



# HILLSBOROUGH COUNTY AVIATION AUTHORITY

## SUPPORT AND MAINTENANCE AGREEMENT FOR EASE™

### Parties And Addresses:

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## **1. INTRODUCTION**

This Support and Maintenance Agreement for EASE™ (Agreement) is made and entered into this 1st day of March 2025 between the Hillsborough County Aviation Authority, an independent special district under the Laws of the State of Florida whose post office address is Post Office Box 22287, Tampa, Florida 33622 (Authority), and Amadeus Airport IT Americas, Inc., a Delaware Corporation with principle offices at 7022 TPC Drive, Suite 100, Orlando, Florida, 32822, authorized to do business in the State of Florida, (Company), (individually a “Party” and collectively referred to as the “Parties”).

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

## **2. DEFINITIONS**

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

### **2.1 Accounts Payable**

The unit within Authority Finance Department that deals with accounts payable.

### **2.2 Acknowledgement**

The time at which Company Help Desk accepts an Incident logged by the Authority and is indicated by a time stamp in the Company Incident, Problem and Change Management System.

### **2.3 Affiliate**

Any other company or person that, directly or indirectly, Controls, is Controlled by or is under common Control with Company.

### **2.4 After Action Review (AAR)**

A systematic process for identifying the root causes of problems or events and an approach for responding to them. Based on the idea that effective management requires more than merely “putting out fires” for Errors that develop but instead requires finding a way to prevent such Errors.

### **2.5 Airport**

Tampa International Airport.

### **2.6 Authority Data**

All Authority Confidential Information, including any drawings, specifications, reports and any other Confidential Information provided by Authority to Company, otherwise received by Company, or generated by Authority for purposes relating to this Agreement. No Authority Data may be input into non-Authority owned AI systems, except as provided in Article 19.

### **2.7 Authority Service Desk**

A centralized resource designed to provide level 1 remote user support, troubleshooting, and to gather information related to technical issues or service requests. The Service Desk will create

the appropriate ticket and either resolve the issue or escalate to the next support level.

## **2.8 Authorized User**

Those who may use the Company Solution within the use rights granted in this Agreement and include only the following: Authority, airlines, and ground handlers selected by Authority (including their respective personnel), using, or serviced on the applicable Services by Authority in the scope of this Agreement at check-in counters, transfer counters, gates, and arrivals counters.

## **2.9 Board**

The Hillsborough County Aviation Authority Board of Directors.

## **2.10 CEO**

The Hillsborough County Aviation Authority Chief Executive Officer.

## **2.11 CJIS**

Criminal Justice Information Services.

## **2.12 Company Incident, Problem and Change Management System**

Company's proprietary system that acts as the repository, where all incident records, problem tracking records and change records are stored.

## **2.13 Company Platform**

The combination of networks, terminals, systems and servers, and associated infrastructure, including any hardware, software, and tools, which are operated and/or controlled by Company and its Affiliates.

## **2.14 Company Portal**

The Authority's support portal that is made available by Company to the Authority and field support services personnel for access to the Company support services.

## **2.15 Confidential Information**

Includes all scientific, technical, financial, business, and other information, all manufacturing, marketing, sales and distribution data, all scientific and test data, documents, methods, techniques, formulations, operations, know-how, experience, skills, intellectual property, trade secrets, computer programs and systems, processes, practices, ideas, inventions, designs, samples, plans, and drawings that would otherwise be a trade secret and any other information which under the circumstances should reasonably be considered confidential including, but not limited to, all confidential Authority Data. Confidential information does not include information (i) that at the time of disclosure, is in the public domain other than through a breach of the receiving party's confidentiality obligations; (ii) that is lawfully in possession of the receiving party at the time of its receipt from the disclosing party without an obligation restricting disclosure;

(iii) that was independently developed by the receiving party without reference to Confidential Information of the disclosing party; or (iv) that is required to be disclosed by applicable Law or court order.

#### **2.16 Control**

With respect to an entity, the possession of the right to direct or cause the direction of the management or policies of the entity. Beneficial ownership of over fifty (50) per cent or more of the voting securities of another person shall in all circumstances constitute control of such other person and “Controlled” and “Controlling” shall be construed accordingly.

#### **2.17 Coverage**

The time period during which Company maintenance and support are provided.

#### **2.18 Data Breach**

Includes (a) the loss or misuse (by any means) of any Authority Confidential Information; (b) the unauthorized or unlawful access, use, or disclosure of any Authority Confidential Information; or (c) any other act or omission that compromises the security, confidentiality, integrity or availability of any Authority Confidential Information.

#### **2.19 Enhancement**

Any modification or addition that, when made or added to the Solution, materially changes the Solution’s utility, efficiency, functional capacity, or application, but that does not constitute solely an Error Correction. Enhancements may be designated by Company as minor or major, depending on Company’s assessment of their value and the function added to the preexisting Solution.

#### **2.20 Error**

Any failure of the Solution to substantially conform to its Functional Specifications as published from time to time by Company. However, any nonconformity resulting from Authority's misuse, improper use, alteration, or damage of the Solution, or Authority's combining or merging the Solution with any hardware or software not supplied or identified as compatible by Company, shall not be considered an Error.

#### **2.21 Error Correction**

Either a modification or addition that when made or added to the Solution, establishes substantial conformity of the Solution to the Functional Specifications, or a procedure or routine that, when observed in the regular operation of the Solution, brings the operation of the Solution into material conformance with the applicable Functional Specifications, without changing the basic function of the Solution.

#### **2.22 Exhibits**

Exhibits are attached to this Agreement and are hereby incorporated and made a part of this Agreement. Exhibits may be modified from time to time as mutually agreed to by the Parties

in writing without formal amendment to this Agreement.

### **2.23 FAA**

The U.S. Department of Transportation Federal Aviation Administration or any successor thereto.

### **2.24 Force Majeure Event**

Any act of God, natural disasters (e.g., fire, flood, earthquake, elements of nature), hostilities, acts of terrorism or crime, riot, explosion, sabotage, acts of government, change of Law, and lock-outs and/or industrial disputes or any other cause beyond the reasonable control of either Party or their contractors.

### **2.25 Functional Specifications**

The Company provided descriptions of the Solution's functions in the Company's technical specifications documentation.

### **2.26 Company Help Desk**

The help desk support services provided by Company to Authority as described in Article 3.

### **2.27 Information Technology (IT) Infrastructure**

Hardware, software, networks, data centers, and facilities that support the delivery of IT services and enable the operation of an organization's information systems.

### **2.28 Incident**

Any event that is not part of the standard operation of the Solution and that causes, or may cause, an interruption to, or a reduction in, the quality of the Company's software.

### **2.29 Incident Recovery**

Means as described in Article 3 below.

### **2.30 Intellectual Property**

Any and all patents, utility models, registered and unregistered trade and service marks, registered designs, rights in unregistered designs, trade and business names, rights in domain names, copyrights and moral rights, rights in any object code or source code, database rights, rights in inventions, know-how, trade secrets and all other intellectual property rights of a similar or corresponding character, the Company Platform, Company Solution and all related software and documentation, whether or not registered or capable of registration and whether subsisting in any country, territory or part of the world together with all or any goodwill relating thereto.

### **2.31 Law**

Means as defined in Article 23 below.

### **2.32 Malware**

Any type of software designed to harm, impact, or access the Solution or any other Authority systems.

### **2.33 Monitoring System**

The tools and methodology implemented and used by Company to enable the accurate measurement of the performance criteria for the Company Solution.

### **2.34 Non-Critical Function**

Means partial, non-critical loss of functionality resulting in minimal business impact, e.g., single device is not functional.

### **2.35 Normal Working Hours**

The hours between 8:00 a.m. and 5:00 p.m. Eastern Standard (or Daylight) Time, on the days Monday through Friday, excluding regularly scheduled holidays of Company.

### **2.36 Open-Source Software**

Software whose source code is made available for public use, modification, and redistribution under a license that grants users the rights to use, study, change, and distribute it.

### **2.37 Personnel**

Individuals directly employed or contracted by a Party.

### **2.38 Personal Data Breach**

A Data Breach involving unauthorized access to PII.

### **2.39 Personally Identifiable Information (PII)**

Personal data or information that relates to a specific, identifiable, individual person, including Authority Personnel. For the avoidance of doubt, PII includes the following: (a) any government-issued identification numbers (e.g., Social Security, driver's license, passport); (b) any financial account information, including account numbers, credit card numbers, debit card numbers, and other cardholder data; (c) CJIS; (d) Protected Health Information; (e) Biometric Information; (f) passwords or other access-related information associated with any user account; and (g) any other personal data defined as PII under the breach notification laws of the fifty states of the United States.

### **2.40 Processing of PII**

The use, collection, storage, processing, modification, transfer, blocking or erasure of PII by Company on behalf of Authority.

### **2.41 Reasonable Assistance**

Company will provide an explanation and interpretation of the Release Notes for each Release, as well as corrections if necessary. Telephone and web-based support is intended to deal with technical and operational issues with respect to Company' software and configuration work performed by Company; this assistance does not extend to providing user and support staff training. Work to install, Upgrade, maintain, or configure Third-Party products is not included in

this Agreement except as otherwise noted in this Agreement. Company does offer consulting and implementation services to provide installation of Third-Party products subject to a separate, agreed upon scope of work.

#### **2.42 Release**

New versions of the Solution, which may include both Error Corrections and Enhancements.

#### **2.43 Release Notes**

The technical documentation produced and distributed by Company alongside the launch of a new Release.

#### **2.44 Services**

The work, duties and obligations to be carried out and performed safely by Company under this Agreement, as specifically described in Article 3.

#### **2.45 Service Level**

Each performance metric set out in Section 3.2 relating to the performance of the given Company Solution for a given period.

#### **2.46 Severity Level**

The categorization of any issues with the Company Solution based on the potential impact of the problem to the Authority.

#### **2.47 Severity 1**

A disruption to the Company Solution that has a major impact on Authority's business, operations, or customers where an application or functionality of the Company Solution is not available or is severely corrupted or severely degraded for a significant number of users.

#### **2.48 Severity 2**

A disruption to the Company Solution which has a substantial impact on Authority's business, operations, or customers where an application or functionality of the Company Solution is not available or is severely corrupted or severely degraded for a limited number of users or degraded for a significant number of such users.

#### **2.49 Severity 3**

A Non-Critical Function cannot be completed by the specified process, inflicting significant nuisance upon the Authority or; one or more Non-Critical Functions have significantly reduced performance, taking longer than expected to be completed.

#### **2.50 Severity 4**

A Non-Critical Function is disrupted with little or no impact to users.

#### **2.51 Solution**

The Company's EASE Solution.

## **2.52 Statement of Work (SOW)**

A document showing Services and deliverables requested by Authority from and agreed to be provided by Company.

## **2.53 System Testing**

An activity performed in the software development cycle in the quality assurance phase, and is completed before the release of new Releases, updates, and patches. The purpose of System Testing is to ensure that all functions and features of the Solution perform as designed, together, without Error and at acceptable performance levels. Company is responsible for System Testing, which will be performed at Company' locations in dedicated development, support, and quality assurance environments. System Testing can also result in certification of EASE™ to run on various Third-Party required software infrastructure such as operating systems and databases.

## **2.54 Term**

March 1, 2025 through February 28, 2030.

## **2.55 Third-Party**

Any entity other than Authority or Company or their respective Affiliates.

## **2.56 TSA**

The U.S. Department of Homeland Security Transportation Security Administration or any successor thereto.

## **2.57 Upgrade**

New version of the Solution that generally add features, new functionality, new certifications, and/or that generally increase capacity to process information. Upgrades include, but are not limited to, Releases.

## **2.58 User Acceptance Testing (UAT)**

An implementation activity, performed under a separate scope of services for Solution implementation or subsequent Upgrades. The purpose is to establish that configurations and system functions can be performed by users as described in product and project documentation, and consistently predictable results obtained. The performance of UAT is primarily the Authority's responsibility.

## **2.59 Work Plan**

The order form used by the Authority and Company in accordance with Article 3, Scope of Services.

# **3. SCOPE OF SERVICES**

## **3.1 Scope of Services**

A. Company shall maintain a trained staff capable of rendering the Services set forth in

this Agreement.

- B. During the Term of this Agreement, Company shall render the following Services as indicated below in support of the Solution, during Normal Working Hours, subject to the compensation fixed for each type of service in Company' rate schedule set forth in Article 5, Fees and Payments, hereto:
1. Authority Assistance. Company shall maintain a web-based service request and monitoring system which is available twenty-four (24) hours per day and is the preferred way of initiating non-emergency service requests. User accounts will be set up on request for all technical inquiries. All inquiries should be directed towards the Company Authority Service Port, <https://www.customerservicepoint.amadeus.com/> or, in an emergency outage, 1-305-499-6157, PIN 9067941.
  2. Maintenance Of Solution. Company agrees to provide maintenance and support services for the Solution pursuant to the terms and conditions of this Agreement.
  3. Software Maintenance. Authority shall provide a written notice to Company of Errors for which it desires Company to provide an Error Correction. Company shall be responsible for using reasonable diligence to correct verifiable and reproducible Errors when reported by Authority to Company. Company shall include the Error Correction in all subsequent Releases of the Solution. Company shall not be responsible for correcting Errors in any version of the Solution other than the most recent Release of the Solution, provided that Company shall continue to support prior Releases superseded by recent Releases for a reasonable period sufficient to allow Authority to implement the newest Release, not to exceed one hundred and eighty (180) days.

### **3.2 Service Levels**

Company provides the following Service Levels, subject to the terms and conditions stated herein.

- 3.3 Exceptions to Service Levels**. Company shall not be responsible for any failure to perform to the contracted standards or to meet a Service Level to the extent that such failure is directly attributable to any of the following:

1. Service or resource reductions agreed to by the Parties but where Company has notified Authority that the implementation of such request may result in a failure to meet a Service Level.
2. Failure of Authority or Third-Party systems, software, networks or degradation of services not provided by Company nor under the control of Company, including any hardware purchased by Authority from Company or a Third-Party.

3. Changes implemented by the Authority or its activities which have not been initiated by nor communicated to Company nor agreed to between Company and the Authority.
4. System and/or service degradations that arise because of excess system capacity in connection with the Authority's network.

**3.4** Support Services – Roles & Responsibilities. The following describes support roles and responsibilities for each of the indicated Service Levels. All technical support inquiries should be directed towards the Company Help Desk which can be reached via Company Portal or, in high Severity scenarios, by telephone.

**A. Level 1 – Authority Responsibilities**

1. The local Authority IT support staff (which may include Company staff if mutually agreed between the Parties) is responsible for handling the initial call from Authority's end-users or Authority operations, recording the issue, and escalating the issue to the appropriate party.
2. Company shall provide the Authority with 24x7x365 Company Help Desk support for all software support issues as described in Level 2 below. Timely assistance will be given to resolve any software problem.
3. The Authority shall:
  - i. Log all Incidents in the designated Company Incident reporting tool (via Company Portal), communicating in English.
  - ii. Provide information and support in the process of Incident management in order to ensure timely Incident Recovery and problem resolution and closure of records following Incident Recovery and resolution.
  - iii. Close returned Incidents, which are recovered or restored, and/or resolved and/or invalid, within 72 hours of the Incident reassignment in the designated Company Incident reporting tool.
  - iv. Ensure that Company can access the Company Solution and equipment when required by Company to install or provide software updates. Failure to ensure such access shall void any Service Level measurement during the period.
  - v. Authority acknowledges and agrees that for Incident management (troubleshooting, preventing, detecting, and repairing incidents) of the Company Solution, Company designated tool may monitor and log Authority, its Authorized Users, and Third-Parties activity when accessing and/or using such tool.

**B. Other Customer Responsibilities**

1. The Authority will provide hands on local support at the Airport and will provide Company with remote access for software support.
2. The Authority's technical staff will be responsible for the maintenance and support of all on-site workstations and peripherals (first and second level support).
3. Any Third-Party support personnel and/or companies must sign a reasonable confidentiality agreement (NDA) which will be mutually agreed to by the Parties, before being given access to the Company systems installed at the Airport.
4. Remote access to the Company systems hosted on the Airport infrastructure will be provided by the Company Simple Help® system that provides multi-factor authentication (MFA) and secure connectivity for remote connections.
5. Each party shall provide sufficient Personnel to perform its respective obligations, and such Personnel shall possess suitable competence, ability and qualifications and shall be properly educated and trained for the fulfilment of the relevant obligations.
6. Authority shall be responsible for the supervision, management, operation, and control of the Company Solution, except to the extent any such activities are reserved in this Agreement to Company, including, but not limited to:
  - i. assuring proper machine configuration, program installation, operating system release level, audit controls and operating methods;
  - ii. establishing adequate backup and disaster recovery plans; and
  - iii. implementing sufficient procedures and checkpoints to satisfy Authority's requirements for security and accuracy of data input and output, as well as restart and recovery, in the event of a malfunction or loss of data.
7. Company shall use commercially reasonable efforts to provide the Company Solution in accordance with the Service Levels set out in this Agreement. The Service Levels are advisory only and create no warranty or obligation as to result or performance.

**C. Level 2 – Company Airport IT Support Center "ASC"**

1. The Company support center shall provide functional and technical Help Desk support services to the Authority and field support services staff. Service will be provided to Authority's personnel who have attended Company's training.
2. A telephone number and assignee group, as well as access to the Company Portal,

will be made available by Company to the Authority Service Desk and field support services personnel for access to the Company support center services.

3. Functional and technical Help Desk assistance shall be provided for functional and technical problems experienced by the Authority in their use of the Company Solutions.
4. Company shall, in accordance with Company's standard procedures:
  - i. receive Incident reports from the Authority Service Desk and categorize and document the relative importance of each incident according to the Severity Levels;
  - ii. provide notification to Authority of critical outages and otherwise provide Authority with regular progress updates of the Incident records;
  - iii. undertake an Incident review analysis of the Incident, where necessary;
  - iv. engage in Incident Recovery;
  - v. refer an Incident, where the root cause of the Incident resides with the Authority, back to the Authority Service Desk;
  - vi. monitor, control, and manage all Incidents relating to the Company Solutions using an automated Company Incident, Problem and Change Management System;
  - vii. perform proactive and reactive troubleshooting and Incident management including proactive logging, tracking, escalation, review, and reporting (historical and predictive) for all Incidents;
  - viii. escalate unresolved Incidents in accordance with escalation paths set out in the Authority Service Plan or Authority Service Document.
  - ix. give Authority access to the designated tool (Company Portal) for reporting Incidents within the Company Incident, Problem and Change Management system.
  - x. Company shall receive and retain overall responsibility and ownership of all contacts handled by its Company support center until Incident Recovery. The Company Support Center will be responsible for providing Company software support for all Company software issues installed components, as well as acting as the sole point of contact for all cases, service requests, incidents, and problems. The Company Service Level support teams will involve the

necessary Company teams in all cases.

## 5. Service Level Metrics

### i. Availability

As the infrastructure is not under the management, administration and control of Company, a service level on availability cannot be provided by Company.

### ii. Incident Acknowledgement

This Service Level measures the time it takes for Company to Acknowledge Severity 1 or Severity 2 Incidents. The Acknowledgement time shall be measured for each Severity 1 and Severity 2 Incident, from the time an Incident record is logged by the Authority, to the time the same Incident record is Acknowledged by Company. An Incident shall only be allocated to the measurement window in which the Incident Acknowledgement should have taken place based on the applicable Service Level.

Authority shall log Incidents and assign Severity Levels to the Incidents reported, directly in the Company Incident, Problem, and Change Management System. Company reserves the right to reassign a Severity Level if the Severity Level assigned is incorrect.

Compliance with this Service Level for a measurement window shall be calculated as follows, in relation to the relevant Severity Level:

A = the total number of Incidents reported to the Company Help Desk that should have been Acknowledged within the parameters described in the table below for the same month;

B = the total number of Incidents reported to the Company Help Desk for which Company Acknowledges the Incident record within the time parameters described in the table below for the month; and

C = the compliance percentage =  $B/A \times 100$

| Measured Service                            | Service Level                            |
|---------------------------------------------|------------------------------------------|
| Severity 1 Incident records Acknowledgement | within 15 minutes for Severity 1 records |
| Severity 2 Incident records Acknowledgement | within 30 minutes for Severity 2 records |

## 6. Incident Recovery

The Incident Recovery time shall be measured as the number of minutes/hours

elapsed from the time of Acknowledgement by Company of the Incident to the time when Incident Recovery is achieved as indicated by the time stamp in the Company Incident, Problem and Change Management System. For the avoidance of doubt, the time during which the Incident is assigned to the Authority shall not be included in the time measured for the calculation of the Incident Recovery time. An Incident shall only be allocated to the month in which the Incident is indicated as “closed” by the Authority in the Incident, Problem and Change Management System.

“Incident Recovery” shall be deemed to have been achieved when the reported issue has ceased or upon the Parties’ confirmation that, through a fix, work-around, bypass or other means, the impacted Company Solution has been recovered or restored, which generally follows the occurrence of one or more of the following (whichever is earliest):

- i. Company receives confirmation from the Authority that the impacted Company Solution has been recovered or restored.
- ii. the Monitoring System registers traffic of messages relating to the impacted Company Solution; and/or
- iii. Company Help Desk assigns the Incident record to Authority Service Desk as recovered or restored.

For the purposes of this section, an Incident is considered “recovered or restored” once:

- i. impact on the Company Solution has ceased or been removed or,
- ii. a documented known error workaround has been followed or,
- iii. a workaround has been identified, provided, and agreed by the Authority or,
- iv. a permanent solution has been implemented via recovery problem tracking record.

In the event the Authority Service Desk, by notice to Company, reasonably demonstrates that Incident Recovery has not been achieved for the impacted Company Solution, then Company shall add any additional time incurred from such notification to final Incident Recovery of the impacted Company Solution to the Incident Recovery time established. For the avoidance of doubt, the time between these two events shall not be included in the total Incident Recovery time.

| Measured Service (EASE)                       | Service Level  |
|-----------------------------------------------|----------------|
| Severity 1 Incident Records Incident Recovery | within 4 hours |
| Severity 2 Incident Records Incident Recovery | within 8 hours |

Company shall take reasonable steps to perform the support services, in accordance with the support description and Service Levels Metrics identified in Section 5. Company's sole obligation and liability and Authority's sole remedy in connection with the performance of the support service shall be for Company to reperform the relevant support service.

7. Service Level Reports

Company shall provide to the Authority with a set of electronic reports, upon request, detailing Company's performance against and compliance with the agreed Service Levels.

D. Authority Training and Implementation Services. Implementation services and direct training on the configuration, operation and use of the Solution are not included in the Agreement fee. Authority on-site training and implementation is available from Company. The Parties will use the established Work Plan process included in Section 3.6 to add training or implementation Services.

E. Authority-Requested Enhancements. Authority requests for Enhancements to the Solution will be reviewed by Company and disposed of in one of the following ways: (1) Accepted for development and inclusion in a future Release at no direct cost. (2) Offered to the Authority as a "customization," with source code, or (3) Rejected, with an explanation and offers of alternatives.

1. Authority-Requested Enhancements determined to be "custom" are offered at Company's published hourly rates at the time of the Enhancement request. Requirements for the Enhancement must be confirmed in writing at which point an estimated cost, including estimated expenses, will be provided by Company in the form of a scope of work amendment. A purchase order is required before commencement of Services is scheduled.

2. Major Enhancements – New Modules. Company may, from time to time, offer major Enhancements to its customers generally. Such major Enhancements will be offered at Company's then current license fee rates.

3. Major Enhancements – Technology Changes. Company may, from time to time, offer major Enhancements that involve technology changes to its customers generally. Such Enhancements will be included in a New Release as identified in Section 3.4(E) for no additional fee. Installation, configuration, documentation, and implementation of Third-Party products that may be required to put the new technology into production are not included in this Agreement. Company will provide support on install scripts and Error Correction on installation instructions created by Company, and Reasonable Assistance to interpret or correct installation instructions based on the assumption that the installer is properly qualified to perform the installation tasks. New technology changes may include

the use of "Open-Source Software," and use, subject to additional licensing requirements that will be made known to the Authority. The direct support of Open-Source Software under this Agreement is limited to code modifications and additions created by Company.

4. Support of Third-Party Software. Company maintains support agreements for the Open-Source Software products and provides necessary support and Upgrades without additional cost to EASE™ licensees with a valid support and maintenance agreement. Should a client choose to extend the use of these products beyond Company applications, the "free" support will not cover these extensions. Support is limited to software and versions supplied by Company and as indicated in Release Notes.

**3.5** New Releases. Company may, from time to time, issue New Releases of the Solution to its customers generally, containing Error Corrections, minor Enhancements, and, in certain instances if Company so elects, major Enhancements as identified in Section 3.4(F). Company shall provide Authority with electronic access to each new Release. Each New Release is delivered with a Release Notes document which provides full instructions for a new installation and how to Upgrade from the previous version. The installation Upgrade may require installation and/or reconfiguration of Third-Party products, including hardware, software, and network communications items.

**3.6** Upgrade Assistance. Company shall provide Reasonable Assistance to help Authority install and operate each New Release as identified in Section 3.5 of the Company products covered by this Agreement; provided that such assistance, if required to be provided at Authority's facility, shall be subject to a separate, agreed SOW. Such Reasonable Assistance does not include UAT. System Testing is performed by Company prior to the release of Upgrades and patches but is not offered as an on-site service.

**3.7** Company offers prepaid consulting units at a discounted rate. The prepaid consulting unit rate is published annually, effective January 1st. Prepaid consulting units are available in 40-hour blocks prepaid at the time of the anniversary date of this Agreement. Use of the prepaid consulting units will be subject to a separate, agreed-upon Statement of Work.

### **3.8 Authority Duties**

The Authority is obliged to perform the following duties:

- A. Authority shall pay Company the fees and charges according to the rate schedule set forth in Article 5, Fees and Payments. Company reserves the right to change its rate schedule from time to time, provided that no such change will be effective until at least thirty (30) days after Company has given the Authority written notice of such

change.

- B. Authority shall pay to Company the maintenance fee at the frequency designated in Article 5, Fees and Payments.
- C. Authority shall be responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, and other hardware necessary to obtain the Services required by this Agreement.
- D. Authority shall provide Company with database exports as requested, and with sufficient support and testing time on the Authority's computer system to duplicate the Error, certify that the Error is with the Solution, and certify that the Error has been corrected.
- E. Amounts payable to Company under this Agreement are exclusive of all federal, state, provincial, municipal or other governmental excise, sales, value-added, use, personal property and occupational taxes, excises, withholding obligations and other levies now in force or enacted in the future and, accordingly, the amount of all payments hereunder is subject to an increase equal to the amount of any tax Company may be required to collect or pay in connection with the Services.
- F. Any sums owed by Authority under this Agreement greater than sixty (60) days past due shall result in the temporary suspension of the Services provided under this Agreement, including access to updates and New Releases to the software. Any suspension caused by non-payment will not extend the Term of this Agreement or reduce the total cost.

### **3.9 Work Plan**

- A. Without invalidating this Agreement, Authority may, at any time, order additions, deletions or revisions to the Services authorized only by a mutually agreed 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 each task, detail the associated costs, and include the names, titles, responsibilities, and, upon request, the resumes of Company's Personnel that will be assigned to the task in a Work Plan as shown in Exhibit A, Sample Work Plan. The Work Plan schedule may go beyond the termination date of this Agreement if necessary to complete the Work Plan tasks. Company will use its best efforts to ensure that each task in the Work Plan is completed on budget and on time according to the agreed-upon work schedule.
- B. All Services agreed to in a Work Plan will be executed under the applicable conditions of this Agreement. 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 at the agreed upon schedule and/or costs in

the Work Plan. The Authority's Vice President of ITS or designee will have the authority to execute any Work Plan on behalf of the Authority consistent with the terms of this Agreement. No Services will be initiated by Company until Company receives the Purchase Order which will include the final agreed upon Work Plan.

- D. Any Purchase Order issued during the Term of this Agreement and not completed within such period shall be completed by the Company within the time specified in the associated Work Plan. This Agreement shall govern the Company's and Authority's rights and obligations with respect to the Work Plan to the same extent as if the Work Plan were completed during the Term of this Agreement.

#### **4. TERM**

##### **4.1 Effective Date**

This Agreement will become effective upon execution by Company and approval and execution by Authority. This Agreement 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.

##### **4.2 Term**

The Term of this Agreement commences on March 1, 2025 and will continue through March 31, 2030 unless terminated earlier as provided herein.

##### **4.3 Extension**

Upon the expiration of the Term of this Agreement, at the Authority's sole discretion, this Agreement may be extended for a maximum of six (6) months. Such extension will be effective by the issuance of a written letter to the Company by the Vice President of Procurement. Any such extension will be pursuant to the same terms and conditions in effect at the time of such extension.

##### **4.4 Commencement of Fees and Charges**

All fees and charges hereunder will commence on March 1, 2025, and will continue for the Term of this Agreement.

##### **4.5 Early Termination**

Either Party may terminate this Agreement, without cause, by giving thirty (30) days written notice to the other Party. However, Company may not cancel this Agreement, without Authority approval, until all existing projects and Work Orders are completed, unless required by legal or ethical rules. Authority does not guarantee work or any amount of work to Company during the Term of this Agreement.

#### **5. FEES AND PAYMENTS**

##### **5.1 Not-to-Exceed**

The total amount payable under this Agreement will be subject to the amount approved by the

Board. Authority will provide written notice to Company of the amount approved and any revised amount thereafter.

## **5.2 Payment**

Authority will pay Company in accordance with the fees specified below on an annual basis in advance or as agreed upon in an executed Work Plan by Company and Authority. Any travel costs preapproved by Authority will be paid in accordance with Exhibit B, Authority Policy P412, Travel, Business Development, and Working Meals Expenses.

| Description                  | Year 1<br>3/1/2025 - 3/31/2026 | Year 2<br>4/1/2026 - 3/31/2027 |
|------------------------------|--------------------------------|--------------------------------|
| EASE Software Warranty       | \$44,873.20                    | \$43,906.71                    |
| LDCS Software Warranty       | \$11,966.19                    | \$11,708.46                    |
| EASE-FX Software Warranty    | \$11,966.19                    | \$11,966.19                    |
| 24X7 Remote Helpdesk Support | \$76,284.45                    | \$74,641.41                    |
| Total                        | \$145,090.03                   | \$142,222.77                   |

Company plans to cease support for the Solution on or about April 1, 2027 (the “End of Support Date”). Within a reasonable time prior to April 1, 2027, the Parties will coordinate in good faith to confirm the End of Support Date.

If the End of Support Date occurs after April 1, 2027 (and, thus, Company continues to provide support for the Solution into Year 2), then Company may adjust the pricing for Year 2 by an amount not to exceed 6%. In the event Company continues to provide support in subsequent Years (e.g., Year 3), Company may adjust pricing each Year by an amount not to exceed 6% from the prior Year.

## **5.3 On-Site User Training and Implementation Services**

Services provided by Company outside the scope of this Agreement are available based on then-current published rates. Such Services shall be provided as agreed upon in an executed Work Plan by Company and Authority.

## **5.4 Company User Conference Attendance Fee**

Company sponsors an annual user conference with an attendance fee set each year in the registration packet. Authority may send five attendees at no additional cost, with fees for additional attendees also outlined in the conference registration packet.

## **5.5 Invoices**

Invoices required by this Agreement will be created and submitted by Company to Authority Finance Department via email to Payables@TampaAirport.com in a form acceptable to Authority and will include at a minimum the invoice date, invoice amount, dates of Services, and Purchase Order number.

## **5.6 Payment Method**

Company will receive electronic payments via Automated Clearing House (ACH), ePayables, or Purchasing Card (PCard). Information regarding the electronic payment methods and processes, including net terms, is available on Authority website at [www.TampaAirport.com](http://www.TampaAirport.com) >[www.TampaAirport.com](http://www.TampaAirport.com) > Business & Community > Business Opportunities > Supplier Resources > Work with Procurement > Supplier Resources & Training > 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 Agreement in coordination with Accounts Payable.

In accordance with Florida Statute Section 501.0117, companies that accept credit cards as a valid form of payment are prohibited from imposing a surcharge.

## **5.7 Payment When Services Are Terminated at the Convenience of Authority**

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

- A. All Services performed prior to the effective date of termination; and
- B. Expenses incurred by Company in effecting the termination of this Agreement as approved in advance in writing by Authority.

## **5.8 Prompt Payment**

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

## **6. TAXES**

Authority represents and warrants for the duration of the Term that Authority is exempt from all State and Federal sales, use and transportation and any other taxes under applicable Law in connection with the Services furnished and work done by Company under this Agreement. Subject to foregoing, Company will not charge Authority any taxes under this Agreement.

## **7. OWNERSHIP OF DOCUMENTS**

All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, or other agreed item that are developed by Company for the sole benefit of Authority will be and remain the property of Authority.

## **8. QUALITY ASSURANCE**

Company will be solely responsible for the quality of all Services furnished by Company, its employees and/or its subcontractors under this Agreement. All Services furnished by Company,

its employees and/or its subcontractors must be performed in accordance with best management practices and best professional judgment, in a timely manner, and must be fit and suitable for the purposes described in this Agreement and subject to applicable warranties and service levels.

## **9. NON-EXCLUSIVE**

Company acknowledges that Authority has hired, or may hire, others to perform Services similar to or the same as those within Company's Services under this Agreement, provided that only authorized end users in the normal course will have access to the Solutions and Company's systems in accordance with this Agreement. Company further acknowledges that this Agreement is not a guarantee of the assignment of any work and that the assignment of work to others is solely within Authority's discretion.

## **10. PROPRIETARY RIGHTS**

**10.1** To the extent that Company may provide Authority with any Error Corrections or Enhancements, Authority may use such Error Correction or Enhancements in connection with the Solutions, and in a manner consistent with the requirements of this Agreement. Authority may not use, copy, modify, decompile, reverse engineer, adapt, or create derivative works of the Solutions, Error Corrections or Enhancements, or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by Company. Notwithstanding Section 4.5 hereof, Authority's rights under this Article 10 shall remain in effect for so long as Authority is authorized to use the Solutions under this Agreement. In the case of termination of this Agreement, Authority shall return or destroy the Solutions, Error Corrections and Enhancements in the manner required by this Agreement and Authority's certification of return or destruction shall be sufficient for such purpose.

**10.2** The Solutions, Error Corrections, and Enhancements, including without limitation any associated intellectual property rights such as copyright and patent, are and shall remain the sole property of Company, regardless of whether Authority, its employees, agents, or contractors may have contributed to the conception of such work, joined in the effort of its development, or paid Company for the use of the work product. Authority shall from time to time take any further action and execute and deliver any further instrument, including documents of assignment or acknowledgment that Company may reasonably request in order to establish and perfect its exclusive ownership rights in such works, including any associated intellectual property rights.

## **11. EASE™ SOFTWARE LICENSE AND WARRANTY**

**11.1** **License.** Company grants Authority an indivisible, non-exclusive, non-transferable, and revocable, license to use (a) Company's computer software in machine-readable form and (b) the related online user manuals and documentation, which together comprise the Solution, for the Term of this Agreement. Authority is responsible for converting its own

data files into data usable by the Solution. Excluded from the Solution is any separately identified Third-Party software that is not being licensed to Authority hereunder and must be independently obtained by Authority. If applicable, Authority will be required to acquire a valid Third-Party software license in order to operate the Solution. This Agreement grants Authority a license to use the Solution only and is not a sale of the Solution or of any copy or portion thereof. If a user limitation is stated in this Agreement, Authority may not exceed use by more than such user limitation.

## **11.2 Scope Of Rights.**

### **Authority may:**

- A. Install the Solution on computer systems owned, leased, or otherwise controlled by Authority at its own facilities.
- B. Use the Solution on Authority's computer systems for the sole purpose of serving the internal needs of Authority's business only at Tampa International Airport.
- C. Make one copy of the Solution (in machine-readable form only) as necessary only for non-productive back-up or archival purposes in accordance with Authority's standard procedures. For any additional copies made or used by Authority, Authority agrees to pay a license fee in respect of such additional copies, as mutually agreed by the Parties. Any surplus copies of the Solution and the documentation not needed for Authority's internal use, back-up, or archival purposes shall be promptly returned to Company. No credit shall be given to Authority for such returned copies of the Solution.

## **11.3 Prohibited Acts and Uses.** Authority may not use, copy, distribute, publish, recast, translate, modify, change, revise, or alter the Solution, or any copy, adaptation, transcription, derivations, or merged portion thereof, except as expressly authorized by Company. Authority may not sell, donate, share, transfer, assign, pledge, encumber, lease, rent, license, or sublicense the Solution, or any portions, derivations, or adaptations hereof, except to a successor-in-interest of Authority's entire business who assumes, in writing, the obligations of this Agreement. No service bureau work or time-sharing arrangements are permitted unless expressly authorized by the Company. Placement on and/or use of the Solution on processors accessible through communication networks using terminals and devices not on Authority's premises is prohibited.

## **11.4 Equipment.** The Solution is designed for use on Authority-provided computer hardware specified by Company. Company reserves the right to approve in advance the use by Authority of any hardware, equipment, communication boards, and peripherals used in conjunction with the Solution which approval shall not be unreasonably withheld. Authority is solely responsible for site preparation and environmental control and stability at the location where the Solution is installed. Company has no responsibilities concerning

Authority's facilities or equipment.

**11.5 Authority's Responsibilities In Use Of The Solution.** Authority shall be responsible for the installation, supervision, management, operation, and control of the Solution, including, but not limited to:

- A. Assuring proper machine configuration, program installation, operating system release level, audit controls, and operating methods;
- B. Establishing adequate backup and disaster recovery plans;
- C. Implementing sufficient procedures and checkpoints to satisfy Authority's requirements for security and accuracy of data input and output, as well as restart and recovery, in the event of a malfunction or loss of data;
- D. Designating a Project Manager to have overall responsibility and authority concerning the installation, operation, and management of the Solution; and
- E. Maintaining at least one adequate and restorable backup of the Solution and all Third-Party software.

**11.6 Proprietary Protection of Solution**

- A. Authority acknowledges that the Solution constitutes trade secrets and proprietary data of Company and that the Solution contains proprietary products licensed to Authority, which shall remain the property of Company before, during, and after termination of this Agreement. Company has sole and exclusive ownership and copyright of all right, title, and interest in the Solution and in any applications, modifications, improvements, or enhancements to the Solution, including ownership of all trade secrets and copyrights pertaining to the Solution and all works derived from the Solution, regardless of the media in which the Solution is contained, recorded, or fixed.
- B. Authority may not, at any time, disclose or disseminate the trade secrets embodied in the Solution to any person, firm, organization, or employee who does not need to obtain access thereto consistent with Authority's rights under this Agreement, unless Authority is required to disclose pursuant to Law or court order. Under no circumstances may Authority copy, "unlock," de-compile, disassemble, reverse assemble, or reverse engineer the binary or object code of the Solution, as these terms are generally used in the trade. Under no circumstances may Authority disclose or disseminate any trade secrets contained in the Solution to any competitor of Company unless required to do so by Law or court order. Authority will devote its best efforts to ensure that all Authority's Personnel and all other persons afforded access

to the Solution protect Company's copyrights and trade secrets against improper use, dissemination, or disclosure.

- C. Authority acknowledges that, in the event of Authority's breach of any of the foregoing provisions, Company may not have an adequate remedy in monetary damages. Company shall, therefore, be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request without requirement of bond or other security. Company's right to obtain injunctive relief shall not limit its right to seek additional remedies.
- D. Authority's obligations hereunder shall remain in effect for as long as Authority continues to possess or use the Solution.

**11.7 Warranties Of Company; Limitations Of Liability.** Company warrants to Authority that at the time of delivery of the Solution to Authority:

- A. Company has the right to furnish the Solution free of all liens, claims, and encumbrances imposed by or through Company.
- B. The Solution will perform, on an appropriately configured computer system, in the manner described in Company's published documentation. No warranty is provided by Company for any thirty-party software.
- C. The Solution is the latest developed version and edition of said software, and that any subsequent version issued within two (2) years of the date of this Agreement will be furnished to Authority at no cost, provided only that the license granted hereunder is in force, under maintenance and support by Company, and all fees have been paid by Authority.
- D. Company is not responsible for any obsolescence of the Solution that (i) may result from changes in Authority's requirements, (ii) from changes in Law, or (iii) any operating systems, interface programs, or any Third-Party software used in conjunction with the Licensed Product.
- E. Company's sole responsibility to Authority or to any Third-Party for any claims, notwithstanding the theory of such claims (e.g., contract, breach of warranty, negligence or otherwise) arising out of Errors or omissions in the Solution provided hereunder and caused by Company (provided that Authority shall have promptly notified Company of any such errors or omissions), shall be to correct the Errors or omissions or replace the Solution with another copy thereof. Company does not warrant that the Solution will operate without interruption or be Error free or that its functions will meet Authority's particular requirements, now or in the future. Authority is solely responsible for ensuring the Solution will accommodate its current and anticipated business needs.

- F. Company shall not be responsible for, and all warranties shall be void for, any malfunction of the Solution due to Authority's unauthorized copying or modification of the Solution, failure to properly use the Solution for its intended purpose, or failure to install, use, or maintain the Solution on Company-approved equipment.
- G. Company shall not be liable to Authority for errors resulting from defects in, or malfunctions of, the mechanical or electronic equipment used by Authority in conjunction with the Solution, for Authority's failure to follow Company's instructions, use of non-licensed products with the Solution, or for factors beyond Company's ability to control.
- H. IN NO EVENT WILL EITHER PARTY BE RESPONSIBLE FOR SPECIAL, INDIRECT, RELIANCE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY ACT OR OMISSION IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER SUCH DAMAGES ARISE IN AN ACTION AT LAW OR IN EQUITY, FOR BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, BREACH OF UCC PROVISIONS, NEGLIGENCE, GROSS NEGLIGENCE, OR INTENTIONAL TORT. FURTHERMORE, NEITHER PARTY SHALL BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF SAVINGS, LOSS OF REVENUE, OR FOR EXEMPLARY DAMAGES. THE PROVISIONS HEREOF ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY, FITNESS, OR OTHERWISE. OTHERWISE, IN ANY EVENT AND UNDER ANY THEORY OR FORM OF ACTION, INCLUDING ANY INDEMNITIES, COMPANY'S LIABILITY FOR ANY AND ALL DAMAGES IN THE AGGREGATE DURING THE TERM WILL BE THE GREATER OF THE (I) TOTAL OF ALL PAYMENTS TO BE PAID TO COMPANY FOR THE TERM OF THIS AGREEMENT, OR (III) \$1,000,000.00. THE OBLIGATIONS OF THIS ARTICLE WILL NOT BE LIMITED OR EXPANDED BY THE AMOUNT OF ANY INSURANCE REQUIRED TO BE OBTAINED OR MAINTAINED UNDER THIS AGREEMENT. THE LIABILITY CAP DOES NOT APPLY TO (I) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (II) PERSONAL INJURY OR PHYSICAL PROPERTY DAMAGE CAUSED BY A PARTY OR ITS AGENTS; OR (III) INDEMNITIES COVERED BY ARTICLE 12 (INDEMNIFICATION FOR THIRD PARTY CLAIMS).

## **12. INDEMNIFICATION**

- 12.1** To the maximum extent permitted by Florida law, the Company will indemnify, hold harmless and defend Authority, its members, officers, agents, employees, and volunteers (each an "Indemnified Party") from any and all third party claims and any resulting liens, expenses, losses, costs, royalties, fines and damages awarded to such third party plus any related attorney's fees and dispute resolution costs incurred by the Indemnified Party in connection with such third party claim, directly arising out of:

- A. Injury or damage to Authority's physical property;

- B. fines to the extent caused by Company's violation of any Law applicable to Company;
- C. violation of any regulation, rule, order, decree, ordinance, Federal directive or Federal circular promulgated by a State or Federal legislative body and applicable to Company in its capacity as a provider of the products and services under this Agreement;
- D. infringement of any patent, copyright, trademark, trade dress or trade secret rights ("Infringement Claim"); and/or
- E. 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

in each case to the extent caused by the Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by the Company. For clarification, the duty to defend under this Section is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate outcome of the Third-Party claim. The duty to defend arises immediately upon written presentation of a Third-Party claim to the Company

**12.2** The scope of an indemnity for any Infringement Claim shall be limited to the extent the Infringement Claim arises as a result of:

- A. modifications made by Authority, its agents or subcontractors;
- B. the Authority's combination of the Company's Services, work product, software or materials with items not provided for under this Agreement; or
- C. a failure of the Authority to use corrections or modifications provided by Company offering equivalent features and functionality (except where the correction or modification provided by the Company does not relate to such failure).

**12.3** Company may, in its sole discretion, perform one or more of the following to minimize or eliminate the disturbance to such Indemnified Party's business activities, if it becomes aware of any Infringement Claim:

- A. obtain for Authority the right to continue using any infringing item; or
- B. modify the item in question so that it is no longer infringing; or
- C. replace such item(s) with a non-infringing replacement item without loss of material functionality; or
- D. if, having promptly taken the action referred to in one or more of (A), (B) or (C) and the infringement has not been brought to an end, cease to provide the affected

infringing Services or deliverables (or require Authority to cease such use), and if this has a material adverse impact on the Services or materials provided hereunder, Company shall pay a full refund to Authority of any advanced payments for such Services or materials and any dispute relating to such sum shall be resolved in accordance with Article 21, Dispute Resolution.

**12.4** With respect to all Third-Party claims, the following applies:

- A. Upon Authority receiving notice of any Third-Party claim qualifying for an indemnity, it shall promptly notify Company.
- B. Authority shall provide to the Company reasonable assistance relating to any Third-Party claim at the Company's reasonable request and cost.
- C. The Company shall not settle or compromise any Third-Party claim, if such compromise or settlement:
  - 1. would assert any liability against Authority or impose any obligations or restrictions on such Indemnified Party, such as imposing an injunction or other equitable relief upon Authority; or
  - 2. does not include the third party's release of Authority from all liability relating to such Third-Party claim.

**12.5** Company's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that any suit, claim or other action against Company, its members, officers, agents, employees, and volunteers its fully and finally barred by the applicable statute of limitations or repose.

**12.6** In addition to the requirements stated above, to the extent required by FDOT Public Transportation Grant Agreement and to the fullest extent permitted by Law, the Company shall indemnify and hold harmless the State of Florida, FDOT, including the FDOT's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Company and persons employed or utilized by the Company in the performance of this Agreement. This indemnification in this paragraph shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida's and FDOT's sovereign immunity.

**12.7** 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.

**12.8** Authority and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit at its own cost, without relieving Company of any of its obligations under this Article.

**12.9** If the above Articles 12.1 – 12.8 or any part of Articles 12.1 – 12.8 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.

### **13. ACCOUNTING RECORDS/AUDIT REQUIREMENTS**

#### **13.1 Books and Records**

In connection with payments to Company under this Agreement, it is agreed Company will maintain full and accurate books of account and records customarily used in this type of business operation to track, calculate and charge for the Services provided under this Agreement, in conformity with generally accepted accounting standards followed by the Company. Company will maintain such books and records for five years after the end of the Term of this Agreement. Records include, but are not limited to, books, documents, papers, records, research, and Work Plans related to any such payments under this Agreement. Company will not destroy any such records without the express written permission of the Authority during such five-year period.

#### **13.2 Authority Right to Perform Audits, Inspections, or Attestation Engagements**

At any time or times during the Term of this Agreement or within three years after the end of this Agreement, the Authority, FAA, Federal Highway Administration, FDOT, FEMA, Florida Auditor General, Florida Inspector General, Florida Chief Financial Officer, and the Comptroller General of the United States, or any duly authorized representative of each (Auditors), have the right to initiate and perform audits, inspections or attestation engagements over Company's records for the purpose of determining payment eligibility under this Agreement or over selected operations performed by Company under this Agreement for the purpose of determining compliance with this Agreement.

Free and unrestricted access will be granted to all of Company's records directly pertinent to this Agreement or any work order, as well as records of parent, affiliate and subsidiary companies and any subconsultants or subcontractors directly pertinent to this Agreement or any work order; provided that Company does not guarantee such access to Company's cloud hosting providers. 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 Auditors or will provide records electronically in a computer-readable format acceptable to the Auditors at no additional cost to conduct the engagement as set forth in this Article.

Company agrees to deliver or provide access to all records requested by 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 Auditors are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree Authority may assess the Company liquidated damages in the amount of one hundred dollars (\$100.00) for each item in a records request, per calendar day, for each time Company is late in submitting requested records to perform the engagement. Accrual of such damages will continue until specific performance is

accomplished. These liquidated damages are not an exclusive remedy and Authority retains its rights, including but not limited to, its rights to elect its remedies and pursue all legal and equitable remedies. The Parties expressly agree that these liquidated damages are not a penalty and represent reasonable estimates of fair compensation for the losses that reasonably may be anticipated from Company's failure to comply.

Auditors have the right during the engagement to interview Company's employees, subconsultants, and subcontractors, and to retain copies of any and all records as needed to support auditor workpapers.

If as a result of any engagement it is determined that Company has overcharged Authority, Company will re-pay Authority for such overcharge and Authority may assess interest of up to twelve percent (12%) per year on the overcharge from the date the overcharge occurred.

Approvals by the Authority's staff for any Services included or not included in this Agreement do not act as a waiver or limitation of the Auditor's right to perform engagements.

The Company will notify the Authority no later than seven (7) days after receiving knowledge that it is subject to any other audit, inspection or attestation engagement related to this Agreement and provide Authority a copy of any audit documents or reports so received.

Company agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes. Company will include a provision providing Auditors the same access to business records at the subconsultant and subcontractor level in all of its subconsultant and subcontractor agreements executed related to this Agreement.

## **14. INSURANCE**

Company must maintain the following limits and coverages uninterrupted or amended through the Term of this Agreement. In the event the Company becomes in default of the following requirements, the Authority reserves the right to take whatever reasonable actions deemed necessary to protect its interests including, but not limited to, terminating this Agreement or obtaining such missing insurance at Company's cost. Required liability policies other than Workers' Compensation/Employer's Liability and Professional Liability will provide that the Authority, members of the Authority's governing body, and the Authority's officers, volunteers, agents, and employees are included as additional insureds.

### **14.1 Required Coverage - Minimum Limits**

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the Services performed pursuant to this Agreement will be the amounts specified herein. To the extent it is used to meet the minimum limit requirements, any Umbrella or Excess coverage shall follow form to the Employer's Liability, Commercial General Liability and Business Auto Liability coverages, including all endorsements and additional insured requirements. Any applicable Aggregate Limits in the Umbrella or Excess policy(ies) shall not be shared or diminished

by claims unrelated to this Agreement.

#### **14.2 Commercial General Liability Insurance**

The minimum limits of insurance covering the Services performed pursuant to this Agreement 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, the Company under this Agreement or the use or occupancy of Authority premises by, or on behalf of, the Company in connection with this Agreement. 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 30 37 10 01.

|                                                 | <u>Agreement Specific</u> |
|-------------------------------------------------|---------------------------|
| General Aggregate                               | \$1,000,000               |
| Each Occurrence                                 | \$1,000,000               |
| Personal and Advertising Injury Each Occurrence | \$1,000,000               |
| Products and Completed Operations Aggregate     | \$1,000,000               |

#### **14.3 Workers' Compensation and Employer's Liability Insurance**

The minimum limits of insurance are:

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

#### **14.4 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 covering the work performed pursuant to this Agreement are:

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

#### **14.5**

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[REDACTED]

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[REDACTED]

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by the Company.

#### **14.8 Incident Notification**

The Company will promptly notify the Airport Operations Center (AOC) of all incidents involving bodily injury or property damage occurring on Authority-owned property, tenant-owned property or Third-Party property.

#### **14.9 Authority Claims, Issues, or Complaints**

All customer claims, issues, or complaints regarding property damage or bodily injury related to the Company will be promptly handled, addressed and resolved by the Company.

The Company will track all customer claims, issues, and complaints and their status on a Claims Log available for review, as needed, by Authority Enterprise Risk Management. The Claims Log should include a detailed report of the incident along with the response and/or resolution. Authority Enterprise Risk Management has the option to monitor all incidents, claims, issues or complaints where the Authority could be held liable for injury or damages.

#### **14.10 Conditions of Acceptance**

The insurance maintained by Company must conform at all times with Authority Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time and can be downloaded from Authority website at [www.TampaAirport.com](http://www.TampaAirport.com) > Business > Procurement > Policies-Procedures > Insurance -Suppliers; provided, however, if circumstances change after the Effective Date and the Authority requires Company to purchase additional insurance due to such change in circumstances as a condition to continuing with the Authority's use of the Services, then (i) it shall notify Company of such additional insurance requirement ("Additional Insurance Notice"), (ii) and, upon request from Company, engage in good faith discussions regarding the need for such additional insurance, and (iii) if Company does not purchase such additional insurance within 60 days of the Additional Insurance Notice, then Authority may terminate the Agreement upon notice to Company.

### **15. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS**

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

**15.1 Compliance with Regulations.** Company will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are incorporated herein by reference and made a part of this Agreement.

**15.2 Nondiscrimination.** Company, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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 Nondiscrimination Acts and Authorities, including employment practices when

the agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of this Agreement, 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).

**15.3 Solicitations for Subcontracts, including Procurements of Materials and Equipment.** 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 will be notified by Company of Company's obligations under this Agreement and the Nondiscrimination Acts and Authorities relative to race, color or national origin.

**15.4 Information and Reports.** Company will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Authority or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Company is in the exclusive possession of another who fails or refuses to furnish the information, Company will so certify to the Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

**15.5 Sanctions for Noncompliance.** In the event of Company's non-compliance with the non-discrimination provisions of this Agreement, the Authority will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to, (a) withholding of payments to Company under this Agreement until Company complies, and/or; (b) canceling, terminating or suspending this Agreement, in whole or in part.

**15.6 Incorporation of Provisions.** Company will include the provisions of Paragraphs 15.1 through 15.5 in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations, and/or directives issued pursuant thereto. Company's cloud hosting providers (currently Microsoft Azure) are not considered a subcontractor or subconsultant for purposes of this Article 15. 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, that if the Company becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, Company may request Authority to enter into such litigation to protect the interests of Authority. In addition, Company may request the United States to enter into such litigation to protect the interests of the United States.

**15.7** Company assures that, in the performance of its obligations under this Agreement, 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.

## **16. AUTHORITY APPROVALS**

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

## **17. DATA SECURITY**

### **17.1 Authority Data**

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 under this Agreement by such Personnel.

Company represents and warrants that Company has not and will not prevent, or reasonably fail to allow, for any reason including without limitation late payment or otherwise, the Authority's access to and retrieval of Authority Data.

Company is obligated to use industry standard measures to maintain the confidentiality and security of all Authority Data in connection with the performance of the Services.

Company must perform all Services using security technologies and techniques in accordance with industry-leading practices and Authority compliance requirements under industry regulations and state and federal law.

Company must provide to Authority the timely application of any Upgrades to software required for Services that are available to third parties. Software Upgrades must include, but not be limited to, new version Releases and operating system patching, as well as bug fixes. Upgrades provided to Company's customer base generally at no charge will not be charged to Authority. Otherwise, if an Upgrade provides new functionality that carries a charge to Company's customer base generally, then Company will provide Authority with the option of acquiring such Upgrade at such charge or other mutually agreed rate. Company will not charge for any Upgrades that are necessary for the proper functioning of the solutions provided under this Agreement.

Company understands and acknowledges that, to the extent that performance of its obligations under this Agreement involves or necessitates the Processing of PII, Company will act only on instructions and directions from Authority.

If Authority is required to provide or rectify information regarding an individual's PII, Company will reasonably cooperate with Authority to the full extent necessary to comply with data protection laws. If a request by a data subject is made directly to Company, Company will notify Authority of such request as soon as reasonably practicable.

Company must implement procedures to minimize the collection of PII.

### **17.2 No Malware/Surreptitious Code**

Each Party represents and warrants to the other that it has not and will not introduce or cause to be introduced Malware or any code surreptitiously that isn't required for the primary purpose of the Services in any Authority Information Technology (IT) Infrastructure or Company systems environment at any time. If Company discovers that Malware or surreptitious code has been introduced into software, Company must, at no additional charge to Authority, (a) immediately undertake to remove such Malware, (b) notify Authority in writing within one (1) business day, and (c) use reasonable efforts to correct and repair any damage to Authority Data or software and otherwise assist the Authority in mitigating such damage and restoring any affected Services, software or equipment.

### **17.3 Data Protection Laws**

Each Party will comply with all applicable data protection Laws applicable to the Party in their respective capacities under this Agreement in connection with the Services.

### **17.4 Security Vulnerability Management**

Company shall maintain a vulnerability management program to identify and remediate security vulnerabilities within computing systems. This includes regular testing and a record of System remediation. Toolsets used to identify vulnerabilities are maintained with up-to-date vulnerability signatures. Results of vulnerability testing are utilized to craft an annual penetration test of Systems and networks perceived as high risk, high value, or demonstrating a need for further scrutiny. All newly deployed Systems or Systems that have experienced a high level of change will be scanned for vulnerabilities prior to production. Highly orchestrated environments with appropriate change control may be exempt from pre-deployment scanning.

### **17.5 Notice to Authority**

Company will adhere to and abide by the security measures and procedures established by Authority and/or the TSA and any terms of service agreed to by Authority regarding data security; provided that (i) Company has been given written notice of such measures and procedures in writing and given reasonable time to come into compliance with such measures and procedures and (ii) in the event any such measures or procedures promulgated after the Effective Date have a material adverse impact to Company as determined by the Parties, then (i) the Parties will discuss the matter in good faith with the goal of avoiding such impact, and (ii) if such material impact is not properly addressed in either Party's determination, the impacted Party may, without incurring any liability, terminate this Agreement upon notice of no more than the earlier of (a) the day such measure or procedure comes into effect, or (b) three (3) months. In the event Company or Company's subcontractor (if any) discovers or is notified of a Data Breach or potential Data Breach of security relating to Authority Data or Third-Party data, Company will promptly, (a) notify Authority of such breach or potential Data Breach no later than twenty-four (24) hours following discovery and confirmation of such Data Breach; and (b) If the applicable Authority Data or Third-Party data was in the possession of Company at the time of such Data Breach or potential breach, Company will investigate and implement appropriate measures designed to cure the Data Breach or potential breach.

Such notice must summarize in reasonable detail the nature of Authority Data that may have been exposed, and, if applicable, any persons affected by a Personal Data Breach. Company must not make any public announcements relating to such Data Breach without Authority's Vice President of Communications prior written approval unless required by applicable Law.

#### **17.6 Data Breach Responsibilities**

Upon discovery of an actual or reasonably suspected Data Breach resulting in loss, or unauthorized use, access, or disclosure of Authority Data that was in Company's possession at the time of such Data Breach, Company must promptly provide details regarding the incident, its mitigation efforts, and its corrective action designed to prevent a future similar incident. Company must fully cooperate with Authority in connection with such Data Breach and is solely responsible for:

- A. investigating and resolving problems with Company's systems and networks that created any data privacy or security issues contributing to the Data Breach;
- B. upon request, providing Authority with an AAR of the Data Breach;
- C. notifying any affected persons and impacted parties (solely at Authority's direction) and governmental regulators, if required by Law and as applicable;
- D. recovering affected data or information, to the extent possible; and
- E. upon request, providing Authority with a corrective action plan acceptable to Authority.

In the event of a Personal Data Breach, Authority has the sole right to determine (a) whether notice of the Data Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others as required by Law in Authority's discretion; and (b) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

#### **17.7 Incident Response Costs**

In the event of any Personal Data Breach attributable to an act or omission of Company, as part of such remediation, Company must pay all costs and expenses of Authority's compliance with any Authority notification obligations, as well as the costs of credit monitoring services for affected individuals, subject to the limitations of liability under this Agreement.

#### **17.8 Global Positioning System (GPS)**

Company will list any dependency on GPS technology or GPS technology incorporated in their product.

### **18. SYSTEM AND ORGANIZATION CONTROL 2**

Company confirms that the Solution is aligned to Company ISMS and ISO27001.

## **19. USE OF ARTIFICIAL INTELLIGENCE**

- 19.1** Artificial Intelligence (AI) means any machine learning, deep learning, or other automated systems that use algorithms to learn from and make predictions or decisions based on data.
- 19.2** Any use of AI including, but not limited to generative AI, via platforms, tools, and software by each party must be consistent with Law applicable to that party.
- 19.3** To maintain the security of Authority Data and IT systems, Company is prohibited from inputting, uploading, or otherwise integrating any Authority Data obtained pursuant to this Agreement into AI without the prior written consent of the Authority following Company's request for approval to use AI. Examples of uses that are prohibited unless the Authority grants prior written consent include but are not limited to: design, planning, decision making and on-site operations. Contracting by Authority for the use of the Services shall be considered as prior consent.
- 19.4** The Company shall not use Authority Data obtained pursuant to this Agreement as training data for any AI models or algorithms that will be used by any Third-Party organization or individual outside of the Company, without the express written consent of the Authority. The Company shall take reasonable measures to ensure that Authority Data obtained pursuant to this Agreement is not inadvertently used as training data for any Third-Party AI models or algorithms and shall promptly notify the Authority in the event of any such unauthorized use or disclosure of Authority Data.
- 19.5** Company's request for approval to use AI must be submitted in writing and should contain (at a minimum) the following:
- A. The specific Authority Data to be used;
  - B. The purpose and intended use of the AI;
  - C. The potential benefits and risks associated with using the AI;
  - D. The measures in place to ensure data security and confidentiality;
  - E. The mechanisms in place for ensuring compliance with applicable Laws including but not limited to data privacy and data protection laws; and
  - F. A dataflow diagram which illustrates the flow of data within the Services as well as detailed identification of data sources, data stores, data processing, networks and AI utilized.
- 19.6** Authority shall have sole and absolute discretion to approve or deny the use of AI for any

aspect of the Services using Authority Data obtained pursuant to this Agreement.

- 19.7** To maintain the confidentiality of Authority Data, Company must only share information with approved Personnel and must not input Sensitive Security Information (SSI) marked as such by Authority into AI systems. Company should not input Authority intellectual property into non-approved generative AI applications or enter PII for Authority employees, customers, or other Third-Parties into any non-approved AI application. Company should contact the Vice President of ITS if it is unsure whether it should input certain information.
- 19.8** Company must implement robust security measures to protect the Authority Data from unauthorized access, use or disclosure if included in the Company's AI applications. This includes but is not limited to access controls limiting data access to authorized Personnel only and appropriate security audits and assessments.
- 19.9** Company must be able to demonstrate that AI has controlled bias and Third-Party infringement mitigation in place.
- 19.10** Company should not use AI applications to create text, audio, or visual content for purposes of committing fraud or to misrepresent an individual's identity.
- 19.11** Upon termination of this Agreement, Company agrees to return all Authority Confidential Information to the Authority and securely destroy any copies in its possession, including those stored in any AI or other databases except as required for archival purposes or to otherwise comply with applicable Law.

## **20. VPN ACCESS**

The Company agrees to conduct background checks, as set out below, on all employees, contractors, and subcontractors (collectively, "Company Personnel") who will have access to Authority IT Infrastructure, whether directly or remotely. These background checks must be completed prior to granting such access and must be updated annually thereafter. The foregoing is subject to applicable Law.

### **20.1 Scope of Background Checks**

The background checks must include, at a minimum:

- Verification of identity
- Criminal history checks using the guidelines required in Airport Security 49 CFR 1542
- Employment history verification
- Education and qualification verification

### **20.2 Certification of Compliance**

The Company shall provide the Authority, upon the Authority's written request, a written

certification on an annual basis, signed by an officer duly authorized to sign on behalf of the Company, verifying compliance with the background check requirements outlined in this Agreement. The certification must confirm that all Company Personnel with access to the Authority's IT Infrastructure have passed the background checks and do not have any disqualifying offenses, as stated in Airport Security 49 CFR 1542.

### **20.3 Right to Audit**

The Authority reserves the right to audit the Company's background check processes and records to ensure compliance with this Agreement. Such audits may be conducted upon reasonable notice and during Authority business hours. The Parties will agree to the scope and means of such audit with the goal of not interrupting Company's business operations as much as possible.

### **20.4 Immediate Termination**

The Authority reserves the right to immediately terminate access to Authority IT Infrastructure for any Company Personnel who are found to have disqualifying offenses, as stated in Airport Security 49 CFR 1542, or if the Company fails to comply with these background check requirements.

## **21. DISPUTE RESOLUTION**

### **21.1 Claims and Disputes**

- A. A claim is a written demand or assertion by one of the Parties seeking, as a matter of right, an adjustment or interpretation of this Agreement, payment of money, extension of time, or other relief with respect to the terms of this Agreement. The term claim also includes other matters in question between Authority and Company arising out of or relating to this Agreement. The responsibility to substantiate claims will rest with the Party making the claim.
- B. If for any reason Company deems that additional cost or Agreement time is due to Company for work not clearly provided for in this Agreement, or previously authorized changes in the work, Company will notify Authority in writing of its intention to claim such additional cost or Agreement time. Company will give Authority the opportunity to keep strict account of actual cost and/or time associated with the claim. The failure to give proper notice as required herein will constitute a waiver of said claim.
- C. Written notice of intention to make a claim for additional cost or Agreement time must be made within ten (10) days after Company first recognizes and confirms the condition giving rise to the claim or before the work begins on which Company bases the claim, whichever is earlier.
- D. When the work on which the claim for additional cost or Agreement time is based has been completed, Company will, within thirty (30) days, submit Company's written claim to Authority. Such claim by Company, and the fact that Authority has kept strict

account of the actual cost and/or time associated with the claim, will not in any way be construed as proving or substantiating the validity of the claim.

- E. Pending final resolution of a claim, unless otherwise agreed in writing, Company will proceed diligently with performance of this Agreement and maintain effective progress to complete the work within the time(s) set forth in this Agreement.
- F. The making of final payment for this Agreement may constitute a waiver of all claims by Authority except those arising from:
  - 1. Claims, security interests or encumbrances arising out of this Agreement and unsettled;
  - 2. Failure of the work to comply with the requirements of this Agreement;
  - 3. Terms of special warranties required by this Agreement; and
  - 4. Latent defects.

## **21.2 Resolution of Claims and Disputes**

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

First Meeting: Within five (5) days after a claim is submitted in writing, or such other time period as may be agreed by the Parties, Company's representatives who have authority to resolve the dispute shall meet with Authority representatives who have authority to resolve the dispute in a good faith attempt to resolve the dispute. If a Party intends to be accompanied at a meeting by legal counsel, the other Party shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

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

Following the First Meeting and the Second Meeting, Authority will review Company's claims and may (1) request additional information from Company which will be promptly provided to Authority, or (2) render a decision on all or part of the claim in

writing within twenty-one (21) days following the receipt of such claim or receipt of additional information requested.

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

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

## **22. NON-EXCLUSIVE RIGHTS**

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

## **23. LAWS, REGULATIONS, ORDINANCES, AND 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, applicable to Company in its capacity as a provider of the Services hereunder, 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, (collectively "Law"). Company, its officers, employees, agents, subcontractors, and those under its control, will comply with all Laws (which further include all 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 Laws 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 the full amount of any such monetary penalty. If Authority receives notice from any governing body relating to an alleged violation of Law by Company, Authority shall promptly provide notice to Company of same and otherwise cooperate with Company in good faith to help Company confirm the facts and circumstances giving rise, and otherwise related, to such alleged violation. Any monetary penalty finally determined must be paid by Company within the greater of 15 days from the date of written notice from Authority or the date that the governing authority requires the penalty to be paid. In the event any change in Law that applies to Company's

provision of Services hereunder results in a material adverse impact to Company, then (i) Company may request that the Parties discuss the matter in good faith with the goal of avoiding the material adverse change, and (ii) if such material adverse change is not properly addressed in the Company's reasonable determination, then Company may terminate this Agreement upon notice of no more than the earlier of (a) the day such change in Law comes into effect, or (b) three (3) months.

## **24. COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW**

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

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

- 24.1** Keep and maintain public records required by the Authority in order to perform the Services contemplated by this Agreement.
- 24.2** Upon request from the Authority custodian of public records, provide the 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 applicable Law.
- 24.3** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable Law for the duration of the Term of this Agreement and following completion of the Term of this Agreement.
- 24.4** Upon completion of the Term of this Agreement, keep and maintain public records required by the Authority to perform the Services. The Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority custodian of public records, in a format that is compatible with the information technology systems of the Authority.

The Authority maintains its records in electronic form in accordance with the State of Florida records retention schedules. As a result, the paper original version of this document (to the extent it exists) will be scanned and stored electronically as the authoritative record copy as part of the Authority's record management process. Once that occurs, the paper original version of this document will be destroyed. In the event the Authority receives a request for this Agreement

or any records related to this Agreement that Authority is required to produce pursuant to Law, then Authority will provide Company with notice of such request to enable Company to assert any exemptions that Company believes applies to such records and documents under the Law.

## **25. CONTRACT MADE IN FLORIDA**

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

## **26. 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

OR (HAND DELIVERY)  
HILLSBOROUGH COUNTY AVIATION  
AUTHORITY  
SKYCENTER ONE  
5411 SKYCENTER DRIVE  
SUITE 500  
TAMPA, FLORIDA 33607-1470  
ATTN: CHIEF EXECUTIVE OFFICER

TO Company:

(MAIL DELIVERY)  
AMADEUS AIRPORT IT AMERICAS,  
INC.  
7022 TPC DRIVE, SUITE 100  
ORLANDO, FL 32822  
ATTN: CHRIS KELLER

OR (HAND DELIVERY)  
AMADEUS AIRPORT IT AMERICAS,  
INC.  
7022 TPC DRIVE, SUITE 100  
ORLANDO, FL 32822  
ATTN: CHRIS KELLER

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.

## **27. SUBORDINATION OF CONTRACT**

It is mutually understood and agreed that this Agreement 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 Agreement will be subordinate to the license or permit of entry which may be granted by the Secretary of Defense.

## **28. SUBORDINATION TO TRUST AGREEMENT**

This Agreement 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 Agreement 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, provided any such resolution will not impose material financial obligations upon Company in excess of those stated in under this Agreement.

## **29. ASSIGNMENT AND SUBCONTRACTING**

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

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

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

## **30. EMPLOYEE PARKING**

Nothing in this Agreement shall be deemed to require Authority to provide parking to Company's Personnel. Authority may provide parking accommodations to Company's Personnel in common with employees of other concessionaires and users of the Airport subject to the payment of reasonable charges therefor as may be established from time to time by Authority. In such event, Company's Personnel shall be required to park within the designated areas.

## **31. APPLICABLE LAW AND VENUE**

This Agreement will be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Agreement will be in Hillsborough County, Florida, or in the Tampa Division of the U.S. District Court for the Middle District of Florida.

The Company hereby waives any claim against the Authority and the indemnified Parties for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part hereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

### **32. SCRUTINIZED COMPANIES**

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

This Agreement 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.

### **33. ANTI-HUMAN TRAFFICKING LAWS**

Company is required to complete Exhibit C, Affidavit of Compliance with Anti-Human Trafficking Laws, at the time this Agreement is executed and to complete a new Exhibit C for each renewal option period, if any.

This Agreement will be terminated in accordance with Florida Statute Section 787.06(13) if it is found that Company submitted a false Affidavit of Compliance with Anti-Human Trafficking as provided in Florida Statute Section 787.06(13).

### **34. RELATIONSHIP OF PARTIES**

Each Party is and will be deemed to be independent of the other Party. Neither Party has the authority to represent the other Party in any manner except solely as may be agreed to in a separate writing. Except as expressly stated in this Agreement, this Agreement does not create any joint venture, agency, or other relationship between the Parties.

### **35. 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 to this Agreement 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 Agreement 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 or decrease in the charges provided for hereunder.

### **36. NON-DISCLOSURE**

All Confidential Information disclosed or provided by either party (the "Disclosing Party") to the other party ("Receiving Party") under this Agreement will not be disclosed by the Receiving Party, whether or not provided before or after the date of this Agreement.

Confidential Information will remain the exclusive property of the Disclosing Party and will only be used by the Receiving Party for purposes permitted under this Agreement. The Receiving Party will not use the Confidential Information of the Disclosing Party for any purpose which might be directly or indirectly detrimental to the Disclosing Party or any of its affiliates or subsidiaries.

The Receiving Party will use industry standard measures to prevent the unauthorized use, access, acquisition, disclosure, dissemination or publication of the Confidential Information. Receiving Party agrees that it will cause its employees and representatives who have access to the Disclosing Party's Confidential Information to comply with these provisions and the Receiving Party will be responsible for the acts and omissions of its employees and representatives with respect to the Disclosing Party's Confidential Information.

The Receiving Party agrees that any disclosure of the Disclosing Party's Confidential Information by the Receiving Party's employees and/or representatives will be deemed a breach of this Agreement, provided that disclosures required by and subject to applicable Law or court order will not be considered a breach. The Parties agree that in the event of any breach or threatened breach by the Receiving Party of its non-disclosure obligations, the Disclosing Party may obtain such legal remedies as are available, and, in addition thereto, may seek equitable relief as may be necessary to protect the Disclosing Party.

The non-disclosure obligations imposed on the Parties under this Article will survive the expiration or termination, as the case may be, of this Agreement and the obligation will last indefinitely.

### **37. WAIVERS**

No waiver by either Party at any time of any of the terms, conditions, covenants, or agreements of this Agreement, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant or Agreement herein contained, nor of the strict and prompt performance thereof by the other Party. No delay, failure or omission of a Party to exercise any right, power, privilege or option arising from any default nor subsequent payment of charges then or thereafter accrued, will impair any such right, power, privilege or option, or be construed to be a waiver of any such default or relinquishment thereof or acquiescence therein. No notice by a Party will be required to restore or revive time as being of the essence hereof after waiver by the Party or default in one or more instances. No option, right, power, remedy or privilege of a Party will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, or remedies given by a Party to the other Party under this Agreement are cumulative and no one of them will be exclusive of the other or exclusive of any remedies provided by Law, and that the exercise of one right, power, option or remedy by a Party will not impair its rights to any other right, power, option or remedy.

### **38. EXPORT OF PRODUCTS**

If either Party exports software, databases or documentation, then that Party assumes liability for complying with applicable Laws and regulations and for obtaining required export and import authorizations. Neither Party will export or re-export software, databases or documentation or any technical data in violation of applicable export regulations.

### **39. EXPORT RESTRICTIONS**

Authority shall not export, directly or indirectly, the Solution or any other technical data received from Company, in violation of Law. Authority shall not export, transmit, or broadcast, directly or indirectly, the Solution or technical information therefrom acquired from Company under this Agreement to any country for which the United States government or any agency thereof at the time of export requires an export license or other governmental approval, without first obtaining the written consent to do so from Company and the United States Department of Commerce and other authorized agencies of the United States government when required by an applicable statute or regulation. Authority represents and warrants that the Solution will not be provided, either directly or indirectly, to any of the following countries or to any national or resident thereof, unless Authority has obtained prior written authorization of Company and the United States Department of Commerce: Cuba, Libya, Iran, Iraq, Sudan, Syria, North Korea, and any country embargoed by executive order. Upon notice to Authority, Company shall have the right to modify this list to conform to changes in the United States Export Control Regulations.

### **40. TENANCY**

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 Agreement by his or her signature thereto.

### **41. AMERICANS WITH DISABILITIES ACT**

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

### **42. E-VERIFY REQUIREMENT**

In accordance with the State of Florida, Office of the Governor, Executive Order Number 11-116 (Verification of Employment Status) and Fla. Stat. Section 448.095 the Company, and any subcontractor thereof, is obligated to register with and use the Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Company or subcontractor. If the Company enters into a contract with a subcontractor, the Company must require the subcontractor to provide an affidavit stating that the subcontractor uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien.

#### **43. INVALIDITY OF CLAUSES**

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

#### **44. SEVERABILITY**

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

#### **45. 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 Agreement. If for any reason there is a conflict between content and headings, the content will control.

#### **46. PUBLIC ENTITY CRIME**

Company attests compliance with Florida Statute Section 287.133, concerning Public Entity Crimes.

#### **47. 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 Agreement 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 Agreement.

#### **48. CONTRACT CHANGES**

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

- A. a change in the Scope of Services, if any;
- B. a change of the Agreement amount, fees, hourly rates or other costs, if any;
- C. a change of the basis of payment, if any;
- D. a change in Agreement time, if any; and
- E. changes to the terms and conditions of this Agreement.

##### **48.1 Claim for Payment**

Any claim for payment for changes in the Services that is not covered by written change order or

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

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

#### **48.2 Right to Carry Out the Services**

If Company defaults or neglects to carry out the Services in accordance with this Agreement and fails within a seven (7) day period after receipt of written notice from Authority to begin and prosecute correction of such default or neglect with diligence and promptness, Authority may, without prejudice to other remedies Authority may have, correct such deficiencies. In such case an appropriate change order will be issued deducting from payments then or thereafter due Company the cost of correcting such deficiencies, including compensation for another Company's or Authority's additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due Company are not sufficient to cover such amounts, Company will pay the difference to Authority.

#### **49. FORCE MAJEURE**

Except for the obligation of payment for Services delivered, neither Party shall be liable to the other Party or any person for any default or delay in the performance of any of its obligations under this Agreement, if and to the extent such default or delay is caused directly or indirectly by a Force Majeure Event.

#### **50. USER ORIGINATING PROBLEM**

If Company detects a problem originating outside of Company's infrastructure and coming from Authority, it's contractors or authorized end users, Company may:

- 50.1** undertake necessary steps (in Company's reasonable opinion), proportionate to the impact or risk of the problem, to mitigate the impact or resolve the problem; and/or
- 50.2** promptly initiate a crisis management call with Authority to determine the necessary actions to avert, mitigate or resolve the problem.

#### **51. COMPLETE CONTRACT**

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

**IN WITNESS WHEREOF**, the parties hereto have set their hands on this 1st day of May, 2025.

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**

ATTEST:

Jane Castor, Secretary

BY:

Arthur F. Diehl III, Chairman

Address: PO Box 22287  
Tampa, FL 33622

Address: PO Box 22287  
Tampa, FL 33622

**LEGAL FORM APPROVED:**

WITNESS:

Signature

BY:

David Scott Knight, Assistant General Counsel

Printed Name

**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 May, 2025, by Arthur F. Diehl III, in the capacity of Chairman, and by Jane Castor in the capacity of Secretary, for 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

Amadeus Airport IT Americas, Inc.

Signed in the Presence of:

BY:

Signature

Witness

Title

Printed Name

Printed Name

Witness

Printed Address

Printed Name

City/State/Zip

Amadeus Airport IT Americas, Inc.

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_ as

(Name of person)

\_\_\_\_\_, for \_\_\_\_\_.

(type of authority)

(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  
SAMPLE WORK PLAN**

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

*Insert a project schedule and a timeline that 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 the costs in U.S. dollars)

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

C. Reimbursable Costs:

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

D. *Additional Services and Changes to this Work Plan:*

Company shall not perform services based on any changes to this Work Plan without prior written authorization from the Authority. No services will be paid for unless authorized by written Work Plan prior to the performance of such services. The Authority's Vice President of Information Technology Services or designee will have the authority to execute any Work Plan. No services will be initiated by Company until Company receives the Purchase Order which will include the final executed Work Plan.

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.

Amadeus Airport IT America's Inc.

BY:

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Hillsborough County Aviation Authority

BY:

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

EXHIBIT B  
AUTHORITY POLICY P412  
TRAVEL, BUSINESS DEVELOPMENT AND WORKING MEALS EXPENSES

**PURPOSE:** To establish a policy governing the authorization, approval and allow ability 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 “[a]dvertise, promote and encourage the use and expansion of facilities under its jurisdiction” and do all acts and things necessary and convenient for promotion of the business of the Authority. 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:**

**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.

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- 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.

**Travel Expenses:**

- A. Travel Authorization and Approval:
  - 1. 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.
  - 2. 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.
  - 3. The Authority expects employees to exercise sound prudent business practices when booking travel.
- B. Travel by Air Carrier:

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1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. In the event a flight is cancelled or delayed, the traveler may choose an alternate mode of transportation in accordance with this Policy.

C. Registration Fees:

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.

D. Lodging:

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

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AUTHORITY POLICY P412  
TRAVEL, BUSINESS DEVELOPMENT AND WORKING MEALS EXPENSES

as possible to the place where the business of the Authority will be transacted and should be at the lowest appropriate rate.

Paid usage of hotel sponsored Wi-Fi or wired internet access is an authorized lodging expense.

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.

E. Meals (During Travel):

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.

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)".

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.

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.

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.

F. Ground Transportation:

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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.

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.

G. Other Travel Expenses:

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.

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.

Itemized receipts are required for all individual expenses that are higher than \$25.

H. Foreign exchange rates:

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

I. Travel by Rental Vehicle:

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.

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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.

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.

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.

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.)

J. Travel by Personal Vehicle:

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.

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.

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.

Personal vehicles should not be used if the estimated mileage reimbursement is expected to exceed the cost of renting a car for the trip.

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

EXHIBIT B  
AUTHORITY POLICY P412  
TRAVEL, BUSINESS DEVELOPMENT AND WORKING MEALS EXPENSES

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.

**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.

**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.

EXHIBIT B  
AUTHORITY POLICY P412  
TRAVEL, BUSINESS DEVELOPMENT AND WORKING MEALS EXPENSES

- 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 C

### Affidavit of Compliance with Anti-Human Trafficking Laws

In accordance with Section 787.06(13), Florida Statutes, the undersigned, on behalf of Amadeus Airport IT Americas, Inc. ("Company"), hereby attests under penalty of perjury that:

Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

The undersigned is authorized to execute this Affidavit on behalf of Company.

Date: \_\_\_\_\_, 2025

Signed: \_\_\_\_\_

Entity: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## Exhibit D - Scrutinized Company Certification



Hillsborough County Aviation Authority  
PO Box 22287  
Tampa, FL 33622  
Telephone. 813-870-8700

This certification is required pursuant to Florida State Statute Section 287.135.

As of July 1, 2018, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, created pursuant to Florida Statute Section 215.4725, 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 \$1 million or more.

|                    |        |           |
|--------------------|--------|-----------|
| Company:           |        |           |
| Address:           |        |           |
| City:              | State: | Zip Code: |
| Phone:             | Email: |           |
| Federal ID Number: |        |           |

I, \_\_\_\_\_, as a representative of \_\_\_\_\_  
certify and affirm that this company is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, and has not been engaged in business operations in Cuba or Syria.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date