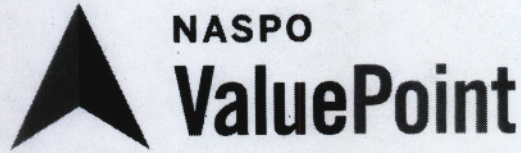


NASPO ValuePoint
PARTICIPATING ADDENDUM
TRAVEL MANAGEMENT SERVICES
Master Agreement No.: PO-10700-00017269
Led by the State of Oregon



PARTICIPATING ADDENDUM

This Participating Addendum (the "Participating Addendum") is entered into by and between the State of New Hampshire, acting by and through the Department of Administrative Services ("Participating State"), and Corporate Travel Management North America, Inc., a Delaware corporation with a principal office address located at 2120 South 72nd Street, Suite 700, Omaha, Nebraska 68124 ("Contractor"). Participating State and Contractor are sometimes referred to herein singularly as a "Party" or collectively as the "Parties").

RECITALS

WHEREAS, the State of Oregon, acting on behalf of member states of the NASPO ValuePoint Purchasing Program, and Contractor entered into the NASPO ValuePoint Master Agreement (PO-10700-00017269) dated March 8, 2023 (the "Master Agreement"), wherein Contractor agreed to furnish Travel Management Services to Participating Entities upon the terms and conditions set forth in the Master Agreement;

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

WHEREAS, Participating State seeks to engage the Travel Management Services offered by Contractor under the Master Agreement, subject to the terms and conditions of this Participating Addendum;

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

1. Scope. This Participating Addendum covers the participation of Participating State in the Master Agreement by and between Contractor and the State of Oregon. This Participating Addendum covers all of the Travel Management Services offered by Contractor through the Master Agreement. The Parties agree to the terms and conditions of the Master Agreement, subject to the terms and conditions of this Participating Addendum.

2. Participation. The Master Agreement may be used by any agencies eligible to use statewide contracts within Participating State. All determinations of eligibility to participate in the Master Agreement through this Participating Addendum are solely within the authority of Participating State's Department of Administrative Services.

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

:

3.1 Contractor.

Name:	Carol Hall or Lynn Kerntz
Address:	2120 South 72 Street, Suite 700, Omaha, NE 68124
Telephone:	402-399-4500
Fax:	
Email:	Carol.Hall@travelctm.com Lynn.Kerntz@travelctm.com

3.2 Participating State.

Name:	Carrie L. Martin
Address:	25 Capital Street Concord, NH 03301
Telephone:	603-271-0574
Fax:	603-271-2700
Email:	Carrie.L.Martin@das.nh.gov

4. Participating State's Modifications and Additions to the Master Agreement. The relationship between Participating State and Contractor under the Master Agreement shall be subject to the terms and conditions set forth on Schedule 1 attached hereto and incorporated herein by reference.

5. Purchasing Entity; Contractor Selection. This Participating Addendum is not exclusive, and Participating State may acquire the same Services contemplated by the Master Agreement and this Participating Addendum from other third parties.

6. Request for Services. Any Request for Services placed by Purchasing Entity for a Service available under this Addendum will be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the resulting contract agree in writing that another contract or agreement applies to such Request for Services.

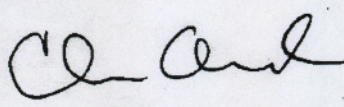
7. Merger. This Participating Addendum, together with the Master Agreement, is intended by the Parties as the final, complete, and exclusive understanding of the Parties hereto. All prior or contemporaneous promises, agreements, and understandings, whether oral or written, are deemed to be superseded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

8. Construction. The recitals set forth at the outset of this Participating Addendum are a part of this Participating Addendum, as fully as if set forth in their entirety in the body hereof. The captions or headings in this Participating Addendum are for ease of reference only, and no caption or heading shall affect in any way the interpretation, meaning, or construction of this Participating Addendum. Wherever used, the singular shall include the plural, the plural the singular, and the use of any gender or the neuter shall be applicable to all genders and the neuter. References to a person or entity are, unless the context otherwise requires, also to its owners,

members, managers, shareholders, officers, directors, affiliates, heirs, executors, legal representatives, agents, successors, and assigns as applicable. As used in this Participating Addendum, the terms "include," "includes," and "including" shall be deemed to be followed by "without limitation" whether or not they are in fact followed by such word or words of similar import. The words "all" and "each" shall be construed as all and each, and the words "or" and "and" shall be construed either disjunctively or conjunctively, as the context may require.

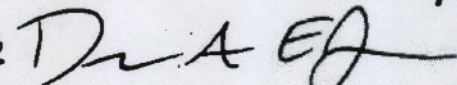
9. Counterparts; Facsimile and Electronic Signatures. This Participating Addendum may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Participating Addendum. A facsimile or portable document format (PDF) signature on this Participating Addendum shall be equivalent to, and have the same force and effect as, an original signature. In accordance with the New Hampshire Uniform Electronic Transactions Act, RSA 294-E:1 *et seq.*, the Parties hereby agree that this Participating Addendum may be signed electronically, including any exhibits, schedules, addenda, or other attachments referenced herein.

IN WITNESS, WHEREOF, the Parties have executed this Participating Addendum as of the date adjacent to their respective signature set forth below.

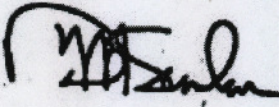
Participating Entity:	Contractor:
Signature: 	Signature: DocuSigned by:  Carol Hall 854A6B71048A405...
Name: Charles Arlinghaus	Name: Carol Hall
Title: Commissioner	Title: Senior Vice President & General Manager
Date: 8/21/23	Date: 8/11/2023

[Additional signatures may be added if required by the Participating Entity]

Approval by the Attorney General

By: 

On: 8/23/23

 SECRETARY OF STATE
SEP 06 2023

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

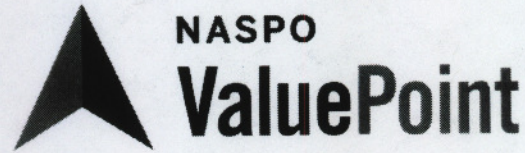
Cooperative Portfolio Manager:	Joel E. Atkinson
Telephone:	850-848-1250
Email:	jatkinson@naspo.org

***[Please email fully executed PDF copy of this
document to***

PA@naspovaluepoint.org

***to support documentation of participation and posting
in appropriate data bases.]***

NASPO ValuePoint
PARTICIPATING ADDENDUM
TRAVEL MANAGEMENT SERVICES
Master Agreement No.: PO-10700-00017269
Led by the State of Oregon



SCHEDULE 1
STATE SPECIFIC TERMS AND CONDITIONS

1. Incorporation of Master Agreement. The terms and conditions of the Master Agreement are incorporated herein by reference and made a part hereof as if set out in full herein. All undefined capitalized terms used herein shall have the same meanings assigned to them in the Master Agreement. Certain other capitalized terms are defined elsewhere within the text of this Agreement and, throughout this Agreement, those terms shall have the meanings respectively ascribed to them.
2. Effective Date of Participating Addendum. Notwithstanding any terms and conditions in the Master Agreement to the contrary, this Participating Addendum is subject to the approval of the Governor and Executive Council of the State of New Hampshire, and Participating State shall not be bound by the terms and conditions of this Participating Addendum or the Master Agreement until the date of such approval (the "Participating Addendum Effective Date").
3. Term. The initial term of this Participating Addendum shall begin on the Participating Addendum Effective Date and end on March 13, 2025, unless terminated earlier in accordance with the terms and conditions of the Master Agreement or this Participating Addendum. In the event that Lead State and Contractor agree to extend the term of the Master Agreement, then Participating State shall have the option to extend the term of this Participating Addendum for an additional term not to exceed the extended term of the Master Agreement.
4. Termination. In addition to its termination rights under the Master Agreement, Participating State may terminate this Participating Addendum, in whole or in part, without cause at any time upon thirty (30) calendar days written notice to Contractor.
5. Funds Available and Authorized; Non-Appropriation. Participating State's obligations under this Participating Addendum are conditioned upon Participating State receiving sufficient funds, allotments, or other expenditure authority to allow Participating State to meet its obligations hereunder. In the event of any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Participating Addendum, in whole or in part, Participating State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Travel Management Services under this Participating Addendum immediately upon written notice to Contractor.
6. Reports. Contractor shall submit quarterly reports to Participating State on a quarterly basis throughout the term of this Participating Addendum. Each quarterly report shall be due no later than thirty (30) calendar days after the last day of each calendar quarter. Each quarterly report shall include, at a minimum, the following:
 - a. Complete and accurate details of all sales (or refunds) for the reporting period; and
 - b. Such other information as Participating State may reasonably request.

In the event that no reportable transactions occurred for the reporting period, Contractor shall submit a quarterly report for that period indicating that there are "no sales for the reporting period" or other words of similar import.

7. Application of Right-to-Know Law. Participating State's obligations of confidentiality, if any, under the Master Agreement and this Participating Addendum are subject to disclosure pursuant to the New Hampshire Right-to-Know Law, RSA 91-A:1 *et seq.*

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

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

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

a. Commercial general liability insurance against all claims of bodily injury, death, or property damage in an amount of not less than One-Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two-Million and 00/100 Dollars (\$2,000,000.00) in the aggregate;

b. Workers' compensation insurance as required by applicable workers' compensation laws for persons performing work under this Participating Addendum with limits not less than Five-Hundred Thousand and 00/100 Dollars (\$500,000.00) per accident.

Contractor shall provide Participating State with certificates of insurance for all insurance required under this Section 10 before providing any Travel Management Services pursuant to the Master Agreement and this Participating Addendum.

11. Indemnification. Notwithstanding any terms and conditions in the Master Agreement to the contrary, Contractor shall indemnify and hold Participating State harmless from and against, and to reimburse Participating State for, any and all liabilities, penalties, assessments, judgments, claims, demands, debts, obligations, fines, damages, losses, fees and expenses, including attorney's fees and litigations costs, suffered or incurred by Participating State arising from any acts or omissions of Contractor in the performance of its obligations under this Participating Addendum. Nothing contained herein shall be construed as a waiver of

Participating State's sovereign immunity, which is hereby reserved by Participating State. The terms and conditions of this Section 11 shall survive the termination of this Participating Addendum.

12. Notice. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted to be given pursuant to this Participating Addendum shall be in writing and shall be deemed to be delivered when sent by U.S. mail, postage prepaid, or by email to each Parties' respective Primary Contract set forth above in Paragraph 3at the first page of this Participating Addendum.

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

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

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

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

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