

FOURTH AMENDMENT TO CONTRACT

THIS FOURTH AMENDMENT TO CONTRACT (the "Fourth Amendment") dated as of March 31, 2016 (the "Effective Date"), is made by and between Hancock Software, Inc., ("hereinafter referred to as "Hancock"), with its principal offices at 28 Gilleonard Lane, Framingham, Ma 01701 and the Department of Natural Resources and Environmental Control ("hereinafter referred to as DNREC"), a state of Delaware Agency with its principal place of business at 100 W. Water Street, Dover, DE 19904

WHEREAS, Hancock and DNREC entered into the Agreement for Professional Services effective as of March 11, 2011 (the "Contract") and

WHEREAS, the Contract is composed of the Agreement for Professional Services signed by the parties (the "Agreement for Professional Services signature page"), Attachment A: Scope of Services, Attachment B: Subgrantee Flow Down Provisions for WAP and SEP Financial Assistance and Attachment C: Hancock Software Inc. Software License Agreement

WHEREAS, the Contract as originally executed has a Time of Performance Provision where the Contract may be extended, by mutual consent, for a total of (10) years, or until March 31st, 2021.

WHEREAS, the parties desire to modify certain terms and conditions of the Contract.

In consideration of the promises made herein, Hancock and DNREC agree as follows:

1. Delete Section 7 Obligations and Payments, Section B of the Contract in its entirety
2. Replace Attachment A: Scope of Services in its entirety with the new Exhibit A; Master Software Maintenance and Hosting Agreement for Hancock Software Products, Schedule A Order Form, Schedule B Service Level Agreement and Schedule C Exit Plan;

To the extent of any inconsistency between the terms and conditions of this Fourth Amendment and the Contract the order of priority shall be first the Fourth Amendment, and then the Contract. Except as modified by this Fourth Amendment, the Contract shall remain in full force and effect and are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed this First Amendment as of the date set forth above.

By: Hancock Software

By: Department of Natural Resources and
Environmental Control

Name: Lily Li

Title: President

Signature:

Original On File

Name: David Small

Title: Secretary

Signature:

Original On File

Final for Execution

Exhibit A

MASTER SOFTWARE MAINTENANCE AND HOSTING AGREEMENT FOR HANCOCK SOFTWARE PRODUCTS

This is a legal agreement between the end user customer ("Customer") and Hancock Software, Inc. ("HANCOCK"). This Agreement may be superseded by (a) any written agreement signed by both Customer and HANCOCK or (b) any written evaluation license included with the HANCOCK Software (defined below).

GENERAL TERMS AND CONDITIONS

This Software Maintenance and Hosting Agreement ("Agreement") states the terms and conditions under which HANCOCK will perform, and Customer will receive, the Maintenance and Hosting Services described herein.

- 1. DEFINITIONS.** The Parties agree that unless otherwise defined herein, the existing definitions set forth in any applicable license agreement between HANCOCK and Customer shall apply to this Agreement to the extent such terms are used herein.
- A. "Designated Customer Contacts" means identified Customer personnel who are familiar with Customer's software environment, have undergone Hancock administrative training and who will coordinate all technical support calls to HANCOCK.
- B. "Documentation" means the then-current, generally available, written user manuals and online help and guides for any Software provided by HANCOCK.
- C. "Error" shall mean any reported malfunction, error or other defect in the Product that can be reproduced by HANCOCK and constitutes a non-conformity from the Product Documentation. Each Error will be assigned a severity level as further detailed in Section 3(A) below.
- D. "Product" means Software provided by Hancock Software. Products do not include Evaluation Products.
- E. "Production System" shall mean a computer system, including any Hardware where applicable, upon which the Software is installed and resident and which is used by Customer for purposes other than development, quality assurance, disaster recovery or testing.
- F. "Relief" shall mean an intervention by HANCOCK that restores Product operations impacted by an Error. Examples may include without limitation: (i) a solution or workaround has been provided to resolve the Product issue; (ii) Customer's Production System is operational and Customer is able to perform business critical operations that relate to the Product; and/or (iii) the identified Error does not originate from the Product.
- G. "Service Request" shall mean a ticket that has been opened, documented, and is being managed by HANCOCK in response to a Customer's report of an Error.
- H. "Software" shall mean the software licensed by Customer under this Agreement, consisting of a series of instructions or statements in machine-readable, object code form only.
- I. "Software Release" means any subsequent version of Software that HANCOCK makes generally available to its customers who are current on their Maintenance Services fees but does not mean new Software.
- J. "Order Form" refers to the service offerings as defined in Schedule A.
- K. "Service Levels" refers to the Service Level Agreement as defined in Schedule B.
- L. "Exit Plan" refers to the Exit Plan as defined in Schedule C.
- M. "Service Provider" means Hancock Software

2. MAINTENANCE SERVICES

- A. **Support Coverage.** Customers may purchase the following Maintenance Services:
- (i) "Basic Support Coverage" shall include the following Maintenance Services: (a) Telephone Support during the hours of 8:00 AM through 5:00 PM, local Customer time, Monday through Friday (except for any HANCOCK-designated company holidays); and (b) Web Support.
- (ii) "Enhanced Support Coverage" shall include the following Maintenance Services: (a) Telephone Support during the hours of 8:00 am to 5:00 pm; and (b) Web Support (c) Assignment of a Technical Account Manager (TAM)

Final for Execution

- (iii) Hours of support for Basic and Enhanced Support Coverage are subject to change by HANCOCK upon prior written notice.
- B. **Maintenance Services**
 - (i) All Maintenance Services are provided remotely from HANCOCK's premises as follows:
 - (a) **Web Support.** HANCOCK shall provide Customer with access, through a separate registration process, to (i) for all other Customers, HANCOCK's online technical support knowledge database, offering Customer the ability on a 24x7 basis (24 hours a day, seven days a week) to raise issues, monitor Service Requests, and download patches and bug fixes. HANCOCK's on-line Web Support resource is currently hosted at the following web address: <http://www.hancocksoftware.com/HelpDesk>. ("HANCOCK Support Website").
 - (b) **Telephone Support.** HANCOCK shall provide telephone support to Customer. HANCOCK's Telephone Support numbers are currently located at the following address: www.hancocksoftware.com/contactus
 - (ii) In the performance of the Maintenance Services, HANCOCK will:
 - (a) Use good-faith, commercially reasonable efforts to aid in the diagnosis of, and correct, Errors in the Software ; and,
 - (b) Provide advice on how to use the Products by way of telephone, e-mail, and web-based technical assistance.
- C. **Hosting Services**
 - (i) All Hosting Services are provided by a Hancock Approved Hosting Provider and includes 1 Production and 1 Staging Instances of the HANCOCK Licensed Product for use by the Customer
 - (ii) Access to a training site is available to Customers who provide one week's notification to the Help Desk specifying the dates that a training site is needed and the duration of its use. Training site use is subject to availability and solely at the discretion of HANCOCK.
 - (iii) **Software and Hardware Operating System Upgrades.** Customers who are current on payment of Maintenance Service fees, shall also receive the following software and hardware upgrades:
 - (a) **Software Upgrades.** All Software Releases (including all Error corrections made available pursuant to this Agreement) that HANCOCK in its sole discretion: (a) deems to be logical improvements to the Software; (b) make generally available to all licensees of the Software; and (c) does not separately price or market.
 - (b) **Hardware Operating System Upgrade.** HANCOCK shall also provide all core Hardware operating system upgrades. This does not include additional software or operating system variants that are required for optional capabilities. The application of a new operating system to the Hardware may require that Customer re-images the Hardware so that the updates apply properly. Application or use of any operating system, or other software or equipment with the Hardware, other than that provided by HANCOCK, shall void Customer's Hardware warranty and HANCOCK's maintenance obligations.
- D. **Enhanced Support Coverage.** Customers who pay for Enhanced Support Coverage, and who are current on payment of Maintenance Services fees receive Technical Account Management Support Services.
 - (i) **Technical Account Manager (TAM) Support Services.**
 - (a) **Technical Account Manager.** HANCOCK shall provide a Technical Account Manager ("TAM") who shall act as the Customer's designated point of contact within HANCOCK for technical account management and escalation of Service Requests. The TAM shall be responsible for overseeing the Maintenance Services delivered and will work closely with Customer to ensure that appropriate resources are engaged to resolve Service Requests in a timely manner.
- 3. **SOFTWARE ERROR SEVERITY CLASSIFICATIONS AND SERVICE REQUEST RESOLUTION PROCESS.**
 - A. **Software Error Severity Classifications.** All Software Errors shall be classified by HANCOCK in accordance with Schedule B Service Level Agreement.
 - B. **Software Support Service Level.** HANCOCK will use reasonable commercial efforts to provide customers with technical advice and assistance in connection with their use of the Software according to severity level in accordance with Schedule B Service Level Agreements.

Final for Execution

C. Software Service Request Resolution Process

- (i) **Process.** HANCOCK handles all Customer support Service Requests on a first-in-first-out basis. HANCOCK shall prioritize all Errors according to their impact to Customer using the severity definitions described in Schedule B. HANCOCK may upgrade or downgrade the severity of an Error depending on developments during the resolution process. For example, if available, a temporary resolution may be provided to mitigate the material impact of a given Error resulting in the reduction of the severity of a Service Request.
 - (ii) **Escalation.** If Customer and HANCOCK are unable to mutually agree upon a resolution plan for P1 and P2 Errors, then the parties shall escalate the Service Request in accordance with HANCOCK's escalation process. Once the escalation process has been initiated, HANCOCK shall provide Customer with Service Request progress updates via phone or email on a mutually agreed upon schedule. Such progress updates shall include information about the Error description, daily progress, root cause (if known) and overall plan to resolve the Error.
4. **HARDWARE SUPPORT.** If an Error is identified in the Hardware, HANCOCK shall use commercially reasonable efforts to provide one of the following remedies at HANCOCK's sole and exclusive discretion:
- (a) an electronic remedy;
 - (b) spare part replacement; or
 - (c) Replacement of Hardware.

5. CUSTOMER OBLIGATIONS.

- A. **Documenting Errors.** Customer shall use good-faith, reasonable efforts to isolate and document Errors to enable HANCOCK to fulfill its obligations herein. Once a Service Request has been initiated, Customer will be asked to provide necessary Error data which may include but not be limited to, applicable identification number for Software or Hardware, description of Error, any error messages, and any requested support files.
- B. **Maintaining Product Integrity.** Customer agrees to not install any third party non-certified software or modify any existing software or Hardware without notification to, and prior authorization by, HANCOCK technical support in order to ensure that HANCOCK's ability to maintain accurate records of Customer's existing environment.

6. ADDITIONAL EXCLUSIONS.

- A. **Use.** Maintenance Services specifically excludes support for any Errors caused by (i) operator error or use of the Software and/or Hardware in a manner not in accordance with the Product Documentation; (ii) use of the Software and/or Hardware with software and/or hardware other than that for which the Software and/or Hardware was originally licensed; (iii) Errors caused by any fault in the Customer's environment, hardware, or in any software used in conjunction with the Software or Hardware but not provided by or approved by HANCOCK; (iv) any integration, modification, or repair of the Software and/or Hardware made by any person other than HANCOCK; (v) installation of any application, firmware, or operating system on the Hardware other than that provided by HANCOCK; (vi) unusual physical, electrical or electromagnetic stress, fluctuations in electrical power beyond Product specifications, or failure of air conditioning or humidity control; and (vii) accident, misuse, or neglect or causes not attributable to normal wear and tear. In addition, support excludes any Error for which a correction is available in a subsequent Software Release than that currently operated by Customer and which has been made available to Customer by HANCOCK.
- B. **Supported Versions.** Maintenance Services also specifically excludes support for any version of the Software released by HANCOCK which has reached its "end of primary support" (EOPS) date, as determined by HANCOCK. Each Software Release will reach its EOPS date after a period of not less than thirty six (36) months following the date of that Software Release's "General Availability" (or "GA" release date, as this term is generally understood in the software industry). This time period may be extended by HANCOCK at its sole discretion. In order to continue to receive ongoing Maintenance Services hereunder for any Software Release which is beyond its EOPS date, Customers must upgrade to a currently supported Software Release. For certain Software Products, Customers may enter into an Extended Support agreement for a period of one or two years to obtain Maintenance Services for Software which has already reached its EOPS date.
7. **REINSTATEMENT OF LAPSED SUPPORT.** If the Maintenance Services expire or are terminated, and Customer subsequently seeks to reinstate Maintenance Services, Customer shall pay: (a) the cumulative Maintenance Service fees applicable for the period during which support lapsed; (b) the annual support fees for the current period; and (c) the then-current reinstatement fee, as quoted by an authorized HANCOCK representative, reseller or Sales Agent.

8. PAYMENT.

- A. **Payment.** Customer shall pay the fees set out in Schedule A – Order Form and Fee Schedule Part A and Part C annually in advance. Customer shall pay the fees set out in Schedule A – Order Form and Fee Schedule Part B in accordance with the payment terms in any approved work order. Customer shall pay the applicable fees net 30 days from the date of invoice, unless otherwise agreed by the parties in writing.

Final for Execution

- B. Renewal Fees.** Each time Customer renews annual Maintenance Services as set forth in Section 9(A) below, Customer shall pay HANCOCK's the software maintenance and hosting fees, negotiated in good faith by both parties and as quoted by an authorized HANCOCK representative, reseller or sales agent, in advance for the upcoming year, net 30 days from the date of invoice.
- C. Overdue Payments and Taxes.** Overdue payments hereunder are subject to a finance charge of 1% per month (12% per year), plus all expenses incurred by HANCOCK in collecting such overdue amounts. Prices are exclusive of all taxes now in force or enacted in the future, and Customer shall pay such taxes, except for taxes imposed on HANCOCK's income. Customer is responsible for obtaining and providing to HANCOCK any certificate of exemption or similar document required to exempt Customer from any tax liability.
- 9. TERM AND TERMINATION.**
- A. Term and Renewal.** Unless otherwise terminated in accordance with this Section 9, Maintenance Services shall be provided for an initial term of one year from the date of shipment of the Product or when the Software is first made available electronically (the "Initial Term"). Customer may thereafter renew Maintenance Services on an annual basis by paying HANCOCK the applicable software maintenance and hosting fees, unless HANCOCK notifies Customer at least 60 days before the expiration of the Initial Term or any renewal term of its intent not to renew Maintenance Services.
- B. Termination for Breach.** Either party may terminate Maintenance Services upon written notice to the other party of the defaulting party's material breach of its obligations hereunder, which breach is not cured within 60 days after such notice.
- C. Termination of License Agreement.** Maintenance Services for HANCOCK Software shall automatically terminate upon the termination of Customer's right to use the HANCOCK Software pursuant to the applicable license agreement. In the event that the applicable license agreement terminates prior to expiration of the current term for Maintenance Services, Customer shall have no right to a refund of any previously-paid Maintenance Services fees.
- D. Obligations of HANCOCK Software in Termination.** In the event of a termination in accordance with section 9A, 9B or 9C, HANCOCK Software shall provide termination assistance in accordance with Schedule C.
- 10. WARRANTY.**
- A. Services Warranty.** HANCOCK warrants for ten (10) days from the performance of the Maintenance Services provided hereunder, that such Maintenance Services shall be performed in a workmanlike manner consistent with generally accepted industry standards. Notwithstanding anything to the contrary contained herein, HANCOCK does not warrant or represent that all Errors, whether in Software or Hardware, can or will be corrected. HANCOCK's entire liability and Customer's exclusive remedy under the foregoing warranty shall be for HANCOCK to use reasonable efforts to (i) re-perform the deficient services within a reasonable time, or (ii) replace any replacement parts which become defective during a period in which the Product containing the replacement part is covered by warranty or Maintenance Services, or sixty (60) days after installation thereof, whichever occurs later. If, after reasonable efforts, HANCOCK is not able correct such deficiencies then Customer has the right to terminate for breach in accordance with section 9B herein.
- B. Disclaimer of Warranties.** EXCEPT AS EXPRESSLY STATED IN THIS WARRANTY SECTION, HANCOCK PROVIDES MAINTENANCE SERVICES "AS IS" AND MAKES NO OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL, AND ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.
- 11. GENERAL.** All Releases or other enhancements, modifications or fixes to the HANCOCK Software provided to Customer pursuant to this Agreement constitute HANCOCK Software licensed to Customer under any applicable license agreement between HANCOCK and Customer (the "License Agreement"). This Agreement is not an amendment to any such License Agreement but is a separate binding agreement that incorporates terms of any such License Agreement relating to license and ownership rights, use limitations, limitation of liability, and confidentiality and non-disclosure obligations. Additionally, this Agreement incorporates by reference any "Miscellaneous" or "General" provisions of any such License Agreement in their entirety.

Final for Execution

Authorized Signatures

By their execution below, the parties hereto have agreed to all the terms and conditions of this Software Maintenance and Hosting Agreement, and each signatory represents that it has the full authority to enter into this Agreement and to bind her/his respective party to all the terms and conditions herein

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

Agreed and Accepted by: Delaware Department of Natural Resources and Environmental Control (DNREC) Original On File	Authorized: Hancock Software, Inc. Original On File
Signature Name David S. Small Title Secretary Date	Signature Name Lily Li Title Founder and CEO Date March 31 st , 2016

Final for Execution

Schedule A – Order Form and Fee Schedule

	Order Form
---	------------

All Hancock Support and Services are subject to the terms and conditions of the Software Maintenance and Hosting Agreement by and between Delaware Department of Natural Resources and Environmental Control (DNREC) and Hancock Software, Corp. dated March 31st, 2016 ("Agreement").

Hancock Software Agreement Number: DE-DNREC-2016

Order Form Effective Date: 4/1/2016

All other prior agreements, oral or written, are merged into and are superseded by the terms of this agreement. The preprinted portions of a Purchase Order or any other document submitted by the Subscriber in connection with an order for the Product(s) and/or Services shall not add to or vary the terms of this Agreement.

Ship To: Company Name: Delaware Department of Natural Resources and Environmental Control (DNREC) DNREC State Street Commons 100 W. Water Street Energy & Climate Suite 5A Dover, DE 19904 Attention: Cheryl Gmuer	Bill To: Company Name: Delaware Department of Natural Resources and Environmental Control (DNREC) DNREC State Street Commons 100 W. Water Street Energy & Climate Suite 5A Dover, DE 19904 Attention: Cheryl Gmuer
--	--

End User: Delaware Department of Natural Resources and Environmental Control (DNREC)				
Part A	Quantity	Monthly Price	Extended Price	Payment Terms
- Hosting of the production system from 4/1/2016 to 3/31/2017	12	\$500	\$6,000	Annually in advance.
- Help desk access for two designated users from 4/1/2016 to 3/31/2017	12	\$1,500	\$18,000	Annually in advance.
- Software Maintenance from 4/1/2016 to 3/31/2017	12	\$2,000	\$24,000	Annually in advance.
Part B	Quantity	Hourly Rate	Extended Price	Payment Terms
- Professional Service Credits for Customizations at an average rate of \$175.00 per Credit	80	\$175	\$14,000	As defined in each approved work order
Total			\$62,000	

Agreed and Accepted by: Delaware Department of Natural Resources and Environmental Control (DNREC)  Original On File Signature Name David S. Small Title Secretary Date March 31 st , 2016	Authorized: Hancock Software, Inc.  Original On File Signature Name Lily Li Title Founder and CEO Date March 31 st , 2016
---	--

Final for Execution

SCHEDULE B - SERVICE LEVEL AGREEMENT

Available means WAP Online being capable of being accessed and otherwise used by the End User during Core Hours but not including any Excluded Events;

Core Hours means 9 a.m. to 5:00 p.m. (ET) Monday to Friday of each week excluding any bank or public holidays in the US;

Excluded Events means (a) any Force Majeure Events; or (b) scheduled downtime; or (c) any downtime that occurs during the period of operation of any contingency plan, up until the point of recovery; or (d) any downtime which is due to the failure or process slowdown of any system, software, interface or infrastructure owned or operated by or on behalf of an End User or a third party;

Help Desk means the service to be provided by Hancock to Customer designated name users to receive, log and process any Incidents reported by the Customer or any of its agencies;

Incident means reporting an Error;

Major Release means the implementation of a new version of the WAP Online containing new functionality. For the avoidance of doubt, this shall not include new versions of software required solely to correct system errors in any previous release of the WAP Online;

Non-Core Hours means all time outside of Core Hours;

Service Start Date means the date on which the End User starts using the WAP Online in a live environment for non-test transactions.

The following Service Levels are applicable in the provision of the Service:

Service Level	Measurement Period	Service Level Target
1. Help Desk		
1.1 During the implementation of a Major Release, Help Desk to respond telephone calls within (a) 1 Hour of a telephone ringing during Core Hours	Monthly	90% of all Incidents received by Help Desk via the telephone.
1.2 After the time period stated in paragraph 1.1 above the service levels shall be 30 Minutes to respond to telephone calls during Core Hours		
2. WAP Online Availability		
2.1 WAP Online Available	Monthly	99.90% of the time during the combination of Non-Core and Core Hours 97.5% during the first month following the implementation of a Major Release

Hancock Software Help Desk Incident Priorities and Response Rates

When a call is logged, a priority is assigned to the call. Prioritization is important as it determines the queue by which the call is responded to. The priority levels in the Hancock Helpdesk System are detailed below:

Priority 1 – Service Unavailable

Priority 2 – Service not working as documented, no workaround available

Priority 3 – Service not working as documented, but workaround available

Priority 4 – Support Request or Question about application functionality

Priority 5 – Feature Request

Below outlines the Hancock Support response and resolution times by request priority, as well as the strategy for deployment of fixes where applicable.

Final for Execution

Support Desk Request Priority	Response Times	Resolution Times	Resolution Definition	Deployment of Fixes (where applicable)
Priority 1	<p>Within 15 minutes of the call being received during Core hours</p> <p>Summary progress bulletins will be issued every hour during Core Hours until resolution or until the call is downgraded (for example if the outage is determined to be caused by something outside of Hancock's control, such as Internet connectivity).</p>	<p>Within 4 hours of being reported.</p> <p>Should an outage continue beyond 4 hours, customers will be advised of the progress and potential process changes required until systems are operational.</p>	System operational.	
Priority 2	Within one hour of the request being received during Core Hours Core	Within one week.	The defect issue without a workaround being replicated in QA and passed to Development to be fixed.	Patch deployment will occur as follows unless otherwise negotiated. Fixes for P2 defects will be evaluated for an emergency patch deployment.
Priority 3	Within one day of the request being received during Core hours	Within one month.	An answer or workaround to the customer issue and in the event of a software defect, the defect issue being replicated in QA and passed to Development to be fixed.	Patch deployment will occur as follows unless otherwise negotiated. Fixes for P3 defects will be evaluated for the following patch deployment..
Priority 4	Within one day of the request being received during Core hours and within the first day of Core hours if the request is received outside Core hours	Within one month.	An answer or in the case of a misdirected inquiry/question appropriate re-direction of the customer inquiry.	
Priority 5	<p>Within one day of the request being received during Core hours and within the first day of Core hours if the request is received outside Core hours. Hancock Support will provide in the response an indication that the request should be submitted as a feature request or billable service.</p> <p>In the event that a Priority 5 request results in the production of a Work Order, the timescales applicable will be as per the Work Order. Where a Work Order results in chargeable work, this will be agreed upon with the customer.</p>	Based on a Work Order	Review and re-direction of the customer inquiry to the primary customer contact.	

Final for Execution

Exit Plan and Termination Assistance Schedule C

Part A - Provision of Exit Plan

No later than three (3) months after the Operational Date the Service Provider shall provide a Draft Exit Plan to the Delaware Department of Natural Resources and Environmental Control (DNREC). Thereafter the Service Provider shall review and update the Draft Exit Plan to reflect any changes to the service that may impact on the Draft Exit Plan, providing copies of the updated Draft Exit Plan to Delaware Department of Natural Resources and Environmental Control (DNREC).

Part B - Termination Assistance Obligations

1.1 Upon Expiry or Termination of this Agreement

- 1.1.1 The following provisions of this Schedule C shall have effect on notice of termination of this Agreement where the context requires, during relevant periods prior to any such expiry or termination but in no event shall any obligation in this Part B of Schedule C be applicable to either party in the event this Agreement is terminated by either party prior to Acceptance of Weatherization Service.
 - 1.1.2 On notice of termination of this Agreement :
 - (i) the parties will, using the Draft Exit Plan as a base, promptly meet and develop and agree the Exit Plan; and
 - (ii) Both parties shall co-operate with each other and any Successor Operator to implement the Exit Plan, to minimise the cost and disruption of termination to each other and to facilitate the orderly transitioning of the Services from the Service Provider to any Successor Operator in accordance with the provisions of this Agreement. Delaware Department of Natural Resources and Environmental Control (DNREC) shall take reasonable steps to procure that the Successor Operator co-operates with the Service Provider and Delaware Department of Natural Resources and Environmental Control (DNREC) to achieve all of the foregoing
 - 1.1.3 Delaware Department of Natural Resources and Environmental Control (DNREC) acknowledges and agrees that the Service Provider shall not be required to co-operate with or provide any information to any Successor Operator unless and until such Successor Operator has entered into a confidentiality agreement with the Service Provider on substantially similar terms as those within this Agreement and in which the Successor Operator acknowledges that any disclosure is solely for the purposes described in this Agreement and does not grant any licences to any Intellectual Property Rights unless expressly stated in this Agreement.
 - 1.1.4 The Exit Plan is to cover the period (the "Exit Phase") from notice of termination until the earlier of:
 - (a) the date the obligations under the Exit Plan have been fulfilled; or
 - (b) the date the Services have been successfully migrated over to the Delaware Department of Natural Resources and Environmental Control (DNREC) or a Successor Operator; or
 - (c) the date which is six (6) months after the date of termination.
 - (ii) To the extent that the Service Provider continues to provide services to during the Exit Phase the Service Provider will continue to receive subscription and other relevant payments.
 - (iii) The services provided by the Service Provider to Delaware Department of Natural Resources and Environmental Control (DNREC) will be subject to an agreed phased transfer during the Exit Phase. This phased transfer will be documented and agreed in the Exit Plan between the parties.
 - (iv) The level of obligations under the Exit Plan for the Service Provider will be subject to an agreed phased withdrawal during the Exit Phase. This phased withdrawal will be documented within the Exit Plan and agreed between the parties.
 - 1.1.5 In the event that the parties fail to agree the Exit Plan within 30 days of first meeting in accordance with Schedule C following notice of termination, the matter shall be referred to the Dispute Resolution Procedure.
 - 1.1.6 The Service Provider shall provide all assistance reasonably required by Delaware Department of Natural Resources and Environmental Control (DNREC) for, or in connection with, the agreed Exit Plan.
 - 1.1.7 Delaware Department of Natural Resources and Environmental Control (DNREC) shall have the right, through its employees and/or Successor Operator, if applicable, to liaise and meet with the Service Provider, its employees and sub-contractors to gain such an understanding of and familiarity with the systems documentation and processes used in providing the Services to enable its employees or those of a Successor Operator reasonably skilled in the provision of services similar to the Services to provide services equivalent to the Services and the Service Provider shall cooperate in good faith with the Successor Operator to enable a smooth transition of the responsibility for the provision of the Services from the Service Provider to the Successor Operator.
 - 1.1.8 The parties shall continue to perform their obligations in accordance with this Agreement during the period of the Exit Plan except as expressly provided in the Exit Plan.
- 1.2 To the extent the Exit Plan can be implemented using existing resource already engaged in the provision of the Services, each party shall bear its own costs in respect of the costs incurred in connection with the Exit Plan. Where the Service Provider necessarily incurs additional costs in the provision of assistance and services in accordance with the agreed Exit Plan this additional work will be chargeable according to the agreed day rates applicable to this Agreement.

Final for Execution

1.3 Co-operation for Service transition

- 1.3.1 The Service Provider shall take the necessary steps and actions to cooperate with Delaware Department of Natural Resources and Environmental Control (DNREC) and Successor Operator in accordance with the Exit Plan to ensure an orderly transfer of the expired/terminated Service(s). Delaware Department of Natural Resources and Environmental Control (DNREC) shall co-operate and procure that the Successor Operator reasonably co-operates with the Service Provider in accordance with the Exit Plan to ensure an orderly transfer of the expired/terminated Service(s).
- 1.3.2 Each party shall repay to the other any advance payments made by the other relating to any expired/terminated Service(s) not performed by the Service Provider.
- 1.3.3 The Service Provider shall at no additional cost to Delaware Department of Natural Resources and Environmental Control (DNREC) (but subject to any consents or licences granted to the Service Provider or Delaware Department of Natural Resources and Environmental Control (DNREC) (and the ownership of Intellectual Property Rights) in relation to such information or data by any third party provide to Delaware Department of Natural Resources and Environmental Control (DNREC) or any Successor Operator all the DNREC Data in an agreed format, together with all related documentation and any Delaware Department of Natural Resources and Environmental Control (DNREC) Confidential Information and all copies thereof in the possession or control of the Service Provider. The Service Provider shall cease to use such data and, at the request of Delaware Department of Natural Resources and Environmental Control (DNREC), shall destroy all copies of such data then in its possession. The Service Provider shall be entitled to retain copies of data to the extent required in order to comply with its audit and record keeping obligations under this Agreement and otherwise as reasonably required for the retention of proper professional records. Such data and information retained by the Service Provider will be kept in accordance with the confidentiality requirements of this Agreement.
- 1.3.4 Except where this Agreement provides otherwise each party shall return to the other all property of the other (including all Management Information) in its possession or control.

Critical Need Statement

Items requested to Purchase:

This is necessary to place additional funds onto the existing PO #214128 for anticipated purchases.

Program:

Weatherization Assistance Program (WAP), Division of Energy and Climate, DNREC

Funding:

\$26,045.00 in RGGI WAP funds (Appro. 65602) to be added to existing PO # 214128

Essential Critical Need/Background (Be sure to highlight how the good or service is essential to the program):

This PO establishes funds for anticipated Hancock Software needs.

What is the potential impact if this purchase is delayed or denied?

Without establishing the needed funds for Hancock Software, the Weatherization Assistance Program will be unable to purchase the software needs in a timely manner. The Hancock Software is an essential tool used to maintain all of the weatherization client and home energy audit data, and provides the interface to perform client intake. If the addition of funds is not made to the PO, the inability to use the Hancock software will be detrimental to the WAP.