



MASTER SERVICES AGREEMENT

PLEASE READ THIS MASTER SERVICES AGREEMENT CAREFULLY BEFORE LICENSING OR USING CIRIUM PRODUCTS OR SERVICES. BY USING CIRIUM PRODUCTS OR SERVICES, YOU ARE CONSENTING TO BE BOUND BY THIS AGREEMENT.

MASTER SERVICES AGREEMENT

Between

LNRS DATA SERVICES INC.

And

HILLSBOROUGH COUNTY AVIATION AUTHORITY

Cirium Ref No: Q-00217404

TAX ID Number:
PO Number:

MASTER SERVICES AGREEMENT

FROM THE EFFECTIVE DATE HEREOF, THIS MSA SHALL SUPERSEDE AND REPLACE THE SUBSCRIPTION AGREEMENT EXECUTED BETWEEN LNRS DATA SERVICES INC. *formerly, Reed Business Information Inc., as successor in interest to Diiio, LLC*, AND CUSTOMER AS OF MARCH 1ST, 2017, AS AMENDED AUGUST 1ST, 2020 BY THE PARTIES.

THIS MASTER SERVICES AGREEMENT (“MSA”) commences on March 1st, 2021 (“Effective Date”) by and between:

1. **LNRS Data Services Inc.**, a Texas corporation with an office located at 522 SW 5th Avenue, Suite 200, Portland, OR 97204 United States (“**Cirium**”); and
2. **Hillsborough County Aviation Authority**, an independent special district under the laws of the State of Florida, whose post office address is Post Office Box 22287, Tampa, FL 33622, United States (the “**Customer**”).

Cirium and Customer are each referenced herein individually as a “**Party**” and collectively, as the “**Parties**”.

In this MSA, references to the singular include the plural and vice versa; any reference to any party includes its successors in title and permitted assignees; headings are included in this MSA for ease of reference only and shall not affect the interpretation or construction of this MSA; any obligation in this MSA not to do any act or thing shall be deemed to include an obligation not to permit the doing of that act or thing; any reference to any statute, regulation or other similar instrument shall be construed as a reference to the statute, regulation or other similar instrument as amended by any subsequent statute, regulation or similar instrument or as contained in any subsequent re-enactment thereof; references to clauses, sections, and Schedules are to the clauses, sections, and Schedules of this MSA; the Schedules form part of this MSA and shall have effect as if set out in full in the body of this MSA and any reference to this MSA includes the Schedules.

NOW, THEREFORE FOR AND IN CONSIDERATION of the foregoing and the covenants, agreements, representations and warranties and other agreements of the Parties set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. BACKGROUND AND SCOPE OF THE MSA

- 1.1. Cirium owns and/or has the right to license to its customers certain aviation and aerospace data solutions products and services. Cirium also provides consultancy support relating to such data solutions and products, as well as professional and other services.
- 1.2. **Application and Structure.** This MSA sets forth the terms and conditions pursuant to which Customer will license one or more data solutions and hosted or API services from Cirium and/or obtain certain support, professional and other services from Cirium. All Services licensed to Customer, regardless of whether identified in a Schedule, shall be considered Services provided under this MSA.
- 1.3. When Customer wishes to license Service or procure Professional Services, Cirium and Customer will execute a Schedule. Cirium shall not be obligated to provide any Service, unless Customer has executed a Schedule under this MSA. The Customer’s Executive Vice President of Marketing and Communications or designee will have the authority to execute the Schedule on behalf of the Customer consistent with the terms of this MSA.
- 1.4. **Order of Precedence.** Except for Schedules that clearly state that they are governed by another written agreement between the Parties, this MSA applies to all Schedules even if they do not specifically reference this MSA. In the event of a conflict between the MSA and any Rider or Schedule, the order of precedence shall be as follows: (a) MSA terms and conditions; (b) the relevant Schedule. Notwithstanding the foregoing,

MASTER SERVICES AGREEMENT

the terms of a Schedule may prevail for purposes of that Schedule if the Schedule expressly identifies and supersedes or modifies a provision in this MSA.

2. DEFINITIONS.

In addition to the terms defined elsewhere in this MSA, the following terms shall have the meanings set forth below:

- 2.1. **“Additional Terms”** shall mean additional terms and conditions of usage that shall apply to the Data or Services and are included in a relevant Schedule.
- 2.2. **“Affiliate”** means any entity that, directly or indirectly, controls, is controlled by, or is under common control with a Party; and **“control”** means the direct or indirect possession of more than fifty (50%) percent of the power to direct or cause the direction of the management and policies of another entity, whether through the ownership of voting securities, by contract or otherwise.
- 2.3. **“API Service”** means Cirium’s application programming interface-based service that allows creation of applications which access the features or data of Cirium’s information system, application, or other service.
- 2.4. **“Business Day”** means any day from Monday through Friday excluding any public holidays applicable to Parties businesses.
- 2.5. **“Business Hours”** means 9:00am – 6:00pm PST/PDT on any Business Day.
- 2.6. **“Data”** means Cirium’s information and datafile, data feed, data reports and other data product offering (either standard or customised) that is licensed to the Customer in accordance with permitted Scope of Use as detailed on the relevant Schedule.
- 2.7. **“Derivative Work”** means a work based upon or derived from one or more pre-existing works, such as a translation, abridgement, condensing, or any other form in which a work may be recast, transformed, or adapted.
- 2.8. **“Documentation”** means the current technical and user documentation for the Data or Services provided by Cirium that details and explains how to install, access, use, maintain, or support Services or Data license.
- 2.9. **“FAA”** means the U.S. Department of Transportation Federal Aviation Administration or any successor thereto.
- 2.10. **“Fees”** means the amounts payable by the Customer to Cirium for the subscription to use the Data or Services or engage Professional Services as applicable.
- 2.11. **“Hosted Services”** means Cirium’s hosted products that are subscribed by the Customer that allows Licensed Users to search, interrogate, and view the Cirium Data.
- 2.12. **“Intellectual Property Rights”** means all patent rights, copyrights, trademark rights, service mark rights, trade secret rights, and other similar proprietary rights of any type, as they may exist anywhere in the world.
- 2.13. **“Law”** or **“Applicable Law”** means any applicable declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule, or other binding restriction of or by any federal, state, municipal, local, territorial, or other governmental department, regulatory authority, judicial or administrative body.
- 2.14. **“Licensed Material”** means either (i) Cirium’s information, material and/or other content or any part or component thereof, licensed by Cirium to the Customer for access and use during the term of the applicable Schedule as a Data product, or made available as contents through Hosted Service or API Service; and/or (ii) any documents, information or other materials used, developed, created or provided by Cirium in connection with the Professional Services provided under this MSA including reports, preparatory works, drafts, working papers, correspondence and advice.
- 2.15. **“Licensed User”** or **“User”** means a named individual or an independent contractor/consultant of the Customer (providing services to the Customer under contractual arrangement including confidentiality terms restricting access to and use of the Licensed Material and Services for the sole benefit of Customer

MASTER SERVICES AGREEMENT

and for no other purpose) that may be authorized by this MSA to access the Licensed Material provided via Data license, API Service, or Hosted Services as particularly specified on relevant Schedule.

- 2.16. **“Professional Services”** means the customisation, categorisation, integration, development, consulting, maintenance, support and other professional services provided by Cirium to Customer, as further described in this MSA or an applicable Statement of Work.
- 2.17. **“Schedule”** means a Hosted Service Schedule, API Service Schedule, Data Schedule or Professional Services Schedule attached to this MSA and all other schedules, SOW, annexes, terms and conditions, exhibits, specifications and other attachments that reference this MSA.
- 2.18. **“Scope of Use”** means any scope or usage restrictions on Customers use of the Data, Hosted Service or API Service as provided for in this MSA or a relevant Schedule.
- 2.19. **“Services”** means Data license, Hosted Service, or API Service provided by Cirium to the Customer as detailed on relevant Schedule.
- 2.20. **“Statement of Work”** or **“SOW”** means any individual statement of work included in, referred to as part of a Schedule, or entered into by the Parties pursuant to the terms of this MSA.
- 2.21. **“Support”** means standard support for any Hosted Service, API Service or Data license provided by Cirium to Customer as defined by this MSA.
- 2.22. **“Updates”** means all releases, modifications, refinements, and enhancements which are made available by Cirium as part of a Hosted Service, API Service, or Data license and are not separately or additionally priced or marketed by Cirium.

3. DATA LICENSE AND/OR PROVISION OF THE SERVICES

3.1. Grant of License.

- 3.1.1. In consideration and receipt by Cirium of all applicable Fees and in accordance with the terms of this MSA and as set out in a relevant Schedule, Cirium hereby grants to Customer a limited, revocable, non-exclusive and non-transferrable right and license to use Licensed Material provided via Service, as set forth in the applicable Documentation.
- 3.1.2. All rights granted by Cirium to access and use the Licensed Material under this MSA are strictly limited, revocable, non-exclusive, non-sub licensable and non-transferable.
- 3.1.3. The license granted to the Customer is for use by the Licensed Users, solely for Customer’s internal business purposes, in accordance with the permitted Scope of Use, solely on the Customer’s computer system at the sites/locations (if any) specified on the relevant Schedule. Customer shall inform Cirium of any use of the Licensed Material which is outside the Scope of Use.

3.2. Scope of Use.

- 3.2.1. The license provided hereinabove is provided by Cirium for the term of the MSA and for access and use strictly in accordance with the permitted Scope of Use as detailed on the relevant Schedule.
- 3.2.2. Additionally, unless specifically authorized in an applicable Schedule or by Applicable Law, Customer may not, directly or indirectly: (i) authorize any third party (including Customer’s Affiliates) to use or copy the Licensed Material or Services or to resell or redistribute the Licensed Material or Services; (ii) provide to others (including Customer’s Affiliates) any copy or version of the Licensed Material; (iii) remove any copyright or other proprietary rights notice included in the Licensed Material; or (iv) change, modify, reverse engineer, decompile, disassemble or create Derivative Works from the Licensed Material. Unless specifically authorized in a Schedule, access to the Licensed Material by any person or entity other than Licensed Users, including but not limited to the Customer’s clients, customers, suppliers, former employees, or members of the public is expressly prohibited.

3.3. Title.

- 3.3.1. Cirium retains all right, title, interest and ownership of the Licensed Material and Services including all Derivative Works and other Intellectual Property Rights in the Licensed Material and Services.

MASTER SERVICES AGREEMENT

3.3.2. Cirium does not by this MSA convey any proprietary interest or Intellectual Property Rights to the Customer in Licensed Material or Services. Customer agrees that the Licensed Material, including all Updates and changes made to the Licensed Material by anyone and any materials related to the Licensed Material whether or not supplied by or developed by Cirium, are the valuable property of Cirium.

3.4. Additional Terms Applicable to Hosted Service and API Services.

3.4.1. Hosted Service.

3.4.1.1. Any Hosted Service subscribed by the Customer on the relevant Schedule shall only be used solely to (i) search, interrogate, and display the Licensed Material on a computer screen primarily for one person's exclusive use; (ii) make a limited number of printouts of the Licensed Material using the printing commands contained in the Hosted Service; and (iii) down-load and store a single copy of relevant Licensed Material retrieved from Hosted Service solely for audit and regulatory purposes.

3.4.1.2. **Usernames and Passwords.** A username and password will be allocated by Cirium to the Licensed Users. Usernames are unique to the named individual Licensed User and must not be shared or transferred. Cirium may alter usernames and/or passwords in accordance with its standard security procedures and shall inform the Customer accordingly. The Customer shall notify Cirium promptly if it becomes aware or suspects that any Unauthorized Person has obtained a username or password. Cirium will alter the password and inform the Customer accordingly. The Customer shall confirm where the Customer notifies Cirium by telephone, such notification in writing within forty-eight (48) hours.

3.4.2. API Service.

3.4.2.1. Customer shall access the API Service either by posting and maintaining at the Customer site software to the API Service or by providing other direct means for accessing the API Service (either of such means of access, the "API Link").

3.4.2.2. All costs associated with the implementation and maintenance of the API Link on the Customer site shall be the sole responsibility of Customer. Cirium shall have the right to review and certify Customer's implementation of any API Link, and to prevent unauthorized access to the API Service, prior to Customer placing the API Service into production.

3.5. Terms applicable to all Services.

3.5.1. **Access to the Services.** For any Hosted Service or API Service licensed to the Customer, in addition to any other Scope of Use restrictions, Customer may not (a) use automated applications or software to access, search or download Licensed Material, make multiple printouts or copies of Licensed Material for distribution to any party other than Licensed Users ("**Unauthorized Persons**"); (b) make the Licensed Material or Hosted Service available to Unauthorized Persons on a local area network, a wide area network or on any intranet or extranet; or (c) abstract, download, store, reproduce, transmit, display, copy or use the Licensed Material or Hosted Service other than as permitted above.

3.5.2. **Maintenance of the Services.** Cirium reserves the right to make alterations to the Service or any of their parts. In particular, (i) to make changes in the maintenance hours and in user identification procedures provided that Cirium will not make changes in the maintenance hours except in the case of emergency without giving at least 14 days' notice to the Customer; (ii) to add, amend, delete or otherwise vary all or any of the Licensed Material; (iii) to withdraw the Service from any particular network or to make the Service available through any additional or alternative network.

3.5.3. **External Links.** The Services or Licensed Material may contain links to external sites. Cirium and its Affiliates are not responsible for and have no control over the content of such sites and, to the extent permissible by law, disclaim all responsibility and liability in relation to information available on such sites or accessible from the Services or Licensed Material via hypertext links solely to the extent such information is not in any way modified or altered by Cirium and/or its Affiliates.

MASTER SERVICES AGREEMENT

- 3.5.4. **Updates.** If relevant and available, Cirium may provide Updates for Services and Data license. Customer acknowledges that failure promptly to implement any solutions, corrections, modifications, enhancements or updates issued by Cirium relating to the Services may render such Services unusable or nonconforming and Customer agrees to assume all risks arising therefrom. Any unauthorized modification made to the Services by or on behalf of Customer will invalidate Cirium's obligations under this MSA.
- 3.5.5. **Usage Verification Rights.** Customer agrees to ensure that all usage of the Services and Licensed Material is in accordance with the terms of this MSA. Cirium may, by giving 10 days' written notice, require Customer to provide written verification, certified by an officer of the Customer, that the Services and the Licensed Material are being used in accordance with the permitted Scope of Use. Alternatively, or additionally, by giving 10 days' written notice, Cirium may verify Customer's usage and records to ensure that Customer is using the Licensed Material and Services in compliance with the Scope of Use. If Cirium suspects breach, Customer agrees to provide access to its premises and relevant usage related documentation to internal or external auditors of Cirium for the purposes of such usage verification. Any such usage verification will be conducted during normal Business Hours on a Business Day. Customer will cooperate fully with Cirium and/or its agent and allow inspection of all relevant systems and documentations. Except where Cirium has reasonable grounds to suspect non-compliance, Cirium will not require a verification of use or carry out an audit more than once in any 12-month period. This clause shall survive the expiration or termination of this MSA for a period of 12 months.
- 3.5.6. **Cookies.** Customer agrees and authorises Cirium to use and store cookies (as defined by Directive 2009/136/EC or other relevant jurisdictions) on the computer of the Licensed Users that help Cirium to identify Licensed Users' unique sessions to the Service and to enable License Users to use and operate the Services.
- 3.5.7. **Use Restriction.** Unless otherwise specifically set forth herein or under an applicable Schedule, Customer and its Licensed Users (including its Affiliates and Permitted Affiliates) are strictly prohibited from using the API Service and Licensed Material received from API Service for any passenger rights claims actions, including pursuant to EU Regulation 261/2004 or similar.

3.6. **Professional Services.**

- 3.6.1. Parties shall execute a separate Schedule incorporating a Statement of Work if Cirium is providing any Professional Services for the Customer.
- 3.6.2. In addition to applicable terms and conditions of the provision of Professional Services, such Statement of Work shall also detail applicable fees and deliverables.

4. PAYMENT AND INVOICING.

- 4.1. **Fee.** The Fees that may be due to Cirium in connection with this MSA shall be set forth in the applicable Schedule. Customer's breach of payment terms under this Section 4 shall be construed as a material breach of the MSA. All Fees paid pursuant to this MSA are non-refundable.
- 4.2. **Taxes.** The Fees set out in the Schedules do not include Value Added Tax ("VAT") or any other taxes or duties. The VAT will be included in the Cirium's invoices at the applicable rate. Except for taxes based upon Cirium's net income, Customer shall be responsible for all other taxes, interest or penalties, which arise in connection with the access to or use of the Licensed Materials and Services provided by Cirium under this MSA. Where Customer is exempt by law from applicable Taxes, the Customer shall provide a bona-fide exemption certificate to the Cirium prior to any invoicing.
- 4.3. **Payment Terms.** Customer shall make all payments to Cirium in accordance with instructions on the applicable invoice, which, unless modified by an applicable Schedule, shall include a due date of thirty (30) days from the date of the invoice. Cirium may assess and collect late charges on past due invoices of up to 1.5% per month, or the highest amount permitted by Applicable Law.

MASTER SERVICES AGREEMENT

4.4. Suspension Rights for Non-Payment or Out of Scope usage.

- 4.4.1. In addition to the rights granted in Section 4.3, Cirium may suspend access to, and use of, all Licensed Material or Services and any Updates thereof, until all outstanding invoices have been paid in full. Upon payment of past due invoices, Cirium will reinstate the use of the Licensed Material or Services.
- 4.4.2. Cirium also reserves the right to suspend access to, and use of, Licensed Material or Services if Cirium acting reasonable suspects breach and usage outside the permitted Scope of Use.
- 4.4.3. If Cirium learns, whether pursuant to an audit or otherwise, that Customer exceeded the permitted Scope of Use then in addition to any other remedies that Cirium may have, including the right to suspend access to, and use of, all Licensed Material and Services, Customer shall pay to Cirium the applicable Fees proportionate to such use and Customer agrees to amend this MSA to reflect actual usage.
- 4.4.4. Cirium reserves the right to levy a reasonable charge for reinstatement for any suspensions under this Section 4.4.

5. COMPLIANCE WITH LAWS.

- 5.1. Applicable Laws. Each Party shall comply with all Applicable Laws and regulations in connection with the supply, receipt or use of Licensed Material, Services and Professional Services.
- 5.2. Data Protection.
 - 5.2.1. Each of the Parties shall comply with its respective obligations under applicable Data Protection Laws.
 - 5.2.2. The terms “controller”, “data subject”, “personal data”, “personal data breach”, “processing”, and “processor” will have the meanings ascribed to them in the Data Protection Laws, and where the relevant Data Protection Laws use the term ‘data controller’ or ‘data processor’, they shall be read as controller and processor, respectively. “**Data Protection Laws**” means all data protection laws and regulations, including those of the United Kingdom (“**UK**”), Switzerland, European Economic Area (“**EEA**”) and the European Union (“**Union**”), applicable to the processing of personal data under this MSA, including The General Data Protection Regulation 2016/679 of the European Parliament (“**GDPR**”).
 - 5.2.3. Customer recognizes that, in the process of accessing and using the Services and Licensed Material, Customer and the Licensed Users will supply personal data. Customer represents and warrants that it and the Licensed Users have complied with all applicable obligations under the Data Protection Laws in supplying personal data to Cirium, including providing any required notices and obtaining any required consents and authorisations for Cirium’s processing such personal data and that it is responsible for its decisions and actions concerning the use and other processing of the personal data.
 - 5.2.4. To the extent that Cirium act as a processor of personal data on Customer’s behalf, Cirium will process such personal data in accordance with the Data Protection Laws and Data Processing Addendum (“**DPA**”) attached as Annex 1 to this MSA.
 - 5.2.5. Customer acknowledges and agrees that the services Cirium performs in order to provide the Services and Licensed Material include (i) compiling statistical and other information related to the performance, operation and use of the Services and Licensed Material; and (ii) use data in aggregated and/or anonymized form for security and operations management or for research and development purposes, provided that such information and data will not identify or serve to identify Customer or any data subject.
 - 5.2.6. Customer agrees that while the Services and Licensed Material provide analysis and insight, Customer alone will be responsible for any decisions it may make using insights from Cirium Services as one of several factors, and therefore Customer will be responsible for compliance with any requirements under GDPR Articles 21 (Right to Object) or 22 (Automated Individual Decision Making and Profiling)

MASTER SERVICES AGREEMENT

in so far as they might arise as well as for responding to any requests from any data subject (subject to Clause 4 of the DPA).

5.3. **Anti-Bribery and Inducement provisions.**

5.3.1. Each Party agrees that it shall:

- 5.3.1.1. comply with all Applicable Laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Foreign Corrupt Practices Act (“**FCPA**”) (collectively the “**Relevant Requirements**”);
- 5.3.1.2. maintain in place throughout the term of this MSA its own policies and procedures, including but not limited to adequate procedures under the FCPA, to ensure compliance with the Relevant Requirements and will enforce them where appropriate;
- 5.3.1.3. promptly report to the other Party any request or demand for any undue financial or other advantage of any kind it receives in connection with the performance of this MSA;
- 5.3.1.4. immediately notify the other Party (in writing) if a foreign public official becomes an officer or employee of its organisation or acquires a direct or indirect interest in it (and it warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this MSA); and

5.3.2. Neither Party shall offer or agree to give any employee of the other Party or any other person acting as a consultant to the other Party any gift or consideration of any kind as an inducement or reward for doing or for bearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this MSA or for showing or forbearing to show favour or disfavour to any person in relation to this MSA.

5.3.3. In the event of any breach of this Clause 5.3 by either Party or by anyone employed by it or acting on its behalf (with the knowledge of that Party), the other Party shall be entitled to terminate the MSA.

6. WARRANTIES.

- 6.1. Cirium provides no performance warranties to the Customer with regard to Licensed Material or Services and all contents of the Licensed Material or Services are provided by Cirium to the Customer on an ‘**AS IS**’ and ‘**AS AVAILABLE**’ basis without any warranty with regard to correctness or accuracy of the Licensed Material.
- 6.2. Cirium warrants that it will use commercially reasonable efforts to ensure that the Licensed Material and Services will not knowingly contain any known computer viruses or malware at the time of delivery.
- 6.3. Each Party warrants that its execution of this MSA, and its performance of its obligations and duties hereunder, do not and will not violate any agreement to which it is a party or by which it is otherwise bound, and it is fully authorized to execute this MSA.
- 6.4. Each Party represents and warrants to the other Party that it has the power and authority to enter into this MSA, to grant the licenses contained herein, and to otherwise perform its obligations hereunder.
- 6.5. To the extent permitted by Applicable Law, Cirium expressly disclaims any and all warranties concerning Licensed Material and Services whether express or implied by statute or common law, including (without limitation) any warranty of merchantability or fitness for a particular purpose, privacy rights or any implied warranty arising from law or regulation, course of dealing, course of performance, or usage of trade.

7. CONFIDENTIALITY

- 7.1. **Confidential Information.** All information disclosed (by whatever means, and whether directly or indirectly or before or after the date of this MSA) by either Party (the “**Disclosing Party**”) (or the Disclosing Party’s subcontractors, agents, consultants or employees) to the other Party (the “**Receiving Party**”) (or the Receiving Party’s subcontractors, agents, consultants or employees) and which relates to the Disclosing Party’s business, including any information of a confidential nature relating to the products, Data licensed,

MASTER SERVICES AGREEMENT

customers, pricing, operations, processes, plans, intentions, Data forms, formats and any algorithms or analytics applied thereto, market opportunities or business affairs of the Party or its contractors, suppliers, customers, clients or Affiliates, shall be treated as confidential and proprietary information (“**Confidential Information**”) of the Disclosing Party.

- 7.2. **Exceptions.** The obligations of confidentiality contained in this Section 7.1 to 7.3 do not apply to information which is: (i) known to the Receiving Party at the time of disclosure; (ii) received from a third party who is not bound by an obligation to keep it confidential; (iii) through no fault of Receiving Party generally known to third parties; (iv) independently internally developed by the Receiving Party; or (v) required to be disclosed by Law, by a court of competent jurisdiction or by an authoritative regulatory body or stock exchange provided that, if legally permitted to do so, the Receiving Party gives the Disclosing Party notice of the disclosure and (a) consults with the Disclosing Party as to how any disclosure of Confidential Information may be minimized and (b) co-operates with the Disclosing Party in its attempts to minimize the disclosure.
- 7.3. **Non-Disclosure.** The Receiving Party shall procure that its employees and agents (i) keep Disclosing Party’s Confidential Information confidential using no less than a reasonable degree of care; (ii) not disclose the Disclosing Party’s Confidential Information to any person, other than in accordance with this MSA unless it first obtains the written consent of the Disclosing Party; and (iii) not use the Disclosing Party’s Confidential Information other than as authorized by this MSA or the Disclosing Party.

8. TERM AND TERMINATION

8.1. **Term of the MSA.**

8.1.1. The term of this MSA shall begin March 1, 2021 and shall continue until February 28, 2026 terminated in accordance with this Section 8.

8.1.2. The license term for Data and/or Services shall be as detailed on the relevant Schedule. The term for the Professional Services shall be as detailed on relevant Schedule or Statement of Work.

8.2. **Termination for Convenience.** Either Party may terminate any Schedule at the end of the Initial Term or any Renewal Term by providing no less than thirty (30) days written notice to the other Party before the end of the Initial Term or any Renewal Term. Unless terminated under this MSA, the term of a Schedule will continue for further Renewal Terms.

8.3. **Termination for Cause.** This MSA may be terminated by either Party at any time on written notice if the other Party: (i) breaches any provision of Section 5 (Compliance with Laws) or Section 7 (Confidentiality) of this MSA; or (ii) materially defaults in the performance of any of its duties or obligations under this MSA, and such default is either not capable of being cured or is not substantially cured within thirty (30) days after receiving notice of the default; or (iii) becomes the subject of any voluntary or involuntary proceeding for bankruptcy or if is adjudicated insolvent by any court; or (iv) if trustee or receiver is appointed of the substantial portion of any property of that Party in any suit or proceedings; or (v) makes an assignment of the benefit of creditors or shall seek or obtain the benefit of any bankruptcy or insolvency act; or (vi) ceases to do business. This MSA may be suspended or, at Cirium’s option, terminated immediately without liability in the event that the Customer, any permitted beneficiary or any Licensed User is listed on any sanction regimes of the United Kingdom, European Union, United Nations or United States of America’s regulatory authorities.

8.4. **Post Termination.**

8.4.1. Upon termination of any Schedule or this MSA in its entirety, the Customer shall : (i) immediately discontinue all use of the terminated Services and Licensed Material.; (ii) purge all instances and copies (backup or otherwise) of the Licensed Material; and (iii) provide written certification to Cirium that the Licensed Material has been returned or destroyed.

8.4.2. Upon termination of the MSA, each Party shall (unless as required strictly in accordance with regulatory requirement): (i) immediately cease use of any Confidential Information of the other; (ii) return or

MASTER SERVICES AGREEMENT

destroy all instances and copies of the Confidential Information of the other Party; at the Disclosing Party's option, and (iii) certify such destruction in writing on the Disclosing Party's request.

9. LIMITATIONS OF LIABILITY.

- 9.1. NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER THIS MSA FOR ANY SPECIAL, INCIDENTAL, INDIRECT AND/OR CONSEQUENTIAL DAMAGES OR PURE ECONOMIC LOSSES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFIT, LOSS OF BUSINESS, DEPLETION OF GOODWILL AND/OR ANY SIMILAR LOSSES EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 9.2. CIRIUM'S TOTAL LIABILITY TO THE CUSTOMER UNDER ANY PROVISION OF THIS MSA FOR ANY BREACH OF THIS MSA AND/OR ANY REPRESENTATION, STATEMENT OR TORTIOUS ACT OR OMISSION (INCLUDING NEGLIGENCE) ARISING UNDER OR IN CONNECTION WITH THIS MSA, SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID TO CIRIUM BY THE CUSTOMER FOR THE LICENSE OF THE LICENSED MATERIAL AND SERVICES IN RESPECT OF WHICH THE RELEVANT CLAIM HAS ARISEN FOR THE THEN CURRENT INITIAL TERM OR RENEWAL TERM. THE EXISTENCE OF MORE THAN ONE CLAIM IN RELATION TO THE LICENSED MATERIAL OR SERVICES SHALL NOT ENLARGE OR EXTEND THIS LIMIT. CUSTOMER RELEASES CIRIUM FROM ALL OBLIGATIONS, LIABILITY, CLAIMS OR DEMANDS RELATED TO THE LICENSED MATERIAL OR SERVICES AND USAGE THEREOF UNDER THIS MSA IN EXCESS OF THE LIMITATION PROVIDED FOR IN THIS SECTION 9.
- 9.3. THE LIMITATIONS IN SECTION 9.1 AND 9.2 DO NOT APPLY TO THE LIABILITY OF EITHER PARTY FOR DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF THAT PARTY OR ITS EMPLOYEES OR AGENTS, OR FOR FRAUDULENT MISREPRESENTATION, WILFUL MISCONDUCT OR GROSS NEGLIGENCE.

10. INDEMNIFICATION.

- 10.1. Cirium agrees to defend, indemnify and hold the Customer harmless, and at Cirium's option, settle any action or proceeding of any kind based upon a third party's claim of patent, copyright or trademark infringement asserted against Customer in relation to the Licensed Material or Services as provided to the Customer by Cirium (a "**Claim**"), provided that : (i) the Licensed Material or Services has been used as provided by Cirium; (ii) Cirium is given prompt, written notice of any Claim; (iii) Cirium is given the right to control and direct the investigation, defense and settlement of each Claim; and (iv) the Customer reasonably cooperates with Cirium, at Cirium's expense, in connection with the foregoing and makes no admission or offer of settlement without the prior written consent of Cirium.
- 10.2. This indemnity as detailed in Section 10.1 does not extend to any modifications to the Licensed Material or Services by the Customer where; (i) the modification is the cause of the Claim; or (ii) the Customer's use of the Licensed Material or Services in combination with any other data or service not furnished or authorized by Cirium where such combination is the cause of the Claim.
- 10.3. **Remedy.** Should the Licensed Material or Services become, or in Cirium's opinion is likely to become, the subject of a Claim, Customer shall permit Cirium, at Cirium's option and expense, and as Customer's sole and exclusive remedy, either: (i) to procure for the Customer the right to continue using the Licensed Material or Services; (ii) to replace or modify the same so that it becomes non-infringing; or (iii) to grant the Customer a refund of the unused portion of the fees prepaid by the Customer in relation to the relevant Licensed Material or Services.

11. MISCELLANEOUS.

- 11.1. **Notices.** Notice will be deemed effective when received and served personally, by registered or certified mail, return receipt requested, or by reputable overnight courier, to the addresses stated below.

To Customer:
Hillsborough County Aviation Authority

MASTER SERVICES AGREEMENT

Tampa International Airport
P.O. Box 22287, Tampa, Florida 33622
Attn: Chief Executive Officer

To Cirium:

Cirium,
LNRS Data Services Inc.
522 SW 5th Avenue, Suite 200 Portland, OR 97204 United States
Attn: (i) Legal Director
(ii) legalnotices@lexisnexisrisk.com

- 11.2. **Force Majeure.** Neither Party shall be deemed to be in default of any provision of this MSA or be liable to the other Party or to any third party for any delay, error, failure in performance or interruption of performance resulting directly or indirectly from causes beyond that Party's reasonable control. Such causes shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, communication failures, power failures, earthquakes or other disasters. The period of performance shall be extended to such extent as may be appropriate after the cause of the delay has been removed. If any excusable delay or failure to perform by a Party exceeds thirty (30) days, the other Party shall have the right to terminate this MSA without liability.
- 11.3. **Assignment.** Customer may not assign or transfer its interest, rights or obligations in or under this MSA by written agreement, merger, consolidation, operation of law, or otherwise, without Cirium's prior written consent, which consent may be withheld for any reason. Any assignment by the Customer without consent shall be null and void. Cirium reserves the right to assess reasonable assignment fee.
- 11.4. **Severability.** If any terms of this MSA are determined to be unenforceable, the remaining terms will continue in full force and effect, and these terms will be construed as if the unenforceable term had never existed.
- 11.5. **Survival.** The payment of all amounts due and accrued up to and including the date of termination or expiration of this MSA and Sections 2, 3.3, 3.5.5, 4, 5, 6, 7, 8, 9, 10 and 11 of this MSA shall survive the expiration or termination of this MSA.
- 11.6. **Governing Law and Jurisdiction.** New York law governs the interpretation and enforcement of this MSA, regardless of the law that might otherwise apply under applicable principles of conflicts of law. The Parties agree that any suit, action or proceeding arising out of or relating to this MSA shall be instituted only in the United States District Court for the Southern District of New York or a New York State Court located in New York County. Each of the Parties consents to the exclusive jurisdiction of such courts in any such action or proceeding, waives any objection to venue laid therein and agrees not to plead or claim in any such courts that a proceeding brought therein has been brought in an inconvenient forum.
- 11.7. Any waiver, amendment or modification of this MSA shall not be effective unless made in writing and signed by both Parties. No waiver of any breach, privilege or provision of this MSA will be construed as a waiver of any rights or remedies arising from any other breach, privilege or provision.
- 11.8. Insurance. Cirium, as deemed necessary to fulfil its obligations under this MSA, shall maintain the following limits and coverages uninterrupted or amended throughout the Term of this MSA.
In the event Cirium becomes in default of the following requirements, the Customer reserves the right to take whatever actions deemed necessary to protect its interests. The required Commercial General Liability policy will provide that Customer, members of the Customer's governing body, and the Customers officers, volunteers, and employees are included as additional insureds.

Required Coverage – Minimum Limits

MASTER SERVICES AGREEMENT

11.8.1.1. Workers' Compensation/Employer's Liability Insurance. The minimum limits of 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

11.8.1.2. Commercial General Liability Insurance. The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the Services furnished pursuant to this MSA 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, Cirium under this MSA or the use or occupancy of Customer premises by, or on behalf of, Cirium in connection with this MSA. Coverage shall be provided on a form no more restrictive than ISO Form CG 00 01. Additional Insured insurance coverage shall be provided on a form no more restrictive than ISO Form 20 10 10 01 and CG 20 37 10 01.

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

The insurance maintained by Cirium shall conform to the terms and conditions included at Annex 2, Customer's Insurance Requirement Terms.

11.9. During the performance of this MSA, Cirium, agrees as follows:

11.9.1. Cirium 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 MSA.

11.9.2. Civil Rights. Cirium, with regard to the work performed by it under this MSA, 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. Cirium will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when this MSA covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of this MSA, Cirium, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- 11.9.2.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 11.9.2.2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);



CIRIUM

MASTER SERVICES AGREEMENT

- 11.9.2.3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - 11.9.2.4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
 - 11.9.2.5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
 - 11.9.2.6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - 11.9.2.7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - 11.9.2.8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
 - 11.9.2.9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - 11.9.2.10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - 11.9.2.11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Company must take reasonable steps to ensure that LEP persons have meaningful access to Cirium’s programs (70 Fed. Reg. at 74087 to 74100); and
 - 11.9.2.12. Title IX of the Education Amendments of 1972, as amended, which prohibits Cirium from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- 11.9.3. In all solicitations either by competitive bidding or negotiation made by the Cirium 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 Cirium of Cirium’s obligations under this MSA and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
 - 11.9.4. Cirium will provide all information and reports required by the Regulations or directives issued pursuant thereto and must permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Customer or the FAA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Cirium is in the exclusive possession of another who fails or refuses to furnish this information, Cirium will so certify to Customer or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

MASTER SERVICES AGREEMENT

- 11.9.5. In the event of Cirium's non-compliance with the non-discrimination provisions of this MSA, 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 Cirium under this MSA until Cirium complies, and/or cancellation, termination or suspension of this MSA, in whole or in part.
- 11.9.6. Cirium will include the provisions of Paragraphs 11.9.1 through 11.9.5 in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued thereto. Cirium 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 Cirium becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Cirium may request Customer to enter into such litigation to protect the interests of Customer and, in addition, Cirium may request the United States to enter into such litigation to protect the interests of the United States.
- 11.9.7. Cirium assures that, in the performance of its obligations under this MSA, 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 Cirium, 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. Cirium, if required by such requirements, will provide assurances to Customer that Cirium will undertake an appropriate affirmative action program and will require the same of its subconsultants .
- 11.10. **Compliance with Chapter 119, Florida Statutes Public Records Law. If Cirium has questions regarding the application of Chapter 119, Florida Statutes, to Cirium's duty to provide public records relating to this MSA, contact the Custodian Of Public Records at (813) 870-8721, admcentralrecords@tampaairport.com, Hillsborough County Aviation Authority, P.O. Box 22287, Tampa FL33622.**

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

- 11.10.1. Keep and maintain public records required by Customer in order to perform the Services contemplated by this MSA.
- 11.10.2. Upon request from Customer custodian of public records, provide Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- 11.10.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this MSA Term and following completion of this MSA.
- 11.10.4. Upon completion of this MSA, keep and maintain public records required by Customer to perform the Services. Cirium shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Customer, upon request from Customer custodian of public records, in a format that is compatible with the information technology systems of Customer.



MASTER SERVICES AGREEMENT

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, hereto have executed this MSA along with all Schedules and applicable riders:

Hillsborough County Aviation Authority

LNRS Data Services Inc.

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Date

Date

MASTER SERVICES AGREEMENT
Annex 1
THE GDPR - DATA PROCESSING ADDENDUM (“DPA”)

1. Scope

This DPA applies to Cirium’s processing of personal data (if any) on Customer’s behalf under this MSA. With regard to such processing, Customer is the controller of the personal data and Cirium is the processor of the personal data. This DPA does not apply where Cirium is a controller of personal data.

2. Processing

2.1. Cirium shall not engage another processor without Customer’s prior specific or general written authorization. In the case of general written authorization, Cirium shall inform Customer of any intended changes concerning the addition or replacement of other processors, thereby giving Customer the opportunity to object to such changes in the manner more specifically set forth herein.

2.2. Cirium’s processing shall be governed by this DPA under Union or governing Member State law as set forth in this MSA. In particular, Cirium shall:

- a) process the personal data only on Customer’s documented instructions, including with regard to transfers of personal data to a third country or an international organization, unless required to do so by the Union or Member State law governing such personal data. In such a case, Cirium shall inform Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
- b) ensure that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- c) take all measures required pursuant to Article 32 (Security of Processing) of the General Data Protection Regulation (“GDPR”);
- d) respect the conditions referred to in paragraphs 2.1 and 2.3 for engaging another processor;
- e) taking into account the nature of the processing, assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer’s obligation to respond to requests for exercising the data subject’s rights laid down in Chapter III of the GDPR;
- f) assist Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of processing and the information available to Cirium;
- g) at Customer’s choice and/or on expiry or termination of this MSA, delete or return to Customer all the personal data after the end of the provision of Services relating to processing and delete existing copies unless Union or Member State or other applicable law requires storage of the personal data (which for the avoidance of doubt, does not apply to aggregated or anonymized data);
- h) make available to Customer all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by Customer or another auditor at the Customer’s mandate;
- i) immediately inform Customer if, in Cirium’s opinion, an instruction from Customer to Cirium infringes the GDPR or other Union or Member State data protection provisions.

2.3. Where Cirium engages another processor for carrying out specific processing activities on Customer’s behalf, the same data protection obligations as set out in this DPA shall be imposed on that other processor by way of a contract or other legal act under Union or Member State law, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the GDPR. Where that other processor fails to fulfil those data protection obligations, Cirium shall (subject to the terms of this MSA) remain fully liable to Customer for the performance of that other processor’s obligations.

MASTER SERVICES AGREEMENT

2.4. The subject-matter of Cirium's processing is the personal data provided related to Services and under this MSA. The duration of the processing is the duration of the provision of the Services and under this MSA. The nature and purpose of the processing is in connection with the provision of the Services and data under this MSA. The types of personal data processed are as set out in relevant Service descriptions and other types of personal data submitted to the Services. The categories of data subjects are Customer's employees, Customer users, End Users and clients, prospects, suppliers, business partners and others whose personal data is submitted to the Services.

2.5. This MSA including this DPA are Customer's complete and final documented instructions to Cirium for the processing of personal data. Additional or alternate instructions must be agreed upon separately by the parties. Cirium will ensure that its personnel engaged in the processing of personal data will process personal data only on Customer's documented instructions, unless required to do so by Union, Member State or other Applicable Law.

3. Sub-processing

3.1. Customer hereby provide Cirium general consent to engage other processors for the processing of personal data in accordance with this DPA. Cirium shall maintain a list of such processors (which Cirium may update from time to time) and make it available to Customer on request. Customer may object to the change without penalty by notifying Cirium within fourteen (14) calendar days after Cirium's posted notice of such change. Without prejudice to any applicable refund or termination rights Customer have under this MSA, Cirium shall use reasonable endeavours to change, modify or remove the affected Services and to avoid processing of personal data by such new processor to which Customer reasonably object.

4. Data Subject Rights

4.1. Cirium shall, to the extent legally permitted, promptly notify Customer of any data subject requests Cirium receives and reasonably cooperate with Customer to fulfil Customer's obligations under the GDPR in relation to such requests. Customer shall be responsible for any reasonable costs arising from Cirium's providing assistance to Customer to fulfil such obligations.

5. Transfer

5.1. Cirium shall ensure that, to the extent that any personal data originating from the UK, Switzerland or EEA is transferred by Cirium to another processor in a country or territory outside the UK, Switzerland or EEA that has not received a binding adequacy decision by the European Commission or competent national data protection authority, such transfer shall be subject to an appropriate transfer mechanism that provides an adequate level of protection in accordance with the GDPR.

6. Security of Processing

6.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the parties shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate:

- a) the pseudonymisation and encryption of personal data;
- b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
- d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.

MASTER SERVICES AGREEMENT

6.2. In assessing the appropriate level of security, account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored or otherwise processed.

6.3. The Parties shall take steps to ensure that any natural person acting under the authority of either Party who has access to personal data does not process them except on instructions from Customer, unless he or she is required to do so by Union or Member State law.

7. Personal Data Breach

7.1. Cirium shall notify Customer without undue delay after becoming aware of a personal data breach and shall reasonably respond to Customer's requests for further information to assist Customer in fulfilling Customer's obligations under Articles 33 and 34 of the GDPR.

8. Records of Processing Activities

8.1. Cirium shall maintain all records required by Article 30(2) of the GDPR and, to the extent applicable to the processing of personal data on Customer's behalf, make them available to Customer as required.

9. Audit

9.1. Audits shall be:

- a) Limited to Cirium's processing of personal data under the MSA and compliance with this DPA only;
- b) Conducted by an independent third party reputable auditor;
- c) Subject to the execution of appropriate confidentiality undertakings;
- d) Conducted no more than once per year, unless a demonstrated reasonable belief of non-compliance with this MSA has been made, upon thirty (30) days written notice and having provided a plan for such review; and
- e) Conducted at a mutually agreed upon time and in an agreed upon manner.

10. Conflict

10.1. If there is any conflict or inconsistency between the terms of this DPA and this MSA, the terms of this DPA shall control to the extent required by law. Otherwise, this MSA shall control in the case of such conflict or inconsistency.

MASTER SERVICES AGREEMENT ANNEX 2

Customer's Insurance Requirement Terms

These terms are applicable to all companies with Customer contracts, and to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, every contractor, subcontractor, consultant, and subconsultant at each tier. Unless otherwise provided herein, any exceptions to the following conditions or changes to required coverages or coverage limits must have prior written approval from the Customer General Counsel and Executive Vice President of Legal Affairs or designee.

1. Insurance Coverage:

A. Procurement of Coverage:

With respect to each of the required coverages, Cirium will, at Cirium's expense, procure, maintain and keep in force the types and amounts of insurance conforming to the minimum requirements set forth in Section 11.8 of the MSA. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, Cirium shall further require that all contractors, subcontractors, consultants, and subconsultants at each tier satisfy and meet all the requirements of this MSA, including these terms and conditions. Coverage will be provided by insurance companies eligible to do business in the State of Florida and having an AM Best rating of A- or better and a financial size category of VII or better. Utilization of non-rated companies, companies with AM Best ratings lower than A-, or companies with a financial size category lower than VII must be submitted by the Cirium to the Customer's Director of Risk and Insurance or designee for approval prior to use. The Customer retains the right to approve or disapprove the use of any insurer, policy, risk pooling or self-insurance program.

B. Term of Coverage:

Except as otherwise specified in this MSA, the insurance will commence on or prior to the effective date of this MSA and will be maintained in force throughout the duration of this MSA and for any period of extended coverage required in this MSA. If a policy is written on a claims-made form, the retroactive date must be shown and this date must be before the earlier of the date of the execution of this MSA or the beginning of contract work, and the coverage must respond to all claims reported within three years following the period for which coverage is required unless a longer period of time is otherwise stated in this MSA.

C. Reduction of Aggregate Limits:

If the general or aggregate limit for any policy is exhausted, Cirium, and to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, all of Cirium's contractors, subcontractors, consultants, and sub-consultants at each tier, will immediately take all possible steps to have it reinstated. The commercial general liability policies and any excess or umbrella policies used to provide the required amount of insurance shall include a per project designated aggregate limit endorsement providing that the limits of such insurance specified in this MSA shall apply solely to the work under this MSA without erosion of such limits by other claims or occurrences.

2. Cancellation Notice:

Each insurance policy will be specifically endorsed to require the insurer to provide written notice to the Customer at least 30 days (or 10 days prior notice for non-payment of premium) prior to any cancellation, non-renewal or adverse change, initiated by the insurer, and applicable to any policy or coverage described in this MSA or in this Section. The endorsement will specify that such notice will be sent to:

Hillsborough County Aviation Authority
Attn.: Chief Executive Officer
Tampa International Airport
Post Office Box 22287
Tampa, Florida 33622

Additionally, to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the workers' compensation, commercial general liability and railroad protective insurance (if required) of every contractor, subcontractor, consultant, and sub-consultant at each tier shall be specifically endorsed to require the insurer to provide the Florida Department of Transportation notice within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described in this MSA or this Section.

D. No waiver by approval/disapproval:

MASTER SERVICES AGREEMENT

Customer accepts no responsibility for determining whether Cirium or any contractor, subcontractor, consultant, or sub-consultant at each tier is in full compliance with the insurance coverage required by this MSA. The Customer's approval or failure to disapprove any policy, coverage, or Certificate of Insurance does not relieve or excuse Cirium of any obligation to procure and maintain the insurance required in this MSA or in this Section, nor does it serve as a waiver of any rights or defenses the Customer may have.

E. Future Modifications – Changes in Circumstances:

1. Changes in Coverages and Required Limits of Insurance

The coverages and minimum limits of insurance required by this MSA are based on circumstances in effect at the inception of this MSA. If, in the opinion of the Customer, circumstances merit a change in such coverage or minimum limits of insurance required by this MSA, the Customer may change the coverage and the minimum limits of insurance required, and Cirium will, within 60 days of receipt of written notice of a change in the coverage and/or the minimum limits required, comply with such change and provide evidence of such compliance in the manner required by this MSA. Provided, however, that no change in the coverages or minimum limits of insurance required will be made by the Customer until at least two years after inception of this MSA or two years after any change by the Customer in the coverages or minimum limits of insurance required in this MSA unless extreme conditions warrant such change and are agreeable to both Parties. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, any such change or modification in coverage or limits shall also apply to the contractors, subcontractors, consultants, and sub-consultants at each tier.

If, in the opinion of the Customer, compliance with the insurance requirements is not commercially practicable for Cirium, its contractors, subcontractors, suppliers, consultants, or subconsultants at each tier, at the written request of Cirium, the Customer may, at its sole discretion and subject to any conditions it deems appropriate, relax or temporarily suspend, in whole or in part, the insurance requirements which would otherwise apply to Cirium. Any such modification will be subject to the prior written approval of the Customer's General Counsel and Executive Vice President of Legal Affairs or designee, and subject to the conditions of such approval.

F. Proof of Insurance – Insurance Certificate:

1. Prior to Work, Use or Occupancy of Customer Premises

Cirium and, to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, Cirium's contractors, subcontractors, consultants, and sub-consultants at each tier, will not commence work, or use or occupy Customer's premises in connection with this MSA, until the required insurance is in force, preliminary evidence of insurance acceptable to the Customer has been provided to the Customer, and the Customer has granted permission to Cirium to commence work or use or occupy the premises in connection with this MSA.

2. Proof of Insurance Coverage

Cirium has provided details of the current insurance cover as at the date of this MSA and Customer is content with the information provided. For the record, as preliminary evidence of compliance with the insurance required by this MSA, Cirium will furnish the Customer with an ACORD Certificate of Liability Insurance (Certificate) reflecting the required coverage described in this MSA and this Section.

The Certificate must:

- a. Be signed by an authorized representative of the insurer. Upon request of the Customer, Cirium will furnish the Customer with any specific endorsements effecting coverage required by this MSA. The endorsements are to be signed by a person authorized by insurer to bind the coverage on the insurer's behalf;
- b. State that: "Hillsborough County Aviation Authority, members of the Authority's governing body and Authority's officers, volunteers, and its employees are additional insureds for all policies described above other than workers' compensation and professional liability (if required by contract)";
- c. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, state that the Florida Department of Transportation is an additional insured for commercial general liability;
- d. Indicate that the insurers for all required policies shown on the Certificate have waived their subrogation rights against the Customer, members of the Customer's governing body, and the Customer's officers, volunteers, agents, and employees;

MASTER SERVICES AGREEMENT

- e. Indicate that the Certificate has been issued in connection with this MSA;
- f. Indicate the amount of any deductible or self-insured retention applicable to all coverages; and
- g. Identify the name and address of the Certificate holder as:

Hillsborough County Aviation Authority
Attn.: Chief Executive Officer
Tampa International Airport
Post Office Box 22287
Tampa, Florida 33622;

If requested by the Customer, Cirium will, within 15 days after receipt of written request from the Customer, provide the Customer, or make available for review, a certified complete copy of the policies of insurance. Cirium may redact those portions of the insurance policies that are not relevant to the coverage required by this MSA. Cirium will provide the Customer with renewal or replacement evidence of insurance, acceptable to the Customer, prior to expiration or termination of such insurance.

G. Deductibles, Self-Insurance, Alternative Risk or Insurance Programs:

1. All deductibles, as well as all self-insured retentions and any alternative risk or insurance programs (including, but not limited to, the use of captives, trusts, pooled programs, risk retention groups, or investment-linked insurance products), must be approved by Customer's General Counsel and Executive Vice President of Legal Affairs or designee. Cirium agrees to provide all documentation necessary for the Customer to review the deductible, self-insurance or alternative risk or insurance program.
2. Cirium will pay on behalf of the Customer, any member of the Customer's governing body, and/or any officer, volunteer, agent, or employee of the Customer, any deductible, self-insured retention (SIR), or difference from a fully insured program which, with respect to the required insurance, is applicable to any claim by or against the Customer, or any member of the Customer's governing body, or any officer, volunteer, agent, or employee of the Customer.
3. The agreement by the Customer to allow the use of a deductible, self-insurance or alternative risk or insurance program will be subject to periodic review by the Customer's Director of Risk and Insurance or designee. If, at any time, the Customer deems that the continued use of a deductible, self-insurance, or alternative risk or insurance program by Cirium should not be permitted, the Customer may, upon 60 days' written notice to Cirium, require Cirium to replace or modify the deductible, self-insurance, or alternative risk or insurance program in a manner satisfactory to the Customer.
4. Any deductible amount, self-insurance, or alternative risk or insurance program's retention will be included and clearly described on the Certificate prior to any approval by the Customer. This is to include fully insured programs as to a zero deductible per the policy. Customer reserves the right to deny any Certificate not in compliance with this requirement.
5. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the commercial general liability may not be subject to a self-insured retention. Subject to approval by the Customer under sub-paragraphs 1-4 above, the commercial general liability may contain a deductible, provided that such deductible shall be paid by the named insured.

H. Cirium's Insurance Primary:

The insurance required by this MSA will apply on a primary and non-contributory basis. Any insurance or self-insurance maintained by the Customer will be excess and will not contribute to the insurance provided by or on behalf of Cirium.

To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, Cirium will ensure that the insurance provided by all contractors, subcontractors, consultants, and subconsultants at each tier will apply on a primary basis as to any other insurance available and shall not be more restrictive than the coverage afforded to the named insured.

I. Incident Notification:

Parties agree that considering the Services received by the Customer under the MSA, Cirium will not have access to Customer's site or property nor is Cirium is providing any onsite services to Customer. Therefore, if and to the extent applicable, in accordance with the requirements of

MASTER SERVICES AGREEMENT

Customer Standard Procedure S250.02, Cirium will promptly notify the Customer Airport Operations Center (AOC) of all incidents involving bodily injury or property damage occurring on Customer-owned property, tenant owned property or third party property.

J. Customer Claims, Issues, or Complaints:

In addition to complying with all terms outlined in Standard Procedure S250.02, all Customer claims, issues, or complaints involving property damage or bodily injury related to Cirium will be promptly handled, addressed and resolved by Cirium.

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

K. Applicable Law:

With respect to any contract entered into by the Customer with a value exceeding \$10,000,000, if any required policy or program is: (i) issued to a policyholder outside of Florida or (ii) contains a "choice of law" or similar provision stating that the law of any state other than Florida shall govern disputes concerning the policy, then such policy or program must be endorsed so that Florida law (including but not limited to Part II of Chapter 627 of the Florida Statutes) will govern any and all disputes concerning the policy or program in connection with claims arising out of work performed pursuant to this MSA.

L. Waiver of Subrogation:

Cirium, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required by this MSA, waives all rights against the Customer, members of the Customer's governing body and the Customer's officers, volunteers, agents, and employees, as well as the State of Florida, Department of Transportation, including the Department's officers and its employees, for damages or loss to the extent covered and paid for by any insurance maintained by Cirium. Cirium shall require all contractors, subcontractors, suppliers, consultants and subconsultants at each tier for themselves and their insurers, to the fullest extent permitted by law without voiding the insurance required by this MSA, to waive all rights against the Customer, members of the Customer's governing body and the Customer's officers, volunteers, agents and its employees, as well as the State of Florida, Department of Transportation, including the Department's officers and its employees, for damages or loss to the extent covered and paid for by any insurance maintained by Cirium to the extent covered and paid for by any insurance maintained by Cirium's contractors, subcontractors, suppliers, consultants and subconsultants at each tier. Cirium shall further require that all contractors, subcontractors, suppliers, consultants, and subconsultants at each tier include the following in every contract and on each policy:

"Hillsborough County Aviation Authority, members of the Authority's governing body and the Authority's officers, volunteers, agents, and its employees, as well as the State of Florida, Department of Transportation, including the Department's officers and its employees, are additional insureds for the coverages required by all policies as described above other than workers compensation and professional liability."

M. Cirium's Failure to Comply with Insurance Requirements:

1. Customer's Right to Procure Replacement Insurance

If, after the inception of this MSA, Cirium fails to fully comply with the insurance requirements of this MSA, in addition to and not in lieu of any other remedy available to the Customer provided by this MSA, the Customer may, at its sole discretion, procure and maintain on behalf of Cirium, insurance which provides, in whole or in part, the required insurance coverage.

2. Replacement Coverage at Sole Expense of Cirium

The entire cost of any insurance procured by the Customer pursuant to this Section or this MSA will be paid by Cirium. At the option of the Customer, Cirium will either directly pay the entire cost of the insurance or immediately reimburse the Customer for any costs incurred by the Customer, including all premiums, fees, taxes, and 15% for the cost of administration.

a. Cirium to Remain Fully Liable

Cirium agrees to remain fully liable for full compliance with the insurance requirements in this MSA. To the extent that there is any exclusion, deficiency, reduction, or gap in a policy which makes the insurance more restrictive than the coverage required, Cirium agrees to remain responsible and obligated to make the Customer whole as if Cirium and all of its contractors, subcontractors, consultants, and subconsultants at each tier fully met the insurance requirements of this MSA.

MASTER SERVICES AGREEMENT

b. Customer's Right to Terminate, Modify, or Not Procure

Any insurance procured by the Customer is solely for the Customer's benefit and is not intended to replace or supplement any insurance coverage which otherwise would have been maintained by Cirium or by any of its contractors, subcontractors, consultants, or sub-consultants at each tier. Customer is not obligated to procure any insurance pursuant to these requirements and retains the right, at its sole discretion, to terminate or modify any such insurance which might be procured by the Customer pursuant to this MSA or this Section.

MASTER SERVICES AGREEMENT HOSTED SERVICES SCHEDULE

This Hosted Services Schedule ("**Hosted Service Schedule**") is entered into between Cirium and Customer as of March 1st, 2021 ("**Service Effective Date**"). This Hosted Service Schedule is a part of and subject to the Master Services Agreement between Cirium and Customer dated March 1st, 2021 (the "**MSA**") and the Hosted Service Terms and Conditions hereunder. Unless otherwise defined in this Hosted Service Schedule, capitalized terms used herein are defined in the MSA.

Hosted Services:	<p>Diio Mi Diio Mi is an online look up tool for route and schedule analysis and forecasting.</p> <p>Diio Mi Fleet Diio Mi Fleet is an online look up tool for route and schedule analysis and forecasting.</p> <p>Diio Mi Add on: FMD Diio Mi Add-on: FMD is an additional module for domestic traffic for U.S. airports.</p> <p>Diio Mi Add on: FMg Diio Mi Add-on: FMg is an additional module for global traffic for airports in Canada and the Caribbean.</p> <p>Diio Mi Add on: QSI Diio Mi Add-on: QSI is an additional online module that adds forecasted passenger demand data using estimated "fair market shares" for each airline in specific markets.</p>
Initial Term	Five (5) Years from Service Effective Date.
Renewal Term:	This Data Schedule will not renew without prior written agreement by the Parties.
Scope of Use:	<p><u>Scope of Use for the Hosted Services (detailed above):</u></p> <p>Number of Licensed Users: Up to Six (6) Users</p> <p>Permitted Usage: Customer is only permitted to use the Service for:</p> <ol style="list-style-type: none"> 1. Customer’s internal analysis and planning purposes by Customer’s Air Service Development team, in order to determine ways to attract and retain air service from airlines. 2. Forecasting incoming air traffic to the Tampa International Airport for resource planning purposes. 3. Except as specifically provided herein, Customer is strictly prohibited from sharing or reselling Licensed Material with any external third parties. <p>Department: Air Service Development Location: Tampa, Florida Permitted Affiliates: None*</p> <p>*The Customer is not permitted to share the access details for the Hosted Services with any third party or its Affiliates.</p>



CIRIUM

MASTER SERVICES AGREEMENT

Additional Terms:	<p>If Customer receives U.S. Department of Transportation (“DOT”) Origin and Destination (“O&D”) Data (“DB1B Data”) via the Cirium Service, below additional requirement shall apply:</p> <ul style="list-style-type: none"> All U.S. users must complete their Certification to Protect Restricted Release Aviation Economic Information, which is available from Cirium or the Office of Airline Information at the DOT’s Bureau of Transportation Statistics. It should be noted that Non-U.S. users do not have access to international O&D data but may access U.S. domestic O&D data.
Delivery:	Via Internet
Fees:	<p>The Initial Term Fees for the Hosted Services set forth above are as follows:</p> <p>Year 1 (March 1, 2021 – February 28, 2022): USD 60,000.00 Year 2 (March 1, 2022 – February 28, 2023): USD 62,400.00 Year 3 (March 1, 2023 – February 29, 2024): USD 64,896.00 Year 4 (March 1, 2024 – February 28, 2025): USD 67,491.00 Year 5 (March 1, 2025 – February 28, 2026): USD 70,190.00</p> <p>The Fees for any agreed upon Renewal Terms (following March 1, 2026) will be assessed and set forth at Cirium’s then current rates. All Fees are exclusive of any applicable taxes or shipping and handling charges.</p>
Billing Frequency:	Annually
Delivery & Invoicing Details:	<p><u>Delivery Details:</u> Company Name: Hillsborough County Aviation Authority Address: Tampa International Airport, P.O. Box 22287, Tampa, FL, 33622-2287 Contact Name: Guy Brown Title: Air Service Development Email: gbrown@tampaairport.com</p> <p><u>Invoicing Details:</u> Company: Hillsborough County Aviation Authority Address: Tampa International Airport, P.O. Box 22287, Tampa, FL, 33622-2287 Contact: Guy Brown Title: Air Service Development Email: gbrown@tampaairport.com Phone: 8138708793</p>
Support	<p>Standard Support: Support for all Cirium Service will be provided by Cirium Help Desk. Customer may submit email to Cirium Help Desk using designated support email address: helpdesk@cirium.com. Cirium Help Desk operates during the Business Hours of 8:00am to 12:00am (midnight) UTC (Coordinated Universal Time) and shall acknowledge receipt of any support inquiry within one Business Day. The acknowledgement of receipt may also include suggestions for resolving the issue or an estimate of the time to resolve the issue.</p>



MASTER SERVICES AGREEMENT

	<p>For any hosted Services, Cirium provides status updates related to unplanned maintenance and outages at https://status.cirium.com.</p> <p>Cirium neither provides any warranty for uninterrupted Service nor accuracy or correctness of the data provided as Cirium does not control both ends of these Services. Data timeliness, accuracy, quality, breadth, and depth vary by source and therefore Cirium disclaims all warranties (including support) thereof.</p>
--	---

HOSTED SERVICE TERMS AND CONDITIONS:

Following terms shall apply to any access and use of Hosted Services by the Customer and its Licensed Users:

1. License Terms and Use Restrictions

- 1.1. Subject to Customer fulfilling its obligations under these Terms and prompt payment of all fees, Cirium grants Customer a non-exclusive, non-transferable, non-sublicensable, limited term, revocable license for the Customer and its Licensed Users to access and use the Cirium's Hosted Services and the Licensed Material for the Permitted Purposes only, and only as permitted by the relevant License Type, and at all times subject to and in accordance with these Terms. All other uses are expressly reserved and prohibited.
- 1.2. Subject to the above, Customer and its Licensed Users may: (i) search, interrogate, and display the data accessed through the Licensed Material on a computer screen; (ii) make a limited number of printouts of items included in the Licensed Material using the printing commands contained in the Hosted Services; (iii) download and store in machine readable format a single copy of insubstantial portions of the Licensed Material; and (iv) download and store a single copy of relevant Licensed Material for the Customer's audit and regulatory purposes but not for any other purpose.
- 1.3. The following is not permitted in this license but would be subject to a separate additional license or agreement and additional or different fees or payment arrangements:
 - 1.3.1. the creation of Derivative Works
 - 1.3.2. hosting services
 - 1.3.3. resale or distribution to third parties.
- 1.4. The Customer may not:
 - 1.4.1. abstract, download, store, reproduce, transmit, display, copy or use the Licensed Material other than as expressly permitted in these Terms or Schedule;
 - 1.4.2. lend, sell, resell, license, sublicense, distribute, make available, rent or lease any Hosted Services or any parts of the Licensed Material or include it in a service bureau or outsourcing offering;
 - 1.4.3. modify the Hosted Services or the Licensed Material without Cirium's express written permission;
 - 1.4.4. use any algorithm, application, device, method, system or software to: (i) access, use, search, copy, monitor, mine, extract or scrape data or other Licensed Material from the Hosted Services; or (ii) disable or incapacitate any part of the Hosted Services or any usage tracking application or program used by Cirium
 - 1.4.5. make multiple printouts or copies of Licensed Material for distribution to any party other than Licensed Users (with the exception of Section 1.5 – on ad hoc inclusion in presentations below);
 - 1.4.6. make the Hosted Services or any Licensed Material available to any party other than Licensed Users on a local area network, a wide area network or on any intranet or extranet except as may be otherwise agreed;
 - 1.4.7. use or authorize the use of software incorporated in the Hosted Services other than as part of the Hosted Services;

MASTER SERVICES AGREEMENT

- 1.4.8. use or access any Hosted Services for the purposes of monitoring its availability, performance or functionality, or for any other benchmarking, comparison with Hosted Services not supplied by Cirium or other competitive purposes;
 - 1.4.9. use the Hosted Services or Licensed Material therein for or in conjunction with any unlawful purpose;
 - 1.4.10. interfere with or disrupt the integrity or performance of any Hosted Services or third-party data contained therein;
 - 1.4.11. remove any copyright or other proprietary rights notice contained or included in the Hosted Services or Licensed Material;
 - 1.4.12. permit or seek to obtain direct or indirect access to or use of any Hosted Services in a way that circumvents a contractual usage limit;
 - 1.4.13. except as permitted by applicable law, copy, reverse engineer, decompile or modify any software incorporated in any Hosted Services or any part, feature, function or user interface thereof or make any other attempt to discover the source code or scripts used to provide the Hosted Services;
 - 1.4.14. use the Hosted Services and any Licensed Material in any way not expressly authorized in these Terms.
- 1.5. Notwithstanding the foregoing, Customer may include small extracts of Licensed Material in presentations to customers and prospects on an ad-hoc basis, provided always that the Customer acknowledges Cirium as a data source, and further provided that Customer accompanies the extract with the following disclaimer in all such presentations:
- "This information has been extracted from Cirium's Hosted Services. Cirium has not seen or reviewed any conclusions, recommendations or other views that may appear in this document. Cirium makes no warranties, express or implied, as to the accuracy, adequacy, timeliness, or completeness of its data or its fitness for any particular purpose. Cirium disclaims any and all liability relating to or arising out of use of its data and other content or to the fullest extent permissible by law."***
- 1.6. Cirium accepts no liability or responsibility to any third party who benefits from, uses or relies on the Hosted Services or gains access to the Licensed Material to the extent caused by Customer's negligence or misconduct. The Customer will indemnify Cirium from and against all liabilities, losses, damages, costs and expenses that Cirium incurs in connection with any claims against Cirium by any such third party to the extent caused by Customer's negligence or misconduct.
- 1.7. The use of and access to Hosted Services are subject to usage limits, including the quantities specified in the Schedule and where a quantity in the Schedule refers to Licensed Users, the Hosted Services may not be accessed by more than that number of Licensed Users. If Customer exceeds a contractual usage limit, Cirium may charge for uses above the contractual limits.

2. Access to Hosted Services; Security

- 2.1. The Customer shall comply with all of Cirium's instructions relating to the security of the Hosted Services and the Licensed Material. Customer shall have in place and maintain appropriate and up-to-date technical and organizational measures designed to protect all Licensed Material against unauthorized access, disclosure, copying or distribution, and Customer shall comply with Customer's reasonable instructions from time to time in any matters relating to the protection of and the prevention of piracy of Licensed Material.
- 2.2. Cirium may allocate a specially designated username and password to the Customer and to Licensed Users for the sole use of the Customer or Licensed Users to access the Hosted Services and the Licensed Material. Where usernames are issues, they are unique to the named individual Licensed User and must not be shared or transferred. Cirium may alter usernames and/or passwords from time to time in accordance with its standard security procedures and shall inform the Customer accordingly.
- 2.3. The Customer shall notify Cirium promptly if it becomes aware or suspects that any Unauthorized Person has obtained a username or password. Cirium will alter the password and inform the Customer accordingly.

MASTER SERVICES AGREEMENT

- 2.4. Customer shall inform Cirium immediately if any Licensed User no longer requires access to the Hosted Services to perform their work for Customer for any reason so that such Licensed User's access to the Hosted Services and related documentation can be disabled promptly.
- 2.5. If Cirium suspects that a password is being used by more than one person or by anyone other than the Licensed User for whom it was issued, or if Cirium detects use of the Licensed Material in excess of licensed usage specified on the applicable Schedule, it may immediately suspend access by Customer and/or Licensed User or cancel the relevant password.

3. Availability of Hosted Services

- 3.1. Cirium shall use reasonable endeavors to ensure that Hosted Services are available to Customers and Licensed Users excluding downtime for regular or emergency maintenance, which will be kept to a minimum.
- 3.2. Time is not of the essence in respect to the delivery of any particular Hosted Services or Licensed Material, and Cirium's sole obligation and Customer's sole and exclusive remedy is to request that Cirium reinstate service as soon as is practically possible.

AGREED:

Hillsborough County Aviation Authority

LNRS Data Services Inc.

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Date

Date