

Hillsborough County Aviation Authority

Support Services and Spare Parts Contract for IER 720 Skylane and Shuttle Lobby
Application

COMPANY: IER, Inc

TABLE OF CONTENTS

| | |
|---|---|
| ARTICLE 1 CONTRACT | 3 |
| ARTICLE 2 SCOPE OF WORK | 5 |
| ARTICLE 3 TERM | 8 |
| ARTICLE 4 PAYMENTS | 8 |
| ARTICLE 5 TAXES | 10 |
| ARTICLE 6 NON-EXCLUSIVE | 10 |
| ARTICLE 7 ACCOUNTING RECORDS AND AUDIT REQUIREMENTS | 10 |
| ARTICLE 8 INSURANCE | 11 |
| ARTICLE 9 NON-DISCRIMINATION | 13 |
| ARTICLE 10 AUTHORITY APPROVALS | 16 |
| ARTICLE 11 DATA SECURITY | 16 |
| ARTICLE 12 COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES | 17 |
| ARTICLE 13 COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW | 17 |
| ARTICLE 14 NOTICES AND COMMUNICATIONS | 18 |
| ARTICLE 15 SUBORDINATION OF AGREEMENT | 19 |
| ARTICLE 16 SUBORDINATION TO TRUST AGREEMENT | 19 |
| ARTICLE 17 SECURITY BADGING | 19 |
| ARTICLE 18 VENUE | 20 |
| ARTICLE 19 PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES | 20 |
| ARTICLE 20 RELATIONSHIP OF THE PARTIES | 21 |
| ARTICLE 21 RIGHT TO AMEND | 21 |
| ARTICLE 22 FAA APPROVAL | 21 |
| ARTICLE 23 AGENT FOR SERVICE OF PROCESS | 21 |
| ARTICLE 24 INVALIDITY OF CLAUSES | 22 |
| ARTICLE 25 SEVERABILITY | 22 |
| ARTICLE 26 HEADINGS | 22 |
| ARTICLE 27 COMPLETE CONTRACT | 22 |
| ARTICLE 28 MISCELLANEOUS | 23 |
| ARTICLE 29 ORGANIZATION AND AUTHORITY TO ENTER INTO CONTRACT | 23 |
| ARTICLE 30 OWNERSHIP OF DOCUMENTS | 23 |
| ARTICLE 31 INDEMNIFICATION | 23 |
| EXHIBIT A | IER END USER LICENSING AGREEMENT |
| EXHIBIT B | WORK PLAN TEMPLATE |
| EXHIBIT C | AUTHORITY POLICY P412, TRAVEL AND BUSINESS DEVELOPMENT EXPENSES |
| EXHIBIT D | SCRUTINIZED COMPANY CERTIFICATION |

HILLSBOROUGH COUNTY AVIATION AUTHORITY

This Contract for Support Services and supply of Spare Parts for IER 720 Skylane and Shuttle Lobby Application (hereinafter referred to as Contract) is made and entered into this ____ day of May 2021 between the Hillsborough County Aviation Authority, a public body corporate 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 IER, Inc, a Texas 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. **Accounts Payable:** The unit within Authority Finance Department that deals with accounts payable.

- B. **Airport:** Tampa International Airport.

- 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. **Contract:** refers to this Contract, including exhibits, work plans, and any subsequent amendments thereto.

- G. **Enhancement:** any modification or addition that, when made or added to the Licensed Program, materially changes its utility, efficiency, functional capability, or application, but that does not constitute solely an error correction. Enhancements may be designated by Company as minor or major, depending on the Company's assessment of their value.

- H. **FAA:** The U.S. Department of Transportation Federal Aviation Administration or any successor thereto.
- I. **Hardware Warranty:** means the warranty provided for equipment when purchased from Company.
- J. **ITS:** Authority Information Technology Services Department.
- K. **Service:** Software Maintenance and support services related to the IER 720 Skylane and Shuttle Lobby Application, and the supply of spare parts, on an as needed basis.
- L. **Software Maintenance:** means support as defined in Exhibit A, IER’s End User Software License Agreement (EULA) for the correction of software bugs per the specification. Software Maintenance for the Shuttle lobby Application is provided Monday-Friday during normal business hours (8 am to 5 pm US Mountain Time)
- M. **Spare Part:** means a locally stored spare part under the control of the Airport for use by its staff to replace a defective part. IER will supply spare parts to the Authority on receipt of a Purchase Order to be accepted by IER, at the agreed price.
- N. **Specification:** means software features, functions and user cases described in document “Tampa Terminal Access Project Implementation_5_18_2020_V2.6.docx”
- O. **Support Service:** means the Hardware and Software support and maintenance services provided by Company.
- P. **Term:** commences upon the Effective Date and will continue for a period of five (5) years.
- 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 and agreement of IER the Exhibits may be modified from time to time by letter to Company without formal amendment to this Contract.

- A. Exhibit A, IER End User Licensing Agreement (EULA)
- B. Exhibit B, Work Plan Template
- C. Exhibit C, Authority Policy P412, Travel and Business Development Expenses
- D. Exhibit D, Scrutinized Company Certification

ARTICLE 2

SCOPE OF WORK

2.01 Company agrees to provide Software Maintenance in accordance with Exhibit A, IER End User License Agreement. Unless otherwise agreed upon, IER will not perform any On-site service.

2.02 Work Plan

- A. Without invalidating this Contract, Authority may, at any time, order additions, deletions or revisions to the Services authorized and may purchase spare parts, software upgrades and annual support only by written Work Plan. Prior to the onset of any Services to be performed, Company and Authority will outline each task involved, establish a schedule for completing the task, detail the associated costs, and include the titles and responsibilities of the personnel required for the tasks in a work plan, as shown in Exhibit B, Work Plan. The Work Plan schedule may go beyond the termination date of this Contract, if necessary to complete the required tasks. Company will use its best efforts to ensure that each Work Plan is completed on budget and on time according to the agreed upon schedule.

Any request for Services unrelated to the support of the Shuttle Lobby Application or the purchase of spare parts, shall be subject to an amendment of the Contract, in order to detail the contractual impacts if such modification in particular on the financial conditions, deadlines or other.

- B. Company will only begin Services upon execution of the Work Plan by Company and Authority. All such Services will be executed under the applicable conditions of this Contract. No Services will be paid for unless authorized by written Work Plan prior to the performance of such Services.
- C. Upon execution of the Work Plan, the Authority will issue a Purchase Order to Company to perform the specific items agreed to in the Work Plan. The Authority Vice President of Information Technology Services or designee will have the authority to execute any Work Plan on behalf of the Authority consistent with the terms of this Contract. No Services will be initiated by Company until Company receives the Purchase Order which will include the final agreed upon Work Plan.

2.03 Spare Parts

- A. Spare parts will be purchased by the Authority on an as needed basis.
- B. Delivery includes i) making the Spare Part available for the carrier on Company's premises, even if Company takes care of the transport. In the event of obvious damage, the Authority must make any reservations to the carrier in the legal forms and time limits

The delivery date is the date specified in the Purchase Order receipt acknowledgement or, failing that, in the special terms and conditions agreed by the Parties. The delivery shall begin upon Purchase Order receipt acknowledgement. The Delivery lead time is in working days, excluding long public holiday weekends and transportation times, and is in working hours if given in hours. The Delivery time is approximate and may be modified by Company in the event of circumstances beyond the reasonable control of Company. A delay in Delivery may give rise to neither Order nor Agreement cancellation nor to damages or penalties.

- C. The Authority must notify Company of any apparent non-conformity of the Spare Parts within 30- days of delivery, which Company shall remedy under the terms of warranty. The Authority may not impose upon Company, in order to defer or be exonerated from performance of his contractual obligations, any receipt or acceptance procedure for Spare Parts that has not been covered in an acceptance specification approved in advance by Company. In all circumstances, factory acceptance by the Authority or putting the Spare Parts into operation or its alteration or processing by the Authority constitutes unconditional acceptance of the Spare Parts

Notwithstanding transfer of risk to the Authority on the delivery date, Company shall retain title of the Spare Parts sold until actual payment of the full price and any incidentals. The claim shall ipso jure cancel the sale, with Company keeping any deposit paid as initial damages. Company can claim any Spare Parts of the same kind and quality as the unpaid Spare Parts.

2.04 Spare Parts Warranty Conditions

For clarification purposes, the purchase of the Kiosks and e-gates manufactured by IER was made between Convergent Technologies and the Authority. Warranty conditions were pass through to the Authority.

Kiosks were purchased with a 1 year parts warranty and e-gates were purchased with a 5 year parts warranty. Warranty is effective on installation date or 180 days after shipment whichever is earlier.

- A. Company guarantees that its products conform to the manufacturer's specifications and will be free of material and workmanship defects. Should any defect occur, Company will at its own discretion correct, replace or reimburse the defective spare part subject to the following conditions:
- B. Spare Parts are warrant for a period of 90 days as from delivery date.
- C. Except as agreed by IER, for spare parts warranty applies to return of the defective spare parts. The place of return will be provided to the Authority when the Authority asks Company for returning the defective spare part. Any return of defective spare parts shall be agreed by company before any shipment.
- D. Shipment of the defective spare parts to the Company's workshop shall be the responsibility of the Authority.
- E. Return shipment to Authority shall be the responsibility of Company.

This clause apply to the spare parts purchases alone and does not apply to spare parts changed within the warranty attached to the Kiosk and gates.

- F. Warranty exclusion
 - i. Repair of equipment with no fault found. In that case, Company will charge for return shipping costs.
 - ii. Level One and two Maintenance activities.
 - Level One Maintenance is a task, which can be performed without the replacement of a part or subassembly, and includes loading paper, clearing a jam, rebooting the device or routine cleaning.
 - iii. On site intervention;
 - Repair of equipment considered dirty or being beyond economical repair in compliance with common practice including in terms of preventative maintenance.
 - Repair of spare parts returned with parts missing, equipment subject to attempted repairs by a third party or equipment not used according to Company specifications.
 - Spare parts used with non-Company parts or non-Company consumables.
 - iv. Damage (intentional, not intentional or act of God) & abuse

- v. For spare parts presenting any of the conditions described above, Company shall draw up a separate estimate based upon Company's then current price list and labor rate subject to the Authority's approval.
- vi. Any refurbishment or retrofit of the equipment.
- vii. Technical Consumables (batteries, thermal heads, magnetic heads, ribbons, etc.)
- viii. Shipping costs to the Company repair center.
- ix. Clearance and other administrative fees.

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 upon the Effective Date and will continue for a period of five (5) years unless terminated earlier as provided herein.

3.03 Early Termination

Either Party may terminate this Contract, without cause, by giving thirty (30) days written notice to the other Party. However, Parties may not cancel this Contract, without the other Party approval, until all existing Work Plans are completed, unless required by legal or ethical rules.

Purchase Order of spare parts cannot be cancelled except with the prior approval of Company. In any case all spare parts already shipped will be delivered and paid by the Authority.

ARTICLE 4

PAYMENTS

4.01 Payment

- A. The amounts paid under this Contract shall not exceed \$505,500.

- B. Software Maintenance and Support fees, as set out in the Work Plan for Software Maintenance and Support, shall be billed by Company and payable by the Authority annually in advance.
- C. Spare Parts price: prices are valid for the period specified in Company's quote.

4.02 Invoices

Any 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, 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 for all services rendered up to the effective date of termination, including any spare parts already shipped by Company; however, in no event shall Company be entitled to any damages or remedies for wrongful termination. Any prepaid amount will be kept by Company.

4.05 Prompt Payment

Company must pay any of its subcontractor(s) who have submitted verified invoices for work already performed within forty-five (45) calendar days as from the issuance date of the invoice. 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 Services furnished and work done 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

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 7

ACCOUNTING RECORDS AND AUDIT REQUIREMENTS

7.01 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.

7.02 Financial Reports

Company will submit all financial reports required by Authority, in the form and within the reasonable time period required by Authority.

7.03 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.

To the extent that no confidential obligation applies and if it is necessary for the audit, 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, the Company may provide the records necessary to accomplish the engagement in electronic format. In the event Company maintains its accounting or Contract information in electronic format, 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, sub consultants, and subcontractors, and to make photocopies of records as needed except if such information are covered by confidentiality commitment to the extent allowed by law.

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, if Company does not perform its obligations under this section after 3 days following the receipt of a prior written notice from the Authority 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.

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 8

INSURANCE

8.01 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.

8.02 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 Services 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. 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 |
|---|-------------|

C. Cyber Liability & Data Storage

Company shall purchase and maintain, throughout the life of this Contract, Cyber Liability Insurance which will be used for damages resulting from any claim arising out of network security breaches and unauthorized disclosure or use of information. Such Cyber Liability coverage shall also include coverage for “Event Management,” including, but not limited to, costs and expenses relating to notifying effected customers/users of security breach, providing credit monitoring services, computer forensics costs, and public relations expenses, resulting from a breach of security or other compromising release of private data.

The minimum limits of liability shall be:

| | |
|---------------------------|-------------|
| Each Occurrence | \$5,000,000 |
| Annual Aggregate | \$5,000,000 |
| Event Management Expenses | \$5,000,000 |

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of Services provided and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

D. 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.

8.03 Conditions of Acceptance

The insurance maintained by Company must reasonable conform at all times with the Authority’s Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time, and is posted on the Authority website at www.TampaAirport.com > Learn about TPA > Airport Business > Procurement > Additional Supplier Resources – Contractual Insurance Terms and Conditions.

ARTICLE 9

NON-DISCRIMINATION

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

9.01 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.

9.02 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).

9.03 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.

9.04 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 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.

9.05 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.

9.06 Company will include the provisions of Paragraphs 9.01 through 9.05 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.

- 9.07 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 10

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 11

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 12

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, Authority 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 13

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 SUPPLEMENTAL 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 14

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)

IER INC.
 1000 INDUSTRIAL PARK ROAD
 BELTON, TX 76513
 ATTN: GENERAL MANAGER

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)

IER INC.
 1000 INDUSTRIAL PARK ROAD
 BELTON, TX 76513
 ATTN: GENERAL MANAGER

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 15

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 16

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 17

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 (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 18

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 19

PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

Company is required to complete Exhibit D, Scrutinized Company Certification, at the time this Contract is executed and to complete a new Exhibit D for each renewal option period, if any.

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 20

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 21

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 22

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 23

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 24

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 25

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 26

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 27

COMPLETE CONTRACT

This Contract represents the complete understanding between the Parties, and any prior contracts, agreements 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 28

MISCELLANEOUS

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

ARTICLE 29

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 30

OWNERSHIP OF DOCUMENTS

All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form or characteristics made by Company or its employees incident to, or in the course of, Services to Authority, will be and remain the property of Authority.

ARTICLE 31

INDEMNIFICATION

- A. To the maximum extent permitted by Florida law, in addition to Company's obligation to provide, pay for and maintain insurance as set forth elsewhere in this Contract, Company will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all direct liabilities, suits, claims, direct expenses, direct losses, direct costs, royalties, fines and damages (including but not limited to claims for reasonable attorney's fees and court costs) caused in whole or in part by the:
1. Presence on, use or occupancy of Authority property;

2. Acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;
3. Any breach of the terms of this Contract;
4. Performance, non-performance or purported performance of this Contract;
5. Violation of any law, regulation, rule or ordinance;
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
7. Contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant;

of or by Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person whether the direct liability, suit, claim, direct expense, direct loss, direct cost, fine or direct damages is caused in part by an indemnified party.

- B. In addition to the duty to indemnify and hold harmless, Company will have the separate and independent duty to defend Authority, its members, officers, agents, employees, and volunteers from all suits, claims or actions of any nature seeking damages, equitable or injunctive relief expenses, losses, costs, royalties, fines or attorney's fees in the event the suit, claim, or action of any nature arises in whole or in part from the:
1. Presence on, use or occupancy of Authority property;
 2. Acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;
 3. Any breach of the terms of this Contract;
 4. Performance, non-performance or purported performance of this Contract;
 5. Violation of any law, regulation, rule or ordinance;
 6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights;
 7. Contamination of the soil, groundwater, surface water, stormwater, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection agency or other regulatory agency to be an environmental contaminant;
 8. of or by Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company regardless of whether it is caused in part by Authority, its members, officers, agents, employees, or volunteers. This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature to Company by a party entitled to a defense hereunder.

- C. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then with respect to the part so limited, Company agrees to the following: To the maximum extent permitted by Florida law, Company will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, direct damages, direct losses, and direct costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Company and persons employed or utilized by Company in the performance of this Contract within the limit indicated in D.
- D. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statute § 725.06 (1) or any other applicable law, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the (i) monetary value of this Contract. Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under this Contract.
Under no circumstances shall Company be bound to compensate incidental or consequential or indirect or punitive damage, or operating losses, lost profits, data loss, loss of image, lost business, or loss of earnings.
- E. Company's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Contract until it is determined by final judgment that any suit, claim or other action against Authority, its members, officers, agents, employees, and volunteers its fully and finally barred by the applicable statute of limitations or repose.
- F. Nothing in this Article will be construed as a waiver of any immunity from or limitation of liability Authority, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.
- G. Authority and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving Company of any of its obligations under this Article.
- H. If the above Articles A - G or any part of Articles A – G are deemed to conflict in any way with any law, the Article or part of the Article will be considered modified by such law to remedy the conflict.

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this _____ day of _____, 2021.

ATTEST

**HILLSBOROUGH COUNTY AVIATION
AUTHORITY**

ATTEST: _____
<Jane Castor>, Secretary

BY: _____
<Gary W. Harrod>, 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: _____
<Elita McMillon>, Assistant General Counsel

HILLSBOROUGH COUNTY AVIATION AUTHORITY
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me, by means of physical presence or online authorization, this ____ day of _____, 2021, by _____, in the capacity of Chairman of the Board of Directors, and _____, in the capacity of Secretary of the Board of Directors, HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida, on its behalf.

Stamp or Seal of Notary

Signature of Notary

Print, Type, or Stamp Commissioned Name of Notary

Personally Known ____ OR Produced Identification ____

Type of Identification Produced:

IER, Inc.

Signed in the Presence of:

BY:

Signature

Witness

Title

Printed Name

Printed Name

Printed Address

Witness

City/State/Zip

Printed Name

IER, Inc.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online authorization,

this ____ day of _____ 2021 by _____, as _____

(Name of person)

(Type of authority)

for _____

(Name of party on behalf of whom contract was executed)

Stamp or Seal of Notary

Signature of Notary

Print, Type, or Stamp Commissioned Name of Notary

Personally Known ____ OR Produced Identification ____

Type of Identification Produced:

EXHIBIT A: IER END USER LICENSING AGREEMENT

1. SCOPE

This EULA constitutes a legal agreement between your company (“Customer”) and IER for the license from IER of software owned by IER or specific software development performed by IER or for which IER has license rights (“Software”).

The Software provided will be as described in its technical documentation provided by IER, as updated from time to time (hereinafter “the Specification”) to ensure it meets Specification requirements at least annually.

The license of the Software does not imply any transfer of ownership but means license to Customer to install (including to have it installed for its own account by other persons), and use the Software under this EULA. By installing (including letting other persons install it for its own account) and using **the Software**, Customer accepts all terms of the EULA.

Any third party software (“Third Party Software”) provided with the Software (e.g. Windows, Symantec, or software dealing with operating systems, firewalls and antivirus etc.) is governed by the applicable original editor’s sublicense to End-User and by IER’s limitation of liability defined in clause 7 below, or, if the sublicense is not signed by Customer, is governed by this EULA. However, in all cases, for Third Party Software, commitments, warranties and liabilities granted by IER to Customer under this EULA may not exceed the commitments, warranties and liabilities granted to IER by the editor or supplier of such Third Party Software.

2. LICENSE

The Software is licensed, not sold. Subject to this EULA and the payment of license fees, IER grants to Customer a personal, non-exclusive and non-transferable license to install and use the Software in object code form and its documentation. The license shall remain in effect until the earliest of a) this EULA is terminated pursuant to clause 11 or b) the hardware product embedding the Software or for which the Software was designed (“Hardware”) ceases being used by the Customer, or c) Maintenance of the Software, as set out in clause 5, is terminated for whatever reason, except as otherwise expressly set out in this EULA.

The license will terminate as of right, forthwith, at the date of occurrence of any event set out in a), b) or c) here above.

The license starts upon the Software’s delivery to Customer. Each Software has a version number: M.m, where both M and m are integer numbers and represent respectively the major and minor version number.

In case Customer wishes to have a new major version of the Software, it shall request a cost estimate for IER and pay the related development fees and possible additional license fees.

3. LICENSE RESTRICTIONS

The license is granted to Customer for the use of the Software by himself and for his needs. Customer shall not sublicense, modify, rent, lend, sell, copy (except for backup purpose in which case the copy shall be marked as such), create derivatives (except if the Software is a Software Development Kit). Customer shall

not attempt, permit or encourage others to attempt to alter, reverse engineer, decompile, disassemble, decipher, decrypt or discover the source code of the Software. Customer shall not translate or adapt the Software, nor attempt to create the source code from the object code of the Software. The Software can solely be licensed through IER, its affiliates or its authorized distributors.

4. SOFTWARE WARRANTY

IER warrants for 90 days from the first delivery of the Software to Customer (the “Warranty Period”) that (a) the Software is properly recorded on the media provided and (b) there is no defect in the Software that causes it not to operate substantially in accordance with the Specification (hereinafter “Defect”).

The warranty applies to Defects reproducible in IER’s laboratories. During the Warranty Period Customer shall provide IER with a report detailing the Defect and means of its reproduction. The warranty does not apply in cases where, without limitation, (a) the Software has been altered, except by IER, or (b) the Software has not been installed, configured, used, or maintained in accordance with IER’s instructions, or (c) the Defect is due to any breach by Customer of the EULA or applicable documents, or (d) the Defect is due to a good faith interpretation by IER of a standard (e.g. IATA Recommend Practices), if such standard was, at the date of development of the Software, eligible to contradictory interpretations, or (e) the Defect is due to accidental causes or negligence, or (f) the Defect is due to use of non IER part in hardware product, or (g) the license fees are unpaid, or (h) the Defect is due to the Operating Environment of the Software, as the compatibility between the Software and the Operating environment is the Customer’s responsibility.

Customer’s exclusive remedy and IER and its suppliers’ sole liability under this warranty are the correction of the Defect by any mean as IER deems appropriate, including intervention at the site where the Software is in use. Interventions under warranty shall not extend the Warranty Period. Any intervention at a site other than where the Software is used, or for a Defect excluded from the warranty shall be invoiced to Customer at the current rate at the date of the intervention. IER provides no warranty of any kind whatsoever other than those set out in this article. In particular, but not limited to, IER does not warrant that the operation of the Software will be uninterrupted, without problems or error free; nor does IER warrant the merchantability of the Software, its fitness for a particular purpose or the absence of any hidden defect.

5. MAINTENANCE-SUPPORT

The license implies the commitment of the Customer to order to IER maintenance of the Software for the duration of the license (“Software Maintenance”).

The initial duration of the Software Maintenance is set out in the applicable Special Terms (hereinafter “the Initial Period”).

Beyond the Initial Period, the Maintenance may be renewed on an annual basis, unless terminated by either party by written notice to the other party, within 60 days in advance before the anniversary date of the anniversary Date of the Contract.

Termination shall be effective at the anniversary date of the Maintenance Effective date. Termination by the Customer according to this paragraph shall entail, as of right, termination of the Software License applicable to the Software which was the subject matter of the terminated Maintenance.

Termination by IER according to this paragraph shall not entail termination of such Software License.

Initial Period

Software Maintenance shall become effective upon the receipt of Customer order for Maintenance (“the Maintenance Effective Date”), and shall remain into force until the earliest of i) the related maintenance fees ceased being paid for by Customer, or ii) the Maintenance Agreement is otherwise terminated in accordance with its terms or iii) this EULA is terminated for whatever reason.

The Software Maintenance is specific to one major version of the Software. Maintenance shall be provided by IER subject to Customer having paid the Maintenance fees. Maintenance shall not apply to the Operating Environment or to the Third Party Software. Maintenance includes the provision of “Software Update” which consists in the release of new version(s) of the Software following a bug correction.

Customer shall deploy the Software Update forthwith upon release by IER, otherwise IER may terminate the Maintenance, and shall not incur any liability to Customer for such advanced termination. If the Software Update requires change of Customer Operating Environment, such change shall be at Customer costs. Software Maintenance includes detection and correction of Defects. IER shall use all its reasonable efforts to correct the Defects. Such Defects have to be previously qualified by IER as such and must be reproducible in IER’s laboratories.

Customer shall be responsible for providing Level 1 support, which consists in attempting to identify the cause for the Defect, qualifying the severity of the issue, reproducing the Defect and attempting to resolve or circumvent it. Failing resolution of the Defect at Level 1, Customer’s call center will be entitled to contact IER for Level 2 maintenance, and IER shall provide commercially reasonable efforts to provide resolution to all submitted Defects in a timely manner.

Level 2 maintenance will be provided in IER’s laboratories, on working days and during working hours, from 8.00am to 5.00pm US Mountain Time. Customer shall appoint amongst its staff one qualified and trained employee (“Manager”) as its representative, whose role is to: (a) be the sole point of contact of IER; (b) understand and maintain knowledge of the Operating Environment, its evolutions and issues linked to the Software; (c) analyze the problems; (d) collect the elements for analysis and correction of the problem by IER; (e) draft and transmit to IER a report detailing the problem; (f) release, if relevant, changes in Customer organization. The Manager shall have access to all Software Updates and have a personal license to install and use the Software according to this EULA; the Manager shall be the only person able to submit a request for the Defect resolution after unsuccessful performance of Level 1 support.

If during Software Maintenance, IER finds that the issue does not fall exclusively under its responsibility, or falls within the cases set out in clause 4, items a) to h) above, which are excluded from the scope of Maintenance, IER may invoice the Customer for the time and material spent. For the problem correction, Customer authorizes IER to use, at no cost, the hardware product and operational environment. IER may retain any sub-contractor of its choice to perform the Maintenance.

6. CHARGES–PAYMENT

License and Maintenance Charges Sales tax and any other taxes, including withholding taxes payable in Customer’s country, shall be chargeable, if applicable, so that the revenue made by the Supplier is net. Invoices shall be payable by check or bank transfer in USD.

All payment shall be made within 30 days net date of invoice. Payments shall not be delayed, even in case of dispute. In case of default of payment at due date, IER shall be entitled to suspend performance of all pending obligations and services, including under warranty and maintenance, in addition to IER's other rights under this EULA and any applicable law.

License fees are invoiced upon delivery of the Software.

Maintenance fees are invoiced annually in advance, for the first time on the effective date of the Software Maintenance, thereafter on each anniversary date of Maintenance Effective Date. At the end of the Initial Period of the Software Maintenance, Maintenance fees may be revised every year on the anniversary date of the Maintenance in accordance to the Producers Price Index (PPI) Software Publishers: Software Maintenance, Technical Support, and Other Services Related to Software Publishing (PCU511210511210504)

Should above indices no longer be published, the parties will apply the replacing index, and if no other replacement index is published, choose a similar index. Adjustments to annual Maintenance Fees shall not increase more than 3% annually.

7. LIMITATION OF LIABILITIES

Customer is responsible for choosing the Software and the Maintenance services best suited to its needs. Customer shall undertake all measures to ensure a good usage of the Software. In particular, Customer shall: (a) have qualified personnel in its organization or in any other company authorized by Customer to implement, administer, deploy the Software in Customer's environment, set support and maintenance if necessary; (b) develop and implement appropriate operating procedures, perform sufficient operational verifications, define the configuration of the Software for its usage; (c) provide replacement recovery plan in case of Software's breakdowns; (d) protect itself against any risks of loss of data and files; (e) implement and maintain up-to-date antivirus and firewalls; (f) communicate immediately to IER any problem, during the Warranty Period or the Maintenance Agreement, if any; and (g) check and ensure that the operating environment conforms at all times to the documentation. Customer expressly recognizes that in the current state of technology, it is impossible for IER to warrant the Software will operate without discontinuity or problem. It is therefore the responsibility of Customer to take any measure to reduce the detrimental consequences of any incident, malfunction, notably by making the necessary backups.

IER's liability is limited to direct material damage caused to the Customer and arising from misconduct by IER in performing the Agreement. Under no circumstances shall IER be bound to compensate immaterial damage, incidental or consequential damage, or operating losses, lost profits, data loss, loss of image, lost business, or loss of earnings. Except for gross negligence or personal injury, IER's civil liability, taking into account all causes, shall be limited to the price paid by the Customer.

8. CONFIDENTIALITY (SOFTWARE SPECIFICATIONS ONLY)

The Software and its Specification ("Information") shall be considered as confidential. Customer shall not disclose them to any third party except to its employees who have a reasonable need- to-know the Information and are bound to Customer by an undertaking of confidentiality. This article shall apply for the term of the license and for 5 years after its expiration or termination. Customer shall protect Information in

the same manner it protects its own confidential information. Customer shall forthwith inform IER upon learning that a third party is in possession of the Software or uses it in violation of this EULA.

9. AUDIT

At any time, IER may conduct an audit at Customer’s premises to ascertain whether Customer’s use of the Software is in compliance with this EULA. In the event such audit reveals any use of the Software not in compliance with this EULA and/or with any other agreement between IER and Customer, Customer shall reimburse IER for all costs incurred for such audit and any license and/or Maintenance fees owed to IER without prejudice to the right of IER to terminate this EULA in accordance with clause 11 below. If the Customer reimburse IER for all appropriate license and audit cost, IER forgoes the right to terminate the agreement.

10. INTELLECTUAL PROPERTY

IER and its suppliers, retain all right, title and interest, including all copyright and intellectual property rights, in and to, the Software, including of the developments of the Software which are specific to the Customer, whether paid for or not by the Customer, and all copies thereof.

11. TERMINATION

IER shall be entitled to terminate this EULA or the Software Maintenance by registered letter upon 30 days’ notice, in case of default of Customer to comply with any of its obligations. In such case, the license shall forthwith terminate and Customer shall forthwith cease to use the Software, and within ten (10) business days after the effective date of termination, at IER’s discretion, either return or certify in writing to IER the destruction, of all Information including, the copies of the Software and its documentation. In case of termination of the Maintenance Agreement, IER shall be released from any obligation related to Maintenance, warranty, and more generally from any liability regarding the Software. Termination of the license shall entail, as of right, termination of the Maintenance, and both terminations shall have the same effective date.

12. LAW AND JURISDICTION

This EULA and any issues, disputes or claims arising out of or in connection with it (whether contractual or non-contractual in nature such as claims in tort, from breach of statute or regulation or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida, USA.

EXHIBIT A: WORK PLAN TEMPLATE

EXAMPLE ONLY – DO NOT COMPLETE

1. Work Plan No.
2. Project Information :
The information in this section will be completed by Authority.
 - A. Project Title:
 - B. Project Summary
 - i. Project Purpose:
 - ii. Project Description:
 - iii. Project Scope of Work and Deliverables:
3. Schedule and Costs
The information in this section will be completed by Company and approved by Authority prior to performing any work.
 - A. Project Schedule/Timeline (*clearly outline the work and deliverables and the time it will take to complete the work, provide the deliverables and complete the overall project*).
 - B. Total Cost of Project (provide a breakdown of costs in U.S. dollars)
 - C. Reimbursable Costs:

Provide an explanation for all projected reimbursable costs listed in Item B above.

4. Payment Method and Schedule
Payment(s) will be made via <Automated Clearing House (ACH) VIP Supplier / Automated Clearing House (ACH) Standard / ePayables / Purchasing Card (PCard)>. Invoices will be uploaded and submitted to the Authority in Oracle iSupplier.

<insert for projects one month and less>

Projects that are completed within one month or less will be paid in full upon completion of the project by Company and acceptance by Authority.

<insert for projects 30 to 90 days>

Projects with an anticipated duration of less than 90 days will be paid 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.

<insert for projects exceeding 90 days>

Projects with an anticipated duration of more than 90 days will be paid 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.

Company must submit invoices to Authority at the appropriate intervals through Oracle iSupplier. Invoices must include a brief summary report of Company's activities under the Contract during the billing period and supporting documentation for all reimbursable expenses, as applicable.

Acknowledgement of Acceptance

Company agrees and accepts the terms of this Work Plan No. _____ as detailed above.

<COMPANY>:

BY:

Signature of Authorized Official

Printed Name

Title

Date

Hillsborough County Aviation Authority

BY:

Signature of Authorized Official

Printed Name

Title

Date

EXHIBIT C: AUTHORITY POLICY P412, TRAVEL AND BUSINESS DEVELOPMENT EXPENSES

PURPOSE: To establish a policy governing the authorization, approval and allowability of travel, business development, and working meals expenses incurred by Board members, the Chief Executive Officer (CEO), and Authority employees when conducting business on behalf of the Authority.

LEGAL CONSIDERATION: Subject to the provisions of applicable Florida Statutes, 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. The Hillsborough County Aviation Authority Act also authorizes the Authority to “advertise, 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. 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:

I. General:

- A. All Authority travel, business development, and working meals expenses must provide benefit to the Authority. This Policy provides guidance covering key areas related to travel, business development, and working meals expenses. Additional guidance is provided in Authority Standard Procedure S412.01, Reconciliation and Reimbursement of Travel, Business Development, and Working Meals Expenses. All circumstances may not be specifically covered. In these instances, sound judgement should be used and reasonable documentation should be provided to support the circumstance and expense. Any exception to the practices outlined in this Policy will require written approval by the CEO or Executive Vice President (EVP) of Finance and Procurement and must be in compliance with applicable Florida Statutes.
- B. Employees may book their own flight and hotel reservations, or may utilize the Authority’s corporate travel agency. In an effort to find the most economical lodging rates and airfare, the use of third party companies such as Expedia.com, Hotels.com and Travelocity.com may be considered. Other resources such as AirBNB.com, VRBO.com and HomeAway.com may also be used if determined to be the most economical option.
- C. All reservations (hotel, flight, conference, etc.) shall be booked as far in advance as possible to take advantage of discounted rates.
- D. 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 payment of all additional expenses beyond those incurred for Authority business. Reasonably necessary is defined as arriving at the destination no more than 24 hours prior to engaging in Authority business or commencing the return trip within the next day of engaging in Authority business.
- E. Purchases for travel, business development, and working meals should be made using Authority Purchasing Cards (PCard) in accordance with Authority Standard Procedure S410.25, Purchasing Cards. As an alternative, personal credit cards may be used, however, the expense will not be reimbursed until after the trip or event has occurred. The reimbursement request must be submitted within 30 days of the completion of the trip or event.

- F. All individuals traveling on behalf of the Authority may personally retain any points or other benefits generated from Authority travel (i.e frequent flyer mileage or awards from hotel frequent guest programs). However, participation in these programs should not influence airline and hotel selection resulting in higher cost to the Authority.

II. Travel Expenses:

Travel Authorization and Approval:

- A. Board members and Authority employees are authorized to attend training and/or conventions, conferences, board, and committee meetings of professional and/or trade organizations specific to their job requirements as well as other meetings, site visits, or events directly related to their position at the Authority. The CEO will approve the travel for those individuals reporting directly to the CEO. All other employee's travel will be approved by their EVP and/or appropriate level supervisor. Such approval must be made in advance of travel for all Authority employees under the Director level.
- B. Approval of eligible travel expenses is obtained during the expense submittal process as outlined in Authority Standard Procedure S412.01, Reconciliation and Reimbursement of Travel, Business Development, and Working Meals Expenses.
- C. The Authority expects employees to exercise sound prudent business practices when booking travel.

III. Travel by Air Carrier:

- A. Travelers are required to use Coach/Economy cabin fares unless otherwise indicated within this Policy. Factors such as time and productivity of the traveler, cost of transportation, per diem/subsistence costs, cancellation fees, and any additional costs (such as baggage fees) should be considered when making reservations.
- B. If a Board member, the CEO, an EVP, or Vice President (VP) is scheduled to engage in Authority business within 24 hours of arriving at the destination, or commences the return trip within 24 hours of completing Authority business, he/she is permitted to book fares in business class or its equivalent. Business class or equivalent travel by other Authority employees must be approved in writing with justification in advance by the department EVP.
- C. If the primary purpose of the trip is to visit a specific airline, it is acceptable to book a flight on that airline even if the airline does not offer the lowest fare available.
- D. Miscellaneous airline fees including, but not limited to, seat reservation fees, early or preferred boarding, checked baggage fees, airline change fees, and in-flight internet expenses, are allowable if utilized for Authority purposes. Checked baggage fees will be limited to one checked bag, unless supported by adequate business justification.
- E. In the event a flight must be changed for acceptable business reasons, applicable airline fees are allowable expenses under this Policy with adequate written justification.
- F. In the event a flight is cancelled or delayed, the traveler may choose an alternate mode of transportation in accordance with this Policy.

IV. Registration Fees:

- A. The traveler is eligible to incur registration fees for 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. Employee must provide business justification for attending the event.

V. Lodging:

- A. Hotel or accommodation charges must be 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 and should be at the lowest appropriate rate.
- B. Paid usage of hotel sponsored Wi-Fi or wired internet access is an authorized lodging expense.
- C. Lodging expenses incurred within the Authority's Metropolitan Statistical Area (MSA) (as defined by the United States Office of Management and Budget, to include Hernando, Hillsborough, Pasco and Pinellas Counties) are only authorized with adequate business justification and if approved in writing in advance by the CEO or the employee's EVP.

VI. Meals (During Travel):

- A. Meals within the continental United States will be reimbursed in accordance with the General Service Administration (GSA) meals 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.
- B. Meals 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)".
- C. For both domestic and international travel, the first and last day of travel are calculated at 75% of the rate in effect for the destination city. This excludes intermediate destinations on multi-city trips.
- D. A traveler will not be reimbursed or receive per diem for meals included in a convention or conference registration unless reasonable written explanation is provided. A meal is considered to be any of the regular occasions in a day when a reasonably large amount of food is eaten, such as breakfast, lunch, or dinner. (Definition from Dictionary.com and Oxford University Press.) Continental breakfasts will not be considered a meal. Therefore, per diem will not be reduced for continental breakfasts. Additionally, per diem will not be reduced for meals provided by airlines.
- E. Allowance for meals when travel is confined to the Authority's MSA is only authorized with adequate business justification and if approved in writing in advance by the CEO or the employee's EVP.

VII. Ground Transportation:

- A. Authorized ground transportation expenses include, but are not limited to, hired cars, trains, other fixed rail, shared ride services (such as Uber or Lyft), buses, and other modes of ground transportation required to enable the traveler to conduct Authority business. Travelers will use good judgement with regard to which mode of ground transportation is utilized, and tickets should be purchased in the most economical class of service available unless there is an adequate business justification and is approved in writing in advance by the CEO or employee's EVP.
- B. Allowance for ground transportation within the Authority's MSA is only authorized with adequate business justification and if approved in writing in advance by the CEO or the employee's EVP.

VIII. Other Travel Expenses:

- A. Other eligible travel expenses 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 calendar days and where such expenses are necessarily incurred to complete the official business.
- B. Eligible incidental expenses are defined by Florida Statute Section 112.061(8)(a) and include ferry fares, bridge, road, and tunnel tolls, storage or parking fees, and communication expenses.
- C. Itemized receipts are required for all individual expenses that are higher than \$25.

IX. Foreign exchange rates:

- A. Eligible travel expenses include the difference between the official daily foreign exchange rate and the transaction rate, in addition to any applicable fees.

X. Travel by Rental Vehicle:

- A. Board members, the CEO, EVPs and VPs are authorized to rent a 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 CEO or the employee's EVP or VP.
- B. 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.
- C. The State of Florida contract for rental cars should be consulted for discounted rates. The State of Florida contract provides rental vehicle services to Florida's government agencies. A website link to the Rental Rates and Rental Procedures to utilize the State contract are located on the Authority Intranet.
- D. Allowance for rental cars when travel is confined to the Authority's MSA is only authorized with adequate business justification and if approved in writing in advance by the CEO or the employee's EVP.

- E. The Authority provides insurance coverage for both Automobile Liability and Collision Damage Waivers and will not reimburse a traveler for the cost of such coverage on a rental car contract for travel within the United States. (Exception: If the traveler rents a vehicle in a foreign country, he/she shall purchase both Automobile Liability and Collision Damage Waivers from the rental car company.)

XI. Travel by Personal Vehicle:

- A. Prior to utilizing a personal vehicle to conduct Authority business, all employees must comply with Authority Standard Procedure S250.05, Motor Vehicle Use – Personal or Authority-Owned.
- B. Board members, the CEO, EVPs and VPs are authorized to use their personal vehicle if necessary to conduct Authority business, without advance approval. Except for travel within the State of Florida, utilization of a personal vehicle by all other Authority employees must be approved in advance of travel in writing by the employee's EVP or VP.
- C. 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. Mileage reimbursement is calculated in accordance with Authority Standard Procedure S412.01, Reconciliation and Reimbursement of Travel, Business Development, and Working Meals Expenses.
- D. Personal vehicles should not be used if the estimated mileage reimbursement is expected to exceed the cost of renting a car for the trip.

XII. Travel by Third Parties Conducting Business on Behalf of the Authority:

- A. Unless terms of travel are specified in their contracts, all consultants, design professionals, design-builders contractors, sub-consultants, and sub-contractors performing work for the Authority will be reimbursed for travel expenses in accordance with eligible cost elements as described above.

XIII. Business Development Expenses:

- A. Business development meal, beverage (including alcoholic), and other expenses may be incurred locally or while traveling. Business development activities require meeting with non-Authority personnel. Employees may be reimbursed for actual, reasonable, and appropriately documented expenses related to the business development activity.
- B. 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.
- C. 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 revenue or another business benefit.

- D. The employee must provide detailed itemized receipts for all business development expenses larger than \$25 and must include rationale and business benefit for the Authority.

XIV. Working Meals:

- A. 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 department meetings (not more than quarterly), full-day or half-day Authority-wide meetings, or Authority strategic planning sessions.
- B. 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.
- C. Notwithstanding subparagraph B above, Executive staff, VPs, 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.
- D. Alcoholic beverages expenditures shall not be reimbursed or charged to the Authority under this section.
- E. Reasonable expenditures for meals with Board members are reimbursable provided there is a valid business need to have the meeting during a meal time.
- F. Working meals will be reimbursed upon presentation of appropriate documentation including a list of attendees.

EXHIBIT D: SCRUTINIZED COMPANY CERTIFICATION

This certification is required pursuant to Florida Statute Section 287.135.

As of July 1, 2018, a company that, when entering into or renewing a contract/agreement for goods or services, is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute Section 215.4725, or is engaged in a boycott of Israel, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity for goods or services of **any amount**.

Additionally, as of July 1, 2018, a company that, when entering into or renewing a contract/agreement for goods or services, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute Section 215.473, or has been engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity for goods or services of **million or more**.

Company: _____ FID or EIN No.: _____
Address: _____
City/State/Zip: _____

I, _____ as a representative of

_____ certify and affirm that this company, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Cuba or Syria if the resulting contract/agreement is for goods or services of million or more, and certify and affirm that this company, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel if the resulting contract/agreement is for goods or services of any amount.

I understand and agree that the Authority may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities as set out above) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of million or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

SIGNATURE TITLE

PRINTED NAME DATE