



State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

October 3, 2016

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

Sole Source

Requested Action

Authorize the Department of Safety, Division of Motor Vehicles to exercise an option to renew the **sole source** contract with Penton Business Media, Inc. (VC# 177751-P001) New York, NY in the amount of \$197,206.00, increasing the total contract amount from \$295,809.00 to \$493,015.00, and extending the end date from December 31, 2016 to December 31, 2018, for vehicle valuation and identification information services required for the Municipal Agent Automation Project (MAAP). The original contract was approved by the Governor and Executive Council on January 15, 2014 as item #56 that included provisions for one two-year extension. The renewal is effective upon Governor and Council approval beginning January 1, 2017 through December 31, 2018. Funding Source: 100% Revolving Funds (Plate Fees).

Funding is available in the SFY2017 operating budget and contingent upon availability and continued appropriations in SFY2018 and 2019 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-233015-81070000 Dept. of Safety – Division of Motor Vehicles – Reflectorized Plate Inventory
057-0532 Books, Periodicals, Subscrip – Electronic Media

<u>SFY2017</u>	<u>SFY2018</u>	<u>SFY2019</u>	<u>Total</u>
\$49,301.50	\$98,603.00	\$49,301.50	\$197,206.00

Explanation

This contract amendment is **sole source** since the original contract with Penton Business Media, Inc. is sole source. The purpose of this contract amendment is to continue to provide the towns and cities that use the MAAP motor vehicle registration program and those that are on-line with the DMV with the necessary vehicle and valuation data to complete motor vehicle registration transactions. The vehicle valuation data is required by all town and city clerks and by the DMV in order to calculate the local motor vehicle tax values, which are based on the age and book value of the vehicle, for registering motor vehicles. This data is also used for determining weights and other information used in the registration of certain commercial, watercraft, and other specialized vehicles. Penton Business Media, Inc. provides this information in electronic files so it can be integrated into the MAAP computer program. Without vehicle identification and valuation services, MAAP cannot function and registrations cannot be processed. Penton also provides electronic vehicle valuation data directly to vendors that provide motor vehicle registration software to several towns and cities and vehicle valuation information in paper format to the towns that are not on-line to the Division of Motor Vehicles.

The annual pricing, effective upon contract amendment approval, for the vehicle valuation data remains unchanged without any increase at \$98,603.00 per year. This pricing also includes twenty licenses for the DMV to have on-line access to all the vehicle valuation data received in the electronic flat files, plus on-line access to all watercraft information. Approval of this contract will provide motor vehicle valuation information to the DMV and the town and city clerks, so motor vehicle registrations can continue to be processed.

Respectfully submitted,

John J. Barthelmes
Commissioner of Safety



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.nh.gov/doit

Denis Goulet
Commissioner

August 31, 2016

John J. Barthelmes
Commissioner
Department of Safety
33 Hazen Drive
Concord, NH 03305

Dear Commissioner Barthelmes:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to enter into a contract amendment with Penton Business Media, Inc., as described below and referenced as DoIT No. 2014-078A.

This is a request to extend the contract to provide motor vehicle valuation information data to the Division of Motor Vehicles (DMV) and the town and city clerks that use the MAAP motor vehicle registration program to complete motor vehicle registration transactions. The contract amendment includes funding for \$197,206.00, increasing the total amount from \$295,809.00 to \$493,015.00, effective on the date of the Governor and Council approval through December 31, 2018.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", written over a horizontal line.

Denis Goulet

DG/mh
DOS 2014-078A

cc: Scott Hopkins, IT Manager

Amendment 1
Non-Exclusive License Agreement
Vehicle Valuation and Identification Services

This Agreement (hereinafter called the "Amendment") is by and between Penton Business Media, Inc., d/b/a Price Digests, (VC# 177751-P001), and the State of New Hampshire acting by and through the Department of Safety, Division of Motor Vehicles (DOS).

WHEREAS, pursuant to an Agreement (herein after referred to as the "Agreement"), approved by the Governor and Executive Council, on January 15, 2014, Item # 56, Penton Business Media, Inc., d/b/a Price Digests agreed to supply certain vehicle valuation and identification data upon the terms and conditions specified in the Agreement and in consideration of payment by the DOS, certain sums as specified therein;

WHEREAS, pursuant to Exhibit A, section 3., the Agreement may be extended for one additional term of two (2) years subject to approval by the New Hampshire Governor and Executive Council;

WHEREAS, Penton Business Media, Inc., d/b/a Price Digests and the DOS have agreed to amend the Agreement;

WHEREAS, the DOS agrees to increase the Agreement price by \$197,206.00 to bring the total Agreement price to \$493,015.00 for certain vehicle valuation and identification data through December 31, 2018;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

The Agreement is hereby amended as follows:

1. Amend the General provisions, Section 1.7 Completion Date is extended for a period of up to two (2) years through December 31, 2018.
2. Amend the General provisions, Section 1.8 by increasing the Price Limitation by \$197,206.00 from \$295,809.00 to not to exceed \$493,015.00.

CONTINUANCE OF AGREEMENT: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties there under shall remain in full force and effect in accordance with the terms and conditions set forth therein.

EFFECTIVE DATE OF THE AMENDMENT: This Amendment shall be effective upon its approval by the Governor and Executive Council of the State of New Hampshire. If approval is withheld, this document shall become null and void, with no further obligation or recourse to either party.

Date 8/1/16 Initials AFS

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year written above.

Penton Business Media, Inc., d/b/a Price Digests

By: *Andrew Schindka*
Title SVP

Date: 8/1/16

Corporate Signature Notarized:

STATE OF New York

COUNTY OF New York

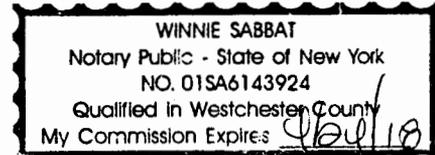
On this the 1st day of August, 2016, before me, Winnie Sabbat, the undersigned Officer Andrew Schindka, personally appeared and acknowledged her/himself to be the SVP, of Penton Business Media, Inc., a corporation, and that she/he, as such Andrew Schindka being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as SVP.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Winnie Sabbat
Notary Public/Justice of the Peace

My Commission Expires: 4/22/18

(SEAL)



**STATE OF NEW HAMPSHIRE
Department of Safety**

By: *Andrew Savoie*

Date: 9/29/16

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

OFFICE OF THE ATTORNEY GENERAL

By: *W. J. ...*
Assistant Attorney General

On: 10/1/16

GOVERNOR AND COUNCIL OF NEW HAMPSHIRE

On: _____,

Signed: _____

Title: _____

OFFICER'S CERTIFICATE

I, Nicola Allais, the Chief Financial Officer and Executive Vice President of Penton Business Media, Inc., a Delaware corporation (the "Corporation"), do hereby certify, on behalf of the Corporation, as follows:

1. Attached as Exhibit A hereto is a complete and correct copy of the resolutions passed unanimously by the Board of Directors of the Corporation, authorizing Andrew Schmolka to execute on behalf of the Corporation, and legally bind Penton, to contracts, reports, plans certifications and other documents as required for the proper conduct of the Corporation's business.
2. Such resolutions are, and were as of August 1, 2016, in full force and effect.

IN WINESS WHEREOF, I have hereunto signed my name.



Nicola Allais
CFO & Executive Vice President

Date: August 1, 2016

Exhibit A to Officer's Certificate

[See next page.]

**Actions Taken By Unanimous Written
Consent of the Board of Directors**

PENTON BUSINESS MEDIA HOLDINGS, INC.

PENTON BUSINESS MEDIA, INC.

PENTON MEDIA, INC.

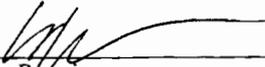
June 1, 2010

The undersigned Directors, constituting the entire Board of Directors (the "**Board**") of Penton Business Media Holdings, Inc.; Penton Business Media, Inc.; and Penton Media, Inc., each a Delaware corporation (collectively, the "**Corporations**"; each, individually, a "**Corporation**"), acting without a meeting pursuant to Section 141(f) of the General Corporation Law of the State of Delaware, hereby takes the following actions by written consent:

RESOLVED, that effective June 1, 2010, Andrew F. Schmolka be, and hereby is, elected as the Senior Vice President, General Counsel and Secretary of each Corporation, to serve until his successor is duly elected and qualified, or until his earlier resignation or removal in accordance with each Corporation's respective By-Laws, and that in such capacities, he is and shall be authorized to execute on behalf of the Corporations, and legally bind the Corporations, to contracts, reports, plans certifications and other documents as required for the proper conduct of the Corporations' business.

[signatures appear on following page]

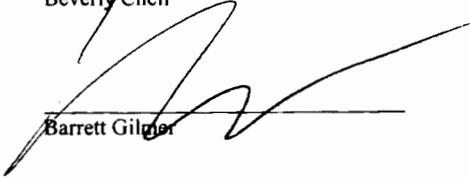
IN WITNESS WHEREOF, the undersigned directors have executed this consent as of the date written above.



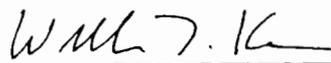
Anup Bagaria



Beverly Chell



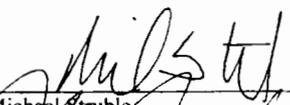
Barrett Gilmer



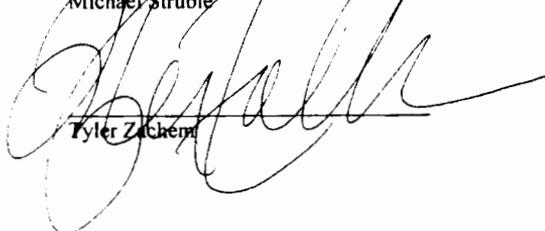
William T. Kerr



Sharon Rowlands



Michael Struble



Tyler Zichem

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 Penton Business Media, Inc. a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on June 17, 2003. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 4th day of August, A.D. 2016

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/27/2016

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 Commercial Lines - 952-242-3100 Wells Fargo Insurance Services USA, Inc. 400 Highway 169 South St. Louis Park, MN 55426	CONTACT NAME: Jolene Olson PHONE (A/C, No, Ext): (952) 242-3139 FAX (A/C, No): (866) 850-0954 E-MAIL ADDRESS: Jolene.Olson@wellsfargo.com														
INSURED Penton Business Media Holdings LLC 1166 Avenue of the Americas 10th Floor New York, NY 10036	<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 : American Zurich Insurance Company</td> <td style="text-align: center;">40142</td> </tr> <tr> <td>INSURER B : Federal Insurance Company</td> <td style="text-align: center;">20281</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 : American Zurich Insurance Company	40142	INSURER B : Federal Insurance Company	20281	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES
CERTIFICATE NUMBER: 10515675
REVISION NUMBER: See below

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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			CPO 0117390-01	06/01/2016	06/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	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) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			79880788	06/01/2016	06/01/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	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	N/A	WC 0117391-01	06/01/2016	06/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

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

Evidence of Coverage

CERTIFICATE HOLDER
CANCELLATION

 State of New Hampshire
 Attn: Arthur Garlow
 Department of Safety, Division of Motor Vehicles
 23 Hazen Drive
 Concord, NH 03305

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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ACORD 25 (2014/01)



CYB01A27/002307/02/02/0/0/0



State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791

RG# 143031

JOHN J. BARTHELMES
COMMISSIONER

December 2, 2013

INC# 56

01-15-2014

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

Requested Action

Authorize the Department of Safety, Division of Motor Vehicles to enter into a sole source contract with Penton Business Media, Inc. (VC# 177751-P001) New York, NY, in an amount not to exceed \$295,809.00 to contract for vehicle valuation and identification information services required for the Municipal Agent Automation Project (MAAP). Effective January 1, 2014, or upon Governor and Executive Council approval, whichever is later, through December 31, 2016, with the option to renew for one additional two-year period, also subject to Governor and Council approval. Funding Source: 100% Revolving Funds (Plate Fees).

Funding is available in the SFY2014 and 2015 operating budgets and contingent upon availability and continued appropriations in SFY2016 and 2017 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-233015-81070000 Dept. of Safety – Division of Motor Vehicles – Reflectorized Plate Fund
057-0532 Books and Periodicals

<u>SFY2014</u>	<u>SFY2015</u>	<u>SFY2016</u>	<u>SFY2017</u>	<u>Total</u>
\$49,301.50	\$98,603.00	\$98,603.00	\$49,301.50	\$295,809.00

Explanation

This contract is sole source since Penton Business Media, Inc. was the only company to respond to a Request for Information (RFI) issued by the Division of Motor Vehicles (DMV). Penton Business Media, Inc. demonstrated in its response its ability to implement the vehicle valuation and identification information services required for the Municipal Agent Automation Project (MAAP). This RFI requested information and pricing on vehicle valuation information services and was placed on the Department of Administrative Services, Bureau of Purchase and Property, current bids website from August 16, 2013, through September 16, 2013. The purpose of this contract, which is based on calendar years, is to provide the towns and cities that use the MAAP motor vehicle registration program and the towns and cities that are on-line with the DMV with the necessary vehicle and valuation data to complete motor vehicle registration transactions. The vehicle valuation data is required by all town and city clerks and by the DMV in order to calculate the local motor vehicle tax values, which are based on the age and book value of the vehicle, for registering motor vehicles. This data is also used for determining weights and other information used in the registration of certain commercial, watercraft, and other specialized vehicles. Penton Business Media, Inc. currently provides this information in electronic files so it can be integrated into the MAAP computer program. Without vehicle identification and valuation services, MAAP cannot function and registrations cannot be processed. Penton Business Media, Inc. also provides electronic vehicle valuation data directly to vendors that provide motor vehicle registration software to several towns and cities and vehicle valuation information in paper format to the towns that are not on-line to the Division of Motor Vehicles.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
December 2, 2013
Page 2 of 2

The annual pricing, effective upon contract approval, for the vehicle valuation data remains unchanged from the current contract DMV has with Penton Business Media, Inc. without any increase at \$98,603.00 per year including the optional one additional two-year period. This pricing also includes twenty licenses for the DMV to have on-line access to all the vehicle valuation data received in the electronic flat files, plus on-line access to all watercraft information.

Approval of this contract will provide motor vehicle valuation information to the DMV and the town and city clerks, so motor vehicle registrations can continue to be processed.

Respectfully submitted,


John J. Barthelme
Commissioner of Safety



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.nh.gov/doit

Peter C. Hastings
Commissioner

December 4, 2013

John J. Barthelmes
Commissioner
Department of Safety
33 Hazen Drive
Concord, NH 03305

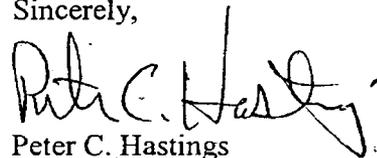
Dear Commissioner Barthelmes:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to enter into a contract with Penton Business Media, Inc., (Penton) as described below and referenced as DoIT No. 2014-078.

This is a purchase of motor vehicle valuation data by the Division of Motor Vehicles (DMV) to provide New Hampshire towns and cities that use the MAAP motor vehicle registration program and the towns and cities that are on-line with DMV the necessary vehicle data to complete motor vehicle registration transactions. Penton provides this information in electronic files which can be integrated into the MAAP computer program. The cost of this project is not to exceed \$295,809. The contract term is from Governor and Executive Council Approval through December 31, 2017.

A copy of this letter should accompany the Department of Safety submission to the Governor and Executive Council for approval.

Sincerely,



Peter C. Hastings

PCH/dcp
DOS 2014-078

cc: David Perry, Contracts Manager, DoIT Logistics

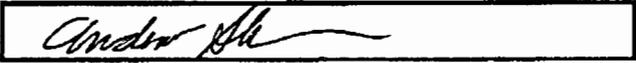
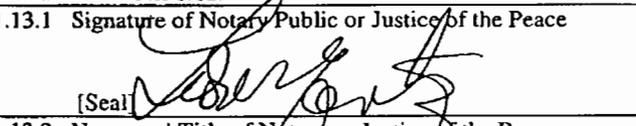
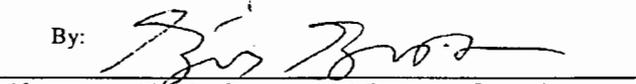
Subject: Penton Business Media, Inc., d/b/a Price Digest, vehicle valuation service

FORM NUMBER P-37 (version 1/09)

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>Department of Safety</u>		1.2 State Agency Address <u>33 Hazen Drive Concord New Hampshire 03305</u>	
1.3 Contractor Name <u>Penton Business Media, Inc., d/b/a Price Digest</u>		1.4 Contractor Address <u>1166 Ave. of the Americas, 10th Floor, New York, NY 10036</u>	
1.5 Contractor Phone Number <u>913-851-5139</u>	1.6 Account Number <u>02-23-23-233015-8107-057</u>	1.7 Completion Date <u>December 31, 2016</u>	1.8 Price Limitation <u>not to exceed \$295,809.00</u>
1.9 Contracting Officer for State Agency <u>Elizabeth A. Bielecki, Director of Administration</u>		1.10 State Agency Telephone Number <u>603-227-4050</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Andrew Schmalkey SVP</u>	
1.13 Acknowledgement: State of <u>New York</u> , County of <u>New York</u> On <u>Nov 15 2013</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 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>TERRI KRAVETZ, Notary Public</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Director of Administration</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>12/18/13</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

7. PERSONNEL.

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

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

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

Exhibit A

Penton Business Media, Inc., d/b/a Price Digests
Non-Exclusive License Agreement
Vehicle Valuation and Identification Services

Scope of Services

Penton Business Media, Inc., d/b/a Price Digests, 1166 Avenue of the Americas, 10th Floor, New York, New York, 10036, (VC# 177751-P001), shall provide Price Digests vehicle valuation and identification data to the State of New Hampshire, Department of Safety, Division of Motor Vehicles, 23 Hazen Drive, Concord, NH 03305, as follows:

1. Vehicle identification and valuation products and services as described in the Penton Business Media Inc., d/b/a Price Digests non-Exclusive License Agreement, attached hereto and hereby made a part of this agreement.
2. For a term of three (3) years commencing upon January 1, 2014, or upon approval by the Governor & Executive Council, whichever is later, and ending December 31, 2016, unless sooner terminated in accordance with the Provisions hereof.
 - 2.1. Notwithstanding the foregoing, it is hereby understood that this Agreement is conditioned upon its approval by the Governor and Executive Council of the State of New Hampshire and, in the event that said approval request is denied, then this Agreement shall terminate, and all obligations of the parties hereto shall cease.
3. With the approval of the Division of Motor Vehicles and Penton Business Media, Inc., d/b/a Price Digests this agreement may be extended for one (1) additional term of two (2) years, under the terms and conditions contained in the agreement and subject to approval by the New Hampshire Governor and Executive Council.
4. The contact person for Penton Business Media, Inc., is Dan Smith or his designee, telephone # 913-851-5139, fax # 913-514-7179, e-mail Dan.Smith@penton.com.
5. The contact person for the Department of Safety regarding agreement issues is Arthur Garlow or his designee, telephone # 603-227-4050, fax # 271-7800, e-mail arthur.garlow@dos.nh.gov.

Date 11/15/13 Initials AFS

Exhibit B

Penton Business Media, Inc., d/b/a Price Digests
Non-Exclusive License Agreement
Vehicle Valuation and Identification Services

Payment Schedule

The payment schedule for transfer of funds from the Department of Safety to Penton Business Media, Inc., d/b/a Price Digests, 1166 Avenue of the Americas, 10th Floor, New York, New York, 10036 is contingent upon the following:

1. Approval of this agreement by the New Hampshire Governor and Executive Council.
2. Submittal of invoice(s) by Penton Business Media, Inc., d/b/a Price Digests to the Department of Safety.
3. The Department of Safety approval of services.
4. Payment schedule:

2014	\$98,603.00
2015	\$98,603.00
2016	\$98,603.00

5. **Total agreement not to exceed.** **\$295,809.00**

6. Payment schedule for the optional two year term:

2017	\$98,603.00
2018	\$98,603.00

Date 11/15/13 Initials AFS

Exhibit C

Penton Business Media, Inc., d/b/a Price Digests
Non-Exclusive License Agreement
Vehicle Valuation and Identification Services

Special Provisions

In the event of any conflict between the P-37 General Provisions and the provisions of the Penton Business Media, Inc. d/b/a Price Digest's Non-Exclusive License Agreement, the P-37 General Provisions shall control, provided, however, that it will be deemed that there is no conflict where one of two otherwise conflicting provisions expressly references and overrides such other provision (e.g., by stating, "notwithstanding anything to the contrary in Section ..."), with the provision expressly making such reference controlling.

Both parties agree to amend section 14.1.1 of the P-37 amount of insurance to agree with the vendor's coverage of general liability of \$1,000,000.00 each occurrence and excess/umbrella liability of \$5,000,000.00 each occurrence.

Date 11/15/13 Initials AFS

Penton Business Media Inc., d/b/a Price Digests

Non-Exclusive License Agreement

AB
11/15/13

PENTON BUSINESS MEDIA, INC.
NON-EXCLUSIVE LICENSE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into on this 15th day of November, 2013 ("Effective Date"), by and between PENTON BUSINESS MEDIA, INC., a Delaware corporation d/b/a Price Digests, with offices at 1166 Avenue of the Americas, 10th Floor, New York, New York 10036, hereinafter referred to as "Licensor", and State of New Hampshire, Department of Safety, Division of Motor Vehicles, with offices at 23 Hazen Drive, Concord, NH 03305, hereinafter referred to as "Licensee" (together with Licensor, the "Parties," and each a "Party").

WHEREAS, Licensor is the publisher and distributor of vehicle identification and valuation products and services under the titles "The Automobile Red Book", "The Older Automobile Red Book", "The Truck Blue Book", "Older Truck Blue Book", "Powersport Vehicle Blue Book", "Recreational Vehicle Blue Book" and "ABOS Marine Blue Book"; and

WHEREAS, Licensee is in the business of registering motor vehicles of various types, calculating registration fees and local motor vehicle taxes (hereinafter referred to as the "Business"); and

WHEREAS, Licensee desires to license the Data (as defined below) from Licensor on an internal-use basis for purposes of supporting Licensee's Business, on the terms and subject to the conditions set forth herein;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the Parties have agreed as follows:

1. Subject to all of the terms and conditions herein, including Licensee's payment and confidentiality obligations, Licensor hereby grants to Licensee and to those of its affiliates which are specifically listed in Exhibit A hereto ("Licensed Affiliates"), a non-exclusive, nontransferable, nonassignable, nonsublicenseable license during the initial term set forth in Exhibit A ("Initial Term") and any renewal terms pursuant to Section 5 hereof (together with the Initial Term, the "Term"), to use, copy internally for archival and/or backup purposes, and display internally the data described in Exhibit A which is delivered or made available by Licensor to Licensee during the Term ("Data"), in each case (a) solely for the internal business purposes of Licensee and/or the Licensed Affiliates in connection with the Business, (b) solely in the territory set forth in Exhibit A ("Territory"), and (c) subject to any additional restrictions set forth in Exhibit A. Licensor will deliver and/or make available the Data (and any updates thereto or new editions thereof ("Updates"), each of which, when delivered and/or made available to Licensee by Licensor shall be deemed to be part of the Data) at the times, and in the manner and format, specifically provided in Exhibit A. Licensee will be fully responsible for the activities of each Licensed Affiliate and will be liable under this Agreement for any acts or omissions of such Licensed Affiliates which, if taken or made by Licensee, would breach any provision of this Agreement.

2. Without the express prior written consent of Licensor in its sole discretion, Licensee may not, directly or indirectly, do or permit any of the following: (a) any distribution of any Data to any third party other than Licensed Affiliates; (b) any downloading, display or hyper-linking to or on any website, URL, meta-tag or any other means of reaching one or more persons by the World Wide Web, or by telecommunications system which transmits information to the public, in each case other than any purely internal intranet site available only to users expressly authorized by this Agreement to access the Data; (c) any modifications, amendments, alterations, revisions, enhancements, or other changes to the Data (or any portion thereof); or (d) any alteration or removal of any proprietary notices, logos, or similar legends included in or appearing on the Data or other materials provided by Licensor to Licensee. Notwithstanding anything to the contrary in Section 9.2 of the General Provisions, which is hereby deleted, Licensee acknowledges that all copyrights, trademarks, patents, trade

Date 11/15/13 Initials AFS

secrets, Confidential Information (as defined below), rights of attribution, integrity, and other moral rights, and all other intellectual property or proprietary rights of any kind under applicable law (all of the foregoing, "Intellectual Property Rights") in and to the Data are the exclusive property of Licensor, and Licensee acquires no right (except the limited license explicitly granted in Section 1), title, or interest therein pursuant to this Agreement. Licensee will comply with all applicable laws, rules, and regulations ("Laws"), including all export control Laws, in connection with its use of the Data.

3. (a) If Exhibit A provides for delivery of Updates to Licensee, Licensee shall upon receipt of any Update promptly return or destroy the immediately preceding edition of the Data (and all copies thereof) to Licensor, provided, however, that Licensee may retain one copy of any such Data for 180 days solely for necessary archival purposes (unless this Agreement expires or is terminated prior to the end of such 180-day period, in which case Licensee's right to retain such Data for archival purposes shall immediately terminate).

(b) Upon expiration or earlier termination of this Agreement, Licensee shall (i) return to Licensor or destroy (and, within 10 business days of such expiration or earlier termination, certify such destruction of all Data in writing to Licensor) any and all Data in its possession and (ii) pay to Licensor all accrued but unpaid Fees (as defined in Section 5) and other amounts due Licensor at the time of such expiration or earlier termination. During the Term of this Agreement and for two years thereafter, Licensor may, during normal business hours at Licensee's offices and subject to all confidentiality restrictions herein, conduct audits and/or inspections for purposes of assessing Licensee's compliance with the terms and conditions of this Agreement, including without limitation this Section 3.

4. It is understood that the Data to be furnished by Licensor will be a duplicate of the master employed by Licensor and shall be accepted by Licensee in an "as-is" condition without corrections or additions, except that if the Data media is defective, Licensor will use commercially reasonable efforts to replace it within 10 days after receipt of written notice thereof by Licensee, and same shall be Licensee's sole and exclusive remedy for any such defect. Licensor is not required to effect any revisions that may be required to fit the Data content, format or other specifications for any particular programming requirements by Licensee, and Licensor shall not be held liable for any error in the Data or error occurring in the course of the use of the Data by Licensee. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LICENSOR MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, OR GUARANTEES WHATSOEVER, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (INCLUDING LICENSEE'S COMPLIANCE WITH ANY APPLICABLE LAW OR REGULATION), INFORMATIONAL CONTENT (INCLUDING RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS), NONINFRINGEMENT (EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8(a) BELOW), OR PERFORMANCE, AND LICENSOR EXPRESSLY DISCLAIMS ALL OF THE FOREGOING TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

5. ^{AFS 11/15/13} This Agreement shall remain in effect for the Initial Term and, unless either Party gives at least 90 days prior written notice of its intent to terminate this Agreement at the end of the Initial Term or then current renewal term, as the case may be, this Agreement shall automatically renew for successive renewal terms, each of a duration equal to the Initial Term. Either Party may terminate this Agreement immediately in the event that the other Party has materially breached this Agreement and failed to cure same within 30 days following receipt of written notice of such breach from the non-breaching Party. In addition, either Party may immediately terminate the Agreement in the event of the other party's bankruptcy, insolvency, liquidation, dissolution, receivership, or assignment for the benefit of creditors. The following provisions shall survive the expiration or earlier termination of this Agreement: 2, 3(b), 4, 7-11, and this sentence.

6. Licensee will pay to Licensor all fees set forth in Exhibit A ("Fees") in accordance with any payment terms set forth therein. In the event that Licensee withholds payment or terminates this Agreement

Date 11/15/13 Initials AFS

pursuant to Section 4 of the General Provisions, Licensor will have no further obligation to provide Data or services of any sort and will have no obligation to refund any prepaid Fees.

7. Licensee (a) will not disclose to any third party the Data (or any portion thereof) or any other confidential, proprietary, and/or nonpublic information disclosed by Licensor to Licensee (all of the foregoing, "Confidential Information"), (b) will use the Confidential Information only to the extent necessary to perform its obligations and enjoy the rights expressly granted to it pursuant to this Agreement, and (c) will use at least the same degree of care in protecting the confidentiality of the Confidential Information as it uses in protecting its own information of a similar type, but in no event less than a reasonable standard of care. This Section 7 applies notwithstanding anything to the contrary in Section 9 of the General Provisions, except to the extent otherwise required by law.

8. (a) Licensor will defend any third-party action instituted against Licensee to the extent that it is based upon a claim that the Data directly infringes upon a United States patent, copyright or other proprietary right, and Licensor will pay all damages attributed to such claim that are finally awarded against Licensee pursuant to a non-appealable order issued by a court of competent jurisdiction; provided that: (i) Licensor shall have sole authority to defend or settle such claim; (ii) Licensee promptly notifies Licensor of such action in writing and, as requested by Licensor, gives Licensor all information and assistance (at Licensor's expense) necessary or appropriate to defend or settle such claim; and (iii) such claim does not arise out of the use of Data in a manner constituting a breach of this Agreement or otherwise not intended hereby or with an unauthorized modification. If such a claim has occurred, or in Licensor's opinion is likely to occur, Licensor also may, in its sole discretion and at its own expense, either (A) obtain for Licensee the right to continue using the Data at issue in the manner contemplated by this Agreement, or (B) replace or modify the same so that it becomes non-infringing, or (C) if neither of the foregoing alternatives is reasonably practicable, as determined by Licensor in its sole discretion, Licensor may terminate the license granted herein with respect to the affected Data, whereupon Licensee shall discontinue use thereof and receive a pro-rated refund, if and as applicable, of any prepaid Fees therefor with respect to the period, if any, that the affected Data is not available or usable. This Section 8(a) sets forth the sole and exclusive remedy of Licensee against Licensor, its affiliates and all of their respective officers, directors, equity holders, employees, independent contractors, agents and representatives for any actual or alleged patent, copyright or other proprietary rights infringement and, notwithstanding anything to the contrary in Section 13 of the General Provisions, except to the extent otherwise required by law, this Section 8(a) sets forth the sole indemnification obligations of the Parties in connection with this Agreement.

9. EXCEPT FOR OBLIGATIONS PURSUANT TO SECTION 8, BREACH OF SECTION 7, OR LICENSEE'S INFRINGEMENT OF LICENSOR'S INTELLECTUAL PROPERTY RIGHTS, (a) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CLAIM IN CONNECTION WITH THIS AGREEMENT (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) FOR MORE THAN AN AMOUNT EQUAL TO THE FEES PAID (INCLUDING ANY AMOUNTS PROPERLY INVOICED BUT NOT YET PAID) UNDER THIS AGREEMENT DURING THE 12-MONTH PERIOD (OR, IF SHORTER, THE DURATION OF THE TERM) PRIOR TO THE MAKING OF SUCH CLAIM; AND (b) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR LOST REVENUES, LOST PROFITS, LOSS OF BUSINESS, OR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, LOSS OR EXPENSES OF ANY KIND, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE AND WHETHER OR NOT FORESEEABLE, EVEN IF SUCH PARTY HAS BEEN ADVISED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES

10. Licensor may use (i) Licensee's name in each case to identify Licensee as a customer of Licensor for Licensor's marketing and promotional purposes, including without limitation in any list of clients or customers on Licensor's website(s), at any exhibition, trade show, or other event held by Licensor, in renewal

Date 11/15/13 Initials AFS

forms to existing customers or clients, and in presentations and marketing materials to potential or existing customers or business partners.

11. This Agreement shall be binding upon and inure to the benefit of the successors, receivers and assigns of Licensor. This Agreement shall not be assignable, except that, notwithstanding anything to the contrary in Section 12 of the General Provisions, Licensor shall be entitled to subcontract any portion of this Agreement or any services hereunder and to assign or otherwise transfer (by operation of law or otherwise) all or any part of its rights and obligations under this Agreement to any current or future affiliate or to any purchaser of all or substantially all of the stock or assets, or any other successor in interest to, Licensor (or its applicable division). Licensor will provide Licensee at least 30 days written notice of any assignment or transfer permitted by the previous sentence. This Agreement can be modified only by a written agreement signed by both parties. This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire, without regard to its conflicts of law provisions. The State and Federal Courts located in New Hampshire shall have exclusive jurisdiction over all suits and proceedings arising out of or in conjunction with this Agreement. Both parties hereby submit to the jurisdiction of said courts for the purpose of any such suits or proceedings. This Agreement, together with the General Provisions and exhibits to which it is attached, is the complete and exclusive statement of the agreement between the parties as to the subject matter hereof and supersedes all proposals or agreements, oral or written, and all other communications between the parties related to the subject matter of this Agreement. In the event of any conflict between any provision of this Non-Exclusive License Agreement and any provision of either the General Provisions or any other exhibit thereto, this Non-Exclusive License Agreement shall control. As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words. This Agreement does not create any actual or apparent agency, partnership, joint venture, or relationship of employer and employee between the parties for any purpose, including taxes or employee benefits. Neither party shall be responsible for any failure or delay in performing its obligations (other than payment obligations) under this Agreement if such failure or delay arises from any cause or causes beyond its reasonable control. This Agreement may be executed in counterparts (including by facsimile or other electronic transmission), each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

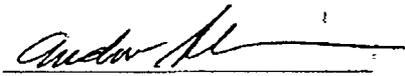
STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY

PENTON BUSINESS MEDIA, INC.

By: 

Name:

Title:

By: 

Name: Andrew Schmolka

Title: SVP

Date 11/15/13 Initials AFS

PENTON BUSINESS MEDIA, INC.
EXHIBIT A

<u>Data (offline)</u>	<u>Update Frequency</u>
The Automobile Red Book Database	Monthly
The Older Automobile Red Book Database	1/1, 4/1, 7/1, 10/1
The Truck Blue Book Database	Monthly
Older Truck Blue Book Database	1/1, 4/1, 7/1, 10/1
Powersport Vehicle Blue Book Database (motorcycles only)	3/1, 6/1, 9/1, 12/1
Recreational Vehicle Blue Book Database	1/1, 4/1, 7/1, 10/1
ABOS Marine Blue Book Database (boat trailers only)	3/1, 6/1, 9/1, 12/1

<u>Online User-Based Data</u>	<u>URL Link</u>
Auto Red Book Online	www.autoredbook.com
Truck Blue Book Online	www.truckbluebook.com
Recreational Vehicle Blue Book Online	www.rvvaluesonline.com
ABOS Marine Blue Book Online	www.abos.com
Powersport Vehicle Blue Book Online	www.powersportbluebook.com

Format: The fields and the layout for the Data will be ASCII Flat File with fixed length records or any other mutually agreed format.

Method of Access/Delivery: Licensor will provide the Data to Licensee via an FTP link to be provided by Licensor, or any other mutually agreed distribution medium. Licensor will provide access to Online User-Based Data via a URL Link including usernames and passwords for access purposes as provided below.

Initial Term: Three (3) years, commencing on January 1, 2014 (the "Start Date"). With the mutual approval of Licensee's Governor and Executive Council and Licensor, the Initial term may be extended for one (1) additional term of two (2) years, under the terms and conditions contained in the agreement.

Territory: State of New Hampshire

Licensed Affiliate(s) (if any): Please See Exhibit B

Additional Restrictions:

- Online User-Based Data access for up to 20 individual users for each suite of online used-based data for the term of the licensing agreement. Licensee to provide user email addresses for each individual user requiring access to the online user-based data. User IDs and passwords may not be shared or transferred without the prior written consent of Licensor (email being sufficient).
- NH Agents of the State for NH Boat registrations may not use Online User-Based Data and may use offline Data only for purposes of boat trailer registration.
- Licensee will not provide the flat file or any other raw Data to any city, township, or other division or office of Licensee ("Township"). Townships may only access Data via Licensee's MAAP motor vehicle online registration and title system ("MAAP") and may only use, copy, and/or display Data as part of MAAP. Without limiting the foregoing, Data may not be used (including in any manner otherwise permitted by Section 1) by any Township or any Licensed Affiliate, in each case in connection with the use of any third party vendor software, data, or other product for vehicle titles and registrations, including without limitation those made available by Avitar Associates of New England, Inc, Interware Development Company, Inc., Business Systems Management, Inc, and Harris Computer Corporation.

Date 11/15/13 Initials AFS

Fees: U.S. \$98,603.00 per year, payable in U.S. Dollars. If requested by Licensee, Licensor may provide consulting and technical assistance as may be reasonably necessary or desirable in the judgment of Licensee to install the licensed Data. The rate charged to Licensee by Licensor for any such assistance shall be U.S. \$150 per hour, payable in U.S. Dollars.

Payment Terms: All Fees are to be paid to Licensor by Licensee upon receipt of invoice. Any payment not made within 30 days of invoice date shall bear interest at the rate of 1.5% per month (or fraction thereof) from the date payment is due until the date payment is received by Licensor (or such lower rate of interest as may be required by the law of the place of the use of the licensed Data). Licensor reserves the right to suspend data delivery to Licensee in the event of any payment not made within 30 days of invoice date and resume delivery within 10 days of receipt of payment.

Date 11/15/13 Initials AFS

PENTON BUSINESS MEDIA, INC.
EXHIBIT B
Subsidiary and Affiliate Listing

Licensee DMV Office Locations

Berlin	143 East Milan Road, Berlin, NH 03570
Claremont	17 Water Street, Mill #1, Claremont, NH 03743
Concord	23 Hazen Drive, Concord, NH 03305
Colebrook	17 Bridge Street (Town Hall), Colebrook, NH 03576
Dover	50 Boston Harbor Road, Dover, NH 03820
Epping	315 Calef Highway, Epping, NH 03042
Keene	15 Ash Brook Court, Keene, NH 03431
Manchester	377 South Willow Street, Manchester, NH 03103
Milford	4 Meadow Brook Drive, Milford, NH 03055
Nashua	110 Broad Street, Nashua, NH 03064
North Haverhill	3765 Dartmouth College Highway, North Haverhill, NH 03774
Salem	154 Main Street, Salem NH 03079
Tamworth	1864 White Mountain Highway, Tamworth, NH 03886
Twin Mountain	549 Route 302 West, Twin Mountain, NH 03590

Licensee Cities and Townships Using Offline Data Only

All New Hampshire Cities and Townships

Licensee Agents of the State for Boat Trailer Registrations

Asquam Marina	Bobs Beacon Marina	Brown's Auto & Marine	Channel Marine LLC
DaSilva Motorsports LLC	Dockside Marina	Dover Marine	EM Heath Hardware
Gator Inc	Gillan Marine	Goodhue Hawkins Navy	Granite State Dock and Marine
Great Bay Marine	Haselton Independent Marina	Irwin Marine	Irwin Marine of Alton
Irwin Marine/Mtn View Yacht Club	Lakeport Landing Marina	Lanes End	Maccallum's BoatHouse
Melvin Village Marina	Meredith Marina	Newfound Sales & Trading Post	Ossipee Lake Marina
Parker Marine	Paugus Bay Marina LLC	Pelletier's Sport Shop	Riveredge Marine
Rochester Sports Center	Rockingham Boat Repair	Shep Brown's Boat Basin	Silver Sands Marina
Squam Boat Livery	Stowaway Marine	Thurston's Marina	Trexler's Marina
Ward's Boat Shop	Winnisquam Marine	Y Landing Marine Services	Young's General Store LLC
Alexandria Town Clerk	Amherst Town Clerk	Andover Town Clerk	Antrim Town Clerk
Atkinson Town Clerk	Auburn Town Clerk	Barnstead Town Clerk	Bedford Town Clerk
Bennington Town Clerk	Bow Town Clerk	Bradford Town Clerk	Brentwood Town Clerk
Bristol Town Clerk	Canaan Town Clerk	Charlestown Town Clerk	Chichester Town Clerk
Colebrook Town Clerk	Conway Town Clerk	Danbury Town Clerk	Deering Town Clerk
Dublin Town Clerk	Dummer Town Clerk	Durham Town Clerk	East Kingston Town Clerk
Enfield Town Clerk	Epsom Town Clerk	Fitzwilliam Town Clerk	Franklin Town Clerk
Fremont Town Clerk	Gilford Town Clerk	Gilmanton Town Clerk	Gilsum Town Clerk
Goffstown Town Clerk	Grantham Town Clerk	Greenland Town Clerk	Hampstead Town Clerk
Hampton Town Clerk	Harrisville Town Clerk	Haverhill Town Clerk	Hebron Town Clerk
Henniker Town Clerk	Hill Town Town Clerk	Hinsdale Town Clerk	Hipkinton Town Clerk
Hollis Town Clerk	Kingston Town Clerk	Laconia Town Clerk	Lancaster Town Clerk

Date 11/15/13 Initials AFS

Litchfield Town Clerk
Merrimack Town Clerk
Mont Vernon Town Clerk
New Boston Town Clerk
New Ipswich Town Clerk
Newmarket Town Clerk
Northumberland Town Clerk
Pelham Town Clerk
Plymouth Town Clerk
Rollinsford Town Clerk
Stark Town Clerk
Sunapee Town Clerk
Wakefield Town Clerk
Weare Town Clerk
Winchester Town Clerk
Woodstock Town Clerk
Berlin DMV
Epping DMV
Salem DMV

Lyme Town Clerk
Middleton Town Clerk
Moultonboro Town Clerk
New Castle Town Clerk
New London Town Clerk
Newton Town Clerk
Northwood Town Clerk
Peterborough Town Clerk
Portsmouth Town Clerk
Rye Town Clerk
Stoddard Town Clerk
Sutton Town Clerk
Warner Town Clerk
Webster Town Clerk
Windham Town Clerk

Claremont DMV
Keene DMV
Tamworth DMV

Mason Town Clerk
Milan Town Clerk
Nashua DMV
New Durham Town Clerk
Newbury Town Clerk
North Hampton Town Clerk
Orford Town Clerk
Plainfield Town Clerk
Richmond Town Clerk
Sandown Town Clerk
Strafford Town Clerk
Thornton Town Clerk
Warren Town Clerk
Whitefield Town Clerk
Windsor Town Clerk

Concord DMV
Manchester DMV
Twin Mountain DMV

Meredith Town Clerk
Milton Town Clerk
Nelson Town Clerk
New Hampton Town Clerk
Newfields Town Clerk
Northfield Town Clerk
Ossipee Town Clerk
Plaistown Town Clerk
Rindge Town Clerk
Sandwich Town Clerk
Stratham Town Clerk
Unity Town Clerk
Washington Town Clerk
Wilmington Town Clerk
Wolfeboro Town Clerk

Dover DMV
Milford DMV
Marine Patrol