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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

45B

October 17, 2022

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

**REQUESTED ACTION**

Authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, Cannon Mountain to enter into a contract with Entabeni Systems (VC #420429), Granby Colorado in the amount of \$1,670,800 comprised of commission paid directly from ticket sales of \$660,000 and credit card fees and ticket card stock costs of \$1,010,800 for the Online Ticketing Platform at Cannon Mountain and Franconia Notch State Park with the option to renew for two additional three year periods, effective upon Governor and Executive Council approval through October 31, 2025. 100% Other Funds (Agency Income).

Funding for Fiscal Year 2023 is contingent upon Governor and Executive Council approval of a budget and expend request for \$1,125,000 included on this agenda and approved by the Joint Fiscal Committee on October 14, 2022, Item FIS 22-347. Funding is anticipated to be available in Fiscal Years 2024 through 2026, 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.

Funds are available in account Cannon Mountain as follows,

	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>Total</u>
03-035-035-351510-37030000-020-500213 – Stock In Trade	\$235,000	\$96,000	\$99,000	\$0	\$430,000
03-035-035-351510-37030000-020-500205 – Credit card processing fees	\$129,131	\$193,600	\$193,600	\$64,469	\$580,800
<b>Total</b>	<b>\$364,131</b>	<b>\$289,600</b>	<b>\$292,600</b>	<b>\$64,469</b>	<b>\$1,010,800</b>

**EXPLANATION**

Currently, Cannon Mountain operates an online ticketing system platform through a contract with Accesso, LLC. The current configuration of this platform entails the integration of this on-site and online sales and ordering software system application to function with a separate credit card processing and data reporting system called Siriusware which is a subsidiary of Accesso LLC. This current configuration presents frequent and consistent challenges relative to accurate reporting and reliability of system functionality, particularly with the credit card processing platform, driven mainly by a failure of Accesso and Siriusware to be able to successfully establish consistent and reliable data communication between the two systems. This has resulted in the need for labor-intensive manual reconciliation and data management, periodic and frequent loss of system functionality that has resulted in an inefficient and thus, poor experience for our guests, substandard reporting output that requires additional labor resources to perform external data reconciliations and an overall loss of reliable accuracy and integrity of the system functionality along with confidence by staff and customers as a result of the inconsistent performance we currently experience. The

current system also lacks current standards that exist industry-wide relative to modernized ticketing card holder technology and its advantages to both the customer and Cannon Mountain with particular emphasis on sales and use of guest-friendly reloadable and reusable Radio Frequency Identification (RFID) cards and the advantages of the controlled access and data gathering value relative to their use.

Cannon seeks to fully integrate and optimize all aspects of its ticketing, reporting, sales revenue collection and related operational business management practices, realizing not only a tremendous gain in efficiency relative to costs and time, but also gaining a new revenue source with the sale and use of new guest-friendly reusable and reloadable RFID cards, while maintaining the most modern ski and outdoor recreation industry standards. This system is mission critical to the sales and management of the operations of both the ski area and the state park's retail operations, allowing for fully integrated and thus, maximized integrity and accuracy of data and tracking, increased revenues, and controlled (scanned) lift access that has not previously been in place.

In April, 2022, Cannon's management team engaged in a nationwide search for a vendor that could design, build, install, equip, and support a fully integrated full-service sales platform encompassing the entirety of its sales, point-of-sale, controlled lift access, data collection, safety, security, and ad hoc reporting needs.

Specifically, the team wanted a vendor that could design and build a fully integrated and cloud-based online and on-site system to handle the sales of its day tickets, season passes, retail inventory, rental & repair sales and service, snow sports school day lessons, seasonal programs, and staff scheduling. In addition, we sought a system that will provide the on-site sales and point-of-sale hardware (*guest-facing and staff-facing monitors, keyboards, cameras, printers*) and software that is cloud-based and thus will not require additional cost for establishing a hardware infrastructure to operate a new platform, thus adding no new costs to Cannon. This new platform also provides the RFID cards we seek at the best price available, and the scanning equipment required to ensure controlled access to its lifts and collect real-time data relative to usage trends while also providing capability of security camera functionality at sales and lift access points and ski patrol data gathering solutions.

Entabeni will host a platform that will encompass all of these goals at no additional cost to Cannon relative to hardware and software implementation while acting as the bank of record, the merchant card provider of record, and the PCI compliance guarantor. They will provide all of the design, build, implementation, training, and ongoing system support in order to go live in time for the 2022/23 winter season. For their part, they will receive payment derived from revenue monthly from Cannon solely based upon its sales commissions and a percentage of credit card processing (on sales run through the system), plus the sale of the RFID cards to Cannon, with no extra charges or fees whatsoever for design, build, installation, equipment, hardware / software, training, upgrades, system or support during the term of the contract period. Entabeni will also replace the three current virtual servers maintained by DoIT in the data center.

Cannon and NH DoIT collaboratively developed RFB DNCR 2023-19 and posted it for both ski industry and IT industry vendors' consumption and prospective bidding. Two hundred-forty known ski industry and IT vendors were alerted to the posting, including the twelve most prominent sales solution providers within the ski and outdoor recreation industry. Nine vendors responded to the RFB with questions regarding the project and timeline, and two vendors attended the pre-bid meeting. Thirty questions were posed by various vendors, with responses being posted as an addendum to the RFB. Two vendors submitted bid packages, one of which was disqualified as being incomplete, as it did not meet the full scope of the RFB. Entabeni Systems was selected based upon the quality of its complete bid package, its stated and proven ability to complete this project in a timely manner, and its experience with meeting such needs as ours when dealing with other ski areas and outdoor recreation providers. Upon receiving a quality bid package and making a selection, Cannon and DoIT collectively put together CONTRACT DNCR 2023-19, which was reviewed extensively by DoIT, DAS, and the Attorney General's Office.

The alternative to entering this contract would be to continue with our current vendors (Siriusware-Elavon and Accesso-Passport), and therefore continue to deal with the frequent and consistent challenges relative to accurate reporting and system reliability along with the costs associated with operations, upgrades, maintenance, and usage.

This new system will eliminate the challenges as outlined and advance the technology at Cannon with the added implementation of RFID cards, security cameras, and scanning at ski lifts to collect vital data of guest usage while at the mountain. The new system will bring to us, the system management and tracking technology currently used widely throughout the ski industry.

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.

  
Sarah L. Stewart, Commissioner  
Department of Natural and Cultural Resources

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**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT of NATURAL and CULTURAL RESOURCES**  
**Division of Parks and Recreation**  
**Cannon Mountain Ski Area**  
**RFB DNCR 2023-19**  
**Closing Date: August 19 2022 at 4:00 PM**  
**Cannon Mountain Ski Area Management System**

Contractor Name and Address	Bid Amount
Entabeni Systems 21 Ten Mile Drive, Granby, CO 80446 970-333-4050	\$1,670,800.00
Gatemaster Technologies	Incomplete submission
Accesso-Passport Aspenware Axxess AG	Inquiry / Non-bidders
Cobblestone InTouch/Elevate ParaDocs Solutions	Inquiry / Non-bidders
SkiData, Inc.	Inquiry / Non-bidders

**BID PROCESS:** Cannon and NH DoIT crafted RFB DNCR 2023-19 and posted it for both ski industry and IT industry vendors' consumption and prospective bidding on August 4, 2022. Two hundred-forty (240) known ski industry and IT vendors were alerted to the posting, including the twelve (12) most prominent sales solution providers within the ski and outdoor recreation industry. Nine (9) vendors responded to the RFB with questions regarding the project and timeline by August 12, the deadline for question submission, and two (2) vendors attended the pre-bid meeting. Thirty (30) questions were posed by various vendors, both electronically and at the on-site meeting, with responses being posted as an addendum to the RFB. Two (2) vendors submitted bid packages by the deadline at COB on August 19. One (1) bid package was disqualified as being incomplete, as it did not meet the full scope of the RFB. Entabeni Systems was selected based upon the quality of its complete bid package, its stated and proven ability to complete this project in a timely manner, and its experience with meeting such needs as ours when dealing with other ski areas and outdoor recreation providers. Upon receiving a quality bid package and making a selection on August 22, 2022, Cannon and DoIT collectively put together CONTRACT DNCR 2023-19, which was to be reviewed extensively by DoIT, DAS, and the Attorney General's Office.  
 Evaluated by: John DeVivo- Cannon General Manager      Nicole Warren- DNCR DoIT Lead  
 Gregory Keeler- Cannon Marketing Director



**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](http://www.nh.gov/doit)

**Denis Goulet**  
*Commissioner*

October 19, 2022

Sarah L. Stewart, Commissioner  
Department of Natural and Cultural Resources  
172 Pembroke Road  
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 with Entabeni Systems of Granby, CO., as described below and referenced as DoIT No. 2023-019.

The purpose of this request is to enter into a contract with Entabeni Systems to design, build, install, and provide ongoing support of a cloud-based, vendor-supported, and purpose-built system. The system will manage Cannon Mountain and Franconia Notch State Park retail division's online and on-site ticket, season pass, ski school, retail, rental, and ski/snowboard repair sales, and its RFID card sales and usage tracking and lift access technology.

The price limitation will be \$1,670,800.00, effective upon Governor and Executive Council approval through October 31, 2025, with the option to renew for two (2) additional three (3) year periods.

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

Sincerely,

Denis Goulet

DG/RA  
DoIT #2023-019  
cc: Nicole Warren, DoIT - IT Lead

**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
**DIVISION OF PROCUREMENT AND SUPPORT SERVICES**  
**BUREAU OF PURCHASE AND PROPERTY**  
**STATE HOUSE ANNEX**  
**CONCORD, NEW HAMPSHIRE 03301-6398**

DATE: Oct 21, 2022

TO: CHARLES ARLINGHAUS, COMMISSIONER  
 DEPT. OF ADMINISTRATIVE SERVICES

<b>Requester:</b> <b>Donald Daley</b>	<b>Agency:</b> <b>DNCR - Parks &amp; Recreation</b>
<b>Commodity:</b> <b>946-Financial Services</b>	<b>Vendor:</b> <b>Entabeni Systems</b>
<b>RFB/RFP/RFQ (if applicable)</b> <b>DNCR 2023-19</b>	<b>Contract:</b> 8002054 JPMorgan Chase Bank NA, 8003028 First Data Merchant Services, 8002052 Givex USA
<b>Est. Amount:</b>	

**PERMISSION IS HEREBY REQUESTED TO WAIVE THE MANDATORY STATEWIDE CONTRACT USAGE PROVISION OF RSA 21-I:17-C, AND ADMINISTRATIVE RULE 600 FOR THE FOLLOWING REASONS:**

The Department of Natural and Cultural Resources, Division of Parks and Recreation, Cannon Mountain Ski Area and Franconia Notch State Park, is requesting a waiver from statewide merchant card services contracts 8002054 and 8003028, statewide gift card processing contract 8002052, and a future statewide contract for e-commerce solution. The Division has selected Entabeni Systems through the RFP process as a solution to consolidate the sales and operations management of both the ski area and the state park's retail operations, currently operating under three (3) separate contracts. Entabeni Systems will handle e-commerce functionality for online and on-site ticket, season pass, ski school, retail, rental, and ski/snowboard sales. In place of gift cards, RFID (radio-frequency identification) cards will act as day tickets and season passes as well as have cash value for retail purchases. Entabeni Systems will act as merchant of record, bank of record, credit card processor, and PCI compliance guarantor.

The expiration for this requested waiver is October 31, 2025.

**SUBMITTED FOR ACCEPTANCE BY:**



*DN: cn=Donald J Daley, o=Division of Procurement Support Services, ou=Merchant Card Program, email=donald.j.daley@das.nh.gov, c=US  
 Date: 2022.10.21 08:27:29 -04'00'*

**PURCHASING AGENT/SUPERVISOR**  
**DIVISION OF PROCUREMENT & SUPPORT SERVICES**

**REVIEWED FOR ACCEPTANCE BY:**

**COLIN S. CAPELLE, ADMINISTRATOR**  
**DIVISION OF PROCUREMENT & SUPPORT SERVICES**

**RECOMMENDED FOR ACCEPTANCE BY:**

**MATHEW T. STANTON, DEPUTY DIRECTOR**  
**DIVISION OF PROCUREMENT & SUPPORT SERVICES**

**APPROVED FOR ACCEPTANCE BY:**



*DN: cn=Gary S Lunetta, o=Dept Administrative Services, ou=Div Procurement & Support Services, email=Gary.S.Lunetta@das.nh.gov, c=US  
 Date: 2022.10.24 12:29:47 -04'00'*

**GARY S. LUNETTA, DIRECTOR**  
**DIVISION OF PROCUREMENT & SUPPORT SERVICES**

**ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.**



**CHARLES M. ARLINGHAUS, COMMISSIONER**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**

DATE 10/26/22



**STATE OF NEW HAMPSHIRE**

**Department of Natural and Cultural Resources**

**Division of Parks and Recreation**

**Cannon Mtn Ski Resort Management System**

**DNCR 2023-19**



**STATE OF NEW HAMPSHIRE**  
**Department of Natural and Cultural Resources**  
**Division of Parks and Recreation**  
**Cannon Mountain Ski Area and Franconia Notch State Park**  
**DNCR 2023-19 – Cannon Mtn Ski Resort Management System**

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**STATE OF NEW HAMPSHIRE**  
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**DNCR 2023-19 – Cannon Mtn Ski Resort Management System**  
**STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37**

**FORM NUMBER P-37 (version 12/11/2019)**


**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**

**I. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Natural and Cultural Resources Cannon Mountain Ski Area and Franconia Notch State Park		<b>1.2 State Agency Address</b> 260 Tramway Drive, Franconia, NH 03580	
<b>1.3 Contractor Name</b> Entabeni Systems		<b>1.4 Contractor Address</b> 21 Ten Mile Drive, Granby, CO 80446	
<b>1.5 Contractor Phone</b> 970-333-4050	<b>1.6 Account Number</b> 03-035-035-351510-37030000	<b>1.7 Completion Date</b> October 31, 2025	<b>1.8 Price Limitation:</b> \$1,670,800.00
<b>1.9 Contracting Officer for State Agency</b> John M. DeVivo (Cannon/FNSP Gen'l Mgr)		<b>1.10 State Agency Telephone Number</b> (603) 823-7722, x-750	
<b>1.11 Contractor Signature</b>  Date: 10/19/22		<b>1.12 Name and Title of Contractor Signatory</b> ERIC MOGENSEN PRESIDENT & CEO	
<b>1.13 State Agency Signature</b> Date: 10/24/2022 		<b>1.14 Name and Title of State Agency Signatory</b> Sarah L. Stewart, Commissioner	
<b>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> By: /s/ Christopher Bond On: 10/25/22			
<b>1.17 Approval by the Governor and Executive Council (if applicable)</b> G&C Item number: _____ G&C Meeting Date: _____			

**STATE OF NEW HAMPSHIRE**  
**Department of Natural and Cultural Resources**  
**Cannon Mountain Ski Area and Franconia Notch State Park**  
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**STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37**

**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

**STATE OF NEW HAMPSHIRE**  
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**Cannon Mountain Ski Area and Franconia Notch State Park**  
**DNCR 2023-19 – Cannon Mtn Ski Resort Management System**  
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Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely 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

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**Department of Natural and Cultural Resources**  
**Cannon Mountain Ski Area and Franconia Notch State Park**  
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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.

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Contractor Initials: EN

Date: 10/19/2022

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**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 – SPECIAL PROVISIONS

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**EXHIBIT A - SPECIAL PROVISIONS**

The terms outlined in the P-37 General Provisions are modified as set forth below:

**A.1 Provision 3, Effective Date/Completion of Services, is updated with the following addition:**

**3.3** The Term may be extended twice up to Three (3) years(s), ("Extended Term") each at the sole option of the State, subject to the parties prior written Agreement on applicable fees for each extended Term, up to but not beyond October 31, 2031, under the same terms and conditions, subject to approval of the Governor and Executive Council.

**A.2 Provision 5, Contract Price/Price Limitation/ Payment, is updated with the following addition:**

**5.5** The State's liability under this Agreement shall be limited to monetary damages not to exceed the contract price pursuant to Paragraph 5.2. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State. Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. 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.

**A.3 Provision 8, Event of Default/Remedies, is updated with the following addition:**

**8.2.5** give the Contractor a written notice specifying the event of Default, terminate the agreement as breached, and procure Services that are the subject of the Contract from another source and Contractor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

**A.4 Provision 9, Termination, is deleted and replaced with the following:**

**9. TERMINATION**

**9.1** Notwithstanding paragraph 8, the State may, at its sole discretion, and with written notice, terminate the Agreement for any reason, in whole or in part. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State shall be liable for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The



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Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

**9.2 Termination Procedure**

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

**9.2.2** After receipt of a notice of termination, and except as otherwise directed by the State, Contractor shall:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Contractor and in which the State has an interest;
- d. Take no action to intentionally erase any State data until directed by the State;
- e. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
- f. Implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties;
- g. Securely dispose/destroy of all requested data in all of its forms, such as disk, CD / DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-Special Publication (SP) 800-88 approved methods. Certificates of destruction shall be provided to the State; and
- h. Provide written Certification to the State that Contractor has surrendered to the State all said property and after 180 days has erased all State data.

**9.2.3** If the Contract has expired, or terminated prior to the Completion Date; for any reason; the Contractor shall provide, for a period up to ninety (90) days after the expiration or termination; all transition services requested by the State, at no additional cost, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate

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the orderly transfer of such Services to the State or its designees ("Transition Services").

9.2.4. This covenant in paragraph 9 shall survive the termination of this Contract.

**A.5 Provision 10, Data/Access/Confidentiality/Preservation, is updated with the following addition:**

**10.4** In performing its obligations under this Agreement, Contractor may gain access to Confidential Information of the State. Confidential Information includes any and all information owned or managed by the State of NH - created, received from or on behalf of any Agency of the State or accessed in the course of performing contracted Services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes but is not limited to Protected Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and Confidential Information. The Contractor shall not use the Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all Confidential Information.

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

**10.5** Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which:

- a. shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;
- b. was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party;
- c. is developed by the receiving Party independently of, or was known by the receiving Party prior to, any disclosure of such information made by the disclosing Party; or
- d. is disclosed with the written consent of the disclosing Party.

**10.6** A receiving Party also may disclose the disclosing Party's Confidential Information to the extent required by an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon Contractor regarding the Confidential Information, and

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Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

**10.7** Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State.

**10.8** This covenant in paragraph 10 shall survive the termination of this Contract.

**A.6** Provision 12; Assignment/Delegation/Subcontracts, is updated with the following addition:

**12.3** In the event that Contractor should change ownership for any reason whatsoever that results in a change of control of the Contractor, the State shall have the option of:

- a. continuing under the Agreement with Contractor, its successors or assigns for the full remaining Term of the Agreement or for such period of time as determined necessary by the State;
- b. immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.

**A.7** The following Provisions are added and made part of the P37:

**25. FORCE MAJEURE**

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

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

**26. EXHIBITS/ATTACHMENTS**

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

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**27. NON-EXCLUSIVE CONTRACT**

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this Agreement. Contractor shall make best efforts to coordinate work with all other State vendors performing Services which relate to the work or Deliverables set forth in the Agreement. The State intends to use, whenever possible, existing Software and hardware contracts to acquire supporting Software and hardware.

**28. GOVERNMENT APPROVALS**

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

**29. ORDER OF PRECEDENCE**

In the event of conflict or ambiguity among any of the text within this agreement, the following Order of Precedence shall govern:

- i. State of New Hampshire, Department of Natural and Cultural Resources Contract Agreement DNCR 2023-19
- ii. State of New Hampshire, Department of Natural and Cultural Resources RFB DNCR 2023-19 Cannon Mountain Ski Resort Management System
- iii. Contractor Proposal Response to Department of Natural and Cultural Resources RFB DNCR 2023-19 dated August 18, 2022
- iv. Additional Contractor Provided Documents (see Exhibit G)

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**EXHIBIT B – STATEMENT OF WORK (SOW)**

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**EXHIBIT B – STATEMENT OF WORK (SOW) BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

The Statement of Work, Business and Technical Requirements, and Deliverables are set forth below:

**1. STATEMENT OF WORK**

Contractor shall supply all labor, tools, transportation, materials, equipment, technical support for all the modules of the Ski Resort Management System and permits as necessary and required to perform services as described herein.

Contractor shall design, build, and install a comprehensive, cloud-based, custom-built and site-specific system for both online and on-site day ticket, season pass, retail, snow sports school, rental, and repair sales and services.

Contractor shall provide reloadable and reusable RFID cards and System will provide the following:

- Ability for customers to register and reload their RFID cards at Cannon locations through the POS system or via the on-line store;
- Technology must be incorporated throughout the system tracking all aspects of a customer's day at the mountain from ski ticket purchase, retail purchases, ski school, scanning at lifts and towers, etc.
- The Contract will not charge sales commissions on RFID cards that replace existing Gift Cards from previous system.
- Provide RFID reporting for all RFID card redemptions (online or in person) over a specified date range, that will include a list of each RFID card number, amount loaded onto the card, receipt number, recipient name and address, "To" and "From", and the purchaser's phone number;
- Upon request provide liability report for all unredeemed gift cards;
- Provide a web-based reporting system to allow DNCR access on demand to data for all transactions during a specified time period this report shall total transactions at the agency level, and individual sales location (operation and retail).
- Reporting should be able to be separated by hierarchal view and access. The reporting system should also allow for custom reporting for additional information requirements and queries.
- All monthly reports and other transactions management reports shall be available 24/7 via the website or via e-mail or file transfer as determine. Data should able be available in tab or comma delimited formats for exporting and importing into other report templates. Detailed reporting to the agency level including but not limited to the following information: # of cards issued and # of cards redeemed and amount, remaining card balances, date of issuance; what was purchased with activity /category codes, date and locations where the card was used.
- The RFID card system shall be a closed loop solution that is not dependent upon a specific processor. If the contract with ENTABENI expires or changes, there shall be no lapse in service to the customers holding gift cards or loss of the gift card values. Any contractor or provider changes shall be totally pain free and transparent to the consumer.

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**EXHIBIT B – STATEMENT OF WORK (SOW)**

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Contractor will provide all hardware (include spares for hardware failures), including but not limited to: guest-facing and staff-facing POS systems (20), ticket and season pass RFID card printers (6), receipt printers (20), card (RFID/barcode) scanning devices: 20 @ POS, 18 @ at lifts, 9 @ remote lift tower locations. All buildings have Internet access back to the State of NH core. The nine (9) ski lifts are WIFI enabled. There are five (5) primary buildings and the 9 lifts associated with the project. No data will be migrated from current system.

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**EXHIBIT B – STATEMENT OF WORK (SOW)**

**1. BUSINESS / TECHNICAL REQUIREMENTS**

<b>BUSINESS REQUIREMENTS</b>					
State Requirements			Contractor		
Req #	Requirement Description	Criticality	Contractor Response	Delivery Method	Comments
<b>GENERAL SPECIFICATIONS:</b>					
B1.1	Contractor will provide a hosted centralized Cannon Mountain Ski Resort Management System accessed through a web-based interface available 24 hours per day, 7 days per week, 365 days per year for State staff and guest.	M	Yes	Standard	
B1.2	Online store must have the "look and feel" Cannon Mountain web site.	M	Yes	Standard	Solution is customized for each resort
B1.3	The Solution must be a Contractor hosted PCI compliant website.	M	Yes	Standard	
B1.4	As the Merchant of Record, Contractor will electronically transfer all funds received on behalf of the State to the State's bank account on a daily basis.	M	Yes	Standard	Transfers happen daily on business days. Transfers do not happen on weekends or bank holidays
B1.5	All proceeds from the Cannon Mountain Ski Resort Management System are funds of the State of New Hampshire, which Contractor holds in trust. These proceeds shall not be co-mingled with personal, business or any other operating funds or diverted or used by Contractor for any purpose.	M	Yes	Standard	Entabeni holds funds in trust and disburses funds to resort the next business day
B1.6	With each EFT to the State bank, Contractor will provide electronic files to the NHDNCR containing fee details. The total dollar amount of each electronic file will equal the total dollar transferred less the transaction fees. The electronic data files will contain information such as, but not limited to, names, addresses and reservation confirmation number.	M	Yes	Standard	Entabeni holds funds in trust and disburses funds to the State the next business day. The funds disbursed is equal to the gross sales occurring since the end of the last business day. Cannon will be billed at the end of each month for Entabeni fees and credit card processing fees. State accepts – 9/19/2022.

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B1.7	Provide any and all associated hardware (Table 3.0 Proposed Hardware Specifications)/software required for guest-facing and staff-facing POS systems, RFID Cards, RFID card printers, receipt printers, RFID card/barcode scanners (hand-held and remote), and video / photo technology (without sound) at transaction points and scanning locations as part of design, build, and installation of entire system.	M	Yes	Standard	All hardware and software are provided as part of the standard operating fee. RFID cards, receipt paper and printer cleaning supplies are supplied by the Contractor at an additional fee. RFIS cards are custom printed, polycarbonate laminate, high quality cards, not paper cards used by other vendors.
B1.8	Provide spare equipment (according to Table 3.0 Proposed Hardware Specifications) to be stored on-site in the event of damage and immediately replace defective equipment.	M	Yes	Standard	Ample spare equipment is provided to the resort
B1.9	The Contractor Solution must accept Visa, MasterCard, Discover, AMEX, mobile payment services and debit cards on behalf of the State.	M	Yes	Standard	Entabeni Systems is the actual card processor
B1.10	All receipts must list the refund policy as well as the website prior to clicking submit or pay now.	M	Yes	Standard	
B1.11	A confirmation number is provided for all approved online payments.	M	Yes	Standard	
B1.12	Ability to track/process all required waivers (rentals, ski lessons, etc) and available to guest in person or online.	M	Yes	Standard	All waivers can be signed in person and on-site using Entabeni hardware
B1.13	Customer facing POS screens that allow for photo capture, signature capture, credit card storage, order summary, and tipping function.	M	Yes	Standard	
<b>Reports</b>					
B2.1	Solution must be able to provide multiple of "canned" reports (financial, statistical, demographic, ski school, retail and ticket sales, nursery, etc.) along with the ability to easily build own reports (ad-hoc) and modify existing ones with little to no training.	M	Yes	Standard	
B2.2	Ability to develop new reports (ad hoc) with accurate results from data that is inputted into the System.	M	Yes	Standard	
B2.3	Ability to export reports into Microsoft Excel or CSV.	M	Yes	Standard	
B2.4	Contractor will provide new custom reports as needed within a 30-day period from date of request for the report.	M	Yes	Custom	Entabeni has a process for supplying special



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					reports in under 30 days
B2.5	Provide ability to save frequently run reports.	M	No	Future	Currently runs automated reports, may request custom reports be added at any time. State accepts – 9/7/2022
<b>Ski School/Lifts/Patrol</b>					
B3.1	Provide the RFID technology and equipment to be used at Cannon's ski lifts and towers to track guest and their location.	M	Yes	Standard	
B3.2	System must track guest usage lessons, instructors, and levels.	M	Yes	Standard	
B3.3	System must include instructor scheduling module.	M	Yes	Standard	
B3.4	Instructors must be able to view their schedule.	M	Yes	Standard	
B3.5	Guests must be able to request lessons with specific instructors.	M	Yes	Standard	
B3.6	Plan and provide for ski patrol system use in the future via hand-held radio/cell phone device to record details and take photos and video at accident scenes.	M	No	Standard	Beta test winter 2022/2023, full release winter 2023/2024; Cannon may opt to be part of the beta test in 2022/23 or wait for full release in 2023/24. State accepts – 9/7/2022
<b>Rentals/Repair Shop</b>					
B4.1	Scanning technology of RFID cards and barcodes at POS.	M	Yes	Standard	
B4.2	System must provide DIN calculations and track inventory availability, service records, etc. as specified by staff.	M	Yes	Standard	System is 100% cloud based
B4.3	Repair module must include scanning equipment as required at each repair station.	M	Yes	Standard	
<b>Retail Module</b>					
B5.1	Inventory tracking of three retail locations (Aerial Tramway, Notchview Lodge, and Flume Gorge) with the ability to move inventory from one location to another.	M	No	Standard	This feature is in development now and will be ready for a Cannon launch (in 2022/23). State accepts – 9/7/2022
B5.2	Provide an e-Commerce solution for retail sales	M	Yes	Standard	Same e-commerce system is available system wide
<b>Training/Help Desk</b>					

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**EXHIBIT B – STATEMENT OF WORK (SOW)**

B6.1	Provide comprehensive support and training during design, build, installation, and testing phases.	M	Yes	Standard	
B6.2	Provide on-site technical support and training for opening week at Cannon Mtn - mid to late November, 2022.	M	Yes	Standard	Entabeni will provide significant resources on site during installation and opening
B6.3	Provide ongoing training/and or support for length of contract.	M	Yes	Standard	
B6.4	Provide Help Desk support 365x7 from 8am to 6pm EST. except designated holidays	M	Yes	Standard	
<b>APPLICATION REQUIREMENTS</b>					
<b>GENERAL SPECIFICATIONS:</b>					
A1.1	Provide any and all applicable usage, licensing, maintenance, and upgrades.	M	Yes	Standard	
A1.2	Contractor solution must be mobile friendly compatible with all mobile operating systems (IOS, Android, and Windows, etc.)	M	Yes	Standard	Entabeni is a mobile first design
A1.3	Contractors' solution must be responsive to any size screen when viewed on mobile, laptops, desktops, or tablets.	M	Yes	Standard	
A1.4	Ability to access data using open standards access protocol (please specify supported versions in the comments field).	M	Yes	Standard	
A1.5	Data is available in commonly used format over which no entity has exclusive control, with the exception of National or International standards. Data is not subject to any copyright, patent, trademark or other trade secret regulation.	M	Yes	Standard	
A1.6	Web-based compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1 and WCAG 2.1 AA	M	Yes	Standard	
<b>APPLICATION SECURITY:</b>					
A2.1	Verify the identity and authenticate all the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M	Yes	Standard	
A2.2	Enforce unique usernames.	M	Yes	Standard	
A2.3	Enforce complex passwords for Administrator Accounts in accordance with DoIT's statewide User Account and Password Policy.	M	Yes	Standard	
A2.4	Enforce the use of complex passwords for general users using capital letters, numbers and special characters in accordance with DoIT's statewide User Account and Password Policy.	M	Yes	Standard	

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A2.5	Encrypt passwords in transmission and at rest within the database.	M	Yes	Standard	
A2.6	Establish ability to expire passwords after a definite period of time in accordance with DoIT's statewide User Account and Password Policy.	M	Yes	Standard	
A2.7	Provide the ability to limit the number of people that can grant or change authorizations.	M	Yes	Standard	
A2.8	Establish ability to enforce session timeouts during periods of inactivity.	M	Yes	Standard	
A2.9	The application shall not store authentication credentials or sensitive data in its code.	M	Yes	Standard	
A2.10	Log all attempted accesses that fail identification, authentication, and authorization requirements.	M	Yes	Standard	
A2.11	The application shall log all activities to a server to prevent parties to application transactions from denying that they have taken place.	M	Yes	Standard	
A2.12	All logs must be kept for (90-days).	M	Yes	Standard	
A2.13	The application must allow a human user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Yes	Standard	
A2.14	Do not use Solution and System Services for anything other than they are designed for.	M	Yes	Standard	
A2.15	The application Data shall be protected from unauthorized use when at rest.	M	Yes	Standard	
A2.16	The application shall keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Yes	Standard	
A2.17	Subsequent application enhancements or upgrades shall not remove or degrade security requirements.	M	Yes	Standard	
A2.18	Utilize change management documentation and procedures.	M	Yes	Standard	
<b>PCI DSS COMPLIANCE</b>					
A3.1	Contractor attests that, as of the Effective Date of this RFB, it has complied with all applicable requirements to be considered PCI DSS compliant and has performed the necessary steps to validate its compliance with PCI DSS.	M	Yes	Standard	
A3.2	Contractor will supply the current status of the application's PCI DSS compliance status, and evidence of its most recent validation of compliance Attestation of Compliance.	M	Yes	Standard	

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A3.3	Contractor must comply with all credit card brand rules, as applicable, in regard to their environment. The Contractor will work with the State if any non-compliance issues occur to ensure proper remediation of any non-compliance issues. Contractor shall immediately notify the NH DoIT Chief Information Security Officer and the Merchant Card Administrator if it learns its application is no longer PA DSS compliant and shall immediately provide the DOIT Chief Information Security Officer of the steps being taken to remediate the non-compliance status. In no event should Contractor's notification to the DoIT be later than seven (7) calendar days after Contractor learns it is no longer PA DSS compliant.	M	Yes	Standard	
A3.5	Contractor must meet PCI DSS Requirement 12.8 of the latest edition, Service Provider.	M	Yes	Standard	
A3.6	The Contractor will run, at least, quarterly vulnerability scans according to PCI DSS requirement 11.2	M	Yes	Standard	Every 2 weeks
A3.7	Contractor agrees that it is responsible for the security of cardholder data that it possesses, including the functions relating to storing, processing, and transmitting of the cardholder data.	M	Yes	Standard	Contractor does not store, processor or transmit cardholder data. Credit card payments are redirected to WorldNet/Payroc..
A3.8	Contractor shall disclose any Nested Third-Party Service Provider (TPSP) that is a part of the Cardholder Environment and require an Attestation of Compliance on an annual basis and/or upon request from the Nested Third Party Service Provider.	M	Yes	Standard	Entabeni partners with WorldNet, which uses Payroc as their payment gateway.
A3.9					

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<b>TESTING REQUIREMENTS</b>					
<b>APPLICATION SECURITY TESTING</b>					
T1.1	All components of the Software shall be reviewed and tested to ensure they protect the State's web site and its related Data assets.	M	Yes	Standard	
T1.2	For web applications, ensure the application has been tested and hardened to prevent critical application security flaws. ( At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten ( <a href="http://www.owasp.org/index.php/OWASP_Top_Ten_Project">http://www.owasp.org/index.php/OWASP_Top_Ten_Project</a> ).	M	Yes	Standard	
T1.3	Provide the State with validation of 3rd party security reviews performed on the application and system environment. The review may include a combination of vulnerability scanning, penetraticn testing, static analysis of the source code, and expert code review (please specify proposed methodology in the comments field).	M	Yes	Standard	Sonar Cloud service is used for scanning of all applications. Scan are performed routinely and when any new code is written.
T1.4	Contractor shall provide documented procedure for migrating application modifications from the User Acceptance Test Environment to the Production Environment.	M	Yes	Standard	
<b>STANDARD TESTING</b>					
T2.1	The Contractor must test the software and the system using an industry standard and State approved testing methodology.	M	Yes	Standard	
T2.2	The Contractor must perform application stress testing and tuning.	M	Yes	Standard	
T2.3	The Contractor must define and test disaster recovery procedures.	M	Yes	Standard	

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<b>HOSTING-CLOUD REQUIREMENTS</b>					
State Requirements			Contractor		
Req #	Requirement Description	Criticality	Contractor Response	Delivery Method	Comments
<b>OPERATIONS</b>					
H1.1	Contractor shall provide an ANSI/TIA-942 Tier 3 Data Center or equivalent. 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 99.9%.	M	Yes	Standard	
H1.2	Contractor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission-based logins.	M	Yes	Standard	
H1.3	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	M	Yes	Standard	
H1.4	Contractor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	M	Yes	Standard	
H1.5	Contractor shall monitor System, security, and application logs.	M	Yes	Standard	
H1.6	Contractor shall manage the sharing of data resources.	M	Yes	Standard	
H1.7	Contractor shall manage daily backups, off-site data storage, and restore operations.	M	Yes	Standard	
H1.8	The Contractor shall monitor physical hardware.	M	Yes	Standard	
H1.10	The Contractor shall report any breach in security in conformance with State of NH RSA 359-C:20. Any person engaged in trade or commerce that is subject to RSA 358-A:3, I shall also notify the regulator which has primary regulatory authority over such trade or commerce. All other persons shall notify the New Hampshire attorney general's office.	M	Yes	Standard	

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<b>DISASTER RECOVERY</b>					
H2.1	Contractor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M	Yes	Standard	
H2.2	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M	Yes	Standard	
H2.3	Contractor shall adhere to a defined and documented back-up schedule and procedure.	M	Yes	Standard	
H2.4	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M	Yes	Standard	
H2.5	Scheduled backups of all servers must be completed regularly. The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M	Yes	Standard	
H2.6	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M	Yes	Standard	
H2.7	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Contractor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	M	Yes	Standard	
<b>HOSTING SECURITY</b>					
H3.1	The Contractor shall employ security measures ensure that the State's application and data is protected.	M	Yes	Standard	
H3.2	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M	Yes	Standard	
H3.3	All servers and devices must have currently supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.	M	Yes	Standard	

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H3.4	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M	Yes	Standard	
H3.5	The Contractor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.	M	Yes	Standard	
H3.6	The Contractor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Contractor' hosting infrastructure and/or the application upon request.	M	Yes	Standard	
H3.7	All servers and devices must have event logging enabled. Logs must be protected with access limited to only authorized administrators. Logs shall include System, Application, Web and Database logs.	M	Yes	Standard	
H3.8	Operating Systems (OS) and Databases (DB) shall be built and hardened in accordance with guidelines set forth by CIS, NIST or NSA.	M	Yes	Standard	
H3.9	The Contractor shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the Contractor learns of their occurrence.	M	Yes	Standard	
H3.10	The Contractor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.	M	Yes	Standard	



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<b>SERVICE LEVEL AGREEMENT</b>					
H4.1	The Contractor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes	Standard	
H4.2	The Contractor shall maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes	Standard	
H4.3	The Contractor shall repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	Standard	
H4.4	All hardware and software components of the Contractor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers.	M	Yes	Standard	
H4.5	The State shall have unlimited access, via phone or Email, to the Contractor technical support staff between the hours of 8:00am to 6:00pm-EST 365 x 7 except designated holidays.	M	Yes	Standard	
H4.6	<p>The Contractor shall conform to the specific deficiency class as described:</p> <ul style="list-style-type: none"> <li>• Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service.</li> <li>• Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service.</li> <li>• Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System;</li> </ul>	M	Yes	Standard	

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	Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.				
H4.7	<p>As part of the maintenance agreement, ongoing support issues shall be responded to according to the following:</p> <ul style="list-style-type: none"> <li>Class A Deficiencies - The Contractor shall have available to the State on-call telephone assistance; with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Contractor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;</li> <li>Class B &amp; C Deficiencies - The State shall notify the Contractor of such Deficiencies during regular business hours and the Contractor shall respond back within four (4) hours of notification of planned corrective action; The Contractor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract.</li> </ul>	M	Yes	Standard	
H4.8	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	Yes	Standard	
H4.9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Yes	Standard	
H4.10	If The Contractor is unable to meet the uptime requirement, The Contractor shall credit State's account in an amount based upon the following formula: (Monthly Sales Commission/30) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M	Yes	Standard	
H4.11	The Contractor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Yes	Standard	
H4.12	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Yes	Standard	

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H4.13	The Contractor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Yes	Standard	
<b>PROJECT MANAGEMENT</b>					
P1.1	Contractor shall participate in an initial kick-off meeting to initiate the Project.	M	Yes	Standard	
P1.2	Contractor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, milestones/critical events, task dependencies, and payment Schedule. The plan shall be updated no less than every two weeks.	M	Yes	Standard	
P1.3	Contractor shall provide detailed bi-weekly or monthly status reports on the progress of the Project, which will include expenses incurred year to date.	M	Yes	Standard	
P1.4	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation. (Define how- WORD format- on-Line, in a common library or on paper).	M	Yes	Standard	

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**2. ACTIVITY, DELIVERABLE, AND MILESTONE**

<b>ACTIVITY / DELIVERABLES / MILESTONES PRICING WORKSHEET</b>			
<b>ACTIVITY, DELIVERABLE, OR MILESTONE</b>		<b>DELIVERABLE TYPE</b>	<b>PROJECTED DELIVERY DATE</b>
<b>PLANNING AND PROJECT MANAGEMENT</b>			
1	Conduct Project Kickoff Meeting	Non-Software	11/5/2022
2	Work Plan	Written	11/5/2022
3	Project Status Reports	Written	Weekly
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written	11/5/2022
5	Deployment Plan	Written	11/5/2022
6	Training Plan	Written	11/5/2022
7	Business Continuity Plan	Written	11/5/2022
8	Documentation of Operational Procedures	Written	11/5/2022
<b>INSTALLATION</b>			
9	Provide Software Licenses (if needed)	Written	N/A
10	Provide Software/Hardware Installed, Configured, and Operational to Satisfy State Requirements	Software/hardware	12/7/2022
<b>TESTING</b>			
11	Conduct User Acceptance Testing	Non-Software	12/9/2022
12	Perform Production Tests	Non-Software	12/9/2022
13	Certification of 3 <sup>rd</sup> Party Pen Testing and Application Vulnerability Scanning	Non-Software	12/9/2022
<b>SYSTEM DEPLOYMENT</b>			
14	Conduct Training	Non-Software	11/15/2022
15	Cutover to New System	Non-Software	11/15/2022
16	Provide Documentation	Written	12/5/2022
17	Conduct Project Exit Meeting	Non-Software	12/5/2022
<b>ONGOING OPERATIONS</b>			
18	Ongoing Hosting Support	Non-Software	On-going
19	Ongoing Support & Maintenance	Software	On-going
20	Contractor shall supply to DNCR an Attestation of compliance at least annually and upon request.	Written	Annually
21	Contractor shall supply to DNCR an Attestation of Compliance on an annual basis and/or upon request from the Nested Third Party Service Provider.	Written	Annually

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**3. DELIVERABLE REVIEW AND ACCEPTANCE**

**4.1 Non-Software and Written Deliverables Review and Acceptance**

The Contractor shall provide a written Certification that a non-software, written deliverable (such as the Test Plan) is final, complete, and ready for Review. After receiving such Certification from the Contractor, the State will Review the Deliverable to determine whether it meets the requirements outlined in this Exhibit. The State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable, or its partial or conditional Acceptance of the Deliverable, within five (5) business days of the State's receipt of the Contractor's written Certification; provided that if the State determines that the State needs more than five (5) days, then the State shall be entitled to an extension of up to an additional ten (10) business days. If the State rejects the Deliverable or any portion of the Deliverable, or if any Acceptance by the State is conditioned upon completion of any related matter, then the State shall notify the Contractor of the nature and class of the Deficiency, or the terms of the conditional Acceptance, and the Contractor shall correct the Deficiency or resolve the condition to Acceptance within the period identified in the Work Plan. If no period for the Contractor's correction of the Deliverable or resolution of condition is identified, the Contractor shall correct the Deficiency in the Deliverable or resolve the condition within five (5) business days or such longer period as the State (in its sole discretion) may agree. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify the Contractor of its Acceptance, Acceptance in part, conditional Acceptance, or rejection thereof, with the option to extend the Review Period up to five (5) additional business days, or mutually agreed upon timeframe. If the Contractor fails to correct the Deficiency within the allotted period, the State may, at its option, continue reviewing the Deliverable and require the Contractor to continue until the Deficiency is corrected, or immediately terminate the Contract, declare the Contractor in default, and or pursue its remedies at law and in equity.

**4.2 Software Deliverables Review and Acceptance**

System/Software Testing and Acceptance shall be performed as set forth in the Test Plan and more particularly described in Acceptance and Testing Services described herein.

**4.3 Number of Deliverables**

Unless the State otherwise specifically agrees in writing, in no event shall the Contractor certify for testing and deliver to the State more than three (3) Deliverables for review or testing at one time. As the State accepts a Deliverable, an additional Deliverable may be presented for review but at no time can the Deliverables exceed three (3) at a time without the authorization of the State.

**4.4 Conditional and Unconditional Acceptance**

By accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System; in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

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**4. CHANGE ORDER**

The State may make changes, revisions or request enhancements to the Scope of Work at any time by written Change Order. The State originated changes, revisions or enhancements shall be approved by the Department of Information Technology. Within five (5) business days of Contractor's receipt of a Change Order, Contractor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, and the Work Plan.

Contractor may propose a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, and the Work Plan. The State shall acknowledge receipt of Contractor's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must review and approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the Parties are unable to reach an agreement in writing within 30 days of receipt of the Change Order.

Change orders resulting in an increase of Price Limitation, an extension of time for Contract completion or a significant change to the scope of the Contract may require approval by the Governor and Council.

A Change Order which is accepted and executed by both Parties, and if applicable approved by Governor and Council, shall amend the terms of this Agreement.

**5. IMPLEMENTATION SERVICES**

The Contractor shall employ an industry-standard Implementation strategy with a timeline set forth in accordance with the Work Plan:

- The Contractor shall manage Project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule Project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and Report status.
- The Contractor and the State shall adopt a Change Management approach to identify and plan key strategies, communication initiatives, and training plans.

**6. PROJECT MANAGEMENT**

The Contractor shall provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, and other documents used in the management and tracking of the project. The State believes that effective communication and Reporting are essential to Project success. The Contractor shall employ effective communication and Reporting strategies to ensure Project success. The Contractor Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

The Project requires the coordinated efforts of a Project Team consisting of both Contractor and State personnel. Contractor shall provide all necessary resources to perform its obligations under the Contract. Contractor is responsible for providing all appropriate resources and personnel to manage this Project to a successful completion.

The Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or

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misdeemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.

The State may, at its sole expense, conduct reference and background screening of the Contractor's Project Manager and Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement.

The Contractor shall be responsible for knowledge transfer between all Contractor project teams for all deliverables defined in this Project Agreement.

**7.1 The Contractor Key Project Staff**

**7.1.1: The Contractor's Contract Manager**

Contractor shall assign a Contract Manager who will be responsible for all Contract authorization and administration, including but not limited to processing Contract documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. Contractor's Contract Manager is:

Erik Mogensen, Managing Director.  
970-333-4050 cell  
erik@entabensystems.com

**7.1.2: The Contractor's Project Manager**

Contractor shall assign a Project Manager who is qualified to perform or supervise the Contractor's obligations under this Agreement. Contractor's Project Manager is:

Mark Schroetel, Chief Technology Officer  
484-239-0549 cell  
mark@entaber.isystems.com

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

Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as Contractor's representative for all administrative and management matters. Project Manager must be available to promptly respond during normal Business Hours within Four (4) hours of inquiries from the State, and be at the site as needed. Project Manager must work diligently and use his/ her best efforts on the Project.

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**7.1.3. Change of Project Manager**

Contractor may not replace the Project Manager or change its assignment of Project Manager without providing the State written notice and obtaining the prior approval of the State of the replacement Project Manager. State approvals for replacement of Project Manager shall not be unreasonably withheld. The replacement Project Manager is subject to the same requirements and Review as set forth above. Contractor shall assign a replacement Project Manager within ten (10) business days of the departure of the prior Project Manager, and Contractor shall continue during the ten (10) business day period to provide competent project management Services through a qualified interim Project Manager.

**7.1.4. The Contractor's Additional Key Project Staff**

The State considers the following individuals to be Key Project Staff for this Project:

Chandler Ooms  
Partner Success Manager

Justin McGowen  
Chief Product Officer

The State reserves the right to require removal or reassignment of Key Project Staff who are found unacceptable to the State. Contractor shall not change Key Project Staff commitments without providing the State written notice and obtaining the prior written approval of the State. State approvals for replacement of Key Project Staff will not be unreasonably withheld. The replacement Key Project Staff shall have comparable or greater skills than Key Project Staff being replaced.

**7.1.5. Termination for Lack of Project Management and Key Project Staff**

Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare Contractor in default and to pursue its remedies at law and in equity, if Contractor fails to assign a Project Manager and/or Key Project Staff meeting the requirements and terms of the Contract or if the State is dissatisfied with Contractor's replacement of the Project Manager and/or Key Project Staff.



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**7.2 The State Key Project Staff**

**7.2.1. The State Contract Manager**

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

The State's Contract Manager is:

John DeVivo, General Manager  
603-545-7741 cell  
john.m.devivo@dncr.nh.gov

**7.2.2. The State Project Manager**

The State shall assign a Project Manager.

The State's Project Manager is

Greg Keeler, Director of Sales and Marketing  
603-545-9706 cell  
gregory.j.keeler@dncr.nh.gov

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

- a. Leading the Project;
- b. Engaging and managing all Contractors working on the Project;
- c. Managing significant issues and risks;
- d. Reviewing and accepting Contract Deliverables;
- e. Invoice sign-offs;
- f. Review and approval of Change Orders;
- g. Managing stakeholders' concerns.

**7. WORK PLAN**

The Contractor's Project Manager and the State Project manager shall finalize the Work Plan within Seven (7) days of the Effective Date and further refine the tasks required to implement the Project. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers.

The preliminary Work Plan created by the Contractor and the State is set forth in this Section:

**1. Kickoff Meeting**

- a. Introduce all key personnel
- b. Implementation Process
  - i. Flexible scheduled based on:
    - 1. Operational needs/deadlines
    - 2. New insights gained during process
    - 3. Unforeseen delays/roadblocks.
  - ii. Module based

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4. Process will allocate resources to address most to least critical modules in a sequential manner
  5. Module implementation will be complete prior to moving to the next module
  6. In instances where there is no overlap of resources, multiple modules may be worked on concurrently
- c. Answer any lingering questions
- 2. CNS Basic Configuration/Activation**
- a. Core Cannon Admin staff and Entabeni Team will collect required basic information for CNS configuration
  - b. Entabeni Team will submit configuration form to Entabeni Engineers to complete CNS configuration
  - c. Cannon Team will work with their website host to update CNAME records for CNS
  - d. Entabeni Team to create core user accounts and permissions for Cannon system admins
- 3. Merchant Onboarding**
- a. Cannon will complete Merchant Onboarding pages in CNS
  - b. Entabeni will complete underwriting process for Cannon merchant account
  - c. Entabeni will run test transactions to verify credit card approvals, flow of funds to Cannon and deposit into Cannon's bank accounts
- 4. RFID Card Design/Order**
- a. Cannon will submit final RFID card design to Entabeni
  - b. Entabeni creates final RFID card proof for approval by Cannon
  - c. Cannon approves RFID proof
  - d. Cannon provides RFID quantity for order completion.
- 5. General Training Information**
- a. Training will be via zoom and include Cannon system admins
  - b. Entabeni will provide training on each topic and work through several examples with the Cannon Team
  - c. Cannon Team will complete the configuration once after the training session
  - d. Entabeni Team will provide support via Slack and Zoom during configuration
- 6. CNS Admin Configuration**
- a. Staff Management
  - b. Accounting Settings
    - i. General Settings
    - ii. Cashout Settings
    - iii. Tax Configuration
    - iv. Revenue Departments
    - v. Discounts
    - vi. Promo Codes

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- vii. Permission Codes
- viii. Tipping
- c. Account Settings
  - i. General
    - 1. Privacy Policy
    - 2. Signature Requests
    - 3. Confirmation Emails
    - 4. Failed Payment Emails
    - 5. Refund Policy
    - 6. Successful Collection Email Copy
  - ii. Rental
    - 1. Waivers
  - iii. Print Terminals
  - iv. Seasons
  - v. Blackout Dates
  - vi. Departments
- d. Items for Cannon to bring to training session:
  - i. List of GL Accounts to be used
  - ii. Knowledge of how the resor intends to track deferred and recognized revenue and which GL accounts will be used for these purposes
  - iii. Resort contact info to be used for guest communications/confirmations
  - iv. Verbiage for the following items:
    - 1. Privacy Policy
    - 2. Signature Requests
    - 3. Confirmation Emails
    - 4. Failed Payment Emails
    - 5. Refund Policy
    - 6. Successful Collection Email Copy
  - v. Rental waiver language
  - vi. POS locations and names
  - vii. List of departments
- e. Testing for CNS Configuration
  - i. Testing will involve:
    - 1. Review of inputted data by Entabeni
    - 2. Sending of test emails to verify functionality/appearance
    - 3. Checking for proper display of policies

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**7. Store basic setup**

- a. Pre-training setup
  - i. DNS setup for estore.cannonmt.com
- b. General
  - i. Digital assets
    - 1. Logo
    - 2. Color scheme
    - 3. Links
  - ii. Store configuration training
- c. Testing
  - i. Navigate to store
  - ii. Check logo and color appearance on all platforms

**8. Product Management Configuration**

- a. General
  - i. Age Variants
  - ii. Waivers
  - iii. Verifications
  - iv. SKU's
  - v. Items
  - vi. Products
  - vii. Ecommerce Products
  - viii. Availabilities
- b. Season Passes
  - i. General configuration
  - ii. Product specific configuration
  - iii. Items for Cannon to bring to training sessions:
    - 4. List of Season Pass products
    - 5. Description of Season Pass product use, functionality and restrictions
    - 6. Season Pass pricing
    - 7. Locations and dates for Season Pass, redemption and validations
  - iv. Testing for Season Pass and Ticket products
    - 8. Conduct test sale of each product
    - 9. Conduct validations of each products to verify proper function, access permissions and validations
- c. Tickets
  - i. General configuration
  - ii. Product specific configuration
  - iii. Other ticketed products (ex. Multi-session products)
    - 10. General configuration
    - 11. Product specific configuration
  - iv. Items for Cannon to bring to training sessions

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- 12. List of Ticket products
- 13. Description of Ticket product use, functionality and restrictions
- 14. Ticket pricing
- 15. Locations and dates for Ticket sales, redemption and validations
- v. Testing for Ticket products
  - 16. Conduct test sale of each product
  - 17. Conduct validations of each products to verify proper function, access permissions and validations
- d. Rentals.
  - i. General configuration
  - ii. Product specific configuration
  - iii. Items for Cannon to bring to training sessions
    - 18. List of Rental products
    - 19. Description of Rental product use, functionality and restrictions
    - 20. Rental pricing
    - 21. Current DIN charts for all bindings in use
    - 22. Locations and dates for Rental sales and redemption
  - iv. Test sales and redemptions for products created in training
  - v. Data Entry for all Rental inventory
  - vi. Testing for Rental products
    - 23. Conduct test sale of each product
    - 24. Conduct validations of each products to verify proper function, access permissions and validations
    - 25. Ensure DIN calculations are working as expected
- e. Snowsports School
  - i. General configuration
  - ii. Product specific configuration
  - iii. Items for Cannon to bring to training sessions
    - 26. List of Snowsports School products
    - 27. Description of Snowsports School product use, functionality and restrictions
    - 28. Ticket pricing
    - 29. Locations and dates for Snowsports School sales, redemption and validations
  - iv. Testing for Snowsports School products
    - 30. Conduct test sale of each product
    - 31. Conduct validations of each products to verify proper function, access permissions and validations
  - v. Instructor payroll and scheduling will be implemented at a later date.
- f. Retail
  - i. General configuration

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- ii. Product specific configuration
- iii. Items for Cannon to bring to training sessions.
  - 32. List of Retail products
  - 33. Description of Retail product use, functionality and restrictions.
  - 34. Ticket pricing
  - 35. Locations and dates for Retail sales, redemption and validations
- iv. Test sales for products configured in training
- v. Data Entry for all Retail products
- vi. Testing for Retail products
  - 36. Conduct test sale of each product
  - 37. Conduct validations of each products to verify proper function, access permissions and validations

9. **Hardware Installation**

a. POS

- i. Pre-Installation Requirements
  - 38. 3 Network connections at each location
  - 39. Power at each location
  - 40. Unrestricted internet access for each location
- ii. Mounting
  - 41. Review mountain locations for EFS and CFS at each location
  - 42. Mount hardware and screens
- iii. Peripherals
  - 43. Plug in RFID printer
  - 44. Pair keyboard and mouse
- iv. Testing
  - 1. Power on machines
  - 2. Verify OS and applications are running
  - 3. Test keyboard and mouse functionality
  - 4. Verify internet connection
  - 5. Verify ability to login
  - 6. Test RFID card reader on EFS and CFS
  - 7. Test Credit Card terminal
  - 8. Test QR reader on EFS and CFS
  - 9. Test print to card printer
- v. Training
  - 1. Logging in
  - 2. Application function
  - 3. Device components
  - 4. Consumables loading
  - 5. Troubleshooting

b. Hand Scanners

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- i. Pre-Installation Requirements
    - 1. Wifi or Cell connection at each scanning location
    - 2. Unrestricted internet access for each location
    - 3. Identify location for nightly collection and charging
  - ii. Configuration
    - 1. Connect scanners to internet
    - 2. Verify app settings
  - iii. Testing
    - 1. Verify connection to internet at each location
    - 2. Conduct test scans of RFID cards at each location
  - iv. Training
    - 1. App configuration
    - 2. End user operations
    - 3. Troubleshooting
- c. Tower I Readers
- i. Pre-Installation Requirements
    - 1. Network connection at each scanner location
    - 2. Unrestricted internet access for each location
    - 3. Power at each scanner location
  - ii. Configuration
    - 1. Connect scanners to internet
    - 2. Verify app settings
  - iii. Testing
    - 1. Verify connection to internet at each location
    - 2. Conduct test scans of RFID cards at each location
  - iv. Training
    - 1. Viewing scan data
    - 2. Reporting

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**8. ACCEPTANCE & TESTING SERVICES**

The Contractor shall provide end-to-end planning and preparation for testing and Acceptance of solutions throughout the Project. This shall include training, a detailed testing methodology which covers all "areas of testing" security, required staffing with clear roles and responsibilities, test cases and scripting with associated Data, status and results Reporting and Warranty Period.

**9. MAINTENANCE, OPERATIONS AND SUPPORT**

**10. System Maintenance**

The Contractor shall maintain and support the System in all material respects as described in the Contract, through the Contract Completion Date. The Contractor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

**11. System Support**

The Contractor must perform on-site or remote technical support in accordance with the Contract, including without limitation the requirements, terms, and conditions contained herein.

As part of the Software maintenance agreement, ongoing Software maintenance and support levels, including all new Software releases, shall be responded to according to the following:

**Class A Deficiencies** – The Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Contractor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;

**Class B & C Deficiencies** – The State shall notify the Contractor of such Deficiencies during regular Business Hours and the Contractor shall respond back within four (4) hours of notification of planned corrective action.

**12. Support Obligations**

The Contractor shall repair or replace Software and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract.

The Contractor shall maintain a record of the activities related to Warranty repair or maintenance activities performed for the State;

- a. For all maintenance Services calls, the Contractor shall ensure the following information will be collected and maintained:



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- i. nature of the Deficiency;
- ii. current status of the Deficiency;
- iii. action plans, dates, and times;
- iv. expected and actual completion time;
- v. Deficiency resolution information;
- vi. resolved by;
- vii. identifying number i.e. work order number; and
- viii. issue identified by; and.

b. The Contractor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:

- i. mean time between Reported Deficiencies with the Software;
- ii. diagnosis of the root cause of the problem; and
- iii. identification of repeat calls or repeat Software problems.

If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies as defined in the P-37 General Provisions, Provision 8, as well as to return the Contractor's product and receive a refund for all amounts paid to the Contractor, including but not limited to, applicable License fees, within ninety (90) days of notification to the Contractor of the State's refund request.

### 13. Contract Warranties and Representations

#### 14. System

The Contractor warrants that any Systems provided under this Agreement will operate and conform to the Specifications, terms, and requirements of this Agreement.

#### 15. Software

The Contractor warrants that any Software provided as part of this Agreement, including but not limited to the individual modules or functions furnished under the Contract, is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications and terms of the Contract.

For any breach of the above Software warranty; in addition to all its other remedies at law and in equity, at the State's option the Contractor shall:

- a. provide the correction of program errors that cause breach of the warranty, or if Contractor cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license if any and recover the fees paid to Contractor for the program license and any unused, prepaid technical support fees the State has paid for the program license; or
- b. the re-performance of the deficient Services, or

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- c. if Contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to Contractor for the deficient Services.

**16. Compatibility**

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

**17. Services**

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

**18. DATA PROTECTION**

Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the following conditions:

- a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and non-public information. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and non-public data of similar kind.
- b. All data obtained by the Contractor in the performance of this contract and all Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data.
- c. Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.
- d. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
- e. The Contractor shall not use any information collected in connection with the service issued from this Contract for any purpose other than fulfilling the service.

**11.1 Data Location**

The Contractor shall provide its Services to the State and its end users solely from data centers within the Continental United States. All storage, processing and transmission of State data shall be restricted to information technology systems within the Continental United States. The Contractor shall not allow its personnel or sub-contractors to store State data on portable devices, including personal computers, except as specified and allowed

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by the contract, and then only on devices that are used and kept at its data centers within the Continental United States. The Contractor shall permit its personnel and Contractors to access State data remotely only to provide technical support and as specified or required by the contract.

**11.2 Security Incident Or Data Breach**

The Contractor shall inform the State of any security incident or Data Breach in accordance with NH RSA Chapter 359-C:20: Notice of Security Breach.

- a. Incident Response: the Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.
- b. Security Incident Reporting Requirements: the Contractor shall report a security incident to the State identified contact immediately if it reasonably believes there has been a security incident.
- c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate State identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

**11.3 Breach Responsibilities**

- 11.3.1. This section only applies when a Data Breach occurs with respect to State data within the possession or control of the Contractor and/or the third party designee hosting the data as agreed upon by the Contractor and the State.
- 11.3.2. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.
- 11.3.3. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach the Contractor shall:
  - a. cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach;
  - b. promptly implement necessary remedial measures, if necessary; and
  - c. document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to

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make changes in business practices in providing the services, if necessary.

- 11.3.4. Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's breach of its contract obligation or the third party hosting company to encrypt Personal Data or otherwise prevent its release, the Contractor and/or the third party hosting company shall bear the costs associated with:
- a. the investigation and resolution of the Data Breach;
  - b. notifications to individuals, regulators or others required by State law;
  - c. a credit monitoring service required by State (or federal) law;
  - d. a website or a toll-free number and call center for affected individuals required by State law — all not to exceed the average per record per person cost calculated for Data Breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and
  - e. complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(a) through (e)] subject to this Contract's limitation of liability.

**11.4 Contract End-of-Life Transition Services**

- 11.4.1 Upon termination or expiration of the Contract the Parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to DNCR and, if applicable, the Vendor engaged by the DNCR to assume the Services previously performed by the Contractor for this section the new vendor shall be known as "Recipient". Contract end of life services shall be provided at no additional cost.
- 11.4.2 Ninety (90) days prior to the end-of the contract or unless otherwise specified by DNCR the Contractor shall begin working with DNCR and if applicable the new Recipient to develop a Data Transition Plan (DTP). DNCR shall provide the DTP template to the Contractor.
- 11.4.3 The Contractor shall use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its Sub-Contractors to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.
- 11.4.4 Should the data Transition extend beyond the end of the Contract, the Contractor and its Sub-Contractors agree Data Protection requirements and conditions

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defined in this Contract remain in effect until the Data Transition is accepted as complete by DNCR

11.4.5 11.4.5 Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of this contract, including certificate of data destruction.

11.4.6 In the event DNCR is not satisfied with the results of the Transition Service, DNCR shall notify the Contractor, by email, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the DNCR shall be entitled to initiate actions in accordance with this Contract.

## **19: SOFTWARE AGREEMENT**

The Contractor shall provide the State with access to the Software Licenses and Documentation set forth in the Contract, and particularly described Exhibit D: Software Agreement

## **20: ADMINISTRATIVE SERVICES**

The Contract shall provide the State with the Administrative Services set forth in the Contract, and particularly described in Exhibit E: Administrative Services

## **21. TRAINING**

The Contractor shall provide Training via zoom. Training will consist of:

- a. Cannon's system admins;
- b. Training on each topic (as defined above in the Work Plan) and work through several examples with the Cannon staff;
- c. Once trained, Cannon staff will complete the configuration of software modules;
- d. Entabeni Team will provide support via Slack and Zoom during configuration;
- e. Provide Help Desk support 365x7 from 8 AM – 6 PM EST, excepting designated holidays.

## **22. E-COMMERCE MERCHANT SERVICES**

22.1 As a SAQ-A-EP merchant the Contractor shall partially outsource their e-commerce payment channel to a PCI DSS validated third party (WorldNet/PayRoc) and will not electronically store, process, or transmit any cardholder data on their systems or premises.

22.2 The Contractor shall provide a website(s) that does not itself receive cardholder data, but which does affect the security of the payment transaction and/or the integrity of the page that accepts the consumer's cardholder data.

22.3 Contractor agrees to the following provisions:

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- a. Contractor only accepts e-commerce transactions;
- b. All processing of cardholder data, with the exception of the payment page, is entirely outsourced to a PCI DSS validated third-party payment processor;
- c. Contractor's e-commerce website does not receive cardholder data but controls how consumers, or their cardholder data, are redirected to a PCI DSS validated third-party payment processor;
- d. If merchant website is hosted by a third-party provider, the provider is validated to all applicable PCI DSS requirements (e.g., including PCI DSS Appendix A if the provider is a shared hosting provider);
- e. Each element of the payment page(s) that are delivered to the consumer's browser originates from either the merchant's website or a PCI DSS compliant service provider(s);
- f. Contractor does not electronically store, process, or transmit any cardholder data on their/State's systems or premises, but relies entirely on a third party(s) to handle all these functions;
- g. Contractor has confirmed that all third party(s) handling storage, processing, and/or transmission of cardholder data are PCI DSS compliant; and
- h. Any cardholder data the Contractor retains is on paper (for example, printed reports or receipts), and these documents are not received electronically.

22.4 Contractor shall disclose any Nested Third-Party Service Provider (TPSP) that is a part of the Cardholder Environment. Contractor shall document the Nested TPSP's allocation of liability, responsibility and costs relating to actions of outsourced contractors and/or notifying the Contractor regarding incidents. Department of Natural and Cultural Resources shall require an Attestation of Compliance on an annual basis and upon request from the Nested Third-Party Service Provider.

**23. TERMS AND DEFINITIONS**

Terms and Definitions applicable to this Contract are identified in Exhibit F: Terms and Definitions.

**24. CONTRACTOR'S CERTIFICATES**

Required Contractor Certificates are attached in Exhibit G.

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**EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

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**EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

The terms outlined in the Payment Schedule is set forth below:

**1. CONTRACT PRICE.**

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the amount indicated in P-37 General Provisions - Block 1.8: Price Limitation. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to the Contractor for all fees and expenses, of whatever nature, incurred by the Contractor in the performance hereof.

**2. TRAVEL EXPENSES**

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract. The Contractor must assume all travel and related expenses incurred by Contractor in performance of its obligations. All labor rates in this Agreement will be considered "Fully Loaded", including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and any additional out of pocket expenses.

**3. SHIPPING FEES**

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

**4. INVOICING**

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

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

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**5. INVOICE ADDRESS**

Invoices may be sent to:

Cannon Mountain Aerial Tramway and Ski Area  
Attn: Business Operations Manager  
260 Tramway Drive  
Franconia, NH 03580.

**6. PAYMENT ADDRESS**

Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury/state-vendors/index.htm>

**7. OVERPAYMENTS TO THE CONTRACTOR**

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

**8. CREDITS**

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

**9. PROJECT HOLDBACK**

The State shall withhold one month of sales commission for each Deliverable, except Software License fees, until successful conclusion of the Warranty Period.

**10. PAYMENT SCHEDULE**

**10.1 Contract Type**

**10.1.1. Activities / Deliverables / Milestones Pricing**

This is a Not-to Exceed Contract. The total Contract value is indicated in P-37 General Provisions - Block 1.8: Price Limitation for the period between the Effective Date through date indicated in P-37 General Provisions - Block 1.7: Completion Date. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State for the following activities appearing in the price and payment tables below:



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**EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

**10.1.2. Pricing**

Description	Year 1	Year 2	Year 3	Total
*Sales Commission (All revenue processed by system)	2%	2%	2%	
	\$220,000.00	\$220,000.00	\$220,000.00	\$660,000.00
Credit Card Fee's	(Interchange Rate + 8 basis pts + \$.08 transaction)			
	\$193,600.00	\$193,600.00	\$193,600.00	\$580,800.00
RFID Cost Cards	\$ .94 p/card	\$ .96 p/card	\$ .99 p/card	
	\$235,000.00	\$96,000.00	\$99,000.00	\$430,000.00
<b>Total Contract</b>	<b>\$648,600.00</b>	<b>\$509,600.00</b>	<b>\$512,600.00</b>	<b>\$1,670,800.00</b>

\* The vendor will not charge sales commissions on RFID cards that replace existing Gift Cards from previous system.

**10.1.3. Hardware Supplied**

	Make	Model	Quantity	Spares
POS System Guest and Staff facing	Entabeni	EFS V3	12	3
POS System Staff facing only	Entabeni	CFS V3	8	1
Receipt Printer	Entabeni	RP V3	20	4
Credit Card Swipe	Ingenico	Lane 3000	20	2
RFID Card Printer	Magic Card	Pronto	6	2
Handheld RFID/Bar Code Scanner for POS	Entabeni	CR V3	20	4
Handheld RFID Lift Access Scanners	Entabeni	HS V3	18	2
First Tower RFID Scanners	Entabeni	T1 V1	9	1
Video security cameras / photo technology (without sound) at transaction points and scanning locations.	WisNet	Various based on location	30	2
All hardware warranty for the life of the contract and spare list will be refreshed as needed.				

**10.1.4. Future Contractor Rates Worksheet**

The State may request additional Services from the Contractor. The State and Contractor agree that any additional work performed during the contract will be covered by the 2% sales commission rate collected by the Contractor.

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**EXHIBIT D – SOFTWARE LICENSE AGREEMENT**

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**EXHIBIT D – SOFTWARE LICENSE AGREEMENT**

The terms outlined in the Software License Agreement are set forth below:

1. **License Grant.** During the Subscription Term, the State will receive a nonexclusive, non-assignable, royalty free, worldwide right to access and use the Software solely for the State's internal business operations subject to the terms of the Contract and up to the number of licenses documented in the Contract.

The Parties acknowledge that this Contract is a services agreement and Contractor will not be delivering copies of the Software to Customer as part of the Contract.

2. **Software Title.** Title, right, and interest (including all ownership and intellectual property rights) in the Software provided under this agreement, and its associated documentation, shall remain with the Contractor.
3. **Documentation Copies.** Contractor shall provide the State with an electronic version in both Microsoft Word and PDF formats of the Software's associated Documentation. The State shall have the right to copy Documentation within its possession for its internal business needs. The State agrees to include copyright and proprietary notices provided to the State by the Contractor on such copies.
4. **Restrictions.** Except as otherwise permitted under the Contract, the State agrees not to:
  - a. Remove or modify any program markings or any notice of Contractor's proprietary rights;
  - b. Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein; or
  - c. Cause or permit reverse engineering, disassembly or recompilation of the programs.
5. **Viruses.** Contractor shall provide Software that is free of viruses, destructive programming, and mechanisms designed to disrupt the performance of the Software in accordance with the Specifications. As a part of its internal development process, Contractor will use reasonable efforts to test the Software for viruses.
6. **Audit.** Upon forty-five (45) days written notice, Contractor may audit the State's use of the programs at Contractor's sole expense. The State agrees to cooperate with Contractor's audit and provide reasonable assistance and access to information. The State agrees that Contractor shall not be responsible for any of the State's reasonable costs incurred in cooperating with the audit. Notwithstanding the foregoing, Contractor's audit rights are subject to applicable State and federal laws and regulations.
7. **Software Non-Infringement.** Contractor warrants that it has good title to, or the right to allow the State to use all Services, equipment, and Software, including any and all component parts thereof such as third-party software or programs that may be embedded in the Software ("Contracted Resources") provided under this Contract, and that such Services, equipment, and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

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**EXHIBIT D – SOFTWARE LICENSE AGREEMENT**

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

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

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

If Contractor believes or it is determined that any of the Contracted Resources may have violated someone else's intellectual property rights, Contractor may choose to either modify the Contracted Resources to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Contractor may end the license, and require return of the applicable Contracted Resources and refund all fees the State has paid Contractor under the Contract.

Unless specified otherwise in this agreement,

- a. Contractor will not indemnify the State if the State alters the Contracted Resources without Contractor's consent or uses it outside the scope of use identified in Contractor's user Documentation or if the State uses a version of the Contracted Resources which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Contracted Resources which was provided to the State at no additional cost. Contractor will not indemnify the State to the extent that an infringement claim is based upon any information design, Specification, instruction, Software, data, or material not furnished by Contractor. Contractor will not indemnify the State to the extent that an infringement claim is based upon the combination of any Contracted Resources with any products or services not provided by Contractor without Contractor's consent.
8. **Control of All Component Elements.** Contractor acknowledges and agrees that it is responsible for maintaining all licenses or permissions to use any third-party software, equipment, or services that are component parts of any deliverable provided under this agreement for the entire term of the contract. Nothing within this provision shall be construed to require Contractor to maintain licenses and permissions for Software acquired by the State directly or through third-parties which may be integrated with the Contractor's deliverables.
9. **Custom Software.** Should any custom source code be developed, Contractor shall provide the State with a copy of the source code, which shall be subject to the License rights. The State shall receive a worldwide, perpetual, irrevocable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of any custom developed software.

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**EXHIBIT E – ADMINISTRATIVE SERVICES**

**EXHIBIT E – ADMINISTRATIVE SERVICES**

**1. DISPUTE RESOLUTION**

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

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

Table E-1.			
DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE			
LEVEL	CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT	CUMULATIVE ALLOTTED TIME
Primary	Justin McGowen	Cannon-FNSP General Manager	5 Days
First	Mark Schroetel	DNCR Chief of Admin	10 Days
Second	Erik Mogensen	DNCR Commissioner	15 Days

The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other Party. Subsequent allotted time is days from the date that the original Invoking Party's notice is received by the other Party.

**2. ACCESS AND COOPERATION**

Subject to the terms of this Agreement and applicable laws, regulations, and policies, the State will provide the Contractor with access to all program files, libraries, personal computer-based Systems, Software packages, Network Systems, security Systems, and hardware as required to complete the contracted Services.

**3. RECORD RETENTION**

Contractor and its Subcontractors shall maintain all Project records including but not limited to books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Contractor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year.

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following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year Term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. Contractor shall include the record retention and Review requirements of this section in any of its subcontracts.

**4. ACCOUNTING**

Contractor shall maintain an accounting System in accordance with Generally Accepted Accounting Principles (GAAP). The costs applicable to the Contract shall be ascertainable from the accounting System.

**5. AUDIT**

The Contractor shall allow the State to audit conformance to the contract terms. The State may perform this audit or contract with a third party at its discretion and at the State's expense.

**6. MISCELLANEOUS WORK REQUIREMENTS**

**6.1 Access to State Systems**

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

**6.1.1. Computer Use**

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Contractor access or attempt to access any information without having the express authority to do so.
- c. That at no time shall Contractor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.
- d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times Contractor must use utmost care to

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protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by Contractor. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

- e. That if Contractor is found to be in violation of any of the above-stated rules, the Contractor may face default and termination under the Agreement and the individual may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.
- f. That computer use shall follow the State standard policy (Statewide Computer Use Policy is available upon request).

**6.1.2. Email Use**

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

**6.1.3. Internet/Intranet Use**

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

**6.2 State Website Copyright**

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

**6.3 Workspace Requirement**

The State will work with Contractor to determine requirements for providing necessary workspace and office equipment for Contractor's staff.

**6.4 Workplace Hours**

The Contractor's personnel shall work at whatever schedule it deems appropriate to execute the contract and complete the project, and in ongoing fashion, to provide the support necessary to ensure the success of the project for the duration of the contract and/or any extensions to it. Changes to this Schedule may be made upon agreement with the State Project Manager.

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**EXHIBIT F – TERMS AND DEFINITIONS**

**EXHIBIT F – TERMS AND DEFINITIONS**

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

TERM	DEFINITION
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Agreement	A Contract duly executed and legally binding.
Confidential Information	<p>Information required to be kept Confidential and restricted from unauthorized disclosure under the Contract. "Confidential Information" or "Confidential Data" means all private/restricted confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Protected Health Information and Personally Identifiable Information.</p> <p>Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of any state agency or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.</p>
Contract	An agreement between the State of New Hampshire and a Vendor which creates binding obligations for each party to perform as specified in the contract documents. Contract documents include the State P-37 General Provisions, and all Exhibits and attachments, which represent the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work.
Data	State records, files, forms, electronic information and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the contract term.
Data Breach	Data Breach means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for another than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Data Breach".

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	shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
Deficiency (-ies)/Defects	A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, code, or other), provided by the Contractor to the State or under the terms of a Contract requirement.
DNCR	Department of Natural and Cultural Resources
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Enhancements	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.
Hosted Services	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.
Hosted System	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosted Services.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
Implementation	The process for making the System fully Operational for processing the Data.
Non-Public Information	Information, other than Personal Information, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
Operational	Operational means that the System is ready for use and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued Acceptance.
Personal Information	"Personal Information" (or "PI") or "Personally Identifiable Information" (PII) means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal



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	or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name; etc.
<b>Project</b>	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
<b>Proposal</b>	A written plan put forth by a Contractor for consideration in response to a solicitation by the State.
<b>Security Incident</b>	"Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
<b>Services</b>	The work or labor to be performed by the Contractor on the Project as described in a contract.
<b>Software</b>	All Custom, SAAS and COTS computer programs and applications provided by the Contractor under the Contract.
<b>Software Deliverables</b>	All Custom, SAAS and COTS Software and Enhancements.
<b>Software License</b>	Licenses provided to the State under this Contract.
<b>Software-as-a-Service (SaaS)</b>	The capability provided to the State to use the Contractor's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
<b>Specifications</b>	Written details that set forth the requirements which include, without limitation, the RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
<b>State Data</b>	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State's hardware, the Contractor's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.

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State Fiscal Year (SFY)	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Contractor which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor.
System	All Software, specified hardware, interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Term	Period of the Contract from the Effective Date through the Completion Date identified in the P-37 General Provisions or termination.
Verification	Supports the confirmation of authority to enter a computer system application or network.
Warranty	The conditions under, and period during, which the Contractor will repair, replace, or compensate for the defective item without cost to the buyer or user. It also delineates the rights and obligations of both parties in case of a claim or dispute.
Warranty Period	A period of coverage during which the Contractor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Work Plan	Documentation that details the activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix B: <i>Business/Technical Requirements and Deliverables</i> . The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.

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**EXHIBIT G - ATTACHMENTS - CONTRACTOR CERTIFICATES**

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**EXHIBIT G - ATTACHMENTS - CONTRACTOR CERTIFICATES**

**1. CONTRACTOR CERTIFICATES**

- 1.1 Contractor's Certificate of Good Standing
- 1.2 Contractor's Certificate of Vote/Authority
- 1.3 Contractor's Certificate of Insurance

**Corporate Resolution**

I, Mark Schroete, hereby certify that I am duly elected Clerk/Secretary/Officer  
*(Name)*  
of Entabeni Systems. I hereby certify the following is a true of a vote taken at a  
*(Name of Corporation)*

meeting of the Board of Directors/shareholders, duly called and held on October 19, 2022, at which a quorum of the directors/shareholders were present and voting.

**Voted:** That Erik Mogensen, Managing Director (may list more than one person) is duly  
*(Name and Title)*


authorized to enter into contracts or agreements on behalf of Entabeni Systems  
*(Name of Corporation)*

with the State of New Hampshire and any of its agencies and departments and further is authorized to execute any documents which may in his/her judgment to be desirable or necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as the date of the contract to which this certificate is attached. This authority shall remain valid for thirty (30) days from the date of this Corporate Resolution. I further certify that it is understood the State of New Hampshire will rely on this certificate as evidence the person(s) listed above currently occupy the positions(s) indicated and that they have full authority to bind the corporation. To the extent that there are limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

**DATED:** October 19 2022

**ATTEST:**

  
CTO/OFFICER  
*(Name & Title)*

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ENTABENI SYSTEMS INC. is a Canada Profit Corporation registered to transact business in New Hampshire on September 12, 2022. 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: 908995

Certificate Number : 0005869552



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 12th day of September A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State



ENTASYS-01

TMSCHOLL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/19/2022

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.

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.

PRODUCER: Town and Country Insurance, Inc.
CONTACT NAME: Thad Scholl
PHONE: (970) 887-3030
INSURER A: Liberty Mutual
INSURED: Entabeni Systems

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

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

CERTIFICATE HOLDER: NH Department of Natural and Cultural Resources
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.