

CONTRACT AGREEMENT

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

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address Department of Administrative Services 25 Capitol Street Concord, NH 03301-6312	
1.3 Contractor Name Lawson Software		1.4 Contractor Address Lawson Software 380 St Peter Street St Paul, MN 55102	
1.5 Account Number 030-014-0320-090 & 091; & 030-014-0361-090 ; & 010-014-1370-097	1.6 Completion Date June 30, 2016	1.7 Audit Date N/A	1.8 Price Limitation \$7,517,030
1.9 Contracting Officer for State Agency Donald S. Hill		1.10 State Agency Telephone Number (603) 271-3201	
1.11 Contractor Signature		1.12 Name & Title of Contractor Signor	
1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12 or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [seal]			
1.13.2 Name & Title of Notary or Justice of the Peace			
1.14 State Agency Signature(s)		1.15 Name/Title of State Agency Signor(s) Donald S. Hill, Commissioner, Administrative Services	
1.16 Approval by Department of Personnel (Rate of Compensation for Individual Consultants) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution) By: _____ Assistant Attorney General, On: _____			
1.18 Approval by the Governor & Council By: _____ On: _____			

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Contract Statement of Work (SOW)

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This Contract is by and between the State of New Hampshire, Department of Administrative Services (the "State"), and Lawson Software ("ERP COTS Software Provider") having its principal place of business at Lawson Software, 380 St Peter Street, St Paul, MN 55102.

RECITALS

The State issued Request for Proposal 2006-015 dated August 15, 2005 to procure an integrated state of the art Enterprise Resource Planning (ERP) System to include ERP COTS Licenses and associated Warranties, Maintenance, and Support Services; with Budgeting, Human Resources, Procurement, and Financial Accounting modules/functionality;

The Implementation Services Vendor ("ISV") submitted a Proposal in response to RFP 2006-015 on behalf of the ISV and ERP COTS Software Provider Vendor Combination; and

The State desires to enter into a Contract with the ERP COTS Software Provider for the ERP COTS Licenses, and associated ERP COTS Warranties, Maintenance, and Support Services; and

The State and the ERP COTS Software Provider have agreed that this Contract shall govern the ERP COTS Software Provider's furnishing to the State for ERP COTS Licenses and associated ERP COTS Warranties, Maintenance, and Support Services.

THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. CONTRACT

1.1 Contract Documents

This Contract consists of the following Contract Documents:

- a. Contract Agreement Form
- b. Statement of Work
- c. Exhibit A Contract Deliverables
- d. Exhibit B Price and Payment Terms
- e. Exhibit C Not Applicable
- f. Exhibit D Warranties
- g. Exhibit E ERP COTS Maintenance and Support Services
- h. Exhibit F ERP COTS Licenses, Support and Warranties
- i. Exhibit G DAS RFP 2006-015 with Addendums 1 through 3, and with Clarifications dated February 8, 2006, which is incorporated herein by reference.
- j. Exhibit H Proposal to RFP 2006-015, Sections III, IV, and V, dated November 14, 2005, which is incorporated herein by reference.
- k. Exhibit I Contractor Escrow Agreement
- l. Exhibit J Contractor Certificate of Vote
- m. Exhibit K Contractor Certificate of Authority
- n. Exhibit L Contractor Certificate of Insurance

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1.2 Order of Precedence

In the event of conflict or ambiguity among any of the text of the Contract Documents, the following Order of Precedence shall govern:

- a. The State of New Hampshire, Department of Administrative Services Contract 2006-015-2, with the Software Provider, with Exhibits and Attachments;
- b. DAS RFP 2006-015 ERP Acquisition and Implementation, dated August 15, 2005, with Addendums 1-3, and Clarifications dated February 8, 2006 incorporated; then
- c. **Proposal to RFP 2006-015, Sections III, IV, and V, dated November 14, 2005.**

1.3 Non-Exclusive Contract

This is a Non-Exclusive Firm Fixed Price (“FFP”) Contract with price and term limitations as set forth in the Contract.

The State may, at its sole discretion, retain other contractors to provide Services or ERP COTS identified under this procurement or for other ERP implementations and work related to the Contract. The State shall retain its right to use the ERP COTS in accordance with its Contract with the ERP COTS Software Provider regardless of a change of the Implementation Services Contractor “ISV”.

2. CONTRACT TERM

2.1 Term

2.1.1 The Contract shall take effect after full execution by the parties, and the receipt of required governmental approvals, including but not limited to, Governor and Executive Council approval (the “Effective Date”).

2.1.2 The State requires a pricing lock for the ERP COTS licenses and ERP COTS Maintenance and Support pricing for the initial ten (10) years. The Contract with the ERP COTS Software Provider for the ERP COTS Warranty, Maintenance, and Support shall be for a term of one (1) year, with the option to extend or renew annually for up to a total of ten (10) years at the State’s sole option; and with the option to extend annually another five (5) years thereafter, as mutually agreed upon by the State and the ERP COTS Software Provider.

2.1.3 The ERP COTS Software Provider shall be fully prepared to deliver to the State all ERP COTS licenses, warranties, maintenance, and support as described in Exhibit A: *Contract Deliverables*, upon the Effective Date. The ERP COTS Software Provider shall be prepared to work cooperatively with the Implementation Services Vendor and State personnel, during the implementation of the Software.

2.1.4 The ERP COTS Software Provider shall commence work upon issuance of a Notice to Proceed, by the State. If the ERP COTS Software Provider commences work prior to the Effective Date and the State’s issuance of the Notice to Proceed, such work will be performed at the sole risk of the ERP COTS Software Provider. In the event that the Contract does not become effective, or the ERP COTS Software Provider commences work prior to the issuance of the Notice to Proceed the State shall be under no obligation to pay the ERP COTS Software Provider for any costs it has incurred.

2.1.5 Time is of the essence.

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3. COMPENSATION

3.1 Contract Price

- 3.1.1** This is a Firm Fixed Price Contract between the State and ERP COTS Software Provider.
- 3.1.2** The Contract price, method of payment, and terms of payment are identified and more particularly described in Exhibit B: *Price and Payment Terms*, hereto.
- 3.1.3** The payment by the State of the Contract price shall be the only, and the complete reimbursement to the ERP COTS Software Provider for all expenses, of whatever nature, incurred by the ERP COTS Software Provider in the performance hereof, and shall be the only and the complete compensation to the ERP COTS Software Provider for the Services.
- 3.1.4** The State reserves the right to offset from any amounts otherwise payable to the ERP COTS Software Provider under this Agreement those liquidated amounts required or permitted by RSA 80:7 through 7-C or any other provision of law.
- 3.1.5** Notwithstanding anything in this Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized for the COTS Licenses, Warranties, Maintenance and Support, or actually made, hereunder exceed the price limitation set forth in block 1.8 of the Contract Agreement form.

4. CONTRACT MANAGEMENT

The Project will require the coordinated efforts of a Project team consisting of the ERP COTS Software Provider and State personnel. The ERP COTS Software Provider shall provide all necessary resources to perform its obligations under the Contract. The ERP COTS Software Provider shall be responsible to manage or fulfill Contract obligations as described herein.

4.1 The ERP COTS Software Provider's Contract Manager

The ERP COTS Software Provider shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. The ERP COTS Software Provider's Contract Manager is:

Matt Torgersen
Major Account Executive
Public Sector Business Unit
150 Clove Road, 9th Floor
Little Falls, NJ 07424-2138
Tel: (973) 256-4500 ext. 2322
Fax: (973) 256-9097
e-Mail: Matt.Torgersen@lawson.com

or his designated successor.

4.2 State Contract Manager

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

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Michael Connor
Department of Administrative Services
25 Capitol Street
Concord, NH 03301-6312
TEL: (603) 271-6899
FAX: (603) 271-2700
EMAIL: Michael.Connor@nh.gov

or his designated successor.

4.3 Not Applicable

4.4 Access/Cooperation

As reasonably requested by the State, the ERP COTS Software Provider shall provide the State with information or reports regarding the Contract.

As applicable, and subject to the applicable laws and regulations and any agreements with third parties, the State will provide the ERP COTS Software Provider with access to program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete the Support and Maintenance Services.

The State will use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow the ERP COTS Software Provider to perform its obligations under the Contract.

4.5 State-Owned Documents and Data

The ERP COTS Software Provider shall provide the State access to all documents, State Data, materials, and reports relating to the Contract. The State may own such documents, subject to ERP COTS Software Provider's ownership and Intellectual Property Rights ("State Owned Documents"). Upon expiration or termination of the Contract with the State, the ERP COTS Software Provider shall turn over all State Owned Documents, material, reports, and work in progress relating to this Contract to the State at no additional cost to the State.

4.6 Records Retention and Access Requirements

4.6.1 The ERP COTS Software Provider shall agree to the conditions of all applicable state and federal laws and regulations, which are incorporated herein by this reference, regarding retention and access requirements relating to all records relating to the Contract. The ERP COTS Software Providers record retention policies used in conjunction with this Contract shall be consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 Contractor Records Retention.

4.6.2 The ERP COTS Software Provider shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs, incurred in the performance of the Contract. The ERP COTS Software Provider and its Subcontractors shall retain all such records for three (3) years from Contract termination or end of all litigation, including appeals, whichever is later.

4.6.3 Upon prior notice and subject to reasonable time frames, all such records relating to the Contract shall be subject to inspection, examination, audit and copying by the State and

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federal officials so authorized by law, rule, regulation or Contract, as applicable. During the term of this Contract, access to these items will be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records will be at no cost to the State during the three (3) year period after the Contract Term, or following litigation including all appeals, whichever is later. The ERP COTS Software Provider shall include the record retention and review requirements of this section in any of its subcontracts.

4.6.4 The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to the ERP COTS Software Provider's cost structure and profit factors shall be excluded from the State's review unless the cost or any other material issued under the Contract is calculated or derived from these factors.

4.7 Accounting Requirements

The ERP COTS Software Provider shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

4.8 Change Orders

The State may make requests for changes or revisions in the Contract at any time by written Change Order. Within fifteen (15) business days of the ERP COTS Software Provider's receipt of the Change Order, the ERP COTS Software Provider shall advise the State, in detail, of any impact, on schedule and/or cost.

As applicable, the Change Order shall be subject to the State amendment process as set forth in Section 10.17 herein.

5. CONTRACT DELIVERABLES AND SERVICES

5.1 Deliverables and Services

5.1.1 The ERP COTS Software Provider shall provide the State with the Deliverables stated in Exhibits A, B, and E, hereto. All Deliverables shall meet and perform in accordance with the published Documentation. Upon its submission of a Deliverable, the ERP COTS Software Provider represents that it has performed its obligations under the Contract associated with that specific Deliverable.

5.1.2 Refer to Section 10.6 Termination for Default.

5.2 Non-Software and Written Deliverables Review and Acceptance

5.2.1 Non-Software Deliverables

The ERP COTS Software Provider shall provide the State with Non-Software Deliverables as required under the Contract and as set forth in the Exhibit A, hereto.

5.2.2 Written Deliverables

The ERP COTS Software Provider shall provide the State with Written Deliverables as required under the Contract and as set forth in the Exhibit A, hereto.

6. ERP COTS

The ERP COTS Software Provider will ensure that all ERP COTS, inclusive of all third party software, will meet the business requirements agreed to in the Contract. The ERP COTS Software Provider will be responsible for the overall ERP COTS Licenses, Warranty, Maintenance, and Support, including but

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not limited to, cooperating with the Implementation Services Vendor's activities, services, and ERP COTS necessary to provide the State with the ERP COTS Solution.

The ERP COTS Software Provider will be required to provide the Implementation Services Vendor user rights to allow for configuration, interface, or other customization programming required to meet the requirements of the ISV Contract (Contract 2006-015-1).

6.1 ERP COTS and Documentation

The ERP COTS Software Provider shall provide the State with ERP COTS and licenses as required under the Contract and as identified in Exhibit A, hereto.

6.2 ERP COTS Maintenance and Support

The ERP COTS Software Provider shall provide the State with ERP COTS Maintenance and Support as required under the Contract and as identified in Exhibits A and E, hereto.

7. WARRANTY

The ERP COTS Software Provider shall provide the Warranties as required under the Contract and as set forth in Exhibit D: *Warranties*.

8. SERVICES

The ERP COTS Software Provider shall provide the Maintenance and Support Services as required under the Contract. All Services shall meet and perform in accordance with the requirements of the Contract.

8.1 Maintenance and Support Services

The ERP COTS Software Provider shall provide the State with Maintenance and Support Services for the ERP COTS as required under the Contract Documents, Exhibit E: *Maintenance and Support Services*.

9. INTELLECTUAL PROPERTY

9.1 Title

Title, right and interest, including all ownership and intellectual property rights, in the ERP COTS shall remain with the ERP COTS Software Provider, subject to applicable state and federal laws and regulations. The State agrees that, in the event that the State infringes upon the ERP COTS Software Provider's intellectual property rights, the ERP COTS Software Provider may pursue available remedies against the State, including termination of applicable licenses. However, notwithstanding the foregoing, the State reserves its right to assert any and all available and applicable defenses and immunities.

9.2 State's Business

The State's rights in such ERP COTS Deliverables shall be for purposes of the State's business only. All other intellectual property rights in such Deliverables remain with the ERP COTS Software Provider.

9.3 The Contractor's Materials

In no event shall the ERP COTS Software Provider be precluded from developing for itself, or for others, materials which are competitive with, or similar to, the Deliverables. Subject to any applicable restrictions imposed by third parties, the ERP COTS Software Provider shall be free

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to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that it acquires or uses in the course of its performance under the Contract.

9.4 Copyright

9.4.1 WWW Copyright and Intellectual Property Rights

All right, title and interest to the State WWW site, including copyright to all data and information, shall be and remain with the State. The State shall also have, to the fullest extent permitted by law, all rights to any user interfaces and computer instructions embedded within the user interfaces or WWW pages. All WWW pages and any other data or information shall, where applicable, display the State's copyright. All right, title and interest to the ERP COTS Software Provider's WWW site (and code) shall be and remain with the ERP COTS Software Provider.

9.5 Survival

This Section 9 shall survive the termination of the Contract.

10. GENERAL PROVISIONS

10.1 Conditional Nature of Contract

Notwithstanding any provision in the Contract to the contrary, all obligations of the State, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall immediately notify the ERP COTS Software Provider, have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate the Contract immediately upon giving the ERP COTS Software Provider notice of such termination. Upon such termination, the ERP COTS Software Provider may discontinue performance of Services for which it has not been paid until the State has provided adequate assurances that the ERP COTS Software Provider will be paid in full for such Services and also for Services rendered and not yet paid for by the State. The State shall not be required to transfer funds from any other account in the event funds in the account identified, Fund 030, Department of Administrative Services 014, Organization 0320, Object Classes 090 and 091, and Organization 0361, Object Class 090 and Fund 010, Department of Administrative Services 014, Organization 1370, Object Class 097 are reduced or unavailable.

10.2 Compliance by the ERP COTS Software Provider with Laws and Regulations: Equal Employment Opportunity

10.2.1 In connection with the performance of the Contract, the ERP COTS Software Provider shall comply with all statutes, laws, regulations, orders of federal, state, county or municipal authorities which impose any obligation or duty upon the ERP COTS Software Provider, including, but not limited to, civil rights and equal opportunity laws. The ERP COTS Software Provider shall also comply with all applicable local, state and federal licensing requirements and standards necessary in the performance of the Contract.

10.2.2 During the term of the Contract, the ERP COTS Software Provider shall not discriminate against employees or applicants for employment in violation of applicable state or federal laws, including but not limited to non discrimination because of race,

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color, religion, creed, age, sex, handicap or national origin and will take affirmative action to prevent such discrimination.

10.2.3 If the Contract is funded in any part by monies of the United States, the ERP COTS Software Provider shall comply with all the provisions of Executive Order No. 11246 (“Equal Employment Opportunity”), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issues to implement these regulations. The ERP COTS Software Provider further agrees to permit the State or United States, access to any of the ERP COTS Software Provider’s pertinent books, records, and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and covenants and conditions of the Contract.

10.3 Regulatory/Government Approvals

Not applicable.

10.4 Personnel

Not Applicable.

10.5 Termination for Conflict of Interest

10.5.1 The State may terminate the Contract by written notice if it determines that a conflict of interest exists, including but not limited to, a violation by any of the parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of contracts.

10.5.2 In the event the Contract is terminated as provided above, the State shall be entitled to pursue the same remedies against the ERP COTS Software Provider as it could pursue in the event of a default of the Contract by the ERP COTS Software Provider if the ERP COTS Software Provider knew or should have known about such conflict of interest.

10.6 Termination for Default

10.6.1 Unless otherwise provided in the Contract, in the event of a default by a party, the other party shall provide the defaulting party written notice of default, and the defaulting party must cure the default within thirty (30) days (“cure period”). If the defaulting party fails to cure the default within the cure period, the other party may, at its sole discretion declare the defaulting party in default, terminate the Contract, and pursue its remedies at law and in equity.

10.6.2 Waiver of Event of Default

No failure by a party to enforce any provisions hereof after any event of default shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any default shall be deemed a waiver of the right of a party to enforce each and all of the provisions hereof upon any further or other default on the part of the other party.

10.7 Termination for Convenience

The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by providing thirty (30) days written notice to the ERP COTS Software Provider. In the event of such termination for convenience, the State shall pay the ERP COTS Software

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Provider for Service or Deliverables that were provided in accordance with Exhibit B. Payment for Services or Deliverables provided prior to the date of termination, will be calculated on a prorated basis, in accordance with Exhibit B.

10.8 Force Majeure

Neither party shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

10.9 Confidential Information

10.9.1 Confidentiality of State's Information

In performing its obligations under the Contract, the ERP COTS Software Provider may gain access to information of the State, including State Confidential Information. The ERP COTS Software Provider agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, and reproduction, State Confidential Information that becomes available to the ERP COTS Software Provider in connection with its performance under the Contract, regardless of its form. All right, title, and interest in and to the State's Confidential Information shall remain with the State. Subject to applicable federal or state laws and regulations, including without limitation RSA Chapter 91-A, State Confidential Information shall not include information which: (i) was disclosed to the ERP COTS Software Provider on a non-confidential basis from a source other than the State, which the ERP COTS Software Provider believes is not prohibited from disclosing such information as a result of an obligation in favor of the State; (ii) is developed by the ERP COTS Software Provider independently of, or was known by the ERP COTS Software Provider prior to, any disclosure of such information made by the State; or (iii) is disclosed with the written consent of the State. A receiving party also may disclose State Confidential Information to the extent required by an order of a court of competent jurisdiction after it has provided the State with reasonable advance notice of such an order. The ERP COTS Software Provider shall immediately notify the State if any request, subpoena or other legal process is served upon the ERP COTS Software Provider regarding the State's Confidential Information, and the ERP COTS Software Provider shall cooperate with the State in any effort it undertakes to contest the subpoena or other legal process. In the event of unauthorized use or disclosure of the State's information, the ERP COTS Software Provider shall immediately notify the State, and the State may immediately pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

10.9.2 ERP COTS Software Provider's Confidential Information

Insofar as the ERP COTS Software Provider seeks to maintain the confidentiality of its confidential information, the ERP COTS Software Provider must clearly and in sufficient detail identify in writing the information it claims to be confidential. The ERP COTS Software Provider acknowledges that the State is subject to the Right-to-Know law, RSA Chapter 91-A. The State shall maintain the confidentiality of the properly identified confidential information insofar as it is consistent with applicable state and federal laws and regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by the ERP

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COTS Software Provider as confidential, the State shall notify the ERP COTS Software Provider and specify the date the State will be releasing the requested information. At the request of the State, the ERP COTS Software Provider shall cooperate with and assist the State with the collection and review of the ERP COTS Software Provider's confidential information at no additional cost to the State. Any effort to prohibit or enjoin the release of the information shall be the ERP COTS Software Provider's sole responsibility and at the ERP COTS Software Provider's sole expense. If the ERP COTS Software Provider fails to obtain a court order enjoining the disclosure, the State may release the information to the requestor on the date specified in the State's notice to the ERP COTS Software Provider, without any State liability to the ERP COTS Software Provider.

10.9.3 This Section 10.9 shall survive termination of the Contract.

10.10 The ERP COTS Software Provider's Relation to the State

In the performance of the Contract, the ERP COTS Software Provider is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the ERP COTS Software Provider nor any of its officers, employees, agents, or members shall have authority to bind the State or receive any benefits, worker's compensation or other emoluments provided by the State to its employees.

10.11 Assignment, Delegation and Subcontracts

10.11.1 Neither party shall assign, delegate, subcontract, or otherwise transfer any of its interest, rights or duties under the Contract without the prior written consent of the other party. Such consent will not be unreasonably withheld. Any attempted transfer, assignment, delegation or other transfer made without the other party's prior written consent shall be null and void. Notwithstanding the foregoing, the ERP COTS Software Provider may assign the Contract to the successor of all, or substantially all, of the assets or business of the ERP COTS Software Provider, provided that the successor assumes in writing all liabilities and obligations under the ERP COTS Software Provider, and the ERP COTS Software Provider provides the State with reasonable advance written notice of such an assignment.

10.11.2 In the event of a permitted assignment, delegation or other transfer of any of ERP COTS Software Provider's interest, rights, or duties under the Contract, in addition to the transferee, assignee, or delegee ("Successor"), the ERP COTS Software Provider shall remain responsible for performance of the entire Contract regardless of whether a Successor is used, unless otherwise agreed to in writing by the State and the Successor fully assumes in writing any and all obligations and liabilities under the Contract. In the absence of a written assumption of full obligations and liabilities of the Contract by the Successor, any permitted assignment, delegation, or other transfer shall neither relieve the ERP COTS Software Provider of any of its obligations under the Contract nor shall it affect any remedies available to the State against the ERP COTS Software Provider for default. Unless, and until, an assignment, delegation, or subcontract occurs as provided above, the State will consider the ERP COTS Software Provider to be the sole point of contact with regard to all contractual matters, including, without limitation, payment of any and all charges resulting from the Contract.

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10.12 Indemnification

10.12.1 General

The ERP COTS Software Provider shall indemnify, defend and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based upon or resulting from, arising out of or relating to personal injury, bodily injury or death of any person or damage to real and/or tangible property (excluding software, data or documentation) on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the negligent acts and/or omissions of the ERP COTS Software Provider, its personnel and agents during the course of performance of the Contract.

10.12.2 Intellectual Property Infringement and Indemnification

The ERP COTS Software Provider shall defend and indemnify the State for and against any claims and/or damages asserted by third parties alleging that the State's use of the ERP COTS and associated Warranty, Maintenance, and Support Services provided by the ERP COTS Software Provider to the State infringes any patent, trademark, copyright, trade name or other intellectual property rights or misappropriates any trade secret of any third party.

10.12.3 Survival

Section 10.12, *Indemnification*, shall survive termination of the Contract.

10.13 Limitation of Liability

10.13.1 State

In no event, shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations (e.g., RSA Chapter 541-B), the State's liability to the ERP COTS Software Provider shall not exceed fees paid in an amount not to exceed: a) *Pre-implementation*: the fees paid by the State for the ERP COTS and any annual support fees paid through the implementation; or b) *Post-implementation*: the most recent annual maintenance support fees paid. Subject to applicable laws and regulations, the foregoing limitation shall not apply to any claims of infringement by the State of the ERP COTS Software Provider's intellectual property.

10.13.2 The ERP COTS Software Provider

Subject to applicable laws and regulations, the ERP COTS Software Provider shall not be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages, and the ERP COTS Software Provider's liability to the State shall not exceed total fees paid. This limitation of liability shall not apply to the ERP COTS Software Provider's obligations set forth in Section 10.12.2 (Intellectual Property Infringement Indemnification).

10.13.3 Survival

Section 10.13 *Limitation of Liability*, shall survive termination of the Contract.

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10.14 State's Sovereign Immunity

10.14.1 State's Immunity

Notwithstanding any provision of this Contract to the contrary, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

10.15 Insurance

10.15.1 The ERP COTS Software Provider Insurance Requirements

The ERP COTS Software Provider shall, at its sole expense, obtain and maintain in force, and shall require any Subcontractor or assignee to obtain and maintain in force, including for the benefit of the State, the following insurance:

- a. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident; and
- b. The policies described in subparagraph 10.15.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than ten (10) days after written notice thereof has been received by the State.

10.16 Notice

Any notice by a party to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered mail, postage prepaid, in a United States Post Office addressed to the parties at the following addresses.

TO THE CONTRACTOR:

Lawson Software
Attn: General Counsel
380 St Peter Street
St Paul, MN 55102
Tel: (973) 256-4500 ext. 2322

TO STATE:

State of New Hampshire
Commissioner, Department of Administrative Services
25 Capitol Street, Room 120
Concord, NH 03301-6321
Tel: (603) 271-3201

10.17 Amendment

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

10.18 Construction of Contract and Terms

The Contract shall be construed in accordance with the laws of the State of New Hampshire, without regard to choice of law provisions of New Hampshire law, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. Any action on the Contract may only be brought in the State of New Hampshire, Merrimack County Superior Court pursuant to RSA 491:8.

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10.19 Third Parties

The parties hereto do not intend to benefit any third parties and the Contract shall not be construed to confer any such benefit.

10.20 Not a Joint Venture

Nothing in this Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent/principal relationship) between the State and the ERP COTS Software Provider.

10.21 Headings

The headings in the Contract shall not be held to explain, modify, amplify, or aid in the construction or interpretation of the Contract provisions, and are for reference purposes only.

10.22 Exhibits

The Exhibits referred to in and attached to the Contract are made a part of it as if fully included in the text.

10.23 Survival

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive. Moreover, the terms of the Sections addressing Records Retention and Access Requirements, Accounting Requirements, Confidential Information, Indemnification, and Liability, shall survive the termination of the Contract.

10.24 Entire Contract

The Contract, which may be executed in a number of counterparts, each of which shall be deemed an original, constitute the entire Contract and understanding between the parties, and supersedes all prior Contracts and understandings.

10.25 Remedies

10.25.1 ERP COTS Software Provider's Remedies

ERP COTS Software Provider may terminate Maintenance and Support at any time if all ERP COTS Software Provider invoices, that are then due and payable, are not paid within 15 days after notice of late payment. ERP COTS Software Provider may terminate Support if the Support renewal payment is not received by the Support Period renewal date. ERP COTS Software Provider may terminate the License and the Contract if any undisputed invoices are not paid by the State within 15 days after notice of late payment or if the State does not cure any other material breach of the Contract within 90 days after notice of breach. The State shall promptly destroy or return to ERP COTS Software Provider all ERP COTS if the License and the Contract terminate as described in this Section 10.25 (Third Party-owned Products must be destroyed or returned to ERP COTS Software Provider upon termination of the License).

10.26 Export

The State shall not directly or indirectly export the ERP COTS or Deliverables without the prior written authorization of ERP COTS Software Provider and compliance with laws and regulations that apply to the State.

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11. DEFINITIONS

Capitalized terms used in the Contract will have the meanings given below:

Acceptance	A notice from the State to the Contractor that, as applicable, Acceptance Testing or Review has been satisfied.
Agency	Any department, commission, board, institution, bureau, office, or other entity, by whatever name called, the legislative and judicial branches of state government, established in the constitution, statutes, session laws or executive orders.
Budget Fiscal Year	The New Hampshire budget fiscal year which extends from July 1 st through June 30 th of the following calendar year.
CAFR	Comprehensive Annual Financial Report.
CCP	Change Control Procedures.
CR	Change Request.
CM	Configuration Management.
Change Order	The document used to propose and accept changes to the scope of work under the Contract.
Contract Documents	The Contract Agreement Form, Statement of Work and Exhibits A through L.
Contracting Officer	The State officer identified in section 1.9 of the Contract Agreement form, hereto.
COTS	Commercial Off-The-Shelf Software applications
Custom Software	Modifications or alterations of the ERP COTS and Documentation, use of the ERP COTS outside of Documentation, combination of ERP COTS or Services not provided or authorized by the ERP COTS Provider; and Software developed and provided by the ISV that is required for a fully functional ERP System (e.g., interfaces, conversions, and other specialized code), in source code and object code formats. Enhancements provided by the ISV during the Term will be included as part of the Custom Software.
DAS	State of New Hampshire, Department of Administrative Services.
Data	State's records, files, forms, data and other documents or information that will be converted by the ISV or ERP COTS Software Provider for processing.
Deficiency	<p>A failure, non-compliance, or defect in the ERP COTS not meeting and performing in accordance with the Contract.</p> <ul style="list-style-type: none"> • Priority 1 Deficiency (or equivalent) – Software - Critical, does not allow the ERP COTS to operate, no work around, demands immediate action. • Priority 2 Deficiency (or equivalent) – Software - important, does not stop operation and/or there is a work around and user can perform tasks. • Priority 3 Deficiency (or equivalent) – Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require reperformance of the Services.

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Deliverable	Software, Non-Software, and Written Deliverables.
Documentation	All “help” screen or other documentation describing the operation of the ERP COTS, which are delivered (in printed or electronic form) with the ERP COTS by ERP COTS Software Provider or a Third Party, any subsequent updates, supplements and new versions of that documentation provided to the State by ERP COTS Software Provider under the Product Warranty or Support or by a Third Party, and any copies of that documentation. Documentation excludes all advertising, marketing materials, requests for proposal, proposals, demonstration materials and other promotional information.
Effective Date	The date on which the Contract takes effect following Governor and Council approval.
Enhancements	Updates, additions, modifications to, and new releases for the ERP COTS, and all changes to the Documentation.
ERP COTS	The commercial off the shelf integrated, multifunction application software and media licensed to the State by the ERP COTS Software Provider, inclusive of Affinity third party software, for installation (in source code or object code as specified in Exhibit A), any repairs, replacements, upgrades, updates, enhancements and new releases provided by ERP COTS Software Provider to the State under Support or provided by a Third Party to the State, and any copies of that code and all “help” screen or other Documentation describing the operation of the ERP COTS and associated Third Party software, which are delivered (in printed or electronic form) with the ERP COTS by ERP COTS Software Provider or a Third Party, any subsequent updates, supplements and new versions of that Documentation provided to the State by ERP COTS Software Provider under the ERP COTS Warranty or Support or by a Third Party, and any copies of that documentation (“Documentation”).
ERP COTS Software Provider-Supported Software	The unmodified ERP COTS specified as “LSP” in Exhibit A for so long as those ERP COTS are eligible for Support by ERP COTS Software Provider under Exhibit F during the Support Period.
ERP Solution	The ERP Solution consisting of all ERP COTS, Services, Deliverables, and the ERP System.
FDM	Financial Data Management Division, Department of Administrative Services.
Federal Fiscal Year (FFY)	The Federal fiscal year which extends from October 1st through September 30 th of the following calendar year.
Firm Fixed Price Contract	A not to exceed contract based upon a flat fee to perform work as described in this Contract.
Function	Capabilities that provide a business process of the ERP COTS System.
GAAP	Generally Accepted Accounting Principles.
GHRS	The State’s Government Human Resources System.
Governor and Executive Council	The New Hampshire Governor and Executive Council.
IFS	The State’s Integrated Financial System.
Implementation	The process for making the System fully operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and

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	includes without limitation, training, business and technical procedures.
Implementation Services Vendor (ISV)	CIBER, Inc.. (See contract between the State and Ciber, Inc., contract 2006-015-1 CIBER, Inc. or other State designated ISV certified by Lawson Software have the same rights to ERP COTS source code and Third Party software under this Contract. Certification by Lawson Software will not be unreasonably withheld (see Exhibit F Section 1 <i>License Grant</i>)).
Information Technology (IT)	Tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, data processing, computing, information systems, telecommunications, and various audio and video technologies.
Intellectual Property Rights	All copyrights, patent rights, confidentiality rights, trade secret rights and trademark rights now known or created in the future.
License Term	Perpetual, as applicable in Exhibit A, or the License is terminated pursuant to the Contract.
Maintenance and Support	Maintenance services provided by the ERP COTS Software Provider under the Contract.
Major Release	The version of a ERP COTS Software Provider-Supported Product denominated by the number before and after the first decimal point in the release designation (<i>e.g.</i> 8.0 and 8.1 are each different Major Releases).
Module	Stand-alone software segment of the ERP System that may contain one or more ERP Functions.
Non-Software Deliverables	Deliverables that are not Written or ERP COTS Deliverables.
Normal Business Hours	8:00 a.m. to 4:30 PM EST, Monday through Friday, excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4 th , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day.
Notice to Proceed (NTP)	Official written notice from the State to the ERP COTS Software Provider to commence work under the Contract.
Office of Information Technology (OIT)	The Office of Information Technology established under RSA 4-D within the Office of the Governor.
Order of Precedence	The order in which Contract Documents preside in the event of a conflict or ambiguity.
Project	The planned undertaking regarding the entire subject matter of the Contract and the activities of the parties related hereto.
Proposal	The written proposal submitted by the Implementation Services Vendor (Ciber, Inc.) on behalf of the ERP COTS Software Provider and the ISV in response to RFP 2006-015.
Rejection	A notice from the State to the ERP COTS Software Provider that, as applicable, Acceptance Testing or Review is not satisfied or has failed.
RFP (Request for Proposal)	Request For Proposal 2006-015.
Services	The tasks and services to be performed by the ERP COTS Software Provider under the Contract.
Service Deliverable	Any tool, training, materials, or other non-ERP COTS provided by the ERP

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	COTS Software Provider.
Software	All ERP COTS Software under the Contract, including Third Party software.
ERP COTS Software Provider	Lawson, Inc.
Specifications	The detailed description of requirements and responsibilities in the Documentation. Documentation shall be incorporated into the Contract by reference.
State	The State of New Hampshire, acting through the Department of Administrative Services.
State Confidential Information	State's information, regardless of its form, that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to, RSA Chapter 91-A. Examples, include, but are not limited to, the following: Records of grand and petit juries; Records of parole and pardon boards; Personal school records of pupils; Records pertaining to internal personnel practices, commercial, or financial information, test questions, scoring keys and other examination data used to administer a licensing examination, examination for employment, or academic examinations and personnel (SSN, payroll information) medical, welfare, library user, video tape sale or rental, and any other files whose disclosure would constitute invasion of privacy.
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 st through June 30 th of the following calendar year
State's Project Manager (PM)	The State appointed manager of the ERP Project. This resource may be a State Employee or a Consultant hired by the State.
Statement of Work (SOW)	Statement of Work portion of the Contract.
Subcontractor	A person, partnership, or company not in the employment of or owned by the ERP COTS Software Provider, which is performing Services under this Contract under a separate Contract with or on behalf of the ERP COTS Software Provider.
Subject Matter Expert (SME)	Resource with expertise on a given functional topic or subject.
Successor	A party who is a transferee, assignee, or delegee.
Support Period	(a) The initial period of Support specified in Exhibit B commencing on the initial delivery of the ERP COTS Software Provider-Supported Products ("Initial Support Period") and (b) any renewal period of Support under this Exhibit F for those ERP COTS Software Provider-Supported Products.
Support Services	Support services provided by the ERP COTS Software Provider as set forth in Exhibit E, hereto.
System	The total ERP System including, without limitation, all ERP COTS, specified hardware, interfaces, and extensions, and the complete collection of data integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined.

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Term	The Contract term, beginning upon approval by Governor and Executive Council approval and ending on June 30, 2016.
Third Party Software	Software that is not owned by Lawson (excluding Affinity).
Vendor	An Implementation Services Vendor and/or ERP COTS Software Provider, as applicable.
Vendor Combination	The combination of the Implementation Services Vendor (Ciber, Inc.) and the ERP COTS Software Provider working together to provide an ERP Solution to the State. The Implementation Services Vendor will be responsible for ensuring that the ERP COTS System is successfully implemented in the State's Environment. The ERP COTS Software Provider will be responsible for providing ERP COTS Licenses and associated ERP COTS Warranties, Maintenance, and Support Services.
Warranty	Warranties provided by the ERP COTS Software Provider under the Contract
Warranty Period	A period (90 days after installation of ERP COTS) of coverage in which the ERP COTS Software Provider is responsible for providing a guarantee for ERP COTS and Services furnished to the State under the Contract. (see Exhibit D: <i>Warranties</i>)
Warranty Releases	ERP COTS code that is provided to the State as a remedy for defects documented during the Warranty Period.
Work Plan	The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project.
Written Deliverables	Non-software written deliverable documentation (letter, report, manual, book, other) provided by the ERP COTS Software Provider either in paper or electronic format.

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1. DELIVERABLES, MILESTONES AND ACTIVITIES

The ERP COTS Software Provider shall provide the State with ERP COTS Licenses, Warranties, Maintenance, and Support, which meet and perform in accordance with the Documentation. Documentation is hereby incorporated into the Contract by reference as is fully set forth herein.

The Deliverables are set forth below in Section 2 of this Exhibit.

Pricing for Deliverables is detailed in Exhibit B: *Price and Payment Terms*.

2. DELIVERABLES

2.1 ERP COTS

All ERP COTS and associated Documentation shall be made available to the State's designated ISV within thirty (30) calendar days following Notice to Proceed and after Governor and Executive Council approval. Notwithstanding any provision of this Contract to the contrary, the State may allow its agents and Contractor to access and use the ERP COTS, Documentation and Third Party Software for State business purposes only, including but not limited to, implementation and other Services as described in the State's Contract with CIBER, Inc. (Contract 2006-015-1) and in such event the State will inform such agents and Contractors that each shall abide by their ERP COTS licensing terms and conditions to the extent that the State's agents or Contractors are not certified by Lawson Software, Lawson Software will not unreasonably withhold such certification.

- (a) "MUN" means "Maximum Users Named" the maximum number of Users designated by Client.
- (b) "MUS" means "Maximum Users Seats" the maximum number of the State's workstations on which the ERP COTS may be installed.
- (c) "MP" means "Maximum Persons" deriving benefit from the State's use of the Human Resources Software (the "HR Software") licensed hereunder, including but not limited to any individual for whom data is maintained using the HR Software. Persons can include, but is not limited to, full and part-time employees, volunteer, pensioners, temporary workers, seasonal workers, contractors and consultants.
- (d) "MS" means "Maximum Servers" the maximum number of hardware platforms on which the ERP COTS may be installed. Address, hardware manufacturer and model number, operating system and its release level, media required, and database and its release level on which the ERP COTS Software is to be installed, must be listed in the Order Form.
- (e) "MCP" means "Maximum Central Processing Unit", the maximum number of central processing units which make up the hardware platform(s) on which the ERP COTS may be installed. Address, hardware manufacturer and model number, operating system and its release required, and database and its release level for the hardware platform on which the ERP COTS Software is to be installed, must be listed in the Order Form.
- (f) "LSP" means a ERP COTS Software Provider-Supported software eligible for Support under the Contract.
- (g) "LSP-REQ'D" means an ERP COTS Software Provider-Supported software that must remain under Support if the State is to receive Support for any other ERP COTS Software Provider-Supported ERP COTS.
- (h) "No LS" means a Third Party-owned software that is not maintained or supported by ERP COTS Software Provider (the State may elect to purchase at the State's expense from the applicable Third Party available support for the Third Party-owned software specified in the Order Form as "No LS").

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- (i) “No LS/Paid” means a Third Party-owned software that is not maintained or supported by ERP COTS Software Provider, but is supported by the Third Party owner during the Initial Support Period free of charge. The State must execute a separate support agreement with the Third Party owner before receiving support. After the Initial Support Period, available support would be at the Third Party owner’s then current rates.
- (j) "O" means object code.
- (k) "S" means source code.
- (l) The License Term for the ERP COTS listed in this Exhibit is perpetual.
- (m) Initial Support Period. If the ERP COTS Software Provider-Supported Products listed below are delivered on or between June 1 and February 29, the “Initial Support Period” for those ERP COTS Products will commence on delivery and end on the first May 31st that occurs after delivery. If the Lawson-Supported Products listed below are delivered on or between March 1 and May 31, the “Initial Support Period” for those Products will commence on delivery and end on the first May 31st that occurs more than 11 months after delivery.
- (n) Support Fee for Initial Support Period. The Initial Support Fee is described in Exhibit B.
- (o) Support Fee for First Annual Renewal of Support. The Support Fee for the first annual renewal of Support is described in Exhibit B.

Table 2.1-1 ERP COTS Licenses

Product Name	Maximum Users/Servers	Lawson License Included	Software Code	Support Type
Lawson Financial Suite				
1) Accounts Payable	Unlimited Users	Included	S	LSP
2) Accounts Receivable	Unlimited Users	Included	S	LSP
3) Average Daily Balance	Unlimited Users	Included	S	LSP
4) Billing Module	Unlimited Users	Included	S	LSP
5) Cash Management	Unlimited Users	Included	S	LSP
6) Customer Information Mobile Solution	Unlimited Users	Included	S	LSP
7) Customer Self Service	Unlimited Users	Included	S	LSP
8) Financial Application Suite	Unlimited Users	Included	S	LSP
9) General Ledger	Unlimited Users	Included	S	LSP
10) Invoice Matching	Unlimited Users	Included	S	LSP
11) Lease Management	Unlimited Users	Included	S	LSP
12) Multi-Book Ledger	Unlimited Users	Included	S	LSP
13) Project Accounting, Billing, & Revenue	Unlimited Users	Included	S	LSP
14) Strategic Ledger	Unlimited Users	Included	S	LSP
15) Supply Chain	Unlimited Users	Included	S	LSP
16) Time and Expense	Unlimited Users	Included	S	LSP
17) Vendor Self Service	Unlimited Users	Included	S	LSP
18) Grant Management	Unlimited Users	Included	S	LSP
Lawson Procurement Suite				
19) Vendor Self-Service	Unlimited Users	Included	S	LSP
20) Mobile Supply Chain Management	Unlimited Users	Included	S	LSP
21) Distribution Package	Unlimited Users	Included	S	LSP
22) Lawson EDI - Standard	Unlimited Servers	Included	S	LSP

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23) E-Procurement Product - requires: Requisitions Self Service Center, Purchase Order, and Requisitions; incl: WebMethods.	Unlimited Users	Included	S	LSP
24) Inventory Control	Unlimited Users	Included	S	LSP
25) Physical Inventory Mobile Solution	Unlimited Users	Included	S	LSP
26) Procurement Package Suite	Unlimited Users	Included	S	LSP
27) Purchase Order	Unlimited Users	Included	S	LSP
28) Receiving and Delivery	Unlimited Users	Included	S	LSP
29) Requisitions	Unlimited Users	Included	S	LSP
30) Requisitions Self-Service	Unlimited Users	Included	S	LSP
31) Work Order	Unlimited Users	Included	S	LSP
Affinity Global Solutions				
32) BARS Budgeting Package	Unlimited Users	Included	S	LSP
Lawson Human Resources Suite				
33) Absence Management	Unlimited Users	Included	S	LSP
34) Benefits Administration	Unlimited Users	Included	S	LSP
35) Employee and Manager Self Service	Unlimited Users	Included	S	LSP
36) Human Resources Package Suite	Unlimited Users	Included	S	LSP
37) North American Payroll Package	Unlimited Users	Included	S	LSP
38) Personnel Administration	Unlimited Users	Included	S	LSP
39) Tip Processing	Unlimited Users	Included	S	LSP
40) e-Recruiting - only available for Oracle; includes WebMethods (Third Party Owned).	25,000 Employees	Included	O	LSP
Optional Items for use with Lawson E-Recruiting				
41) Smart Notification Starter Pack for e-Recruiting	Unlimited Named Users / 1 Server	Included	S	LSP
42) Third Party Chart FX	Unlimited Users	Included	O	LSP
Extensions - Internet Technologies				
43) Internet Object Service	Unlimited Users	Included	S	LSP
44) Lawson System Foundation	16 Processors	Included	O	LSP
45) Portal	Unlimited Users	Included	S	LSP
46) Portal Content Management	Unlimited Users	Included	S	LSP
Extensions - Information Management				
47) Lawson Terminal (*Seat based)	Unlimited Users	Included	O	LSP
48) Lawson Add-ins for Microsoft Office	Unlimited Users	Included	O	LSP
Extensions - Development Environments				
49) Lawson 4GL Report Writer	Unlimited Users	Included	S	LSP
50) Application Developer Workbench (CASE)	Unlimited Users	Included	O	LSP
51) Collaborative Commerce Engine	Unlimited Users	Included	S	LSP
52) Design Studio - Production Server	1 Server	Included	S	LSP
53) Design Studio - Development Server	1 Server	Included	S	LSP

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54) Development Environments for Palm OS® - Production	1 Server	Included	S	LSP
55) Development Environments for Palm OS® - Development	1 Server	Included	S	LSP
Mobile Solutions - (requires Development Environments for Palm OS)				
56) Customer Information Mobile Solution - Requires Accounts Receivable	Unlimited Users	Included	S	LSP
57) Physical Inventory Mobile Solution - Requires Inventory Control	Unlimited Users	Included	S	LSP
Extensions - System Management				
58) Lawson System Monitor	Unlimited Users	Included	O	LSP
Extensions - Workflow				
59) ProcessFlow Integrator (CPU Based)	4 CPU License	Included	O	LSP
60) ProcessFlow Solutions for Financials	Unlimited Users	Included	S	LSP
61) ProcessFlow Solutions for Distribution	Unlimited Users	Included	S	LSP
62) ProcessFlow Solutions for Human Resources	Unlimited Users	Included	S	LSP
63) ProcessFlow Solutions for Procurement	Unlimited Users	Included	S	LSP
Business Management System				
64) OLE DB Object Services	Unlimited	Included	S	LSP
65) Fax Integrator - Requires Purchase Order (PO) Software	Unlimited	Included	O	LSP
66) Handheld Device Integrator - Requires Inventory Control (IC) Software	Unlimited	Included	O	LSP
Lawson Enterprise Performance Management Suite				
Lawson Business Intelligence Suite:	4 Processors	Included	S	LSP
67) Reporting Services	Unlimited Servers	Included	S	LSP
68) Framework Services	Unlimited Servers	Included	S	LSP
69) OLE DB Connector/Query Builder Object Services	Unlimited Servers	Included	S	LSP
70) Crystal Reports XI (3 users)	3 Named Users	Included	O	LSP
71) CR Server XI Embedded Edition (unrestricted use)	Unlimited Servers	Included	O	LSP
72) Smart Notification Full Use: for Procurement, Services Automation, Distribution, Human Resources, & Financials (Third Party Chart FX)	Unlimited Servers	Included	S	LSP
73) Scorecard	Unlimited Servers	Included	S	LSP
74) Cube Builder	Unlimited Servers	Included	S	LSP
75) Information Access	Unlimited Servers	Included	S	
76) ProcessFlow Professional (Premium Suite)	Unlimited Servers	Included	O	LSP
77) Lawson Add-ins for Microsoft Office	Unlimited Users	Included	S	LSP
78) Lawson Security	Unlimited Users	Included	S	LSP
79) Lawson Application Maintenance Toolkit	Unlimited Users	Included	S	LSP

State of New Hampshire
Department of Administrative Services
ERP Acquisition and Implementation – ERP COTS Software Provider
Contract 2006-015-2 Exhibit A
Contract Deliverables

80) Analytic Server (Third Party Chart FX)	Unlimited Servers	Included	O	LSP
81) Information Architecture	Unlimited Servers	Included	S	LSP
Micro Focus Server Express (Third Party Owned)				
82) Micro Focus Server Express Compiler	Unlimited Servers	Included	O	LSP-REQ'D
83) Micro Focus Server Express Application Runtime Unlimited	16 Processors	Included	O	LSP-REQ'D
BSI Tax Service (Third Party-Owned)				
84) BSI TaxFactory	25,000 Employees	Included	O	LSP
IBM WebSphere				
85) IBM WebSphere Application Server	16 Processors	Included	O	LSP
86) IBM Universal Database (optional use)	16 Processors	Included	O	LSP
87) IBM WebSphere Tivoli Directory Server	16 Processors	Included	O	LSP
Legend: Code: O – Object; S- Source. Support Types: LSP – a Software Provider ERP COTS eligible for support under the Contract; LSP-REQ'D - a Software Provider Product that must remain under support if State is to receive support for any other Software Provider –supported ERP COTS.				

3. ERP COTS LICENSES

The ERP COTS Software Provider shall provide the State with ERP COTS Licenses for the ERP COTS as described herein, and with associated pricing, in Exhibit B: *Price and Payment Terms*, hereto.

4. ERP COTS WARRANTY, MAINTENANCE, AND SUPPORT SERVICES

The ERP COTS Software Provider shall provide the State with Warranty, Maintenance and Support Services for the ERP COTS as required under the Contract, Exhibit D: *Warranty* and Exhibit E: *Maintenance and Support*, hereto.

State of New Hampshire
Department of Administrative Services
ERP Acquisition and Implementation – ERP COTS Software Provider
Contract 2006-015-2 Exhibit K
Contractor Certificate of Authority

Insert Contractor Certificate of Authority here.

New Hampshire Certificate of Authority or Certificate of Good Standing

(VENDORS NEED TO SUBMIT)

As a condition of contract award, the Vendor must furnish a Certificate of Authority/Good Standing dated after April 1, 2006, from the Office of the Secretary of State of New Hampshire. If your company is not registered, an application form may be obtained from:

Secretary of State
State House Annex
25 Capitol Street
Concord, New Hampshire 03301
603-271-3244

If your company is registered, a Certification thereof may be obtained from the Secretary of State.

State of New Hampshire
Department of Administrative Services
ERP Acquisition and Implementation – ERP COTS Software Provider
Contract 2006-015-2 Exhibit J
Certificate of Vote

CERTIFICATE

(Corporation With Seal)

I, _____, Clerk/Secretary of the _____, do hereby certify that:

- (1) I am the duly elected and acting Clerk/Secretary of the _____
_____, a _____ corporation (State of incorporation) (the "Corporation");
- (2) I maintain and have custody of and am familiar with the Seal and minute books of the Corporation;
- (3) I am duly authorized to issue certificates;
- (4) The following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the _____ day of _____, 2006, which meeting was duly held in accordance with _____ (State of Incorporation) law and the by-laws of the Corporation:

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Administrative Services, providing for the performance by the Corporation of certain Statewide ERP COTS License, Maintenance, and Support Services, and that the President (any Vice President) (and the Treasurer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any officer of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

The foregoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and the following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below:

_____ President

_____ Vice President

_____ Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation and have affixed its corporate seal this _____ day of _____, 2006.

Clerk/Secretary

State of New Hampshire
Department of Administrative Services
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Certificate of Vote

(Seal)

STATE OF _____

COUNTY OF _____

On this the ____ day of _____, 2006, before me, _____,
the undersigned Officer, personally appeared and acknowledged her/himself to be the
_____, of _____, a corporation, and
that she/he, as such _____ being authorized to do so, executed the foregoing
instrument for the purposes therein contained, by signing the name of the corporation by her/himself as
_____.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public/Justice of the Peace

My Commission Expires:

**State of New Hampshire
Department of Administrative Services
ERP Acquisition and Implementation – ERP COTS Software Provider
Contract 2006-015-2 Exhibit H
Contractor Proposal by Reference**

The CIBER, Inc. Proposal to Department of Administrative Services RFP 2006-015, Sections III, IV, and V, dated November 14, 2005, is incorporated herein by reference.

**State of New Hampshire
Department of Administrative Services
ERP Acquisition and Implementation – ERP COTS Software Provider
Contract 2006-015-2 Exhibit G
NH DAS RFP 2006-015 with Addendums 1 through 3, and with Clarifications dated
February 8, 2006, which is incorporated herein by reference**

NH DAS RFP 2006-015 (with Addendums 1 through 3) issued August 15, 2005 and with Clarifications dated February 8, 2006 is incorporated herein by reference.

State of New Hampshire
Department of Administrative Services
ERP Acquisition and Implementation – ERP COTS Software Provider
Contract 2006-015-2 Exhibit F
ERP COTS Licenses, Support, and Warranties

The terms set forth in this Exhibit F: *ERP COTS Licenses, Support, and Warranties* are specific to the provision of the ERP COTS Licenses and related Support, and in no way shall limit or impact the rights under the ERP COTS System Warranty provided by the ISV under Contract 2006-015-1.

1. LICENSE GRANT

Subject to the payment of applicable license fees as set forth in the Contract, Exhibit B: *Price and Payment Terms*, the ERP COTS Software Provider shall grant the State a perpetual, non-exclusive license to use the ERP COTS, subject to the limitations contained in this Exhibit and to the maximum use designations contained in Exhibit A, if any. Notwithstanding any provision of this Contract to the contrary, the State may allow its agents and Contractor to access and use the ERP COTS, Documentation and Third Party Software for State business purposes only, including but not limited to, implementation and other Services as described in the State's Contract with CIBER, Inc. (Contract 2006-015-1) and in such event the State will inform such agents and Contractors that each shall abide by their ERP COTS licensing terms and conditions to the extent that the State's agents or Contractors are not certified by Lawson Software, Lawson Software will not unreasonably withhold such certification.

2. ERP COTS AND DOCUMENTATION COPIES

The ERP COTS Software Provider shall provide the State with a sufficient number of copies of the ERP COTS associated Documentation (including paper or electronic versions), and one copy of each program media. The State shall have the right to copy the ERP COTS only for backup and archival purposes. The State agrees to include copyright and proprietary notices provided to the State on such copies.

3. RESTRICTIONS

The State may not:

- a. Remove or modify any program markings or any notice of the ERP COTS Software Provider's proprietary rights;
- b. Make the programs or materials available in any manner to any third party for use in the third party's business operations;
- c. Cause or permit reverse engineering, disassembly or decompilation of the programs; or
- d. Disclose results of any program benchmark tests without the ERP COTS Software Provider's prior written consent, and such consent will not be unreasonably withheld.
- e. Rent, lease, redistribute, or re-license the ERP COTS, Documentation or Deliverables or use the ERP COTS or Deliverables to provide data processing, outsourcing, service bureau, hosting services or training to third parties.

The restrictions in the Contract concerning the use and confidentiality of the ERP COTS, Documentation and Deliverables extend to any updates, upgrades, enhancements, new releases or support materials related to the ERP COTS, Documentation or Deliverables, and provided by ERP COTS Software Provider or its Third Parties.

4. TITLE

Title, right and interest, including all ownership and intellectual property rights, in the ERP COTS shall remain with the ERP COTS Software Provider or its applicable Third Party. Subject to applicable state and federal laws and regulations, in the event that the State infringes upon the ERP COTS Software Provider's intellectual property rights, the ERP COTS Software Provider may pursue available remedies against the State, including injunction or termination of applicable licenses. However, notwithstanding the foregoing, the State reserves its right to assert any and all available defenses and immunities.

State of New Hampshire
Department of Administrative Services
ERP Acquisition and Implementation – ERP COTS Software Provider
Contract 2006-015-2 Exhibit F
ERP COTS Licenses, Support, and Warranties

5. MODIFICATIONS AND OWNERSHIP

Only the State, and contractors retained by the State and certified by the ERP COTS Software Provider, may modify the ERP COTS **and associated Documentation** and may use the ERP COTS **and associated Documentation** to develop and use (for only the State's business) interfaces or other software. Subject to the License, the ERP COTS Software Provider and Third Parties shall retain all intellectual property rights for the ERP COTS, Services, Service Deliverables and any modifications by the ERP COTS Software Provider of the ERP COTS or Service Deliverables. The ERP COTS Software Provider may engage in independent development, use or licensing of any software developed by the ERP COTS Software Provider under this Contract. Unless authorized by separate contract, the State shall not modify Third Party-Owned Software and associated Documentation. The State shall retain and include on each copy of the ERP COTS, Documentation and Deliverables, all titles, trademarks, and copyright and restricted rights notices.

6. THIRD PARTY-OWNED SOFTWARE AND ASSOCIATED DOCUMENTATION

Third Party-owned Software and associated Documentation sublicensed by Lawson may be used only with the ERP COTS and the operating system/database shown in the applicable Exhibit or Order Form. The State may be required to license and pay for additional Third Party-owned Software and related Documentation that are used with upgrades, enhancements of new releases of the ERP COTS Software Provider-Supported Software and related Documentation. If the reseller agreement terminates between ERP COTS Software Provider and a Third Party: (a) the State may continue to use all Third Party-owned Software and associated Documentation under the License for the License Term.

7. VERIFICATIONS

After reasonable notice and request (an no more than once per year): (a) the State shall provide ERP COTS Software Provider a verification of the State's compliance with the maximum use designations, in according with Exhibit A, and (b) ERP COTS Software Provider, its Third Parties or their representatives may inspect the location where the ERP COTS are installed to verify compliance with the Contract, provided the inspection is during normal business hours, and does not require the State to disclose any information that is not subject to public disclosure under applicable state and federal laws and regulations; and security policies, and does not unreasonably interfere with the State's business.

8. WARRANTIES

8.1 ERP COTS

Unless otherwise agreed to, during the Support Period, the ERP COTS Software Provider warrants that, when installed by a Lawson certified vendor, CIBER is a Lawson Software certified vendor, the unmodified ERP COTS licensed to the State will operate in all material respects as described in the unmodified Documentation for such ERP COTS. The State will notify the ERP COTS Software Provider within twenty (20) business days of discovery of a breach of this ERP COTS Warranty. The ERP COTS Software Provider shall respond to this breach in accordance with the-then ERP COTS Software Provider's Global Support Manual.

8.2 Support and Services Warranty

The ERP COTS Software Provider warrants that at the time of Support or Services delivery, the Support and Services shall be provided by trained personnel and in a professional manner using commercially reasonable efforts.

State of New Hampshire
Department of Administrative Services
ERP Acquisition and Implementation – ERP COTS Software Provider
Contract 2006-015-2 Exhibit F
ERP COTS Licenses, Support, and Warranties

8.3 Title Warranty

The ERP COTS Software Provider warrants that it owns all right, title and interest in the ERP COTS and Service Deliverables, or has the authority by license, sufficient to grant the State the License and fulfill the ERP COTS Software Provider's obligations under this Contract. The State's exclusive remedy for the breach of this Section 6.3 are described in Section 12 below.

8.4 Nonmaterial Defects

The warranties referenced in this Contract are made solely by the ERP COTS Software Provider and are in lieu of all other warranties, express or implied, including implied warranties of merchantability or fitness for a particular purpose. The ERP COTS Software Provider does not warrant that the ERP COTS or Services are free of nonmaterial defects.

9. ERP COTS ESCROW

Following the State's issuance of a Notice to Proceed, the ERP COTS Software Provider shall ensure the deposit of the source code for all ERP COTS into an escrow account and enter into a source code escrow agreement(s).

9.1 The **ERP COTS** Software Provider shall deposit all currently existing source code for the ERP COTS licensed to the State under the Contract, as well as the Documentation for such ERP COTS (the "Deposit Materials"), in an escrow account. Future Deposit Materials for major version releases (e.g., X, y, z) of the ERP COTS not otherwise delivered to the State as source code shall be deposited in the escrow account within a reasonable period of time (normally within six (6) months after the first commercial shipment of each such release). The ERP COTS Software Provider shall maintain the ERP COTS in escrow after the first commercial shipment of each such release. The State reserves the right to verify independently the authenticity of the code.

9.2 The ERP COTS Software Provider shall agree that, upon execution of the Contract, the State will be added to the Escrow Agreement as a beneficiary. The Escrow Agent will notify the State that it has been added as a subscriber within a commercially reasonable time.

9.3 The Escrow Agent shall make and release a copy of the applicable Deposit Materials to the State upon the occurrence of any of the following events ("Release Events"):

- (a) The ERP COTS Software Provider institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind;
- (b) The ERP COTS Software Provider has made an assignment for the benefit of creditors;
- (c) A receiver or similar officer has been appointed to take charge of all or part of the ERP COTS Software Provider's assets;
- (d) ERP COTS Software Provider terminates its Maintenance and Support Services for the ERP COTS Software or has ceased supporting and maintaining the ERP COTS for the State whether due to its ceasing to conduct business generally or otherwise, except in cases where the termination or cessation is a result of the non-payment or other fault of the State; or
- (e) The ERP COTS Software Provider has ceased its on-going business operations or that portion of its business operations relating to the licensing and maintenance of the ERP COTS.

9.4 In the event that materials are released from escrow to the State, the State will have the right to use, copy, modify, display, distribute, and prepare derivative works of the Deposit Materials, and to authorize others to do the same on behalf of the State (contractors, agents, other), solely

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Contract 2006-015-2 Exhibit F
ERP COTS Licenses, Support, and Warranties

for the purpose of providing maintenance and support for the ERP COTS and subject to the rights granted in this Contract.

- 9.5** The ERP COTS Software Provider must agree to pay all costs associated with the escrow covered by the Contract, except for nominal fees to cover the cost of reproduction and distribution of release of the Deposit Materials to the State, including all related reasonable administrative expenses.

10. VIRUSES

The ERP COTS Software Provider must use reasonable efforts to test programs for viruses before installation of the ERP COTS to the State. The ERP COTS Software Provider must also maintain a master copy of the appropriate versions of the programs, free of viruses. If the State believes a virus may be present in the delivered programs, then upon its request, the ERP COTS Software Provider must provide a master copy for comparison with and correction of the State's copy of the programs.

11. AUDIT

Upon forty-five (45) days written notice, the ERP COTS Software Provider may audit the State's use of the programs at its own expense. The State agrees to cooperate with the ERP COTS Software Provider's audit and provide reasonable assistance and access to information. The State agrees that the ERP COTS Software Provider will not be responsible for any of the State's reasonable costs incurred in cooperating with the audit. The ERP COTS Software Provider's audit rights are subject to applicable state and federal laws and regulations.

12. NON-INFRINGEMENT

The ERP COTS Software Provider warrants that it has good title to, or the right to allow the State to use, all information, instruction or ERP COTS, including without limit updates provided hereunder collectively referred to as ("Material"), and that such Material does not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate any trade secret of any third party. The warranty of non-infringement shall be an on-going and perpetual obligation that shall survive termination of the Contract. In the event that a claim is made against the State that any Material infringes intellectual property rights, the ERP COTS Software Provider will defend and indemnify the State against the claim provided that the State:

- a. Notifies the ERP COTS Software Provider promptly in writing, not later than thirty (30) days after the State receives actual notice of such claim;
- b. Gives the ERP COTS Software Provider sole control of the defense and any settlement negotiations, except that State's counsel may participate to the extent it seeks to assert defenses or claims available to the State as a sovereign; and
- c. Gives the ERP COTS Software Provider the information, authority, and assistance the ERP COTS Software Provider needs to defend against or settle the claim.

If the ERP COTS Software Provider believes or it is determined that any of the Material may have violated a third parties' intellectual property rights, the ERP COTS Software Provider may choose to either modify the Material to be non-infringing (while preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the ERP COTS Software Provider may end the license for, and require return of the applicable Material and refund any fees the State may have paid for it. The ERP COTS Software Provider will not indemnify the State if the State alters the Material or uses it outside the scope of use identified in the ERP COTS Software Provider's user Documentation or if the State uses a version of the Material which has been superceded, if the infringement claim could have been avoided by using an unaltered current version of

State of New Hampshire
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Contract 2006-015-2 Exhibit F
ERP COTS Licenses, Support, and Warranties

the Material which was provided to the State, at no added expense. The ERP COTS Software Provider will not indemnify the State to the extent that an infringement claim is based upon any information design, specification, instruction, software, data or material not furnished by the ERP COTS Software Provider or without its authorization. The ERP COTS Software Provider will not indemnify the State to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by the ERP COTS Software Provider or without consent.

State of New Hampshire
Department of Administrative Services
ERP Acquisition and Implementation – ERP COTS Software Provider
Contract 2006-015-2 Exhibit E
ERP COTS Maintenance and Support

The ERP COTS Software Provider shall provide all ERP COTS Warranty, Maintenance, and Support Services.

1. ERP COTS MAINTENANCE

1.1 ERP COTS Software Provider Responsibility

1.1.1 Maintenance Releases

As a part of Support, the ERP COTS Software Provider shall provide the State with updates, enhancements and new releases of the ERP COTS that are generally offered to the ERP COTS Software Provider's customers.

1.1.2 Licenses

Unless otherwise agreed to, the ERP COTS Software Provider will provide the State with the latest shippable version of ERP COTS, including without limitation, all program updates, general maintenance releases, selected functionality releases, patches, and Documentation.

1.1.3 Website

The ERP COTS Software Provider shall provide the State's designated contacts access to a customer support website that will allow the State to download program updates, general maintenance releases, selected functionality releases, patches, and Documentation.

1.1.4 Documentation

The ERP COTS Software Provider shall provide the State with up-to-date Documentation for the ERP COTS, including Third Party-owned Software, and may copy the Documentation in accordance with Exhibit F. Excluding Third Party software, the State may make a sufficient number of copies of the ERP COTS Documentation (paper or electronic) for its licensed use and copies of program media.

1.2 Term

The ERP COTS Software Provider shall begin providing maintenance and support services required under the Contract upon delivery of the ERP COTS through the completion of the Term and any renewals or extensions thereof (see SOW, section 2 Contract Term).

2. ERP COTS SUPPORT

2.1 ERP COTS Software Provider Responsibilities

The ERP COTS Software Provider shall perform on-site and/or remote technical Support in accordance with the Contract, including without limitation, the requirements, terms, and conditions contained herein.

The ERP COTS Software Provider shall not materially degrade its Support practices during the Support Period. During the Support Period: (1) the ERP COTS Software Provider shall Support (i) the then current Major Release and (ii) each prior Major Release for at least twenty four (24) months after general availability of that release; and (2) the ERP COTS Software Provider shall alert the State at least twelve (12) months before the scheduled termination of Support and the ERP COTS Warranty for any Major Release. The ERP COTS Software Provider may terminate Support and the ERP COTS Warranty for all ERP COTS described in the Contract if the State does not renew Support for the ERP COTS designated as "LSP-REQ'D" (Lawson-Supported ERP COTS required). Unless otherwise agreed to, Lawson does not support non ERP COTS software Deliverables or modified ERP COTS.

State of New Hampshire
Department of Administrative Services
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Contract 2006-015-2 Exhibit E
ERP COTS Maintenance and Support

2.2 ERP COTS Support Levels

2.2.1 During the Support Period, the ERP COTS Software Provider shall directly or indirectly provide the State the following Support for the ERP COTS:

- a.** Repair, replace or provide the State an upgrade of the ERP COTS to enable the ERP COTS or upgrade the ERP COTS to comply with the ERP COTS Warranty under Exhibit D: *Warranties*, hereto;
- b.** Make available to personnel identified by the State to Lawson Software: (1) ERP COTS Software Provider's standard telephone support, including general technical information and assistance with problem determination, isolation, verification and resolution during the hours of 7 a.m. to 7 p.m. CST (excluding weekends and ERP COTS Software Provider -designated holidays) and 8 a.m. to 5 p.m. CST (unless otherwise specified by ERP COTS Software Provider) on the ERP COTS Software Provider's -designated holidays, excluding December 25; and (2) ERP COTS Software Provider's extended telephone support, including, in a production environment, mission critical and systems-down application and technical support, during all other hours of the day or night on every calendar day of the year, excluding December 25; and
- c.** Provide the State updates, enhancements and new releases of the ERP COTS when they are made available to the ERP COTS Software Provider's customers by the ERP COTS Software Provider for installation and use by the State under the Contract.

2.2.2 Support Practices

The ERP COTS Software Provider shall provide Support in accordance with the then-current Global Support Center Manual incorporated by reference herein. Lawson shall not materially degrade support practices.

2.3 Website

The ERP COTS Software Provider shall provide the State's designated contacts access to a customer support website that will allow the State to access support information and Documentation.

2.4 State Responsibilities

The ERP COTS Software Provider Support and the ERP COTS Warranty require that:

- (a) The State designee uses an Internet browser with access to the World Wide Web and an e-mail address to obtain ERP COTS Software Provider Support;
- (b) Only personnel identified by the State to Lawson Software may access the ERP COTS Software Provider Support;
- (c) The State will provide the ERP COTS Software Provider reasonably available information and technical assistance;
- (d) The ERP COTS must be properly installed; and
- (e) The State's use of the ERP COTS complies with the Documentation.

If the ERP COTS Software Provider reasonably determines that a State-reported problem is either (1) not caused by the ERP COTS or (2) due to the State's modification of the ERP COTS or noncompliance with the Documentation, and the ERP COTS Software Provider is reasonably able to correct the problem at the State's request, then the State shall reimburse the ERP COTS Software Provider for that requested correction at the ERP COTS Software Provider's then-current contracted hourly rates provided that the ERP COTS Software Provider shall notify the State and obtain written approval before incurring any such expenses, and shall be subject to the Amendment process SOW, section 10.17, and Governor Executive Council Approval.

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Contract 2006-015-2 Exhibit D
Warranties

1. WARRANTIES

The ERP COTS Software Provider shall warrant all ERP COTS, Support and Maintenance Services, and Deliverables provided under the Contract.

1.1 ERP COTS

During the Warranty Period, the ERP COTS Software Provider warrants that, when installed by a Lawson certified vendor, the ERP COTS provided by the ERP COTS Software Provider will operate in all material respects according to the Documentation for such ERP COTS. The State will notify the ERP COTS Software Provider within twenty (20) business days of discovery of a Warranty Deficiency. The ERP COTS Software Provider must respond to this Warranty Deficiency under the ERP COTS Software Provider's standard Support provisions.

1.2 Non-Infringement

The ERP COTS Software Provider shall, at its expense, retain counsel and defend any suit or claim brought against the State, and shall indemnify the State against any third party suit or claim that the ERP COTS, Services, or Deliverables provided by the ERP COTS Software Provider infringes any third party's intellectual property rights, if the State: (a) promptly notifies the ERP COTS Software Provider after the State learns of the suit or claim, not later than thirty (30) days after the State receives actual notice of such claim and in providing that notice materially prejudices the rights of the ERP COTS Software Provider; (b) gives the ERP COTS Software Provider authority to defend or settle the suit or claim (provided that the ERP COTS Software Provider does not agree to any settlement that materially prejudices the State) in the State's reasonable judgment; (c) gives the ERP COTS Software Provider all available non-privileged or non-confidential information reasonably requested by the ERP COTS Software Provider concerning the suit or claim; and (d) complies with this Section and reasonably cooperates with the ERP COTS Software Provider in the defense (the ERP COTS Software Provider shall reimburse the State's reasonable out-of-pocket costs of that requested cooperation). The State may also retain counsel to participate in the defense ("State's Counsel"). The ERP COTS Software Provider shall reimburse the State for the reasonable fees and expenses of the State's Counsel only if the ERP COTS Software Provider fails to continue to retain legal counsel as required by this Section. If the ERP COTS, Services, or Deliverables are held or are reasonably believed by the ERP COTS Software Provider to infringe under this Section, the ERP COTS Software Provider shall at its expense and to the extent commercially reasonable, modify or replace the applicable ERP COTS, Services, or Deliverables to be non-infringing and with similar functionality, or obtain permission for the State to continue using the ERP COTS, Services, or Deliverables under the License. The ERP COTS Software Provider will have no obligations or liability for any suit or claim of infringement based on the State's use of a superseded or State-altered release of the ERP COTS, Services, or Deliverables to the extent that the obligation or liability will be avoided by the use of a then current release of the ERP COTS, Services, or Deliverables which the ERP COTS Software Provider provides to the State at no additional expense to the State. The State shall reasonably cooperate with the ERP COTS Software Provider to mitigate infringement damages. The warranty of non-infringement shall be a perpetual obligation that shall survive termination of the Contract. (RFP 6.6.8.5)

1.3 Viruses

During the Support Period, the ERP COTS Software Provider must use reasonable efforts to test programs for viruses. The ERP COTS Software Provider must also maintain a master copy of the appropriate versions of the programs, free of viruses. If the State believes a virus may be present in the delivered programs, then upon its request, the ERP COTS Software Provider

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Warranties

must provide a master copy for comparison with and correction of the State's copy of the programs.

1.4 Services

The ERP COTS Software Provider shall warrant that all Services to be provided under the Contract will be provided expediently and in a professional manner in accordance with the Contract.

1.5 THE WARRANTIES REFERENCED IN THIS AGREEMENT ARE MADE SOLELY BY THE ERP COTS SOFTWARE PROVIDER AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ERP COTS Software Provider does not warrant that the ERP COTS or Maintenance and Support Services are free of nonmaterial defects.

1.6 Personnel

The ERP COTS Software Provider shall warrant that all ERP COTS Software Provider personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

2. WARRANTY SERVICES

The ERP COTS Software Provider shall agree to repair, and correct breaches of the applicable Warranty in the ERP COTS including but not limited to the individual Modules and Functions so long as the State remains under Support, at no additional cost to the State.

2.1 General

2.1.1 Warranty Services

All Services required for a breach of warranty shall be provided under ERP COTS Software Provider's standard Support or Services practices. All such Support Services required under this Exhibit shall be performed in accordance with the then-current Global Support Center Manual. The current Lawson Software Global Support Policy Manual is incorporated herein by reference.

2.1.2 Failure to Correct a Breach

In the event that the ERP COTS Software Provider fails to correct a breach or fails to do so within the allotted period of time, the State may declare the ERP COTS Software Provider in default and pursue its remedies under the Contract.

3. WARRANTY PERIODS

3.1 ERP COTS Warranty Period

The ERP COTS Warranty Period shall commence upon installation of the ERP COTS in accordance with the Contract.

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Not required.

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Contract 2006-015-2 Exhibit B
Price and Payment Terms

1. DELIVERABLE PAYMENT TERMS

1.1 Firm Fixed Price Deliverables; Not to Exceed Contract

- a. The payment by the State of the Contract price shall be the only, and the complete reimbursement to the ERP COTS Software Provider for all expenses, of whatever nature, incurred by the ERP COTS Software Provider in the performance hereof, and shall be the only and the complete compensation to the ERP COTS Software Provider for the Licenses and Services provided under the Contract.
- b. The State reserves the right to offset from any amounts otherwise payable to the ERP COTS Software Provider under the Contract those liquidated amounts required or permitted under the Contract, by RSA 80:7 through 7-C, or any other provision of law.
- c. This is a Firm Fixed Price (FFP) Deliverable Contract. This Contract will allow ERP COTS Software Provider to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the *Price and Payment Tables* below.

1.2 ERP COTS Licenses Pricing

The ERP COTS Software Provider is responsible to license the following ERP COTS to the State at the pricing detailed in Table 1.2-1: *ERP COTS Licenses Pricing*, from Contract commencement through June 30, 2016.

Table 1.2-1 ERP COTS Licenses Pricing

Product Name	Lawson License Fee	Affinity and Third Party License Fee
Lawson Financial Suite		
1) Accounts Payable		
2) Accounts Receivable		
3) Average Daily Balance		
4) Billing Module		
5) Cash Management		
6) Customer Information Mobile Solution		
7) Customer Self Service		
8) Financial Application Suite		
9) General Ledger		
10) Invoice Matching		
11) Lease Management		
12) Multi-Book Ledger		
13) Project Accounting, Billing, & Revenue		
14) Strategic Ledger		
15) Supply Chain		
16) Time and Expense		
17) Vendor Self Service		
18) Grant Management		

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Lawson Procurement Suite		
19) Vendor Self-Service		
20) Mobile Supply Chain Management		
21) Distribution Package		
22) Lawson EDI - Standard		
23) E-Procurement Product - requires: Requisitions Self Service Center, Purchase Order, and Requisitions; incl: WebMethods.		
24) Inventory Control		
25) Physical Inventory Mobile Solution		
26) Procurement Package Suite		
27) Purchase Order		
28) Receiving and Delivery		
29) Requisitions		
30) Requisitions Self-Service		
31) Work Order		
Affinity Global Solutions		
32) BARS Budgeting Package		
Lawson Human Resources Suite		
33) Absence Management		
34) Benefits Administration		
35) Employee and Manager Self Service		
36) Human Resources Package Suite		
37) North American Payroll Package		
38) Personnel Administration		
39) Tip Processing		
40) e-Recruiting - only available for Oracle; includes WebMethods (Third Party Owned).		
Optional Items for use with Lawson E-Recruiting		
41) Smart Notification Starter Pack for e- Recruiting		
42) Third Party Chart FX		
Extensions - Internet Technologies		
43) Internet Object Service		
44) Lawson System Foundation		
45) Portal		
46) Portal Content Management		
Extensions - Information Management		
47) Lawson Terminal (*Seat based)		
48) Lawson Add-ins for Microsoft Office		

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Extensions - Development Environments		
49) Lawson 4GL Report Writer		
50) Application Developer Workbench (CASE)		
51) Collaborative Commerce Engine		
52) Design Studio - Production Server		
53) Design Studio - Development Server		
54) Development Environments for Palm OS® - Production		
55) Development Environments for Palm OS® - Development		
Mobile Solutions - (requires Development Environments for Palm OS)		
56) Customer Information Mobile Solution - Requires Accounts Receivable		
57) Physical Inventory Mobile Solution - Requires Inventory Control		
Extensions - System Management		
58) Lawson System Monitor		
Extensions - Workflow		
59) ProcessFlow Integrator (CPU Based)		
60) ProcessFlow Solutions for Financials		
61) ProcessFlow Solutions for Distribution		
62) ProcessFlow Solutions for Human Resources		
63) ProcessFlow Solutions for Procurement		
Business Management System		
64) OLE DB Object Services		
65) Fax Integrator - Requires Purchase Order (PO) Software		
66) Handheld Device Integrator - Requires Inventory Control (IC) Software		
Lawson Enterprise Performance Management Suite		
Lawson Business Intelligence Suite:		
67) Reporting Services		
68) Framework Services		
69) OLE DB Connector/Query Builder Object Services		
70) Crystal Reports XI (3 users)		
71) CR Server XI Embedded Edition (unrestricted use)		
72) Smart Notification Full Use: for Procurement, Services Automation, Distribution, Human Resources, & Financials (Third Party Chart FX)		
73) Scorecard		
74) Cube Builder		

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75) Information Access		
76) ProcessFlow Professional (Premium Suite)		
77) Lawson Add-ins for Microsoft Office		
78) Lawson Security		
79) Lawson Application Maintenance Toolkit		
80) Analytic Server (Third Party Chart FX)		
81) Information Architecture		
Micro Focus Server Express (Third Party Owned)		
82) Micro Focus Server Express Compiler		
83) Micro Focus Server Express Application Runtime Unlimited		
BSI Tax Service (Third Party-Owned)		
84) BSI TaxFactory		
IBM WebSphere		
85) IBM WebSphere Application Server		
86) IBM Universal Database (optional use)		
87) IBM WebSphere Tivoli Directory Server		
Software Provider; Gross License Fees:	\$2,107,400	\$ 915,600
Software Provider: Total All License Fees:	\$3,023,000	

1.3 ERP COTS Warranty, Maintenance, and Support Extension Pricing

The ERP COTS Software Provider must provide warranty, maintenance, and support services for the ERP COTS licensed to the State as identified Table 1.2-1 above. This support will be in accordance with the terms of the ERP COTS Software Provider’s Maintenance, Support, and Warranty Period provisions. The current Lawson Software Global Support Policy Manual is incorporated herein by reference. Table 1.3-1: *ERP COTS Warranty, Maintenance, and Support Payment Terms* details this support Pricing from Contract commencement through June 30, 2016.

Table 1.3-1 ERP COTS Warranty, Maintenance, and Support Payment Terms

Year 1	Year 2	Year 3	Year 4	Year 5	Totals:	Years 1-5
	\$355,000	\$449,200	\$467,168	\$485,855		\$1,757,223
Year 6	Year 7	Year 8	Year 9	Year 10	Totals:	Years 1-10
\$505,289	\$525,500	\$546,520	\$568,381	\$591,117		\$4,494,030

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2. DOES NOT APPLY

3. INVOICING

Upon receipt of Notice to Proceed from the State with respect to delivery of the ERP COTS software to the ISV, a Deliverable for which there is an associated or specified payment, the ERP COTS Software Provider shall submit an invoice to the State requesting payment of the fee specified for that Deliverable. The ERP COTS Software Provider will then be paid within thirty (30) days from receipt and approval of invoice. Payment of the invoice will not be unreasonably withheld.

The ERP COTS Software Provider will provide the State with a support fee invoice at least forty five (45) days before the end of the scheduled renewal date. The ERP COTS Software Provider will then be paid within thirty (30) days from receipt and approval of invoice. Payment of the invoice will not be unreasonably withheld.

4. PAYMENT ADDRESS

All payments are to be made to the following address:

Lawson Software
U S Bank
SDS-12-1095
PO Box 86
Minneapolis, MN 55486-1095

5. OVERPAYMENTS TO THE ERP COTS SOFTWARE PROVIDER

ERP COTS Software Provider shall promptly, but no later than fifteen (15) business days, pay the State the full amount of any overpayment or erroneous payment upon notice.

6. CREDITS

The State may apply credits due to the State, against ERP COTS Software Provider's invoices with appropriate information attached.

7. SHIPPING AND DELIVERY FEE EXEMPTION

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

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Contract 2006-015-2 Exhibit L
Contractor Certificate of Insurance**

<Insert Contractor Certificate of Insurance>