STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION of PARKS and RECREATION
172 Pembroke Road   Concord, New Hampshire 03301
Phone: (603) 271-3556 Fax: (603) 271-3553
Web: www.nhstateparks.org

December 27, 2021

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

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, Cannon Mountain (Department) to enter into an amendment to an existing contract (Contract #1078774) with Accesso, LLC (VC #173104), Lake Mary, FL, by increasing the price limitation by $518,400 from $263,354.39 to $781,754.39 with no change in the contract completion date for the Online Ticketing Platform at Cannon and Franconia Notch State Park effective upon Governor and Executive Council approval through November 30, 2023. The original contract was approved by Governor and Executive Council on March 24, 2021, Item #75. 100% Other Funds (Agency Income).

Funding is available in account, <u>Cannon Mountain</u>, as follows:

	FY 2022	FY2023
03-035-035-351510-37030000-103-502664 – Contracts for Op Services	$252,911	$265,489

EXPLANATION

In the calendar year 2020, the global coronavirus pandemic led to the overwhelming majority of US ski areas and resorts to use a predominantly online sales model in response to minimizing close social contact where possible. In August of that year, ongoing COVID-19 protocols and emerging recommendations to New Hampshire's ski areas and resorts through Federal, State, and NH Governor's Task Force guidance necessitated that consistent with the industry, Cannon adopt an online ticket, rental, and lesson sales platform to be immediately built and implemented at Cannon Mountain to effectively manage the number of people skiing on any given day and minimize the number of in-person transactions. The Department worked with the Department of Administrative Services, the Department of Justice, the Department of Information Technology, and Accesso-Siriusware to get the storefront built and operational within a 10-week timeframe in order for the system to be up and running for the 2020-2021 Winter Ski Season.

Since the implementation of this e-commerce sales channel, Cannon Mountain has greatly reduced social contact helping to manage the pandemic. Additionally and in line with industry standards, it has since proven to be an overwhelming success that has improved ticket sales management and accountability while also providing the potential for revenue growth through greater sales accessibility and efficiency for customers and staff, also offering a more readily available selection of the full list of ticketed sales items.

This success has also resulted in an increase in fees related to costs for performance of the system. We estimate a cost of approximately $518,400 over the next two fiscal years (seasons) for all sales platform support and processing payment to Accesso-Passport.

As with all areas of commerce, e-commerce is now more widely practiced among the business community for the general public who have now come to expect to engage in e-commerce at a much higher volume now then the in-person/on-site commerce of the past.

Termination of this contract with Accesso-Passport would put Cannon at risk of being unable to effectively manage the number of people skiing on any given day and would require limitations of transactional sales periods. For this reason, we respectfully request authorization to proceed with the amendment.

The Attorney General's Office has reviewed and approved this contact amendment as to form, substance and execution.

Respectfully submitted,   Concurred,

_____   _____
Philip A. Bryce   Sarah L. Stewart
Director   Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

October 29, 2021

Sarah L. Stewart, Commissioner
Department of Natural and Cultural Resources
Division of Parks and Recreation
State of New Hampshire
172 Pembroke Rd
Concord, NH 03301

Dear Commissioner Stewart:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Accesso, LLC, Lake Mary, Florida, as described below and referenced as DoIT No. 2021-067.

This is a request for approval to enter into a contract amendment with Accesso, LLC to provide continued use of Cannon Mountain's E-Commerce Ticketing platform. Due to the COVID-19 emergency, Cannon Mountain needed an online ticket, rental, and lesson sales platform to manage the number of people skiing on any given day and to minimize the number of in-person transactions on its property.

Funds associated with the original 3-year contract were used in their entirety during Fiscal Year 2021 because of the sheer unanticipated high volume of online transactions. This contract is being amended to add additional funds to continue the use of Cannon Mountain's E-Commerce Ticketing platform.

This amendment will increase the price limitation by $518,400.00, from $263,354.39 to $781,754.39, effective upon the date of Governor and Executive Council approval through November 30, 2023.

A copy of this letter should accompany your Agency's submission to Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/RA
DoIT #2021-067

cc: Nicole Warren, DoIT - IT Lead

"Innovative Technologies Today for New Hampshire's Tomorrow"

DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
2021-067 DNCR Cannon E-Commerce Ticketing
CONTRACT AMENDMENT A

Amendment of P-37 Contract Agreement

The Department of Natural and Cultural Resources and Accesso, LLC hereby mutually agree to amend the contract for *Cannon E-Commerce Ticketing*, originally approved by the Governor and Executive Council on March 24, 2021, Item #75, with a completion date of November 30, 2023, as follows:

1. Amend Box 1.8, Price Limitation, by increasing the price limitation by $518,400.00 from $263,354.39 to $781,754.39;

2. Amend Exhibit B, Terms of Payment, by increasing the contract total by $518,400.00 from $263,354.39 to $781,754.39;

3. All other terms and conditions of the original contract shall remain the same in full force and effect as originally set forth; and

4. This amendment is subject to approval by the Governor and Executive Council.

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

Accesso, LLC.

_____   November 1, 2021
Steve Young, VP - Commercial Contracts   Date

Natural and Cultural Resources

_____   12/27/21
Sarah L. Stewart, Commissioner   Date

Approved as to form, substance and execution:

_____
Attorney General Office

12/28/2021
_____
Date

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 ACCESSO, LLC is a Florida Limited Liability Company registered to transact business in New Hampshire on December 10, 2020. 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: **857178**

Certificate Number : **0005470600**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this **22nd** day of **November A.D. 2021.**

William M. Gardner
Secretary of State

Limited Partnership or LLC Certificate of Authority

I, <u>Fern MacDonald</u>, **hereby certify** that I am a Partner, Member or Manager
  (Name)

of <u>accesso LLC</u> a limited liability partnership under RSA 304-B, a limited
  (Name of Partnership or LLC)

liability professional partnership under RSA 304-D, or a limited liability company under

RSA 304-C.

I certify that <u>Steve Young</u> is authorized to bind the partnership or 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 partnership or LLC and that this authorization

shall remain valid for thirty (30) days from the date of this Certificate of Authority.

DATE: 11/23/21   **ATTEST:**   _Fern MacDonald_

                                          CFO   *(Name)*

                                                    (Title)

Acknowledgment by Accesso

STATE OF FLORIDA
COUNTY OF SEMINOLE   } ss.:

On this   day of , 2021, before me personally came and appeared to me known to be the person who
executed the above instrument, who, being duly sworn by me, did for himself/herself depose and say
that he/she is a member of the LLC of and that he/she executed the foregoing instrument in the LLC's
name of and that he/she had authority to sign same, and he/she did duly acknowledge to me that
he/she executed the same as the act and deed of said LLC of , for the uses and purposes mentioned
therein.

_____
Notary Public

* Note: The signatory to this Certificate of Authority and the signatory to the P-37 may not be the same

CERTIFICATE OF LIABILITY INSURANCE

ACORD

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

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

PRODUCER	CONTACT NAME:
Marsh USA, Inc. 9830 Colonnade Blvd, Suite 400 San Antonio, TX 78230 Attn: ROW.Certrequest@marsh.com	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	

	INSURER(S) AFFORDING COVERAGE	NAIC #
CN107096006-STND-GAWUG-21-	INSURER A : Federal Insurance Company	20281
INSURED Lo-Q, Inc.; Accesso LLC; Siriusware, Inc.; VisionOne, Inc.; Blazer & Flip Flops, Inc. 1025 Greenwood Blvd, Suite 500 Lake Mary, FL 32746	INSURER B : N/A	N/A
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES   CERTIFICATE NUMBER: HOU-003734024-04   REVISION NUMBER: 4

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			35933642	10/31/2021	10/31/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			73578155	10/31/2021	10/31/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	71742408	10/31/2021	10/31/2022	X PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER	CANCELLATION
The State of New Hampshire The Department of Natural and Cultural Resources Cannon Mt 172 Pembroke Road 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 *Marsh USA Inc.*

ACORD 25 (2016/03)   The ACORD name and logo are registered marks of ACORD

STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION

172 Pembroke Road   Concord, New Hampshire 03301
Phone: (603) 271-2411 Fax: (603) 271-3553 E-Mail: nhparks@dncr.nh.gov
Web: www.nhstateparks.org

March 3, 2021

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

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, Cannon Mountain to enter into a Sole Source and Retroactive contract with Accesso, LLC (VC #173104), Lake Mary, Florida in the amount of $263,354.39 for the Online Ticketing Platform at Cannon Mountain and Franconia Notch State Park upon Governor and Executive Council approval from December 1, 2020 through November 30, 2023. 100% Other Funds (Agency Income).

Funds are available in account, Cannon Mountain, for Fiscal Year 2021, and are anticipated to be available in Fiscal Years 2022 and 2023, upon the continued appropriation of funds in the future operating budget with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

	FY 2021	FY 2022	FY 2023
03-035-035-351510-37030000-103-502664 – Contracts for Op Services	$113,354.39	$75,000	$75,000

EXPLANATION

During the process of adapting our ski area operations to prevent, minimize, and mitigate the spread of the COVID-19 virus, and in keeping with the CDC, NH Governor's Task Force, Ski New Hampshire, and National Ski Areas Association guidance recommended for the safe operation of ski areas, it was necessary for Cannon Mountain (Cannon) to find a means to both effectively manage the number of people skiing on any given day and minimize the number of in-person transactions on its property. It was determined that in keeping with such universally accepted and recommended ski industry standards, an online ticketing, equipment rental, and lesson sales platform was necessary.

Prior to engaging with Accesso (and Siriusware) on this project, the Cannon and NH Parks teams spent more than six weeks working through scenarios with ASPIRA (the NH Parks contracted online sales vendor) to try to create a ski industry proper sales platform prior to seeking alternatives. While ASPIRA has been a very successful enterprise solution for the rest of the park system, especially in responding to the pandemic, it was not designed to handle the specific needs of ski areas. For this reason, Cannon then pivoted and immediately began working with the Department of Administrative Services, the Department of Justice, the Department of Information Technology, and Accesso-Siriusware to have the online storefront built and operational from scratch in time for Cannon Mountain to open its 2020-2021 Winter Season on December 12th. With no alternative other than to delay the opening of the winter season, we moved forward with the lengthy implementation and approval process for this e-commerce solution integration in order to open for the winter season and begin generating its much-needed revenue. For this reason, this request is retroactive.

Next, as Cannon already uses Accesso-Siriusware for ticket sales, equipment rentals, and lessons, the readily integrative Passport platform, a product/service that only Accesso offers, made the most sense as it would integrate seamlessly and efficiently, meeting the demands set forth under the pandemic. Passport allows for real time entry, quick checkout, a booking portal with modifying/canceling reservations, and real-time on-site redemptions. Given that Passport works with Siriusware, it allows for an integrated program with one allocation, coordinating with our gift cards, current and future ticket vouchers, retail inventory, active rentals system, and our snow sports school bookings.

After recognizing that ASPIRA would not be able to support our product mix and fulfill our needs, it was determined that the readily available and integrative Accesso-Passport solution was the only option that could move us forward at the least cost and in the fastest manner. Therefore, this is a sole source request.

Cannon worked collaboratively with Department of Information Technology and Passport to successfully implement the components necessary to offer a viable secure online store hosted by Passport.

Working with the Department of Administrative Services and Department of Justice, Cannon was successful in obtaining a taxation waiver and was granted approval for the Passport e-commerce solution.

The Department of Information Technology has reviewed and approved this contract. The Attorney General's Office has also reviewed and approved this contact as to form, substance and execution.

Respectfully submitted,

Concurred,

_____
Philip A. Bryce
Director

_____
Sarah L. Stewart
Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

February 23, 2021

Sarah L. Stewart, Commissioner
Department of Natural and Cultural Resources
Division of Parks and Recreation
State of New Hampshire
172 Pembroke Rd
Concord, NH 03301

Dear Commissioner Stewart:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a sole source, retroactive contract with Accesso, LLC, Lake Mary, Florida, as described below and referenced as DoIT No. 2021-067.

> This is a request to enter into a contract with Accesso, LLC for an On-line Ticketing Platform at Cannon Mountain. Due to the COVID-19 emergency, Cannon Mountain needed an online ticket, rental, and lesson sales platform to manage the number of people skiing on any given day and to minimize the number of in-person transactions on its property.
>
> Accesso will provide Passport, On-Line ticketing software, that allows for real time entry, quick checkout, a booking portal with modifying and canceling reservations, and real-time on-site redemptions. Passport integrates with current systems in use at Cannon Mountain.
>
> The contract amount is $263,354.39 and shall be effective upon Governor and Executive Council approval through November 30, 2023.

A copy of this letter should accompany the Department of Natural and Cultural Resources' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/ik
DoIT #2021-067

cc: Nicole Warren, IT Manager, DoIT

"Innovative Technologies Today for New Hampshire's Tomorrow"

STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
OFFICE OF THE COMMISSIONER

172 Pembroke Road, Concord, New Hampshire 03301
Phone: 271-2411   Fax: 271-2629
TDD ACCESS: Relay NH 1-800-735-2964

Date: March 1, 2021

To: Charles Arlinghaus, Commissioner
       Department of Administrative Services

Via: Gary Lunetta, Director
       Division of Procurement and Support Services - Bureau of Purchase and Property
       State House Annex - Room 102
       25 Capitol Street
       Concord, New Hampshire 03301-6312

Dear Commissioner Arlinghaus:

The Department of Natural and Cultural Resources, Franconia Notch State Park/ Cannon Mountain Aerial Tramway and Ski Area is requesting a waiver pursuant to RSA 21-I:17-c to operate with a merchant card processing service vendor that is not included under the State Contract for Merchant Card Processing Services (Contract #8002052).

Since 2012, Cannon Mountain has been selling and managing in-house gift cards through Siriusware, our onsite ticketing and reservation system. At that time, gift card functionality was initiated using a product called debitware.   Prior to Siriusware, gift certificates were being issued and tracked internally via spreadsheets which relied on manual entry from sales point operators. The introduction of Siriusware in-house cards offered a new product with an integrated tracking and card management system. Gift cards are promoted and accepted anywhere cash is accepted throughout Cannon, with the exception of our contracted food venues, which include the Lafayette Food Court, Notchview Café, Cannonball Pub, and Café 4080.

Due to COVID-19 pandemic and the guidelines that were set forth by both the State of New Hampshire and the ski industry, Cannon adopted a new online sales platform product called Passport. Passport allows Cannon to efficiently and effectively comply with those guidelines that were prescribed to assure safe procedures with ticket sales to reduce crowding and contact between customers while also allowing for an interconnected and seamless transaction process by working in conjunction with Siriusware. This new product is owned by a parent company called Accesso which also owns the Siriusware Ticketing system. As a result of this cohesive integration of systems, gift cards previously issued by Cannon from Siriusware will continue to be accepted along with new cards being sold from Passport thus permitting guests to use cards previously obtained from the Siriusware system to be readily accepted as a form of payment to complete their online transactions.

The use of an external application would not allow for this same cohesive process and would not be supported by the Accesso applications already in place and working well at Cannon. Cannon's current gift card management gives consumers the ability to either purchase and/or use gift cards as a source of payment both online and on-site, while tracking all transactions through invoices on account via Siriusware.

For these reasons and because Accesso gift cards are the most viable and seamless application for Cannon to continue to manage in-house accounts and meet the mandates set by COVID guidelines while effectively

managing visits, rentals and lessons, we request a waiver from required use of the State contract for merchant card processing services .

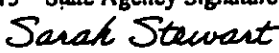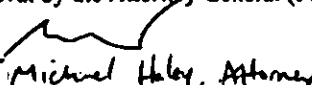Respectfully submitted,

Sarah L. Stewart
Commissioner

> **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 Department of Natural and Cultural Resources	1.2 State Agency Address 172 Pembroke Road,.Concord NH 03301
1.3 Contractor Name Accesso, LLC	1.4 Contractor Address 1025 Greenwood Blvd., Suite 500 Lake Mary, FL 32746

1.5 Contractor Phone Number 407-333-7311	1.6 Account Number 03-035-035-351510-37030000-103-502664	1.7 Completion Date November 30, 2023	1.8 Price Limitation $263,354.39

1.9 Contracting Officer for State Agency Sarah L. Stewart; Commissioner	1.10 State Agency Telephone Number 603-271-2411
1.11 Contractor Signature Date: 12-11-2020	1.12 Name and Title of Contractor Signatory Steve Young, VP - Commercial Contracts
1.13 State Agency Signature *Sarah Stewart* Date: 12/11/20	1.14 Name and Title of State Agency Signatory Sarah L. Stewart, Commissioner

1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: N/A   Director, On:

1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: Michael Haley, Attorney   On: 3/8/2021

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

G&C Item number: G&C Meeting Date:

Contractor Initials SY
Date 12-11-2020

2. 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 B 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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

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

Page 2 of 3

Contractor Initials _S U_
Date 12-11-2020

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

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Exhibit A
Modifications to Form P-37

The following modifications to Form P-37 are agreed to between the Parties:

Section 1: PRICE LIMITATION
It is agreed to between Accesso and the State that the price limitation as set in Section 1.1.8 shall not apply to Per Product Fees as defined in the Passport Sales Order and any per transaction fees as more fully described in Exhibit A to the CyberSource Statement of Work.

Section 2: CONDITIONAL NATURE OF AGREEMENT
Section 4 is hereby modified to add the following statement:
> The parties agree that this Paragraph 4 does not excuse the State from any obligation to pay for services already rendered.

Section 3: COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY
Section 6.3 is hereby modified as follows:
> 6.3 The Contractor agrees to permit the State reasonable access to any of the Contractor's books, records and accounts associated with this Agreement and the provision of Services hereunder for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

Section 4: PERSONNEL
Section 7.1 is hereby modified as follows:
> 7.1 The Contractor shall at its own expense, unless otherwise agreed to between the parties, 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.

Section 5: EVENT OF DEFAULT/REMEDIES
Section 8.2.2 is hereby modified as follows:
> 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all future payments to be made under this Agreement, excluding undisputed amounts payable under the Agreement prior to the Event of Default.

Section 6: ASSIGNMENT/DELEGATION/SUBCONTRACTS
Section 12.1 is hereby modified as follows:
> 12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State, such consent not to be unreasonably withheld. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger; consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

Section 7: INSURANCE
Section 14.1.2 is omitted.

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Additional Section: STATE APPROVAL:
This contract is subject to the approval of the New Hampshire Governor and Executive Council, and the New Hampshire Department of Information Technology and shall not be valid, effective, or binding until it is so approved. While such approval is pending, and to the extent permissible under State law, the parties will act in good faith to fulfil their respective obligations under this contract.

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Exhibit B

Accesso Agreements

1. Master Agreement
2. Passport Sales Order
3. Siriusware Sales Order
4. CyberSource Statement of Work

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Date 12-17/2020

ACCESSO LLC MASTER AGREEMENT
No. CANNON MOUNTAIN - 2020

This Master Agreement No. CANNON MOUNTAIN - 2020 (this "Agreement"), dated December 1, 2020 (the "Effective Date"), is entered into by and between Accesso, LLC, a Florida limited liability company ("Accesso"), whose address for purpose of notices hereunder is 1025 Greenwood Blvd #500, Lake Mary, FL 32746, Attn: Bruno Boehi, and the State of New Hampshire, Dept. of Natural and Cultural Resources, a New Hampshire State owned entity ("Customer"), whose address for purpose of notices hereunder is 172 Pembroke Road, Concord, NH 03301, NH 03301 Attn: Office of Administration. In consideration of the mutual covenants and agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Accesso agree as follows:

1   NATURE OF AGREEMENT: Accesso shall provide Services and Software to Customer that may include software, hardware, custom software development, systems integration, maintenance and other services, as described in more detail in executed Sales Orders between Accesso and Customer. This Agreement shall apply to all Services and Software that are provided by Accesso to Customer during the Term of this Agreement including but not limited to Software that is owned or developed by Accesso and licensed to Customer, and third party products that are acquired for Customer by Accesso.

2   DEFINITIONS: As used in this Agreement, subsequent Sales Orders, Statements of Work, and other ancillary documents attached hereto or issued hereunder, the following terms shall have the meanings set forth below:

   2.1   Acceptance Date – shall mean the completion date of a successful Acceptance Period (as described in Section 10), which date has passed.

   2.2   Affiliate – shall mean, with respect to any entity, (i) a member, partner, shareholder, owner, trustee, director, employee or executive officer of any such entity, or of any entity identified in clause (ii), and (ii) any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the specified entity. As used in this definition of Affiliate, "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an individual or entity, whether through ownership of voting securities, by contract or otherwise.

   2.3   Confidential Information – shall mean any proprietary or confidential information or material that the disclosing party treats as confidential and is (i) disclosed hereunder in tangible form and marked "Confidential" at the time it is delivered or disclosed hereunder to the receiving party, (ii) disclosed orally hereunder and identified as confidential or proprietary when disclosed with such disclosure being confirmed in writing by the disclosing party to the receiving party within thirty (30) days after disclosure, or (iii) disclosed hereunder and known by the receiving party, or under the circumstances should have been known by the receiving party, to be confidential.

   2.4   Costs – shall mean the cost of any third party materials and/or services obtained by Accesso in order to perform the Services or develop the applicable Software, including if appropriate, material handling and shipping costs.

   2.5   Customer Venue(s) – shall mean the Customer location or locations where the applicable Software to be provided by Accesso may be utilized by Customer as more particularly described in the applicable Sales Order for such Software.

   2.6   Deliverable – shall mean any items to be delivered or provided by Accesso under the terms of this Agreement or any Sales Order, including without limitation, the custom software, Services or Documentation.

   2.7   Derivative Work – shall mean any computer program or documentation resulting from the modification, recasting, transformation or adaptation of an existing computer program or item of documentation owned or developed by a party, excluding data output of any such computer program. A computer program that uses or operates on data output of another computer program shall not be considered a "Derivative Work" of the original program merely because it uses or operates on such data.

   2.8   Development Fee – shall mean the hourly rate invoiced by Accesso and described in more detail in each applicable Sales

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Order for all Development Services.

2.9   **Development Services** – shall mean the services provided by Accesso in connection with a Sales Order related to alterations, modifications or enhancements to Software, network configuration or any other system infrastructure, or custom report development.

2.10   **Documentation** – shall mean the documentation, instructions, technical data, specifications and user's guides published by Accesso as well as any functional specifications developed by Accesso under this Agreement or any Sales Order.

2.11   **Enhancement** – shall mean any Software enhancement requested by Customer in connection with a Sales Order.

2.12   **Hardware** – shall mean the hardware identified in the applicable Sales Order pursuant to which the applicable Software is licensed to Customer.

2.13   **Implementation Requirements** – shall mean the requirements for implementation of the applicable Software as set forth in the applicable Sales Order pursuant to which such Software is licensed to Customer.

2.14   **License** – shall mean the term license for the applicable Software as described in more detail in the applicable Sales Order pursuant to which such Software license is granted to Customer. For the avoidance of doubt, Customer understands, acknowledges, and agrees that the License is a term license existing and unless earlier terminated in accordance with the terms, provisions, and conditions of this Agreement and/or the applicable Sales Order pursuant to which such License is granted, shall continue in effect only so long as Customer is paying the applicable Support Services Fee.

2.15   **Sales Order** – shall mean the executed document (and any attachments and/or exhibits thereto) issued under and governed by this Agreement and that describes the Services, and/or Software to be provided by Accesso

2.16   **Service Fees** – shall mean all amounts billed to Customer by Accesso related to the performance of the Services or the development, licensing and/or provision of the applicable Software under this Agreement or any Sales Order, including but not limited to, Support Services Fees and Development Fees.   Notwithstanding the foregoing, the Service Fees shall not include the travel, lodging, and incidental expenses for Accesso's personnel. Accesso reserves the right to adjust its Service Fees from time to time upon thirty (30) days prior written notice to Customer, or as otherwise provided for in this Agreement and/or any applicable Sales Order.

2.17   **Services** – shall mean the services provided by Accesso to Customer pursuant to a Sales Order, including but not limited to, any custom software development, Deliverables, Implementation Services, Support Services, and Development Services.

2.18   **Software** – shall mean the applicable baseline computer software in object code (or Source Code forms, if applicable) licensed, owned or developed by Accesso for which Customer is granted a License pursuant to a software license Sales Order issued under this Agreement, as well as Enhancements and Updates provided by Accesso to Customer under a Sales Order, and any firmware (including third party products) provided hereunder by Accesso to Customer.

2.19   **Software Price** – shall mean the price for the purchase of the License for the applicable Software as set forth in the applicable Sales Order pursuant to which such Software is licensed to Customer.

2.20   **Software Warranty Standards** – shall mean (i) the applicable Software will conform in all material respects to the Specifications, (ii) testing of release versions of the applicable Software will be performed in accordance with standards typical for software testing in the industry, and (iii) the applicable Software, its possession and/or the use thereof permitted under this Agreement and the applicable Sales Order will not infringe any United States patent or United States copyright.

2.21   **Source Code** – shall mean the textual form of the applicable Software, including written comments and programmer documentation, flow charts, logic diagrams, pseudo code, notations or other supporting writings, regardless of the media

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on which it is stored, and is intended for translation into an executable or intermediate form, or is intended for direct execution through interpretation.

2.22 **Specifications** – shall mean all specifications contained in (i) the Documentation, the terms of which are incorporated herein by reference as though fully set forth herein, and (ii) any attachment or exhibit to the applicable Sales Order for the applicable Software.

2.23 **Statement of Work** – shall mean the executed document (and any attachments and/or exhibits thereto) issued under and governed by this Agreement and that describes the Services to be provided by Accesso.

2.24 **Support Services** – shall mean support for the applicable Software as more particularly described in and provided by Accesso pursuant to a Sales Order.

2.25 **Support Services Fee** – shall mean the fee invoiced by Accesso pursuant to each applicable Sales Order for any Support Services provided to Customer thereunder.

2.26 **Unauthorized Code** – shall mean any virus, Trojan horse, worm, or other software routines or hardware components designed to permit unauthorized access; to disable, erase, or otherwise harm software, hardware, or data; or to perform any other harmful actions. The term Unauthorized Code does not include Self-Help Code.

2.27 **Updates** – shall mean any subsequent updates of the applicable Software developed in connection with a particular Sales Order and which are generally made available as part of the Support Services as determined by Accesso in its sole discretion. Updates shall not include additional Enhancements, future products, modules or major version releases that Accesso licenses separately. Customer may license new version releases of the applicable Software from Accesso upon execution of a mutually agreeable Sales Order.

3 **SALES ORDERS AND STATEMENTS OF WORK:** Accesso, through itself and/or its Affiliates, will perform the Services, deliver the applicable Software, and/or provide access to the applicable Software as set forth in mutually agreed upon Sales Orders and/or Statements of Work executed from time to time by Customer and Accesso during the Term of this Agreement. Neither Customer, Accesso, nor any Affiliate of Accesso shall have any obligation to enter into any particular Sales Order or Statement of Work, and each may choose to accept or not accept, in each party's sole discretion, any proposed Sales Order or Statement of Work. The parties acknowledge and agree that changes affecting scope, cost and other activities regarding Software or Services shall be implemented by a mutually agreed upon project change request and may require the execution of one or more additional Sales Orders and/or Statements of Work.

4 **ACCESSO AFFILIATES:** Subject to Customer's prior consent, Accesso may discharge all and any of its duties and/or obligations under this Agreement, any Sales Order, and/or any Statement of Work through any Affiliate of Accesso. In addition, any Sales Order and/or Statement of Work may be executed by an Accesso Affiliate, and in such event, (i) all of the terms and conditions of this Agreement shall apply to such Accesso Affiliate and the applicable Sales Order and/or Statement of Work, except to the extent otherwise expressly set forth to the contrary in such Sales Order or Statement of Work, (ii) any liability under such Sales Order or Statement of Work shall be between Customer and Accesso and not between Customer and the Accesso Affiliate executing such Sales Order or Statement of Work, and (iv) Accesso shall be an intended third party beneficiary of any Sales Order or Statement of Work executed by an Accesso Affiliate.

5 **FEES AND PAYMENT TERMS:**

5.1 All monetary amounts referenced in this Agreement and/or any Sales Order shall be in the currency identified on the applicable Sales Order. Accesso's invoices and Customer's payments under this Agreement and/or any Sales Order shall be executed in the US Dollar currency. Customer shall pay Accesso upon being invoiced for all undisputed amounts due under this Agreement or any Sales Order, including but not limited to, all Service Fees, Costs, ODCs and applicable sales or use taxes. Fractional parts of an hour shall be payable on a prorated basis if any Sales Order contains a billable hour rate

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structure. Unless otherwise stated in a specific Sales Order, the labor hour billing rates set forth in a Sales Order shall be effective through such Sales Order's stated term. Accesso will use commercially reasonable efforts to achieve Customer's desired results within any total estimated price set forth in a Sales Order, however, Customer understands, acknowledges, and agrees that any stated amount is an estimate only, and not a guarantee that Customer's desired results can be achieved for such estimated amount.

5.2 Customer shall reimburse Accesso for all reasonable and pre-approved other direct costs ("ODCs") which shall include but are not limited to travel and associated living expenses, copying, overnight deliveries, shipping, leased hardware for Customer's specific environments, and set up charges for leased hardware expenses incurred in connection with providing the applicable Software and performing Services. Unless otherwise specified in a Sales Order, Customer acknowledges and agrees to reimburse Accesso for Accesso's travel and associated living expenses in accordance with the rates set forth on the Travel and Living Reimbursement Policy attached hereto as Exhibit A.

5.3 Unless otherwise specified in a Sales Order, Accesso shall provide a monthly invoice to Customer for all Service Fees, Costs, and ODCs incurred by Accesso pursuant to this Agreement or any Sales Order, together with applicable taxes. Customer shall designate in each Sales Order a Customer representative and his or her contact information, including electronic mail address, to accept and process Accesso's invoices. Customer shall notify Accesso in writing within five (5) business days of any change in contact information for the Customer representative.

5.4 Unless otherwise specified in a Sales Order and/or subject to the provisions contained in Section 5.5, amounts invoiced to Customer are due and payable by Customer within thirty (30) days of the date of such invoice. If Customer fails to pay the total of any invoiced amount within thirty (30) days of such invoice, Accesso shall have the right, in addition to its other rights and remedies, to suspend all and any (a) further performance of the Services (including without limitation, Support Services), (b) license for, subscription, access to, or further delivery of Software hereunder or pursuant to all or any Sales Orders issued hereunder, which suspension shall continue until Accesso has received the full outstanding amount due pursuant to this Section 5.4.

5.5 Customer may, in good faith, dispute, in whole or in part, any invoice submitted hereunder and withhold payment of any disputed portion so long as it shall, within fifteen (15) days of the date of the invoice, give written notice to Accesso of such dispute, stating the amount in dispute, the basis of the dispute, and pay the undisputed amount pursuant to the terms hereof. In such circumstances, Customer's failure to pay a disputed amount shall not constitute a breach or default hereunder and will not result in the discontinuance of Services or application or accrual of late charges or penalties for the disputed amount.

5.6 Customer agrees that, unless otherwise expressly specified in a Sales Order, its purchases are not contingent on Accesso's delivery of any future functionality or features, or dependent on any oral or written public comments made by Accesso and/or its Affiliates regarding future functionality or features of any Software. Additional functionality will not be added to any applicable Software without negotiation, and if added, may require Customer's payment of additional fees to Accesso.

5.7 Accesso may, upon written notice to Customer, adjust all and any Service Fees set forth in any Sales Order upon the anniversary of the Effective Date of such Sales Order. Such adjustment shall not exceed the lesser of three percent (3%) of the applicable Service Fees, or (b) the percent increase in the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index, U.S. City Average, for all Urban Consumers, other goods and services ('82-'84 = 100) (the "CPI-U Index") between the annual averages of the most recently published twelve (12) month period and the immediately preceding twelve (12) month period. For the avoidance of doubt, the term "Service Fees" shall not include ODCs and/or Costs.

6 **CUSTOMER RESPONSIBILITIES:**

6.1 Customer shall provide, maintain and make available to Accesso, at Customer's expense and in a timely manner, the

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following resources, and such other additional resources or information, as Accesso may from time to time reasonably request in connection with Accesso's performance of the Services:

6.1.1   Qualified Customer personnel or representatives who will be designated by Customer to consult with Accesso on a regular basis and provide information necessary to perform the Services;

6.1.2   Access to Customer's premises and appropriate workspace for Accesso personnel at Customer's premises as necessary for performance of any Services to be performed at Customer's premises; and

6.1.3   All resources requested by Accesso in a Sales Order.

7   CONFIDENTIALITY:

7.1   **Confidential Information.** Except as expressly provided herein, the parties agree that the receiving party shall keep completely confidential and shall not publish or otherwise disclose and shall not use for any purpose, except as expressly authorized by this Agreement, any Confidential Information furnished to it by the disclosing party, except to the extent that the receiving party can establish by competent proof that such Confidential Information (i) was already known to the receiving party, other than under an obligation of confidentiality, at the time of disclosure, (ii) was generally available to the public or otherwise part of the public domain at the time of its disclosure to the receiving party, (iii) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of the receiving party in breach of this Agreement, (iv) was subsequently lawfully disclosed to the receiving party by a person other than a party hereto, or (v) was independently developed by the receiving party without reference to any information communicated to the receiving party by the disclosing party.

7.2   **Permitted Use and Disclosure.** Each party may use the other party's Confidential Information only to the extent required to accomplish the purposes of this Agreement. Each party may disclose the other party's Confidential Information (i) to the extent such disclosure is required by law, or court order, provided, however, that if either party is required to make any such disclosure of the other party's Confidential Information and it is legally permissible to do so, such party will give reasonable advance notice to the other party of such disclosure, or (ii) to its employees, agents, consultants and other representatives to accomplish the purposes of this Agreement, so long as such persons are under an obligation of confidentiality no less stringent than as set forth herein. Each party shall use at least the same standard of care as it uses to protect its own Confidential Information to ensure that its employees, agents, consultants and other representatives do not disclose or make any unauthorized use of the other party's Confidential Information. Each party shall promptly notify the other party upon discovery of any unauthorized use or disclosure of the other party's Confidential Information. Upon termination of this Agreement or at any time upon the demand of the disclosing party for any reason, the receiving party promptly shall return to the disclosing party or, at the disclosing party's option, destroy and certify the destruction of, all tangible materials (and all copies thereof) that disclose or embody the disclosing party's Confidential Information. In the event of such a decision or demand, all Confidential Information prepared by the receiving party based on Confidential Information provided by the disclosing party shall be returned to the disclosing party and no copy thereof shall be retained except to the extent of each party's required compliance policies.

7.3   **Public Disclosure.** In the event that either party desires to issue a press release containing the other party's name, logo, trademark (collectively hereinafter "Mark") or copyrighted materials, or use the other party's Mark or copyrighted materials in any published materials, the party desiring to issue the release or use the other party's name (the "Requesting Party") shall first provide the proposed press release or other materials to the other party (the "Permitting Party") for review and approval, which approval may be withheld in the Permitting Party's sole and exclusive discretion. Notwithstanding the foregoing, either party may disclose, without the consent of the other party, the existence of the other party as a customer or technology service provider, as applicable.

8   **CUSTOMER DATA:.** Accesso acknowledges that any data (electronic or otherwise), electronic data processing media, papers or other tangible personal property, furnished by Customer to Accesso or otherwise received by Accesso in connection with Accesso's provision of Software and/or Services to Customer is and shall remain the sole property of Customer (the "Customer Data").

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Accesso shall not disclose or use Customer Data for any purposes other than to carry out the purposes for which Customer disclosed the Customer Data to Accesso, or as permitted by this Agreement and Accesso shall take commercially reasonable measures to protect the confidentiality of Customer Data that comes into Accesso's possession, however, Accesso assumes no liability for any Customer Data once transported onto a non-Accesso managed communication network, including, but not limited to the Internet or any third party system. Notwithstanding anything contained herein to the contrary, Customer acknowledges and agrees that Accesso may aggregate Customer Data with data from other customers of Accesso and/or its Affiliates for purposes of monitoring trends in the industry and Accesso's use and disclosure of such aggregated Customer Data shall not constitute a breach of the terms and provisions of this Agreement, so long as such Customer Data is sanitized so that Customer is not identified as the source of the information.

9   INTELLECTUAL PROPERTY:

9.1   Customer and Accesso shall each retain ownership of, and all right, title and interest in and to, their respective, pre-existing intellectual property and any Derivative Works created from such intellectual property (the "Preexisting Intellectual Property"), and no license therein, whether express or implied, is granted by this Agreement or as a result of the Services performed hereunder, except as set forth in Section 9.2 of this Agreement.

9.2   Accesso shall take title to and ownership of all intellectual property rights in any Deliverable developed by Accesso (including without limitation, copyrights and patent rights, any invention (whether patentable or not), work of authorship, or other intellectual property).

9.3   Notwithstanding anything contained in this Agreement and/or any Sales Order to the contrary, in the event that any Deliverable is developed jointly by Accesso and Customer, then such Deliverable shall be owned by Accesso, and any copyright and patent rights relating to the same shall be held in the name of Accesso. Customer hereby forever, irrevocably and unconditionally sells, assigns, transfers and conveys to Accesso all rights, title and interest in and to any such jointly developed Deliverable, including but not limited to all patents, copyrights, trade secrets and other intellectual property rights therein, worldwide, without exception.

9.4   Nothing in this Agreement shall prevent Accesso from utilizing any general know-how, techniques, ideas, concepts, algorithms, or other knowledge acquired or developed during the performance of this Agreement, on behalf of itself and/or its other Customers. Accesso may perform the same or similar services for others, provided that any Confidential Information of Customer is treated in accordance with Section 7 of this Agreement.

9.5   Except as specifically set forth in Section 9 of this Agreement, or expressly set forth in a Sales Order, Customer shall have no rights to any intellectual property of Accesso (whether Preexisting Intellectual Property or intellectual property hereafter developed).

9.6   Customer agrees not to use any Software licensed by Accesso to Customer in any way beyond the scope of this Agreement, and the License pursuant to which such Software is licensed to Customer, and to take all reasonable steps to protect the Software and Documentation from theft or from use by others contrary to the terms of this Agreement and the applicable Sales Order pursuant to which such Software is licensed to Customer, and not to disassemble, decompile, or otherwise reverse engineer such Software.

10   USER ACCEPTANCE TESTING: Unless otherwise provided in a Sales Order, upon completion of the delivery and installation of the applicable Software or any Enhancement, Accesso shall give Customer written notice that such Software or the Enhancement materially conforms to the Documentation. Within thirty (30) days of receipt of such notice (the "Acceptance Period"), Customer must either accept the applicable Software or Enhancement, or provide Accesso with a written response detailing the areas in which such Software or Enhancement has failed to perform materially in accordance with the Documentation (the "User Acceptance Testing"). Customer's failure to respond within the Acceptance Period will be deemed to be Customer's acceptance of the applicable Software or Enhancement. Customer will not unreasonably withhold, delay or condition its completion of User Acceptance Testing. If Customer provides a written response detailing areas in which the applicable Software or Enhancement has failed to perform

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.materially in accordance with the Documentation, within thirty (30) days of Accesso's receipt of such written response, Accesso shall perform any necessary corrections and recertify in writing to Customer that such Software materially conforms to the Documentation, at which time the Acceptance Period will restart, and Customer shall then retest only those areas identified and detailed in writing by Customer where the applicable Software or Enhancement failed to perform materially in accordance with the Documentation. If, after a reasonable number of repeated efforts, Accesso is unable to correct any material nonconformities preventing acceptance of the applicable Software or Enhancement, Customer may take any one, or more, or all, of the following actions: (i) accept such Software or Enhancement and reach agreement with Accesso on an equitable adjustment to the amounts payable to Accesso under the applicable Sales Order to reflect the reduced value of such Software or Enhancement resulting from the uncorrected material nonconformities; (ii) reject such Software or Enhancement, , and (iii) treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

11 **TAXES:** The State certifies that, to the best of its knowledge and subject to any future changes in tax law or policy, the State is not obligated to collect or remit any sales, use, value added, excise, import, privilege, or other similar taxes (the "Taxes") on the transactions for which it will use the Accesso system. Notwithstanding the foregoing, if Customer becomes obligated to collect or remit Taxes, Customer shall be solely responsible for such obligations.

12 **PERSONNEL:** Personnel will at all times be considered employees or agents of the party providing such personnel and will not for any purpose be considered employees or agents of the other party. Each party shall assume full responsibility for the actions or inactions of the personnel it provides, and shall be solely responsible for the supervision, direction, control, salaries, workers' compensation coverage, disability and other insurance, benefits, and all other obligations required by law relating to its personnel.

13 **EFFECTIVE DATE, TERM, TERMINATION:**

13.1 **Effective Date, Term.** This Agreement shall commence on the Effective Date and, unless otherwise terminated, shall continue in full force and effect so long as at least one (1) Sales Order is in full force and effect (the "Term").

13.2 **Termination by Accesso.**

13.2.1 For Cause. Accesso may terminate this Agreement or any Sales Order at any time for "cause" by giving Customer written notice of such termination reasonably specifying the grounds therefore. For purposes of this Agreement, "cause" shall mean (i) Customer's breach of or default under any term or provision of this Agreement, including, but not limited to, the duty to make payments in accordance with Section 5 of this Agreement or any Sales Order, (ii) Customer's infringement on Accesso's intellectual property (including without limitation, Accesso's Preexisting Intellectual Property) or disclosure of Accesso's Confidential Information, (iii) Customer's insolvency, (iv) Customer's filing of a petition for liquidation under any bankruptcy act, receivership statute or similar law or statute, or (v) the filing of a petition under any bankruptcy act, receivership statute or similar law by any third party against Customer, or the making of an application for a receiver where such petition or application is not dismissed or otherwise favorably resolved within sixty (60) days.

13.2.2 Cure Period. With respect to a termination pursuant to Section 13.2.1, Customer shall have ninety (90) days (the "Customer Cure Period") from the date that Customer is deemed to have received the written notice given to Customer by Accesso pursuant to this Agreement to cure the grounds for termination described in such written notice. This Agreement shall terminate immediately following the expiration of the Cure Period if Customer fails to cure the grounds for termination during the Cure Period, provided, however, such cure period may be extended in writing by Accesso for a reasonable additional period if, in the judgment of Accesso, such default is capable of prompt cure and appropriate corrective action is instituted by Customer within the Customer Cure Period and Customer diligently pursues such cure. If Customer engages in conduct that is substantially similar to the conduct for which Customer previously received written notice from Accesso pursuant to Section 13.2.1 within twelve (12) months after the day that the original written notice was given to Customer by Accesso, the termination of this Agreement shall be effective as of the date Customer is deemed to have received the subsequent written notice given to Customer by Accesso pursuant to this Agreement. Notwithstanding the foregoing, with respect to a monetary default or breach, the Customer Cure Period shall be reduced to thirty (30) days, after which if such breach or default

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is continuing, Accesso may elect to terminate this Agreement and/or any Sales Order or, in its sole discretion, suspend operation of its Services until the debt is fully satisfied. Notwithstanding the foregoing, in the event of cause pursuant to Section 13.2.1(ii) above, Accesso shall have the right to immediately terminate this Agreement and/or any or all Sales Orders. .

13.3 Termination by Customer.

13.3.1 For Cause. Customer may terminate this Agreement or any Sales Order at any time for "cause" by giving Accesso written notice of such termination reasonably specifying the grounds therefore. For purposes of this Agreement, "cause" shall mean, (i) Accesso's breach of or default under any term or provision of this Agreement, (ii) Accesso's infringement on Customer's intellectual property, (including without limitation, Customer's Preexisting Intellectual Property) or disclosure of its Confidential Information, (iii) Accesso's insolvency, (iv) Accesso's filing of a petition for liquidation under any bankruptcy act, receivership statute or similar law or statute, or (v) the filing of a petition under any bankruptcy act, receivership statute or similar law by any third party against Accesso, or the making of an application for a receiver where such petition or application is not dismissed or otherwise favorably resolved within sixty (60) days.

13.3.2 Cure Period. With respect to a termination pursuant to Section 13.3.1, Accesso shall have ninety (90) days (the "Accesso Cure Period") from the date that Accesso is deemed to have received the written notice given to Accesso by Customer pursuant to this Agreement to cure the grounds for termination described in such written notice. This Agreement shall terminate immediately following the expiration of the Accesso Cure Period if Accesso fails to cure the grounds for termination during the Accesso Cure Period, provided, however, such cure period may be extended in writing by Customer for a reasonable additional period if, in the judgment of Customer, such default is capable of prompt cure and appropriate corrective action is instituted by Accesso within the Accesso Cure Period and Accesso diligently pursues such cure. If Accesso engages in conduct that is substantially similar to the conduct for which Accesso previously received written notice from Customer pursuant to Section 13.3.1 within twelve (12) months after the day that the original written notice was given to Accesso by Customer, the termination of this Agreement shall be effective as of the date Accesso is deemed to have received the subsequent written notice given to Accesso by Customer pursuant to this Agreement.

13.4 Effect of Termination.

13.4.1 The parties acknowledge and agree that all Sales Orders shall immediately terminate upon termination of this Agreement pursuant to this Section 13. Termination under this Section 13 will not affect payment obligations incurred under this Agreement or any Sales Orders prior to the effective date of termination, and for any Costs or ODCs incurred, including without limitation commitments to purchase products or services from third parties which were entered into by Accesso in the course of performance hereunder. Such Costs may include, but are not limited to, cancellation fees, minimum consulting fees, and non-refundable charges or fees for third party products or services. Upon termination of this Agreement or any Sales Order, Customer acknowledges and agrees that it shall immediately deliver all amounts owed to Accesso, including but not limited to, Service Fees, Costs, ODCs, all applicable taxes and Early Termination Fees. The termination of this Agreement or any Sales Order by either party will not act as a waiver of any breach of this Agreement and will not act as a release of either party hereto from any liability for breach of such party's obligations under this Agreement.

13.4.2 Upon termination of this Agreement, each party shall promptly return to the other any and all personal property of the other held by such party, provided, that Accesso shall not be required to return property of Customer held by Accesso, if any fees required to be paid by Customer to Accesso are outstanding, and Accesso shall have a lien on such property, to the extent of the amounts unpaid by Customer. Upon the termination of this Agreement or any applicable Sales Order, all Licenses granted to Customer for any applicable Software shall immediately terminate.

14 WARRANTIES:

14.1 Accesso warrants that the Services provided under this Agreement shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing services of the same or substantially similar

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nature. The exclusive remedy for any breach of the foregoing warranty shall be that Accesso, at its own expense, and in response to written notice of a warranty claim by Customer within ninety (90) days after performance of the Services at issue, shall, at its own option, either (i) re-perform the Services to conform to this standard, or (ii) refund to Customer amounts paid for non-conforming Services. Customer's rights with respect to the foregoing warranty apply only if; (a) Customer timely notifies Accesso of any warranty claim in writing, and (b) no act or cause beyond the reasonable control of Accesso has occurred that was a substantial factor in causing the failure of the Services to meet the warranty terms herein.

14.2 ACCESSO HAS NO CONTROL OVER THE CONDITIONS UNDER WHICH CUSTOMER USES THE SOFTWARE. THEREFORE, ACCESSO DOES NOT AND CANNOT WARRANT THE RESULTS THAT MAY BE OBTAINED BY ITS USE. Accesso does, however, provide the following warranties in connection with the applicable Software provided under this Agreement and/or any applicable Sales Order:

14.2.1 Accesso represents and warrants that the media on which the applicable Software is recorded and delivered to Customer, if any, is free from software viruses and defects in materials and workmanship under normal use. Accesso represents and warrants that the applicable Software will perform in accordance with the Warranty Standards. Accesso represents and warrants that (i) as of the Effective Date, the applicable Software provided pursuant to the applicable Sales Order is at its current release level, and (ii) future releases of such Software will not degrade processing performance of such Software or cause such Software to fail to comply with the Warranty Standards.

14.2.2 Accesso will, at Accesso's sole election, either replace or repair any of the applicable Software that does not perform in accordance with the Warranty Standards.

14.2.3 Accesso represents and warrants to Customer that Accesso owns (and/or has appropriate licenses for) the applicable Software and Documentation and has full power and authority to enter into this Agreement and any applicable Sales Order.

14.2.4 The above warranties allocate the risks between Customer and Accesso arising out of or related to failure of the products and services provided to Customer by Accesso under this Agreement and any applicable Sales Order (including without limitation, all Software, Services, Enhancements, Updates, Deliverables, and Documentation). Accesso's Software and Documentation pricing reflects this allocation of risk and the limitations of liability contained in this Agreement. The warranties set forth above are in lieu of all other express warranties, whether oral or written.

14.3 Accesso does not warrant that the operation of the applicable Software will be uninterrupted or error free. The warranty does not cover any media or Documentation which has been subjected to damage or abuse by Customer. The warranty with respect to the applicable Software does not cover Software which has been altered or changed in any way by anyone other than Accesso or as authorized by Accesso. Accesso is not responsible for any problems caused by a change in the operating characteristics of the computer hardware or operating system that is made after the Acceptance Date. Accesso is not responsible for any problems that occur as a result of the use of the applicable Software in conjunction with non-Accesso software, other than software specified in the applicable Sales Order pursuant to which such Software is licensed to Customer.

14.4 ACCESSO SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, OR WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE. ACCESSO FURTHER DISCLAIMS ALL EXPRESS, STATUTORY AND IMPLIED WARRANTIES APPLICABLE TO PRODUCTS OR SOFTWARE WHICH ARE OBTAINED BY CUSTOMER AND NOT MANUFACTURED OR DEVELOPED BY ACCESSO. THE ONLY WARRANTIES APPLICABLE TO PRODUCTS OR SOFTWARE NOT MANUFACTURED OR DEVELOPED BY ACCESSO SHALL BE THE WARRANTIES, IF ANY, OF THE MANUFACTURER OR DEVELOPER OF THOSE ITEMS, AND UNDER NO CIRCUMSTANCES SHALL ACCESSO HAVE ANY LIABILITY FOR ANY LOSS, OR DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF OR IN CONNECTION WITH THE USE OF PRODUCTS OR SOFTWARE NOT MANUFACTURED OR DEVELOPED BY ACCESSO.

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14.5 Customer represents and warrants to Accesso that (i) Customer has the right to use, disclose and disseminate to Accesso the intellectual property, (including without limitation, Preexisting Intellectual Property), Customer Data, Information, specifications and data that it has provided or will provide to Accesso, including but not limited to, all Product Information, in order for Accesso to perform the Services and to create the Deliverables, if any, identified in each Sales Order, (ii) Customer has a duly executed and enforceable license for Customer's and Accesso's possession and use of all intellectual property belonging to a third party and provided to or made available to Accesso by Customer or by any third party on behalf of or for the benefit of Customer in connection with this Agreement and/or any applicable Sales Order, and (iii) Accesso's possession and use of the intellectual property (including without limitation Customer's Preexisting Intellectual Property), Customer Data, information, specifications and data provided to or made available to Accesso by Customer or by any third party on behalf of or for the benefit of Customer in connection with this Agreement and/or any applicable Sales Order will not constitute an infringement upon any copyright, trademark, trade secret, or other intellectual property right of any third party.

15 LIMITATION OF LIABILITY:

15.1 EachParties' total liability to each other for all liabilities, claims or damages arising out of or relating to this Agreement, regardless of cause or the legal theory asserted, including breach of contract or warranty, tort, negligence, strict liability, statutory liability or otherwise, shall not, in the aggregate, exceed the amount actually paid to Accesso under the subject Sales Order for the twelve (12) month period immediately preceding such liability, claim, or damage. Any claim by the Parties against each other relating to this Agreement, other than in warranty, must be made in writing and presented to Accesso within one (1) year after the earlier of: (i) the date on which the Customer accepts the Deliverable(s) at issue; or (ii) the date on which Accesso completes performance of the Services at issue.

15.2 UNLESS EXPRESSLY SET FORTH HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOSS OF USE OR EQUIPMENT DOWN TIME, AND LOSS OF OR CORRUPTION TO DATA) OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS.

16 INDEMNITY:

16.1 Accesso will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that the applicable Software infringes a United States patent or United States copyright (each a "Claim Against Customer"), and will indemnify Customer from any damages, attorneys' fees, and costs finally awarded against Customer as a result of, or for amounts paid by Customer, under a settlement approved by Accesso in writing, of a Claim Against Customer, provided Customer (i) promptly gives Accesso written notice of the Claim Against Customer, (ii) gives Accesso sole control of the defense and settlement of the Claim Against Customer (except that Accesso may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (iii) gives Accesso full information, and assistance in settling and/or defending the Claim Against Customer. The foregoing obligations shall not apply to the extent a Claim Against Customer arises as a result of (a) modifications to the applicable Software made by any party other than Accesso, Accesso's Affiliate or Accesso's authorized representatives, or (b) Customer's breach of this Agreement, any applicable Sales Order, and/or any Documentation. Customer shall not settle or compromise any such claim or suit, except with prior written consent of Accesso. Accesso shall not be liable for any costs or expenses incurred by Customer without Accesso's prior written authorization or for any claim based on the use or combination of the applicable Software with any other software not provided by or through Accesso.

16.2 In the event any such Claim Against Customer is brought or threatened, without limiting the foregoing, Accesso may, at its sole option and expense (i) procure for Customer the right to continue use of the applicable Software, or infringing part thereof, on commercially reasonable terms, (ii) modify or amend the applicable Software, or infringing part thereof, or replace the applicable Software, or infringing part thereof, with other software having substantially the same or better capabilities, or (iii) if Accesso reasonably determines that neither of the foregoing is commercially practicable, Accesso may,

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upon written notice to Customer, terminate this Agreement and/or the applicable Statement(s) of Work at issue (including any License granted thereunder), in which event each party will be released from any further obligation to the other under the terminated Agreement and/or Statement(s) of Work, except for the obligations that survive termination, so long as Accesso refunds to Customer any prepaid Support Services Fees covering the remainder of the term of any Support Services so terminated. THE FOREGOING STATES THE ENTIRE LIABILITY OF ACCESSO, AND THE SOLE REMEDY OF CUSTOMER WITH RESPECT TO INFRINGEMENT.

17 NON-WAIVER OF RIGHTS; EXPANSION OF RIGHTS: The failure of either party to insist upon performance of any provision of this Agreement, or to exercise any right, remedy or option provided herein, shall neither be construed as a waiver of the right to assert any of the same or to rely on any such terms or provisions at any time thereafter, nor in any way affect the validity of this Agreement, however, Accesso may, in its sole discretion, increase Customer's rights under this Agreement or any Sales Order from time to time. Customer understands, acknowledges, and agrees that any such increase in rights shall not modify the terms and provisions of this Agreement or any Sales Order, nor establish a course of conduct that affects the enforceability of the written agreement between the parties contained in this Agreement and/or any Sales Order.

18 SEVERABILITY: If any covenant, condition, term, or provision contained in this Agreement is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such covenant, condition, term, or provision shall be severed from this Agreement, and the remaining covenants, conditions, terms and provisions contained herein shall continue in force and effect, and shall in no way be affected, prejudiced or disturbed thereby.

19 INTERPRETATION; CONFLICTING PROVISIONS: The headings used in this Agreement are solely for the convenience of the parties, and the text of this Agreement shall govern in the event of any conflict or ambiguity. Each party has contributed to the drafting of this Agreement and the language used in this Agreement has been chosen by the parties hereto to express their mutual intent. Consequently, no term or condition contained in this Agreement shall be construed against any party hereto on the ground that such party drafted the term or condition or caused the term or condition to be drafted. This Agreement and all Sales Orders and Statements of Work are intended to be read and construed in harmony with each other, but in the event of a conflict between any provision in this Agreement, or any Sales Order or Statement of Work, the order of precedence shall be as follows: the terms, provisions, and conditions of the Agreement, followed by the terms, provisions, and conditions of the applicable Sales Order, followed by the terms, provisions, and conditions of the applicable Statement of Work.

20 ASSIGNMENT: Neither party may sell, assign, transfer, or otherwise convey any of its rights or delegate any of its duties under this Agreement or any Sales Orders issued hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld.

21 APPLICABLE LAW: This Agreement shall be governed by and construed under the laws of the State of New Hampshire, without regard to its laws relating to conflict or choice of laws. The exclusive jurisdiction and venue for any action to enforce or interpret the provisions of this Agreement or any Sales Order shall be brought in New Hampshire Supreme Court. Accesso agrees that it will not assert in any such action, suit, or proceeding that it is not personally subject to the jurisdiction of such court, that the action, suit, or proceeding is brought in an inconvenient forum, and/or that the venue of the action, suit, or proceeding is improper. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of Customer, which immunity is hereby reserved to the State.

22 DISPUTES: In the event of any dispute, controversy or claim arising under or in connection with this Agreement (the "Dispute"), then upon the written request of either party, each of the parties will appoint a designated senior business executive to work together for the purpose of endeavoring to resolve the Dispute. The designated executives will confer as often as the parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue which the parties reasonably believe to be appropriate in connection with its resolution. Such executives will discuss the Dispute and negotiate in good faith in an effort to resolve the Dispute without resorting to formal proceedings. The specific format for such discussions will be left to the discretion of the parties. No formal proceedings for the resolution of the Dispute under this Section 22 may be commenced until the earlier to occur of (i) a good faith mutual conclusion by the designated executives that an amicable

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resolution through continued negotiation of the matter in issue does not appear likely, or (ii) the thirtieth (30th) day after the initial request to negotiate the Dispute. Nothing in this Section 22 prevents the parties from exercising their rights to terminate this Agreement in accordance with the provisions contained herein.

23 **FORCE MAJEURE:** Neither party shall be liable for any failure or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, fires, floods, terrorism, wars, civil disturbances, sabotage, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and within the party's power to satisfy), acts of any governmental body, failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, or inability to obtain labor, materials, equipment, or transportation (collectively, a "Force Majeure Event"). Notwithstanding anything in this Agreement to the contrary, this clause 23 shall not serve to delay either party's performance of any monetary obligation hereunder. Each party shall use its reasonable efforts to minimize the duration and consequences of any failure of or delay in performance resulting from a Force Majeure Event.

24 **PAYMENT CARD COMPLIANCE:** Accesso agrees that during the Term it will remain compliant with Payment Card Industry Security Standards (PCI DSS) and Payment Application Data Security Standards (PA-DSS), as applicable, for the provision of Software hereunder. Accesso shall undertake annual PCI-DSS reassessments applicable to their Merchant Level Status (i) if a Level 1 Merchant, an annual Report on Compliance (ROC) must be completed by a Qualified Security Assessor (QSA) or Internal Security Assessor (ISA) and Accesso shall provide their Attestation of Compliance (AOC) annually to Customer; (ii) if a Level 2 or Level 3 Merchant, Accesso shall complete an annual Self-Assessment Questionnaire (SAQ) and shall provide to their AOC annually to Customer; or (iii) if a Level 4 Merchant, the Contractor shall complete an annual SAQ and submit annually to Customer. In the event that Accesso learns it is no longer PCI DSS compliant, it shall notify Customer within one (1) business day of becoming aware of such change in compliance and such notice will also include the steps Accesso is taking to remediate its non-compliance status.

25 **COUNTERPARTS; FACSIMILE SIGNATURES:** This Agreement may be executed in multiple counterparts but such multiple counterparts shall constitute a single agreement. Facsimile signatures shall be binding upon the parties.

26 **NOTICES:** All notices required or permitted under this Agreement shall be in writing and shall be given by personal service, or by U.S. Certified Mail, postage prepaid, return receipt requested, or by nationally recognized overnight mail service/courier with delivery confirmation, to the other party at its respective address set forth in the preamble hereof. Notices shall be deemed to be given upon actual receipt or refusal by the party to be notified. A party may change its address or addresses for notice by giving the other party notice of the change in accordance with the provisions of this Section 26.

27 **RELATIONSHIP OF PARTIES; PERFORMANCE OF OBLIGATIONS:** Accesso is an independent contractor in all respects with regard to this Agreement. Nothing contained in this Agreement shall: (i) authorize or empower either party to act as partner or agent of the other party in any manner; (ii) authorize, or empower or deem one party to assume or create any obligation or responsibility whatsoever, express or implied, on behalf of or in the name of any other party; or (iii) authorize, empower or deem a party to bind any other party in any manner or make any representation, warranty, covenant, agreement, or commitment on behalf of any other party. Customer understands, acknowledges and agrees that Accesso may discharge all and any of its duties and/or obligations under this Agreement, any Sales Order and/or any Statement of Work through one (1) or more Affiliates of Accesso.

28 **ENTIRE AGREEMENT:** This Agreement, including State Contract Form Number P-37, any Sales Orders, Statements of Work, and other ancillary documents issued hereunder and incorporated by reference, constitutes the entire agreement and understanding between the parties and supersedes and replaces any and all prior or contemporaneous proposals, agreements, understandings, commitments or representations of any kind, whether written or oral, relating to the subject matter contained in this Agreement. In the event of any conflict between the terms of the P-37 form (as modified by EXHIBT A thereto) and this Agreement, any Sales Order, or any Statement of Work, the terms of the P-37 (as modified by EXHIBT A thereto) shall control.

29 **SURVIVAL:** Sections 2, 5, 7, 9, 11, 12, 13, 14.4, 15, 16, 17, 21, 22, 23, 24, 25, 26, 27, this Section 28 and Section 31 hereof shall survive the termination of this Agreement and continue in effect, unless a specific term of survival is listed in a separate Sales Order. This Section 29 shall inure to the benefit of and be binding upon the parties, their successors, and permitted assigns.

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30 **ADMINISTRATION:** Documents generated under this Agreement by either party shall be written in the English language. Any dispute which should arise between the parties in relation to this Agreement including concerning its validity, effectiveness, execution, interpretation and termination shall be referred for resolution in the English language.

31 **MISCELLANEOUS:** Time is of the essence in the performance of this Agreement and any Sales Order and/or Statement of Work. This Agreement is entered into solely for the benefit of Accesso and Customer and does not create, and shall not be construed as creating, any rights or interests enforceable by any person not a party to this Agreement. This Agreement may be modified, or part or parts hereof waived, only by an instrument in writing specifically referencing this Agreement and signed by an authorized representative of both parties.
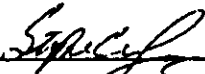

IN WITNESS WHEREOF, Accesso and Customer have executed this Agreement by their duly authorized representatives to be effective as of the Effective Date set forth in the preamble hereof.

ACCESSO, LLC		STATE OF NEW HAMPSHIRE
		DEPT. OF NATURAL AND CULTURAL RESOURCES
By:		By: _Sarah Stewart_
Name:	Steve Young	Name: Sarah L. Stewart
Title:	VP - Commercial Contracts	Title: Commissioner

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Date 12-11-2020

EXHIBIT A

TRAVEL AND LIVING REIMBURSEMENT POLICY

In an effort to control costs incurred by Customer through Accesso's travel related expenses, Accesso has established limitations, for reimbursement by Customer of Accesso's travel related expenses as follows:

Expense	Reimbursable Amount
Airfare	
Coach class	Actual/reasonable cost (receipt required)
Lodging	Actual/reasonable cost for the destination city and shall be no greater than a three-star-hotel
Parking Fees	Actual/reasonable cost (receipt required)
Meals and Incidental	$75.00 USD/day (meals, tips, etc.) (receipt required)
Mileage	
Personal Auto Mileage	Established IRS rate
Transportation	
Taxi, Bus, Train, etc.	Actual/reasonable cost (receipt required)
Rental Car	Actual/reasonable cost (receipt required)
Refueling	Actual/reasonable cost (receipt required)
Labor Rates	Hourly Rate established in any Sales Order
Travel Time	50% of the Labor Rate established in any Sales Order (for each hour of transit time)
Client Cancellation of Scheduled Trip	
Airfare (Refundable)	Actual/reasonable cost (receipt required)
Non-refundable airfare	Actual/reasonable cost (receipt required)
Other Prepaid Travel Costs	Actual/reasonable cost (receipt required)
Labor (Less than 7 days' notice)	Daily Rate of onsite resource

In accordance with the table above, Accesso shall provide an invoice to Customer, and Customer shall reimburse Accesso for all travel related expenses incurred by Accesso. Customer shall make such reimbursement to Accesso in accordance with the terms set forth in Section 5 of the Agreement.

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ACCESSO LLC
Passport Sales Order

Master Agreement No:	CANNON MOUNTAIN -2020	Dated:	December 1, 2020
Customer:	State of New Hampshire, Dept. of Natural and Cultural Resources 172 Pembroke Road Concord, NH 03301	Accesso:	Accesso, LLC 1025 Greenwood Blvd #500, Lake Mary, FL 32746
Customer Representative:	Nicole Natti, Program Specialist I 260 Tramway Drive Franconia, NH 03580 nicole.natti@dncr.nh.gov (603) 823-7722 x721	Accesso Representative:	Bruno Boehi, President of Operations 5260 N Palm Ave, Suite 229 Fresno, CA 93704 bruno.boehi@accesso.com (559) 447-2512
Effective Date:	December 1, 2020		
Product:	*accesso Passport*		
Targeted Delivery Date:	December 11, 2020		

By signing below, Customer (as identified above) accepts the terms and provisions of the Agreement (as hereinafter defined), and this Sales Order together with any attachments hereto (including but not limited to the Standard Terms and Conditions) (this "Sales Order") and Accesso (as identified above) regarding the subject matter hereof. All capitalized terms not defined herein shall have the meanings ascribed to such terms in the Agreement. To the extent any term or provision herein conflicts with any term or provision in the Agreement, the term or provision in the Agreement shall supersede and prevail. The parties acknowledge and agree that the terms and provisions of the Agreement shall govern this Sales Order and are incorporated herein by reference.

I. HARDWARE:

In connection with the provision of the Services and Software hereunder, Accesso shall facilitate the purchase and delivery of hardware to include the following (collectively, the "Hardware"):

Hardware	Quantity
N/A	N/A

II. FEES:

In connection with the provision of the Services and Software hereunder, Customer will pay to Accesso the following fees*:

One-Time Fees	Rate
Customer Setup Fee	$45,000.00

eCommerce Fees	Rate	
Per Product Fees**	Annual Revenue Through eCommerce	Three Percent (3%) of revenue, per product
Zero Dollar Items and Redemptions	1+	$.65

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Professional Service Fees	Rate
Account Management Fee***	$100.00 Per hour
Development Fee	$200.00 Per hour
Call Center Training Fee	$100.00 Per hour

*Customer understands, acknowledges and agrees that all and any fees due pursuant to this Sales Order shall be payable by Customer in the following currency: USD.

**The Per Product Fees are subject to an aggregate calendar year "Per Product Fee Threshold" equal to $50,000.00, as further described in the Standard Terms and Conditions.

***As part of the Services, Accesso shall provide Customer up to 8 hours of Account Management Services (as hereinafter defined) at no charge per Operational Cycle.

III. IMPLEMENTATION SERVICES:

In connection with the provision of the Services and Software hereunder, and as part of the Customer Setup Fee set forth above, Accesso shall provide Customer remote and/or on-site implementation services (collectively, the "Implementation Services"). The necessity of on-site Implementation Services will be determined at the discretion of Accesso.

IV. CUSTOMER VENUES:

The Software made available by Accesso to Customer pursuant to this Sales Order shall create a platform to allow Customer to sell its Products for only the following Customer Venues:

Cannon Mountain and Franconia Notch State Park
260 Tramway Drive
Franconia, NH 03580

V. ACCEPTANCE PERIOD

This Sales Order is valid for 90-days. If Accesso does not receive this Sales Order, duly executed by Customer by 5:00 p.m. prevailing Eastern Time, on December 29, 2020, then (i) this Sales Order shall expire, and (i) Accesso shall not be liable for adherence to the terms set forth herein.

ACCESSO, LLC:

By: _____

Name: Steve Young

Title: VP - Commercial Contracts

STATE OF NEW HAMPSHIRE
DEPT. OF NATURAL AND CULTURAL
RESOURCES: By: _Sarah Stewart_

Name: Sarah L. Stewart

Title: Commissioner

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Date _12-11-2020_

ACCESSO LLC
Passport Standard Terms and Conditions

In consideration of the mutual covenants and agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Accesso and Customer agree as follows:

1.   **Definitions:** As used in this Sales Order and other ancillary documents attached hereto, the following terms shall have the meanings set forth below:

   1.1   **Account Management Fee** – shall mean the hourly rate invoiced by Accesso for all Account Management Services.

   1.2   **Account Management Services** – shall mean the services provided by Accesso in connection with this Sales Order related to (i) the modification of Product information, including but not limited to, prices or descriptions, and (ii) all other general administration to facilitate the operation of the Software, provided, however, Customer agrees that the foregoing services shall not require Accesso to make alterations, modifications or enhancements to the Software, network configuration or any other system infrastructure.

   1.3   **Agreement** – shall mean that certain Master Agreement between Accesso and Customer identified on the first page of this Sales Order.

   1.4   **Average Monthly Fee Amount** – shall equal the sum of the average amount of (i) Subscription Fees paid by Customer, and (ii) Per Product Fees invoiced by Accesso, pursuant to the Agreement and this Sales Order, with respect to both items (i) and (ii) attributable to the immediately preceding twelve (12) Operational Cycles, or the number of Operational Cycles which elapsed since the Effective Date if less than twelve (12). Customer understands, acknowledges, and agrees that the Average Monthly Fee Amount shall exclude all other amounts invoiced by Accesso, including, but not limited to, Account Management Fees, Development Fees, Costs, ODCs and applicable taxes.

   1.5   **In Park Services Product** – shall mean any entitlement valid for food, merchandise, parking, general cabana, or other ancillary items available for use and/or consumption by consumers at Customer Venues.

   1.6   **Operational Cycle** – shall mean each monthly period during the Term (with the first Operational Cycle commencing upon the Effective Date of this Sales Order) in which Accesso provides Services or develops Software for Customer.

   1.7   **Per Product Fee** – shall mean the fee Customer pays to Accesso for each Product sold through the Software as described in more detail in this Sales Order.

   1.8   **Product** – shall mean any tickets, vouchers, season passes, season tickets, merchandise, admission to events, privileges, entitlements or other items that are sold for Customer using the Software.

   1.9   **Subscription Fee** – shall mean the subscription fee(s) invoiced by Accesso and described in more detail in Section I. of this Sales Order for any Software subscription granted to Customer.

   1.10   **Resource Managed Booking Fee** – shall mean the booking of any date and/or time Product by Accesso with associated capacity controls that requires the system to select a specific instance of that Product or event based on customer inputs and the management of specific individual asset inventory (e.g., cabana #2, birthday party room #4, locker #72, etc.), excluding concert tickets with assigned seating.

   1.11   **Scheduled Maintenance Times** – shall mean periods of designated maintenance time for the maintenance of components of the Accesso network, which periods shall be no more than five (5) hours per month in the aggregate. Except in the event of an emergency, Scheduled Maintenance Times shall occur between 2 a.m. and 7 a.m. prevailing Eastern Time.

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1.12   **Standard Admission Ticket** – shall mean an entitlement valid solely for general admission of an individual or group of individuals through the entrance gate or turnstiles of an amusement or theme park, water park, family entertainment center, zoo, aquarium, special event or other entertainment venue, excluding concert tickets with assigned seating or other tickets which require management of specific asset inventory (e.g., Seat 45E, Cabana No. 7, Birthday Party Room 4).

1.13   **Uptime** – shall mean all times, 24 hours a day, 7 days a week, 52 weeks a year, excluding all Scheduled Maintenance Times and Force Majeure Events.

2.   **Fees:** Customer agrees to pay to Accesso, the following fees:

a.   **Software and Services** - Accesso shall provide to Customer an annual subscription for the Software set forth on Exhibit A. The Software shall function in accordance with the Specifications. The targeted delivery date and/or period for the Software as specified in Exhibit A shall be as set forth on the introductory information section of this Sales Order. Such delivery period may only be extended (i) upon the mutual written agreement of the parties or (ii) for accesso Passport Hardware to be provided to Customer by Accesso pursuant to a separate Sales Order is delayed for its scheduled delivery. Customer shall pay the Subscription Fees for the Software subscription granted herein and all of the Services performed prior to acceptance of the Software in accordance with the User Acceptance Testing provision of the Agreement and required in order to host the Software. Customer shall deliver to Accesso fifty percent (50%) of the Year 1 Subscription Fee within ten (10) days after the Effective Date. Customer shall deliver the remainder of the Year 1 Subscription Fee upon Customer's acceptance of the Software in accordance with the User Acceptance Testing provision of the Agreement. Accesso shall invoice Customer for the Year 2 and Year 3 Subscription Fees in the first Operational Cycle of Year 2 and Year 3, respectively, and Customer shall remit payment for the same in accordance with the terms and provisions of the Fees and Payment Terms provision of the Agreement.

NOTE: Customer shall be responsible for (a) providing acceptable equipment to deliver reliable internet connectivity with a minimum bandwidth of 4MBS up/down on a segmented network exclusive for the Software, and (b) provide and ensure that Customer's website is encrypted with HTTPS for eCommerce transactions.

b.   **Software Configuration, Installation and Training:** As consideration for the Customer Setup Fee, Accesso shall provide the following resources to Customer:

Software Configuration
i.   Design of custom skin for Customer's online storefront
ii.   Design of custom third party online ticket sales website
iii.   Design of custom print formats for tickets
iv.   Load and configure product for sale through Software
v.   Configure, test, and validate Customer merchant account
vi.   Ten (10) hours of custom report development

Customer shall deliver to Accesso fifty percent (50%) of the Customer Setup Fee within ten (10) days of the Effective Date. Customer shall deliver the remainder of the Customer Setup Fee within ten (10) days of completion of Software installation and training.

If applicable, Accesso shall provide extended Implementation Services in accordance with the terms and provisions of the Fees section of the Agreement.

c.   **Account Management:** Upon acceptance of the Software in accordance with the User Acceptance Testing provision of the Agreement, Accesso shall provide Customer with up to the number of hours of account management services identified in Section I. of this Sales Order at no charge for Customer requested amendments to Products offered for sale through the Software (the "Account Management Services"). For the remainder of the Term, Accesso shall charge the Account Management Fee for the provision of all and any Account Management Services. Customer shall

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deliver all Product information amendments to Accesso at least fourteen (14) days prior its obligation to enter such information into the Software thereby making it available on Customer's website. Additional Services requested by Customer outside of the scope of Account Management Services shall be considered Consulting Services and billed in accordance with Section 2.g. below.

d. Per Product Fees - For each Product purchased from the Customer's online storefront through the Accesso Shopland V5.0 portion of the Software, Customer shall pay to Accesso a Per Product Fee as listed in Section I. of this Sales Order. Customer acknowledges and agrees that the Per Product Fee applies to each bar code, ticket or other entitlement.

1. Standard Admission Ticket - The Per Product Fee for the Standard Admission Ticket (as hereinafter defined) shall apply to each entitlement valid solely for general admission of an individual or group of individuals through the entrance gate or turnstiles of an amusement or theme park, water park, family entertainment center, zoo, aquarium, special event or other entertainment venue, excluding products that require assigned seating or other tickets which require management of specific asset inventory (the "Standard Admission Ticket").

2. In Park Services Product - The Per Product Fee for the In Park Services Product (as hereinafter defined) shall apply to each entitlement valid for food, merchandise, parking, general cabana, or other ancillary items available for use and/or consumption by consumers at Customer Venues (the "In Park Services Product").

3. Resource Managed Booking - The Per Product Fee for the Resource Managed Booking (as hereinafter defined) shall apply to any date and/or time specific product or event with associated capacity controls that requires the system to select a specific instance of that product or event based on customer inputs (the "Resource Managed Booking"). Note: The Per Product Fee for Standard Admission Tickets also applies if tickets are sold in conjunction with a Resource Management Booking (e.g., Reservation of Cabana location #7 with ten (10) Standard Admission Tickets would result in an aggregate Per Product Fee equal to the applicable Per Product Fee for Resource Managed Booking plus ten times the Per Product Fee for a Standard Admission Ticket).

Customer shall pay to Accesso a minimum amount in Per Product Fees equal to the Per Product Fee Threshold, in the aggregate, for each calendar year during the Term. The Per Product Fee Threshold shall be pro-rated for partial calendar years based upon the commencement of the expiration of the Acceptance Period. Accesso shall invoice Customer in accordance with the Agreement for the deficit in the event the actual Per Product Fees paid to Accesso during any calendar year do not equal or exceed the Per Product Fee Threshold (or, for partial calendar years, the applicable pro-rated Per Product Fee Threshold). For example, if the Per Product Fee Threshold amount were equal to $50,000.00, and in the event Customer paid $40,000.00 in Per Product Fees to Accesso during a calendar year, Accesso will invoice Customer for $10,000.00. Monetary donations collected by Accesso on behalf of Customer shall not be subject to a Per Product Fee provided such donations do not require an associated barcode or delivery of an associated Product through the Software. Customer agrees that Products which require printing, compiling and mailing will be subject to additional fees as mutually agreed upon by Accesso and Customer. Customer may elect to collect an additional per-order fee, convenience charge, or pass on all or a portion of the Per Product Fees charged to its consumers. Accesso shall facilitate the collection of such fees at no additional charge to Customer, provided, however, Customer acknowledges and agrees that Accesso expresses no opinion on whether the imposition of such fees are permissible by applicable local, state or federal laws.

e. Call Center Guest Technical Support Services – Accesso shall provide Call Center Customer Support via live, English speaking operators during the hours that represent no less than 95% of the time in which transactions are processed during each Operational Period (Call Center Service Level Standard). Accesso shall provide a standard (not toll free) telephone number to be communicated in Accesso's online FAQs, Customer receipts or other relevant materials.

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Accesso shall make a good faith effort to ensure Call Center Guest Technical Support Services are scheduled to operate and meet the Call Center Service Level Standard based upon historical data, recent business trends or expected changes in demand. Customer shall make good faith efforts to clearly communicate that the provided Guest Technical Support Services line is for ecommerce related technical support only. In the event Customer fails to distinguish the purpose of this telephone support in any communication to the public, Accesso shall, at its sole discretion, reserve the right to discontinue Call Center Guest Technical Support Services.

Call Center agent training, when required, shall be billed at the rate of Call Center Training Fee identified in Section I. of this Sales Order.

f. Development Fee – After acceptance of the Software or any Enhancements in accordance with the User Acceptance Testing provision of the Agreement, Accesso shall provide Development Services at the Development Fee rate identified in Section I. of this Sales Order upon Customer's request of such services.

g. Consulting Fee - To the extent that Customer desires any consulting services in conjunction with this Sales Order ("Consulting Services"), then Accesso may make such Consulting Services available to Customer at rates mutually agreed upon by both parties.

h. Customer's Fees - Customer may elect to collect an additional per-order fee, convenience charge, shipping fees or pass on all or a portion of the Per Product Fees charged to its consumers. Accesso shall facilitate the collection of such fees at no additional charge to Customer, provided, however, Customer acknowledges and agrees that Accesso expresses no opinion on whether the imposition of such fees are permissible by applicable local, state or federal laws.

3. Services: Accesso shall provide Software and Services for Customer in accordance with the Specifications attached hereto as Exhibit A. Upon acceptance of the Software in accordance with the User Acceptance Testing provision of the Agreement, Accesso shall provide hosting for operation of the Software by Customer. In addition to the Software and Services outlined on Exhibit A, Accesso shall deliver to Customer additional Enhancements and Services as mutually agreed upon by the parties and expressly described herein. Except as otherwise specified in the Agreement, Accesso must obtain prior written approval for OOC's.

4. System Capacity: The Software shall have sufficient capacity to accommodate a maximum of fifty (50) peak transactions per minute (the "PTPM"). In the event that Customer requires Software with capacity to accommodate additional PTPM, then Customer and Accesso shall execute a new Sales Order under which Customer may be required to pay to Accesso additional fees in an amount to be mutually agreed upon by Accesso and Customer based upon the additional number of required PTPM, and other relevant factors. In the event that Customer's required number of PTPM ever decreases, Customer shall receive no refund of any portion of any Development Fee.

5. Grant of Accesso Right: During the Term of this Sales Order, Accesso grants to Customer, and Customer accepts from Accesso, subject to the terms and provisions of the Agreement and this Sales Order, a nonexclusive, nontransferable right to access and use the Software only (i) in object code format, and (ii) in conjunction with Customer's normal operations. Customer shall have no rights whatsoever in any source code version of the Software, or the models, algorithms, formulas, or methods employed by the Software to operate the Customer's storefront. Customer shall have the right to use the Software only as specifically provided in the Agreement and this Sales Order. Accesso shall retain all right, title and interest in the Software, related Documentation, and any modification, Enhancement, or Derivative Work related to the Software. Accesso shall retain all rights to patents, copyrights, trademarks and trade secrets in or relating to the Software and related Documentation. Customer acknowledges and agrees that the Software is and shall remain Confidential Information of Accesso. Furthermore, Customer acknowledges and agrees that the right granted herein for the Software in object code format shall immediately terminate upon the earlier of either (a) the termination of the Agreement, or (b) the termination of this Sales Order. During the Term of this Sales Order, Customer grants to Accesso, and Accesso accepts from Customer, a nonexclusive, right and license to use the intellectual property (including without limitation Preexisting Intellectual Property) provided to or made available to Accesso by Customer or by any third party on behalf of or for the benefit of Customer in connection with this Sales Order in conjunction with Accesso's provision of Services. Accesso acknowledges and agrees that the right granted herein for the intellectual property

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(including without limitation Preexisting Intellectual Property) provided to or made available to Accesso by Customer or by any third party on behalf of or for the benefit of Customer in connection with this Sales Order in conjunction with Accesso's provision of Services shall immediately terminate upon the earlier of either (i) the termination of the Agreement, or (ii) the termination of this Sales Order, provided, however, that such right shall continue as long as necessary (up to a maximum of thirty (30) days after such termination) for Accesso to fulfill its obligations with respect to Customer Data pursuant to the Customer Data provision of the Agreement.

6.   **Service Level Agreement**: Accesso shall provide, to Customer, Maintenance Services as mutually agreed upon by Accesso and Customer. In the event Accesso fails to maintain Software Uptime at over ninety-eight percent (98%) for Customer during any Operational Cycle (unless due to a Force Majeure Event), Accesso shall apply a credit to Customer's next invoice in the amount provided in the table below:

Uptime	Credit
From 98% to 95%	10% of the Average Monthly Fee Amount
Less than 95% but greater than 90%	20% of the Average Monthly Fee Amount
From 90% to 85%	50% of the Average Monthly Fee Amount
Less than 85%	100% of the Average Monthly Fee Amount

7.   **Payment Processing Services**: To the extent Customer utilizes Accesso technology to facilitate check, credit card or other electronic payment processes either as a standalone service or in conjunction with other Accesso Software and Services, Customer shall execute separate Sales Orders. Customer shall be solely responsible for the relationship with the merchant bank that ultimately processes the financial transaction for the Product purchases. Furthermore, Customer shall be solely responsible for satisfying all fees, costs, charge backs and expenses charged by the merchant bank for the Product purchases. Accesso is certified to process MasterCard, Visa and American Express card transactions utilizing CyberSource, supporting a wide range of payment processors including Global Payments and World Pay. Certification and use of other payment services is solely at the discretion of Accesso. In the event Customer desires to process through an alternative payment service and Accesso agrees to provide access to such service, Customer understands it may incur Development Fees, Service Fees or other expenses. Accesso shall remain Level I Payment Card Industry Compliant (PCI) at all times during the Term of this Sales Order. Customer agrees to monitor and verify, on a daily basis, the settlement of funds to Customer's merchant account and immediately notify its assigned Accesso Representative via email, followed by written notice in accordance with the Notices provision of the Agreement, in the event of any improper settlement of funds to Customer's merchant account. Customer understands, acknowledges, and agrees, that notwithstanding anything contained in this Agreement and/or any Sales Order to the contrary, Accesso shall have no liability with respect to, or otherwise be responsible for, any improper settlement of funds to Customer's merchant account except to the extent that (i) such settlement error was caused directly by Accesso, and (ii) Accesso receives notice from Customer, in all instances, in the manner required above, within seven (7) days after the first occurrence of the settlement error at issue.

8.   **Term**: The initial term of this Sales Order shall be for a period of three (3) years commencing on the Effective Date (the "Initial Term"). Following the Initial Term, this Sales Order may be extended for successive one (1) year periods under the same terms and provisions (each, a "Renewal Term"). The Initial Term and all Renewal Terms shall be collectively referred to herein as the "Term".

9.   **Early Termination**: Either party may terminate this Sales Order without cause with one hundred eighty (180) days prior written notice to the other party. Early termination shall not excuse the Customer from any obligation to pay for services already rendered. In the event Customer utilizes a ticketing solution system of record ("TSSOR") other than accesso Passport and such TSSOR fails to provide the accesso Passport Software with all requisite data inputs, then Accesso shall not be in breach of the Agreement and/or this Sales Order.

10.   **Exclusivity**: During the Term of this Sales Order, Customer agrees that Accesso shall be the exclusive provider to Customer of the type of services provided hereunder. Customer acknowledges and agrees that Accesso shall be free to provide the type of services provided hereunder to its other clients.

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11.   <u>Customer Provided Intellectual Property</u>: Customer represents and warrants to Accesso that (i) Customer has a duly executed and enforceable license for Customer's and Accesso's use and possession of the intellectual property provided to Accesso to perform the Services hereunder (including any successor or replacement intellectual property provided to or made available to Accesso by Customer or by any third party on behalf of or for the benefit of Customer) in connection with this Sales Order, and (ii) Accesso's possession and use of the intellectual property will not infringe the intellectual property rights of any third party.

12.   <u>Customer Representative</u>: During the Term of this Sales Order, Customer shall provide, maintain and make available to Accesso, at Customer's expense and in a timely manner, the Customer Representative identified on the first page of this Sales Order, who will be designated by Customer to consult with Accesso on a regular basis and provide information necessary to perform the Services. Accesso shall assign to Customer an Accesso Representative who shall be responsible for communicating information about Accesso's Services and Software to Customer. The initial Accesso representative shall be as identified on the first page of this Sales Order. Customer and Accesso may change their respective representatives by providing the other party with the name and contact information of such replacement representative in accordance with the Notices provision of the Agreement.

13.   <u>Hosting</u>: Hosting is provided by Amazon Web Services, a cloud hosting provider that meets or exceeds the requirement of an ANSI/TIA-942 Tier 3 Data Center. A tier 3 data center requires 1) Multiple independent distribution paths serving the IT equipment, 2) All IT equipment must be dual-powered and fully compatible with the topology of a site's architecture and 3) Concurrently maintainable site infrastructure with expected availability of 99.982%. Any changes to a new hosting environment will comply with the same or better requirements.

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EXHIBIT A
TO
SALES ORDER

Specifications

Standard Software Specifications

1. Accesso Passport – Passport Control

REQ1.0.1. System must support the setup and configuration of general admission, time/date-specific, and capacity-limited offerings as well as season pass and renewal products for sale.

REQ1.0.2. System must support multiple venues, entry points, or ticket entitlements.

REQ1.0.3. System must propagate real time product and price changes across all sales channels and terminals from a central system.

REQ1.0.4. System must utilize keywords to create and manage categories allowing for easy navigation across all sales channels.

REQ1.0.5. System must filter products based on package name, promo code or tracking number.

REQ1.0.6. System must build ticket packages with multiple entitlements and venues.

REQ1.0.7. System must set up-sell, cross-sell, and quick-sell options for given ticket packages.

REQ1.0.8. System must assign custom images and descriptions for each specific ticket package.

REQ1.0.9. System must mark packages as active or inactive.

REQ1.0.10. System must manage shipping options.

REQ1.0.11. System must manage multiple promo codes.

REQ1.0.12. System must employ specific pricing rules to individual customers or categories.

REQ1.0.13. System must set specific date and time expiration for ticket products and time specific offers.

REQ1.0.14. System must set quantity limits on ticket product.

REQ1.0.15. System must ability to auto generate or load predetermined barcode inventories that will validate at access control points.

REQ1.0.16. System must create an unlimited number of capacity-managed products.

REQ1.0.17. System must edit current ticket product.

REQ1.0.18. System must customize product name and descriptions that will be displayed along with each product.

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REQ1.0.19. System must support and configure promotional offers for multiple products and sales channels.

REQ1.0.20. System must mark packages as a consignment product, so it will only be display for consignment accounts.

REQ1.0.21. System must mark packages as always visible, independent of other package configurations.

REQ1.0.22. System must define the rate type for each package.

REQ1.0.23. System must define "value" of package separate from base price.

REQ1.0.24. System must set quantity rules to allow for comps based on order size.

REQ1.0.25. System must maintain a centralized user database with password expiration and history controls.

REQ1.0.26. System must set and modify user profile, passwords and permissions.

REQ1.0.27. System must allow for sales of season passes the online store, and collect all appropriate membership information there. These modifiable fields include:
   a. First Name, Middle Initial, Last Name
   b. Address, City, State, ZIP
   c. Gender
   d. Date of Birth
   e. Primary/Alternate Phone Numbers
   f. Email Address
   g. (if appropriate) Secondary Passholder
   h. (if appropriate) Max Party Size
   i. (if appropriate) Up to 2 Auxiliary Passholders

REQ1.0.28. System must allow for sales of renewal season passes through the online store, based on customer entry of their current customer number.

REQ1.0.29. System must provide a means to handle flexible season pass expiration dates, in particular expirations on the final day of each month.

REQ1.0.30. System must support the ability to load bulk ticket orders for hard ticket consignment programs, where operators can scan the first and last barcode in a consecutive set of bar coded tickets and activate those tickets for sale.

2. Accesso Passport - Online Ticket Sales

REQ2.0.1. System must provide an online storefront that will be linked from Customer's website and appropriately match Customer's brand. Accesso will work to ensure that the site design will be approached as a partnership. Customer will be responsible for providing key assets such as graphics files, ticket details, customer support guidelines, etc. in order to enable the integration.

REQ2.0.2. System must support the sale of general admission, time/date-specific, and capacity-limited offerings as well as season pass and renewal products.

REQ2.0.3. System must support the sale of resource managed events such as; birthday parties, and cabana rentals.

REQ2.0.4. System must provide automated up-sell functionality, to promote the sales of a substitute ticket to the one selected (e.g. a season pass in place of a daily admission).

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REQ2.0.5. System must provide automated cross-sell functionality, to promote the sales of additional tickets to the one selected.

REQ2.0.6. System must support automated quick-sell functionality, to feature one additional item for sale on a product details screen. Quick-sell item must be a basic product that does not require additional input or information from consumer to add to cart (e.g. Good Any Day Parking).

REQ2.0.7. System must organize products by keyword within the online store.

REQ2.0.8. System must utilize online calendar to sell time/date specific products.

REQ2.0.9. System must be able to support web sales of in-park items such as stroller rentals, lockers and merchandise, etc.

REQ2.0.10. System must allow season passholders to renew online.

REQ2.0.11. System must generate Print@Home tickets branded for Venue, which customers can print and then scan directly at the front entrance.

REQ2.0.12. System must generate online receipts branded for Customer, detailing the items purchased and payment tendered.

REQ2.0.13. System must generate and send an email version of the online purchase receipts.

REQ2.0.14. System must accept discount (i.e., "promo") codes to provide customers access to discount packages.

REQ2.0.15. System must allow administrators to customize images and descriptions for each online product.

REQ2.0.16. System must send customized online receipts and e-mails to guests immediately after purchase.

REQ2.0.17. System must allow administrators to set and configure delivery methods.

REQ2.0.18. System must support the capture of customized guest demographic data.

REQ2.0.19. System must automatically add and remove products from online stores when marked active or inactive in central back of house management tool.

REQ2.0.20. System must be able to accept Visa, MasterCard, Discover, and American Express as credit card payment types.

REQ2.0.21. System must be able to restrict payment types and amounts.

REQ2.0.22. System must be able to report all payments types and amounts taken vs. tickets sold.

REQ2.0.23. System must be able to set tax by product.

REQ2.0.24. System must be able to process through accesso PCI Level 1 gateway.

3. Accesso Passport – AFFILIATE: Third Party Online Ticket Sales

REQ3.0.1. System must meet the requirements detailed for online sales with the addition of the additional requirements listed below.

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REQ3.0.2.   Third party online ticket sales solution must be fully integrated with overall ticketing system.

REQ3.0.3.   System must propagate product changes from a parent affiliate store out to child stores.

REQ3.0.4.   System must allow for administrators to change passwords and transfer accounts.

REQ3.0.5.   System must be able to fence products through username and password protected sites or referring URLs where appropriate.

REQ3.0.6.   System must automatically generate e-mail confirmations affiliate partners.

REQ3.0.7.   System must be allow administrators to view a list of current affiliates and their product details.

REQ3.0.8.   System must be able to set min/max for client ticket purchases.

REQ3.0.9.   System must be able to track affiliate sales performance

4.   Accesso Passport – Mobile Ticketing Services

REQ4.0.1.   System must provide sales interfaced optimized for use through mobile devices.

REQ4.0.2.   System must support the sale of general admission products.

REQ4.0.3.   System must generate barcodes on mobile devices for validation and redemption at Customer Venue.

REQ4.0.4.   System must generate online receipts, detailing the items purchased and payment tendered.

REQ4.0.5.   System must generate and send an email version of the online purchase receipts.

REQ4.0.6.   System must accept discount (i.e., "promo") codes to provide customers access to discount packages.

REQ4.0.7.   System must allow administrators to customize descriptions for each product.

REQ4.0.8.   System must automatically add and remove products from online stores when marked active or inactive in central back of house management tool.

REQ4.0.9.   System must be able to accept Visa, MasterCard, Discover, and American Express utilizing the First Data South, First Data North, Paymentech and Vital payment processing services.

REQ4.0.10. System must be able to restrict payment types and amounts.

REQ4.0.11. System must be able to report all payments types and amounts taken vs. tickets sold.

REQ4.0.12. System must be able to set tax by product.

REQ4.0.13. System must be able to process through accesso PCI Level 1 gateway.

Contractor Initials S Y
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ACCESSO LLC
Siriusware Sales Order

Master Agreement No:	CANNON MOUNTAIN -2020	Dated:	December 1, 2020
Customer:	State of New Hampshire, Dept. of Natural and Cultural Resources 172 Pembroke Road Concord, NH 03301	Accesso:	Accesso, LLC 1025 Greenwood Blvd #500 Lake Mary, FL 32746
Customer Representative:	Nicole Natti, Program Specialist I 260 Tramway Drive Franconia, NH 03580 nicole.natti@dncr.nh.gov (603) 823-7722 x721	Accesso Representative:	Bruno Boehi, President of Operations 5260 N Palm Ave, Suite 229 Fresno, CA 93704 bruno.boehi@accesso.com (559) 447-2512
Effective Date:	December 1, 2020		
Product:	*accesso Siriusware*		

By signing below, Customer (as identified above) accepts the terms and provisions of the Agreement (as hereinafter defined), and this Sales Order together with any attachments hereto (including but not limited to the Standard Terms and Conditions) (this "Sales Order"), and Accesso (as identified above) regarding the subject matter hereof. All capitalized terms not defined herein shall have the meanings ascribed to such terms in the Agreement. To the extent any term or provision herein conflicts with any term or provision in the Agreement, the term or provision in the Agreement shall supersede and prevail. The parties acknowledge and agree that the terms and provisions of the Agreement shall govern this Sales Order and are incorporated herein by reference.

Customer understands, acknowledges and agrees that all and any fees due pursuant to this Sales Order shall be payable by Customer in the following currency: USD

I. SOFTWARE, SERVICES AND SERVICE FEES:

In connection with the provision of the Services and Software hereunder, and in addition to the fees set forth below and described in the Standard Terms and Conditions, Accesso will provide the following Software and Services, and Customer will pay to Accesso the following Service Fees:

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accesso Siriusware Software Quote:

License Quantity	Product Name		Total Price
22	Siriusware POS License		
1	Siriusware In House Cards System Fee		
20	Siriusware In House Cards POS License		
16	Siriusware Ticketing POS License		
22	Siriusware Charge Cards License		
3	Siriusware Membership/Passes POS License		
3	Siriusware Private Instruction License		
5	Siriusware Rentals License		
2	Siriusware Reservations License		
6	Siriusware Retail License		
1	Siriusware Retail System Fee		
1	Siriusware Membership Passes System Fee		
1	Siriusware Core System Fee		
1	Siriusware Private Instruction System Fee		
1	Siriusware Rentals System Fee		
1	Siriusware Reservations System Fee		
	Total:		$95,000.00
	Discount:		($95,000.00)
		Total	$0.00

accesso Siriusware Annual Technical Support: $17,100.00

accesso Siriusware Annual Technical Support includes 24/7/365 support, access to all online documentation and any updates/upgrades to our software. This amount will be invoiced on March 1, 2021 and annually thereafter for the duration of the Term.

Contractor Initials *S Y*
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II. CUSTOMER VENUES:

This Sales Order applies only to, and the Software licensed pursuant to this Sales Order, may be used by Customer only at the following Customer Venues:

Cannon Mountain and Franconia Notch State Park
260 Tramway Drive
Franconia, NH 03580

ACCESSO, LLC

By: _____
Steve Young
VP - Commercial Contracts

Signed Date: ___12-11-2020___

STATE OF NEW HAMPSHIRE
DEPT. OF NATURAL AND CULTURAL RESOURCES:

By: _____Sarah Stewart_____
Sarah L. Stewart
Commissioner

Signed Date: ___12/11/20___

Contractor Initials _S Y_
Date _12-11-2020_

ACCESSO LLC
Sirusware Standard Terms and Conditions

In consideration of the mutual covenants and agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Accesso and Customer agree as follows:

1. **Definitions**: As used in this Sales Order and other ancillary documents attached hereto, the following terms shall have the meanings set forth below:

    1.1 **Acceptance Date** – shall mean the completion date of a successful Acceptance Period (as defined in section 10 of the MSA).

    1.2 **Agreement** – shall mean that certain Master Agreement between Accesso and Customer, identified on the first page of this Sales Order.

    1.3 **License** – shall mean the term license for the Software as described in this Sales Order. For the avoidance of doubt, Customer understands, acknowledges, and agrees that the License is a term license existing and unless earlier terminated in accordance with the terms, provisions, and conditions of the Agreement and/or this Sales Order, and shall continue in effect only so long as Customer is paying the applicable Support Services Fee.

    1.4 **Self-Help Code** – shall mean any back door, time bomb, drop-dead device, or other software routine designed to disable the system automatically with the passage of time or under the positive control of a person other than Customer. Self-Help Code does not include software routines or license files in a computer program, if any, designed (i) to permit Accesso to obtain access to Customer's computer system(s) (e.g., remote access via the Internet) for purposes of maintenance or Support Services, or (ii) to cause the applicable Software to cease to operate after (a) reasonable efforts have been made by Accesso to invoice and collect annual Support Services Fees, but no sooner than the 90th day following the renewal date for the Support Services, or (b) expiration of any applicable term for Support Services.

    1.5 **Software Price** – shall mean the price for the purchase of the License for the Software as set forth on page 1 of this Sales Order.

    1.6 **Software Warranty Standards** – shall mean (i) the applicable Software is free from defects in design which would cause such Software to fail to meet the Specifications, (ii) the applicable Software will conform in all material respects to the Specifications, (iii) testing of release versions of the applicable Software will be performed in accordance with standards typical for software testing in the industry, (iv) the applicable Software, its possession and/or the use thereof permitted under the Agreement and this Sales Order will not infringe any United States patent or United States copyright, (v) no third party software is required to operate the applicable Software other than the third party software identified in this Sales Order, and (vi) the Hardware is all of the core (i.e., essential) hardware Customer needs to operate and use such Software in accordance with the Documentation, and with the Hardware.

    1.7 **Specifications** – shall mean all specifications contained in (i) the Documentation, the terms of which are incorporated herein by reference as though fully set forth herein, and (ii) any other materials related to the applicable Software and provided herewith, or delivered to Customer by Accesso.

    1.8 **Support Services** – shall mean support for the applicable Software as more particularly described in Section 5 of this Sales Order.

    1.9 **Support Services Fee** – shall mean the fee invoiced by Accesso and described in more detail in Section 4 of this Sales Order.

    1.10 **Unauthorized Code** – shall mean any virus, Trojan horse, worm, or other software routines or hardware components designed to permit unauthorized access; to disable, erase, or otherwise harm software, hardware, or data; or to perform any other harmful actions. The term Unauthorized Code does not include Self-Help Code.

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2.   **Software:** Accesso hereby agrees to deliver to Customer the Software (as identified in Section I. of this Sales Order) in object code form.

3.   **Support Services:** The purpose of Support Services is to help Customer make Accesso's products suit Customer's business needs. Support Services are intended to answer questions about how to use the Software, report bugs, and receive updates to the applicable Software. Support Services are not intended to provide Implementation Services or ongoing training, nor are they intended to provide assistance with Customer's hardware, network, or operating systems (although to diagnose a Software issue, it is often necessary to help Customer identify what is causing the problem). In exchange for Customer's payment of an annual Support Services Fee in connection with the licensing of the applicable Software, Support Services shall be provided pursuant to this Sales Order, however, Support Services will be provided at no charge from the beginning of the Acceptance Period until the date that is one year after the Acceptance Date (such period being hereinafter referred to as the "Initial Support Period"). Following the expiration of the Initial Support Period, and continuing during the Term, Accesso shall provide Support Services to Customer, and Customer agrees to pay Accesso, an annual Support Services Fee in the amount of eighteen percent (18%) of the undiscounted Software Price as set forth in Section I. of this Sales Order. Accesso will invoice Customer for Support Services annually following the expiration of the Initial Support Period. Notwithstanding the foregoing to the contrary, Customer can discontinue the receipt of Support Services at any time following the expiration of the Initial Support Period, without cause, upon written notice to Accesso, provided, however, no such termination shall be effective until Customer shall have paid the Software Price, and all Hardware Costs (if any, as identified on a separate Sales Order between Accesso and Customer), together with all Service Fees due and payable through the current year of the then current Term. Discontinuation of receipt of Support Services by Customer without cause shall terminate the applicable License and this Sales Order on the same date as Support Services are discontinued without cause by Customer. If Customer elects to discontinue receipt of Support Services without cause, the written notice discontinuing receipt of Support Services shall contain a representation and warranty from Customer that Customer has ceased use of the applicable Software and has removed copies of the applicable Software from its computers. The Support Services Fee covers 24-hour emergency telephone support, regular Software Support, and Updates to the applicable Software, including but not limited to bug fixes for and new versions of the applicable Software or any portion thereof. Regular Support Services for the Software are provided via email, fax, the Internet and telephone, however, regular Support Services are generally provided primarily via telephone. On-site Support Services are typically only required for the initial implementation but can be requested at any time and are subject to availability of training staff. On-site Support Services are currently billed at a minimum of $1,000.00 per day (or $125.00 per hour) (or the applicable equivalent in foreign currency identified on page 1 of this Sales Order) plus reasonable out-of-pocket expenses, with such costs being subject to change upon thirty (30) days' prior notice from Accesso. Customer shall pay a fee in the amount of $2,500.00 (or the applicable equivalent in foreign currency identified on page 1 of this Sales Order) plus out-of-pocket Costs if an on-site visit is cancelled or rescheduled by Customer after transportation has been purchased by Accesso for such visit or if the cancellation or reschedule occurs within two weeks of the planned on-site visit.

4.   **Customer Obligations:** Commencing upon the Effective Date and continuing through the Term of this Sales Order, Customer shall be responsible for and comply with the following requirements:

   i.   **Adequate Information Services/Information Technology Staffing.** Customer shall have IS/IT staff on site or appropriate consultants to handle typical computer issues (e.g., operating systems, supporting software and network infrastructure, printers, the physical network, etc.). Customer understands, acknowledges, and agrees that Support Services are for support of the Software, only, and that Customer's hardware, network, and operating system installation and maintenance are the responsibility of Customer. For the avoidance of doubt, Customer's IS/IT staff responsibilities include, but are not limited to (a) Customer's hardware and network environment such as network communications, diagnosing and repairing network cabling breaks or malfunctions, and network hub malfunctions, (b) PC hardware malfunctions such as monitors, mice, keyboards, hard drives, power supplies, etc., or any installed devices, and (c) peripheral malfunctions such as installation, setup, and configuration of printers, cameras, and card swipes, etc., cable malfunctions and breaks, printer communication with PCs, and printer malfunctions and/or damage to print heads. Fluency in English as well as a basic understanding of personal computers, Microsoft Windows, and TCP/IP based networking is mandatory for Customer's staff supporting the Software.

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ii. **Hardware.** Customer may purchase hardware from a vendor other than Accesso, however hardware purchased by Customer that is not on Accesso's Hardware Compatibility List (the "HCL") may not function correctly or completely with Accesso's Software and is purchased at Customer's sole risk. Any time spent by Accesso trouble-shooting non-HCL hardware is billable to Customer at Accesso's then current time and materials rate for such service, and subject to the availability of Accesso resources. Subject to a fee billable to Customer at Accesso's then current time and materials rate for such service, and the availability of Accesso resources, Accesso will test hardware for inclusion on Accesso's HCL.

iii. **Operating Systems.** Customer shall be responsible for operating systems issues including hardware and software compatibilities, networking ability of PC's to communicate with one another via TCP/IP, file and/or resource sharing, network and operating systems security, and improper shutdown procedures (i.e. shutting off power before exiting programs).

iv. **Backup.** Customer shall be responsible for daily backup of server files, and restoration of files from tape or other media tested regularly.

v. **Network and Infrastructure.** Customer is required to have the proper network infrastructure prior to installation of the Software. This includes a secure climate-controlled location for the file server, adequate uninterruptible power supplies on all key equipment (including file servers, switches and hubs), Category 5 network cable with RJ45 ends (or a wireless equivalent) strung from the server location to all workstations, and necessary patch panels and networking hubs or routers. Accesso is not responsible for installing or supporting any network infrastructure.

vi. **Supported Operating Systems and Platforms.** The Software must be run on Microsoft Windows operating systems currently supported by Microsoft or other compatible operating systems, depending on the Software being installed. Accesso strives to ensure that its applications operate correctly on new operating systems as soon as possible after their release, but clients should check with Accesso before upgrading to them. If an issue is reported from a site running Accesso's Software on a non-supported operating system, Customer will be required to install a currently supported operating system before further diagnosis will be performed. Accesso encourages Customer to regularly apply security updates to ensure operating systems are protected from any vulnerabilities identified by the vendor. Customer should not make any alterations to the standard configuration of a currently supported operating system without permission from Accesso. This applies to integrations as well, such as Elavon's Fusebox solution, 1Risk, TRI's Credit Card Processing solution, Tender Retail, Inntopia, Axess software and hardware, SkiData software and hardware, WinRetail, Dataworks, Food-Trak, DPS, PC-EFTPOS/OCV, VersaPay, Ocius, Ryan Solutions, Salesforce, Raiser's Edge (by Blackbaud), EZWaiver and any other integrations Accesso supports in Accesso's applications.

vii. **Data Backup.** Prior to installation of the Software, Customer must have a data backup system installed. Customer must ensure that a data backup is completed each night and is running properly by regular testing of restored files. Loss of Customer server data may be catastrophic and is not the responsibility of Accesso. Customer is required to maintain off-site storage of backup tapes.

viii. **Access to Systems for Support.** Customer must provide a reliable high-speed connection to the Internet (DSL, cable, satellite, T-1, etc.), configured and installed on a computer that can be accessed by Accesso at all times. Customer must provide a computer server dedicated to the exclusive use of Accesso and Microsoft SQL Server. The Microsoft SQL Server software running on this server must be dedicated to Accesso's and related SQL databases and not used for any other purposes or applications. Modifications to the Accesso SQL database must not be made by Customer unless specifically instructed by Accesso. Customer understands that issues which arise on systems running non-supported Microsoft operating systems may require installation of a supported version in order to be resolved. Customer is responsible for ensuring the Accesso SQL database is adequately backed up on a daily basis and that backups are tested regularly. All computers, including servers must be accessible to Customer's staff, either physically or remotely during a resolution of a tech support incident. This includes the operating system directories and any other directories required by the Software or the software of a vendor with which Accesso has integrated and whose software Customer has purchased. Any unreasonable delays in securing such access will nullify any and all support guarantees with respect to the resolution of any problem that is subject to such delays. Much of the support provided by Accesso depends heavily on being able to see the screens Customer sees, and interact with Customer's computer(s). It is also sometimes required that

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Accesso performs research in Customer's database by running queries. To facilitate this, and to view the screens Customer is seeing, Accesso uses a free tool called TeamViewer. This tool does not need to be installed, but instead is a simple download available from Accesso. TeamViewer is secure as it uses 256-bit AES encryption and usually does not need any special settings on Customer's router or firewall equipment. Access to Customer's systems is by invitation only by Customer. Accesso does not require Customer to accept unsolicited connections - TeamViewer needs to be initiated on Customer's computers by Customer's personnel with immediate deactivation by Customer after Accesso's use. Accesso does not require the ability to access Customer's computers without permission. TeamViewer meets the requirements of PCI-DSS (Payment Card Industry Data Security Standards) and PA-DSS ("Payment Application Data Security Standards"). See Accesso's PA-DSS Implementation Guide for more information. All directories upon which the Software depends should be provided full access security with no limitations on deletion of files (most applications create and delete files so a lack of this level of security can easily disable the application). Customer must configure security to allow the Software and other integrated software to run with appropriate permissions which may include read, write, read and execute, modify and full control. For troubleshooting purposes, dial-in or Internet access to a particular computer may be required during a particular time to be negotiated by Customer, Accesso and/or the appropriate partner vendor. Where Customer's security conflicts with these requirements, Customer staff must be available to make modifications as required to resolve the tech support issues. Accesso support staff are not responsible for making security changes to Customer's computers.

ix. **Access to Email and the Internet.** Accesso's primary means of communication for non-support matters is via email and the Internet. Customer must check e-mail regularly and Customer's system must be setup to allow easy access and use of email and the Internet. Accesso's primary means of support is via telephone, email and the Internet. Accesso does not provide on-site support unless expressly agree in writing by Accesso, in which an additional fee will be payable by Customer. Customer may, however, purchase on-site visits if required (see Section 8, the Support Schedule, below, for details). Support of the Software may also be provided in part via the Internet. Customer is responsible for downloading Software updates from the Accesso website.

x. **Staff Training.** Customer is responsible to ensure that Customer's staff is trained on the Software system. It is important that more than one Company staff member understand the Software installed at Customer's site. Additional training is available each year at Accesso's annual seminars. Accesso requires that Customer have and make available at all time, at least one Accesso-certified and trained staff member. Certification can be attained by attending the annual seminar or via on-site training.

xi. **Security.** Customer agrees to implement and maintain appropriate data security and recovery policies during the Term of this Sales Order and notwithstanding anything contained in the Agreement and/or this Sales Order to the contrary, under no circumstances will Accesso be responsible or liable for (i) lost or damaged data or data files, which are the result of Customer's failure to properly backup the data files according to the Documentation, or (ii) lost or damaged data or data files due to power outages, power surges, or due to any other reason beyond the reasonable control of Accesso. Using appropriate network security settings in conjunction with the Software security settings is necessary to protect Customer's data. Accordingly, it is Customer's responsibility to ensure that this is configured properly for the installation. Username and password integrity is extremely important, or Customer data may be at risk. Customer is responsible for internal PCI testing and certification when appropriate.

xii. **Power Backup.** Customer must ensure that the power backup (uninterruptible power supply) is set up and tested on the file servers and all other key hardware, including switches and hubs in the event of a power outage. Customer's power backup system should be capable of supplying at least 30 minutes of uninterrupted power to the Software servers and have an automatic safe shutdown feature. It is Customer's responsibility to ensure that the power backup system is set up properly and functioning correctly. Corruption of server data in the event of power loss or interrupted supply can be catastrophic, and is not the responsibility of Accesso.

xiii. **PA-DSS Compliance.** Although Accesso's products are PA-DSS compliant, Customer must ensure its network and the Software are implemented and configured to PCI/PA-DSS standards. It is Customer's responsibility to ensure that its network and the Software are configured and maintained in a compliant manner. See the Accesso PA-DSS Implementation Guide for more information.

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5. **Accesso Certification:** In addition to the resources required to be provided pursuant to the Customer Obligations set forth in Section 5, Customer is required to have at least one Accesso-certified employee on staff during such time as Customer is entitled to receive Support Services. Failure to maintain an Accesso certified employee on staff at all times during the Term, may result in Customer incurring additional hourly Service Fees in connection with Support Services. Certification is obtained by one of four methods as follows: (i) attendance at initial on-site Accesso Software training during installation of the applicable Software, (ii) attendance at additional on-site Accesso Software training subsequent to installation of the applicable Software, (iii) attendance at Accesso's annual training seminar, or (iv) sufficient demonstration of Accesso Software knowledge (as evaluated by a·Accesso staff member). If Customer does not have an Accesso certified employee on staff at all times during the Term, Customer may incur additional hourly support fees.

6. **Support Schedule:** Regular Support Services are available Monday through Friday from 9:00 AM to 5:00 PM MT, excluding Accesso observed holidays (the "Normal Business Hours"). After Normal Business Hours support (i.e., before 9:00 am and after 5:00 PM MT, and on weekends and holidays) is for emergencies only. If the Software system is able to sell tickets, print passes and otherwise function, even with unresolved issues, no emergency shall exist, and Customer must wait until Normal Business Hours for Support Services. Accesso will respond to Customer's requests for Support Services (received via an emergency tech support call) according to the following schedule: (i) two-hour response time for calls received during Normal Business Hours, and (ii) four-hour response time for calls received outside of Normal Business Hours. If Accesso does not respond within the applicable response window, Customer will be entitled to a credit for a portion of the then current Support Services Fee (limited to an amount equal to one twelfth (1/12) of the then current annual Support Services Fee per incident, and one incident per calendar month). Notwithstanding the foregoing, Accesso's typical response time is 10 minutes during Normal Business Hours and 30 minutes at all other times. The right to receive such credit shall be Customer's sole remedy for Accesso's failure to timely respond during the applicable response window. Accesso maintains a website for Customer to download Software upgrades at any time, and an email documenting updated programs will be sent to Customer when new upgrades are posted. Customer can call or email any member of the Siriusware Support Services team with issues, however, Accesso encourages the use of the Web Request system for support. This system establishes case numbers and a trail of communication that both Customer and the Siriusware Support Services team can use to track issue status. During training Accesso distributes information to aid Customer in organizing the essential information required to efficiently solve problems. Once the pertinent background information is provided, the Siriusware Support Services team will attempt to recreate the problem and document the findings, and Accesso will provide Customer with a tracking number with which to monitor the issue. When a problem is identified, resolution is reasonably prioritized by Accesso based on the severity of the issue and its impact on Customer and the Software system. If it's a critical bug (i.e., affects even basic system function), resolution is immediate and released in the next version of the Software. If Accesso reasonably deems it necessary, the release date may be brought forward to implement the fix. If a bug is found that affects a small element of the system but is essential to Customer's operation, resolution is usually provided in the next release. If Accesso determines that the bug is minor and a work-around is available, the issue will receive a lower priority, and an approximate date of resolution will be provided to Customer upon written request. New releases of the Software are announced via email when posted to Accesso's website. The email contains release notes, detailing all new enhancements or fixes to the Software.

7. **Fees:** Customer agrees to pay to Accesso, in addition to any other Service Fees, Costs, and/or ODCs payable under the Agreement, the following fees in connection with this Sales Order:

    a. **Software** – Customer agrees to pay Accesso the Software Price. Customer shall pay twenty five percent (50%) of the Software Price upon the Effective Date of this Sales Order. Customer shall pay the balance of the Software Price upon the Acceptance Date for the applicable Software.

    b. **Support Services Fee** – Customer agrees to pay Accesso, during the Term of this Sales Order, the Support Services Fee more particularly described in Section 4 of this Sales Order.

8. **Grant of License:** During the Term of this Sales Order, Accesso grants to Customer, and Customer accepts from Accesso, subject to the terms and provisions of the Agreement and this Sales Order, a nonexclusive, nontransferable right and license to use the Software identified in Section 2 of this Sales Order only (i) in object code format, (ii) in accordance with the applicable

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Documentation, and (iii) solely for Customer's normal business operations at the Customer Venue(s) identified in Section IV. of this Sales Order (the "License"). The License granted under this Section 9 includes the right for Customer to make copies of such Software and Documentation as needed to exercise its rights under this License, including but not limited to making copies of such Software for backup and archival purposes, and permitting third party contractors to use, copy and archive such Software and Documentation in accordance with the terms and provisions of the Agreement and this Sales Order on behalf of Customer. Accesso reserves all rights not expressly granted to Customer. In addition, the License granted under this Section 9 also includes the right for Customer to install the Software on one or more servers and provide its own hosting services to enable Third Party Customers to access and use the Software on the Internet, have a third party provide hosting services to enable Third Party Customers to access and use the Software on the Internet, or have Accesso provide hosting services for services to enable Third Party Customers to access and use the Software on the Internet. In the event that Customer wants a third party to provide such hosting services, such third party may install the Software on servers and computers owned by, leased to or under the control of such third party, including but not limited to such servers and computers not located at the Customer Venue(s) identified in Section IV. of this Sales Order, and Customer shall enter into an agreement with such third party wherein such third party agrees to install and use the Software solely on behalf of Customer to provide such hosting services and the agreement must stipulate that Accesso will not be liable for any and all claims made by the third party in connection with the hosting of the Software. In the event that Customer wants Accesso to provide such hosting services, the parties will enter into a separate Statement of Work for such hosting services. Customer is prohibited from making any modification to such Software or to add data by any means other than a Accesso interface, utility or script. Customer or its agents may read data files employed by such Software at their own risk. One example of such risk is that of adversely affecting system performance by executing sub-optimal or resource intensive database queries at inopportune times. Customer shall have no rights whatsoever in any Source Code version of such Software, or the models, algorithms, formulas, or methods employed by such Software. Customer shall have the right to use such Software only as specifically provided in the Agreement and this Sales Order. An express condition of this License is that Accesso shall, at all times, retain all right, title, interest, and ownership in such Software, related Documentation, and any modification, Enhancement, or Derivative Work related to such Software. Accesso shall retain all rights to patents, copyrights, trademarks and trade secrets in or relating to such Software and related Documentation. Customer acknowledges and agrees that such Software is, and shall remain Confidential Information of Accesso. Furthermore, Customer acknowledges and agrees that the License granted herein for the Software in object code format shall immediately terminate upon the earlier of either (a) the termination of the Agreement, or (b) the expiration or earlier termination of this Sales Order. During the Term of this Sales Order, Customer grants to Accesso, and Accesso accepts from Customer, a nonexclusive, right and license to use any Intellectual property (including without limitation Preexisting Intellectual Property) provided to or made available to Accesso by Customer or by any third party on behalf of or for the benefit of Customer in connection with this Sales Order. Accesso acknowledges and agrees that the license granted herein for the intellectual property (including without limitation Preexisting Intellectual Property) provided to or made available to Accesso by Customer or by any third party on behalf of or for the benefit of Customer in connection with this Sales Order shall immediately terminate upon the earlier of either (1) the termination of the Agreement, or (2) the expiration or earlier termination of this Sales Order.

9. **Term**: The initial term of this Sales Order shall be for a period of three (3) years commencing on the Effective Date (the "Initial Term"). Following the Initial Term, this Sales Order may be extended for successive one (1) year periods under the same terms and provisions (each, a "Renewal Term"). The Initial Term and all Renewal Terms shall be collectively referred to herein as the "Term".

10. **Early Termination**: Either party may terminate this Sales Order without cause with one hundred eighty (180) days prior written notice to the other party. Early termination shall not excuse the Customer from any obligation to pay for services already rendered.

11. **Exclusivity**: During the Term of this Sales Order, Customer agrees that Accesso shall be the exclusive provider to Customer of software for ticketing, point-of-sale, and guest management at the Customer Venue(s) identified in Section IV. of this Sales Order. Customer acknowledges and agrees that Accesso shall be free to provide to its other customers, software and services the same as or similar to the Software and Services provided to Customer under this Sales Order.

12. **Customer Representative**: During the Term of this Sales Order, Customer shall provide, maintain and make available to Accesso, at Customer's expense and in a timely manner, the Customer representative identified on the first page of this Sales

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Order, who will be designated by Customer to consult with Accesso on a regular basis and provide information necessary to perform the Services. Accesso shall assign to Customer an Accesso Representative who shall be responsible for communicating information about Accesso's Services and Software to Customer. The initial Accesso representative shall be as identified on the first page of this Sales Order. Customer and Accesso may change their respective representatives by providing the other party with the name and contact information of such replacement representative in accordance with the Notices provision of the Agreement.

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Contractor Initials *S Y*
Date 12-11/2020

CyberSource STATEMENT OF WORK NO. 1
ACCESSO LLC MASTER AGREEMENT
No. CANNON MOUNTAIN – 2020

This Statement of Work No. 1 (this "SOW"), dated December 1, 2020 (the "Effective Date"), is entered into by and between Accesso, LLC, a Florida limited liability company ("Accesso"), having an office located at 1025 Greenwood Blvd, Suite 500, Lake Mary, Florida 32746, and State of New Hampshire, Dept. of Natural and Cultural Resources a New Hampshire State owned entity, whose address for purpose of notices hereunder is 172 Pembroke Road, Concord, NH 03301 ("Customer") and is issued pursuant to that certain Master Agreement No. CANNON MOUNTAIN -2020 (the "Agreement"), dated December 1, 2020 between Accesso and Customer, as such Agreement is supplemented by that certain Passport Sales Order dated December 1, 2020 between Accesso and Customer (the "PSO").

RECITALS:

WHEREAS, Customer desires for Accesso to provide CyberSource Services (as hereinafter defined) to Customer as a payment management solution for Products purchased from Customer through the Software; and

WHEREAS, Accesso and Customer desire to document the terms and conditions under which CyberSource Services will be provided by Accesso to Customer as a payment management solution for Products purchased from Customer through the Software.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Accesso and Customer agree as follows:

All capitalized terms not defined herein shall have the meanings ascribed to such terms in the Agreement or the PSO, as applicable. To the extent any term or provision herein conflicts with any term or provision in the Agreement, the term or provision in the Agreement shall supersede and prevail. The parties acknowledge and agree that the terms and provisions of the Agreement shall govern this SOW and are incorporated herein by reference.

1. **CYBERSOURCE SERVICES:** CyberSource Limited ("CyberSource") provides consumers payment management solutions (the "CyberSource Services"). Subject to Section 7 of the PSO, effective on or about December 11, 2020 (the "Go Live Date"), and continuing through the Term of this SOW, Accesso shall make CyberSource Services available as a payment management solution to accept and process payments for Products purchased from Customer through the Software. During the Term of this SOW, Accesso will integrate the Software and the CyberSource Services (the "CyberSource Services Integration"). The CyberSource Services shall be available for use by or at the Customer Venues identified in the PSO, whether such Customer Venues are identified in the PSO as of the Effective Date and/or pursuant to an amendment to the PSO on or after the Effective Date. Customer understands, acknowledges, and agrees that the CyberSource Services are provided to Customer by CyberSource, an unaffiliated third party. Customer understands, acknowledges and agrees that Accesso's liability with respect to the CyberSource Services and/or the CyberSource Services Integration, including but not limited to liability for the handling of personally identifiable information or confidential information of Customer and/or Customer's customers, will not exceed the amount equal to the Fees (as defined in Section 3 of this SOW) paid by Customer to Accesso during the 6-months immediately preceding the event giving rise to such liability.

2. **FEES:** Customer shall pay to Accesso, in connection with the CyberSource Services Integration, the fees set forth on Exhibit A (collectively, the "Fees"). Accesso shall provide a monthly invoice to Customer for the Fees, and Customer shall pay such Fees, in accordance with Section 5 of the Agreement. The Fees shall be subject to increase by Accesso's upon written notice delivered to Customer at least ninety (90) days prior to the applicable anniversary of the Effective Date during the Term, but in no event will occur more frequently than once per calendar year. Customer understands, acknowledges and agrees that the Fees shall be

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exclusive of sales tax unless the Service(s) provided is taxable, in which case, applicable sales tax will be applied to the taxable Service(s).

3. **SERVICE TERM:** Unless sooner terminated in accordance with the terms and provisions of this SOW, the CyberSource Services Integration shall be made available to Customer for a period commencing upon the Go Live Date and shall expire on December 1, 2023 (the "Initial Service Term"). This SOW may be renewed (the "Renewal Service Term"), under the same terms and provisions, upon mutual agreement between the parties. The Initial Service Term and all Renewal Service Terms shall be collectively referred to herein as the "Term".

4. **TERMINATION:** Accesso may terminate this SOW without cause upon thirty (30) days' prior written notice to Customer. Accesso may, upon written notice to Customer, immediately terminate this SOW in the event that (a) all or any portion of the CyberSource Services are no longer available, (b) the CyberSource Services and/or the CyberSource Services Integration has an adverse impact on the Software (or any portion thereof), or otherwise has an adverse impact on Accesso's ability to deliver the Software and/or any Services to Customer, and/or (c) the relationship between Accesso and CyberSource expires or terminates for any reason. In the event that Accesso exercises its right to Early Termination of this SOW, Accesso shall make commercially reasonable efforts to provide Customer an alternative payment management solution with substantially similar functionality and pricing, upon terms mutually agreeable to Customer and Accesso, in accordance with Section 7 of the Passport Sales Order. Notwithstanding anything contained herein to the contrary, Customer acknowledges and agrees that the provision of the CyberSource Services Integration, the CyberSource Services, and this SOW, shall immediately terminate upon the expiration or earlier termination of (a) the Agreement, and/or (b) the PSO.

5. **TERMINATION FOR CAUSE:** Either party, in accordance with the applicable provisions of Sections 13.2 and 13.3 of the Agreement, may terminate this SOW.

6. **CYBERSOURCE TERMS AND CONDITIONS:** The CyberSource Terms and Conditions attached hereto as Exhibit B is incorporated into and made a part of this SOW. Customer understands, acknowledges and agrees that (a) the CyberSource Services are provided to Accesso by CyberSource, an unaffiliated third party, and (b) notwithstanding anything contained in the Agreement, the PSO, or this SOW to the contrary, Accesso's arrangement with CyberSource requires that Customer acknowledge, agree and abide by the CyberSource Terms and Conditions. In the event of any conflict between the terms and provisions of this SOW and the CyberSource Terms and Conditions, the terms and provisions of this SOW shall control.

7. **CUSTOMER REPRESENTATIVE:** During the Term of this SOW, Customer shall provide, maintain and make available to Accesso, at Customer's expense and in a timely manner, a Customer Representative who will be designated by Customer to consult with Accesso on a regular basis and provide information necessary to perform the CyberSource Services. Accesso shall assign to Customer an Accesso Representative who shall be responsible for communicating information about Accesso's Services and Software to Customer. The initial Accesso Representative and Customer Representative shall be the parties listed below:

Accesso Representative: Bruno Boehi
Address: 5260 N Palm Ave, Suite 229, Fresno, CA 93704
Phone: (559) 447-2512
E-mail: bruno.boehi@accesso.com

Customer Representative: Nicole Natti
Address: 260 Tramway Drive, Franconia, NH 03580
Phone: (603) 823-7722 x721
E-mail: nicole.natti@dncr.nh.gov

Customer and Accesso may change their respective representatives by providing the other party with the name and contact information of such replacement representative in accordance with the Notices provision of the Agreement.

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8. **NON-EXCLUSIVITY:** Customer understands, acknowledges and agrees that Accesso shall be free to provide the CyberSource Services Integration as an alternative payment method for Accesso's other clients, including competitors of Customer.

9. **COUNTERPARTS AND FACSIMILE SIGNATURES:** This SOW may be executed in multiple counterparts but such multiple counterparts shall constitute a single agreement. Signatures of this SOW that are transmitted by either or both electronic or telephonic means (including, without limitation, facsimile and email) are valid for all purposes.

[The remainder of this page has been left blank intentionally.]

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IN WITNESS WHEREOF, Accesso and Customer represent and warrant, each unto the other, that they have full authority to enter into and have executed this SOW by their duly authorized representatives to be effective as of the Effective Date set forth in the preamble hereof.

ACCESSO, LLC		STATE OF NEW HAMPSHIRE, DEPT. OF NATURAL AND CULTURAL RESOURCES:
By:	_[signature]_	By: _Sarah Stewart_
Name:	Steve Young	Name: Sarah L. Stewart
Title:	VP - Commercial Contracts	Title: Commissioner

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Date 12-11-2020

EXHIBIT A
TO
STATEMENT OF WORK NO. 1
TO
MASTER AGREEMENT NO. CANNON MOUNTAIN -2020

Fees.

CYBERSOURCE PRICE SCHEDULE

PAYMENT PROCESSING

Usage

Product Name:	Terms:	Amt (USD):
Card Not Present Gateway Fee - Credit/Debit Card Transaction	Applicable charge for each Authorization, System Generated Authorization Refresh or Credit/Refund processed through the web API.	$0.055
Account Updater Update Transaction	Applicable charge per successful inquiry matched for update.	N/A

Fees

Product Name:	Terms:	Frequency:	Amt (USD):
Merchant Account Gateway Registration	Applicable charge for the initial registration of a merchant account utilizing the CYBS Payment Gateway and includes 1 Enterprise Business Center Login per registration.	One Time	$500.00
Enterprise Business Center Login	Applicable charge for the initial registration of a user utilizing the Enterprise Business Center.	One Time	$100.00
Account Updater Merchant Registration	Applicable charge for the initial registration of a merchant account utilizing the CYBS Account Updater Services..	One Time	N/A
Account Updater Monthly Support Fee	Applicable monthly fee to check each registered cardholder account enabled recurring and installment transaction for an account update.	Monthly	N/A

PAYMENT SECURITY

Usage

Product Name:	Terms:	Amt (USD):
Record Retrieval	Applicable charge each time a request for information is made related to a	$0.04

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	token (i.e. decrypt token for card number).	

RISK MANAGEMENT

Usage

Product Name:	Terms:	Amt (USD):
Payer Authentication Transaction	Applicable charge per Payer Authentication transaction.	N/A
Rule Based Payer Authentication Transaction - Enrollment	Applicable charge for each Card Enrollment Check utilizing Rule Based Payer Authentication.	$0.04
Rule Based Payer Authentication Transaction - Value Add	Applicable charge for each Card enrolled and processed using the Rule Based Payer Authentication service.	$0.07

Fees

Product Name:	Terms:	Frequency:	Amt (USD):
Rule Based Payer Authentication - Set Up and Compliance Testing	Applicable for the initial registration of a merchant account utilizing the Rule Based Payer Authentication Tool.	One Time	Waived

Legend:

Waived - Service has been elected and no fee will be charged.

N/A - Service has not been elected and no fee associated.

* - Upon availability.

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Date _12-11-2020_

EXHIBIT B
TO
STATEMENT OF WORK NO. 1
TO
MASTER AGREEMENT NO. CANNON MOUNTAIN -2020

CyberSource Terms and Conditions.

1. Definitions.

   For purposes of this Exhibit B, the following terms have the meanings ascribed to them below:

   a) "Account" means the unique identifiers for Accesso and/or Customer created and maintained in the CyberSource systems to enable Accesso to resell and Customer to use the Transaction Services.
   b) "Advertising Materials" means trademarks, service marks, and marketing documentation for the marketing of the Transaction Services.
   c) "Affiliates" means any entity that controls, is controlled by, or is under common control with a party, including its parents and subsidiaries.
   d) "CyberSource API" means the application programming interface, in object code form, licensed to Accesso that formats, encrypts, and decrypts messages transferred between Accesso's systems and/or Customer's systems during the course of Accesso and/or Customer using the Transaction Services and which may include configurations for use with certain commercial operating platforms.
   e) "CyberSource IP" means all Intellectual Property rights, in and to the Transaction Services, CyberSource APIs, Services Documentation, Advertising Materials, and any derivatives of the foregoing.
   f) "End Users" means any person that purchases goods or services of Customer, whose information is submitted by Customer to Accesso to CyberSource during the course of Customer using the Transaction Services.
   g) "Intellectual Property" means all (i) copyrights (including, without limitation, the right to reproduce, distribute copies of, display and perform the copyrighted work and to prepare derivative works), copyright registrations and applications, trademark rights (including, without limitation, registrations and applications), patent rights, trade names, mask-work rights, trade secrets, moral rights, author's rights, privacy rights, publicity rights, algorithms, rights in packaging, goodwill and other proprietary rights, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of any state, country or jurisdiction; (ii) intangible legal rights or interests evidenced by or embodied in any idea, design, concept, technique, invention, discovery, enhancement or improvement, regardless of patentability, but including patents, patent applications, trade secrets, and know-how; and (iii) all derivatives of any of the foregoing.
   h) "Services Documentation" means shall mean collectively, the operating instructions, user manuals, and help files, in written or electronic form, made available to Accesso and/or Customer by download at http://www.cybersource.com/support/, that are intended for use in connection with the Transaction Services and incorporated herein by reference.
   i) "Threatening Condition" means any conduct, including, without limitation, transmitting harmful, inaccurate or incomplete data to CyberSource, which poses a security threat to CyberSource's systems, services, equipment, processes or Intellectual Property or any of Customer's Products or services that violate applicable law (in each instance, as reasonably determined by CyberSource).
   j) "Transaction Services" means the CyberSource Services provided to Customer.

2. Customer Obligations.

   a) The CyberSource API shall be maintained on as many machines as reasonably necessary to enable Customer to use the Transaction Services, which machines are and shall be maintained in facilities owned, occupied or leased at Customer's location(s).
   b) Customer shall use the CyberSource Services solely for the purpose of selling Customer's Products or services to End Users.

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c) Customer shall not, and shall not permit End Users to (i) use, reproduce, distribute, or permit others to use, reproduce, or distribute any CyberSource IP for any purpose other than as permitted by this SOW, (ii) make CyberSource IP available to unauthorized third parties, (iii) rent, electronically distribute, timeshare, or market CyberSource IP by interactive cable, remote processing services, service bureau or otherwise, or (iv) directly or indirectly modify, reverse engineer, decompile, disassemble, or derive source code from any CyberSource IP.

d) Customer shall bear (i) all collection risk, including without limitation, credit card fraud and any other type of fraud, with respect to sales of its Products or services, and (ii) all responsibility for proper payment of all taxes which may be levied in respect of sales of its Products or services.

e) Customer shall be solely responsible for maintaining complete backup records of all information relating to orders, inquiries, and purchases and any information submitted to CyberSource for the propose of providing the Transaction Services, excluding credit card data, account information and authorization.

f) Customer shall direct all and any inquiries regarding the Transaction Services to Accesso. In no event will Customer contact CyberSource directly regarding this SOW, the Transaction Services, or anything related thereto (including, without limitation, support services).

3. **CyberSource Rights and Obligations.**

a) Customer understands, acknowledges and agrees that CyberSource may, at its reasonable discretion and in good faith, refuse to provide an Account for Customer in the event that providing an Account for Customer is likely to result in a material harm to the reputation of CyberSource, in which event CyberSource will provide Accesso with reasonable written explanation of the same.

b) Customer understands, acknowledges and agrees that Customer shall not submit data to CyberSource that is reasonably likely to cause a Threatening Condition.

4. **General.**

a) Customer understands, acknowledges and agrees that, in the event Customer brings any claim or action against CyberSource (for any reason), such claim and/or action shall be brought against CyberSource only and not against any of CyberSource's Affiliates, or any of their subcontractors and/or agents.

5. **Compliance with Export Controls.**

Customer understands and acknowledges that CyberSource, as a wholly-owned subsidiary of a U.S. company, is subject to regulation by agencies of the U.S. government which prohibits export or diversion of certain products and technology to certain countries, persons, or other entities. Any and all obligations of CyberSource to provide the Transaction Services shall be subject to all applicable export laws and restrictions and regulations. Customer agrees not to export or re-export any CyberSource IP in violation of any such restrictions, laws or regulations, or supply CyberSource IP to any person or entity if Customer believes that such person intends to export or re-export the CyberSource IP in violation of such restrictions, laws or regulations. Customer agrees not to download or export or re-export any CyberSource IP (i) into (or to a national or resident of) any country to which the U.S. has embargoed goods including, without limitation, Iran, Cuba, Syria and North Korea; or (ii) to any person on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Person's List.

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Date 12-11-2020

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 ACCESSO, LLC is a Florida Limited Liability Company registered to transact business in New Hampshire on December 10, 2020. 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: 857178

Certificate Number : 0005054729

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of December A.D. 2020.

William M. Gardner
Secretary of State

Limited Partnership or LLC Certificate of Authority

I, Fern MacDonald , hereby certify that I am a Partner, Member or Manager
   (Name)

of accesso LLC a limited liability partnership under RSA 304-B, a limited
   (Name of Partnership or LLC)

liability professional partnership under RSA 304-D, or a limited liability company under

RSA 304-C.

I certify that Steve Young is authorized to bind the partnership or LLC. I
   (P-37 Signatory)*

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 partnership or LLC and that this authorization

shall remain valid for thirty (30) days from the date of this Corporate Resolution

DATE: 12/11/2020   ATTEST: _____
                                                    (Name)

                                      CFO _____
                                                    (Title)

* Note: The signatory to this Certificate of Authority and the signatory to the P-37 may not be the same
individual.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/30/2020

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

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

PRODUCER	CONTACT NAME:		
Marsh USA, Inc. 9830 Colonnade Blvd, Suite 400 San Antonio, TX 78230 Attn: ROW.Certrequest@marsh.com CN107098006-STND-GAWU-20-21	PHONE (A/C, No, Ext):		FAX (A/C, No):
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Federal Insurance Company		20281
INSURED Lo-Q, Inc.; Accesso LLC; Siriusware, Inc.; VisionOne, Inc.; Blazer & Flip Flops, Inc. 1025 Greenwood Blvd, Suite 500 Lake Mary, FL 32746	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES   CERTIFICATE NUMBER: HOU-003734024-01   REVISION NUMBER: 2

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE X OCCUR			3593-36-42	10/31/2020	10/31/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC OTHER:						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			73578155	10/31/2020	10/31/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A	71742408	10/31/2020	10/31/2021	X PER STATUTE ☐ OTHER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER	CANCELLATION
The Department of Natural and Cultural Resources, Cannon Mt/FNSP 172 Pembroke Road 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 of Marsh USA Inc. Annette Becker *(signature)*

ACORD 25 (2016/03)   The ACORD name and logo are registered marks of ACORD