Participating Addendum
for
Cloud and Software Solutions
between
Hillsborough County Aviation Authority
and
Carahsoft Technology Corporation

This Participating Addendum is entered into by Hillsborough County Aviation Authority ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number LS4983, executed by Contractor and Utah ("Lead State") for Cloud and Software Solutions ("Master Agreement"):

Carahsoft Technology Corporation ("Contractor")
11493 Sunset Hills Road, Suite 100
Reston, VA 20190

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Beth Drake
NASPO Contracts Team Lead
NASPO@carahsoft.com
(703) 889-9734

Participating Entity's contact for this Participating Addendum is:

Matt Bauer
Vice President of Procurement
mbauer@tampaairport.com
(813) 439-9191

II. TERM. This Participating Addendum is effective as of the date of the last signature below or **September 16, 2026**, whichever is later, and will terminate upon termination of the Master Agreement on **September 30, 2031 (Term)**, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

III. PARTICIPATION AND USAGE. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.

IV. GOVERNING LAW. The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by and construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Participating Addendum will be in Hillsborough County, Florida, or in the Tampa Division of the U.S. District Court for the Middle District of Florida.

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

V. SCOPE. Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.

a. Products. All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.

b. Services. All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.

c. Contractor Partners. All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

VI. ORDERS. Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number on an Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

VII. FEDERAL FUNDING REQUIREMENTS. Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.

VIII. ATTACHMENTS. This Participating Addendum includes the following attachments:

a. Attachment A: Participating Entity Supplemental Terms
- **i.** Exhibit A: Sample Work Plan
- **ii.** Exhibit B: Foreign Country of Concern Attestation
- **iii.** Exhibit C: Scrutinized Company Certification
- **iv.** Exhibit D: Affidavit of Compliance with Anti-Human Trafficking Laws

IX. NOTICE. Any notice required herein shall be sent to the following:

For Contractor:

Beth Drake
NASPO Contracts Team Lead
NASPO@carahsoft.com
703-889-9734

For Participating Entity:

Matt Bauer
Vice President of Procurement
5411 SkyCenter Drive
Suite 400
Tampa, Florida 33607

X. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT. Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

SIGNATURE

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

CONTRACTOR:	**PARTICIPATING ENTITY:**
_____	_____
Signature	**Signature**
_____	_____
Printed Name	**Printed Name**
_____	_____
Title	**Title**
_____	_____
Date	**Date**

ATTACHMENT A

PARTICIPATING ENTITY SUPPLEMENTAL TERMS

1. INTRODUCTION

The following terms and conditions contained in these Participating Entity Supplemental Terms (Supplemental Terms) are hereby incorporated in and made a part of NASPO ValuePoint Master Agreement No. LS4983 (NASPO Contract). In the event of any conflict(s) among the terms and conditions contained in these Supplemental Terms and the NASPO Contract, these Supplemental Terms shall control.

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

2. DEFINITIONS

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

2.1 Accounts Payable
The unit within Participating Entity's Finance Department that deals with accounts payable.

2.2 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.

2.3 Airport
Tampa International Airport.

2.4 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.

2.5 Board
Participating Entity Board of Directors.

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

2.7 CEO
Participating Entity Chief Executive Officer.

2.8 CJIS
Criminal Justice Information Services.

2.9 Contractor Intellectual Property (Contractor IP)
All intellectual property that is owned or licensed by the Contractor, including any third-party intellectual property provided by the Contractor.

2.10 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.

2.11 Days
Unless otherwise stated, means calendar days.

2.12 Deliverables
Includes, without limitation, supply, delivery, installation, integration, implementation, training, warranty, maintenance services, materials, equipment, computer Software, and other Services, furnished or performed by Contractor in accordance with the terms of these Supplemental Terms.

2.13 Developed Intellectual Property (Developed IP)
Intellectual property conceived and/or developed pursuant to an agreed upon Work Order between the Contractor and Participating Entity.

2.14 Documentation
The information provided by Contractor 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 the Participating Entity's employees to operate, use, maintain, repair, support and test the same without assistance from Contractor.

2.15 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 Contractor as minor or major, depending on Contractor's assessment of their value and of the function added to the pre-existing Software.

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

2.17 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.

2.18 Exhibits
Exhibits are attached to these Supplemental Terms and are hereby incorporated and made a part of these Supplemental Terms. Based on the needs of the Participating Entity, the Exhibits may be modified from time to time by letter to Contractor without formal amendment to these Supplemental Terms.

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

2.20 Functional Specifications
The description of the required functions and applications of the Software.

2.21 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.

2.22 Incident
An unexpected event that disrupts business operational processes or reduces the quality of Services with the Solution.

2.23 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.

2.24 IT
Participating Entity Information Technology Services Department.

2.25 Malware
Any type of Software that is designed to harm, impact, or access the Software or any other the Participating Entity systems.

2.26 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.

2.27 Metadata
Any data that is created from Participating Entity Data which results in an anonymized output that does not identify Participating Entity or its individual data in any manner. These outputs are generated only for lawful business purposes such as product/service improvement, training, developing algorithms for machine learning, industry benchmarking, and analytics.

2.28 Participating Entity Data
All data, specifications, reports, and any other information provided by Participating Entity to Contractor or generated by Participating Entity or Contractor in the course of providing Services.

2.29 Participating Entity Intellectual Property (IP)
All intellectual property owned or licensed by Participating Entity.

2.30 Personnel
Individuals who are directly employed or contracted by Contractor to perform the Services at the Airport.

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

2.32 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 use of the Solution or Software in a test or development environment.

2.33 Qualified Security Assessor (QSA)
An individual or security company that has been trained and certified by the PCI Security Standards Council (PCI SSC) to perform Payment Card Industry Data Security Standard (PCI DSS) assessments. QSAs play a crucial role in verifying that organizations are compliant with the PCI DSS.

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

2.35 Root Cause
A fundamental reason or factor that causes an Error.

2.36 Sensitive Security Information (SSI)
Information that, if publicly released, would be detrimental to the security of the Airport or business operations of the Participating Entity 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.

2.37 Services
The work, duties and obligations to be carried out and performed safely by Contractor under these Supplemental Terms and the NASPO Contract. As used in these Supplemental Terms, Services shall include any component task, subtask, service, or function inherent, necessary to perform the Services except as otherwise specifically provided in these Supplemental Terms.

2.38 Software
Collectively or individually, the computer programs licensed under these Supplemental Terms, including, without limitation, the programs for each Solution.

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

2.40 Transition Period
A period of not more than three (3) months following the expiration date of these Supplemental Terms.

2.41 Trust Services Criteria
The criteria that help verify that the Solution meets security, availability, confidentiality, processing integrity, and privacy requirements, thereby supporting trust and reliability.

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

2.43 Unapproved Improvements
Changes to the Software not approved by Contractor but made by the Participating Entity or on the Participating Entity's behalf by someone other than the Contractor.

2.44 Updates
Revisions or additions to the Software provided by Contractor, 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 Contractor.

2.45 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.

2.46 Vice President of Information Technology
The Participating Entity contact person responsible for the Participating Entity Information Technology Services Department.

2.47 Work Order
The order form used by the Participating Entity and Contractor in accordance with Article 3, Scope of Services, Section 3.2, Work Order.

3. SCOPE OF SERVICES

3.1 Scope of Services

This Scope of Services details the type of Services and Deliverables that may be requested by Authority from Contractor as provided in the NASPO Contract or Work Order.

3.2 Work Order

A. Without invalidating these Supplemental Terms, the Participating Entity may, at any time, order additions, deletions or revisions to the Services authorized only by Work Order which the Contractor may accept at their discretion. Prior to the onset of any Services to be performed, Contractor and the Participating Entity 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 Contractor's Personnel that will be assigned to the task in a work order as shown in Exhibit A, Work Order. The Work Order schedule may go beyond the termination date of these Supplemental Terms if necessary to complete the Work Order tasks. Contractor 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. Contractor will only begin Services upon execution of the Work Order by Contractor and the Participating Entity. All such Services will be executed under the applicable conditions of these Supplemental Terms. 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 Participating Entity will issue a Purchase Order to Contractor to perform the specific work agreed to in the Work Order based upon the schedule and fees stated in the Work Order. The Participating Entity Vice President of Information Technology Services or designee will have the authority to execute any Work Order on behalf of the Participating Entity consistent with the terms of these Supplemental Terms. No Services will be initiated by Contractor until Contractor receives the Purchase Order which will include the final agreed upon Work Order.

D. Any Purchase Order issued during the effective period of these Supplemental Terms and not completed within that period shall be completed by the Contractor within the time specified in the Work Order. These Supplemental Terms shall govern the Contractor's and the Participating Entity's rights and obligations with respect to that Work Order to the same extent as if the Work Order were completed during the effective period of these Supplemental Terms.

E. Notwithstanding the foregoing, Participating Entity may clarify, modify, or add any Participating Addendum and/or NASPO Contract obligations of Contractor in an applicable Work Order or supplemental Work Order documentation.

4. TERM

4.1 Effective Date

These Supplemental Terms will become binding and effective upon approval and execution of the Participating Addendum by the Participating Entity and Contractor ("**Effective Date**"). These Supplemental Terms 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 Early Termination

Either Party may terminate these Supplemental Terms, without cause, by giving thirty (30) Days written notice to the other Party. However, Contractor may not cancel these Supplemental Terms, without the Participating Entity's approval, until all existing projects are completed, unless required by legal or ethical rules. The Participating Entity does not guarantee work or any amount of work to Contractor during the Term of these Supplemental Terms.

5. FEES AND PAYMENTS

5.1 Not-to-Exceed

The total amount payable under these Supplemental Terms will be subject to the amount approved by the Board. The Participating Entity will provide written notice to Contractor of the amount approved and any revised amount thereafter.

5.2 Invoices

Invoices required by these Supplemental Terms will be created and submitted by Contractor to the Participating Entity's Finance Department via email to Payables@TampaAirport.com in a form acceptable to the Participating Entity and will include at a minimum the invoice date, invoice amount, dates of Services, and purchase order number.

5.3 Payment Method

Contractor will receive electronic payments via Automated Clearing House (ACH) or Purchasing Card (PCard). The Participating Entity reserves the right to modify the electronic payment methods and processes at any time. Contractor may change its selected electronic payment method during the Term of these Supplemental Terms 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.

5.4 Payment When Services Are Terminated at the Convenience of Participating Entity

In the event of termination of these Supplemental Terms for the convenience of the Participating Entity, the Participating Entity will compensate Contractor as listed below; however, in no event shall Contractor 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 Contractor in effecting the termination of these Supplemental Terms as approved in advance in writing by the Participating Entity.

6. TAXES

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

Contractor will pay the taxes, fees, or assessments reflected in a notice Contractor receives from the Participating Entity within 30 Days after Contractor's receipt of that notice or within the time period prescribed in the tax bill. The Participating Entity will attempt to cause the taxing authority to send the applicable tax bills directly to Contractor and Contractor will remit payment directly to the taxing authority, in such instance. Contractor may reserve the right to contest such taxes, fees, or assessments and withhold payment upon written notice to the Participating Entity 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 the Participating Entity.

7. RESERVED - OWNERSHIP OF DOCUMENTS

8. QUALITY ASSURANCE

Contractor will be solely responsible for the quality of all Services furnished by Contractor, its employees and/or its Subcontractors under these Supplemental Terms. All Services furnished by Contractor, 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 the Participating Entity. Contractor's Services and deliverables must conform with all applicable Federal and State laws, regulations and ordinances. Notwithstanding the foregoing, Contractor expressly disclaims any warranties that the Services

are fit for a particular purpose intended by the Participating Entity unless those warranties are agreed upon in an applicable Work Order.

9. NON-EXCLUSIVE RIGHTS

Contractor acknowledges that Participating Entity has hired, or may hire, others to perform Services similar to or the same as those within Contractor's Services under these Supplemental Terms. Contractor further acknowledges that these Supplemental Terms is not a guarantee of the assignment of any work and that the assignment of work to others is solely within the Participating Entity's discretion.

These Supplemental Terms 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 Contractor:

A. The failure or omission by Contractor to perform its obligations under these Supplemental Terms 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 these Supplemental Terms, failure to perform any of the provisions of these Supplemental Terms or any other agreement between the Participating Entity and Contractor, and Contractor's failure to discontinue that business or those acts within ten (10) Days of receipt by Contractor of the Participating Entity written notice to cease said business or acts.
C. The divestiture of Contractor'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 Contractor's assets; or the insolvency of Contractor; or if Contractor 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 Contractor of a voluntary petition of bankruptcy or the institution of proceedings against Contractor for the adjudication of Contractor as bankrupt pursuant thereto.
E. Contractor's violation of Florida Statute Section 287.133, concerning criminal activity on contracts with public entities.

10.2 Participating Entity Remedies

In the event of any of the foregoing events of default enumerated in this Article, and following ten (10) Days' notice by the Participating Entity and Contractor's failure to cure, Participating Entity, 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 Contractor's rights under these Supplemental Terms and, in accordance with law, Contractor will remain liable for all payments or other sums due under these Supplemental Terms and for all damages suffered by the Participating Entity because of Contractor's breach of any of the covenants of these Supplemental Terms; or
B. Declare these Supplemental Terms to be terminated, ended, null and void.

No waiver by the Participating Entity at any time of any of the terms, conditions, covenants, or agreements of these Supplemental Terms, 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 Contractor. No notice by the Participating Entity will be required to restore or revive time is of the essence hereof after waiver by the Participating Entity or default in one or more instances. No option, right, power, remedy, or privilege of the Participating Entity 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 the Participating Entity by these Supplemental Terms are cumulative and that the exercise of one right, power, option, or remedy by the Participating Entity will not impair its rights to any other right, power, option, or remedy available under these Supplemental Terms or provided by law. No act or thing done by the Participating Entity or the Participating Entity agents or employees during the Term will be deemed an acceptance of the surrender of these Supplemental Terms, and no acceptance of surrender will be valid unless in writing.

10.3 Contractor's Remedies

Upon thirty (30) Days written notice to the Participating Entity, Contractor may terminate these Supplemental Terms and all its obligations hereunder, if Contractor is not in default of any term, provision, or covenant of these Supplemental Terms or in the payment of any fees or charges to the Participating Entity, and only upon or after the inability of Contractor 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 the Participating Entity, provided, however, that such inability or such order, rule or regulation is not due to any fault or negligence of Contractor.

In the event it is determined by a court of competent jurisdiction that the Participating Entity has wrongfully terminated these Supplemental Terms, such termination shall automatically be deemed a termination for convenience.

10.4 Continuing Responsibilities of Contractor

Notwithstanding the occurrence of any Event of Default, Contractor will remain liable to the Participating Entity for all payments payable hereunder and for all preceding breaches of these Supplemental Terms. Furthermore, unless the Participating Entity elects to cancel these Supplemental Terms, Contractor will remain liable for and promptly pay any and all payments accruing hereunder until termination of these Supplemental Terms.

11. INDEMNIFICATION

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

A. presence on, use or occupancy of the Participating Entity property;
B. acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
C. any breach of the terms of these Supplemental Terms;
D. performance, non-performance or purported performance of these Supplemental Terms;
E. violation of any law, regulation, rule, order, decree, ordinance, Federal Directive or Federal Circular;
F. infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
G. contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant

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

11.2 In addition to the duty to indemnify and hold harmless, Contractor will have the separate and independent duty to defend the Participating Entity, 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:

A. presence on, use or occupancy of the Participating Entity property;
B. acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
C. any breach of the terms of these Supplemental Terms;
D. performance, non-performance or purported performance of these Supplemental Terms;
E. violation of any law, regulation, rule, order, decree, ordinance, Federal Directive, Federal Circular or ordinance;
F. infringement of any patent, copyright, trademark, trade dress or trade secret rights;
G. contamination of the soil, groundwater, surface water, stormwater, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection agency or other regulatory agency to be an environmental contaminant

by the Contractor or Contractor's officers, employees, agents, volunteers, Subcontractors, invitees, or any other person directly or indirectly employed or utilized by Contractor regardless of whether it is caused in part by Contractor, 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 Contractor by a party entitled to a defense hereunder. This duty to defend obligation expressly applies, and shall be construed to include any and all claim(s) caused in part by the negligence, acts or omissions of the Participating Entity, its members, officers, agents, employees, or volunteers.

11.3 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, Contractor agrees to the following: To the maximum extent permitted by Florida law, Contractor will indemnify and hold harmless the Participating Entity, 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 Contractor and persons employed or utilized by Contractor in the performance of these Supplemental Terms.

11.4 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 these Supplemental Terms, (ii) coverage amount of Commercial General Liability Insurance required under these Supplemental Terms, 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 these Supplemental Terms.

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

11.6 In addition to the requirements stated above, to the extent required by FDOT Public Transportation Grant Agreement and to the fullest extent permitted by law, the Contractor 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 Contractor and persons employed or utilized by the Contractor in the performance of these Supplemental Terms. This indemnification in this

paragraph shall survive the termination of these Supplemental Terms. 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.

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

11.8 The Participating Entity and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving Contractor of any of its obligations under this Article.

11.9 If the above Paragraphs 11.1 – 11.8 or any part of Paragraphs 11.1 – 11.8 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.

12. ACCOUNTING RECORDS/AUDIT REQUIREMENTS

12.1 Books and Records

In connection with payments to Contractor under these Supplemental Terms, it is agreed Contractor 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). Contractor will maintain such books and records for five years after the end of the Term of these Supplemental Terms. Records include, but are not limited to, books, documents, papers, records, research, and Work Orders related to these Supplemental Terms. Contractor will not destroy any records related to these Supplemental Terms 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 these Supplemental Terms or within five years after the end of these Supplemental Terms, the Participating Entity or any duly authorized representative of the Authority, have the right to initiate and perform audits, inspections or attestation engagements over Contractor's records for the purpose of determining payment eligibility under this Contract or over selected operations performed by Contractor under these Supplemental Terms for the purpose of determining compliance with these Supplemental Terms.

Access will be granted to all of Contractor's records directly pertinent to these Supplemental Terms or any Work Order, as well as records of parent, affiliate and subsidiary companies directly pertinent to these Supplemental Terms or any Work Order. If the records are kept at locations other than the Airport, Contractor will arrange for said records to be brought to a location convenient to the Participating Entity 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.

Contractor agrees to deliver or provide access to all records directly pertinent to these Supplemental Terms 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 these Supplemental Terms requested during the engagement within seven (7) Days of each request. Failure by Contractor to provide the records required under this Article shall constitute a material breach of these Supplemental Terms. In the event of such failure, Contractor shall reimburse the Participating Entity for the actual direct labor costs incurred by the Participating Entity's audit personnel in performing the audit, calculated by multiplying the actual audit hours worked by the applicable hourly labor rates.

The Participating Entity has the right during the engagement to interview Contractor's employees and to retain copies of any and all records directly pertinent to these Supplemental Terms as needed to support auditor workpapers.

If as a result of any engagement it is determined that Contractor has overcharged the Participating Entity, Contractor will re-pay the Participating Entity for such overcharge and the Participating Entity 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 these Supplemental Terms do not act as a waiver or limitation of the Participating Entity's right to perform engagements.

The Contractor 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 the Participating Entity a copy of any audit documents or reports so received.

Contractor agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all applicable subcontracts the obligation to comply with Section 20.055(5), Florida Statutes, including specifically the obligation to provide the required level of access to business records relating to these Supplemental Terms within the scope of the audit.

13. INSURANCE

Contractor must maintain the following limits and coverages uninterrupted or amended through the Term of these Supplemental Terms. In the event the Contractor becomes in default of the following requirements, the Participating Entity 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 Participating Entity, members of the Participating Entity's governing body, and the Participating Entity's officers, volunteers, agents, and employees are included as additional insureds.

Contractor agrees the required insurance shall be primary and not contributory to any other valid and collectible insurance the Participating Entity 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 these Supplemental Terms 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 these Supplemental Terms.

13.2 Commercial General Liability Insurance

The minimum limits of insurance covering the work performed pursuant to these Supplemental Terms 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 Contractor under these Supplemental Terms or the use or occupancy of Participating Entity premises by, or on behalf of, the Contractor in connection with these Supplemental Terms. Coverage shall be provided on a form no more restrictive than ISO Form CG 00 01. Additional Insured 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.

General Aggregate	$5,000,000
Each Occurrence	$5,000,000
Personal and Advertising Injury Each Occurrence	$5,000,000
Products and Completed Operations Aggregate	$5,000,000

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

Exception: If Contractor is legally exempt from maintaining Workers' Compensation Insurance in the State of Florida (including, but not limited to, sole proprietors, independent contractors with no employees, or corporate officers who have filed a valid exemption or waiver with the appropriate state authority), Contractor may request a waiver of this requirement.

A waiver shall be effective only if:

A. Contractor provides the Participating Entity with written documentation evidencing the legal exemption or state-filed waiver;
B. Participating Entity, in its sole discretion, issues a written acknowledgment and acceptance of the waiver; and
C. Contractor agrees to indemnify, defend, and hold harmless the Participating Entity from and against any claims, liabilities, or expenses arising out of injury to Contractor or Contractor's personnel not covered by Workers' Compensation Insurance.

No waiver shall be granted for Contractor if it has any employees who will perform work or enter upon the Participating Entity's premises, and nothing in these Supplemental Terms shall be construed to permit Contractor's employees to waive their statutory rights to Workers' Compensation benefits.

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 these Supplemental Terms are:

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

Exception: If Contractor does not own, lease, hire, or operate any vehicles for business purposes and will not be using ANY vehicles in the performance of services under these Supplemental Terms, Contractor may request a waiver of the Business Auto Insurance requirement. In the request, Contractor must provide:

A. A written and signed Affidavit certifying that no vehicles will be used in connection with the contracted services and that Contractor does not own or lease any vehicles for business purposes; and
B. An indemnification agreement holding the Participating Entity harmless from any claims arising out of any automobile use by Contractor or Contractor's personnel.

No waiver shall be effective unless approved in writing by the Participating Entity. If Contractor subsequently uses vehicles in connection with services under these Supplemental Terms, Contractor must immediately obtain automobile liability insurance and provide proof of coverage to the Participating Entity.

[redacted]





13.7 Waiver of Subrogation

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

13.8 Incident Notification

The Contractor 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.

13.9 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 Contractor will be promptly handled, addressed and resolved by the Contractor. The Contractor will track and record customer claims, issues, and complaints in a manner that is in the ordinary course of the Contractor's business. Upon Participating Entity request, the Contractor will share copies of these records with the Participating Entity.

13.10 Conditions of Acceptance

The insurance maintained by Contractor must conform at all times with Participating Entity Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time and which can be provided upon request.

14. COMPLIANCE WITH NON-DISCRIMINATION REQUIREMENTS

During the performance of these Supplemental Terms, Contractor, for itself, its assignees and successors in interest, agrees as follows:

14.1 **Compliance with Regulations**. Contractor (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 herein incorporated by reference and made a part of these Supplemental Terms.

14.2 **Nondiscrimination**. Contractor, with regard to the work performed by it during these Supplemental Terms, 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. Contractor 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 these Supplemental Terms, Contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
B. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964) including amendments thereto;
C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
D. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
E. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq*.) (prohibits discrimination on the basis of age);
F. Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
G. 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);
H. Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq), (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
I. Title IX of the Education Amendments of 1972, as amended, which prohibits Contractor from discriminating because of sex in education programs or activities (20 U.S.C., 1681 et seq).

14.3 **Solicitation for Subcontracts, including Procurement of Materials and Equipment**. In all solicitations, either by competitive bidding or negotiation made by the Contractor 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 Contractor of Contractor's obligations under

these Supplemental Terms and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

14.4 **Information and Reports**. Contractor 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 Participating Entity or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor will so certify to the Participating Entity or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

14.5 **Sanctions for Noncompliance**. In the event of Contractor's noncompliance with the nondiscrimination provisions of these Supplemental Terms, the Participating Entity will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

A. Withholding of payments to Contractor under these Supplemental Terms until Contractor complies; and/or
B. Canceling, terminating or suspending these Supplemental Terms, in whole or in part.

14.6 **Incorporation of Provisions**. Contractor 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. Contractor will take action with respect to any subcontract or procurement as Participating Entity or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, that if Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier because of such direction, Contractor may request Participating Entity to enter into any litigation to protect the interests of Participating Entity. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

15. AUTHORITY APPROVALS

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

16. RESERVED - USE OF ARTIFICIAL INTELLIGENCE

17. DATA JURISDICTION

The Contractor shall identify all data centers where data will rest or data backup will reside. All data centers will be guaranteed to reside within the United States. The Contractor shall provide an updated Wide Area Network (WAN) diagram, where applicable, whenever changes occur during the Supplemental Contract Term. The Participating Entity will select the United States as their preferred data center location, as applicable to the Services being provided.

18. RESERVED - INSPECTION OF DELIVERABLES

19. RESERVED - SCOPE OF LICENSE

20. TRADEMARKS AND PROPRIETARY NOTICES

20.1 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.

20.2 Participating Entity shall ensure that all proprietary and copyright notices of Contractor on the Software are in place and left intact at all times and are placed in such location or locations as the Contractor may reasonably advise in relation to the Software.

21. TEMPORARY TRANSFER OF SOFTWARE

As applicable under an agreed upon Work Order pursuant to these Supplemental Terms, all computer programs whose use is limited under these Supplemental Terms 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 these Supplemental Terms.

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

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, Contractor shall provide a limited term license of an appropriate version, if existing and available from Contractor, without payment of additional license fees by the Participating Entity.

22. RESERVED - IMPROVEMENTS

23. WARRANTIES

23.1 **Contractor IP and Third-Party Intellectual Property**. Contractor represents and warrants that it owns, or is authorized to use, all Contractor IP, and Contractor-provided third-party Intellectual Property.

23.2 **Accessibility and Security Requirements**. As agreed upon in a Work Order, 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 Contractor warrants that all necessary configurations and integrations will be implemented to ensure compliance with these accessibility and security requirements.

23.3 **Resale of Equipment and Software**. If Contractor resells to the Participating Entity any equipment or Software that Contractor purchased from a third-party, Contractor, to the extent it is legally able to do so, must pass through any such third-party warranties to the Participating Entity and reasonably cooperate in enforcing them. Such warranty pass-through will not relieve Contractor from its warranty obligations set forth in these Supplemental Terms.

23.4 **Export Laws**. Contractor will comply with all laws governing the export of intellectual property.

23.5 **Cardholder Data**. If Contractor will have access to Cardholder Data in connection with the performance of the Services, no less than annually or within five (5) Days from the Participating Entity request, Contractor must tender to Authority a current attestation of compliance signed by a QSA.

24. INTELLECTUAL PROPERTY

24.1 **Participating Entity IP**. The Participating Entity retains all right, title, and interest in and to all the Participating Entity IP. Contractor will not be permitted to use any of the Participating Entity's IP for the benefit of any entities other than the Participating Entity. Upon expiration or termination of these Supplemental Terms, Contractor must cease all use of Authority IP and must return all Participating Entity IP to the Participating Entity.

24.2 **Residual Knowledge**. Nothing contained in these Supplemental Terms 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 these Supplemental Terms, provided that in doing so (a) such information is solely retained in the unaided memory of the Parties employees performing or using such Services, (b) the Party does not breach its respective obligations relating to confidentiality and non-disclosure, and (c) such use does not infringe the intellectual property rights of others or third-parties who have licensed or provided materials to others. Except for the license rights contained under this Section, neither these Supplemental Terms nor any disclosure made hereunder grants any license to either Party of the intellectual property rights of the other Party.

25. DATA SECURITY

25.1 Participating Entity Data.

As applicable and specified in a Work Order between the Contractor and Participating Entity:

A. Contractor will not attempt to access, and will not allow its Personnel access to, Participating Entity Data or third-party data that is not required for the performance of the Services under these Supplemental Terms by such Personnel.
B. Contractor must notify the Participating Entity in advance of engaging any Subcontractors that will have access to Participating Entity Data and provide details about Subcontractor's data security practices.
C. Contractor represents and warrants that Contractor 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 Participating Entity Data.
D. Contractor is obligated to maintain the confidentiality, availability, and integrity of all Participating Entity Data in connection with the performance of the Services. Contractor must implement strict access controls to ensure that only authorized Personnel have access to Participating Entity Data, including requirements for user authentication, role-based access control, and regular access reviews.
E. Without limiting Contractor's other obligations under these Supplemental Terms, Contractor must implement or use network management and maintenance applications and tools, appropriate fraud prevention and detection and encryption technologies to protect all Participating Entity Data; provided that Contractor must, at a minimum, encrypt all PII in-transit, in use, and at-rest.
F. Contractor must perform all Services using security technologies and techniques in accordance with industry-leading practices and the Participating Entity's security policies, procedures, and other requirements made available to Contractor in writing.
G. Contractor must encrypt all Participating Entity Confidential Information. Contractor 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. Contractor must not deviate from this encryption requirement without advance written Participating Entity approval.
H. Contractor must provide to the Participating Entity, 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.
I. Contractor understands and acknowledges that, to the extent that performance of its obligations under these Supplemental Terms involves or necessitates the processing of PII, Contractor will act only on instructions and directions from the Participating Entity.
J. If the Participating Entity is required to provide or rectify information regarding an individual's PII, Contractor will reasonably cooperate with the Participating Entity to the full extent necessary to comply with data protection laws. If a request by a data subject is made directly to Contractor, Contractor will notify the Participating Entity of such request as soon as reasonably practicable.

K. Contractor must implement procedures to minimize the collection of PII.

L. The Participating Entity will own all right, title and interest in its data that is related to the Services provided under these Supplemental Terms. The service provider shall not access Participating Entity user accounts or Participating Entity Data except (1) during data center operations, (2) in response to service or technical issues, (3) as required by the express terms of these Supplemental Terms, or (4) at the Participating Entity's written request. For the avoidance of doubt, the service provider will retain all right, title, and interest in any Metadata.

25.2 **No Malware/Surreptitious Code**. If Contractor discovers that Malware or surreptitious code has been introduced into Software, Contractor must, at no additional charge to Authority, (a) immediately undertake to remove such Malware, (b) notify the Participating Entity in writing within one (1) business day, and (c) use reasonable efforts to correct and repair any damage to Participating Entity Data or Software and otherwise assist the Participating Entity in mitigating such damage and restoring any affected Services, Software or equipment.

25.3 **Data Protection Laws**. Contractor will comply with all applicable data protection laws, including those that would apply if Contractor, rather than the Participating Entity, were the owner or data controller of any Participating Entity Data in its possession or under its control in connection with the Services. Contractor will notify the Participating Entity in writing within twenty-four (24) hours of any actual or suspected non-compliance with applicable data protection laws or any security incidents involving Participating Entity Data.

25.4 **Security Vulnerability Management**. Pursuant to an applicable Work Order, Contractor shall ensure that any applicable parties 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. Contractor 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.

25.5 **Notice to Participating Entity**. Contractor will adhere to and comply with all security measures and procedures established by the Participating Entity and any applicable regulatory entities including, but not limited to, the TSA, and any terms of service agreed to by the Participating Entity regarding data security. In the event Contractor or Contractor's Subcontractor (if any) discovers or is notified of a Data Breach or potential Data Breach of security relating to Participating Entity Data or third-party data, Contractor will promptly, (a) Notify the Participating Entity of such breach or potential Data Breach no later than twenty-four (24) hours following discovery; and (b) If the applicable Participating Entity Data or third-party data was in the possession of Contractor at the time of such Data Breach or potential breach, Contractor will investigate and cure the Data Breach or potential breach. Such notice must summarize in reasonable detail the nature of Participating Entity Data that may have been exposed, and, if applicable, any persons whose Personal Identifiable Information may have been affected or exposed by such Data Breach. Contractor must not make any public announcements relating to such Data Breach without the Participating Entity's Vice President of Communications, Marketing, and Strategy prior written approval.

25.6 **Data Breach Responsibilities**.

A. Upon discovery of an actual or reasonably suspected loss, or unauthorized use, access, or disclosure of Participating Entity Data, Contractor agrees to cooperate fully with the

Participating Entity in any investigation or response efforts related to the Data Breach, including providing access to relevant documentation, records, and resources as needed.

B. Participating Entity 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 the Participating Entity'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.

25.7 **Incident Response Costs**. In the event of a Data Breach attributable to an act or omission of Contractor, as part of such remediation, Contractor must pay all costs and expenses of the Participating Entity's compliance with the Participating Entity's notification obligations, as well as the costs of credit monitoring services for affected individuals.

25.8 **Global Positioning System (GPS)**. Pursuant to an applicable Work Order, Contractor will list any dependency on GPS technology or GPS technology incorporated in Contractor's product or Services.

26. EXIT ASSISTANCE

26.1 **Removal of Contractor Materials**. Contractor is responsible, at its own expense, for de-installation and removal from the Participating Entity facilities of any equipment owned or leased by Contractor that is not being transferred to the Participating Entity under these Supplemental Terms, subject to the Participating Entity's reasonable procedures and in a manner that minimizes adverse impacts to the Participating Entity.

26.2 **Transition Assistance**. In the event of any expiration or termination of these Supplemental Terms or award and transition to a new contract, Contractor will cooperate fully with the Participating Entity to ensure an effective and efficient transition of Services. Contractor acknowledges its responsibility to continuously perform the Services and maintain the same level of Services during the Transition Period. The terms of these Supplemental Terms shall govern Contractor's and the Participating Entity's rights and obligations during such Transition Period. Contractor and the Participating Entity will negotiate in good faith to establish the relative roles and responsibilities of Contractor and the Participating Entity in effecting such transition, as well as the appropriate date for completion of the transition. Contractor 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.

27. FOREIGN COUNTRY OF CONCERN

In order to ensure the security and privacy of PII associated with these Supplemental Terms, Contractor must complete Exhibit B, Foreign Country of Concern Attestation. Exhibit B serves to affirm Contractor's compliance with applicable regulations and requires the Contractor to declare its relationship to any Foreign Country of Concern, as defined under Rule 60A-1.020, F.A.C.

28. VPN ACCESS

28.1 **Background Check Requirement**. Pursuant to an applicable Work Order, the Contractor agrees to conduct background checks, as set out below, on all 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.

28.2 **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.

28.3 **Certification of Compliance**. Pursuant to an applicable Work Order, the Contractor shall provide the Participating Entity written certification on an annual basis, upon the Participating Entity's request, signed by an officer duly authorized to sign on behalf of the Contractor, verifying compliance with the background check requirements outlined in these Supplemental Terms. The certification must confirm that all Personnel with access to the Participating Entity's IT Infrastructure have passed the background checks and do not have any disqualifying offenses, as stated in 49 CFR 1542.

28.4 **Right to Audit**. As applicable to Contractor's access to Participating Entity Data, Participating Entity reserves the right to audit the Contractor's background check processes and records to ensure compliance with these Supplemental Terms. Such audits may be conducted upon reasonable notice and during Participating Entity business hours.

28.5 **Immediate Termination**. The Participating Entity reserves the right to immediately terminate access to the Participating Entity's IT Infrastructure for any Contractor Personnel who are found to have disqualifying offenses, as stated in 49 CFR 1542, or if the Contractor fails to comply with these background check requirements.

29. DISPUTE RESOLUTION

29.1 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 these Supplemental Terms, payment of money, extension of time, or other relief with respect to the terms of these Supplemental Terms. The term claim also includes other matters in question between Participating Entity and Contractor arising out of or relating to these Supplemental Terms. The responsibility to substantiate claims will rest with the party making the claim.

B. If for any reason Contractor deems that additional cost or Contract time is due to Contractor for work not clearly provided for in these Supplemental Terms, or previously authorized changes in the work, Contractor will notify the Participating Entity in writing of its intention to claim such additional cost or Contract time. Contractor will give the Participating Entity 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 Contractor first recognizes the condition giving rise to the claim or before the work begins on which Contractor bases the claim, whichever is earlier.

D. When the work on which the claim is based has been completed, Contractor will, within ten (10) Days, submit Contractor's written claim to the Participating Entity. Such claim by Contractor, and the fact that the Participating Entity 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, Contractor will proceed diligently with performance of these Supplemental Terms and maintain effective progress to complete the work within the time(s) set forth in these Supplemental Terms.

F. The making of final payment for these Supplemental Terms may constitute a waiver of all claims by the Participating Entity except those arising from:

1. Claims, security interests or encumbrances arising out of these Supplemental Terms and unsettled;
2. Failure of the work to comply with the requirements of these Supplemental Terms;
3. Terms of special warranties required by these Supplemental Terms; and

4. Latent defects.

29.2 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, Contractor'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 Contractor and for the Participating Entity, 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. The Participating Entity 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, the Participating Entity will review Contractor's claims and may (1) request additional information from Contractor which will be immediately provided to the Participating Entity, 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 the Participating Entity decides that the work related to such claim should proceed regardless of the Participating Entity disposition of such claim, the Participating Entity will issue to Contractor a written directive to proceed. Contractor 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 the Participating Entity. 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.

30. WAIVER OF CLAIMS

Contractor hereby waives any claim against the City of Tampa, Hillsborough County, State of Florida and the Participating Entity, 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 these Supplemental Terms or any part thereof, or by any judgment or award in any suit or proceeding declaring these Supplemental Terms null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

31. LAWS, REGULATIONS, ORDINANCES, AND RULES

Contractor, its officers, employees, agents, Subcontractors, or those under its control, will at all times comply with applicable Federal, State, and local laws and regulations, the Participating Entity Rules and Regulations, Policies, Standard Procedures, and Operating Directives as are now or may hereinafter be prescribed by the Participating Entity, 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 the

Participating Entity 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. Contractor, its officers, employees, agents, Subcontractors, and those under its control, will comply with safety, operational, or security measures required of Contractor or the Participating Entity by the Federal Government including but not limited to, FAA or TSA. If Contractor, 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 the Participating Entity, then, in addition to any other remedies available to the Participating Entity, Contractor will be responsible and will reimburse the Participating Entity the full amount of any such monetary penalty or other damages. This amount must be paid by Contractor within fifteen (15) Days from the date of written notice from the Participating Entity.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THESE SUPPLEMENTAL TERMS, 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 Contractor agrees in accordance with Florida Statute Section 119.0701 to comply with public records laws including the following:

32.1 Keep and maintain public records required by the Authority in order to perform the Services contemplated by these Supplemental Terms.

32.2 Upon request from the Participating Entity custodian of public records, provide the Participating Entity with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by applicable law.

32.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of the Term of these Supplemental Terms and following completion of the Term of these Supplemental Terms.

32.4 Upon completion of the Term of these Supplemental Terms, keep and maintain public records required by the Participating Entity to perform the Services. The Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Participating Entity, upon request from the Participating Entity custodian of public records, in a format that is compatible with the information technology systems of the Participating Entity.

The Participating Entity 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 Participating Entity's record management process. Once that occurs, the paper original version of this document will be destroyed.

33. CONTRACT MADE IN FLORIDA

These Supplemental Terms has been made in and shall be construed in accordance with the laws of the State of Florida. All duties, obligations and liabilities of the Participating Entity and Contractor related to these Supplemental Terms are expressly set forth herein and these Supplemental Terms can only be amended in writing and agreed to by both Parties.

34. SUBORDINATION OF CONTRACT

It is mutually understood and agreed that these Supplemental Terms will be subordinate to the provisions of any existing or future agreement between the Participating Entity 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 these Supplemental Terms will be subordinate to the license or permit of entry which may be granted by the Secretary of Defense.

35. SUBORDINATION TO TRUST AGREEMENT

These Supplemental Terms and all rights of Contractor hereunder are expressly subject and subordinate to the terms, covenants, conditions and provisions of any Trust Agreements or other debt instruments executed by Participating Entity to secure bonds issued by, or other obligations of, the Participating Entity. The obligations of Contractor hereunder may be pledged, transferred, hypothecated, or assigned at any time by the Participating Entity to secure such obligations. Conflicts between the terms of these Supplemental Terms 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.

36. ASSIGNMENT AND SUBCONTRACTING

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

In no event will any approved assignment, subcontract, sublease, or license diminish the Participating Entity rights to enforce any and all provisions of these Supplemental Terms.

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

37. BADGING AND SECURITY REQUIREMENTS

All of Contractor'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. Contractor 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 Contractor shall be required to comply with all modifications. Contractor 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 the Participating Entity.

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

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

Contractor's Personnel who are issued security identification badges shall only utilize such badges and access rights in connection with the operation of Contractor's business as outlined herein. Contractor's

Personnel shall be informed by Contractor 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.

38. APPLICABLE LAW AND VENUE

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

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

39. SCRUTINIZED COMPANIES

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

These Supplemental Terms will be terminated in accordance with Florida Statute Section 287.135 if it is found that Contractor submitted a false Scrutinized Contractor 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.

40. ANTI-HUMAN TRAFFICKING LAWS

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

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

41. RELATIONSHIP OF PARTIES

The Contractor is and will be deemed to be an independent contractor and operator responsible to all Parties for its acts or omissions, and the Participating Entity will in no way be responsible for Contractor's acts or omissions.

42. 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 these Supplemental Terms as a condition precedent to the granting of funds for the improvement of the Airport, Contractor agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of these Supplemental Terms as may be reasonably required to obtain such funds; provided, however, that in no event will Contractor be required, pursuant to this paragraph, to agree to an increase in the charges provided for hereunder.

43. WAIVERS

No waiver by Participating Entity at any time of any of the terms, conditions, covenants, or agreements of these Supplemental Terms, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant or Contract herein contained, nor of the strict and prompt performance thereof by Contractor. No delay, failure or omission of the Participating Entity 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 the Participating

Entity will be required to restore or revive time as being of the essence hereof after waiver by the Participating Entity or default in one or more instances. No option, right, power, remedy or privilege of the Participating Entity 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 the Participating Entity by these Supplemental Terms 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 the Participating Entity will not impair its rights to any other right, power, option or remedy.

44. AMERICANS WITH DISABILITIES ACT

Contractor 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 the Participating Entity concerning the same subject matter.

45. 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 Contractor, 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 Contractor or Subcontractor. If the Contractor enters into a contract with a Subcontractor, the Contractor 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.

46. SYSTEM AND ORGANIZATION CONTROL 2

Participating Entity is committed to ensuring the security, privacy, confidentiality, processing integrity, and availability of systems and data supporting the Participating Entity. At the request of the Participating Entity, the Contractor shall provide the applicable SOC 2 Type 2 report of the applicable subcontractor for the Services contracted pursuant to a specific Work Order.

47. FAA APPROVAL

These Supplemental Terms may be subject to approval of the FAA. If the FAA disapproves these Supplemental Terms, they will become null and void, and both Parties will bear their own expenses relative to these Supplemental Terms, up to the date of disapproval.

48. AGENT FOR SERVICE OF PROCESS

It is expressly agreed and understood that if Contractor 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 Contractor 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 the Participating Entity arising out of or based upon these Supplemental Terms, 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 Contractor does not have a duly noted resident agent for service of process, as an alternative method of service of process, Contractor 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 Contractor at the address set out in these Supplemental Terms, or in the event of a foreign address delivery by Federal Express, and that such service will constitute valid service upon Contractor as of the date of mailing and Contractor will have thirty (30) Days from date of mailing to respond thereto. It is further expressly understood that Contractor 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.

49. INVALIDITY OF CLAUSES

The invalidity of any part, portion, sentence, article, paragraph, provision, or clause of these Supplemental Terms will not have the effect of invalidating any other part, portion, sentence, article, paragraph, provision,

or clause of these Supplemental Terms, and the remainder of these Supplemental Terms will be valid and enforced to the fullest extent permitted by law.

50. SEVERABILITY

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

51. SIGNATURES

51.1 Signature of Parties

It is an express condition of these Supplemental Terms that it will not be complete or effective until signed by the Participating Entity and by Contractor.

51.2 Counterparts

These Supplemental Terms 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.

52. PUBLIC ENTITY CRIME

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

53. MISCELLANEOUS

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

54. ORGANIZATION AND AUTHORITY TO ENTER INTO CONTRACT

The undersigned representative of Contractor hereby warrants and certifies to the Participating Entity that Contractor 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 these Supplemental Terms by his or her signature thereto and neither Contractor, its officers or any holders of more than five percent (5%) of the voting stock of Contractor have been found in violation of Florida Statute Section 287.133, concerning Criminal Activity on Contracts with Public Entities. If Contractor is a corporation whose shares are not regularly and publicly traded on a recognized stock exchange, Contractor 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 these Supplemental Terms.

55. CONTRACT CHANGES

A change order or amendment is a written contract modification prepared by the Participating Entity and signed by both Parties hereto, stating their agreement upon all of the following, and without invalidating these Supplemental Terms:

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 these Supplemental Terms.

55.1 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. Contractor acknowledges and agrees that Contractor will not be entitled to payment for changes in the Services unless such revised Services are specifically authorized in writing by the Participating Entity in advance. The terms of this Section 55.1 may not be waived by the Participating Entity 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 Contractor will proceed promptly, unless otherwise provided in the change order, amendment or other written instrument.

55.2 Right to Carry Out the Services

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

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EXHIBIT A
SAMPLE WORK ORDER

1. Work Order No.

2. Project Information
The information in this section will be completed by Participating Entity.

   A. Project Title:

   B. Project Summary
      i. Project Purpose:
      ii. Project Description:
      iii. Project Scope of Work and Deliverables:

3. Schedule and Costs
The information in this section will be completed by Contractor and approved by Participating Entity prior to performing any work.

   A. Project Schedule/Timeline
   Insert a project schedule and a timeline that clearly outline the work and deliverables and the time it will take to complete the work, provide the deliverables and complete the overall project.

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

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

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

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

4. Payment Method and Schedule

   <insert for projects one month and less>

EXHIBIT A
SAMPLE WORK ORDER

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

<insert for projects 30 to 90 days>
Projects with an anticipated duration of less than 90 days will be paid in three installments of 25% of the total amount due at 30 days from commencement of services, 25% of the total amount due at 60 days from commencement of services, and the final 50% due upon full completion and acceptance of all deliverables by Participating Entity.

<insert for projects exceeding 90 days>

Projects with an anticipated duration of more than 90 days will be paid in four equal installments at the 25%, 50% and 75% completion milestones with the final installment to be paid upon full completion and acceptance of all deliverables by Participating Entity.

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

Acknowledgement of Acceptance

Contractor agrees and accepts the terms of this Work Order No. ____ as detailed above.

Carahsoft Technology Corporation

BY:

_____
Signature of Authorized Official

_____
Printed Name

_____
Title

_____
Date

Hillsborough County Aviation Authority

BY:

_____
Signature of Authorized Official

_____
Printed Name

_____
Title

_____
Date

EXHIBIT B
FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with Hillsborough County Aviation Authority which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Carahsoft Technology Corporation. is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature: Date:

EXHIBIT C
SCRUTINIZED COMPANY CERTIFICATION



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

This certification is required pursuant to Florida Statute Section 287.135.

A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract for goods or services of $1 million or more, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List or that has 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.

A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract for goods or services of any amount, participating in a boycott of Israel is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity.

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

I, ___ _____, as a representative of ____ _____, certify and affirm that, subject to the dollar limitations set forth in Florida Statute Section 287.135, this company is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Terrorism Sectors List, does not have business operations in Cuba or Syria, and is not participating in a boycott of Israel.

Signature	Title
Printed Name	Date

EXHIBIT D

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with Section 787.06 (14), Florida Statutes, the undersigned, on behalf of Carahsoft Technology Corporation ("Contractor"), hereby attests under penalty of perjury that the Contractor:

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 Contractor.

Date: _____, 2026 Signed: _____

Entity: _____ Name: _____

Title: _____