

Master Agreement Products and Services



Agreement No. _____

This Master Agreement ("**Agreement**") is between the entity shown below ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**, a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

This Agreement is the sole and entire agreement of the parties as to the subject matter of this Agreement and supersedes any previous agreements, understandings, and arrangements relating to such subject matter. Neither Party has relied on any statement, representation, or warranty not expressly stated in this Agreement. This Agreement comprises this signature page, the terms and conditions that begin on the following page, and all referenced attachments. Except for Product or Service descriptions, quantities, pricing, and delivery instructions, or as agreed in an Ordering Document signed by both parties, all terms included in any Ordering Document are void and of no effect. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by both parties.

The parties may sign this Agreement in counterparts or via electronic signatures; such execution is valid even if an original paper document bearing both parties' original signatures is not delivered. This Agreement is executed and effective as of the last date signed below.

The authorized representatives of each party accept and agree to the terms of this Agreement by signing below. The undersigned representative of Esri hereby confirms to Customer that Esri 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 representative is authorized and empowered to bind the organization to the terms of this Agreement by his or her signature thereto, and to the best of the current knowledge of the undersigned Esri representative at the time of execution of this Agreement, neither Esri, its officers or any holders of more than five percent (5%) of the voting stock of Esri have been found in violation of Florida Statute Section 287.133, concerning Criminal Activity on Addendum with Public Entities.

Customer Contact Information

Contact: Wade Wilson

Telephone: (813) 801-6041

Address: P.O. Box 22287

Fax: N/A

City, State, ZIP: Tampa, FL 33622

Email: WWilson@TampaAirport.com

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this _____ day of October 2019.

HILLSBOROUGH COUNTY AVIATION AUTHORITY

ATTEST: _____
Lesley "Les" Miller, Jr., Secretary

BY: _____
Robert I. Watkins, Chairman

Address: PO Box 22287
Tampa FL

Address PO Box 22287
: Tampa FL

WITNESS: _____
Signature

Printed Name

Approved as to form for legal sufficiency:

BY: _____
David Scott Knight, Assistant General Counsel

HILLSBOROUGH COUNTY AVIATION AUTHORITY
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of October, 2019, by Robert I. Watkins, in the capacity of Chairman of the Board of Directors, and Lesley "Les" Miller, Jr., in the capacity of Secretary of the Board of Directors, HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

Stamp or Seal of Notary

Signature of Notary

Printed Name

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

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.

Signed in the Presence of:

BY:

Witness

Signature

Title

Printed Name

Printed Name

Printed Address

Witness

City/State/Zip

Printed Name

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.

STATE OF _____

COUNTY OF _____

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

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

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

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

Stamp or Seal of Notary

Signature of Notary

Printed Name

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

Attachment A contains definitions of capitalized terms used throughout this Agreement. Each section of this Agreement may include additional definitions that are used exclusively within that section.

1.0 GENERAL GRANT OF RIGHTS AND RESTRICTIONS

1.1 Grant of Rights. In consideration of Customer's payment of all applicable fees and in accordance with this Agreement, Esri

- a. Provides Services as set forth in this Agreement;
- b. Grants to Customer a nonexclusive, nontransferable right and license or subscription to access and use Esri Offerings as set forth in the Specifications and applicable Ordering Documents; and
- c. Authorizes Customer to copy and make derivative works of the Documentation for Customer's own internal use in conjunction with Customer's authorized use of Esri Offerings. Customer will include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensors in any derivative work:

"Portions of this document include intellectual property of Esri and its licensors and are used under license. Copyright © [*Customer will insert the actual copyright date(s) from the source materials.*] Esri and its licensors. All rights reserved."

The grants of rights in this section (i) continue for the duration of the subscription or applicable Term or perpetually if no Term is applicable or identified in the Ordering Documents and (ii) are subject to additional rights and restrictions in this Agreement including Attachment B.

1.2 Consultant or Contractor Access. Customer may authorize its consultants or contractors to (i) host Esri Offerings for Customer's benefit and (ii) use Esri Offerings exclusively for Customer's benefit. Customer will be solely responsible for its consultants' and contractors' compliance with this Agreement and will ensure that each consultant or contractor discontinues use of Esri Offerings upon completion of work for Customer. Access to or use of Esri Offerings by consultants or contractors that is not exclusively for Customer's benefit is prohibited.

1.3 Reservation of Rights. All Esri Offerings are the copyrighted works of Esri or its licensors; all rights not specifically granted in this Agreement are reserved.

2.0 SOFTWARE AND ONLINE SERVICES

2.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Anonymous Users"** means all who have public access (i.e., without having to provide a Named User Credential) to any part of Customer Content or Customer's Value-Added Applications.
- b. **"App Login Credential(s)"** means a system-generated application login and associated password, provided when registering a Value-Added Application with ArcGIS Online, which when embedded in a Value-Added Application allows the Value-Added Application to access and use Online Services.
- c. **"Concurrent Use License"** means a license to install and use Software on computer(s) on a network, provided that the number of simultaneous users may not exceed the number of licenses acquired. A Concurrent Use License includes the right to run passive failover instances of Concurrent Use License management software in a separate operating system environment for temporary failover support.
- d. **"Deployment License"** means a license to incorporate ArcGIS Runtime components in Value-Added Applications and distribute Value-Added Applications to Customer's end users.
- e. **"Deployment Server License"** means a license to use Software under a Server License for all uses permitted in this Agreement and as described in the Documentation.
- f. **"Development Server License"** means a license to use Software under a Server License only to build and test Value-Added Applications as described in the Documentation.
- g. **"Development Use"** means the right to install and use Products to build and test Value-Added Applications as described in the Documentation.
- h. **"Dual Use License"** means the right to install Software on a desktop computer and use it simultaneously with either a personal digital assistant (PDA) or handheld mobile computer as long as the Software is only used by a single individual at any time.

- i. **"Failover License"** means a license to install Software on redundant systems for failover operations, but the redundantly installed Software may be operational only during the period the primary site is nonoperational. Except for system maintenance and updating of databases, the redundant Software installation(s) will remain dormant while the primary site (or any other redundant site) is operational.
- j. **"Named User(s)"** is Customer's employee, agent, consultant, or contractor to whom Customer has assigned a unique, secure login credential (identity) enabling access to a Product that requires such identity in order to access identity-managed capabilities within a Product for Customer's exclusive benefit. For educational use, Named Users may include registered students.
- k. **"Named User Credential(s)"** means an individual person's login and associated password enabling that person to access and use Products.
- l. **"Named User License"** means the right for a single Named User to use a specific Esri Offering.
- m. **"Online Services Subscription"** means a limited-term subscription conveying the right for one or more Named Users to access and use Online Services.
- n. **"Redistribution License"** means a license to reproduce and distribute Software provided that
 1. Customer reproduces and distributes the Software in its entirety;
 2. A license agreement that protects the Software to the same extent as this Agreement accompanies each copy of the Software, and the recipient agrees to the terms and conditions of the license agreement;
 3. Customer reproduces all copyright and trademark attributions and notices; and
 4. Customer does not charge a fee to others for the use of the Software.
- o. **"Server License"** means a license to install and use Software on a server computer. Server Licenses may be subject to a limited number of server cores or distributed deployment on multiple servers as described in the Ordering Documents or Documentation. If the Software description includes failover use rights, each Server License includes a Failover License.
- p. **"Service Credit(s)"** means a unit of exchange for consumption of services that can be used with an Online Services Subscription.
- q. **"Sharing Tools"** means publishing capabilities included with Online Services that allow Customer to make Customer Content and Value-Added Applications available to third parties or Anonymous Users.
- r. **"Single Use License"** means a license for a single authorized end user to install and use Software on a single computer. The single authorized end user may also install a second copy for the end user's exclusive use on a second computer as long as only 1 copy of Software is in use at any time. No other end user may use Software under the same license at the same time for any other purpose.
- s. **"Staging Server License"** means a license to use Software under a Server License to build and test Value-Added Applications and map caches; conduct user acceptance, performance, and load testing of other third-party software; stage new commercial data updates; and conduct training activities as described in the Documentation. Customer may use Value-Added Applications and map caches with Development and Deployment Server Licenses.

2.2 License and Subscription Types. Esri provides Software Products under one or more of the license or subscription types identified in the definitions above. The Documentation and Ordering Documents identify which license or subscription type(s) applies to the ordered Products.

2.3 Software Terms of Use

- a. Customer may
 1. Install, access, or store Software and Data on electronic storage device(s);
 2. Make archival copies and routine computer backups;
 3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed Customer's licensed quantity; thereafter, Customer will not use more Software in the aggregate than Customer's total licensed quantity. This concurrent use right does not apply to Software licensed for Development Use.
 4. Move Software in the licensed configuration to a replacement computer;
 5. Distribute Software and any associated Authorization Codes required for use of a Deployment License to third parties; and

6. Use server Software for Commercial ASP Use only if Customer has procured a Commercial ASP Use license or is a governmental or not-for-profit organization that operates a website or offers an Internet service on a cost-recovery basis and not for profit.
- b. Customer may customize Software using any macro or scripting language, APIs, or source or object code libraries but only to the extent that such customization is described in the Documentation.
- c. Customer may use all fonts provided with Software for any authorized use of the Software. Customer may also use Esri fonts separately to print any output created by the Software. Any use restrictions for third-party fonts included with the Software are set forth in the font file itself.
- d. Esri publishes Product-specific Software terms of use at <http://www.esri.com/legal/scope-of-use>.

2.4 Online Services Terms of Use

- a. **Online Services Descriptions.** Esri publishes Online Services Subscription-specific terms of use at <http://www.esri.com/legal/scope-of-use>. Use of Online Services is also subject to the Cloud Services terms found in [Attachment B](#).
- b. **Modifications of Online Services.** Esri may change Online Services and associated APIs at any time, subject to 30 days' notice of material changes and 90 days' notice for deprecations. If any modification, discontinuation, or deprecation of Online Services causes a material, adverse impact to Customer's operations, Esri may, at its discretion, attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Customer may cancel its subscription to Online Services, and Esri will issue a prorated refund.
- c. **Sharing Customer Content.** Sharing Customer Content using Sharing Tools enables third parties to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Customer Content through Online Services. Esri is not responsible for any loss, deletion, modification, or disclosure of Customer Content resulting from use or misuse of Sharing Tools or Online Services, Customer Content, ArcGIS Website, Documentation, or related materials. Customer's use of Sharing Tools is at Customer's sole risk.
- d. **Limits on Use of Online Services, Service Credits.** Each Online Services Subscription includes Service Credits as described in the applicable Ordering Document. Each Service Credit entitles Customer to consume a set amount of Online Services, the amount varying depending on the Online Services that Customer is using. As Customer consumes Online Services, Service Credits are automatically debited from Customer's subscription, up to the maximum number of Service Credits available. Customer may purchase additional Service Credits as needed. Esri will notify Customer's subscription account administrator when Customer's Service Credit consumption reaches approximately 75 percent of the Service Credits allocated to Customer through Customer's subscription. Esri reserves the right to suspend Customer's access to Online Services that consume Service Credits when Customer has consumed all its Service Credits. Esri will promptly restore Customer's access to its Online Services once Customer has purchased additional Service Credits.

2.5 Named User Licenses. The following terms apply to Software and Online Services for which Customer acquires Named User Licenses.

a. Named Users

1. Named User login credentials are for designated users only and may not be shared with other individuals.
2. Customer may reassign a Named User License to another user if the former user no longer requires access to the Software or Online Services.
3. Customer may not add third parties as Named Users, other than third parties included within the definition of Named Users.

b. Value-Added Applications

1. Customer is responsible for the development, operation, and technical support of Customer Content and Value-Added Applications.
2. Customer may not embed a Named User Credential into Value-Added Applications. Value-Added Applications that enable access to Customer's private data or content must require individual users to log in to the application(s) with their unique Named User login credentials.

3. Customer may embed an App Login Credential into Value-Added Applications that provide access by Anonymous Users to services, content, or data that has been published for shared access by Anonymous Users through the use of Sharing Tools included with Customer's authorized use of Software or Online Services.
 4. Customer may not embed an App Login Credential into Value-Added Applications that enables access to Customer's private data or content. Value-Added Applications that enable access to Customer's private data or content must require individual users to log in to the application(s) with their unique Named User login credentials.
 5. Customer may not provide a third party, other than third parties included within the definition of Named Users, with access to Software or Online Services, other than through Customer's Value-Added Application(s).
 6. Customer may transfer Value-Added Applications to any third party for use in conjunction with the third party's own Software license or Online Services Subscription.
- c. **Anonymous Users.** Anonymous Users may only access Software or Online Services through Value-Added Applications that provide access to services, content, or data that has been published for shared access through the use of Sharing Tools included with Customer's authorized use of Software or Online Services.

2.6 Limited-Use Programs

- a. **Trial, Evaluation, and Beta Programs.** Products acquired under a trial, evaluation, or Beta program are licensed for evaluation and testing purposes only and not for commercial use. Any such use is at Customer's own risk, and the Products do not qualify for Maintenance. If Customer does not convert to a purchased license or subscription prior to the expiration of the trial, evaluation, or Beta license, Customer may lose any Customer Content and customizations made during the license term. If Customer does not wish to purchase a license or subscription, Customer should export such Customer Content before the license expires.
- b. **Educational Programs.** Customer agrees to use Products provided under an educational program solely for educational purposes during the educational use Term. Customer shall not use Products for any Administrative Use unless Customer has acquired an Administrative Use license. "Administrative Use" means administrative activities that are not directly related to instruction or education, such as asset mapping, facilities management, demographic analysis, routing, campus safety, and accessibility analysis. Customer shall not use Products for revenue-generating or for-profit purposes.
- c. **Grant Programs.** Customer may use Products provided under a grant program for noncommercial purposes only. Except for cost recovery of using and operating the Products, Customer shall not use Products for revenue-generating or for-profit purposes.
- d. **Other Esri Limited-Use Programs.** If Customer acquires Products under any limited-use program not listed above, Customer's use of the Products may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the nonconflicting terms of this Agreement.

3.0 DATA

3.1 Definitions. The following definitions supplement the definitions provided in [Attachment A](#):

- a. **"Business Listing Data"** means any dataset that includes a list of businesses and may include other associated business attributes.
- b. **"Esri Content Package(s)"** means a digital file containing ArcGIS Online basemap content (e.g., raster map tiles, images, vector data) extracted from the ArcGIS Online basemap services.
- c. **"Street Data"** means Data that includes or depicts information about roads, streets, and related features.

3.2 Permitted Uses

- a. Unless otherwise authorized in writing, Customer may only use Data with the Products for which Esri has provided the Data.
- b. Customer may include representations of Data in hard-copy or static, electronic format (e.g., PDF, GIF, JPEG, HTML); in ArcGIS Web Maps; or in Esri Story Maps apps for the purposes of visualizing Data (including basic interactions such as panning, zooming, and identifying map features with simple pop-ups) for use in

presentation packages, marketing studies, or other reports or documents containing map images or data summaries derived from the use of Esri Products to third parties subject to restrictions set forth in this Agreement, provided that Customer affixes an attribution statement to the Data representations acknowledging Esri or its applicable licensor(s) as the source of the portion(s) of the Data used for the Data representation.

- c. Customer may take ArcGIS Online basemaps offline through Esri Content Packages and subsequently deliver (transfer) them to any device for use with licensed ArcGIS Runtime applications and ArcGIS Desktop. Customer may not otherwise scrape, download, or store Data.
- d. Esri does not acquire any rights in Customer Content under this Agreement.

3.3 Use Restrictions

- a. Customer may not act directly or authorize its customers to cobrand Data, use Data in any unauthorized service or product, or offer Data through or on behalf of any third party.
- b. Customer may not use or allow third parties to use Data, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party.
- c. *Business Listing Data*. Unless authorized in writing, Customer may not use Business Listing Data for any direct marketing purposes, resale publication, or distribution to any third party as part of any mailing list, directory, classified advertising, or other compilation of information.
- d. *Street Data*. Customer may use Street Data for mapping, geocoding, routing, and transportation network analysis purposes. Unless otherwise authorized in writing, Customer may not use Street Data for
 - 1. Real-time navigational guidance, including alerting a user about upcoming maneuvers, such as warning of an upcoming turn or calculating an alternate route if a turn is missed;
 - 2. Synchronized multivehicle routing; or
 - 3. Synchronized route optimization.
- e. *Business Analyst Data*. Customer may cache Data provided with ArcGIS Business Analyst Mobile App on a mobile device for use in conjunction with its use of ArcGIS Business Analyst Server. Customer may not otherwise cache or download such Data.
- f. *Partial Dataset Licenses*: If Customer orders a subset of a dataset (e.g., a country, region, state, or local portion of a global database), Customer may use only the licensed subset, not any other portion of the full dataset.
- g. *Esri MapStudio Data*. Customer may create, publicly display, and distribute maps in hard-copy or static electronic format for news-reporting purposes only.
- h. *Michael Bauer Research International Boundaries Data ("MBR Data")*. Customer's right to use data downloaded to Customer's premises (e.g., MBR Data stored in ArcGIS Enterprise, ArcGIS Desktop) terminates 2 years after download.

3.4 Supplemental Terms and Conditions for Data. Certain Data licensors require Esri to flow down additional attribution requirements and terms of use to Customer. These terms supplement and amend the terms of this Agreement and are available at www.esri.com/legal/third-party-data.

4.0 MAINTENANCE

4.1 US Customers. Esri will provide Maintenance for Software and Online Services in accordance with the Esri Maintenance and Support Program and this Agreement if Customer is in the United States.

4.2 Customers outside the United States. Customer may obtain maintenance services from their local Esri distributor under the distributor's own standard support policy.

5.0 PROFESSIONAL SERVICES

5.1 Definitions. The following definitions supplement the definitions provided in [Attachment A](#):

- a. **"Invention(s)"** means a patentable invention, discovery, innovation, or improvement, excluding Deliverables, relating to the subject matter of a Task Order.

- b. **"Inventor(s)"** means a party's principal, employee, consultant, or independent contractor that solely or jointly develops Inventions during Esri's performance under a Task Order.
- c. **"Professional Service Package(s)"** means a predefined unit of Professional Services, including travel-related expenses, provided at a firm fixed price.

5.2 Permitted Uses. Customer may use, copy, and modify Deliverables solely in conjunction with Customer's authorized use of Products.

5.3 Task Orders and Project Schedule

- a. Prior to the onset of any Professional Services to be performed, Esri and Customer will outline as shown in Attachment C, Task Order:
 - 1. For Fixed Firm Price Task Orders:
 - each task involved
 - establish a schedule for completing each task,
 - 2. For Time and Materials Task Orders:
 - Detail the associated costs
 - the labor category of Esri's Personnel that will be assigned to the task in a work plan.

The Task Order schedule may go beyond the termination date of this Agreement if necessary to complete the Task Order tasks. Esri will use reasonable efforts to ensure that each task in the Task Order is completed on budget and on time according to the agreed upon work schedule.

- b. Esri will only begin Professional Services upon execution of the Task Order by Esri and Customer. All such Professional Services will be executed under the applicable conditions of this Agreement. No Professional Services will be paid for unless authorized by written Task Order prior to the performance of such Professional Services.
- c. Upon agreement between Customer and Esri to the Professional Services of the Task Order, both Parties will execute the Task Order and Customer will issue a Purchase Order to Esri to perform the specific items agreed to under the Task Order. The Customer's Vice President of Information Technology Services or designee will have the authority to execute any Task Order on behalf of the Customer consistent with the terms of this Agreement. No Professional Services will be initiated by Esri until Esri receives the Purchase Order which will include the final agreed upon Task Order.
- d. Task Orders may have the format shown in Attachment C or any other agreed-upon format.
- e. Each party will identify, in writing, the project manager who is responsible for Professional Services and Deliverables described in Task Orders. By written notice to the other party's technical administrator, either party may replace the project manager at any time with a similarly qualified person.
- f. Other than pricing and descriptions of Professional Services to be performed, terms and conditions in a Task Order are not binding unless both parties have signed the Task Order. The terms of a signed Task Order take precedence over conflicting terms in this Agreement.
- g. Attachment F applies to this Section 5.0.

5.4 Ownership of Deliverables and Inventions

- a. Esri or its licensors own and retain ownership of Deliverables.
- b. Each party will retain title to any Inventions made or conceived solely by its Inventors during the term of this Agreement, including, but not limited to, such Inventions that Esri's Inventors solely make or conceive while providing technical assistance pursuant to this Agreement. The parties will jointly own any Inventions made or conceived jointly by Inventors from both parties.
- c. The parties will negotiate in good faith and cooperate reasonably in (i) deciding whether or not to seek or maintain, or to continue to seek or maintain, patent protection in any country on any Invention and the extent and scope of such protection and (ii) protecting and enforcing any patents issued on such Invention.

5.5 Acceptance

- a. **For Firm Fixed Price Task Orders.** Customer will complete its acceptance review within 10 working days of receiving each Deliverable and classify the Deliverables as follows:
1. "DELIVERABLE ACCEPTED" means a Deliverable conforming to the applicable Task Order with no more than minor nonconformities.
 2. "DELIVERABLE ACCEPTED WITH REWORK" means a Deliverable substantially conforming to the applicable Task Order but having a significant number of identified nonconformities and accepted subject to rework by Esri. Esri will rework the Deliverable for the identified nonconformities and resubmit it within 30 days. Customer will rerun its acceptance review for the nonconformities detected in the initial review within 10 working days of such resubmission and will reclassify the Deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.
 3. "DELIVERABLE REJECTED" means a Deliverable that fails to substantially conform to applicable Task Order(s). Esri will rework the Deliverable and resubmit it to Customer within 30 days, at which time Customer will have 10 working days to rerun its acceptance review and reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.

Customer may not use any Deliverable in its business operations before acceptance as described in a.1 or a.2. If Customer does not notify Esri in writing within 10 working days after delivery that it has classified the Deliverable as ACCEPTED WITH REWORK or REJECTED in accordance with a.2 or a.3, or if Customer uses the Deliverable in its business operations, the Deliverable will be deemed, as of the first of either of these events to occur, to have been accepted.

- b. **For Task Orders with Professional Service Packages.** Professional Services that Esri performs under Professional Service Packages will be deemed accepted unless Customer notifies Esri within 10 days after performance. Customer may purchase additional Professional Service Packages as needed to complete Customer's work requirements.
- c. **For Time and Materials Task Orders.** Professional Services are provided strictly on a time and materials basis subject to the Task Order not-to-exceed funding limit. The Professional Services provided will be deemed accepted and in compliance with the professional and technical standards of the software industry unless Customer notifies Esri within 10 days after performance. Deliverables produced under a time and materials Task Order will not be subject to acceptance testing.

5.6 Warranty for Deliverables. Esri warrants to Customer that firm fixed price Deliverables materially comply with Specifications for a period of 90 days from acceptance, subject to the limitations and disclaimers of liability set forth in the "Limited Warranties and Disclaimers" section of [Attachment B](#).

5.7 Changes. The parties may make changes within the general scope of a Task Order by mutual agreement. To document any agreed-to scope changes within the general scope of the Task Order that affects the cost or time required to provide a Deliverable, the parties will jointly sign a written amendment to the Task Order that includes an equitable adjustment in the price, schedule, or both.

5.8 Customer Termination for Convenience. Customer may terminate any Task Order at any time upon 30 days' written notice to Esri and upon payment to Esri of all amounts due to date pursuant to this Agreement, including reasonable expenses incurred as a direct result of the termination and the pro rata contract price for the Task Orders affected.

5.9 Payment; Invoices

- a. **For Firm Fixed Price Task Orders.** Unless otherwise specified in a Task Order, Esri will prepare and submit monthly invoices based on the percentage of completion for each Deliverable as of the end of the preceding month. Upon acceptance of all Deliverables under a Task Order, the unpaid balance of the total Task Order value is due.
- b. **For Professional Service Packages.** Esri will submit an invoice for Professional Service Packages on receipt of an agreed-upon Task Order. Esri may, at its sole discretion, stop work to avoid exceeding the total labor

hours or number of days allotted in the applicable Professional Service Package description set forth in the applicable scope of work. Professional Service Packages expire if not used within 12 months of the Esri invoice date.

c. For Time and Materials Task Orders

1. Esri will submit to Customer written monthly invoices to the Customer address provided in the Task Order. The invoices will include the payment due for work performed, including travel time, and any other direct costs (ODCs) incurred as authorized under a Task Order. The amount invoiced for labor will be equal to the number of hours expended during the previous month, multiplied by the applicable labor rates. Esri will invoice pre-approved travel related expenses on a per diem basis in accordance with Customer Policy P412, Travel and Business Development Expenses as shown in Attachment E. Esri and Customer may include hourly labor rates in this Agreement; if the parties elect to do so, Attachment D will identify the hourly labor rates for each labor category. Esri may change hourly labor rates for Services; any increase in the first 5 years will not exceed 5 percent per year. Esri will invoice ODCs, per Attachment E, including travel-related expenses incurred.
2. Esri may reallocate the budget between activities, labor categories, and ODCs as necessary to facilitate the work effort, provided the overall price is not exceeded. If Esri reaches the funded not-to-exceed Task Order value and the activities are not completed, Customer may increase the order funding to allow additional work to be performed, or Esri may stop work without further obligation or liability.

5.10 System and Data Access. Each Task Order will specify any requirement for Customer to give Esri personnel access to Customer's systems or data.

6.0 ESRI MANAGED CLOUD SERVICES

6.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"EMCS Environment"** means the hardware, Software, Data, and network platform that Esri or its third-party supplier provides as part of Esri Managed Cloud Services (EMCS).
- b. **"Hosting"** means the business of housing and making accessible Customer Content via the Internet.

6.2 Provision of EMCS

- a. **General Terms.** Use of EMCS is subject to the Cloud Services terms found in Attachment B of this Agreement.
- b. **Requirements Planning.** It is Customer's responsibility to plan for and address with Esri changes to Customer's requirements, such as the need for additional capacity, the update of an application or dataset, or increased level of system availability.
- c. **Compensation and Expenses.** Esri will invoice Customer for the one-time setup fee upon Task Order execution. Thereafter, Esri will invoice Customer monthly for the EMCS to be provided the following month. Customer will pay invoices within 30 days of receipt. Customer is responsible for any shipping or temporary storage costs incurred during the delivery of Customer Content to Esri or removal of Customer Content from the EMCS Environment. This paragraph does not apply to EMCS provided under the Advantage Program (see the section entitled "Advantage Program" in this Agreement).
- d. **Risk of Loss.** Risk of loss for all Customer Content shall at all times remain with Customer, and it is Customer's sole responsibility to maintain regular backups of Customer Content. Risk of loss for the EMCS Environment shall at all times remain with Esri.
- e. **Personally Identifiable Information.** Prior to providing any Customer Content under this Agreement, Customer shall notify Esri if Customer Content includes personally identifiable information.
- f. **Public Software.** Customer may not use, and may not authorize its end users or contractors to combine or use any Esri Offerings with any software (including any underlying dependencies), documentation, or other material distributed under an open source or other similar licensing or distribution model that requires as a condition of such model that any component of the Esri Offering to be (1) disclosed or distributed in source code form, (2) made available free of charge to third parties, or (3) modifiable without restriction by third parties.
- g. **Monitoring.** Customer will provide information and other materials related to its Customer Content as reasonably requested by Esri or its Hosting partner to verify Esri's or Customer's compliance with this

Agreement. Esri or its Hosting partner, as applicable, may browse, index, or otherwise monitor the external interfaces of any Customer Content solely for the purpose of verifying compliance with this Agreement.

7.0 TRAINING

7.1 Definitions. The following definitions supplement the definitions provided in [Attachment A](#):

- a. **"Customer-Supplied Training Data"** means any digital dataset(s) including, but not limited to, geographic vector data, coordinates, raster data reports, or associated tabular attributes supplied by Customer for use in training.
- b. **"Esri Mobile Lab"** means a service in which Esri will deliver and set up a training environment at the Customer's site for use in conjunction with scheduled Esri Training Events only. The Esri Mobile Lab will include certain hardware, software, power cords, and network switches necessary for the instructor to set up the environment.
- c. **"Esri Training Event(s)"** means an Esri site class, Esri instructor-led online class, a Customer site/private class, workshop, or coaching services.
- d. **"Esri Training Event Assistant"** means Customer's primary Esri liaison in organizing private Esri Training Events.
- e. **"Student(s)"** means a Customer employee or agent who is a registered participant in a specific Esri Training Event or Training-related services. If Customer is an individual, then Student means Customer.
- f. **"Training Pass"** means a nonrefundable, nontransferable block of prepaid training days with a fixed price per day training price throughout the Term of the Training Pass.

7.2 Permitted and Prohibited Uses

- a. Esri provides Training Materials for Training purposes only and for the exclusive use of the Student who attends the Training course for which the Training Materials are provided.
- b. Customer may reproduce copies of Training Materials for registered Students.
- c. Customer may not and may not permit any Student to (i) separate the component parts of Training Materials for any use or (ii) use audio or video recording equipment during an Esri Training Event.
- d. Esri may issue temporary Product authorizations if Customer has an insufficient number of Products available for Training. Customer may use such Products as Training Materials under the terms of this Agreement. Customer will uninstall all deployed Products and return any media provided by Esri upon conclusion of the Esri Training Event.
- e. Customer will retain ownership of any Customer-Supplied Training Data.

7.3 Esri's Responsibilities

Esri will

- a. Provide an instructor qualified to conduct Training;
- b. Provide all necessary Training Materials for Student; and
- c. Confirm Esri Training Events approximately 10 business days prior to the scheduled start date. Esri will only confirm Student registrations that include a payment method. Registrations without a confirmed payment method are placed on the reservation waiting list. All reservations on the waiting list are subject to availability. Customer site/Private class and coaching services confirmation is also dependent on receipt of the completed Customer site training request form.

7.4 Customer's Responsibilities

Customer will

- a. Ensure that all Students have received confirmation from Esri to participate in an Esri Training Event. Esri reserves the right to disconnect any Student who permits unregistered student access to an online classroom Esri Training Event. In such case, the full Esri Training Event fee will be invoiced and payable;
- b. Ensure that all Students meet the minimum prerequisites for the applicable Esri Training Event as listed on Esri's training website;

- c. Submit Student registrations in Esri site classes with payment method information at least 15 business days before the scheduled start date;
- d. Provide the Esri Training Event Assistant with a list of names and email addresses of any Students who are to attend an Esri Training Event at least 3 business days before the scheduled start date, for compliance with the US embargoed country lists and the various US Government Lists of Parties of Concern or Specially Designated Nationals lists;
- e. For classes held at the Customer-designated facility, complete a client-site training request form; consult with Esri personnel to determine classroom, computer, and network requirements; and provide all such required classrooms, computers, and network access;
- f. Ensure that Student use of Training Materials provided by Esri complies with the terms of this Agreement; and
- g. Assume full liability and responsibility for Student attending Training course(s) under this Agreement.
- h. If the Esri Mobile Lab is used, Customer will
 1. Take delivery of the Esri Mobile Lab from the shipping agent, and keep it in a secure, locked area at all times;
 2. Immediately report any previously damaged Esri Mobile Lab equipment to the Esri Training Event Assistant upon receipt of the shipment; and
 3. Be financially responsible for loss of, damage to, or theft of Esri Mobile Lab equipment while in Customer's possession.

7.5 Student Registration and Training Event Change Policy

- a. Customer will provide advance written notice to Esri Customer Service at service@esri.com to reschedule or cancel any Esri Training Event or to substitute a student in a scheduled Esri Training Event.
- b. A replacement Student must be from the same Customer organization as the Student being replaced.
- c. If Customer reschedules an Esri Training Event three or fewer days before the scheduled start date, Esri will charge Customer 50 percent of the fee plus the cost of the rescheduled Esri Training Event.
- d. If Customer (i) cancels an Esri Training Event 3 or fewer days before the scheduled start date without concurrently rescheduling or (ii) is absent without notice from the Esri Training Event, Customer will be liable for the full Esri Training Event fee.
- e. If cancellation of an Esri Training Event is necessary due to causes beyond the party's reasonable control, the affected party may reschedule or cancel the Esri Training Event without incurring any liability.
- f. *Termination of Agreement.* Students who are currently registered for an Esri Training Event as of the date of termination of this Agreement may attend the scheduled Esri Training Event, subject to the terms and conditions of this Agreement.

7.6 Invoicing; Prepaid Fees

- a. Esri will invoice Customer upon completion of the Esri Training Event or on purchase of a Training Pass. On Customer request, Esri will invoice in advance for an Esri Training Event.
- b. If Customer is invoiced and pays that invoice prior to the scheduled Esri Training Event, then Customer has 1 year from the date of the invoice to consume Training days. For a multiyear order, Training days must be consumed by the end date specified on the Esri quotation. Thereafter, all prepaid fees are forfeited.
- c. Training Pass redemption rates are described at <https://www.esri.com/training/training-for-organizations/>.

This paragraph does not apply to Training provided under the Advantage Program.

8.0 ADVANTAGE PROGRAM

8.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Activity Description"** means a mutually agreed upon written statement that confirms the number of Learning and Services Credits that Esri estimates is required to perform an activity and authorizes Esri to begin work based on such estimate. The Activity Description serves as the Task Order for Services provided under the Advantage Program.
- b. **"Advantage Program"** means either the BPAP or the EEAP.

- c. **"Authorized Contact"** means Customer's point of contact for the Advantage Program identified below.
- d. **"BPAP"** means the Business Partner Advantage Program as described at www.esri.com/partners/bpap/components.
- e. **"EEAP"** means the Esri Enterprise Advantage Program as described at www.esri.com/services/eeap/components.
- f. **"Learning and Services Credits"** means a contracted unit of exchange that Customer may use to acquire Professional Services, Training, PSS, EMCS, or related travel expenses as described below.
- g. **"Premium Support Services"** or **"PSS"** means a prioritized incident management and technical support program further described at <http://support.esri.com/en/support/premium>.
- h. **"Technical Advisor"** means an Esri consultant assigned to work with Customer to provide Professional Services comprising advising Customer on GIS strategies, facilitating annual account planning, and developing and coordinating a collaborative technical work plan under the Advantage Program.

8.2 Advantage Program Description. The Advantage Program is provided on an order-by-order, annual subscription basis allowing access to Professional Services, Training, PSS, and EMCS offerings that provide Customer with the flexibility to select the offerings that best meet its needs with guidance from Technical Advisor. The Advantage Program may change from time to time. The Advantage Program includes the following:

- a. **Technical Advisor.** Customer will receive up to the number of Technical Advisor hours ordered. Customer may elect to retain additional Technical Advisor hours for a supplemental price.
- b. **Annual Account Planning Session.** A 1-day annual account planning and review meeting is included.
- c. **Technical Work Plan.** A collaboratively developed document is designed to drive the program's implementation through definition of Customer's GIS vision, goals, and objectives.
- d. **Learning and Services Credits.** Customer will receive the number of Learning and Services Credits ordered. Customer may use the credits toward any combination of Professional Services, Training, PSS, EMCS, or related travel expenses. Customer may order, for an additional price, additional Learning and Services Credits. Learning and Services Credits may be exchanged as described at the BPAP or EEAP website. Esri will provide a monthly report outlining usage of Learning and Services Credits to date to the Authorized Contact.
- e. **Quarterly Technology Webcast.** Esri will provide an email invitation to the Authorized Contact for a quarterly webcast presenting business and technical information related to enterprise GIS.
- f. **No Project Services.** The Advantage Program is not designed for Esri to provide project-specific Professional Services such as custom application or database development for solutions or applications. Esri will not provide these types of Professional Services under the Advantage Program and does not warrant that Deliverables provided under an Advantage Program will comply with Specifications.

8.3 Authorized Contact Information. Customer identifies the following person as its initial Authorized Contact.

(to be completed by Customer):

Contact Name: Wade Wilson
 Telephone: (813) 801-6041
 Address: P.O. Box 22287
 City, State, ZIP: Tampa, FL 33622
 Email: WWilson@TampaAirport.com
 Fax: N/A

8.4 Current on Maintenance. Customer must remain current on standard Software Maintenance during the Advantage Program term.

8.5 Authorization of Learning and Services Credits Use. Customer will contact its account manager or Technical Advisor to consume Learning and Services Credits for a particular request. Esri will submit an Activity Description by email to Customer for confirmation and authorization to use Learning and Services Credits. Customer may authorize the consumption of Learning and Services Credits by submitting an email. Esri will begin work and deduct the estimated credit amount stated in the Activity Description from the unused Learning and Services Credits available.

8.6 Activity Descriptions for EMCS. The Activity Description for EMCS orders must include the following:

- a. **The EMCS Term**—The time period in which Esri provides the EMCS to Customer. The EMCS term does not begin until setup and deployment of the data and application are complete.
- b. **Targeted System Availability**—The minimum percentage of time that Customer has external access to the application and associated Customer Content through the Internet. Examples of supported levels of system availability are 95 percent, 99 percent, and 99.9 percent. Not all EMCS offerings include a Targeted System Availability.
- c. **Number of Anticipated Requests**—A The number of requests made by an end user through a client (e.g., desktop computer, web application, mobile device) and sent to a server(s) that is set up in the EMCS Environment by Esri and performs computational tasks on behalf of the end user. An example of a common request used in a GIS is a map request. A map request is made every time a user pans, zooms, or queries a map service.
- d. **Amount of Data Storage**—The storage capacity required to retain digital data, which is to be used and consumed in Customer GIS applications or Cloud Services.
- e. **Learning and Services Credits Consumption**—The price for the EMCS in Learning and Services Credits.

The Data storage location may be defined in the Activity Description.

8.7 Travel and Per Diem Expenses. Any Esri travel and per diem expenses will be quoted separately and preapproved by Customer. Travel expenses will be in accordance with Attachment E. Customer will use Learning and Services Credits for travel and per diem expenses.

8.8 Notification of Consumed Credits. Esri will notify Customer if the authorized Learning and Services Credits are consumed prior to completion of the requested work. Customer may elect to direct the use of additional Learning and Services Credits, if available; procure additional Learning and Services Credits; or notify Esri to stop work on such requested work. Esri reserves the right to stop work if Customer has consumed all its Learning and Services Credits.

8.9 Review of Proposed Activities. Any activities proposed to be completed under the Advantage Program will be subject to Esri's review and approval to ensure alignment with the intent of the program.

8.10 Invoicing

- a. Esri shall invoice Customer as quoted for the Advantage Program subscription, additional Learning and Services Credits, or Technical Advisor services upon receipt of Customer's order. Subsequently, Esri will invoice annually at least 30 days in advance of the Advantage Program subscription expiration date. Esri will extend the Advantage Program subscription for a subsequent annual term upon receipt of Customer's payment of the renewal invoice. Esri will invoice fees for additional Learning and Services Credits or Technical Advisor services upon receipt of Customer's order.
- b. Pricing for program renewals and new or additional Services will be in accordance with Esri's standard pricing at the time of purchase or renewal.

8.11 Termination and Expiration. Upon termination or expiration of an Advantage Program subscription:

- a. Services will end as of the expiration or termination date stated; and
- b. Unless either party terminates the Advantage Program subscription for cause, Customer may apply any unused Learning and Services Credits toward any Professional Services, Training, PSS, or related travel expenses that are scheduled as of the termination or expiration date, provided that the Learning and Services Credits are used within 3 months after the termination or expiration date. Any other unused Learning and Services Credits will expire 30 days after the expiration or termination date; if Customer renews the Advantage Program subscription within this time period, any unused Learning and Services Credits will remain valid for up to 2 years from the purchase date or termination of this Agreement, whichever comes first.

ATTACHMENT A GLOSSARY OF TERMS

The following glossary of terms applies to all Esri Offerings and Services that Esri may provide to its customers. Certain Esri Offerings or Services may not be within the scope of this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

"Affiliate" means any entity that directly or indirectly (i) Controls; (ii) is Controlled by; or (iii) is under common Control with a party, where "Control" means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

"API" means application programming interface.

"ArcGIS Website" means www.arcgis.com and any related or successor websites.

"Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, user name and password, or other mechanism required for use of Esri Offerings.

"Beta" means any alpha, beta, or other prerelease version of a Product.

"Cloud Services" means Online Services and EMCS.

"Commercial ASP Use" means use as a commercial application service provider, that is, to generate revenue by providing access to Software or Online Services through a Value-Added Application, for example, by charging a subscription fee, service fee, or any other form of transaction fee or by generating more than incidental advertising revenue.

"Content" means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, graphics components, icons, software, and other resources.

"Control" means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

"Customer Content" means any Content that Customer provides, uses, or develops in connection with Customer's use of Esri Offerings or Services, including Value-Added Applications. Customer Content excludes any feedback, suggestions, or requests for improvements that Customer provides to Esri.

"Data" means any commercially available digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes that Esri bundles with other Esri Offerings or delivers independently.

"Deliverables" means anything that Esri delivers to Customer as a result of performance of Professional Services.

"Documentation" means all user reference documentation that Esri provides with a Deliverable or an Esri Offering.

"Esri Managed Cloud Services" or **"EMCS"** means a Customer-specific cloud infrastructure, Software, Data, and network platform that Esri hosts, manages, and makes available to Customer or Customer's end users via the Internet.

"Esri Offering(s)" means any Product or Documentation. If Esri provides Training or Professional Services directly to Customer, then Esri Offerings also include Deliverables and Training Materials. Esri Offerings exclude Services and Third-Party Content.

"GIS" means geographic information system.

"Maintenance" means a subscription program that Esri provides and that entitles Customer to Product updates and other benefits such as access to technical support and self-paced, web-based learning resources.

"Malicious Code" means software viruses; worms; time bombs; Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.

"Online Services" means any commercially available, Internet-based geospatial system that Esri provides, including applications and associated APIs for storing, managing, publishing, and using maps, data, and other information. Online Services exclude Data and Content.

"Ordering Document(s)" means a sales quotation, Maintenance renewal quote, purchase order, proposal, Task Order, or other document identifying Esri Offerings, updates, or Services that Customer orders.

"Perpetual License" means a license to use a version of the Esri Offering for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Customer as authorized under this Agreement.

"Product(s)" means Software, Data, and Online Services.

"Professional Services" means any development or consulting services that Esri provides to Customer.

"Sample(s)" means sample code, sample applications, add-ons, or sample extensions of Products.

"Service(s)" means Maintenance. If Esri provides EMCS, Training, or Professional Services directly to Customer, then Services also include EMCS, Training, and Professional Services.

"Software" means any proprietary commercial off-the-shelf software, excluding Data, accessed or downloaded from an Esri-authorized website or that Esri delivers on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.

"Specification(s)" means (i) the Documentation for Software and Online Services, (ii) the scope of work set forth in any Task Order, or (iii) Esri's published course descriptions for Training.

"Task Order(s)" means an Ordering Document for Services.

"Term License" means a license for use of an Esri Offering for a limited time period ("**Term**").

"Third-Party Content" means any Content that Customer may obtain from a third-party website or that persons other than Esri employees, suppliers, or contractors may directly contribute to Esri's website.

"Training" means (i) Product training or (ii) related training that Esri provides under this Agreement.

"Training Materials" means digital or printed content required to complete Training, which may include, but is not limited to, workbooks, data, concepts, exercises, assessments, and exams.

"Value-Added Application(s)" means an application developed by Customer for use in conjunction with the authorized use of any Software, Data, or Online Services.

ATTACHMENT B GENERAL TERMS AND CONDITIONS

The following general terms and conditions apply to all Esri Offerings and Services that Esri may offer to its customers. Certain Esri Offerings or Services may not be available under this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

ARTICLE 1—GENERAL USE RESTRICTIONS

Except as expressly permitted in this Agreement, Customer will not

- a. Sell, rent, lease, sublicense, distribute, lend, time-share, or assign Services or Esri Offerings;
- b. Distribute or provide direct access to Services or Esri Offerings to third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs;
- c. Distribute Authorization Codes to third parties;
- d. Reverse engineer, decompile, or disassemble any Product or Deliverable delivered in compiled form;
- e. Make any attempt to circumvent the technological measure(s) that controls access to or use of Esri Offerings;
- f. Store, cache, use, upload, distribute, or sublicense Content or otherwise use Esri Offerings in violation of Esri's or a third-party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, export laws, or any other applicable law or regulation;
- g. Remove or obscure any Esri or its licensors' patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to any Esri Offerings, output, metadata file, or online or hard-copy attribution page of any Data or Documentation;
- h. Unbundle or independently use individual or component parts of Esri Offerings;
- i. Incorporate any portion of Esri Offerings into a product or service for third-party use that competes with the Esri Offerings;
- j. Publish or in any other way communicate the results of benchmark tests run on Beta Products without the prior written permission of Esri and its licensors; or
- k. Use, incorporate, modify, distribute, provide access to, or combine any Esri Offerings in a manner that would subject any Esri Offering to open-source or open-database license terms that require any part of the Esri Offering to be
 1. Disclosed in source code form to third parties;
 2. Licensed to third parties for the purpose of making derivative works; or
 3. Redistributable to third parties at no charge.

These restrictions will not apply to the extent that they conflict with applicable law or regulation.

ARTICLE 2—TERM AND TERMINATION

2.1 The initial term of this Agreement commences on October 3, 2019 and will continue through October 2, 2022 unless terminated earlier as provided herein ("Initial Term"). This Agreement may be renewed for one (1), three (3) year period at the discretion of the Customer's Chief Executive Officer and Esri. Such renewal will be effective by issuance of a written Amendment to the Agreement that is executed by both Esri and Customer's Chief Executive Officer. If all such renewals are exercised, this Agreement will have a final termination date of October 2, 2025. Customer may terminate this Agreement or any Esri Offerings license or subscription at any time upon written notice to Esri. Termination without cause does not entitle Customer to receive any refund of fees paid. Any right to terminate pending Services engagements for convenience is set forth in the applicable section in the body of this Agreement. Either party may terminate this Agreement or any license or subscription for a material breach that is not cured within 30 days of written notice to the breaching party. Upon any termination of this Agreement for breach, Esri will stop providing Services. Any licenses in Esri Offerings that survive termination of this Agreement continue under the terms of this Agreement.

2.2 If Esri terminates this Agreement following Customer's breach, then Esri may also, at its election, terminate Customer's licenses or subscriptions to Esri Offerings. If Customer terminates this Agreement for cause or

convenience, then Customer may, at its election, also terminate Customer's licenses or subscriptions to Esri Offerings.

2.3 Upon any termination or expiration of a license or subscription, Customer will

- a. Stop accessing and using the terminated or expired Esri Offerings;
- b. Clear any client-side data cache derived from the terminated or expired Cloud Services; and
- c. Stop using and uninstall, remove, and destroy all copies of the terminated or expired Esri Offerings in Customer's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri or its authorized distributor.

Esri may stop performing Services immediately upon written notice to Customer if a bankruptcy or insolvency proceeding is commenced by or against Customer until the trustee cures any existing defaults and provides adequate assurance of future performance under this Agreement. This Agreement terminates upon the insolvency, liquidation, or dissolution of either party.

ARTICLE 3—LIMITED WARRANTIES AND DISCLAIMERS

3.1 Limited Warranties. Except as disclaimed below, Esri warrants to Customer that (i) Products and Training will substantially comply with the applicable Specifications and (ii) Services will substantially conform to the professional and technical standards of the industry. The warranty period for Esri Offerings offered under a Perpetual License and for Services runs for 90 days from the date of delivery or from the date of acceptance if this Agreement provides an acceptance period. The warranty period for Esri Offerings offered under a subscription or Term License basis runs for the lesser of (i) the duration of the subscription or term or (ii) 90 days from delivery or acceptance if this Agreement provides an acceptance period.

3.2 Special Disclaimer. Third-Party Content; Data; Samples; hot fixes; patches; updates; Online Services provided at no charge; and trial, evaluation, and Beta Products are delivered "as is" and without warranty of any kind.

3.3 General Disclaimer. Except for the express limited warranties set forth in this Agreement, Esri disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, and noninfringement of intellectual property rights. Esri is not responsible for any nonconformities caused by Customer's modification of any Esri Offering other than as specified in the Documentation. Esri does not warrant that Esri Offerings, or Customer's operation of the same, will be uninterrupted, error free, fault tolerant, or fail-safe or that all nonconformities can or will be corrected. Esri Offerings are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property or environmental damage. Customer should not follow any navigational route suggestions that appear to be hazardous, unsafe, or illegal. Any such uses will be at Customer's own risk and cost.

3.4 Disclaimers

- a. **Internet Disclaimer.** Neither party will be liable for damages under any theory of law related to the performance or discontinuance of operation of the Internet or to regulation of the Internet that might restrict or prohibit the operation of Cloud Services.
- b. **Third-Party Websites; Third-Party Content.** Esri is not responsible for any third-party website or Third-Party Content that appears in or is referenced by Esri Offerings or Esri websites, including www.esri.com and www.arcgis.com. Providing links to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

3.5 Exclusive Remedy. Customer's exclusive remedy and Esri's entire liability for breach of the limited warranties in this section will be to replace any defective media and to (i) repair, correct, or provide a workaround for the applicable Esri Offering or Services or (ii) at Esri's election, terminate Customer's right to use and refund the fees paid for Esri Offerings or Services that do not meet Esri's limited warranties.

ARTICLE 4—LIMITATION OF LIABILITY

4.1 Disclaimer of Liability. Neither Customer, Esri, nor any Esri distributor or licensor will be liable for any indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of goodwill; costs of procurement of substitute goods or services; or damages exceeding the applicable license fees, or current subscription fees, or Services fees paid or owed to Esri for the Esri Offerings or Services giving rise to the cause of action.

4.2 The limitations and exclusions of liability in the preceding paragraph do not apply to Customer's infringement, misuse, or misappropriation of Esri's or Esri's licensors' intellectual property rights, either party's indemnification obligations, gross negligence, willful misconduct, or violations of the Export Compliance clause of this Agreement or any applicable law or regulation.

4.3 Applicability of Disclaimers and Limitations. Esri or its authorized distributor has set its fees and entered into this Agreement in reliance on the disclaimers and limitations in this Agreement; the fees reflect an allocation of risk that is an essential basis of the bargain between the parties. **These limitations will apply whether or not a party is aware of the possibility of any damage and notwithstanding any failure of essential purpose of any exclusive, limited remedy.**

4.4 The foregoing disclaimers, limitations, and exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law or regulation in Customer's jurisdiction. Customer may have additional rights that may not be waived or disclaimed. Esri does not seek to limit Customer's warranty or remedies to any extent not permitted by law.

ARTICLE 5—INDEMNIFICATIONS

5.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Claim"** means any claim, action, or demand by a third party.
- b. **"Indemnitees"** means Customer and its Board members, directors, officers, and employees.
- c. **"Infringement Claim(s)"** means any Claim alleging that Customer's use of or access to any Esri Offering or Service infringes a patent, copyright, trademark, or trade secret.
- d. **"Loss(es)"** means expenditure, damage award, settlement amount, cost, or expense, including awarded attorneys' fees.

5.2 Infringement Indemnity

- a. Esri will defend, hold all Indemnitees harmless from, and indemnify any Loss arising out of an Infringement Claim.
- b. If Esri determines that an Infringement Claim is valid, Esri may, at its expense, either (i) obtain rights for Customer to continue using the Esri Offerings or Services or (ii) modify the Esri Offerings or Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, Esri may terminate Customer's right to use the Esri Offerings or Services and will refund any (a) license fees that Customer paid for the infringing Esri Offerings or Services acquired under a Perpetual License, prorated on a 5-year, straight-line depreciation basis beginning from the initial date of delivery or (b) unused portion of fees paid for Term Licenses, Subscriptions, and Maintenance.
- c. Esri has no obligation to defend an Infringement Claim or to indemnify Customer to the extent the Infringement Claim arises out of (i) the combination or integration of Esri Offerings or Services with a product, process, system, or element that Esri has not supplied or specified in the Specification; (ii) alteration of Esri Offerings or Services by anyone other than Esri or its subcontractors; (iii) compliance with Customer's specifications; or (iv) use of Esri Offerings or Services after Esri either provides a modified version to avoid infringement or terminates Customer's right to use the Esri Offerings or Services.

5.3 General Indemnity.

Esri will defend, indemnify and hold all Indemnitees harmless from, any Loss arising out of, any Claim for bodily injury, death, or tangible or real property damage brought against any of the Indemnitees to the extent arising from

any negligent act (including professional negligence), or omission or willful misconduct by Esri or its directors, officers, employees, or agents performing Services while on Customer's site.

5.4 Conditions for Indemnification. As conditions for indemnification, Indemnitee will (i) promptly notify Esri in writing of the Claim, (ii) provide all available documents describing the Claim, (iii) give Esri sole control of the defense of any action and negotiation related to the defense or settlement of any Infringement Claim, and (iv) reasonably cooperate in the defense of the Infringement Claim at Esri's request and expense.

5.5 Esri's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that any suit, claim or other action is fully and finally barred by the applicable statute of limitations or repose.

5.6 Nothing in this Article will be construed as a waiver of any immunity from or limitation of liability Customer may have under the doctrine of sovereign immunity under common law or statute.

5.7 If the above Articles 5.3 to 5.5, or any part of Articles 5.3 to 5.5 are deemed to conflict in any way with any law, the Article or part of the Article will not apply to the extent that they conflict with applicable law or regulation.

This section sets forth the entire obligation of Esri, its authorized distributor, and its licensors regarding any Claim for which Esri must indemnify Customer.

ARTICLE 6—INSURANCE

If Esri is providing Professional Services, Esri will carry, at a minimum, the following coverage:

i. Insurance

Esri must maintain the following limits and coverages uninterrupted or amended through the Initial Term and any renewals of this Agreement. In the event Esri becomes in default of the following requirements Customer may purchase its own policy to protect its interests. If, after the inception of the contract, Esri fails to fully comply with the insurance requirements of the contract, in addition to and not in lieu of any other remedy available to the Customer provided by this Agreement, the Customer may, at its sole discretion, procure and maintain on behalf of the company, insurance which provides, in whole or in part, the required insurance coverage Customer would purchase its own policy to cover its risk. Customer will provide Esri with a reasonable notice to allow them a reasonable opportunity to comply with the insurance requirements of this Agreement. Required liability policies other than Workers' Compensation/Employer's Liability and Professional Liability, will provide that Customer is included as additional insured.

ii. Required Coverage – Minimum Limits

a. Commercial General Liability Insurance

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the Professional Services 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, Esri under this Agreement or the use or occupancy of Customer premises by, or on behalf of, Esri in connection with Professional Services performed pursuant to this Agreement. Coverage shall be provided on a form no more restrictive than ISO Form GC0001. Additional insurance coverage shall be provided on a form no more restrictive than ISO Form CG20101001 and CG20371001.

| | Addendum Specific |
|---|-------------------|
| Each Occurrence | \$1,000,000 |
| Personal and Advertising Injury Each Occurrence | \$1,000,000 |
| Products and Completed Operations Aggregate | \$1,000,000 |

b. Workers' Compensation and Employer's Liability Insurance

The minimum limits insurance (inclusive of any amount provided by an umbrella or excess policy) are:

| | |
|-------------------------|-------------|
| Part One: | “Statutory” |
| Part Two: | |
| Each Accident | \$1,000,000 |
| Disease – Policy Limit | \$1,000,000 |
| Disease – Each Employee | \$1,000,000 |

c. 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 (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Agreement will be:

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

d. Professional Liability Insurance

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

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

e. Cyber Liability & Data Storage

Esri shall purchase and maintain, throughout the Initial Term and any renewals of this Agreement, Cyber Liability Insurance which will be used for damages resulting from any claim arising out of network security breaches and unauthorized disclosure or use of information. Such Cyber Liability coverage shall include coverage for “Crisis Management,” costs and expenses relating to notifying effected customers/users of security breach (up to one million dollars), providing credit monitoring services for one year (up to one million dollars), computer program and data restoration (up to \$50,000), and business interruption (up to \$500,000).

The minimum limits of liability shall be:

| | |
|----------------------------|-------------|
| Each Occurrence | \$5,000,000 |
| Annual Aggregate | \$5,000,000 |
| Crisis 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 shown and this date must be no later than the first date of Professional Services provided and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

iii. Waiver of Subrogation

Esri, for itself and on behalf of its insurers, to the full extent permitted by law without voiding the insurance required by this Agreement, waives all rights against Customer, members of Customer’s governing body and Customer officers, and employees, for damages or loss to the extent covered and paid for by any insurance (excluding Employers Liability Insurance) maintained by Esri pursuant to this Agreement.

iv. Conditions of Acceptance

The insurance maintained by Esri must conform at all times with these requirements and Customer’s Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time, as posted on the Customer website at www.TampaAirport.com > Learn about TPA > Airport

Business > Procurement > Additional Supplier Resources – Contractual Insurance Terms and Conditions. However, any request to disclose Esri's insurance policy will be subject to mutual agreement of the Parties, Customer's execution of a nondisclosure agreement, provision of only relevant portions of the policy and redaction of policy information that is not applicable. .

ARTICLE 7—SECURITY AND COMPLIANCE

7.1 Security. Esri publishes its security capabilities at <http://trust.arcgis.com>. Customer may give Esri personnel access to Customer systems or to Customer or third-party personal information, controlled information, or sensitive data if access is essential for Esri's performance of Services and if Esri expressly agrees to such access. Esri will use reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. Customer bears responsibility to (i) confirm that Esri's published security and privacy controls meet all applicable legal requirements for protection of Customer Content and (ii) upload or share Customer Content through Cloud Services only when it is legal to do so. Esri is not responsible to review Customer Content to ensure compliance with applicable laws and regulations. Customer must contact Esri at securesupport@esri.com for further instruction before providing any Customer Content that requires security measures other than Esri's published security capabilities.

7.2 Malicious Code. Esri will use commercially reasonable efforts to ensure that Esri Offerings will not transmit any Malicious Code to Customer. Esri is not responsible for Malicious Code that Customer introduces to Esri Offerings or that is introduced through Third-Party Content.

7.3 Export Compliance. Each party will comply with all applicable export laws and regulations, including the US Department of Commerce's Export Administration Regulations (EAR), the US Department of State's International Traffic in Arms Regulations (ITAR), and other applicable export laws. Customer will not export, reexport, transfer, release, or otherwise dispose of, in whole or in part, or permit access to or transfer or use of Services or Esri Offerings to any United States embargoed countries or denied entities or persons except in accordance with all then-current applicable US government export laws and regulations. Customer will not export, reexport, transfer, or use Services or Esri Offerings for certain missile, nuclear, chemical, or biological activities or end uses without proper authorization from the US government. Customer shall immediately notify Esri in writing if any US government entity or agency denies, suspends, or revokes Customer's export privileges. Customer will not upload, store, or process in Cloud Services any Customer Content that (i) has an Export Control Classification Number (ECCN) other than EAR99 or (ii) is controlled for export from the United States under ITAR. Customer will notify Esri in advance if Esri's performance of any Services or provision of any Esri Offerings is related to any defense article, defense service, or technical data, as defined under the ITAR Sections 120.6, 120.9, and 120.10, respectively; Esri will not perform any such Services or provide any such Esri Offerings until Esri obtains any necessary export license from the US government. Customer will reasonably assist Esri in applying for and obtaining an export license if needed.

7.4 Privacy. Esri will process personal data according to the terms of the Data Processing Addendum available at <https://www.esri.com/en-us/privacy/privacy-gdpr>

ARTICLE 8—CLOUD SERVICES

8.1 Prohibited Uses. Customer shall not provide Customer Content or otherwise access or use Cloud Services in a manner that

- a. Spams, spoofs, or phishes email; transmits junk email or offensive or defamatory material; or stalks or makes threats of physical harm;
- b. Stores or transmits any Malicious Code;
- c. Violates any law or regulation;
- d. Infringes or misappropriates the rights of any third party;
- e. Probes, scans, or tests the vulnerability of Cloud Services or breach any security or authentication measures used by Cloud Services without written approval from Esri's product security officer; or
- f. Benchmarks the availability, performance, or functionality of Cloud Services for competitive purposes.

8.2 Service Interruption. System failures or other events beyond Esri's reasonable control may interrupt Customer's access to Cloud Services. Esri may not be able to provide advance notice of such interruptions.

8.3 Customer Content

- a. Customer grants Esri and its subcontractors a nonexclusive, nontransferable, worldwide right to host, run, modify, and reproduce Customer Content as needed to provide Cloud Services to Customer. Esri will not access, use, or disclose Customer Content without Customer's written permission except as reasonably necessary to support Customer's use of Cloud Services. Except for the limited rights granted to Esri under this Agreement, Customer retains all its rights, title, and interest in the Customer Content.
- b. If Customer accesses Cloud Services with an application provided by a third party, Esri may disclose Customer Content to such third party as necessary to enable interoperability between the application, Cloud Services, and Customer Content.
- c. Esri may disclose Customer Content if required to do so by law or regulation or by order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure.
- d. When Customer's use of Cloud Services ends, Esri will either
 - (i) Make Customer Content available to Customer for download for a period of 30 days unless Customer requests a shorter window of availability or Esri is legally prohibited from doing so; or
 - (ii) Download all Customer Content in Esri's possession to a medium of Customer's choosing and deliver such Customer Content to Customer.

Esri will have no further obligations to store or return Customer Content at the conclusion of the Cloud Services.

8.4 Removal of Customer Content. Esri may remove or delete Customer Content if there is reason to believe that uploading Customer Content to or using it with Cloud Services materially violates this Agreement. If reasonable under these circumstances, Esri will notify Customer before removing Customer Content. Esri will respond to any Digital Millennium Copyright Act takedown notices in accordance with Esri's copyright policy, available at www.esri.com/legal/dmca_policy.

8.5 Service Suspension. Esri may suspend access to Cloud Services (i) if Customer materially breaches this Agreement and fails to timely cure the breach; (ii) if Esri reasonably believes that Customer's use of Cloud Services will subject Esri to immediate liability or adversely affect the integrity, functionality, or usability of the Cloud Services; (iii) for scheduled maintenance; (iv) to enjoin a threat or attack on Cloud Services; or (v) if Cloud Services become prohibited by law or regulated to a degree that continuing to provide them would impose a commercial hardship. When feasible, Esri will notify Customer of any Cloud Services suspension beforehand and give Customer reasonable opportunity to take remedial action.

Esri is not responsible for any damages, liabilities, or losses that may result from any interruption or suspension of Cloud Services or removal of Customer's content as described above.

8.6 Notice to Esri. Customer will promptly notify Esri if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of security regarding Cloud Services.

ARTICLE 9—GENERAL PROVISIONS

9.1 Payment. Customer will pay each correct invoice no later than 30 days after receipt and will remit payment to the address stated on the invoice. Customers outside the United States will pay the distributor's invoices in accordance with the distributor's payment terms.

9.2 Feedback. Esri may freely use any feedback, suggestions, or requests for Product improvement that Customer provides to Esri.

9.3 Patents. Customer may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Products. This express prohibition on patenting will not apply to Customer's software and technology except to the extent that Products, or any portion thereof, are part of any claim or preferred embodiment in a patent application or a similar application.

9.4 Restrictions on Solicitation. Neither party will solicit for hire any employee of the other party who is associated with the performance of Services during the performance of the Services and for a period of 1 year thereafter. This does not restrict either party from publicly advertising positions for hire in newspapers, professional magazines, or Internet postings.

9.5 Taxes and Fees; Shipping Charges. Pricing of Esri Offerings and Services that Esri quotes to Customer is exclusive of any and all applicable taxes or fees including, but not limited to, sales tax, use tax, or value-added tax (VAT); customs, duties, or tariffs; shipping and handling charges; and vendor enrollment fees. Esri will add any fees that it is required to pay to the total amount of its invoice to Customer. Esri may include estimated taxes and shipping and handling charges in its quotations but may adjust these fees on invoicing. For Customers outside the United States, the distributor may quote taxes or fees in accordance with its own policies.

9.6 Compliance Review. Customer will keep accurate and complete records and accounts pertaining to its compliance with its obligations under this Agreement. Esri or its authorized distributor may conduct a compliance review of these records and accounts with no less than 14 business days' written notice or may appoint an independent third party to conduct such a compliance review on its behalf. Customer will promptly correct any noncompliance identified during the compliance review. Neither Esri nor Esri's distributor may conduct a compliance review of Customer within 12 months after the conclusion of any prior compliance review that does not reveal any material Customer noncompliance.

9.7 No Implied Waivers. The failure of either party to enforce any provision of this Agreement is not a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

9.8 Severability. If any provision of this Agreement is held to be unenforceable for any reason, (i) such provision will be reformed only to the extent necessary to make the intent of the language enforceable, and (ii) all other provisions of this Agreement will remain in effect.

9.9 Successor and Assigns. Customer will not assign, sublicense, or transfer Customer's rights or delegate Customer's obligations under this Agreement without Esri's and its authorized distributor's prior written consent, and any attempt to do so without consent will be void. This Agreement will be binding on the respective successors and assigns of the parties to this Agreement. Notwithstanding, a contractor under contract to the government to deliver Products may assign this Agreement and Products acquired for delivery to its government customer upon written notice to Esri, provided the government customer assents to the terms of this Agreement. Upon mutual agreement, Esri's Affiliates may provide Services under the terms of this Agreement; in such cases, the Ordering Documents will identify the Affiliate as the party that provides the Services. Esri's distributors are not Affiliates of Esri.

9.10 Survival of Terms. The Glossary of Terms and provisions of the following Articles of these General Terms and Conditions will survive the expiration or termination of this Agreement: "Limited Warranties and Disclaimers," "Limitation of Liability," "Indemnifications," and "General Provisions."

9.11 US Government Customer. The Products are commercial items, developed at private expense, provided to Customer under this Agreement. If Customer is a US government entity or US government contractor, Esri licenses or provides subscriptions to Customer in accordance with this Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Esri Data and Online Services are licensed or subscribed under the same DFARS Subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. Products are subject to restrictions, and this Agreement strictly governs Customer's use, modification, performance, reproduction, release, display, or disclosure of Products. Agreement provisions that are inconsistent with federal law regulation will not apply. A US government Customer may transfer Software to any of its facilities to which it transfers the computer(s) on which it has installed such Software. If any court, arbitrator, or board holds that a US government Customer has greater rights to any portion of Products under applicable public procurement law, such rights will extend only to the portions affected. ArcGIS Online has been granted FedRAMP tailored low authorization but does not meet higher security requirements including those found in DFARS 252.239-7010.

9.12 Governing Law. This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods.

- a. **Government Entities.** If Customer is a government entity, the applicable laws of Customer's jurisdiction govern this Agreement.
- b. **Nongovernment Entities.** US federal law and the law of the State of California exclusively govern this Agreement, excluding their respective choice of law principles.

9.13 Dispute Resolution. The parties will use the following dispute resolution processes:

- a. **Equitable Relief.** Either party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.
- b. **US Government Agencies.** This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601–613).
- c. **Other Government Entities.** Esri will comply with mandatory dispute resolutions under applicable law.
- d. **Arbitration.** Except as noted above, the parties will submit to binding arbitration to resolve any dispute arising out of or relating to this Agreement that cannot be settled through negotiation. If Customer is in the United States or one of its territories or outlying areas, the Commercial Arbitration Rules of the American Arbitration Association will govern the arbitration proceedings. If Customer is outside the United States, the Rules of Arbitration of the International Chamber of Commerce will govern the proceedings. The parties will select a single arbitrator in accordance with the applicable arbitration rules. The language of the arbitration will be English. Arbitration will be at an agreed-upon location. Either party will, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

9.14 Force Majeure. A party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond the party's reasonable control. Such causes may include, but are not limited to, acts of God, war, strikes, labor disputes, cyber attacks, laws, regulations, government orders, or any other force majeure event.

9.15 Independent Contractor. Esri is and at all times will be an independent contractor. Nothing in this Agreement creates an employer/employee, principal/agent, or joint venture relationship between Esri or its authorized distributor and Customer. No party has any authority to enter into contracts on behalf of another party or otherwise act on behalf of another party.

9.16 Notice.

Notices and Communications

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

TO CUSTOMER:
(MAIL DELIVERY)
HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL AIRPORT
P.O. Box 22287
TAMPA, FLORIDA 33622-2287
ATTN: CHIEF EXECUTIVE OFFICER

TO ESRI:
(MAIL DELIVERY)
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
380 NEW YORK STREET
REDLANDS, CA 92373-8100
ATTN: CONTRACTS AND LEGAL DEPARTMENT
EMAIL: LEGALNOTICES@ESRI.COM

OR

(HAND DELIVERY)
HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL AIRPORT

(HAND DELIVERY)
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
380 NEW YORK STREET

4160 GEORGE J. BEAN PARKWAY
 SUITE 2400, ADMINISTRATION BUILDING
 TAMPA, FLORIDA 33607-1470
 ATTN: CHIEF EXECUTIVE OFFICER

REDLANDS, CA 92373-8100
 ATTN: CONTRACTS AND LEGAL DEPARTMENT
 EMAIL: LEGALNOTICES@ESRI.COM

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

If notice is sent through a mail system, a verifiable tracking documentation such as a certified return receipt or overnight mail tracking receipt is required.

ATTACHMENT C
SAMPLE TASK ORDER

Esri Agreement No. _____
 Task Order No. _____

1. Task Order No.
2. Project Information
The information in this section will be completed by Authority.
 - A. Project Title:
 - B. Project Summary
 - i. Project Purpose:
 - ii. Project Description:
 - iii. Project Scope of Work and Deliverables:

3. Schedule and Price
The information in this section will be completed by Company and approved by Authority 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. Price of Project
 Provide the Price in U.S. dollars.

Use the following table for Time and Material Task Orders

| Expenditure <insert applicable terms> | Totals |
|--|--------|
| Service Cost | |
| Hourly Service Rate | \$ |
| Number of hours to complete project | x |
| Total Service Price | \$ |
| Reimbursable | |
| Data | \$ |
| Printing | \$ |
| Travel | \$ |

| | |
|---|-----------|
| Other: | \$ |
| Other: | \$ |
| Total Projected Reimbursable Price | \$ |
| | |
| Total Not-To-Exceed Project Price (Service Price and Reimbursable) | \$ |

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

4. Payment Method and Schedule

Payment(s) will be made via <Automated Clearing House (ACH) VIP Supplier / Automated Clearing House (ACH) Standard / ePayables / Purchasing Card (PCard)>. Invoices will be uploaded and submitted to the Authority in Oracle iSupplier.

<insert for projects one month and less>

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

<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 Authority.

<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 Authority.

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

Acknowledgement of Acceptance

Company agrees and accepts the terms of this Work Plan No. _____ as detailed above.

<COMPANY>:

BY:

 Signature of Authorized Official

 Printed Name

 Title

 Date

Hillsborough County Aviation Authority

BY:

Signature of Authorized Official

Printed Name

Title

Date

**ATTACHMENT D
TIME AND MATERIALS RATE SCHEDULE**

Effective January 1, 2019 to 31 December 2020

Hourly time and materials labor rates have been provided in the tables below for each labor category for calendar years 2019 through 2020. The hourly labor rates for services that are performed after 2020 may be escalated in an amount not to exceed five percent (5%) each year.

Esri Site Calendar Year Rates

| Labor Category | 2019 | 2020 |
|--|-------------|-------------|
| GIS Technical Specialist/Engineer (S1) | \$235 | \$243 |
| GIS System/Software Developer (S2) | \$304 | \$315 |
| Senior GIS System/Software Architect (S3) | \$373 | \$386 |
| GIS Consultant/Project Manager (M1) | \$285 | \$295 |
| Senior GIS Consultant/Project Manager (M2) | \$359 | \$372 |
| Principal/GIS Program Manager (M3) | \$473 | \$490 |
| GIS Database Specialist/Analyst (DB) | \$199 | \$206 |

Client Site Calendar Year Rates

| Labor Category | 2019 | 2020 |
|--|-------------|-------------|
| GIS Technical Specialist/Engineer (S1) | \$275 | \$283 |
| GIS System/Software Developer (S2) | \$344 | \$355 |
| Senior GIS System/Software Architect (S3) | \$413 | \$426 |
| GIS Consultant/Project Manager (M1) | \$325 | \$335 |
| Senior GIS Consultant/Project Manager (M2) | \$399 | \$412 |
| Principal/GIS Program Manager (M3) | \$513 | \$530 |
| GIS Database Specialist/Analyst (DB) | \$239 | \$246 |

“Esri Site” refers to work completed at an Esri location.

“Client Site” refers to work completed onsite at the Licensee/client location in Hillsborough County, Florida.

GIS Technical Specialist/Engineer (S1)

Staff members in this labor category work collaboratively with software designers to perform software coding and the writing of software documentation according to design specifications developed by senior technical staff described above. As a group, these staff members are experienced in the coding of software and the creation of digital databases, as well as in software development associated with Esri's commercial off-the-shelf (COTS) software products; Web, desktop, or server software development languages; geospatial data formats; and other technologies. These individuals also develop effective database designs, implement data conversion processes and procedures, and perform software and database quality control.

GIS System/Software Developer (S2)

Staff members in this labor category support the design of technical project specifications for the implementation of application software projects and database development projects. They support the day-to-day technical activities of the project team and ensure that standard system methodologies are employed. They also perform detailed software design and detailed database conversion design and are directly involved in the coding and implementation of complex and strategic portions of application software and database conversion projects. As a group, these staff members are proficient in Esri COTS software products; Web, desktop, and server software development languages; geospatial data formats; and other technologies. These staff members design and develop QA/QC programs and support design and code reviews, database reviews, and other QA/QC activities throughout the project life cycle.

Senior GIS System/Software Architect (S3)

Staff members in this labor category provide the overall technical vision and system architecture for large, complex systems. They support the application of sound software engineering principles and life cycle methodologies to programs/projects. These individuals are actively involved in systems architecture design, application software design, database process design, and the directing of coding development including the supervision of design and code reviews. These staff members may serve as principal investigators in focused studies or research and development projects. Individuals in this labor category have broad technical knowledge of GIS applications and related information technologies and may also provide specific expertise in areas such as Web-based software applications, service-oriented architectures, data warehousing, spatial analysis, and modeling. As a group, these staff members are proficient with Esri COTS software products; software and database design methodologies; Web, desktop, and server software development languages; geospatial data formats; and other technologies.

GIS Consultant/Project Manager (M1)

Staff members in this labor category provide day-to-day consulting and management for contracted projects within Esri. These individuals work under the guidance of senior Esri managers described herein and support the design and implementation of project work plans. These staff members may provide consulting services and design and management support to software application development projects and database conversion projects. They may also conduct detailed requirements interviews, document application requirements, develop logical and physical database designs using standard engineering diagramming methodologies, design software and database QA/QC programs, and provide management oversight of daily technical activities. These staff members work with senior consulting and technical staff to design comprehensive work plans that employ standard system methodologies that define project deliverables and milestones and realistic schedules. These individuals work with Esri administrative staff to ensure that progress and financial reporting are provided according to contract requirements.

Senior GIS Consultant/Project Manager (M2)

Staff members in this labor category work as project managers or project advisers, providing strategic consulting and project management activities for geographic information system (GIS) and information technology (IT) projects. These staff members have market/application domain expertise using extensive experience in GIS and related geospatial technologies to support the successful completion of a project. Consulting activities may include strategic planning, GIS workshops and seminars, requirements definition, application and database design, and system integration consulting. Management activities may include defining project requirements and objectives, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. These individuals may also design comprehensive work plans that employ standard system methodologies that define project deliverables and milestones and realistic schedules.

Principal GIS Consultant/Program Manager (M3)

Staff members in this labor category work as program directors or project advisers, providing project vision, strategic consulting, and program management activities for GIS and IT projects. These staff members apply market/application domain expertise using extensive experience in GIS and related geospatial technologies to support the successful completion of the program. Consulting activities may include strategic planning, review and oversight of requirements definitions, application and database design, and system integration consulting.

Management activities may include defining program requirements and objectives, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. Staff members in this labor category work with senior client staff in coordination with Esri senior management to resolve issues and support successful project completion.

GIS Database Specialist/Analyst (DB)

Staff members in this labor category provide database development support in creating cartographic and digital data products. These staff members have expertise that includes the performance of hard copy to digital data conversion tasks, data migration, and translation activities utilizing advanced processing techniques in ArcGIS. These individuals design, develop, and implement efficient production tools and workflows in accordance with approved project plans and design parameters.

ATTACHMENT E

CUSTOMER TRAVEL AND BUSINESS DEVELOPMENT EXPENSES POLICY

PURPOSE: To provide that board members, the Chief Executive Officer, and Authority employees who properly incur travel expenses and business development expenses in conducting the business of the Authority are reimbursed for such travel expenses.

LEGAL CONSIDERATION: Section 6(2)(h) of 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. Section 6(2)(w) and 6(2)(xx) of the Hillsborough County Aviation Authority Act authorize 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. Florida Administrative Code Rule 69I-42.010 allows for reimbursement of specific incidental traveling expenses including actual portage charges and actual laundry, dry cleaning and pressing expenses in accordance with the Rule. 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:

A. Travel Purpose:

All Authority travel must provide benefit to the Authority. All travelers will exercise good judgment in incurring business and travel-related expenses. All travelers will comply with this Policy and Standard Procedure S412.01, Travel Expense and Subsistence.

B. Travel Approval:

1. All reimbursable travel for Board members and Authority employees will be approved by the Chief Executive Officer (CEO) or designee. The CEO will approve the travel for those individuals reporting directly to the CEO. All other employee’s travel will be approved by their Vice President. Such approval must be made in advance of travel for all Authority employees under the Director level.
2. To be reimbursed, all travel and reimbursable expenses must be incurred while on Authority business.

C. Travel by Air Carrier:

1. 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 all additional costs.
2. Authority employee reimbursements or advancements for travel will be based upon Coach Class fares (i.e. not First or Business Class airfare), supported by appropriate receipt.
3. If a board member, the CEO, a Vice President, or Assistant Vice President is traveling to a destination outside of the North American continent and the traveler is scheduled to engage in the business of the Authority within the next business day of arriving at the destination, or if the traveler commences the return trip within the next business day of engaging in the business of the Authority, such reimbursements or advancements may be made based upon Business Class airfare supported by appropriate receipt.

Any other Business Class travel for other Authority staff for travel outside of the North American continent must be approved in advance by the department Vice President.

4. All individuals traveling on behalf of the Authority may personally retain their frequent flyer mileage.

D. Registration Fees:

The traveler will be reimbursed for all registration fees at 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.

E. Lodging:

Hotel or accommodation charges must be at a single occupancy rate and 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.

F. Meals and Incidental Expenses:

Meals and incidental expenses within the continental United States will be reimbursed in accordance with the General Service Administration (GSA) meals and incidental expenses 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 and incidental expenses 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)".

Incidental expenses eligible for reimbursement are defined by Florida Statute Section 112.061 (8) (a) and include taxi fare, ferry fares, bridge, road and tunnel tolls, storage or parking fees, and communication expenses.

No allowance will be made for meals when travel is confined to the Authority's Metropolitan Statistical Area.

Reimbursement for meals which were also included in a conference or convention registration fee or a travel or lodging fee will be reimbursed only upon reasonable written explanation of expenses.

G. Other Travel Expenses:

Other travel expenses eligible for reimbursement 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 days and where such expenses are necessarily incurred to complete the official business.

Itemized receipts are required for reimbursement of all individual expenses which are higher than \$25.

H. Foreign exchange rates:

Authority will reimburse traveler for the difference between the official daily foreign exchange rate and the transaction rate, in addition to any applicable fees.

I. Travel by Personal or Rental Vehicle:

Board members, the CEO, Vice Presidents and Assistant Vice Presidents are authorized to use their personal vehicle or procure a rental 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 employee's Vice President.

Except for travel within the State of Florida, utilization of a personal vehicle by all other Authority employees must also be approved in advance of travel in writing by the employee's Vice President. Reimbursement of 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. 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.

J. Travel Report:

Prior to receiving final reimbursement for travel, all employees below the level of Director must submit to the employee's Vice President a report of the major accomplishments and benefits to the Authority as a result of the travel.

K. Travel by Consultants:

All consultants performing work for the Authority, or its contractors, will be reimbursed for travel expenses in accordance with this Policy.

L. Business Development Purpose:

All business development expenses incurred must provide benefit to the Authority. All employees will exercise good judgment in incurring business and travel-related expenses.

M Business Development Expenses:

1. Business development meal, beverage (including alcoholic), and other expenses may be incurred locally or while traveling. When the CEO, a Vice President, or an Assistant Vice President engage in business development activities that require meeting with non-Authority personnel, such employee may be reimbursed for actual, reasonable, and appropriately documented expenses related to the business development activity. These types of expenses for other Authority staff must be approved in advance by the department Vice President.
2. To qualify as business development, such an employee must (a) reasonably expect, and have as the primary motivation for the expenditure, that the Authority will derive revenue or another business benefit as a result of the business development activity; (b) incur the expense in a setting where the party being entertained would reasonably understand that the expenditure was for an Authority business objective; and (c) use the expenditure for the person from whom the Authority expects the business benefit, as well as for the employee and other Authority staff in attendance.
3. 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 some revenue or financial benefit.
4. The employee must provide detailed itemized receipts for all business development expenses larger than \$25.

N Working Meals:

1. 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 full-day or half-day Authority-wide or department strategic planning sessions.

2. 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.
3. Notwithstanding subparagraph 2 above, Executive staff, 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. Such purchased meals by Directors or Managers must be approved in advance by the appropriate Vice President.
4. Meals shall not be provided for recurring meetings (i.e., weekly staff meetings).
5. Alcoholic beverages expenditures shall not be reimbursed or charged to the Authority under this section.
6. Reasonable expenditures for meals with Board members are reimbursable provided there is a valid business need to have the meeting during a meal time.
7. Working meals will be reimbursed upon presentation of appropriate documentation.

**ATTACHMENT F
SUPPLEMENTAL PROVISIONS**

As used in this Addendum, "Agreement" shall mean the "Master Agreement". During the performance of the Agreement, Esri to the limited extent that the following laws and regulations, by their terms, are expressly applicable to Esri's delivery of Professional Services ("Services") under the Agreement and impose obligations directly upon Esri in its role as an information technology services provider with respect to the Professional Services performed under the Agreement, agrees as follows:

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

ARTICLE 1
CONTRACT

1.01 Definitions

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

- A. **Accounts Payable:** The unit within Customer Finance Department that deals with accounts payable.
- B. **Airport:** Tampa International Airport.
- C. **Customer Business Days:** 8:00 a.m. to 5:00 p.m., Eastern Time Zone, Monday through Friday, with the exception of Customer holidays.
- D. **Board:** Customer Board of Directors.
- E. **CEO:** Customer Chief Executive Officer.
- F. **FAA:** The U.S. Department of Transportation Federal Aviation Administration or any successor thereto.
- G. **ITS:** Customer Information Technology Services Department.
- H. **TSA:** The U.S. Department of Homeland Security Transportation Security Administration or any successor thereto.

ARTICLE 2
PAYMENTS

2.01 Invoices

Any invoices required by this Addendum will be created and submitted by Esri to Customer Finance Department via Oracle iSupplier® Portal Full Access in a form acceptable to Customer and will include at a minimum the invoice date, invoice amount, dates of Services, and purchase order number.

2.02 Payment Method

Esri will receive electronic payments via Automated Clearing House (ACH) – VIP Supplier, ACH – Standard, ePayables, or Purchasing Card (PCard). Information regarding the electronic payment methods and processes including net terms is available on Customer website at www.TampaAirport.com > Learn about TPA > Airport Business > Procurement > More Information – Electronic Payment Methods. Customer reserves the right to modify the electronic payment methods and processes at any time. Esri may change its selected electronic payment method during the Term of this Addendum in coordination with Accounts Payable.

- 2.03 **Payment When Services Are Terminated at the Convenience of Customer**
In the event of termination of this Addendum for the convenience of Customer, Customer will compensate Esri as listed below;
- A. All work performed prior to the effective date of termination; and
 - B. Expenses incurred by Esri in effecting the termination of this Addendum as approved in advance by Customer.
- 2.04 **Prompt Payment**
Esri must pay any of its subcontractor(s) who have submitted verified invoices for work already performed within thirty (30) calendar days of being paid by Customer. Any exception to this prompt payment provision will only be for good cause with prior written approval of Customer.

ARTICLE 3

NON-EXCLUSIVE

Esri acknowledges that Customer has, or may hire, others to perform services similar to or the same as that which is within Esri's Task Order Scope of Work issued under the Master Agreement. Esri further acknowledges that this Addendum is not a guarantee of the assignment of any work and that the assignment of work to others is solely within Customers discretion.

ARTICLE 4

ACCOUNTING RECORDS AND AUDIT REQUIREMENTS

- 4.01 **Books and Records**
In connection with payments to Esri under this Addendum, it is agreed Esri will maintain full and accurate books of account and records customarily used in this type of business operation relating to the direct costs and expenses incurred in the performance of Services, excluding profit, overhead, general and administrative costs of Consultant ("records") in conformity with Generally Accepted Accounting Principles (GAAP). Esri will maintain such books and records for five years after the end of the Term of the Agreement. Records include, but are not limited to, books, documents, papers, and records of Esri as previously defined. Esri will not destroy any records related to this Addendum without the express written permission of Customer.
- 4.02 **Customer Right to Perform Audits, Inspections, or Attestation Engagements**
At any time or times during the Term of the Agreement or within three years after the end of the Agreement, Customer, or its duly authorized representative, will be permitted to initiate and perform audits, inspections or attestation engagements over Esri's records for the purpose of determining payment eligibility under this Addendum or over selected Task Order operations performed by Esri under this Addendum for the purpose of determining compliance with this Addendum.

Free and unrestricted access will be granted to all of Esri's records directly pertinent to any Task Order, as well as records of parent, affiliate and subsidiary companies and any subconsultants or subcontractors. If the records are kept at locations other than the Airport, Esri will arrange for said records to be brought to a mutually agreed upon location convenient to Customer auditors to conduct the engagement as set forth in this Article. Or, Esri may transport Customer team to Esri's headquarters for purposes of undertaking said engagement. In such event, Esri will pay reasonable costs of transportation, food and lodging for Customer team. In the event Esri maintains its accounting or Agreement information in electronic format, upon request by Customer auditors, Esri will provide a download or extract of data files in a computer readable format.

acceptable to Customer at no additional cost. Customer has the right during the engagement to interview Esri's employees, subconsultants, and subcontractors, and to make photocopies of records as needed.

Esri agrees to deliver or provide access to all records requested by Customer auditors within fourteen (14) calendar days of the request at the initiation of the engagement and to deliver or provide access to records requested during the engagement within seven (7) calendar days of each request. The Parties recognize that Customer will incur additional costs if records requested by Customer auditors are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree Customer may assess liquidated damages in the amount of one hundred dollars (\$100.00) per day, for each requested record not received. Such damages may be assessed beginning on the eighth (8th) day following the date the request was made. Accrual of such fee will continue until specific performance is accomplished.

Esri will include a provision providing Customer the same access to business records at the subconsultant and subcontractor level in all of its subconsultant and subcontractor agreements executed related to this Addendum.

ARTICLE 5

NON-DISCRIMINATION

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

- 5.01 Esri 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 (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Addendum.
- 5.02 Civil Rights. Esri, with regard to the work performed by it under this Addendum, 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. Esri will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Addendum covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of this Addendum, Esri, 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);
 - 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;
 - 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 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- G. 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);
- H. 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;
- I. 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);
- J. 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;
- K. 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, Esri must take reasonable steps to ensure that LEP persons have meaningful access to Esri’s programs (70 Fed. Reg. at 74087 to 74100); and
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits Esri from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

- 5.03 In all solicitations either by competitive bidding or negotiation made by the Esri 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 Esri of Esri’s obligations under this Addendum and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- 5.04 Esri will provide all information and reports required by the Regulations or directives issued pursuant thereto 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 Esri is in the exclusive possession of another who fails or refuses to furnish this information, Esri will so certify to Customer or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5.05 In the event of Esri’s non-compliance with the non-discrimination provisions of this Addendum, 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 Esri under this Addendum until Esri complies, and/or cancellation, termination or suspension of this Addendum, in whole or in part.
- 5.06 Esri will include the provisions of Paragraphs 5.01 through 5.05 in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued thereto. Esri 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 Esri becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Esri may request Customer to enter into such litigation to protect the interests of Customer and, in addition, Esri may request the United States to enter into such litigation to protect the interests of the United States.
- 5.07 Esri assures that, in the performance of its obligations under this Addendum, 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 Esri, 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. Esri, if required by such requirements, will provide assurances to Customer that Esri will undertake an affirmative action program and will require the same of its subconsultants.

ARTICLE 6

CUSTOMER APPROVALS

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

ARTICLE 7

DATA SECURITY

Customer will establish and maintain safeguards against the destruction, loss or alteration of Customer data or third party data that Esri may gain access to or be in possession of in providing the Services via a Task Order issued under this Addendum. Esri will not attempt to access, and will not allow its personnel access to, Customer data or third party data that is not required for the performance of the Services of this Addendum by such personnel.

In providing Services via a Task Order, Esri and its employees, vendors, subcontractors, and sub-consultants will adhere to and abide by the security measures and procedures established by Customer and any terms of service agreed to by Customer with regards to data security. In the event Esri or Esri's subcontractor (if any) discovers or is notified of a breach or potential breach of security relating to Customer data or third party data, Esri will promptly:

- A. Notify Customer of such breach or potential breach; and
- B. If the applicable Customer data or third party data was in the possession of Esri at the time of such breach or potential breach, Esri will investigate the breach or potential breach.

ARTICLE 8

COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

Esri, its officers, employees, agents, subcontractors, or those under its control, will at all times comply with applicable federal, state, and local laws and regulations, Customer Rules and Regulations, Policies, Standard Procedures, and Operating Directives, and all applicable health rules and regulations and other mandates specified in this Addendum. Esri, its officers, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Esri or Customer by the Federal Government including but not limited to FAA or TSA as documented in a Task Order.

ARTICLE 9

COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW

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

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

- A. Keep and maintain public records required by Customer in order to perform the Services contemplated by this Addendum.
- B. 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.
- C. 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 the Agreement term and following completion of the Agreement.
- D. Upon completion of the Agreement, keep and maintain public records required by Customer to perform the Services. Esri 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 mutually agreed upon format.

ARTICLE 10
SECURITY BADGING

Any employee of Esri, or any employee of its subcontractors or agents that require unescorted access to the Security Identification Display Area (SIDA) to perform work under this Addendum will be badged with an Airport identification badge (Badge) provided by Customer ID Badging Department and will be subject to an FBI fingerprint-based criminal history records check (CHRC) and an annual Security Threat Assessment (STA). A Badge will not be issued to an individual until the results of the CHRC and the STA are completed and indicate that the applicant has not been convicted of a disqualifying criminal offense. If the CHRC or STA discloses a disqualifying criminal offense, the individual's badge application will be rejected. The costs of the CHRC and the annual STA will be paid by Esri. These costs are subject to change without notice, and Esri will be responsible for paying any increase in the costs. All badged employees of Esri and its contractors or agents will comply with Customer regulations regarding the use and display of Badges.

For each Badge that is lost, stolen, unaccounted for, or not returned to Customer at the time of Badge expiration, employee termination, termination of this Addendum, or upon written request by Customer, Esri will be assessed a fee, not as a penalty but as a reasonable portion of fees that will be incurred by Customer by failure of Esri to notify Customer of each Badge that is lost, stolen, unaccounted for, or not returned to Customer. This fee will be paid by Esri within thirty (30) days from the date of invoice. It is mutually agreed between the Parties that the assessment of the fee is reasonable. The Parties agree that the fee described in this paragraph is solely for the administrative burden of failure to return the Badge.

If any employee of Esri is terminated or leaves Esri's employment, Customer must be notified promptly, and the Badge must be returned to Customer promptly.

ARTICLE 11
VENUE

See Article 9.12 Governing Law of Attachment B General Terms and Conditions of the Agreement.

ARTICLE 12
PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

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

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

ARTICLE 13
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 in this Addendum as a condition precedent to the granting of funds for the improvement of the Airport, Esri agrees to consent to review and mutually agree any such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Addendum as may be reasonably required to obtain such funds; provided, however, that in no event will Esri be required, pursuant to this paragraph, to agree to an increase in the charges provided for hereunder.

ARTICLE 14
FAA APPROVAL

This Addendum may be subject to approval of the FAA. If the FAA disapproves this Addendum, it will become null and void, and both Parties will bear their own expenses relative to this Addendum. In the event of FAA disapproval, Esri has the right to terminate the Agreement.

ARTICLE 15
INVALIDITY OF CLAUSES

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

ARTICLE 16
MISCELLANEOUS

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

Exhibit A
Scrutinized Company Certification

This certification is required pursuant to Florida Statute Section 287.135.

As of July 1, 2018, a company that, when entering into or renewing a contract/agreement for goods or services, is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute Section 215.4725, or is engaged 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 for goods or services of **any amount**.

Additionally, as of July 1, 2018, a company that, when entering into or renewing a contract/agreement for goods or services, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute Section 215.473, or has been engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity for goods or services of **\$1 million or more**.

Company: _____ FID or EIN
Address: _____ No.: _____
City/State/Zip: _____
I, _____ as a representative of

certify and affirm that this company, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Cuba or Syria if the resulting contract/agreement is for goods or services of \$1 million or more, and certify and affirm that this company, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel if the resulting contract/agreement is for goods or services of any amount.

I understand and agree that the Authority may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities as set out above) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of \$1 million or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

SIGNATURE

TITLE

PRINTED NAME

DATE