



16 - 8/19/26

The State of New Hampshire
Department of Transportation



David Rodrigue, P.E.
Commissioner

Susan M. Klasen, P.E.
Assistant Commissioner

Michelle L. Winters
Deputy Commissioner

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

Bureau of Aeronautics
July 30, 2026

Requested Action

Authorize the Department of Transportation to **retroactively** enter into a **Sole Source** contract with GCR Inc. dba Tadera (Vendor 467302) of Metairie, LA to update, maintain, service, and support the Bureau of Aeronautics' Airport IQ system manager (ASM) software for a total of \$142,349 retroactively effective from July 1, 2026 through June 30, 2031 upon Governor and Council approval. **100% Other Funds.**

Funds to support this request are contingent upon the availability and continued appropriation of funds in FY 2027, 2028, 2029, 2030 and 2031, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified:

Funding is available as follows:	FY 2027	FY2028	FY2029	FY2030	FY2031
04-96-96-964010-2029					
Airway Toll Fund (Fuel)	\$24,753	\$26,486	\$28,340	\$30,324	\$32,446
046-500464 Consultants					

Explanation

The contract is **retroactive** due to the time required to finalize the contract documents while operating with limited staffing in the Aeronautics planning and engineering section, which manages all federal aeronautics and associated state grants. Additionally, competing priorities related to funding ongoing airport infrastructure and safety projects contributed to the delay.

The Department will enter into a **Sole Source** contract with GCR Inc. dba as Tadera 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. The software is proprietary; support and maintenance can only be provided by GCR, Inc. The approval of this **Sole Source** contract is for the next five years to meet the current and future grant tracking needs and federal (FAA) requirements of the Department of Transportation and security requirements of the Department of Information Technology.

During the last three-year contract, GCR made appropriate and beneficial upgrades to the existing operating software and now hosts it at their site location, reducing time and cost for the state to maintain the database locally. Once the ASM software upgrades were complete, the Department made the determination that for the next five years it would be more cost-effective to continue using the ASM database than to purchase new, more expensive software. The current upgraded software meets the needs and statutory requirements of managing state and federal grants in accordance with NH RSA 422:14-15.

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 Federal Aviation Administration (FAA) State Block Grant Program, is responsible for the granting and regulatory oversight of the nine federally-funded public-use airports: Berlin, Boire Field (Nashua), Claremont, Concord, Dean Memorial (North Haverhill), Dillant-Hopkins (Keene), Laconia, Skyhaven Airport (Rochester), and the Mt. Washington Regional Airport (Whitefield). In addition to the nine State Block Grant Program Airports, the State of New Hampshire is also a channeling state for Federal funds to three airports: 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 (NH 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 documentation 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,

A handwritten signature in blue ink, appearing to read 'David Rodrigue', with a long horizontal stroke extending to the right.

David Rodrigue, P.E.
Commissioner

Attachments
WC/tisl



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY**

27 Hazen Drive | Concord, NH | 03301
Fax: (603) 271-1516 | TDD: (800) 753-2964
doit.nh.gov



Denis Goulet, *Commissioner*

June 24, 2026

David Rodrigue, Commissioner
Department of Transportation
State of New Hampshire
7 Hazen Drive
Concord, NH 03301

Dear Commissioner Rodrigue:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with GCT Inc. dba TADERA, as described below and referenced as DoIT No. 2027-009.

The purpose of this request is to continue to provide and maintain the NHDOT's Asset Analytics and Forecasting System.

The Total Price Limitation shall be \$142,349.00, effective upon Governor and Council approval through June 30, 2031.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet". The signature is fluid and cursive, with a long horizontal stroke extending from the end.

Denis Goulet

DG/RA
DoIT #2027-009

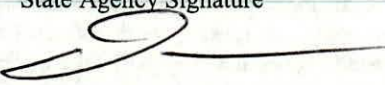
cc: Christopher Magri, IT Manager

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 TADERA		1.4 Contractor Address 1001 East Service Road Highway 190, Suite 201 Covington, LA 70433	
1.5 Contractor Phone Number 985-327-0413	1.6 Account Unit and Class 04-96-96-960010-2029 046-500464	1.7 Completion Date June 30, 2031	1.8 Price Limitation \$142,349.00
1.9 Contracting Officer for State Agency Carol L. Niewola		1.10 State Agency Telephone Number 603-271-1675	
1.11 Contractor Signature  Signed by: _____ Date: 4/20/2026 C8FB82715031406..		1.12 Name and Title of Contractor Signatory Steve Dewis General Manager	
1.13 State Agency Signature  Date: 6/23/26		1.14 Name and Title of State Agency Signatory DAVID RODRIGUE, P.E. COMMISSIONER	
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:  On: 7/29/2026			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any 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. **WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. **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.

18. **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.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **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.

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

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **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.

26. **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.

Agreement between NHDOT and GCR, Inc. (dba Tadera)

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.

Agreement between NHDOT and GCR, Inc. (dba Tadera)

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 February 17, 2026 is included herein as it contains the scope of services, contract price, method of payment and terms of payment under this Agreement.



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, NH 03302 ("**Licensee**") and GCR Inc. dba TADERA, located at 1001 East Service Road, Highway 190, Suite 201, Covington, LA 70433 ("**TADERA**") effective as of July 1, 2026 (the "**Effective Date**").

WHEREAS Licensee wants TADERA 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 365 calendar days 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 are authorized to, and will use the Licensed Material, in accordance with this Agreement.

1.4 "**TADERA**" is defined in the Preamble.

1.5 "**Contract Year**" is the period from the Effective Date until, but not including, the first Anniversary Date, and thereafter, the period from the end date of the prior Contract Year until but not including the next Anniversary Date.

1.6 "**Delivery**" means the point at which TADERA has delivered a working URL to access Licensed Material.

1.7 "**Documentation**" means any written, typed, or otherwise transcribed material related to Licensed Material, including release notes and training material delivered to or downloaded by Licensee.

1.8 "**Effective Date**" means, if no specific date is provided above, the date of State of New Hampshire Governor and Executive Council approval.

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

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

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



- 1.12 **"Initiation Date"** means the first day of the first calendar month immediately following the Effective Date.
- 1.13 **"License"** means a limited, nonexclusive, worldwide, and nontransferable license.
- 1.14 **"Licensed Material"** means the Licensed Programs, their derivatives, and their respective related Documentation provided to, or made available to, the Licensee by TADERA pursuant to this Agreement.
- 1.15 **"Licensed Programs"** means the software program(s) identified in Attachment A (Software and Fees) as licensed to Licensee pursuant to this Agreement.
- 1.16 **"Licensee"** is defined in the Preamble.
- 1.17 **"Parties"** means Licensee and TADERA, collectively.
- 1.18 **"Party"** means either Licensee or TADERA, individually.
- 1.19 **"Renewal Term"** is defined in Section 10.1 (License Term).
- 1.20 **"SaaS"** means software as a subscription.
- 1.21 **"On-Prem"** is defined as self-hosted by the Licensee.
- 1.22 **"Services"** is defined in Section 6.1 (Scope of Work).
- 1.23 **"Term"** is defined in Section 10.1 (License Term).
- 1.24 **"TM"** means time and materials.

ARTICLE 2 – LICENSE

2.1 **Grant.** Subject to and in strict accordance with the terms and conditions of this Agreement, TADERA 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 TADERA is the sole and exclusive owner of the Licensed Material, its right, title, and interest, and any improvements thereto. TADERA reserves all title and rights in and to its intellectual property. TADERA shall retain all rights in patents, copyrights, trademarks, trade secrets, and any other intellectual property whether pre-existing or



developed under this Agreement. Furthermore, neither this Agreement nor the delivery of any Licenses, Licensed Programs, Hosting, support, or Services hereunder shall be construed as granting, either by transfer, estoppel, or otherwise, any ownership or right in, or license under, any present or future data, drawings, plans, ideas or methods disclosed in this Agreement or under any invention, patent, copyright or trade secret now or hereafter owned or controlled by TADERA.

2.4 Prohibited Uses. Third parties are prohibited from using or accessing the Licensed Material without TADERA's prior written consent.

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. 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 TADERA.

2.6 Additional Modules. TADERA offers the additional software programs and modules identified in Attachment A (Software and Fees); Licensee, at TADERA's discretion, may purchase such programs and modules, on terms to be negotiated, through amendment to this Agreement.

2.7 Third-Party Integrations. The Licensee acknowledges that the Software may interoperate with or integrate with third-party products, services, APIs, or platforms ("Third-Party Integrations"). All costs, fees, charges, licenses, subscriptions, usage fees, and other expenses related to any Third-Party Integrations are the sole responsibility of the Licensee. TADERA does not provide, control, or assume any responsibility for Third-Party Integrations and shall have no obligation to pay or reimburse Licensee for any costs associated with such Third-Party Integrations.

ARTICLE 3 – HOSTING

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

ARTICLE 4 - WARRANTY

4.1 Warranty. TADERA shall 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 TADERA practices or industry or business in which TADERA works. TADERA warrants that the Licensed Programs will perform substantially in accordance with, and in the manner described by related Documentation and by Licensed Program functional design specifications. The warranty period shall end 30 calendar days from the Delivery of the Licensed Program or completion of the Services Scope, as applicable.

4.2 Correction. Upon receipt of a valid written notice describing in reasonable detail the failure of the Licensed Program to perform substantially in accordance with the applicable Documentation (each a "Deficiency") submitted during the Warranty Period, TADERA shall, at its sole cost and expense and at its election: (i) correct or repair the Deficiency within a commercially reasonable time, not to exceed thirty (30) calendar days following receipt of Customer's written notice (the "Correction Period"), or such longer period as the parties may agree in writing if the nature of the Deficiency reasonably requires additional time to remediate; or (ii) provide Customer with a reasonable written remediation plan within ten (10)



business days of receipt of notice, with full correction to be completed within the timeframe set forth in such plan.

4.3 Exceptions. TADERA shall have no correction obligation under this Section with respect to any Deficiency caused by (i) modification of the Licensed Programs by anyone other than TADERA or its authorized personnel; (ii) use of the Licensed Programs in combination with hardware, software, or services not authorized or recommended by TADERA in the applicable Documentation; (iii) Licensee's failure to implement updates, patches, or corrective releases provided by TADERA; (iv) misuse, abuse, or negligent operation of the Licensed Programs by Licensee or its users; or (v) causes outside TADERA's reasonable control, including third-party infrastructure failures or force majeure events.

4.4 Exclusive Remedy. Licensee's sole and exclusive remedy for a breach of the Warranty during the Warranty Period shall be TADERA's correction of the Deficiency as set forth in this Section. If TADERA is unable to correct a confirmed Deficiency within sixty (60) calendar days following Licensee's initial written notice of Deficiency despite commercially reasonable efforts, Licensee may, as its sole additional remedy, terminate this Agreement with no further payment obligation beyond the effective date of termination.

ARTICLE 5 – APPLICATION SUPPORT & UPGRADES

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

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

5.3 Troubleshooting of Non-TADERA Problems. Licensee acknowledges and agrees that TADERA will be entitled to invoice, as additional services at TADERA's then-prevailing rates and Fees, time and efforts spent providing support for reported problems which are not the direct result of a fault in the Licensed Programs which is directly attributable to TADERA, 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. TADERA shall perform the services and provide Software and the deliverables 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 to the Services. TADERA shall not perform any such change in the Services unless the resulting changes to compensation, schedule and scope of work are mutually agreed by the Parties in writing and evidenced in a change order or other enabling document.

6.3 Schedule. The Services shall commence upon or about the Effective Date or such later date the Parties agree upon in writing. TADERA agrees to diligently perform the Services and to 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 TADERA does not guarantee the estimated schedule in Attachment C, and 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 TADERA 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. TADERA will correct any unaccepted Services as described in ARTICLE 4 (WARRANTY). If no notification is delivered to TADERA 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 TADERA 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 and 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 TADERA 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. TADERA warrants that it is authorized to grant Licensee the right to use the Licensed Material as defined in this Agreement. Licensee shall advise TADERA immediately 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, if such claim, 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 that is subject to the claim, suit, or action is in accordance with this Agreement, TADERA will, upon receipt of notice hereinabove required, undertake, at its own expense, the defense of any such claim, suit, or action for infringement based upon such use by Licensee. TADERA shall have charge and direction of the defense of such claim, suit, or action, and Licensee agrees that it will render TADERA all reasonable and timely assistance that may be required by TADERA in the defense of such claim, suit, or action. Licensee shall have the right to be represented therein by an advisory counsel of its own selection at its own expense.



TADERA will seek to resolve the claim, suit, or action, 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 TADERA 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, TADERA may terminate this Agreement and refund any fees paid by Licensee related to such intellectual property for future use. Neither TADERA nor Licensee shall settle or compromise any such claim, 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. TADERA will have no obligation to indemnify Licensee for any claims of infringement which are (a) the result of Licensee's use of the Licensed Material in violation of this Agreement or the documentation, or in a manner for which it was not intended, (b) the result of Licensee's or a third party's modification of the Licensed Material, or (c) the result of Licensee's combination of the Licensed Material with any other hardware or software not authorized by TADERA 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, TADERA'S TOTAL CUMULATIVE LIABILITY FOR DAMAGES, EXPENSES, COSTS, LIABILITY, CLAIMS OR LOSSES (COLLECTIVELY, "**DAMAGES**") ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF SOFTWARE, LICENSES, SERVICES, SUPPORT, HOSTING, OR OTHERWISE UNDER THIS AGREEMENT, WHETHER ARISING IN NEGLIGENCE, TORT, STATUTE, EQUITY, CONTRACT, COMMON LAW, OR ANY OTHER CAUSE OF ACTION OR LEGAL THEORY EVEN IF SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, IS LIMITED TO DIRECT, ACTUAL, PROVABLE DAMAGES, AND WILL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY LICENSEE TO TADERA, AND RECEIVED BY TADERA, FOR THE SOFTWARE, LICENSES, SERVICES, SUPPORT, HOSTING, OR OTHERWISE TO WHICH THE DAMAGES RELATE DURING THE 365 CALENDAR DAY PERIOD IMMEDIATELY PRECEDING THE DAY OF THE FIRST EVENT GIVEN RISE TO THE CLAIM. ANY LIMITATION OF LIABILITY THAT APPLIES TO TADERA IN THIS SECTION SHALL ALSO APPLY TO TADERA'S DIRECTORS, OFFICERS, AFFILIATES, CONTRACTORS, AND AGENTS. ANY SUCH LIMITATIONS WILL APPLY REGARDLESS OF HOW THE CLAIM ARISES, WHETHER ARISING BASED ON CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE, AND WILL APPLY TO ALL ORDER FORMS, PURCHASE ORDER, SCHEDULES, ADDENDA, AGREEMENTS, AND ATTACHMENTS RELATED TO THIS AGREEMENT. THESE LIMITATIONS OF LIABILITY ALLOCATE THE RISKS BETWEEN TADERA AND LICENSEE AND FORM A MATERIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. SUPPLIER'S PRICING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN. ALL OF LICENSEE'S RIGHTS AND REMEDIES RELATING TO THE SOFTWARE, LICENSES, SERVICES, SUPPORT, HOSTING, OR OTHERWISE, INCLUDING IN EACH CASE, ANY CREDITS, REFUNDS, OR RIGHTS OF TERMINATION, ARE SET OUT IN THE AGREEMENT. THESE RIGHTS AND REMEDIES ARE SUBJECT TO THE LIMITATIONS OF LIABILITY SET OUT IN THIS SECTION AND ARE THE ONLY REMEDIES FOR TADERA'S FAILURE IN RESPECT OF AN OFFERING OR SUBSCRIPTION SERVICE OBLIGATION.



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 previously authorized by TADERA in writing, 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 TADERA; (b) information that is, at the time of disclosure by TADERA, then in the public domain; or (c) information that is lawfully obtained by Licensee from a third party who did not receive same directly or indirectly from TADERA 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. Licensee will use at least the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) and will: (i) not use any of TADERA's confidential information for any purpose outside the scope of this Agreement; Licensee will not disclose the terms of this Agreement to any third-party without the TADERA's prior written consent. TADERA's confidential information shall not be reproduced in any form except as permitted by this Agreement and as absolutely required by Licensee to perform its obligations under this Agreement. Any reproduction of any of TADERA's confidential information shall be TADERA's property, and shall contain all confidential or proprietary notices or legends which appear on the original. Licensee acknowledges that any of TADERA's confidential information disclosed to it pursuant to this Agreement shall remain TADERA's property. Licensee further acknowledges that a breach of this section would cause irreparable harm to TADERA for which money damages would be inadequate, and would entitle TADERA to injunctive relief and to such other remedies as may be provided by law.

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.

10.2 **Termination for Convenience.** Either party may terminate this Agreement, in whole or in part, at any time with ninety (90) days written notice to the other party. All reasonable costs incurred through the date of termination will be compensated by the other party. Additionally, should Licensee terminate this Agreement for its convenience, Licensee must pay all current, outstanding, and remaining Fees for the remainder of the current Term. Fees are due no later than thirty (30) days from the effective date of termination of the Agreement.

10.3 **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 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.

10.4 Termination for Competitive Issues. If Licensee develops a product, software, or otherwise, that is competitive with a Service or offering provided by TADERA under this Agreement, or Licensee is acquired by or acquires an interest in a competitor of TADERA, TADERA shall have the right to terminate this Agreement immediately, without penalty or charge.

10.5 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 immediately without notice.

10.6 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 TADERA or destroy all Licensed Materials in its possession; and (b) give TADERA written certification by an authorized representative, that through its best efforts, and to the best of its knowledge, Licensee has complied with all of its obligations under this paragraph.

10.7 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. 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 TADERA may assign this Agreement (a) to any affiliate of TADERA or (b) in connection with an assignment or transfer of all or



substantially all of TADERA'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 No Setoff. Licensee may not withhold or deduct any amounts from any amounts invoiced by TADERA under this Agreement except in the case of a legitimate invoicing dispute, and in no event may withhold or deduct from any amounts invoiced for longer than is reasonable for resolution of such dispute. Licensee may not set-off amounts owed by TADERA to Licensee against any amounts invoiced by TADERA under this Agreement.

11.5 Notices. All notices under this Agreement will be in writing and will be deemed to have been given upon: (i) personal delivery; (ii) the third business day after being sent by pre-paid recorded post; (iii) upon confirmed delivery when delivered by email; or (iv) the second business day after sending by facsimile with telephonic confirmation of receipt. Notices to TADERA will be sent to the address shown in the introductory paragraph of this Agreement addressed to TADERA's signatory of this Agreement. Notices to Licensee will be sent to the address shown in the introductory paragraph of this Agreement addressed to Licensee's signatory of this Agreement. Each party may modify its recipient of notices by providing notice pursuant to this Agreement.

11.6 Force Majeure. Neither Licensee nor TADERA 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 or pandemic, 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 TADERA hereunder.

11.7 Export. Licensee agrees to abide by any laws, restrictions, and conditions respecting the export, re-export, or other transfer of the Licensed Material disclosed 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. Each party represents that it is not named on any U.S. government denied-party list. Licensee will not permit access or use of the Services in a Canada-embargoed country or nation, a U.S.-embargoed country or nation, an EU-embargoed country or nation, or a United Nations-embargoed country or nation, or in violation of any other applicable embargo, export law, or regulation.

11.8 Anti-Corruption. Licensee has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of TADERA's employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Licensee learns of any violation of the above restriction, Licensee will use reasonable efforts to promptly notify TADERA.



11.9 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 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.

11.10 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 TADERA 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 TADERA. The waiver by any party of a breach of this Agreement does not constitute a waiver of a repeat of the same breach or of other breach of rights or obligations under this Agreement. The express provision herein for certain rights and remedies of Licensee shall not be construed to deprive TADERA of any other rights and remedies to which it would otherwise be entitled under applicable law. Without limiting the generality of the foregoing, TADERA will not be bound by any standard or printed or referenced terms produced by Licensee, including but not limited to those terms included or referenced in any of Licensee's purchase orders. Licensee expressly acknowledges that no provisions, representations, undertakings, agreements, regarding the products or services to be provided hereunder, have been made, other than those contained in this Agreement. 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. This Agreement may be executed in two or more counterparts, each of which together will be deemed an original, but all of which together will constitute one and the same instrument. If any signature is delivered by facsimile transmission or by e-mail delivery of a Portable Document Format (PDF), such signature will create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof. A person who is not a party to this Agreement will not have any rights to enforce any term of this Agreement. No delay by either party in enforcing any of the terms or conditions of this Agreement will affect or restrict such party's rights and powers arising under this Agreement. No waiver of any term or condition of this Agreement will be effective unless made in writing.

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

Attachment A – Software License, Support, and Professional Service Fees

Attachment B – Hosting

Attachment C – Support



ATTACHMENT A
SOFTWARE LICENSE, SUPPORT, AND PROFESSIONAL SERVICE FEES

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

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. If Licensee exceeds those hours then additional fees may apply. In addition, Licensee is required to maintain an active application version no more than 2 release version numbers within 90-days of the current TADERA published release.

Payment Schedule for Initial Term	Yearly Total
Year 1: July 1, 2026 – June 30, 2027	\$24,753.00
Year 2: July 1, 2027 – June 30, 2028	\$26,486.00
Year 3: July 1, 2028 – June 30, 2029	\$28,340.00
Year 4: July 1, 2029 – June 30, 2030	\$30,324.00
Year 5: July 1, 2030 – June 30, 2031	\$32,446.00

Payment Terms

Licensee agrees to pay TADERA the Fees in accordance with the payment terms set forth below:

- Annual Fees: Invoiced and due upon contract signature for Year 1, annual thereafter upon Anniversary Date
- Fixed Price Fees: Invoiced and due based on the following schedule
 - Notice to Proceed: 40%
 - Application Configuration: 20%
 - UAT Preparation: 30%
 - Go Live: 10%
- Time & Material Fees (if not Fixed Price): Billed monthly in arrears
- Supplemental Services ordered during the Term will be invoiced on an agreed upon schedule

Initial Term

The Initial Term of this Agreement shall commence on the Effective Date and shall remain in full force until Licensee's 5th Anniversary Date.

Additional Terms and Conditions

Any changes, additional services or Additional Modules required by Licensee beyond the Services of the original Scope of Work, shall be requested in writing through a Change Order or Task Order. Change Orders or Task Orders will include a detailed description of the additional services and new implementation schedules. Pricing for these additional services or Additional Modules will be determined by TADERA, considering the term and nature of the services or Additional Modules.



ATTACHMENT B HOSTING

TADERA 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, TADERA 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, TADERA 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, TADERA'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 Objective ("SLO")

1. **Uptime Target.** Subject to specifically mentioned exceptions, TADERA 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 TADERA has suspended the Agreement for late payment;
 - b. Incidents outside TADERA's reasonable control, including those described in Section 10.4 of the Agreement;
 - c. Scheduled maintenance of the Hosting and Software for which TADERA 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 TADERA 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, TADERA 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 TADERA shall make available to Licensee at Licensee's request.
5. **Service Credits.** For each month, TADERA 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.



ATTACHMENT C SUPPORT

The software covered by this support agreement includes the Licensed Programs plus any future versions of the Licensed Programs offered by TADERA 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, TADERA will furnish the following support services for the Licensed Programs.

Enhanced Technical Support

TADERA has a dedicated support portal for logging help desk tickets either via a product email address or directly within the support portal. 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 TADERA. Licensee agrees that support may be provided through electronic communications or telephone support.

Timeliness of Incident Resolution

TADERA shall use commercially reasonable efforts to provide modifications or additions to correct errors in the Software reported by Licensee. The level of support that TADERA 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 TADERA cannot successfully gather adequate troubleshooting information, TADERA 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.

TADERA Customer Care Program

After go live and the post go live stabilization period, the customer will be enrolled in the TADERA Customer Care Program and will be assigned a **Customer Success Representative (CSR)** who will serve as your primary point of contact. Our Customer Care Program and Team are committed to ensuring customer long-term success and delivering a proactive, collaborative experience.

The CSR will:

- **Schedule ongoing check-ins** focused on overall customer health, prioritization of needs, company updates, and understanding of any changes within your organization.
- **Enroll your team in the Customer Portal**, providing access to: Ticket creation and tracking, Community forums for peer collaboration, Knowledgebase articles for self-service support and more.



- **Monitor and prioritize support tickets**, ensuring timely resolution and alignment with your business priorities.
- **Maintain accurate records in our CRM tool**, so you receive invitations and updates for Coffee Chats, Product Dialogues, User Conferences, newsletters, events, conferences for us to connect, and more.
- **Conduct regular health checks** to include surveys and feedback opportunities.
- **Perform routine upgrades** when new releases are available.

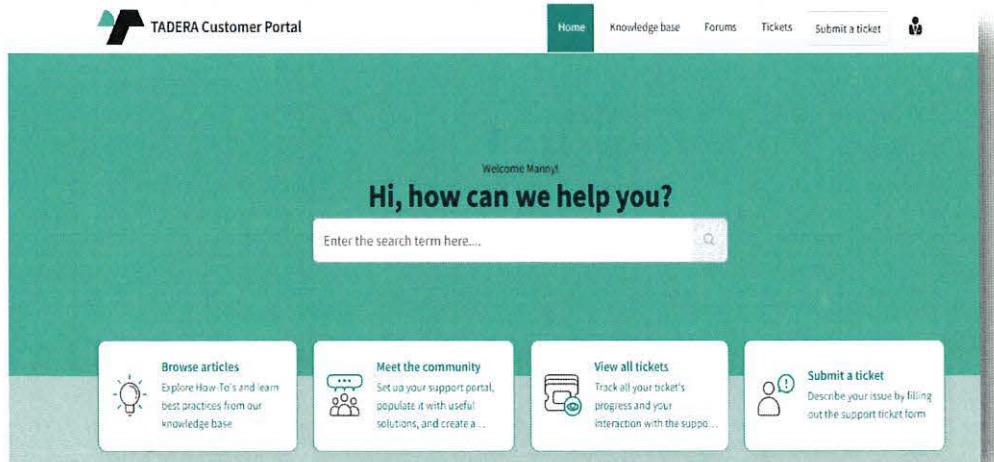
Response Times:

- **Urgent** (Critical Impact) Initial Response Goal: 1 hour
- **High Priority** (Major Impact) Initial Response Goal: 4 hours
- **Medium Priority** (Moderate Impact) Initial Response Goal: 1 business day
- **Low Priority** (Minor Impact) Initial Response Goal: 2 business days

Telephone Support: Phone 877-245-5357 (Monday-Friday 8:00a-5:00p CST excluding observed US holidays)

- **Option 1** for System Outage: Customer Care Team
- **Option 2** for Events, Sales, & Demonstrations: Sales & Marketing
- **Option 3** for Accounts Payable/ Accounts Receivable: Finance
- **Option 4** for All Other Inquires

FreshDesk Customer Support Portal:



FreshDesk Overview:

- What is FreshDesk? FreshDesk is TADERA's new Customer Portal, designed to improve communication, provide real-time updates, and streamline support processes.
- What are the benefits of using FreshDesk? Centralized communication for all support needs, Improved ticket tracking and filtering, Forums for collaboration and product updates, Access to knowledge articles and documentation.

FreshDesk Access & Activation:

- How do I access FreshDesk? <https://tadera-help.freshdesk.com/support/home>
- How do I gain access? Your Customer Success Representative (CSR) will create an account and send an activation link to your company email. If you need assistance, contact your CSR.

Who will the email come from? Activation emails will be sent from: Support@TADERA-help.FreshDesk.com

Agreement between NHDOT and GCR, Inc. (dba Civix)

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

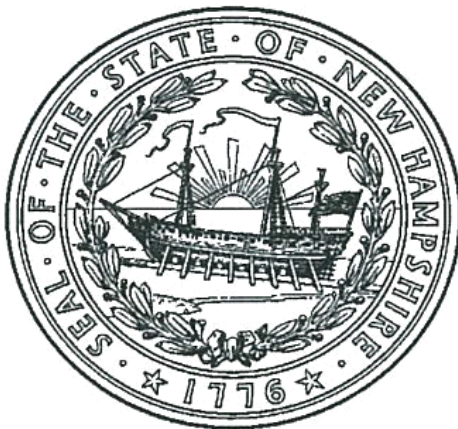
Department of State

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: **0007988156**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of July A.D. 2026.

A handwritten signature in black ink, appearing to read "David M. Scanlan", written over a horizontal line.

David M. Scanlan
Secretary of State

Agreement between NHDOT and GCR, Inc. (dba Civix)

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)
03/31/2026

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 Marsh Canada Limited 120 Bremner Blvd., Suite 800 Toronto, ON M5J 0A8	CONTACT NAME:	
	PHONE (A/C. No. Ext):	FAX (A/C. No.):
CN102165922-sndrd-GAWUP-25-26 Volari	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED GCR, Inc.(doing business as Tadera) 1001 Highway 190 East Service Road Suite 201 Covington, LA 70433	INSURER A : Federal Insurance Company	
	INSURER B : ACE American Insurance Company	
	INSURER C : XL Specialty Insurance Company	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES	CERTIFICATE NUMBER: HOU-004367142-00	REVISION NUMBER: 0
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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			9950-48-39 WUC	09/27/2025	09/27/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			7360-03-97	09/27/2025	09/27/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			9365-24-30	09/27/2025	09/27/2026	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	2671764342	09/27/2025	09/27/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability Tech E&O & Cyber			US00158150E025A	09/27/2025	09/27/2026	Limit 10,000,000 SIR 2,500,000

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

CERTIFICATE HOLDER**CANCELLATION**NEW HAMPSHIRE DOT
NH DOT
7 HAZEN DRIVE
PO BOX 483
CONCORD NH 03302
CONCORD, NH 03302-0483

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
of Marsh USA LLC*Marsh USA LLC*

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Agreement between NHDOT and GCR, Inc. (dba Civix)

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 RESOLUTIONS
OF THE EXECUTIVE COMMITTEE
OF THE BOARD OF DIRECTORS
OF GCR INC.**

September 23, 2025

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

WHEREAS, the Executive Committee, acting on behalf of the Board of GCR, desires to confirm the individuals who have certain signing authority on behalf of GCR and take certain other actions as set forth below;

NOW, THEREFORE, BE IT

RESOLVED, that each of the individuals listed below is, and only such individuals are, 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

Bill Delaney, Chief Executive Officer
Robert Clay, 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 Hundred Fifty Thousand (\$250,000) in revenue:

Name and Title

Steve Dewis, General Manager

; 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 this consent may be executed in one or two counterpart copies which, when signed by both members of the Executive Committee, 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.

[Signature Page Follows]

[Signature Page to Executive Committee Consent – GCR]

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

Signed by:

Brian Beattie

—BDD73B11A64D408...

Brian Beattie

Signed by:

Robert Clay

—05516EC501584BE...

Robert Clay

AFFIDAVIT

STATE OF NORTH CAROLINA

COUNTY OF WAKE

BEFORE ME, the undersigned personally came and appeared, Jeffrey Hamel, who after being duly sworn, deposed and said that he is the VP, Client Services of GCR Inc. dba Tadera, and further said:

- (1) April 9, 2026, is the date the New Hampshire Department of Transportation/Bureau of Aeronautics ASM contract was authorized for execution.
- (2) Steve Dewis, General Manager of GCR Inc., dba TADERA 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.



Signature of Affiant

April 22, 2026

Date

SWORN TO AND SUBSCRIBED
BEFORE ME ON THIS 22nd DAY OF April, 2026.



NOTARY PUBLIC

Jordan Nitz

PRINT NAME

201910500078

BAR OR NOTARY NUMBER

