

Product Service Agreement

This Product Service Agreement (“Agreement”) is entered into by and between **Zetron, Inc.** (“ZETRON” or “Zetron”) and **Hillsborough County Aviation Authority** (“Customer”). This Agreement outlines the terms and conditions under which Zetron shall furnish maintenance and support services for Customer’s existing ACOM Command & Control System (“System”), as described in further detail below. Nothing in this Agreement shall be construed to waive or exclude any standard warranty provided by Zetron, unless expressly stated. Customer is purchasing off State of Florida Sourcewell Contract No. 43190000-21-SRCWL-ACS, and no terms, conditions, or provisions in this Agreement shall be construed to conflict with said contract. Should such a conflict arise, the Sourcewell Contract No. 042021-ZET shall control.

1. **Scope.** This Agreement covers services for supporting and maintaining where necessary the Zetron ACOM Command & Control System enjoyed by Customer.
2. **Maintenance and Service Plan.** The Services to be provided under this Agreement are articulated in the Gold Maintenance and Service Plan (“MSP”) attached hereto as Attachment A; all such services shall conform with Section 4.2, Services. In the event of a conflict between the terms and conditions of this Agreement and the MSP, the terms and conditions of this Agreement shall control.
3. **Amendments.** This Agreement may be amended or modified only by written instrument executed and agreed upon by both Zetron and Customer. Any such amendment shall be deemed an integral part of this Agreement and shall require the same formalities and procedures as set forth in this original Agreement. The parties acknowledge and consent that any amendment to this Agreement shall be undertaken with the same degree of diligence and good faith as demonstrated in the execution of this initial Agreement.
4. **Fees, Services and Limited Warranty.**
 - 4.1. **Fees:** The fees for the Services covered by this Agreement are set forth in Attachment B, Fees. Taxes are not included in such fees. Invoice totals shall include any applicable taxes. Fees for services outside the scope of this Agreement, and any obligation concerning the provision of or payment for such out of scope services, are subject to the prior mutual written agreement of the parties.
 - 4.2. **Services:**
 - 4.2.1 Zetron shall be responsible for providing any products or services in the MSP necessary for the system upgrade or replacement and related software and firmware. The warranty, maintenance, and support services, as described in this Agreement will be furnished by Zetron for the enjoyment of Customer. Through such Services, Zetron shall use commercially reasonable efforts to always keep the System operational. From a general standpoint, Zetron’s responsibilities include the following:

Technical assistance, information and problem resolution including fixes, error corrections and repair/replacement (subject to Section 4.2.2);

Telephone support for both technical and critical issues. Such support shall include operating a help line staffed by qualified technical personnel accessible by Customer

representatives via telephone;

Remote dial-in troubleshooting; and

On-site troubleshooting and repair, as determined by Zetron.

- 4.2.2 **Subcontracting.** Zetron may use one or more of Zetron's qualified subcontractors to provide the Services.

4.3. Limited Warranty:

- 4.3.1. Zetron represents and warrants that Zetron has the right to provide the Services without infringement of the rights of any third party.

- 4.3.2. Customer assumes responsibility for the selection of the Zetron system to achieve Customer's or its end user's intended results and for the results obtained from the Zetron system. If Customer has provided Zetron with any requirements, specifications or drawings, or if Zetron provides Customer with such materials, such materials are provided solely for Customer's convenience and shall not be binding on Zetron unless agreed contractually by Zetron. EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT, ZETRON DOES NOT WARRANT THAT THE ZETRON SYSTEM WILL MEET CUSTOMER'S OR ITS END USER'S SPECIFIC REQUIREMENTS OR SPECIFICATIONS OR THAT OPERATION OF THE ZETRON SYSTEM WILL BE UNINTERRUPTED OR ERROR FREE. During the coverage period for the SSP (the "Warranty Period"), and SUBJECT TO THE LIMITATIONS SET FORTH BELOW, Zetron warrants that the Zetron system shall conform to Zetron's specifications and all applicable requirements of this SSP and will be free from material defects in material and workmanship. For Customer's convenience, Zetron may purchase and supply additional items manufactured by others. In these cases, although Zetron's warranty does not apply, Customer shall be the beneficiary of any applicable third-party manufacturers' warranties, subject to the limitations therein. Zetron's warranty covers parts and Zetron factory labor. Customer must provide written notice to Zetron within the Warranty Period of any defect. If the defect is not the result of improper or excessive use, or improper service, maintenance or installation by Customer or its agents, and if the Zetron system has not been otherwise damaged or modified by Customer or its agents, Zetron shall, AS ZETRON'S SOLE AND EXCLUSIVE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, either repair or replace the defective items, or refund the purchase price for the defective item(s), at Zetron's option, after return of such items by Customer to Zetron. Transportation of replacement defective items and return of nonconforming defective items shall be at Zetron's expense. No credit shall be allowed for work performed by Customer. Any non-defective items shall be returned at Customer's expense, and testing and handling expenses shall be borne by Customer. THE FOREGOING WARRANTY AND THE THIRD-PARTY MANUFACTURERS' WARRANTIES, IF ANY, ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESSED, IMPLIED OR ARISING UNDER LAW, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING FROM COURSE OF PERFORMANCE OR COURSE OF DEALING.

- 4.3.3. The Products shall be restored to compliance with the applicable Zetron

specifications, less normal degradation caused by age, (“Problem Resolution”) or their functional level shall be brought back to a known working state similar to the functional state prior to the problem occurring (“Problem Workaround”), after Customer reports an equipment failure or apparent failure to ZETRON. If a Problem Workaround is implemented, the parties shall mutually agree to a time period for achieving Problem Resolution. The parties acknowledge that nonmaterial software bugs or deficiencies in the Products, that do not in any event materially impact CUSTOMER’s use of the Products, can be remedied by a software update according to ZETRON’s scheduled updates as established by ZETRON. The Services include repairs required by normal use and do not include, without limitation, repairs required due to equipment abuse, misuse, or excessive use; natural causes; water damage; fire; damage caused by Customer or end user; damage caused by an improperly maintained environment; accident; physical damage; unauthorized modification; or use in violation of instructions furnished by ZETRON.

4.3.4. The level of service impairment as detailed in the MSP shall determine ZETRON’s response to actively troubleshoot the Products.

5. Product Service Agreement Term and Termination:

5.1. **Term.** The term of this Agreement shall begin on November 9, 2023 and expire on June 23, 2025 with one (1) one-year renewal option. The Term may be extended by mutual agreement.

5.2. **Termination.** Customer or Zetron may terminate this Agreement at any time, with or without cause, upon 60 days’ written notice to the other party. However, Customer may terminate this Agreement immediately upon discovery of a material defect in any certification made in Zetron’s Proposal to Sourcewell RFP No. 042021. Termination of this Agreement does not relieve either party of financial, product, or service obligations incurred prior to termination.

6. **Billing and Payment.** Fees for the Services as specified herein are due and payable within 30 days from the date of each Zetron invoice. In the event of a dispute as to correctness of any invoice submitted under this Agreement, Customer agrees to pay the agreed upon fee after prompt determination by the parties of the correctness of the charges invoiced.

7. **Customer Obligations.** Customer shall perform the Customer Maintenance and Support Obligations as described in Attachment C.

8. **Force Majeure.** Neither party shall be responsible for events beyond its reasonable control including, but not limited to, war; warlike operation; insurrection; terrorism; riot; fire; flood; explosion; accident; governmental act; export control regulations or orders; act of God; utility failure; epidemic; quarantine restriction; or strikes.

9. **LIMITATION OF LIABILITY.** ZETRON’S LIABILITY UNDER THIS AGREEMENT SHALL EXCEED THE FEES PAID OR PAYABLE UNDER THIS AGREEMENT, or \$100,000.00 USD, WHICHEVER IS LESS. IN NO EVENT SHALL EITHER PARTY’S LIABILITY INCLUDE CONSEQUENTIAL, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES OR LOSSES.

10. General:

10.1. **Entire Agreement.** This Agreement between Zetron and Customer and State of Florida Contract No. 43190000-21-SRCWL-ACS constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements, whether

written or oral, with respect to the subject matter contained in this Agreement. This Agreement may only be modified if mutually agreed in writing. The parties agree that any other terms or conditions included in any quotes, acknowledgments, confirmations, purchase orders or other forms utilized or exchanged by the parties shall not be incorporated herein or be binding unless expressly agreed upon in writing by authorized representatives of the parties. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Any litigation between the parties concerning this Agreement shall be brought in Hillsborough County, Florida. No action, regardless of form, arising out of this Agreement or the Services provided hereunder may be brought by either party more than one year after the cause of action has accrued, except that an action for non-payment of any portion of the price or any other amounts owed to Zetron under this Agreement may be brought at any time within one year after the last payment thereon.

- 10.2. **Survivability.** If any of these provisions are held to be unenforceable, the enforceability of the remaining provisions shall in no way be affected or impaired thereby. The most prevailing party in any action or proceeding brought in connection with a breach of these provisions will be entitled to reimbursement by the other party for costs and reasonable attorneys' fees. Termination or expiration of this Agreement shall not relieve Customer of the obligation to pay any sums due hereunder. The following sections shall survive termination or expiration of this Agreement: Section 4.3, Limited Warranty; Section 5, Agreement Term and Termination; Section 6, Billing and Payment; Section 8, Events Beyond a Party's Control; Section 9, Limitation of Liability; and Section 10, General.
- 10.3. **Assignments, Transfer of Rights.** Any assignment of Zetron's or Customer's Agreement rights or delegation of duties shall be void, unless prior written consent is given by the other party; provided, however, Zetron may delegate certain duties to its qualified affiliates or subcontractors in the normal course of business and either party may assign this Agreement to a successor in interest resulting from a merger, consolidation, reorganization, or sale of all or substantially all of such party's assets or stock. Any permitted assignee of this Agreement must agree in writing to be bound by all the terms of this Agreement.
- 10.4. **Product Revisions.** Zetron reserves the right to revise products or specifications and to make changes to them from time to time without notice.
- 10.5. **Notice.** All notices by either party shall be sent via certified mail, overnight courier or e-mail to the address set forth below, effective on the date of delivery. A party may change its notice of name/address by providing written notice to the other party. Zetron is not responsible for undelivered notices due to changes to the Customer's contact information that Zetron was not notified of in writing in accordance with this Section 10.
- 10.6. **Indemnity.** Refer to State of Florida Contract No. 43190000-21-SRCWL-ACS, Exhibit B, Paragraph 7.5, Indemnification and Paragraph 8.2.3, Indemnification Related to Confidentiality of Materials.
- 10.7. **Cybersecurity.** Both parties hereby commit to implementing and maintaining reasonable and appropriate cybersecurity measures, or measures deemed sufficient based on industry standards, to prevent unauthorized access, use, or disclosure of each other's confidential and proprietary information. These measures may include, but are not limited to, encryption, access, controls, regular security assessments, and employee training. Unless otherwise provided by law, in the event of an actual or suspected cybersecurity breach that compromise the security, confidentiality, or integrity of either party or the physical, technical, administrative, or organizational safeguards put in place by either party, Zetron and Customer agree to

promptly notify each other in writing immediately.

10.8. **Dispute Resolution.** The parties will attempt to settle any dispute, claim, or controversy arising out of this Agreement through consultation and negotiation in good faith and in a spirit of cooperation. If those attempts fail, then the dispute will be mediated by a mutually acceptable mediator to be chosen by the parties within fifteen (15) days after written notice by the party seeking mediation. Neither party may unreasonably withhold its consent to the selection of a mediator, and the parties will share the costs of the mediation equally. By mutual agreement, however, the parties may postpone mediation until each has completed some specified but limited discovery about the dispute. The parties may also agree to replace mediation with some other form of non-binding alternative dispute resolution, such as neutral fact-finding. If such actions described in this paragraph fail to remedy the dispute, claim, or controversy for both parties, refer to State of Florida Contract No. 43190000-21-SRCWL-ACS, Exhibit B, Section 5, Compliance with Laws.

10.9. **Intellectual Property Rights.** Zetron and Customer hereby acknowledge that both Zetron and Customer will retain ownership of its pre-existing intellectual property ("IP"), including, but not limited to trademarks, logos, copyright, and trade secrets, and any potential improvements or amendments made thereto. Such ownership rights shall and will continue beyond the term life of this contract. Both parties commit to taking all reasonable measures to prevent any unauthorized use, reproduction, or disclosure of the other party's intellectual property. This includes any adjustments, modifications, or improvements made thereto.

This Agreement shall not be construed to transfer in any amount or to any degree, ownership of any IP rights in the products, components, or trademarks owned by Zetron to Customer or otherwise bestow upon any party the right to deal, modify, engineer, develop, or transfer such IP rights in any manner deviating from the express instructions contained within Zetron's Terms and Conditions.

11. Insurance:

Zetron must maintain the following limits and coverages uninterrupted or amended through the term of this Agreement. In the event Zetron becomes in default of the following requirements the Customer 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 Customer, members of the Customer's governing body, and the Customer's officers, volunteers, agents, and employees are included as additional insureds.

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

11.1. Workers' Compensation/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

11.2. Commercial General Liability Insurance.

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

General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury Each Occurrence	\$1,000,000
Products and Completed Operations Aggregate	\$1,000,000

11.3. Business Automobile Liability Insurance.

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

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

11.4. Cyber Liability & Data Storage.

Zetron shall purchase and maintain Cyber Liability Insurance, throughout the life of the Agreement and such insurance will be maintained for a period of three years thereafter for services completed during the term of the Agreement. Such insurance shall cover, at a minimum, the following:

- 11.4.1 Network Security Liability covering liability for failures or breaches of network security and unauthorized access, including hackings and virus transmission or other type of malicious code, and electronic disclosure or use of confidential information, including personally identifiable information and personal health information, whether caused by Zetron, any of its subcontractors, or cloud service providers used by Zetron;
- 11.4.2 Privacy Liability covering liability, PCI fines, expenses, defense costs, and regulatory actions for disclosure of confidential information, including personally identifiable information and personal health information, even if not caused by a failure or breach of network security;
- 11.4.3 Digital Asset Protection, including costs to reconstruct, restore or replace damaged software and data;
- 11.4.4 Media liability, covering liability and defense costs for media wrongful acts such as defamation, disparagement, and copyright/trademark infringement and trade dress in the dissemination of internet content and media;
- 11.4.5 Cyber-Extortion coverage, including negotiation and payment of ransomware demands and other losses from “ransomware” attacks resulting from the Services provided by Zetron to the Customer. Coverage extends to those payments made via

traditional currencies, as well as non-traditional crypto-currencies such as Bitcoin;

- 11.4.6 First and Third-party Business Interruption and Dependent Business Interruption Coverage resulting from a security breach and/or system failure;
- 11.4.7 Data Breach Response Coverage, including coverage for notifying affected parties, setting up call center services, provision of credit monitoring services, identity theft protection services, computer forensic expenses, conduct, data reconstruction, legal expenses, and public relations expenses resulting from a breach of Network Security or other Privacy breach involving personally identifiable information and personal health information; and
- 11.4.8 No exclusion for Cyber Terrorism coverage.

The minimum limits of liability shall be:

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

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of Services provided. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, Zetron must purchase "extended reporting" coverage, which will provide coverage to respond to claims for a minimum of three years after completion of services completed during the term of the Agreement.

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

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

Each Claim	\$10,000,000
Annual Aggregate	\$10,000,000

11.5. Technology Professional Liability/Errors and Omissions Insurance.

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

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

Each Claim	\$5,000,000
------------	-------------

Annual Aggregate \$5,000,000

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

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

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

Each Claim \$10,000,000
Annual Aggregate \$10,000,000

11.6. Waiver of Subrogation.

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

11.7. Conditions of Acceptance.

The insurance maintained by Zetron must conform at all times with the Customer’s Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time, and is posted on the Customer website at www.TampaAirport.com > Learn about TPA > Airport Business > Procurement > Additional Supplier Resources – Contractual Insurance Terms and Conditions.

12. Accounting Records/Audit Requirements:

12.1. Books and Records. In connection with payments to Zetron under this Agreement, it is agreed Zetron 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). Zetron will maintain such books and records for five years after the end of the Term of this Agreement, including any renewal Term. Records include, but are not limited to, books, documents, papers, records, research and work orders related to this Agreement. Zetron will not destroy any records related to this Agreement without the express written permission of the Customer.

12.2. Customer Right to Perform Audits, Inspections, or Attestation Engagements. At any time or times during the Term of this Agreement or within three years after the end of this Agreement, Customer, or its duly authorized representative, will be permitted to initiate and perform audits in accordance with Section 12, Contract Audits, of the State of Florida Sourcewell Contract No. 43190000-21-SRCWL-ACS.

If the records needed for audit are kept at locations other than the Airport, Zetron will arrange for said records to be brought to a location convenient to Customer auditors to conduct the engagement or will provide records electronically.

If as a result of any engagement, it is determined that Zetron has overcharged Customer, Zetron will re-pay Customer for overcharge.

13. Non-Discrimination:

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

- 13.1. Zetron will comply with the regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as amended from time to time (Regulations), which are incorporated herein by reference and made a part of this Agreement.
- 13.2. Civil Rights. Zetron, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Zetron will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of this Agreement, Zetron, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:
 - 13.2.1 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 - 13.2.2 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 - 13.2.3 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - 13.2.4 Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - 13.2.5 The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
 - 13.2.6 Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - 13.2.7 The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - 13.2.8 Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing

- entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- 13.2.9 The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 13.2.10 Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 13.2.11 Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Zetron must take reasonable steps to ensure that LEP persons have meaningful access to Zetron's programs (70 Fed. Reg. at 74087 to 74100); and
- 13.2.12 Title IX of the Education Amendments of 1972, as amended, which prohibits Zetron from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- 13.3. In all solicitations either by competitive bidding or negotiation made by the Zetron for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier must be notified by Zetron of Zetron's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- 13.4. Zetron will provide all information and reports required by the Regulations or directives issued pursuant thereto and must permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Customer or the FAA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Zetron is in the exclusive possession of another who fails or refuses to furnish this information, Zetron will so certify to Customer or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 13.5. In the event of Zetron's non-compliance with the non-discrimination provisions of this Agreement, Customer will impose such contractual sanctions as it or the FAA may determine to be appropriate, including, but not limited to, withholding of payments to Zetron under this Agreement until Zetron complies, and/or cancellation, termination or suspension of this Agreement, in whole or in part.
- 13.6. Zetron will include the provisions of Sections 13.1 through 13.5 above, in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued thereto. Zetron will take such action with respect to any subcontract or procurement as Customer or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event Zetron becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Zetron may request Customer to enter into such litigation to protect the interests of Customer and, in addition, Zetron may request the United States to enter into such litigation to protect the interests of the United States.
- 13.7. Zetron assures that, in the performance of its obligations under this Agreement, it will fully comply with the requirements of 14 CFR Part 152, Subpart E (Non-Discrimination in Airport

Aid Program), as amended from time to time, to the extent applicable to Zetron, to ensure, among other things, that no person will be excluded from participating in any activities covered by such requirements on the grounds of race, creed, color, national origin, or sex. Zetron, if required by such requirements, will provide assurances to Customer that Zetron will undertake an affirmative action program and will require the same of its subconsultants.

14. Chapter 119, Florida Statutes Public Records Law:

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

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

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

ZETRON

Zetron
PO Box 97004
Redmond WA 98073-9704
Attn: Scott French, President
E-mail: scott.french@zetron.com

CUSTOMER

Hillsborough County Aviation Authority
4100 George J. Bean Pkwy
Tampa FL 33607

This Product Service Agreement is agreed to by the parties' authorized representatives:

ZETRON, INC.

Hillsborough County Aviation Authority

BY

BY

PRINTED NAME

PRINTED NAME

TITLE

TITLE

DATE

DATE

ATTACHMENT A

Gold Maintenance and Service Plan (“MSP”)



Product Service Plan for Hillsborough County Aviation Authority

ZETRON USA
PO Box 97004
Redmond, WA
98073-9704
USA

TEL 425 820 6363
FAX 425 820 7031

zetron@zetron.com
WWW.ZETRON.COM

1 Agreement.

This MSP for **Customer** prepared by Zetron, a Codan Company (“Zetron”) describes the Gold-level support services Zetron will provide for hardware and software for the duration of the agreed-upon period beginning on the date of the last signature applied hereto and lasting until June 23rd, 2025 with one (1) one-year renewal option. Nothing in this MSP shall be construed to waive or exclude any standard warranty provided by Zetron, unless expressly stated.

2 Summary of Services.

The following table reflects the Services Customer will enjoy under this MSP. Should there be any conflict between this table and the other terms included herein the other terms control. The following Services are subject to change upon service agreement renewal or extension. Please refer to Attachment B for a full description of the services to be included.

	Gold MSP
Phone support, business hours	✓
After hours phone support for critical issues	30-min. callback for critical issues
Advanced Replacement, 1st 90 days	✓
Repair defects in material & work	✓
Repair turnaround time	2 business days
Refurbished equipment for repair	✓
Outgoing shipping costs for repair	✓
Software maintenance	✓
Software upgrades	✓
Software customization assessment ¹	✓
Software upgrade customization	Quote
3rd party equipment repair mgmt.	✓
Onsite factory services	✓
Technical support	✓
Technical training	✓
Operation training	✓
Operation train-the-trainer	✓
Preventive hardware maintenance	✓
Software install/upgrade support ¹	✓
Local onsite response	Quote

3 Definitions.

- (a) “Declared Emergency” shall be defined as an emergency event declared by Customer in which there is a support event determined not to be the fault of Zetron. Declared Emergencies fall outside of this MSP’s Extended Warranty and are chargeable in accordance with the Agreement.
- (b) “Maintenance Releases” are new Software versions that Zetron distributes to correct errors or provide other minor enhancements to the Software.
- (c) “New Releases” are major modifications or enhancements of the Software’s existing features or functionality.
- (d) “Products” are the Products per subject order as tracked by Customer and Zetron or by system name for which this MSP has been purchased.
- (e) “MSP” is these Terms and Conditions
- (f) “Services” are the maintenance and support services Zetron provides under this MSP.

4 Limited Warranty.

Zetron's Limited Warranty is included during the term of this MSP. For Zetron Products and Zetron Accessories, Zetron's standard warranty period against *material* defects is one year from date of shipment unless otherwise agreed in writing.

4.1 Coverage Period

This MSP is valid for the time period described in this Agreement. This MSP may be extended by mutual agreement. If Customer wishes to purchase a MSP after a lapse in the Services mentioned hereunder has occurred, the coverage must be paid up retroactively unless expressly waived by Zetron.

4.2 Third-Party Equipment

Zetron's Terms and Conditions explain that third party manufacturers' warranties for any items (excluding Zetron Accessories) Zetron purchases and supplies for the customer's convenience shall transfer to the customer, subject to the limitations therein. Zetron's warranty does not apply to third party hardware (excluding Zetron Accessories), or third-party software or firmware.

Subject to the terms in this Service Plan, Zetron will use commercially reasonable efforts to ensure that all Products substantially conform to their specifications and that those Products are free from defects in materials, functionality, and workmanship. Zetron will serve as Customer's primary point-of-contact for radio system support services.

Zetron will provide remote or (if purchased) on-site Services and will furnish labor and parts required to repair defects or normal wear to restore the Products to operating condition in accordance with this MSP.

5.1 Service Descriptions

5.1.1 Technical Telephone Support

Zetron telephone technical support exists in the form of factory Technical Support Engineers. This support is intended for technicians and system administrators installing, configuring, and maintaining Zetron products. 24 hour/7 days/week phone support is provided in accordance with the response times established in the following sections.

5.1.2 Calls During Standard Zetron Business Hours & Head of Queue

During regular business hours, 6:00 am to 5:00 pm PT, calls to Zetron at (877) 284-4616 are answered by Zetron personnel who will establish a call ticket number, collect detailed issue information from the caller, and enter the call into the call queue.

Head of the queue and priority call back privileges are given to callers with a service plan. If the incoming call cannot be directed immediately to a Technical Support Engineer, 98% of the calls will be returned within thirty (30) minutes, and 100% of the calls will be returned within two (2) hours. Note: If the end user's issue requires a software update and they do not have a service plan, no further support will be provided until the SERVICE PLAN is purchased.

5.1.3 After-Hours Technical Telephone Support

Calls for critical issues or to schedule maintenance updates to Zetron before 6:00 am or after 5:00 pm PT on any regular business day, at any time on weekends, or during Zetron-recognized holidays are considered after-hours calls. A Zetron qualified technical person will return after-hours calls for critical issues within thirty (30) minutes.

Zetron will work with the caller to make the determination whether calls after regular business hours involve critical or routine issues based both on system behavior and its effect on system operation. Routine issues will be deferred to the next business day. Scheduled system maintenance does not qualify as a critical issue and must be scheduled.

Critical issues are those that have a major impact on system operation as it pertains to the Zetron system as

defined by:

- loss of use of any redundant functions;
- loss of 10% of the positions; or
- loss of 10% of non-redundant channels or lines.

Routine issues are non-critical issues that have a minor impact on system operation as it pertains to the Zetron system and range from routine maintenance operations to system behavioral inconsistencies to configuration issues.

Zetron observes the following holidays:

	North America
January	New Year's
February	President's Day
May	Memorial Day
July	Independence Day
September	Labor Day
November	Thanksgiving and day after
December	Christmas 2-day seasonal holiday

If a holiday falls on a Saturday, the holiday is observed on the preceding Friday and if a holiday falls on a Sunday, the holiday is observed on the following Monday.

5.2 Hardware Services

5.2.1 Advance Replacement: First 90 Days

After the initial purchase of original products under Zetron's Terms and Conditions, Zetron will provide advance replacement during the ensuing 90 days for critical Zetron Products and Zetron Accessories found to be dead-on-arrival or that Technical Support approves for replacement. Zetron bears outbound shipping costs for advance replacements.

5.2.2 Repair Defects in Materials or Workmanship

For the duration of the warranty period and the Service coverage periods, for Zetron Products and Zetron Accessories, Zetron will provide parts and factory labor free of charge to resolve any material defects in material or workmanship as described in the Zetron System Terms and Conditions. Upon receipt of the defective unit and in accordance with the Zetron System Terms and Conditions while under warranty, Zetron's Repair Department reserves the right to determine whether to replace or repair a defective part, or whether to replace a product. If replacing a product, Zetron's Repair Department determines whether to provide refurbished service stock or new products based on repair turnaround and product availability.

No returns are authorized unless a Returned Materials Authorization ("RMA") is issued by Zetron. Please refer to [this page](#) for more information on technical support and RMA.

5.2.3 Repair Turnaround

Zetron measures turnaround time from the date of receipt to the date of shipment from Zetron. This time does not include shipping or customs delays. In the MSP, standard repair turnaround is ten (10) business days. Products found to be not defective will be returned at the sender's expense, plus cost of a minimum of one (1) hour testing and handling.

5.2.4 Outgoing Shipping

Zetron will match the incoming shipment method when returning products. If expedited shipping is requested beyond the Zetron provided match, then Customer will bear all responsibility for full shipment charges. Shipping is always FOB Origin unless otherwise agreed by Zetron. Customer must pay all shipping and insurance charges when returning products to Zetron.

5.3 Software Services

5.3.1 Software Maintenance – Service Packs

For the duration of the Term, Customer is entitled to receive at no additional charge a license for any patches or bug fixes contained in a service pack for Zetron software releases of the application or firmware version(s) sold as part of the original Zetron system. Patches/bug fixes in a service pack are specific corrections to defects found in previously released code to ensure the code meets Zetron specifications.

All Zetron software releases are subject to internal software release and design verification processes, as well as standard configuration management practices. Service packs released may include patches/bug fixes and/or minor enhancements.

Zetron will send a notification to all registered Service Plan holders indicating that a new service pack is available. Zetron will ensure that the necessary media to install the service pack is made available to the SERVICE PLAN holder. This may include sending media in the mail, downloading software/firmware from a Zetron controlled source (website, ftp server), or remote installation of service pack by Zetron Technical Support. The method of delivery is subject to change with each service pack.

5.3.2 Software Upgrades

For the duration of the MSP period, Customer is entitled to receive a license for any software upgrade for Zetron feature group releases of the application or firmware version(s) sold as part of the original Zetron system. Software upgrades are minor and/or major revisions to released software or firmware. Upgrades typically include minor enhancements and incorporate any previously released bug fixes/patches. Minor enhancements are functional performance improvements that do not require additional hardware or firmware or to be specifically enabled or disabled. Minor enhancements that are part of the software upgrade release are included for free for software Service Plan holders.

Major new features alter the software's specifications and may significantly affect system operation and performance and/or the look and feel of the user interface. Major new features are not included for free as part of the SERVICE PLAN. These typically require the purchase of a software license. Major features will be individually enabled or disabled as options; some options may require the additional purchase of hardware or firmware. Upgrades to third party products are not included in the software services plan, unless specifically addressed.

All Zetron software revisions are subject to internal software release and design verification processes as well as standard configuration management practices.

5.3.3 Hardware Upgrades

There may be instances where hardware changes or new hardware is required for the software upgrade service pack or feature. Any new hardware or modifications to existing hardware is required for a service pack or new license feature is not included in the MSP. Any new required hardware must be purchased at the price associated with that device. Installation and shipping charges are not included for any hardware purchases or upgrades.

5.3.4 Configuration Services (Stand-alone Option)

Configuration services are available to assist in configuring the system prior to site cutover and monitoring the site post-cut. These services shall be administered by a Zetron technical support engineer before the system ships from the factory and/or via telephone and via virtual private network ("VPN") access into the installed system. A single point of contact will be assigned to assist the resellers and end users in the process of initial system configuration, cutover, and system software upgrades when applicable.

The configuration services are mandatory for some purchases and are available for up to one year following shipment of the Zetron products. Additional configuration services can be purchased separately as required.

All services fulfilled under the Configuration Services shall be done in the factory prior to shipment and/or remotely by a Zetron technical support engineer. If on-site configuration and cutover assistance is required, that is covered by the Factory Onsite Services option.

5.3.5 Factory Onsite Services (Stand-alone Option)

Coverage for Factory Onsite Services under the MSP can be purchased in various daily increments. These days may be applied to technical support or training. They include the Zetron factory-qualified instructor's or technician's travel time to and from the site. In all cases, travel affected by severe weather or natural disaster will be rescheduled.

Prices are quoted at the time service is requested. Hours may not be accumulated beyond one (1) twelve (12) - month period from the start of the SERVICE PLAN services.

5.3.6 Technical Support

A Zetron factory-qualified technician may provide onsite or remote technical support to assist with various implementation tasks as needed and as determined by Zetron, such as software installation and configuration, hardware configuration, system testing, system optimization, or troubleshooting. This service is limited to supporting the Zetron Products and Zetron Accessories provided as part of the original Zetron system. Onsite visits will be scheduled based on priority; emergencies will be given the highest priority for available resources.

5.3.7 Operation Training (Stand-alone Options)

Operation classes are available for any of Zetron's system-level product lines. These classes are not conducted at Zetron's factory independent of technical training, but rather are made available onsite.

Operation classes are geared for operators and dispatchers, the end-users of Zetron's systems. These classes cover basic system operation and communication. Refer to each class course description for details.

5.3.8 Operation Train-the-Trainer (Stand-alone Options)

Operation train-the-trainer classes are available for any of Zetron's system-level product lines. These classes are only available onsite.

Operation train-the-trainer classes enable end-users to train their own team members on system operation.

5.3.9 WEB TRAINING FOR OPERATORS (Stand-alone Option)

Operator training via a webinar is available rather than a face-to-face classroom setting. The operator training uses the same training modules and materials as the factory training session and is taught by a live instructor. Web training is available for up to two (2) sessions or four (4) hours per year for the life of the MSP.

5.3.10 Zetron MAX Users Group (ZMUG)

Participation in the Zetron-facilitated ZMUG where information is shared on new and planned releases, and product users can share information and solutions.

Meetings are typically scheduled a minimum of twice a year.

5.4 RF Hardware

Zetron will provide all remote or on-site hardware Services for its Products. Customer agrees to send Products that cannot be repaired remotely to Zetron for evaluation. If spares are unavailable during repair, Zetron will send an Advanced Replacement Product on an expedited basis.

Zetron's Advanced Board Repair/Exchange Service expedites Product repair and replacement. Upon receipt of defective Product at Zetron's factory, Zetron will repair the Product within three (3) business days and return it by overnight courier. In the interim, Zetron will make best efforts to provide an Advanced Replacement Product if any on-site Spares have been consumed or are in the possession of, or in transit to, Zetron.

5.5 Computer Hardware

- (a) Computer Hardware means the computer servers provided to operate the System's main switch components.
- (b) An upgrade of Computer Hardware may be required at Customer's expense to keep Computer Hardware current during the Term.

5.6 Software

- (a) Zetron will provide Software updates on an as-released basis. Non-critical upgrades may be limited or delayed to avoid unnecessary interruptions of service.
- (b) Zetron will provide upgrades remotely when possible or on-site at Zetron's option.
- (c) Zetron will provide Maintenance Releases and New Releases at no additional charge.
- (d) Customer is required to remain up to date on all installed modules of Software. Zetron, in its sole discretion, may provide Services for prior releases. Zetron will notify Customer of any new release availability.

6 Fees.

6.1 Fees and Payment.

Customer hereby agrees to pay Zetron the charges as negotiated, as well as all taxes assessed or arising out of the Services provided under this MSP. The price for the Services excludes any charges or expenses associated with travel requirements if Services are to be performed on-site. All travel expenses will be paid in accordance with Attachment D, Authority Policy P412, Travel, Business development and Working Meals Expenses. Customer agrees to reimburse Zetron for those charges and expenses that are invoiced in accordance with Authority Policy P412. Zetron will obtain prior approval before incurring any such expenses or costs.

6.2 Initial Products.

When this Service Plan is purchased, each year Zetron will invoice the prorated amount annually in advance for each payment period. The invoice date will be the anniversary of the start of the warranty period. Payment is due and payable 30 (thirty) days after receipt of Zetron's invoice. Zetron may cease to provide Services if payment is not timely received. All prices are in US dollars.

6.3 Additional Products.

For any additional Product purchases made during the term of this Service Plan, those Products come with one standard product warranty. Customer may elect to upgrade the standard warranty terms to match those in this Service Plan. If an upgrade is purchased, the end of the maintenance and support obligations of additional Products shall be co-terminous with the initial Products in this Service Plan. Prorated amounts will be charged to achieve a co-terminous date in the first year of Maintenance.

7 Responsibilities.

Customer hereby agrees to do the following:

- (a) Provide a technical point of contact to confirm status of the Zetron network, existing backhaul, and other existing systems during phone support situations.
- (b) Provide remote VPN (IP) access to the system for support and maintenance purposes if requested and if appropriate.
- (c) Provide onsite technician support when problem resolution identifies a routine module swap from on-site spares inventory.
- (d) Optional: Send any new technicians to the Zetron factory for factory-certified product training, at Customer's expense, and at the then-prevailing rates.

- (e) Make best efforts to ensure any spare Product used are replaced in timely fashion. Non-functioning Products shall be shipped to Zetron following the RMA process within one week.
- (f) Customer acknowledges and agrees that in order for Zetron to provide Services under this Service Plan, it must provide Zetron at its own expense: (a) remote access capability; (b) appropriate access to the system(s); provided that access to such data will be used exclusively for technical support purposes and will be subject to Zetron’s obligations to protect proprietary information as set forth in the Service Plan. Customer will cooperate fully with Zetron’s request for information, personnel, and time necessary to provide technical support for remote access.

8 Assumptions and Conditions.

Customer must have trained technicians on staff available for Zetron’s Technical Support team to engage as a first resource for onsite support. If said technicians are not provided, Zetron can identify a subcontractor to act as first tier. This subcontractor may be contracted through Zetron or directly with Customer. Customer's designated service provider, as applicable, will provide a centralized point-of- contact and an escalation path for Zetron’s Technical Support team to obtain approval in a timely manner for any additional onsite support required by Zetron employees.

Customer must maintain the physical and electrical environment of the Zetron system within Zetron’s published specifications (such as, but not limited to, power filtering, humidity, temperature, etc.).

Force majeure or events beyond Zetron’s control are not covered by the Service Plan, such as, but not limited to, utility failure, war, insurrections, terrorism, riot, fire, flood, explosion, accident, epidemic or quarantine or any other event beyond Zetron’s control.

Zetron’s liability under the Service Plan will not exceed twelve (12) months of fees paid or payable to Zetron under the Service Plan and in no event includes consequential or indirect damages or losses.

Customer must register any third-party products or software with the third-party manufacturer.

9 Exclusions.

This Service Plan does not cover the following items:

- (a) Services Customer may request in response to a Declared Emergency are beyond the scope of this Service Plan and are provided at additional charge.
- (b) Response times are not enforceable during inclement weather and circumstances outside of Zetron’s control.
- (c) Damage or failure due to misuse, neglect, or accident caused by non-Zetron personnel.
- (d) Damage or failure due to natural causes such as lightning, fire or floods, or damage such as power surges and/or transients.
- (e) Damage caused by improper configuration or installation completed by non-Zetron personnel.
- (f) On-site or remote support for faults identified within and/or outages due to “existing equipment”. Reimbursement of expenses may be requested at Zetron’s discretion.
- (g) Products not purchased from Zetron.
- (h) Batteries are limited to 1-year replacement from the manufacture date.
- (i) Pre-Existing Elements: Zetron will not be responsible for failure or non-performance of any pre-existing materials and/or system elements. This includes, but is not limited to:

Antennas	Power systems, including back-up
Feedlines	Heating, Ventilation & Air Conditioning systems
Multicouplers & filters	Backhaul network

- (j) Additional onsite services are provided at an additional charge.
- (k) Professional Services for implementation of New Releases are beyond the scope of this Service Plan and are provided at additional charge.

- (I) Services resulting from: (i) failure to use the Software in accordance with the Documentation; (ii) modification of the Software or a change in its environment that is not expressly authorized in writing by Zetron; (iii) failure to use Maintenance Releases or corrections previously provided by Zetron; (iv) malfunction of third party equipment or software; (v) Errors as defined in the Support Guide; or (vi) any other cause within the control of Customer.

10 Time and Place of Services

When Services are provided on-site, if the on-site troubleshooting option is purchased, Customer will provide Zetron, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Products. Waivers of liability from Zetron or its subcontractors will not be imposed as an on-site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Products is interfacing so that Zetron can perform its Services. Hours of non-emergency service will be 8:00 a.m. to 5:00 p.m., EST, excluding weekends and holidays.

This MSP is hereby agreed upon by duly authorized representatives of all parties involved:

Zetron, Inc.

Hillsborough County Aviation Authority

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT B

FEES

ZETRON™

Phone: (425) 820-6363 | (877) 284-4616
Fax: (425) 820-7031
Email: zetron.orders@zetron.com

Date: September 12, 2023	Sales Contact: Paco Miralles
Company: Tampa International Airport	Phone: 832-704-2209 Email: pmiralles@zetron.com
Attention: Oscar Martinez	Tampa International Airport Maintenance - QUOTATION
Phone: (813) 801 6060	QUOTATION #2022-04141145A-v5-SB
Email: omartinez@TampaAirport.com	

USD
TOTAL

1. Zetron Maintenance Service Plan (includes Extended Warranty)	
Fixed Rate Option (3 year contract)	Gold
Year 1 Maintenance Service Plan	\$56,184
Year 2 Maintenance Service Plan	\$56,184
Year 3 Maintenance Service Plan	\$56,184
Total 5 Year Maintenance Plan	\$168,552

Payment

Terms: Payment annually in advance

Notes: 1. Prices do not include any sales tax that may be applicable
2. Maintenance is only quoted for ACOM console system (control station radio systems not included in maintenance pricing).

Expiration: October 27, 2023

ATTACHMENT C

CUSTOMER MAINTENANCE AND SUPPORT OBLIGATIONS

CUSTOMER Maintenance and Support Obligations mean the following obligations to be performed by CUSTOMER, through a Zetron-certified technician if applicable as stated below under this Agreement for the System. These obligations are to be performed by a ZETRON-certified technician as applicable and in accordance with industry practices as follows:

1. CUSTOMER shall have a ZETRON-certified technician perform all preventative and maintenance services as specified in the ZETRON system installation and maintenance manuals and other published documentation provided to CUSTOMER.
2. CUSTOMER shall maintain and keep current and make available to ZETRON upon reasonable request, complete and accurate written records regarding maintenance, configurations, and changes related to the ZETRON system and certification records of CUSTOMER's ZETRON-certified technician(s).
3. ZETRON may make reasonable recommendations regarding maintenance of the ZETRON system in writing and CUSTOMER will comply with these recommendations.
4. CUSTOMER shall not, without prior written approval of ZETRON, make changes to the operational environment that could potentially affect the performance of the ZETRON system (such as, but not limited to, major configuration changes, operating system changes, system upgrades, planned maintenance, etc.).
5. CUSTOMER, at its expense, shall keep an adequate level on hand and have a ZETRON-certified technician functionally maintain, in accordance with ZETRON maintenance procedures, spare equipment as recommended by ZETRON. If CUSTOMER does not maintain the spares kit at such level, and, due to the nature of the problem, the situation affects ZETRON's ability to restore the ZETRON system in a timely manner, any required response time under this Agreement shall be adjusted to account for such impact. Any spares used by CUSTOMER to repair the ZETRON System during the term of this Agreement shall be promptly replaced by ZETRON at no additional charge.
6. CUSTOMER shall maintain the physical and electrical environment of the ZETRON system within ZETRON's published specifications, (such as, but not limited to, power filtering, humidity, temperature, etc.).
7. CUSTOMER shall monitor fault logs and error reports at reasonable intervals to identify equipment problems and have a ZETRON-certified technician take actions to correct these problems.
8. In order to assist ZETRON in meeting any of its requirements under the Agreement, a ZETRON-certified technician must be available at the respective site during any period that the ZETRON system is unavailable and during any scheduled period necessary for preventative maintenance or upgrades.
9. Any ZETRON-certified technician(s) must be familiar with the respective facilities and the equipment at such facilities. CUSTOMER shall provide security clearance and/or security escorts, if required, and access to all applicable areas at the facilities including but not limited to operator room, equipment

room, maintenance room, and passwords for all applicable PC's and servers to said technician(s) to provide the services.

10. CUSTOMER shall notify ZETRON in writing at least twenty-four (24) hours prior to a scheduled upgrade or scheduled preventative maintenance.
11. CUSTOMER shall provide necessary and appropriate numbers of personnel that are properly educated, skilled, trained and qualified for the CUSTOMER Maintenance and Support Obligations they are to perform. CUSTOMER shall ensure that ZETRON-certified technicians are available 24/7.
12. Upon completion of onsite response task(s), if requested, CUSTOMER shall provide the ZETRON-certified technician's summary field report to ZETRON.
13. CUSTOMER shall not make changes that are not reflected in ZETRON's as-built documentation. Such unauthorized changes are not covered under the Agreement.

**AVIATION AUTHORITY
POLICY**

400:	FISCAL MATTERS	Effective: 04/01/82
	PROCUREMENT	Revised: 02/03/94
P412:	Travel, Business Development, And Working Meals Expenses	10/09/97
		12/05/02
		11/06/03
		08/02/07
		11/03/11
		11/07/13
		10/01/20

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

LEGAL CONSIDERATION: Subject to the provisions of applicable Florida Statutes, the Hillsborough County Aviation Authority Act authorizes the Authority to reimburse Board members, the Chief Executive Officer, and all Authority employees for all travel expenses incurred while on business for the Authority. The Hillsborough County Aviation Authority Act also authorizes the Authority to “[a]dvertise, promote and encourage the use and expansion of facilities under its jurisdiction” and do all acts and things necessary and convenient for promotion of the business of the Authority. Pursuant to Policy, the Authority is allowed to incur business development expenses for meals, beverages and entertainment in order to highlight the numerous advantages and world class facilities of the Authority’s airport system and build relationships with airline executives, potential real estate partners, potential tenants and others.

POLICY:

General:

- A. All Authority travel, business development, and working meals expenses must provide benefit to the Authority. This Policy provides guidance covering key areas related to travel, business development, and working meals expenses. Additional guidance is provided in Authority Standard Procedure S412.01, Reconciliation and Reimbursement of Travel, Business Development, and Working Meals Expenses. All circumstances may not be specifically covered. In these instances, sound judgement should be used and reasonable documentation should be provided to support the circumstance and expense. Any exception to the practices outlined in this Policy will require written approval by the

**AVIATION AUTHORITY
POLICY**

400:	FISCAL MATTERS	Effective:	04/01/82
	PROCUREMENT	Revised:	02/03/94
P412:	Travel, Business Development, And Working Meals Expenses		10/09/97
			12/05/02
			11/06/03
			08/02/07
			11/03/11
			11/07/13
			10/01/20

CEO or Executive Vice President (EVP) of Finance and Procurement and must be in compliance with applicable Florida Statutes.

- B. Employees may book their own flight and hotel reservations, or may utilize the Authority's corporate travel agency. In an effort to find the most economical lodging rates and airfare, the use of third party companies such as Expedia.com, Hotels.com and Travelocity.com may be considered. Other resources such as AirBNB.com, VRBO.com and HomeAway.com may also be used if determined to be the most economical option.
- C. All reservations (hotel, flight, conference, etc.) shall be booked as far in advance as possible to take advantage of discounted rates.
- D. If the traveler elects to arrive earlier or stay later than reasonably necessary to conduct the required Authority business, the traveler will be responsible for payment of all additional expenses beyond those incurred for Authority business. Reasonably necessary is defined as arriving at the destination no more than 24 hours prior to engaging in Authority business or commencing the return trip within the next day of engaging in Authority business.
- E. Purchases for travel, business development, and working meals should be made using Authority Purchasing Cards (PCard) in accordance with Authority Standard Procedure S410.25, Purchasing Cards. As an alternative, personal credit cards may be used, however, the expense will not be reimbursed until after the trip or event has occurred. The reimbursement request must be submitted within 30 days of the completion of the trip or event.
- F. All individuals traveling on behalf of the Authority may personally retain any points or other benefits generated from Authority travel (i.e frequent flyer mileage or awards from hotel frequent guest programs). However, participation in these programs should not influence airline and hotel selection resulting in higher cost to the Authority.

**AVIATION AUTHORITY
POLICY**

400:	FISCAL MATTERS	Effective: 04/01/82
	PROCUREMENT	Revised: 02/03/94
P412:	Travel, Business Development, And Working Meals Expenses	10/09/97
		12/05/02
		11/06/03
		08/02/07
		11/03/11
		11/07/13
		10/01/20

Travel Expenses:

A. Travel Authorization and Approval:

1. Board members and Authority employees are authorized to attend training and/or conventions, conferences, board, and committee meetings of professional and/or trade organizations specific to their job requirements as well as other meetings, site visits, or events directly related to their position at the Authority. The CEO will approve the travel for those individuals reporting directly to the CEO. All other employee's travel will be approved by their EVP and/or appropriate level supervisor. Such approval must be made in advance of travel for all Authority employees under the Director level.
2. Approval of eligible travel expenses is obtained during the expense submittal process as outlined in Authority Standard Procedure S412.01, Reconciliation and Reimbursement of Travel, Business Development, and Working Meals Expenses.
3. The Authority expects employees to exercise sound prudent business practices when booking travel.

B. Travel by Air Carrier:

1. Travelers are required to use Coach/Economy cabin fares unless otherwise indicated within this Policy. Factors such as time and productivity of the traveler, cost of transportation, per diem/subsistence costs, cancellation fees, and any additional costs (such as baggage fees) should be considered when making reservations.

**AVIATION AUTHORITY
POLICY**

400:	FISCAL MATTERS	Effective:	04/01/82
	PROCUREMENT	Revised:	02/03/94
P412:	Travel, Business Development, And Working Meals Expenses		10/09/97
			12/05/02
			11/06/03
			08/02/07
			11/03/11
			11/07/13
			10/01/20

2. If a Board member, the CEO, an EVP, or Vice President (VP) is scheduled to engage in Authority business within 24 hours of arriving at the destination, or commences the return trip within 24 hours of completing Authority business, he/she is permitted to book fares in business class or its equivalent. Business class or equivalent travel by other Authority employees must be approved in writing with justification in advance by the department EVP.
3. If the primary purpose of the trip is to visit a specific airline, it is acceptable to book a flight on that airline even if the airline does not offer the lowest fare available.
4. Miscellaneous airline fees including, but not limited to, seat reservation fees, early or preferred boarding, checked baggage fees, airline change fees, and in-flight internet expenses, are allowable if utilized for Authority purposes. Checked baggage fees will be limited to one checked bag, unless supported by adequate business justification.
5. In the event a flight must be changed for acceptable business reasons, applicable airline fees are allowable expenses under this Policy with adequate written justification.
6. In the event a flight is cancelled or delayed, the traveler may choose an alternate mode of transportation in accordance with this Policy.

C. Registration Fees:

The traveler is eligible to incur registration fees for meetings and conferences, as well as fees for attending events which are not included in the basic registration fee and that directly enhance the public purpose of the Authority's participation at the meeting or conference. Employee must provide business justification for attending the event.

**AVIATION AUTHORITY
POLICY**

400:	FISCAL MATTERS	Effective:	04/01/82
	PROCUREMENT	Revised:	02/03/94
P412:	Travel, Business Development, And Working Meals Expenses		10/09/97
			12/05/02
			11/06/03
			08/02/07
			11/03/11
			11/07/13
			10/01/20

D. Lodging:

Hotel or accommodation charges must be substantiated by an itemized receipt reflecting all charges for the entire stay. The traveler is expected to exercise his or her best judgment and reasonableness in the selection of lodging. The location of the hotel should be as convenient as possible to the place where the business of the Authority will be transacted and should be at the lowest appropriate rate.

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

Lodging expenses incurred within the Authority's Metropolitan Statistical Area (MSA) (as defined by the United States Office of Management and Budget, to include Hernando, Hillsborough, Pasco and Pinellas Counties) are only authorized with adequate business justification and if approved in writing in advance by the CEO or the employee's EVP.

E. Meals (During Travel):

Meals within the continental United States will be reimbursed in accordance with the General Service Administration (GSA) meals rate in effect for the destination city on the date travel was initiated. If the destination is not included in the GSA destination guide, the GSA rate for the listed city that is closest to the destination city or county for the destination city will be used.

Meals for travel outside of the continental United States (including Hawaii, Alaska and Puerto Rico) will be reimbursed in accordance with the current rates as specified in the federal publication "Standardized Regulations (Government Civilians, Foreign Areas)".

**AVIATION AUTHORITY
POLICY**

400:	FISCAL MATTERS	Effective:	04/01/82
	PROCUREMENT	Revised:	02/03/94
P412:	Travel, Business Development, And Working Meals Expenses		10/09/97
			12/05/02
			11/06/03
			08/02/07
			11/03/11
			11/07/13
			10/01/20

For both domestic and international travel, the first and last day of travel are calculated at 75% of the rate in effect for the destination city. This excludes intermediate destinations on multi-city trips.

A traveler will not be reimbursed or receive per diem for meals included in a convention or conference registration unless reasonable written explanation is provided. A meal is considered to be any of the regular occasions in a day when a reasonably large amount of food is eaten, such as breakfast, lunch, or dinner. (Definition from Dictionary.com and Oxford University Press.) Continental breakfasts will not be considered a meal. Therefore, per diem will not be reduced for continental breakfasts. Additionally, per diem will not be reduced for meals provided by airlines.

Allowance for meals when travel is confined to the Authority's MSA is only authorized with adequate business justification and if approved in writing in advance by the CEO or the employee's EVP.

F. Ground Transportation:

Authorized ground transportation expenses include, but are not limited to, hired cars, trains, other fixed rail, shared ride services (such as Uber or Lyft), buses, and other modes of ground transportation required to enable the traveler to conduct Authority business. Travelers will use good judgement with regard to which mode of ground transportation is utilized, and tickets should be purchased in the most economical class of service available unless there is an adequate business justification and is approved in writing in advance by the CEO or employee's EVP.

Allowance for ground transportation within the Authority's MSA is only authorized with adequate business justification and if approved in writing in advance by the CEO or the employee's EVP.

**AVIATION AUTHORITY
POLICY**

400:	FISCAL MATTERS	Effective:	04/01/82
	PROCUREMENT	Revised:	02/03/94
P412:	Travel, Business Development, And Working Meals Expenses		10/09/97
			12/05/02
			11/06/03
			08/02/07
			11/03/11
			11/07/13
			10/01/20

G. Other Travel Expenses:

Other eligible travel expenses as approved by the Florida Department of Financial Services pursuant to rules adopted by it include fees and tips given to porters, baggage carriers, bellhops or hotel maids, with the expense limited to \$1 per bag not to exceed a total of \$5 per incident; and actual laundry, dry cleaning and pressing expenses for official travel in excess of seven calendar days and where such expenses are necessarily incurred to complete the official business.

Eligible incidental expenses are defined by Florida Statute Section 112.061(8)(a) and include ferry fares, bridge, road, and tunnel tolls, storage or parking fees, and communication expenses.

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

H. Foreign exchange rates:

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

I. Travel by Rental Vehicle:

Board members, the CEO, EVPs and VPs are authorized to rent a vehicle if necessary to conduct Authority business, without advance approval. Utilization of a rental vehicle by all other Authority employees must be approved in advance of travel in writing by the CEO or the employee's EVP or VP.

**AVIATION AUTHORITY
POLICY**

400:	FISCAL MATTERS	Effective:	04/01/82
	PROCUREMENT	Revised:	02/03/94
P412:	Travel, Business Development, And Working Meals Expenses		10/09/97
			12/05/02
			11/06/03
			08/02/07
			11/03/11
			11/07/13
			10/01/20

Rental vehicles will be mid-size or smaller, unless three or more travelers are sharing the vehicle. Travelers will select the rental vehicle refueling option anticipated to be the most economical for the Authority.

The State of Florida contract for rental cars should be consulted for discounted rates. The State of Florida contract provides rental vehicle services to Florida's government agencies. A website link to the Rental Rates and Rental Procedures to utilize the State contract are located on the Authority Intranet.

Allowance for rental cars when travel is confined to the Authority's MSA is only authorized with adequate business justification and if approved in writing in advance by the CEO or the employee's EVP.

The Authority provides insurance coverage for both Automobile Liability and Collision Damage Waivers and will not reimburse a traveler for the cost of such coverage on a rental car contract for travel within the United States. (Exception: If the traveler rents a vehicle in a foreign country, he/she shall purchase both Automobile Liability and Collision Damage Waivers from the rental car company.)

J. Travel by Personal Vehicle:

Prior to utilizing a personal vehicle to conduct Authority business, all employees must comply with Authority Standard Procedure S250.05, Motor Vehicle Use – Personal or Authority-Owned.

Board members, the CEO, EVPs and VPs are authorized to use their personal vehicle if necessary to conduct Authority business, without advance approval. Except for travel within the State of Florida, utilization of a personal vehicle by all other Authority

**AVIATION AUTHORITY
POLICY**

400:	FISCAL MATTERS	Effective:	04/01/82
	PROCUREMENT	Revised:	02/03/94
P412:	Travel, Business Development, And Working Meals Expenses		10/09/97
			12/05/02
			11/06/03
			08/02/07
			11/03/11
			11/07/13
			10/01/20

employees must be approved in advance of travel in writing by the employee's EVP or VP.

Mileage for authorized use of employee's personal vehicle will be at the Internal Revenue Service cents per mile rate in effect at the time of travel. Mileage reimbursement is calculated in accordance with Authority Standard Procedure S412.01, Reconciliation and Reimbursement of Travel, Business Development, and Working Meals Expenses.

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

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

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

Business Development Expenses:

- A. Business development meal, beverage (including alcoholic), and other expenses may be incurred locally or while traveling. Business development activities require meeting with non-Authority personnel. Employees may be reimbursed for actual, reasonable, and appropriately documented expenses related to the business development activity.
- B. To qualify as business development, such an employee must (a) reasonably expect, and have as the primary motivation for the expenditure, that the Authority will derive revenue

**AVIATION AUTHORITY
POLICY**

400:	FISCAL MATTERS	Effective:	04/01/82
	PROCUREMENT	Revised:	02/03/94
P412:	Travel, Business Development, And Working Meals Expenses		10/09/97
			12/05/02
			11/06/03
			08/02/07
			11/03/11
			11/07/13
			10/01/20

or another business benefit as a result of the business development activity; (b) incur the expense in a setting where the party being entertained would reasonably understand that the expenditure was for an Authority business objective; and (c) use the expenditure for the person from whom the Authority expects the business benefit, as well as for the employee and other Authority staff in attendance.

- C. Alcoholic beverage expenses may only be incurred at business development events related to meetings including non-Authority personnel from organizations from which the Authority is reasonably expected to derive revenue or another business benefit.
- D. The employee must provide detailed itemized receipts for all business development expenses larger than \$25 and must include rationale and business benefit for the Authority.

Working Meals:

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

**AVIATION AUTHORITY
POLICY**

400:	FISCAL MATTERS	Effective:	04/01/82
	PROCUREMENT	Revised:	02/03/94
P412:	Travel, Business Development, And Working Meals Expenses		10/09/97
			12/05/02
			11/06/03
			08/02/07
			11/03/11
			11/07/13
			10/01/20

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