 2015

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

Sole Source

REQUESTED ACTION

Authorize the Department Revenue Administration (DRA) to enter into a **sole source** contract with Axiomatic, LLC, of Portsmouth, NH, in an amount not to exceed \$815,159 for Municipal and Property Management System support and maintenance, as of July 1, 2015 and upon Governor and Council approval, through December 30, 2016. The contract may be extended for an additional one-year period with the approval of the Governor and Council.

Funding will be available contingent upon budget approval for fiscal years 2016 and 2017 in account titled Property Appraisal, as follows. **100% General Funds**

01-84-84-84-841010-5413-024	<u>FY 2016</u>	<u>FY 2017</u>
Maintenance Other Than Building	\$547,628	\$267,531

EXPLANATION

This request is **sole source** due to the fact that the DRA has developed the Municipal and Property Management System, a highly complex, custom assemblage of applications that requires the support of a contractor with a specialized set of knowledge. The selected contractor, Axiomatic of Portsmouth, New Hampshire, uniquely possesses such knowledge and ability and therefore will be able to provide the most efficient and cost effective solution for DRA. Specifically, Axiomatic principals have extensive, direct experience designing, developing and maintaining these specialized systems. The Municipal and Property Division and more than 1,000 municipal users rely on the system as the primary management interface for millions of data points that are collected annually to fairly apportion common tax burdens and calculate local property tax rates as constitutionally required.

The Municipal and Property Management System was developed beginning in 2010 under a cooperative agreement with the University of New Hampshire, through one of its "think-tanks" the Technology Transfer Center. The Technology Transfer Center has expressed no interest in the overall support and maintenance of the Municipal and Property Management System. It also no longer has the immediate capabilities to undertake that specialized work, as the primary architects of the system have left the Technology Transfer Center, and are now the principals of Axiomatic. As a result, Axiomatic now possess the unique knowledge base that is critical to efficiently provide DRA service and support for these systems that the state and municipalities rely upon.

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

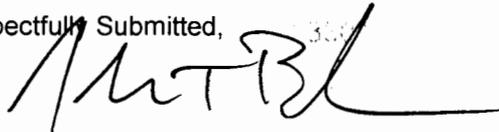
Individuals who need auxiliary aids for effective communication in programs and services of the Department of Revenue Administration are invited to make their needs and preferences known to the Department.

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Concord, New Hampshire 03301
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The three modules of the Municipal and Property Management System are a comprehensive equalization system, a municipal finance e-file and data management system, and a geospatial property management platform. These applications rely on continuous integration and standardization of inter-governmental data streams from a variety of sources including municipal assessors, county registrars of deeds, the New Hampshire Department of Education, municipal financial reports, and DRA real estate transfer forms. Axiomatic has prior experience managing and integrating these types of data streams specifically in a geospatial environment for equalization and municipal finance applications. This project also includes knowledge transfer to the Department of Information Technology (DoIT) for use in future initiatives and for continuity of operations. These systems provide operational efficiencies at the state and local level and have increased transparency and access to public records and analysis.

We respectfully request your consideration regarding this matter.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'JTB', written over the text 'Respectfully Submitted,'.

John T. Beardmore
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

Denis Goulet
Commissioner

May 11, 2015

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 Axiomatic, LLC ("Axiomatic") of Portsmouth, NH, as described below and referenced as DoIT No.2015-145.

Axiomatic shall provide the Department of Revenue Administration with a comprehensive equalization system, municipal e-file and data management system, and a GIS property management platform. The funding totals \$815,159.00 and the contract shall become effective upon Governor and Executive Council approval.

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, appearing to read "Denis Goulet", with a stylized flourish at the end.

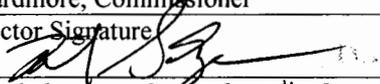
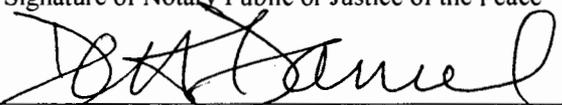
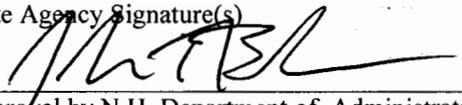
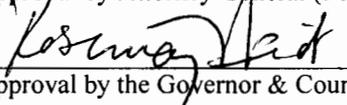
Denis Goulet

DG/ltn
2015-145

cc: Leslie Mason, DoIT
Kathryn Skouteris, DRA

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DEPARTMENT OF REVENUE ADMINISTRATION
Municipal and Property System Maintenance
CONTRACT 2015-145
CONTRACT AGREEMENT: Part 1 – GENERAL PROVISIONS**

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

GENERAL PROVISIONS			
1.1 State Agency Name NH Department of Revenue Administration		1.2 State Agency Address 109 Pleasant Street, PO Box 457 Concord, NH 03302-0457	
1.3 Contractor Name AXIOMATIC, LLC		1.4 Contractor Address 500 Market Street, Suite 2B Portsmouth, NH 03801	
1.5 Contractor Phone Number (603)498-3972	1.6 Account Number	1.7 Completion Date 12/30/16	1.8 Price Limitation \$815,159
1.9 Contracting Officer for State Agency John T. Beardmore, Commissioner		1.10 State Agency Telephone Number 603-230-5006	
1.11 Contractor Signature 		1.12 Name & Title of Contractor Signatory David Salzer, Principle	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>MERRIMACK</u> On <u>MAY 1, 2015</u> , 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] 			
1.13.2 Name & Title of Notary or Justice of the Peace <u>DENISE A. DANIEL, NOTARY PUBLIC MY COMMISSION EXPIRES 2/12/2019</u>			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signatory John T. Beardmore, Commissioner	
1.16 Approval by N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution) By:  Assistant Attorney General, On: <u>5-13-15</u>			
1.18 Approval by the Governor & Council By: _____ On: _____			

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TERMS AND DEFINITIONS

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

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed.
Acceptance Test Plan	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the application Software or the System.
Access Control	Supports the management of permissions for logging onto a computer or network.
Agreement	A contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document.
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system.
Best and Final Offer (BAFO)	For negotiated procurements, a Vendor's final offer following the conclusion of discussions.
CCP	Change Control Procedures.
Certification	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Control	Formal process for initiating changes to the proposed solution or process once development has begun.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
CM	Configuration Management
Completion Date	End date for the Contract.
Confidential Information	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i> .
Contract	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Agreement	Part 1 and Part 2. The documentation consisting of both the General Provisions and the Exhibits which represents the understanding and

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	acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work.
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract (See Contract Agreement – Part 1, Section 1.1: <i>Contract Documents</i>).
Contract Managers	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Contract Agreement – Part 1, Section 4: <i>Contract Management</i>).
Contract Price	The total, not to exceed amount to be paid by the State to the Contractor for product and services described in the Contract Agreement. This amount is listed in the Contract Agreement – Part 1, General Provisions Block 1.8 as well as Contract Agreement – Part 2, Exhibit B: <i>Payment and Price Schedule</i> , Paragraph 2.
Contractor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Contracted Vendor/Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Conversion Test	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System.
COTS	Commercial Off-The-Shelf Software.
CR	Change Request.
Cure Period	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
Custom Code	Code developed by the Vendor specifically for this project for the State of New Hampshire.
Custom Software	Software developed by the Vendor specifically for this project for the State of New Hampshire.
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term.
DBA	Database Administrator
Deficiencies/Defects	A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.

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Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
Department	An agency of the State.
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Digital Signature	Guarantees the unaltered state of a file.
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract.
Encryption	Supports the encoding of data for security purposes.
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders.
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing the Contract.
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.
GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Harvest	Software to archive and/or control versions of software.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
Implementation	The process for making the System fully operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Input Validation	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization.
Intrusion Detection	Supports the detection of illegal entrance into a computer system.
Invoking Party	In a dispute, the party believing itself aggrieved.

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Key Project Staff	Personnel identified by the State and by the Vendor as essential to work on the Project.
Licensee	The State of New Hampshire.
Non Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other.
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, July 4 th , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided.
Notice to Proceed (NTP)	The State Contract Manager’s written direction to the Vendor to begin work on the Contract on a given date and time.
Open Data Formats	A data format based on an underlying Open Standard.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
Open Standards	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Operational	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Team	The group of State employees and contracted Vendor’s personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality.
Project Management Plan	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful Project.
Project Managers	The persons identified who shall function as the State’s and the Vendor’s representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of

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	Change Requests (CR) utilizing the Change Control Procedures (CCP).
Project Staff	State personnel assigned to work with the Vendor on the Project.
Proposal	The submission from a Vendor in response to the Request for a Proposal or Statement of Work.
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
Review	The process of reviewing Deliverables for Acceptance.
Review Period	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network.
SaaS- Software as a Service	Occurs where the COTS application is hosted but the State does not own the license or the code. The vendor allows the use of the software as a part of their service.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract.
Service Level Agreement (SLA)	A signed agreement between the Vendor and the State specifying the level of Service that is expected of, and provided by, the Vendor during the term of the Contract.
Services	The work or labor to be performed by the Vendor on the Project as described in the Contract.
Software	All custom Software and COTS Software provided by the Vendor under the Contract.
Software Deliverables	COTS Software and Enhancements.
Software License	Licenses provided to the State under this Contract.
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor.
Specifications	The written Specifications that set forth the requirements which include, without limitation, the RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as

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	though completely set forth herein.
State	STATE is defined as: State of New Hampshire Department of Revenue Administration 109 Pleasant Street, PO Box 457 Concord, NH 03302-0457 Reference to the term "State," shall include applicable agencies.
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
State's Confidential Information	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A and RSA 21-J:14.
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 st through June 30 th of the following calendar year.
State Project Leader	State's representative with regard to Project oversight.
State's Project Manager (PM)	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor.
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined.
Technical Authorization	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement.
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through termination.

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Transition Services	Services and support provided when Axiomatic is supporting System changes.
UAT	User Acceptance Test.
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization.
Vendor/ Contracted Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Verification	Supports the confirmation of authority to enter a computer system, application or network.
Walk Through	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development.
Warranty Period	A period of coverage during which Vendor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Warranty Releases	Code releases that are done during the Warranty Period.
Warranty Services	The Services to be provided by the Vendor during the Warranty Period.
Work Hours	Vendor personnel shall work normal business hours between 8:00 am and 4:30 pm, 7.5 hour days, 37.5 hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Contract Agreement – Part 2, Exhibit I: <i>Statement of Work</i> . The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

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INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through New Hampshire Department of Revenue Administration (“State” or “DRA”), and Axiomatic, a New Hampshire Limited Liability Company, (“Axiomatic”), having its principal place of business at 500 Market Street, Suite 2A Portsmouth, NH 03801.

The State has developed three systems for the Municipal and Property Division, including a comprehensive equalization system, a municipal e-file and data management system, and a GIS property management platform. These applications require continuous data streams from a variety of sources including municipal assessors, county registrars of deeds, New Hampshire Department of Education, municipal financial reports and DRA real estate transfer forms. DRA wishes to engage Axiomatic to maintain these data streams in a manner consistent with the design of the systems and on a schedule commensurate with the needs of municipal and state users to meet their statutorily-assigned duties.

RECITALS

WHEREAS, the State desires to have Axiomatic provide system maintenance, data processing, training, technical support, and associated Services for the State;

WHEREAS, Axiomatic wishes to provide system maintenance, data processing, training, technical support, and associated Services for the State.

NOW, THEREFORE, the parties hereby agree as follows:

1. CONTRACT DOCUMENTS

1.1 CONTRACT DOCUMENTS

This Contract is comprised of the following documents (Contract Documents):

- A. Part 1 – The Contract Agreement – General Provisions
- B. Part 2 – Consolidated Exhibits
 - Exhibit A- Contract Deliverables
 - Exhibit B- Price and Payment Schedule
 - Exhibit C- Special Provisions
 - Exhibit D- Administrative Services
 - Exhibit E- Implementation Services
 - Exhibit F- Testing Services
 - Exhibit G- Maintenance and Support Services
 - Exhibit H- Requirements
 - Exhibit I- Work Plan
 - Exhibit J- N/A
 - Exhibit K- Warranty and Warranty Services

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Exhibit L- Training Services
Exhibit M- Certificates
Exhibit N- Attachment 1, Axiomatic Statement of Work

1.2 ORDER OF PRECEDENCE

In the event of conflict or ambiguity among any of the text of the Contract Documents, the following Order of Precedence shall govern:

- a. Part 1, State of New Hampshire, Department of Revenue Administration, Contract Agreement – General Provisions, Contract 2015-145.
- b. Part 2, State of New Hampshire, Department of Revenue Administration Contract 2015-145, Exhibits A-M.
- c. Part 2, State of New Hampshire, Department of Revenue Administration Contract 2015-145, Exhibit N, Axiomatic’s Statement of Work.

2. CONTRACT TERM

The Contract and all obligations of the parties hereunder shall become effective after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval (“Effective Date”).

The Contract shall begin on the Effective Date and extend through December 30, 2016. The Term may be extended up to 1 year, (“Extended Term”) at the sole option of the State, subject to the parties prior written agreement on applicable Services and fees for the extended term and subject to the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval.

Axiomatic shall commence work upon issuance of a Notice to Proceed by the State.

The State does not require Axiomatic to commence work prior to the Effective Date; however, if Axiomatic commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of Axiomatic. In the event that the Contract does not become effective, the State shall be under no obligation to pay Axiomatic for any costs incurred or Services performed; however, if the Contract becomes effective, all costs incurred prior to the Effective Date shall be paid under the terms of the Contract.

3. COMPENSATION

3.1 CONTRACT PRICE

The Contract Price, method of payment, and terms of payment are identified and more particularly described in Contract Agreement – Part 2, Exhibit B: *Price and Payment Schedule*.

AS

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

The State reserves the right to offset from any amounts otherwise payable to Axiomatic 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.

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 Contract Agreement – Part 1, General Provisions Page 1, Block 1.8: *Price Limitation*.

3.2 NON-EXCLUSIVE, NOT TO EXCEED CONTRACT

This is a Non-Exclusive, Not To Exceed Contract with price and term limitations as set forth in the Contract.

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal. Axiomatic shall not be responsible for any delay, act, or omission of such other vendors, except that Axiomatic shall be responsible for any delay, act, or omission of the other vendors if such delay, act, or omission is caused by or due to the fault of Axiomatic.

Notwithstanding any other provision of the Contract to the contrary, in no event shall total payments under the Contract exceed the amount listed in Contract Agreement – Part 1, General Provisions, Page 1, Block 1.8: *Price Limitation*.

4. CONTRACT MANAGEMENT

The Project will require the coordinated efforts of a Project Team consisting of both Axiomatic and State personnel. Axiomatic shall provide all necessary resources to perform its obligations under the Contract. Axiomatic shall be responsible for managing the Project to its successful completion.

4.1 THE VENDOR'S CONTRACT MANAGER

Axiomatic shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. Axiomatic's Contract Manager is:

David Salzer
500 Market Street, Suite 2B
Portsmouth, NH 03801
(603) 498-3972
David@axiomnh.com

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4.2 THE VENDOR'S PROJECT MANAGER

4.2.1 Contract Project Manager

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

4.2.2 The Axiomatic Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as Axiomatic's representative for all administrative and management matters. Axiomatic's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Contract Agreement – Part 1, Exhibit I: *Work Plan*, Section 2. Axiomatic's Project Manager must be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. Axiomatic's Project Manager must work diligently and use his/ her best efforts on the Project.

4.2.3 Axiomatic shall not change its assignment of Axiomatic Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of Axiomatic's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than Axiomatic Project Manager being replaced; meet the requirements of the Contract; and be subject to reference and background checks described above in Contract Agreement – Part 1, Section 4.2.1: *Contract Project Manager*, and in Contract Agreement – Part 1, Section 4.6: *Reference and Background Checks*, below. Axiomatic shall assign a replacement Axiomatic Project Manager within ten (10) business days of the departure of the prior Axiomatic Project Manager, and Axiomatic shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim Axiomatic Project Manager.

4.2.4 Notwithstanding any other provision of the Contract, the State shall have the option, at its discretion, to terminate the Contract, declare Axiomatic in default and pursue its remedies at law and in equity, if Axiomatic fails to assign an Axiomatic Project Manager meeting the requirements and terms of the Contract.

4.2.5 The Axiomatic Project Manager is:

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Patrick Santoso
500 Market Street, Suite 2B
Portsmouth, NH 03801
Tel: (603) 969-4673
Email: Patrick@axiomnh.com

4.3 AXIOMATIC KEY PROJECT STAFF

- 4.3.1** Axiomatic shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in the Contract. The State may conduct reference and background checks on Axiomatic Key Project Staff. The State reserves the right to require removal or reassignment of Axiomatic's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with Contract Agreement – Part 1, Section 4.6: *Background Checks*.
- 4.3.2** Axiomatic shall not change any Axiomatic Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of Axiomatic Key Project Staff will not be unreasonably withheld. The replacement Axiomatic Key Project Staff shall have comparable or greater skills than Axiomatic Key Project Staff being replaced; meet the requirements of the Contract and be subject to reference and background checks described in Contract Agreement – Part 1, Section 4.6: *Reference and Background Checks*,
- 4.3.3** Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare Axiomatic in default and to pursue its remedies at law and in equity, if Axiomatic fails to assign Key Project Staff meeting the requirements and terms of the Contract or if it is dissatisfied with Axiomatic's replacement Project staff.

4.4 STATE CONTRACT MANAGER

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

Kathryn E. Skouteris
Assistant Commissioner
NH Department of Revenue Administration
109 Pleasant Street, PO Box 457
Concord, NH 03302-0457

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Tel (603) 230-5006
kathryn.skouteris@dra.nh.gov

4.5 STATE PROJECT MANAGER

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

- a. Leading the Project;
- b. Engaging and managing all Axiomatic's deliverables and services;
- c. Managing significant issues and risks.
- d. Reviewing and accepting Contract Deliverables;
- e. Invoice sign-offs;
- f. Review and approval of change proposals; and
- g. Managing stakeholders' concerns.

The State Project Manager is:

Stephan Hamilton
Director, Municipal and Property Division
NH Department of Revenue Administration
109 Pleasant Street, PO Box 457
Concord, NH 03302-0457
Tel (603) 230-5960
stephan.hamilton@dra.nh.gov

4.6 REFERENCE AND BACKGROUND CHECKS

The State may, at its sole expense, conduct reference and background screening of the Axiomatic Project Manager and the Axiomatic Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement – Part 1, Section 11: *Use of State's Information, Confidentiality*.

5. DELIVERABLES

5.1 VENDOR RESPONSIBILITIES

Axiomatic shall be solely responsible for meeting all requirements, and terms and conditions specified in this Contract, regardless of whether or not a subcontractor is used.

Axiomatic may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in Contract Agreement – Part 1, Section 16: *Assignment, Delegation and Subcontracts* herein and Contract Agreement – Part 1, Section 18: *General Terms and Conditions* herein. Axiomatic must submit all information and documentation

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relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider Axiomatic to be wholly responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

5.2 DELIVERABLES AND SERVICES

Axiomatic shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan for this Contract, and as more particularly described in Contract Agreement – Part 2, Exhibit A: *Contract Deliverables*.

Upon its submission of a Deliverable or Service, Axiomatic represents that it has performed its obligations under the Contract associated with the Deliverable or Service.

5.3 NON-SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE

After receiving written Certification from Axiomatic that a Non-Software or Written Deliverable is final, complete, and ready for Review, the State will Review the Deliverable to determine whether it meets the Requirements outlined in the Contract, including Contract Agreement – Part 2, Exhibit A: *Contract Deliverables*. The State will notify Axiomatic in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of Axiomatic's written Certification. If the State rejects the Deliverable, the State shall notify Axiomatic of the nature and class of the Deficiency and Axiomatic shall correct the Deficiency within the period identified in the Work Plan. If no period for Axiomatic's correction of the Deliverable is identified, Axiomatic shall correct the Deficiency in the Deliverable within five (5) business days. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify Axiomatic of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If Axiomatic fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require Axiomatic to continue until the Deficiency is corrected, or immediately terminate the Contract, declare Axiomatic in default, and pursue its remedies at law and in equity.

5.4 SYSTEM/SOFTWARE TESTING AND ACCEPTANCE

System/Software Testing and Acceptance shall be performed as set forth in the Test Plan and more particularly described in Contract Agreement – Part 2, Exhibit F: *Testing Services*.

5.5 SECURITY

The State must ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of its information technology resources, information, and services. State resources, information, and services must be available on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and safeguard State networks, Systems and Data.

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IT Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation.

All components of the Software shall be reviewed and tested to ensure they protect the State's hardware and software and its related Data assets. See Contract Agreement – Part 2, Exhibit F: *Testing Services* for detailed information on requirements for Security testing.

6. WARRANTY

Axiomatic shall provide the Warranty and Warranty Services set forth in the Contract, and particularly described in Contract Agreement – Part 2, Exhibit K: *Warranty and Warranty Services*.

7. SERVICES

Axiomatic shall provide the Services required under the Contract Documents. All Services shall meet, and be performed, in accordance with the Specifications.

7.1 ADMINISTRATIVE SERVICES

Axiomatic shall provide the State with the administrative Services set forth in the Contract, and particularly described in Contract Agreement – Part 2, Exhibit D: *Administrative Services*.

7.2 IMPLEMENTATION SERVICES

Axiomatic shall provide the State with the Implementation Services set forth in the Contract, and particularly described in Contract Agreement – Part 2, Exhibit E: *Implementation Services*.

7.3 TESTING SERVICES

Axiomatic shall perform testing Services for the State set forth in the Contract, and particularly described in Contract Agreement – Part 2, Exhibit F: *Testing Services*.

7.4 TRAINING SERVICES

Formal training and knowledge transfer activities shall ensure that the DRA staff is prepared to assume responsibility for the Axiomatic System. Staff training requirements are described in Contract Agreement – Part 2, Exhibit L: *Training Services* and Contract Agreement – Part 2, Exhibit N: *Statement of Work*. Axiomatic shall provide knowledge transfer services to DRA/DoIT staff members. These knowledge transfer activities shall be documented in a Knowledge Transfer Plan that addresses the following: formal technical training sessions, available resources and documentation, help desk support, mentorship, and performance metrics.

7.5 MAINTENANCE AND SUPPORT SERVICES

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Axiomatic shall provide the State with Maintenance and support Services for the Software set forth in the Contract, and as particularly described in Contract Agreement – Part 2, Exhibit G: *Maintenance and Support Services*.

8. WORK PLAN DELIVERABLE

Axiomatic shall provide the State with a Work Plan that shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule.

The initial Work Plan shall be a separate Deliverable and is set forth in Contract Agreement – Part 2, Exhibit I: *Work Plan*. Axiomatic shall update the Work Plan as necessary, but no less than every two weeks, to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule. Any such updates to the Work Plan must be approved by the State, in writing, prior to final incorporation into Contract Agreement – Part 2, Exhibit I: *Work Plan*. The updated Contract Agreement – Part 2, Exhibit I: *Work Plan*, as approved by the State, is incorporated herein by reference.

Unless otherwise agreed in writing by the State, changes to the Contract Agreement – Part 2, Exhibit I: *Work Plan* shall not relieve Axiomatic from liability to the State for damages resulting from Axiomatic's failure to perform its obligations under the Contract, including, without limitation, performance in accordance with the Schedule.

In the event of any delay in the Schedule, Axiomatic must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of Axiomatic or the State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project.

In the event additional time is required by Axiomatic to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from Axiomatic's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract for default, at its discretion, if it is dissatisfied with Axiomatic's Work Plan or elements within the Work Plan.

9. CHANGE ORDERS

The State may make changes or revisions at any time by written Change Order. Within five (5) business days of Axiomatic's receipt of a Change Order, Axiomatic shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

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Axiomatic may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. The State shall attempt to respond to Axiomatic's requested Change Order within five (5) business days. The State Agency must approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

All Change Order requests from Axiomatic to the State, and the State acceptance of Axiomatic's estimate for a State requested change, will be acknowledged and responded to, either acceptance or rejection, in writing. If accepted, the Change Order(s) shall be subject to the Contract amendment process, as determined to apply by the State.

10. INTELLECTUAL PROPERTY

10.1 SOFTWARE TITLE

Title, right, and interest (including all ownership and intellectual property rights) in the Software, and its associated Documentation, shall remain with the State.

The State shall hold all ownership, title, and rights in any Custom Software developed in connection with performance of obligations under the Contract, or modifications to the Software, and the associated Documentation including any and all performance enhancing operational plans and Axiomatic's special utilities. The State shall have sole right to produce, publish, or otherwise use such Software, modifications, and Documentation developed under the Contract and to authorize others to do so.

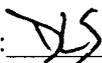
In no event shall Axiomatic be precluded from developing for itself, or for others, materials that are competitive with, or similar to Custom Software, modifications developed in connection with performance of obligations under the Contract. In addition, Axiomatic shall be free to use its general knowledge, skills, experience, and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this agreement.

10.2 STATE'S DATA AND PROPERTY

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

10.3 VENDOR'S MATERIALS

Subject to the provisions of this Contract, Axiomatic may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the



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confidentiality provision of this Contract, Axiomatic shall not distribute any products containing or disclose any State Confidential Information. Axiomatic shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Contract, provided that such is not obtained as the result of the deliberate memorization of the State Confidential Information by Axiomatic employees or third party consultants engaged by Axiomatic.

Without limiting the foregoing, the parties agree that the general knowledge referred to herein cannot include information or records not subject to public disclosure under New Hampshire RSA Chapter 91-A and RSA 21-J:14, which includes but is not limited to the following: records of grand juries and petit juries; records of parole and pardon boards; personal school records of pupils; records pertaining to internal personnel practices, financial information, test questions, scoring keys and other examination data use to administer a licensing examination, examination for employment, or academic examination and personnel, medical, welfare, library use, video tape sale or rental, and other files containing personally identifiable information that is private in nature.

10.4 STATE WEBSITE COPYRIGHT

WWW Copyright and Intellectual Property Rights

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

10.5 CUSTOM SOFTWARE SOURCE CODE

Axiomatic shall provide the State with a copy of the source code for the Custom Software.

10.6 SURVIVAL

This Contract Agreement – Part 1, Section 10: *Intellectual Property* shall survive the termination of the Contract.

11 USE OF STATE'S INFORMATION, CONFIDENTIALITY

11.1 USE OF STATE'S INFORMATION

In performing its obligations under the Contract, Axiomatic may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: *Access to Governmental Records and Meetings* (see e.g. RSA Chapter 91-A: 5 *Exemptions*) and RSA 21-J:14: *Confidentiality of Department Records*. Axiomatic shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as directly connected to and necessary for Axiomatic's performance under the Contract.

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11.2 STATE CONFIDENTIAL INFORMATION

Axiomatic shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively “release”), all State Confidential Information that becomes available to Axiomatic in connection with its performance under the Contract, regardless of its form.

Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof; (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party; (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

Axiomatic and its employees and subcontractors shall acknowledge and be subject to the laws and rules governing the disclosure of State Confidential Information. Any disclosure of the State Confidential Information shall require the prior written approval of the State. Axiomatic shall immediately notify the State if any request, subpoena or other legal process is served upon Axiomatic regarding the State Confidential Information, and Axiomatic shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

In the event of the unauthorized release of State Confidential Information, Axiomatic shall immediately notify the State, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

11.3 VENDOR CONFIDENTIAL INFORMATION

Insofar as Axiomatic seeks to maintain the confidentiality of its confidential or proprietary information, Axiomatic must clearly identify in writing all information it claims to be confidential or proprietary. Axiomatic acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A and RSA 21-J:14. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State and federal laws or regulations, including but not limited to, RSA Chapter 91-A and RSA 21-J:14. In the event the State receives a request for the information identified by Axiomatic as confidential, the State shall notify Axiomatic and specify the date the State will be releasing the requested information. At the request of the State, Axiomatic shall cooperate and assist the State with the collection and review of Axiomatic’s information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the

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information shall be Axiomatic's sole responsibility and at Axiomatic's sole expense. If Axiomatic fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Axiomatic, without any liability to Axiomatic.

11.4 SURVIVAL

This Contract Agreement – Part 1, Section 11: *Use of State's Information, Confidentiality*, shall survive termination or conclusion of the Contract.

12 LIMITATION OF LIABILITY

12.1 STATE

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to Axiomatic shall not exceed the total Contract price set forth in Contract Agreement – Part 1, General Provisions, Block 1.8.

12.2 AXIOMATIC

Subject to applicable laws and regulations, in no event shall Axiomatic be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and Axiomatic's liability to the State shall not exceed two times (2X) the total Contract price set forth in Contract Agreement – Part 1, General Provisions, Block 1.8.

Notwithstanding the foregoing, this limitation of liability shall not apply to Axiomatic's indemnification obligations set forth in the Contract Agreement – Part 1, Section 13: *Indemnification* and confidentiality obligations in Contract Agreement – Part 1, Section 11: *Use of State's Information, Confidentiality*, which shall be unlimited.

Axiomatic expressly disclaims responsibility for the accuracy and completeness of any and all data, including public records collected on the State's behalf. The State understands and agrees that the State shall be solely responsible for the accuracy, verification and/or certification of any and all data and calculations, and that Contractor makes no representations or warranties regarding the accuracy or completeness of any results achieved through the Applications other than those set forth in Contract Agreement – Part 2, Exhibit K, *Warranty and Warranty Services*.

12.3 STATE'S IMMUNITY

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 shall survive termination or Contract conclusion.

12.4 SURVIVAL

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This Contract Agreement – Part 1, Section 12: *Limitation of Liability* shall survive termination or Contract conclusion.

13 INDEMNIFICATION

Axiomatic 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 Axiomatic. 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 Section 13 shall survive the termination of this Contract.

14 TERMINATION

This Section 14 shall survive the termination or Contract Conclusion.

14.1 TERMINATION FOR DEFAULT

Any one or more of the following acts or omissions shall constitute an event of default hereunder (“Event of Default”)

- a. Failure to perform the Services satisfactorily or on schedule;
- b. Failure to submit any report required; and/or
- c. Failure to perform any other covenant, term or condition of the Contract.

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

- a. Unless otherwise provided in the Contract, the State shall provide Axiomatic written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time thirty (30) days from the date of notice, unless otherwise indicated within by the State (“Cure Period”). If Axiomatic fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving Axiomatic notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.
- b. Give Axiomatic a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the Contract price which would otherwise accrue to Axiomatic during the period from the date of such notice until such time as the State determines that Axiomatic has cured the Event of Default shall never be paid to Axiomatic.
- c. Set off against any other obligations the State may owe to Axiomatic any damages the State suffers by reason of any Event of Default.

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- d. Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.
- e. Procure Services that are the subject of the Contract from another source and Axiomatic shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

14.1.2 Upon the occurrence of Event of Default 14.1(c.), Axiomatic shall provide the State with written notice of default specifying the State's failure to perform in accordance with the Contract and requiring such default to be remedied within thirty (30) days from the date of the notice. If the Event of Default is not timely remedied, Axiomatic may pursue any and all rights and remedies available to it at law or in equity.

14.2 TERMINATION FOR CONVENIENCE

14.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to Axiomatic. In the event of a termination for convenience, the State shall pay Axiomatic the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with Contract Agreement – Part 2, Exhibit B, *Price and Payment Schedule*.

14.2.2 During the thirty (30) day period, Axiomatic shall wind down and cease Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services.

14.3 TERMINATION FOR CONFLICT OF INTEREST

14.3.1 The State may terminate the Contract by written notice if it determines that a conflict of interest exists, including but not limited to, a violation by any of the parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of Contracts.

In such case, the State shall be entitled to a pro-rated refund of any current development, support, and maintenance costs. The State shall pay all other contracted

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payments that would have become due and payable if Axiomatic did not know, or reasonably did not know, of the conflict of interest.

- 14.3.2** In the event the Contract is terminated as provided above pursuant to a violation by Axiomatic, the State shall be entitled to pursue the same remedies against Axiomatic as it could pursue in the event of a default of the Contract by Axiomatic.

14.4 TERMINATION PROCEDURE

14.4.1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Axiomatic to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.

14.4.2 After receipt of a notice of termination, and except as otherwise directed by the State, Axiomatic shall:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Axiomatic and in which the State has an interest;
- d. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State; and
- e. Provide written Certification to the State that Axiomatic has surrendered to the State all said property.
- f. Assist in Transition Services, as reasonably requested by the State at no additional cost.

15 CHANGE OF OWNERSHIP

In the event that Axiomatic should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with Axiomatic, its successors or assigns for the full remaining term of the Contract; continuing under the Contract with Axiomatic, its successors or

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assigns for such period of time as determined necessary by the State; or immediately terminate the Contract without liability to Axiomatic, its successors or assigns.

16 ASSIGNMENT, DELEGATION AND SUBCONTRACTS

16.1 Axiomatic shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent shall not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.

16.2 Axiomatic shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall neither relieve Axiomatic of any of its obligations under the Contract nor affect any remedies available to the State against Axiomatic that may arise from any event of default of the provisions of the contract. The State shall consider Axiomatic to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

16.3 Notwithstanding the foregoing, nothing herein shall prohibit Axiomatic from assigning the Contract to the successor of all or substantially all of the assets or business of Axiomatic provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that Axiomatic should change ownership, as permitted under Contract Agreement, Part 1, Section 15: *Change of Ownership*, the State shall have the option to continue under the Contract with Axiomatic, its successors or assigns for the full remaining term of the Contract; continue under the Contract with Axiomatic, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to Axiomatic, its successors or assigns.

17 DISPUTE RESOLUTION

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

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

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Dispute Resolution Responsibility and Schedule Table

LEVEL	AXIOMATIC	STATE	<u>CUMULATIVE ALLOTTED TIME</u>
Primary	Patrick Santoso Principal	Stephan Hamilton, State Project Manager (PM)	5 Business Days
First	David Salzer Principal	Kathryn E. Skouteris, Assistant Commissioner	10 Business Days
Second	David Salzer Principal	John T. Beardmore Commissioner	15 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.

18 GENERAL TERMS AND CONDITIONS

18.1 CONDITIONAL NATURE OF CONTRACT

Notwithstanding any provision of the Contract to the contrary, all obligations of the State, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate the Contract immediately upon giving Axiomatic notice of such termination.

The State shall not be required to transfer funds from any other account to the account identified in Contract Agreement – General Provisions, Part 1, Page 1, Block 1.6: *Account No.* in the event funds in that account are reduced or unavailable.

18.2 COMPLIANCE BY AXIOMATIC WITH LAWS AND REGULATIONS: EQUAL EMPLOYMENT OPPORTUNITY

18.2.1 In connection with the performance of the Contract, Axiomatic shall comply with all statutes, laws, regulations, orders of federal, state, county or municipal authorities which impose any obligation or duty upon Axiomatic, including, but not limited to, civil rights and equal opportunity laws.

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Axiomatic shall also comply with all applicable local, State and federal licensing requirements and standards necessary in the performance of the Contract. In addition, Axiomatic shall comply with all applicable copyright laws.

18.2.2 During the term of the Contract, Axiomatic shall not discriminate against employees or applicants for employment in violation of applicable State or federal laws, including but not limited to non discrimination because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and shall take affirmative action to prevent such discrimination.

18.2.3 If the Contract is funded in any part by monies of the United States, Axiomatic 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 issues to implement these regulations. Axiomatic further agrees to permit the State, or United States, access to any of Axiomatic's pertinent books, records, and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and covenants and conditions of the Contract.

18.3 REGULATORY/GOVERNMENT APPROVALS

Axiomatic shall obtain applicable regulatory or other governmental approvals necessary for it to perform its obligations under the Contract.

18.4 WORKERS' COMPENSATION.

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

18.4.2 To the extent Axiomatic is subject to the requirements of N.H. RSA chapter 281-A, Axiomatic 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. Axiomatic 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 Axiomatic, or any subcontractor or employee of Axiomatic, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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18.5 PERSONNEL

- 18.5.1** The performance of Axiomatic's obligations under the Contract shall be carried out by Axiomatic. Axiomatic shall, at its own expense, provide all personnel, materials and resources required under the Contract and as necessary to perform Axiomatic's obligations under the Contract. Axiomatic warrants that all personnel engaged in the Contract Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
- 18.5.2** Unless otherwise authorized in writing, during the term of the Contract, and for a period of six (6) months after the Completion Date of the Contract (Contract Agreement – General Provisions, Part 1, Page 1, Block 1.7), Axiomatic 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 the Contract. This provision shall survive termination of the Contract.

18.6 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 Axiomatic.

18.7 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 Contract Agreement – Part 1, Page 1, Blocks 1.2 and 1.4.

18.8 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.

18.9 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

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assigns. The wording used in this Agreement the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

18.10 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.

18.11. 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.

18.12 SPECIAL PROVISIONS.

Additional provisions set forth in the attached Contract Agreement – Part 2, Exhibit C: *Special Provisions* are incorporated herein by reference.

18.13. 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.

18.14. 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.

18.15 TRAVEL EXPENSES

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services.

The Vendor must assume all travel and related expenses by “fully loading” the proposed labor rates to include, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

18.16 SHIPPING AND DELIVERY FEE EXEMPTION

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

18.17 PROJECT WORKSPACE AND OFFICE EQUIPMENT

The State agency will work with Axiomatic to determine the requirements for providing all necessary workspace and office equipment, including desktop computers for Axiomatic’s staff.

18.18 ACCESS/COOPERATION

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As applicable, and reasonably necessary, and subject to the applicable State and federal laws and regulations and restrictions imposed by third parties upon the State, the State shall provide Axiomatic with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete contracted services.

The State shall use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow Axiomatic to perform its obligations under the Contract.

18.19 REQUIRED WORK PROCEDURES

All work done must conform to standards and procedures established by the Department of Information Technology and the State.

18.20 COMPUTER USE

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or data of any kind (hereinafter “Information”), Axiomatic understands and agrees to the following rules:

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Axiomatic access or attempt to access any information without having the express authority to do so.
- c. That at no time shall Axiomatic access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.
- d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times Axiomatic must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other Agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by Axiomatic. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if Axiomatic is found to be in violation of any of the above-stated rules, the User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

18.21 EMAIL USE

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

18.22 INTERNET/INTRANET USE

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

18.23 REGULATORY GOVERNMENT APPROVALS

Axiomatic shall obtain all necessary and applicable regulatory or other governmental approvals necessary to perform its obligations under the Contract.

18.24 INSURANCE

18.24.1 Axiomatic Insurance Requirement

Axiomatic 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:

18.24.1.1 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.

18.24.2 The policies described in subparagraph 19.9.1.1 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.

18.24.3 Axiomatic shall furnish to the Contracting Officer identified in Contract Agreement – Part 1, Page 1, Block 1.9, herein, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Axiomatic shall also furnish to the Contracting Officer identified in Contract Agreement – Part 1, Page 1, Block 1.9, herein, 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 Contract Agreement – Part 1, Page 1, Block 1.9, herein, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

18.24.4 The ACORD Insurance Certificate should note the Certificate Holder in the lower left hand block including State of New Hampshire, Department Name, name of the individual responsible for the funding of the contracts and his/her address.

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18.25 EXHIBITS

The Exhibits (Contract Agreement – Part 2) referred to, in and attached to the Contract are incorporated by reference as if fully included in the text.

18.26 VENUE AND JURISDICTION

Any action on the Contract may only be brought in the State of New Hampshire, Merrimack County Superior Court.

18.27 SURVIVAL

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of the Contract Agreement – Part 2, Exhibit D, Section 5: *Records Retention and Access Requirements*, Contract Agreement – Part 2, Exhibit D, Section 6: *Accounting Requirements*, and Contract Agreement – Part 1, Section 11: *Use of State's Information, Confidentiality* and Contract Agreement – Part 1, Section 13: *Indemnification* which shall all survive the termination of the Contract.

18.28 WORK FOR HIRE

The State shall own all right, title and interest in and to any Software, printed materials or other works, products or deliverables which result from Services rendered by Axiomatic to the State under this Contract (“Work(s)”). The Works shall be deemed works made for hire of the State for all purposes of copyright law, and copyright shall belong solely to the State. In the event that any such Work is adjudged to be not a work made for hire, Axiomatic agrees to assign, and hereby assigns, all copyright and other rights in such Work to the State. Axiomatic shall, at the expense of the State, assist the State or its nominees to obtain copyrights, trademarks, or patents for all such Works in the United the States and any other countries. Axiomatic agrees to execute all papers and to give all facts known to it necessary to secure United the States or foreign country copyrights and patents, and to transfer or cause to transfer to the State all the right, title and interest in and to such Works. Axiomatic represents and warrants that the Works will be free of any rightful claim of any third person or entity based on patent or copyright infringement, trade secret misappropriation, or otherwise.

18.29 FORCE MAJEURE

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

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

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18.30 NOTICES

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 following addresses.

TO AXIOMATIC:
DAVID SALZER
500 MARKET ST, SUITE 2B
PORTSMOUTH, NH 03801
TEL: (603) 498-3972

TO STATE:
STATE OF NEW HAMPSHIRE
Department of Revenue Administration
109 Pleasant Street, PO Box 347
Concord, NH 03302-0457
TEL: (603) 233-5006
ATTN: John T. Beardmore, Commissioner

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CONTRACT AGREEMENT: PART 2
EXHIBIT A
CONTRACT DELIVERABLES

1. DELIVERABLES, MILESTONES AND ACTIVITIES

Project Overview

The general scope of the project is to provide system maintenance, data processing, training, technical support, and associated Services for the State.

The State has developed three systems for the Municipal and Property Division, including a comprehensive equalization system, a municipal e-file system, and a GIS parcel map system. These applications require continuous data streams from a variety of sources including municipal assessors, county registrars of deeds, New Hampshire Department of Education and DRA forms PA-34, CD-57S and CD-57P. DRA wishes to engage Axiomatic to maintain these data streams in a manner consistent with the design of the systems and on a schedule commensurate with the needs of municipal and state users to meet their statutorily-assigned duties.

General Project Assumptions

1. Axiomatic will provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, Decision Sheets, and other documents used in the management and tracking of the project. The State of New Hampshire and Axiomatic Project Managers will review these tools and templates and determine which ones will be used for the project. Training on these tools and templates will be conducted at the start of each phase in which they will be used.
2. Prior to the commencement of work on Non-Software and Written Deliverables, Axiomatic shall provide to the State a template, table of contents, or agenda for Review and prior approval by the State.
3. Axiomatic shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. Axiomatic shall provide the State with resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State networks, Systems and Data.
4. The Deliverables are set forth in the Schedule described below in Section 2: *Deliverables, Milestones, and Activities Schedule*, and as more fully described in Contract Agreement – Part 2, Exhibit N: *Axiomatic Statement of Work*. By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

Pricing for Deliverables is set forth in Contract Agreement – Part 2, Exhibit B: *Price and Payment Schedule*. Pricing will be effective for the Term of this Contract, and any extensions thereof.

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EXHIBIT A
CONTRACT DELIVERABLES

2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

See Deliverables as set forth in Exhibit N – Axiomatic Statement of Work.

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EXHIBIT B
PRICE AND PAYMENT SCHEDULE

1. PAYMENT SCHEDULE

1.1 Not to Exceed

This is a Not to Exceed (NTE) with a maximum contract value of \$815,159 for the period between the Effective Date through December 31, 2016. Axiomatic shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Axiomatic to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below.

1.2 Deliverable Payment Allocation

System enhancements will be billed in groups as they are commenced with a payment schedule of 30% invoiced upon approval of Business Requirements Document (BRD), and the remaining 70% invoiced upon completion of System and UAT testing.

All TBD enhancements based on approved scope and fee shall have a payment schedule of 30% invoiced upon approval of Business Requirements Document (BRD), and the remaining 70% invoiced upon completion of System and UAT testing.

System maintenance, technical support and training shall be invoiced in 17 equal monthly payments on the first of the month for the ensuing month of service

Item	Group	BRD Acceptance	Completion Payment	Monthly Payment	Total
MS-Dissolved Entities Workflow	A	\$3,810	\$8,890		\$12,700
MS-Not recommended value check	A	\$3,810	\$8,890		\$12,700
EQ-Streamline Include/Exclude	A	\$1,980	\$4,620		\$6,600
MS-Supplemental Budget Schedules	B	\$5,130	\$11,970		\$17,100
MS-Pre-review process	C	\$5,565	\$12,985		\$18,550
EQ-Update Ratio Study Gen	D	\$2,508	\$5,852		\$8,360
EQ-Update Reporting Interface	D	\$2,436	\$5,684		\$8,120
MS-Financial Review Interface for MS-535/MS-25	E	\$7,491	\$17,479		\$24,970
EQ-Municipal Pending Status System Enhancements	F	\$1,890	\$4,410		\$6,300
MS-Integration of Perm File	G	\$5,511	\$12,859		\$18,370
MS-Default Budget	G	\$4,404	\$10,276		\$14,680
MS-TBD System Enhancement		\$6,336	\$14,784		\$21,120
MS-TBD Report Additions/Updates		\$5,808	\$13,552		\$19,360
EQ-TBD System Enhancements		\$5,484	\$12,796		\$18,280
Knowledge Transfer			\$5,000		\$5,000
System Maintenance, Hosting, Technical Support and Training (x17)				\$33,070	\$562,190
Holdback Final Payment			\$40,759		\$40,759
Total Payments					\$815,159

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EXHIBIT B
PRICE AND PAYMENT SCHEDULE

One Year Extension Cost Breakdown

Item	Group	BRD Acceptance	Completion Payment	Monthly Payment	Total
MS-TBD System Enhancement		\$4,597	\$10,729		\$15,326
EQ-TBD System Enhancements		\$3,670	\$8,566		\$12,236
System Maintenance, Hosting, Technical Support and Training (x11)				\$29,096	\$320,056
Holdback Final Payment			\$18,299		\$18,299
Total Payments					\$365,917

1.3 Proposed Vendor Staff, Resource Hours and Rates Worksheet

Use the Proposed Vendor Staff Position, Resource Hours and Rates Worksheet to indicate the individuals that will be assigned to the Project, hours and applicable rates. Names must be provided for individuals designated for key roles, but titles are sufficient for others. Information is required by phase.

Table 1.3 : Proposed Vendor Staff, Resource Hours and Rates Worksheet

Category	Rate (per hour)
Project Manager	\$90
Programmer	\$110
Project Engineer	\$75
Project Staff	\$55

1.4 Web Site Hosting, Maintenance, and Support Pricing Worksheet

Table 1.4: Web Site Hosting, Maintenance, and Support Pricing Worksheet

System	Base Contract	One Year Extension
Equalization	\$18,512	\$12,031
Mosaic	\$9,788	\$6,721
Municipal Services	\$14,043	\$9,643
TOTAL	\$42,343	\$28,395

2. CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$815,159 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Axiomatic for all fees and expenses, of whatever nature, incurred by Axiomatic in the performance hereof.

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EXHIBIT B
PRICE AND PAYMENT SCHEDULE

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.

3. INVOICING

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

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

Invoices shall be sent to:

Kathryn E. Skouteris
Assistant Commissioner
NH Department of Revenue Administration
109 Pleasant Street, PO Box 457
Concord, NH 03302-0457

4. PAYMENT ADDRESS

All payments shall be sent to the following address:

Axiomatic
500 Market Street, Suite 2B
Portsmouth, NH, 03801

5. OVERPAYMENTS TO AXIOMATIC

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

6. CREDITS

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

7. PROJECT HOLDBACK

The State shall withhold five percent (5%) of the Contract Price, until successful conclusion of the Warranty Period.

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EXHIBIT C
SPECIAL PROVISIONS

Not applicable.

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EXHIBIT D
ADMINISTRATIVE SERVICES

1. TRAVEL EXPENSES

Axiomatic must assume all reasonable travel and related expenses. All labor rates will be “fully loaded”, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

2. SHIPPING AND DELIVERY FEE EXEMPTION

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

3. ACCESS/COOPERATION

As applicable, and subject to the applicable laws and regulations, the State will provide the Axiomatic with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete the contracted Services.

The State will use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow Axiomatic to perform its obligations under the Contract.

4. STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES

Axiomatic shall provide the State access to all State-owned documents, materials, reports, and other work in progress relating to this Contract. Upon expiration or termination of the Contract with the State, Axiomatic shall turn over all State-owned documents, material, reports, and work in progress relating to this Contract to the State at no additional cost to the State. Documents must be provided in both printed and electronic format.

5. RECORDS RETENTION AND ACCESS REQUIREMENTS

Axiomatic shall agree to the conditions of all applicable State and federal laws and regulations, which are incorporated herein by reference, regarding retention and access requirements, including without limitation, retention policies consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 *Contractor Records Retention*.

Axiomatic and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Axiomatic and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

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

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State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. Axiomatic shall include the record retention and review requirements of this section in any of its subcontracts.

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to Axiomatic's cost structure and profit factors shall be excluded from the State's review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

6. ACCOUNTING REQUIREMENTS

Axiomatic shall maintain an accounting system in accordance with Generally Accepted Accounting Principles. The costs applicable to the Contract shall be ascertainable from the accounting system and Axiomatic shall maintain records pertaining to the Services and all other costs and expenditures.

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EXHIBIT E
IMPLEMENTATION SERVICES

1. STATE MEETINGS AND REPORTS

The State believes that effective communication and reporting are essential to Project success.

Axiomatic Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

- a. **Kickoff Meeting:** Participants will include the State and Axiomatic Project Team and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
- b. **Status Meetings:** Participants will include, at the minimum, the Axiomatic Project Manager and the State Project Manager. These meetings will be conducted at least bi-weekly and address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from Axiomatic shall serve as the basis for discussion.
- c. **The Work Plan:** must be reviewed at each Status Meeting and updated, at minimum, on a bi-weekly basis, in accordance with the Contract.
- d. **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
- e. **Exit Meeting:** Participants will include Project leaders from Axiomatic and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

The State expects Axiomatic to prepare agendas and background for and minutes of meetings. Background for each status meeting must include an updated Work Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be Axiomatic's responsibility.

The Axiomatic Project Manager or Axiomatic Key Project Staff shall submit monthly status reports in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. The Axiomatic's Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State, all at no additional cost to the State. Axiomatic shall produce Project status reports, which shall contain, at a minimum, the following:

1. Project status related to the Work Plan;
2. Deliverable status;
3. Accomplishments during weeks being reported;
4. Planned activities for the upcoming two (2) week period;
5. Future activities;
6. Issues and concerns requiring resolution; and
7. Report and remedies in case of falling behind Schedule.

As reasonably requested by the State, Axiomatic shall provide the State with information or reports regarding the Project. Axiomatic shall prepare special reports and presentations relating to Project

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Management, and shall assist the State in preparing reports and presentations, as reasonably requested by the State, all at no additional cost to the State.

2. IMPLEMENTATION STRATEGY

2.1 Key Components

Axiomatic shall employ an Implementation strategy with a timeline set forth in accordance with the Work Plan. Axiomatic and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.

The Axiomatic team will provide training templates as defined in the Training Plan, which will be customized to address the State's specific requirements. Decisions regarding format, content, style, and presentation shall be made early on in the process, by the State, providing sufficient time for development of material as functionality is defined and configured.

Axiomatic shall utilize an approach that fosters and requires the participation of State resources, uses their business expertise to assist with the configuration of the applications, and prepares the State to assume responsibility for and ownership of the new system. A focus on technology transition shall be deemed a priority.

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

Axiomatic shall adopt an Implementation time-line aligned with the State's required time-line.

2.2 Timeline

The timeline is set forth in the Work Plan. During the initial planning period Project task and resource plans will be established for: the preliminary training plan, the change management plan, communication approaches, Project standards and procedures finalized, and team training initiated.

2.2.1 Project Infrastructure

The focus of the Project infrastructure work phase is the acquisition and Implementation of the Project's development and production hardware infrastructure.

2.2.2 Implementation

Timing will be structured to recognize interdependencies between applications and structure a cost effective and timely execution.

Processes will be documented, training established, and the application will be ready for Implementation in accordance with the State's schedule.

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Implementation shall be piloted in one area/office to refine the training and Implementation approach, or the State shall choose a one-time statewide Implementation.

2.2.3 Change Management and Training

Axiomatic's change management and training services shall be focused on developing change management and training strategies and plans. Its approach relies on State resources for the execution of the change management and end user training.

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EXHIBIT F
TESTING SERVICES

Axiomatic shall provide the following Products and Services described in this Exhibit F, including but not limited to:

1. TESTING AND ACCEPTANCE

Axiomatic shall bear all responsibilities for the full suite of Test Planning and preparation throughout the Project for all system enhancements as set forth in Exhibit N, *Axiomatic Statement of Work*. Axiomatic will also provide training as necessary to the State staff responsible for test activities. Axiomatic shall be responsible for all aspects of testing contained in the Acceptance Test Plan including support, at no additional cost, during User Acceptance Test conducted by the State and the testing of the training materials.

The Test Plan methodology shall reflect the needs of the Project and be included in the finalized Work Plan. A separate Test Plan and set of test materials will be prepared for each Software function or module.

All Testing and Acceptance (both business and technically oriented testing) shall apply to testing the System as a whole, (e.g., software modules or functions, and Implementation(s)). This shall include planning, test scenario and script development, Data and System preparation for testing, and execution of Unit Tests, System Integration Tests, Conversion Tests, Installation tests, Regression tests, Performance Tuning and Stress tests, Security Review and tests, and support of the State during User Acceptance Test and Implementation.

In addition, Axiomatic shall provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. Axiomatic shall also correct Deficiencies and support required re-testing.

1.1 Test Planning and Preparation

Axiomatic shall provide the State with an overall Test Plan that will guide all testing. The Axiomatic-provided, State-approved, Test Plan will include, at a minimum, identification, preparation, and Documentation of planned testing, a requirements traceability matrix, test variants, test scenarios, test cases, test scripts, test Data, test phases, unit tests, expected results, and a tracking method for reporting actual versus expected results as well as all errors and problems identified during test execution.

As identified in the Acceptance Test Plan, and documented in accordance with the Work Plan and the Contract, State testing will commence upon Axiomatic's Project Manager's Certification, in writing, that Axiomatic's own staff has successfully executed all prerequisite Axiomatic testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff. The State will be presented with a State approved Acceptance Test Plan, test scenarios, test cases, test scripts, test data, and expected results.

The State will commence its testing within five (5) business days of receiving Certification from Axiomatic that the State's personnel have been trained and the System is installed, configured, complete, and ready for State testing. The testing will be conducted by the State in an environment independent from Axiomatic's development environment. Axiomatic must assist the State with

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testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost.

Testing begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.

Axiomatic must demonstrate that their testing methodology can be integrated with the State standard methodology.

1.2 Unit Testing

In Unit Testing, Axiomatic shall test the application components on an individual basis to verify that the inputs, outputs, and processing logic of each application component functions without errors. Unit testing is performed in either the development environment or a testing environment.

The goal is to find errors in the smallest unit of software before logically linking it into larger units. If successful, subsequent testing should only reveal errors related to the integration between application modules.

The Axiomatic developer, who is responsible for a specific unit of work, will be responsible for conducting the unit testing of their modules.

Activity Description	Develop the scripts needed to unit test individual application modules, interface(s) and conversion components.
Axiomatic Team Responsibilities	For application modules, conversions and interfaces the Axiomatic team will identify applicable test scripts and installation instructions, adapt them to the Project specifics, test the process, and compare with the documented expected results.
Work Product Description	Unit-Tested Modules that have been tested to verify that the inputs, outputs, and processing logic of each application module functions without errors. Individual detailed test scripts and installation guides list all the required actions and data to conduct the test, the process for test execution, and the expected results.

1.3 Conversion Validation Testing

In Conversion Validation Testing, target application functions are validated.

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Activity Description	The conversion validation test should replicate the entire flow of the converted data through the Software Solution.
Axiomatic Team Responsibilities	For conversions and interfaces, the Axiomatic team will execute the applicable validation tests and compare execution results with the documented expected results.
Axiomatic Team Responsibilities	Extract and cleanse, if necessary, the data to be converted in the data conversions.
Work Product Description	Validation-Tested Conversion Programs. These programs include conversion programs that have been tested to verify that the resulting converted data performs correctly in the entire suite of the Application.

1.4 Installation Testing

In Installation Testing, the application enhancements are installed in the System Test environment to test the installation routines and are refined for the eventual production environment. This activity serves as a dry run of the installation steps in preparation for configuring the production system.

1.5 User Acceptance Testing (UAT)

UAT begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.

The Axiomatic's Project Manager must certify in writing, that the Axiomatic's own staff has successfully executed all prerequisite Axiomatic testing, along with reporting the actual testing results prior to the start of any testing executed by State staff.

The State shall be presented with all testing results, as well as written Certification that Axiomatic has successfully completed the prerequisite tests, meeting the defined Acceptance Criteria, and performance standards. The State shall commence testing within five (5) business days of receiving Certification, in writing, from Axiomatic that the system is installed, configured, complete and ready for State testing. The State shall conduct the UAT utilizing scripts developed as identified in the Acceptance Test Plan to validate the functionality of the System and the interfaces, and verify Implementation readiness. UAT is performed in a copy of the production environment and can serve as a performance and stress test of the System. The User Acceptance Test may cover any aspect of the new System, including administrative procedures (such as backup and recovery).

The User Acceptance Test (UAT) is a verification process performed in a copy of the production environment. The User Acceptance Test verifies System functionality against predefined Acceptance criteria that support the successful execution of approved business processes.

UAT will also serve as a performance and stress test of the System. It may cover any aspect of the new System, including administrative procedures such as backup and recovery. The results of the UAT provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.

The results of the User Acceptance Test provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.

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Upon successful conclusion of UAT and successful System deployment, the State will issue a letter of UAT Acceptance and the respective Warranty Period shall commence

Activity Description	The System User Acceptance Tests verify System functionality against predefined Acceptance criteria that support the successful execution of approved processes.
Axiomatic Team Responsibilities	<ul style="list-style-type: none"> • Provide the State an Acceptance Test Plan and selection of test scripts for the Acceptance Test. • Monitor the execution of the test scripts and assist as needed during the User Acceptance Test activities. • Work jointly with the State in determining the required actions for problem resolution.
State Responsibilities	<ul style="list-style-type: none"> • Approve the development of the User Acceptance Test Plan and the set of data for use during the User Acceptance Test. • Validate the Acceptance Test environment. • Execute the test scripts and conduct User Acceptance Test activities. • Document and summarize Acceptance Test results. • Work jointly with Axiomatic in determining the required actions for problem resolution. • Provide Acceptance of the validated Systems.
Work Product Description	The Deliverable for User Acceptance Tests is the User Acceptance Test Results. These results provide evidence that the new System meets the User Acceptance criteria defined in the Work Plan.

1.6 Performance Tuning and Stress Testing

Axiomatic shall develop and document hardware and Software configuration and tuning of the infrastructure.

1.7.1 Scope

The scope of Performance Testing shall be to measure the System level metrics critical for the development of the applications infrastructure and operation of the applications in the production environment.

It will include the measurement of response rates of the application for end-user transactions and resource utilization (of various servers and network) under various load conditions. These response rates shall become the basis for changes and retesting until optimum System performance is achieved.

Performance testing and tuning shall occur in the final production environment and shall use a copy of the final production database to provide the best results.

1.7.2 Test Types

Performance testing shall use two different types of testing to determine the stability of the application. They are baseline tests and load tests.

- a) **Baseline Tests:** Baseline tests shall collect performance data and load analysis by running scripts where the output is broken down into business transactions or functions. The test is like a single user executing a defined business transaction. During baseline testing, each individual

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script is run to establish a baseline for transaction response time, throughput and other user-based metrics.

- b) **Load Tests:** Load testing will determine if the behavior of the System can be sustained over a long period of time while running under expected conditions. Load test helps to verify the ability of the application environment under different load conditions based on workload distribution. System response time and utilization is measured and recorded.

1.7.3 Tuning

Tuning will be Axiomatic led and occur during both the development of the application and load testing. Tuning is the process whereby the application performance is maximized. This can be the result of making code more efficient during development as well as making tuning parameter changes to the environment.

1.7.4 Implementing Performance and Stress Test

Performance and stress test tools must be provided by Axiomatic for this effort. Consideration must be given to licensing with respect to continued use for regression testing. If Axiomatic is familiar with open source low/no cost tools for this purpose those tools should be used.

1.7.5 Scheduling Performance and Stress Testing

Axiomatic shall perform Test Planning. The steps for planning include identification of application functionality as well as what percentage of normal daily use is represented by each function. This information will become the foundation for scripting so that tests closely represent what loads in production will look like.

Axiomatic shall provide definition and expectations from testing. This definition should include who is in charge of testing and coordinating results, anticipated run times, logs required for tracking, their locations and which technician is responsible to track and provide them following each test to the team.

Initial test runs shall be completed to establish that the tests and data sets can be run to completion without errors. The ratio of types of transactions which makeup the test shall be reviewed prior to the beginning of testing and then again once testing has begun to make sure that testing accurately reflects the system performing in production.

Initial tests shall be used to establish a baseline from which all subsequent tests will be compared. Tests will be considered for baseline status once two of them have been run within 2% of each other in key and overall performance areas. No changes to the test scripts or data sets (with the exception of restores after each test) can be done to the test environment once tuning has begun so as not to damage the comparison to baseline results. The systems must be restarted prior to each test run to assure all cache is cleaned out. All effort will be made to run these tests at a time when system and network infrastructure utilization doesn't impact the results. Tests will be run in close proximity to our infrastructure so as to eliminate the public network from our environment.

Post test reporting and result assessment will be scheduled following each test. The team will compare these results to the baseline and a determination must be made to make additional changes to the parameter being tuned or return to the prior configuration and select another parameter to

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tune while keeping in mind that significant changes to any one parameter may require the retesting of some others. Careful work on identifying dependencies up front should minimize this impact.

If defects are identified in the application during testing they will be recorded; however, changes to the application code should be avoided if possible so as not to affect baseline comparisons. If a change to the application is required new baselines will be established (and possibly the execution of prior tests to validate changes with the new application) before testing can continue.

When performing capacity testing against a GUI the focus will be on the ability of the interface to respond to user input.

During stress/load testing the tester will attempt to stress or load an aspect of the system to the point of failure. The goal is to determine weak points in the system architecture. The tester will identify peak load conditions at which the program will fail to handle required processing loads within required time spans.

During Performance testing the tester will design test case scenarios to determine if the system meets the stated performance criteria (i.e. A Login request shall be responded to in 1 second or less under a typical daily load of 1000 requests per minute.). In both cases the tester will determine the capacity of the system under a known set of conditions.

1.8 Regression Testing

As a result, of the user testing activities, problems will be identified that require correction. The State will notify Axiomatic of the nature of the testing failures in writing. Axiomatic will be required to perform additional testing activities in response to State and/or user problems identified from the testing results. Regression testing means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) System components still meet their specified requirements:

- a.) For each minor failure of an Acceptance Test, the Acceptance Period shall be extended by corresponding time defined in the Test Plan.
- b.) Axiomatic shall notify the State no later than five (5) business days from Axiomatic's receipt of written notice of the test failure when Axiomatic expects the corrections to be completed and ready for retesting by the State. Axiomatic will have up to five (5) business days to make corrections to the problem unless specifically extended in writing by the State.
- c.) When a programming change is made in response to a problem identified during user testing, a regression Test Plan should be developed by Axiomatic based on the understanding of the program and the change being made to the program. The Test Plan has two objectives:
 1. validate that the change/update has been properly incorporated into the program; and
 2. validate that there has been no unintended change to the other portions of the program.
- d.) Axiomatic will be expected to:

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1. Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly;
 2. Create a set of test conditions, test cases, and test data that will validate that the unchanged portions of the program still operate correctly; and
 3. Manage the entire cyclic process.
- e.) Axiomatic will be expected to execute the regression test, provide actual testing results, and certify its completion in writing to the State prior to passing the modified Software application to the users for retesting.

In designing and conducting such regression testing, Axiomatic will be required to assess the risks inherent to the modification being implemented and weigh those risks against the time and effort required for conducting the regression tests. In other words, Axiomatic will be expected to design and conduct regression tests that will identify any unintended consequences of the modification while taking into account Schedule and economic considerations.

1.9 Security Review and Testing

IT Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation.

All components of the Software shall be reviewed and tested to ensure they protect the State's hardware and software and its related Data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components.

Service Component	Defines the set of capabilities that:
Identification and Authentication	Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users
Access Control	Supports the management of permissions for logging onto a computer or network
Encryption	Supports the encoding of data for security purposes
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Verification	Supports the confirmation of authority to enter a computer system, application or network
Digital Signature	Guarantees the unaltered state of a file
User Management	Supports the administration of computer, application and network accounts within an organization.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system

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Input Validation	Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.
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Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components.

Prior to the System being moved into production Axiomatic shall provide results of all security testing to the Department of Information Technology for review and Acceptance. All Software and hardware shall be free of malicious code (malware).

1.10 Successful UAT Completion

Upon successful completion of UAT, the State will issue a Letter of UAT Acceptance.

1.11 System Acceptance

Upon completion of the Warranty Period, the State shall issue a Letter of Final System Acceptance.

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EXHIBIT G
MAINTENANCE AND SUPPORT SERVICES

1. SYSTEM MAINTENANCE

Axiomatic shall maintain and support the System in all material respects as described in the applicable program Documentation through the contract end date.

1.1 Axiomatic's Responsibility

Axiomatic shall maintain the Application System in accordance with the Contract. Axiomatic will not be responsible for maintenance or support for Software developed or modified by the State.

1.1.1 Maintenance Releases

Axiomatic shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

2. SYSTEM SUPPORT

2.1 Axiomatic's Responsibility

Axiomatic will be responsible for performing on-site or remote technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.

Axiomatic technical support shall be responded to as set forth in Section 4.7 of Exhibit N (Axiomatic Statement of Work).

3. SUPPORT OBLIGATIONS AND TERM

- 3.1 Axiomatic shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract.
- 3.2 Axiomatic shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State.
- 3.3 For all maintenance Services calls, Axiomatic shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified.
- 3.4 Axiomatic must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.
- 3.5 If Axiomatic fails to correct a Deficiency within the allotted period of time stated above, Axiomatic shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Contract Agreement – Part 1, Section 14: *Termination*.

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EXHIBIT H
REQUIREMENTS

APPLICATION REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
GENERAL SPECIFICATIONS					
A1.1	Ability to access data using open standards access drivers (please specify supported versions in the comments field).	M	Yes	Standard	ODBC, or Native SQL Access
A1.2	The system software adheres to open standards and is not proprietary.	M	Yes	Standard	Software is owned by state of NH and is not under licence to the state of NH
A1.3	The database platform adheres to open standards.	M	Yes	Standard	MS SQL Database
A1.4	Web-based compatible and in conformance with the following W3C standards:	M	Yes	Standard	
A1.5	XHTML 1.0	M	Yes	Standard	
A1.6	CSS 2.1	M	Yes	Standard	
A1.7	XML 1.0 (fourth edition)	M	Yes	Standard	
A1.8	Ability to operate in a virtual environment, with VMWare.	M	Yes	Standard	
A1.9	Compatibility with EMC Networker for managing backups.	M	Yes	Standard	Software is runs in IIS 6+, with MS SQL database
A1.10	Operates on an Oracle/Linux or Microsoft SQL database platform.	M	Yes	Standard	Microsoft SQL
A1.11	Updated source code will be provided quarterly and after completion and implementation of enhancements.	M	Yes	Standard	
APPLICATION SECURITY					
A1.11	Verify the identity of or authenticate all of applications, services, and processes before allowing use of the System to prevent access to inappropriate or confidential data or services.	M	Yes	Standard	
A1.12	Verify the identity and authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M	Yes	Standard	
A1.13	Enforce unique user names.	M	Yes	Standard	
A1.14	Enforce complex passwords for Administrator Accounts of ten characters or more in accordance with DoIT's statewide <i>User Account and Password Policy</i> .	M	No	Not Proposing	8 Characters, 1 upper case, 1 lower case, 1 symbol, 1 number per original specifications
A1.15	Enforce the use of complex passwords for general users using capital letters, numbers and special characters.	M	Yes	Standard	
A1.16	Encrypt passwords in transmission and at rest within the database.	M	Yes	Standard	
A1.17	Expire passwords after 90 days.	M	No	Not Proposing	This was part of initial design specification - users do not access the system for periods of 90 days+
A1.18	Authorize users and client applications to prevent access to inappropriate or confidential data or services.	M	Yes	Standard	
A1.19	Provide ability to limit the number of people that can grant or change authorizations	M	Yes	Standard	
A1.20	Establish ability to enforce session timeouts during periods of inactivity.	M	Yes	Standard	
A1.21	Ensure application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project))	M	Yes	Standard	
A1.22	The application shall not store authentication credentials or sensitive Data in its code.	M	Yes	Standard	

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A1.23	Audit all attempted accesses that fail identification, authentication and authorization requirements	M	Yes	Standard	
A1.24	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place. The logs must be kept for 30 days	M	Yes	Standard	Milestone application activities are logged, user logins and attempted logins are logged, SQL and IIS logs are maintained.
A1.25	The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Yes	Standard	
A1.26	The application Data shall be protected from unauthorized use when at rest	M	Yes	Standard	
A1.27	Keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Yes	Standard	
A1.28	Subsequent application enhancements or upgrades shall not remove or degrade security requirements	M	Yes	Standard	
A1.29	Create change management documentation and procedures	M	Yes	Standard	

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TRANSITION SERVICES					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
Axiomatic Shall:					
B1.1	Provide a transition plan in cooperation with the State within 30 days of notification that the State intends to assume responsibility for the system.	M	Yes	Standard	
B1.2	Provide an up-to-date operations manual. This manual includes directions for all operations processing, including building, deploying, and hosting the application. During the transitional period, the State or the new vendor will learn and develop the processes and procedures to fully maintain the application and requires a complete knowledge transfer.	M	Yes	Standard	
B1.3	Provide on-the-job training during the transition and be available for questions and assistance until the expiration of their current Maintenance and Operation contract.	M	Yes	Standard	
B1.4	Provide hosting continuity during the transition period: hosting, operations, and support on the existing hosted environment.	M	Yes	Standard	
B1.5	Provide the details and status for all support and maintenance issues and identify issues which may need resolution and/or migration.	M	Yes	Standard	
B1.6	Provide support resources and ensure all resources necessary to confirm the transition deliverables are in place and fully operational.	M	Yes	Standard	
B1.7	Identify steps required to transition the knowledge of the current system operations, the computer programs, the database structure with the stored procedures, and other support tools, and components.	M	Yes	Standard	Requires Licences of MS SQL w/ Reporting Services
B1.8	Provide an orientation for review of the Database Administration, and Network Administration Operations and Disaster Recovery procedures. The Vendor shall have their DBA work with the new Database Administrator prior to and during the cutover.	M	Yes	Standard	
B1.9	Provide preservation and protection of the application and data prior to and during the physical move of the server(s) with full restoration afterward. Formal testing of the System following its physical move including full functionality.	M	Yes	Standard	

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TESTING					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
APPLICATION SECURITY TESTING					
T1.1	The Vendor shall be responsible for security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	M	Yes	Future	System enhancements only
T1.2	Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M	Yes	Future	System enhancements only
STANDARD TESTING					
T2.1	The Vendor must test the software enhancements using an industry standard and State approved testing methodology.	M	Yes	Future	System enhancements only
T2.2	The Vendor must perform application stress testing and tuning.	M	Yes	Future	System enhancements only

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HOSTING-CLOUD REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
OPERATIONS					
H1.1	Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins.	M	Yes	Standard	
H1.2	State access will be via Internet Browser.	M	Yes	Standard	Internet Browser
H1.3	At the State's option, authorized third parties may be given limited access by the Vendor to certain levels of the State's system through the VPN or through a separate network connection that meets the Vendor's specifications.	M	Yes	Standard	
H1.4	At a minimum, the System should support this client configuration; Internet Explorer 6, and 128 bit encryption.	M	Yes	Standard	
H1.5	Vendor will not be responsible for network connection issues, problems or conditions arising from or related to circumstances outside the control of the Vendor, ex: bandwidth, network outages and /or any other conditions arising on the State's internal network or, more generally, outside the Vendor's firewall or any issues that are the responsibility of the State Internet Service Provider.	M	Yes	Standard	
H1.6	Vendor shall provide a secure Class A Data Center providing equipment (including dedicated servers), an on-site 24/7 system operator, managed firewall services, and managed backup Services.	M	No	Not Proposing	On call operator 24-7
H1.7	Data Center Air Conditioning – used to control temperature and humidity in the Data Center. Temperature ranges shall be between 68 and 75 °F.	M	Yes	Standard	
H1.8	Data Center Humidity shall be non-condensing and be maintained between 40-55% with a maximum dew point of 62 °F.	M	Yes	Standard	
H1.9	Data Center Backup Power – uninterruptible power supplies shall be sized to sustain computer systems and associated components for, at a minimum, the amount of time it takes for a backup generator to take over providing power. Where possible, servers shall contain redundant power supplies connected to commercial power via separate feeds.	M	Yes	Standard	
H1.10	Data Center Generator – shall be sufficient to sustain computer systems and associated components for, at a minimum, the amount of time it takes for commercial power to return. Fuel tanks shall be large enough to support the generator at -full load for a period not less than 1 ½ days of operation.	M	Yes	Standard	
H1.11	Data Center Floor – A raised floor is required for more uniform air circulation in the form of a plenum for cold air as well as to provide space for power cabling and wetness monitoring.	M	No	Not Available	Data Center does not have a raised floor.
H1.12	Data Center Fire Protection System – fire detectors in conjunction with suppression gaseous systems must be installed to reduce the risk of loss due to fire.	M	Yes	Standard	
H1.13	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	M	Yes	Standard	
H1.14	Vendor must monitor the application and all servers.	M	Yes	Standard	
H1.15	Vendor shall manage the databases and services on all servers located at the Vendor's facility.	M	Yes	Standard	
H1.16	Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	M	Yes	Standard	
H1.17	Vendor shall monitor System, security, database, and application logs.	M	Yes	Standard	
H1.18	Vendor shall manage the sharing of data resources.	M	Yes	Standard	
H1.19	Vendor shall manage daily backups, off-site data storage, and restore operations.	M	Yes	Standard	

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H1.20	The Vendor shall monitor physical hardware.	M	Yes	Standard	
H1.21	The Vendor shall immediately report any breach in security to the State of New Hampshire.	M	Yes	Standard	
DISASTER RECOVERY					
H2.1	Vendor shall conform to adequate disaster recovery procedures as defined by the State of New Hampshire.	M	Yes	Standard	24 hours downtime for disaster recovery has previously been acceptable to DRA
H2.2	Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M	Yes	Standard	24 hour downtime
H2.3	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M	Yes	Standard	
H2.4	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M	Yes	Standard	
H2.5	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M	Yes	Standard	
H2.6	Scheduled backups of all servers must be completed regularly. At a minimum, Bluehost servers shall be backed up nightly, with one daily, one weekly, and one monthly backup stored in a secure location to assure data recovery in the event of disaster.	M	Yes	Standard	Not using bluehost servers. Nightly backups are in place. Backups are maintained for 6 months
H2.7	The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M	Yes	Standard	Complete Daily backup
H2.8	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M	Yes	Standard	File System and database are backed up to a separate server at the same facility nightly. Currently all backups are transferred to a remote location and securely stored on a weekly basis.
H2.9	If State data is personally identifiable, data must be encrypted in the operation environment and on back up tapes.	M	Yes	Standard	System does not contain PII
H2.10	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	M	Yes	Standard	
NETWORK ARCHITECTURE					
H3.1	The Vendor must operate hosting Services on a network offering adequate performance to meet the business requirements for the State application. For the purpose of this Contract, adequate performance is defined as 99.9% uptime, exclusive of the regularly scheduled maintenance window.	M	Yes	Standard	
H3.2	The Vendor shall provide network redundancy deemed adequate by the State by assuring redundant connections provided by multiple Internet Vendors, so that a failure of one Internet connection will not interrupt access to the State application.	M	Yes	Standard	
H3.3	Where redundant connections are not provided, then the Internet Vendor who provides the Internet service to the Vendor must have their service supplied by a provider(s) that has multiple feeds to ensure that a failure in one of the larger carriers will not cause a failure of the State's Service.	M	Yes	Standard	

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H3.4	The Vendor' network architecture must include redundancy of routers and switches in the Data Center.	M	Yes	Standard	
H3.5	Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server -resources not in the DMZ, the Vendor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).	M	Yes	Standard	
HOSTING SECURITY					
H4.1	The Vendor shall employ security measures ensure that the State's application and data is protected.	M	Yes	Standard	
H4.2	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M	Yes	Standard	
H4.3	All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.	M	Yes	Standard	
H4.4	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M	Yes	Standard	
H4.5	In the development or maintenance of any code, the Vendor shall ensure that the Software is independently verified and validated using a methodology determined appropriate by the State. All software and hardware shall be free of malicious code.	M	Yes	Standard	
H4.6	The Vendor shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of their occurrence.	M	Yes	Standard	
H4.7	The Vendor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the Vendor' hosting infrastructure and/or the application.	M	Yes	Standard	
H4.8	The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.	M	Yes	Standard	
H4.9	The Vendor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Vendor' hosting infrastructure and/or the application upon request.	M	Yes	Standard	
H4.10	Logging should go to centralized logs server for security reasons. Logs should include System, Application, Web and Database logs.		No	Not Proposing	
H4.11	The operating system and the data base should be built and hardened wherever possible to guidelines set forth by: CIS (Center Internet Security), NIST, and NSA		No	Not Proposing	See H4.3
H4.12	The Vendor must provide reports to validate that redundancy is in fact in place and backup/restores are functioning.		No	Not Proposing	
H4.13	The Vendor shall provide fire detection and suppression system, physical security of and infrastructure security of the proposed hosting facility. The environmental support equipment of the Vendor website hosting facility: power conditioning; HVAC; UPS; generator must be acceptable to the State.	M	Yes	Standard	

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SERVICE LEVEL AGREEMENT					
H5.1	The Vendor's System support and maintenance shall commence upon the issuance of a Notice to Proceed and extend through the end of the Contract term, and any extensions thereof.	M	Yes	Standard	Contract references Notice to Proceed.
H5.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes	Standard	
H5.3	Repair or replace the hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	Standard	
H5.4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:00am to 4:30pm- Monday thru Friday EST, excluding State holidays;	M	Yes	Standard	For technical support relating to applications described in Axiomatic SOW.
H5.5	The Vendor response time for support shall conform to the specific deficiency class as described below: o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.	M	Yes	Standard	See Axiomatic SOW.
H5.6	As part of the Software maintenance agreement, ongoing software maintenance and support issues, shall be responded to according to the following: a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies -The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract;	M	Yes	Standard	
H5.7	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	Yes	Standard	
H5.8	The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	Yes	Standard	
H5.9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Yes	Standard	
H5.10	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Yes	Standard	

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H5.11	The Vendor shall guarantee 99.9% uptime, exclusive of the regularly scheduled maintenance window	M	Yes	Standard	
H5.12	If The Vendor is unable to meet the 99.9% uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M	Yes	Standard	
H5.13	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Yes	Standard	
H5.14	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Yes	Standard	
H5.15	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc, shall be applied within sixty (60) days of release by their respective manufacturers.	M	Yes	Standard	
H5.16	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	Yes	Standard	
H5.17	The Vendor shall provide the State with a personal secure FTP site to be used the State for uploading and downloading files.	M	Yes	Standard	

SUPPORT & MAINTENANCE REQUIREMENTS

State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
SUPPORT & MAINTENANCE REQUIREMENTS					
S1.1	The Vendor's System support and maintenance shall commence upon the issuance of a Notice to Proceed and extend through the end of the Contract term, and any extensions thereof.	M	Yes	Standard	
S1.2	Maintain the Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes	Standard	
S1.3	Repair or replace Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	Standard	
S1.4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:00am to 4:30pm-Monday thru Friday EST, excluding State holidays;	M	Yes	Standard	For technical support relating to applications described in Axiomatic SOW.
S1.5	The Vendor response time for support shall conform to those set forth in Exhibit N, Axiomatic Statement of Work.	M	Yes	Standard	
S1.6	The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	Yes	Standard	
S1.7	The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	M	Yes	Standard	
S1.8	The Vendor shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;	M	Yes	Standard	

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S1.9	For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency reSolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by;	M	Yes	Standard	
S1.10	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	M	Yes	Standard	
WARRANTY SERVICES					
S2.1	Maintain the System Software in accordance with the Specifications and Terms of the Contract;	M	Yes	Standard	
S2.2	Repair or replace the System Software or any portion thereof so that the System operates in accordance with the Specifications, terms and requirements of the Contract;	M	Yes	Standard	
S2.3	The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, during business hours of 8:00 a.m. to 4:30 p.m. Monday through Friday (excluding State holidays) with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;	M	Yes	Standard	For technical support relating to applications described in Axiomatic SOW.
S2.5	Maintain a record of the activities related to warranty repair or maintenance activities performed for the State;	M	Yes	Standard	
S2.6	For all Warranty Service calls, the Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information; 6) resolved by 7) Identifying number i.e. work order number; 8) issue identified by.	M	Yes	Standard	
S2.7	The Vendor must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems;	M	Yes	Standard	
S2.8	All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by the Vendor no later than 5 business days, unless specifically extended in writing by the State, and at no additional cost to the State.	M	Yes	Standard	

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WORK PLAN

Axiomatic's Project Manager and the State Project manager shall finalize the Work Plan within 5 days of the Effective Date and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with Axiomatic's plan to implement the Application Software. Continued development and management of the Work Plan is a joint effort on the part of Axiomatic and State Project Managers.

The preliminary Work Plan created by Axiomatic and the State is set forth at the end of this Exhibit.

In conjunction with Axiomatic's Project Management methodology, which shall be used to manage the Project's life cycle, the Axiomatic team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the tasks, Deliverables, major milestones, task dependencies, and a payment Schedule required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and Axiomatic team members), refine the Project's scope, and establish the Project's Schedule. The Plan is documented in accordance with Axiomatic's Work Plan and shall utilize Microsoft Project to support the ongoing management of the Project.

1. ASSUMPTIONS

A. General

- The State shall provide team members with decision-making authority to support the Implementation efforts, at the level outlined in the Contract.
- All State tasks must be performed in accordance with the revised Work Plan.
- All key decisions will be resolved within five (5) business days. Issues not resolved within this initial period will be escalated to the State Project Manager for resolution.
- Any activities, decisions or issues taken on by the State that affect the mutually agreed upon Work Plan timeline, scope, resources, and costs shall be subject to the identified Change Control process.
- Axiomatic shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

B. Logistics

- The Axiomatic Team shall perform this Project at State facilities at no cost to Axiomatic.
- The Axiomatic Team may perform that work at a facility other than that furnished by the State, when practical, at their own expense.
- The Axiomatic Team shall honor all holidays observed by Axiomatic or the State, although with permission, may choose to work on holidays and weekends.
- The State shall provide adequate facilities for the Axiomatic Team, including PCs, Virtual Private Network (VPN) access, and access to any necessary internal State networks and/or software (within State standards). A physical workspace for each consultant, including a desk and chair, with the items mentioned above, shall be provided.

C. Project Management

- The State shall approve the Project Management Methodology used for the Project.
- The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.

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- A Project folder created within the State system shall be used for centralized storage and retrieval of Project documents, work products, and other material and information relevant to the success of the Project and required by Project Team members. This central repository is secured by determining which team members have access to the Project folder and granting either view or read/write privileges. Axiomatic's Project Manager will establish and maintain this folder. The State Project Manager shall approve access for the State team. Documentation can be stored locally for Axiomatic and State team on a "shared" network drive to facilitate ease and speed of access. Final versions of all Documentation shall be loaded to the State System.
- Axiomatic assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

D. Conversions

- The Axiomatic Team shall:
 1. Provide the State with Axiomatic application data requirements and examples, of data mappings, conversion scripts, and data loaders. The Axiomatic Team shall identify the APIs the State should use in the design and development of the conversion.
 2. Provide guidance and assistance with the use of the data loaders and conversion scripts provided.
 3. Lead the review of functional and technical Specifications.
 4. Assist with the resolution of problems and issues associated with the development and Implementation of the conversions.

E. Project Schedule

- Estimated deployment dates for specific system enhancements are listed in the table below:

Enhancement	8/30/2015	10/30/2015	11/30/2015	1/29/2016	5/31/2016	8/31/2016	10/31/2016	TBD
EQ-Update Ratio Study Gen.				X				
EQ-Include/Exclude	X							
EQ-Reporting Module				X				
EQ-Muni Pending Status						X		
EQ-TBD Enhancements								X
MS-Pre-review			X					
MS-Supplemental Schedules		X						
MS-Dissolved Entities	X							
MS-Recomm. Value Check	X							
MS-535/25 Check					X			
MS-PERM File							X	
MS-Default Budget							X	
MS-TBD Changes								X
MS-Reporting Changes								X

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F. Reporting

- Axiomatic shall conduct weekly status meetings, and provide reports that include, but are not limited to, minutes, action items, test results and Documentation.

G. User Training

- The Axiomatic Team shall lead the development of the end-user training plan.
- A train the trainer approach shall be used for the delivery of end-user training.
- The State is responsible for the delivery of end-user training.
- The State shall schedule and track attendance on all end-user training classes.

H. Performance and Security Testing

- The Axiomatic Team shall provide a performance test workshop to identify the key scenarios to be tested, the approach and tools required, and best practices information on performance testing.
- The State shall work with Axiomatic on performance testing as set forth in Contract Agreement – Part 2, Exhibit F: *Testing Services*.

2. ROLES AND RESPONSIBILITIES

A. Axiomatic Team Roles and Responsibilities

1) Axiomatic Team Project Executive

The Axiomatic Team's Project Executives (Axiomatic and Subcontractor Project Executives) shall be responsible for advising on and monitoring the quality of the Implementation throughout the Project life cycle. The Project Executive shall advise the Axiomatic Team Project Manager and the State's Project leadership on the best practices for implementing the Axiomatic Software Solution within the State. The Project Executive shall participate in the definition of the Project Plan and provide guidance to the State's Team.

2) Axiomatic Team Project Manager

The Axiomatic Team Project Manager shall have overall responsibility for the day-to-day management of the Project and shall plan, track, and manage the activities of the Axiomatic Implementation Team. The Axiomatic Team Project Manager will have the following responsibilities:

- Maintain communications with the State's Project Manager;
- Work with the State in planning and conducting a kick-off meeting;
- Create and maintain the Work Plan;
- Assign Axiomatic Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- Define roles and responsibilities of all Axiomatic Team members;
- Provide weekly and monthly update progress reports to the State Project Manager;

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- Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;
- Review task progress for time, quality, and accuracy in order to achieve progress;
- Review requirements and scheduling changes and identify the impact on the Project in order to identify whether the changes may require a change of scope;
- Implement scope and Schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals as identified in the Implementation Plan;
- Inform the State Project Manager and staff of any urgent issues if and when they arise;
- Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager.

3) Axiomatic Team Analysis

The Axiomatic Team shall conduct analysis of requirements, validate the Axiomatic Team's understanding of the State business requirements by application, and perform business requirements mapping:

- Construct and confirm application test case scenarios;
- Produce application configuration definitions and configure the applications;
- Conduct testing of the configured application;
- Produce functional Specifications for extensions, conversions, and interfaces;
- Assist the State in the testing of extensions, conversions, and interfaces;
- Assist the State in execution of the State's Acceptance Test;
- Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the State;
- Assist with the correction of configuration problems identified during system, integration and Acceptance Testing; and
- Assist with the transition to production.

4) Axiomatic Team Tasks

The Axiomatic team shall assume the following tasks:

- Development and review of functional and technical Specification to determine that they are at an appropriate level of detail and quality;
- Development and Documentation of conversion and interface programs in accordance with functional and technical Specifications;
- Development and Documentation of installation procedures; and
- Development and execution of unit test scripts;
- Unit testing of conversions and interfaces developed; and
- System Integration Testing.

B. State Roles and Responsibilities

The following State resources have been identified for the Project. The time demands on the individual State team members will vary depending on the phase and specific tasks of the Implementation. The demands on the Subject Matter Experts' time will vary based on the need determined by the State Leads and the phase of the Implementation.

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1) State Project Manager

The State Project Manager shall work side-by-side with the Axiomatic Project Manager. The role of the State Project Manager is to manage State resources, facilitate completion of all tasks assigned to State staff, and communicate Project status on a regular basis. The State Project Manager represents the State in all decisions on Implementation Project matters, provides all necessary support in the conduct of the Implementation Project, and provides necessary State resources, as defined by the Work Plan and as otherwise identified throughout the course of the Project. The State Project Manager has the following responsibilities:

- Plan and conduct a kick-off meeting with assistance from the Axiomatic team;
- Assist the Axiomatic Project Manager in the development of a detailed Work Plan;
- Identify and secure the State Project Team members in accordance with the Work Plan;
- Define roles and responsibilities of all State Project Team members assigned to the Project;
- Identify and secure access to additional State end-user staff as needed to support specific areas of knowledge if and when required to perform certain Implementation tasks;
- Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the Project level;
- Inform the Axiomatic Project Manager of any urgent issues if and when they arise; and
- Assist the Axiomatic team staff to obtain requested information if and when required to perform certain Project tasks.

2) State Subject Matter Expert(s) (SME)

The role of the State SME is to assist application teams with an understanding of the State's current business practices and processes, provide agency knowledge, and participate in the Implementation. Responsibilities of the SME include the following:

- Be the key user and contact for their Agency or Department;
- Attend Project Team training and acquire in-depth functional knowledge of the relevant applications;
- Assist in validating and documenting user requirements, as needed;
- Assist in mapping business requirements;
- Assist in constructing test scripts and data;
- Assist in System Integration, and Acceptance Testing;
- Assist in performing conversion and integration testing and Data verification;
- Attend Project meetings when requested; and
- Assist in training end users in the use of the Axiomatic Software Solution and the business processes the application supports.

3) State Testing Administrator

The State's Testing Administrator will coordinate the State's testing efforts. Responsibilities include:

- Coordinating the development of system, integration, performance, and Acceptance Test plans;
- Coordinating system, integration, performance, and Acceptance Tests;
- Chairing test review meetings;

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- Coordinating the State's team and external third parties involvement in testing;
- Ensuring that proposed process changes are considered by process owners;
- Establish priorities of Deficiencies requiring resolution; and
- Tracking Deficiencies through resolution.

3. SOFTWARE APPLICATION

- esri ArcMap
- Autodesk AutoCAD
- Autodesk Infrastructure Studio
- Maestro
- MapGuide Open Source
- mPower Integrator
- Adobe Coldfusion
- MS Excel
- MS Access
- MS Word
- MS Powerpoint
- Apple Keynote
- Microsoft SQL Server
- Microsoft SQL Express
- MYSQL
- .Net Framework 4.0

4. CONVERSIONS

The conversions within the scope of this Contract are set forth in Exhibit N, *Axiomatic Statement of Work*.

A. Conversion Testing Responsibilities

- The Axiomatic Team and the State, based on their assigned conversion responsibilities, as set forth in Contract Exhibit F: *Testing Services* shall identify applicable test scripts and installation instructions, adapt them to the Project specifics, test the business process, and compare with the documented expected results.
- The Axiomatic Team and the State, based on their assigned conversion responsibilities, shall execute the applicable test scripts that complete the conversion and compare execution results with the documented expected results.
- The State is responsible for documenting the technical Specifications of all programs that extract and format Data from the legacy systems for use by the conversion processes.
- The Axiomatic Team and the State, based on their assigned conversion responsibilities, shall develop and unit test their assigned conversions.
- The State and the Axiomatic Teams shall jointly conduct System and Integration Testing, verifying and validating the accuracy and completeness of the conversions.

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- The State and the Axiomatic Teams shall jointly verify and validate the accuracy and completeness of the conversions for Acceptance Testing and production.

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5. APPLICATION MODIFICATION

To more fully address the State's requirements, the Axiomatic Team shall implement the enhancements as set forth in Exhibit N, *Axiomatic Statement of Work*.

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EXHIBIT J
SOFTWARE LICENSE

Not applicable.

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EXHIBIT K
WARRANTY AND WARRANTY SERVICES

1. WARRANTY

1.1 Services

Axiomatic warrants that the System will operate to conform to the Specifications, terms, and requirements of the Contract.

1.2 Software

Axiomatic warrants that the Software, including but not limited to the individual modules or functions furnished under the Contract, is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications and Terms of the Contract.

For any breach of the above Support and Maintenance warranty, the State's remedy, and Axiomatic's entire liability, shall be: (a) the correction of program errors that cause breach of the warranty, or if Axiomatic cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license and recover the fees paid to Axiomatic for the program license and any unused, prepaid technical support fees the State has paid for the program license; or (b) the re-performance of the deficient Services, or (c) if Axiomatic cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to Axiomatic for the deficient Services.

1.3 Non-Infringement

Axiomatic warrants that it has good title to, or the right to allow the State to use, all Services, equipment, and Software ("Material") provided under this Contract, and that such Services, equipment, and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

1.4 Viruses; Destructive Programming

Axiomatic warrants that the Software shall not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

1.5 Compatibility

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

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EXHIBIT K
WARRANTY AND WARRANTY SERVICES

1.6 Services

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

1.7 Personnel

Axiomatic 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.

1.8 Breach of Data

Axiomatic shall be solely liable for costs associated with any breach of State Data housed at their location(s) including but not limited to notification and any damages assessed by the courts.

2. WARRANTY SERVICES

Axiomatic agrees to maintain, repair, and correct Deficiencies in the System Software, including but not limited to the individual modules or functions, during the Warranty Period, at no additional cost to the State, in accordance with the Specifications, Terms and requirements of the Contract, including, without limitation, correcting all errors, and Defects and Deficiencies; eliminating viruses or destructive programming; and replacing incorrect, Defective or Deficient Software and Documentation.

Warranty Services shall include, without limitation, the following:

- a. Maintain the System Software in accordance with the Specifications and Terms of the Contract;
- b. Repair or replace the System Software or any portion thereof so that the System operates in accordance with the Specifications, terms and requirements of the Contract;
- c. Axiomatic shall have available to the State on-call telephone assistance, with issue tracking available to the State, during business hours of 8:00 a.m. to 4:30 p.m. Monday through Friday, excluding State of New Hampshire holidays, with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;
- d. Maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
- e. For all Warranty Service calls, Axiomatic shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information; 6) resolved by 7) Identifying number i.e. work order number; 8) issue identified by.
- f. Axiomatic must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems; and

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- g. All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by Axiomatic no later than 5 business days, unless specifically extended in writing by the State, and at no additional cost to the State.

In the event Axiomatic fails to correct a Deficiency within the allotted period of time, the State may, at its option,: 1) declare Axiomatic in default, terminate the Contract, in whole or in part, without penalty or liability to the State; 2) return Axiomatic's product and receive a full refund for all amounts paid to Axiomatic, including but not limited to, any applicable license fees within (90) days of notification to Axiomatic of the State's intent to request a refund; and 3) to pursue its remedies available at law and in equity.

Notwithstanding any provision of this Contract, pursuant to Contract Agreement – Part 1, Section 14: *Termination*, the State's option to declare Axiomatic in default, terminate the Contract and pursue its remedies shall remain in effect until satisfactory completion of the full Warranty Period.

3. WARRANTY PERIOD

The Warranty Period shall remain in effect until the conclusion or termination of this Contract and any extensions, with the exception of the warranty for non-infringement, which shall survive the termination of this Contract.

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EXHIBIT L
TRAINING SERVICES

Axiomatic shall provide formal training and knowledge transfer activities to ensure that the DRA and DoIT staff is prepared to assume responsibility for the Municipal Services Property Tax Rate Setting System. Axiomatic shall provide knowledge transfer services to 7 DRA staff members (including the Municipal and Property Division Director and Assistant Director, as well as the municipal supervisor and 4 municipal advisors) as well as 3 DoIT staff members, as set forth in Exhibit N, *Axiomatic Statement of Work*. These knowledge transfer activities shall be documented in a Knowledge Transfer Plan that addresses the following: formal technical training sessions, available resources and documentation, help desk support, mentorship, and performance metrics.

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EXHIBIT M
CERTIFICATES

Attached are:

- A. Contractor's Certificate of Vote/Authority
- B. Contractor's Certificate of Good Standing
- C. Contractor's Certificate of Insurance

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EXHIBIT N
STATEMENT OF WORK

See Attachment 1 – Axiomatic Statement of Work.

Statement of Work

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1. GENERAL PROVISIONS

1.1 OVERVIEW

This document defines the agreed upon software and services that Axiomatic, LLC (“Axiomatic”) will provide to the New Hampshire Department of Revenue Administration (“DRA”, and collectively with Axiomatic, the “Parties”). These services include the support and maintenance of the DRA Property Tax Equalization System (“DRAEQ”), DRA Mosaic GIS System (“Mosaic”) and the DRA Property Tax Rate Setting System (“DRAMS”) collectively referred to as the “Municipal and Property Systems”.

1.2 PARTIES

DRA shall be defined as:

The New Hampshire Department of Revenue Administration
109 Pleasant St.
Concord, NH 03301

Axiomatic shall be defined as:

Axiomatic, LLC
500 Market St. Suite 2B
Portsmouth, NH 03801

1.3 HISTORY AND BACKGROUND

Axiomatic is a New Hampshire Limited Liability Corporation engaged in the business of custom software development, business process re-engineering and Geographical Information Systems (“GIS”) consulting.

DRA has developed, as part of its capital improvement plan Municipal and Property Systems (DRAEQ, Mosaic, and DRAMS). These applications require continuous data streams from a variety of sources including municipal assessors, county registrars of deeds, New Hampshire Department of Education and DRA forms PA-34, CD-57S and CD-57P. DRA wishes to engage Axiomatic to maintain these data streams in a manner consistent with the design of the systems and on a schedule commensurate with the needs of municipal and state users to meet their statutorily assigned duties.

The Municipal and Property Systems also will require modifications and/or upgrades to remain consistent with changing statutes and needs of the municipal and/or DRA users. DRA wishes to engage Axiomatic to architect, program, and test these modifications and/or upgrades and to provide technical support to municipal and state staff. Through the course of normal operations DRA and municipal users require technical support for the Municipal and Property Systems.

1.4 DEFINITION OF TERMS

Arm's length transactions: A transaction in which the buyers and sellers act independently and have no relationship to each other.

Computer Assisted Mass Appraisal ("CAMA"): Software used to establish appraisals for real property.

Default Budget: For municipalities who have adopted the appropriate provisions a budget which become active if the primary budget fails at annual meeting.

Pre-review process: Optional DRA service to review draft warrant articles prior to posting.

Property Tax Equalization: Equalization ensures that property taxes applied across multiple jurisdictions are assessed equally and in proportion to fair market value across municipalities through statistical analysis of real estate transactions and the sale price as it relates to the assessed value.

ETL Processes: Extract, Transform, Load – database procedure for transferring data between system by which the operator extracts the desired data from the source database, transforms it to meet the standards of the destination, and finally loads it to the destination database.

Equalization Ratio: Also known as "Ratio" is the assessed value divided by the selling price multiplied by 100.

Equalization Sales Ratio Layer: Also known as "Ratio Layer" is a geographical layer depicting properties that have sold and has information related to them from the DRA Property Tax Equalization System ("DRAEQ").

Equalization Year: Period Beginning October 1st and continuing through September 31 of the following year. Also Known as the "EQ Year"

FEMA FIRM Maps: Federal Emergency Management Agency produced Flood Insurance Rate Maps

Form CD-57: Real Estate Transfer Tax Declaration of Consideration – form P is filed by each purchaser, form S is filed by each seller. CD-57s do contain confidential taxpayer information.

Form MS-1/MS1-V: Summary inventory of Valuation for Towns and Villages. Certification of valuations and estimated revenues sworn to under oath per RSA 75:7

Form MS-10-Municipal report of common trust fund investments

Form MS-9- Municipal report of trust and capital reserve funds

Form MS-25-School report of finances

Form MS-535-Municipal (village) report of finances

Form MS-61-Municipal Tax Collectors report

Form PA-34: The Inventory of Property Transferred Form is filed with DRA and the Municipality in which the property is located within 30 days of the transaction. The PA-34 does not contain confidential taxpayer information.

Grantor: The party who transfers title in real property (seller)

Grantee: A person to whom a conveyance is made (purchaser)

Geographical Information System ("GIS"): A computer system designed to capture, manipulate and manage geographical information.

Land Use Code: A code used to identify the type of use of a particular parcel, i.e. single family home, multi-family 4+ units, commercial, industrial, etc..

Link Error: Referring to CAMA Records which do not have linking parcel map records or vice-versa. Often link errors are the result of errors or inaccuracies in map and lot numbers as recorded in parcel or CAMA files.

Taxing Jurisdiction: In the case of property tax, municipal corporations in New Hampshire responsible for property tax assessment and collection.

Municipal Sharing Pool: A mechanism for municipalities to share parcel map and CAMA data via a web based GIS application.

Meals and Room License Point: A geographical location associated with a license issued by DRA for a business to collect meals and rooms tax.

Municipal Sharing Pool: A voluntary program which allows participating municipalities to view, search and report parcel map, CAMA, and Ratio layer data from other participating municipalities.

Parcel Maps: Also known as "tax maps" they are cadastral representation of ownership boundaries.

PDF Form Data-PDF form data is captured by DRA using "smart" PDF forms that can save form data to a database.

PERM File-A DRA file containing information about RSA's adopted by municipalities

Pre-excluded sale: A sale that has been excluded from equalization due to circumstances about the transaction apparent from the registry of deeds without action from municipal officials. Reasons for pre-exclusion include foreclosure, government entity as grantor/grantee etc.

Registry of Deeds: In New Hampshire registries are located in each county and serve as the official record of real estate transactions.

RETT: Real Estate Transfer Tax – a tax assessed on real estate transactions which is collected by the counties.

RETT Forms: Collectively referring to CD-57 and PA-34 forms.

Rolling Validation: Referring to the municipal practice of validating sales throughout the year instead of waiting until October 1st.

State Owned Land Layer: A geographical layer depicting state owned land.

Tax Year: For the purposes of this document, and for property tax rate setting, a tax year is the period beginning in Q4 of a year and ending in Q4 of the following year. Tax Year 2015 is considered Q4 2014 through Q4 2015 with tax year 2015 rates being set in fall 2015.

Web Maps: Geographical information provided via a web application.

2. STATEMENT OF WORK

2.1 PROPERTY TAX EQUALIZATION

DRAEQ is a custom developed web application that allows state and municipal (town and city) users to review, and validate real estate transaction information to conduct the statutorily required property tax equalization process. DRA and New Hampshire municipalities have used this application since 2012. DRAEQ is powered by three (3) primary data sets supplied by their data owners on a periodic basis (1) Municipal Assessing Data (“CAMA”), (2) County Index of Real Estate Transactions, and (3) DRA Real Estate Transfer Tax (“RETT”) form data (DRA Forms: PA-34, CD-57S, CD-57P). Each of these data sets is run through custom extract, transform, load (“ETL”) process to clean and standardize them prior to being uploaded into DRAEQ.

2.1.1 DATA COLLECTION

MUNICIPAL CAMA DATA COLLECTION

Accurate and up-to-date CAMA data is required for municipal sales validation within DRAEQ. This ensures accurate assessed (current and prior year) values and property code are assigned to each real estate transaction. Axiomatic will annually request and collect CAMA data exports from each of the 235 taxing jurisdictions on DRA’s behalf beginning in August and continuing until all data is collected, or DRA provides notice that the process may be considered complete. In the event that a municipality refuses to provide CAMA data or does not provide it in a timely manner Axiomatic will notify DRA of same and await further instructions per Section 5.1.

It is acknowledged by DRA and Axiomatic that many municipalities choose to send multiple CAMA files for processing throughout the year to coincide with the “rolling validation” of sales. As such, total processed records do not coincide with total statewide CAMA records. Estimated number of records and data sets based on previous year data collections are shown in table 1.

Average Annual CAMA Collection	
<i>Data Sets</i>	<i>Records</i>
430	1,500,000

TABLE 1: CAMA DATA COLLECTION SUMMARY

MUNICIPAL SALES DATA EXPORTS

DRA has created database processes that accept direct sales-data exports from municipal CAMA software. This negates the need for municipal data entry into DRAEQ and has proven to be a benefit to many municipalities. These exports must meet DRA specifications to be processed and assessors must attend a brief DRA training session to be eligible for sales export submission. It is DRA policy to accept and process only one (1) data export per municipality, per year when they have completed all their equalization validation within their CAMA software. The municipality also must simultaneously submit a CAMA export containing their finalized values for that assessing year. Details of data processing are provided in Section 2.1.2.

Reports of data exports received shall be provided to DRA on a monthly basis or as requested by the DRA contract administrator.

Average Annual Sales Export Collection	
<i>Data Sets</i>	<i>Records</i>
61	5,816

TABLE 2: SALES EXPORT SUMMARY

COUNTY DEED INDEX DATA

The authoritative source of real estate transfer records in New Hampshire is the County Registries of Deeds. Having a complete list of transactions is a requirement for the operation of DRAEQ. DRA has secured automated digital exports of the county grantor/grantee index at regular intervals. These exports have been transmitted from the registries to DRA since 2010.

Axiomatic will collect electronic deed index information from each of the ten (10) county registries of deeds on DRA’s behalf. Transmissions will be monitored to ensure transaction records are complete and have matching tax stamp records: In the event of suspected missing records Axiomatic will notify DRA and the county of same. Axiomatic and DRA agree that DRA shall be responsible for continued county participation and transmission of grantor/grantee exports as detailed in section 5.1. Axiomatic shall process grantor/grantee exports in accordance with system specifications as detailed in Section 2.1.2.

Average Annual Deed Collection	
<i>Data Sets</i>	<i>Records</i>
752	55,000

TABLE 3: DEED RECORD SUMMARY

2.1.2 DATA PROCESSING

CAMA DATA

Axiomatic and DRA agree that the burden of standardization of CAMA data falls with DRA. Municipalities may follow local data conventions as appropriate, prudent, and legal for their jurisdiction. Axiomatic will process municipal CAMA data collected as outlined section 2.1.1 using municipal specific ETL processes to convert data to the state standard format. In addition to standardization, each CAMA record will be correlated to the parcel map record as discussed in section 2.2 Mosaic GIS System.

Each municipal processor is designed to run on a standard data export provided by the municipality. Each year approximately twenty (20) municipalities alter their data structure and/or report type resulting in a non-standard export. In these cases Axiomatic will update the municipal specific processes to accommodate the change and ensure proper conversion to the state standard data format. Copies of unprocessed exports will be maintained for the duration of the contract period.

In aggregate, New Hampshire municipalities utilize more than four thousand (4,000) local land use codes. It is necessary to convert these local codes into the DRA standard land use codes. Each municipal assessing record has a specific land use code designation created by the municipality. The equalization process requires that real estate transaction have a common land use code. DRA maintains an equalization land use code list that all local assessing records are translated to through a custom process. Axiomatic will update the land use code translation table on a bi-annual basis to account for municipal data variation, new/updated DRA codes, and data received from the equalization process data feedback loop.

Following the processing and standardization of municipal CAMA data, Axiomatic will aggregate and associate current year assessed value information with previous year's assessed data for inclusion in DRAEQ and Mosaic GIS.

SALES EXPORT DATA

Sales exports which meet the DRA export specifications may be transmitted by properly trained municipal assessors as outlined in Section 2.1.1. Sales Exports must contain town and county id numbers as well as the book and page numbers of the transaction. Additionally the reports must contain all equalization validation information including unique DRA identifiers to link the transaction to the appropriate CAMA record, exclusion code and notes if applicable. Sales exports are complete exports of all transactions for a given time period. Typically the exports will include transactions which are not eligible for equalization studies (easements, foreclosures, bank transactions etc.). These unused records will be stored with the original export but will not be updated into equalization. The Parties understand and agree that because sales data is manually entered into municipal CAMA software they may be data entry errors, specifically with the book and page which prevent some records from being linked and updated in DRAEQ.

REGISTRY OF DEEDS DATA

Axiomatic will process registry of deed data collected per section 2.1.1 using county specific ETL processes that standardize and structure the information to be compatible with DRAEQ. Each month a number of transactions (approximately 20) must have their data corrected to account for data errors (missing book and page, miss-keyed data, etc.). A special set of check processes must be maintained to ensure that these records are identified. Axiomatic will identify, research, and correct these deeds. Additionally Axiomatic will update the check process to ensure that all errors are identified.

Each month a number of transactions (approximately 80) are transmitted with no associated municipality. This is typical and correct for many types of transactions including the sale of mobile homes, however in order to be included in the equalization ratio study, these transactions must be assigned a valid municipality. Axiomatic will identify, research, and assign the correct municipality to these deeds.

For the purposes of equalization, records that are not considered "arm's length transactions" must be flagged as "pre-excluded" (approximately 40% of sales, or roughly 26,000 records annually). Pre-excluded transactions are identified based on information contained in the registry of deeds data including deed type, and grantor/grantee names, and amount of taxes paid. These include foreclosures, bank transactions, and transactions with government entities, among others. Axiomatic will process registry data collected per section 2.1.1 through the pre-exclusion process. The pre-exclusion processor will also be maintained and updated on a regular basis.

For the purposes of Real Estate Transfer Tax Administration deed index records undergo a secondary scrubbing process to identify transactions that have exemptions (government sale, state sale, etc.). Axiomatic will process registry data collected per section 2.1.1 through the exemption process. The exemption processor will also be maintained and updated on a regular basis.

REAL ESTATE TRANSFER TAX "RETT" DATA

Real Estate Transfer Tax ("RETT") forms are submitted to DRA for each real estate transaction. Grantors file a CD-57S and grantees file a CD-57P and a PA-34 form. Paper forms are processed through DRA high speed imaging system and stored in a SQL database. It is the intention of the department to deploy an e-

file RETT solution in 2015 which will receive electronically submitted form data which will be inserted into the same RETT SQL database.

DRAEQ, relies on transaction information provided by the grantee of each transaction via the PA-34 form. PA-34 data is required to gain the most insight into the transaction and accurately determine inclusion or exclusion from ratio studies. DRA shall provide Axiomatic with, at minimum, quarterly exports of PA-34 form data for processing. Axiomatic will integrate all PA-34 data provided by DRA into the DRAEQ system within 5 days of receipt. In the event that only index fields are captured by DRA during their scanning process Axiomatic may request images to provide DRAEQ users with access to the necessary data.

DRAEQ requires index information from CD-57 filings sufficient to link the filing to the transaction within DRAEQ and indicate the presence of a CD-57 record. This index information shall be exported and processed at a minimum quarterly. Axiomatic will process and integrate CD-57 data into the DRAEQ system within 5 days of receipt.

2.1.3 SYSTEM HOSTING & DISASTER RECOVERY

The DRAEQ system will be hosted on a secure Axiomatic server. Axiomatic colocation includes closely monitored Tier 1 Internet connectivity on a 100mbit port, redundant connectivity to multiple providers, fully redundant power supply and 24/7 service monitoring.

DRAEQ data is backed up and archived on a nightly basis both to a local and offsite server. The acceptable disaster recovery method will be rebuilding of the application from the most recent archived backup.

Installation media and instructions as well as the most currently available database backup shall be available to DRA on a quarterly basis.

2.1.4 SYSTEM MAINTENANCE

Axiomatic will provide system maintenance sufficient to ensure smooth operation of DRAEQ. System maintenance tasks include data audits, database management, import/export of data and reports, user creation and management, and security and system updates. Axiomatic will correct any identified system bugs according to section 4.7, and will apply updates accordingly.

2.1.5 SYSTEM ENHANCEMENTS

DRA and Axiomatic are committed to updating DRAEQ to provide efficiencies for both municipal and state users. This section contains identified improvements to be completed within the scope of this project.

UPDATE OF RATIO STUDY GENERATION

Ratio study generation framework will be updated to store information on the total number of sales per land use code (e.g. total number of single family homes, commercial, industrial, etc.). A report will be generated for users to view this information in a tabular format. This enhancement will allow DRA and municipal users to quickly understand the overall distribution of sales within the land use code classifications.

STREAMLINING OF STATE INCLUDE/EXCLUDE SALE FUNCTIONALITY

Sales exclude functionality will be upgraded for state users to include a 'quick exclude'. The quick exclude will automatically adopt the exclusion code used by the town and any associated notes as the states. The

quick exclude will not have any pop-up prompting or confirmation. The Parties agree that for state users a click through prompt is unnecessary and time consuming due to the large numbers of sales they review.

State Include functionality will be modified to eliminate the existing click through pop-up warning window to provide time savings to DRA users.

UPGRADE OF REPORTING MODULE

DRAEQ Reporting module will be upgraded to be compatible with SQL 2014 Reporting Services. Utilizing SQL reporting services will allow more rapid creation of reports without modifications to system code.

ADDITION OF "PENDING STATUS" FOR MUNICIPAL SALES

A "pending" status will be added to municipal sales validation. This will allow municipal users to track their workflow by flagging sales which require further review or input as pending, rather than verified. It is anticipated that this functionality will be optional and will be able to be enabled for those users who desire it.

ADDITIONAL ENHANCEMENTS OR UPGRADES TO BE DETERMINED

DRA may provide requests for enhancements other than those specified in this agreement as needed. DRA contract administrator will provide these requests in writing and Axiomatic shall provide an estimation of effort required to affect the requested change. DRA additional changes shall not exceed 40 hours of coding time in aggregate.

The process for approval of to be determined system enhancements will be as follows:

- DRA will make a request in writing to Axiomatic for a time and cost estimate for proposed system enhancement.
- Axiomatic will provide in writing a time and cost estimate for the proposed system enhancement.
- Within five days of receipt of the time and cost estimate DRA will provide Axiomatic with a "Go" or "No Go" for the proposed system enhancement.
- Upon receipt of a "Go", Axiomatic will commence preparation of the Business Requirements Document (BRD).
- Axiomatic will provide DRA with a completed BRD.
- Upon approval of BRD by DRA, a 30% work progress payment will be invoiced by Axiomatic.
- Axiomatic will commence coding and testing.
- Following successful completion of required testing (per Appendix F) and deployment, Axiomatic will invoice for the remaining balance (70%).

2.1.6 TRAINING

Axiomatic and DRA are committed to providing ongoing training for municipal users. Axiomatic will provide live training sessions at the DRA main office located at 109 Pleasant Street, Concord, NH as well as online via web meetings for municipal users. Training courses will be provided in "refresher" format for users who desire a quick overview of the sales verification process before they begin using the system. "New Employee" training will be conducted and will cover equalization theory as well as sales verification and state review processes.

Axiomatic will conduct a minimum of twelve (12) training sessions, of which at least two (4) will be held live at DRA. Additional training sessions may be added based on demand and request from users or DRA. Axiomatic reserves the right to cancel or re-schedule any training session due to low or no attendance or inclement weather.

Axiomatic will maintain DRAEQ system documentation including training videos, frequently asked questions, and quick help documents to reflect any system changes or new training and education needs.

2.1.7 TECHNICAL SUPPORT

Axiomatic will provide technical and customer support during regular business hours (see section 5.2). Technical support includes municipal user issues regarding inability to access DRAEQ, loss of credentials, procedures for certain transaction types (multi-parcel), generating and uploading CAMA files, creating ratio studies, and using system reports. Technical support inquiries shall be responded to within 24 hours of initial request.

2.1.8 DELIVERABLE SCHEDULE

DRAEQ		
<i>Number</i>	<i>Category</i>	<i>Item</i>
1.1	Data Collection	CAMA Data
1.2	Data Collection	Sales Exports
1.3	Data Collection	Deed Exports
1.4	Data Processing	CAMA Data
1.5	Data Processing	Update and/or rebuild ~20 data processors/annually based on municipal data/system changes
1.6	Data Processing	Identify and correct "link error" records
1.7	Data Processing	Updating of land use code algorithms for 235 CAMA datasets
1.8	Data Processing	Aggregate CAMA into statewide file and insert previous year data
1.9	Data Processing	Sales exports
1.10	Data Processing	Deed exports
1.11	Data Processing	Identify and correct deed/tax stamp errors
1.12	Data Processing	Process all deeds through a pre-exclusion process which eliminates ~40% of deeds from the Equalization process
1.13	Data Processing	Process all deeds through an exemption process which identifies and marks all sales that have legal exemptions
1.14	Data Processing	Process RETT database and integrate data into Equalization system on a quarterly basis
1.15	System Hosting & Disaster Recovery	Host DRAEQ at colocation facility with Tier 1 internet and fully redundant power and internet
1.16	System Hosting & Disaster Recovery	Backup data nightly to local and offsite servers
1.17	System Hosting & Disaster Recovery	Create quarterly backups of system and data for DRA
1.18	System Maintenance	Management of user accounts for DRA
1.19	System Maintenance	Management of user accounts for municipal users
1.20	System Maintenance	Import of data including but not limited to State Ed grants, apportionments, etc.
1.21	System Maintenance	Bug fixes
1.22	System Enhancements	Update of ratio study generation
1.23	System Enhancements	Streamline state include/exclude functionality
1.24	System Enhancements	Upgrade reporting module
1.25	System Enhancements	Municipal pending status
1.26	System Enhancements	TBD enhancements
1.27	Training	Conduct 12 training sessions for municipal users over the web and in person
1.28	Technical Support	Provide technical support to DRA staff via telephone
1.29	Technical Support	Provide technical support to DRA staff via email/web
1.30	Technical Support	Provide technical support to DRA staff in person
1.31	Technical Support	Provide technical support to municipal users via telephone

1.32	Technical Support	Provide technical support to municipal users via email/web
1.33	Technical Support	Provide technical support to municipal users in person

2.2 MOSAIC GIS SYSTEM

The Mosaic Parcel Map (“Mosaic”) is a compilation of municipal parcel maps and CAMA data from the 235 taxing jurisdictions in New Hampshire (234 municipalities + unincorporated locations), combined into a common geospatial format. Municipal specific geospatial and database ETL processes are used to collect, standardize, and aggregate the municipal parcel map data. Linked CAMA data is shared from Mosaic’s “sister system”, DRAEQ allowing sales to be visually depicted geospatially.

Mosaic is served out to DRA users via a secure, web-based searching and reporting system. The system allows DRA to search and locate properties based on the attributes that are maintained for each parcel. DRA has made Mosaic available to other state agencies that execute a Memorandum of Understanding (“MOU”) drafted by DRA via the web system. The MOU requires that partner agencies adhere to data privacy and confidentiality restrictions placed on the data by DRA. Inter-municipality data sharing is also facilitated by DRA through the Municipal Sharing Pool (“MSP”) which is a voluntary program that allows participating municipalities to view and query each other’s information.

Mosaic has been featured in International trade journals, regional publications, and was designated Bright Idea by the Harvard Kennedy School of Government, Ash Center for Democratic Governance in 2012. In 2014, Mosaic won the Urban and Regional Information Systems Association (“URISA”) Exemplary Systems in Government (Enterprise System Category) award.

2.2.1 DATA COLLECTION

Accurate and up-to-date Parcel Map data is required for analysis at DRA data in multiple divisions including: Audit, Collections, and Municipal Services and Property in addition to other state agencies. Parcel map data is typically maintained on an annual basis to be current to April 1st with data updates typically being completed by August of that year. Municipal parcel map data is maintained in either geographical information system (GIS), AutoCAD or scanned raster (PDF, TIFF, etc.) format. Axiomatic will annually request and collect Parcel Map data exports from each of the 235 taxing jurisdictions on DRA’s behalf beginning in August and continuing until all data is collected or DRA provides notice that the process may be considered complete. It must be recognized that not all municipalities update their Parcel Map data annually and as such, in some cases updates may not be available. Details of data processing are provided in Section 2.2.2. In the event that a municipality refuses to provide Parcel Map Data or does not provide it in a timely manner Axiomatic will notify DRA of same, and await further instructions per section 5.1. Estimated number of records and data sets based on previous year data collections are shown in table 4.

Average Annual Parcel Data Collection	
Data Sets	Records
235	600,000

TABLE 4: AVERAGE ANNUAL PARCEL DATA COLLECTION

2.2.2 DATA PROCESSING

MUNICIPAL PARCEL MAP DATA

Axiomatic will process municipal parcel map data collected per section 2.2.1 through two distinct ETL processes. The first processor parses and standardizes the data through the use of spatial models. Following the spatial processing, parcel map data must be cross-correlated with municipal CAMA data to identify and correct miss-matched or omitted records. Each spatial and data processor relies on standard data exports and formats established with the municipality. Each year approximately thirty (30) municipalities alter the parcel map data type and/or structure, which causes the ETL processes to malfunction. In these cases Axiomatic will update the municipal specific spatial and data processors.

Axiomatic will aggregate municipal parcel data into a statewide data set following the processing and standardization of municipal parcel map data. Each parcel map dataset will contain appropriate metadata.

MUNICIPAL NON PARCEL MAP GIS DATA

In addition to parcel data, municipalities provide geospatial files that indicate features such as: political boundaries, road right of way, building footprints, and water features (Including lakes, ponds, rivers, and streams).

These files are critical to provide context to parcel boundary data. Each municipality that provides these files has a spatial ETL process to parse and standardize the data. Axiomatic will process all non-parcel municipal spatial data that is collected per section 2.2.1. Axiomatic will update ETL processes as required to be compatible with updated municipal data formats. Following individual processing all non-parcel map spatial data, Axiomatic will aggregate the information into statewide files.

GIS BASE MAP DATA

To provide context for municipal data in the DRA GIS system, a comprehensive base map must be maintained. Axiomatic will update and maintain current base map files as detailed in table 5. Additional base map layers may be added upon request from the DRA Administrator.

Base Map Data Sets		
<i>Data Set</i>	<i>Maintainer</i>	<i>Est. Update Frequency</i>
Political Boundaries	NH Granit	As available
Road Centerline	NHDOT	Quarterly
Railroads	NHDOT	Quarterly
Flood Insurance Rate Map (FIRM)	FEMA	5 year cycle
National Wetlands Inventory	US-EPA	Annually
Hi Resolution Ortho-Photography (RGB and Infrared)	NHDOT	As available
Digital Elevations Models	National Elevation Data Set	Annually

TABLE 5: BASE MAP DATA SETS

DERIVED DATA

Specialized processing allows the generation of 'derived data' layers including state owned land and a ratio layer. These derived layers provide great value and increased insight into previously un-visualized data.

EQUALIZATION SALES RATIO LAYER

Axiomatic will associate finalized property tax equalization data with its geospatial location to create a "ratio layer". The ratio layer provides a spatial view of all properties that have transacted statewide including their sale price and assessed value at the time of sale. Additionally, the spatial layer contains detailed equalization information. Axiomatic will generate the ratio layers twice per year: (1) A preliminary ratio layer will be created when all municipalities have completed their sales validation for the year, and (2) a final ratio layer when DRA has completed its review of all sales.

STATE OWNED LAND LAYER

Axiomatic will maintain and update a special set of queries that identify land owned by the state of New Hampshire. Axiomatic will join the query output with the proper parcel data to create a geospatial layer. The state owned land layer provides an unparalleled view of government land as indicated by municipal taxing jurisdictions and is shared with participating state agencies. Currently the state owned land database has approximately 3,000 records.

MEALS & RENTALS LAYER

DRA maintains a non-geospatial database of Meals & Rentals (M&R) License holders. On a monthly basis Axiomatic will obtain an export of M&R License holders from DRA and run it through an ETL process to standardize address fields to be compatible with Mosaic Data, and to remove expired licenses. Standardized data will be geo-referenced and loaded into the secure DRA GIS System hosted internally on DRA's network.

MUNICIPAL SHARING POOL LAYER

Axiomatic will maintain a list of all municipalities participating in the Municipal Sharing Pool ("MSP") and make a reduced data set containing only their information for use in the MSP web application. This dataset will be updated quarterly or as needed when municipalities join the MSP.

2.2.3 SYSTEM HOSTING AND DISASTER RECOVERY

DRA GIS SYSTEM

The DRA web GIS system is hosted on two (2) state servers. The first is located at 109 Pleasant Street in Concord (DRA offices) and is accessed only by DRA employees. A second server is located at 27 Hazen Drive in Concord and is utilized by other state agencies that have access to Mosaic. Axiomatic requires remote desktop with associated VPN access to these servers to apply data, map and report updates. Axiomatic shall not be responsible for network speed or uptime for state servers.

MOSAIC SHARING POOL

The MSP GIS Site will be hosted on a secure Axiomatic server. Axiomatic colocation includes closely monitored Tier 1 Internet connectivity on a 100mbit port, redundant connectivity to multiple providers, fully redundant power supply and 24/7 service monitoring.

MSP data is backed up and archived on a nightly basis both to a local and offsite server. The acceptable disaster recovery method will be rebuilding of the application from the most recent archived backup.

Installation media and instructions as well as the most currently available database backup shall be available to DRA on a quarterly basis.

2.2.4 SYSTEM MAINTENANCE

DATA UPDATES

Axiomatic shall update all databases, and author new GIS maps at a minimum monthly or as new data become available. Axiomatic will apply data updates across all DRA GIS servers including the MSP site.

QUERIES & REPORT UPDATES

Axiomatic will produce updated queries and reports upon request from DRA. These reports and queries will be presented to DRA in development state for modifications and/or approval. Once approved Axiomatic will deploy them on the GIS sites of DRA's choosing. It should be noted that access to both queries and reports are controlled with user rights so only specific users or groups who have been granted permissions can access them.

USER CREDENTIAL UPDATES

Axiomatic will create users as necessary to support DRA and partner agencies and municipalities. Users will be granted privileges commensurate with their group settings. Users will be created on the GIS application server which is appropriate for their position, either DRA user, state agency user, or municipal government user.

State Users at Other Agencies	
<i>Agency</i>	<i>Number of Users</i>
• Department of Transportation (DOT)	63
• Department of Safety (DOS) ¹	N/A
• Department of Environmental Services (DES)	35
• Department of Resource and Economic Resources (DRED)	16
• Department of Fish and Game (FISH)	1
• Department of Administrative Services (ADMIN)	1
• New Hampshire Air National Guard (NHANG)	3
• Regional Planning Commissions (RPC's)	15
Total	134

TABLE 6: SUMMARY OF OTHER AGENCY GIS USERS

2.2.5 SYSTEM ENHANCEMENTS

No enhancements will be made to the system.

¹ Department of Safety is provided electronic hard copy data for use in NHView. The Parties understand and agree that internal data usage is not monitored by DRA or Axiomatic.

2.2.6 TRAINING

Axiomatic will conduct quarterly GIS trainings for DRA users to be held in the IT training room located at the DRA main offices at 109 Pleasant Street, Concord NH. Additional training sessions can be scheduled as needed. Quarterly GIS trainings for Municipal Sharing Pool users will be conducted via web meetings. Additional training sessions can be scheduled as needed. Axiomatic reserves the right to cancel training sessions due to low or no attendance.

2.2.7 TECHNICAL SUPPORT

Axiomatic will provide customer support during regular business hours (see section 5.2) to DRA, other state agencies, and Municipal Sharing Pool users. Technical support sessions can be conducted either in person, over the telephone, through web meetings or through email. Technical support inquiries will be responded to within a 24 hours of the initial request.

2.2.8 DELIVERABLE SCHEDULE

<i>Mosaic GIS</i>		
<i>Number</i>	<i>Category</i>	<i>Item</i>
2.1	Data Collection	Parcel data
2.2	Data Processing	Parcel datasets
2.3	Data Processing	Parcel datasets
2.4	Data Processing	Identify and correct "link error" GIS records
2.5	Data Processing	Updating of ~30 python (spatial) models annually to account for municipal data/system changes
2.6	Data Processing	Updating of ~30 data processors annually to account for municipal data/system changes
2.7	Data Processing	Aggregation of Statewide parcel layer
2.8	Data Processing	Processing of additional municipal GIS data layers
2.9	Data Processing	Updating additional municipal GIS data layer spatial processors
2.10	Data Processing	Processing and updating GIS base map data
2.11	Data Processing	Development of derived data set: Preliminary ratio layer
2.12	Data Processing	Development of derived data set: Final ratio layer
2.13	Data Processing	Development of derived data set: State owned parcels
2.14	Data Processing	Data scrubbing for M&R data monthly
2.15	Data Processing	Geolocation of M&R data monthly
2.16	Data Processing	Processing of Municipal Sharing Pool Parcel data
2.17	System Hosting and Disaster Recovery	Host Municipal Sharing Pool at colocation facility with Tier 1 internet and fully redundant power and internet
2.18	System Hosting & Disaster Recovery	Backup data nightly to local and offsite servers
2.19	System Hosting & Disaster Recovery	Create quarterly backups of system and data for DRA
2.20	System Maintenance	Update data on DRA servers (109 Pleasant Street & 27 Hazen Drive)
2.21	System Maintenance	Update data on MSP server
2.22	System Maintenance	Update queries and reports as requested by DRA
2.23	System Maintenance	Manage DRA user credentials
2.24	System Maintenance	Mange other state agency user credentials
2.25	Training	Conduct 6 training session for DRA staff
2.26	Training	Conduct 6 training session for Municipal sharing pool users
2.27	Technical Support	Provide technical support to DRA staff via telephone
2.28	Technical Support	Provide technical support to DRA staff via email/web
2.29	Technical Support	Provide technical support to "partner agencies" staff via telephone
2.30	Technical Support	Provide technical support to "partner agencies" staff via email/web
2.31	Technical Support	Provide technical support to municipal sharing pool users via

		telephone
2.32	Technical Support	Provide technical support to municipal sharing pool users via email/web

2.3 MUNICIPAL SERVICES PROPERTY TAX RATE SETTING SYSTEM

The Municipal Services and Property division at DRA sets property tax rates for over 550 political subdivisions in New Hampshire. For the purposes of property tax rates, political subdivisions or entities are defined as counties, municipalities, village districts, and school districts. In June of 2013, DRA began a project to re-architect the process, and develop a new web application to be used by the department and municipal entities to conduct the property tax rate setting process. The centerpiece of the redevelopment is a web-based, Municipal Services .net, software platform (“DRAMS”) that serves as a digital repository and workspace for the vast quantities of financial information needed to set property tax rates. DRAMS has been designed to integrate with existing DRA Interactive PDF forms to integrate data collected within DRAMS, and externally sourced data.

DRAMS has five major components: (1) Form Status Control Panel (Home Screen), (2) Warrant Article Manager (Warrant article pre-review, budgeting, town meeting, and appropriations), (3) Estimated Revenues Manager, (4) Tax Rate Calculator and the (5) Reporting Module. On November 17, 2014 DRA launched the new Municipal Services Property Tax Rate Setting System.

2.3.1 LAUNCH MANAGEMENT

By July 1, 2015 DRA will have successfully deployed all modules of the of DRAMS and completed warrant article pre-review, budgeting, town meeting and appropriations conversion, with municipal training sessions already conducted for same. In order to successfully utilize the application to set tax rates in the fall of 2015, there are several tasks which DRA and Axiomatic agree are critical and must be completed by December 2015. These tasks include: training and technical support for the estimated revenues and tax rate interfaces, including updated help videos and documentation, and processing data for in-flight PDF forms to integrate the necessary data for tax rate calculations.

ESTIMATED REVENUES MANAGER

Axiomatic will conduct DRA and user training sessions live at DRA headquarters (109 Pleasant St. Concord, NH) and via web meeting. Training will also be available via online instructional video, and quick help sheets with task specific tutorials. Axiomatic will monitor municipal entity status and tailor outreach to entities that have not yet completed the estimated revenue submission process.

Throughout the launch of the Estimated Revenues Manager Axiomatic will provide technical support for DRA and municipal users and apply bug fixes as needed.

TAX RATE CALCULATOR

Axiomatic will conduct DRA and user training sessions both in live trainings at DRA headquarters (109 Pleasant St. Concord, NH) and via web meeting. Training will also be available via online instructional video, and quick help sheets with task specific tutorials. Axiomatic will monitor municipal entity status and tailor outreach to entities that have not yet participated in the Tax Rate process.

Throughout the launch of the Tax Rate Calculator Axiomatic will provide technical support for DRA and municipal users and apply bug fixes as needed.

INTEGRATION OF PDF FORM DATA

There are several DRA PDF forms that are not integrated into the DRAMS software. For completeness these forms and data must be imported into the DRAMS application. Axiomatic will process these forms using existing DRA data processing software and insert it into the DRAMS application. These data updates will be conducted at a minimum weekly during the forms due date period, and may occur up to twice daily during peak submission season. PDF forms to be processed in this manner are outlined in the table 7.

PDF Interactive Form Submissions	
<i>Form Number</i>	<i>Form Name/Description</i>
MS-1 & MS1-V	Summary of Assessed Valuation (Towns/Cities & Villages)
MS-10	Report of Common Trust Investments
MS-9	Report of Trust and Capital Revenue Funds
MS-25	Financial Report of the School
MS-535	Financial Report of the (Town/City or Villages)
MS-61	Tax Collector's Report

TABLE 7: PDF FORMS INTEGRATION

2.3.2 DATA PROCESSING

Throughout the term of this agreement it will be necessary to integrate the form data outlined in table 7. The form data updates will be conducted in accordance with section 2.3.1 Integration of PDF form Data above.

2.3.3 SYSTEM HOSTING AND DISASTER RECOVERY

The DRA MS system will be hosted on a secure Axiomatic server. Axiomatic Co-location includes closely monitored Tier 1 internet connectivity on a 100mbit port, redundant connectivity to multiple providers, fully redundant power supply and 24/7 uptime monitoring.

DRA MS data is backed up and archived on a nightly basis both to a local and offsite server. The acceptable disaster recovery method will be rebuilding of the application from the most recent archived backup.

Installation media and instructions as well as the most currently available database backup shall be available to DRA on a quarterly basis.

2.3.4 SYSTEM MAINTENANCE

Axiomatic will provide system maintenance sufficient to ensure smooth operation of DRAEQ. System maintenance tasks include data audits, database management, import/export of data and reports, user creation and management, and security and system updates. Axiomatic will correct any identified system bugs according to section 4.7, and will apply updates accordingly.

2.3.5 SYSTEM ENHANCEMENTS

PRE-REVIEW PROCESS

Axiomatic will update and refine the pre-review process which allows municipalities to request preliminary reviews of their warrant article language. The current pre-review process does not allow for logging of individual article reviews, capture of record "return" date, or a status for articles reviewed without comment. Proposed Modifications:

- Enable two step request and review process
- Enable municipal entities to select specific warrant articles for review rather than sending all articles
- Provided review queue and expected review turn-around time
- Ability to log number of articles reviewed per entity
- Add “reviewed without comment” functionality for state users

SUPPLEMENTAL SCHEDULES

Axiomatic will integrate the budget supplemental schedule that is used by municipal entities with a Budget Committee (10% rule) in the budget submission workflow. Additionally Axiomatic will integrate the appropriations supplemental schedule that is used by all schools in the appropriations submission workflow.

MS-535/MS-25 DATA REVIEW

Axiomatic will develop an interface for DRA to review and approve MS-535 and MS-25 data. Form data will be captured via the existing PDF forms and processed through Adobe LiveCycle. The proposed interface will contain the following steps:

- Expenditure review that indicates if the entity over or underspend their voted appropriations
- Revenue review that indicates the accuracy of the entities revenue projections
- General fund review that indicates the general financial status of the entities general fund
- Commitment review that indicates the amount actually collected in taxes when compared to the official commitment amount
- Unassigned fund balance review
- School reconciliation review the determines differences in end of year and beginning of year liabilities
- Taxes and liens review that allows the review of financial data and the MS-61 form data

INTEGRATION OF “PERM” FILE

Axiomatic will integrate the DRA “PERM” file which contains information related to certain ordinances that are adopted and rescinded by municipal entities like SB2, Municipal Budget Committee, Exemption and Credits limits, etc.. Currently this information is logged in a flat database table by DRA staff. Axiomatic will convert the existing data structure into a many to one related set of tables. An interface will be developed to allow state users to log and edit information about each entity. Additionally a questionnaire will be developed to be presented to users following the completion of the *Appropriations as Voted* process. The questions will be used as a flag for DRA staff to update PERM file information

DEFAULT BUDGET

Axiomatic will improve the default budget drafting process by introducing the ability to enter prior year values and change amounts. Additionally the Default Budget drafting process will be separated from the warrant article generation process to simply the process for municipal entities.

DISSOLVED ENTITIES

Axiomatic will develop a process to “retire” dissolved entities so the information they have filed in previous years is accessible. The solution will also eliminate the information from the current and future year’s summary table.

NOT RECOMMENDED VALUE MATH CHECKS

Axiomatic will work with DRA to develop methodologies to check not recommended values in warrant articles against the proposed total amount of the warrant article. Most likely this will involve updating the fields listed below:

- “Raise 1” will be changed to “Recommended Amount to be Raised”
- “Raise 2” will be changed to “Not Recommended Amount to be Raised”
- “Total Raise” will be changed to “Total Proposed Budget”

Additionally, the math checks for all warrant articles will need to be updated to account for the change in methodology.

UNIDENTIFIED CHANGES

Axiomatic will make changes yet to be identified by DRA at the time of this document. “Unidentified changes” will be presented by DRA to Axiomatic quarterly for review. At that time DRA will prioritize the changes to ensure critical updates are developed first.

The process for approval of to be determined system enhancements will be as follows:

- DRA will make a request in writing to Axiomatic for a time and cost estimate for proposed system enhancement.
- Axiomatic will provide in writing a time and cost estimate for the proposed system enhancement.
- Within five days of receipt of the time and cost estimate DRA will provide Axiomatic with a “Go” or “No Go” for the proposed system enhancement.
- Upon receipt of a “Go”, Axiomatic will commence preparation of the Business Requirements Document (BRD).
- Axiomatic will provide DRA with a completed BRD.
- Upon approval of BRD by DRA, a 30% work progress payment will be invoiced by Axiomatic.
- Axiomatic will commence coding and testing.
- Following successful completion of required testing (per Appendix F) and deployment, Axiomatic will invoice for the remaining balance (70%).

REPORT CHANGES

Axiomatic will edit existing reports and develop new reports as specified by DRA.

- DRA will request new report or report enhancement
- Axiomatic will provide a time and cost estimate
- DRA will sign off on estimate and work will commence
- Upon successful completion of the system upgrade Axiomatic will invoice DRA for work completed

2.3.6 TRAINING

Axiomatic will conduct three groups of training sessions each year on DRAMS for municipal users. The three training groups are defined as: Warrant Article Drafting/Proposed Budget Generation, Appropriations Conversion, and Tax Rate Calculation. Each of training group will have a minimum of 10 sessions (total 30 trainings per year) held over the web and in person. Classroom trainings will be conducted in the DRA training room located at 109 Pleasant Street, Concord NH. Axiomatic reserves the right to cancel training sessions due to low or no attendance.

Axiomatic will conduct ongoing training for DRA staff, supervisors and administrators on the system and updates that are integrated.

2.3.7 TECHNICAL SUPPORT

Axiomatic will provide customer support during regular business hours (see section 5.2) to DRAMS municipal users. Technical support sessions can be conducted either in person, over the telephone, through web meetings or through email. Technical support inquiries will be responded to within a 24 hour window of the initial request.

Axiomatic will provide customer support during regular business hours (see section 5.2) to DRAMS state users. Technical support sessions can be conducted either in person, over the telephone, through web meetings or through email. Technical support inquiries will be responded to within a 24 hour window of the initial request.

2.3.8 KNOWLEDGE TRANSFER

It is the intention of DRA to assume full control of the Municipal Tax Rate Setting System effective January 1, 2017. It is necessary for Axiomatic to transfer knowledge to appropriate DRA and DoIT resources to ensure that this goal is achievable. Knowledge transfer will be broken into four segments, (1) Technical Support Training, (2) Train the Trainer, (3) Database Training, (4) User interface training.

TECHNICAL SUPPORT TRAINING

Technical support training will provide DRA and DoIT staff the ability to handle technical inquiries from the municipal users and MS advisor staff. The training will utilize the historical call log, frequently asked questions (FAQ), and mock support calls. A total of 64 hours will be dedicated to technical support training.

TRAIN THE TRAINER

Train the training will focus on transferring the knowledge of how the system works, and previous methods used to convey functionality to municipal users. Utilizing existing training materials, help videos, and frequently asked questions (FAQ) will prepare DRA and DoIT staff to assume the training program effective 1/1/2017. A total of 24 hours will be dedicated to the train the trainer training.

DATABASE TRAINING

Database training will focus on the architecture and data structure of the SQL database that is used as the backbone of the Tax Rate Setting System. This training will be with DoIT staff only. A total of 48 hours will be dedicated to database training.

USER INTERFACE TRAINING

User interface training will focus on the graphical user interface (GUID) of the Tax Rate Setting System and includes but is not limited to; architecture, functionality, graphical design and tactile user experience. It is anticipated that the DoIT staff assigned to database training will also be receiving the training for the user interface. A total of 48 hours will be dedicated to user interface training.

2.3.9 DELIVERABLE SCHEDULE

<i>Municipal Services Tax Rate Setting System</i>		
<i>Number</i>	<i>Category</i>	<i>Item</i>
3.1	Launch Management	Develop training materials for estimated revenues management module for DRA staff
3.2	Launch Management	Develop training materials for estimated revenues management module for municipal entities

3.3	Launch Management	Conduct training on estimated revenues management module for DRA staff
3.4	Launch Management	Conduct training on estimated revenues management module for municipal entities
3.5	Launch Management	Develop training materials for tax rate calculator module for DRA staff
3.6	Launch Management	Develop training materials for tax rate calculator module for municipal entities
3.7	Launch Management	Conduct training on tax rate calculator for DRA staff
3.8	Launch Management	Conduct training on tax rate calculator for municipal entities
3.9	Launch Management	Update system manuals based on DRA feedback
3.10	Launch Management	Integration of PDF form data
3.11	Data Processing	MS-1/MS-1V forms
3.12	Data Processing	MS-10 forms
3.13	Data Processing	MS-9 forms
3.14	Data Processing	MS-25 forms
3.15	Data Processing	MS-535 forms
3.16	Data Processing	MS-61 forms
3.17	System Hosting and Disaster Recovery	Host Municipal Sharing Pool at colocation facility with Tier 1 internet and fully redundant power and internet
3.18	System Hosting & Disaster Recovery	Backup data nightly to local and offsite servers
3.19	System Hosting & Disaster Recovery	Create quarterly backups of system and data for DRA
3.20	System Maintenance	Management of user accounts for DRA
3.21	System Maintenance	Management of user accounts for municipal users
3.22	System Maintenance	Import of data including but not limited to State Ed grants, apportionments, etc.
3.23	System Maintenance	Bug fixes
3.24	System Enhancements	Pre-review process
3.25	System Enhancements	Supplemental budget schedule
3.26	System Enhancements	Supplemental appropriations schedule
3.27	System Enhancements	MS-535/MS-25 data capture
3.28	System Enhancements	Integration of PERM file
3.29	System Enhancements	Default budget updates
3.30	System Enhancements	Dissolved entities workflow
3.31	System Enhancements	Not recommended value checks
3.32	System Enhancements	Unidentified changes
3.33	System Enhancements	Reporting changes
3.34	Training	Conduct Warrant Article Drafting training sessions
3.35	Training	Conduct Appropriations Conversion training sessions
3.36	Training	Conduct Tax Rate Calculation training sessions
3.37	Training	Ongoing training for DRA staff
3.38	Technical Support	Provide technical support to DRA staff via telephone
3.39	Technical Support	Provide technical support to DRA staff via email/web
3.40	Technical Support	Provide technical support to DRA staff in person
3.41	Technical Support	Provide technical support to municipal users via telephone
3.42	Technical Support	Provide technical support to municipal users via email/web
3.43	Technical Support	Provide technical support to municipal users in person
3.44	Knowledge Transfer	Technical support
3.45	Knowledge Transfer	Train the trainer
3.46	Knowledge Transfer	Database
3.47	Knowledge Transfer	Graphical user interface

3. COMMUNICATIONS AND REPORTING

3.1 PROGRESS REPORTING

Axiomatic will provide a monthly progress report detailing all activities pertinent to the contract work. The report will be transmitted electronically to the DRA Administrator.

3.2 CHANGE CONTROL

If DRA or Axiomatic wishes to alter the scope of the work under this agreement the parties agree to the following:

- a. The contract administrator for the party that makes the request to change the scope of work ("Requestor") under this agreement will provide the following information in writing to the receiving party ("Requestee"):
 - a. Date of initial request
 - b. Description for the proposed change
 - c. Reason for proposed change
- b. Change requests will be reviewed monthly with the contract administrators from both parties. At this time, change request will be prioritized.
- c. The Requestee will make reasonable efforts to investigate the impact of the change request.
- d. If DRA is the Requestor, Axiomatic will provide firm fixed costs for the request.
- e. If both DRA and Axiomatic agree to the requested changes in writing the score of this agreement will be officially altered DRA agrees to honor any increase in cost as a result of the requested change subject to standard state of NH contracting procedures and approvals.

4. GENERAL TERMS AND CONDITIONS

4.1 DATA COLLECTION REQUIREMENTS

Axiomatic cannot and will not compel entities to provide requested information. In the event that Axiomatic is unable to collect data from a municipality for the Property Tax Equalization, Mosaic GIS System, or Municipal Services Property Tax Rate Setting System a written notification will be sent to DRA with the number of attempts and parties contacted. DRA and Axiomatic can then meet to determine an appropriate course of action. Axiomatic shall not responsible for municipal entities that refuse to provide their information to DRA and such a refusal shall not constitute Axiomatic's lack of performance under this agreement.

4.2 TECHNICAL SUPPORT HOURS

Technical support hours are Monday through Friday from 8:00 AM-4:30 PM excluding holidays and unintended office closures. Holidays are defined as: New Year's Day, Civil Rights Day, President's Day, Memorial Day, Independence Day, One day before or after Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, the Friday directly following Thanksgiving Day (Black Friday), Christmas Eve, Christmas Day, New Year's Eve. Axiomatic reserves the right to close their offices and suspend technical support in the event of inclement weather, power outages, natural disasters, acts of terror or acts of god.

4.3 ACCESS TO DRA INFORMATION AND PERSONNEL

DRA will provide Axiomatic with access to State information, data and managerial, technical, policy and user personnel as reasonably required to perform this contract.

4.4 AXIOMATIC NETWORKING AND ON SITE OFFICE REQUIREMENTS

DRA will provide Axiomatic work space capable of accommodating two people during regular business hours. Additionally DRA will provide Axiomatic personnel with two computers and 4 monitors to conduct work while at DRA. DRA will provide all Axiomatic personnel with state login credentials and access to necessary servers via a Virtual Private Network (VPN).

4.5 NOTICES

All notices shall be in writing and shall be delivered personally, by United States certified or registered mail, postage prepaid, return receipt requested, or by a recognized overnight delivery service. Any notice must be delivered to the parties at their respective addresses set forth below their signatures or to such other address as shall be specified in writing by either party according to the requirements of this section. The date that notice shall be deemed to have been made shall be the date of delivery, when delivered personally; on written verification of receipt if delivered by overnight delivery; or the date set forth on the return receipt if sent by certified or registered mail.

4.6 WEB PERFORMANCE

Axiomatic will maintain hardware and communications links that will provide adequate performance for the Web applications that Axiomatic operates for DRA.

4.7 DEFECT REMEDY

Remedy of Defect, or "Bug Fixes" are defined as the emergency repair of any system operation that does not comply with the current signed and approved system specification. This includes system errors, "hung" or halted screens, or unexpected results within the system that render it unusable for the purpose for which it was designed.

DRA shall notify axiomatic in writing of any perceived or encountered bugs as soon as possible. DRA and Axiomatic will assign a bug severity level according to the metric below which shall dictate appropriate response and resolution times. Axiomatic will provide daily, or weekly status updates as appropriate until the defect is resolved.

Severity 1 (Critical)	Severity 2 (High)	Severity 3 (Medium)	Severity 4 (Low)
Work Outage			
The application failure causes the DRA or Municipalities to be unable to work or perform some significant portion of their job.	The application failure causes the DRA or Municipalities to be unable to work or perform some significant portion of their job.	The application failure causes DRA or Municipalities to be unable to perform <i>some small portion</i> of their job, but they are still able to complete most other tasks. May also include questions and	The application failure causes DRA or Municipalities to be unable to perform a <i>minor</i> portion of their job, but they are still able to complete most other tasks.

Severity 1 (Critical)	Severity 2 (High)	Severity 3 (Medium)	Severity 4 (Low)
		requests for information.	
Number of Users			
The application failure affects a <i>large</i> number of users.	The application failure affects a <i>large</i> number of users.	The application failure affects a <i>small</i> number of users.	The application failure may only affect one or two users.
Workaround <i>[This bullet carries the heaviest weighting of the characteristics for Severity 1 and 2.]</i>			
There is no acceptable workaround to the problem (i.e., the job cannot be performed in any other way).	There is an acceptable and implemented workaround to the problem (i.e., the job can be performed in some other way).	There may or may not be an acceptable workaround to the problem.	There is likely an acceptable workaround to the problem.
Response Time			
Within one hour.	Within four hours.	Within eight hours or by next business day (EST).	Within eight hours or by next business day (EST).
Resolution Time			
The maximum acceptable resolution time is 24 continuous hours, after initial response time.	The maximum acceptable resolution time is five business days.	The maximum acceptable resolution time is 30 business days.	The maximum acceptable resolution time is 90 calendar days.

TABLE 8: DEFECT RESOLUTION MATRIX

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 Axiomatic, LLC is a New Hampshire limited liability company filed on May 1, 2015. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law; and that a certificate of cancellation has 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 1st day of May, A.D. 2015

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

William M. Gardner
Secretary of State

Limited Liability Certification of Authority

I, Patrick Santoso hereby certify that I am a manager-member of Axiomatic LLC, a New Hampshire limited liability corporation.

I certify that David Salzer is a manager-member of Axiomatic LLC and is authorized to bind the company pursuant to provisions in the LLC Operating Agreement and that no resolution, member vote, or other document or action is necessary to grant him such authority. I understand that the State of New Hampshire will rely on this Certificate as evidence that David Salzer has full authority to bind the company.

Date: 4/27/15

ATTEST: 
Patrick Santoso
Manager-Member



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/23/2015

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 Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com														
INSURED Axiomatic, LLC 319 Lincoln Ave Portsmouth NH 03801	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Hiscox Insurance Company Inc</td> <td style="text-align: center;">10200</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hiscox Insurance Company Inc	10200	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	UDC-1465928-CGL-14	06/20/2014	06/20/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg. \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$								
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$								
	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	N/A				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">PER STATUTE</th> <th style="width: 50%;">OTH-ER</th> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
PER STATUTE	OTH-ER														
E.L. EACH ACCIDENT	\$														
E.L. DISEASE - EA EMPLOYEE	\$														
E.L. DISEASE - POLICY LIMIT	\$														
A	Professional Liability	Y		UDC-1465928-EO-14	06/20/2014	06/20/2015	Each Claim: \$ 2,000,000 Aggregate: \$ 2,000,000								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The State of New Hampshire Department of Revenue is an additional insured.

CERTIFICATE HOLDER The State of New Hampshire Department of Revenue Attn: John Beardmore 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
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Hiscox Insurance Company Inc.

Policy Number: UDC-1465928-CGL-14
Named Insured: Axiomatic, LLC
Endorsement Number: 21
Endorsement Effective: April 21, 2015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) for whom you are performing operations or leasing a premises when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

A person's or organization's status as an additional insured under this endorsement ends when your operations or lease agreement for that additional insured are completed.



Hiscox Insurance Company Inc.

Policy Number: UDC-1465928-CGL-14
Named Insured: Axiomatic, LLC
Endorsement Number: 21
Endorsement Effective: April 21, 2015

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1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

A person's or organization's status as an additional insured under this endorsement ends when your operations or lease agreement for that additional insured are completed.



Hiscox Insurance Company Inc.

Policy Number: UDC-1465928-EO-14
Named Insured: Axiomatic, LLC
Endorsement Number: 5
Endorsement Effective: April 21, 2015

E5424.1 Blanket Additional Insured Endorsement (PL)

In consideration of the premium charged, it is understood and agreed that the Policy is amended as follows:

1. In Clause VI. **DEFINITIONS**, paragraph V., "**You**' or '**Your**,'" is amended to include the following at the end thereof:

You or **Your** shall also include any **Additional Insured** but only for the **Wrongful Acts** of those contemplated in paragraphs 1., 2. or 3. of the definition of "**You**' or '**Your**'":

2. The following definition is added to Clause VI. **DEFINITIONS**:

AI-A. **Additional Insured** means any person(s) or organization(s) with whom **You** have agreed in a written contract or agreement to add them as an additional insured to a policy providing the type of coverage afforded by this Policy, provided the contract or agreement:

1. is currently in effect or becomes effective during the **Policy Period**; and
2. was executed before the **Professional Services** from which the **Claim** arises were performed.

3. In Clause III. **EXCLUSIONS**, paragraph F. is deleted in its entirety and replaced with the following:

F. brought by or on behalf of one **Insured** against another **Insured**; provided, however, this Exclusion will not apply to any **Claim** brought by an **Additional Insured** in any capacity other than that of an **Additional Insured**.

All other terms and conditions remain unchanged.