



New Hampshire Fish and Game Department

HEADQUARTERS: 11 Hazen Drive, Concord, NH 03301-6500
(603) 271-3421
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www.WildNH.com
e-mail: info@wildlife.nh.gov
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Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

December 17, 2014

REQUESTED ACTION

Authorize the New Hampshire Fish and Game Department (NHFG), to enter into a no-cost contract with Parks By Nature (PBN) Network, LLC., vendor code # 260960 for the purpose of developing, maintaining and providing a free electronic mobile guide from date of Governor and Council approval through October 30, 2017.

EXPLANATION

Parks By Nature Network (PBN), LLC has produced and is currently developing mobile applications for approximately 24 state parks and 6 fish and wildlife agencies. The free downloadable mobile application will allow users to locate outdoor recreation areas such as public fishing areas, fish hatcheries, boat access sites, wildlife management areas, State Parks, public lands, conservation areas, OHRV opportunities and outdoor destinations through the New Hampshire Fish and Game website.

As the mobile application concessionaire for NHFG, PBN will have the exclusive on all technical advances pertaining to this program. This no cost contract will benefit outdoor user groups and promote tourism in New Hampshire. The mobile wildlife guide will be supported and paid for through a positive advertising policy and will be available for download at no cost to the user. PBN does not advertise "morally objectionable, controversial or illegal activities in the Wildlife Guides or for tobacco, gambling or alcoholic beverages. Advertising sponsors will be encouraged to submit advertisements that educate visitors on the positive enjoyment of nature and wildlife."

The PBN mobile application will allow mobile phone users to:

- Purchase a fishing, hunting or other license from NHFG.
- Get the latest news and information from NHFG.
- Look up hunting regulations, seasons, and bag limits while in the field.
- View N.H. freshwater and saltwater fishing regulations.
- Identify and record fish caught and record trophy harvests.
- Get sunrise and sunset locations for any New Hampshire location.
- Find nearby boat access sites, wildlife management areas, and lakes and rivers.
- PBN will develop, maintain, promote and improve the information and services available through the mobile guide at no cost to the user.

Respectfully submitted,

Glenn Normandeau
Executive Director

Kathy Ann LaBonte, Chief
Business Division

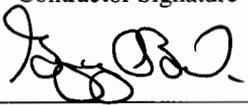
Subject: ParksByNature Mobile Application

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Fish and Game Department		1.2 State Agency Address 11 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name ParksByNature Network LLC		1.4 Contractor Address 1431 Broadway, 12th Floor, New York, NY 10018	
1.5 Contractor Phone Number (646) 480.3546 x107	1.6 Account Number N/A	1.7 Completion Date 09/30/2017	1.8 Price Limitation No Cost
1.9 Contracting Officer for State Agency Glenn Normandeau		1.10 State Agency Telephone Number (603) 271-3511	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Gregory A. Black, President	
1.13 Acknowledgement: State of NY , County of SUFFOLK On July 16, 2014 , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Bronwyn Merhige, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Glenn Normandeau, Executive Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: 1-5-2015			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

Contractor Initials JB
Date 7/16/14

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

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



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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

Steven J. Kelleher
Acting Commissioner

December 11, 2014

Glenn Normandeau
Executive Director
N.H. Fish and Game Dept.
11 Hazen Drive
Concord, NH 03301

Dear Director Normandeau:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to amend a contract with Parks By Nature (PBN) as described below and referenced as DoIT No. 2015-106.

The purpose of this contract is to obtain the services of PBN in developing, maintaining and providing a free electronic mobile guide to State of New Hampshire outdoor recreation areas. The mobile application will allow users to locate State resources such as fishing areas, boat access areas, State parks, public lands, conservation areas and other outdoor destinations through the NH Fish and Game website, where it will be easily downloadable. This is a no cost contract; the vendor supports the activity through the sale of advertisement. The contract term runs from Governor and Executive Council Approval through October 30, 2017.

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

Sincerely,

Steven J. Kelleher

SJK/dcp
DOS 2015-106

cc: David Perry, DoIT Contracts Manager

Exhibit A

Marketing Cooperation Agreement

Contractor Initials

Handwritten initials, possibly 'JS' or similar, written in black ink.

Date

Handwritten date '8/5/14' written in black ink.

MARKETING COOPERATION AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into by and between the State of New Hampshire Fish & Game Department ("Agency"), a State Agency, and ParksByNature Network, LLC., a New York limited liability corporation with an address of 1431 Broadway 12th Floor, New York, NY 10018 ("PBN").

WHEREAS, PBN is in the business of developing, maintaining and promoting electronic mobile guides in the form of Smartphone and application(s) and Mobile Websites with interactive capability, for use in various outdoor attractions including, but not limited to state parks, recreation areas, reserves, preserves, historic sites, Public Fishing Areas, Fish & Wildlife Management Areas, Boat Access Sites, conservation lands, OHRV trails and sites, Fish and Game Dept. offices, fish hatcheries, education centers and other outdoor partner locations and venues.

WHEREAS, the Agency is charged with the management of Hunting & Fishing, Boating Access Sites, and Wildlife Management Areas, etc, as defined in Exhibit A in the State of New Hampshire; and

WHEREAS, the Agency desires to have PBN develop Mobile Applications Wildlife Guides for use in its Wildlife Management Areas and other jurisdictions and PBN is willing to develop such Mobile Applications Wildlife Guides.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and conditions set forth herein, the Agency and PBN hereby agree as follows:

1. Definitions.

- a. "Content" shall be defined as music, text, photographs, maps, manuscripts, design drawings, proofs, artwork designs, photographs, negatives, color separations, layout, and any other similar materials;
- b. "Link" shall be defined as a click-through link on the Agency's website, which will direct the visitor to the PBN App Store where the Mobile Applications Wildlife Guides may be downloaded, or linked elsewhere;
- c. "Link Button" shall be defined as the image displayed on the Agency's website to which the Link is connected;
- d. "Mobile Applications Wildlife Guides" [referred to as Applications or App(s)] shall be defined as the custom mobile software developed and maintained by PBN and its contractors for the Agency for use on a Smartphone, Tablet and any other technological adaptations that may hereinafter be created or developed during the term of this Agreement for such purposes as providing interactive & communicative platforms; self-guided tours; rules & regulations; informational assistance; schedules of events; solicitations and contributions, and other related purposes;
- e. "Mobile Applications Wildlife Window" shall be defined as the area of the Smartphone or Tablet screen that is viewable at any one given time without scrolling up/down or left/right;
- f. "Mobile Technologies" shall be defined as the Wildlife Guides' technology and any future technology that provides a service similar to the Wildlife Guides' patrons;
- g. "Mobile Website Wildlife Guides" shall be defined as the custom non-interactive mobile website developed and maintained by PBN and its contractors for the Agency for use on a Smartphone, Tablet and any other technological adaptations that may hereinafter be created or developed during the Term of this Agreement for such purposes as providing information, Facility maps, and other related purposes, and shall contain similar Content to the Mobile Applications Wildlife Guides;
- h. "Prompt" shall be defined as an informational window on a smartphone advising user of the availability of the Mobile App or Mobile website;
- i. "Smartphone" shall be defined as such technology as iPhone®, Blackberry®, Droid®, and any other similar technology currently existing or hereinafter created;
- j. "Term" shall be defined as the Initial Term and any subsequent renewal term;
- k. "Territory" shall be defined in Exhibit A;
- l. "Wildlife Guides" shall be defined as Mobile Applications Wildlife Guides and Mobile Website Wildlife Guides;
- m. "Themes" of the Apps are defined as the activities the Agency will promote in the Wildlife Guides (i.e. Fishing, Hunting, Boating, OHRV sites and trails, Wildlife Viewing, etc.)
- n. "Agency" shall be defined in Exhibit A.

2. PBN's Rights Regarding the Wildlife Guides.

- a. The Agency grants PBN, during the term of this Agreement, the right to develop, supply, and maintain the mobile technology as defined in this agreement.
- b. The Mobile Applications Wildlife Guide shall be advertised on the Agency's website and other public relations media distributed by the Agency.

c. Right of First Refusal. The Agency grants PBN the right of first refusal to implement, develop, and distribute any new technology that has the capability of providing features similar to that of the Wildlife Guides.

3. Term of Agreement.

a. **Initial Term.** This Agreement shall be effective the date of Governor and Council approval ~~on the date first hereinabove written~~ and shall continue for a period of three (3) years commencing upon the date of the release & publication of the Wildlife Guide, mobile website and mobile prompt.

b. **Renewal.** At the end of the Initial Term, this Agreement will be automatically renewed for two (2) year periods, subject to renegotiation of the pricing terms and conditions therein, unless either party provides written notice to the other pursuant to the terms herein at least ninety (90) days before the Term's expiration.

4. Wildlife Guides

a. Design of the Wildlife Guides.

- 1). Design and Production of the Wildlife Guides. PBN and its developers shall be responsible for the designing, development, production, and maintenance of the Wildlife Guides.
- 2). Year 1 of the Agreement. During year 1 of this Agreement, PBN agrees to produce two (2) themed Wildlife Guides: one (1) themed Wildlife Guide (app) for the Apple platform and one (1) themed Wildlife Guide (app) for the Google platform. PBN will engage in the development of the Mobile Wildlife Guides and it will be made available to the consumer for free. PBN will also develop a Mobile Website Wildlife Guide with Informative Prompt that will be free of charge to the consumer.
- 3). Years 2 through 3 of the Agreement. During years 2 through 3 of this Agreement, if, based on market conditions, the parties mutually agree to the production of additional Wildlife Guides for Smartphone and Tablet platforms, such as Blackberry®, PBN agrees to produce the additional Wildlife Guides. The production of additional Wildlife Guides in years 2 through 3 shall extend the term of this agreement for three (3) years commencing upon the date of release and publication of the latest additional themed Wildlife Guide.

b. Content of the Wildlife Guides.

- 1). The App shall offer useful general information normally found on the public website. The information shall include all Wildlife Management Areas by activity, category or region, and detailed information on each WMA. The App shall also include:

- GPS Satellite Terrain Mapping and Guide
- Map Caching
- Compass
- Interactive email
- Contact information
- Social networking capabilities, including Twitter
- Personalized User Landmarks (Parking, camp, trail and many other POI's)
- State GIS location nearest the user
- Save Landmarks for future return visits
- "Alert" Communication Button
- Accessible Facilities
- Lists of species types, detailed profile info and where to find in state (GIS Mapping Data)
- Rules and Regulations per species type
- Watchable Wildlife Area locations and detailed information
- WMA's (Wildlife Management Areas) and PFA's (Public Fishing Areas) GPS mapping locations and detailed information
- OHRV and Snowmobile Information
- Boat Ramp GPS mapping locations
- Location Based Electronic Game Check - state will receive back valuable information electronically in real-time.
- Endangered & Threatened Species reporting from the field
- Sunset Calculator and Tide Charts
- Advanced GPS mapping system for on/offline use
- Mark Waypoint, photo waypoint and record tracks
- Friend Finder keeps users alerted to companions' whereabouts while hunting
- Safety and Alert Communication
- Event Calendar in real time
- Platform to communicate with end user in real time
- Photo and video sharing
- Longitude/Latitude and Altitude Positioning
- Link to the Agency's social network sites
- Pedometer and Path Trail Recorder
- News Alerts
- Weather conditions

-Licensing and permit platform capability

The use, design, production, and distribution of the Wildlife Guides shall be under the exclusive right of PBN. The Wildlife Guides may also contain advertisements supplied by PBN on behalf of the Wildlife Guides sponsors in accordance with the terms herein.

- 2). Costs. PBN shall solely be responsible for the costs associated with the development and production, distribution, and maintenance of the Wildlife Guides. PBN, at its sole cost, shall provide the Agency posters and other marketing collateral to help promote the download and use of the Wildlife Guides.
- 3). Insurance. PBN shall maintain adequate public liability insurance as required by law throughout the contract term as described herein. Insurance policies shall be endorsed to include the State as an additional insured with endorsement and hold the State harmless.

c. Distribution of the Wildlife Guides

- 1). Distribution of the Mobile Applications Wildlife Guides. The Mobile Applications Wildlife Guides will be made available via a Link on the Agency website, and related websites through which visitors will be directed to the PBN App Store where the Mobile Applications Wildlife Guides for a Smartphone may be downloaded. PBN shall design and provide the Link Button to the Agency. The Agency shall have twenty-one (21) calendar days from the day it receives the mock-up proof of the Link Button to review and approve the mock-up proof. If PBN does not receive any written response from the Agency within those twenty-one (21) calendar days of delivery of the Link Button's proof to the Agency, the Agency will be conclusively deemed to have consented to the Link Button and PBN may proceed as necessary to execute the terms of this Agreement regarding the Link Button.
 - 2). Agency Covenants. At all times during the Term of this Agreement, the Agency shall host a Link to the PBN App Store website on its homepage and any other pertinent webpage using the Link Button. The Agency shall use its best efforts in working with PBN's staff to ensure the Link Button located on the Agency's website will be live and fully functioning by the date of the Mobile Applications Wildlife Guides' launch.
 - 3). Costs. The Agency shall not charge PBN any fees for the placement of the Link to the PBN App Store on the Agency's website. PBN shall not charge the Agency any fees or costs associated with the Mobile Applications Wildlife Guides.
 - 4). Changes to Link Button. If the Agency desires changes to the Link Button, the Agency must notify PBN that it will be requesting changes to the Link Button within the initial twenty-one (21) day review period, after which, the Agency shall have an additional two (2) weeks from the date of delivery to request such changes in writing and submit them to PBN. Upon receipt of the revised mock-up proof, the Agency shall have seven (7) days to review and approve the mock-up in writing. If PBN does not receive any written response from the Agency within those seven (7) calendar days of delivery of the Link Button's revised mock-up proof to the Agency, the Agency will be conclusively deemed to have consented to the Link Button and PBN may proceed as necessary to execute the terms of this Agreement regarding the Link Button.
 - 5). Distribution of the Mobile Website Wildlife Guides. Agency shall make available its Website to be linked to The Mobile Website Wildlife Guide. Said link will include Informational Prompt. The Mobile website and prompt shall be linked via the web browser of a Smartphone or Tablet.
 - 6). Costs. PBN shall not charge the Agency any fees or costs associated with the Mobile Website Wildlife Guides. The Mobile Website Wildlife Guides will be accessible at no cost to the user.
- Promotion of the Wildlife Guides. The program shall be promoted by the Agency on its website along with any relevant avenues of public relations to increase visitor download. The Agency will be required to display its customized App icons and promote the download of applications on their home page, schedule, map page and coinciding themed WebPages on its website. The App icons will also be represented in coinciding themed print material (newsletters, magazines, brochures and maps) as well.

PBN will work with Apple/Google to increase public awareness and increase downloads through positioning, write-ups, review, ratings and promotions. The Public Relations Division of ParksByNature will launch a statewide multimedia public relations campaign in conjunction with the Agency designed to create awareness, enthusiasm, word of mouth, and public support for this unique product and potential revenue source for the participating Agency. In addition to the traditional media, PBN will utilize the latest social networking media on the internet – i.e.: facebook, twitter, flicker, myspace, etc., to increase public awareness and linkage to the Website and the Mobile App.

PBN will supply free printed material and placards for the Agency to be utilized at points of entry in the WMAs and throughout Agency facilities, other State agencies facilities, Wildlife Facilities and other points of interest to promote awareness and downloads. Any materials supplied by PBN must be pre-approved by Agency. Agency reserves the right to review these materials over a 21-day review period from the date of receipt of the material(s). Please see "d. Advertisements." (p. 4 of 6).

d. Advertisements.

PBN shall have the sole and exclusive right to solicit and obtain advertising for the Wildlife Guides and to publish advertisements in the Wildlife Guides on behalf of such sponsors. PBN shall have the sole right to determine the number, size, and placement of such advertisements in the Wildlife Guides. Sponsor platforms may include, but shall not be limited to, logo representation, company information, coupon offers, product updates, and online store promotions.

- 1). There shall be no advertisements of morally objectionable, controversial or illegal activities in the Wildlife Guides or advertisements for tobacco, gambling, alcoholic beverages.
- 2). Sponsors in the Wildlife Guides will be encouraged to submit advertisements that would educate visitors on the positive enjoyment of Nature and Wildlife;
- 3). PBN produced print, digital graphics, signage or public relations materials shall be approved by agency prior to printing or use. Agency shall make approval within 21 days of receiving the material(s).
- 4). The agency shall have the right to veto an advertisement deemed unacceptable.

5. General Provisions.

a. Rights of the Agency.

- 1). Agency's Approval of the Wildlife Guides. The Agency shall have the right to review and approve the final copy of the content and text materials for the Wildlife Guides for a period of thirty (30) calendar days from the day it receives the mock-up or proof of the Wildlife Guides. PBN shall supply the mock-up proof to the Agency in PDF format.
- 2). Mobile Technology Growth
 - a. PBN shall supply the most up-to-date technologies and features on the Wildlife Guides over the term of the agreement that is feasible in the current market.
 - b. PBN shall engage in new development of agency Mobile Application Wildlife Guides for other Smart Phone and Tablet platforms upon mutual agreement of both parties.
 - c. PBN shall continue research and development to enhance its Wildlife Guides.
 - d. PBN will be the mobile application concessionaire for the participating Agency and will have the exclusive on all technical advances pertaining to this program.

b. Agency's Representation and Warranty. The Agency represents and warrants to PBN that: (i) except for materials described in clause (ii) below, it is the sole owner of the copyright and all other rights, title, and interest to any Content provided by it to PBN for inclusion in Wildlife Guides and the Link Button, including but not limited to, text, artwork, and photographs, such that there will not be any copyright infringement or violation of any other rights belonging to any other person; and (ii) if such material is copyrighted by another person or entity, the Agency may, at its own expense, obtain any necessary license, approval or consent form from the copyright owner for the inclusion of such material in the Wildlife Guides and the Link Button, or the agency may decide to not allow PBN to use the copyrighted material and (iii) at all times herein, PBN and/or its contractors are the sole owners of all the rights, including copyrights, in the Wildlife Guides and related codes and the Agency has no interest in or ownership of the Wildlife Guides.

c. Confidentiality. To the extent allowable by law, the Agency agrees to maintain the confidentiality of information regarding PBN's Wildlife Guides. Such information includes, but is not limited to, all concepts, plans, models, programs, developments, and designs.

d. Not Partner, Agent, Nor Employee. Both parties are independent contractors in carrying out its duties hereunder, and nothing contained herein shall constitute PBN as an agent, partner, joint venturer, or employee of the Agency. Neither party is authorized to waive any right or to incur, assume or create any debt, obligation, contract or release of any kind whatsoever in the name of or on behalf of the other party. Neither party shall hold itself out as an agent of the other party nor make any statement or representation that such party has any authority to act on behalf of the other. Additionally, nothing in this Agreement shall prohibit the Agency from granting publishing or advertising rights to third parties of other materials that do not qualify as Wildlife Guides.

e. Notices. All notices provided for by this Agreement shall be made in writing either (i) by actual delivery of the notice into the hands of the parties thereunto entitled or (ii) by the mailing of the notice in the United States mail to the address, as stated below (or such other address as may have been designated by written notice), of the party entitled thereto, by certified or registered mail, return receipt requested. The notice shall be deemed received (i) on the date of its actual

receipt by the party entitled thereto or (ii) within three (3) business days after the date of deposit in the United States mail.

All communications hereunder, except as herein otherwise specifically provided, shall be in writing, and mailed or delivered to the following addresses:

If to PBN: Mr. Gregory A. Black
ParksByNature Network, LLC.
1431 Broadway 12th Floor
New York, New York, 10018

If to the Agency: Glenn Normandeau, Executive Director
N.H. Fish and Game Dept.
11 Hazen Drive, Concord, NH 03301
(603) 271-3511

- f. **Venue.** The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated in the State of the Agency.
- g. **Governing Law.** The rights and benefits conferred by this Agreement shall be subject to the laws of the State of the Agency.
- h. **State Compliance Laws.** The terms and conditions set forth in Exhibit B, State of NH Form P-37, if any, are incorporated by reference and shall be part of this Agreement. In the event of a conflict with any of the terms herein, Exhibit B's terms shall control.
- i. **Severability.** If any portion of this Agreement shall be held invalid or inoperative, then so far as is reasonable and possible, (i) the remainder of this Agreement shall be considered valid and operative and (ii) effect shall be given to the intent manifested by the portion held invalid or operative.
- j. **Modification or Amendment.** This Agreement may not be modified or amended except by written agreement by all the parties hereto.
- k. **PBN's Right to Sell or Subcontract.** PBN may sell or assign all or any portion of its right, title, and interest in this Agreement, and may subcontract or otherwise delegate any or all of its obligations hereunder.
- l. **Successors and Permitted Assigns.** This Agreement shall inure to the benefit of, and shall be binding upon, the permitted assigns, successors in interest, personal representatives, estates, heirs, and legatees of each of the parties hereto.
- m. **Entire Agreement.** This Agreement contains the entire understanding between the parties and supersedes any prior understanding or written or oral agreements between them respecting the subject matter thereof.
- n. **Force Majeure.** PBN is not liable for failure to perform its obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described in this paragraph.
- o. **Waiver.** Failure to insist upon strict compliance with any terms and conditions hereof shall not be deemed a waiver of any such term of condition, nor shall any waiver or relinquishment of such right, privilege or power on one or more occasions be deemed to constitute a waiver or relinquishment of such right, privilege, or power at any other time or times.
- p. **Power or Authority to Contract.** The Agency and PBN each represent and warrant, and the party signing this Agreement on behalf of each of them represents and warrants, that any action required to be taken by their respective officers and directors to make this Agreement a valid and binding contract has been taken, and that any consent required to be obtained from any other person to make this Agreement a valid and binding contract has been obtained, and that they are fully authorized and empowered to make this Agreement and are bound hereby. The Agency further represents and warrants that this Agreement is made with the full knowledge, support and approval of its Agency.
- q. **End User License Agreement.** PBN (Parks By Nature) shall require each end user to accept the terms and conditions of the following End User License Agreement.

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END USER LICENSE AGREEMENT

Pocket Ranger® Terms & Conditions

ParksByNature makes no guarantees, representations or warranties respecting the reliability of the Official State Pocket Ranger® application or any GPS data. This product is not FAA certified and must not be used for primary navigation. The Official State Pocket Ranger® application is not to be used for life safety applications, or for any other application in which the accuracy or reliability of the Official State Pocket Ranger® application could create a situation where personal injury or death may occur. ParksByNature specifically disclaims any and all liability, including without limitation, consequential and incidental damages, that may arise in any way from the use of or reliance on the Official State Pocket Ranger® application or any related data. I agree that my use of this software is governed by the terms and conditions of ParksByNature's End User License Agreement.

AGREE:

1. **Agreement.** This is a legal agreement between you and ParksByNature Network, LLC (“ParksByNature”) and its affiliates regarding your use of the Official State Pocket Ranger® application software and all data or content that is accessed or utilized by the Official State Pocket Ranger® software (collectively the “Software”). By installing or using the Software, you agree to be bound by the terms of this End User License Agreement (this “EULA”). If you do not agree to the terms of the EULA, you are not entitled to use the Software and must uninstall the Software from all of your devices.
2. **License.** Subject to the terms and conditions of this EULA, ParksByNature grants you a non-exclusive, non-transferable, non-assignable license (without right of sublicense) to install and use one copy of the Software on your personal mobile device, and to maintain one backup copy of the Software on your personal computer, solely in machine executable object code form and solely for your personal use.
3. **Restrictions.** The Software and any related documentation are protected by United States copyright law and international treaty provisions. You may not copy, modify, adapt, translate into any language, distribute, or create derivative works based on the Software without the prior written consent of ParksByNature. You may not rent, lease, or lend the Software to any person or entity. Any attempted sublicense, transfer, or assignment in violation of this EULA is void. You acknowledge that the Software contains proprietary trade secrets of ParksByNature and its suppliers. You agree not to decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Software by any means whatsoever, except to the extent the foregoing restriction is prohibited by applicable law.
4. **Ownership.** The Software is licensed, and not sold to you under this EULA. You have no ownership rights in the Software, Services or any related documentation. ParksByNature, its affiliates, and its suppliers retain all right, title, and interest in and to the Software and Services (including any changes, modification, or corrections thereto) and any related documentation.
5. **Suggestions.** If you elect to provide or make available to ParksByNature any suggestions, comments, ideas, improvements, or other feedback or materials related to any ParksByNature product or otherwise (collectively, “Suggestions”), ParksByNature will be free to use, disclose, reproduce, modify, license, transfer and otherwise utilize and distribute your Suggestions in any manner. You will be entitled to no compensation or credit for, nor gain any right, title or interest in or to, any ParksByNature changes to the Software or Services.
6. **Uploads.** The Software may provide functionality through which you are able to upload information (such as images, waypoints and tracks) about your use of the Software (collectively, “Uploads”) to ParksByNature’s servers and to notify others about the availability of your Uploads, for example by sending an email or posting to a social networking site such as Facebook® or Twitter® (the “Upload Service”). If you use such functionality, you authorize ParksByNature to retain your Uploads on its servers, to reproduce, publish and make your Uploads available to anyone you notify (whether directly or indirectly, such as via a social networking site) about the availability of your Uploads, and to disclose the user name you submitted with your Uploads. In addition to the Upload Service, the Software may provide functionality through which you are able to receive other services from ParksByNature (such other services and the Upload Service, collectively, the “Services”). ParksByNature will have no obligation to provide any Services, may change the form and nature of any Services at any time with or without notice to you, will have no liability whatsoever to you or cease providing any Services at any time with or without notice to you, and will have no obligation to retain your Uploads (or any other materials you may provide to ParksByNature) to you before deleting them from its servers.

7. **Storage.** The Software may provide functionality through which you are able to store information (such as images) on the device on which you are using the Software. ParksByNature will have no liability whatsoever to you or any third party for any failure of the Software to store any such information on such device.

8. **Personal Information.** Except as described in paragraph 9, 10, and 11 of this EULA and the ParksByNature Privacy Policy (<http://www.parksbynature.com/privacy-policy.php>), ParksByNature does not collect any personal information of the user or buyer however, by using the Software, you agree to the collection, retention and processing of limited technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the Software. ParksByNature may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies to you. ParksByNature does not store and process personal information on computers anywhere in the world. **Even though ParksByNature has taken steps intended to any of protect your personal information from being collected, intercepted, accessed, used, or disclosed by unauthorized persons, ParksByNature cannot fully eliminate security risks associated with your personal information and cannot guarantee that its systems will not be breached.**

9. **Pocket Ranger® Challenges & Games.** As provided in the ParksByNature Privacy Policy, participants in any of our “Pocket Ranger® Challenges & Games” must register with us through the Pocket Ranger® software or our affiliate sites. Those who do not participate in the Contest do not need to register with us. The registration process requires Contest participants to provide their legal name, create a username, and supply their email address and date of birth. The information supplied during the registration process may be shared with our third party partners. From time to time, Contest participants will receive benefits and incentive emails from us or our third party partners. No other personal information will be shared with our third party partners.

10. The Usernames of all Contest participants will be posted on a public scoreboard so that Contest participants may view the progress of other Contest participants. The Contest participants’ legal names and their email addresses will not be displayed or disclosed on the public scoreboard.

11. Games, Contests and Challenges that offer Prizes or Rewards, are open only in the United States, not including the District of Columbia and Puerto Rico, to legal residents of the United States who are 21 years of age or older at the time of entry. Sponsor, and Sponsor’s parent companies, subsidiaries, affiliates, advertising and promotion agencies, third party partners, and all of their respective officers, directors, employees, representatives and agents, and persons living in the same household of each, are not eligible to enter. The Contest is subject to all applicable federal, state and local laws and regulations. The Contest is void where prohibited or restricted by law.

12. Each individual Game or Challenge may have specific Terms and Conditions that are unique to that game and user agreement to those specific rules may be necessary and required.

13. Contest winners, by acceptance of the prize, except where legally prohibited, may have their legal names, pictures, voice, and/or likeness, biographical information, statements, prize information, and entry information used for advertising, trade, and promotional purposes at any time or times, in all media now known or hereafter discovered worldwide, without notice, review, or approval.

14. **Disclaimer of Warranty.** THE SOFTWARE AND SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” AND “WITH ALL FAULTS” AND THE ENTIRE RISK AS TO THE QUALITY, ACCURACY, EFFORT AND PERFORMANCE OF THE SOFTWARE AND SERVICES IS WITH YOU. SHOULD THE SOFTWARE OR SERVICES PROVE DEFECTIVE, PARKSBYNATURE DOES NOT HAVE ANY LIABILITY FOR THE SERVICING AND/OR REPAIR OF YOUR DEVICE OR THE

SOFTWARE. PARKSBYNATURE AND ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SOFTWARE AND SERVICES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR USE OF PURPOSE. PARKSBYNATURE AND ITS SUPPLIERS DO NOT WARRANT THAT THE SOFTWARE OR SERVICES WILL MEET YOUR REQUIREMENTS IN ANY RESPECT, OR THAT THE OPERATION OF THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ERRORS IN THE SOFTWARE OR SERVICES OR NONCONFORMITY TO ITS OR THEIR DOCUMENTATION CAN OR WILL BE CORRECTED. YOU ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION ARE A MATERIAL INDUCEMENT AND CONSIDERATION TO PARKSBYNATURE AND ITS SUPPLIERS TO GRANT THE LICENSE CONTAINED IN THIS EULA AND TO PROVIDE YOU WITH ACCESS TO THE SERVICES. PARKSBYNATURE DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE WEB SITES, PRODUCTS, SERVICES OR WRITTEN MATERIALS IN THE TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS OR OTHERWISE.

15. Warranty and Liability. ParksByNature makes no warranty and has no liability for any problems that may arise out of your negligence, lack of electricity, lack of signal or transmission strength supplied by your telecommunication supplier.

16. Use of Official State Pocket Ranger® is at the User's Own Risk. THE SOFTWARE AND SERVICES ARE NOT FAA CERTIFIED AND MUST NOT BE USED FOR PRIMARY NAVIGATION. THE SOFTWARE AND SERVICES MAY NOT BE USED FOR SAFETY OF LIFE APPLICATIONS, OR FOR ANY OTHER APPLICATION IN WHICH THE ACCURACY OR RELIABILITY OF THE SOFTWARE OR SERVICES COULD CREATE A SITUATION WHERE PERSONAL INJURY OR DEATH MAY OCCUR. DO NOT ATTEMPT TO CONFIGURE THE SOFTWARE OR INPUT INFORMATION WHILE DRIVING. FAILURE TO PAY FULL ATTENTION TO THE OPERATION OF YOUR VEHICLE COULD RESULT IN DEATH, SERIOUS INJURY, OR PROPERTY DAMAGE. BY USING THE SOFTWARE, YOU ASSUME ALL RESPONSIBILITY AND RISK.

17. Limitation of Liability. PARKSBYNATURE, ITS SUPPLIERS OR THE STATE OF DELAWARE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES WHATSOEVER, TO THE FULLEST EXTENT PERMITTED BY LAW (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTIONS, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS EULA, YOUR USE OF OR INABILITY TO USE THE SOFTWARE OR SERVICES, OR YOUR USE OF OR RELIANCE ON ANY DATA (INCLUDING GPS AND GIS DATA) YOU MAY ACCESS IN CONNECTION WITH YOUR USE OF THE SOFTWARE OF SERVICES, EVEN IF PARKSBYNATURE OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18. BY USING THE SOFTWARE AND SERVICES, YOU AGREE THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING, BUT NOT LIMITED TO, DEATH OR PHYSICAL INJURY, THAT YOU MAY SUSTAIN WHILE USING THE SOFTWARE AND SERVICES, AND THAT BY USING THE SOFTWARE AND SERVICES, YOU AGREE TO RELEASE, DISCHARGE, INDEMNIFY AND HOLD HARMLESS PARKSBYNATURE AND ITS DIRECTORS, REPRESENTATIVES, SPONSORS, AND VOLUNTEERS, OF ANY AND ALL LIABILITY FOR SUCH LOSS, DAMAGE OR DEATH ARISING FROM OR IN CONNECTION WITH USING THE SOFTWARE AND SERVICES.

19. **Third Party Partner Materials.** ParksByNature application(s) display, include or make available content, data, information, applications or materials from third parties (“Third Party Partner Materials”) or provide links to certain third party partner web sites. By using the ParksByNature application, you acknowledge and agree that ParksByNature, its employees, shareholders, independent contractors, sponsors and developers are not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such third party partner materials or web sites. ParksByNature does not warrant or endorse and does not assume and has no liability or responsibility to you or any other person for any such content. Third party partner materials and links to other web sites are provided solely as a convenience to you. You agree to use the ParksByNature application at your sole risk and that the ParksByNature shall not have any liability to you for any content that may be found to be offensive, indecent, or objectionable.

20. **Location Data.** Location data provided by any ParksByNature application is for basic navigational purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither ParksByNature, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability of the data or content displayed by any ParksByNature application.

21. **Proprietary Content.** You agree that any ParksByNature application contains proprietary content, information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not use such proprietary content, information or materials in any way whatsoever except for permitted use of the ParksByNature application. No portion of the ParksByNature application may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the ParksByNature application, in any manner, and you shall not exploit the ParksByNature application in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity. You further agree not to use the ParksByNature application in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that the ParksByNature is not in any way responsible for any such use by you, nor for any harassing, threatening, defamatory, offensive or illegal messages or transmissions that you may receive as a result of using any of the ParksByNature application.

22. **Exclusions.** Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent that ParksByNature may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of ParksByNature’s liability shall be the minimum permitted under such applicable law.

23. **Termination.** This EULA is effective until it is terminated. You may terminate this EULA at any time by destroying all copies of the Software and related documentation in your possession or under your control. This EULA will automatically terminate if you violate any of the terms of this EULA. Upon termination of this EULA, all license rights granted to you shall immediately terminate. However, all other provisions of this EULA shall survive such termination.

24. **Miscellaneous.** This EULA is the entire agreement between you and ParksByNature with respect to, and supersedes any previous oral or written communications or documents (including, if you are obtaining an update, any agreement that may have been included with an earlier version of the Software) concerning, the subject matter of this EULA. In no event shall any additional or inconsistent term in any purchase order or similar document submitted by you modify the terms of this EULA. This EULA is governed by the laws of the State of New York, USA, as such laws apply to contracts between New York residents entered into and performed entirely in New York (notwithstanding your place of residency). You agree that any dispute arising

from or relating to this EULA shall be brought exclusively in a court of competent jurisdiction, federal or state, located within the State of New York, County of New York, and in no other jurisdiction, and you hereby consent to personal jurisdiction and venue in, and agree to service of process issued or authorized by, any such court. This EULA will not be governed by the U.N. Convention on Contracts for the International Sale of Goods. If any provision of this EULA is found to be invalid or unenforceable, it will be enforced to the extent permissible and the remainder of this EULA will remain in full force and effect. Failure by ParksByNature to prosecute any right with respect to a default hereunder will not constitute a waiver by ParksByNature of the right to enforce rights with respect to the same or any other breach. ParksByNature reserves the right to change this Agreement at any time by publishing the revised Agreement on the ParksByNature Website. The revised Agreement shall become effective within thirty (30) days of such publication, unless you expressly accept the revised Agreement earlier by clicking on the accept button. Your express acceptance or your continued use of the ParksByNature Software after expiry of the notice period of thirty (30) days shall constitute your acceptance to be bound by the terms and conditions of the revised Agreement. You can find the latest version of this Agreement at www.ParksByNature.com.

25. Contact Us. You may contact us at ParksByNature Network LLC, 1350 Broadway, Suite 2400, New York, NY 10018, USA and visit www.ParksByNature.com.

26. End User Terms Required by Apple (if applicable). You acknowledge and agree that (i) this EULA is concluded between you and ParksByNature, and not Apple, Inc. ("Apple"); (ii) ParksByNature, and not Apple, is solely responsible for the Software; (iii) Apple has no responsibility whatsoever to furnish any maintenance and support services with respect to the Software; (iv) in the event of any failure of the Software to conform to any applicable warranty, you may notify Apple and Apple will refund the purchase price you paid for the Software; (v) to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Software; (vi) Apple is not responsible for any claims that you have arising out of your use of the Software; (vii) Apple will have no responsibility whatsoever for the investigation, defense, settlement or discharge of any third-party claim that the Software infringes that third party partner's intellectual property rights; and (viii) Apple and its subsidiaries are third party beneficiaries of this EULA and, upon your acceptance of this EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce this EULA against you as a third party beneficiary. You represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. YOUR USE OF THIS REAL TIME ROUTE GUIDANCE APPLICATION IS AT YOUR SOLE RISK. LOCATION DATA MAY NOT BE ACCURATE.

27. End User Terms Required by Microsoft (if applicable). ParksByNature licenses content from Microsoft Corporation ("Microsoft"). During your use of the Software you may encounter and use the Microsoft content, to which the additional terms and conditions found at <http://go.microsoft.com/fwlink/?LinkId-21969> will apply. All information collected by Microsoft in connection with your use of the Software (such as, but not limited to, your IP address, request, time of submission and the results returned to you) will be subject to the then-current Microsoft Online Privacy Statement, a current copy of which is available at <http://privacy.microsoft.com/en-us/fullnotice.aspx>.

28. End User Terms Required by the State of New Hampshire
PBN shall require each end user to accept the terms and conditions of the following End User License Agreement. You acknowledge and agree that (i) this EULA is concluded between you and ParksBy Nature, and not the State of New Hampshire; (ii) Parks ByNature, (iii) The State of New Hampshire is not responsible for any claims that you have arising out of your use of the software. YOUR USE OF THIS REAL TIME GUIDANCE APPLICATION IS AT YOUR SOLE RISK. LOCATION DATA MAY NOT BE ACCURATE.

Exhibit B

No Cost Contract.

Exhibit C

None.

Contractor Initials JB
Date 8/5/14

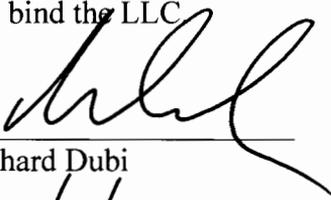


JUL 17 2014

LLC Certification of Authority

I, Richard Dubi hereby certify that I am a Member of ParksByNature Network LLC, a limited liability company under RSA 304-C and that Gregory A. Black is also a Member of ParksByNature Network LLC, and that I certify that he is authorized to bind the LLC.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that I currently occupy the position indicated and that I have full authority to bind the LLC

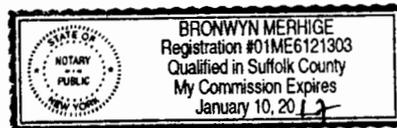
Signed: 
Richard Dubi
Date: 7/16/14

Signed: 
Gregory A. Black
Date: 7/16/14

State of New York, County of Suffolk

On this the 16th day of July, 2014, before me Richard Dubi and Gregory Black, the undersigned officer~~s~~, personally appeared ~~person~~, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

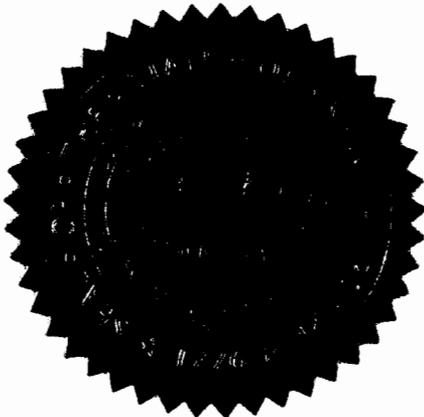




State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ParksByNature Network, LLC a(n) New York limited liability company registered to do business in New Hampshire on July 17, 2014. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of July, A.D. 2014

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

William M. Gardner
Secretary of State

Client#: 780088

PARKSBYNN

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/14/2015

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

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

PRODUCER USI Insurance Services - SCL 333 Earle Ovington Blvd., Suite 800 Uniondale, NY 11553	CONTACT NAME: PHONE (A/C, No, Ext): 516 419-4000 FAX (A/C, No): 877 727-5171 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Parks By Nature Network, LLC c/o John Melillo 1431 Broadway -12th Floor New York, NY 10018	INSURER A: Sentinel Insurance Company Ltd. 11000	
	INSURER B: Hartford Ins Co of the Midwest 37478	
	INSURER C: Executive Risk Indemnity Inc. 35181	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG	X	12SBAZH0538	08/09/2014	08/09/2015	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 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		12SBAZH0538	08/09/2014	08/09/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000		12SBAZH0538	08/09/2014	08/09/2015	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	12WECLX9357	08/12/2014	08/12/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000
C	Professional Liab		82225407	08/12/2014	08/12/2015	\$1,000,000 Each Claim \$1,000,000 Aggregate \$2,500 Retention

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 New Hampshire Fish and Game Dept. is included as an additional insured.

CERTIFICATE HOLDER New Hampshire Fish and Game Dept. 11 Hazen Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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