ATTORNEY GENERAL
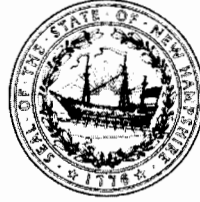# DEPARTMENT OF JUSTICE

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD
ATTORNEY GENERAL

ANN M. RICE
DEPUTY ATTORNEY GENERAL

August 30, 2017

His Excellency, Governor Christopher T. Sununu
 and the Honorable Council
State House
Concord New Hampshire 03301

Your Excellency and Members of the Council:

REQUESTED ACTION

Authorize the Department of Justice to enter into a **sole source** contract with Axiomatic, LLC, 500 Market Street Unit 2B, Portsmouth NH 03801(Vendor # 262019) for the purpose of developing a web application that will electronically capture and manage trust funds and common investment reports submitted annually by municipal trustees upon Governor and Executive Council approval through June 30, 2022. 100% Agency Income, Charitable Trust Fees.

Funding is available in Department of Justice, Charitable Trust Unit account #02-20-20-201010-2621-102-500731, Contract for Operational Services as follows:

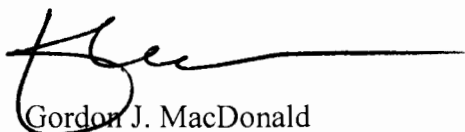| Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022
$81,125	$13,500	$14,200	$14,200	$14,900

EXPLANATION

This is a sole source request because the vendor has previously created a similar electronic filing process for the Department of Revenue Administration. Certain information collected by the Department of Justice is also collected by the Department of Revenue Administration. By using the same vendor, the filing process by municipalities can be streamlined, resulting in the automatic copying of information filed with the Department of Revenue Administration directly to the Department of Justice.

The Department of Justice wishes to contract with Axiomatic in order to develop a web application that will allow municipalities to electronically file required annual forms that can be reviewed by both the Department of Revenue Administration and the

Department of Justice rather than having to submit the paper forms to each Department individually. The Charitable Trust Unit uses two forms also used by the Department of Revenue Administration: the MS-9, Report of Trust and Capital Reserve Funds; and the MS-10, Report of Common Fund Investments. The web application will replace manual review and submittal of fund data and will make the process far more efficient for both the Charitable Trust Unit and the municipalities it serves.

Please let me know if you have any questions concerning this request. Your consideration is greatly appreciated.

Respectfully submitted,

Gordon J. MacDonald
Attorney General

#1788577

Denis Goulet
Commissioner

May 18, 2017

David A. Rienzo
Assistant Attorney General
Department of Justice
State of New Hampshire
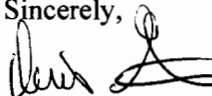33 Capitol Street
Concord, NH 03301

Dear Attorney Rienzo:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a **sole source** contract with Axiomatic, of Portsmouth, NH as described below and referenced as DoIT No. 2017-002.

The purpose of this contract with Axiomatic for the development of a web application to electronically capture and manage trust finds and common investment reports submitted annually by municipal Trustees of Trust Funds. Currently the information is reported to the NHDOJ via two forms, the MS-9 (Report of Trust and Capital Reserve Funds) and the MS-10 (Report of Common Fund Investments). It will also allow computer assisted digital review of the submitted trust fund data, replacing the current manual review process.

The funding amount for this contract is not to exceed $137,925.00, and shall become effective upon Governor and Council approval through June 30, 2022.

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

Sincerely,

Denis Goulet

DG/kaf
Contract #2017-002

cc: Rebecca Bolton, DoIT

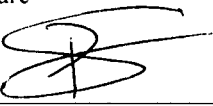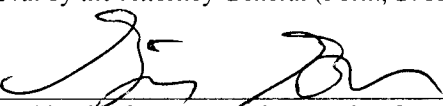*"Innovative Technologies Today for New Hampshire's Tomorrow"*

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

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

GENERAL PROVISIONS

1. **IDENTIFICATION.**

1.1 State Agency Name	1.2 State Agency Address
Department of Justice	33 Capitol Street, Concord NH 03301

1.3 Contractor Name	1.4 Contractor Address
Axiomatic LLC As "Axiomatic"	500 Market St Unit 2B Portsmouth, NH 03801

1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
(603) 413-4978	02-20-20-201010-2621-102-500731	6/30/2022	137,925

1.9 Contracting Officer for State Agency	1.10 State Agency Telephone Number
Kathleen Carr	603-271-1234

1.11 Contractor Signature	1.12 Name and Title of Contractor Signatory
	Patrick Santoso Principal

1.13 Acknowledgement: State of N.H. , County of Merrimack

On 5/19/17 , 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] Lisa Connell

LISA M. CONNELL
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
March 22, 2022

1.13.2 Name and Title of Notary or Justice of the Peace

1.14 State Agency Signature	1.15 Name and Title of State Agency Signatory
Kathleen Carr Date: 5-19-17	Kathleen Carr, Director of Administration

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) *(if applicable)*

By: On: 6/21/17

1.18 Approval by the Governor and Executive Council *(if applicable)*

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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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

Contractor Initials

Date 5/22/17

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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 $1,000,000per occurrence and $2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form 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.

Contractor Initials _____

Date _5/22/11_

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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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.

Contractor Initials _____

Date 5/22/17

**New Hampshire Department of Information Technology
Contract Cover Sheet**

Name of Agency/Division: Department of Justice, Charitable Trust Unit

Contract Number/Name:

CONTRACT 2017-002
MUNICIPAL TRUST FUNDS AND COMMON INVESTMENTS

Contract Purpose:

Provide the New Hampshire Department of Justice, Charitable Trust Unit ("NHDOJ") with a web application to electronically capture and manage trust funds and common investment reports submitted annually by municipal Trustees of Trust Funds. Currently the information is reported to the NHDOJ via two forms, the MS-9 (Report of Trust and Capitol Reserve Funds) and the MS-10 (Report of Common Fund Investments).

Name of Vendor:
Axiomatic LLC as "AXIOMATIC"

Who Negotiated the Contract:
NHDOJ Charitable Trust Unit

Amount of Contract:
$137,925

Funding Source:

Term of Contract:

Five (5) years from effective date.
Implementation; hosting, maintenance, and technical support for up to five (5) years.

Is this an amendment?

No

Competitive Bid Process: (Explain if "No")

Sole Source contract per DOJ

Background Information:

The DOJ intends to construct a reporting system to be used by municipal Trustees of Trust Funds for filing DRA Forms MS-9 and MS-10 with the DOJ. The DOJ intends the Municipal Trust Funds and Common Investments system (Trustee System) to be complimentary to the DRA Municipal Tax Rate Setting Portal ("MTRSP") system and

further intends to provide the DRA access to the Trustee System to access municipal finance information.

Special Concerns:

Amendment History (if applicable):

Submitted By: Rebecca Bolton

Phone: 230-3461

Current Date:

Email: Rebecca.bolton@doit.nh.gov

RFP/CONTRACT BEST PRACTICES CHECKLIST

DoIT IT Leaders: This checklist includes a list of key concerns and frequent comments made by DoIT Technical Reviewers. Before posting RFPs and contract for technical review on the "S" Drive, complete this checklist and post it along with your documents for DoIT Technical Review. If questions are not applicable, please respond N/A.

Y/N	Comments or Page Reference	Project Management
Y		Does the RFP's provide enough information to the vendor so will be able to identify staffing effort to quote the project as accurately as possible?
Y		Have you specified both State and vendor roles during the project?
Y		Have you engaged all divisions in an early DoIT project discussion/notification to identify potential roles/responsibilities?
N		Have you considered using an Open Source solution and open data formats?
Y		Have you included a payment holdback?
Y		Have you identified and addressed the intellectual property requirements including but not limited to?
N	State Owned Code	Will the vendor own the.SW code and license it to the State?
	State	Which party will own the title to custom modifications of the code?
N		Are there any requirements imparted by funding authorities such as the federal government?
Y		Will the state own the data collected by the application?
N		Will the vendor have any rights to the data?
Y		Does this contract have contingency funds for future deliverables under the contract?
Y		If the contract has contingency fund, does your agency know that any project change orders will require DoIT Technical Review?
Y/N	**Comment**	**System Development and Licensing**
Y		Have you specified the licensing requirements for all software to be acquired?
	State	Who owns the software licenses?
Y		Do all vendor and third party licenses co-terminate so there is no interruption in services?
Y/N	**Comment**	**Implementation**
	Hosted	Have you specified the server and network topology?
	Vendor data center	Where will devices reside?
		What versions of Operating System (OS), Internet Explorer (IE) or other software is required?

Y		Does existing hardware support the system?
N		Will new hardware be required, including desktop systems?
	Hosted	Is there an implementation plan for the server environment?
Y		Does the contract specific roles/responsibilities for management of the DEV, TEST, and PRODUCTION environments?
Y		Have you included the minimum specifications for the devices that will need to run the application?
N/A		Does this application require client software to be installed on the desktop or does it have any other impact to desktop devices? If so, is it clearly described in the requirements?
N/A		Is there an implementation or rollout plan for desktops?
Y		Have the required database administrator services been specified for the implementation phase of the project?
Y		Does the contract clearly indicate that testing of all applications provided by the vendor must take place during UAT?
Y		Has Performance Testing and Tuning been clearly noted as a vendor responsibility in the contract.
Y		Is there a deliverable to share ALL testing results with the State Project Team?
Y/N	**Comment**	**DoIT Hosted Solution**
N/A		Have you had the "vendor recommended" configuration reviewed by the appropriate DoIT technical team?
N/A		Is it mandatory that promotion through the environments follow DoIT standards?
N/A		Has the vendor provided justification for server settings that are not in compliance with State Standards?
N/A		Has the vendor provided full networking requirements about ports and services required to use the application?
N/A		Does the vendor require remote access via VPN to any of the environments?
Y/N	**Comment**	**Vendor Hosted Solutions**
Y		Have you included provisions for State data to be transferred at the end of the contract? Have you specified the format?
Y		Have you specified data center requirements?
N		Have you made any changes to the requirements for hosted solutions? If yes, please provide details?
Y		Have you identified how SoNH staff access the hosted environment?
Y		Have you specified up time metrics for hosted applications? These should be (at a minimum) 99.9% (43 minutes outage a month outside the maintenance window)?
Y		If data is breached, is it clear that the vendor is liable for all costs associated with the breach?
Y		Have you defined a strategy for determining hardware infrastructure for disaster recovery?
Y/N	**Comment**	**Interfaces**

N		Is there a financial component (accounts receivable, billing, and inventory) that could be performed by the NH FIRST Lawson system?
N/A		If yes, has the agency business office and DAS Bureau of Accounts been part of the requirements?
Y		Are there interfaces or data exchanged with other entities, internal and external applications, to/from State of NH application? Have you included provisions for interface development and data security?
Y		Have you included an adequate description of any hardware or software that the new solution will be interfacing with?
Y/N	**Comment**	**Back Up, Disaster Recovery, and COOP**
Y		Have you specified backup requirements?
Y		If data backup or archiving is required, what is the time period to cover?
N		Are there any special tape requirements?
Y		If this is a database application, have you determined how those files, which are usually open, will be backed up?
Y		If this is a database, have you spoken to the DBA's about transaction logging?
Y		Have you specified disaster recovery/fail-over requirements?
Y		Has volume analysis been performed for the information that will be generated?
Y		Has usage analysis been performed for the information that will be generated?
Y		Does the agency have business processes in place in the event the application is unavailable?
Y/N	**Comment**	**Security**
Y	Application Security Testing Requirements. Note that all data maintained in this system is considered public information. No FTI is included.	If the data includes any personal, financial, medical or other sensitive data, please identify security standards by referencing where it listed.
Y		Do your requirements include a provision for independent penetration testing of the system?
Y		Have you specified user access requirements – authorization and authentication?
Y		Have you included a requirement and deliverable for independent security verification and validation?

Y	Application Security Requirements	If internal (SoNH employees) and external users will be logging into the system what mechanism will be used for authentication of both?
Y		Have you specified the use of complex passwords and other security related "best practices" as described in DoIT Standard **NHS - 08.27.2009 - v.6.**?
N		Do other security considerations need to be taken into account; IE: PCI, HIPAA, FISMA, and etc?
Y/N	**Comment**	**Support and Maintenance**
	Normal Next Day – business hours	What type of maintenance is required? Will normal next day during business hours suffice or is 7x24x365 coverage required?
Y		Have you specified the desired maintenance windows for the server environment?
Y		If the software requires updates, can this be done using an automated mechanism?
N/A		If there are desktop clients, can updates be managed by the enterprise distribution team?
	Normal business hours	What are the hours you expect the system to be in use?
	both	Is the system internal only or are their external users?
Y		If there are external users, is there a business process in place to provide support and training?
N		Will the DoIT Help Desk intake support calls for the system?
Y		Have you included a requirement for "knowledge transfer" training, not just training for end-users?

TABLE OF CONTENTS

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
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 Order	Formal documentation prepared for a proposed change in the Specifications.
Completion Date	End date for the Contract
Confidential Information	Information required to be kept Confidential from unauthorized disclosure *under the Contract*
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	The documentation consisting of both the P-37Agreement, Contract Agreement - IT Provisions, and the Exhibits which represents the understanding and 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, Section 1.1)
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 Section 4: *Contract Management)*
Contract Price	The total, not to exceed amount to be paid by the State to Axiomatic for product and services described in the Contract Agreement. This amount is listed in the General Provisions Section 1.8 as well as Exhibit B Paragraph 2.
Axiomatic	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
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
Data Breach	The unauthorized access by a non-authorized person(s) that results in the use, disclosure or theft of the State's unencrypted non-public data
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. **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. **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. **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.
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 transformation 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
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 that the values entered by users or provided by other applications meets the size, type and format expected. Protecting the application from cross site scripting, SQL injection, buffer overflow, etc.
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Invoking Party	In a dispute, the party believing itself aggrieved
Key Project Staff	Personnel identified by the State and by Axiomatic 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 4th, 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.
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 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
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	The COTS Software provided under this Contract and any 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 in response to this RFP.
Specifications	The written Specifications that set forth the requirements which include, without limitation, this 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 though completely set forth herein.
State	STATE is defined as: State of New Hampshire Department of Justice

	33 Capitol Street Concord, NH 03301 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 Records	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
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 1st through June 30th of the following calendar year
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).
SubAxiomatic	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.
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.
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 Axiomatic is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Work Hours	Work hours are defined in Exhibit M, Axiomatic scope of work and incorporated by reference.
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 Appendix C. 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.

INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through New Hampshire Department, Department of Justice ("State"), and Axiomatic, a New Hampshire Corporation, ("Axiomatic"), having its principal place of business at 500 Market St, Unit 2B Portsmouth, NH 03801.

RECITALS

The State desires to have Axiomatic provide a web based software system to manage the Report of Trust Funds and the Report of Common Trust Fund Investments, and associated Services for the State;

Axiomatic wishes to provide a web based software system to manage the reporting of Trust Funds and The Report of Common Trust Fund Investments. The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 CONTRACT DOCUMENTS

This Contract Agreement (2017-002) is comprised of the following documents:

A. Part 1 - Form P-37 General Provision
B. Part 2 - Information Technology Provisions
C. Part 3 - 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- Software License and Related Terms
        Exhibit K- Warranty and Warranty Services
        Exhibit L- Training Services
        Exhibit M- Contractor proposal, by reference
        Exhibit N- Certificates and Attachments

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. State of New Hampshire, Department of Justice, Charitable Trust Unit Contract Agreement 2017-002, including Parts 1, 2, and 3.

    b. Vendor Scope of Work dated November 17, 2016

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 June 30, 2022. The Term may be extended up to two times for 2 (two) years each, ("Extended Term") at the sole option of the State, subject to the parties prior written agreement on applicable fees for each extended term.

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.

Time is of the essence in the performance of Axiomatic's obligation under the contract.

3. COMPENSATION

3.1 CONTRACT PRICE

The Contract Price is identified in Part 1, P37, block 1.8 Price Limitation. Method of payment and terms of payment are identified and more particularly described in section 5 of P-37 Agreement and Part 3 Contract Exhibit B: *Price and Payment Schedule*.

3.2 NON-EXCLUSIVE CONTRACT

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this 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.

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 AXIOMATIC'S CONTRACT MANAGER

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

Patrick Santoso
Principal
500 Market St, Unit 2B
Portsmouth, NH 03801
(603) 413-4978 ext. 102
Email: patrick@axiomnh.com

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   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 Exhibit I, 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 General Provisions, Section 4.2.1: *Contract Project Manager,* and in Contract Agreement General Provisions, 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 a Axiomatic Project Manager meeting the requirements and terms of the Contract.

4.2.5   Axiomatic Project Manager is:
David Salzer
Principal
500 Market St, Unit 2B
Portsmouth, NH 03801
(603) 413-4978 ext. 101
Email: david@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 RFP Appendix C: *System Requirements and Deliverables*, Table C.2: *System Requirements and Deliverables-Vendor Response Checklist*. 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 General Provisions 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, including but not limited to the requirements set forth in RFP Appendix C: *System Requirements and Deliverables* and be subject to reference and background checks described in Contract Agreement- General Provisions, 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:

Terry Knowles
Assistant Administrator
NHDOJ Charitable Trust Unit
33 Capitol Street
Concord, NH 03301
Tel: 603- 271-3591
Fax: <FAX #>
Email: terry.knowles@doj.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 vendors working on the project;
   c. Managing significant issues and risks;
   d. Reviewing and accepting Contract Deliverables;
   e. Invoice sign-offs;
   f. Review and approval of change proposals;
   g. Managing stakeholders' concerns.

The State Project Manager is:

Terry Knowles
Assistant Administrator
NHDOJ Charitable Trust Unit
33 Capitol Street
Concord, NH 03301
Tel: 603- 271-3591
Fax: <FAX #>
Email: terry.knowles@doj.nh.gov

4.6 REFERENCE AND BACKGROUND CHECKS

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

5. DELIVERABLES

5.1 AXIOMATIC 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 the Contract Agreement. Axiomatic must submit all information and documentation 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 Exhibit A: *Contract Deliverables*. Upon its submission of a Deliverable or Service, the Contracted Vendor represents that it has performed its obligations under the Contract associated with the Deliverable or Services.

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 Contract 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 SOFTWARE AND DELIVERABLES REVIEW AND ACCEPTANCE

Software Testing and Acceptance shall be performed as set forth in the Test Plan and more particularly described in Exhibit F: *Testing Services*.

6. SOFTWARE

Axiomatic shall provide the State with Software Licenses and Documentation set forth in the Contract, and particularly described in Exhibit J: *Software License and Related Terms*.

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 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 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 Exhibit F: Testing Services.

7.4 TRAINING SERVICES

Axiomatic shall provide the State with training Services set forth in the Contract, and particularly described in Exhibit L: Training Services.

7.5 MAINTENANCE AND SUPPORT SERVICES

Axiomatic shall provide the State with Maintenance and support Services for the Software set forth in the Contract, and particularly described in Exhibit G: System Maintenance and Support.

7.6 WARRANTY SERVICES

Axiomatic shall provide the State with warranty Services set forth in the Contract, and particularly described in Exhibit K: Warranty 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 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 Exhibit I: *Work Plan*. The updated Contract 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 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 the Vendor'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. The State originated changes or revisions shall be approved by the Department of Information Technology. 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.

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, as well as the Department of Information Technology, 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 State.

10.1.1 LICENSE GRANT
Subject to the payment of applicable license fees set forth in Contract Exhibit B: *Price and Payment Schedule*, the State hereby grants to Axiomatic a worldwide, perpetual, irrevocable, non-exclusive, non-transferable, limited license to use the Software and its associated Documentation, subject to the terms of the Contract. Axiomatic may allow its agents and Contractors to access and use the Software, and in such event, Axiomatic shall first obtain

written agreement from such agents and Contractors that each shall abide by the terms and conditions set forth herein.

10.2 SOFTWARE AND DOCUMENTATION COPIES

Axiomatic shall provide the State with a sufficient number of hard copy versions of the Software's associated Documentation and one (1) electronic version in Microsoft Word and PDF format. The State and Axiomatic shall have the right to copy the Software and its associated Documentation for their internal business needs. Axiomatic agrees to include copyright and proprietary notices provided Axiomatic by the State on such copies

10.3 RESTRICTIONS

Except as otherwise permitted under the Contract, Axiomatic agrees not to:
- **a.** Remove or modify any program markings or any notice of the State's proprietary rights;
- **b.** Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein; or
- **c.** Cause or permit reverse engineering, disassembly or recompilation of the programs.

10.4 SOFTWARE NON-INFRINGEMENT

Subject to the State's ownership of the Software, 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.

The warranty of non-infringement shall be an on-going and perpetual obligation that shall survive termination of the Contract. In the event that someone makes a claim against the State that any Material infringe their intellectual property rights, Axiomatic shall defend and indemnify the State against the claim provided that the State:

- **a.** Promptly notifies Axiomatic in writing, not later than 30 days after the State receives actual written notice of such claim;
- **b.** Gives Axiomatic control of the defense and any settlement negotiations; and
- **c.** Gives Axiomatic the information, authority, and assistance reasonably needed to defend against or settle the claim.

Notwithstanding the foregoing, the State's counsel may participate in any claim to the extent the State seeks to assert any immunities or defenses applicable to the State.

If Axiomatic believes or it is determined that any of the Material may have violated someone else's intellectual property rights, Axiomatic may choose to either modify the Material to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Axiomatic may end the license, and require return of the applicable Material and refund all fees the State has paid Axiomatic under the Contract. Axiomatic will not indemnify the State if the State alters the Material without Axiomatic's consent or uses it outside

the scope of use identified in Axiomatic's user Documentation or if the State uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the State at no additional cost. Axiomatic will not indemnify the State to the extent that an infringement claim is based upon any information design, Specification, instruction, Software, data, or material not furnished by Axiomatic. Axiomatic will not indemnify the State to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Axiomatic without Axiomatic's consent.

10.5 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.

10.6 AXIOMATIC'S MATERIALS

In accordance with the 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, 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.
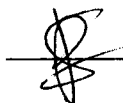
10.7 STATE WEBSITE COPYRIGHT

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.

10.8 CUSTOM SOFTWARE SOURCE CODE

Should any custom source code be developed, Axiomatic shall provide the State with a copy of the code, which shall be subject to the License rights. Axiomatic shall receive a worldwide, perpetual, irrevocable, non-exclusive paid –up right and license to use, copy, modify and prepare derivative works of any custom developed software.

10.9 SURVIVAL

This Contract Agreement 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 Public Records and Meetings (*see e.g. RSA Chapter 91-A: 5 *Exemptions).* 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.

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.

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 AXIOMATIC 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. Notwithstanding the foregoing, the State acknowledges that Axiomatic considers the Software and Documentation to be Confidential Information. 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. 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. 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 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 Section 11, *Use of State's Information, Confidentiality*, shall survive termination or conclusion of the Contract.

12. LIMITATION OF LIABILITY

12.1 STATE
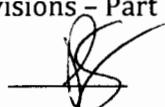
Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to Axiomatic shall not exceed the total Contract price set forth in Contract Agreement – 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 – P-37, 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-General Provisions Section 13: *Indemnification* and confidentiality obligations in Contract Agreement-General Provisions Section 11: *Use of State's Information, Confidentiality*, which shall be unlimited.

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
This Section 12: *Limitation of Liability* shall survive termination or Contract conclusion.

13. TERMINATION

This Section 13 shall survive the termination or Contract Conclusion.

13.1 TERMINATION FOR DEFAULT
Any one or more of the following acts or omissions of Axiomatic 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

   13.1.1 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, within 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 the Vendor any damages the State suffers by reason of any Event of Default;

   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.

13.1.2 The Contractor shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

13.2 TERMINATION FOR CONVENIENCE

13.2.1 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 Exhibit B, *Price and Payment Schedule*, of the Contract.

13.2.2 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.

13.3 TERMINATION FOR CONFLICT OF INTEREST

13.3.1 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 payments that would have become due and payable if Axiomatic did not know, or reasonably did not know, of the conflict of interest.
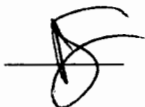
13.3.2 In the event the Contract is terminated as provided above pursuant to a violation by Axiomatic, the State shall be entitled to pursue the same remedies against Axiomatic as it could pursue in the event of a default of the Contract by Axiomatic.

13.4 TERMINATION PROCEDURE

13.4.1 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.

13.4.2 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.

14. 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 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.

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS

15.1 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.

15.2 Axiomatic shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, SubAxiomatics, 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.

15.3   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 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.

16.   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:

Dispute Resolution Responsibility and Schedule Table

LEVEL	AXIOMATIC	STATE	CUMULATIVE ALLOTTED TIME
Primary	David Salzer Axiomatic Project Manager	Terry Knowles State Project Manager (PM)	5 Business Days
First	Patrick Santoso Axiomatic Contract Administrator	David Rienzo Director of Law Office Infrastructure	10 Business Days
Second	Patrick Santoso Axiomatic Contract Administrator	Kathleen Carr Director of Administration	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.

17. REQUIRED WORK PROCEDURES

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

17.1 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.

17.2 EMAIL USE

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 understand and agree that use of email shall follow State standard policy (available upon request).

17.3 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).

17.4 REGULATORY GOVERNMENT APPROVALS

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

18. GENERAL PROVISIONS

18.1 INSURANCE CERTIFICATE

The 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.

18.2 EXHIBITS

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

18.3 VENUE AND JURISDICTION

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

18.4 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 Exhibit E Section 3: Records Retention and Access Requirements, Exhibit E Section 4: Accounting Requirements, and General Provisions-Section 11: Use of State's Information, Confidentiality and General Provisions- Section 14: Termination which shall all survive the termination of the Contract.

18.5 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.

18.6 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:	TO STATE:
DAVID SALZER	STATE OF NEW HAMPSHIRE
500 MARKET ST, UNIT 2B	DEPARTMENT OF JUSTICE
PORTSMOUTH, NH 03801	KATHLEEN CARR

TEL: (603) 413-4978 X101   33 CAPITOL STREET
E.MAIL:DAVID@AXIOMNH.COM   CONCORD, NH 03301
                                                        TEL: (603) 271-1234
                                                        E.MAIL:
                                                        KATHLEEN.CARR@DOJ.NH.GOV

STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
MUNICIPAL TRUST FUNDS AND COMMON INVESTMENTS
CONTRACT 2017-002 – PART 3
EXHIBIT A
DELIVERABLES

a. Problem Statement The Department of Justice, Charitable Trust Unit seeks a web based, document filing and review system for the Report of Trust Funds (MS-9) and Report of Common Fund Investments (MS-10). The system should allow the 235 municipal filers to provide information to DOJ annually. The system should also allow DOJ to review and approve filings through an automated process.

b. Goals - The project goals are as follow:
- Develop a web based application for Trustees of Trust Funds (municipal users) and DOJ officials to manage the MS-9 and MS-10 process.
- Provide training and technical support for municipal and DOJ users
- Provide hosting services for municipal and DOJ users

c. Project Overview

The general scope of the project is to provide the New Hampshire Department of Justice, Charitable Trust Unit ("NHDOJ") with a web application to electronically capture and manage trust funds and common investment reports submitted annually by municipal Trustees of Trust Funds. Currently the information is reported to the NHDOJ via two forms, the MS-9 (Report of Trust and Capital Reserve Funds) and the MS-10 (Report of Common Fund Investments).

The proposed solution is a web-based application that will be accessible to municipal and NHDOJ users via current versions minus two on IE, Chrome, Firefox, Safari web browsers with an internet connection. It will also allow computer assisted digital review of the submitted trust fund data, replacing the current manual review process. This solution allows for maximum flexibility and accessibility across desktop environments, smartphones, and other web-enabled devices.

d. Statement of Work

The statement of work is outlined in Exhibit N, Axiomatic Scope of Work and incorporated by reference.

e. 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.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
MUNICIPAL TRUST FUNDS AND COMMON INVESTMENTS
CONTRACT 2017-002 – PART 3
EXHIBIT A
DELIVERABLES

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. Security requirements are defined in Exhibit H Requirements. Axiomatic shall provide the State 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.
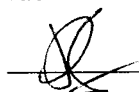
4. The Deliverables are set forth in the Schedule described below in Section 2. By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

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

DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

All estimated dates provided are from the Contract Approval date ("CAD").

Project Section	Deliverable	Milestone Group	Date
System Design	Business Requirements Document (BRD)	A	CAD+20
System Design	Screen Mockups	A	CAD+45
System Design	Storyboards	A	CAD+45
System Design	Database Design Spreadsheet	A	CAD+45
System Design	Technical Requirements Document (TRD)	A	CAD+45
Systems Development	Beta Web Application	B	CAD+115
Systems Development	Client Approved Web Application (UAT Complete)	C	CAD+180
Training	Video Help (Minimum 4 videos)	C	CAD+180
Training	System Documentation	C	CAD+180
Technical Support	NHDOJ Technical Support for One (1) Year Period of System Launch	C	CAD+180
Technical Support	NHDOJ Technical Support for One (1) Year Period of System Launch During Peak Season	C	CAD+180
Hosting	Tier 1 System Hosting for One (1) Year Period of System Launch	C	CAD+180
Training	15 Hours of NHDOJ Training	D	CAD+146
Training	15 Hours of Municipal Training	D	CAD+146

STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
MUNICIPAL TRUST FUNDS AND COMMON INVESTMENTS
CONTRACT 2017-002 – PART 3
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 $137,925 for the period between the Effective Date through June 30, 2022. 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.

Project Section	Deliverable	Milestone Group	Cost
System Design	Business Requirements Document (BRD)	A	$2,813
System Design	Screen Mockups	A	$2,812
System Design	Storyboards	A	$1,125
System Design	Database Design Spreadsheet	A	$4,500
System Design	Technical Requirements Document (TRD)	A	$4,500
Systems Development	Beta Web Application	B	$19,530
Systems Development	Client Approved Web Application (UAT Complete)	C	$19,530
Training	Video Help (Minimum 4 videos)	C	$1,350
Training	System Documentation	C	$1,350
Technical Support	NHDOJ Technical Support for One (1) Year Period of System Launch	C	$4,500
Technical Support	NHDOJ Technical Support for One (1) Year Period of System Launch During Peak Season	C	$4,500
Hosting	Tier 1 System Hosting for One (1) Year Period of System Launch	C	$3,275
Training	15 Hours of NHDOJ Training	D	$1,620
Training	15 Hours of Municipal Training	D	$1,620
Holdback	(10% Project Holdback)		$8,100
Technical Support	NHDOJ Technical Support for One (1) Year Period (Year 2)		$5,000
Technical Support	NHDOJ Technical Support for One (1) Year Period of During Peak Season (Year 2)		$5,000
Hosting	Tier 1 System Hosting for One (1) Year Period (Year 2)		$3,500
Technical Support	NHDOJ Technical Support for One (1) Year Period (Year 3)		$5,250
Technical Support	NHDOJ Technical Support for One (1) Year Period of During Peak Season (Year 3)		$5,250
Hosting	Tier 1 System Hosting for One (1) Year Period (Year 3)		$3,700

STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
MUNICIPAL TRUST FUNDS AND COMMON INVESTMENTS
CONTRACT 2017-002 – PART 3
EXHIBIT B
PRICE AND PAYMENT SCHEDULE

Technical Support	NHDOJ Technical Support for One (1) Year Period (Year 4)		$5,250
Technical Support	NHDOJ Technical Support for One (1) Year Period of During Peak Season (Year 4)		$5,250
Hosting	Tier 1 System Hosting for One (1) Year Period (Year 4)		$3,700
Technical Support	NHDOJ Technical Support for One (1) Year Period (Year 5)		$5,500
Technical Support	NHDOJ Technical Support for One (1) Year Period of During Peak Season (Year 5)		$5,500
Hosting	Tier 1 System Hosting for One (1) Year Period (Year 5)		$3,900
Total			**$137,925**

Axiomatic shall be paid at the completion of each Milestone Group with the exception of Group D which is due upon the System Go Live date. Hosting and technical support for years 2-5 shall be paid at the beginning of the support period.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
MUNICIPAL TRUST FUNDS AND COMMON INVESTMENTS
CONTRACT 2017-002 – PART 3
EXHIBIT B
PRICE AND PAYMENT SCHEDULE

1.2 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 1.2: Implementation Phase: Proposed Vendor Staff, Resource Hours and Rates Worksheet

Title	Name	Initiation	Implementation	Project Close out	Hourly Rate	Hours X Rate
Project Manager	David Salzer	40	60	25	$125	$15,625
Systems Architect	Patrick Santoso	40	30	6	$125	$9,500
Developer	Chris Gountanis	40	250	0	$100	$29,000
Development Support	Justin Lowe	40	80	30	$90	$13,500
Technical Support Specialist		0	0	0	$60	$0
TOTALS		160	420	31		$67,625

1.3 Future Vendor Rates Worksheet

The State may request additional Services from the selected Vendor and requires rates in the event that additional Service is required. The following format must be used to provide this information. "SFY" refers to State Fiscal Year. The New Hampshire State Fiscal Year runs from July 1 through June 30 of the following calendar year. Positions not identified in the Proposed Position Worksheet may be included in the Future Vendor Rates Worksheet.

Table 1.3: Future Vendor Rates Worksheet

Position Title	SFY 2017	SFY 2018	SFY 2019	SFY 2020
Project Manager	$125	$125	$130	$130
Systems Architect	$125	$125	$130	$130
Developer	$100	$100	$105	$105
Development	$90	$90	$95	$95

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Support				
Technical Support Specialist	$60	$60	$65	$65

1.4 Hosting, Software Licensing, Maintenance, and Support Pricing Worksheet

Pricing must reflect the payment of maintenance through the Contract end date. Price estimate should reflect the most optimistic implementation date. Actual payments may differ from the estimate if project start date slips or if implementation takes longer as this will cause a shorter maintenance period.

Table 1.4: Software Licensing, Maintenance, and Support Pricing Worksheet
Not Applicable

1.5 Web Site Hosting, Maintenance, and Support Pricing Worksheet

Table 1.6: Web Site Hosting, Maintenance, and Support Pricing Worksheet

HOSTED SERVICES	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
Web Site Hosting Fee	$3,500	$3,500	$3,700	$3,700	$3,900	$18,300
Technical Support-NHDOJ	$5,000	$5,000	$5,250	$5,250	$5,500	$26,000
Technical Support-Municipal Users	$5,000	$5,000	$5,250	$5,250	$5,500	$26,000
GRAND TOTAL	$13,500	$13,500	$14,200	$14,200	$14,900	$70,300

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 the price limitation in block 1.8 of the P-37 ("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.

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.

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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.

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:
Department of Justice
Attn: Thomas Donovan
33 Capitol Street
Concord, NH 03301,

4. PAYMENT ADDRESS

All payments shall be sent to the following address:
Axiomatic
Attn: Accounts Receivable
500 Market St, Unit 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 ten percent (10%) of the price for each Deliverable, except Software license fees, hosting and technical support as set forth in the Payment Table above, until successful conclusion of the Warranty Period. The Warranty Period is defined as the system go live date plus 90 days.

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SPECIAL PROVISIONS

Use the special provision section to show appropriate changes to the terms outlined in the General Provisions.

Not Applicable.

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EXHIBIT D
ADMINISTRATIVE SERVICES

1. **TRAVEL EXPENSES**

   The 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 the Axiomatic to perform its obligations under the Contract.

4. **STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES**

   The Axiomatic shall provide the State access to all State-owned documents, materials, reports, and other work in progress relating to this RFP. Upon expiration or termination of the Contract with the State, the Axiomatic shall turn over all State-owned documents, material, reports, and work in progress relating to this RFP 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

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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 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. PROJECT MANAGEMENT

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. **Introductory Meeting:** Participants will include Axiomatic Key Project Staff and State Project leaders from both Department of Justice and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.

b. **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.

c. **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.

d. **The Work Plan:** must be reviewed at each Status Meeting and updated, at minimum, on a bi-weekly basis, in accordance with the Contract.

e. **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.

f. **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;

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5. Future activities; and
6. Issues and concerns requiring resolution.
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 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

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initiated. 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 Work Plan.

2.2.1   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.

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.

2.2.2   Change Management and Training

Not applicable

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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. 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 System Integration Testing

The new System is tested in integration with other application systems (legacy and service providers) in a production-like environment. System Integration Testing validates the integration between the individual unit application modules and verifies that the new System meets defined requirements and supports execution of interfaces and business processes. The System Integration Test is performed in a test environment.

Thorough end-to-end testing shall be performed by the Axiomatic team(s) to confirm that the Application integrates with any interfaces. The test emphasizes end-to-end business processes, and the flow of information across applications (IF APPROPRIATE). It includes all key business processes and interfaces being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.

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Activity Description	Systems Integration Testing validates the integration between the target application modules and other systems, and verifies that the new System meets defined interface requirements and supports execution of business processes. This test emphasizes end-to-end business processes and the flow of information across the application. It includes all key business processes and interfaces being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.
Axiomatic Team Responsibilities	• Take the lead in developing the Systems Integration Test Specifications. • Work jointly with the State to develop and load the data profiles to support the test Specifications. • Work jointly with the State to validate components of the test scripts.
State Responsibilities	• Work jointly with Axiomatic to develop the Systems Integration Test Specifications. • Work jointly with Axiomatic to develop and load the data profiles to support the test Specifications. • Work jointly with Axiomatic to validate components of the test scripts, modifications, fixes and other System interactions with the Axiomatic supplied Software Solution.
Work Product Description	• The Integration-Tested System indicates that all interfaces between the application and the legacy and third-party systems, interfaces, and applications are functioning properly.

1.4 Installation Testing

In Installation Testing the application components 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).

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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.

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	• 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	• 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.

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1.6 Performance Tuning and Stress Testing

Axiomatic shall develop and document hardware and Software configuration and tuning of the Municipal Trust Funds and Common Investments application infrastructure.

1.6.1 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.

1.6.2 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 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.

1.6.3 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 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

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that the modified and related (possibly affected) System components still meet their specified requirements.

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.

1.8 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. Test procedures shall include penetration tests and application vulnerability scanning.

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
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. Test procedures shall include 3rd party penetration tests and application vulnerability scanning.

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).

1.8 Penetration Testing

Axiomatic shall provide certification that their Software and System environment has undergone penetration testing in accordance with current recommendations from a recognized industry standards organization, such as the U.S. Department of Commerce National Institute of Standards Technology (NIST) prior to final delivery.

The Axiomatic Operations Team will conduct quarterly scans of the application to address potential security concerns in the following areas utilizing the named tools:

Network and Infrastructure Testing
- OpenVAS (using the Greenbone NVT feed)

Web Application Testing
- Burp Suite
- w3af

Windows OSE Testing
- Metasploit Framework

MS SQL Server Testing
- SQLMap (injection testing)
- Nmap and the Metasploit Framework (penetration testing)

Following the completion of each quarterly scan, the Axiomatic operations team will provide DOJ and the DOJ IT Lead from the Department of Information Technology with a report detailing the scans that were run, the results of each scan, any identified security concerns, steps to remediate concerns and any ongoing remediation not yet completed.

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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 System in accordance with the Contract.

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

1.1.2 Standard Agreement

The State will adopt Axiomatic's standard maintenance agreement modified to address terms and conditions inconsistent with State Statutes and general State information technology practices.

1.1.3 Axiomatic Technical Support-State Users

Axiomatic will provide technical support for NHDOJ users for a period of one year from the system launch. 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.

1.1.4 Axiomatic Technical Support-Municipal Users

Axiomatic will provide technical support for municipal users for a period of one year from the system launch. Technical support will only be provided during "peak periods" which are defined as the months of January, February, March, July, August and September. 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,

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EXHIBIT G
MAINTENANCE AND SUPPORT SERVICES

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.

2. SUPPORT OBLIGATIONS AND TERM

2.1 Axiomatic shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract, including but not limited to S1.1 through S1.20 of the Support and Maintenance Requirements in Exhibit H *Requirements*, Attachment 1.

2.2 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 Part 2 Section 13.1.1.2, as well as to return Axiomatic's product and receive a refund for all amounts paid to Axiomatic, including but not limited to, applicable license fees, within ninety (90) days of notification to Axiomatic of the State's refund request

2.3 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 Part 1 Section 14.

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EXHIBIT H
REQUIREMENTS

Attachment 1: Project Requirements is hereby incorporated within.

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EXHIBIT I
WORK PLAN

Axiomatic's Project Manager and the State Project manager shall finalize the Work Plan within 10 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 Request for Proposal Document State Staffing Matrix.
- 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 provide a separate escrow agreement for the application.
- Axiomatic shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

B. Logistics
- 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.

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.
- A Project folder created on an Axiomatic server shall be used for centralized storage and retrieval of Project documents, work products, and other material and information relevant to the success

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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.

F. Project Schedule

- Deployment is planned to begin upon the effective date of the contract with a planned go-live date of February 14, 2018.

G. Reporting

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

H. 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 with support from Axiomatic is responsible for the delivery of end-user training.
- The State shall schedule and track attendance on all end-user training classes.

I. 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 all testing as set forth in Contract 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

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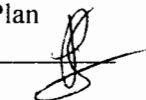
The Axiomatic Team Project Manager shall have overall responsibility for the day-to-day management of the Project and shall plan, track, and manage the activities of the Axiomatic Implementation Team. The Axiomatic Team Project Manager will have the following responsibilities:

- 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 monthly update progress reports to the State Project Manager;
- 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, and interfaces;
- Assist the State in the testing of extensions, 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.

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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 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.
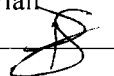
3. STATE ROLES AND RESPONSIBILITIES

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.

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 (IF ANY), 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.

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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;
- 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.
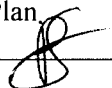
4) **State Technical Lead and Architect**
The State's Technical Lead and Architect reports to the State's Project Manager and is responsible for leading and managing the State's technical tasks. Responsibilities include:

- Attend technical training as necessary to support the Project;
- Assist the State and Axiomatic Team Project Managers to establish the detailed Work Plan;
- Manage the day-to-day activities of the State's technical resources assigned to the Project;
- Work with State IT management to obtain State technical resources in accordance with the Work Plan;
- Work with the Axiomatic Technical Lead and the State's selected hardware Axiomatic to architect and establish an appropriate hardware platform for the State's Project development and production environments;
- Work in partnership with the Axiomatic and lead the State technical staff's efforts in documenting the technical operational procedures and processes for the Project. This is a

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EXHIBIT I
WORK PLAN

Axiomatic Deliverable and it will be expected that Axiomatic will lead the overall effort with support and assistance from the State; and

- Represent the technical efforts of the State at bi-weekly Project meetings.

4. SOFTWARE APPLICATIONS

MS Project
MS Excel
MS Word
Microsoft Developer Framework
Visual Studio 2017
SQL
SQL Server Reporting Services
Balsamiq
OpenVAS (using the Greenbone NVT feed)
Burp Suite
w3af
Metasploit Framework
SQLMap (injection testing)
Nmap and the Metasploit Framework

5. INTERFACES

Interfaces shall be implemented in cooperation with the State. The following Table 5.1 identifies the interfaces within the scope of this Contract and their relative assignment.

Table 5.1: In-Scope Interfaces

Interface	Components, if applicable	Responsible Party	Description
DRA MTRSP	FTP, flat file or service	Axiomatic	Push of verified, approved MS-9 and MS-10 data to the NHDRA MTRSP web application.

A. Interface Responsibilities

- Axiomatic will build and verify the interface. This will require UAT with DRA to ensure that proper information is being received.

- The Axiomatic Team shall lead the review of functional and technical interface Specifications.

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- The Axiomatic Team shall assist the State with the resolution of problems and issues associated with the development and Implementation of the interface.
- The Axiomatic Team shall document the functional and technical Specifications for the interface.
- The Axiomatic Team shall create the initial Test Plan and related scripts to Unit Test the interface. The State shall validate and accept.
- The Axiomatic Team shall develop and Unit Test the interface.
- The State and the Axiomatic Team shall jointly verify and validate the accuracy and completeness of the interface.

6. PRELIMINARY WORK PLAN

The following Table 7.1 provides the preliminary agreed upon Work Plan for the Contract.

Table 7.1: High Level Preliminary NH Project Plan

Task Name	Duration	Start	Finish
G&C Approval	0 days	Wed 9/13/17	Wed 9/13/17
Business Rules	20 days	Wed 9/13/17	Tue 10/10/17
BRD	0 days	Tue 10/10/17	Tue 10/10/17
BRD Review Period	10 days	Wed 10/11/17	Tue 10/24/17
Technical Design-Storyboards	15 days	Wed 10/25/17	Tue 11/14/17
Technical Design-Database	15 days	Wed 10/25/17	Tue 11/14/17
TRD	0 days	Tue 11/14/17	Tue 11/14/17
TRD Review	10 days	Wed 11/15/17	Tue 11/28/17
Primary Coding	60 days	Wed 11/29/17	Tue 2/20/18
Beta Version	0 days	Tue 2/20/18	Tue 2/20/18
Refinement	30 days	Wed 2/21/18	Tue 4/3/18
Developer Testing	10 days	Wed 4/4/18	Tue 4/17/18
Developer Testing Certification	0 days	Tue 4/17/18	Tue 4/17/18
Client UAT	25 days	Wed 4/18/18	Tue 5/22/18
NHDOJ Training	42 days	Wed 4/4/18	Thu 5/31/18
Municipal Training	42 days	Wed 4/4/18	Thu 5/31/18
Warranty Period	90 days	Wed 5/23/18	Tue 9/25/18
Holdback Released	0 days	Tue 6/19/18	Tue 6/19/18
Hosting	261 days	Wed 5/23/18	Wed 5/22/19

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EXHIBIT J
SOFTWARE AGREEMENT

1. VIRUSES

   Axiomatic shall provide Software that is free of viruses, destructive programming, and mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

   As a part of its internal development process, Axiomatic will use reasonable efforts to test the Software for viruses. Axiomatic shall also maintain a master copy of the appropriate versions of the Software, free of viruses. If the State believes a virus may be present in the Software, then upon its request, Axiomatic shall provide a master copy for comparison with and correction of the State's copy of the Software.

2. AUDIT

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

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EXHIBIT K
WARRANTY

WARRANTIES

1.1 System

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 Support and Maintenance provisions, 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

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
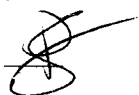
Axiomatic warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

1.8 Breach of Data

The 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 PERIOD

The warranty Period shall remain in effect until ninety (90) days from the software "Go Live" date.

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EXHIBIT L
TRAINING SERVICES

Axiomatic shall provide the following Training Services:
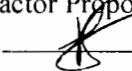
System Training DOJ: Systems training for DOJ will focus on how to operate the system at each user level. This includes administering accounts, processing data and the process for dealing with low level municipal technical support.

System Training Municipal Users: Systems training for municipal users will focus on how to operate the system at each user level. This includes administering accounts, entering data, submitting data and loading information from third party systems.

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 and DOJ users. Utilizing existing training materials, help videos, and frequently asked questions (FAQ) will prepare DOJ to conduct training long term.

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EXHIBIT M
CONTRACTOR PROPOSAL, BY REFERENCE

Attachment 2: Axiomatic Scope of Work, November 7, 2016 is hereby incorporated within.

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CONTRACT 2017-002 – PART 3
EXHIBIT N
CERTIFICATES AND ATTACHMENTS

Attached are:

  A. Contractor's Certificate of Vote/Authority
  B. Contractor's Certificate of Good Standing
  C. Contractor's Certificate of Insurance
  D. Attachment 1 - Exhibit H Requirements
  E. Attachment 2 – Exhibit M Axiomatic Scope of Work, 11/7/2016

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 registered to transact business in New Hampshire on July 16, 2013. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **694505**
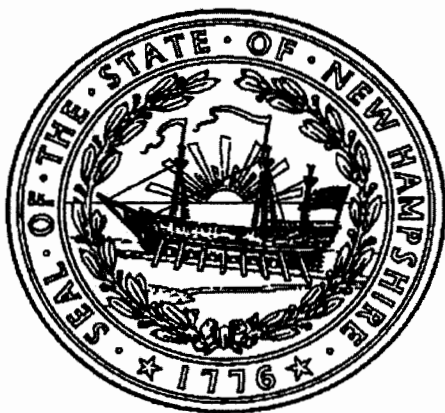
IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 19th day of May A.D. 2017.

William M. Gardner
Secretary of State

Certificate of Authority

LLC Certification of Authority

I, <u>David Salzer</u>, **hereby certify** that I am a Partner, Member or Manager
of <u>Axiomatic,</u> a limited liability company under RSA 304-C.

I certify that I am authorized to bind the LLC.

I further certify that it is understood that the State of New Hampshire will rely on this

certificate as evidence that the person listed above currently occupies the position indicated

and that they have full authority to bind the LLC and that this authorization has

not expired.

DATED: <u>5/11/2017</u>   **ATTEST:** _____

David Salzer-Principal

Client#: 104047   AXIOM1

ACORD™   CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/15/2017

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	CONTACT NAME: Anna Gallant
People's United Ins. Agency NH 1555 Lafayette Rd. 2nd Fl. Portsmouth, NH 03801	PHONE (A/C, No, Ext): 603 427-7534 FAX (A/C, No):
	E-MAIL ADDRESS: Anna.Gallant@peoples.com

	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Sentinel Insurance Company, LTD	11000
INSURED Axiomatic, LLC 500 Market Street, Suite 2B Portsmouth, NH 03801	INSURER B : Hartford Insurance Co of Midwes	37478
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X	COMMERCIAL GENERAL LIABILITY			04SBANW1633	08/10/2017	08/10/2018	EACH OCCURRENCE	$2,000,000
		CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
		Blanket AI per						MED EXP (Any one person)	$10,000
		Written Contract	X					PERSONAL & ADV INJURY	$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
		POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$4,000,000
		OTHER:							$
		AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO						BODILY INJURY (Per person)	$
		ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
		HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
									$
		UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
		EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
		DED [ ] RETENTION $							$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			04WECCT5042	07/01/2017	07/01/2018	X PER STATUTE [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y]	N/A					E.L. EACH ACCIDENT	$1,000,000
		(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
		If yes, describe under DESCRIPTION OF OPERATIONS below						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)

Workers Compensation Coverage Excludes coverage for: SALZER DAVID; SANTOSO PATRICK, JONES BRENT

CERTIFICATE HOLDER	CANCELLATION
The State of New Hampshire 109 Pleasant St. Concord, NH 03301	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 *Anna Gallant*

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