



HILLSBOROUGH COUNTY AVIATION AUTHORITY

CONTRACT FOR DIGITAL CONTENT DEVELOPMENT

FOR AIRSIDE D

Parties And Addresses:

AUTHORITY: Hillsborough County Aviation Authority
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HILLSBOROUGH COUNTY AVIATION AUTHORITY
CONTRACT FOR DIGITAL CONTENT DEVELOPMENT FOR AIRSIDE D

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1. INTRODUCTION

This Contract for Digital Content Development for Airside D (Contract) is made and entered into this 1st day of October 2026 between the Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida whose post office address is Post Office Box 22287, Tampa, Florida 33622 (Authority), and Les Studios Moment Factory Inc., a corporation organized under the laws of the Province of Quebec, Canada, authorized to do business in the State of Florida (Company), (collectively hereinafter referred to as the Parties).

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

2. DEFINITIONS

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

2.1 Acceptance

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

2.2 Acceptance Testing

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

2.3 Accounts Payable

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

2.4 After Action Review (AAR)

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

2.5 Airport

Tampa International Airport.

2.6 Airside Terminals

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

2.7 Annual Maintenance Fee

A recurring, fixed fee payable on an annual basis for the ongoing maintenance, support, and upkeep of the products, systems, or Services provided under this Contract. The Annual Maintenance Fee includes all labor, materials, tools, updates, routine servicing, and support necessary to maintain the covered items in proper working order and in accordance with the Contract requirements, excluding any work expressly identified as outside the Scope of Services or requiring a separate Work Order.

2.8 Artificial Intelligence (AI)

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

2.9 Authority

Hillsborough County Aviation Authority.

2.10 Authority Data

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

2.11 Authority Intellectual Property (Authority IP)

Intellectual Property owned or licensed by Authority.

2.12 Authorized Agent(s)

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

2.13 Area Operations Manager

An authorized Authority operations representative responsible for managing and overseeing designated operational areas of Airport property. The Area Operations Manager has the authority to escort, supervise, and grant controlled access to Company's Personnel within

secured, restricted, or otherwise limited-access areas of the Airport where independent access is not permitted. The Area Operations Manager ensures activities of Company's Personnel comply with all applicable Airport rules, safety requirements, security regulations, and operational procedures while on Airport property.

2.14 Board

The Hillsborough County Aviation Authority Board of Directors.

2.15 Cardholder Data

Data that meets the definition of "Cardholder Data" in the most recent version of the Payment Card Industry's Data Security Standard.

2.16 CEO

The Hillsborough County Aviation Authority Chief Executive Officer.

2.17 CJIS

Criminal Justice Information Services.

2.18 Confidential Information

Includes all scientific, technical, financial, business and other information, all manufacturing, marketing, sales and distribution data, all scientific and test data, documents, methods, techniques, formulations, operations, know-how, experience, skills, intellectual property, trade secrets, computer programs and systems, processes, practices, ideas, inventions, designs, samples, plans, and drawings.

2.19 Content

Digital media created or provided by the Company, including video, animation, 3D/4D anamorphic media, graphics, audio, interactive elements, and all related technical files, formatting, and configuration necessary for proper operation.

2.20 Content Development Plan (Plan)

Includes, but is not limited to, creative themes, development strategies, designs, production milestones, schedules, integration of digital Content on the CDS, and continued Content creation.

2.21 Content Distribution System (CDS)

The system or platform, infrastructure, and associated tools used to store, manage, deliver, publish, and distribute digital Content across the Media Features.

2.22 Contract Documents

The following documents are a part of this Contract and are hereby incorporated by reference: the terms and conditions as contained in this Contract; Invitation to Negotiate (ITN) for Digital Content Development for Airside D; and any subsequent information submitted by Company during the evaluation process.

2.23 Contract Year

(a) With respect to the first year of this Contract, the period commencing upon Final Acceptance and continuing for one (1) year. (b) With respect to subsequent years of this Contract, each consecutive twelve-month period thereafter.

2.24 Data Breach

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

2.25 Days

Unless otherwise stated, means calendar days.

2.26 Deliverables

Includes, without limitation, supply, delivery, installation, integration, implementation, training, warranty, maintenance services, materials, equipment, computer Software, or other Services furnished or performed by Company in accordance with the terms of this Contract.

2.27 Design Builder

Hensel Phelps Construction Company.

2.28 Documentation

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

2.29 Enhancement

Any modification or addition that, when made or added to the subject Software, materially

changes its utility, efficiency, functional capacity, or application, but that does not constitute solely an Error Correction. Enhancements may be designated by Company as minor or major, depending on Company's assessment of their value and of the function added to the pre-existing Software.

2.30 Error

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

2.31 Error Correction

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

2.32 Exhibits

Exhibits are attached to this Contract and are hereby incorporated and made a part of this Contract. Based on the needs of Authority, the Exhibits may be modified from time to time by mutual written agreement of the Parties, which may be affected by letter without formal amendment to this Contract.

2.33 FAA

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

2.34 Final Acceptance

The Authority's written confirmation that all Deliverables and Services required under this Contract, or an identified phase or milestone thereof, have:

- a) been fully completed in accordance with this Contract, including the Scope of Services and all applicable technical and performance requirements;
- b) Successfully completed all required Acceptance Testing, including, as applicable, Functional Acceptance Testing and User Acceptance Testing; and
- c) been approved by the Authority without material deficiencies.

2.35 Functional Acceptance Testing

The systematic evaluation of a delivered Solution (Software, hardware, or Services) against predefined functional requirements and Acceptance criteria stipulated in the Contract Documents. This process is designed to verify that the Solution operates as intended and satisfies the needs of the Authority before Final Acceptance and full deployment.

2.36 Functional Specifications

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

2.37 Implementation Schedule

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

2.38 Improvement

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

- A. improving efficiency and functionality;
- B. Improving operational integrity and efficiency;
- C. supporting legislated, regulatory, or security, or other lawful requirements;
- D. correcting Errors; and
- E. implementing additional licensed Software.

2.39 Incident

An unplanned or unexpected event that results in an interruption to business operational processes or a reduction in the performance, availability, or quality of the Services or the Solution.

2.40 Information Technology (IT) Infrastructure

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

2.41 Intellectual Property (IP)

Legal rights protecting Software, code, algorithms, and digital Content, ensuring ownership and control over innovations.

2.42 Main Terminal

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

2.43 Maintenance Access Period

Unless otherwise specified in this Contract, means an uninterrupted time period of a minimum of eleven (11) consecutive hours each day, between 8:00 a.m. and 7:00 p.m. Eastern Time, during which the Company shall have Personnel available to receive requests for maintenance services and provide the maintenance services in accordance with this Contract.

2.44 Major Incident

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

2.45 Malware

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

2.46 Media

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

2.47 Media Features

Two large-scale, custom-designed, architecturally integrated, immersive features (ceiling-hung) and two smaller, interactive LED pools (floor-mounted) at Airside D.

2.48 Modifications

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

2.49 Open Source Material (OSM)

Any Software or other intellectual property that is distributed or made available as “open source software” or “free software” or is otherwise publicly distributed or made generally available in

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source code or equivalent form under terms that permit modification and redistribution of such Software or intellectual property.

2.50 Personnel

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

2.51 Personally Identifiable Information (PII)

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

2.52 Preventative Maintenance

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

2.53 Production

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

2.54 Project Manager

Company's representative responsible for coordinating and overseeing Company to include, but not be limited to, monitoring, interpreting and overseeing the Services with regard to the quality performed, the manner of performance, and Authority and customer satisfaction with performance levels.

2.55 Releases

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

2.56 Restoration of Service Time

Period of time beginning with a bona fide attempt to reach Company by telephone or other oral

or written means made by Authority during a Maintenance Access Period and ending with the response of the Company.

2.57 Root Cause

A fundamental reason or factor that causes an Error.

2.58 Scheduled Downtime

A pre-planned period during which the Company performs activities necessary for the proper operation and maintenance of the Services and/or the Solution, including Software uploads, communication loads, Upgrades, Preventative Maintenance, Error Correction, and Error validation.

2.59 Sensitive Security Information (SSI)

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

2.60 Services

Services and Deliverables to be performed and provided by Company as detailed in Exhibit A, Scope of Services.

2.61 Software

Collectively or individually, the computer programs licensed under this Contract, including, without limitation, the programs for each Solution.

2.62 Software Support

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

2.63 Solution

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

2.64 Scope of Services

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

2.65 Technical Content Standard

A manual delivered to the Authority to capture the technical requirements used in the production and commissioning of the Content.

2.66 Transition Period

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

2.67 TSA

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

2.68 Unapproved Improvements

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

2.69 Updates

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

2.70 Upgrades

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

2.71 User Acceptance Testing

The test demonstrating the correct operation of the Solution that functions as specified within this Contract, including all interfaces, system security, and data conversion components.

2.72 Vice President of Communications, Marketing, and Strategy

Authority contact person responsible for the Authority Communications and Marketing Departments.

2.73 Vice President of Information Technology

Authority contact person responsible for the Authority Information Technology Services Department.

2.74 Vice President of Procurement

Authority contact person responsible for the Authority Procurement Department.

2.75 Work Order

The order form used by Authority and Company in accordance with Exhibit A, Scope of Services and Exhibit B, Work Order.

3. SCOPE OF SERVICES

3.1 Scope of Services

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

3.2 Work Order

- A. Without invalidating this Contract, Authority may, at any time, order additions, deletions or revisions to the Services authorized only by Work Order. Prior to the onset of any Services to be performed, Company and Authority will outline each task involved, establish a schedule for completing each task detail the associated costs, and include the names, titles, responsibilities, and resumes of Company's Personnel that will be assigned to the task in a work plan as shown in Exhibit B, Work Order. The Work Order schedule may go beyond the termination date of this Contract if necessary to complete the Work Order tasks. Company will use its best efforts to ensure that each task in the Work Order is completed on budget and on time according to the agreed upon work schedule.
- B. Company will only begin Services upon execution of the Work Order by Company and Authority. All such Services will be executed under the applicable conditions of this

Contract. No Services will be paid for unless authorized by written Work Order prior to the performance of such Services.

- C. Upon execution of the Work Order, the Authority will issue a Purchase Order to the Company for the performance of the specific items, schedule, and/or costs agreed to in the Work Order. The Authority's Vice President of Information Technology Services or designee will have the authority to execute any Work Order on behalf of the Authority consistent with the terms of this Contract. No Services will be initiated by Company until Company receives the Purchase Order which will include the final agreed upon Work Order.
- D. Any Purchase Order issued during the effective period of this Contract and not completed within that period shall be completed by the Company within the time specified in the Work Order. The Contract shall govern the Company's and Authority's rights and obligations with respect to that Work Order to the same extent as if the Work Order were completed during the Contract effective period.

3.3 Authority's Contact Person

Authority's Vice President of Information Technology Services or designee will be responsible for notifying Company regarding required Services and will be Company's primary contact for all Services under this Contract.

3.4 Company's Project Manager

Company has designated Olivier Grant as the Project Manager. The Project Manager will be responsible for ensuring that all Services are provided as outlined in the Scope of Services and will be Company's primary contact for all Services under this Contract.

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

4. TERM

4.1 Effective Date

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

instrument.

4.2 Term

This Contract shall be for an initial period of five (5) years (Initial Term), which shall commence upon the date of Final Acceptance by the Authority. The Initial Term shall continue for five (5) years from the date of Final Acceptance, unless earlier terminated as provided herein or extended in accordance with the subsection entitled Renewal Option. The Initial Term, together with any approved Renewal Term, shall collectively be referred to as the Term.

4.3 Renewal Option

If Company is not in default of any terms of this Contract and if Company has performed all the terms, covenants and conditions herein contained, this Contract may be renewed at the terms and conditions stated hereunder for one, five-year period subsequent to the end of the Initial Term (Renewal Term) upon written approval by the CEO. Such renewal will be effective by letter without formal amendment to this Contract.

4.4 Extension

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

4.5 Early Termination

Either Party may terminate this Contract, without cause, by giving six (6) months written notice to the other Party. However, Company may not cancel this Contract, without Authority approval, until all existing projects are completed, unless required by legal or ethical rules. Authority does not guarantee work or any amount of work to Company during the Term of this Contract.

5. FEES AND PAYMENTS

5.1 Not-to-Exceed

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

The total compensation payable for Services shall not exceed the total project cost, inclusive of

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all labor, materials, licenses, fees, overhead, profit, and reimbursable expenses, unless otherwise expressly authorized by the Authority.

5.2 Payment

A. Milestone-Based Payments

- 1) Payment for Services shall be made on a milestone basis, contingent upon Authority's written acceptance of the applicable milestone Deliverable. Each milestone-based payment represents a portion of the total project cost and shall not exceed the amount allocated to that milestone.
- 2) A milestone payment schedule shall be incorporated into the Contract or approved by the Authority prior to commencement of Services. A representative milestone structure may include, but is not limited to, the following:

Milestone-Based Payments

Milestone	Phase	Amount/Percentage
1	Project Management & Administration	\$552,000/ 12%
2	Design Phase	\$644,000/ 14%
3	Production Phase	\$2,645,000/ 57.5%
4	Technical Formatting & System Integration	\$230,000/ 5%
5	Installation Support, On-site Testing & Commissioning	\$460,000/ 10%
6	Licensing Rights & Usage Fees	\$69,000/ 1.5%
	Total	\$4,600,000

B. Annual Maintenance

- 1) In addition to the Services, Authority will pay Company for ongoing maintenance in the form of an Annual Maintenance Fee.
- 2) The Annual Maintenance Fee is separate and distinct from the project cost and compensates Company for the ongoing operation, maintenance, Updates, refreshes, and support services described in this Contract.
- 3) Authority shall pay the Annual Maintenance Fee in equal monthly installments, payable in arrears. Company shall submit monthly invoices equal to one-twelfth (1/12) of the applicable Annual Maintenance Fee, identifying the applicable service period.
- 4) For any payment period of less than one month, payment shall be prorated based on the number of days Services were provided.
- 5) Annual maintenance shall commence only upon Final Acceptance of the Services and issuance of written acceptance by the Authority. No maintenance fees shall be payable prior to Final Acceptance.

Annual Maintenance Fee Schedule

Contract Year Annual Maintenance Fee

Year 1	\$95,000
Year 2	\$99,750
Year 3	\$104,750
Year 4	\$110,000
Year 5	\$115,500

Contract Year Annual Maintenance Fee (if Contract Renewed)

Year 6	\$121,250
Year 7	\$127,500
Year 8	\$133,750
Year 9	\$140,500
Year 10	\$147,500

C. Additional Services

Any additional services requested by the Authority that are outside the Services shall be authorized only through a separate written Work Order or written amendment executed by the Authority.

No additional Services shall be performed, and no additional compensation shall be due, unless expressly authorized in writing by the Authority.

D. Condition Precedent to Payment

No milestone payment shall be due unless and until the applicable Deliverable has successfully completed all required Acceptance Testing and has been formally accepted in writing by the Authority. Interim reviews, demonstrations, meetings, draft submissions, or Authority feedback shall not constitute Acceptance or approval for payment.

5.3 Invoices

Company shall submit an invoice upon completion and acceptance of each milestone. Each invoice shall reference the milestone achieved and the remaining balance.

Invoices required by this Contract will be created and submitted by Company to Authority Finance Department via email to Payables@TampaAirport.com in a form acceptable to Authority and will include at a minimum the invoice date, invoice amount, dates of Services, all assigned and on-going project activities during the preceding billing period, and purchase order number. Authority shall pay all invoices within thirty (30) Days of receipt of a properly submitted invoice.

5.4 Payment Method

Company will receive electronic payments via Automated Clearing House (ACH), ePayables, or Purchasing Card (PCard). Authority reserves the right to modify the electronic payment methods and processes at any time. Company may change its selected electronic payment method during the Term of this Contract in coordination with Accounts Payable.

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

5.5 Payment When Services Are Terminated at the Convenience of Authority

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

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

6. TAXES

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

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

7. OWNERSHIP OF DOCUMENTS

Authority shall own all Intellectual Property, data, and Content developed or created in conjunction with this Contract, including all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data, or other materials, regardless of form or

characteristics, produced by Company or its Personnel in the course of providing Services to Authority. Company acknowledges that it has no ownership rights in the same and agrees not to use, reproduce, distribute, or disclose such except as strictly necessary to perform its obligations under this Contract.

All software, technology, or other pre-existing Intellectual Property owned or developed independently by Company (Company IP) shall remain the property of Company. Company hereby grants Authority a non-exclusive, perpetual, royalty-free license to use, modify, and reproduce any portion of the Company IP incorporated into or necessary to use the Authority Content, including Updates, Upgrades, future releases, or added functionality, solely for Authority's internal purposes and for purposes related to this Contract. Company shall have no right to use or sublicense Authority Content for any other purpose without the prior written consent of Authority.

8. QUALITY ASSURANCE

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

9. NON-EXCLUSIVE RIGHTS

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

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

10. DEFAULT, REMEDIES, AND TERMINATION RIGHTS

10.1 Events of Default

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

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

10.2 Authority Remedies

In the event of any of the foregoing Events of Default enumerated in this Article, and following ten (10) Days' notice by Authority and Company's failure to cure (or if such default cannot reasonably be cured within ten (10) Days, Company's failure to commence and diligently pursue a cure within an agreed upon period), Authority, at its election, may exercise any one or more of the following options or remedies, the exercise of any of which will not be deemed to preclude the exercise of any other remedy herein listed or otherwise provided by statute or general law:

- A. Terminate Company's rights under this Contract and, in accordance with law, Company will remain liable for all payments or other sums due under this Contract as of the effective date of termination and for all damages suffered by Authority as a direct result of Company's breach of any of the covenants of this Contract; or
- B. Treat this Contract as remaining in existence, curing Company's default by performing or paying the obligation which Company has breached. In such event all sums paid or expenses incurred by Authority directly or indirectly in curing Company's default will become immediately due and payable; or
- C. Declare this Contract to be terminated and ended.

No waiver by Authority at any time of any of the terms, conditions, covenants, or agreements of this Contract, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof by Company. No notice by Authority will be required to restore or revive time is of the essence hereof after waiver by Authority or default in

one or more instances. No option, right, power, remedy, or privilege of Authority will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, or remedies given to Authority by this Contract are cumulative and that the exercise of one right, power, option, or remedy by Authority will not impair its rights to any other right, power, option, or remedy available under this Contract or provided by law. No act or thing done by Authority or Authority agents or employees during the Term will be deemed an acceptance of the surrender of this Contract, and no acceptance of surrender will be valid unless in writing.

10.3 Company's Remedies

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

In addition to the foregoing, Company may terminate this Contract upon written notice to Authority in the event of a default by Authority of its obligations under this Contract, including without limitation the failure to pay any amount when due or infringement of Company IP, provided that Authority fails to cure such default within ten (10) Days after receipt of written notice from Company regarding the same. Upon any such termination, Company shall be entitled to compensation in accordance with Section 5.5.

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

10.4 Continuing Responsibilities of Company

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

11. INDEMNIFICATION

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

caused in whole or in part by:

1. negligent acts or omissions of Company or Company's Personnel in connection with Company's 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 in the performance of this Contract;
3. any breach of the terms of this Contract;
4. violation of any law, regulation, rule, order, decree, ordinance, Federal Directive or Federal Circular;
5. infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
6. 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 Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company, whether the liability, suit, claim, procedure, lien, expense, loss, cost, royalty, fine or damages is caused in part by an indemnified party; provided, however, that Company shall have no obligation to indemnify any indemnified party to the extent that such liability, suit, claim, procedure, lien, expense, loss, cost, royalty, fine or damage is caused by the negligence, acts or omissions of an indemnified party, its members, officers, agents, employees, or volunteers.

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

1. negligent acts or omissions of Company or Company's Personnel in connection with Company's 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 in the performance of this Contract;
3. any breach of the terms of this Contract;
4. violation of any law, regulation, rule, order, decree, ordinance, Federal Directive, Federal Circular or ordinance;
5. infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
6. 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 Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company regardless of whether it is caused in part by Company, its members, officers, agents, employees, or volunteers. This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature to Company by a party entitled to a defense hereunder; provided, however, that Company shall have no duty to defend any indemnified party to the extent that the suit, claim or action arises from the negligence, acts or omissions of the Authority, its members, officers, agents, employees, or volunteers.

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

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

E. Company's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Contract until it is determined by final judgment that any suit, claim or other action against 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, the Company shall indemnify and hold harmless the State of Florida, FDOT, including the FDOT's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Company and persons employed or utilized by the Company in the performance of this Contract. This indemnification in this paragraph shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida's and FDOT's sovereign immunity.

G. Nothing in this Article will be construed as a waiver of any immunity from or limitation of liability Authority, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.

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

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

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

J. Notwithstanding anything to the contrary in this Contract, and regardless of the amount of any insurance required to be obtained or maintained under this Contract, Company's total aggregate liability arising out of or relating to this Contract, whether in contract, tort (including negligence), indemnification, or otherwise, shall not exceed the value of this Contract. In no event shall Company be liable for any indirect, incidental, special, consequential, punitive, or exemplary damages, or for any loss of profits, revenue, data, or business opportunity, arising out of or relating to this Contract, even if advised of the possibility of such damages.

12. ACCOUNTING RECORDS/AUDIT REQUIREMENTS

12.1 Books and Records

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

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

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

Access will be granted to all of Company's records directly pertinent to this Contract or any Work Order, as well as records of parent, affiliate and subsidiary companies and any subconsultants or subcontractors directly pertinent to this Contract or any Work Order. If the records are kept at locations other than the Airport, Company will arrange for said records to be brought to a location convenient to the Authority or will provide records electronically in a computer-readable format acceptable to the Authority at no additional cost to conduct the engagement as set forth in this Article.

Company agrees to deliver or provide access to all records directly pertinent to this Contract requested by the Authority within fourteen (14) Days of the request at the initiation of the engagement and to deliver or provide access to all other records directly pertinent to this Contract requested during the engagement within seven (7) Days of each request. Company will be in material breach of this Contract if Company fails to provide requested records in accordance with this Article and Company will be responsible for the cost of the audit as determined by the Authority.

The Authority has the right during the engagement to interview Company's employees, subconsultants, and subcontractors, and to retain copies of any and all records directly pertinent to this Contract as needed to support auditor workpapers.

If as a result of any engagement it is determined that Company has overcharged Authority, Company will re-pay Authority for such overcharge and Authority may assess interest 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 Contract do not act as a waiver or limitation of the Authority's right to perform engagements.

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

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

13. INSURANCE

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

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

13.1 Required Coverage - Minimum Limits

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

13.2 Commercial General Liability Insurance

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

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

13.3 Workers' Compensation and Employer's Liability Insurance

The minimum limits of insurance are:

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

13.4 Business Automobile Liability Insurance

Coverage will be provided for all owned, hired and non-owned vehicles. Coverage shall be provided on a form no more restrictive than ISO Form CA 00 01. The minimum limits of insurance covering the work performed pursuant to this Contract are:

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

13.5 Professional Liability Insurance

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

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

13.6 Cyber Liability & Data Storage

The Company shall purchase and maintain Cyber Liability Insurance throughout the life of this Contract and such insurance will be maintained for a period of three years thereafter for Services completed during the Term of this Contract. 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 Company, any of its subcontractors, or cloud service providers used by Company;
- 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 Company 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;
- Data Breach Response Coverage, including coverage for notifying affected parties, setting up call center services, provision of credit monitoring services, identity theft protection services, computer forensic expenses, conduct, data reconstruction, legal expenses, and public relations expenses resulting from a breach of Network Security or other Privacy breach involving personally identifiable information and personal health information; and

- 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 Contract Effective Date, the Company must purchase “extended reporting” coverage, which will provide coverage to respond to claims for a minimum of three years after completion of Services completed during the Term of this Contract.

The Cyber Liability Insurance coverage may be subject to a deductible or self-insured retention, which may not exceed \$100,000 per claim.

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	\$10,000,000
Annual Aggregate	\$10,000,000

13.7 Technology Professional Liability/Errors and Omissions Insurance

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

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

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

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

Company must purchase “extended reporting” coverage, which will provide coverage to respond to claims for a minimum of three years after completion of Services completed during the Term of this Contract.

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

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	\$10,000,000
Annual Aggregate	\$10,000,000

13.8 Waiver of Subrogation

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

13.9 Incident Notification

The Company will promptly notify the Airport Operations Center (AOC) of all incidents involving bodily injury or property damage, and as soon as practicable after discovery of an actual or reasonably suspected data breach, security breach, ransomware (data theft), or an extortion threat occurring on Authority-owned property, tenant-owned property or third-party property.

13.10 Customer Claims, Issues, or Complaints

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

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

14. COMPLIANCE WITH NON-DISCRIMINATION REQUIREMENTS

During the performance of this Contract, Company, for itself, its assignees and successors in

interest, agrees as follows:

- A. Compliance with Regulations: Company (hereinafter includes consultants) 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 Contract.
- B. Nondiscrimination: Company, with regard to the work performed by it during this Contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Company will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of this Contract, Company, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:
 - 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 - 2. 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964) including amendments thereto;
 - 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
 - 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 § 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - 7. The Civil Rights Restoration Act of 1987, (P.L. 100-259) (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 (42 U.S.C. § 12101, et seq), 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 as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38; and

9. Title IX of the Education Amendments of 1972, as amended, which prohibits Company from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).
- C. Solicitation for Subcontracts, including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Company for work to be performed under a subcontract, including procurement of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Company of Company's obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, national origin, sex, creed, age or disability.
- D. Information and Reports. Company will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Authority or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Company is in the exclusive possession of another who fails or refuses to furnish this information, Company will so certify to the Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of Company's noncompliance with the nondiscrimination provisions of this Contract, the Authority will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to,
 1. withholding of payments to Company under this Contract until Company complies, and/or
 2. canceling, terminating or suspending this Contract, in whole or in part.
- F. Incorporation of Provisions. Company will include the provisions above in every subcontract including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Company will take action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, that if the Company becomes involved in or is threatened with litigation with a subcontractor or supplier because of such direction, Company may request Authority to enter into any litigation to protect the interests of Authority. In addition, Company may request the United States to enter into the litigation to protect the interests of the United States.

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15. SMALL BUSINESS ENTERPRISE

15.1 Authority Policy

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

15.2 Non-Discrimination

- A. Company and any subcontractor of Company will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Company will carry out applicable requirements of Authority SBE Policy and Program in the award and administration of this Contract. Failure by Company to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Authority deems appropriate.
- B. Company agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any agreement, management contract, or subcontract, purchase or lease agreement.
- C. Company agrees to include the statements in paragraphs (A) and (B) above in any subsequent agreement or contract that it enters and cause those businesses to similarly include the statements in further agreements or contracts.
- D. Company, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (1) that no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airport facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; and (3) that Company will fully comply with the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 as amended from time to time.
- E. In the event of breach of the above non-discrimination covenants pursuant to Part 21 of the Regulations of the Office of the Secretary of Transportation, as amended, Authority will have the right to terminate this Contract and to re-enter as if said Contract had never been made or issued. The provision will not be effective until the procedures of Title 49 CFR Part 21 are followed and completed, including exercise or expiration of appeal rights.

15.3 SBE Participation

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

16. AUTHORITY APPROVALS

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

17. INFORMATION TECHNOLOGY REQUIREMENTS

17.1 Use Of Artificial Intelligence

- A. Any use of AI including, but not limited to generative AI, via platforms, tools, and software must be consistent with Authority Policies, Standard Procedures, Rules and Regulations and applicable laws.
- B. To maintain the security of Authority Data and IT systems, Company is prohibited from attempting to gain access to unapproved AI applications when using Authority Data. To avoid potential data leaks or security incidents, Company is prohibited from inputting, uploading, or otherwise integrating any Authority Data into AI without the prior written consent of the Authority following Company's request for approval to use AI. Examples of uses that are prohibited unless the Authority grants prior written consent include but are not limited to: design, planning, decision making and on-site operations.
- C. Company acknowledges and agrees that any Authority Data obtained using AI technology is the property of the Authority, and the Company shall not use such data for any purpose other than to provide Services to the Authority. Specifically, the Company shall not use Authority Data as training data for any AI models or algorithms that will be used by any third-party organization or individual outside of the Company, without the express written consent of the Authority. The Company shall take reasonable measures to ensure that Authority Data is not inadvertently used as training data for any third-party AI models or algorithms and shall promptly notify the Authority in the event of any unauthorized use or disclosure of Authority Data.
- D. Company's request for approval to use AI must be submitted in writing and contain the following:
 - 1. The specific Authority Data to be used;
 - 2. The purpose and intended use of the AI;
 - 3. The potential benefits and risks associated with using the AI;
 - 4. The measures in place to ensure data security and confidentiality;
 - 5. The mechanisms in place for ensuring compliance with applicable laws including but not limited to data privacy and data protection laws; and
 - 6. A dataflow diagram which illustrates the flow of data within the Services as well as detailed identification of data sources, data stores, data processing, networks and AI utilized.
- E. Authority shall have sole and absolute discretion to approve or deny the use of AI for any aspect of the Services.
- F. To maintain the confidentiality of Authority Data, Company must only share information with approved Personnel and must not input SSI into AI systems. Company should not input Authority Intellectual Property into non-approved generative AI applications or

enter PII for Authority employees, customers, or other third-parties into any non-approved AI application. Company should contact the Vice President of Information Technology Services if it is unsure whether it should input certain information.

- G. Company must implement robust security measures to protect the Authority's Data from unauthorized access, use or disclosure. This includes but is not limited to encryption of data in both transit and at rest; access controls limiting data access to authorized personnel only; and regular security audits and assessments.
- H. To maintain transparency and protect the Authority from claims against copyright infringement and/or theft of intellectual property, all AI generated content must be cited and reviewed when used for Authority purposes. Company should also maintain a record of AI use that can be shared with authorized Authority personnel upon request. The Company will provide the Authority with regular reports detailing any use of AI involving Authority Data including any incidents of unauthorized access or breaches. Company must be able to demonstrate that AI has controlled bias and third-party infringement mitigation in place.
- I. Company should not use AI applications to create text, audio, or visual content for purposes of committing fraud or to misrepresent an individual's identity.
- J. Company is fully liable for any damages arising out of use of AI and Authority Data.
- K. Upon termination of this Contract, Company agrees to return all Authority Data to the Authority and securely destroy any copies in its possession, including those stored in any AI or other databases.
- L. Company shall ensure that all uses of AI adhere to recognized ethical standards guidance, such as the IEEE Global Initiative on Ethics of Autonomous and Intelligent Systems. Company will promote fairness, transparency, and accountability while avoiding bias and discrimination in AI applications.

17.2 Representations and Conduct

A. Representations

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

- 1. Company possesses the necessary qualifications, resources, and competence to fulfill the requirements included in this Contract; and
- 2. Any subcontractors engaged by Company will also meet these qualifications and be approved by Authority prior to carrying out work.

B. Conduct

- 1. Company shall supply all the resources and perform its obligations in a diligent, professional, and efficient manner.
- 2. Ensure that all Deliverables meet quality standards and comply with the Implementation Schedule.

3. Adhere to all security practices as directed by the Authority.
4. If required, Company may have certain limited access to Authority IT Infrastructure but only if Company obtains the prior written permission of Authority and complies with any restrictions or prohibitions or any other terms and conditions which are set out by Authority.

17.3 Subcontracting

- A. Company shall obtain the written consent of Authority prior to subcontracting any portion of the Deliverables. Any consent to a subcontract that is obtained shall not relieve Company from its obligations under this Contract or be construed as authorizing the establishment of any liability whatsoever on the part of Authority to a subcontractor. Company shall be wholly responsible to ensure that any permitted subcontractor provides any part of the Deliverables in accordance with the obligations of the Company set out in this Contract.

In any subcontract, Company shall, unless Authority otherwise consents in writing, ensure that the subcontractor is bound by terms and conditions compatible with, and not less favorable to Authority, the terms and conditions of this Contract.

17.4 Deliverables

Company shall be fully responsible for all Deliverables in accordance with this Contract or as otherwise required, including, without limitation:

1. assistance in implementation planning and preparation for installation;
2. supply, delivery, installation and testing of the Solution or hardware;
3. testing and quality assurance of all aspects of the Solution and all Improvements, and otherwise ensuring the Deliverables are ready for use by Authority in accordance with the Functional Specifications;
4. supply and delivery of sufficient and accurate technical and user Documentation (including Updates), training courses, and associated training devices as required hereunder, including, without limitation, the Documentation and training described or referred to in Exhibit F, System Documentation and System Diagram and Exhibit G, Training;
5. assuming any and all standard manufacturer's warranties accrue to the benefit of the Authority. The manufacturer's warranties referenced herein shall be in addition to any contractual remedies set forth in this Contract, and in addition to any and all other statutory remedies or warranties imposed on the Company for the benefit of the Authority; and
6. Providing necessary warranty, maintenance and support Services (including Improvements) as required hereunder.

17.5 Data Jurisdiction

The Company shall identify all data centers where data or data backup will reside. All data centers will be guaranteed to reside within the United States. The Company shall provide an updated Wide Area Network (WAN) diagram, where applicable, whenever changes occur during the Contract Term.

17.6 Installation And Documentation

- A. Company shall assist Authority in preparing for the installation of the Software or Upgrades. Such assistance shall include, without limitation, providing Authority with implementation planning, appropriate checklists and ongoing support and assistance as and when required prior to the installation date as provided in the Implementation Schedule.
- B. If required by Authority, Company shall be responsible for conducting pre-installation inspections of one or more installation sites immediately prior to the installation of the Software or Upgrades to ensure, to the extent reasonably possible, such sites conform to required specifications for installation.
- C. Company shall install all of the components of the Software in accordance with the Implementation Schedule, and shall deliver to Authority copies of all Documentation, including operating manuals, training aids, user guides and system administration documentation as well as technical reference materials describing the operation of all such components in sufficient detail to enable Authority's employees to operate, use, maintain, repair, modify, enhance, support and test the same without assistance from Company. Such Documentation shall include, without limitation, the Documentation described in Exhibit F, System Documentation and System Diagram.
- D. Authority shall have the right to reproduce all Documentation supplied by the Company under this Contract, including but not restricted to the Software and the Documentation referred to in Exhibit F, System Documentation and System Diagram, provided that such reproductions shall be solely for use by Authority or any other member of the Authority and its representatives, that such reproductions shall be subject to the same restrictions on use and disclosure as are contained in this Agreement with respect to the original Documentation, and that any copyright notices or markings contained on such Documentation shall not be removed from any reproduced copies.

17.7 Training

Company shall be responsible for providing sufficient training and associated training materials as may be required by Authority to adequately train Authority's personnel to operate, use, maintain, repair, modify, enhance, support and test the System and each of the components, including, without limitation, user training and System administration and maintenance training. Additionally, Company shall develop and implement a comprehensive training plan detailed in Exhibit G, Training, that outlines the specific training methodologies, schedules, and materials to

be used.

17.8 Inspection Of Deliverables

- A. Upon the Deliverables being installed by the Company, Authority and Company shall subject the Deliverables to diagnostic testing to verify that they meet the Functional Specifications.
- B. If the testing confirms that the Deliverables meet the Functional Specifications, Authority shall notify Company in writing that the Deliverables have been successfully installed. If the Deliverables do not meet the Functional Specifications, Authority shall notify Company of such failure, specifying the problems encountered. Upon Authority's notice, Company shall immediately conduct a retest. If upon retesting the Deliverables still fail to meet the Functional Specifications Company shall, within ten (10) business days (or such longer period as is reasonable given the nature of the deficiency), correct all problems and shall notify Authority of completion of the corrections, following which the test procedure set out in this Section shall be performed again. The Authority has the option of terminating this Contract and requiring Company to promptly refund all amounts paid by Authority under this Contract if the Deliverables fail to meet the Functional Specifications.
- C. Company's Services in correcting problems, if any, specific to the installation test criteria shall be provided free of charge to Authority.

17.9 Scope Of License

- A. The license granted to Authority hereunder includes the right to permit any member or members of Authority to use and access the Deliverables at no additional cost, provided that only the licensed number of copies of the Software be used at any one time. For greater certainty, the Software may be used on any computer systems of Authority in this regard and may be used to perform processing for any or all Authority members.
- B. Except as specifically set out in this Contract, Company shall be responsible for all communications and dealings with third-party vendors of computer programs or systems which make up part of the Software. Company represents and warrants, and it is a condition of this Contract, that Company shall have the right to grant, on behalf of itself and such third-party vendors, the rights granted to the Authority under this Contract.
- C. Company shall ensure that all third-party vendors comply with the terms and conditions of this Contract, and that any Software provided by such vendors is free from defects in materials and workmanship, and that it does not infringe upon any intellectual property rights of any third-party. In the event of any failure to comply with these obligations, Company shall take all necessary steps to rectify the situation, including but not limited to, providing Updates, patches, or replacements at no additional cost to Authority.

17.10 Trademarks And Proprietary Notices

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

17.11 Temporary Transfer of Software

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

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

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

17.12 Improvements

- A. From time to time, whenever available, Company shall provide Improvements to Authority, which Improvements shall be included in and form part of the Software and Documentation and be subject to the same terms, conditions and restrictions as the original Software and Documentation provided to Authority by Company.
- B. Company shall notify Authority of any Improvements developed or acquired by Company, its agents, licensees or contractors.
- C. Where Company produces or acquires Improvements for any part of the Deliverables, Authority shall have the right to obtain such Improvements together with supporting Documentation and appropriate Updates to existing Documentation, at no additional cost during the warranty period and for so long thereafter as Authority continues to pay the annual maintenance support charge. In any event, Improvements will be provided by Company at no charge where such Improvements are required because of an actual or threatened infringement or violation of copyright or such similar cause.
- D. Company shall distribute Improvements on a continual basis and shall provide information concerning new Releases or Upgraded versions on a timely basis. In all cases, Documentation revisions and additions shall be delivered on a timely basis to reflect the

current version(s) of the computer Software programs in question.

- E. Authority reserves the right to install or not install any of the Improvements provided or made available by Company hereunder.
- F. Where Improvements constitute new versions or Releases of the computer Software programs provided to Authority by Company hereunder, Authority shall be entitled to refrain from installing such new version or Release, on a temporary or permanent basis, without in any way affecting the warranty or maintenance and support services hereunder. Where any new versions or Releases are installed by Authority, Authority shall be entitled where necessary or appropriate to run the current and new versions or Releases concurrently until the new version or Release has been installed and tested to Authority's satisfaction, but in any event for not more than ninety (90) Days.
- G. In the event of an Error, defect, deficiency, failure, problem or non-conformance in the Deliverables, Company, at the request of Authority, shall as soon as possible repair, replace or otherwise make good at its own option and expense the Error, defect, deficiency, failure, problem or non-conformance. If Authority reports an Error, defect, deficiency, failure, problem or non-conformance to Company, Authority shall give Company reasonable access to the System and hardware on which the System resides and shall provide such information as the Company may reasonably request, including sample output and other diagnostic information, in order to permit Company to expeditiously correct the Error, defect, deficiency, failure, problem or non-conformance. All corrections shall become part of the Deliverables and shall be subject to the terms and conditions set out in this Contract with respect to the Deliverables provided by Company. For the purposes of this Contract, an Error, defect, deficiency, failure, problem or non-conformance is corrected only when the Deliverables are brought into conformity with the Functional Specifications, which Functional Specifications shall include, as appropriate, the most current product Documentation available at the applicable time.
- H. Notwithstanding anything else herein contained, in the event an Error, defect, deficiency, failure, problem or non-conformance in the Deliverables, not caused directly by Unapproved Improvements, results in the Deliverables being functionally inoperable within a period of one (1) year following installation, and Company is unable to remedy such Error, defect, deficiency, failure, problem or non-conformance to Authority's satisfaction within thirty (30) Days of being notified of the same, Authority shall, at its option, receive a credit against the Annual Maintenance Fee, prorated for the period during which the affected Deliverables remain functionally inoperable.

17.13 Warranties

A. Developed Software:

- 1. The Authority shall retain all IP rights for any Software development and Enhancement initiated by Authority during the Term of this Contract, remains free to exploit the same IP rights, and can allow other licensees to also exploit the same IP. Company grants Authority non-exclusive, non-transferable license to use the

Software. The Software can only be used by Authority employees, partners and customers, and is not assignable or licensable by Authority. Partners includes any other party not defined, with prior approval from Company. The Software granted hereunder includes all support, Updates, Upgrades, future Releases or added functionality of the Software developed or enhanced by Company for the duration of Authority's use of the Software. Authority reserves the right to leverage further Enhancements, regardless of licensee, within the IP, at no additional cost to Authority.

2. Company represents and warrants that all developed Software will be free from material Errors in operation and performance, will comply with the applicable Documentation and specifications in all material respects, for twelve (12) months after the installation, testing and acceptance of such developed Software by Authority. Any repairs made to developed Software pursuant to this Section will receive a new twelve (12) month warranty period in accordance with the terms of this Section.
 3. Company shall retain all IP rights of the Software. If at any time Company ceases to do business or otherwise ceases to make the Software available, Company shall assign these rights, or any other rights reasonable and necessary for the Authority continued use without interruption. Thirty (30) Days prior to such event, Company shall provide the most current version of the Software source code and Documentation in Production to Authority.
- B. Accessibility and Security Requirements: The Software shall be accessible across segmented networks via standard web browsers utilizing HTTPS/SSL for secure communication. Additionally, the Software will support Okta Single Sign-On (SSO) to facilitate seamless user authentication and access management. The Company warrants that all necessary configurations and integrations will be implemented to ensure compliance with these accessibility and security requirements.
- C. Open Source Materials (OSM): Company represents and warrants that all OSM included in Deliverables or Software are obtained from a trusted distributor. Unless otherwise specified in this Contract, Company must maintain OSM support, including required patching and security Updates, which will be provided promptly after release. Company must not use any materials that allow users to modify or incorporate source code into larger programs on the condition that the Software containing the source code is publicly distributed without restrictions, commonly known as "Copyleft."
- D. Resale of Equipment and Software: If Company resells to Authority any equipment or Software that Company purchased from a third-party, Company, to the extent it is legally able to do so, must pass through any such third-party warranties to Authority and reasonably cooperate in enforcing them. Such warranty pass-through will not relieve Company from its warranty obligations set forth in this Contract.
- E. Export Laws: Company will comply with all laws governing the export of intellectual property.

17.14 Intellectual Property

- A. Authority IP: Authority retains all right, title and interest in and to all Authority IP. Company will not be permitted to use any of the Authority's IP for the benefit of any entities other than the Authority. Upon expiration or termination of this Contract, Company must cease all use of Authority IP and must return all Authority IP to the Authority.
- B. Residual Knowledge: Nothing contained in this Contract will restrict either Party from the use of any ideas, concepts, know-how, or techniques relating to the Services which either Party, individually or jointly, develops or discloses under this Contract, provided that in doing so (a) the Party does not breach its respective obligations relating to confidentiality and non-disclosure, and (b) such use does not infringe the IP rights of others or third-parties who have licensed or provided materials to others. Except for the license rights contained under this Section, neither this Contract nor any disclosure made hereunder grants any license to either Party of the IP rights of the other Party.
- C. Software Licenses: This Contract contains all terms and conditions relating to all licenses in Company- provided Software and Company IP. Except as explicitly set forth elsewhere in this Contract, all licenses that Company grants in Company-provided Software include: (a) the right of use by third-party contractors for the benefit of Authority, (b) the right to make backup copies, and (c) the right to reasonably approve the procedures by which Company may audit the use of license entitlements.

17.15 Data Security

- A. Authority Data:
 - 1. Company will not attempt to access, and will not allow its Personnel access to, Authority Data or third-party data that is not required for the performance of the Services under this Contract by such Personnel.
 - 2. Company must notify the Authority in advance of engaging any subcontractors that will have access to Authority Data and provide details about subcontractor's data security practices.
 - 3. Company represents and warrants that Company has not and will not prevent, or reasonably fail to allow, for any reason including without limitation late payment or otherwise, the Authority's access to and retrieval of Authority Data.
 - 4. Company is obligated to maintain the confidentiality, availability, and integrity of all Authority Data in connection with the performance of the Services. Company must implement strict access controls to ensure that only authorized Personnel have access to Authority Data, including requirements for user authentication, role-based access control, and regular access reviews.
 - 5. Without limiting Company's other obligations under this Contract, Company must implement or use network management and maintenance applications and tools,

appropriate fraud prevention and detection and encryption technologies to protect all Authority Data; provided that Company must, at a minimum, encrypt all PII in-transit, in use, and at-rest.

6. Company 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 Company in writing.
 7. Company must encrypt all Authority Confidential Information. Company must encrypt the aforementioned in motion, at rest, and in use in a manner that, at a minimum, adheres to Authority's security policies, procedures, and other requirements. Company must not deviate from this encryption requirement without advance written Authority approval.
 8. Company 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.
 9. Company understands and acknowledges that, to the extent that performance of its obligations under this Contract involves or necessitates the processing of PII, Company will act only on instructions and directions from Authority.
 10. If Authority is required to provide or rectify information regarding an individual's PII, Company will reasonably cooperate with Authority to the full extent necessary to comply with data protection laws. If a request by a data subject is made directly to Company, Company will notify Authority of such request as soon as reasonably practicable.
 11. Company must implement procedures to minimize the collection of PII.
- B. No Malware/Surreptitious Code: Company represents and warrants that it has not and will not introduce or cause to be introduced Malware or any code surreptitiously that isn't required for the primary purpose of the Services in any Authority Information Technology environment at any time. If Company discovers that Malware or surreptitious code has been introduced into Software, Company must, at no additional charge to Authority, (a) immediately undertake to remove such Malware, (b) notify Authority in writing within one (1) business day, and (c) use reasonable efforts to correct and repair any damage to Authority Data or Software and otherwise assist the Authority in mitigating such damage and restoring any affected Services, Software or equipment.
- C. Data Protection Laws: Company will comply with all applicable data protection laws, including those that would apply if Company, rather than the Authority, were the owner or data controller of any Authority Data in its possession or under its control in connection with the Services. Company will notify the Authority in writing within 24 hours of any actual or suspected non-compliance with applicable data protection laws or any security incidents involving Authority Data.
- D. Security Vulnerability Management: Company will maintain a vulnerability management

program to identify and remediate security vulnerabilities within computing systems. This includes regular testing and a record of Solution remediation. Toolsets used to identify vulnerabilities are maintained with up-to-date vulnerability signatures. Results of vulnerability testing are utilized to craft an annual penetration test of Solutions and networks perceived as high risk, high value, or demonstrating a need for further scrutiny. All newly deployed Solutions or Solutions that have experienced a high level of change will be scanned for vulnerabilities prior to production. Highly orchestrated environments with appropriate change control may be exempt from pre-deployment scanning. Company shall conduct annual penetration testing of all Solutions and networks identified as high risk, high value, or requiring additional scrutiny. Such tests will be performed by qualified third-party experts, and the findings shall be reported to the Authority upon request.

- E. Notice to Authority: Company will adhere to and comply with all security measures and procedures established by the Authority and any applicable regulatory entities including, but not limited to, the TSA, and any terms of service agreed to by the Authority regarding data security. In the event Company or Company's subcontractor (if any) discovers or is notified of a Data Breach or potential Data Breach of security relating to Authority Data or third-party data, Company will promptly, (a) Notify Authority of such breach or potential Data Breach no later than twenty-four (24) hours following discovery; and (b) If the applicable Authority Data or third-party data was in the possession of Company at the time of such Data Breach or potential breach, Company will investigate and cure the Data Breach or potential breach. Such notice must summarize in reasonable detail the nature of Authority Data that may have been exposed, and, if applicable, any persons whose PII may have been affected or exposed by such Data Breach. Company must not make any public announcements relating to such Data Breach without Authority's Vice President of Communications, Marketing, and Strategy prior written approval.
- F. Data Breach Responsibilities:
1. Upon discovery of an actual or reasonably suspected loss, or unauthorized use, access, or disclosure of Authority Data, Company agrees to cooperate fully with the Authority in any investigation or response efforts related to the Data Breach, including providing access to relevant documentation, records, and resources as needed, to include:
 - a. investigating and resolving any data privacy or security issues;
 - b. upon request, providing Authority with an AAR including Root Cause Analysis of the Data Breach;
 - c. notifying any affected persons (solely at Authority's direction) and governmental regulators, as applicable;
 - d. recovering affected data or information, to the extent possible;
 - e. upon request, providing Authority with a corrective action plan acceptable to Authority; and
 - f. providing notice to impacted parties.

2. Authority has the sole right to determine (a) whether notice of the Data Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others as required by law or regulation, or otherwise in Authority's discretion; and (b) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.
- G. Incident Response Costs: In the event of a Data Breach attributable to an act or omission of Company, as part of such remediation, Company must pay all costs and expenses of Authority's compliance with any Authority notification obligations, as well as the costs of credit monitoring services for affected individuals.
- H. Global Positioning System (GPS): Company will list any dependency on GPS technology or GPS technology incorporated in Company's product or Services.

17.16 Exit Assistance

- A. Removal of Company Materials: Company is responsible, at its own expense, for de-installation and removal from Authority facilities any equipment owned or leased by Company that is not being transferred to Authority under this Contract, subject to the Authority's procedures and in a manner that minimizes adverse impacts to Authority.
- B. Transition Assistance: In the event of any expiration or termination of this Contract or award and transition to a new contract, Company will cooperate fully with Authority to ensure an effective and efficient transition of Services. Company acknowledges its responsibility to continuously perform the Services and maintain the same level of Services during the Transition Period. The terms of this Contract shall govern Company's and Authority's rights and obligations during such Transition Period. Company and Authority will negotiate in good faith to establish the relative roles and responsibilities of Company and Authority in effecting such transition, as well as the appropriate date for completion of the transition. Company shall be entitled to receive compensation for any continued or additional consultation, Services, Software, or support required for transition. Transition services will be mutually agreed upon via an executed Work Order.

17.17 Incident Category Priority Response and Resolution Targets

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

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Category	Description
High	The damage caused by the Incident increases rapidly. Loss of critical System functionality. Work that cannot be completed by staff is highly time sensitive. A minor Incident can be prevented from becoming a Major Incident by acting immediately. Customers are not able to be processed. A large number of customers are affected and/or acutely disadvantaged in some way. The financial impact of the Incident is likely to exceed \$10,000. The damage to the reputation of the Authority is likely to be high.
Medium	The damage caused by the Incident increases considerably over time. Loss of important System functionality. A moderate number of staff are affected and/or not able to do their job properly. A moderate number of customers are affected and/or inconvenienced in some way. The financial impact of the Incident is likely to exceed \$1,000 but will not be more than \$10,000. The damage to the reputation of the Authority is likely to be moderate.
Low	A minimal number of staff are affected and/or able to deliver an acceptable service, but this requires extra effort. Loss of non-essential System functionality. Non-essential inaccuracy within System. A minimal number of customers are affected and/or inconvenienced but not in a significant way. The financial impact of the Incident is likely to be less than \$1,000. The damage to the reputation of the Authority is likely to be minimal.

B. Restoration of Service Time:

1. When Authority reports an Incident to Company, Company will assign one of the below Priority Levels as determined by Authority to the Incident.
2. Authority shall provide Company with data dumps, as requested, and with sufficient

support and test time on Authority System to duplicate the Incident, certify that the Incident is within the System, and certify that the Incident has been corrected.

3. Restoration of Service time based on Priority Level for the Incident as set by Authority is outlined in the following Incident and Prioritization Matrix and Response and Resolution Matrix:

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

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

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

4. For critical incidents, Authority shall submit a service request ticket to Company's service desk. Authority shall also utilize escalation call-in procedures for directly contacting the local technical supervisor and Area Operations Manager. Company is

responsible for providing the call-in telephone numbers to Authority and updating as applicable.

5. For critical and high incidents, Company shall provide hourly updates until resolution of the incident is completed.

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

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

Company shall be responsible for reimbursing the Authority for any Incidents causing revenue loss that can be attributed to Company error.

D. AAR: Company will provide a draft AAR within forty-eight (48) hours of any P1-Major Incident in accordance with this Contract. Company will complete Exhibit E, After Action Review for all reported P1-Major Incidents and present it in the next scheduled status meeting or forward to the Vice President of Information Technology Services or designee if no such meeting is scheduled.

E. Root Cause:

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

17.18 System And Organization Control 2

Authority is committed to ensuring the security, privacy, confidentiality, processing integrity, and availability of systems and data supporting the Authority. At contract inception and at least annually thereafter, Company must provide a System and Organization Control 2 Type 2 (SOC 2 Type 2) report, or equivalent as determined by the Authority, prepared by a qualified, licensed,

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and independent CPA firm or agency accredited by the American Institute of Certified Public Accountants (AICPA). If the Company SOC 2 Type 2 report covers less than twelve (12) months, Company will provide a bridge letter to the Authority stating whether processes or controls have changed since the end of the SOC 2 Type 2 coverage period. There may be no limitation on the scope of the engagement that would preclude the auditor from expressing an unqualified opinion on compliance with the applicable Trust Services Criteria.

All third-parties (including but not limited to affiliates, subcontractors, suppliers, and sub-consultants) meeting any aspect of the criteria below must provide a SOC 2 Type 2 report, or equivalent as determined by Authority, before storing, processing, or handling Authority systems and/or data. SOC2 reports and bridging letters should be emailed to SOC2@TampaAirport.com.

In-scope third parties include:

- Third-parties offering Authority a hosted Solution of any kind, whether contained within a private or public cloud infrastructure.
- Third-parties who will receive Authority Data via manual or automated data feeds.
- Third-parties processing any transactions on behalf of Authority including, but not limited to, credit card transactions, billing transactions, or payroll transactions.
- Third-parties who store Authority Data. This does not include email communication exchanged in the course of standard business. Data storage applies to any of the items above, and any time the third-party maintains the data for any extended period.

Note that information contained in the SOC 2 report may be confidential and such confidential information will not be disclosed to the public under Section 119.0725, Florida Statutes. It is unlikely that the entire SOC 2 report is confidential. It is incumbent upon the Company to identify any confidential information it reasonably believes is contained in the SOC 2 report. The Authority will endeavor to not disclose any such designated information, unless in the Authority's sole judgment, Company did not reasonably designate the confidential information or unless required by law or court order.

17.19 Access To Authority Data

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

17.20 Future Functionality

- A. From time to time Company may provide improvements to the Solution. Company shall notify the Authority of any improvements developed or acquired by Company.

- B. Improvements include Updates, Upgrades, variations, alterations, Error Corrections, functional changes or other changes to the software and technology, for the purposes of, without limitation:
 - 1. Improving software efficiency and functionality;
 - 2. Improving operational integrity and efficiency
 - 3. Supporting legislated, regulatory, security or other lawful requirements;
 - 4. Correcting errors; and
 - 5. Implement additional licensed software.
- C. Where Company produces or acquires improvements for any part of the Software and technology, Authority shall have the right to obtain such improvements together with supporting documentation at no additional cost for so long thereafter as Authority continues to pay the annual license fee.
- D. Company shall follow an industry-standard release management lifecycle framework, such as IT Infrastructure Library (ITIL) Release Management or Control Objectives for Information and Related Technologies (COBIT) framework including appropriate planning, building, testing, preparing, and deploying. Release notes detailing Enhancements, Updates, Upgrades, Improvements, bug fixes, and other changes are to be sent to Authority (5) business days ahead of deployments.
- E. Authority reserves the right to install or not install any of the improvements provided or made available by Company, without in any way affecting the warranty or support obligations of Company under this Contract.
- F. Where improvements constitute new versions or Upgrades of the Software and technology, Authority shall be entitled to refrain from installing such new version or Upgrade on a temporary or permanent basis, without in any way affecting the warranty or support services under this Contract. Where any new versions or Upgrade are installed by Authority, Authority shall be entitled, where necessary or appropriate, to run the current and new versions or Upgrades concurrently until the new version or Upgrade has been installed and tested to Authority's satisfaction, but in any event for not more than ninety (90) Days following installation of the Upgrade.

17.21 VPN Access

- A. Background Check Requirement: The Company agrees to conduct background checks, as set out below, on all Personnel, employees, contractors, and subcontractors who will have access to Authority IT infrastructure, whether directly or remotely. These background checks must be completed prior to granting such access and must be updated annually thereafter.
- B. Scope of Background Checks:

The background checks must include, at a minimum:

- Verification of identity; and
 - Criminal history checks using the guidelines required in 49 CFR 1542, Airport Security; and
 - Employment history verification; and
 - Education and qualification verification.
- C. Certification of Compliance: The Company shall provide the Authority written certification on an annual basis, signed by an officer duly authorized to sign on behalf of the Company, verifying compliance with the background check requirements outlined in this Contract. The certification must confirm that all Personnel with access to the Authority's IT Infrastructure have passed the background checks and do not have any disqualifying offenses, as stated in 49 CFR 1542.
- D. Right to Audit: The Authority reserves the right to audit the Company's background check processes and records to ensure compliance with this Contract. Such audits may be conducted upon reasonable notice and during Authority business hours.
- E. Immediate Termination: The Authority reserves the right to immediately terminate access to Authority IT Infrastructure for any Company Personnel who are found to have disqualifying offenses, as stated in 49 CFR 1542, or if the Company fails to comply with these background check requirements.

18. DISPUTE RESOLUTION

18.1 Claims and Disputes

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

- D. When the work on which the claim is based has been completed, Company will, within ten (10) Days, submit Company's written claim to Authority. Such claim by Company, and the fact that Authority has kept strict account of the actual cost and/or time associated with the claim, will not in any way be construed as proving or substantiating the validity of the claim.
- E. Pending final resolution of a claim, unless otherwise agreed in writing, Company will proceed diligently with performance of this Contract and maintain effective progress to complete the work within the time(s) set forth in this Contract.
- F. The making of final payment for this Contract may constitute a waiver of all claims by Authority except those arising from:
 - 1. Claims, security interests or encumbrances arising out of this Contract and unsettled;
 - 2. Failure of the work to comply with the requirements of this Contract;
 - 3. Terms of special warranties required by this Contract; and
 - 4. Latent defects.

18.2 Resolution of Claims and Disputes

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

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

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

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

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

Company will proceed as instructed.

B. Prior to the initiation of any litigation to resolve disputes between the Parties, the Parties will make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. Following negotiations, as a condition precedent to litigation, the Parties will mediate any dispute with a mediator selected by Authority. Such mediation shall occur in Hillsborough County, Florida.

C. Any action initiated by either party associated with a claim or dispute will be brought in accordance with the Applicable Law and Venue Article below.

19. WAIVER OF CLAIMS

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

20. CONFIDENTIALITY

Each Party will keep the other Party's Confidential Information confidential, will use it only as necessary to perform this Contract, and will not disclose it to any third party without the other Party's prior written consent. This obligation does not apply to information that is already public, already known, lawfully received from a third party, independently developed, or that is required to be disclosed by applicable law (including but not limited to Chapter 119, Florida Statutes) or court order.

21. LAWS, REGULATIONS, ORDINANCES, AND RULES

Company, its officers, employees, agents, subcontractors, or those under its control, will at all times comply with applicable Federal, State, and local laws and regulations, Authority Rules and Regulations, Policies, Standard Procedures, and Operating Directives as are now or may hereinafter be prescribed by Authority, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the Federal, State, or local government, or Authority including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of Airport. Company, its officers, employees, agents, subcontractors, and those under its control, will comply with safety,

operational, or security measures required of Company or Authority by the Federal Government including but not limited to, FAA or TSA. If Company, its officers, employees, agents, subcontractors or those under its control will fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against Authority, then, in addition to any other remedies available to Authority, Company will be responsible and will reimburse Authority the full amount of any such monetary penalty or other damages. This amount must be paid by Company within 15 Days from the date of written notice from Authority.

22. COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW

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

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

- A. Keep and maintain public records required by the Authority in order to perform the Services contemplated by this Contract.
- B. Upon request from the Authority custodian of public records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by applicable laws.
- 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 laws for the duration of the Term of this Contract and following completion of the Term of this Contract.
- D. Upon completion of the Term of this Contract, keep and maintain public records required by the Authority to perform the Services. The Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority custodian of records, in a format that is compatible with the information technology systems of the Authority.
- E. Upon receipt of a public records request for records relating to Company, Authority will email a copy of such request to Company at legal@momentfactory.com. If Company does not object in writing within five (5) business days, Company will have waived any objection and Authority may release the requested records as public records.

without liability. If Company objects, but Authority determines nonetheless that it must disclose such records in accordance with Florida Public Records laws, Authority will provide Company with written notice five (5) business days prior to the proposed disclosure.

- F. In the event of any litigation brought by Company to enjoin the release of any records relating to Company, Authority agrees that it will allow the court to decide whether release is proper based upon the showings presented by Company and the requester. In addition to any indemnification obligations set forth elsewhere in this Agreement, Company shall intervene in any suit brought by a third party and indemnify Authority from and against any and all claims, actions, suits, demands, damages, obligations, liabilities, losses, judgements, costs and expenses including but not limited to attorneys' fees and expenses, court costs and all other costs incurred in litigation, settlement negotiation, trial, appeal or otherwise, arising out of or related to an action against Authority related to the release or non-release of Company records pursuant to a public records request. Should Authority choose to engage its own counsel to represent it in such a suit, Authority will be responsible for any attorneys' fees, costs and expenses incurred by such counsel in the suit.

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

23. CONTRACT MADE IN FLORIDA

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

24. NOTICES AND COMMUNICATIONS

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

TO AUTHORITY:
(MAIL DELIVERY)

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

OR (HAND DELIVERY)
HILLSBOROUGH COUNTY AVIATION
AUTHORITY

5411 SKYCENTER DRIVE
SUITE 500
TAMPA, FLORIDA 33607-1470
ATTN: CHIEF EXECUTIVE OFFICER

TO COMPANY:

(MAIL DELIVERY)
Les Studios Moment Factory Inc.
6250 Parc Avenue
Montreal, Quebec, H2V 4H8
Canada
ATTN: Olivier Grant

OR (HAND DELIVERY)
Les Studios Moment Factory Inc.
6250 Parc Avenue
Montreal, Quebec, H2V 4H8
Canada
ATTN: Olivier Grant

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

If notice is sent through a mail system, a verifiable tracking documentation such as a certified return receipt or overnight mail tracking receipt is required. Company will notify Authority in writing within 10 Days following any change in Company's name, Company's address and/or Company's representative, indicated above.

25. SUBORDINATION OF CONTRACT

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

26. SUBORDINATION TO TRUST AGREEMENT

This Contract and all rights of Company hereunder are expressly subject and subordinate to the terms, covenants, conditions and provisions of any Trust Agreements or other debt instruments executed by Authority to secure bonds issued by, or other obligations of, Authority. The

obligations of Company hereunder may be pledged, transferred, hypothecated, or assigned at any time by Authority to secure such obligations. Conflicts between the terms of this Contract and the provisions, covenants and requirements of the debt instruments mentioned above will be resolved in favor of the provisions, covenants and requirements of such debt instruments.

27. ASSIGNMENT AND SUBCONTRACTING

A. Assignment, Sublease, or License

Company may not assign, sublease, or license any part of this Contract without the prior written consent of Authority. Any attempt to do so without such consent will be null and void. Authority may grant or withhold consent at its sole discretion.

If Authority approves an assignment, sublease, or license, Company remains fully responsible for ensuring that the assignee, sublessee, or licensee complies with all terms and conditions of this Contract. Such approval will not limit or diminish Authority's rights to enforce any provision of this Contract.

Before any approved assignment, sublease, or license becomes effective, the assignee, sublessee, or licensee must agree in writing to be bound by this Contract for the remainder of its term. When seeking consent, Company shall provide Authority with a fully executed copy of the proposed agreement.

B. Subcontracting

Company must obtain the prior written consent of Authority before subcontracting any portion of the Deliverables or any part of this Contract. Any subcontract entered into without such consent will be invalid. Authority may grant or withhold consent at its sole discretion.

Approval of a subcontract does not relieve Company of its obligations under this Contract or create any liability on the part of Authority to a subcontractor. Company remains wholly responsible for ensuring that any approved subcontractor performs in full compliance with this Contract.

In any approved subcontract, Company shall ensure that the subcontractor is bound by terms and conditions consistent with, and not less favorable to Authority than, those of this Contract.

28. BADGING AND SECURITY REQUIREMENTS

All of Company's Personnel who work at the Airport must apply for and be issued a proper security identification badge prior to beginning work at the Airport. Company shall be responsible for ensuring Personnel, vendor and contractor compliance with all security rules, regulations and procedures including, but not limited to, those issued by the FAA, TSA, and Authority. The rules, regulations and procedures of the FAA, TSA and Authority regarding security matters may be modified during the Term and Company shall be required to comply with all modifications.

Company shall pay all costs associated with obtaining the required security identification badge and security clearances for its Personnel, including, but not limited to, the costs of training and badging as established by Authority.

Authority will fine Company for each security identification badge that is lost, stolen, unaccounted for or not returned to Authority at the time of security identification badge expiration, employee termination, termination of this Contract, or upon written request by Authority. This fine will be due within fifteen (15) Days from the date of invoice. The fine is subject to change without notice, and Company will be responsible for paying any increase in the fine.

If any of Company's Personnel is terminated or leaves Company's employment, Authority must be notified immediately, and the security identification badge must be returned to Authority promptly.

Company's Personnel who are issued security identification badges shall only utilize such badges and access rights in connection with the operation of Company's business as outlined herein. Company's Personnel shall be informed by Company in writing of this requirement and a violation of such shall be a basis for the termination of a person's employment if that person violates such restrictions.

29. APPLICABLE LAW AND VENUE

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

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

30. SCRUTINIZED COMPANIES

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

This Contract will be terminated in accordance with Florida Statute Section 287.135 if it is found that Company submitted a false Scrutinized Company Certification as provided in Florida Statute Section 287.135(5), has been placed on the Scrutinized Companies with Activities in Sudan List, has been engaged in business operations in Cuba or Syria, or has been placed on a list created pursuant to Florida Statute Section 215.743 relating to scrutinized active business operations in

Iran.

31. ANTI-HUMAN TRAFFICKING LAWS

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

This Contract will be terminated in accordance with Florida Statute Section 787.06 if it is found that Company submitted a false Affidavit of Compliance with Anti-Human Trafficking Laws as provided in Florida Statute Section 787.06(14).

32. RELATIONSHIP OF PARTIES

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

33. RIGHT TO AMEND

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

34. TIME IS OF THE ESSENCE

Time is of the essence of this Contract.

35. WAIVERS

No waiver by Authority at any time of any of the terms, conditions, covenants, or agreements of this Contract, or noncompliance therewith, will be deemed or taken as a waiver at any time

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

36. TENANCY

The undersigned representative of Company hereby warrants and certifies to Authority that Company is an organization in good standing in its state of registration, that it is authorized to do business in the State of Florida, and that the undersigned officer is authorized and empowered to bind the organization to the terms of this Contract by his or her signature thereto.

37. AMERICANS WITH DISABILITIES ACT

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

38. E-VERIFY REQUIREMENT

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

39. FAA APPROVAL

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

40. AGENT FOR SERVICE OF PROCESS

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

41. INVALIDITY OF CLAUSES

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

42. SEVERABILITY

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

43. HEADINGS

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

44. SIGNATURES

44.1 Signature of Parties

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

44.2 Counterparts

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

45. PUBLIC ENTITY CRIME

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

46. MISCELLANEOUS

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

47. PUBLICITY

Neither Party shall issue any press release or advertisement referencing the other Party or this Contract without the prior written approval of the other Party. Notwithstanding the foregoing, Company may reference the Airside D project and display images or descriptions of the Content in Company's portfolio, website, award submissions, and other marketing or promotional materials, provided that Company does not disclose any Confidential Information. This Article

shall survive the expiration or earlier termination of this Contract.

48. CREDIT

Authority shall credit Company as creator of the Content delivered under this Contract as follows: “_____ : Moment Factory”. Where reasonably practicable, the credit shall be included in any documents, press releases, and promotional, marketing, editorial, or public communications (whether printed, digital, audiovisual, or social media) that reference, depict, or feature the Content delivered under this Contract. This Article shall survive expiration or termination of this Contract.

49. ORGANIZATION AND AUTHORITY TO ENTER INTO CONTRACT

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

50. ORDER OF PRECEDENCE

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

51. CONTRACT CHANGES

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

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

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

51.1 Claim for Payment

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

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

51.2 Right to Carry Out the Services

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

52. COMPLETE CONTRACT

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

(REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK)

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

ATTEST

**HILLSBOROUGH COUNTY AVIATION
AUTHORITY**

ATTEST:

Jane Castor, Secretary

BY:

Arthur F. Diehl III, Chairman

Address: PO Box 22287
Tampa FL

Address: PO Box 22287
Tampa FL

WITNESS:

Signature

Printed Name

Approved as to form for legal sufficiency:

BY:

David Scott Knight, Assistant General Counsel

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, in the capacity of Chairman of the Board of Directors, and _____, in the capacity of Secretary of the Board of Directors, HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

Stamp or Seal of Notary

Signature of Notary

Printed Name

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

LES STUDIOS MOMENT FACTORY INC.

Signed in the Presence of:

BY:

Signature

Witness

Title

Printed Name

Printed Name

Printed Address

Witness

City/State/Zip

Printed Name

LES STUDIOS MOMENT FACTORY INC.

STATE OF _____

COUNTY OF _____

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

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

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

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

Stamp or Seal of Notary

Signature of Notary

Printed Name

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

Exhibit A

Scope of Services

This Scope of Services details the type of Services and Deliverables that may be requested by Authority from Company. Company agrees to provide the Services and Deliverables required under this Contract and as specifically described in this Scope of Services. Authority reserves the right, in its sole discretion, to request additional Services. Additional Services will only begin upon the completion and full execution of a Work Order as shown in Exhibit B, Work Order.

Company will provide a Content Development Plan (Plan) that includes, but is not limited to, creative themes, development strategies, designs, production milestones, schedules, and integration of digital Content on the Content Distribution System (CDS). Company is expected to provide the first draft of the Plan within 60 Days after Contract award. Company will provide Plan updates every 30 Days and live demonstrations every 90 Days. The digital Content shall be completed and available for a minimum ninety 90-day burn-in period prior to the scheduled completion of Airside D in December 2028.

The digital Content created should include a minimum of 60 minutes of final production Content, not including transitions, that meet the expectations of Authority's vision and incorporate a creative and innovative perspective from the creator's experience. The digital Content created should include immersive features, such as live-action video, drone-based aerial approaches, and numerous three-dimensional (3D) and four-dimensional (4D) anamorphic content, creating the illusion of off-screen and screen-to-screen digital Content on Media Features. These features should be capable of being viewed as a single large feature or as separate features. The floor-mounted Media Features will be interactive.

Company will coordinate and collaborate with Authority, Design-Builder, and Media Features installation contractor to develop a comprehensive inventory of digital Content for the CDS that incorporates the themes developed during the Content development period. Authority will provide written approval on all digital Content created.

Authority review, comments, feedback, or participation in meetings shall not constitute Acceptance unless expressly stated in writing as Final Acceptance. Interim approvals are for coordination purposes only and do not relieve Company of its obligation to fully comply with Contract requirements.

For purposes of this Scope of Services, Deliverables include both tangible and intangible outputs of the Services. Completion of Services shall be evidenced by written documentation, files, configurations, reports, demonstrations, test results, training materials, system outputs, or other verifiable work product sufficient to demonstrate compliance with the Contract and to support Authority review and Acceptance.

Company will provide the highest standards of service prevailing in the industry. These standards will be achieved through continuous improvement, facilitated by open

communication with Authority, regular management reviews, and adherence to industry guidelines.

The Content should be created to allow for easy expansion, as Authority regularly enhances its vision with seasonal or special event themes when necessary. Company will provide continued Content creation for the CDS for the Term of the Contract through the issuance of separate Work Orders.

To achieve the objectives outlined in the Plan, Company will provide, but is not limited to, the following:

A. Creative Theme Development

1. Concept ideation and brainstorming
2. Research on current trends and audience preferences

B. Content Strategy Development

1. Audience analysis and segmentation
2. Content mapping and alignment with goals

C. Design Services

1. Visual design and branding
2. Graphic design for digital displays
3. Animation and motion graphics design

D. Production Planning

1. Milestone identification for Content production
2. Resource allocation and management

E. Content Creation

1. Scriptwriting and copywriting
2. Video production and editing
3. Photography and image sourcing

F. Permitting and Licensing

1. All necessary permits and licenses
2. Manage pre-production, production, and post-production work

G. Scheduling and Timelines

1. Develop production timelines
2. Coordinate Content rollout schedules
3. Aligning with the Airside D construction schedule
4. Attend scheduling meetings, as required

H. Ongoing Coordination

1. Facilitate and attend coordination meetings with stakeholders regarding all technical CDS requirements
2. Identify and coordinate CDS servers' integration into the overall ecosystem. Authority will be responsible for purchasing the servers, loading the initial operating and security systems, and providing servers to Company to utilize.
3. Collaboration with the Media Features LED display system provider
4. Manage Authority furnished equipment coordination

5. Coordination with third parties does not shift responsibility for integration performance
- I. **Content Transport and Migration**
 1. Transport and migrate all production Content as required by the Contract
- J. **Media Server Development**
 1. Develop Media server and Software requirements
 2. Assist Authority with the setup of the servers and ensure that Airport security Software requirements are in place and CDS software functions correctly with the Content
- K. **Integration and Calibration**
 1. Technical assessment and recommendations for integration
 2. Content formatting for compatibility
 3. Testing and quality assurance of Content delivery
 4. Final calibration in the Media Features
 5. On-site rendering, as needed
 6. Supply on-site rendering infrastructure and equipment requirements to Airport
- L. **Testing and Commissioning**
 1. Develop a comprehensive testing and commissioning plan
 2. Provide on-site commissioning to ensure functionality and quality
 3. Complete and provide a System documentation and System diagram document post installation which will be incorporated as Exhibit F, System Documentation and System Diagram.
 4. Acceptance Testing
 - a) Company shall perform Acceptance Testing for all Solutions, including Software, hardware, Systems, Services, and digital Content delivered under the Contract, prior to Final Acceptance, approval, or deployment by Authority.
 - b) Acceptance Testing shall include, at a minimum, the following components:
 - i. Functional Acceptance Testing:
Functional Acceptance Testing shall consist of the systematic evaluation of each delivered Solution against the functional requirements, specifications, and acceptance criteria established in the Contract, approved plans, Work Orders, and technical documentation. This testing shall verify that the Solution performs all required functions as intended and meets Authority's operational needs prior to final acceptance and full deployment.
 - ii. User Acceptance Testing (UAT):
UAT shall demonstrate the correct operation of the Solution as specified within the Contract, including, but not limited to:
 1. all interfaces,
 2. system security requirements,
 3. data conversion and migration components, and
 4. operational usability from Authority's perspective.

UAT shall be conducted with Authority participation and shall not be deemed complete until Authority provides written confirmation of satisfactory results.

iii. Acceptance Testing procedures and Deliverables:

The Company shall:

1. develop and submit an Acceptance Testing plan for Authority review and approval;
2. conduct testing in accordance with the approved Acceptance Testing plan;
3. document all test results, deficiencies, and corrective actions and re-perform testing as necessary until all acceptance criteria are met.

iv. Authority approval and Final Acceptance:

No Solution, System, Services, or digital Content shall be considered accepted until all required Acceptance Testing has been successfully completed and the Authority provides written approval or acceptance.

Failure to meet Acceptance Testing requirements shall constitute a failure to perform in accordance with the Contract and may result in required corrective action, withholding of payment, or other remedies available to Authority under the Contract.

M. Content Storage and Backup

1. Store Content for up to three months post-commissioning and facilitate the transfer of Content to the Authority's backup storage system, which is not connected to the CDS.
2. Provide written backup and restoration procedures for the Content in case of System failure.

N. Technical Documentation

1. Create a Technical Content Standard, detailed in Exhibit H, that documents overall resolution of Media Features production Content (audio and video), specific Content mapping details, interactive (lidar) integration details, file format(s), overall Media player resolution, Media player configuration for playout, LED processor mapping, network directory of assets, passwords for all Software, network configuration including IP address scheme for the players and other Content provided IP addresses for Services.
2. Create a System Documentation and System Diagram, detailed in Exhibit F, that documents all components of the Software, including operating manuals, training aids, user guides and system administration documentation as well as technical reference materials describing the operation of all such components in sufficient detail to enable Authority's employees to operate, use, maintain, repair, modify, enhance, support and test the same without assistance from Company.
3. Provide a logical signal flow of how the Media players connect to the processors for video, audio and network and a logical control layer hardware and Software

details. Include any other pertinent network information and configurations of equipment.

O. Software and Configuration Files

1. Company will use Windows Server 2022 or Windows Server 2025.
2. Provide any required Software and compiled/non-compiled configuration files for the Media player and interactive operations, licensed to Authority.

P. Training Development

1. Develop a training plan for Authority that aligns with the long-term strategy for Content integration.
2. Company shall develop and implement a comprehensive training plan detailed in Exhibit G, Training, that outlines the specific training methodologies, schedules, and materials to be used.
3. Provide on-site training to Authority staff.

Q. Performance Monitoring and Analytics

1. Set up metrics for success evaluation.
2. Conduct ongoing analysis of Content performance.
3. Make adjustments based on Authority feedback and analytics.

R. Maintenance and Updates

1. Provide one (1) year of maintenance and updates from the date of Final Acceptance.
2. Respond twenty-four (24) hours per day, seven (7) days per week to problems or emergencies reported by Authority via contact to Company's network operations center.
3. Adhere to the notification and resolution timeframes set forth in Section 17.17, Incident Category and Priority Response and Resolution Targets.

S. Annual Maintenance

Annual maintenance shall include, at a minimum:

- a) CDS administration and publishing support.
- b) Monitoring and troubleshooting of Content playback
- c) Minor Content modifications limited to:
 - i. Text edits
 - ii. Image or asset swaps using existing approved materials
 - iii. Scheduling or sequencing changes.
- d) Technical compatibility support to ensure Content continues to function with existing display systems.
- e) Licensing management and renewals for previously approved assets (if applicable).

T. Stakeholder Collaboration

1. Engage with stakeholders for feedback and approval.
2. Coordinate with other teams involved in the performance of the Services.



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

**Exhibit B
Work Order**

Work Order – Professional Services
Hillsborough County Aviation Authority
Digital Content Development for Airside D
Les Studios Moment Factory Inc.

1. Work Order No.:
2. Project Title:
3. Authorization for Payment
Purchase Order No.: OR ☐ Purchasing Card Number provided

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

4. Contract Amount Summary

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

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

6. Schedule and Costs

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

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

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

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

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

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

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

<Projects one month and less>

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

OR

<Projects 30 to 90 days>

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

OR

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

OR

<Projects exceeding 90 days>

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

OR

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

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

Company:

Date:

Authorized Official:

Name:

Title:

Signature: _____

Hillsborough County Aviation Authority Approval of this Work Order

Department: <Department>

Date:

Name:

Title:

Signature: _____

**cc: Central Records
Procurement Agent**



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

Exhibit C
Scrutinized Company Certification

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

As of July 1, 2018, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, created pursuant to Florida Statute Section 215.4725, or has been engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity for goods or services of \$1 million or more.

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

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

Signature

Title

Printed Name

Date

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Hillsborough County Aviation Authority
PO Box 22287
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Exhibit D
Affidavit of Compliance with Anti-Human Trafficking Laws

In accordance with Section 787.06 (14), Florida Statutes, the undersigned, on behalf of the Company listed below ("Company"), hereby attests under penalty of perjury that the Company:

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

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

Date: _____, 20____

Signed: _____

Company: _____

Name: _____

Title: _____



Exhibit E
After Action Review (AAR)

Incident Number:	Incident Number
Subject:	Short Description of Outage
Start date/time:	Actual Start time MON DATE YEAR @ 00:00 AM
End date/time:	Actual End time if known or estimate MON DATE YEAR @ 00:00 AM
Systems Impacted:	Document all the Applications, Devices, and or Services impacted
Root Cause:	Document the primary cause of the incident
Technicians Involved:	List all technicians working to resolve the incident
Manager on Duty:	List Manager on Duty
Customer Communications:	List how customers were communicated to
Resolution:	Document what was ultimately done to resolve Root Cause
Lessons Learned:	Document what was learned from the incident, How the incident could have been avoided, and what improvements could be made
What Worked Well:	Document what worked as designed
What didn't Work Well:	Document what didn't work as designed
Follow Up Items:	Document what specific items needs to be followed up on, who is following up on those items and delivery dates



Exhibit F
System Documentation and System Diagram

<Document to be provided by Company after installation>



Exhibit G Training

<Document to be provided by Company after installation>



Exhibit H
Technical Content Standard

<Document to be provided by Company after installation>