



HILLSBOROUGH COUNTY AVIATION AUTHORITY

CONTRACT FOR BAGGAGE HANDLING SYSTEM HARDWARE/SOFTWARE SUPPORT CONTRACT

Parties And Addresses:

AUTHORITY: Hillsborough County Aviation Authority
Post Office Box 22287
Tampa, Florida 33622
Telephone: 813-870-8700
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COMPANY: Rexel USA, Inc.
14951 Dallas Parkway
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HILLSBOROUGH COUNTY
AVIATION AUTHORITY
CONTRACT FOR BAGGAGE HANDLING SYSTEM HARDWARE/SOFTWARE
SUPPORT CONTRACT

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1. INTRODUCTION

This Contract for Baggage Handling System Hardware/Software Support (Contract) is made and entered into this 4th day of December, 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 Rexel USA, Inc.,(Company), authorized to do business in the State of Florida

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 Acceptance

The act of the Authority or an Authorized Agent of the Authority by which the Authority assumes for itself, or an agent of another, ownership of existing or new components, or approves specific Services as partial or complete performance of this Contract.

2.2 Acceptance Testing Process

The systematic evaluation of a delivered System (Software, hardware, or Services) against predefined functional requirements and Acceptance criteria stipulated in this Contract. Designed to verify that the System operates as intended and satisfies the Authority's needs before final Acceptance and full deployment.

2.3 Accounts Payable

The unit within Authority Finance Department that deals with Accounts Payable.

2.4 Airport

Tampa International Airport.

2.5 Airside Terminals

The four buildings designated as A, C, E and F supporting passenger airline operations which are connected to the Main Terminal and through which passenger aircraft are loaded or unloaded.

2.6 Artificial Intelligence (AI)

Any machine learning, deep learning, or other automated Systems that use algorithms to learn from and make predictions or decisions based on data.

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2.7 Authority Data

All data, including any drawings, specifications, reports, Authority confidential information, and any other information provided by Authority to Company, otherwise received by Company or generated by Authority or Company for purposes relating to this Contract, including related metadata.

2.8 Authorized Agents

A firm or individual selected by the Authority to act on the Authority's behalf, including but not limited to, third-party suppliers directly or indirectly required by Authority to carry out activities on the Authority's behalf under this Contract.

2.9 Authority Intellectual Property (Authority IP)

Intellectual Property owned or licensed by Authority.

2.10 Board

The Hillsborough County Aviation Authority Board of Directors.

2.11 CEO

The Hillsborough County Aviation Authority Chief Executive Officer.

2.12 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.

2.13 Contract Documents

This Contract for Baggage Handling System Hardware/Software Support will include all Exhibits, schedules, subsequent amendments, and attachments hereto, executed by and between the Authority and Company.

2.14 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.

2.15 Days

Unless otherwise stated, means calendar Days.

2.16 Deliverables

The whole of the Services including, without limitation, training, warranty, and maintenance services, materials, equipment, computer Software, and things required to be done, furnished or performed by Company in accordance with the terms of this Contract.

2.17 Director of Maintenance

Authority contact person responsible for notifying Company regarding required Services and Company's primary contact for all Services under this Contract.

2.18 Documentation

The information provided by Company, including but not limited to, the description of the required functions and applications of the Software and subsystems, operating manuals, training aids, user guides, support troubleshooting scripts, knowledge articles, and System administration Documentation as applicable, as well as technical reference materials describing the operation of all such components in sufficient detail to enable Authority's employees to operate, use, maintain, repair, support and test the same without assistance from Company.

2.19 Enhancement

Any modification or addition that, when made or added to the Software, materially changes the Software'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 of the function added to the Software.

2.20 Error

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

2.21 Error Correction

Either a change or addition that when made or added, establishes substantial conformity of the

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Software to the Functional Specifications, or a procedure or routine that, when made or added to the Software, brings the operation of the Software into material conformance with the applicable Functional Specifications, without changing the basic function of the Software.

2.22 Exhibits

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

2.23 Extra Work

Work beyond the normal required Services as specified in Exhibit A, Scope of Services, that is priced and authorized by Authority by signed Work Order.

2.24 FAA

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

2.25 Fiscal Year

October 1st through September 30th.

2.26 Functional Specification

The description of the required functions and applications of the Software.

2.27 Implementation Schedule

The schedule for installation, development, implementation and testing of the Software.

2.28 Improvement

Updates, variations, alterations, Error Corrections, functional changes or other changes to the Software and Documentation, including, without limitation:

1. improving efficiency and functionality;
2. Improving operational integrity and efficiency;
3. supporting legislated, regulatory or security or other lawful requirements;
4. correcting Errors; and
5. implementing additional licensed Software.

2.29 Incident

An unexpected event that disrupts business operational processes or reduces the quality of

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Services.

2.30 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.

2.31 ITS

Authority Information Technology Services Department.

2.32 Main Terminal

The nine-level central passenger terminal building at the Airport that contains: Level 1-baggage claim; Level 2-airline ticket counters; Level 3-transfer to Airside Terminals; Levels 4 through 9 - six (6) short term parking levels; and Levels 1 through 8 – eight (8) long term parking levels.

2.33 Major Incident

Includes, but is not limited to, an unplanned outage or degradation of Services which causes erroneous financial transactions, revenue loss, reporting Errors, loss of functionality, loss of payment functionality, System instability, safety, security vulnerability, System availability issues, impacts to passenger processing, harm to Authority reputation, minor problems that impact process efficiencies and that do not have an acceptable workaround to Authority, reoccurring minor problems, and/or database corruption.

2.34 Malware

Any type of Software that is designed to harm, impact, or access the Software or any other Authority Systems.

2.35 Media

The different types of data storage options such as downloadable Media, hard drives, removable drives, digital video disc, flash memory, and universal serial bus drives.

2.36 Modifications

Changes or additions to Software from the standard version thereof prepared under this Contract.

2.37 Open Source Material (OSM)

Any Software or other intellectual property that is distributed or made available as “open source Software” or “free Software” or is otherwise publicly distributed or made generally available in source code or equivalent form under terms that permit modification and redistribution of such

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Software or intellectual property.

2.38 Personnel

Individuals who are directly employed or contracted by Company to perform the Services at the Airport.

2.39 Preventative Maintenance

Services including, but not limited to, inspection, testing, necessary adjustment, alignments, calibration, parts cleaning, communication System maintenance, server administration and database administration.

2.40 Production

Use of a System or Software, in a live operational environment, whether or not any interfaces, applicable Enhancements or Improvements are included in such use. Production is not use of the System or Software in a test of development environment.

2.41 Project Manager

Individual responsible for the day-to-day management of the Services.

2.42 Programmable Logic Controllers (PLC)

A digital computer used for automation of typical industrial electromechanical processes, such as control of machinery on baggage handling Systems

2.43 Releases

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

2.44 Rental Car Center (RCC)

The consolidated rental car facility located at south of the Main Terminal that houses the on-Airport rental car companies.

2.45 Restoration of Service Time

Period of time beginning with a bona fide attempt to reach Company by telephone, or other oral or written means made by Authority during a Maintenance Access Period and ending with the response of the Company.

2.46 Root Cause

Means a fundamental reason or factor that causes an Error.

2.47 Schedule Downtime

The period of time for the purpose of Company carrying out activities necessary for the proper operation of such service. Includes Software uploads, communication loads, Upgrades, Preventative Maintenance, Error Correction, and Error validation.

2.48 Sensitive Security Information (SSI)

Information that, if publicly released, would be detrimental to the security of the Airport or business operations of the Authority and its suppliers, including, but not limited to, documents, maps, or drawings of the Airport which includes secure Airport locations, social security numbers, account numbers, driver's license numbers, trade secret information, System security information, transportation infrastructure, security training materials, security screen information, and security measures.

2.49 Services

Labor, equipment, hardware, Software, and Software Upgrades for the Software products as specified in Exhibit A, Scope of Services.

2.50 Software

The programs and other operating information used by a computer.

2.51 Software Support

Includes support for Software such as remote troubleshooting capabilities, monitoring, alerting, training, Documentation, maintenance, installation assistance, and basic usability assistance. Remote troubleshooting capabilities may be delivered via telephone and online communication Media or without human assistance through automated means that reside on the end users' device(s) or are available on the web. May include new product installation, installation of Updates, installation of Upgrades, migrations for major Releases of Software, other types of proactive or reactive on-site support, and support for custom application or infrastructure Software. Support may be delivered by a product vendor, a consulting firm, or third-party software maintainers.

2.52 Statement of Work

The document that defines the requirements under this Contract, including specific tasks that are the responsibility of Company and Authority.

2.53 System

Hardware and Software, converted data, interfaces, databases and Documentation that are to be installed by Company and implemented by Company, including the Deliverables to be provided by the Company to Authority all as contemplated hereunder, as the same may be Upgraded, enhanced or otherwise modified or adapted from time to time.

2.54 Transition Period

A period of not more than three (3) months following the Expiration Date of this Contract.

2.55 Transportation Security Administration (TSA)

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

2.56 Unapproved Improvement

Changes to the Software not approved by Company but made by Authority or on Authority's behalf by someone other than the Company.

2.57 Updates

Revisions or additions to Software provided by Company, including Software patches, security Updates, and new features. Does not include separate modules or functions that are separately licensed and priced, or new products that are developed and marketed as separate products by a Company.

2.58 Upgrades

New version of Software that generally add features, new functionality, new certifications, and/or that generally increase capacity of the Software to process information. Upgrades includes, but are not limited to, releases, which may include both Error corrections and Enhancements.

2.59 Vice President of Maintenance

Authority representative responsible for notifying Company regarding work and Extra Work.

2.60 Work Order

The order form used by Authority and Company in accordance with Article 3, Scope of Services, Section 3.2, Work Order.

3. SCOPE OF SERVICES

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3.1 Scope of Services

Company agrees to provide the Services as set forth in Exhibit A, Scope of Services.

3.2 Work Order

- A. Without invalidating this Contract, Authority may, at any time, order Extra Work, increases in Software licenses, removal of Software licenses, purchase additional Software, Software upgrades, Software Enhancements, or make revisions to the Services authorized only by Work Order. Prior to the onset of any such event, Company and Authority will outline each task involved, establish a schedule for completion, detail the associated costs, and detail the responsibilities of Company and Authority in a Work Order, a sample of which is shown in Exhibit D, Sample Work Order.
- B. Company will only begin Extra Work or other Services upon execution of the Work Order by Company and Authority. All such Extra Work or other Services will be executed under the applicable conditions of this Contract. No Extra Work or other Services will be paid for unless authorized by a written Work Order prior to the performance of such Extra Work or other Services.
- C. Upon execution of the Work Order, the Authority will issue a purchase order to the Company to perform the specific items agreed upon in the Work Order. The Authority's Vice President of Maintenance or designee will have the authority to execute any Work Order on behalf of the Authority consistent with the terms and conditions of this Contract.
- D. Company will acknowledge the executed Work Order within four (4) hours of notification by the Authority.
- E. Minimum billing time for on-site time for Extra Work will be one (1) hour from the first hour or any part thereof and in half-hour increments thereafter.
- F. Company will be required to provide the Authority a detailed accounting of the Extra Work performed on an annual basis.
- G. If Authority and Company cannot agree on the schedule and/or cost for the other Services or Extra Work, the Authority reserves the right to make such arrangements with another company as may be deemed necessary to complete such other Services or Extra Work.
- H. Any purchase order issued during the effective period of this Contract and not completed within that period shall be completed by the Company within the time specified in the Work Order. The Contract shall govern the Company's and Authority's rights and obligations with respect to that Purchase Order to the same extent as if the Purchase Order were completed during the Contract effective period.

3.3 Authority's Contact Person

Authority's VP of Maintenance or designee who will be responsible for notifying Company regarding required Services and will be Company. primary contact for all Services under this

Contract.

3.4 Company's Project Manager

Company has designated Christopher Mawson as the individual to be responsible for the overall Services. Company's Personnel will be responsible for ensuring that all Services are provided as outlined in the Scope of Services and will be Company, Inc.'s primary contact for all Services under this Contract.

Company must not remove such Personnel from providing the Services contemplated by this Contract; provided, however, that the removal of such due to their incapacity, voluntary termination, or termination for cause will not constitute a violation of this Contract. Authority will require that, at a minimum, any proposed replacement have equal or greater qualifications and experience as the Personnel being replaced. Company will not make any changes to the Personnel until written notice is made to and approved by the Authority's Vice President of Maintenance or designee.

4. TERM

4.1 Effective Date

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

4.2 Term

This Contract will begin on March 1, 2026, and will continue through February 28, 2031.

4.3 Commencement of Fees and Charges

All fees and charges hereunder will commence on March 1, 2026 and will continue for the Term of this Contract.

4.4 Commencement of Operations

Company will begin providing Services on March 1, 2026 and will continue through February 28, 2031.

4.5 Extension

Upon the expiration of the Term of this Contract, including any renewal options, at the

Authority's sole discretion, this Contract may be extended for a maximum of six (6) months. Such extensions 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.

4.6 Early Termination

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

5. FEES AND PAYMENTS

5.1 Not-to-Exceed

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

5.2 Payment

A. Authority will pay Company for Services provided under Exhibit A, Scope of Services:

Services	Total 5-Year Contract Cost	Annual Contract Cost	Monthly Contract Cost
Technical Support 24 x 7 x 365	\$153,766.49	\$30,753.30	\$2,562.78

B. Authority will pay Company for Extra Work based on the following hourly labor rate:

Extra Work – On-Site Service	Normal Working Hours	Overtime and/or Saturday	Sunday and/or Holidays
Hourly Labor Rate	\$254.00	\$381.00	\$508.00

Note: Holidays are defined as New Year's Day, Martin Luther King Jr. Day, Memorial Day, Fourth of July, Thanksgiving Day, day after Thanksgiving, and Christmas Day.

1.1 Software Costs

The Authority may require changes in Software, including, but not limited to, Software license increases, upgrades, and Enhancements of the existing FactoryTalk software, and may purchase new Software developed by Rockwell Automation and Allen Bradley, a

division of Rockwell Automation, that works with the Authority's baggage handling System. All changes will be offered at Company's rates at the time of request. Changes shall be processed utilizing Exhibit D, Sample Work Order as outlined in Article 3, SCOPE OF SERVICES, Section 3.2, Work Order.

1.2 Travel Expenses

Company travel is not anticipated for the provision of Services or Extra Work under this Contract, however, if authorized, travel costs will be approved in advance by Vice President of Maintenance or designee and will be paid in accordance with Exhibit E, Authority Policy P412, Travel, Business Development, and Working Meals Expenses.

5.3 Invoices

Invoices required by this Contract 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, all assigned and on-going project activities during the preceding billing period, and purchase order number.

5.4 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 > Business & Careers > Business Opportunities > Supplier Resources > Electronic Payment Methods. Authority reserves the right to modify the electronic payment methods and processes at any time. Company may change its selected electronic payment method during the Term of this Contract in coordination with Accounts Payable.

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.

5.5 Payment When Services Are Terminated at the Convenience of Authority

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

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

6. TAXES

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

Company will pay the taxes, fees, or assessments reflected in a notice Company receives from the Authority within 30 Days after Company's receipt of that notice or within the time period prescribed in the tax bill. Authority will attempt to cause the taxing authority to send the applicable tax bills directly to Company and Company will remit payment directly to the taxing Authority, in such instance. Company may reserve the right to contest such taxes, fees, or assessments and withhold payment upon written notice to Authority of its intent to do so, so long as the nonpayment does not result in a lien against the real property or any Improvements thereon or a direct liability on the part of Authority.

7. OWNERSHIP OF DOCUMENTS

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

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 Contract. All Services furnished by Company, its employees and/or its subcontractors must be performed in accordance with industry standard, in a timely manner, and must be fit and suitable for the purposes intended by Authority. Company's Services and Deliverables must conform with all applicable Federal and State laws, regulations and ordinances.

9. NON-EXCLUSIVE RIGHTS

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 Contract. Company further

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acknowledges that this Contract is not a guarantee of the assignment of any work and that the assignment of work to others is solely within Authority's discretion.

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

10. DEFAULT, REMEDIES, AND TERMINATION RIGHTS

10.1 Events of Default

The following events will be deemed events of default (each an "Event of Default") by the Company:

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

10.2 Authority Remedies

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

- A. Terminate Company's rights under this Contract and, in accordance with law, Company will remain liable for all payments or other sums due under this Contract and for all damages suffered by Authority because of Company's breach of any of the covenants of this Contract; or
- B. Treat this Contract as remaining in existence, curing Company's default by performing or paying the obligation which Company has breached. In such event all sums paid or expenses incurred by Authority directly or indirectly in curing Company's default will become immediately due and payable as well as interest thereon, from the date such fees or charges became due to the date of payment, at twelve percent (12%) per annum or to the maximum extent permitted by law; or
- C. Declare this Contract to be terminated, ended, null and void.

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

10.3 Company's Remedies

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

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

10.4 Continuing Responsibilities of Company

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

11. INDEMNIFICATION

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

1. acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
2. violation of any law, regulation, rule, order, decree, ordinance, Federal Directive or Federal Circular; and/or
3. 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

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, whether the liability, suit, claim, procedure, lien, expense, loss, cost, royalty, fine or damages is caused in part by an indemnified party. This indemnity obligation expressly applies, and shall be construed to include, any and all claim(s) caused in part by the negligence, acts or omissions of the Authority, its members, officers, agents, employees, or volunteers.

B. In addition to the duty to indemnify and hold harmless, Company will have the separate and independent duty to defend Authority, its members, officers, agents, employees, and volunteers from all suits, claims or actions of any nature seeking damages, equitable or injunctive relief expenses, liens, expenses, losses, costs, royalties, fines, attorney's fees or any other relief in the event the suit, claim, or action of any nature arises in whole or in part from the:

1. acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
2. violation of any law, regulation, rule, order, decree, ordinance, Federal Directive, Federal Circular or ordinance; and/or
3. contamination of the soil, groundwater, surface water, stormwater, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection agency or

other regulatory agency to be an environmental contaminant

by the Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company regardless of whether it is caused in part by Company, its members, officers, agents, employees, or volunteers. This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature to Company by a party entitled to a defense hereunder. This duty to defend obligation expressly applies, and shall be construed to include, any and all claim(s) caused in part by the negligence, acts or omissions of the Authority, its members, officers, agents, employees, or volunteers.

C. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then with respect to the part so limited, Company agrees to the following: To the maximum extent permitted by Florida law, Company will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Company and persons employed or utilized by Company in the performance of this Contract.

D. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statute § 725.06 (1) or any other applicable law, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Contract, (ii) coverage amount of Commercial General Liability Insurance required under this Contract, or (iii) \$1,000,000.00. Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

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

F. 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 Contract. This indemnification in this paragraph shall survive the termination of this Contract. 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.

G. 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.

H. Authority and its members, officers, agents, employees, and volunteers reserve the right, at

their option, to participate in the defense of any suit, without relieving Company of any of its obligations under this Article.

I. If the above Paragraphs A - H or any part of Paragraphs A – H are deemed to conflict in any way with any law, the Paragraph or part of the Paragraph will be considered modified by such law to remedy the conflict.

J. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CONTRACT, A PARTY'S LIABILITY SHALL NOT EXCEED AN AMOUNT EQUAL TO TWO TIMES THE CONTRACT PRICE AND ANY ACCUMULATIVE ISSUED WORK ORDER COSTS FOR THESE SERVICES ON AN ANNUAL BASIS. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, LIQUIDATED, PUNITIVE, OR CONSEQUENTIAL DAMAGES. THE LIMITATIONS CONTAINED IN THIS PARAGRAPH SHALL NOT APPLY TO (I) THIRD-PARTY CLAIMS FOR PERSONAL INJURY INCLUDING DEATH OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY COMPANY'S NEGLIGENCE OR WRONGFUL ACTS OR OMISSIONS IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THE CONTRACT, (II) BREACH OF ANY CONFIDENTIALITY OBLIGATIONS, (III) ACTUAL PROCEEDS FROM INSURANCE REQUIRED PURSUANT TO THE CONTRACT, (IV) VIOLATION OF LAW, AND/OR (V) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

12. ACCOUNTING RECORDS/AUDIT REQUIREMENTS

12.1 Books and Records

In connection with payments to Company under this Contract, it is agreed Company will maintain full and accurate books of account and records customarily used in this type of business operation, in conformity with Generally Accepted Accounting Principles (GAAP). Company will maintain such books and records for five years after the end of the Term of this Contract. Records include, but are not limited to, books, documents, papers, records, research, and Work Orders related to this Contract. Company will not destroy any records related to this Contract without the express written permission of the Authority.

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

At any time or times during the Term of this Contract or within five years after the end of this Contract, the Authority, FAA, Federal Highway Administration, FDOT, FEMA, Florida Auditor General, Florida Inspector General, Florida Chief Financial Officer, Transportation Security Administration, 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 Contract or over selected operations performed by Company under this Contract for the purpose of determining compliance with this Contract.

Access will be granted to all of Company's records directly pertinent to this Contract or any Work
CONTRACT FOR BAGGAGE HANDLING SYSTEM HARDWARE/SOFTWARE SUPPORT
Hillsborough County Aviation Authority
Rexel USA, Inc.

Order, as well as records of parent, affiliate and subsidiary companies and any subconsultants or subcontractors directly pertinent to this Contract or any Work Order. 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 directly pertinent to this Contract requested by Auditors within fourteen (14) Days of the request at the initiation of the engagement and to deliver or provide access to all other records directly pertinent to this Contract requested during the engagement within seven (7) Days of each request. Company will be in material breach of this Contract if Company fails to provide requested records in accordance with this Article and Company will be responsible for the cost of the audit as determined by the Authority.

Auditors have the right during the engagement to interview Company's employees, subconsultants, and subcontractors, and to retain copies of any and all records directly pertinent to this Contract 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 granted outside of the internal audit function for any Services included or not included in this Contract 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 Contract 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 Contract.

13. INSURANCE

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

governing body, and the Authority's officers, volunteers, agents, and employees are included as additional insureds.

Company agrees the required insurance shall be primary and not contributory to any other valid and collectible insurance the Authority may possess, including any self-insured retention or deductible amount, and that any other insurance shall be considered excess insurance only. 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 Contract 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 Contract.

Commercial General Liability Insurance

The minimum limits of insurance covering the Services performed pursuant to this Contract will be the amounts specified herein. Coverage will be provided for liability resulting out of, or in connection with ongoing operations performed by, or on behalf of, the Company under this Contract or the use or occupancy of Authority premises by, or on behalf of, the Company in connection with this Contract. Coverage shall be provided on a form no more restrictive than ISO Form CG 00 01 or equivalent. Where allowed by law Additional insured coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 12 19 and CG 20 37 12 19

	Contract Specific
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

13.1 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

13. 2 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 Contract are:

Each Occurrence – Bodily Injury and Property Damage Combined	\$1,000,000
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13.3 Professional Liability Insurance

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

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

13.4 Technology Professional Liability/Errors and Omissions Insurance

The Company shall purchase and maintain, throughout the life of this Contract, a Technology Professional Liability/Errors and Omissions insurance policy covering liability arising from or in connection with acts, errors, or omissions, in rendering or failure to render technology professional Services or in connection with the specific Services described in this Contract, including technology-related design and consulting by the Company, its agents, representatives, or employees.

The minimum limits of Technology Professional Liability/Errors and Omissions insurance covering all work of Company without any exclusions unless approved in writing by Authority will remain in force for a period of three years following termination of this Contract. The minimum limits of coverage are:

Each Occurrence	\$5,000,000
Annual Aggregate	\$5,000,000

Such Technology Professional Liability/Errors and Omissions coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract Effective Date, the Company must purchase “extended reporting” coverage, which will provide coverage to respond to claims for a minimum of three years after completion of Services completed during the Term of this Contract.

The Technology Professional Liability/Errors and Omissions insurance coverage may be subject to a deductible or self-insured retention, which may not exceed \$100,000 per claim.

13.5 Waiver of Subrogation

CONTRACT FOR BAGGAGE HANDLING SYSTEM HARDWARE/SOFTWARE SUPPORT
Hillsborough County Aviation Authority
Rexel USA, Inc.

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

13.6 Incident Notification

The Company will promptly notify the Airport Operations Center (AOC) of all Incidents involving bodily injury, property damage, Data Breach, security breach, ransomware (data theft), or an extortion threat occurring on Authority-owned property, tenant-owned property or third-party property.

13.7 Customer Claims, Issues, or Complaints

All customer claims, issues, or complaints regarding property damage, bodily injury, data theft, or an extortion threat 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.

13.8 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 which can be provided upon request.

14. COMPLIANCE WITH NON-DISCRIMINATION REQUIREMENTS

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

- A. Compliance with Regulations. Company will comply with 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 Contract.
- B. Nondiscrimination. Company, with regard to the work performed by it during this Contract, 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 Contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of this Contract, Company, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

1. 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);
 2. 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);
 3. 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);
 4. 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;
 5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
 6. 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);
 7. 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);
 8. 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;
 9. 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); and
 10. 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).
- C. 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 Contract and the Nondiscrimination Acts and Authorities relative to of race, color or national origin.

- D. Information and Reports. Company will provide all information and reports required by the Nondiscrimination Acts and Authorities, 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 this 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.
- E. Sanctions for Noncompliance. In the event of Company's non-compliance with the non-discrimination provisions of this Contract, 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 Contract until Company complies, and/or cancellation; (b) canceling, terminations or suspending this Contract, in whole or in part.
- F. Incorporation of Provisions. Company will include the provisions of Paragraphs A through E in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, the Regulations, and/or directives issued pursuant thereto. Company will take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, 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.

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

15. SMALL BUSINESS ENTERPRISE

15.1 Authority Policy

Authority is committed to the participation of Small Business Enterprises (SBEs) in non-concession,

non-federally funded contracting opportunities in accordance with Authority SBE Policy and Program. Company will take all necessary and reasonable steps in accordance therewith to ensure that SBEs are encouraged to compete for and perform subcontracts under this Contract.

15.2 Non-Discrimination

- A. Company and any subcontractor of Company will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Company will carry out applicable requirements of Authority SBE Policy and Program in the award and administration of this Contract. Failure by Company to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Authority deems appropriate.
- B. Company agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any agreement, management Contract, or subcontract, purchase or lease agreement.
- C. Company agrees to include the statements in paragraphs (A) and (B) above in any subsequent agreement or Contract that it enters and cause those businesses to similarly include the statements in further agreements or Contracts.

Company, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (1) that no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airport facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; and (3) that Company will fully comply with the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 as amended from time to time.

15.3 SBE Participation

- A. SBE Goal: No specific expectancy for SBE participation has been established for this Contract; however, Company agrees to make a good faith effort, in accordance with Authority SBE Policy and Program, throughout the Term of this Contract, to Contract with SBE firms certified as a small business by the City of Tampa, Hillsborough County, City of St. Petersburg, Pinellas County, or as a Disadvantaged Business Enterprise (DBE) under the Florida Unified Certification Program pursuant to 49 CFR Part 26 in the performance of this Contract.
- B. SBE Termination and Substitution: Company is prohibited from terminating or altering or changing the Services of a SBE subcontractor except upon written approval of Authority in accordance with Authority procedures relating to SBE terminations contained in the SBE Policy and Program. Failure to comply with the procedure relating to SBE terminations or changes during this Contract will be a material violation of this Contract

and will invoke the sanctions for non-compliance specified in this Contract and the SBE Policy and Program.

- C. **Monitoring:** Authority will monitor the ongoing good faith efforts of Company in meeting the requirements of this Article. Authority will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this Article, including, but not limited to, records, records of expenditures, contracts between Company and the SBE participant, and other records pertaining to SBE participation, which Company will maintain for a minimum of three years following the end of this Contract. Opportunities for SBE participation will be reviewed prior to the exercise of any renewal, extension or material amendment of this Contract to consider whether an adjustment in the SBE requirement is warranted. Without limiting the requirements of this Contract, Authority reserves the right to review and approve all subleases or subcontracts utilized by Company for the achievement of these goals.
- D. **Prompt Payment:** Company agrees to pay each subcontractor under this Contract for satisfactory performance of its Contract no later than ten (10) Days from the receipt of each payment Company receives from Authority. Company agrees further to release retainage payments to each subcontractor within ten (10) Days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of Authority. This clause applies to both SBE and non-SBE subcontractors.

16 AUTHORITY APPROVALS

Except as otherwise indicated elsewhere in this Contract, wherever in this Contract 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 INFORMATION TECHNOLOGY REQUIREMENTS

17.1 REPRESENTATIONS

Company represents and warrants, and it is a condition of this Contract, that:

- A. Company is competent to perform its obligations hereunder, and has sufficient manpower, resources, skills, experience, tools and all such other materials as may be required to meet its obligations in accordance with the Implementation Schedule or otherwise on or before the required date(s);
- B. Company has the necessary qualifications (including knowledge, experience and skill) to provide the Deliverables, and will provide the Deliverables (including warranty and

maintenance service) in a diligent, professional and timely manner; and

- C. Any subcontractors engaged by NO VALUE to carry out any part of the Company's obligations contemplated hereunder shall:
 - 1. be competent to perform their obligations;
 - 2. be accepted by Authority in writing prior to performing any Services hereunder;
 - 3. have sufficient manpower, resources, skills, experience, tools or all such other materials as may be required in order to meet their obligations in accordance with the Implementation Schedule or otherwise on or before the required date(s); and
 - 4. have the necessary qualifications, including knowledge, experience and skill, to perform the work expected of them, with the ability to use such knowledge, experience and skill effectively in carrying out their obligations.

17.2 CONDUCT

- A. Company shall supply all the resources, facilities, labor and supervision, management, Services, equipment, materials, drawings, technical data, technical assistance, engineering Services, inspection and quality assurance procedures and planning necessary to provide the Deliverables in accordance with the Implementation Schedule or as otherwise required. Without limiting the generality of the foregoing, the Company will specifically be responsible to provide, at its sole expense:
 - 1. access to an appropriate computer platform for the purposes of providing the Deliverables, if required; and
 - 2. all resources, components or things otherwise required or desirable for the Company to complete the Deliverables.
- B. If required, Company may have certain limited access to Authority IT Infrastructure but only if Company obtains the prior written permission of Authority and complies with any restrictions or prohibitions or any other terms and conditions which are set out by Authority.
- C. The Company shall:
 - 1. perform all of its obligations hereunder in a diligent, professional, and efficient manner;
 - 2. apply, as a minimum, such quality assurance tests, inspections, and controls as are normally applied by reputable contractors in providing similar Deliverables; and
 - 3. ensure that the Deliverables:
 - a. are of proper quality, material, and workmanship;
 - b. are in full conformity with and meet or exceed the Functional Specifications;
 - c. meet or exceed manufacturers' performance or other specifications for

- components or computer programs incorporated in the Deliverables;
 - d. meet or exceed all other requirements of this NO VALUE; and
 - e. are provided in accordance with the Implementation Schedule and meet any other application deadlines.
- D. Company shall provide, at its sole expense, reports on the status or progress in providing the Deliverables, and such other reports as may reasonably be required by Authority.
- E. Company specifically warrants, and it is a condition of this Contract, that in providing the Deliverables (including any Deliverables provided by any subcontractors), Company shall, and shall ensure that any subcontractor:
1. abide by all of the security practices and directions provided by Authority; and
 2. provide an adequate level of protection and security for the data, databases, computer programs, and resources of Authority and others as provided or made available to NO VALUE, in order to ensure no disclosure of, unauthorized use of or unauthorized access to any such data, databases, computer programs or other resources.

17.3 SUBCONTRACTING

- A. Company shall obtain the written consent of Authority prior to subcontracting any portion of the Deliverables. Any consent to a subcontract that is obtained shall not relieve Company from its obligations under this Contract or be construed as authorizing the establishment of any liability whatsoever on the part of Authority to a subcontractor. Company shall be wholly responsible to ensure that any permitted subcontractor provides any part of the Deliverables in accordance with the obligations of the Company set out in this Contract.
- B. In any subcontract, Company shall, unless Authority otherwise consents in writing, ensure that the subcontractor is bound by terms and conditions compatible with, and not less favorable to Authority, the terms and conditions of this NO VALUE.

17.4 INSTALLATION AND DOCUMENTATION

- A. Company shall install all of the components of the Software in accordance with the Implementation Schedule, and shall deliver to Authority copies of all Documentation, including operating manuals, training aids, user guides and System administration Documentation as well as technical reference materials describing the operation of all such components in sufficient detail to enable Authority's employees to operate, use, maintain, repair, modify, enhance, support and test the same without assistance from Company. Such Documentation shall include, without limitation, the Documentation described in Exhibit G, System Documentation and System Diagram.
- B. Authority shall have the right to reproduce all Documentation supplied by the Company under this Contract, including but not restricted to the Software and the Documentation

referred to in Exhibit G, System Documentation and System Diagram, provided that such reproductions shall be solely for use by Authority or any other member of the Authority and its representatives, that such reproductions shall be subject to the same restrictions on use and disclosure as are contained in this Contract with respect to the original Documentation, and that any copyright notices or markings contained on such Documentation shall not be removed from any reproduced copies.

17.5 INSPECTION OF DELIVERABLES

- A. Upon the Deliverables being installed by the Company, Authority and Company shall subject the Deliverables to diagnostic testing to verify that they meet the Functional Specifications.
- B. If the testing confirms that the Deliverables meet the Functional Specifications, Authority shall notify Company in writing that the Deliverables have been successfully installed. If the Deliverables do not meet the Functional Specifications, Authority shall notify the vendor of such failure, specifying the problems encountered. Upon Authority's notice, Company shall immediately conduct a retest. If upon retesting the Deliverables do not meet the Functional Specifications Company shall, within ten (10) business Days, correct all problems and shall notify Authority of completion of the corrections, following which the test procedure set out in this Section shall be performed again.
- C. If the Deliverables do not meet the Functional Specifications, Authority shall have the option of:
 - 1. notifying Company of the failure and requiring Company to correct the problem, in which case the provisions of this Section shall apply again; or
 - 2. terminating this Company and requiring Company to promptly refund all amounts paid by Authority under this Contract.
- D. Company's Services in correcting problems, if any, specific to the installation test criteria shall be provided free of charge to Authority.

17.6 SCOPE OF LICENSE

- A. The license granted to Authority hereunder includes the right to permit any member or members of Authority to use and access the Deliverables at no additional cost, provided that only the licensed number of copies of the Software be used at any one time. For greater certainty, the Software may be used on any computer Systems of Authority in this regard and may be used to perform processing for any or all Authority members.
- B. Except as specifically set out in this Contract, Company shall be responsible for all communications and dealings with third-party vendors of computer programs or Systems which make up part of the Software. Company represents and warrants, and it is a condition of this Contract, that Company shall have the right to grant, on behalf of itself

and such third-party vendors, the rights granted to the Authority under this Contract.

- C. Company shall ensure that all third-party vendors comply with the terms and conditions of this Contract, and that any Software provided by such vendors is free from defects in materials and workmanship, and that it does not infringe upon any intellectual property rights of any third-party. In the event of any failure to comply with these obligations, Company shall take all necessary steps to rectify the situation, including but not limited to, providing Updates, patches, or replacements at no additional cost to Authority.

17.7 TRADEMARKS AND PROPRIETY NOTICES

- A. The Parties expressly reserve all rights to their own tradenames, logos, trademarks, other identifying symbols and all of their proprietary rights in their product packaging or labeling of any Software. Neither Party shall acquire any right, title or interest in or to any such tradename, logo, trademark, or other identifying symbols of the other Party.
- B. Authority shall ensure that all proprietary and copyright notices of Company on the Software are in place and left intact at all times and are placed in such location or locations as the Company may reasonably advise in relation to the Software.

17.8 TEMPORARY TRANSFER OF SOFTWARE

All computer programs whose use is limited under this Contract may be temporarily installed on other computer hardware or equipment for reasonable periods of time when any of the Authority's computer Systems or locations are non-operational for any reason whatsoever, subject to all other terms and conditions of this Contract.

Subject to this Section and except as otherwise provided hereunder, at no time will any computer program whose use is limited under this Contract be running concurrently on more than the number of designated computer Systems specified in this Contract.

Should any transfer contemplated in this Section require a different version of any computer program in order for it to be compatible with a different computer System, hardware or operating System, Company shall provide a limited term license of an appropriate version, if existing and available from Company, without payment of additional license fees by Authority.

17.9 IMPROVEMENTS

- A. From time to time, whenever available, Company shall provide Improvements to Authority, which Improvements shall be included in and form part of the Software and Documentation and be subject to the same terms, conditions and restrictions as the original Software and Documentation provided to Authority by Company.
- B. Company shall notify Authority of any Improvements developed or acquired by Company, its agents, licensees or contractors.
- C. Where Company produces or acquires Improvements for any part of the Deliverables,

Authority shall have the right to obtain such Improvements together with supporting Documentation and appropriate Updates to existing Documentation, at no additional cost during the warranty period as provided for in Section 22 and for so long thereafter as Authority continues to pay the annual maintenance support charge. In any event, Improvements will be provided by Company at no charge where such Improvements are required because of an actual or threatened infringement or violation of copyright or such similar cause.

- D. Company shall distribute Improvements on a continual basis and shall provide information concerning new Releases or Upgraded versions on a timely basis. In all cases, Documentation revisions and additions shall be delivered on a timely basis to reflect the current version(s) of the computer Software programs in question.
- E. Authority reserves the right to install or not install any of the Improvements provided or made available by Company, without in any way affecting the warranty or maintenance obligations of Company hereunder.
- F. Where Improvements constitute new versions or Releases of the computer Software programs provided to Authority by Company hereunder, Authority shall be entitled to refrain from installing such new version or Release, on a temporary or permanent basis, without in any way affecting the warranty or maintenance and support Services hereunder. Where any new versions or Releases are installed by Authority, Authority shall be entitled where necessary or appropriate to run the current and new versions or Releases concurrently until the new version or Release has been installed and tested to Authority's satisfaction, but in any event for not more than ninety (90) Days.
- G. In the event of an Error, defect, deficiency, failure, problem or non-conformance in the Deliverables, Company, at the request of Authority, shall as soon as possible repair, replace or otherwise make good at its own option and expense the Error, defect, deficiency, failure, problem or non-conformance. If Authority reports an Error, defect, deficiency, failure, problem or non-conformance to Company, Authority shall give Company reasonable access to the System and hardware on which the System resides and shall provide such information as the Company may reasonably request, including sample output and other diagnostic information, in order to permit Company to expeditiously correct the Error, defect, deficiency, failure, problem or non-conformance. All corrections shall become part of the Deliverables and shall be subject to the terms and conditions set out in this Contract with respect to the Deliverables provided by Company. For the purposes of this Contract, an Error, defect, deficiency, failure, problem or non-conformance is corrected only when the Deliverables are brought into conformity with the Functional Specifications, which Functional Specifications shall include, as appropriate, the most current product Documentation available at the applicable time.
- H. Notwithstanding anything else herein contained, in the event an Error, defect, deficiency, failure, problem or non-conformance in the Deliverables, not caused directly by Unapproved Improvements, results in the Deliverables being functionally inoperable within a period of one (1) year following installation, and Company is unable to remedy such Error, defect, deficiency, failure, problem or non-conformance to Authority's

satisfaction within thirty (30) Days of being notified of the same, Authority shall be entitled, at its option, to reject the Deliverables for a refund of all amounts paid to Company.

17.10 WARRANTIES

- A. Company IP and Third-Party Intellectual Property: Company represents and warrants that it owns, or is authorized to use, all Company IP, and Company-provided third-party Intellectual Property.
- B. Developed Software:
 - 1. Authority may order Software Enhancements and development by a written Work Order. Company grants Authority non-exclusive, non-transferable license to use the Software. The Software can only be used by Authority employees, partners and customers, and is not assignable or licensable by Authority. Partners includes any other party not defined, with prior approval from Company. The Software granted hereunder includes all support, Updates, Upgrades, future Releases or added functionality of the Software developed or enhanced by Company for the duration of Authority's use of the Software. Authority reserves the right to leverage further Enhancements, regardless of licensee, within this intellectual property, at no additional cost to Authority.
 - 2. Company represents and warrants that all developed Software will be free from material Errors in operation and performance, will comply with the applicable Documentation and specifications in all material respects, for twelve (12) months after the installation, testing and Acceptance of such developed Software by Authority. Any repairs made to developed Software pursuant to this Section will receive a new twelve (12) month warranty period in accordance with the terms of this Section.
 - 3. Company shall retain all intellectual property rights of the Software. If at any time Company ceases to do business or otherwise ceases to make the Software available, Company shall assign these rights, or any other rights reasonable and necessary for the Authority continued use without interruption. Thirty (30) Days prior to such event, Company shall provide the most current version of the Software source code and Documentation in Production to Authority.
- C. Accessibility and Security Requirements: The Software shall be accessible across segmented networks via standard web browsers utilizing HTTPS/SSL for secure communication. Additionally, the Software will support Okta Single Sign-On (SSO) to facilitate seamless user authentication and access management. The Company warrants that all necessary configurations and integrations will be implemented to ensure compliance with these accessibility and security requirements.
- D. Open Source Materials (OSM): Company represents and warrants that all OSM included in Deliverables or Software are obtained from a trusted distributor. Unless otherwise

specified in this Contract, Company must maintain OSM support, including required patching and security Updates, which will be provided promptly after release. NO VALUE must not use any materials that allow users to modify or incorporate source code into larger programs on the condition that the Software containing the source code is publicly distributed without restrictions, commonly known as "Copyleft."

- E. Resale of Equipment and Software: If Company resells to Authority any equipment or Software that Company purchased from a third-party, Company, to the extent it is legally able to do so, must pass through any such third-party warranties to Authority and reasonably cooperate in enforcing them. Such warranty pass-through will not relieve Company from its warranty obligations set forth in this Contract.
- F. Export Laws: Company will comply with all laws governing the export of intellectual property.

17.11 INTELLECTUAL PROPERTY

- A. Authority IP : Authority retains all right, title and interest in and to all Authority IP. Company will not be permitted to use any of the Authority's IP for the benefit of any entities other than the Authority. Upon expiration or termination of this Contract, Company must cease all use of Authority IP and must return all Authority IP to the Authority.
- B. Residual Knowledge: Nothing contained in this contract will restrict either Party from the use of any ideas, concepts, know-how, or techniques relating to the Services which either Party, individually or jointly, develops or discloses under this Contract, provided that in doing so (a) such information is solely retained in the unaided memory of the Parties employees performing or using such Services, (b) the Party does not breach its respective obligations relating to confidentiality and non-disclosure, and (c) such use does not infringe the intellectual property rights of others or third-parties who have licensed or provided materials to others. Except for the license rights contained under this Section, neither this Contract nor any disclosure made hereunder grants any license to either Party of the intellectual property rights of the other Party.
- C. Software Licenses: This Contract contains all terms and conditions relating to all licenses in Company-Provided Software and Company intellectual property. Except as explicitly set forth elsewhere in this Contract, all licenses that NO VALUE grants in Company-Provided Software include: (a) the right of use by third-party contractors for the benefit of Authority, (b) the right to make backup copies, and (c) the right to reasonably approve the procedures by which Company may audit the use of license entitlements.

17.12 DATA SECURITY

- A. Authority Data:
 - 1. 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

Company under this Contract by such Personnel.

2. Company must notify the Authority in advance of engaging any subcontractors that will have access to Authority Data and provide details about subcontractor's data security practices.
 3. 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.
 4. Company is obligated to maintain the confidentiality, availability, and integrity of all Authority Data in connection with the performance of the Company. Company must implement strict access controls to ensure that only authorized Personnel have access to Authority Data, including requirements for user authentication, role-based access control, and regular access reviews.
 5. Without limiting Company's other obligations under this Contract, Company must implement or use network management and maintenance applications and tools, appropriate fraud prevention and detection and encryption technologies to protect all Authority Data.
 6. Company must perform all using security technologies and techniques in accordance with industry-leading practices and the Authority's security policies, procedures, and other requirements made available to Company in writing.
 7. Company must perform all using security technologies and techniques in accordance with industry-leading practices and the Authority's security policies, procedures, and other requirements made available to Company in writing.
 8. Company must perform all using security technologies and techniques in accordance with industry-leading practices and the Authority's security policies, procedures, and other requirements made available to Company in writing.
 9. Company must perform all using security technologies and techniques in accordance with industry-leading practices and the Authority's security policies, procedures, and other requirements made available to Company in writing.
 10. Company must encrypt all Authority Confidential Information. Company must encrypt the aforementioned in motion, at rest, and in use in a manner that, at a minimum, adheres to Authority's security policies, procedures, and other requirements Company. Company must not deviate from this encryption requirement without advance written Authority approval.
 11. Company must provide to Authority, without charge, the timely application of any Upgrades to Software required for Company 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.
- B. No Malware/Surreptitious Code: Company represents and warrants 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 Company in any Authority Information Technology 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 Company, Software or equipment.

- C. Data Protection Laws: Company will comply with all applicable data protection laws, including those that would apply if Company, rather than the Authority, were the owner or data controller of any Authority Data in its possession or under its control in connection with the Company. Company will notify the Authority in writing within 24 hours of any actual or suspected non-compliance with applicable data protection laws or any security Incidents involving Authority Data.
- D. Security Vulnerability Management: 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. Company shall conduct annual penetration testing of all Systems and networks identified as high risk, high value, or requiring additional scrutiny. Such tests will be performed by qualified third-party experts, and the findings shall be reported to the Authority upon request.
- E. Notice to Authority: Company will adhere to and comply with all security measures and procedures established by the Authority and any applicable regulatory entities including, but not limited to, the TSA, and any terms of service agreed to by the Authority regarding data security. 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 (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 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 whose Personal Identifiable Information may have been affected or exposed by such Data Breach. Company must not make any public announcements relating to such Data Breach without Authority's Vice President of Communications, Marketing, and Strategy prior written approval.
- F. Data Breach Responsibilities:
 - 1. Upon discovery of an actual or reasonably suspected loss, or unauthorized use,

access, or disclosure of Authority Data, Company must promptly provide details regarding the Incident, its mitigation efforts, and its corrective action to prevent a future similar Incident. Company agrees to cooperate fully with the Authority in any investigation or response efforts related to the Data Breach, including providing access to relevant Documentation, records, and resources as needed, to include:

- a. investigating and resolving any data privacy or security issues;
 - b. upon request, providing Authority with an AAR including Root Cause Analysis of the Data Breach;
 - c. notifying any affected persons (solely at Authority's direction) and governmental regulators, as applicable;
 - d. recovering affected data or information, to the extent possible;
 - e. upon request, providing Authority with a corrective action plan acceptable to Authority; and
 - f. providing notice to impacted parties.
2. 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 or regulation, or otherwise 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.
- G. Incident Response Costs: In the event of a 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.
- H. Global Positioning System (GPS): Company will list any dependency on GPS technology or GPS technology incorporated in Company's product or Services.

17.13 EXIT ASSISTANCE

- A. Removal of Company Materials: Company is responsible, at its own expense, for de-installation and removal from Authority facilities any equipment owned or leased by Company that is not being transferred to Authority under this Contract, subject to the Authority's reasonable procedures and in a manner that minimizes adverse impacts to Authority.
- B. Transition Assistance: In the event of any expiration or termination of this Contract or award and transition to a new contract, Company will cooperate fully with Authority to ensure an effective and efficient transition of Services. Company acknowledges its responsibility to continuously perform the Services and maintain the same level of Services during the Transition Period. The terms of this Contract shall govern Company's and Authority's rights and obligations during such Transition Period. Company and

Authority will negotiate in good faith to establish the relative roles and responsibilities of Company and Authority in effecting such transition, as well as the appropriate date for completion of the transition. Company shall be entitled to receive compensation for any continued or additional consultation, Services, Software, or support required for transition. Transition Services will be mutually agreed upon via an executed Work Order.

17.14 INCIDENT CATEGORY AND PRIORITY RESPONSE AND RESOLUTION TARGETS

A. Priority Levels: Company shall comply with the Priority Levels provided below when Incidents are reported by Authority. These levels, as determined by Authority, are measured according to the business impacts of each problem. Software Support activity prioritization, response and resolution expectations are based on impact and urgency.

Category	Description
High	<p>The damage caused by the Incident increases rapidly.</p> <p>Loss of critical System functionality.</p> <p>Work that cannot be completed by staff is highly time sensitive.</p> <p>A minor Incident can be prevented from becoming a Major Incident by acting immediately.</p> <p>Customers are not able to be processed.</p> <p>A large number of customers are affected and/or acutely disadvantaged in some way.</p> <p>The financial impact of the Incident is likely to exceed \$10,000.</p> <p>The damage to the reputation of the Authority is likely to be high.</p>
Medium	<p>The damage caused by the Incident increases considerably over time.</p> <p>Loss of important System functionality.</p> <p>A moderate number of staff are affected and/or not able to do their job properly.</p> <p>A moderate number of customers are affected and/or inconvenienced in some way.</p> <p>The financial impact of the Incident is likely to exceed \$1,000 but will not be more than \$10,000.</p> <p>The damage to the reputation of the Authority is likely to be moderate.</p>

Low	<p>A minimal number of staff are affected and/or able to deliver an acceptable service, but this requires extra effort.</p> <p>Loss of non-essential System functionality.</p> <p>Non-essential inaccuracy within System.</p> <p>A minimal number of customers are affected and/or inconvenienced but not in a significant way.</p> <p>The financial impact of the Incident is likely to be less than \$1,000.</p> <p>The damage to the reputation of the Authority is likely to be minimal.</p>
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B. Restoration of Service Time:

1. When Authority reports an Incident to Company, Company will assign one of the below Priority Levels as determined by Authority to the Incident.
2. Authority shall provide Company with data dumps, as requested, and with sufficient support and test time on Authority System to duplicate the Incident, certify that the Incident is within the System, and certify that the Incident has been corrected.
3. Restoration of Service time based on Priority Level for the Incident as set by Authority is outlined in the following Incident and Prioritization Matrix and Response and Resolution Matrix:

	1 – Major Incidents/Organization-Wide/Business Critical/Financial/Multiple Lanes/Life Safety/Airport Customer Processing/Airport Reputation/Security	2 – Multiple PARCS Airport Customers or Authority End Users Including Authority Authorized Agents	3 – Multiple Authority End Users Including Authority Authorized Agents	4 – Authority End Users Including Authority Authorized Agents
1 – Work Blocked	P1 – Major Incident	P1 – Major Incident	P2 - High	P3 - Medium
2 – Work Degraded	P1 – Major Incident	P2 - High	P3 - Medium	P4 - Low
3 – Work not Affected	P3 - Medium	P3 - Medium	P4 - Low	P4 - Low
4 – Low Impact	P4 - Low	P4 - Low	P4 - Low	P4 - Low

Priority	Hours of Support	Response Target	Resolution Target
P1 – Major Incident	24 x 7	15 minutes	1 hour
P2 – High	24 x 7	30 minutes	4 business hours
P3 – Medium	Authority Business Hours	2 hours	1 business day
P4 – Low	Authority Business Hours	1 business day	5 business days

Note: Priority Level for Restoration of Service Time does not apply during Scheduled Downtime.

4. For critical Incidents, Authority shall submit a service request ticket to Company’s Service Desk. Authority shall also utilize escalation call-in procedures for directly contacting the local technical supervisor and Area Operations Manager. Company is responsible for providing the call-in telephone numbers to Authority and updating as applicable.

5. For critical and high Incidents, Company shall provide hourly Updates until resolution of the Incident is completed.

C. An Incident is deemed to be resolved when either:

1. The Company fixes the Incident, reports it to the Authority, and the Authority agrees to the resolution. If the Authority does not notify the Company of its agreement within forty-eight (48) hours of the Company's written notice of the correction, the Company will escalate the notification to the Authority Service Desk; or
2. Workaround has been achieved and the implementation of further resolution is scheduled; or
3. Authority acknowledges, after contacting Company, that there is no further Incident; or
4. Company confirms to Authority that the functionality which is the subject of the reported Incident is corrected; or
5. The Incident cannot, despite reasonable efforts, be reproduced by Company and/or Authority and as such was a one-off; or
6. Company and Authority mutually determine that a remedy for the Incident will be included in the next Release of the Software.

D. AAR: Company will provide a draft AAR within forty-eight (48) hours of any P1-Major Incident in accordance with this Company.

E. Root Cause:

1. The cause for nonconformance should be permanently eliminated through an agreed upon process, program, hardware and/or training solution.
2. Authority will work with Company to determine a mutually agreed upon solution to permanently eliminate the Root Cause. Solutions may include program, hardware and/or

training solution.

17.15 USE OF ARTIFICIAL INTELLIGENCE

- A. 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.
- B. Authority Data includes all data, drawings, specifications, reports, and any other information provided by the Authority or generated by Authority or Company in the course of providing Services.
- C. Any use of AI including, but not limited to generative AI, via platforms, tools, and Software must be consistent with Authority Policies, Standard Procedures, Rules and Regulations and applicable laws.
- D. To maintain the security of Authority Data and IT Systems, Company is prohibited from attempting to gain access to unapproved AI applications when using Authority Data. To avoid potential data leaks or security Incidents, Company is prohibited from inputting, uploading, or otherwise integrating any Authority Data 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.
- E. Company acknowledges and agrees that any Authority Data obtained using AI technology is the property of the Authority, and the Company shall not use such data for any purpose other than to provide Services to the Authority. Specifically, the Company shall not use Authority Data 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 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 unauthorized use or disclosure of Authority Data.
- F. Company's request for approval to use AI must be submitted in writing and contain the following:
 - 1. The specific Authority Data to be used;
 - 2. The purpose and intended use of the AI;
 - 3. The potential benefits and risks associated with using the AI;
 - 4. The measures in place to ensure data security and confidentiality;
 - 5. The mechanisms in place for ensuring compliance with applicable laws including but not limited to data privacy and data protection laws; and
 - 6. 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.

- G. Authority shall have sole and absolute discretion to approve or deny the use of AI for any aspect of the Company.
- H. To maintain the confidentiality of the Authority's data, Company must only share information with approved Personnel and must not input Sensitive Security Information (SSI) 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 Information Technology Services if it is unsure whether it should input certain information.
- I. Company must implement robust security measures to protect the Authority's Data from unauthorized access, use or disclosure. This includes but is not limited to: Encryption of data in both transit and at rest; access controls limiting data access to authorized Personnel only; and regular security audits and assessments.
- J. To maintain transparency and protect the Authority from claims against copyright infringement and/or theft of intellectual property, all AI generated content must be cited and reviewed when used for Authority purposes. At a minimum, a footnote stating "This content generated with the assistance of AI" should exist on any document or work product created with the assistance of AI. Company should clearly attribute any output to the AI application that created the output through a footnote or other means visible to any reader or user. Company should also maintain a record of AI use that can be shared with authorized Authority Personnel upon request. The Company will provide the Authority with regular reports detailing any use of AI involving Authority Data including any Incidents of unauthorized access or breaches. Company must be able to demonstrate that AI has controlled bias and third-party infringement mitigation in place.
- K. 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.
- L. Company is fully liable for any damages arising out of use of AI and Authority Data.
- M. Upon termination of this Contract, Company agrees to return all Authority Data to the Authority and securely destroy any copies in its possession, including those stored in any AI or other databases.
- N. Company shall ensure that all uses of AI adhere to recognized ethical standards guidance, such as the IEEE Global Initiative on Ethics of Autonomous and Intelligent Systems. Company will promote fairness, transparency, and accountability while avoiding bias and discrimination in AI applications.

17.16 ACCEPTANCE AND TEST PLAN

Company will coordinate with Authority to outline Acceptance criteria and to develop a test plan to verify the Software and technology are functioning to the Acceptance criteria. The mutually agreed upon Acceptance criteria will be effective by the issuance of a written letter to Company

CONTRACT FOR BAGGAGE HANDLING SYSTEM HARDWARE/SOFTWARE SUPPORT

Hillsborough County Aviation Authority

Rexel USA, Inc.

by the Vice President of Information Technology Services or designee and will not require a formal amendment to this Contract. The Acceptance criteria must be specific, measurable, achievable, relevant, and time-bound and should cover all functional and non-functional requirements, including performance, security, usability, and compliance standards. In the event that any defects or issues are identified during testing, the Company shall promptly remediate such defects at no additional cost to the Authority and re-test the affected functionality to ensure compliance with the Acceptance criteria.

17.17 MATERIALS AND THIRD-PARTY INTELLECTUAL PROPERTY

Company represents and warrants that it owns, or is authorized to use, all Company intellectual property and Company provided third-party intellectual property.

17.18 ACCESS TO AUTHORITY DATA

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. Upon termination of this Contract for any reason, the Company shall provide the Authority with full access to all Authority Data in its possession, custody, or control. The Company shall ensure that all Authority Data is returned to the Authority in a format agreed upon by both parties within 24 hours following the effective date of termination. The Company agrees to provide reasonable transition assistance to the Authority to facilitate the transfer of Authority Data and ensure continuity of operations for a period of 30 Days following termination.

17.19 FUTURE FUNCTIONALITY

- A. From time to time Company may provide Improvements to the Solution. Company shall notify the Authority of any Improvements developed or acquired by Company.
- B. Improvements include Updates, Upgrades, variations, alterations, error corrections, functional changes or other changes to the Software and technology, for the purposes of, without limitation:
 - 1. Improving Software efficiency and functionality;
 - 2. Improving operational integrity and efficiency
 - 3. Supporting legislated, regulatory, security or other lawful requirements;
 - 4. Correcting errors; and
 - 5. Implement additional licensed Software.
- C. Where Company produces or acquires Improvements for any part of the Software and technology, Authority shall have the right to obtain such Improvements together with supporting Documentation at no additional cost for so long thereafter as Authority

continues to pay the annual license fee.

- D. Company shall follow an industry-standard release management lifecycle framework, such as IT Infrastructure Library (ITIL) Release Management or Control Objectives for Information and Related Technologies (COBIT) framework including appropriate planning, building, testing, preparing, and deploying. Release notes detailing Enhancements, Updates, Upgrades, Improvements, bug fixes, and other changes are to be sent to Authority (5) business Days ahead of deployments.
- E. Authority reserves the right to install or not install any of the Improvements provided or made available by Company, without in any way affecting the warranty or support obligations of Company under this Contract.
- F. Where Improvements constitute new versions or Upgrades of the Software and technology, Authority shall be entitled to refrain from installing such new version or Upgrade on a temporary or permanent basis, without in any way affecting the warranty or support Services under this Contract. Where any new versions or Upgrade are installed by Authority, Authority shall be entitled, where necessary or appropriate, to run the current and new versions or Upgrades concurrently until the new version or Upgrade has been installed and tested to Authority's satisfaction, but in any event for not more than ninety (90) Days following installation of the Upgrade.

In the event of an Error, defect, deficiency, unplanned outage, failure, problem, or non-conformance in the Software and technology, Company, at the request of Authority, shall as soon as possible repair, replace, or otherwise make good at its own option and expense the Error, defect, deficiency, failure, problem or non-conformance. If Authority reports an Error, defect, deficiency, failure, problem, or non-conformance to Company, Authority shall give Company reasonable access to the System and Hardware on which the System resides and shall provide such information as the Company may reasonably request, including sample output and other diagnostic information, in order to permit Company to expeditiously correct the Error, defect, deficiency, failure, problem or non-conformance. All corrections shall become part of the Software and technology and shall be subject to the terms and conditions set out in this contract.

18 DISPUTE RESOLUTION

18.1 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 Contract, payment of money, extension of time, or other relief with respect to the terms of this Contract. The term claim also includes other matters in question between Authority and Company arising out of or relating to this Contract. The responsibility to substantiate claims will rest with the party making the claim.

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

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

Second Meeting: If the First Meeting fails to resolve the dispute or if the Parties fail to meet, a senior executive for Company and for Authority, neither of which have day to day Contract responsibilities, shall meet, within ten (10) Days after a dispute occurs, in an attempt to resolve the dispute and any other identified disputes or any unresolved issues that may lead

to dispute. Authority may invite other Parties as necessary to this meeting. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) working Days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

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

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

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

19 NON-EXCLUSIVE RIGHTS

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

20 WAIVER OF CLAIMS

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

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

22 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' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 870-8721, ADMCENTRALRECORDS@TAMPAAIRPORT.COM, HILLSBOROUGH COUNTY AVIATION AUTHORITY, P.O. BOX 22287, TAMPA FL 33622.

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

- A. Keep and maintain public records required by the Authority in order to perform the Services contemplated by this Contract.
- B. 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.
- C. 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 Contract and following completion of the Term of this Contract.
- D. Upon completion of the Term of this Contract, 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 T

E. 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.

23 CONTRACT MADE IN FLORIDA

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

24 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)	OR	(HAND DELIVERY) HILLSBOROUGH COUNTY AVIATION AUTHORITY
HILLSBOROUGH COUNTY AVIATION AUTHORITY TAMPA INTERNATIONAL AIRPORT P.O. BOX 22287 TAMPA, FLORIDA 33622-2287 ATTN: CHIEF EXECUTIVE OFFICER		5411 SKYCENTER DRIVE SUITE 500 TAMPA, FLORIDA 33607-1470 ATTN: CHIEF EXECUTIVE OFFICER

TO COMPANY:

Rexel USA, Inc. 14951 Dallas Parkway Dallas, TX 75254	OR	Rexel USA, Inc. 14951 Dallas Parkway Dallas, TX 75254
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or to such other address as either party may designate in writing by notice to the other party

CONTRACT FOR BAGGAGE HANDLING SYSTEM HARDWARE/SOFTWARE SUPPORT
Hillsborough County Aviation Authority
Rexel USA, Inc.

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.

25 SUBORDINATION OF CONTRACT

It is mutually understood and agreed that this Contract will be subordinate to the provisions of any existing or future agreement between Authority and the United States of America, its Boards, Agencies, Commissions, and others, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and this Contract will be subordinate to the license or permit of entry which may be granted by the Secretary of Defense.

26 SUBORDINATION TO TRUST AGREEMENT

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

27 ASSIGNMENT AND SUBCONTRACTING

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

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

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

28 EMPLOYEE PARKING

Nothing in this Contract shall be deemed to require Authority to provide parking to Company. Authority may provide parking accommodations to Company 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 Personnel shall be required to park within the designated areas.

29 APPLICABLE LAW AND VENUE

This Contract will be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Contract 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 Contract or any part hereof, or by any judgment or award in any suit or proceeding declaring this Contract null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

30 SCRUTINIZED COMPANIES

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

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

31 ANTI-HUMAN TRAFFICKING LAWS

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

This Contract 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 Laws

as provided in Florida Statute Section 787.06 (13).

32 RELATIONSHIP OF PARTIES

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

33 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 Contract as a condition precedent to the granting of funds for the Improvement of the Airport, Company agrees to consent to such amendments, Modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Contract as may be reasonably required to obtain such funds; provided, however, that in no event will Company be required, pursuant to this paragraph, to agree to an increase in the charges provided for hereunder.

34 TIME IS A MATERIAL ELEMENT

Time is a material element of Company's performance under this Contract.

35 WAIVERS

No waiver by Authority at any time of any of the terms, conditions, covenants, or agreements of this Contract, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant or Contract herein contained, nor of the strict and prompt performance thereof by Company. No delay, failure or omission of Authority 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 Authority will be required to restore or revive time as being of the essence hereof after waiver by Authority or default in one or more instances. No option, right, power, remedy or privilege of Authority will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, or remedies given to Authority by this Contract are cumulative and 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 Authority will not impair its rights to any other right, power, option or remedy.

36 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.

37 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.

38 FAA APPROVAL

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

39 AGENT FOR SERVICE OF PROCESS

It is expressly agreed and understood that if Company is not a resident of the State of Florida, or is an association or partnership without a member or partner resident of said State, or is a foreign corporation, then in any such event Company does designate the Secretary of State, State of Florida, as its agent for the purpose of service of process in any court action between it and Authority arising out of or based upon this Contract, and the service will be made as provided by the laws of the State of Florida, for service upon a non-resident. It is further expressly agreed, covenanted, and stipulated that if for any reason service of such process is not possible, and

Company does not have a duly noted resident agent for service of process, as an alternative method of service of process, Company may be personally served with such process out of this State, by the certified return receipt mailing of such complaint and process or other documents to Company at the address set out in this Contract, or in the event of a foreign address delivery by Federal Express, and that such service will constitute valid service upon Company as of the date of mailing and Company will have thirty (30) Days from date of mailing to respond thereto. It is further expressly understood that Company hereby agrees to the process so served, submits to the jurisdiction of the State or Federal courts located in Hillsborough County, Florida, and waives any and all obligation and protests thereto, any laws to the contrary notwithstanding.

40 INVALIDITY OF CLAUSES

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

41 SEVERABILITY

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

42 HEADINGS

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

43 SIGNATURES

43.1 Signature of Parties

It is an express condition of this Contract that it will not be complete or effective until signed by Authority and by Company.

43.2 Counterparts

This Contract may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

44 PUBLIC ENTITY CRIME

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

45 MISCELLANEOUS

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

46 ORGANIZATION AND AUTHORITY TO ENTER INTO CONTRACT

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

47 ORDER OF PRECEDENCE

In the event of any conflict(s) among the Contract Documents, Company will present conflict for resolution to Authority. Any costs resulting from Authority resolution of the conflict shall be borne by Company.

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 Contract:

- A. a change in the Scope of Services, if any;
- B. a change of the Contract amount, fees, hourly rates or other costs, if any;

- C. a change of the basis of payment, if any;
- D. a change in Contract time, if any; and
- E. changes to the terms and conditions of this Contract including, but not limited to, the SBE or DBE percentage rate, if any.

48.1 Exhibits

Based on the needs of Authority, the Exhibits may be modified from time to time by letter to Company without formal amendment to this Contract.

48.2 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 the Contract Documents, and Company will proceed promptly, unless otherwise provided in the change order, amendment or other written instrument.

48.3 Right to Carry Out the Services

If Company defaults or neglects to carry out the Services in accordance with the Contract Documents 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 COMPLETE CONTRACT

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

[Remainder of Page is Intentionally Left Blank]

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

HILLSBOROUGH COUNTY AVIATION AUTHORITY

ATTEST: _____

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: _____

Elita McMillon, 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 _____, 20__, 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

Rexel USA, Inc.

BY: *John C. Gschwind*
Signature

Senior Vice President, Legal, General Counsel & Corporate Secretary
Title

John C. Gschwind
Printed Name

5429 Lyndon B. Johnson Freeway, Suite 600
Printed Address

Dallas, Texas 75420
City/State/Zip

Signed in the Presence of:

Jasmine Centeno
Witness

Jasmine Centeno
Printed Name

Laurie Casak
Witness

Laurie Casak
Printed Name

Rexel USA, Inc.

STATE OF Connecticut
COUNTY OF Fairfield

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 14th day of January, 2026 by John C. Gschwind as SVP, General Counsel & Corporate Secretary for Rexel USA, Inc.
(Name of person) (type of authority) (name of party on behalf of whom contract was executed)

Stamp or Seal of Notary

Kathleen S. Weberg
Signature of Notary
Kathleen S. Weberg
Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification
Type of Identification Produced

KATHLEEN S. WEBERG
Notary Public - State of Connecticut
Commission No.: 121752
My Commission Expires: 4/30/2029

Exhibit A
Scope of Services

This Scope of Services details the type of services and deliverables that may be requested by Authority from Company.

- A. Services and Software
1. Company will provide Services as delineated in this Scope of Services and Section 5, Fees and Payment to the Contract and incorporated herein by reference, for the following:
 - 50 PLCs and all associated Allen-Bradley I/O hardware and networks.
 - 20 Rockwell Automation Control software products.
 - 30 Human-Machine Interface and Communication software products.
- B. Company will provide assistance with installing, configuring and maintaining equipment and Software, obtaining current Software Updates, diagnosing and fixing operating problems, and/or performing basic programming tasks including, but not limited to, the following:
1. Provide telephone technical support to respond to requests twenty-four (24) hours per day, 365 days per year, and respond to Authority phone calls within ten (10) minutes.
 2. Technical support will include, but is not limited to, diagnosing and correction of operating problems, response to technical questions, and assistance with programming or troubleshooting.
 3. Provide maintenance of the PLC system software at the highest operating level by making available Company's latest version as updates are released.
 4. Deliver new, reconditioned, repaired and/or upgraded Allen Bradley PLC products at the Allen Bradley large-user pricing. Core trade-ins will be returned to Company within fifteen (15) business days. Payment will be for the exact amount ordered. All purchases will be reviewed and approved in writing by Vice President of Maintenance or designee on a case by case basis.
 5. Provide support through e-mails, technical notes, and bulletins, with follow-up on any discrepancies, to Authority to confirm problems and questions are satisfactorily resolved.
 6. Deliver updated manuals via electronic media.
 7. Review Exhibit F, Rockwell Automation Services Agreement Fixed Price Proposal and make any required Software corrections and provide enhancement recommendations to Authority.
 8. Track all Authority reported discrepancies through a call management system with online access to check case status, review case history and create cases by Authority.
 9. All Services and Extra Work performed by Company will be satisfactory to Authority Vice President of Maintenance.
 10. Provide adequate supervision and inspections to assure competent performance of Services and Extra Work.

11. Prior to each onsite visit, provide to maintenance manager a written list of the names and addresses of all Company personnel and the positions of said Company personnel who are to perform the duties per the scheduled visit.
12. Use all reasonable care consistent with Company's rights to manage and control its operation, not to employ any persons, use any labor, use or have any equipment, or permit any condition to exist which may cause, or be conducive to, any complaint, trouble, dispute or controversy which interferes or is likely to interfere with the operation of the Airport or with Airport employees. The Vice President of Maintenance or designee may reject any Company personnel if the personnel is deemed to be unsuitable to work at Airport and Company will immediately replace such Company personnel.
13. Comply with all Federal, State, and local laws, executive orders, rules and regulations applicable to the Services, including Authority Rules and Regulations. Company will comply with all pertinent regulations contained in the published Security Plan for Airport.
14. Immediately report all accidents or unusual Incidents occurring on Airport premises to Authority operations center and maintenance department. Unusual or catastrophic events involving personnel or equipment covered by the Contract will be followed by a written report within five (5) days to Authority detailing the circumstances surrounding the event and the actions taken or to be taken by Company.
15. If any type of strike, boycott, picketing or work stoppage is directed against Company at the Airport which results in the discontinuance of Services, Authority will have the right to perform the Services and invoice Company for any costs in excess of the Contract prices. The Authority will prorate payments for Services completed but not invoiced by Company up until the time of any work stoppage.
16. Not utilize subcontractors in the performance of Services unless previously approved in writing by Authority. In no event will Company utilize independent contractors to perform any Services under this Contract.
17. Correct any deficiencies identified by the Authority within thirty (30) days of receipt of a written inspection or test report. Company will send a written response to any inspection or test report(s), except in instances requiring an immediate response, as determined by Authority. In the event Company does not agree with the findings of Authority independent third-party, Company will provide specific evidence to substantiate its disagreement.

[The remainder of this page was intentionally left blank]

Exhibit B - 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 of services of \$1 million or more.

Company: Rexel USA, Inc.		
Address: 5429 Lyndon B. Johnson Freeway, Suite 600		
City: Dallas	State: Texas	Zip Code: 75240
Phone: (972) 387-3600	Email: john.gschwind@rexelusa.com	
Federal ID Number: 20-5021845		

I, John C. Gschwind, as a representative of Rexel USA, Inc.
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

Senior Vice President, Legal, General Counsel & Corporate Secretary

Title

John C. Gschwind

Printed Name

January 14, 2016

Date

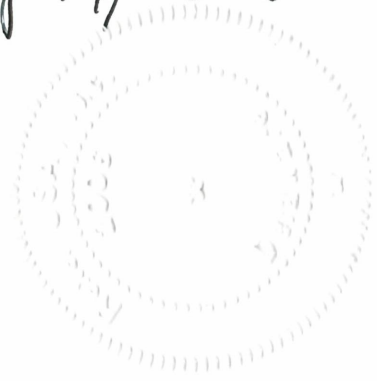


Exhibit C

Affidavit of Compliance with Anti-Human Trafficking Laws

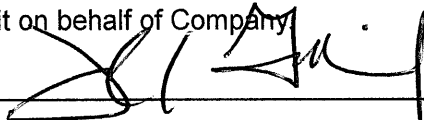
In accordance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of the Company listed below ("Company"), hereby attests under penalty of perjury that the Company:

1. Does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

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

Date: January 14, 2026

Company: Rexel USA, Inc.

Signed: 

Name: John C. Gschwind

Title: Senior Vice President, Legal, General Counsel
& Corporate Secretary

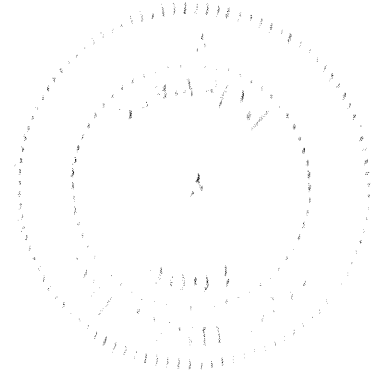


Exhibit D, Sample Work Order

Work Order – Professional Services
Hillsborough County Aviation Authority
CONTRACT FOR BAGGAGE HANDLING SYSTEM HARDWARE/SOFTWARE SUPPORT

Rexel USA, Inc.

1. Work Order No.:
2. Project Title: CONTRACT FOR BAGGAGE HANDLING SYSTEM HARDWARE/SOFTWARE SUPPORT

3. Authorization for Payment
Purchase Order No.: **OR** Purchasing Card Number provided

NOTE: The Purchase Order number must be entered above or Purchasing Card number provided to Company prior to signing this Work Order and prior to beginning work.

4. Contract Amount Summary

Contract Not-To-Exceed Amount		\$
Total of Previous Work Order(s)	-	\$
Subtotal		\$
Amount of this Work Order	-	\$
Remaining Contract Amount		\$

5. Project Information

- A. Project Purpose:
- B. Project Description:
- C. Project Scope of Work and Deliverables:
- D. Project Number:

6. Schedule and Costs

- A. Project Schedule/Timeline
Clearly outline the deliverables and the time it will take to complete each deliverable.

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

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

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

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

- C. Reimbursable Costs:
Provide an explanation for all projected reimbursable costs listed in Item B above.

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

<Projects one month and less>

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

OR

<Projects 30 to 90 days>

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

OR

Payment will occur monthly based on time logs and hours completed each month

OR

<Projects exceeding 90 days>

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

OR

Payment will occur monthly based on time logs and hours completed each month

Company acknowledges the acceptance of this Work Order and has received a Purchase Order number or a PCard number.

Company:

Date:

Authorized Official:

Name:

Title:

Signature: _____

Hillsborough County Aviation Authority Approval of this Work Order

Department: <Department>

Date:

Name:

Title:

Signature: _____

**cc: Central Records
Procurement Agent**

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

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

LEGAL CONSIDERATION: Subject to the provisions of applicable Florida Statutes, the Hillsborough County Aviation Authority Act authorizes the Authority to reimburse Board members, the Chief Executive Officer, and all Authority employees for all travel expenses incurred while on business for the Authority. The Hillsborough County Aviation Authority Act also authorizes the Authority to “[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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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:

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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.

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- 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.



Rockwell Automation Contract Renewal

To renew support for another year, please review this quote and instructions below.

If no changes are required, please follow the purchase order instructions outlined in Section 2.3.

If changes are required before purchase, please contact your local Rockwell Automation Distributor.



Rockwell Automation Services Agreement - Renewal

FIXED PRICE PROPOSAL

3801026156

Hills County Aviation Authority
Tampa, FL

Date of Issue: Wednesday, September 17, 2025
Quotation #: 352232 (RA Approval - QXSK10533A)

Presented to:
Hills County Aviation Authority
4100 George J Bean Pkwy
Tampa, FL 33607
United States

Proposed by:
Rexel USA, Inc.
4010 W Osborne Ave
Tampa, FL 33614-6526
United States

*Rockwell Automation
Unknown
Unknown
Unknown, Unknown Unknown
United States*

expanding human possibility®



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1 Rockwell Automation Statement of Work for Services

This proposal is offered to Rexel USA, Inc. for resale to Hills County Aviation Authority (“Customer”).

1.1 TechConnectSM Support Agreement

This TechConnectSM Support Agreement (“Agreement”) allows plants to be connected to Rockwell Automation's world-class phone and electronic technical support.

Rockwell Automation’s technical support team will provide assistance with installing, configuring and maintaining equipment and software, obtaining current software updates, diagnosing and fixing operating problems, or performing basic programming tasks.

1.1.1 Agreement Term

Agreement Coverage Period: Sunday, March 1, 2026 to Friday, February 28, 2031

1.1.2 TechConnectSM Support Levels

Product Family	Description	Support Level	Service Level
9800-PC24AUTOD	Automation Control Hardware	System Support	24 x 7 x 365
9800-PC24HMICOM	HMI Software	System Support	24 x 7 x 365
9800-PC24ABDRIVLHPF	LV Drives Low HP	System Support	24 x 7 x 365

Table 1: TechConnectSM Support Levels

1.1.3 Product Coverage Details

Rockwell Automation will provide TechConnectSM Support coverage to Customer for the Rockwell Automation Product Families & software serial numbers listed below. Please ensure the following information is complete and includes any new “Software Maintenance” products you wish to add to this support agreement.

Hardware Type
Automation Control Hardware
LV Drives Low HP

Product Family & Software Serial Numbers	Description	Install Count
9800-PC24AUTOD	Automation Control Hardware	
1789-L10		2
2232000536	SoftLogix 5800 L10 ESD Controller	1
2232000537	SoftLogix 5800 L10 ESD Controller	1
9324-RL0300ENE		1

Product Family & Software Serial Numbers	Description	Install Count
1012098907	RSLogix 500 Standard Edn ESD S/W	1
9324-RLD300ENE		10
1203028953	Studio 5000 Standard Edition ESD S/W	1
1203028954	Studio 5000 Standard Edition ESD S/W	1
1203032081	Studio 5000 Standard Edition ESD S/W	1
1203032085	Studio 5000 Standard Edition ESD S/W	1
1203032087	Studio 5000 Standard Edition ESD S/W	1
1203032094	Studio 5000 Standard Edition ESD S/W	1
1203036234	Studio 5000 Standard Edition ESD S/W	1
1203036235	Studio 5000 Standard Edition ESD S/W	1
1203042381	Studio 5000 Standard Edition ESD S/W	1
1203042382	Studio 5000 Standard Edition ESD S/W	1
9357-CNETL3		2
1163028227	RSNetWorx For ControlNet ESD Software	1
1163028228	RSNetWorx For ControlNet ESD Software	1
9800-PC24HMICOM	HMI Software	
9701-VWSCWAENE		27
2524115108	FT View Client Site Edition ESD S/W	1
2524115109	FT View Client Site Edition ESD S/W	1
2524115110	FT View Client Site Edition ESD S/W	1
2524115111	FT View Client Site Edition ESD S/W	1
2524115112	FT View Client Site Edition ESD S/W	1
2524115113	FT View Client Site Edition ESD S/W	1
2524115114	FT View Client Site Edition ESD S/W	1
2524115115	FT View Client Site Edition ESD S/W	1
2524115116	FT View Client Site Edition ESD S/W	1
2524115117	FT View Client Site Edition ESD S/W	1
2524115118	FT View Client Site Edition ESD S/W	1
2524115119	FT View Client Site Edition ESD S/W	1
2524115120	FT View Client Site Edition ESD S/W	1
2524140590	FT View Client Site Edition ESD S/W	1
2524140591	FT View Client Site Edition ESD S/W	1
2524140592	FT View Client Site Edition ESD S/W	1
2524140593	FT View Client Site Edition ESD S/W	1
2524140594	FT View Client Site Edition ESD S/W	1
2524140595	FT View Client Site Edition ESD S/W	1
2524140596	FT View Client Site Edition ESD S/W	1
2524140597	FT View Client Site Edition ESD S/W	1
2524140598	FT View Client Site Edition ESD S/W	1
2524140599	FT View Client Site Edition ESD S/W	1
2524140600	FT View Client Site Edition ESD S/W	1
2524140601	FT View Client Site Edition ESD S/W	1
2524140602	FT View Client Site Edition ESD S/W	1
2524140603	FT View Client Site Edition ESD S/W	1
9701-VWSS250LENE		4
2528020082	FT View SE Svr 250D W/RSLinX ESD S/W	1
2528020083	FT View SE Svr 250D W/RSLinX ESD S/W	1
2528021935	FT View SE Svr 250D W/RSLinX ESD S/W	1
2528021936	FT View SE Svr 250D W/RSLinX ESD S/W	1

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Product Family & Software Serial Numbers	Description	Install Count
9701-VWSS250LENM		2
2528029352	FT View SE Svr 250D W/RSlinx MED S/W	1
2528029353	FT View SE Svr 250D W/RSlinx MED S/W	1

Note: If changes to the TechConnectSM Support Product Coverage Details above are required, please contact your local Rockwell Automation sales office or Allen-Bradley® authorized distributor to request an updated proposal.

1.1.4 TechConnectSM Support Information

1.1.4.1 TechConnectSM Support Options

Rockwell Automation offers progressive levels of support to meet your business needs; see table below for all available support level options. Please refer to *Table 1: TechConnectSM Support Levels* regarding support levels included in this Statement of Work.

Support Level	Support Services Description
Application Support	<p>You are partnered with a team of technical support engineers who are uniquely designated to support your key applications. This team visits your site, becomes familiar with the applications, and gathers system drawings and documentation. This team will become an extension of your support staff, providing technical account management and scheduled consulting time.</p> <p>Application Support includes the support elements of Product Support, System Support and the following support elements:</p> <p>Real-time, Application-Level Support <i>Designated support team / Dedicated telephone and email / Documentation and case familiarization / Application knowledge management / Periodic performance reviews</i></p> <p>Surveillance and Alarming Options <i>Device and/or process monitoring and alarming at Rockwell Automation facility or remotely / Access to historical data for troubleshooting</i></p> <p>Application-Level Administration Option <i>Emergency backup / Performance tuning / Guaranteed field service call-out</i></p>
System Support	<p>System Support allows your calls to be routed to a group of technical support engineers with proven expertise in Rockwell Automation control systems. You will work with an engineer who manages your case through resolution and follow-up.</p> <p>System Support includes the support elements of Product Support, and the following support elements:</p> <p>Real-time, System-Level Support <i>Standard product and programming software / Advanced software / Proactive follow up / Single-point resolution</i></p> <p>Advanced Engineering Expertise</p>

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Support Level	Support Services Description
	<p><i>Get support from system-level support engineers that have multiple years of experience in the industrial automation industry</i></p>
Product Support	<p>As often as Customer needs require, you can contact Rockwell Automation technical support engineers for real-time phone support. Our engineers have deep knowledge of our products, software and legacy hardware and can use remote desktop technology to help troubleshoot or assist in the configuration of products quickly.</p> <p>Product Support includes the support elements of Self-Assist Support, and the following support elements:</p> <p>Real-Time, Product-Level Support <i>Standard product and programming software / Telephone and live chat support available in 20 languages / Remote desktop troubleshooting</i></p> <p>Learning+ Subscription Available for Purchase <i>Highly interactive learning featuring lessons, software simulations, and demonstration videos to help reinforce learning concepts. Available on any tablet or PC using Chrome, Safari, IE, Edge or Firefox. Each course has a knowledge assessment, requiring 80% to pass. Upon successful completion of the course, a learner will be awarded CEUs (where applicable).</i></p> <p>Live View <i>An enhanced support experience connecting you with Rockwell Automation Technical experts leveraging a live video feed and augmented reality annotations.</i></p> <p>Software Maintenance II <i>Software update media / Emergency software replacement</i></p>
Self-Assist Support	<p>Take advantage of the Knowledgebase, an online resource for technical information, support, and assistance. The Knowledgebase can assist in increasing productivity by finding solutions to technical questions more quickly - saving both time and money. The KnowledgeBase is maintained by the same engineers who provide TechConnectSM Support and is updated with the hardware and software solutions from actual support cases. These updates are incorporated dynamically. Self-Assist includes the following support elements:</p> <p>Welcome Kit <i>Essential support agreement information / Support authorization number / Local support telephone number / User guide</i></p> <p>Digital Assist Library <i>Cloud-hosted augmented reality library of work instructions. Leverage augmented reality to walk through the proper steps to complete tasks related to the repair and maintenance of Allen-Bradley hardware</i></p> <p>Software Maintenance I <i>Software update downloads</i></p> <p>Online Support Centre Access <i>Knowledgebase tech notes / Interactive forums / Product notifications / Manage service tickets / Submit questions via email</i></p>

1.1.4.2 Definitions of Common Terms Used in Services

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Technical Phone Support: Rockwell Automation phone support provides technical assistance for installation, configuration, troubleshooting, diagnosis, basic instruction programming and best practice recommendations. With an unlimited phone support agreement, Customer can call as often as needed throughout the term of your Agreement. Standard hours of coverage are 8:00 AM to 5:00 PM Monday – Friday (based on your local calling time; Rockwell Automation observed holidays excluded). Information on Rockwell Automation observed holidays can be found via the Knowledgebase in article #QA33258 (https://rockwellautomation.custhelp.com/app/answers/answer_view/a_id/819086/redirect).

Case Handling: Rockwell Automation handles cases that require further investigation as a priority with automatic escalation procedures, and call Customer back to provide a progress update if an answer is not immediately available.

Case Resolution Follow-up: For cases where Rockwell Automation could not confirm resolution on the initial call, Customer will receive a proactive follow-up within one business day (target response) to confirm that the problem was resolved or continue troubleshooting, if necessary.

1.1.4.3 Product Families

Rockwell Automation groups products into product families, making it simpler to deliver integrated support for hardware and software, including older and discontinued products. The lists available at the following link are not comprehensive; however, they illustrate how products are classified.

[TechConnect Support Product Family Coverage | Rockwell Automation | US](https://www.rockwellautomation.com/en-us/capabilities/industrial-maintenance-support/product-application-support/remote-support/product-family-coverage.html)

<https://www.rockwellautomation.com/en-us/capabilities/industrial-maintenance-support/product-application-support/remote-support/product-family-coverage.html>

1.1.5 Learning+ Subscription (Optional)

1.1.5.1 Solution Description

Rockwell Automation offers Learning+, an online training platform accessible on any internet enabled device. Options offered for sale include either short term access to a single automation course or an annual subscription. An annual Learning+ subscription provides modular, self-paced lessons, on-demand webinars, and unlimited access to scheduled Virtual Instructor Led Training Courses.

1.1.6 Changes to Agreement

1.1.6.1 Updates to Supported Software Installed Base

Support included with new Licenses purchased during the agreement term are not covered by this scope of work. Each new software purchase includes an independent support contract which may be co-termed with your TechConnect anniversary date. Renewal of these purchases will occur in the Rockwell Automation commerce portal as a separate agreement.

Please work with your Rockwell Automation Customer Success Manager during each TechConnect renewal to consolidate and extend existing contracts to your next TechConnect renewal date.

1.1.6.2 Upgrade Options

Updates to existing TechConnectSM Support Agreement and/or upgrades must be custom quoted by Rockwell Automation. Customer has the following upgrade options:

Coverage Level: Product and System Support agreements can be upgraded to 24x7x365 coverage (e.g., 8:00AM – 5:00PM to 24x7x365), which provides the option to call at any time, including weekends and holidays.

Support Level: Customer may upgrade support levels (e.g., Product Support to System Support) during the term of an existing agreement.

1.1.6.3 Changes to Scope

Contact your local Rockwell Automation sales representative if any adjustments are required during Agreement term, such as:

- Adding or removing a site from support
- Moving supported equipment and software to another supported facility
- Closing a plant and selling to another entity

1.1.6.4 Reinstatement Policy

If Customer does not renew their contract until after the expiration date of the contract, the Customer has the following options to reinstate their support:

- a. If an agreement is not renewed on time and it has been less than 12 months since expiration, the renewed agreement will be backdated to the original expected start date and a 10% fee¹ will be added to the cost of the renewal.
- b. If an agreement is not renewed on time and it has been longer than 12 months since expiration, the support agreement will be priced as a new agreement with current price levels and any previous discounts will not be applied.
- c. For software packages that are removed from support and later reinstated, often referred to as “frozen” and “unfrozen,” a 30% premium will be applied to each piece of software which carries a fee for maintenance as part of the TechConnectSM program.

Note: There is a grace period of 10 days after the date of the Agreement expiration during which Customer can still access support. If Customer renews after the expiration date of the Agreement, the policy above applies regardless of this grace period.

1.1.7 Product Coverage Exclusions

Rockwell Automation products excluded from TechConnectSM Support coverage under this Agreement (if applicable) are listed below:

1.2 Customer Responsibilities

¹ If Customer's TechConnectSM Support Agreement has never included support for the product family in question, then the commercial “waive reinstatement” program applies for the respective packages.

1.2.1 Maintenance, Electrical, and Operations Staff

When applicable, Customer will provide dedicated and available appropriate personnel knowledgeable in the process, operation, control system, and facility layout to assist Rockwell Automation personnel during onsite visits. They will remain onsite and available as necessary for project and/or safety reasons.

1.2.2 System Maintenance and Use

Customer is responsible for (i) the overall performance and overall design of the machine or manufacturing system, including safety features failure modes; (ii) properly using, calibrating, operating, monitoring and maintaining the products and system consistent with all Rockwell Automation or third-party provided instructions, warnings, recommendations, and product and system documentation; (iii) ensuring that properly trained personnel use, operate and maintain the products and system at all times; (iv) staying informed of product updates and alerts and implementing all updates and fixes; (v) notifying Rockwell Automation of any problems with the products or system; and (vi) all other factors affecting the products or system that are outside of the direct control of Rockwell Automation.

1.2.3 Access to the System

Customer will make the applicable processes and/or systems available to Rockwell Automation personnel during the mutually agreed upon schedule for services and equipment implementation as described in this Statement of Work.

1.3 Assumptions, Clarifications and Exceptions

The following assumptions, clarifications and exceptions have been made by Rockwell Automation in the development of this Statement of Work:

Reference	Assumptions (A), Clarifications (C) and Exceptions (E)
A1	Safety. All aspects of mechanical, electrical, and process safety are responsibilities of Customer.
A2	Installation. If applicable, all mechanical and electrical installation is to be provided and managed by Customer and their selected Contractor.
C1	Quotation Scope. Any elements not explicitly outlined within this Statement of Work are not included in the deliverables for this Rockwell Automation Services Agreement.
C2	Documentation. All project and system documentation will be in English and furnished in electronic format unless otherwise stated. Translation into other languages is not included in this Statement of Work.
C3	RoHS. Customer supplied/specified products will meet all applicable material restrictions as defined in RoHS. If it does not, Customer will notify Rockwell Automation prior to shipment of Customer supplied/specified products to Rockwell Automation. Customer will indemnify Rockwell Automation against any claim arising out of Rockwell Automation's use of Customer supplied/specified products.
C4	Existing Devices. Customer represents that any existing operator, machine-mounted, or field devices that are in use or are to be reused are in good working order and will be repaired or replaced by Customer when required. Repair and/or replacement of damaged devices is not included in Rockwell Automation's Statement of Work.
C5	Documented Change Request (DCR) Process. Changes to this scope of work requested by Customer throughout the duration of the Support Agreement will be identified and communicated through project management at Rockwell Automation. Estimates for the material costs, labor, and schedule impacts will be prepared when a change in scope is identified. Refer to the Rockwell Automation Changes provision for additional terms.

The information contained in this document consists of technical, commercial and/or financial information, which is confidential and proprietary to Rockwell Automation, Inc. This information is furnished in confidence and with the understanding that it may not be disclosed to third parties or reproduced or used, in whole or in part, for any purpose other than evaluation of this document.

C6	<p>Customer Specific Requirements. This proposal does not include Customer specific requirements or onsite activities such as Customer or site specific safety training, background checks, health-related testing or vaccinations, international work visas, and copies of expense receipts. Rockwell Automation must be made aware of any such requirements prior to contract award. Costs for associated time and expenses incurred while complying with such requirements will be at Customer expense.</p>
C7	<p>Infectious Disease Planning. Rockwell Automation is committed to health, safety, and doing all we can to maintain a high level of service for our customers. We are committed to communicating with you about the impact that an infectious disease and any related governmental restrictions may have on the deployment of our personnel and delivery of the project and truly appreciate your cooperation and understanding.</p> <p>In submitting any purchase order, you acknowledge and agree that Rockwell Automation will be excused from performance, or delay in performance, of its obligations under this purchase order, regardless of whether a contract is currently in place governing the parties' relationship, to the extent that Rockwell Automation is unable to perform such obligations due to the effects of a known infectious disease affecting Rockwell Automation and/or third parties, including, without limitation, logistics and materials suppliers.</p>
C8	<p>On-site Working Hours. Rockwell Automation Standard working hours may differ by country. Contact your local Rockwell Automation Distributor or Sales Office to obtain current local standard working hours.</p>
C9	<p>Stand-by time is defined as time spent on-site waiting for completion of customer activities. This includes, but is not limited to, waiting for correction of construction, installation, and wiring or piping errors, and other delays beyond the control of, or not within, Rockwell Automation's specific responsibilities. Stand by time will be invoiced separately at applicable time and expense rates.</p>
C10	<p>Work Site Safety. Customer is responsible for assuring a safe and secure work environment, compliant with relevant local, state, provincial, and nationally recognized standards and regulations, for work at the site.</p>
C11	<p>Safety and Substance Abuse. Rockwell Automation will comply with its own Substance Abuse Policy which meets the intent of the DRUG FREE WORKPLACE Act and all other legal requirements regarding drug testing. A copy of this policy can be supplied upon request.</p>
C12	<p>Ethics and Compliance. All of Rockwell Automation's employees and every person who performs work for, or on behalf of Rockwell Automation are treated with respect and dignity. Rockwell Automation has a no-tolerance policy for discrimination, harassment, and zero tolerance for workplace violence and weapons. Please see the PartnerNetwork Code of Conduct and the Rockwell Automation Global Policy People for further details.</p> <p>https://www.rockwellautomation.com/en-us/company/about-us/sustainability/ethics-compliance.html.</p>
C13	<p>Third Party Software. This Statement of Work may include third party software that is subject to third party license terms ("Third Party Software"). Customer's right to use such Third Party Software as part of or in connection with the Work is subject to any applicable acknowledgements and license terms accompanying such Third Party Software contained therein. If there is a conflict between the licensing terms of such Third Party Software and this Statement of Work, the licensing terms of the Third Party Software shall prevail in connection with the related Third Party Software.</p>
C14	<p>Information Security Standards</p> <p>In the performance of all Work pursuant to this Agreement and Statement of Work, Customer and Rockwell Automation will comply with the following standards and practices:</p> <p>Data Transmission</p> <p>Customer agrees that all transmission or exchange of sensitive data with Rockwell Automation shall take place using secure, industry acceptable, standards (e.g., password-protected, using a complex password; encrypted WinZip sent via e-mail, or, for large files, an encrypted file transfer service; physical media such as paper/DVD sent securely; or another equally secure means of transport). If Customer requires Rockwell Automation to use Customer specified system, the security of the data in transit and at rest once sent from Rockwell Automation is Customer's sole responsibility.</p>

	<p>Customer-Provided Hard Disk If Rockwell Automation personnel are required to use Customer provided hard disks, Customer agrees to provide the hard disk with designated backup and recovery processes and in encrypted form, using commercially supported or industry standard open-source encryption solutions. The Customer must use commercially reasonable efforts to prevent the Customer-provided hard disk from introducing any malicious software into Rockwell Automation's systems. These efforts shall include, but are not limited to, the use of anti-virus and/or anti-malware and the regular deployment of security patches to remediate any vulnerabilities.</p> <p>Remote Access Remote access by Rockwell Automation's personnel into Customer's control system(s) must be accomplished in accordance with either Customer or Rockwell Automation procedures, whichever is more stringent. If Customer requires Rockwell Automation personnel to use Customer-specified procedures, the security of the connection/session is Customer's sole responsibility, and Customer is solely responsible for logging activities of all users accessing the Customer's system.</p>
C15	<p>Cybersecurity for Solutions. Sub-contractors and/or third-party vendors will follow any applicable industry best practices and/or guidelines for cybersecurity and data protection with regard to IEC 62443 2-4.</p>
C16	<p>Personal Data. To the extent Rockwell Automation processes personal data in the performance of the services under this Statement of Work, such processing of personal data will be conducted in accordance with the Data Processing Addendum ("DPA") available at https://www.rockwellautomation.com/en-us/company/about-us/legal-notices/data-processing-addendum.html.</p>
C17	<p>Customer Information. Rockwell Automation will share with its authorized distributor or partner of record Customer Data collected under this Agreement pursuant to the terms herein and the Rockwell Automation Privacy and Cookies Policy located at https://www.rockwellautomation.com/en-us/company/about-us/legal-notices/privacy-and-cookies-policy.html.</p>
C18	<p>Customer Success Publication. Sharing customer success stories helps position customers as leaders among companies pursuing excellence in their industrial operations. Customer agrees that Rockwell Automation can reference and disclose Customer's name and logo in internal and external marketing materials and will share only the solutions and services purchased, Customer industry, location, and general results through a customer success story. Rockwell Automation will make no claims that Customer endorses the product or solution, and the success story will be used for marketing purposes only.</p>

1.4 TechConnectSM - Termination for Convenience

Either party may terminate this Agreement with a prior written 30-day notice. In the event Customer cancels, Customer would be subject to a termination fee equal to 25% of the remaining Agreement value. Termination request is invalid if remaining term of service is less than 2 months.

1.5 Rockwell Automation Commitment for Sales Through Distribution

The Rockwell Automation Commitment for Sales Through Distribution (the "Commitment Terms") found at <https://www.rockwellautomation.com/en-us/company/about-us/legal-notices/commitment-for-sales-through-distribution.html> covers purchases by Distributor's customer ("Customer") from Distributor of the Products and Services described and integrated pursuant to this Statement of Work to be provided by Rockwell Automation, Inc. and/or its affiliates. The Commitment Terms apply directly to Customer and Rockwell Automation.



Accepted.

Customer: _____

Date: _____

2 Distributor Commercial Terms

2.1 Pricing Summary

Rexel USA, Inc.'s price is based on the Statement of Work set forth in Section 1 above. All prices are in USD.

Item	Product	Price
1	9800-PC24AUTOD <i>Automation Control Hardware, System Support, 24 x 7 x 365, 26-50 Total Devices</i>	63,261.42
2	9800-PC24HMICOM <i>HMI Software, System Support, 24 x 7 x 365</i>	80,533.23
3	9800-PC24ABDRIVLHPF <i>LV Drives Low HP, System Support, 24 x 7 x 365, 76-100 Total Devices</i>	9,971.84

TOTAL PRICE: **USD 153,766.49**

Contract Reinstatement Fee: USD 3,075.33

If this contract is not renewed before the current Contract Expiration Date, a 10% Contract Reinstatement Fee will be applied to the Suggested Resale Price.

LEARNING+ SUBSCRIPTION (OPTIONAL): Web hosted, self-paced training courses including virtual classroom sessions are available for customers with an active TechConnect support agreement, as either single course access or annual subscription to all course content available in the Rockwell Automation Digital Learning Library. Please add the net amount for the Learning+ option desired in the correct quantity of desired users to your renewal PO.

Catalog Number	Description	List Price per User
LP-3TC	Learning+ 1 Class available for 3 months	USD 820.00
LP-SU1	Learning+ Single User Subscription	USD 4,940.00

2.2 Invoicing Schedule

Contract Start Date Agreement Coverage Period: Sunday, March 1, 2026 to Friday, February 28, 2031

Billed Monthly for 60 Months: **USD 2,562.78**

2.3 Purchase Order Instructions

Please Issue a Single Purchase Order to: Rexel USA, Inc.
Ref: Proposal # 3801026156

Purchase order should match the value and term proposed above. If a purchase order received does not match the term of the agreement, pricing will be subject to annual price adjustments.

2.4 Distributor Terms and Conditions of Sale

<https://www.rexelusa.com/usr/termsAndconditions>

PROFILE

TechConnect support



Overview

Each day, you face new challenges that can make it difficult to meet your production goals and prevent or overcome operational issues. Your workforce is aging, your staff and/or budget may be getting leaner or maybe you just want some assistance.

Rockwell Automation TechConnectSM Support can help you through these challenges. With over 2,000 calls received a day, in 20 languages, our engineers are prepared for your call. Our global team of more than 450 engineers in 15 support centers across the globe, are available 24x7 and have an industry-leading 84% first contact resolution rate in which the first engineer you speak with will resolve your issue.

Introduction

Technical troubles cause headaches and can inhibit production performance. Whether it is to quickly resolve production issues, improve training, or streamline software updates, purchasing a TechConnectSM Support agreement can provide the knowledge and support needed to address their top challenges.

TechConnect support summary of benefits

Resolve issues with online support and access your support history

- Submit questions online or chat live with highly trained technical support engineers
- Use the personal portal to manage phone and online interactions, receive product notifications, and save favorite content

Immediately address issues

- Get back up and running faster with support from our product specialists, who can help install and configure, troubleshoot, or diagnose technical issues
- These specialists are ready when you need them with 24x7x365 availability

Manage training

- Purchase Learning+ subscriptions that provide global access to e-learning and scheduled virtual instructor-led training

Better manage software updates

- Help prevent crises, extend functionality, and improve user experiences with access to the latest software updates

Solve issues faster with Augmented Reality

- Our Digital Assist Library uses augmented reality to walk you through the proper steps to complete repair and maintenance work on Allen-Bradley products
- Use our Live View SupportTM Tool to share live video feed and have an experienced technician view your equipment in real time and provide specific, detailed directions for repairing the hardware

Support options summary

Application Support	System Support	Product Support	Self-Assist Support	Supportive Services	Description
● ●				Real-Time Application Remote Support	Design support team / Dedicated telephone and email / Documentation and code familiarization / Application knowledge management / Periodic performance reviews
●				Administration	Emergency backup / Performance tuning / Guaranteed field service call-out / Managed services
● ●	● ●			Real-Time System Remote Support	Standard product and programming software / Advanced software / Proactive follow up / Single-point resolution
●	●			Advanced Engineering Expertise	Get support from our system-level support engineers that have on average 11 years of experience in the industrial automation industry
● ●				Remote Monitoring	Critical assets that are monitored by automation experts. Device and/or process monitoring and alarming at a Rockwell Automation facility or remote access to historical data for troubleshooting
● ●	● ●	● ●		Real-Time Product Phone Support	Standard product and programming software / Telephone and live chat support available in 20 languages / Remote desktop troubleshooting
●	●	●	●	Learning+ Subscription	Highly interactive learning featuring lessons, software simulations and demonstration videos to help reinforce learning concepts. Access to scheduled virtual instructor led training, featuring digital access to course materials is also included.
●*	●*	●*		Live View Support™	An enhanced support experience connecting you with Rockwell Automation Technical experts leveraging a live video feed and augmented reality annotations.
●	●	●		Software Maintenance II	Software update media / Emergency software replacement
●	●	●		Genius Webinars	Extend and apply knowledge gained via access to on-demand library of online technical seminars
●	●	●	●	Digital Assist Library	Our cloud-hosted augmented reality library of work instructions. Uses augmented reality to walk you through the proper steps to complete tasks related to the repair and maintenance of Allen-Bradley® hardware.
●	●	●	●	Software Maintenance I	Software update downloads
●	●	●	●	Online Support Center Access	Knowledgebase tech notes / Interactive forums / Product notifications / Manage service tickets / Submit questions via email

● Included ● Optional upgrade ● Optional upgrade to 24x7x365 support

* Not available in China or Russia

Global Remote Monitoring

Industry-leading, proactive and reactive technical support services for Rockwell Automation and third-party products.

Real-Time Application Remote Support

A dedicated support team familiarizes themselves with your application, facility and team for quicker and customized responses. With a multi-week onboarding process, periodic performance and ROI reviews, emergency backup and performance tuning, this is our most comprehensive and flexible support offering.

Surveillance and Alarming Options

Your dedicated Rockwell Automation engineering team recognizes trends to solve issues before they lead to a downtime event. These services include device and process monitoring, coupled with alarming for quick action before you even place a call.

Administration

Protection against disasters and unforeseen costs with emergency backup of programs to provide continuous operations. Patch and update recommendations to minimize risks and optional bundled field service callout to simplify your contracts.

Real-Time System Remote Support

Streamlined incident management with proactive follow up provided by a team of senior engineers with extensive industrial automation experience.

Real-Time Product Phone Support

As your manufacturing lifecycle changes, so does your need for technical support. Rockwell Automation gives you the flexibility to choose the level (8x5 or 24x7) of phone support you need, when you need it – helping you become more productive.

Learning+ Subscription

Highly interactive learning featuring lessons, software simulations, and demonstration videos to help reinforce learning concepts. Available on any tablet or PC using Chrome, Safari, IE, Edge or Firefox. Each course has a

knowledge assessment, requiring 80% to pass. Upon successful completion of the course, a learner will be awarded CEUs (where applicable). Access to scheduled virtual instructor-led training, featuring digital access to course materials, office hours interaction with instructors, and virtually demonstrated lab experiences are also included.

Live View Support Tool

An enhanced support experience connecting you with Rockwell Automation Technical experts leveraging a live video feed and augmented reality annotations.

Software Maintenance II

Reduce cyber security risks and maximize your investment with access to emergency software replacements and access to software updates.

Genius Webinars

Genius Webinars are hour-long technical presentations that provide tips, best practices and demonstrations for our products and solutions. View or download recordings of these sessions on-demand from our online library in the Support Center.

Digital Assist Library

Our cloud-hosted augmented reality library of work instructions brings a modern approach to learning how to repair and maintain Allen-Bradley hardware. You can now use augmented reality to walk you through the proper steps to complete tasks.

Software Maintenance I

Stay up-to-date with access to all software update downloads.





Online Support Center

Authored and continually improved upon by our Rockwell Automation Technical Support Engineers, our Knowledgebase contains over 67,000 articles and is viewed over 5.4M times a year! Our online support center tools allow you to search the Knowledgebase for answers to your questions, interact with peers through forums, submit questions online, bookmark information, request notification of upgrades and chat with Rockwell Automation engineers.

To learn more about TechConnect Support Services, contact your local Allen-Bradley distributor or Rockwell Automation sales representative or visit us at rok.auto/remotesupport.

Sales may vary by region.



Connect with us.    

rockwellautomation.com — expanding **human possibility**[®]

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