New Hampshire DOT
Department of Transportation

William Cass, P.E.
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

74D

David Rodrigue, P.E.
Assistant Commissioner
Andre Briere, Colonel, USAF (RET)
Deputy Commissioner

May 15, 2023
Bureau of Aeronautics

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Transportation to enter into a **Sole Source** contract with GCR Inc. dba Civix (Vendor #280759) of Metairie, Louisiana to update, maintain, service, and support the Bureau of Aeronautics' Airport IQ system manager (ASM) software for a total of $68,265 effective upon Governor and Council approval through June 30, 2026. 100% Other Funds.

Funds to support this request are contingent upon the availability and continued appropriation of funds in FY 2024, 2025 and 2026, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified:

	FY 2024	FY 2025	FY 2026
04-96-96-964010-2029 Airway Toll Fund (Fuel) 046-500464 Consultants	$22,380	$22,751	$23,134

EXPLANATION

The Department will enter into a **Sole Source** contract with GCR Inc. dba Civix to update, maintain, service, and support the Bureau of Aeronautics' Airport IQ system manager (ASM) software. The aviation software was originally developed in 1998 and upgraded numerous times to meet the needs of the Department. This aviation management software is beyond its useful life. The existing software is proprietary; support and maintenance can only be provided by GCR, Inc. The approval of this **Sole Source** contract is a stop-gap measure for three years to support the existing software until new software can be procured to meet the current and future needs of the Department of Transportation and security requirements of the Department of Information Technology.

The grants management component of this software provides management for all state airport block grants, pass-through grants, and state-funded non-federal projects. The State of New Hampshire, as an FAA State Block Grant Program, is responsible for the granting and regulatory oversite of the 10 federally funded public-use airports as follows: Berlin, Boire Field (Nashua), Claremont, Concord, Dean Memorial (North Haverhill), Dillant-Hopkins (Keene), Laconia, Parlin Field (Newport), Skyhaven Airport (Rochester), and the Mt. Washington Regional Airport (Whitefield). In addition to the 10 State Block Grant Program Airports, the State of New Hampshire is also a channeling state for Federal funds to the Manchester-Boston Regional Airport, Portsmouth International Airport at Pease, and the Lebanon Municipal Airport. While this software manages the federal programs, this

aviation software also manages State-funded projects for the remaining 12 non-federally funded open-to-the-public airports, state-owned Navigational Aids, and airport registrations (422: RSA 422:17).

If the Department can no longer properly manage the FAA funding, Federal funding to airports could be jeopardized in the future and the Department may need to revert to paper documentations to manage the New Hampshire aviation system data.

This contract has been approved by the Attorney General as to form and execution and the Department has verified that the necessary funds are available. Copies of the fully executed contract are on file at the Secretary of State office and the Department of Administrative Services office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of this contract is respectfully requested.

Sincerely,

William Cass

William Cass, P.E.
Commissioner

Attachments
WC/tlsl

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

May 17, 2023

William J. Cass, Commissioner
Department of Transportation
State of New Hampshire
7 Hazen Drive
Concord, NH 03301

Dear Commissioner Cass:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with GCR Inc. dba Civix, as described below and referenced as DoIT No. 2023-090.

The purpose of this request is to update, maintain, service, and support the Bureau of Aeronautics' Airport IQ system manager (ASM) software.

The Total Price Limitation will be $68,265, effective upon Governor and Council approval through June 30, 2026.

A copy of this letter must accompany the Department of Transportation's submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/jd
DoIT #2023-090

cc: Charles Burns, IT Manager

New Hampshire DOT
Department of Transportation

William Cass, P.E.
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

David Rodrigue, P.E.
Assistant Commissioner
Andre Briere, Colonel, USAF (RET)
Deputy Commissioner

May 17, 2023

Denis C. Goulet
Commissioner and Chief Information Officer
27 Hazen Drive
Concord, New Hampshire 03301

REQUESTED ACTION

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Funding is available in Capital Projects as follows:

	FY 2024	FY 2025	FY 2026
04-96-96-960010-2029 Airway Toll Fund (Fuel) 046-500464 Consultants	$22,380	$22,751	$23,134
Total	$22,380	$22,751	$23,134

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The grants management component of this software provides management for all state airport block grants, pass-through grants, and state-funded non-federal projects. The State of New Hampshire, as an FAA State Block Grant Program, the State is responsible for the granting and regulatory oversite of the 10 public-use. In addition to the 10 State Block Grant Program Airports, the State of New Hampshire is also a channeling state for Federal funds to the Manchester-Boston Regional Airport, Portsmouth International Airport at Pease, and the Lebanon Municipal Airport. In addition to managing the federal programs, this aviation software manages State-funded projects for the remaining 12 non-federally funded open-to-the-public airports, state-owned Navigational Aids, and airport registrations (422: RSA 422:17).

If the Department can no longer properly manage the FAA funding, Federal funding to airports could be jeopardized in the future and the Department will need to revert to paper documents to manage the New Hampshire aviation system data.

This contract has been approved by the Attorney General as to form and execution and the Department has verified that the necessary funds are available. Copies of the fully executed contract are on file at the Secretary of State office and the Department of Administrative Services office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that authority be given to amend this agreement.

CONTACT PERSON:

Tricia L. Schoeneck Lambert, Administrator
NHDOT /Bureau of Aeronautics
7 Hazen Drive
Concord, New Hampshire, 03302-0483
Telephone: (603) 271-1674
Email: Tricia.L.Lambert@dot.nh.gov

CERTIFICATION

The undersigned hereby certify that the information provided in this document and any attachments is complete and accurate and that alternatives to the solution defined in this document have been appropriately considered.

Respectfully submitted,

Charles Burns
IT Leader – Transportation, DoIT at NHDOT

Approved by:

Andre J. Briere
Deputy Commissioner, NHDOT

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Transportation/ Bureau of Aeronautics		1.2 State Agency Address 7 Hazen Drive P.O. Box 483 Concord, NH 03302-0483	
1.3 Contractor Name GCR Inc. dba Civix		1.4 Contractor Address 3300 West Esplanade Avenue Suite 400 Metairie, Louisiana 70002	
1.5 Contractor Phone Number 985-327-0413	1.6 Account Number 04-96-96-960010-2029 046-500464	1.7 Completion Date June 30, 2026	1.8 Price Limitation $68,265.00
1.9 Contracting Officer for State Agency Carol L. Niewola		1.10 State Agency Telephone Number 603-271-1675	
1.11 Contractor Signature Date: 3-22-2023		1.12 Name and Title of Contractor Signatory Timothy A. Walsh, President	
1.13 State Agency Signature Date: 05/30/23		1.14 Name and Title of State Agency Signatory Michelle L. Winters Director of Aeronautics, Rail & Transit	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Emily C. Hanson		On: 6/2/2023	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials TW
Date 3-22-2023

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

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

Contractor Initials TW
Date 3-22-2023

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

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

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials TW

Date 3-22-2023

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials TW
Date 3-22-2023

Form Number P-37

EXHIBIT A

Special Provisions

1. Order of Precedence – Contract Discrepancies

In case of a difference between the State of New Hampshire contract terms and conditions and the contract terms and conditions spelled out by the Contractor, the State of New Hampshire contract terms and conditions shall govern. In case of discrepancy either in the contract terms or conditions, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing to the Contractor. Any adjustment by the Contractor without such a determination shall be at the Contractor's own risk and expense.

2. Assistance with Data

At the end of this Agreement, the Contractor shall provide assistance to the State to transfer the State's data to the State in a useable format controlled by the State.

Form Number P-37

EXHIBIT B/C

Scope of Services, Contract Price, Method of Payment And Terms Of Payment

The attached Contractor's "Contract for Software Licenses, Services, and Support" dated 7/1/2023 - 6/30/2026 is included herein as it contains the scope of services, contract price, method of payment and terms of payment under this Agreement.

CIVIX

CONTRACT FOR SOFTWARE LICENSES, SERVICES, AND SUPPORT

This contract for software licenses, services, and support (**"Agreement"**) is made and entered into by and between New Hampshire Department of Transportation / Bureau of Aeronautics located at 7 Hazen Drive, P.O. Box 483, Concord, New Hampshire 03302-0483 (**"Licensee"**) and GCR Inc. dba Civix, located at 3300 West Esplanade Avenue, Suite 400, Metairie, Louisiana 70002 (**"Civix"**) effective as of the Effective Date.

WHEREAS, Licensee desires Civix to provide a license to the Licensed Programs and associated hosting, support and other professional Services in connection with the use of the Licensed Programs;.

In consideration of the mutual promises and agreements of the Parties herein, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 **"Agreement"** is defined in the Preamble.

1.2 **"Anniversary Date"** means the date that is 1 year after the Effective Date, and each anniversary thereafter.

1.3. **"Authorized Users"** means Licensee's employees, agents, subcontractors; contractors, outsourcing vendors, consultants and others who have a need to use and copy the Licensed Material.

1.4 **"Contract Year"** means (a) for the first Contract Year, the period from the Effective Date until but not including the first Anniversary Date, and (b) for each following Contract Year, the period from the end of the prior Contract Year until but not including the next Anniversary Date.

1.5 **"Effective Date"** means the date of State of New Hampshire Governor and Executive Council approval.

1.6 **"Fees"** means the fees identified in Attachment A (Software and Fees), and any other fees that may become due under this agreement.

1.7 **"Hosting"** is defined in Section 3.1 (Hosting Services).

1.8 **"Civix"** is defined in the Preamble.

1.9 **"Initial Term"** is defined in Attachment A (Software and Fees).

1.10 **"Initiation Date"** means the first day of the first calendar month following the Effective Date.

1.11 **"License"** means a nonexclusive, worldwide, and nontransferable license.

1.12 **"Licensed Material"** means the Licensed Programs, their derivatives, and their documentation provided or made available to Licensee pursuant to this Agreement.

1.13 **"Licensed Programs"** means the software program(s) identified in Attachment A (Software and Fees) as licensed to Licensee.

1.14 **"Licensee"** is defined in the Preamble.

1.15 **"Party"** means either Licensee or Civix.

1.16 **"Parties"** means Licensee and Civix collectively.

1.17 **"Renewal Term"** is defined in Section 10.1 (License Term).

1.18 **"Services"** is defined in Section 6.1 (Scope of Work).

1.19 **"Term"** is defined in Section 10.1 (License Term).

1.20 **"TM"** means Time and Materials.

1.21 **"SaaS"** means Software as a Subscription.

ARTICLE 2 – LICENSE

2.1 **Grant**. Subject to the terms and conditions of this Agreement, Civix hereby grants to Licensee a License to use the Licensed Material solely for Licensee's internal business purposes.

2.2 **Authorized Users**. The License is extended to Licensee's Authorized Users. Licensee will be responsible for the Authorized Users, and any acts or omissions of any Authorized User which if done by Licensee would constitute a breach of this Agreement by Licensee, will be deemed a breach of this Agreement by Licensee.

2.3 **Ownership**. Licensee acknowledges, agrees, and understands that Civix is the sole and exclusive owner of the Licensed Material, its right, title, and interest, and any improvements thereto.

2.4 **Prohibited Uses**. Licensee shall not do, shall not permit any third party to do, and shall use commercially reasonable efforts to prohibit any Authorized Users or other third parties from doing any of the following: (a) using any Licensed Material in a manner that violates this Agreement or any applicable laws and regulations, or to send unsolicited bulk email or "spam", (b) reverse engineering, translating, decompiling or disassembling the object code of the Licensed Material, or (c) copying, modifying, creating derivative works of, sublicensing, selling, leasing, loaning, renting, distributing, conveying, pledging as security, or otherwise encumbering the Licensed Material.

2.5 **No Implied Licenses**. No different, other or further right or license, other than what is granted in this Agreement, is intended or granted by this Agreement, whether by express or implied means or by estoppel, and this Agreement does not assign any right, title or interest in any of the Licensed Materials. All rights and interests not expressly granted under this Agreement are reserved to Civix.

2.6 **Additional Modules.** By written notice to Civix, Licensee may add additional software programs or modules identified on Attachment A (Software and Fees) to the Licensed Programs; if Licensee provides such notice, the Parties will execute an amendment updating Attachment A (Software and Fees).

ARTICLE 3 – HOSTING

3.1 **Hosting Services.** Throughout the Term, Civix shall provide hosting services as set forth in Attachment B (Hosting) (**"Hosting"**).

ARTICLE 4 - WARRANTY

4.1 **Warranty.** Civix shall faithfully perform the Services using the degree of care, skill, training, diligence and judgment ordinarily exercised under similar circumstances by competent members of the profession which Civix practices or industry or business in which Civix works. Civix warrants that the Licensed Programs will perform substantially in accordance with and in the manner described by related documentation, training manuals, and by Licensed Program functional design specifications.

4.2 **Correction.** Civix agrees to promptly re-perform, repair or replace, at Licensee's option and at Civix's cost and expense, any Licensed Program or Service which fails to conform to such warranties. Correction of any error in the manner described above shall constitute complete fulfillment of all obligations and liabilities of Civix for nonconforming Licensed Program or Services, whether the claims of the Licensee are based in contract, warranty, tort (including, but not limited to, negligence and strict liability), or otherwise. This exclusive remedy is Licensee's sole remedy for any failure of Civix to comply with its warranty obligations. The warranty period shall end 30 days from the delivery of the Licensed Program or completion of the Services, as applicable.

ARTICLE 5 – APPLICATION SUPPORT & UPGRADES

5.1 **Application Support Services.** Throughout the Term, Civix shall provide application support and upgrade services for Licensed Programs. In general, the application support services consist of (a) prompt customer support on-site or by telephone, fax or email; and (b) Licensed Programs updates, new releases, and enhancements reflecting on-going development at Civix and as made generally available to Civix's customers of the Licensed Programs, as described in Attachment C (Support).

5.2 **Licensee Cooperation.** Licensee acknowledges that Civix's ability to provide application support and upgrade services is dependent on the cooperation of Licensee and the quantity of information that Licensee can provide. Licensee will use commercially reasonable efforts to reproduce all reported problems and gather troubleshooting information as requested by Civix. If Licensee cannot reproduce such problems or gather requested information, Licensee will provide Civix temporary login access on Licensee's system to identify and address reported problems. Civix will have no responsibility for failure to provide application support and services as a result of Licensee's failure to cooperate with Civix.

5.3 **Troubleshooting of Non-Civix Problems.** Licensee acknowledges and agrees that Civix will be entitled to invoice, as additional services at Civix's then-prevailing rates as Fees, time and efforts spent providing support for reported problems which are not as the result of a fault in the Licensed Programs, including but not limited to problems caused by (a) incorrect or inaccurate data entered by or on behalf of

Licensee, (b) data deleted erroneously by Licensee, (c) new installations post-go live as the result of new hardware acquired by Licensee, or (d) accurate reports which were asserted to be erroneous.

ARTICLE 6 – SERVICES

6.1 **Scope of Work**. Civix shall perform the services and provide Software and the deliverables as described in Attachment A (Software and Fees) and Attachment C (Support), collectively referred to as Services ("**Services**").

6.2 **Change Orders**. Either Party shall have the right to request, in writing, changes in the Services. Civix shall not perform any such change in the Services unless compensation, schedule and scope of work are mutually agreed by the Parties in writing.

6.3 **Schedule**. The Services shall commence upon or about the Effective Date or such later date the Parties mutually agree upon. Civix agrees to diligently perform the Services and exercise commercially reasonable efforts to meet any estimated schedule set forth in Attachment C (Support). Notwithstanding the above, it is expressly understood and agreed that Civix shall not be liable as a guarantor of the estimated schedule.

6.4 **Acceptance**. Except where this Agreement provides different criteria, Services will be accepted if they have been performed in accordance with the specifications applicable to the Services. Upon notification by Civix that a Service (or associated deliverable) has been completed and is available for review and acceptance, Licensee will use commercially reasonable efforts to review within 7 business days after the notification, but in no event later than 10 business days after the notification. Civix will correct any unaccepted Services as described in ARTICLE 4 (WARRANTY). If no notification is delivered to Civix within the foregoing period, the Service will be deemed accepted. All accepted and deemed accepted Services remain subject to the terms of ARTICLE 4 (WARRANTY).

ARTICLE 7 – COMPENSATION

7.1 **Fees Generally**. Licensee agrees to pay Civix the Fees in accordance with the payment terms set forth in Schedule A (Software and Fees). Licensee's Fees include access to, and use of, Licensed Programs, Licensed Programs updates/upgrades, Hosting, Services, and Licensed Material.

7.2 **Taxes**. The Fees are exclusive of any tariff, duty, or tax, however designated, levied, or based including, without limitation, any taxes based on: (i) this Agreement; (ii) the Licensed Programs, Hosting or Services; (iii) the Licensed Material; or (iv) any materials or supplies furnished by Civix per this Agreement. Licensee is responsible for all applicable tariffs, duties or taxes applicable to this Agreement.

ARTICLE 8 – INDEMNIFICATION AND LIABILITY

8.1 **Intellectual Property Indemnification**. Civix warrants that it is authorized to grant Licensee the right to use the Licensed Material as defined in this Agreement. Licensee shall advise Civix promptly in writing of any notice or claim of infringement or of the commencement of any suit or action for infringement of a third party's intellectual property, and which claim or suit or action is based upon the use of the Licensed Material in accordance with the terms of this Agreement. If the use by the Licensed Material is in

accordance with this Agreement, Civix will, upon receipt of notice hereinabove required, undertake at its own expense the defense of any such suit or action for infringement based upon such use by Licensee. Civix shall have charge and direction of the defense of such suit or action, and Licensee agrees that it will render Civix all reasonable assistance that may be required by Civix in the defense of such suit or action. Licensee shall have the right to be represented therein by an advisory counsel of its own selection at its own expense. Civix will seek to resolve the claim in consultation with Licensee, either by means of alternative arrangements for the services and Licensed Material, or by obtaining permission to use the intellectual property in question. If Civix fails to obtain permission for the continued use the intellectual property in question, or fails to provide a suitable replacement with equal or greater functionality, Civix may terminate this Agreement and refund any fees paid by Licensee related to such intellectual property for future use. Neither Civix nor Licensee shall settle or compromise any such claim or suit or action without consent of the other if the settlement or compromise obliges the other to make any payment or part with any property, or to assume any obligation or grant any licenses or other rights, or be subject to any injunction by reason of such settlement or compromise. Civix will have no obligation to indemnify Licensee for any claims of infringement which are (a) as the result of Licensee's use of the Licensed Material in violation of this Agreement, (b) as the result of Licensee's or a third party's modification of the Licensed Material, (c) as the result of Licensee's combination of the Licensed Material with any other hardware or software not authorized by Civix for use with the Licensed Material in writing or disclosed in the documentation as for use with the Licensed Material.

8.2 **Consequential Damages Waiver**. Neither Party shall, under any circumstances or in any event, be liable to the other Party for any special, punitive, indirect, incidental, or consequential damages of any nature, including, without limitation, loss of actual or anticipated profits or revenues; loss of production, by reason of shutdown, non-operation, or otherwise; increased expense of manufacturing or operation; loss of use; increased financing costs; or cost of capital.

8.3 **Limit of Liability**. Notwithstanding anything set forth in this Agreement, Civix's maximum liability in the aggregate for any claim arising under or otherwise related to this Agreement shall in no event exceed the amount of monies received by Civix under this Agreement in the 12 months prior to such claim.

ARTICLE 9 – CONFIDENTIALITY

9.1 . **Confidentiality Generally**. Licensee acknowledges, agrees, and understands that the Licensed Material contains certain information that is and must be kept confidential. To ensure the protection of such information, and to preserve any confidentiality necessary under intellectual property law, including trade secret laws, Licensee agrees not to disclose the Licensed Material to anyone unless allowed by Civix or required to do so by law. Licensee's confidentiality obligation does not extend to (a) information that is known to Licensee prior to obtaining the same from Civix; (b) information that is, at the time of disclosure by Civix, then in the public domain; or (c) information that is obtained by Licensee from a third party who did not receive same directly or indirectly from Civix and who has no obligation of secrecy with respect thereto. To the extent any Authorized Users have access to Licensed Material for the benefit of Licensee, such Authorized Users will be obligated to agree to protect the confidentiality of the Licensed Material to the same extent this Agreement obligates Licensee to protect the confidentiality of the Licensed Material and Licensee will ensure that such Authorized Users are bound by such confidentiality obligations. Licensee agrees to be liable for any breaches of such Authorized Users of the confidentiality of the Licensed Material.

CIVIX

ARTICLE 10 – TERM AND TERMINATION

10.1 **License Term**. This Agreement will commence on the Effective Date and shall remain in full force through the Initial Term, unless earlier terminated in accordance with this Agreement. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive 1-year terms (each a "Renewal Term") unless a party provides written notice on non-renewal at least 30 days prior to expiration of the then-current (Initial or Renewal) Term. The Initial Term and Renewal Term(s) shall be collectively referred to as the "Term".

10.2 **Termination/Suspension for Default.** In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement by giving 30 days' prior written notice to the breaching Party; provided, however, that this Agreement shall not terminate if the breaching Party has cured the breach prior to the expiration of such 30-day period and the Agreement continues to remain in effect. However, if the breaching Party believes that it has performed its best efforts and has cured the breach, and the issuing Party is unreasonable in granting acceptance of the cure, then such dispute shall be resolved in accordance with this Agreement under the dispute resolution provisions of this Agreement. In lieu of termination, the non-breaching Party may suspend performance under this Agreement by such written notice until the breaching Party has cured the breach.

10.3 **Termination for Insolvency**. If (a) insolvency, receivership or bankruptcy proceedings are instituted by or against a Party and are not terminated within 30 days, (b) a Party makes an assignment for the benefit of creditors or (c) a Party admits an inability to pay its debts as they come due, then in any such event the other Party may in its sole discretion terminate this Agreement without notice.

10.4 **Termination of License**. Upon any expiration or termination of this Agreement, the License will terminate, and Licensee shall immediately: a) return the Licensed Materials to Civix or destroy all Licensed Materials in its possession; and b) give Civix written certification that through its best efforts and to the best of its knowledge, Licensee has complied with all of its obligations under this paragraph.

10.5 **Survival**. Except as set forth to the contrary herein; the Parties understand and agree that all terms and conditions of this Agreement, which by reasonable implication contemplate continued performance or compliance beyond the termination of this Agreement (by expiration of the term or otherwise) shall survive such termination and shall continue to be enforceable as provided herein.

ARTICLE 11 – MISCELLANEOUS

11.1 **Governing Law**. This Agreement will be governed by and construed in accordance with the laws of the State of New Hampshire, excluding any choice of law provisions that may direct the application of any laws of any other jurisdiction. Subject to Section 11.2 (Mediation), the exclusive venue for any dispute or controversy between the Parties will be the state and federal courts located in Concord, New Hampshire, United States. The Parties hereby irrevocably consent to jurisdiction and venue in such courts for this purpose, and the Parties waive objection to the jurisdiction and venue being in such courts.

11.2 **Mediation**. If during the course of this Agreement the Parties are unable to resolve any dispute or controversy arising out of or relating to the Agreement, such claims shall first be subject to non-binding

mediation as a condition precedent to the initiation of any legal action (either court action or arbitration). Unless the Parties mutually agree otherwise in writing, the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association in effect at the time of the demand for mediation shall be applied at the mediation. Any such mediation will be located in Concord, New Hampshire, United States. Demand for mediation shall be made in writing. The Parties agree to share equally the mediator's fee and any filing fees. Any agreement reached in mediation shall be enforceable and binding upon both Parties. Each Party agrees to bear its own attorneys' fees associated with the mediation.

11.3 **Assignment**. Neither Party shall assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the other Party; provided, however, that Civix may assign this Agreement (a) to any affiliate of Civix or (b) in connection with an assignment of all or substantially all of Civix's assets to which this Agreement relates. This provision shall not be construed to prohibit a Party from assigning to any banking, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished to the other Party.

11.4 **Force Majeure**. Neither Licensee nor Civix shall be considered in default in the performance of the obligations hereunder, except with respect to payment of monies hereunder, if such performance is prevented or delayed because of unavailability of labor, war, hostilities, revolution, civil commotion, acts of terrorism, strike, epidemic, accident, fire, wind, flood; or because of any act of God; or for any cause, whether similar or dissimilar, now or hereafter existing, beyond the reasonable control of the Party affected. The Party suffering a delay in its performance caused by an above described occurrence shall give notice thereof to the other Party as soon as reasonably possible thereafter, and shall use reasonable efforts to overcome such delay. In the event of such an occurrence, the Parties shall consult to determine how to overcome the effect on the Project and shall mutually agree to any equitable adjustment to the compensation due Civix hereunder.

11.5 **Export**. Licensee agrees to abide by any restrictions or conditions respecting the export, re-export, or other transfer of the Licensed Material disclosed and/or licensed to Licensee in accordance with this Agreement that are in effect now or are hereafter imposed by the United States Government, and will not export, re-export, or otherwise transfer the Licensed Material, except in full compliance with all relevant U.S. laws and regulations.

11.6 **Specific Performance**. The provisions of this Agreement are necessary for the protection of the business and goodwill of the Parties and are considered by the Parties to be reasonable for such purpose. The Parties agree that any breach of this Agreement will cause substantial and irreparable injury, for which monetary damages would not be an adequate remedy, and, therefore, in the event of any such breach, in addition to other remedies which may be available, the Parties shall have the right to seek specific performance and other injunctive and equitable relief, in accordance with the provisions of applicable New Hampshire law. The Parties further agree that, in the event injunctive relief is sought and to the extent permitted by New Hampshire law, neither Party should be required to post a bond in order to receive such equitable relief from the issuing New Hampshire Court. Notwithstanding this agreement, in the event that the issuing Court nonetheless requires that a bond be posted, the Parties mutually agree that a bond not exceeding $500.00 is sufficient.

11.7 **Miscellaneous**. This Agreement is the entire agreement of the Parties on the subject matter hereof. This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Licensee and Civix with respect to the subject matter hereof. In addition, this Agreement may

not be modified or amended unless agreed by the Parties, reduced to writing, and signed by both the Licensee and Civix. Further, if any part of this Agreement is adjudged invalid, illegal or unenforceable, the remaining parts shall not be affected and shall remain in full force and effect. Headings in this Agreement are for convenience only and shall not affect the interpretation thereof.

CIVIX

The following attachments constitute a part of this Agreement and are incorporated herein by this reference.

Attachment A – Software License and Support Fees
Attachment B – Hosting
Attachment C – Support

CIVIX

ATTACHMENT A
SOFTWARE LICENSE AND SUPPORT FEES

The fees below are based on the following.

Software	Extended Price
AirportIQ System Manager (ASM) SaaS, Support, and Hosting	See table below

The prices shown above will increase by 3% at the beginning of each Contract Year.

Annual Support Hours Cap: 80 hours. Licensee's annual Fees and included annual application support allotment applies to each Contract Year and shall not include unused application support time from prior Contract Years.

Payment Schedule for Initial Term	Migration to Cloud (fixed price spread over 3-years)	ASM	Yearly Total
Year 1: July 1, 2023 – June 30, 2024	$10,000.00.	$12,380.00	$22,380.00
Year 2: July 1, 2024 – June 30, 2025	$10,000.00	$12,751.00	$22,751.00
Year 3: July 1, 2025 – June 30, 2026	$10,000.00	$13,134.00	$23,134.00

Payment Terms
Licensee agrees to pay Civix the Fees in accordance with the payment terms set forth below:

- Annual Fees: Due immediately upon signature for Year 1, and annual thereafter upon Anniversary Date
- Fixed Price Services:
  - All services are fixed unless otherwise noted
- Time & Material Services (if not Fixed Price): Billed monthly in arears
- Additional services ordered during the Term will be invoiced monthly at the above rate following the month services were rendered.

Initial Term
The Initial Term of this Agreement shall commence on the Effective Date and shall remain in full force until Lessee's 3rd Anniversary Date.

Additional Terms and Conditions
Licensee may request additional services via this agreement based on the current hourly rates.

Labor Category	Hourly Rate
Senior Product	$195.00
Product	$150.00
Project	$175.00
Technical	$150.00

The prices shown above will increase by 3% at the beginning of each Contract Year.

CIVIX

ATTACHMENT B
HOSTING

Civix agrees to provide Licensee with access to the Software during the Term through a hosted computing environment. Hosting of the Software is provided through the Amazon Web Services (AWS) Cloud.

AWS Cloud

Working with AWS, Civix has developed innovative automations that ensure unique security controls are implemented by default, allowing for streamlined governance across multiple users.

AWS Cloud is designed to host sensitive data, regulated workloads, and address the most stringent U.S. government security and compliance requirements – including the FedRAMP baseline and other compliance regimes. AWS meets the requirements of the most security-sensitive organizations with support for 98 security standards and compliance certifications — more than any other cloud offering.

AWS Security

For decades, Civix has grown and evolved to meet the needs of a public sector that faces significant challenges, including cybersecurity. Keeping data secure while anticipating and mitigating threats is at the heart of everything we do. Our software solutions are built on a foundation of best practices that include:

- **National Institute of Standards and Technology (NIST) Standards:** Aims to align with the most stringent cybersecurity frameworks in the U.S. federal government.
- **Defense-in-Depth Strategies:** Implements specific countermeasures in layers to defend against cyber threats and vulnerabilities.
- **Zero Trust Architecture:** Prevents any user or device, inside or outside a network, from accessing an IT system until authenticated and continuously verified through a robust Identity and Access Management program that allows access to only necessary, specified resources.
- **Automated Provisioning:** Facilitates end-to-end automation based on specifications, policies, and analytics – without the need for human intervention and opportunities for human error.
- **24/7/365 Continuous Monitoring:** Partners with Optiv, a leading managed security service provider (MSSP), to deliver around-the-clock security monitoring services that ensure preventive and ongoing real-time operational measures.
- **Best-in-Breed Security Tools:** Taps into the power of best-of-breed security tools, such as AWS, CloudFlare, CrowdStrike, Optiv, Qualys, and MimeCast.

AWS Layers of Protection

Rooted in defense-in-depth strategies, Civix's approach to cybersecurity implements countermeasures in layers to create an aggregated security posture. Drawing on best practices and insights from leading InfoSec experts, our model ensures the most appropriate technologies are applied at every layer.

When it comes to public sector cybersecurity, there isn't a single solution for defending against attacks. Cyber threats are continuously evolving, and thus, so is our cybersecurity program. We constantly realign with federal standards and industry best practices, push the bounds of innovation, and invest in partnerships to keep critical infrastructure systems and data secure.

Further information: https://aws.amazon.com/stateandlocal/?hp=tile&tile=industries&wwps-cards.sort-by=item.additionalFields.sortDate&wwps-cards.sort-order=desc

Service Level Agreement ("SLA")

1. **Uptime Target**. Subject to specifically mentioned exceptions, Civix shall use commercially reasonable efforts to cause the Software to be available through the Hosting 99.5% of the time (**"Service Level Target"**), as measured on a monthly basis. In the event the Software and Hosting do not meet the

Service Level Target, Licensee may be eligible to receive a Service Credit in accordance with the procedures described below.

2. **"Service Interruption"** is defined as either the total loss of Licensee availability to the Software, or the degradation of a specific element or component the Software to an extent by which the Software is not functional for their intended purpose, subject to the exceptions described below.

3. **Exceptions**. Any interruptions to the Service(s) caused by or during any of the following events or circumstances shall not constitute a Service Interruption hereunder and shall not to be considered and/or included in, or for the purpose of, calculating any Service Credits available under this SLA:

   a. During any period where Licensee's payment of Fees is more than 30 days past due or where Civix has suspended the Agreement for late payment;
   b. Incidents outside Civix's reasonable control, including those described in Section 10.4 of the Agreement;
   c. Scheduled maintenance of the Hosting and Software for which Civix has notified Licensee;
   d. Incidents caused by equipment, software or other technology provided by Licensee or by a third party on behalf of Licensee;
   e. Incidents caused by a violation of this agreement, negligence or willful misconduct by Licensee or Licensee agents or employees.

4. **Credit Request**. If Licensee experiences a Service Interruption, to receive consideration for a Service Credit, Licensee must provide written notice to Civix within 30 days of such Service Interruption. The request should include, at a minimum, the date, time and duration of the Service Interruption. In instances of uncertainty or dispute as to whether an actual Service Interruption has occurred, Civix shall make a final determination with respect to such uncertainty and/or dispute, in good faith, based on its review of data provided by system logs, monitoring reports and configuration records, which Civix shall make available to Licensee at Licensee's request.

5. **Service Credits**. For each month, Civix will calculate the percentage of time where the Software was available through the Hosting with no Service Interruptions for which the Licensee has requested credit pursuant to Section 4 of this Service Level Agreement (**"Uptime"**). For each percent (1.0%) which the Uptime falls below the Service Level Target, Licensee will be entitled to a one-fifth of one percent (0.2%) reduction in the next Annual Fees (each such reduction, a **"Service Credit"**). For example, if the Uptime for a month were 97.5%, 2.0% below the Service Level Target, Licensee would be entitled to a 0.4% Service Credit on the next Annual Fees.

6. **Service Credit Maximum**. The parties acknowledge and agree that (a) the maximum Service Credit Licensee may receive for Service Interruptions as described in this SLA shall be no more than 5% of the next Annual Fees, and (b) the Service Credits prescribed under this SLA shall be the sole and exclusive remedy for any and all such Service Interruptions, in each case notwithstanding anything to the contrary in this SLA or elsewhere in this Agreement.

CIVIX

ATTACHMENT C
SUPPORT

The software covered by this support agreement includes the Licensed Programs plus any future versions of the Licensed Programs offered by Civix as an incremental upgrade. Future expansion of the system that requires modifications outside the support of the base system is not covered under this agreement.

Software Support Policy Descriptions

In accordance with the terms of this Agreement, Civix will furnish the following support services for the Licensed Programs.

Enhanced Technical Support
Civix has a dedicated 24/7/365 support portal for logging help desk tickets either via a product email address or directly within the support portal. In addition, Civix has a dedicated telephone support phone line (504) 304-0781. A Power User is defined as a trained, advanced user who can troubleshoot basic issues without assistance. Licensee is limited to two (2) designated Power Users at any one time, who will act as the support liaison between the Licensee and Civix. Licensee agrees that support may be provided through electronic communications or telephone support.

Timeliness of Incident Resolution
Civix shall use commercially reasonable efforts to provide modifications or additions to correct errors in the Software reported by Licensee. The level of support that Civix can provide is dependent upon the cooperation of Licensee and the quantity of information that Licensee can provide. Licensee agrees that efforts beyond the Annual Support Hours Cap set forth in Attachment A per Contract Year would not be commercially reasonable.

If the Licensee cannot reproduce a problem or if Civix cannot successfully gather adequate troubleshooting information, Civix will require temporary login access on the licensee's system to identify and address the problem. This communication capability shall be accessible 24 hours a day, seven days a week.

New Releases
Incremental upgrade releases (not requiring modifications outside the support of the base system) and documentation will be made available for all purchased modules during the term of the Agreement.

Program Enhancements
Enhancement releases (not requiring modifications outside the support of the base system) for the software will be made available for all purchased modules during the term of the Agreement.

Installation Assistance
Support for the proper installation of the current release of the software, and any subsequent patches or updates described above will be made available through remote assistance.

Online Training
Online user training will be made available to Licensee through a web-based interface for up to eight (8) hours each agreement year in order to provide refresher training and support the training of new staff members.

Form Number P-37

SUPPLEMENTAL DOCUMENTS

New Hampshire Certificate of Good Standing

The attached Contractor's "New Hampshire Certificate of Good Stating" is included herein following this page.

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that GCR INC. is a Louisiana Profit Corporation registered to do business in New Hampshire as GCR CONSULTING OF NEW HAMPSHIRE on November 18, 2015. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **735131**

Certificate Number: **0006236344**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 24th day of May A.D. 2023.

David M. Scanlan

Secretary of State

Form Number P-37

SUPPLEMENTAL DOCUMENTS

Certificate of Vote

The attached Contractor's Certificate of Vote is included herein following this page acknowledging the Contractor's authority to execute this Agreement.

WRITTEN CONSENT TO RESOLUTION OF THE BOARD OF DIRECTORS OF GCR INC.

November 8, 2019

The undersigned, being all of the elected and qualified members of the Board of Directors ("*Board*") of GCR Inc., a Louisiana corporation ("*GCR*"), acting under the provisions of the Louisiana Business Corporation Act, as amended and as applicable, hereby waive all notice and unanimously consent to the following actions to be taken by GCR in lieu of a special meeting of the Board:

RESOLVED, that each of the individuals listed below is hereby authorized to execute and deliver, for and on behalf of GCR, all ordinary course customer contracts, contract amendments, and contract proposals:

Name and Title

Michael A. Foisy, Chairman
Tommy Wayne Amburgey, Jr., Chief Executive Officer
Christopher Porras, Chief Financial Officer

; and

RESOLVED, FURTHER, that the individual listed below is hereby authorized to execute and deliver, for and on behalf of GCR, all ordinary course customer contracts, contract amendments, and contract proposals, except for those contracts, contract amendments, and contract proposals with a value exceeding Two Million ($2,000,000) in revenue:

Name and Title

Tim Walsh, President

; and

RESOLVED, FURTHER, that the individual listed below is hereby authorized to execute and deliver, for and on behalf of GCR, all ordinary course customer contracts, contract amendments, and contract proposals, except for those contracts, contract amendments, and contract proposals with a value exceeding Two Hundred Thousand Dollars ($200,000) in revenue:

Name and Title

Dean Charbonnet, Executive Vice President

; and

RESOLVED, FURTHER, that the officers of GCR are hereby authorized to cause GCR to perform its obligations under any such contracts, contract amendments and contract proposals; and

RESOLVED, FURTHER, that the foregoing resolutions supersede and replace the resolutions adopted by the Board on June 1, 2019; and

RESOLVED, FURTHER, that this consent may be executed in one or more counterpart copies which, when signed by all of the members of the Board, shall be effective and taken together shall be one and the same instrument; and

RESOLVED, FURTHER, that all acts and deeds taken or done by the officers of GCR which are in conformity with the purpose and intent of these resolutions, shall be and hereby are in all respects ratified, approved and confirmed.

25761556

[Signature Page Follows]

[Signature Page to Board Consent]

IN WITNESS WHEREOF, the undersigned have executed this Joint Written Consent to Resolution of the Board of Directors of GCR Inc. effective as of the date first written above, thereby agreeing that the foregoing recitals and resolutions shall be of the same force and effect as if adopted at a meeting of the Board, upon due notice, on such date.

By: Michael A. Foisy
Date: 11/11/2019

By: James C. Snyder
Date:

By: Robert Grand
Date:

By: Tommy Wayne Amburgey, Jr.
Date:

By: Jeff Bistrong
Date:

[Signature Page to Board Consent]

IN WITNESS WHEREOF, the undersigned have executed this Joint Written Consent to Resolution of the Board of Directors of GCR Inc. effective as of the date first written above, thereby agreeing that the foregoing recitals and resolutions shall be of the same force and effect as if adopted at a meeting of the Board, upon due notice, on such date.

By: Michael A. Foisy
Date:

James C. Snyder

By: James C. Snyder
Date: 11/8/2019

By: Robert Grand
Date:

By: Tommy Wayne Amburgey, Jr.
Date:

By: Jeff Bistrong
Date:

[Signature Page to Board Consent]

IN WITNESS WHEREOF, the undersigned have executed this Joint Written Consent to Resolution of the Board of Directors of GCR Inc. effective as of the date first written above, thereby agreeing that the foregoing recitals and resolutions shall be of the same force and effect as if adopted at a meeting of the Board, upon due notice, on such date.

By: Michael A. Foisy
Date:

By: James C. Snyder
Date:

By: Robert Grand
Date: 11/11/2019

By: Tommy Wayne Amburgey, Jr.
Date:

By: Jeff Bistrong
Date:

[Signature Page to Board Consent]

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By: Michael A. Foisy
Date:

By: James C. Snyder
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By: Robert Grand
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By: Tommy Wayne Amburgey, Jr.
Date: 11/11/2019

By: Jeff Bistrong
Date:

[Signature Page to Board Consent]

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By: Michael A. Foisy
Date:

By: James C. Snyder
Date:

By: Robert Grand
Date:

By: Tommy Wayne Amburgey, Jr.
Date:

By: Jeff Bistrong
Date: 11/5/19

AFFIDAVIT

STATE OF LOUISIANA

PARISH OF JEFFERSON

BEFORE ME, the undersigned personally came and appeared, Lynette Lapeyrolerie

Who after being duly sworn, deposed and said that he/she is the Business Development Coordinator of GCR Inc., DBA Civix, and further said:

(1) March 22, 2023 is the date the New Hampshire Department of Transportation/Bureau of Aeronautics ASM contract was authorized for execution.
(2) Timothy A. Walsh, President of GCR Inc., DBA Civix is authorized to execute the said contract.
(3) As of this date, the authority to execute the said contract has not been repealed, rescinded, or amended.

Lynette Lapeyrolerie
Signature of Affiant

3/29/23
Date

SWORN TO AND SUBSCRIBED
BEFORE ME ON THIS 29 DAY OF March, 2023.

Jillian Campbell
NOTARY PUBLIC

Jillian Campbell
PRINT NAME

137591
BAR OR NOTARY NUMBER

JILLIAN CAMPBELL
Notary Public
State of Louisiana
Jefferson Parish
Notary ID # 137591
My Commission is for Life

Form Number P-37

SUPPLEMENTAL DOCUMENTS

Insurance Certificate

The attached Contractor's Insurance Certificate is included herein following this page. The Agreement spells out the requirements that must be satisfied in section 14 and 15.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/24/2023

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

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

PRODUCER	CONTACT NAME: Robin Strauss
RSC Insurance Brokerage, Inc. 750 Third Ave 15th Floor New York NY 10017	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: rstrauss@risk-strategies.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Continental Insurance Co	35289
INSURER B:	National Fire Insurance Company of Hartford	20478
INSURER C:	Transportation Insurance Co	20494
INSURER D:	American Casualty Co of Reading PA	20427
INSURER E:		
INSURER F:		

INSURED
GCR Holdings, Inc.; GCR, Inc.; GCR Intermediate Holdings, Inc.; GCR Acquisition Co., LLC; GCR International, LLC; DBA: Civix
3300 W. Esplanade Ave., S., #400
Metairie LA 70002

COVERAGES **CERTIFICATE NUMBER:** CL2321027539 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			6056679752	02/15/2023	02/15/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Stop Gap Liability	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			6056679749	02/15/2023	02/15/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp/Collision Ded.	$ 1,000,000 $ $ $ $ 1,000 each
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			6056679797	02/15/2023	02/15/2024	EACH OCCURRENCE AGGREGATE	$ 24,000,000 $ 24,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6056679766	02/15/2023	02/15/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	California Workers' Comp/Employers Liability			6056679783	02/15/2023	02/15/2024	Per Statute Limits:	$1M/$1M/$1M

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

This certificate is issued as evidence of insurance coverage only.

CERTIFICATE HOLDER

New Hampshire Dept. of Transportation/ Bureau of Aeronautics
7 Hazen Drive
P.O. Box 483
Concord NH 03302

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

RSC Insurance Brokerage Inc.

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
RSC Insurance Brokerage, Inc.	GCR Holdings, Inc.; GCR, Inc.; GCR Intermediate Holdings, Inc.;
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

Technology and Misc. Professional Liability & Cyber: $5,000,000, Claims Made, Retroactive date: 7/12/93, Liberty Surplus Ins. Corp. (NAIC #10725), Policy #: EO5NABKU8A006; Term: 2/15/2023-2024.

CNA

CNA PARAMOUNT

Technology General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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Technology General Liability Extension Endorsement

1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **K.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **K.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or
2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Grantor of Franchise

Any person or organization that has granted a franchise to a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** as grantor of a franchise to the **Named Insured**.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
   a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
   b. the construction, erection, or removal of elevators; or
   c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

   The coverage granted by this paragraph does not apply to:
   a. **Bodily injury, property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
   b. **Bodily injury** or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

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I. **Trade Show Event Lessor**

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:

   a. the **Named Insured's** acts or omissions; or

   b. the acts or omissions of those acting on the **Named Insured's** behalf,

   in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard.**

J. **Vendor**

Any person or organization but only with respect to such person or organization's liability for **bodily injury** or **property damage** arising out of **your products** which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:

   a. **bodily injury** or **property damage** for which such person or organization is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;

   b. any express warranty unauthorized by the **Named Insured**;

   c. any physical or chemical change in any product made intentionally by such person or organization;

   d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

   e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

   f. demonstration, installation, servicing or repair operations, except such operations performed at such person or organization's premises in connection with the sale of a product;

   g. products which, after distribution or sale by the **Named Insured**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or

   h. **bodily injury** or **property damage** arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

      (1) the exceptions contained in Subparagraphs **d.** or **f.** above; or

      (2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This Paragraph **J.** does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.

3. This Paragraph **J.** also does not apply:

   a. to any vendor specifically scheduled as an additional insured by endorsement to this **Coverage Part**;

   b. to any of **your products** for which coverage is excluded by endorsement to this **Coverage Part**; nor

   c. if **bodily injury** or **property damage** included within the **products-completed operations hazard** is excluded by endorsement to this **Coverage Part**.

K. Other Person Or Organization / Your Work

Any person or organization who is not an additional insured under Paragraphs **A.** through **J.** above. Such additional insured is an **Insured** solely for **bodily injury**, **property damage** or **personal and advertising injury** for which such additional insured is liable because of the **Named Insured's** acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

1. who is specifically scheduled as an additional insured on another endorsement to this **Coverage Part**; nor

2. for **bodily injury** or **property damage** included within the **products-completed operations hazard** except to the extent all of the following apply:

   a. this **Coverage Part** provides such coverage;

   b. the written contract or agreement described in the opening paragraph of this **ADDITIONAL INSUREDS** Provision requires the **Named Insured** to provide the additional insured such coverage; and

   c. the **bodily injury** or **property damage** results from **your work** that is the subject of the written contract or agreement, and such work has not been excluded by endorsement to this **Coverage Part**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

A. The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured.

B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph **1.K.** of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** Condition is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, and of this endorsement's **JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES** provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation, or the members of the management board of a limited liability company; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:

a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. **ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES**

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

7. **EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE**

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

8. **IN REM ACTIONS**

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

9. **INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE**

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions.

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, that includes but shall not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. **DEFINITIONS** is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

- the **Named Insured's employees** are **Insureds** with respect to:

(1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs **(a), (b), (c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED**.

c. add the following:

Insured does not include any physician while acting in his or her capacity as such.

D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

10. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to:

- the conduct of any current or past partnership or joint venture that is not shown as a **Named Insured** in the Declarations; nor
- the conduct of a current or past limited liability company in which a **Named Insured's** interest does/did not rise to the level of management control;

except that if the **Named Insured** was a joint venturer, partner, or member of such a limited liability company, and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, then such

Named Insured is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;

b. the **bodily injury** or **property damage** first occurred after such termination date; and

c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

11. LEGAL LIABILITY – DAMAGE TO PREMISES

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the first paragraph immediately following subparagraph **(6)** of the **Damage to Property** exclusion and replace it with the following:

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire, lightning, explosion, smoke or leakage from automatic fire protective systems) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protective systems to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in the **LIMITS OF INSURANCE** Section.

C. **LIMITS OF INSURANCE** is amended to delete Paragraph **6.** (the Damage To Premises Rented To You Limit) and replace it with the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **COVERAGE A** for **damages** because of **property damage** to:

a. any one premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with the permission of the owner; and

b. contents of such premises if the premises is rented to the **Named Insured** for a period of 7 or fewer consecutive days.

The Damage To Premises Rented To You Limit is $500,000. unless a higher Damage to Premises Rented to You Limit is shown in the Declarations.

D. The **Other Insurance** Condition is amended to delete Paragraph **b.(1)(a)(ii)**, and replace it with the following:

(ii) That is property insurance for premises rented to a **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

E. This Provision **11.** does not apply if liability for damage to premises rented to a **Named Insured** is excluded by another endorsement attached to this **Coverage Part**.

12. MEDICAL PAYMENTS

A. LIMITS OF INSURANCE is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

   (1) $15,000 unless a different amount is shown here: ; or

   (2) the amount shown in the Declarations for Medical Expense Limit.

B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

13. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

14. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

15. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES, Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

   This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision **1. ADDITIONAL INSURED** of this endorsement; or
- attachment of an additional insured endorsement to this **Coverage Part**.

16. PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability,** the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

Personal and advertising injury for which the **Insured** has assumed liability in a contract or agreement.

This exclusion does not apply to liability for **damages**:

(1) that the **Insured** would have in the absence of the contract or agreement; or

(2) assumed in a contract or agreement that is an **insured contract** provided the offense that caused such **personal or advertising injury** first occurred subsequent to the execution of such **insured contract**. Solely for the purpose of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be **damages** because of **personal and advertising injury** provided:

(a) liability to such party for, or for the cost of, that party's defense has also been assumed in such **insured contract**; and

(b) such attorney fees and litigation expenses are for defense of such party against a civil or alternative dispute resolution proceeding in which covered **damages** are alleged.

B. Solely for the purpose of the coverage provided by this paragraph, **DEFINITIONS** is amended to delete the definition of **insured contract** in its entirety, and replace it with the following:

Insured contract means that part of a written contract or written agreement pertaining to the **Named Insured's** business under which the **Named Insured** assumes the tort liability of another party to pay for **personal or advertising injury** arising out of the offense of false arrest, detention or imprisonment. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

C. Solely for the purpose of the coverage provided by this paragraph, the following changes are made to the Section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

1. Paragraph **2.d.** is replaced by the following:

   d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

   So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Notwithstanding the provisions of Paragraph **e.(2)** of the Contractual Liability exclusion (as amended by this Endorsement), such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

D. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

17. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

18. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

19. PROPERTY DAMAGE - PATTERNS MOLDS AND DIES

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraphs **(3)** and **(4)** of the Exclusion entitled **Damage to Property**, but only with respect to patterns, molds or dies that are in the care, custody or control of the **Insured**, and only if such patterns, molds or dies are not being used to perform operations at the time of loss. A limit of insurance of $25,000 per **policy period** applies to this **PROPERTY DAMAGE - PATTERNS MOLDS AND DIES** coverage, and this limit:

A. is included within the General Aggregate Limit as described in **LIMITS OF INSURANCE**; and

B. applies excess over any valid and collectible property insurance available to the **Insured**, including any deductible applicable to such insurance; the **Other Insurance** condition is changed accordingly.

20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

21. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.