

Hillsborough County Aviation Authority

INFORMATION TECHNOLOGY RESEARCH AND ADVISORY SERVICES
CONTRACT

COMPANY: GARTNER, INC.

Term Date: December 6, 2018 through December 5, 2023

Board Date: December 6, 2018

TABLE OF CONTENTS

ARTICLE 1 CONTRACT	4
ARTICLE 2 SCOPE OF WORK	6
ARTICLE 3 TERM	7
ARTICLE 4 FEES AND PAYMENTS	8
ARTICLE 5 TAXES	9
ARTICLE 6 OWNERSHIP OF DOCUMENTS	10
ARTICLE 7 QUALITY ASSURANCE	11
ARTICLE 8 NON-EXCLUSIVE	11
ARTICLE 9 DEFAULT AND TERMINATION	11
ARTICLE 10 INDEMNIFICATION	14
ARTICLE 11 ACCOUNTING RECORDS AND AUDIT REQUIREMENTS	14
ARTICLE 12 INSURANCE	16
ARTICLE 13 NON-DISCRIMINATION	17
ARTICLE 14 WOMAN AND MINORITY-OWNED BUSINESS ENTERPRISE	20
ARTICLE 15 AUTHORITY APPROVALS	22
ARTICLE 16 DATA SECURITY	22
ARTICLE 17 DISPUTE RESOLUTION	22
ARTICLE 18 NON-EXCLUSIVE RIGHTS	25
ARTICLE 19 WAIVER OF CLAIMS	25
ARTICLE 20 COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES	25
ARTICLE 21 COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW	26
ARTICLE 22 CONTRACT MADE IN FLORIDA	26
ARTICLE 23 NOTICES AND COMMUNICATIONS	27
ARTICLE 24 SUBORDINATION OF AGREEMENT	27
ARTICLE 25 SUBORDINATION TO TRUST AGREEMENT	28
ARTICLE 26 ASSIGNMENT AND SUBCONTRACTING / SUBLEASING	28
ARTICLE 27 SECURITY BADGING	28
ARTICLE 28 VENUE	29
ARTICLE 29 PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES	29
ARTICLE 30 RELATIONSHIP OF THE PARTIES	30
ARTICLE 31 RIGHT TO AMEND	30
ARTICLE 32 TIME IS OF THE ESSENCE	30
ARTICLE 33 AMERICANS WITH DISABILITIES ACT	30
ARTICLE 34 FAA APPROVAL	30
ARTICLE 35 AGENT FOR SERVICE OF PROCESS	31
ARTICLE 36 INVALIDITY OF CLAUSES	31
ARTICLE 37 SEVERABILITY	31
ARTICLE 38 HEADINGS	31
ARTICLE 39 COMPLETE CONTRACT	32
ARTICLE 40 MISCELLANEOUS	32
ARTICLE 41 ORGANIZATION AND AUTHORITY TO ENTER INTO CONTRACT	32

ARTICLE 42 ORDER OF PRECEDENCE	32
ARTICLE 43 CONTRACT CHANGES	33

EXHIBIT A	SCOPE OF WORK
EXHIBIT B	TEMPLATE SERVICE AGREEMENT
EXHIBIT C	CONTRACTUAL INSURANCE TERMS AND CONDITIONS
EXHIBIT D	AUTHORITY POLICY P412, TRAVEL AND BUSINESS DEVELOPMENT EXPENSES
EXHIBIT E	RATE AND FEE STRUCTURE
EXHIBIT F	USAGE GUIDELINES FOR GARTNER SERVICES

HILLSBOROUGH COUNTY AVIATION AUTHORITY
Information Technology Research and Advisory Services

This Contract for Information Technology Research and Advisory Services (hereinafter referred to as Contract) is made and entered into this ___ day of December, 2018 between the Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida whose post office address is Post Office Box 22287, Tampa, Florida 33622 (hereinafter referred to as Authority), and Gartner, Inc., a corporation, authorized to do business in the State of Florida (hereinafter referred to as Company), (collectively hereinafter referred to as the Parties).

For and in consideration of the mutual covenants hereof, the Parties do hereby agree as follows:

ARTICLE 1

CONTRACT

1.01 Definitions

The following terms will have the meanings as set forth below:

- A. **Account Manager:** Company representative assigned to Authority account and who is the primary contact for all service issues with regard to quality performed and the manner of performance monitoring and who will assure satisfactory performance and timely completion of Services.
- B. **Accounts Payable:** The unit within Authority Finance Department that deals with accounts payable.
- C. **Authority Business Days:** 8:00 a.m. to 5:00 p.m., Eastern Time Zone, Monday through Friday, with the exception of Authority holidays.
- D. **Board:** The Hillsborough County Aviation Authority Board of Directors.
- E. **CEO:** The Hillsborough County Aviation Authority Chief Executive Officer.
- F. **Chief Information Officer (CIO):** The Chief Information Officer or Information Technology director, is a job title commonly given to the most senior executive in an enterprise, company or agency responsible for the Information Technology and computer systems that support enterprise goals including but not limited to development, implementation and operation of a firm's Information Technology policy, oversight of all information systems infrastructure and establishing

information related standards to facilitate management control over all corporate resources.

- G. **Consulting Tasks:** Those tasks not related to a research subscription or related service and which may be billed at an hourly rate or a project rate.
- H. **Contract Documents:** The following documents are a part of this Contract and are hereby incorporated by reference: the terms and conditions as contained in this Contract; Invitation to Negotiate (ITN) No. 18-534-033, Information Technology Research and Advisory Services, dated June 22, 2018, and all its addenda; Company's response to ITN No. 18-534-033, Information Technology Research and Advisory Services; and any subsequent information submitted by Company during the evaluation and/or negotiation process.
- I. **Deliverables:** Those items or Services specified in a Service Description.
- J. **FAA:** The U.S. Department of Transportation Federal Aviation Administration or any successor thereto.
- K. **Information Technology (IT):** The set of tools, processes, and methodologies, such as coding and programming, data communications, data conversion, storage and retrieval, systems analysis and design, systems control and associated equipment employed to collect, process, and present information. Also includes office automation, multimedia, and telecommunications.
- L. **Licensed User:** The individual(s) named in an individual Service Agreement.
- M. **Research Coordinator:** Company representative that operates in conjunction with the Account Manager to provide the Services for the Authority account. May coordinate with additional Research Coordinators, Qualified Personnel or other staff members of Company and Authority staff.
- N. **Qualified Personnel:** Company representatives that are educated, qualified and competent in the applicable discipline, such as cyber security, enterprise resource programs, or other disciplines. Such individuals will maintain appropriate licenses as required by law. Company will furnish Qualified Personnel to the Authority who will utilize their best professional expertise and judgment in providing Services in the best interests of the Authority.
- O. **Services:** The services as generally described in Exhibit A, Scope of Work and as specifically stated in Service Agreements executed by both Parties. (See Section 2.01 of this Contract).

P. **Service Description:** The document prepared by Company and provided to Authority through a Service Agreement which describes each item or service offered, any Deliverables, and sets forth any additional terms unique to a specific service.

Q. **TSA:** The U.S. Department of Homeland Security Transportation Security Administration or any successor thereto.

1.02 Exhibits

The following Exhibits are attached hereto and are hereby incorporated and made a part of this Contract. Based on the needs of Authority, the Exhibits may be modified from time to time by letter to Company without formal amendment to this Contract.

A. Exhibit A, Scope of Work

B. Exhibit B, Template Service Agreement

C. Exhibit C, Contractual Insurance Terms and Conditions

D. Exhibit D, Authority Policy P412, Travel and Business Development Expenses

E. Exhibit E, Rate and Fee Structure

F. Exhibit F, Usage Guidelines for Gartner Services

ARTICLE 2

SCOPE OF WORK

2.01 Company agrees to provide the Services as generally described in Exhibit A, Scope of Work and as specifically stated in Service Agreements executed by both Parties.

2.02 Service Agreement

Prior to the onset of any Services to be provided, Company and Authority will outline each task involved, establish a schedule for completing each task and detail the associated costs and/or subscription-based research and related services and costs in a Service Agreement as shown in Exhibit B, Template Service Agreement. The Service Agreement may go beyond the termination date of this Contract if necessary to complete the project tasks. Company will only begin work upon execution of the Service Agreement by Company and Authority. Company will use its best efforts to ensure that each task in the Service Agreement is completed on budget and on time according to the agreed upon work schedule. An individual Service Agreement for subscription-based research and related services is non-cancelable.

If Authority and Company cannot agree on the details of the Service Agreement, Authority will be entitled to select another company to provide the Services. If Company cannot complete an executed Service Agreement within the agreed upon schedule and/or costs, Authority will terminate the Service Agreement and Authority will be entitled to select another company to provide the Services.

Any changes, modifications or updates to Exhibit B will be approved in writing to Company by Authority Vice President of Information Technology Services prior to Services being performed, without the need for formal amendment of this Contract.

ARTICLE 3

TERM

3.01 Effective Date

This Contract will become effective upon execution by Company and approval and execution by Authority. This Contract may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

3.02 Term

The term of this Contract commences on December 6, 2018 and will continue through December 5, 2023 unless terminated earlier as provided herein.

3.03 Commencement of Fees and Charges

All fees and charges hereunder will commence on December 6, 2018 and will continue for the term of this Contract.

3.04 Renewal Option

This Contract may be renewed at the same terms and conditions hereunder for one, two year period at the discretion of the CEO. Such renewal will be effective by issuance of a written letter to Company by CEO. If all such renewals are exercised, this Contract will have a final termination date of December 5, 2025.

3.05 Early Termination

Either Party may terminate this Contract, without cause, by giving written notice to the other Party thirty (30) days before each anniversary of the effective date of this Contract. However, Company may not cancel this Contract, without Authority approval, until all existing projects are completed, unless required by legal or ethical rules. Authority does not guarantee work or any amount of work to Company during the term of this Contract.

An individual Service Agreement may be terminated only for material breach by either party upon thirty (30) days prior written notice, if the breach is not cured within the notice period.

ARTICLE 4

FEES AND PAYMENTS

4.01 Payment

A. Not-To-Exceed

The total amount payable under this Contract will be subject to the amount approved by the Board. Authority will provide written notice to Company of the amount approved and any revised amount thereafter.

B. Authority will pay Company based on an executed, detailed Service Agreement that includes the project costs and payment schedule, where applicable, or subscription service names, levels of access and quantities. Any travel costs will be paid in accordance with Exhibit D, Authority Policy P412, Travel and Business Development Expenses.

Company will be paid fees, rates or other payment structure as listed in Exhibit E, Rate and Fee Structure, for the performance of the Services specified herein. No other charges or costs will be allowed. Company will invoice Authority upon the execution of a Service Agreement for all Services. Payment in full to Company for subscription-based research and related services is due thirty (30) days from Authority's receipt of a proper, correct invoice. Company's subscription-based research and related services are generally provided to Authority on a fixed price, yearly subscription basis.

Yearly Services rates for the term of this Contract and the renewal option, if exercised, will be the lesser of the pricing of the then-current Company State and Local Government rate in effect at the time of an executed Services Agreement or a five percent (5%) rate increase over the prior Contract year pricing, with the exception of the rates for 2019 and 2020 Services which are provided in Exhibit E.

Yearly Additional Services rates for the term of this Contract and the renewal option, if exercised will be the pricing of the then-current Company State and Local Government rate in effect at the time of an executed Services Agreement, with the exception of the rates for 2019 Additional Services which are provided in Exhibit E.

Any changes to Exhibit E will be approved in writing to Company by Authority Vice President of Information Technology Services prior to Services being performed, without the need for formal amendment of this Contract.

4.02 Invoices

Invoices required by this Contract will be created and submitted by Company to Authority Finance Department via Oracle iSupplier® Portal Full Access in a form acceptable to Authority and will include at a minimum the invoice date, invoice amount, dates of Services, and purchase order number.

4.03 Payment Method

Company will receive electronic payments via Automated Clearing House (ACH) – VIP Supplier, ACH – Standard, ePayables, or Purchasing Card (PCard). Information regarding the electronic payment methods and processes including net terms is available on Authority website at www.TampaAirport.com > Learn about TPA > Airport Business > Procurement > More Information – Electronic Payment Methods. Authority reserves the right to modify the electronic payment methods and processes at any time. Company may change its selected electronic payment method during the term of this Contract in coordination with Accounts Payable.

4.04 Payment When Services Are Terminated at the Convenience of Authority

In the event of termination of this Contract for the convenience of Authority, Authority will compensate Company as listed below; however, in no event shall Company be entitled to any damages or remedies for wrongful termination.

A. All work performed prior to the effective date of termination; and

B. Expenses incurred by Company in effecting the termination of this Contract as approved in advance by Authority.

4.05 Prompt Payment

Company must pay any of its subcontractor(s) who have submitted verified invoices for work already performed within ten (10) calendar days of being paid by Authority. Any exception to this prompt payment provision will only be for good cause with prior written approval of Authority. Failure of Company to pay any of its subcontractor(s) accordingly will be a material breach of this Contract.

ARTICLE 5

TAXES

All taxes of any kind and character payable on account of the work done and Services provided under this Contract will be paid by Company. The laws of the State of Florida provide that sales tax and use taxes are payable by Company upon the tangible personal property incorporated in the work and such taxes will be paid by Company. Authority is exempt from all State and federal sales, use and transportation taxes.

ARTICLE 6

OWNERSHIP OF DOCUMENTS

6.01 Consulting Task(s)

- A. Subject to payment of fees specified in the applicable Service Agreement, Company grants to Authority ownership of any Deliverable originally created for and submitted to Authority. Company shall retain sole and exclusive ownership of the Company tools, methodologies, questionnaires, responses, and proprietary research and data generated in the course of performing the Consulting Tasks , together with all intellectual property rights therein (collectively, the “Company Materials”). Company grants to Authority a perpetual, non-exclusive, royalty-free license to use and to disclose during the course of its internal business operations any Company Materials embodied in a Deliverable. Unless the Deliverable is a document required by applicable law or court order to be distributed by Authority to the public, Authority shall not make the Deliverable available, in whole or in part, to anyone outside of Authority, or quote excerpts from the Deliverable to the public, without the prior written consent of Company. Notwithstanding the foregoing, Authority may share a Deliverable with (i) its outside auditors and/or accountants, (ii) third parties who are engaged by Authority to review or implement suggestions or to further research the issues contained in the Deliverable, and (iii) governmental or regulatory bodies as required by applicable law or court order.
- B. Nothing contained in this Contract shall preclude Company from rendering services to others or developing work products that are competitive with, or functionally comparable to, the Consulting Tasks performed. Company shall not be restricted in its use of ideas, concepts, know-how, data and techniques acquired or learned in the course of performing the Consulting Tasks, provided that Company shall not use or disclose any of Authority’s confidential information, as defined in the applicable Service Agreement.
- C. With respect to benchmarking Services performed by Company (if any), Authority acknowledges that (i) the contents of the Benchmarking Report (as defined in the applicable Service Agreement and other Deliverables are based upon information that is proprietary to Company and contained in Company’s proprietary database, (ii) the contents of the database belong to Company solely, (iii) Authority’s data may become part of the database, (iv) Company will code any presentation of Authority’s data to preserve Authority’s anonymity, and (v) the database may be used by Company in future consulting and benchmarking engagements.
- D. Authority shall retain its rights in any proprietary material that Authority supplies to Company. If Authority provides Company with materials owned or controlled by Authority or with use of, or access to, such materials, Authority grants to Company all

rights and licenses that are necessary for Company to fulfill its obligations under each Services Agreement for Consulting Tasks.

6.02 Research Subscriptions

Company owns and retains all rights to the subscription based research and related services not expressly granted to Authority in the Usage Guidelines for Gartner Services (“Guidelines”) attached hereto as Exhibit F. Only the individuals named in an individual Service Agreement, each a Licensed User, may access the subscription based research and related services. Each Licensed User will be issued a unique password, which may not be shared. The Authority agrees to review and comply with the Guidelines. Among other things, these Guidelines describe how Authority may substitute Licensed Users, excerpt from and/or share Company research documents within its organization, and quote or excerpt from the Services externally.

ARTICLE 7

QUALITY ASSURANCE

Company will be solely responsible for the quality of all Services furnished by Company, its employees and/or its subcontractors under this Contract. All Services furnished by Company, its employees and/or its subcontractors must be performed in accordance with best management practices and best professional judgment, in a timely manner, and must be fit and suitable for the purposes intended by Authority. Company's Services and Deliverables must conform with all applicable federal and State laws, regulations and ordinances.

ARTICLE 8

NON-EXCLUSIVE

Company acknowledges that Authority has, or may hire, others to perform Services similar to or the same as that which is within Company's Scope of Work under this Contract. Company further acknowledges that this Contract is not a guarantee of the assignment of any work and that the assignment of work to others is solely within Authority discretion.

ARTICLE 9

DEFAULT AND TERMINATION

9.01 Events of Default

Company will be deemed to be in default of this Contract upon the occurrence of any of the following:

- A. The failure or omission by Company to perform its obligations under this Contract or the breach of any terms, conditions and covenants required herein.
- B. Being in arrears in the payment of the whole or any part of the rentals, fees and charges agreed upon hereunder for a period of ten (10) days after notice of such default to Company.
- C. The conduct of any business or performance of any acts at the Airport not specifically authorized in this Contract, failure to perform any of the provisions of this Contract, or any other agreement between Authority and Company, and Company's failure to discontinue that business or those acts within ten (10) days of receipt by Company of Authority written notice to cease said business or acts.
- D. The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation, not including a merger or sale of assets.
- E. The appointment of a Trustee, custodian, or receiver of all or a substantial portion of Company's assets; or the insolvency of Company; or if Company will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof, including the filing by Company of a voluntary petition of bankruptcy or the institution of proceedings against Company for the adjudication of Company as bankrupt pursuant thereto.
- F. Company's violation of Florida Statute Section 287.133, concerning criminal activity on contracts with public entities.

9.02 Authority Remedies

In the event of any of the foregoing events of default enumerated in this Article, and following ten (10) days notice by Authority and Company's failure to cure, Authority, at its election, may exercise any one or more of the following options or remedies, the exercise of any of which will not be deemed to preclude the exercise of any other remedy herein listed or otherwise provided by statute or general law:

- A. Terminate Company's rights under this Contract and, in accordance with law, Company will remain liable for all payments or other sums due under this Contract and for all damages suffered by Authority because of Company's breach of any of the covenants of this Contract; or
- B. Treat this Contract as remaining in existence, curing Company's default by performing or paying the obligation which Company has breached. In such event all sums paid or expenses incurred by Authority directly or indirectly in curing Company's default will

become immediately due and payable as well as interest thereon, from the date such fees or charges became due to the date of payment, at twelve percent (12%) per annum or to the maximum extent permitted by law;

C. Declare this Contract to be terminated, ended, null and void.

No waiver by Authority at any time of any of the terms, conditions, covenants, or agreements of this Contract, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof by Company. No notice by Authority will be required to restore or revive time is of the essence hereof after waiver by Authority or default in one or more instances. No option, right, power, remedy, or privilege of Authority will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, or remedies given to Authority by this Contract are cumulative and that the exercise of one right, power, option, or remedy by Authority will not impair its rights to any other right, power, option, or remedy available under this Contract or provided by law. No act or thing done by Authority or Authority agents or employees during the term of this Contract will be deemed an acceptance of the surrender of this Contract, and no acceptance of surrender will be valid unless in writing.

9.03 Continuing Responsibilities of Company

Notwithstanding the occurrence of any event of default, Company will remain liable to Authority for all payments payable hereunder and for all preceding breaches of this Contract. Furthermore, unless Authority elects to cancel this Contract, Company will remain liable for and promptly pay any and all payments accruing hereunder until termination of this Contract.

9.04 Company's Remedies

Upon thirty (30) days written notice to Authority, Company may terminate this Contract and all of its obligations hereunder, if Company is not in default of any term, provision, or covenant of this Contract or in the payment of any fees or charges to Authority, and only upon or after the occurrence of the following: the inability of Company to use Airport for a period of longer than ninety (90) consecutive days due to war, terrorism, or the issuance of any order, rule or regulation by a competent governmental authority or court having jurisdiction over Authority, preventing Company from operating its business for a period of ninety (90) consecutive days, provided, however that such inability or such order, rule or regulation is not due to any fault or negligence of Company.

In the event it is determined by a court of competent jurisdiction that Authority has wrongfully terminated this Contract, such termination shall automatically be deemed a termination for convenience under Article 4.04.

ARTICLE 10

INDEMNIFICATION

- 10.01 Company shall indemnify, defend, save, and hold harmless the Authority, its officers, agents, and employees, from and against any claims, demands, losses, costs, damages or expenses (including reasonable attorney's fees) relating to bodily injury or death of any person or damage to any real or tangible personal property arising directly from the negligence or misconduct of the Company, its personnel or agents during the course of the performance of Services under this Contract. Nothing in this section requires Company or its insurer to indemnify the Authority for any claims or losses arising out of death, bodily injury to persons, or property damage caused by the negligence of the Authority.
- 10.02 Upon notification of a claim against Authority relating to the performance of Services under this Contract, Company will defend such claim at its expense and will indemnify and hold harmless the Authority and pay any costs or damages that may be finally awarded against Authority. Company will not indemnify Authority, however, if the claim is caused by (1) Authority's misuse or modification of the Services or (2) Authority's failure to use corrections or enhancements made available by Company. If any Deliverable is, or in Company's opinion is likely to be, held to be infringing, Company shall at its expense and option either: (a) procure the right for Authority to continue using the Deliverable, (b) replace the Deliverable with a non-infringing equivalent, (c) modify the Deliverable to make it non-infringing, or (d) direct the return of the Deliverable and refund to Authority the fees paid for such Deliverable.

ARTICLE 11

ACCOUNTING RECORDS AND AUDIT REQUIREMENTS

- 11.01 Books and Records
In connection with payments to Company under this Contract, it is agreed Company will maintain full and accurate books of account and records customarily used in this type of business operation, in conformity with Generally Accepted Accounting Principles (GAAP). Company will maintain such books and records for five years after the end of the term of this Contract. Records include, but are not limited to, books, documents, papers, and records of Company directly pertinent to this Contract. Company will not destroy any records related to this Contract without the express written permission of Authority.
- 11.02 Financial Reports
Company will submit all financial reports required by Authority, in the form and within the time period required by Authority.

11.03 Authority Right to Perform Audits, Inspections, or Attestation Engagements

At any time or times during the term of this Contract or within three years after the end of this Contract, Authority, or its duly authorized representative, will be permitted to initiate and perform audits, inspections or attestation engagements over Company's records for the purpose of determining payment eligibility under this Contract or over selected operations performed by Company under this Contract for the purpose of determining compliance with this Contract.

Free and unrestricted access will be granted to all of Company's records directly pertinent to this Contract or any work order, as well as records of parent, affiliate and subsidiary companies and any subconsultants or subcontractors. If the records are kept at locations other than the Airport, Company will arrange for said records to be brought to a location convenient to Authority auditors to conduct the engagement as set forth in this Article. Or, Company may transport Authority team to Company headquarters for purposes of undertaking said engagement. In such event, Company will pay reasonable costs of transportation, food and lodging for Authority team. In the event Company maintains its accounting or Contract information in electronic format, upon request by Authority auditors, Company will provide a download or extract of data files in a computer readable format acceptable to Authority at no additional cost. Authority has the right during the engagement to interview Company's employees, subconsultants, and subcontractors, and to make photocopies of records as needed.

Company agrees to deliver or provide access to all records requested by Authority auditors within fourteen (14) calendar days of the request at the initiation of the engagement and to deliver or provide access to all other records requested during the engagement within seven (7) calendar days of each request. The Parties recognize that Authority will incur additional costs if records requested by Authority auditors are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree Authority may assess liquidated damages in the amount of one hundred dollars (\$100.00) per day, for each requested record not received. Such damages may be assessed beginning on the eighth (8th) day following the date the request was made. Accrual of such fee will continue until specific performance is accomplished.

If as a result of any engagement, it is determined that Company has overcharged Authority, Company will re-pay Authority for overcharge and Authority may assess interest of up to twelve percent (12%) on the overcharge from the date the overcharge occurred. If it is determined that Company has overcharged Authority by more than three percent for the period under consideration, Company will also pay for the entire cost of the engagement.

Company will include a provision providing Authority the same access to business records at the subconsultant and subcontractor level in all of its subconsultant and subcontractor agreements executed related to this Contract.

ARTICLE 12

INSURANCE

12.01 Insurance

Company must maintain the following limits and coverages uninterrupted or amended through the term of this Contract. In the event Company becomes in default of the following requirements Authority reserves the right to take whatever actions deemed necessary to protect its interests. Required liability policies other than Workers' Compensation/Employer's Liability and Professional Liability, will provide that Authority, members of the Authority's governing body, and Authority officers, volunteers and employees are included as additional insured.

12.02 Required Coverage – Minimum Limits

A. Commercial General Liability Insurance

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Contract will be the amounts specified herein. Coverage will be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, Company under this Contract or the use or occupancy of Authority premises by, or on behalf of, Company in connection with this Contract. Coverage shall be provided on a form no more restrictive than ISO Form CG 00 01. Additional insurance coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 20 37 10 01.

	Contract Specific
Each Occurrence	\$1,000,000
Personal and Advertising Injury Each Occurrence	\$1,000,000
Products and Completed Operations Aggregate	\$1,000,000

B. Workers' Compensation and Employer's Liability Insurance

The minimum limits insurance (inclusive of any amount provided by an umbrella or excess policy) are:

Part One:	"Statutory"
Part Two:	
Each Accident	\$1,000,000
Disease – Policy Limit	\$1,000,000

Disease – Each Employee \$1,000,000

C. Business Automobile Liability Insurance

Coverage will be provided for all owned, hired and non-owned vehicles. Coverage shall be provided on a form no more restrictive than ISO Form CA 00 01.

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Contract will be:

Each Occurrence – Bodily Injury and Property
Damage combined \$1,000,000

D. Professional Liability Insurance

Such insurance will be provided on a form acceptable to Authority and maintained throughout this Contract and for three years following completion of this Contract. Coverage will include all work of Company without exclusions unless approved in writing by Authority. The limits of coverage will not be less than:

Each Occurrence \$1,000,000
Annual Aggregate \$1,000,000

E. Waiver of Subrogation

Company, for itself and on behalf of its insurers, to the full extent permitted by law without voiding the insurance required by this Contract, waives all rights against Authority, members of Authority’s governing body and Authority officers, volunteers and employees, for damages or loss to the extent covered and paid for by any insurance maintained by Company.

12.03 Conditions of Acceptance

The insurance maintained by Company must conform at all times with Exhibit C, Contractual Insurance Terms and Conditions, as may be amended from time to time.

ARTICLE 13

NON-DISCRIMINATION

During the performance of this Contract, Company, for itself, its assignees and successors in interest, agrees as follows:

13.01 Company will comply with the regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Contract.

13.02 Civil Rights. Company, with regard to the work performed by it under this Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Company will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of this Contract, Company, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- B. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- F. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- H. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- I. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Company must take reasonable steps to ensure that LEP persons have meaningful access to Company’s programs (70 Fed. Reg. at 74087 to 74100); and
 - L. Title IX of the Education Amendments of 1972, as amended, which prohibits Company from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- 13.03 In all solicitations either by competitive bidding or negotiation made by the Company for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier must be notified by Company of Company’s obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- 13.04 Company will provide all information and reports required by the Regulations or directives issued pursuant thereto and must permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Authority or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Company is in the exclusive possession of another who fails or refuses to furnish this information, Company will so certify to Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 13.05 In the event of Company’s non-compliance with the non-discrimination provisions of this Contract, Authority will impose such contractual sanctions as it or the FAA may determine to be appropriate, including, but not limited to, withholding of payments to Company under this Contract until Company complies, and/or cancellation, termination or suspension of this Contract, in whole or in part.
- 13.06 Company will include the provisions of Paragraphs 13.01 through 13.05 in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued thereto. Company will take such action

with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event Company becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Company may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Company may request the United States to enter into such litigation to protect the interests of the United States.

- 13.07 Company assures that, in the performance of its obligations under this Contract, it will fully comply with the requirements of 14 CFR Part 152, Subpart E (Non-Discrimination in Airport Aid Program), as amended from time to time, to the extent applicable to Company, to ensure, among other things, that no person will be excluded from participating in any activities covered by such requirements on the grounds of race, creed, color, national origin, or sex. Company, if required by such requirements, will provide assurances to Authority that Company will undertake an affirmative action program and will require the same of its subconsultants.

ARTICLE 14

WOMAN AND MINORITY-OWNED BUSINESS ENTERPRISE

14.01 Authority Policy

Authority is committed to the participation of Woman and Minority-Owned Business Enterprises (W/MBEs) in non-concession, non-federally funded contracting opportunities in accordance with Authority W/MBE Policy and Program. Company will take all necessary and reasonable steps in accordance therewith to ensure that W/MBEs are encouraged to compete for and perform subcontracts under this Contract.

14.02 Non-Discrimination

- A. Company and any subcontractor of Company will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Company will carry out applicable requirements of Authority W/MBE Policy and Program in the award and administration of this Contract. Failure by Company to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Authority deems appropriate.
- B. Company agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any agreement, management contract, or subcontract, purchase or lease agreement.

- C. Company agrees to include the statements in paragraphs (A) and (B) above in any subsequent agreement or contract that it enters and cause those businesses to similarly include the statements in further agreements or contracts.

14.03 W/MBE Participation

- A. W/MBE Expectancy: No specific expectancy for W/MBE participation has been established for this Contract; however, Company agrees to make a good faith effort, in accordance with Authority W/MBE Policy and Program, throughout the term of this Contract, to contract with W/MBE firms certified as a woman-owned or minority-owned business by the City of Tampa, Hillsborough County, the State of Florida Department of Management Services, Office of Supplier Diversity, or as a Disadvantaged Business Enterprise (DBE) under the Florida Unified Certification Program pursuant to 49 CFR Part 26 in the performance of this Contract.
- B. W/MBE Termination and Substitution: Company is prohibited from terminating or altering or changing the scope of work of a W/MBE subcontractor except upon written approval of Authority in accordance with Authority procedures relating to W/MBE terminations contained in the W/MBE Policy and Program. Failure to comply with the procedure relating to W/MBE terminations or changes during this Contract will be a material violation of this Contract and will invoke the sanctions for non-compliance specified in this Contract and the W/MBE Policy and Program.
- C. Monitoring: Authority will monitor the ongoing good faith efforts of Company in meeting the requirements of this Article. Authority will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this Article, including, but not limited to, records, records of expenditures, contracts between Company and the W/MBE participant, and other records pertaining to W/MBE participation, which Company will maintain for a minimum of three years following the end of this Contract. Opportunities for W/MBE participation will be reviewed prior to the exercise of any renewal, extension or material amendment of this Contract to consider whether an adjustment in the W/MBE requirement is warranted. Without limiting the requirements of this Contract, Authority reserves the right to review and approve all sub-leases or subcontracts utilized by Company for the achievement of these goals.
- D. Prompt Payment: Company agrees to pay each subcontractor under this Contract for satisfactory performance of its contract no later than ten (10) calendar days from the receipt of each payment Company receives from Authority. Company agrees further to release retainage payments to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause

following written approval of Authority. This clause applies to both W/MBE and non-W/MBE subcontractors.

ARTICLE 15

AUTHORITY APPROVALS

Except as otherwise specifically indicated elsewhere in this Contract, wherever in this Contract approvals are required to be given or received by Authority, it is understood that the CEO, or designee, is hereby empowered to act on behalf of Authority.

ARTICLE 16

DATA SECURITY

Company will establish and maintain safeguards against the destruction, loss or alteration of Authority data or third party data that Company may gain access to or be in possession of in providing the Services of this Contract. Company will not attempt to access, and will not allow its personnel access to, Authority data or third party data that is not required for the performance of the Services of this Contract by such personnel.

Company and its employees, vendors, subcontractors, and sub-consultants will adhere to and abide by the security measures and procedures established by Authority and any terms of service agreed to by Authority with regards to data security. In the event Company or Company's subcontractor (if any) discovers or is notified of a breach or potential breach of security relating to Authority data or third party data, Company will promptly:

- A. Notify Authority of such breach or potential breach; and
- B. If the applicable Authority data or third party data was in the possession of Company at the time of such breach or potential breach, Company will investigate and cure the breach or potential breach.

ARTICLE 17

DISPUTE RESOLUTION

17.01 Claims and Disputes

- A. A claim is a written demand or assertion by one of the parties seeking, as a matter of right, an adjustment or interpretation of this Contract, payment of money, extension of time or other relief with respect to the terms of this Contract. The term claim also includes other matters in question between Authority and Company arising out of or

relating to this Contract. The responsibility to substantiate claims will rest with the party making the claim.

- B. If for any reason Company deems that additional cost or Contract time is due to Company for work not clearly provided for in this Contract, or previously authorized changes in the work, Company will notify Authority in writing of its intention to claim such additional cost or Contract time. Company will give Authority the opportunity to keep strict account of actual cost and/or time associated with the claim. The failure to give proper notice as required herein will constitute a waiver of said claim.
- C. Written notice of intention to claim must be made within ten (10) days after Company first recognizes the condition giving rise to the claim or before the work begins on which Company bases the claim, whichever is earlier.
- D. When the work on which the claim for additional cost or Contract time is based has been completed, Company will, within ten (10) days, submit Company's written claim to Authority. Such claim by Company, and the fact that Authority has kept strict account of the actual cost and/or time associated with the claim, will not in any way be construed as proving or substantiating the validity of the claim.
- E. Pending final resolution of a claim, unless otherwise agreed in writing, Company will proceed diligently with performance of this Contract and maintain effective progress to complete the work within the time(s) set forth in this Contract.
- F. The making of final payment for this Contract may constitute a waiver of all claims by Authority except those arising from:
 - 1. Claims, security interests or encumbrances arising out of this Contract and unsettled;
 - 2. Failure of the work to comply with the requirements of this Contract;
 - 3. Terms of special warranties required by this Contract;
 - 4. Latent defects.

17.02 Resolution of Claims Disputes

- A. The following shall occur as a condition precedent to Authority review of a claim unless waived in writing by Authority.

First Meeting: Within five (5) days after a claim is submitted in writing, Company's representatives who have authority to resolve the dispute shall meet with Authority

representatives who have authority to resolve the dispute in a good faith attempt to resolve the dispute. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

Second Meeting: If the First Meeting fails to resolve the dispute or if the parties fail to meet, a senior executive for Company and for Authority, neither of which have day to day Contract responsibilities, shall meet, within ten (10) days after a dispute occurs, in an attempt to resolve the dispute and any other identified disputes or any unresolved issues that may lead to dispute. Authority may invite other parties as necessary to this meeting. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

Following the First Meeting and the Second Meeting, Authority will review Company's claims and may (1) request additional information from Company which will be immediately provided to Authority, or (2) render a decision on all or part of the claim in writing within twenty one (21) days following the receipt of such claim or receipt of additional information requested.

If Authority decides that the work related to such claim should proceed regardless of Authority disposition of such claim, Authority will issue to Company a written directive to proceed. Company will proceed as instructed.

- B. Prior to the initiation of any litigation to resolve disputes between the Parties, the Parties will make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. Following negotiations, as a condition precedent to litigation, the Parties will mediate any dispute with a mediator selected by Authority. Such mediation shall occur in Hillsborough County, Florida.
- C. Any action initiated by either Party associated with a claim or dispute will be brought in the Circuit Court in and for Hillsborough County, Florida.

ARTICLE 18

NON-EXCLUSIVE RIGHTS

This Contract will not be construed to grant or authorize the granting of an exclusive right within the meaning of 49 USC 40103(e) or 49 USC 47107(a), as may be amended from time to time, and related regulations.

ARTICLE 19

WAIVER OF CLAIMS

Company hereby waives any claim against the City of Tampa, Hillsborough County, State of Florida and Authority, and its officers, Board Members, agents, or employees, for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Contract or any part thereof, or by any judgment or award in any suit or proceeding declaring this Contract null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

ARTICLE 20

COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

Company, its officers, employees, agents, subcontractors, or those under its control, will at all times comply with applicable federal, state, and local laws and regulations, Airport Rules and Regulations, Policies, Standard Procedures, and Operating Directives as are now or may hereinafter be prescribed by Authority, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, state, or local government, or Authority including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of Airport. Company, its officers, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Company or Authority by the Federal Government including but not limited to FAA or TSA. If Company, its officers, employees, agents, subcontractors or those under its control will fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against Authority, then, in addition to any other remedies available to Authority, Company will be responsible and will reimburse Authority in the full amount of any such monetary penalty or other damages. This amount must be paid by Company within 15 days from the date of written notice.

ARTICLE 21

COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW

IF COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 870-8721, ADMCENTRALRECORDS@TAMPAAIRPORT.COM, HILLSBOROUGH COUNTY AVIATION AUTHORITY, P.O. BOX 22287, TAMPA FL 33622.

Company agrees in accordance with Florida Statute Section 119.0701 to comply with public records laws including the following:

- A. Keep and maintain public records required by Authority in order to perform the Services contemplated by this Contract.
- B. Upon request from Authority custodian of public records, provide Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract term and following completion of this Contract.
- D. Upon completion of this Contract, keep and maintain public records required by Authority to perform the Services. Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Authority, upon request from Authority custodian of public records, in a format that is compatible with the information technology systems of Authority.

ARTICLE 22

CONTRACT MADE IN FLORIDA

This Contract has been made in and shall be construed in accordance with the laws of the State of Florida. All duties, obligations and liabilities of Authority and Company related to this Contract are expressly set forth herein and this Contract can only be amended in writing and agreed to by both Parties.

ARTICLE 23

NOTICES AND COMMUNICATIONS

All notices or communications whether to Authority or to Company pursuant hereto will be deemed validly given, served, or delivered, upon receipt by the Party by hand delivery, or three (3) days after depositing such notice or communication in a postal receptacle, or one (1) day after depositing such notice or communication with a reputable overnight courier service, and addressed as follows:

TO AUTHORITY:

(MAIL DELIVERY)

HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL AIRPORT
P.O. Box 22287
TAMPA, FLORIDA 33622-2287
ATTN: CHIEF EXECUTIVE OFFICER

TO COMPANY:

(MAIL DELIVERY)

GARTNER, INC.
1201 WILSON BLVD. – 17TH FLOOR
ARLINGTON, VA 22209
ATTN: SR. DIRECTOR, CONTRACTS COUNSEL
AMERICAS CONTRACTS

OR

(HAND DELIVERY)

HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL AIRPORT
4160 GEORGE J. BEAN PARKWAY
SUITE 2400, ADMINISTRATION BUILDING
TAMPA, FLORIDA 33607-1470
ATTN: CHIEF EXECUTIVE OFFICER

(HAND DELIVERY)

GARTNER, INC.
1201 WILSON BLVD. – 17TH FLOOR
ARLINGTON, VA 22209
ATTN: SR. DIRECTOR, CONTRACTS COUNSEL
AMERICAS CONTRACTS

or to such other address as either Party may designate in writing by notice to the other Party delivered in accordance with the provisions of this Article.

If notice is sent through a mail system, a verifiable tracking documentation such as a certified return receipt or overnight mail tracking receipt is required.

ARTICLE 24

SUBORDINATION OF AGREEMENT

It is mutually understood and agreed that this Contract will be subordinate to the provisions of any existing or future agreement between Authority and the United States of America, its Boards, Agencies, Commissions, and others, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of

federal funds for the development of the Airport, and this Contract will be subordinate to the license or permit of entry which may be granted by the Secretary of Defense.

ARTICLE 25

SUBORDINATION TO TRUST AGREEMENT

This Contract and all rights of Company hereunder are expressly subject and subordinate to the terms, covenants, conditions and provisions of any Trust Agreements or other debt instruments executed by Authority to secure bonds issued by, or other obligations of, Authority. The obligations of Company hereunder may be pledged, transferred, hypothecated, or assigned at any time by Authority to secure such obligations. Conflicts between the terms of this Contract and the provisions, covenants and requirements of the debt instruments mentioned above will be resolved in favor of the provisions, covenants and requirements of such debt instruments.

ARTICLE 26

ASSIGNMENT AND SUBCONTRACTING / SUBLEASING

Company will not assign, subcontract, sublease, or license this Contract without the prior written consent of Authority. Such consent may be withheld at the sole discretion of Authority. If assignment, subcontract, sublease, or license is approved, Company will be solely responsible for ensuring that its assignee, subcontractor, sublessee, or licensee perform pursuant to and in compliance with the terms of this Contract.

In no event will any approved assignment, subcontract, sublease, or license diminish Authority rights to enforce any and all provisions of this Contract.

Before any assignment, subcontract, sublease, or license becomes effective, the assignee, subcontractor, sublessee, or licensee will assume and agree by written instruments to be bound by the terms and conditions of this Contract during the remainder of the term. When seeking consent to an assignment hereunder, Company will submit a fully executed original of the document or instrument of assignment to Authority.

ARTICLE 27

SECURITY BADGING

Any employee of Company, or any employee of its subcontractors or agents that require unescorted access to the Security Identification Display Area (SIDA) to perform work under this Contract will be badged with an Airport identification badge (hereinafter referred to as "Badge") provided by Authority ID Badging Department and will be subject to an FBI fingerprint-based criminal history records check (CHRC) and an annual Security Threat Assessment (STA). A Badge

will not be issued to an individual until the results of the CHRC and the STA are completed and indicate that the applicant has not been convicted of a disqualifying criminal offense. If the CHRC or STA discloses a disqualifying criminal offense, the individual's badge application will be rejected. The costs of the CHRC and the annual STA will be paid by Company. These costs are subject to change without notice, and Company will be responsible for paying any increase in the costs. All badged employees of Company and its contractors or agents will comply with Authority regulations regarding the use and display of Badges.

For each Badge that is lost, stolen, unaccounted for, or not returned to Authority at the time of Badge expiration, employee termination, termination of this Contract, or upon written request by Authority, Company will be assessed a liquidated damage fee, not as a penalty but as liquidation of a reasonable portion of damages that will be incurred by Authority by failure of Company to notify Authority of each Badge that is lost, stolen, unaccounted for, or not returned to Authority. This liquidated damage fee will be paid by Company within ten (10) days from the date of invoice. The liquidated damage fee is subject to change without notice, and Company will be responsible for paying any increase in the liquidated damage fee. It is mutually agreed between the parties that the assessment of the liquidated damage fee is reasonable. The parties agree that the liquidated damages described in this paragraph are solely for the administrative burden of failure to return the badge.

If any employee of Company is terminated or leaves Company's employment, Authority must be notified immediately, and the Badge must be returned to Authority promptly.

ARTICLE 28

VENUE

Venue for any action brought pursuant to this Contract will be the County or Circuit Court in Hillsborough County, Florida, or in the Tampa Division of the U.S. District Court for the Middle District of Florida.

ARTICLE 29

PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

This Contract will be terminated in accordance with Florida Statute Section 287.135 if it is found that Company submitted a false Scrutinized Company Certification as provided in Florida Statute Section 287.135(5) or has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria. The termination will be subject to the dollar amount limitations included in the respective Florida Statute.

ARTICLE 30

RELATIONSHIP OF THE PARTIES

Company is and will be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and Authority will in no way be responsible therefore.

ARTICLE 31

RIGHT TO AMEND

In the event that the United States Government including but not limited to the FAA and TSA, or its successors, Florida Department of Transportation, or its successors, or any other governmental agency requires modifications or changes in this Contract as a condition precedent to the granting of funds for the improvement of the Airport, Company agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Contract as may be reasonably required to obtain such funds; provided, however, that in no event will Company be required, pursuant to this paragraph, to agree to an increase in the charges provided for hereunder.

ARTICLE 32

TIME IS OF THE ESSENCE

Time is of the essence of this Contract.

ARTICLE 33

AMERICANS WITH DISABILITIES ACT

Company will comply with the applicable requirements of the Americans with Disabilities Act; the Florida Americans with Disabilities Accessibility Implementation Act; Florida Building Code, Florida Accessibility Code for Building Construction; and any similar or successor laws, ordinances, rules, standards, codes, guidelines, and regulations and will cooperate with Authority concerning the same subject matter.

ARTICLE 34

FAA APPROVAL

This Contract may be subject to approval of the FAA. If the FAA disapproves this Contract, it will become null and void, and both Parties will bear their own expenses relative to this Contract.

ARTICLE 35

AGENT FOR SERVICE OF PROCESS

It is expressly agreed and understood that if Company is not a resident of the State of Florida, or is an association or partnership without a member or partner resident of said State, or is a foreign corporation, then in any such event Company does designate the Secretary of State, State of Florida, as its agent for the purpose of service of process in any court action between it and Authority arising out of or based upon this Contract, and the service will be made as provided by the laws of the State of Florida, for service upon a non-resident. It is further expressly agreed, covenanted, and stipulated that if for any reason service of such process is not possible, and Company does not have a duly noted resident agent for service of process, as an alternative method of service of process, Company may be personally served with such process out of this State, by the certified return receipt mailing of such complaint and process or other documents to Company at the address set out hereinafter in this Contract or in the event of a foreign address, deliver by Federal Express and that such service will constitute valid service upon Company as of the date of mailing and Company will have thirty (30) days from date of mailing to respond thereto. It is further expressly understood that Company hereby agrees to the process so served, submits to the jurisdiction of the state or federal courts located in Hillsborough County, Florida, and waives any and all obligation and protest thereto, any laws to the contrary notwithstanding.

ARTICLE 36

INVALIDITY OF CLAUSES

The invalidity of any part, portion, sentence, article, paragraph, provision, or clause of this Contract will not have the effect of invalidating any other part, portion, sentence, article, paragraph, provision, or clause of this Contract, and the remainder of this Contract will be valid and enforced to the fullest extent permitted by law.

ARTICLE 37

SEVERABILITY

If any provision in this Contract is held by a court of competent jurisdiction to be invalid, the validity of the other provisions of this Contract which are severable shall be unaffected.

ARTICLE 38

HEADINGS

The headings contained herein, including the Table of Contents, are for convenience in reference and are not intended to define or limit the scope of any provisions of this Contract. If for any reason there is a conflict between content and headings, the content will control.

ARTICLE 39

COMPLETE CONTRACT

This Contract represents the complete understanding between the Parties, and any prior contracts, Service Agreements, exhibits, agreements, policies, terms of use, or representations, whether written or verbal, are hereby superseded. This Contract may subsequently be amended only by written instrument signed by the Parties hereto, unless provided otherwise within the terms and conditions of this Contract.

ARTICLE 40

MISCELLANEOUS

Wherever used, the singular will include the plural, the plural the singular, and the use of any gender will include both genders.

ARTICLE 41

ORGANIZATION AND AUTHORITY TO ENTER INTO CONTRACT

The undersigned representative of Company hereby warrants and certifies to Authority that Company is an organization in good standing in its state of registration, that it is authorized to do business in the State of Florida, and that the undersigned officer is authorized and empowered to bind the organization to the terms of this Contract by his or her signature thereto and neither Company, its officers or any holders of more than five percent (5%) of the voting stock of Company have been found in violation of Florida Statute Section 287.133, concerning Criminal Activity on Contracts with Public Entities. If Company is a corporation whose shares are not regularly and publicly traded on a recognized stock exchange, Company represents that the ownership and power to vote the majority of its outstanding capital stock belongs to and is vested in the officer or officers executing this Contract.

ARTICLE 42

ORDER OF PRECEDENCE

In the event of any conflict(s) among the Contract Documents, Company will present conflict for resolution to the Authority. In the event the conflict is not resolved to the Parties mutual satisfaction, either Party will thereafter be entitled to seek judicial relief consistent with Article 28 above. Any costs incurred resulting from resolution of such conflict shall be borne equally by both Parties unless assessed as part of a settlement or resolution by a court deciding the dispute.

ARTICLE 43

CONTRACT CHANGES

A change order or amendment is a written contract modification prepared by Authority and signed by both Parties hereto, stating their agreement upon all of the following, and without invalidating this Contract:

1. a change in the Scope of Work or Scope of Services, if any;
2. a change of the Contract amount, fees, hourly rates or other costs, if any;
3. a change of the basis of payment, if any;
4. a change in Contract time, if any; and
5. changes to the terms and conditions of this Contract including, but not limited to, the W/MBE or DBE percentage rate, if any.

43.01 Claim for Payment

Any claim for payment for changes in the Scope of Work or Scope of Services that is not covered by written change order or amendment or other written instrument signed by the Parties hereto will be rejected by Authority. Company acknowledges and agrees that Company will not be entitled to payment for changes in the Scope of Work or Scope of Services unless such revised Scope of Work or Scope of Services is specifically authorized in writing by Authority in advance. The terms of this Article may not be waived by Authority unless such waiver is in writing and makes specific reference to this Article.

Changes in the Scope of Work or Scope of Services will be performed under applicable provisions of the Contract Documents, and Company will proceed promptly, unless otherwise provided in the change order, amendment or other written instrument.

43.02 Right to Carry Out the Work or Services

If Company defaults or neglects to carry out the Scope of Work or Scope of Services in accordance with the Contract Documents and fails within a seven day period after receipt of written Notice from Authority to begin and prosecute correction of such default or neglect with diligence and promptness, Authority may, without prejudice to other remedies Authority may have, correct such deficiencies. In such case an appropriate change order will be issued deducting from payments then or thereafter due Company the cost of correcting such deficiencies, including compensation for another company's or Authority's additional services and expenses made necessary by such default, neglect

or failure. If payments then or thereafter due Company are not sufficient to cover such amounts, Company will pay the difference to Authority.

[The remainder of this page was intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this _____ day of _____, 20__.

**HILLSBOROUGH COUNTY AVIATION
AUTHORITY**

ATTEST: _____
Victor D. Crist, Secretary

BY: _____
Robert I. Watkins, Chairman

Address: PO Box 22287
Tampa FL

Address: PO Box 22287
Tampa FL

WITNESS: _____
Signature

Printed Name

Approved as to form for legal sufficiency:

BY: _____
David Scott Knight, Assistant General Counsel

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Robert I. Watkins, in the capacity of Chairman of the Board of Directors, and Victor D. Crist, in the capacity of Secretary of the Board of Directors, HILLSBOROUGH COUNTY AVIATION AUTHORITY, an independent special district under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

Stamp or Seal of Notary

Signature of Notary

Printed Name

Date Notary Commission Expires (if not on stamp or seal)

GARTNER, INC.

Signed in the Presence of:

BY:

Witness

Signature

Printed Name

Title

Printed Name

Witness

Printed Address

Printed Name

City/State/Zip

GARTNER, INC.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledge before me this _ day of _____, 20__

by _____ in the capacity of _____
(Individual's Name) (Individual's Title)

at _____, a _____, on its behalf _____
(Company Name) (type of company) (He is / She is)

_____ known to me and has produced _____
(Personally / Not Personally) (Form of Identification)

Stamp or Seal of Notary

Signature of Notary

Printed Name

Date Notary Commission Expires (if not on stamp or seal)

Exhibit A
Scope of Work

This Scope of Work details the types of Services and deliverables that may be requested by Authority from Company. Other than access to the Research Library, work will only begin upon the completion and full execution of a work order as shown in Exhibit B, Sample Work Order. Note: Authority does not guarantee any work.

A. Research Library and Advisory Services

1. Research Library

- a) Company must maintain a robust Information Technology (IT) subject matter Research Library consisting of, but not limited to, industry reports, white papers, research studies, position papers, benchmarking studies, surveys, articles, document library, product specifications, product reviews, evaluations, product recommendations, and other information beneficial for the research, development and implementation of technology projects.
- b) The Research Library will be accessible electronically via a subscribed website requiring a user identifier and user-specific password.
 - i. Un-metered Access License - Authority staff may possess an un-metered access license to the Research Library. The un-metered access license will allow the license holder continuous, real-time and remote access to the entire Research Library. Each license will allow the license holder un-metered access to subject matter relative to the user’s job classification.

Job Classification	Example of each Job Classification
Executive	Chief Information Officer, Chief Technology Officer, Chief Operating Officer or top IT Executive
Senior Manager	Director, Division Leader, Senior Manager or person that oversees staff and manager(s)
Team Leader	Team Lead, Manager, Supervisor or person that oversees staff
General Staff	Technical Staff, Coordinator, Analyst or person that carries out day-to-day duties

- ii. Light Use Access License - Authority staff may possess a light use access license to the Research Library. The light-use access license will allow the license holder limited access to subject matter, although access will be real-time and remote. Each license will allow the license holder access to subject matter relative to the user’s job classification.

Job Classification	Example of each Job Classification
Executive	Chief Information Officer, Chief Technology Officer, Chief Operating Officer or top IT Executive

Senior Manager	Director, Division Leader, Senior Manager or person that oversees staff and manager(s)
Team Leader	Team Lead, Manager, Supervisor or person that oversees staff
General Staff	Technical Staff, Coordinator, Analyst or person that carries out day-to-day duties

- c) Company will maintain subject matter in the Research Library which is specific and relevant to perspectives of both end-users and technology providers in the public sector, and which includes transportation industry subject matter.
- d) Peer Network – Company will establish and maintain an interactive peer network consisting of IT peers highly knowledgeable in the transportation industry. The Research Library will facilitate unlimited access to this interactive peer network, to include but not be limited to, ratings and reviews, and will allow for active network engagements between members of the peer network.
- e) Research focus areas should include, without limitation, the following:
 - i. Business
 - a. Business Management of IT
 - b. Business Continuity Management
 - c. Customer Relationship Management
 - d. IT Metrics Data
 - e. IT Maturity and Budgeting
 - f. Knowledge Management
 - g. Program and Portfolio Management
 - h. Risk Management
 - i. Sourcing and IT Vendor Management
 - ii. Industry
 - a. Financial Services
 - b. Government
 - c. Healthcare
 - d. Higher Education
 - e. Small & Midsize Business
 - iii. Technology
 - a. Application Integration
 - b. CIO Research
 - c. Data Analytics
 - d. Emerging Trends and Technologies
 - e. Enterprise Networking
 - f. Identity and Access Management
 - g. Information Security
 - h. Infrastructure and Operations
 - i. Privacy
 - j. Security and Risk Management
 - k. Wireless & Mobile
 - iv. Markets

- a. Hardware & Systems
 - b. IT Services
 - c. Software
 - d. Telecom
 - v. Special Reports
 - a. Peer Research
2. Research and Advisory Services - Provide the following general IT research and advisory services utilizing Company staff members. A Research Coordinator or multiple Research Coordinators will be designated by the Account Manager for IT projects or initiatives. The Research Coordinator will direct and coordinate execution of the required tasks and will be the primary contact with Authority for the specific research, project or initiative. More than one project may be assigned to the same Research Coordinator.
- a) Future-oriented analysis in all IT topical areas, including strategic assumptions and developments in the IT market with specific probability assessments as well as business modeling, operational assessment and critical success factors.
 - b) Analysis of vendors, new offerings and financial performance, including detailed analysis of products, markets, technologies and competition.
 - c) Product and vendor analysis that identifies the best technology solutions, including tutorials and detailed comparisons of current IT products.
 - d) Assistance with development of functional requirements for a business application, including but not limited to, the following activities:
 - i. Conducting staff and customer interviews.
 - ii. Documentation of all required data sources and desired interface to and from the application.
 - iii. Assistance with development of use cases and process diagrams.
 - iv. Documentation from industry sources of any existing applications and manual processes that would be affected based on experiences of other organizations.
 - v. Review of existing software packages for comparison to potential needs and for additional input as to functionality.
 - vi. Specifications for user access, inquiry and entry needs.
 - vii. Specifications for special technology, such as handheld devices.
 - e) Assistance with business process analysis and re-engineering, including but not limited to:
 - i. Conducting staff and customer interviews.
 - ii. Providing access to industry experts to provide insight into documenting current work processes for validation based on experiences of other organizations.
 - iii. Determining current cost of providing services and assessing customer services to calculate cost/benefit and return on investment (ROI) analysis.
 - iv. Conducting a comparison of Authority's processes to reasonable benchmarks and best practices of other organizations in both the public and private sectors. This may include surveys, questionnaires of other organizations, research and data analysis.
 - v. Identifying gaps in the performance of critical processes and understanding which practices can be applied to improve performance. This may include

performing detailed analysis of the way Authority does business, as compared to ideas and actual practices in other governments and organizations, and determining what may work best for Authority.

- vi. Working with Authority staff to develop recommendations for improved processes, suggested activities to implement those recommendations, and desired outcomes.
- vii. Assistance in implementation of new business processes and technology initiatives.
- f) Assistance with organizational assessment or organizational change management including outsourcing and consolidation on business units.
- g) Assistance with application portfolio analysis for business continuity or other functions.
- h) Provide consulting, advice, measurement engagements and strategic advisory services, such as providing assessments of cost, performance, efficiency and quality focused on the IT industry.
- i) Provide budgeting and self-assessment tools to plan and manage IT costs and maturity.
- j) Provide, if needed, IT ready toolkits outlining how-to steps; tips and resources for planning and executing projects or initiatives; tactical resources, such as evaluating competency, capacity and efficiency, a support plan, action items and short-term performance goals; and frameworks, such as standards, guidelines, and procedures to support the project or initiative.

3. Account Manager

- a) Will provide efficient business administration and supervision to ensure the Services are rendered and completed. Such supervision may include, but not be limited to, overseeing co-Account Manager(s), Research Coordinator(s) or additional account support staff.
- b) Business administration of Authority account should include regular touchpoints to review progress on active initiatives and planned initiatives, current service usage and Authority satisfaction.
- c) Company must not remove Account Manager from providing the Services contemplated by this Contract; provided, however, that the removal of such personnel due to their incapacity, voluntary termination, or termination due to just cause will not constitute a violation of this Contract. Authority will require that, at a minimum, any proposed replacement have equal or greater qualifications and experience as the Account Manager being replaced.

B. Contract Analysis

1. Review IT contracts or contract related documents, provide edits, using tracked changes or other electronic annotation method, and recommendations to include, but not be limited to, cost savings, terms favorable to Authority, value propositions, risk management, delivery plan, service definitions and technical requirements. Respond to Authority staff questions about such edits, as needed.

C. Procurement Services

1. Assist with the preparation and review of solicitation documents for requests for information, requests for qualifications, requests for proposals, invitations to bid or other procurement documents for the acquisition of IT solutions.
2. Provide technical analysis and evaluation of submissions including, but not limited to, comparison to the solicitation document specifications.

D. Executive Program

1. Qualified Personnel will provide research and advice specifically tailored for chief information officers and other senior IT industry executives on important technology and technology-enabled business decisions or advancements, including but not limited to, the following Services: review current and planned project or initiative strategy, analyze and provide recommendations and considerations for improvements, meet with Authority leadership team, perform regular check-ins, and may provide guidance or devise a dry-run scenario or mock-up.
2. Qualified Personnel in the Executive Program are former CIOs or Senior IT Leaders that are Company staff assigned to Authority’s projects, initiatives, or providing expertise for an inquiry.
3. For each project, inquiry or initiative, Authority reserves the right to be provided with the proposed Qualified Personnel’s résumé, which includes their prior work experience, education, training and certificates. Authority reserves the right to approve Company staff as Qualified Personnel or request other Company staff.
4. The following are job classification guidelines for Qualified Personnel.

<u>Job Classification</u>	<u>Minimum Requirement</u>
CIO Expert	Master’s degree and 10 years CIO experience; or Bachelor’s degree and 12 years CIO experience; or Associate’s degree and 14 years CIO experience.
CIO Advanced	Master’s degree and 8 years CIO experience; or Bachelor’s degree and 10 years CIO experience; or Associate’s degree and 12 years CIO experience.
CIO	Master’s degree and 6 years CIO experience; or Bachelor’s degree and 8 years CIO experience; or Associate’s degree and 10 years CIO experience.

E. Subcontractors

Company will be the sole source of contact for this Contract. All terms, conditions and requirements of this Contract shall apply without qualification to any Services performed by any subcontractor of Company. Company warrants that all subcontractors will be fully qualified to perform the required Services. Authority reserves the right to request replacement of a subcontractor for any reason. Company is fully responsible for all actions and work performed by its subcontractors. Failure of Company to provide qualified staffing at all levels, including subcontractors, at the level required by this Contract, may result in termination of this Contract and/or applicable damages.

F. Training and Conferences

1. Provide training sessions, such as live webinars, online training, or reference videos that cover a broad range of IT industry topics.
2. Present or host conferences focused on specialized topics in the IT industry, which include, but are not limited to, outsourcing, mobile wireless, customer relationship management, application integration, information security, and business intelligence.
 - a) Provide electronic access to conference presentations for up to six months after the conference.

Exhibit B
Template Service Agreement

Gartner, Inc. Service Agreement for HILLSBOROUGH COUNTY AVIATION AUTHORITY (“Client”)

Service Agreement No.: _____

This Service Agreement (“SA”), including the General Terms and all applicable Service Descriptions, constitutes the complete agreement between Gartner, Inc. of 56 Top Gallant Road, Stamford, CT 06904 (“Gartner”) on behalf of itself and all wholly-owned affiliates of Gartner, Inc. and Hillsborough County Aviation Authority of P.O. Box 22287, Tampa, Florida, 33662 (“Client”) for the Services (as defined below). Client agrees to subscribe to the following Services for the term and fees set forth below.

1. DEFINITIONS AND ORDER SCHEDULE:

Services are the services purchased by Client in the Order Schedule below and described in the Service Descriptions. Service Names and Levels of Access are defined in the Service Descriptions. Gartner may periodically update the names and the deliverables for each Service. If Client adds Services or upgrades the level of service or access, an additional Service Agreement will be required.

Service Descriptions describe each Service purchased, specify the deliverables for each Service, and set forth any additional terms unique to a specific Service. Service Descriptions for the Services purchased in this SA may be viewed and downloaded through the hyperlinks listed in Section 2 below or may be attached to this SA in hard copy, and are incorporated by reference into this SA.

Order Schedule FOR SUBSCRIPTION BASED RESEARCH AND RELATED SERVICES

<u>Service Name</u>	<u>Level of Access</u>	<u>Quantity</u>	<u>Name of User to be Licensed</u>	<u>Contract Term Start Date</u>	<u>Contract Term End Date</u>	<u>Annual Fee USD</u>	<u>Total Fee USD</u>
EXAMPLE: <Executive Programs Leadership Team Plus>	<Leader>	<1>	<Name>	<01-FEB-2019>	<31-JAN-2020>	<\$81,300.00>	<\$81,300.00>
				Total Services:	(Excluding applicable taxes)		<\$81,300.00>

FOR OTHER SERVICES <use the following or similar table>

- A. Project Title:
- B. Project Information
 - 1. Project Purpose:
 - 2. Project Description:
 - 3. Project Scope of Work and Deliverables:
- C. Schedule and Costs
 - 1. Project Schedule/Timeline

Clearly outline the deliverables and the time it will take to complete each deliverable.

Task Number	Deliverable	Due Date
1.		
2.		
3.		
4.		
5.		

2. Total Cost of Project
Provide the costs in U.S. dollars.

Expenditure <insert applicable terms>	Totals
Service Cost	
Hourly Service Rate	\$
Number of hours to complete project	x
Total Service Cost	\$
Reimbursable Costs (as applicable)	
Data	\$
Printing	\$
Travel*	\$
Other:	\$
Other:	\$
Total Projected Reimbursable Cost	\$
Total Projected Project Cost (Service Cost and Reimbursable Costs)	\$

*All travel related expenses must be in accordance with Authority Policy P412, Travel and Business Development Expenses.

3. Reimbursable Costs:
Provide an explanation for all projected reimbursable costs listed in Item 2 above.

D. Payment

<insert applicable method of payment based on project length and/or milestones or deliverables>

<Projects one month and less>

Payment will be made in full upon completion of the project by Company and acceptance by Authority.

OR

<Projects 30 to 90 days>

Payment will be made in three installments of 25% of the total amount due at 30 days from commencement of services, 25% of the total amount due at 60 days from commencement of services, and the final 50% due upon full completion and acceptance of all deliverables by Authority.

OR

<Projects exceeding 90 days>

Payment will be made in four equal installments at the 25%, 50% and 75% completion milestones with the final installment to be paid upon full completion and acceptance of all deliverables by Authority.

2. SERVICE DESCRIPTIONS:

A. Service Name and Description Table

<u>Service Name/ Level of Access</u>	<u>Service Description URL</u>
Executive Programs Leadership Team Leader	http://sd.gartner.com/sd_ep_team_leader.pdf
Executive Programs Leadership Team Delegate Leader	http://sd.gartner.com/sd_ep_team_delegate_leader.pdf
IT Leadership Team Essentials Member	http://sd.gartner.com/sd_itl_team_essentials_member.pdf
IT News and Insight from Gartner Reference	http://sd.gartner.com/sd_it_news_insight.pdf
Gartner Summit Ticket	http://sd.gartner.com/sd_summit_event_ticket.pdf
<additional service name, as needed>	<additional service description, as needed>

B. Access to Documents

To clarify the number of articles that an individual licensee may access (as listed in an applicable product description) is applied on a yearly subscription basis. For instance if a product description states a licensee may access forty (40) documents; this limit is applied to each one year subscription period and not over the life of the Contract under which the yearly subscription is issued.

3. PAYMENT TERMS

Please enter the Purchase Order (“PO”) number below or check box to indicate Purchasing Card number will be provided. If an annual PO is required for multi-year contracts, Client will issue the new PO at least 30 days prior to the beginning of each subsequent contract year. Any pre-printed or additional contract terms included on the PO shall be inapplicable and of no force or effect. All PO’s are to be sent to purchaseorders@gartner.com. This SA may be signed in counterparts.

Upon creation of each Service Agreement, the Contract Amount Summary Table below will be updated.

4. CLIENT BILLING INFORMATION

Purchase Order Number

Billing Address

Invoice Recipient Tel. No.

Invoice Recipient Name

Purchasing Card number to be provided

Invoice Recipient Email

Contract Amount Summary

Contract Not-to-Exceed Amount		\$1,305,000.00
Spend-to-Date	-	\$
Subtotal		\$
Projected Spend for this Service Agreement	-	\$
Remaining Contract Amount		\$

5. AUTHORIZATION

Company acknowledges the acceptance of this Service Agreement.

Client:
HILLSBOROUGH COUNTY AVIATION AUTHORITY

Gartner, Inc.

Signature

Signature

Date

Date

Print Name

Print Name

Title

Title

**IF USING A DIGITAL SIGNATURE,
PLEASE CONFIRM THE FOLLOWING
AS A CONDITION OF CONTRACT
EXECUTION:**

By ticking this box, I agree that by affixing my digital signature hereunder I am attesting that: (i) this is my own personal legal signature; and (ii) I am a duly authorized signatory for my company. My signature verifies that the information provided to Gartner hereunder is subscribed by me, under penalty of false statement and material breach of contract.

General Terms

1. The terms and conditions in the Information Technology Research and Advisory Services Contract supersede the terms and conditions contained within this Service Agreement.

2. **Ownership and Use of the Services** Gartner owns and retains all rights to the Services not expressly granted to Client. Only the individuals named in this SA (each a "**Licensed User**") may access the Services. Each Licensed User will be issued a unique password, which may not be shared. Client agrees to review and comply with the *Gartner Usage Policy*, which is accessible to all Licensed Users via the "Policies" section of gartner.com. Among other things, the *Gartner Usage Policy* describes how Client may substitute Licensed Users, excerpt from and/or share Gartner research documents within the Client organization, and quote or excerpt from the Services externally. The Services are commercial services and are not customized for individual clients. Rather, they are sold subject to standard usage terms.

3. **DISCLAIMER OF WARRANTIES.** THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND GARTNER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR AS TO ACCURACY, COMPLETENESS OR ADEQUACY OF INFORMATION. CLIENT RECOGNIZES THE UNCERTAINTIES INHERENT IN ANY ANALYSIS OR INFORMATION THAT MAY BE PROVIDED AS PART OF THE SERVICES, AND ACKNOWLEDGES THAT THE SERVICES ARE NOT A SUBSTITUTE FOR ITS OWN INDEPENDENT EVALUATION AND ANALYSIS AND SHOULD NOT BE CONSIDERED A RECOMMENDATION TO PURSUE ANY COURSE OF ACTION. GARTNER SHALL NOT BE LIABLE FOR ANY ACTIONS OR DECISIONS THAT CLIENT MAY TAKE BASED ON THE SERVICES OR ANY INFORMATION OR DATA CONTAINED THEREIN. CLIENT UNDERSTANDS THAT IT ASSUMES THE ENTIRE RISK WITH RESPECT TO THE USE OF THE SERVICES.

4. **Client Confidential Information.** Gartner agrees to keep confidential any Client-specific information communicated by Client to Gartner in connection with this SA that is (i) clearly marked confidential if provided in written form, or (ii) preceded by a statement that such information is confidential, if provided in oral form, and such statement is confirmed in writing within 15 days of its initial disclosure. This obligation of confidence shall not apply to any information that: (1) is in the public domain at the time of its communication; (2) is independently developed by Gartner; (3) entered the public domain through no fault of Gartner subsequent to Client's communication to Gartner; (4) is in Gartner's possession free of any obligation of confidence at the time of Client's communication to Gartner; or (5) is communicated by the Client to a third party free of any obligation of confidence. Additionally, Gartner may disclose such information to the extent required by legal process.

5. **Data Protection.** In performing its obligations under this SA, Gartner and Client will each comply with all applicable data privacy legislation. Without limitation to this, Client shall ensure that any disclosure of personal data, whether in relation to Client's employees or otherwise, made to Gartner by Client or on its behalf is made with the data subject's consent or is otherwise lawful. In so far as any disclosure relates to Client's own employee or subcontractor, Client shall notify that employee or subcontractor that Gartner and its affiliates may: (a) use the personal data to provide Client with the Services, (b) disclose the personal data to third parties to provide the Services; and (c) inform Client about other products or services that Gartner believes may be of interest. If any person does not wish to receive such Gartner communications, they may contact Gartner at privacy@gartner.com

6. Miscellaneous

(a) **Assignability.** This SA and the rights granted to Client hereunder may not be assigned, sublicensed or transferred, in whole or in part, by either party without the prior written consent of the other party, except to a successor to substantially all of the business or assets of a party by merger or acquisition. Where consent is required, it will not be unreasonably withheld.
costs, in addition to any award of damages or other relief.

(b) **Applicable Law.** This SA shall be governed by and construed in accordance with the procedural and substantive laws of the State of Florida, without reference to its conflict of law principles.

(c) **Use of Name, Trademark, and Logo.** Absent the prior written consent of the other party, neither party shall use the name, trademarks, or logo of the other in promotional materials, publicity releases, advertising, or any other similar publications or communications.

(d) **No Third Party Beneficiaries.** This SA is for the benefit of the parties only.

(e) **Surviving Clauses.** Sections 3, 4, 5 and 6 (b), (c), (d), and (e) shall survive the termination of this SA.

Exhibit C
Contractual Insurance Terms and Conditions
Revised: 12/11/14

PURPOSE: To establish the insurance terms and conditions associated with contractual insurance requirements. This Standard Procedure is applicable to all companies with Authority contracts. Unless otherwise provided herein, any exceptions to the following conditions or changes to required coverages or coverage limits must have prior written approval from the Vice President of Facilities and Administration or designee.

INSURANCE COVERAGE:

A. Procurement of Coverage:

With respect to each of the required coverages, the company will, at the company's expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth in the applicable contract. Coverages will be provided by insurance companies eligible to do business in the State of Florida and having an AM Best rating of A- or better and a financial size category of VII or better. Utilization of non-rated companies or companies with AM Best ratings lower than A- or a financial size category lower than VII may be approved on a case by case basis by Risk Management.

B. Term of Coverage:

Except as otherwise specified in the contract, the insurance will commence on or prior to the effective date of the contract and will be maintained in force throughout the duration of the contract. Completed operations coverage may be required to be maintained on specific commercial general liability policies effective on the date of substantial completion or the termination of the contract, whichever is earlier. If a policy is written on a claims made form, the retroactive date must be shown and this date must be before the earlier of the date of the execution of the contract or the beginning of contract work, and the coverage must respond to all claims reported within three years following the period for which coverage is required unless stated otherwise in the contract.

C. Reduction of Aggregate Limits:

If the aggregate limit is exhausted, the company will immediately take all possible steps to have it reinstated. The general liability policies shall include a per policy endorsement providing that the limits of such insurance specified in the contract shall apply solely to the work under the contract without erosion of such limits by other claims or occurrences.

1. Cancellation Notice

Each of the insurance policies will be specifically endorsed to require the insurer to provide the Authority with 30 days written notice (or 10 days for non-payment of premium) prior to the cancellation of the policy. The endorsement will specify that such notice will be sent to:

Hillsborough County Aviation Authority
Attn.: Chief Executive Officer
Tampa International Airport
Post Office Box 22287
Tampa, Florida 33622

D. No waiver by approval/disapproval:

The Authority accepts no responsibility for determining whether the company's insurance is in full compliance with the insurance required by the contract. Neither the approval by the Authority nor the failure to disapprove the insurance furnished by the company will relieve the company of their full responsibility to provide the insurance required by the contract.

E. Future Modifications – Changes in Circumstances:

1. Changes in Coverages and Required Limits of Insurance

The coverages and minimum limits of insurance required by the contract are based on circumstances in effect at the inception of the contract. If, in the opinion of the Authority, circumstances merit a change in such coverages or minimum limits of insurance required by the contract, the Authority may change the coverages and minimum limits of insurance required, and the company will, within 60 days of receipt of written notice of a change in the coverages and minimum limits required, comply with such change and provide evidence of such compliance in the manner required by the contract. Provided, however, that no change in the coverages or minimum limits of insurance required will be made until at least two years after inception of the contract. Subsequent changes in the coverages or minimum limits of insurance will not be made until at least two years after any prior change unless extreme conditions warrant such change and are agreeable to both parties.

If, in the opinion of the Authority, compliance with the insurance requirements is not commercially practicable for the company, at the written request of the company, the Authority may, at its sole discretion and subject to any conditions it deems appropriate, relax or temporarily suspend, in whole or in part, the insurance requirements which would otherwise apply to the company. Any such modification will be subject to the prior written approval of the Vice President of

Facilities and Administration or designee, and subject to the conditions of such approval.

F. Proof of Insurance – Insurance Certificate:

1. Prior to Work, Use or Occupancy of Authority Premises

The company will not commence work, use or occupy Authority premises in connection with the contract until the required insurance is in force, preliminary evidence of insurance acceptable to the Authority has been provided to the Authority, and the Authority has granted permission to the company to commence work, use or occupy the premises in connection with the contract.

2. Proof of Insurance Coverage

As preliminary evidence of compliance with the insurance required by the contract, the company will furnish the Authority with a certificate(s) of insurance satisfactory to the Authority. This certificate must be signed by an authorized representative of the insurer. If requested by the Authority, the company will, within 15 days after receipt of written request from the Authority, provide the Authority, or make available for review, certificates of insurance, copies of required endorsements and/or a certified complete copy of the policies of insurance. The company may redact those portions of the insurance policies that are not relevant to the coverage required by the contract. The company will provide the Authority with renewal or replacement evidence of insurance, acceptable to the Authority, prior to expiration or termination of such insurance.

The insurance certificate must:

- a. Indicate that, to the extent required by the contract:
 - i. the Authority, members of the Authority's governing body, and the Authority's officers, volunteers and employees are included as Additional Insureds on all policies other than workers compensation and professional liability, and
 - ii. the insurers for all policies have waived their subrogation rights against the Authority;
- b. Indicate that the certificate has been issued in connection with the contract;
- c. Indicate the amount of any deductible or self-insured retention applicable to all coverages;

- d. Identify the name and address of the certificate holder as:

Hillsborough County Aviation Authority
Attn.: Chief Executive Officer
Tampa International Airport
Post Office Box 22287
Tampa, Florida 33622
and;

- e. Be signed and dated using approved methods by an individual who is an authorized representative of each insurer, whose insurance is the subject of the certificate and who is authorized by each such insurer to issue the certificate of insurance as modified. Facsimile signatures are acceptable.

G. Deductibles / Self Insurance:

1. All property and builders risk deductibles, as well as all self-insured retentions or any schemes other than a fully insured program, must be approved by the Vice President of Facilities and Administration or designee. The company agrees to provide all documentation necessary for the Authority to review the deductible or alternative program.
2. The company will pay on behalf of the Authority, or any member of the Authority's governing body or any officer or employee of the Authority, any deductible or self-insured retention (SIR) which, with respect to the required insurance, is applicable to any claim by or against the Authority, or any member of the Authority's governing body, or any officer or employee of the Authority.
3. The contract by the Authority to allow the use of a deductible or self-insurance program will be subject to periodic review by the Risk Manager. If, at any time, the Authority deems that the continued use of a deductible or self-insurance program by the company should not be permitted, the Authority may, upon 60 days written notice to the company, require the company to replace or modify the deductible or self-insurance in a manner satisfactory to the Authority.
4. Any deductible amount or SIR program will be included and clearly described on the certificate prior to any approval by the Authority. This is to include fully insured programs as to a zero deductible per the policy. Authority reserves the right to deny any certificate not in compliance with this requirement.

H. Company's Insurance Primary:

The company's required insurance will apply on a primary basis. Any insurance

maintained by the Authority will be excess and will not contribute to the insurance provided by or on behalf of the company.

I. Applicable Law:

With respect to any contract entered into by the Authority with a value exceeding \$10,000,000, if any required policy is: (i) issued to a policyholder outside of Florida or (ii) contains a "choice of law" or similar provision stating that the law of any state other than Florida shall govern disputes concerning the policy, then such policy must be endorsed so that Florida law (including but not limited to Part II of Chapter 627 of the Florida Statutes) will govern any and all disputes concerning the policy in connection with claims arising out of work performed pursuant to the contract.

J. Waiver of Subrogation:

The company, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required by the contract, waives all rights against the Authority, members of the Authority's governing body and the Authority's officers, volunteers and employees, for damages or loss to the extent covered and paid for by any insurance maintained by the company.

K. Company's Failure to Comply with Insurance Requirements:

1. Authority's Right to Procure Replacement Insurance

If, after the inception of the contract, the company fails to fully comply with the insurance requirements of the contract, in addition to and not in lieu of any other remedy available to the Authority provided by the contract, the Authority may, at its sole discretion, procure and maintain on behalf of the company, insurance which provides, in whole or in part, the required insurance coverage.

2. Replacement Coverage at Sole Expense of Company

The entire cost of any insurance procured by the Authority will be paid by the company. At the option of the Authority, the company will either directly pay the entire cost of the insurance or immediately reimburse the Authority for any costs incurred by the Authority including premium and a 15% administration cost.

a. Company to Remain Fully Liable

Except to the extent any insurance procured by the Authority actually provides the insurance coverage required by the contract, the company will remain fully liable for full compliance with the insurance requirements in the contract.

b. Authority's Right to Terminate, Modify, or Not Procure

Any insurance procured by the Authority is solely for the Authority's benefit and is not intended to replace or supplement any insurance coverage which otherwise would have been maintained by the company. Authority is not obligated to procure any insurance pursuant to these requirements and retains the right, at its sole discretion, to terminate any such insurance which might be procured by the Authority.

Exhibit D
Authority Policy P412, Travel and Business Development Expenses
Revised: 11/07/13

PURPOSE: To provide that board members, the Chief Executive Officer, and Authority employees who properly incur travel expenses and business development expenses in conducting the business of the Authority are reimbursed for such travel expenses.

LEGAL CONSIDERATION: Section 6(2)(h) of the Hillsborough County Aviation Authority Act authorizes the Authority to reimburse Board members, the Chief Executive Officer, and all Authority employees for all travel expenses incurred while on business for the Authority. Section 6(2)(w) and 6(2)(xx) of the Hillsborough County Aviation Authority Act authorize the Authority to “[a]dvertise, promote and encourage the use and expansion of facilities under its jurisdiction” and do all acts and things necessary and convenient for promotion of the business of the Authority. Florida Administrative Code Rule 69I-42.010 allows for reimbursement of specific incidental traveling expenses including actual portage charges and actual laundry, dry cleaning and pressing expenses in accordance with the Rule. Pursuant to policy, the Authority is allowed to incur business development expenses for meals, beverages and entertainment in order to highlight the numerous advantages and world class facilities of the Authority’s airport system and build relationships with airline executives, potential real estate partners, potential tenants and others.

POLICY:

A. Travel Purpose:

All Authority travel must provide benefit to the Authority. All travelers will exercise good judgment in incurring business and travel-related expenses. All travelers will comply with this Policy and Standard Procedure S412.01, Travel Expense and Subsistence.

B. Travel Approval:

1. All reimbursable travel for Board members and Authority employees will be approved by the Chief Executive Officer (CEO) or designee. The CEO will approve the travel for those individuals reporting directly to the CEO. All other employee’s travel will be approved by their Vice President. Such approval must be made in advance of travel for all Authority employees under the Director level.
2. To be reimbursed, all travel and reimbursable expenses must be incurred while on Authority business.

C. Travel by Air Carrier:

1. If the traveler elects to arrive earlier or stay later than reasonably necessary to conduct the required Authority business, the traveler will be responsible for all additional costs.
2. Authority employee reimbursements or advancements for travel will be based upon Coach Class fares (i.e. not First or Business Class airfare), supported by appropriate receipt.
3. If a board member, the CEO, a Vice President, or Assistant Vice President is traveling to a destination outside of the North American continent and the traveler is scheduled to engage in the business of the Authority within the next business day of arriving at the destination, or if the traveler commences the return trip within the next business day of engaging in the business of the Authority, such reimbursements or advancements may be made based upon Business Class airfare supported by appropriate receipt.

Any other Business Class travel for other Authority staff for travel outside of the North American continent must be approved in advance by the department Vice President.

4. All individuals traveling on behalf of the Authority may personally retain their frequent flyer mileage.

D. Registration Fees:

The traveler will be reimbursed for all registration fees at meetings and conferences, as well as fees for attending events which are not included in the basic registration fee and that directly enhance the public purpose of the Authority's participation at the meeting or conference.

E. Lodging:

Hotel or accommodation charges must be at a single occupancy rate and substantiated by an itemized receipt reflecting all charges for the entire stay. The traveler is expected to exercise his or her best judgment and reasonableness in the selection of lodging. The location of the hotel should be as convenient as possible to the place where the business of the Authority will be transacted.

F. Meals and Incidental Expenses:

Meals and incidental expenses within the continental United States will be reimbursed in accordance with the General Service Administration (GSA) meals and incidental expenses rate in effect for the destination city on the date travel was initiated. If the destination is not included in the GSA destination guide, the GSA rate for the listed city that is closest to the destination city or county for the destination city will be used.

Meals and incidental expenses for travel outside of the continental United States (including Hawaii, Alaska and Puerto Rico) will be reimbursed in accordance with the current rates as specified in the federal publication "Standardized Regulations (Government Civilians, Foreign Areas)".

Incidental expenses eligible for reimbursement are defined by Florida Statute Section 112.061 (8) (a) and include taxi fare, ferry fares, bridge, road and tunnel tolls, storage or parking fees, and communication expenses.

No allowance will be made for meals when travel is confined to the Authority's Metropolitan Statistical Area.

Reimbursement for meals which were also included in a conference or convention registration fee or a travel or lodging fee will be reimbursed only upon reasonable written explanation of expenses.

G. Other Travel Expenses:

Other travel expenses eligible for reimbursement as approved by the Florida Department of Financial Services pursuant to rules adopted by it include fees and tips given to porters, baggage carriers, bellhops or hotel maids, with the expense limited to \$1 per bag not to exceed a total of \$5 per incident; and actual laundry, dry cleaning and pressing expenses for official travel in excess of seven days and where such expenses are necessarily incurred to complete the official business.

Itemized receipts are required for reimbursement of all individual expenses which are higher than \$25.

H. Foreign exchange rates:

Authority will reimburse traveler for the difference between the official daily foreign exchange rate and the transaction rate, in addition to any applicable fees.

I. Travel by Personal or Rental Vehicle:

Board members, the CEO, Vice Presidents and Assistant Vice Presidents are authorized to use their personal vehicle or procure a rental vehicle if necessary to conduct Authority

business, without advance approval. Utilization of a rental vehicle by all other Authority employees must be approved in advance of travel in writing by the employee's Vice President.

Except for travel within the State of Florida, utilization of a personal vehicle by all other Authority employees must also be approved in advance of travel in writing by the employee's Vice President. Reimbursement of mileage for authorized use of employee's personal vehicle will be at the Internal Revenue Service cents per mile rate in effect at the time of travel. Rental vehicles will be mid-size or smaller, unless three or more travelers are sharing the vehicle. Travelers will select the rental vehicle refueling option anticipated to be the most economical for the Authority.

J. Travel Report:

Prior to receiving final reimbursement for travel, all employees below the level of Director must submit to the employee's Vice President a report of the major accomplishments and benefits to the Authority as a result of the travel.

K. Travel by Consultants:

All consultants performing work for the Authority, or its contractors, will be reimbursed for travel expenses in accordance with this Policy.

L. Business Development Purpose:

All business development expenses incurred must provide benefit to the Authority. All employees will exercise good judgment in incurring business and travel-related expenses.

M. Business Development Expenses:

1. Business development meal, beverage (including alcoholic), and other expenses may be incurred locally or while traveling. When the CEO, a Vice President, or an Assistant Vice President engage in business development activities that require meeting with non-Authority personnel, such employee may be reimbursed for actual, reasonable, and appropriately documented expenses related to the business development activity. These types of expenses for other Authority staff must be approved in advance by the department Vice President.
2. To qualify as business development, such an employee must (a) reasonably expect, and have as the primary motivation for the expenditure, that the Authority will derive revenue or another business benefit as a result of the

business development activity; (b) incur the expense in a setting where the party being entertained would reasonably understand that the expenditure was for an Authority business objective; and (c) use the expenditure for the person from whom the Authority expects the business benefit, as well as for the employee and other Authority staff in attendance.

3. Alcoholic beverage expenses may only be incurred at business development events related to meetings including non-Authority personnel from organizations from which the Authority is reasonably expected to derive some revenue or financial benefit.
4. The employee must provide detailed itemized receipts for all business development expenses larger than \$25.

N. Working Meals:

1. Expenditures for meals during business meetings between Authority employees or between Authority employees and individuals from outside organizations are allowable only (a) when there is a valid business need to have the meeting during a meal time (i.e., schedules will not accommodate the meeting at other times); (b) during periods of extended overtime (i.e. irregular operations, working on the budget or another major project); or (c) periodic full-day or half-day Authority-wide or department strategic planning sessions.
2. Business meals between Authority subordinates and supervisors will be infrequent and will occur only when there is no other time during which the meeting can be scheduled.
3. Notwithstanding subparagraph 2 above, Executive staff, Directors and Managers may occasionally purchase meals for employees provided the meals are reasonable and for the purpose of conducting Authority business and/or employee recognition. Such purchased meals by Directors or Managers must be approved in advance by the appropriate Vice President.
4. Meals shall not be provided for recurring meetings (i.e., weekly staff meetings).
5. Alcoholic beverages expenditures shall not be reimbursed or charged to the Authority under this section.
6. Reasonable expenditures for meals with Board members are reimbursable provided there is a valid business need to have the meeting during a meal time.

7. Working meals will be reimbursed upon presentation of appropriate documentation.

**Exhibit E
Rate and Fee Structure**

<u>Service Name</u>	<u>Level of Access</u>	<u>Quantity</u>	<u>Name of User to be Licensed</u>	<u>Contract Term Start Date</u>	<u>Contract Term End Date</u>	<u>Annual Fee USD</u>	<u>Total Fee USD</u>
Executive Programs Leadership Team	Leader	1	CIO	01-JAN-2019	31-DEC-2019	\$81,300.00	\$81,300.00
Executive Programs Leadership Team	Delegate Leader	1	TBD	01-JAN-2019	31-DEC-2019	\$42,600.00	\$42,600.00
IT Leadership Team	Essentials Member	3	TBD	01-JAN-2019	31-DEC-2019	\$25,500.00	\$25,500.00
IT News and Insight from Gartner	Reference	5	TBD	01-JAN-2019	31-DEC-2019	\$0.00	\$0.00
Gartner Summit Ticket		2	TBD	01-JAN-2019	31-DEC-2019	\$0.00	\$0.00
				Term Total	(Excluding applicable taxes)		\$149,400.00
Executive Programs Leadership Team	Leader	1	CIO	01-JAN-2020	31-DEC-2020	\$84,000.00	\$84,000.00
Executive Programs Leadership Team	Delegate Leader	1	TBD	01-JAN-2020	31-DEC-2020	\$44,000.00	\$44,000.00
IT Leadership Team	Essentials Member	3	TBD	01-JAN-2020	31-DEC-2020	\$26,400.00	\$26,400.00
IT News and Insight from Gartner	Reference	5	TBD	01-JAN-2020	31-DEC-2020	\$0.00	\$0.00
				Term Total	(Excluding applicable taxes)		\$154,400.00
Executive Programs Leadership Team	Leader	1	CIO	01-JAN-2021	31-DEC-2021	\$88,200.00	\$88,200.00
Executive Programs Leadership Team	Delegate Leader	1	TBD	01-JAN-2021	31-DEC-2021	\$46,200.00	\$46,200.00
IT Leadership Team	Essentials Member	3	TBD	01-JAN-2021	31-DEC-2021	\$27,720.00	\$27,720.00
IT News and Insight from Gartner	Reference	5	TBD	01-JAN-2021	31-DEC-2021	\$0.00	\$0.00
				Term Total	(Excluding applicable taxes)		\$162,120.00

The pricing listed for the period of performance of 01-JAN-2021 through 31-DEC-2021 pricing is illustrative; actual pricing will be consistent with the pricing structure referenced in Article 4, Fees and Payments, of this Contract.

Additional Services	
<u>Item</u>	<u>Cost Per Unit Price</u>
Symposium Ticket	\$4,600
Summit Ticket (BI, Data Center, Security, or Apps)	\$3,150
Summit Ticket (excludes BI, Data Center, Security, and Apps)	\$2,650
Catalyst Ticket	\$3,150
Strategic Advisory Services Remote Advisory Services (half-day)	\$7,700
Strategic Advisory Services Internal Advisory Session (half-day)	\$15,700

Exhibit F
Usage Guidelines for Gartner Services

Gartner Usage Policy

Updated
13 April 2018

Welcome to Gartner!

Thank you for purchasing a License to Gartner Research. We've created this Gartner Usage Policy (formerly the Usage Guidelines for Gartner Services) especially for you, the Licensed User. By continuing to use and access this website, you agree to this new title. Through easy to understand rules and practical scenarios, the Gartner Usage Policy is intended to help you use the Gartner Services within your contractual entitlements; and also get the most value from your Gartner relationship.

This **Gartner Usage Policy** is intended to address the following areas:

- Research Documents for Internal Use (within your company)
- Research Documents for External Use (outside your company)
- Inquiry
- Usernames & Passwords

Baseline License: This Gartner Usage Policy constitutes a baseline license that is generally applicable to Licensed Users who have purchased a subscription to Gartner Services. Where a specific Gartner product offering includes entitlements that are different from the baseline license, the terms of that product offering will apply. Gartner reserves the right to periodically update this Gartner Usage Policy.

Product Specific Usage: As the Gartner product portfolio continues to expand, even baseline usage parameters may slightly vary by the type of Service the client has purchased. If a Licensed User is unclear as to how a usage parameter in this Gartner Usage Policy applies to the Service they have purchased, they should contact their Account Executive for further guidance.

Monitoring of Usage: Please note that Gartner monitors activity on our web site, including use of our Services by Licensed Users. If we see indications that our Services are being used outside of this Gartner Usage Policy, we may contact your organization and ask you to investigate your use of the Services and provide us with information to validate that the Services are being used within your contractual entitlement. In the event of non-compliance, Gartner will issue notice of such non-compliance to client organization. Following receipt of such notice, client organization will have 30 days to correct the non-compliance. In the event client organization fails to correct the non-compliance, Gartner reserves the right at its sole discretion to either terminate (or limit access to) the Services or terminate the Service Agreement in its entirety. If you wish to view the practical scenarios, you may do so at [Gartner Usage Policy](#). Gartner reserves the right to periodically update the practical scenarios to address client feedback and business needs. For any questions, contact usage.guidance@gartner.com.

This Gartner Usage Policy constitutes a baseline license that is generally applicable to Licensed Users who have purchased a subscription to Gartner Services. Where a specific Gartner product offering includes entitlements that are different from the baseline license, the terms of that product offering will apply. Gartner reserves the right to periodically update this Gartner Usage Policy. 2018 Gartner, Inc. and/or its Affiliates. All Rights Reserved. Update: 13-APRIL-2018

Research Documents – Internal Use (within your company)

I. While Gartner owns all right, title and interest in the Gartner Research, we are licensing it to you, the Licensed User, under the following conditions:

➤ AS A LICENSED USER, YOU MAY USE THE GARTNER RESEARCH IN THE FOLLOWING WAYS:

1. YOU MAY OPEN IT: You may open as many Gartner Research documents as you like under the terms of your license, provided that such opening is: (i) for your personal use, (ii) within your job, and (iii) within the scope of your Services; and meets the CONDITIONS set forth below.
2. YOU MAY PRINT IT: You may print a Gartner Research document for your personal use in your job role, but not for sharing with any third party either inside or outside the organization, provided that such printing is: (i) for your personal use, (ii) within your job, and (iii) within the scope of your Service; and meets the CONDITIONS set forth below.
3. YOU MAY SHARE IT: You may share an excerpted or derivative version of the Gartner Research (see below), but not the entire Gartner Research document, so long as such sharing is (i) internal within your organization, (ii) in support of your job role; and meets the CONDITIONS set forth below.

CONDITIONS

- a. It is not done on a systematic or routine basis (e.g., by a Licensed User who consistently distributes a periodic summary or excerpt of Gartner Research or who leverages a company business process that allows non-Users to routinely approach the Licensed User to meet their Gartner Research needs);
- b. It is limited to an internal audience only of no more than 15 people; and
- c. It is not done with the intent or effect of avoiding the purchase of additional User licenses.

The following uses constitute ACCEPTABLE SHARING of Gartner Research:

- EXCERPTED USE: You may include a small excerpt of Gartner Research (e.g., a few lines of text not to exceed 5 sentences, a paragraph, or a specific graphic) in an internal report or presentation (attributing Gartner as the source).
- DERIVATE USE: You may briefly summarize the Gartner Research in your own words for your project team or senior-level decision makers (attributing Gartner as the source).

The following uses constitute UNACCEPTABLE SHARING of Gartner Research:

- You may not share Gartner Research in either printed or electronic format with any third party individual either internal or external to your organization.
- You may not share Gartner Research with any third party groups either internal or external to your organization via email, intranet posting, or other information storage & retrieval systems.

II. Because Information Technology is rapidly evolving and changing, Gartner Research should only be relied on as of a certain date and time:

➤ AS A LICENSED USER, ONCE YOUR LICENSE TERM HAS ENDED, YOU MUST ADHERE TO THE FOLLOWING RULES:

1. You must delete all soft copies of Gartner Research documents from your internal system. Storing Gartner Research is prohibited.
2. You must destroy all printed copies of Gartner Research documents.

REMINDER: This is a baseline license that may vary depending on your purchased product. [Click here](#) for further guidance.

This Gartner Usage Policy constitutes a baseline license that is generally applicable to Licensed Users who have purchased a subscription to Gartner Services. Where a specific Gartner product offering includes entitlements that are different from the baseline license, the terms of that product offering will apply. Gartner reserves the right to periodically update this Gartner Usage Policy. 2018 Gartner, Inc. and/or its Affiliates. All Rights Reserved. Update: 13-APRIL-2018

Research Documents - External Use (outside your company)

We welcome you, the Licensed User, to open as many Gartner Research documents as you like: for your personal use within your job and within the scope of your Service.

Gartner Research documents cannot be shared (a) outside your company, or (b) via email, internet posting, or other external information storage & retrieval systems.

If your job role requires you to share Gartner Research outside of your company, you may:

- Excerpt or reference with prior written approval from quote.requests@gartner.com and in compliance with the Gartner [Copyright & Quote Policy](#).
- Purchase a Reprint License for External Use. [Click here](#) for more information on Reprint Licenses.

REMINDER: This is a baseline license that may vary depending on your purchased product. [Click here](#) for further guidance.

This Gartner Usage Policy constitutes a baseline license that is generally applicable to Licensed Users who have purchased a subscription to Gartner Services. Where a specific Gartner product offering includes entitlements that are different from the baseline license, the terms of that product offering will apply. Gartner reserves the right to periodically update this Gartner Usage Policy. 2018 Gartner, Inc. and/or its Affiliates. All Rights Reserved. Update: 13-APRIL-2018

Inquiry

We welcome you to call us if you are a Gartner Licensed User with Inquiry Service.

You may use our Inquiry sessions (or Written Responses, as applicable and approved) to discuss:

- Key questions or decisions you are facing
- Interpretation of Gartner Research
- Document reviews of business-related documents (up to twenty (20) pages max including its attachments)
- Contract reviews for technology purchases such as IT outsourcing contracts (up to twenty (20) pages max per contract including its attachments)

NOTE: Non-Users, inside or outside the Client company, may not participate on Inquiry sessions or receive copies of Written Responses. For the avoidance of doubt, "participate" in this context means Non-Users:

- May not physically attend an Inquiry session
- May not listen in to an Inquiry session

Inquiry entitlements beyond the baseline service described hereunder may vary by service purchased. For additional guidance on your service-specific entitlements, please consult your account representative.

REMINDER: This is a baseline license that may vary depending on your purchased product. [Click here](#) for further guidance.

This Gartner Usage Policy constitutes a baseline license that is generally applicable to Licensed Users who have purchased a subscription to Gartner Services. Where a specific Gartner product offering includes entitlements that are different from the baseline license, the terms of that product offering will apply. Gartner reserves the right to periodically update this Gartner Usage Policy. 2018 Gartner, Inc. and/or its Affiliates. All Rights Reserved. Update: 13-APRIL-2018

Username & Passwords

As a Licensed User, you will receive a unique Username and Password, which is for your personal use only, and may not be shared inside or outside your company.

There are two exceptions where your Username and Password may be reassigned to another within your company:

- If your job responsibilities substantially change so that you no longer require access to the Gartner Services; or
- If you permanently leave your company.

NOTE: When your company substitutes a Licensed User, the new Licensed User must be located in the same country as the original Licensed User. Where not possible, please consult your Account Executive for an appropriate solution.

NOTE: When your company designates Licensed Users based in the United States, your company acknowledges and agrees that those licenses are offered, sold, provided and serviced solely by Gartner, Inc.

NOTE: In situations where your company desires to assign a license to a contractor/sub-contractor

- The contractor must be a full-time equivalent, meaning they have a company assigned email address, company business cards and function for all intents and purposes as a full-time employee (as opposed to a temporary contractor for a discrete term);
- Company must contractually agree to pass on to contractor the Gartner Usage Policy and to be liable in the event of any misuse or non-compliance with the Services;
- Contractor must agree to only use the Services for your company (i.e., the company that issued the license);
- In no instance is it ever acceptable for a Licensed User to share their Username and Password with the contractor; and
- Upon termination of the contractor's service term with your company please arrange to reassign the User License to another within your company per Gartner Usage Policy referenced above.

REMINDER: This is a baseline license that may vary depending on your purchased product. [Click here](#) for further guidance.

This Gartner Usage Policy constitutes a baseline license that is generally applicable to Licensed Users who have purchased a subscription to Gartner Services. Where a specific Gartner product offering includes entitlements that are different from the baseline license, the terms of that product offering will apply. Gartner reserves the right to periodically update this Gartner Usage Policy. 2018 Gartner, Inc. and/or its Affiliates. All Rights Reserved. Update: 13-APRIL-2018