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# TAMPA INTERNATIONAL AIRPORT – MAINTENANCE SERVICE AND SUPPORT AGREEMENT



**Project:** Tampa International Airport - Service Support Agreement (Sourcewell Contract # 0021825-SIE)

**Siemens Reference #:** SF23472014

**Customer:** Hillsborough County Aviation Authority (Authority) - Sourcewell Account # 112478

**Address:** 4100 George J Bean Parkway, Tampa, FL 33607

**Date:** April 2, 2026

Siemens Industry Inc. (Siemens)

Address: 3617 Parkway Lane, Peachtree Corners, GA 30092



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Thank you for the opportunity to quote your electrification project.

Siemens is committed to providing the complete electric vehicle charging infrastructure solutions for our customers to help them succeed in their eMobility journey. We are shaping the EV charging market with innovative charging technology solutions, powering the infrastructure to support these solutions, as well as planning and implementing secure grid connections to enable the growth of electrifying transportation.



For any questions, please do not hesitate to contact:

Lauren Chambers  
Head of Project Management  
Phone: +1 (919) 348-3403  
E-mail: lauren.chambers@siemens.com

If this Proposal is accepted, we request that you send the work statement, purchase order, or formal agreement, which shall include Siemens Quotation #: SF23472014.

Also, please refer to the **Sourcewell Contract #021825-SIE** in your purchase order.

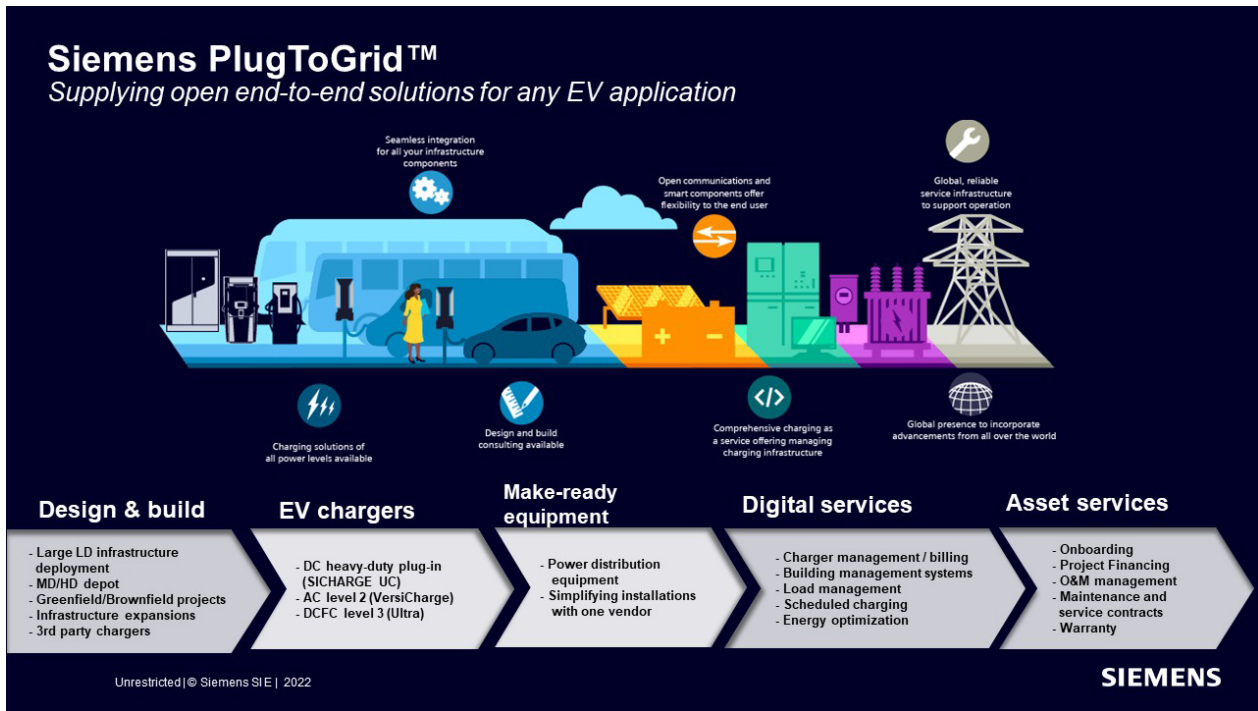
With kind regards,

Offers and Orders Management Team



## A. BACKGROUND

Siemens is a \$100 billion company that's has been in business for over 175 years. Siemens first experience with electric mobility involved electric rail systems over 145 years ago and electric cars in the late 1800's. Siemens has been focused on delivering safe, scalable, and cost-effective solutions for longer than many companies have been in business. We manufacture millions of electrical products for the residential, commercial, industrial, and utility markets each year and have been manufacturing products for electric vehicle (EV) market over 10 years. Our EVSE portfolio and businesses include a full range of products from residential level 2 chargers to high power DC charging, coupled with our extensive services options provide a complete PlugtoGrid™ offering for our customer (see figure below). Siemens' experience EV technology and make-ready electrical equipment, (such as smart metering, panelboards, transformers, switchboards, and low/medium voltage switchgear) ensure a complete integrated design is offered to our customer. Siemens maintains Cloud-based software solution to manage the EVSE infrastructure from monitoring to control allowing management of the building load. Both out global footprint and size provide economies of scale an EVSE application experience few others can offer.



Siemens has trademarked the term PlugtoGrid™, as we are the only EVSE market provider with proven experience with chargers for all vehicle types; “make-ready” gear; software for networking, data management, grid management, planning, and demand response; local power generation; energy storage; microgrids; and real-time grid operations.



## 2. SCOPE

### Project Background:

The Authority purchased 2 SICHARGE UC 150 power cabinets and 3 CCS1 plug-in dispensers through BYD (via BYD purchase order #8300053308). The chargers were shipped September 19th, 2022, and commissioned May 11, 2023. Under the same purchase order, a charger management software subscription (DepotFinity) was purchased for 10 years (May 11, 2023 – May 11, 2033) and a standard warranty was included (September 19, 2022 – March 19, 2025).

In February 2024, the Authority issued a PO to Siemens through World Electric (PO S054308048) for 1 year (2 visits) of preventative maintenance. The first preventative maintenance took place in March 2024, the second is scheduled to take place in September 2024.

An additional SICHARGE UC 150 power cabinet and CCS1 plug-in dispenser was purchased through BYD in December 2024.

The below Proposal is for supplemental services for the aforementioned hardware and services previously contracted with Siemens through BYD and Work Electric.

### EV Support Package

#### Part Number: US2: ADVSERVICE

- **Preventive Maintenance:** Includes on-site visits for a total of 3 DC Chargers and 4 Dispensers. Proactively maintain EV charger health by having one of our technicians conduct pre-scheduled onsite visits twice a year. Most electric auto manufacturers recommend two site visits per year to maintain EV charging systems. **Service is performed every 6 months, with coverage through February 2027.**
- **Corrective Maintenance** with 3-Day Maintenance Service Level Agreement (SLA) for 3 DC Chargers and 4 Dispensers. The SLA guarantees a rapid on-site response, with a qualified technician mobilizing quickly to assess and rectify the situation. This proactive approach reflects our dedication to providing you with the highest level of service, ensuring that your chargers are back up and running efficiently, minimizing any impact on your operations. **Coverage through February 2027**
- **Proactive Monitoring:** Remote proactive monitoring for 3 DC Chargers and 4 Dispensers. Siemens NOC (Network Operations Center) monitors your chargers to ensure they continue to operate with proactive troubleshooting and real-time digital alerts. Proactive monitoring of your chargers combined with a corrective maintenance SLA allows you peace of mind that we will notify you of any problem and will take immediate action to solve it. **Coverage through February 2027.**
- **Extended Warranty:** SICHARGE UC Chargers for an additional year for 2 DC Chargers and 3 Dispensers. Coverage through February 2027.

#### Part number: US2: FIELDSERVICE

- Operator Training



### 3. COMMERCIAL CONSIDERATIONS

#### 3.1 Pricing Overview

Item	Part Number	Description	Qty	Ea.	Total
1	US2:ADVSERVICE**	Support package for 3 chargers and 4 dispensers include proactive monitoring, preventative maintenance, extended warranty and corrective maintenance with 3-day SLA. <b>Coverage through February 7, 2027</b>	1	\$51,411.43	<b>\$51,411.43</b>
2	US2:FIELDSERVICE	Operator Training	1	\$0.00	<b>\$0.00</b>
3	<b>US2: CARESLA1</b>	On-site corrective maintenance support with a 3-day response time, including up to 4 corrective maintenance visits over 3 years for 3 DC chargers and 4 dispensers. <b>Coverage period: February 2027 – February 2030. Price per year.</b>	<b>3</b>	<b>\$9,600.00</b>	<b>\$28,800.00</b>
4	<b>USB2:EASYPREVENTIVE</b>	Semi-annual preventative maintenance service for 3 DC Chargers and 4 dispensers, performed every 6 months. <b>Coverage period: February 2027 – February 2030. Price per year.</b>	<b>3</b>	<b>\$9,578.00</b>	<b>\$28,734.00</b>
				<b>TOTAL</b>	<b>\$108,945.43</b>

**Pricing basis:** Firm Fixed Priced

#### 3.2 Tariffs

Siemens’ pricing is subject to adjustment for any direct or indirect new or modified duties, tariffs, or equivalent measures imposed by any U.S. or foreign governmental authority that are applicable to our offering, including any hardware, software, or service components contained therein. Siemens shall be entitled to an adjustment in pricing to reflect the actual impacts of any such measures. Please note that the aforementioned measures specifically include any price adjustments required as a result of increased costs incurred by Siemens due to tariffs imposed by any governmental authority (including, without limitation, increased costs due to tariffs imposed by any governmental authority on Siemens’ vendors).

Siemens shall provide the Customer with the country of origin and any documentation needed for the products for which a tariff increase is being requested, utilizing the GBA Tariff Tracker as reference documentation. The Customer will verify if tariffs are in effect for the stated origin and what the current rate is.

#### 3.3 Terms and conditions

**“THIS PURCHASE IS MADE IN ACCORDANCE WITH THE GROUP COOPERATIVE SOURCEWELL CONTRACT #021825-SIE. ALL TERMS OF SUCH SOURCEWELL CONTRACT ARE INCORPORATED HEREIN, AND THE TERMS AND CONDITIONS WILL PREVAIL EXCLUSIVELY OVER THE TERMS OF**



**THE PURCHASE ORDER AND/OR CUSTOMER AGREEMENT. NO FEDERAL TERMS AND CONDITIONS, FEDERAL FUNDS, OR GRANTS ARE APPLICABLE TO THIS ORDER.**

Siemens Industry Inc. Standard Terms and Conditions of Sale for Products and Services will apply. Siemens hereby takes exception to any additional or different terms set forth in purchaser’s request for proposal, specification, purchase order or any other document of purchaser. Siemens is willing to negotiate mutually agreeable terms and conditions as part of the contract negotiation process, however, acceptance of additional or different terms must be specifically agreed to in writing by Siemens.

This Proposal is quoted using Siemens Industry Inc. Standard Terms and Conditions of Sale for Products and Services. The terms and conditions are attached with this Proposal:

- Siemens Standard Terms for Joint Product and Services Offering eMobility - April, 14th, 2021 (Exhibit A)

In the event of any conflict between this Proposal and any other document, agreement, or communication between the parties, the terms and conditions of this Proposal shall take precedence, unless otherwise agreed to in writing by the Hillsborough County Aviation Authority ("Authority").

### 3.4 Quotation validity

This Proposal will remain in effect for 30 days, unless changed in the interim upon written notice from Siemens. Documents and related correspondence shall be sent to the local Siemens office or an authorized Siemens distributor. This Proposal is based upon Siemens interpretation of the plans and specifications and is subject to correction of errors. This document, and any other document specifically referred to as being a part hereof, constitute the entire agreement on the subject matter, and shall not be modified except in writing signed by both parties.

### 3.5 Conditions of sale

Payment terms	All payments are due 45 days from date of each invoice. NET45 On approved Credit (OAC).
INCO and Delivery:	N/A
Other terms	Unless stated in writing by Siemens, Siemens’ prices exclude charges for unloading, storage, insurance, tariffs charged on the importation of goods into the United States, excises, fees, duties, or other government charges related to the products. The Authority will pay these amounts or reimburse Siemens.
Back charges:	Siemens will only accept reasonable back charges, if notified in writing within five days of the customer’s identifying if a repair is needed and afforded an opportunity to cure within a commercially reasonable time.
Purchase Order:	<p><b>For invoicing purposes, the following must be shown at the given purchase order:</b></p> <p><b>Please make purchase order out to:</b></p> <p>Siemens Industry, Inc. 3617 Parkway Lane Peachtree Corners, GA 30092</p> <p><b>Purchase order must reference Siemens Quotation #: SF23472014</b></p>

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	<p><b>Purchase order must include this statement: "This purchase is made in accordance with the group cooperative contract Sourcewell contract number 021825-SIE. All terms of such Sourcewell contract are incorporated herein, and the terms of the Sourcewell contract will prevail exclusively over the terms of the purchase order. No Federal Terms and Conditions, Federal Funds or Grants are applicable to this Purchase Order."</b></p> <p><b>Payment terms: NET45 (OAC)</b></p> <p><b>Please submit PO to: <a href="https://siemens-smartinfrasturcture.force.com/SI/s/poform">https://siemens-smartinfrasturcture.force.com/SI/s/poform</a></b></p> <p><i>If you are a first-time customer, for faster processing, also provide a copy of your W-9 and a copy of your tax exemption certificate, if applicable.</i></p> <p><b>Site Details <u>MUST BE GIVEN</u> at time of PO or <u>order will not be processed</u>:</b></p> <p>Site Contact: Site Address: Shipping Address: Special PPE if required: Special safety training if needed to enter site: Requested start date: Where parts are needed for job: (and when will parts be available onsite):</p>
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## 3.6 Progress Milestone Payments

### Services

After the work has begun, if work is delayed for a period of thirty 30 days or longer due to circumstances or events beyond the control of Siemens, then Siemens reserves the right to implement progress payment billings to the customer covering the services and materials completed and/or supplied to that point. Invoices for completed service scopes, plus billing for any extra work and/or delay time, will be issued upon completion of the individual work scopes. If an entire scope cannot be completed, Siemens will invoice for the extent of services provided on a monthly basis.

## 3.7 Cancellation schedule

### Services

Work cancelled or rescheduled for a scheduled service trip after arrival of Siemens personnel or within 48 hours of the scheduled start time (including instances related to inclement weather) will be assessed as charges to cover any prep, mobilization, and travel costs incurred. Service trips cancelled by the customer with less than 60 days' notice to Siemens may incur additional charges.

## 3.8 Services Comments

### Customer Responsibilities

- A. Designate an on-site representative to serve as the contact for technical inquiries and coordination of activities. This representative will also assist Siemens in developing an organized sequence of work and to advise site-specific safety requirements and lockout procedures.
- B. Provide a project schedule a minimum of 4 weeks prior to the start to the project.

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- C. Provide all required site-specific access authorizations and safety training on a timely basis. Cost and schedule impacts will apply if customer-provided access authorization or training is delayed.
- D. Provide sufficient advance notice of any necessary changes in outage schedule or equipment availability to facilitate effective work planning by Siemens.
- E. Establish necessary safe work clearances around adjacent energized equipment, as required by Siemens.
- F. Siemens Technicians will need access to the fence lock to shut down the charger main disconnect.
- G. Perform lock-out and tag-out of equipment per industry standards, and allow Siemens personnel and subcontractors to apply their own locks, as deemed necessary for safety.
- H. Apply system grounds per applicable safety code requirements and remove when work is complete.
- I. Perform all required switching (opening and closing of breakers, switches, etc.) to de-energize equipment and electrically isolate as required for servicing and permit a continuous progression of work.
- J. Make equipment continuously available for the required time period to complete the subject services.
- K. Provide security for the work area, customer's processes and all areas to be accessed and used by Siemens.
- L. Provide indoor, secure, environmentally controlled storage and laydown areas as required for staging of Siemens materials and tools.
- M. Make all service entry disconnect arrangements and pay all associated costs for services provided by the local utility company for electrical power, water, gas, switching and so on, if applicable.
- N. Provide, install, operate and remove any temporary power necessary for customer processes and operations.
- O. Provide all necessary electrical power for Siemens' test instruments and equipment within 25 feet of the area where the work will be performed.
- P. Provide control power source as may be required for equipment functional testing.
- Q. Coordinate all other contractor operations at the site to avoid interference with Siemens' work. Changes to the schedule or delays caused by others will result in schedule impacts and will be cause for additional charges.
- R. Provide water and restroom facilities for Siemens and subcontractor personnel.
- S. Obtain local jurisdiction electrical alteration/construction permit, if required.
- T. Cover the cost of all special training required to perform site work.

## Siemens Responsibilities

- A. Order management.
- B. Equipment required to perform scope of work.
- C. Commissioning field engineering services.
- D. Field service report with details of the commissioning scope of work.
- E. Siemens will provide standard industry safety equipment required by Siemens Safety Guidelines and in compliance with pertinent standards, consistent with the typical hazards associated with the standard installation work scope as outlined in the manufacturer's OEM standards and requirements.
- F. These items are limited to:
  - 1. Employee PPE – safety glasses, hardhats, and safety shoes
  - 2. Fall protection – full body harness, lanyards
  - 3. Assured grounding – GFI receptacles, static grounds
  - 4. Complete final reporting upon completion of work scope and provide daily reports as applicable

## Corrective Maintenance Service Level Agreement



A corrective SLA of the **basic services** and, if elected, the Additional Services.

1. The **“basic services”** include the following corrective maintenance services:  
For each charging station requiring corrective maintenance, Siemens dispatches technicians to:
  1. Perform visual inspections
  2. Verify and document operating conditions
  3. Perform mechanical and electrical inspection of connections and operational controls
  4. Replace or swap out parts which have been procured by or on behalf of the site host.
  5. Perform corrective maintenance, including additional (but not to exceed three in total) site visits if necessary to repair an issue which can be rectified by an on-site technician without additional parts and does not fall outside the scope of the basic services.
  6. Clean the charging station as required following the corrective maintenance
  7. Provide logistics and warranty coordination with equipment manufacturers and/or software manufacturers as needed.
  
2. **“Services outside the scope of work”**. In some instances, Siemens will send a technician to visit the charging stations and determine that the tasks required to return the charging stations to operational status are outside the scope of these services. These tasks may include, but aren't limited, to:
  8. Replacing charging cables that have been cut or damaged (due to vandalism)
  9. Fixing broken screens outside of ordinary corrective maintenance (i.e., the damage was due to vandalism, not due to ordinary sun damage)
  10. Addressing significant property damage
  11. Handling network connectivity issues (i.e., limited cellular connectivity) or power outages / failed power supply
  12. Purchasing any parts on behalf of the Authority
  13. Performing any construction or electrical work that requires a permit
  
3. The Services do not include the following categories of scenarios (together, the **“Excluded Tasks”**):
  - A. Siemens will not dispatch technicians to charging stations in the event:
    - i. Force majeure events occur, such as those resulting in the lack of operability of the charging stations or the inability to reach the charging stations safely.
    - ii. Siemens becomes aware that access the charging stations is blocked or limited (for example, due to the charging stations being locked or Siemens personnel otherwise blocked from entering the premises by a physical barrier or third party).
      - Siemens charges a \$500 no show fee for every day this instance occurs
  
  - B. Any of the activities listed in the “Services Outside the Scope of Work” paragraph, outlined above.
  
4. **Additional services**. The following tasks are not included in the basic services, but may be provided at additional fees. If the Siemens technician determines that completing the repairs will require additional fees, the Authority will be contacted to obtain approval (text or email acceptable) before commencing such repairs. The additional services consist of the following:
  - A. Cleaning graffiti or performing corrective services due to vandalism
  - B. Testing and/or performing a charging session by using an electric vehicle



- C. Preventative maintenance
- D. Commissioning
- E. Assessments of specific charging stations
- F. Campaigns, for example to upgrade charging stations or their components.

## 5. Response Time and SLA

The following definitions apply to the SLA:

- A. **Business Day:** A weekday, excluding Siemens holidays. A list of these holidays is available upon request.
- B. **Standard Business Hours:** 9:00 am to 5:00 pm Eastern Standard Time.
- C. **Tech Dispatch:** Occurs on a Business Day during Standard Business Hours, after the host at the Authority site has confirmed access to the site during the available time slot and any parts, if necessary, are available.
- D. By way of example only, a “3 Day SLA” means that Siemens technician will initiate Tech Dispatch within 3 Business Days, working Standard Business Hours, after the host has confirmed its schedule and once any necessary parts are available with either the Technician or at the site location.
- E. A “3 Day SLA” does not mean that the services will be fully completed or that the maintenance issue will be resolved within 3 days.

## Clarifications

1. Siemens personnel and/or any of its subcontractors will not be responsible for removing any equipment from service and/or returning any equipment to service (actual powering off and powering on of equipment).
2. Testing and inspection of Siemens equipment that is not stored according to the Siemens instruction manual will be considered *Additional Work (defined below)*.
3. Only de-energized equipment will be serviced.
4. Siemens reserves the right to work only when safety practices are acceptable to Siemens. Costs associated with any delays caused by disposition of substandard safety conditions will be outside the scope of this quotation and invoiced in accordance with the *Additional Work* article.
5. Siemens personnel will provide and apply their own individual locks to breakers/switches in addition to the customer’s locks for circuits that are locked out during equipment installation or servicing.
6. The customer shall provide all customer-provided deliverables on a timely basis. Cost and schedule impacts will apply if customer deliverables are furnished late.
7. Siemens services beyond inspection and commissioning are considered *Additional Work*.
8. Siemens is an original equipment manufacturer, qualified to install and commission Siemens Products. Siemens is not subject to prevailing wage or any other similar reporting or requirements unless expressly mutually agreed at the time of order. Any such costs and expenses incurred to comply with any such requirements would be an additional charge and are not included in Siemens’ Proposal.

## Exclusions

The following items are excluded but can be added to Siemens’ scope upon request.



- A. Energization support
- B. Analytical studies, such as short circuit, coordination, harmonics, arc flash, and so on.
- C. Seismic analysis of new or retrofitted equipment.
- D. Equipment labeling to meet local jurisdiction or regulatory agency requirements.
- E. Local jurisdiction fees and permits.
- F. Power quality measurements, including drive input harmonics, power factor, transients, and so on.
- G. Any circuits remote to the subject equipment, such as: automated control, power monitoring, SCADA or DCS system configuration and/or testing.
- H. Power cable testing
- I. Control wire point-to-point checks
- J. Infrared scanning
- K. Assisting third party testing firms
- L. Formal Training unless specifically included within this document.
- M. Trips and/or labor to assist with receipt/unloading and inspection of equipment upon arrival, unless detailed otherwise herein

### **Price Basis**

- A. Price is based upon Siemens' interpretation of the customer's needs and any changes are subject to final clarification, and mutual agreement upon the revised scope of supply.
- B. Price includes all necessary prep time, travel labor and expense, living expenses, test equipment and the time to write the Field Service Report.
- C. The "allowances" included in the schedule of this document are included in the quoted price. If additional on-site labor or trips should be required in excess of this "allowance", additional charges will be invoiced as an adder in accordance with the *Additional Work* article.
- D. Any required overtime (weekday, weekend and/or holiday) outside of the schedule detailed herein will be invoiced in addition to the quoted price in accordance with rates defined under the *Additional Work* article.
- E. Price excludes additional work not defined herein, troubleshooting equipment issues, repair of equipment, and repair parts unless set forth otherwise herein. Such services will be performed as defined under the *Additional Work* article. Additional parts and materials will be quoted when the need is identified.
- F. This Proposal includes the lift bucket truck rental, travel expenses, reports, and required tools.
- G. Additional visits and/or delays beyond Siemens control will be subject to time and material rates. Billing will be processed under a separate order using Siemens commercial pricing.

### **Additional Work**

Additional engineering, schedule changes, and customer-requested work requiring materials or labor outside the scope of supply detailed in this offer are considered "Additional Work" and will be subject to a new proposal. Such work may be priced on a firm fixed basis or invoiced based on time and materials rates, depending on the nature of the request. All time and materials work will be invoiced through a separate order outside of Sourcewell using Siemens' commercial pricing.

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Troubleshooting devices, controls, or external circuits that do not pass test or operate correctly—and any related replacement parts, installation, or re-testing labor—are also considered “Additional Work” and will be invoiced through a separate order outside of Sourcewell using Siemens commercial pricing.

Night-turn, weekend, or holiday work required for equipment access or other reasons will be subject to additional charges to cover premium labor rate differentials. These charges will also be invoiced through a separate order outside of Sourcewell using Siemens commercial pricing.

Notwithstanding the foregoing, Siemens’ performance of any services or material supply shall not constitute a waiver of any claims for equitable adjustment in price and/or schedule.

## Delays

Prices are based on continuous progression of work without interruption or delay. Waiting time (delay) that occurs due to circumstances beyond the control of Siemens will be charged in addition to the quoted price in accordance with the *Additional Work* article.

Delays could include, but are not limited to, the following:

- A. Waiting for equipment to be taken out of service.
- B. The customer’s production requirements for the equipment or system being serviced or other equipment that has an effect on the work schedule for this project.
- C. Installation and/or wiring errors outside Siemens’ scope of supply.
- D. The customer provided charging vehicle is not available or is not provided on time.
- E. Problems with equipment that is supplied by others.
- F. Unsafe working conditions.
- G. Inclement weather.

The customer shall coordinate all customer and other contractor operations as required. Cost and schedule impacts will apply if Siemens is delayed by the customer or other contractors at the site.

## Safety

Siemens field personnel complete internal annual safety training. Furthermore, all Siemens field personnel receive training to comply with NFPA70E, OSHA 30, Electrical Safety Standards. This sets minimum safety rules and practices for the design, operation, and maintenance of low, medium, and high-voltage systems.

All Siemens personnel and their subcontractors shall adhere to the Siemens division safety guidelines programs and policies. Copies can be made available upon request for Authority review.

## 3.9 Indemnification

- A. To the maximum extent permitted by Florida law, in addition to the Siemens's obligation to provide pay for and maintain insurance as set forth elsewhere in this Proposal, Siemens 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

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fees and dispute resolution costs) to the extent directly caused by Siemens' negligence or willful misconduct or from Siemens's:

1. presence on, use or occupancy of Authority property;
2. acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
3. any breach of the terms of this Proposal;
4. performance, non-performance or purported performance of this Proposal;
5. violation of any law, regulation, rule, order, decree, ordinance, Federal Directive or Federal Circular;
6. infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
7. contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant

by Siemens or Siemens's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Siemens, 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, but only to the extent of the indemnification obligation Siemens or Siemens's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Siemens in this Article 3.9.

B. In addition to the duty to indemnify and hold harmless, Siemens 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 or from Siemens's:

1. presence on, use or occupancy of Authority property;
2. acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
3. any breach of the terms of this Proposal;
4. performance, non-performance or purported performance of this Proposal;
5. violation of any law, regulation, rule, order, decree, ordinance, Federal Directive, Federal Circular or ordinance;
6. infringement of any patent, copyright, trademark, trade dress or trade secret rights;
7. contamination of the soil, groundwater, surface water, stormwater, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection agency or other regulatory agency to be an environmental contaminant

by Siemens or Siemens's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by to the extent caused solely by , its members, officers, agents, employees, or volunteers. Any reimbursement of reasonable defense costs shall be limited to the extent Siemens is finally determined to be responsible for such claim.

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, Siemens

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agrees to the following: To the maximum extent permitted by Florida law, Siemens 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 Siemens and persons employed or utilized by Siemens in the performance of this Proposal.

- 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 Proposal, (ii) coverage amount of Commercial General Liability Insurance required under this Proposal, 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 Proposal.
- E. Siemens's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Proposal until it is determined by final judgment that any suit, claim or other action against Authority, its members, officers, agents, employees, and volunteers its fully and finally barred by the applicable statute of limitations or repose.
- F. 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, Siemens 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 Siemens and persons employed or utilized by Siemens but only to the extent directly caused by Siemens' negligence, recklessness, or intentional misconduct in the performance of this Proposal. This indemnification in this paragraph shall survive the termination of this Proposal. 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 Siemens of any of its obligations under this Article.
- I. If the above Articles A - H or any part of Articles A – H are deemed to conflict in any way with any law, the Article or part of the Article will be considered modified by such law to remedy the conflict.

## 3.10 Accounting Records/Audit Requirements

### Books and Records

In connection with payments to Siemens under this Proposal, it is agreed Siemens 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). Siemens will maintain such books and records for five years after the end of the Term of this Proposal. Records include, but are not limited to, books, documents, papers, records, research, and Work Orders related to this Proposal. Siemens will not destroy any records related to this Proposal without the express written permission of the Authority.

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

At any time or times during the Term of this Proposal or within five years after the end of this Proposal, the Authority or any duly authorized representative of each (Auditors), have the right to initiate and perform audits, inspections or attestation engagements limited solely to Siemens' records directly related to work performed and payments made under this specific Proposal, for the purpose of verifying compliance with applicable contractual and legal requirements.

# SIEMENS

Access will be granted to all of Siemens's records directly pertinent to this Proposal. Siemens will make commercially reasonable efforts to require its subcontractors to provide similar access for records directly related to their work under this Proposal. If the records are kept at locations other than the Airport, Siemens 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.

Siemens agrees to deliver or provide access to all records directly pertinent to this Proposal requested by Auditors all other records directly pertinent to this Proposal requested during the engagement within fifteen (15) Days of each request. Siemens will be in material breach of this Proposal if Siemens fails to provide requested records in accordance with this Article and Siemens will be responsible for the cost of the audit as determined by the Authority.

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

If as a result of any engagement it is determined that Siemens has overcharged Authority, Siemens will re-pay Authority for such overcharge subject to mutual verification of the audit results. Authority may assess interest at the Federal Reserve Bank of New York (FRBNY) prime rate 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 Proposal do not act as a waiver or limitation of the Auditor's right to perform engagements.

Siemens will notify the Authority no later than seven (7) Days after receiving knowledge of any findings or observations pertaining to this Proposal from any other audit, inspection or attestation engagement and will provide Authority a copy of any audit documents or reports so received to the extent legally permissible.

Siemens 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. Siemens will include commercially reasonable provisions in its subcontracts requiring cooperation with lawful audit requests limited to work under this Proposal.

## 3.11 Insurance

Siemens must maintain the following limits and coverages uninterrupted or amended through the Term of this Proposal. In the event the Siemens 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.

Siemens 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 Proposal 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 Proposal.

### Commercial General Liability Insurance

The minimum limits of insurance covering the Services performed pursuant to this Proposal 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 Siemens under this Proposal or the use or occupancy of Authority premises by, or on behalf of, the Siemens in connection with this Proposal. Coverage shall be provided on a form no more restrictive than ISO Form CG 00 01. Additional insurance coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 30 37 10 01.

	Proposal 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

**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

**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 Proposal are:

Each Occurrence – Bodily Injury and Property Damage Combined	\$1,000,000
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**Cyber Liability & Data Storage**

Siemens shall purchase and maintain Cyber Liability Insurance throughout the life of this Proposal and such insurance will be maintained for a period of three years thereafter for Services completed during the Term of this Proposal. Such insurance shall cover, at a minimum, the following:

- Network Security Liability covering liability for failures or breaches of network security and unauthorized access, including hackings and virus transmission or other type of malicious code, and electronic disclosure or use of confidential information, including personally identifiable information and personal health information, whether caused by Siemens, any of its subcontractors, or cloud service providers used by Siemens;
- Privacy Liability covering liability, PCI fines, expenses, defense costs, and regulatory actions for disclosure of confidential information, including personally identifiable information and personal health information, even if not caused by a failure or breach of network security;
- Digital Asset Protection, including costs to reconstruct, restore or replace damaged software and data;
- Media liability, covering liability and defense costs for media wrongful acts such as defamation, disparagement, and copyright/trademark infringement and trade dress in the dissemination of internet content



and media;

- Cyber-Extortion coverage, including negotiation and payment of ransomware demands and other losses from “ransomware” attacks resulting from the Services provided by Siemens to the Authority. Coverage extends to those payments made via traditional currencies, as well as non-traditional crypto-currencies such as Bitcoin;
- First and Third-Party Business Interruption and Dependent Business Interruption Coverage resulting from a security breach and/or system failure;
- No exclusion for Cyber Terrorism coverage.

The minimum limits of liability shall be:

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

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of Services provided. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the Proposal Effective Date, Siemens 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 Proposal.

Technology Professional Liability/Errors and Omissions insurance coverage may be included as part of the Cyber Liability insurance coverage required above. However, if the required Cyber Liability insurance and Technology Professional Liability/Errors and Omissions insurance coverages are provided in the same policy, the minimum limits of coverage will be increased to:

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

### **Technology Professional Liability/Errors and Omissions Insurance**

Siemens shall purchase and maintain, throughout the life of this Proposal, 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 Proposal, including technology-related design and consulting by the Siemens, its agents, representatives, or employees.

The minimum limits of Technology Professional Liability/Errors and Omissions insurance covering all work of Siemens without any exclusions unless approved in writing by Authority will remain in force for a period of three years following termination of this Proposal. 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 Proposal. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the Proposal Effective Date, Siemens 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 Proposal.

Cyber Liability insurance coverage may be included as part of the Technology Professional Liability/Errors and Omissions insurance coverage required above. However, if the required Cyber Liability insurance and Technology Professional Liability/Errors and Omissions insurance coverages are provided in the same policy, the minimum



limits of coverage will be increased to:

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

### **Waiver of Subrogation**

Siemens, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required by this Proposal, 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 Siemens.

### **Incident Notification**

Siemens 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.

### **Customer Claims, Issues, or Complaints**

All customer claims, issues, or complaints regarding property damage, bodily injury, data theft, or an extortion threat related to Siemens will be promptly handled, addressed and resolved by the Siemens. Siemens 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.

### **Conditions of Acceptance**

The insurance maintained by Siemens 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.

## **3.12 COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS**

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

- A. Compliance with Regulations. Siemens will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are incorporated herein by reference and made a part of this Proposal.
- B. Nondiscrimination. Siemens, with regard to the work performed by it during this Proposal, 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. Siemens will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Proposal covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of this Proposal, Siemens, 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 Siemens from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- C. Solicitation for Subcontracts, including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by Siemens 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 Siemens of Siemens’s obligations under this Proposal and the Nondiscrimination Acts and Authorities relative to race, color or national origin.
- D. Information and Reports. Siemens 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 Siemens is in the exclusive possession of another who fails or refuses to furnish this information, Siemens 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 Siemens’s non-compliance with the non-discrimination provisions of this Proposal, the Authority will impose such Proposal sanctions as it or the FAA may determine to be appropriate, including, but not limited to, (a) withholding of payments to Siemens under this Proposal until Siemens complies, and/or (b) canceling, terminating or suspending this Proposal, in whole or in part.
- F. Incorporation of Provisions. Siemens will include the provisions of Paragraphs A through E in every subcontract and subconsultant Proposal, including procurement of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, the Regulations, and/or directives issued pursuant thereto. Siemens 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 Siemens becomes involved in or is threatened with litigation with a subcontractor or supplier because of such direction, Siemens may request Authority to enter into such litigation to protect the interests of Authority. In addition, Siemens may request the United States to enter into such litigation to protect the interests of the United States.
- G. Siemens assures that, in the performance of its obligations under this Proposal, it will fully comply with the

# SIEMENS

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 Siemens, 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. Siemens, if required by such requirements, will provide assurances to Authority that Siemens will undertake an affirmative action program and will require the same of its subconsultants.

## 3.13 COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW

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

Siemens 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 Proposal.
- 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 Proposal and following completion of the Term of this Proposal.
- D. Upon completion of the Term of this Proposal, keep and maintain public records required by the Authority to perform the Services. Siemens shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority custodian of public records, in a format that is compatible with the information technology systems of the Authority.

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

## 3.14 DATA SECURITY

### Authority data

Siemens will not attempt to access, and will not allow its Personnel access to, Authority data or third-party data that is not required for the performance of the services under this Proposal by such personnel.

Siemens 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.

Siemens represents and warrants that Siemens 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.

Siemens is obligated to maintain the confidentiality, availability, and integrity of all Authority Data in connection with the performance of the Services. Siemens 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.

# SIEMENS

Without limiting Siemens's other obligations under this Proposal, Siemens must implement or use network management and maintenance applications and tools, appropriate fraud prevention and detection and encryption technologies to protect all Authority data; provided that Siemens must, at a minimum, encrypt all PII in-transit, in use, and at-rest.

Siemens must perform all services using security technologies and techniques in accordance with industry-leading practices and the Authority's security policies, procedures, and other requirements made available to Siemens in writing.

Siemens must provide to Authority, without charge, the timely application of any upgrades to software required for services that are available to third-parties. Software upgrades must include, but not be limited to, new version releases and operating system patching, as well as bug fixes.

## **No Malware/Surreptitious Code**

Siemens represent 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 services. If Siemens discovers that malware or surreptitious code has been introduced into software, Siemens 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 related to the systems supported under this Proposal.

## **Data Protection Laws**

Siemens will comply with all applicable data protection laws in connection with the Services. Siemens will notify the authority in writing within 24 hours of any actual or suspected non-compliance with applicable data protection laws or any security involving Authority Data.

## **Security Vulnerability Management**

Siemens shall maintain a vulnerability management program to identify and remediate security vulnerabilities within computing systems used to provide the charger support services. 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 enhance the security of systems supporting the charger services. All newly deployed systems or systems that have experienced a high level of change will be scanned for vulnerabilities prior to production.

## **Incident Response Costs**

In the event of a data breach attributable to an act or omission of Siemens, as part of such remediation, Siemens must pay all costs and expenses of Authority's compliance with any Authority notification obligations to the extent such obligations arise from data processed by Siemens in connection with the charger support services.

## **ACCEPTANCE AND TEST PLAN**

Siemens will coordinate with Authority to outline acceptance criteria and to develop a test plan to verify the software and technology supporting the charger services that are functioning to the acceptance criteria. The mutually agreed upon acceptance criteria will be effective by the issuance of a written letter to Siemens 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 Siemens 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.

## **3.15 ANTI-HUMAN TRAFFICKING LAWS**

Siemens is required to complete Exhibit C, Affidavit of Compliance with Anti-Human Trafficking Laws, at the time



this Proposal is executed and to complete a new Exhibit C for each renewal option period, if any.

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

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

SIEMENS INDUSTRY INC.

Signed in the Presence of:

BY:

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

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Printed Address  
\_\_\_\_\_

BY:

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Printed Address  
\_\_\_\_\_  
City/State/Zip

SIEMENS INDUSTRY INC.

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization,  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ as  
(Name of person)

\_\_\_\_\_, for \_\_\_\_\_.  
(type of authority) (name of party on behalf of whom contract was executed)

Stamp or Seal of Notary

\_\_\_\_\_  
Signature of Notary  
\_\_\_\_\_  
Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification  
Type of Identification Produced

## EXHIBIT A

### STANDARD TERMS AND CONDITIONS OF SALE FOR SIEMENS JOINT PRODUCT AND SERVICES OFFERING

**1. APPLICABLE TERMS.** This Agreement governs the sale and performance of equipment, components, parts and materials ("Products") and services provided by Siemens ("Services"). Collectively this Agreement may refer to the joint offering as "Siemens Products and Services". The Standard Terms Addenda, these terms, any other applicable addenda, Siemens' proposal, price quote, purchase order or acknowledgement issued by Siemens form the parties' final agreement ("Agreement"). In the event of any ambiguity or conflict between these documents, precedence shall apply in accordance with the order written in the previous sentence. Siemens' proposal, offer or acceptance is conditioned on Buyer's acceptance of this Agreement. Any additional or conflicting terms in Buyer's request for proposal, specifications, purchase order or any other written or oral communication are not binding on Siemens unless separately signed by Siemens. Siemens' failure to object to Buyer's additional or conflicting terms does not operate as a waiver of the terms contained in this Agreement.

**2. PRICING & PAYMENT.** Prices and payment terms are: (i) as stated in Siemens' proposal, or if none are stated; (ii) Siemens' standard rates in effect when Siemens receives Buyer's purchase order. If neither (i) nor (ii) apply, then Siemens' standard rates for Services shall be those in effect at the time Siemens renders the services and Siemens' rates for Products shall be those in effect at the time of shipment.

(a) Payment – Unless stated in Siemens' proposal, all payments are due net thirty (30) days from the invoice date in United States Dollars. Discounts, if any, are only applicable for payments made by cash, check, ACH or wire.

(b) Credit Approval – All orders are subject to credit approval by Siemens. Siemens may modify, suspend or withdraw the credit amount or payment terms at any time. If there is doubt as to Buyer's financial condition, Siemens may withhold manufacturing and/or shipment of Product and performance of Services, require cash payments or advance payments, or require other satisfactory financial security before manufacturing and/or shipment of Product and performance of Services.

(c) Taxes – Unless stated in writing by Siemens, Siemens' rates exclude charges for taxes, tariffs charged on the importation of goods into the United States, excises, fees, duties or other government charges related to the Siemens Products and Services. Buyer will pay these amounts or reimburse Siemens. If Buyer claims a tax or other exemption or direct payment permit, Buyer will provide a valid exemption certificate or permit and indemnify, defend and hold Siemens harmless from any taxes, tariffs charged on the importation of goods into the United States, costs and penalties arising from same. Increases, changes (including in application), adjustments or surcharges which may be incurred are for Buyer's account.

(d) Late Payments – Late payments shall bear interest at an annual percentage rate of twelve percent (12%) or the highest rate allowed by law, whichever is lower.

(e) Disputed Invoice – If Buyer disputes all or any portion of an invoice, it must first deliver written notice to Siemens of the disputed amount and the basis for the dispute within twenty-one (21) days of receiving the invoice. Failure of Buyer to timely notify Siemens of any dispute constitutes a waiver of Buyer's claim. If Buyer only disputes a portion of the invoice Buyer must pay the undisputed portion in accordance with Article 2(a). Upon resolution of the dispute in favor of Siemens, Buyer must pay the invoice or the remainder of the invoice, plus any accrued interest on the late payment.

(f) Suspension/Termination Right – Siemens may suspend Services and manufacturing and/or shipment of Product if an undisputed invoice is more than fifteen (15) days past due. Siemens may terminate this Agreement if an undisputed invoice is more than thirty (30) days past due. Unless otherwise prohibited by law, Siemens may also terminate this Agreement immediately in the event of a material adverse change in the Buyer's financial condition, including, but not limited to bankruptcy, insolvency, or liquidation.

(g) Installment Shipment of Product – Where Products are delivered in shipments or only part of a shipment fails to comply with this Agreement, the Buyer may only reject the non-compliant portion. Buyer will separately pay for each shipment. If Siemens holds or stores Products for Buyer, it shall do so at Buyer's sole risk and expense.

(h) Shipping, Packing and Handling of Product – Unless stated in writing by Siemens, Siemens' prices exclude charges for freight, unloading, storage, insurance, taxes, excises, fees, duties or other government charges related to the Products. Buyer will pay these amounts or reimburse Siemens. Siemens' prices include the costs of its standard domestic packing only. Any packing deviation, including U.S. Government sealed packing, will be charged to Buyer. Increases, changes (including in application), adjustments or surcharges which may be incurred are for Buyer's account.

**3. RISK OF LOSS AND SCHEDULE OF SERVICES.** Services shall be performed at the location identified in the Agreement ("Site"). Risk of loss of or damage to Buyer's equipment, including "Equipment" (equipment, materials, components and items of any kind for which Siemens is to provide Services under the Agreement), shall remain with Buyer at all times during the performance of the Services hereunder. If Buyer procures or has procured property damage insurance applicable to occurrences at the Site, Buyer shall obtain a waiver by the insurers of all subrogation rights against Siemens.

Any performance or completion dates are estimated dates only. Siemens is not liable for any loss or expense incurred by Buyer or Buyer's customers if Siemens fails to meet any such dates.

**4. DELIVERY; TITLE; RISK OF LOSS OF PRODUCTS.** Products will be delivered F.O.B. Siemens point of shipment with title and risk of loss or damage passing to Buyer at that point. Buyer is responsible for all transportation, insurance and related expenses. The related expenses shall include any taxes, duties or documentation fees. Siemens may make partial shipments. Any shipping, delivery and installation dates are estimated dates only. Siemens is not liable for any loss or expense incurred by Buyer or Buyer's customers if Siemens fails to meet its delivery schedule.

**5. TRANSPORTATION AND STORAGE OF PRODUCTS.** (a) When Products are ready for shipment, Siemens will: (i) inform Buyer, and Buyer will then promptly give shipping instructions to Siemens; (ii) determine the method of transportation and shipment routing; and (iii) ship the Products with freight prepaid by normal transportation. If Buyer fails to provide timely shipping instructions, Siemens will ship the Products by normal transportation means to Buyer or to a storage location selected by Siemens. Buyer will pay or reimburse any excess transportation charges for special or expedited transportation.

(b) If Products are placed into storage, delivery occurs and risk of loss transfers to Buyer when the Products are placed on the carrier for shipment to the storage location. If the Products are to be stored in the facility where manufactured, delivery occurs and risk of loss transfers to Buyer when placed in the storage location.

Buyer will pay all Siemens' storage expenses, including but not limited to, preparation for and placement into storage, handling, freight, storage, inspection, preservation, maintenance, taxes and insurance, upon receipt of an invoice(s) from Siemens. When conditions permit and upon payment to Siemens of all amounts due, Buyer must arrange, at its expense, to remove the Products from storage. Buyer bears the risk of loss, damage or destruction to Products in storage.

**6. CANCELLATION.** Buyer may cancel this Agreement at any time on thirty (30) days written notice. Buyer shall have no right to defer shipment of Product. Except for Siemens right to terminate in accordance with Article 2, either party may terminate this Agreement for material breach of the other party, provided that the breaching party has not remedied the breach or commenced to cure the breach within a reasonable period, having due regard to the nature of the breach. In the event of a termination or cancellation, unless the Agreement includes a defined termination or cancellation schedule, Buyer is liable for cancellation charges, including without limitation: (i) the full price for any completed Siemens Products and Services; (ii) the allocable portion of the price as determined by Siemens for any partially completed Siemens Product and Services, including reasonable overhead and profit, (iii) reasonable demobilization costs, and (iv) payments due to subcontractors which cannot be: (1) cancelled without any payment obligation; or (2) refunded.

**7. FORCE MAJEURE / DELAYS.** If either party is unable to perform or suffers delay in performance, due to any cause beyond its reasonable control (regardless of whether the cause was foreseeable), including without limitation acts of God, inclement or unusually severe weather conditions, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, cyber-attacks, terrorist attacks, failure of normal sources of supply, or acts or inaction of government, the time of performance will be extended by a period equal to the length of time it takes to overcome the effect of the event. In addition, Siemens shall be entitled to be compensated by Buyer for reasonable and direct additional costs of Service incurred during such event. Siemens will notify Buyer within a reasonable time after becoming aware of any such event. If there are force majeure delays exceeding 180 days in the aggregate, Siemens may terminate the Agreement pursuant to Article 4. Failure to pay shall not constitute a force majeure delay.

**8. BUYER'S REQUIREMENTS.** Siemens' performance is contingent upon Buyer timely complying with and fulfilling all of its obligations under this Agreement. These obligations include the Buyer supplying all necessary access to Equipment and Products, where applicable, and all required "Third Party Parts" (parts, components, equipment or materials provided by Buyer or that exist in the Equipment which were not manufactured or supplied by Siemens or which were originally supplied by Siemens and subsequently repaired, serviced or otherwise altered by any party not affiliated with Siemens),

documents, permits and approvals needed for Siemens to perform including, but not limited to, accurate technical information and data, drawing and document approvals, and all necessary commercial documentation. Buyer shall provide access to the Site as reasonably required by Siemens for the performance of the Services. Siemens may request a change order for an equitable adjustment in prices and times for performance, as well as to adjust for any additional costs or any delay resulting from the failure of Buyer, Buyer's contractors, successors or assigns to meet these obligations or any other obligations in this Agreement.

Buyer shall also maintain the Site in a safe condition, notify Siemens promptly of any site conditions requiring special care, and provide Siemens with any available documents describing the quantity, nature, location and extent of such conditions, including any Material Safety Data Sheets (MSDS) related to all hazardous materials at the Site which may impact the Siemens Products and Services.

## **9. WARRANTIES.**

(a) *Warranties.* Siemens warranty to Buyer for either products or services shall be as described in the applicable warranty addenda for either VersiCharge AC Series or SIECHARGE UC Series (applicable to all DC products).

**10. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SIEMENS IS NOT LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: LOSS OF USE, REVENUE, SAVINGS, PROFIT, INTEREST, GOODWILL OR OPPORTUNITY, LOSS OF PRODUCTION, COSTS OF CAPITAL, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION AND DATA, LOSS OF POWER, VOLTAGE IRREGULARITIES OR FREQUENCY FLUCTUATION, CLAIMS ARISING FROM BUYER'S THIRD PARTY CONTRACTS, OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

SIEMENS' MAXIMUM LIABILITY UNDER THIS AGREEMENT UNDER ANY THEORY OF RECOVERY, SHALL NOT EXCEED THE ACTUAL PURCHASE PRICE RECEIVED BY SIEMENS UNDER THIS AGREEMENT.

BUYER AGREES THAT THE EXCLUSIONS AND LIMITATIONS IN THIS ARTICLE 11 WILL PREVAIL OVER ANY CONFLICTING TERMS AND CONDITIONS IN THIS AGREEMENT AND MUST BE GIVEN FULL FORCE AND EFFECT WHETHER OR NOT ANY OR ALL SUCH REMEDIES ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF SIEMENS HAS BEEN ADVISED BY BUYER OF THE POSSIBILITY OF SUCH DAMAGES. THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY AND LIMITATIONS ON LIABILITY EXPRESSED IN THIS ARTICLE 11 EXTEND TO SIEMENS' AFFILIATES, PARTNERS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, AGENTS AND SUCCESSORS AND ASSIGNS OF SIEMENS.

IN THE EVENT THAT PHYSICAL LOSS OR DAMAGE TO THE BUYER'S PROPERTY RESULTS FROM THE FAILURE OF A PORTION OF THE SIEMENS PRODUCTS AND SERVICES TO CONFORM TO ITS RESPECTIVE WARRANTY DURING THE APPLICABLE WARRANTY PERIOD SIEMENS' LIABILITY SHALL IN NO CASE EXCEED SIEMENS' OBLIGATION TO PERFORM THE REMEDIES SPECIFIED IN ARTICLE 10, AS APPLICABLE, WHICH SIEMENS WOULD

HAVE HAD TO PERFORM IF SUCH REMEDY HAD BEEN CARRIED OUT IMMEDIATELY PRIOR TO THE OCCURRENCE OF THE PHYSICAL LOSS OR DAMAGE.

## **11. PATENT AND COPYRIGHT INFRINGEMENT.**

Siemens will, at its own option and expense, defend or settle any suit or proceeding brought against Buyer based on an allegation that any processes performed by Siemens in connection with the Siemens Products and Services constitutes an infringement of any Patent Cooperation Treaty ("PCT") country member's patent or misappropriation of a third party's trade secret or copyright in the country where the Buyer's Site is located. Buyer will promptly give Siemens written notice of the suit or proceeding and the authority, information, and assistance needed to defend the claims. Siemens shall have full and exclusive authority to defend and settle such claim and will pay the damages and costs awarded against Siemens in any suit or proceeding so defended. Buyer shall not make any admission(s) which might be prejudicial to Siemens and shall not enter into a settlement without Siemens' consent. If and to the extent any process performed by Siemens in connection with the Siemens Products and Services as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined, Siemens will, at its option and expense, either: (i) procure for Buyer the right to continue using said process; (ii) replace it with substantially equivalent non-infringing process; or (iii) modify the process so its use is non-infringing.

Siemens will have no duty or obligation under this Article 12 if the process is: (i) performed according to Buyer's design or instructions and compliance therewith has caused Siemens to deviate from its normal course of performance; (ii) modified by Buyer or its contractors after performance; or (iii) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Siemens, Buyer must protect Siemens in the same manner and to the same extent that Siemens has agreed to protect Buyer under this Article 12.

THIS ARTICLE 12 IS AN EXCLUSIVE STATEMENT OF SIEMENS' DUTIES AND BUYER'S REMEDIES RELATING TO PATENTS, TRADE SECRETS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF.

## **12. CONFIDENTIALITY.**

(a) Both during and after the term of this Agreement, to the extent permitted by law, the parties will treat as confidential all information obtained from the disclosing party and all information compiled or generated by the disclosing party under this Agreement for the receiving party, including but not limited to business information, know-how, methods and techniques employed by Siemens in connection with the Siemens Products and Services, technical data, drawings, flow charts, program listings, software code, and other software, plans and projections. Except for security surveillance, the observing or recording of the Siemens Products and Services or any part thereof, whether by photographic, video or audio devices or in any other manner is prohibited. In the event any such prohibited observation or recording occurs, Siemens may (in addition to any other legal or equitable rights and remedies) stop the Services until Siemens has satisfied itself that the prohibited conduct has ceased, and in such event (a) the date of delivery or time for performance will be extended by a period of time which Siemens determines necessary and (b) Buyer will reimburse Siemens for Siemens' and its Suppliers' additional costs and expenses resulting from such delay, including but not limited to any for demobilization or remobilization. However, Siemens has the right to share confidential information with its affiliates, agents, and contractors provided those recipients have executed a written non-disclosure agreement no less stringent than Article 13 in its entirety.

(b) Nothing in this Agreement requires a party to treat as confidential any information which: (i) is or becomes generally known to the public, without the fault of the receiving party; (ii) is disclosed to the receiving party, without obligation of confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to the receiving party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving party upon the date of this Agreement; or (iv) was independently developed by receiving party or its representatives, as evidenced by written records, without the use of discloser's confidential information, or (v) is required to

be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that the party required to disclose by law will promptly advise the originating party of any requirement to make such disclosure to allow the originating party the opportunity to obtain a protective order and assist the originating party in so doing.

(c) It is Siemens' policy not to unlawfully or improperly receive or use confidential information, including trade secrets, belonging to others. This policy precludes Siemens from obtaining, directly or indirectly from any employee, contractor, or other individual rendering services to Siemens confidential information of a prior employer, client or any other person which such employee, contractor, or individual is under an obligation not to disclose. Buyer agrees to abide by this policy.

(d) Siemens shall retain all intellectual property rights in the Siemens Products and Services, works, Siemens' documents, processes, Siemens' confidential information, and any design information and/or documents made by (or on behalf of) Siemens. Upon receipt of all fees, expenses and taxes due in respect of the relevant Siemens Products and Services, Siemens grants to the Buyer a non-transferable, non-exclusive, royalty-free license to copy, use and communicate Siemens' documents for the sole purpose of operation and maintenance of the facility upon which the Siemens Products and Services have been performed.

**13. COMPLIANCE WITH LAWS.** The parties agree to comply with all applicable laws and regulations.

**14. CHANGES IN SIEMENS PRODUCTS AND SERVICES.** No change will be made to the scope of Siemens Products and Services unless Buyer and Siemens agree in writing to the change and any resulting price, schedule or other contractual modifications. If any change to any law, rule, regulation, order, code, standard or requirement impacts Siemens' obligations or performance under this Agreement, Siemens shall be entitled to a change order for an equitable adjustment in the price and time of performance.

**15. NON-WAIVER.** Any waiver by a party of strict compliance with this Agreement must be in writing, and any failure by the parties to require strict compliance in one instance will not waive its right to insist on strict compliance thereafter.

**16. MODIFICATION OF TERMS.** These terms may only be modified by a written instrument signed by authorized representatives of both parties.

**17. ASSIGNMENT.** Neither party may assign all or part of this Agreement, or any rights or obligations under this Agreement without the prior written consent of the other; but either party may assign its rights and obligations, without recourse or consent to, any parent, wholly owned subsidiary or affiliate or affiliate's successor organization (whether as a result of reorganization, restructuring or sale of substantially all of a party's assets). However, Buyer shall not assign this Agreement to a competitor of Siemens; an entity in litigation with Siemens; or an entity lacking the financial capability to satisfy Buyer's obligations. Any assignee expressly assumes the performance of any obligation assigned. Siemens may grant a security interest in this Agreement and/or assign proceeds of this Agreement without Buyer's consent.

**18. APPLICABLE LAW AND JURISDICTION.** This Agreement is governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. BOTH SIEMENS AND BUYER KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THIS AGREEMENT. Each party agrees that claims and disputes arising out of this Agreement must be decided exclusively in a federal or state court of competent jurisdiction located in a state in which either Buyer or Siemens maintains its principal place of business. Each party submits to the personal jurisdiction of such courts for the purpose of litigating any claims or disputes.

**19. SEVERABILITY.** If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired. A court may modify the invalid, illegal or unenforceable provision to reflect, as closely as possible, the parties' original intent.

**20. EXPORT/IMPORT COMPLIANCE.** Buyer acknowledges that Siemens is required to comply with applicable export/import laws and regulations relating to the sale, export, import, transfer, assignment, disposal and use of the Products and information provided in the performance of the Services, including any export/import license requirements. Buyer agrees that such goods or information shall not at any time directly or indirectly be used, exported, imported, sold, transferred, assigned

or otherwise disposed of in a manner which will result in non-compliance with any export/import laws and regulations. Siemens' continuing performance hereunder is conditioned on compliance with such export/import laws and regulations at all times.

**21. SURVIVAL.** The Articles entitled "Intellectual Property," "Limitation of Liability," "Indemnity," "Confidentiality," "Risk of Loss and Schedule," "Export/Import Compliance," and "Nuclear" survive any termination, expiration or cancellation of this Agreement.

**22. SITE SAFETY.** Buyer shall comply with all federal, state, and local safety regulations and standards applicable to the Site and to the Equipment and/or Product on which Siemens will perform the Services. Siemens shall not be obligated to commence or perform Services unless Buyer's Site complies with all applicable safety requirements. In the event Buyer's Site safety is non-compliant, Siemens may suspend the Services until such time as Buyer corrects the non-compliance. To the extent Siemens incurs additional time and expense as the result of Buyer's non-compliance, Siemens shall be entitled to an equitable adjustment in the schedule, price and other affected provisions of the Agreement.

**23. ENVIRONMENTAL COMPLIANCE.** To the extent that the performance of Services at the Site may involve the generation of hazardous waste as such term is defined in the Resource Conservation and Recovery Act (42 U.S.C. 6901, et seq.), the laws of the state in which the Site is located and the rules or regulations issued thereunder as are now in effect or hereafter amended from time to time (such generated hazardous waste being herein referred to as "Hazardous Waste") shall apply.

Buyer shall at its expense and in accordance with all applicable federal, state and local laws, rules, regulations and ordinances (i) furnish Siemens with containers for Hazardous Waste, (ii) designate a storage area at the Site proximate to the Services where such containers are to be placed; and (iii) handle, store and dispose of Hazardous Waste. Buyer shall reimburse Siemens for additional costs, if any, incurred in complying with any such laws, regulations, rules and/or ordinances.

Siemens shall have no responsibility or liability with regard to any Hazardous Waste which it does not know or have reason to know will be generated or released in the performance of the Services, and Buyer shall indemnify and hold Siemens harmless for all damages, losses, costs, liabilities, fines and penalties, (including reasonable attorneys' fees) related to pollution and environmental impairment arising from the Buyer's property, the Equipment or the Services.

**24. THIRD PARTY PARTS.** Buyer warrants that any and all Third Party Parts which may be the subject of any Services shall (a) be fully compatible with the corresponding part, component, equipment or material of the Original Equipment Manufacturer ("OEM") in terms of form, fit, and function; (b) shall be timely provided to Siemens hereunder; and (c) shall be capable of installation in the same manner and within the same time as the corresponding OEM part, component, equipment, or material.

**25. PRODUCT RETURNS.** Prior to the return of any Product, Buyer must identify the Product or portion thereof and obtain written authorization and shipping instructions from Siemens. Siemens has the right, in its sole discretion, to permit or reject any such return. Siemens' authorization to return any Product to Siemens does not relieve Buyer of its obligation to pay for such Product. Upon receipt, inspection, and acceptance of the Product by Siemens, Siemens will issue a credit memo to Buyer, less applicable re-stocking fees. Siemens reserves the right to reject any hazardous material.

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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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AUTHORITY POLICY P412  
TRAVEL, BUSINESS DEVELOPMENT AND WORKING MEALS EXPENSES

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

**Business Development Expenses:**

- A. Business development meal, beverage (including alcoholic), and other expenses may be incurred locally or while traveling. Business development activities require meeting with non-Authority personnel. Employees may be reimbursed for actual, reasonable, and appropriately documented expenses related to the business development activity.
- B. To qualify as business development, such an employee must (a) reasonably expect, and have as the primary motivation for the expenditure, that the Authority will derive revenue or another business benefit as a result of the business development activity; (b) incur the expense in a setting where the party being entertained would reasonably understand that the expenditure was for an Authority business objective; and (c) use the expenditure for the person from whom the Authority expects the business benefit, as well as for the employee and other Authority staff in attendance.
- C. Alcoholic beverage expenses may only be incurred at business development events related to meetings including non-Authority personnel from organizations from which the Authority is reasonably expected to derive revenue or another business benefit.
- D. The employee must provide detailed itemized receipts for all business development expenses larger than \$25 and must include rationale and business benefit for the Authority.

**Working Meals:**

- A. Expenditures for meals during business meetings between Authority employees or between Authority employees and individuals from outside organizations are allowable only (a) when there is a valid business need to have the meeting during a meal time (i.e., schedules will not accommodate the meeting at other times); (b) during periods of extended overtime (i.e. irregular operations, working on the budget or another major project); or (c) periodic department meetings (not more than quarterly), full-day or half-day Authority-wide meetings, or Authority strategic planning sessions.
- B. Business meals between Authority subordinates and supervisors will be infrequent and will occur only when there is no other time during which the meeting can be scheduled.

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

- C. Notwithstanding subparagraph B above, Executive staff, VPs, Directors and Managers may occasionally purchase meals for employees provided the meals are reasonable and for the purpose of conducting Authority business and/or employee recognition.
- D. Alcoholic beverages expenditures shall not be reimbursed or charged to the Authority under this section.
- E. Reasonable expenditures for meals with Board members are reimbursable provided there is a valid business need to have the meeting during a meal time.
- F. Working meals will be reimbursed upon presentation of appropriate documentation including a list of attendees.



Peter O. Knight Airport  
Plant City Airport  
Tampa Executive Airport

## EXHIBIT C

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

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of Siemens Industry Inc., listed below, hereby attests under penalty of perjury that:

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

The undersigned is authorized to execute this affidavit on behalf of Siemens Industry Inc.

Date: \_\_\_\_\_, 20\_\_\_\_ Signed: \_\_\_\_\_

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

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