

PARTICIPATING ADDENDUM

MAILING EQUIPMENT, SUPPLIES, AND MAINTENANCE

Led by the State of Arizona

Contract No. CTR058805



PARTICIPATING ADDENDUM

This Participating Addendum (the "Participating Addendum") is entered into by and between the STATE OF NEW HAMPSHIRE, acting by and through its Department of Administrative Services ("Participating State"), and DMT SOLUTIONS GLOBAL CORPORATION, doing business as BlueCrest, a Delaware corporation with a principal place of business located at 37 Executive Drive, Danbury, Connecticut 06810 ("Contractor"). Participating State and Contractor are sometimes referred to herein singularly as a "Party" or collectively as the "Parties").

RECITALS

WHEREAS, the State of Arizona (the "Lead State"), acting on behalf of member states of the NASPO ValuePoint Purchasing Program, and Contractor entered into the NASPO ValuePoint Master Agreement for Mailing Equipment Supplies, and Maintenance (Contract No. CTR058805) having an effective date of May 15, 2022 (the "Master Agreement"), wherein Contractor agreed to provide mailing equipment, supplies, and other services ancillary thereto to Participating Entities upon the terms and conditions set forth in said Mater Agreement;

WHEREAS, Participating State is a member of the NASPO ValuePoint Purchasing Program; and

WHEREAS, Participating State desires to participate in Contractor's offering the goods and services under the Master Agreement subject to the terms and conditions of this Participating Addendum;

NOW, THEREFORE, in consideration of the foregoing recitals, the receipt and sufficiency of which are hereby conclusively acknowledged, the Parties hereby agree as follows:

1. Scope. This Participating Addendum governs Participating State's participation in the Master Agreement by and between Contractor and Lead State. This Participating Addendum shall cover all of the Products and Services offered by Contractor to Participating State under the Master Agreement. This Participating Addendum is not a purchase order nor is it a guarantee that Participating State will purchase any Products and Services from Contractor. The Parties agree that the terms and conditions of the Master Agreement shall be subject to the terms and conditions of this Participating Addendum.

2. Incorporation of Master Agreement. The terms and conditions of the Master Agreement are attached hereto as Exhibit A and incorporated herein by reference. All undefined capitalized terms used herein shall have the same meanings assigned to them in the Master Agreement. Certain other capitalized terms are defined elsewhere within the text of this Participating Addendum and, throughout this Participating Addendum, those terms shall have the meanings respectively ascribed to them. In the event of any conflict or inconsistency between the terms and conditions of this Participating Addendum and any terms and conditions set forth in the Master Agreement, the terms and conditions of this Participating Addendum shall prevail.

3. Participation; Authorized Purchasers. The Products and Services available for purchase under the Master Agreement by way of this Participating Addendum may be ordered and purchased by all departments, divisions, or other executive agencies eligible to use statewide contracts within the State of New Hampshire (each, an "Authorized Purchaser"). Contractor shall not accept, and Participating State shall not be obligated to pay for, Orders from any person or entity that is not authorized by Participating State to order or purchase any of the Products and Services offered by Contractor under this Participating Addendum and the Master Agreement. All determinations of eligibility to participate in the Master Agreement through this Participating Addendum are solely within the authority of Participating State's Procurement Officer identified in Section 14(b) below.

4. Effective Date of Participating Addendum. Notwithstanding any terms and conditions in the Master Agreement to the contrary, this Participating Addendum is subject to the approval of the Governor and Executive Council of the State of New Hampshire, and Participating State shall not be bound by the terms and conditions of this Participating Addendum or the Master Agreement until the date of such approval (the "Participating Addendum Effective Date").

5. Non-Exclusivity. This Participating Addendum is not exclusive, and Participating State may acquire the Products and Services available under the Master Agreement and this Participating Addendum from other third parties.

6. Term. The term of this Participating Addendum shall begin on the Participating Addendum Effective Date and end on May 15, 2025, unless terminated earlier in accordance with the terms and conditions of the Master Agreement or this Participating Addendum. In the event that Lead State and Contractor agree to extend the term of the Master Agreement, then Participating State shall have the option to extend the term of this Participating Addendum for an additional term not to exceed the extended term of the Master Agreement.

7. Orders: Equipment, Maintenance, Software, and Professional Services Order Forms. Any Order placed by Participating State for the Products and Services available from Contractor through this Master Agreement shall be deemed to be a sale under, and governed by the prices and other terms and conditions of, the Master Agreement and subject to the terms and conditions of this Participating Addendum. An Authorized Purchaser may Order software licenses and maintenance services available under the Master Agreement through the use of the following order forms:

- a. On-Site Maintenance Services Terms and Provisions, attached hereto as Exhibit B;
- b. BlueCrest Protect Service Terms and Provisions, attached hereto as Exhibit C;
- c. Application Software License Terms and Provisions, attached hereto as Exhibit D; and
- d. Professional Services License Terms and Provisions, attached hereto as Exhibit E.

In the event of any express conflict between the terms and conditions of this Participating Addendum and the terms and conditions of any of Contractor's order forms specified above, the terms and conditions of the Participating Addendum shall prevail.

8. Funds Available and Authorized; Non-Appropriation. Participating State's obligations under this Participating Addendum and the Master Agreement are subject to the availability of sufficient legislative appropriations allotments, or other expenditure authority and, if Participating State is expending federal funds, the availability of such federal funds. In the event of the reduction, elimination, or modification of the appropriation or availability of funding for this Participating Addendum, in whole or in part, Participating State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate this Participating Addendum immediately upon written notice to Contractor.

9. Independent Contractor. Contractor shall act at all times as an independent contractor, and not as an agent or employee of the Participating State, in the performance of its obligations under this Participating Addendum and the Master Agreement. Contractor shall not have any authority to legally bind Participating State. Neither Party shall make any statements, representations, or commitments of any kind or to take any action binding on the other except as expressly provided for herein or authorized in writing by the Party to be bound.

10. Invoice Requirements.

a. To request payment for each Order made hereunder, Contractor shall submit an original invoice to the office of the Authorized Purchaser that submitted the Order. The contents of the invoice must include, at a minimum, the following:

- i. Contractor's name and address;
- ii. Contractor's Federal Employer Identification Number;
- iii. Contractor's payment address;
- iv. The Order number; and
- v. A description of the Products and Services that Contractor delivered with, as applicable, the date, serial number, quantity, unit price, and total price of the Products and Services for which payment is sought.

b. If an invoice submitted by Contractor does not meet the requirements of this Section 10, then the Authorized Purchaser will send a written notice to Contractor that describes the defect or impropriety of the invoice and any additional information that Contractor needs to correct the invoice.

c. Participating State may request additional documentation from Contractor to support payment of any invoice. Contractor shall respond to any such requests within ten (10) calendar days of receipt. Participating State's payment obligations are conditioned upon receipt of an invoice that complies with this Section 10 and includes any supporting documentation as may be requested by Participating State.

d. Participating State's payment will not be due until thirty (30) calendar days after the latter of (i) receipt of an invoice that complies with this Section 10, the completion of the Services, or the delivery of the Products.

11. Termination; Default and Remedies.

a. Termination for Convenience. Participating State may terminate this Participating Addendum, including any unfulfilled Orders made hereunder, in whole or in part, at any time without cause by providing Contractor with thirty (30) calendar days' advance written notice.

b. Termination for Cause. If Contractor fails to perform under this Participating Addendum, including any Orders made hereunder, or fails to comply with any of the terms or conditions of this Participating Addendum, Participating State may, in its sole and absolute discretion, immediately terminate all or any part of this Participating Addendum, including any unfulfilled Orders made hereunder.

c. Other Remedies Preserved. Termination is not Participating State's exclusive remedy but will be in addition to any other rights and remedies available in law or in equity under this Participating Addendum and the Master Agreement. The exercise of any remedies hereunder will not constitute a termination of this Participating Addendum unless Participating State notifies Contractor in writing prior to the exercise of such remedy. Contractor shall also be liable for all costs and expenses, including attorney's fees and court costs, incurred by Participating State in enforcing the terms and conditions of this Participating Addendum.

d. No Liability Upon Termination. If this Participating Addendum is terminated for any reason, Participating State shall not be liable to Contractor for any damages arising from or related to the termination. In the event that Participating State terminates this Participating Addendum, Participating State shall not be liable to Contractor for any reason, except for the payment of the Products and Services ordered hereunder that are performed or delivered and accepted, as the case may be, in accordance with all terms and conditions of this Participating Addendum.

12. Access to Records. Contractor will maintain all fiscal records relating to this Participating Addendum in accordance with generally accepted accounting principles and will maintain all other records relating to this Participating Addendum in such a manner as to clearly document Contractor's performance hereunder. Participating State shall have access to such fiscal books and records of Contractor which relate to this Participating Addendum to perform examination and audits and to make copies of the same. Contractor will retain and keep accessible all such fiscal books and records writings for a minimum of six (6) years, or such longer period as may be required by applicable law following final payment and termination of this Participating Addendum, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Participating Addendum, whichever date is later.

13. Public Information.

a. Application of Right-to-Know Law. Participating State's obligations of confidentiality, if any, under the Master Agreement and this Participating Addendum are subject to disclosure pursuant to the New Hampshire Right-to-Know Law codified at RSA 91-A. Notwithstanding the terms and conditions set forth in Section 13(b) below, Participating State shall have the sole and final authority as to whether the disclosure of any information relating to the transactions contemplated in this Participating Addendum or the Master Agreement is required under RSA 91-A.

b. Contractor's Designation of Trade Secrets and Confidential Information. If Contractor considers any portion of the materials disclosed to Participating State to be confidential or protected as a trade secret, Contractor must clearly designate that portion of the material as "CONFIDENTIAL," "TRADE SECRET," or any other language of similar import when submitted to Participating State. In the event that Participating State receives any request made pursuant to RSA 91-A that seeks the disclosure of materials designated by Contractor as being confidential or protected as a trade secret, and Participating State determines that the provisions of 91-A require the disclosure of the materials so designated, Participating State will notify Contractor of the following:

- i. The scope of the information sought through the request;
- ii. A description of the materials that Participating State will disclose in response to the request;
- iii. A description of the materials, if any, that are exempt from disclosure under the Right-to-Know Law pursuant to RSA 91-A:5 or any other applicable exception or exemption to the Right-to-Know Law; and
- iv. The date upon which Participating State will disclose the materials to the RSA 91-A requestor.

If Participating State concludes that the disclosure of materials designated by Contractor as being confidential or protected as a trade secret is required under RSA 91-A, Contractor shall be responsible for taking whatever appropriate legal action it deems necessary to prevent such disclosure to the RSA 91-A requestor. Notwithstanding the preceding sentence, any and all claims against Participating State pursuant to RSA 91-A are subject to the terms and conditions set forth in Sections 20 through 22 of this Participating Addendum to the fullest extent permitted by law.

14. Primary Contacts; Notice. The Parties' respective primary points of contact for this Participating Addendum are the individuals named below as follows:

a. Contractor.

Name:	Susan Gabrielsen
Address:	37 Executive Drive, Danbury, CT 06810
Telephone:	(914) 262-3456
Email:	susan.gabrielsen@bluecrestinc.com

b. Participating State.

Name:	Steven Burgess
Address:	25 Capital Street, Concord, NH 03301
Telephone:	(603) 271-2009
Email:	steven.h.burgess@das.nh.gov

Except as otherwise expressly provided by law, any and all notices or other communications required or permitted to be given pursuant to this Participating Addendum shall be in writing and shall be deemed to be delivered when sent by U.S. mail, postage prepaid, or by email to each Parties' respective primary contracts identified above. Each Party may change its respective primary contacts by providing written notice of such change to the other Party in the manner specified by this Section 14.

15. Usage Reporting. Contractor shall submit quarterly usage reports for analysis by Participating State's Procurement Officer identified in Section 14(b) above for each quarter during the term of this Participating Addendum as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

Each quarterly usage report shall be submitted electronically in a ".xls" or "CSV" format and shall be organized by Authorized Purchaser. In addition, each quarterly usage report shall include, at a minimum, the following information:

- a. Participating State's number assigned to this Participating Addendum, if any, and the number assigned to the Master Agreement;
- b. The names of all Authorized Purchasers that placed an Order under this Participating Addendum during the reporting period;
- c. A description of the Products and Services purchased by each Authorized Purchaser as well as the total price for each Order;
- d. The total price of all Orders during the reporting period; and
- e. Any other information as Participating State may reasonably request.

16. Click Through Terms and Conditions. If either Party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to any Products or Services ordered hereunder (each an "Electronic Ordering System"), the Parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of Participating State do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of this Participating Addendum. Accordingly, where Participating State is required to "click through," otherwise accept, or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where Participating State is required to accept or be made subject to any terms and conditions in accessing or employing any Products or Services, those terms and conditions will also be void.

17. Insurance. Contractor shall, at its own expense, obtain and continuously maintain in full force throughout the term of this Participating Addendum, the following types of insurance coverage:

- a. Commercial general liability insurance against all claims of bodily injury, death, or property damage in an amount of not less than One-Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two-Million and 00/100 Dollars (\$2,000,000.00) in the aggregate; and
- b. Workers' compensation insurance as required by applicable workers' compensation laws for persons performing work under this Participating Addendum with limits not less than Five-Hundred Thousand and 00/100 Dollars (\$500,000.00) per accident.

Contractor shall provide Participating State with certificates of insurance for all insurance required under this Section 17 before furnishing any Products or Services pursuant to the Master Agreement and this Participating Addendum.

18. Equal Employment Opportunity. Contractor shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to Contractor, this Participating Addendum, and any Orders made under this Participating Addendum, as may be modified or adopted from time to time. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to this Participating Addendum and the Orders made hereunder:

- a. Titles VI and VII of the Civil Rights Act of 1964, as amended;
- b. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended;
- c. The Americans with Disabilities Act of 1990, as amended;
- d. Executive Order 11246, as amended;
- e. The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended;
- f. The New Hampshire Law Against Discrimination, RSA 354-A, as amended;

- g. All regulations and administrative rules established pursuant to the foregoing laws; and
- h. All other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

19. Participating State's Set-Off Rights. Notwithstanding any terms and conditions contained herein to the contrary, Participating State shall have and retain all of its common law, equitable, and statutory rights of set-off. These set-off rights shall include, but not be limited to, Participating State's option to withhold any monies due to Contractor under this Participating Addendum up to any amounts due and owing to Participating State with regard to this Participating Addendum, or any other contracts or agreements between Contractor and Participating State, plus any amounts due and owing to Participating State for any other reason, including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto.

20. Indemnification. Notwithstanding any terms and conditions set forth herein to the contrary, Contractor shall indemnify and hold Participating State harmless from and against, and to reimburse Participating State for, any and all liabilities, penalties, assessments, judgments, claims, demands, debts, obligations, fines, damages, losses, fees and expenses, including attorney's fees and litigations costs (collectively, "Damages"), suffered or incurred by Participating State arising from any acts or omissions of Contractor in the performance of its obligations under this Participating Addendum, provided that such Damages are not caused by the sole negligence of Participating State. The terms and conditions of this Section 20 shall survive the expiration or termination of this Participating Addendum.

21. Limitation of Liability. To the fullest extent permitted by law, the Parties agree that in no event will either Participating State or Contractor, together with its respective officials, agents, and employees, be liable for any indirect, incidental, special, or consequential damages, including, without limitation, lost profits, even if such party had been advised, knew, or should have known of the possibility of such damages.

22. Sovereign Immunity Preserved. Notwithstanding any terms and conditions set forth herein to the contrary, this Participating Addendum shall not be construed as a waiver of Participating State's sovereign immunity, which is hereby reserved by Participating State. The terms and conditions of this Section 22 shall survive the expiration or termination of this Participating Addendum.

23. Successors and Assigns. The promises and covenants herein contained shall bind, and the benefits and advantages shall inure to, except as herein specifically limited, the respective successors and assigns of the Parties.

24. Governing Law. The Parties acknowledge and agree that this Participating Addendum and the rights, obligations, and liabilities of the Parties hereunder, including matters of construction, validity, and performance, shall be exclusively governed by the laws of the State of New Hampshire without regard to any choice of law or conflict of law, rules, or provisions (whether of the State of New Hampshire or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New Hampshire.

25. Consent to Jurisdiction and Venue. The Parties hereby irrevocably and unconditionally (a) submit to exclusive personal jurisdiction in the Superior Courts of the State of New Hampshire over any suit, action, or proceeding arising out of or relating to this Participating Addendum, and (b) waive any and all personal rights under the laws of any other state to object to jurisdiction within the Superior Courts of the State of New Hampshire. The Parties agree that the only proper venue for any suit, action, or proceeding arising out of or related to this Participating Addendum shall be in the state courts of the State of New Hampshire.

26. Severability. If any term or condition of this Participating Addendum or the application thereof to any party or circumstance shall to any extent be invalid or unenforceable, the remainder of this Participating Addendum, or the application of such term or condition to the Parties or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and condition of this Participating Addendum shall be valid and enforceable to the maximum extent permitted by law.

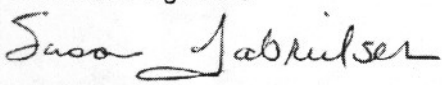
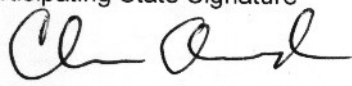
27. Waiver. No delay on the part of Participating State in the exercise of any right or remedy hereunder shall operate as a waiver thereof, and no single or partial exercise by Participating State of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy; nor shall any amendment, modification, or waiver of any of the provisions of this Participating Addendum be binding upon Participating State except as expressly set forth in a writing duly signed and delivered by an authorized agent of Participating State. No action of Participating State permitted hereunder shall in any way affect or impair the rights of Participating State or the obligations of Contractor under this Participating Addendum.

28. Merger. This Participating Addendum, together with the Master Agreement, is intended by the Parties as the final, complete, and exclusive understanding of the Parties hereto. All prior or contemporaneous promises, agreements, and understandings, whether oral or written, are deemed to be superseded by this Participating Addendum, and no Party is relying on any promise, agreement, or understanding not set forth in this Participating Addendum. This Participating Addendum may not be amended or modified except by a written instrument describing such amendment or modification executed by the Parties hereto.

29. Construction. The recitals set forth at the outset of this Participating Addendum are a part of this Participating Addendum, as fully as if set forth in their entirety in the body hereof. The captions or headings in this Participating Addendum are for ease of reference only, and no caption or heading shall affect in any way the interpretation, meaning, or construction of this Participating Addendum. Wherever used, the singular shall include the plural, the plural the singular, and the use of any gender or the neuter shall be applicable to all genders and the neuter. References to a person or entity are, unless the context otherwise requires, also to its owners, members, managers, shareholders, officers, directors, affiliates, heirs, executors, legal representatives, agents, successors, and assigns as applicable. As used in this Participating Addendum, the terms "include," "includes," and "including" shall be deemed to be followed by "without limitation" whether or not they are in fact followed by such word or words of similar import. The words "all" and "each" shall be construed as all and each, and the words "or" and "and" shall be construed either disjunctively or conjunctively, as the context may require.

30. Counterparts; Facsimile and Electronic Signatures. This Participating Addendum may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Participating Addendum. A facsimile or portable document format (PDF) signature on this Participating Addendum shall be equivalent to, and have the same force and effect as, an original signature. In accordance with the New Hampshire Uniform Electronic Transactions Act, RSA 294-E, the Parties hereby agree that this Participating Addendum may be signed electronically, including any exhibits, schedules, addenda, or other attachments referenced herein.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date their respective signatures parties below.

Contracting Officer for Participating State Steven Burgess, Purchasing Agent	Participating State Telephone Number (603) 271-2009
Contractor Signature  Date: 1/24/2024	Name and Title of Contractor Signatory Susan Gabrielsen, SVP Sales North America
Participating State Signature  Date: 2/27/24	Name and Title of Participating State Signatory Charles Arlinghaus, Commissioner
Approval by the N.H. Department of Administration, Division of Personnel (if applicable)	
By:	Director, On:
Approval by the Attorney General (Form, Substance and Execution) (if applicable)	
By:	On:
Approval by the Governor and Executive Council (if applicable)	
G&C Item number:	G&C Meeting Date:

[Please email fully executed PDF copy of this document to PA@naspo.valuepoint.org to support documentation of participation and posting in appropriate data bases]

**EXHIBIT A
MASTER AGREEMENT**

EXHIBIT B

On-Site Maintenance Services Terms and Provisions To Participating Addendum

These On-Site Equipment Maintenance Services Terms and Provisions are attached as Exhibit B to the Participating Addendum, executed on December __, 2023 (the "Participating Addendum", and collectively with the NASPO ValuePoint Master Agreement (CTR058805), the On-Site Equipment Maintenance Services Terms and Provisions, the Protect Service Terms and Provisions, the Application Software License Terms and Provisions, and the Professional Services Terms and Provisions, the "Agreement"), by and between DMT Solutions Global Corporation (d/b/a BlueCrest) ("BlueCrest") and the State of New Hampshire ("Client"). BlueCrest and Client are sometimes referred to herein singularly as a "Party" or collectively as the "Parties." Any capitalized term used herein without definition shall have meaning assigned to such term in the Agreement.

1. SCOPE AND TERM OF AGREEMENT

1.1 These On-Site Equipment Maintenance Services' Terms and Provisions (the "On-Site Terms") apply to the products for which the annual maintenance service fees have been paid by Client to BlueCrest (the "Products").

1.2 These On-Site Terms shall be effective and on-site maintenance services (the "On-Site Maintenance Services") shall commence as of the date on which the Products have been delivered and installed ("Service Date"), if, and only if, BlueCrest has received a correct purchase order (and/or any other document required by Client for the issuance and payment of a BlueCrest invoice) from Client with respect to such annual On-Site Maintenance Services at least five (5) business days prior to the Service Date, and shall continue for an initial term of one (1) year. Thereafter, On-Site Maintenance Services shall renew automatically for successive one (1) year terms unless one party provides the other party ninety (90) days' prior written notice of its intent to terminate the On-Site Maintenance Services upon the expiration of the then current term. Upon any automatic renewal, the On-Site Maintenance Services shall continue uninterrupted provided that BlueCrest has received a correct purchase order (and/or any other document required by Client for the issuance and payment of a BlueCrest invoice) from Client with respect to such renewed On-Site Maintenance Services at least five (5) business days prior to the applicable anniversary of the Service Date.

1.3 Notwithstanding anything contained herein to the contrary, BlueCrest may terminate the On-Site Maintenance Services upon one (1) business day's written notice to Client if Client breaches the payment provision of the Agreement and such payment breach is not cured within ten (10) business days after receipt of written notice of such breach from BlueCrest.

2. BASIC SERVICE SUPPORT

2.1 BlueCrest shall perform the On-Site Maintenance Services using trained and qualified Client Service Representatives ("CSRs") and such maintenance services shall be performed in a good and workmanlike manner. Actual CSR work hours, subject to the terms stated herein, will be as described in Schedule 1 hereto. BlueCrest and Client will use commercially reasonable efforts to maintain CSR hours on a regular schedule. Changes in CSR work hours and additional charges therefor, subject to the terms stated herein, will be billed according to BlueCrest standard rates then in effect, unless otherwise mutually agreed upon in writing by BlueCrest and Client ten (10) working days prior to implementation.

2.2 On-Site maintenance services activities will include reasonable remedial maintenance and preventative maintenance necessitated by normal usage. Remedial maintenance will include replacement of parts, excluding consumable parts, and machine enhancements. Parts provided hereunder shall be new or equivalent to new including refurbished parts.

2.3 Preventative maintenance will consist of inspecting, cleaning and periodically lubricating various components as well as replacing any worn parts. BlueCrest shall inform Client of the timing and nature of preventative maintenance required and BlueCrest and Client shall mutually agree on the scheduled time for CSRs to perform the preventative maintenance. BlueCrest shall use commercially reasonable efforts to conduct preventative maintenance as scheduled. Client shall make the Products reasonably available to BlueCrest for preventative maintenance.

2.4 Software and firmware maintenance shall be provided by BlueCrest pursuant to Section 3 of these On-Site Terms.

2.5 Notwithstanding anything in the Agreement to the contrary, BlueCrest will not be responsible: (i) for maintaining any Product that Client has failed to operate under suitable temperature, humidity, line voltage, or any specified environmental conditions; (ii) if reasonable care is not used in handling, operating, and maintaining a Product; (iii) if a Product is not used in accordance with the agreed applications and for the ordinary purpose for which it is designed; (iv) if the inability of any Product to perform is due to any act or failure to act on the part of Client, including without limitation, any alteration of or adding components to any Product; (v) unqualified operators' use of a Product; (vi) use of a Product in a manner not intended; (vii) use of a Product to process applications not previously approved in writing by BlueCrest; or (viii) use of damaged materials, such as paper or envelopes. If BlueCrest performs any repairs or maintenance as a result of any of the foregoing, the Client shall pay BlueCrest at BlueCrest's normal rates in effect at such time. Client shall promptly notify BlueCrest of any unauthorized alteration of or addition to a Product that occurred after Client accepted the Product. BlueCrest will not be required to maintain Products that have become obsolete, either due to age, discontinuance of Product's manufacture or irreparability. BlueCrest shall make recommendations to Client regarding the replacement or refurbishment of such obsolete Products.

2.6 Service outside of the contracted hours or beyond what is described in Schedule 1 to these On-Site Terms will be provided at BlueCrest's rates in effect at such time.

2.7 From time to time, BlueCrest may provide notice to Client of its election, in its sole discretion, to terminate support for certain hardware, software, servers and/or databases due to obsolescence, end of life or a third-party manufacturer's election to discontinue certain servers, platforms and/or software (collectively "Obsolescence"). In the event Client's support is terminated due to Obsolescence, Client will be provided a pro-rata refund for any amounts prepaid for On-Site Maintenance Services for the obsolete hardware or software. In the event of a termination due to Obsolescence, Client will be provided an option to replace the obsolete software, servers and/or databases with replacements that meet or exceed Client's original system requirements, provided; however, additional costs, including but not limited to installation and support fees associated with the new solution may apply. Parts and/or assemblies for the obsolete products described above or for products not sold as new will be provided only if available.

3. SOFTWARE SUPPORT

- 3.1 BlueCrest shall provide to Client software maintenance services ("SMS") and database services ("DBS") for the Embedded Software.
- 3.2 Software maintenance for the Embedded Software will consist of fixes made from time to time ("Fixes").
- 3.3 Fixes to the Embedded Software may include all or part of the following:
- Fixes to previously reported "bugs" to the Embedded Software; and
 - Technical improvements to the Embedded Software.
- 3.4 Client shall be advised of required Fixes made to the Embedded Software during the term. Fixes shall be made available to Client, for implementation by Client or BlueCrest using the method deemed most appropriate; however, installation of a Fix to Embedded Software which have been modified by Client or BlueCrest at Client's request may require additional modifications, for which there will be an additional charge.
- 3.5 Upgrades and version releases to the Embedded Software may be issued periodically by BlueCrest, shall consist of additional and enhanced functions, may be available at an additional charge to the Client, and may be installed at Client's option. Upgrades incorporate functional and technical capability not provided in the last Version Release but deemed required prior to the next Version Release (each, an "Upgrade"). Version releases incorporate all of the Upgrades; including functionality changes, and Fixes which have been issued since the previous release ("Version Release"). Installation of an Upgrade or Version Release to Embedded Software that has been modified by BlueCrest at Client's request ("Modified Licensed Programs") may require additional modification, for which there will be an additional charge. All Version Releases, Upgrades, and Fixes provided under this Schedule shall be subject to the terms and conditions of the applicable agreement pursuant to which the original Embedded Software was licensed.
- 3.6 DBS will consist of distribution at no additional charge to Client of updates to the databases identified in the relevant purchase and/or license agreement; as such updates are made available by BlueCrest from time to time. DBS updates include postal or carrier rate changes, all zip or zone changes, and changes in service provided by carriers, provided that BlueCrest does not warrant the availability, accuracy or timely dissemination of non-BlueCrest originated source data incorporated in the databases.
- 3.7 Notwithstanding anything in the Agreement to the contrary, BlueCrest will not be responsible: (i) for maintaining any Embedded Software that Client has failed to operate properly on the approved platform; (ii) if the Embedded Software is not used in accordance with the agreed applications and for the ordinary purpose for which they are designed; (iii) if the inability of Embedded Software to perform is due to any act or failure to act on the part of Client, including without limitation, any alteration of or adding components to Embedded Software or failure to install updates, Version Releases, Upgrades or Version releases; (iv) unqualified operators' use of the Embedded Software; (v) use of the Embedded Software in a manner not intended; (vi) use of the Embedded Software to process applications not previously approved in writing by BlueCrest; (vii) if the Embedded Software has been operated with other media, not meeting or not maintained in accordance with the manufacturer's specifications; or (viii) where Client's service issue results from a problem other than from the Embedded Software. If BlueCrest performs any SMS or DBS as a result of any of the foregoing, the Client shall pay BlueCrest at BlueCrest's normal rates in effect at such time. BlueCrest is not responsible for maintaining any third-party software and/or hardware that communicates or operates with the Embedded Software, and Client hereby agrees to indemnify and hold harmless BlueCrest in the event that any such communicating or operating software or hardware causes loss or damage to the Embedded Software or related equipment. Client shall promptly notify BlueCrest of any unauthorized alteration of or addition to the Embedded Software that occurred after Client accepted the Embedded Software.
- 3.8 If Client upgrades to a new release, *i.e.*, major enhancements and/or new functionality of the Embedded Software licensed by BlueCrest, the SMS provided hereunder may be transferred to the new release at the then current subscription fee for the new release less credit for fees previously paid hereunder.

4. MAINTENANCE CHARGES AND PAYMENTS

- 4.1 In connection with any automatic renewal of On-Site Maintenance Services pursuant to Section 1.2 of these On-Site Terms, BlueCrest may increase the annual on-Site maintenance fees set forth in Schedule 1 without notice to Client provided such increase does not exceed three percent (3%). In the event that BlueCrest determines that an increase of more than three percent (3%) is required, it shall notify the Client of such price increases not less than thirty (30) days prior to the expiration of the then current term. Within thirty (30) days after its receipt of such notice, Client may terminate the On-Site Maintenance Services by delivering to BlueCrest written notice of its desire to terminate, which notice must include the Client account number and be sent to each of the BlueCrest Accounts Receivable Department, the BlueCrest Service Department and the BlueCrest Legal Department, at 37 Executive Drive, Danbury, Connecticut 06810, by certified mail, return receipt requested. Any such termination by Client shall be effective ten (10) business days after BlueCrest's receipt of the notice of termination. If no such notice is received, the On-Site Maintenance Services shall continue at the rates contained in the notice sent to Client. In the event Client notifies BlueCrest that it desires to have additional Products covered under these On-Site Terms, modifications to the Agreement will be made by mutual agreement.
- 4.2 For each successive term of On-Site Maintenance Services, BlueCrest will invoice Client for the maintenance fees in advance on the applicable anniversary of the Service Date. Payment on such invoices is due thirty (30) days after the date of the invoice. If Client payment is not made in full on or before its due date, (x) Client will pay BlueCrest a late payment administrative fee on the delinquent payments in the amount of 1.5% per month (or the maximum rate allowed by law) until paid in full, and/or (y) BlueCrest may suspend all On-Site Maintenance Services until such time as all past due maintenance fees are paid in full. For each dishonored or returned payment, Client will pay BlueCrest the applicable returned item fee. In the event that charges due and owing have not been paid by Client and BlueCrest brings an action to collect such charges, Client shall pay BlueCrest for all costs and fees (including reasonable attorneys' fees) incurred in the collection of any unpaid amount.
- 4.3 For Products added after the Service Date, BlueCrest will invoice Client for monthly maintenance charges on a *pro rata* basis. Extended hours of coverage (as described below) will also be invoiced by BlueCrest on a monthly basis.
- 4.4 BlueCrest will also invoice Client for additional fees that result from annual cycle volume overages) and Client shall pay all such invoices within thirty (30) days after the date of each such invoice regardless of whether or not a purchase order has been issued for or is required in connection with such additional services.
- 4.5 Each of BlueCrest and Client acknowledge and agree (a) that Client shall issue to BlueCrest a purchase order (and/or any other document required by Client for the issuance and payment of a BlueCrest invoice) for the annual on-site maintenance fees at least five (5) business days prior to the Service Date and each anniversary thereof unless these On-Site Terms have expired or have otherwise been terminated, (b) that any terms and/or

conditions set forth on Client's purchase order (and/or other document) shall be void and of no force and effect, and (c) that these On-Site Terms sets forth all of the terms and conditions with respect to the provision of On-Site Maintenance Services.

5. MAINTENANCE FACILITIES AND SPARE PARTS

5.1 Client hereby agrees that it shall maintain a Suitable Environment (as defined below) in which the Products shall be maintained and the CSRs shall operate. For the purposes of this Agreement, "Suitable Environment" means a working area, including the space in which the Products are operated and serviced by the CSRs, any related offices, break rooms, restrooms, or other locations to be utilized by the CSRs under this Agreement, which (i) complies with the Occupational Safety and Health Act ("OSHA") and any related statutes, rules and regulations in all respects, (ii) is designed to minimize the effects of Product and other occupational safety and health stressors such as noise, chemical, biological, radiation, or other recognizable hazards on CSRs, (iii) is constructed and maintained in accordance with applicable fire and building code requirements, and (iv) does not otherwise present a material health or safety risk to the CSRs. In the event that BlueCrest concludes, after conference with the relevant CSRs and Client or after inspections of the work area under normal operating conditions by BlueCrest personnel or their safety and health designees, either of which shall be performed in BlueCrest's sole discretion, that Client has not maintained a Suitable Environment, BlueCrest shall have the right, in its sole discretion to (A) temporarily remove any and all CSRs without penalty or delay in payment, until Client has remedied the unsuitable conditions, or (B) terminate this Agreement without penalty if such non-complying conditions are not remedied by Client within sixty (60) days of BlueCrest's notice to Client of the existence of the unsuitable conditions

6. EXTENDED HOURS OF COVERAGE

Client may, upon not less than seven (7) days' prior written notice, request BlueCrest to extend the hours during which maintenance services are available for equipment beyond the agreed maintenance hours ("Extended Hours of Coverage"). If BlueCrest agrees to provide Extended Hours of Coverage, Client will pay additional fees as may be agreed by the parties, and Client acknowledges and agrees that it shall pay all such additional fees within thirty (30) days after the date of the applicable invoice therefore regardless of whether or not a purchase order has been issued for or is required in connection with such additional services.

7. OUTAGES

7.1 The appropriate CSR will promptly respond to any request for service received from Client's operators during the agreed maintenance hours and record the service call in the BlueCrest service management system via a handheld device for any Outage (as defined below) of fifteen (15) minutes duration or longer. The Outage period will begin to run from the time the CSR receives proper notification thereof. For the purposes of this Agreement, "Outage" means a complete cessation of the Product's ability to perform its prescribed Applications due to software, hardware or mechanical failure.

7.2 If the Outage extends beyond one hundred twenty (120) consecutive minutes, the CSR will contact the area Regional Technical Specialist ("RTS") for assistance. The RTS will provide telephone support as required in the determination of CSR and RTS.

7.3 If the Outage extends beyond two hundred forty (240) consecutive minutes, the RTS will contact the Service Manager and Division Technical Specialist ("DTS"). The Service Manager will review the Product's condition with the RTS, plan the necessary corrective action and notify Client as to the action being taken.

7.4 If the Outage extends beyond four hundred eighty (480) consecutive minutes, BlueCrest will notify the Division Services Director and will determine whether additional on-site support is required.

7.5 If the Outage extends beyond seven hundred twenty (720) consecutive minutes, a Vice President responsible for client service will be notified and appropriate additional on-site support will be supplied at no expense to Client.

8. TERMS AND CONDITIONS

8.1 Indemnification

(a) BlueCrest shall indemnify and defend Client and its officers, directors, and employees (collectively referred to in this Section as "Client"), against any and all liabilities, claims, damages, costs, and expenses (including reasonable attorneys' fees) of third parties resulting from bodily injury or death to any person or tangible personal property damage, to the extent that such injury or damage is caused by BlueCrest's gross negligence or willful misconduct in its performance of the On-Site Maintenance Services while on Clients' business premises.

(b) In the event that Client becomes aware of any claim alleging bodily injury or death or tangible personal property damage as described above, Client shall immediately notify BlueCrest. BlueCrest shall have the right and option in the first instance, through counsel of its own choosing and its own expense, to deal with, defend, settle or compromise any such claim. If BlueCrest does not appoint counsel to deal with, defend, settle or compromise any such claim after receiving notice thereof, Client may then deal with, defend, settle or compromise such claim through counsel of its own choosing at the expense of BlueCrest. In such event, (i) Client shall be permitted to control the defense of such claim and shall keep BlueCrest advised with respect to the conduct of such defense, settlement or compromise; and (ii) no settlement or compromise shall be made without the prior written consent of BlueCrest, which consent shall not be unreasonably withheld.

(c) The terms and conditions of this Section 8.1 shall survive the termination or expiration of this Agreement.

8.2 No Implied Warranties

BLUECREST DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8.3 Independent Contractor Relationship

On-Site Maintenance Services by BlueCrest's employees, or persons under contract to BlueCrest, shall be performed hereunder as independent contractors of Client, and no such employees or persons doing such work or subcontractors shall be considered employees of Client.

**Schedule 1
To
On-Site Maintenance Services' Terms and Provisions**

Annual On-Site Maintenance Fee: [\$TBD]

COVERAGE HOURS: [TBD]

BlueCrest will invoice Client for any coverage requests outside of defined service personnel hours as follows.

- Coverage can be purchased per eight-hour shift, per technician with two weeks prior written notice.
- Coverage during observed holidays can be purchased per eight-hour shift, per technician with two weeks prior written notice.
- Coverage outside of defined service personnel hours requested without prior notification will be billed at the standard BlueCrest standby rates listed below. Stand-by charges reserve a technician to remain on-call outside service personnel hours for one shift, eight hours in length. Hourly charges are calculated from portal to portal, two hour minimum.

EXHIBIT C

BlueCrest Protect Service Terms and Provisions

To

Participating Addendum

These BlueCrest Protect Service Terms and Provisions are attached as Exhibit C to the Participating Addendum, executed on December __, 2023 (the "Participating Addendum", and collectively with the NASPO ValuePoint Master Agreement (CTR058805), the On-Site Equipment Maintenance Services Terms and Provisions, the Protect Service Terms and Provisions, the Application Software License Terms and Provisions, and the Professional Services Terms and Provisions, the "Agreement"), by and between DMT Solutions Global Corporation (d/b/a BlueCrest) ("BlueCrest") and the State of New Hampshire ("Client"). BlueCrest and Client are sometimes referred to herein singularly as a "Party" or collectively as the "Parties." Any capitalized term used herein without definition shall have meaning assigned to such term in the Agreement.

a) BlueCrest Protect (EMA Clients): For a Client that is a party to a BlueCrest On-Site Equipment Maintenance Agreement or a BlueCrest On-Call Equipment Maintenance Agreement, BlueCrest Protect is an annual subscription for Windows Security patching and, as applicable, dependent software driver updates from "Interval Zero" for defined and in-scope Microsoft based insert devices. Additional details on BlueCrest Protect are set forth below.

b) BlueCrest Protect Self-Service: For a Client that is not a party to a BlueCrest On-Site Equipment Maintenance Agreement or a BlueCrest On-Call Equipment Maintenance Agreement, BlueCrest Protect Self Service is an annual subscription for Windows Security patching and, as applicable, dependent software driver updates from "Interval Zero" for defined and in-scope Microsoft based insert devices. Client may elect to have BlueCrest install the updates or have Client's personnel access and install the updates. Additional details on BlueCrest Protect Self-Service are set forth below.

PART A: BlueCrest Protect (EMA clients)

1. Attributes:

- Windows security patches (the "Patches") will be applied at the Client site quarterly (Protect) or monthly (Protect+) on 1 year term
- The Patches will be qualified and approved at providers and BlueCrest prior to application;
- Protect coverage is for BlueCrest supplied Windows 10, Service 2016 and greater Operating Systems;
- The Patches shall only be applied by BlueCrest technicians;
- The Patches will be downloaded and applied manually, though BlueCrest reserves the right to apply the patches via BlueCrest update automation tool; accordingly, the Client would be required to open up TCP port 52300, 52301 to pbsc-bcm.onbmc.com from a BlueCrest device onsite today (Clarity box, Fileserver, DFWorks, or BC Secure Firewall); and
- The Patches shall be applied onsite during a client maintenance window (Mon-Fri 8am -5pm).
- Continued Protect coverage after year 1 will be handled via BlueCrest service renewal agreement.

2. Exclusions & System Availability:

- BlueCrest Protect does not include other security assessments, scans, audits, other hardening requests, and/or associated resolutions.
- If a BlueCrest system selected by Client for BlueCrest Protect is not available for Patch application as and when agreed by Client and BlueCrest, the Client will incur additional fees at BlueCrest's field rates then in effect if and when the patch is applied to such BlueCrest system.

PART B: BlueCrest Protect Self Service

1. BlueCrest Installation:

(a) Attributes:

- Windows security patches (the "Patches") will be applied at the Client site on a quarterly basis on 1 year term;
- The Patches will be qualified and approved at providers and BlueCrest prior to application;
- Protect coverage is for BlueCrest supplied Windows 10, Service 2016 and greater Operating Systems;
- The Patches shall only be applied by BlueCrest technicians on the BlueCrest systems agreed by the Parties;
- Protect updates for self-service clients are intended to be downloaded and run manually on each asset in scope;
- The Patches shall be applied onsite during a client maintenance window (Mon-Fri 8am -5pm); and
- Continued Protect coverage after 1 year will be handled via BlueCrest service renewal agreement.

(b) Exclusions & System Availability:

- BlueCrest Protect does not include other security assessments, scans, audits, other hardening requests, and/or associated resolutions.
- If a BlueCrest system selected by Client for BlueCrest Protect is not available for Patch application as and when agreed by Client and BlueCrest, the Client will incur additional fees at BlueCrest's field rates then in effect if and when the patch is applied to such BlueCrest system.

2. Client Installation:

(a) Attributes:

- Access link, website specific credentials and instructional video will be provided by BlueCrest upon Client purchase;

- Client designated technical resource applies qualified and approved patches to BlueCrest systems agreed by the Parties; and
 - The Patches are run manually on each BlueCrest system where Protect has been purchased
- (b) Recommendations and Exclusions:
- BlueCrest recommends that an image/backup be taken of each in scope BlueCrest System prior to Patch application;
 - In the event approved BlueCrest patches are applied to additional systems not purchased within the order, BlueCrest reserves the right to immediately terminate this agreement with Client; and
 - In the event BlueCrest onsite support is needed before, during, or post installation, this will be billed at regularly BlueCrest field technician rates.

EXHIBIT D

Application Software License Terms and Provisions

To

Participating Addendum

These Application Software License Terms and Provisions are attached as Exhibit D to the Participating Addendum, executed on December __, 2023 (the "Participating Addendum", and collectively with the NASPO ValuePoint Master Agreement (CTR058805), the On-Site Equipment Maintenance Services Terms and Provisions, the Protect Service Terms and Provisions, the Application Software License Terms and Provisions, and the Professional Services Terms and Provisions, the "Agreement"), by and between DMT Solutions Global Corporation (d/b/a BlueCrest) ("BlueCrest") and the State of New Hampshire ("Client"). BlueCrest and Client are sometimes referred to herein singularly as a "Party" or collectively as the "Parties." Any capitalized term used herein without definition shall have meaning assigned to such term in the Agreement.

1. Definitions

"Application Software" means the application software licensed by Client pursuant to the Agreement.

"Computer" means the server or computer on which Application Software is authorized to be installed and used. If no specific computer is identified, then Computer will be any single physical server.

"Documentation" means the current technical and user guides for the Application Software, Support Guidelines and other specifications provided to Client by BlueCrest. The Documentation may be modified from time-to-time to incorporate Enhancements.

"Enhancements" means any updates, upgrades, modifications, new releases and corrective programming to the Application Software that are provided as part of Maintenance Services.

"Maintenance Services" means the maintenance services set forth in Section 6 of these License Terms and Provisions.

"Service Provider" means that Client uses the Application Software to perform services, including, to: (i) verify address information and/or provide postal-related services; (ii) provide analytics; (iii) develop, design, archive, process and/or print business documents; (iv) merge or convert print stream data; (v) append geographic coordinates or demographics to address records or other data; and/or (vi) perform other data processing services; for entities other than Client, such as an affiliate.

"Transaction" means a record or user query that is submitted to the Application Software.

"User" means an individual authorized by Client to use the Application Software in accordance with the Agreement regardless of whether the individual is actively using the Application Software at any given time.

"Warranty Period" means the ninety (90) day period following initial delivery of the Application Software.

2. **License Grant.** In consideration of the fees paid by Client to BlueCrest, BlueCrest hereby grants to Client a non-exclusive, non-transferable, and non-sublicensable license to use the Application Software during the license term agreed by the Parties in accordance with the Agreement. The grant of rights to the Application Software is not a sale of the Application Software. BlueCrest and its third-party licensors reserve all rights not expressly granted by this Agreement.

3. **Use of Application Software.** During the license term, Client is permitted to use the Application Software only for its own internal business purposes. The Application Software will be installed only at the installation site on the Computer or in a virtual environment and utilizing the operating system set out therein. Client is permitted remote access to the Application Software. Use of the Application Software as a Service Provider is prohibited unless otherwise agreed by the Parties. Additional terms of authorized use will be agreed by the Parties and may include limitations on: (i) the number of Users; (ii) the applications authorized to access the Application Software; and (iii) the number of Transactions processed using the Application Software. Application Software licensed for desktop use by a specific number of Users may be installed on the number of devices equal to the specific number of User licenses purchased or may be installed on multiple devices so long as the number of individual Users does not exceed the number of licenses purchased.

Client may, upon BlueCrest's written consent and the payment of additional fees: (i) utilize the Application Software with a different operating system; (ii) process additional Transactions; or (iii) add Users. If the Installation Site is located in the United States, such Installation Site may be changed to another location within the United States upon written notice to BlueCrest, but may not be changed to a location outside the United States without BlueCrest's prior written consent. If the Installation Site set forth in the Order is located outside of the United States, such Installation Site may be changed to another location within the original country upon notice to BlueCrest, but may not be changed to a different country without BlueCrest's prior written consent.

Client may make a reasonable number of copies of the Application Software and Documentation solely for back up or disaster recovery purposes. Client must reproduce all copyright, trademark, trade secret and other proprietary notices in such copies. Client shall record the number and location of all copies of the Application Software and Documentation and take steps to reasonably calculated to prevent any unauthorized copying. The back up or disaster recovery copies can only be used to perform disaster recovery testing or if the Computer or virtual environment becomes inoperative. Except to perform disaster recovery testing in accordance with Client's disaster recovery procedures, Client is not permitted to use the back up or disaster recovery copies of the Application Software for production or testing\development concurrently with the production or testing\development copies of the Application Software.

Client may install, for a period not to exceed fifteen (15) days from date of installation, Enhancements in a test environment for the sole purpose of determining if such Enhancements will be deployed by Client in the licensed production environment. Upon conclusion of such period, Client will install and use only the number of production and test\development copies of the Enhancements agreed by the Parties.

Client may permit its third party contractors to access and use the Application Software solely on behalf of, and for the benefit of, Client, so long as: (i) contractor agrees to comply fully with these License Terms and Provisions as if they were Client; (ii) Client remains responsible for each contractor's compliance with these License Terms and Provisions and any breach thereof; (iii) any User limitation includes User licenses allocated to contractors; and (iv) the contractor is not, in BlueCrest's reasonable opinion, a competitor of BlueCrest. All rights granted to any contractor shall terminate immediately upon the earlier of: (A) conclusion of the services rendered to Client that gives rise to such right; and (B) expiry or termination of the applicable license term. Upon termination of such rights, Client shall ensure that contractor immediately ceases all use of the Application Software, un-installs and destroys

all copies of the Application Software and any other BlueCrest information in contractor's possession or control, and Client must certify in writing upon BlueCrest's request that it is in compliance with this Section.

4. Restrictions. Client will not: (i) make derivative works of the Application Software; (ii) reverse engineer, decompile or disassemble the Application Software or any portion thereof except as is permitted by applicable law; (iii) make copies of the Application Software or Documentation except as otherwise authorized in Section 10(c); (iv) disclose the Application Software or any other BlueCrest information to any third party except as required by applicable law or otherwise permitted by this Agreement; (v) sublicense, rent, lease, lend, or host the Application Software to or for other parties; (vi) attempt to unlock or bypass any initialization system, encryption methods or copy protection devices in the Application Software; (vii) modify, alter or change the Application Software; (viii) alter, remove or obscure any patent, trademark or copyright notice in the Application Software; or (ix) use components of an Application Software independent of the Application Software they comprise.

5. Intellectual Property. Client hereby acknowledges and agrees that BlueCrest and its licensors are the sole and exclusive owners of (i) all right, title and interest in and to the Application Software, including all intellectual property rights relating thereto, (ii) any derivatives, modifications, improvements, enhancements, or extensions to the Application Software, whenever developed, created, authored, conceived, reduced to practice or acquired by BlueCrest or its licensors, and (iii) any and all suggestions, feedback, recommendations and other comments made to BlueCrest or its licensors that are incorporated into the Application Software and/or Documentation. Client further acknowledges and agrees that it shall have no rights in or to the Application Software or any intellectual property rights relating thereto other than the right to use them in accordance with the terms of the license(s) granted under the Agreement.

6. Maintenance Services. Client shall obtain Maintenance Services for the Application Software for the initial term of the Application Software agreed by the Parties and for the mutually agreed fees. The term for Maintenance Services for the Application Software shall automatically renew for successive twelve (12) month terms at BlueCrest's then current rates unless (i) such Maintenance Services are earlier terminated pursuant to this Agreement's express provisions, (ii) either party gives the other party written notice of non-renewal of such Maintenance Services at least sixty (60) days prior to the expiration of the then current term, or (iii) the licenses to the Application Software is not in effect as of the expiration of the then current term.

Maintenance Services consist of: (i) reasonable amounts of telephone support to assist Client with the use of the Application Software in accordance with the support guidelines; (ii) Enhancements provided to other Clients of the Application Software who have paid for Maintenance Services for the current maintenance term; and (iii) the correction of errors or non-conformities with the Application Software to perform as set out in the Documentation in accordance with BlueCrest's published support guidelines. Support will be provided to the limited number of contacts selected by Client in accordance with the support guidelines. If BlueCrest is unable to correct a reported error or non-conformity in the Application Software that is classified in BlueCrest's published Support Guidelines as a critical or high severity level problem within thirty (30) days following notice from Client or an additional period of time reasonably agreed to by the parties, Client may terminate Maintenance Services for such Software and receive, as its exclusive remedy, a pro-rata refund of the fees paid for Maintenance Services for the balance of the existing maintenance term.

7. Renewal. The license for any Application Software licensed for a limited term (as agreed by the Parties) shall automatically renew for successive twelve (12) month terms at BlueCrest's then current license fee rates unless such license is earlier terminated pursuant to the Agreement's express provisions or either party gives the other party written notice of non-renewal of such license at least sixty (60) days prior to the expiration of the then current license term. If a Client has a term license to the Application Software, Client must renew the term license in order to purchase and obtain additional Maintenance Services for the Application Software.

8. Training. BlueCrest will provide Client with the training agreed by the Parties, for the fees set forth therein, prior to the expiration date indicated. Unless otherwise agreed by the Parties, training will be provided remotely or at a BlueCrest training facility. If training is at Client's location, Client will pay for all reasonable travel-related expenses incurred by BlueCrest in the performance of the training. No refunds will be issued for any trainings Client fails to attend, or if intended to be performed at a Client location, to be scheduled and hosted by Client, by the expiration date.

9. Verification. Upon ten (10) days prior written notice, BlueCrest may verify Client's compliance with the Agreement at all locations and for all environments in which Client uses the Application Software. Such verification will take place no more than one (1) time per twelve (12) month period during normal business hours in a manner which minimizes disruption to Client's work environment. BlueCrest may use an independent third party under obligations of confidentiality to provide assistance. BlueCrest will notify Client in writing if any such verification indicates that Client has used the Application Software in excess of the use authorized by the Agreement. Client agrees to promptly pay the license, Maintenance Service fees related to any excess use.

10. Indemnity

(a) BlueCrest will indemnify, defend and hold Client, its officers, directors and employees, harmless from all losses, damages, and reasonable costs and expenses to the extent they arise out of a claim by a third party that the Application Software, as delivered by BlueCrest, infringes or misappropriates any copyright, trade secret, trademark or patent registered or valid within the country the Application Software is authorized to be used. BlueCrest will have control of the defense and will defend at its own expense, any claim or litigation to which this indemnity relates, including the right to settle any such claim. Client must notify BlueCrest promptly of any such claim and provide reasonable cooperation to BlueCrest, upon BlueCrest's request and at BlueCrest's cost, to defend such claim. BlueCrest will not agree to any settlement which requires acknowledgment of fault by Client without Client's prior consent. Client may elect to participate in the defense of any claim with counsel of its choosing at its own expense.

(b) If the Application Software is subject to a claim of infringement or misappropriation, or if BlueCrest reasonably believes that the Application Software may be subject to such a claim, BlueCrest will: (i) replace the Application Software with a functional non-infringing equivalent; (ii) modify such Application Software while retaining substantively equivalent functionality; or (iii) procure at no cost to Client the right to continue to use such Application Software. If, however, BlueCrest determines that none of the foregoing alternatives are commercially reasonable, BlueCrest may terminate Client's license to the Application Software and BlueCrest will, as Client's remedy, refund to Client any prepaid, unused fees at the time of such termination based on, as applicable, (X) a term of sixty (60) months for Application Software with a perpetual license or (Y) the remaining balance of the then current term for Application Software subject to a limited term license.

(c) BlueCrest will have no obligation to defend or indemnify Client under this Section 10 if the infringement or misappropriation results from: (i) modifications to the Application Software by anyone other than BlueCrest; (ii) combination of the Application Software with Client's equipment or non-BlueCrest software programs if such claim of infringement or misappropriation would have been avoided had such combination, operation or use not occurred; or (iii) Client's failure to implement modifications (which if delivered to Client expressly to avoid infringement, will be delivered at no additional cost to Client and which will provide substantially the same functionality as the infringing or potentially infringing Application Software).

(d) The terms and conditions of this Section 10 shall survive the termination or expiration of this Agreement.

11. Warranties; Disclaimers

(a) BlueCrest represents and warrants that it has the right to grant to Client the rights granted hereunder.

(b) BlueCrest represents and warrants that during the Warranty Period the Application Software will perform all material functions set out in the Application Software's Documentation and otherwise operate in substantial accordance with such Documentation. If, during the Warranty Period the Application Software fails to comply with this warranty, Client must notify BlueCrest in writing of any alleged errors or non-conformities, in which event BlueCrest will have thirty (30) days from receipt of such notice or an additional period of time as reasonably agreed to by the parties to correct such errors or non-conformities in accordance with the support guidelines. If BlueCrest is unable to timely correct such errors or non-conformities, Client may elect to terminate the license to the non-conforming Application Software. If Client terminates the license to the non-conforming Application Software during the Warranty Period in accordance with this Section, Client will, as its remedy, receive a refund of all fees previously paid for such Application Software.

(c) BLUECREST DOES NOT WARRANT THAT THE LICENSED PRODUCTS WILL OPERATE ERROR-FREE OR THAT BLUECREST WILL CORRECT ALL PRODUCT ERRORS (INCLUDING, FOR SOFTWARE, THOSE DESIGNATED AS MEDIUM OR LOW SEVERITY LEVEL ISSUES), EXCEPT AS EXPRESSLY STATED IN THESE LICENSE TERMS AND PROVISIONS, THE APPLICATION SOFTWARE IS PROVIDED "AS IS" AND BLUECREST, ON BEHALF OF ITSELF AND ITS THIRD PARTY SUPPLIERS AND LICENSORS, DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE APPLICATION SOFTWARE AND SERVICES FURNISHED UNDER THE AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

(d) THE APPLICATION SOFTWARE MAY CONTAIN A DISABLING DEVICE OR DEVICE REQUIRING ENABLEMENT: (i) TO COMPLY WITH REQUIREMENTS OF REGULATORY AUTHORITIES; OR (ii) TO PREVENT USE OF THE APPLICATION SOFTWARE BEYOND THE TERM OF A LICENSE OR OTHERWISE IN EXCESS OF THE LICENSE METRICS APPLICABLE TO THE APPLICATION SOFTWARE AS AGREED BY THE PARTIES.

12. U.S. Government Restricted Rights.

Any Application Software licensed for or on behalf of the United States of America, its agencies and/or instrumentalities ("U.S. Government"), including through contractors or subcontractors, will be deemed "commercial computer software" or "commercial computer software documentation" and the U.S. Government's rights with respect to such Application Software and Documentation are limited by the terms of the Agreement, pursuant to FAR § 12.212(a) and/or DFARS § 227.7202-1(a), as applicable.

13. Verification.

Upon ten (10) days written notice, BlueCrest may verify Client's compliance with the Agreement at all locations and for all environments in which Client uses the Application Software. Such verification will take place no more than one (1) time per twelve (12) month period during normal business hours in a manner which minimizes disruption to Client's work environment. BlueCrest may use an independent third party under obligations of confidentiality to provide assistance. BlueCrest will notify Client in writing if any such verification indicates that Client has used the Application Software in excess of the use authorized by the Agreement. Client agrees to promptly pay the license and/or Maintenance Service fees related to any excess use.

14. Compliance with Laws.

Client will, at all times, exercise its rights and perform its obligations under this Agreement in compliance with all applicable laws, rules, and regulations ("Applicable Laws"), including all Applicable Laws related to the use, disclosure, processing and transmission of personal information, and export control laws. In addition, Client agrees not to export, re-export, or provide the Application Software to: (i) any country to which the United States has embargoed goods; (ii) any person on the U.S. Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the U.S. Commerce Department's Denied Persons List; or (iv) any person or entity where such export, re-export or provision violates any U.S. Export control or regulation.

15. Third Party Content Applicable to Sortation Application Software.

Various third party software and other documentation ("Third Party Content") may have been incorporated into the Application Software by BlueCrest under permission from BlueCrest' licensors and suppliers. Certain Third Party Content provided hereunder requires Client be certified by the United States Postal Services. Client's failure to obtain such certification shall not impact Client's obligation to pay to BlueCrest fees due hereunder. In addition, certain Third Party Content requires Client to agree to additional terms of use set forth on Schedule 1 hereto. If BlueCrest's license to any Third Party Content terminates, Client agrees: (a) to discontinue and/or return the terminated Third Party Content upon notice from BlueCrest; and (b) that BlueCrest shall have no further obligation with respect to such Third Party Content.

Schedule 1

To

Application Software License Terms and Provisions

Third Party Content

License Terms & Provisions

PARASCRIPT:

Software provided by Parascript and/or its successors and assigns that has been incorporated into the Application Software is subject to the following additional terms and conditions.

If AddressScript™ software is licensed hereunder, advance purchase of blocks of clicks (11-digit finalized answers) is required. Client's initial purchase of clicks shall be set forth in Purchase/Lease Agreement. Client agrees to purchase all such clicks from BlueCrest. Client further understands that if it purchases or otherwise acquires clicks from any other source, Client's license will be terminated and BlueCrest may seek remedies hereunder.

If ASV software is licensed hereunder:

- A one (1) year term license has a pre-determined volume cap. Volumes for one (1) year licenses expire at the end of each term or when the volume count during the term is exceeded, whichever occurs first.
- A three (3) year term license has a pre-determined annual volume cap and automatically resets itself on the anniversary date to the same volume each year for a total of three years. Volumes expire at the end of each twelve (12) month period or if volume count during applicable twelve (12) month period is exceeded, whichever occurs first.
- Optimization, Replacement and New End user Application:
 - "Optimize" shall mean any change, alteration, modification, update, upgrade, repair, revision, release, performance improvement, addition of a new feature, or replacement.
 - In the event Client, for any reason, Optimizes or replaces a personal, non-networked computer on which the software is installed, Client may transfer the software to the Optimized personal, non-networked computer at no additional cost provided all of the following occur: (a) the Client shall be the same; and (b) no Optimization or replacement has been made to ReliaVote.
- Parascript shall have no liability for any damages resulting from loss of data or profits, or for any special, indirect, incidental, punitive, or consequential damages arising out of or in connection with the use of ASV;
- Client shall not (i) reverse engineer, decompile or otherwise attempt to derive the source code for ASV; (ii) combine ASV with any software that could alter Parascript's licensing terms; (iii) remove any ASV identification, copyright legend or other notices; (iv) modify or create derivative works based on ASV; (v) issue, sublicense, sell, grant, or in any way transfer a license type or rights to use ASV that is different than the license type or rights issued by Parascript for ASV; (vi) use a perpetual ASV license as a recurring revenue service or to provide services to any third party or for the benefit of any third party (examples include without limitation: engaging in business process outsourcing, acting as a service bureau, charging a subscription or click fee for processing images or accessing ASV; (vii) permit third party access to ASV API (application programming interface) unless that party is the Client's outside developer who has agreed in writing to comply with all applicable licensing terms and restrictions; (viii) use ASV after its license term ends; (ix) use a non-production license in a production environment; (x) access or permit a third party access to API Documentation; and/or (xi) issue, sublicense, sell, grant, or in any way transfer a license or rights to use ASV, or charge a subscription fee to access or use ASV;
- ASV is provided "AS IS";
- Parascript owns ASV and Parascript trademarks, and all rights not expressly granted by Parascript are reserved; and
- ASV must be deleted at the end of the license term.

RAF CORPORATION:

Software provided by RAF Corporation and/or its successors and assigns that has been incorporated into the Application Software is subject to the following additional terms and conditions.

Dongles. RAF Corporation reserves the right to include a deactivation device ("dongle") in each copy of the Argosy Post Software. If included, the dongle will prevent the use of such Argosy Post Software until RAF furnishes the key which will activate the Argosy Post Software. Dongles are the property of RAF Corporation and are used to prevent unauthorized copying or use of the Argosy Post Software. Dongles may not be transferred by Client unless the corresponding software is transferred under the terms of this Agreement. Dongles remain the property of RAF and must be returned by Client to Licensor upon expiration/termination of each Client account.

Directories. Due to United States Postal Service regulations, Client, depending on which Application Software is being used, must use a current Zip+4 directory ("Directory") to operate the Application Software within the mail transport product. The Application Software will not operate without a current Directory which is compatible with the Application Software. BlueCrest, on behalf of its third party licensor and/or its successors and assigns, supplies updated Directories on an annual basis to Clients for whom such service is subscribed and for whom the annual software maintenance fee is timely paid. In order to continue receiving the Directory updates, the software maintenance must be renewed each year and the annual software maintenance fee paid to BlueCrest. During the term of this Agreement, BlueCrest will supply Directory updates to Client for such periods for which the applicable annual subscription fees are received by BlueCrest. Payment of the applicable annual subscription fees for each license is required to operate the Application Software within the licensed application.

BCC SOFTWARE, LLC:

Software provided by BCC Software, LLC and/or its successors and assigns that has been incorporated into the Application Software is subject to the following additional terms and conditions.

- Client agrees to use the BCC software only within the United States, its territories and possessions for the purpose of improving business delivery addresses in multi- occupation buildings for use on letters, flats, postcards, packages, leaflets, magazines, advertisements, books, other printed material and any other item to be delivered by the United States Postal Service (USPS);

- US Postal Service Related Services (eg; CASS, NCOALink, DSF²).

(i) BCC Software is a non-exclusive licensee of the United States Postal Service's ("USPS") NCOALink database ("NCOA Database"). The information contained in the NCOA Database is regulated by the Privacy Act of 1974 and may be used only to provide a mailing list correction service for lists that will be used for preparation of mailings. If Client receives all or a portion of the NCOA Database in connection with its use of the Application Softwares, Client shall not use such information for any purpose other than mail list processing services. Prior to obtaining or using information from the NCOA Database, Client shall complete, execute and submit to Licensor the NCOA Processing Acknowledgement Form.

(ii) Further, if Client resides outside the United States, Client shall obtain the proper certifications from the USPS for NCOALink processing. Licensor is under no obligation to provide the mail list processing services to Client unless Client has obtained the proper certifications from the USPS.

- DMA Suppression. Services for DMA Suppression is understood to mean flagging consumers names from marketing lists for the purpose of suppressing them with such information used for no other purpose. Client understands that the DMAchoice Services are intended exclusively for Client's own use and Client shall not disseminate, sublet, resell, reproduce, transfer or republish the DMAchoice list in any medium whatsoever.

- Deceased Suppression. Services for deceased individual suppression is understood to mean matching the records from Client's or Client's customers' provided file to identify those individuals within such files who are deceased, with such information to be used for the sole purpose of deleting such deceased individuals from any list used for solicitation or any other external purpose. Client shall, and shall require its customers, not use the information provided from such Service for any other purpose including, but not limited to, promotions to surviving household members, or any other type of marketing or promotion.

CLIENT SHOULD NOT TAKE ANY ADVERSE ACTION AGAINST ANY INDIVIDUAL WITHOUT FURTHER INVESTIGATION TO VERIFY THE DEATH LISTED.

- Prison Suppression. Services for prison individual suppression is understood to mean matching the records from Client's or Client's customers' provided file to identify those individuals within such files, who are incarcerated in the U.S., Canada and U.S. Territories, with such information to be used for the sole purpose of deleting such incarcerated individuals from any list used for solicitation or any other external purpose. Client shall not, and shall require its customers to not, use the information provided from such Service for any other purpose.

- BCC Software reserves the right to modify or discontinue any mail list processing services with or without notice to Client. Neither BCC Software nor Licensor shall be liable to Client should such right to modify or discontinue any of the mail list processing services be exercised. Further, BCC Software or Licensor may, from time to time, impose restrictions on the use of the mail list processing services as a result of changes in the law, limitations placed on BCC Software or Licensor from third parties or their respective licensors, which may limit Client's access to some or all of the data provided through the mail list processing services.

- Client understands and acknowledges that the USPS reserves the right to require BCC Software or Licensor to suspend Client's ability to perform mailing list processing. Neither BCC Software nor Licensor will be liable or responsible for any decision the USPS makes in canceling Client's mailing list processing, including, but not limited to, arbitrating the cancellation decision on Client's behalf. In the event the USPS suspends processing, (i) Client shall not be entitled to any refund or credit from Licensor; and, (ii) Licensor will discontinue providing the mail list processing services to Client.

- The USPS is the owner of numerous trademarks, including but not limited to: United States Postal Service(R), Postal Service(TM), Post Office(TM), United States Post Office(R), the Eagle logo, ZIP + 4(R), CASS(TM), CASS Certified(TM), DPV(TM), eLOT(TM), RDI(TM), LACSLink(TM), NCOALink(TM), SuiteLink(TM).

EXHIBIT E

Professional Services License Terms and Provisions

To

Participating Addendum

These Professional Services Terms and Provisions are attached as Exhibit E to the Participating Addendum, executed on December __, 2023 (the "Participating Addendum", and collectively with the NASPO ValuePoint Master Agreement (CTR058805), the On-Site Equipment Maintenance Services Terms and Provisions, the Protect Service Terms and Provisions, the Application Software License Terms and Provisions, and the Professional Services Terms and Provisions, the "Agreement"), by and between DMT Solutions Global Corporation (d/b/a BlueCrest) ("BlueCrest") and the State of New Hampshire ("Client"). BlueCrest and Client are sometimes referred to herein singularly as a "Party" or collectively as the "Parties." Any capitalized term used herein without definition shall have meaning assigned to such term in the Agreement.

3. Definitions.

"Affiliate" means an entity that Controls, is Controlled by or is under common Control with Client;

"Control" means the ownership of more than fifty percent (50%) of an entity's stock or other voting interest;

"Deliverable" means any computer software, written documentation, reports or materials developed by BlueCrest specifically for Client as set forth in a statement of work;

"Services" means the professional services to be performed by BlueCrest as described in the Order; and

"Warranty Period" means the thirty (30) day period following completion of the Services.

2. Services.

(a) BlueCrest will perform the Services in accordance with this Agreement. BlueCrest is not obligated to provide any Services unless set out in a statement of work. Unless otherwise set out in the statement of work or as agreed to by the parties, BlueCrest will commence performance of the Services fifteen (15) business days following execution of the statement of work and the Services will be performed at BlueCrest's offices. Unless otherwise stated in the statement of work, Services will be performed and billed in contiguous eight (8) hour increments. Changes or delays in the work schedule originating with Client are subject to the project change procedure and may result in an increase in fees.

(b) For a time and materials engagement, BlueCrest estimates that the Services will be completed in approximately the number of hours set out in the statement of work. BlueCrest does not represent, however, that the Services will be completed within the number of hours specified therein. Any estimates provided in the statement of work, including expected hours to complete the Services and any timeline provided by BlueCrest, are based on known functional requirements and technical environments as of the effective date of the statement of work.

(c) BlueCrest grants Client a non-exclusive, non-transferable, royalty-free, perpetual license to use the Deliverables on behalf of and for the benefit of Client. BlueCrest retains all right, title and interest to the Deliverables except for those rights expressly granted to Client and reserves all rights not otherwise expressly granted herein. Deliverables and Services are deemed accepted upon delivery unless otherwise set forth in the statement of work.

(d) Any modifications to the Services must be in writing and signed by authorized representatives of each party. The modifications may be set forth in a project change request or other document agreed to by the parties in writing. BlueCrest personnel performing Services at Client's offices will comply with Client's policies and procedures in effect at such location.

3. Fees; Expenses.

(a) Fees. Fees will be invoiced to Client based on one of the following billing options, as indicated in the statement of work:

(i) Time and Materials: For engagements with a time and materials billing schedule, invoices will be issued monthly in arrears as Services are performed, based on the hourly or daily rate set forth in the statement of work or other executed order document. If a minimum number of hours are indicated in the statement of work ("Minimum Hours"), Client will pay for and permit BlueCrest to perform the indicated number of Minimum Hours. Should any Minimum Hours not be performed within ninety (90) days of the effective date of the statement of work due to delay, unavailability, or other reason within Client's control, Client will promptly pay the fees for such Minimum Hours upon receipt of an invoice by BlueCrest, which will then be credited against the balance of fees due for completed Services as they are performed. If BlueCrest performs Services at Client's request on a weekend or federal holiday (for the country where the Services are being performed or if off-site the country where the BlueCrest resources are performing the Services), Client will pay BlueCrest one and a half (1.5) times the hourly or daily rate for all Services performed on such weekend or federal holiday.

(ii) Retainer Hours: Invoices will be issued to Client based on the number of hours or days indicated as Retainer Hours prior to commencement of any Services, based on the rates set forth in the statement of work or other executed order document. Retainer Hours are then allocated to Services performed upon execution until the Retainer Hours are depleted. All Retainer Hours will be consumed in eight (8) hour increments and must be used within twelve (12) months of the effective date of the original statement of work purchasing the Retainer Hours. If Client fails to use the Retainer Hours within such time period, BlueCrest will not refund the unused pre-paid fees and will be under no obligation to perform the Services.

(iii) Fixed Cost: Invoices will be issued upon delivery of milestones, or in accordance with a billing schedule set forth in the statement of work or other executed order document.

(b) If expense reimbursement is defined in the statement of work, Client will also pay for all reasonable travel-related and out-of-pocket expenses incurred by BlueCrest in the performance of the Services in accordance with BlueCrest's corporate travel and expense, which will be billed on a monthly basis and due thirty (30) days following date of invoice.

(c) BlueCrest will provide Client with a monthly project status report accounting for the number of hours of Services performed in the prior month, and the expenses incurred in performance of the Services.

4. Client Obligations.

- (a) Client will provide any assistance reasonably required by BlueCrest to perform the Services, including timely review of plans and schedules for the Services and reasonable access to Client's offices for Services performed onsite.
- (b) Client will designate a project manager for the Services. The project manager will have the authority to make decisions on behalf of Client with respect to changes in the Services, resource allocation, expenditures, resolution of issues, scope changes and other matters involving the Services.
- (c) Client will maintain a back-up of any data or data files provided to BlueCrest.
- (d) Client will be responsible for securing all licenses for third party technology necessary for BlueCrest to perform the Services (including the right for BlueCrest to use such technology), and will be responsible for the performance of any third-party providing goods or services to Client related to the Services, including such third party's cooperation with BlueCrest.

5. Warranty.

(a) The Services will be performed in a professional manner in accordance with generally accepted industry standards for the software consulting industry. BlueCrest will use reasonable commercial efforts to complete the Services in accordance with the statement of work. If the Services fail to comply with this warranty during the Warranty Period, Client will promptly notify BlueCrest in writing specifying in reasonable detail any alleged non-conformities in the Services. Upon such notice, BlueCrest will, as Client's remedy, promptly re-perform any such Services in accordance with the statement of work and this Agreement.

(b) THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND BLUECREST DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

6. Indemnification.

(a) BlueCrest will indemnify, defend and hold Client, its officers, directors and employees, harmless from all losses, damages, and reasonable costs and expenses to the extent they arise out of a claim by a third party that the Deliverables or Services, as delivered by BlueCrest, infringe or misappropriate any copyright, trade secret, trademark or patent registered or valid within the country the Deliverables are authorized to be used. BlueCrest will have control of the defense and will defend at its own expense, any claim or litigation to which this indemnity relates, including the right to settle any such claim. Client must notify BlueCrest promptly of any such claim and provide reasonable cooperation to BlueCrest, upon BlueCrest's request and at BlueCrest's cost, to defend such claim. BlueCrest will not agree to any settlement which requires acknowledgment of fault by Client without Client's prior consent. Client may elect to participate in the defense of any claim with counsel of its choosing at its own expense.

(b) If the Deliverables are subject to a claim of infringement or misappropriation, or if BlueCrest reasonably believes that the Deliverables may be subject to such a claim, BlueCrest will: (i) replace the Deliverables with a functional non-infringing equivalent; (ii) modify such Deliverables while retaining substantively equivalent functionality; or (iii) procure at no cost to Client the right to continue to use such Deliverables. If, however, BlueCrest determines that none of the foregoing alternatives are commercially reasonable, BlueCrest may terminate Client's license to the Deliverables and BlueCrest will, as Client's remedy, refund to Client the fees paid for such Deliverable.

(c) BlueCrest will have no obligation to defend or indemnify Client under this Section 6 if the infringement or misappropriation results from: (i) modifications to the Deliverables by anyone other than BlueCrest; (ii) combination of the Deliverables with Client's equipment or non-BlueCrest software programs if such claim of infringement or misappropriation would have been avoided had such combination, operation or use not occurred; (iii) Client's failure to implement modifications (which if delivered to Client expressly to avoid infringement, will be delivered at no additional cost to Client and which will provide substantially the same functionality as the infringing or potentially infringing Deliverables); or (iv) Services performed or Deliverables developed at the direction of Client, where Client specifies the means, manner or method of performing the Services or developing the Deliverables and to the extent BlueCrest did not exercise its independent judgment and discretion in performing the Services or developing the Deliverables.

8. Term & Termination.

(a) These Professional Services Terms and Provisions will be effective as of the effective date of the statement of work and will remain in effect until the Services are completed, the Services are terminated, or the termination date (if any) set out in the statement of work (the "Termination Date"), whichever is later. If no specific Termination Date is designated in the statement of work, Client may terminate the statement of work and these Professional Services Terms and Provisions upon thirty (30) days written notice to BlueCrest.

(b) Either party may terminate the Services immediately upon written notice to the other party for cause, if: (i) such party is in breach of a material provision of these Professional Services Terms and Provisions and fails to cure such breach within fifteen (15) days following written notice of such breach; or (ii) the other party ceases to conduct business in its ordinary course; is adjudged bankrupt or insolvent under applicable law; has made a general assignment for the benefit of creditors; files or becomes subject as a debtor to a petition in bankruptcy for liquidation or reorganization; becomes otherwise insolvent; or admits its inability to pay its debts generally as they become due.

(c) Upon the effective date of termination of the Services, BlueCrest will cease performance of the Services. Client will pay BlueCrest for all Services performed prior to the date of termination plus any additional fees that may be due under the statement of work, including the fees for the balance of any unused Minimum Hours (as applicable). For Services performed on a fixed-cost basis, should the statement of work be terminated prior to delivery of any milestone or Deliverable, Client will pay BlueCrest at the hourly rate for all Services performed up to the date of termination as set forth in the statement of work. If no hourly rate is designated, Client will pay BlueCrest's then standard hourly rate for such Services.

9. Independent Contractor.

Each party will act as an independent contractor and employees of each party will not be considered to be employees of the other party. No agency, partnership, joint venture or other joint relationship is created by these Professional Services Terms and Provisions. Neither party may make any commitments binding on the other, nor may either party make any representation that they are acting for, or on behalf of, the other. Each party assumes full responsibility for the actions of its personnel while performing the Services and such party will be solely responsible for the supervision, daily direction, control of its personnel, and for the payment of all of their compensation.

10. Publicity.

Neither party will use the name of the other party in publicity releases or similar activity without the consent of the other party, except BlueCrest may include Client's name in any BlueCrest client list.

11. Survival.

Sections 3 (Fees, Expenses), 5(b) (Warranty), 6 (Indemnification), 7 (Limitation of Liability), and 9 (Term & Termination) will survive termination of this Agreement.