

HILLSBOROUGH COUNTY AVIATION AUTHORITY

DEVELOPMENT AGREEMENT

FOR

SOFTWARE DEVELOPMENT, COBRANDING, AND REVENUE SHARE

Company: THE INDOOR LAB LLC

Board Date: May 4, 2023

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DEVELOPMENT AGREEMENT
FOR
SOFTWARE DEVELOPMENT, COBRANDING, AND REVENUE SHARE
TAMPA INTERNATIONAL AIRPORT

This DEVELOPMENT AGREEMENT FOR SOFTWARE DEVELOPMENT, COBRANDING, AND REVENUE SHARE (Agreement) is made and entered into this 4th day of May, 2023, by and between the HILLSBOROUGH COUNTY AVIATION AUTHORITY, an independent special district existing under the laws of the State of Florida (Authority), and THE INDOOR LAB LLC, a limited liability company organized under the laws of the State of New York and authorized to conduct business in the State of Florida (hereinafter individually and collectively referred to as the Party or Parties).

WITNESSETH:

WHEREAS, the Authority owns, operates, and maintains an airport known as the Tampa International Airport, located in Hillsborough County, Florida (Airport); and

WHEREAS, the Legislature of the State of Florida has granted to Authority broad power to adopt regulations; to enter into contracts including limited and exclusive agreements; to license property; to fix and collect rates, fees, and other charges for the use of services or facilities furnished by Authority; and to exercise and perform all powers and prerogatives conferred to it by Chapter 2022-252, Laws of Florida; and

WHEREAS, Authority and Company entered into a ninety (90) day Proof of Concept for implementation of Company's Solution; and

WHEREAS, based on successful completion of that Proof of Concept, Authority desires to hire Company to design, develop, implement, support, and maintain Company's Solution; and

WHEREAS, Company represents it is qualified and desires to provide the Services.

WHEREAS, Authority and Company each will provide material support for the development of Lab Products, including financial, facility, and resource support.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby mutually acknowledged, the Parties enter into this Agreement and agree, each for itself and its successors and assigns, as follows:

ARTICLE 1
PREFACE

1.01 Definitions

Additional words and phrases used in this Agreement but not defined herein shall have their usual and customary meaning. The following terms will have the meanings as set forth below:

A. Acceptance

Means acceptance by Authority of the complete, functional Solution.

B. After Action Review (AAR)

Means a systematic process for identifying the Root Causes of problems or events and an approach for responding to them. Based on the idea that effective management requires more than merely “putting out fires” for Errors that develop, but instead requires finding a way to prevent such Errors from occurring again.

C. Airside Terminals

Means the four buildings at the Airport designated as Airsides A, C, E, and F supporting passenger airline operations which are connected to the Main Terminal and through which passenger aircraft are loaded or unloaded. The Authority anticipates adding Airside D to this Agreement in the future.

D. Applicable Fees

1. For Lab Products in the United States the fees are:

- i. Hosting and associated infrastructure,
- ii. Software and subscriptions such as third-party commercially licensed software components or other non-Company subscription/licensing,
- iii. Overhead for system operations (monitoring, alerts, maintenance), and
- iv. Taxes.

2. For Lab Products outside of the United States the fees are:

- i. Hosting and associated infrastructure,
- ii. Software and subscriptions such as third-party commercially licensed software components or other non-Company subscription/licensing,
- iii. Overhead for system operations (monitoring, alerts, maintenance),
- iv. Local agent / associate management assigned to Company, and
- v. Currency exchange rate, duties, tariffs & taxes such as value added tax.

E. Applicable Laws

Include all laws, statutes, ordinances, rules, and regulations lawfully issued or promulgated by any Governmental Authority governing or otherwise applicable to the Airport (including Airport Rules and Regulations), as any of the same may now exist or may hereafter be adopted or amended, modified,

extended, re-enacted, re-designated, or replaced from time to time, and judicial interpretations thereof.

F. ARR

Means annual recurring revenue.

G. Airport Rules and Regulations

Collectively mean the lawful rules and regulations governing the conduct and operation of the Airport promulgated from time to time by the Authority pursuant to Applicable Laws including, without limitation, Policies, Standard Procedures and Operating Directives, the Airport Security Plan, as well as the Airport Certification Manual, Ground Operations Manual, Surface Movement Guidance, Control System Plan, and Airport Emergency Plan, and any other operational matters related to the operation of the Airport, in each case as such may be in force and as amended from time to time.

H. Board

Means the Hillsborough County Aviation Authority Board of Directors.

I. CEO

Means the Hillsborough County Aviation Authority Chief Executive Officer.

J. Company

Includes collectively, The Indoor Lab LLC and any of its affiliates, officers, volunteers, representatives, agents, employees, contractors, subcontractors, licensees, insurers subtenants, suppliers and those under its control.

K. Confidential Information

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

L. Covered Industries and Markets

Means mass transportation industries for intermodal transportation of passengers including:

1. Domestic and international commercial airports, and general aviation airports
2. Domestic and international cruise ship/passenger ports
3. Domestic and international passenger rail stations
4. Other industries and markets where the Lab Product was initially developed at the Airport

as specified by the Parties under this Agreement.

M. Data Breach

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

N. Deliverables

Include the Services, without limitation, warranty, support, materials, equipment, Lab Product, and things required to be done, furnished or performed by Company in accordance with the terms of this Agreement as provided in the Work Plan for the Solution.

O. Documentation

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

P. Enhancement

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

Q. Error

Means any failure of the Solution to substantially conform to the applicable Work Plan. However, any nonconformity resulting from Authority misuse, improper use, alterations, or damage to Solution, or Authority combining or merging Solution with Hardware or Software not supplied or identified as compatible by Company, shall not be considered an Error.

R. Error Correction

Means either a change or addition that when made or added establishes substantial conformity of the subject Solution to the Work Plan, or a procedure or routine that, when made or added to the Solution, brings the operation of the Solution into material conformance with the applicable Work Plan, without changing the basic function of the Solution.

S. Escrow Agent

Means an independent third party that holds Software Source Codes or other internet protocol address as defined in an Escrow Agreement.

T. Escrow Agreement

Means an agreement outlining requirements to the Escrow Agent when specific events occur, such as the Company becoming insolvent or defaulting on its maintenance obligations under this Agreement.

U. FAA

Means the U.S. Department of Transportation Federal Aviation Administration or any successor thereto.

V. FOD

Means Foreign Object Debris.

W. Governmental Authority

Includes any Federal, State, county, municipal, or other governmental entity (including the Authority in its governmental capacity), or any subdivision thereof, with authority over the Airport.

X. Gross Receipts

Means the total amount of monies collected by Company from Lab Product SAAS revenue during its annual accounting period, without subtracting any costs or expenses, that arise out of this Agreement.

Y. Handoff

Is the event that occurs when Authority first uses the Solution in Production. For each Lab Product, Acceptance will be a separate event from Handoff.

Z. Hardware

Includes the LiDAR sensors that send and receive light from objects in the scene and any other physical components of the Solution.

AA. Improvements

Include Updates, Upgrades, variations, alterations, Error Corrections, functional changes or other changes to the Solution and Documentation, for the purposes of, without limitation:

- i. improving Software efficiency and functionality;

- ii. improving operational integrity and efficiency;
- iii. supporting legislated, regulatory, security or other lawful requirements;
- iv. correcting Errors; and
- v. implementing additional licensed Software.

BB. Incident

Means an unexpected event that disrupts business operational processes or reduces the quality of Services with the Solution.

CC. Lab Product

Means Software:

1. That takes data from LiDAR technology designated for a specific use case (technology plus application),
2. That is developed and engineered with support of the Authority, and
3. That is deployed with a SAAS subscription agreement or that is deployed and licensed for On-premises use.

DD. LiDAR

Means light detection and ranging.

EE. Main Terminal

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

FF. Major Incident

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

GG. Malware

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

HH. Net Solution Sales and ARR

Is the amount calculated as the sum of the Gross Receipts less Applicable Fees.

II. POC or Proof of Concept

Means Proof of Concept which is a short-term engagement that is part of the business development process which is contracted for a period of one year or less and with the purpose to assess the efficacy of a technology product or solution for customer business requirements.

JJ. On-premises

Means licensed software that is bought and installed and runs on computers on the premises of the company or organization using the software, rather than at a remote facility such as the cloud.

KK. Perception Software

Means Software designed for fast and reliable processing of large amounts of data and is therefore ideal for high-speed data acquisition.

LL. Production

Use of the Solution in a live operational environment. Production is not use of the Solution in a test or development environment.

MM. Root Cause

Means a fundamental reason or factor that causes an Error.

NN. SAAS

Means a cloud based subscription agreement for the use of Software with Company.

OO. Services

Include the design, Software development, implementation, cobranding, maintenance, support of and everything else required to carry out the Solution.

PP. Software

Means the proprietary software owned by Company made accessible to Authority pursuant to this Agreement.

QQ. Software Support

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

RR. Solution

Means the Hardware and Lab Product, converted data, system interfaces, databases and Documentation that are to be installed by Company and implemented by Company, including the Deliverables to be provided by Company to the Authority, all as contemplated under the terms of this Agreement, as the same may be updated, upgraded, enhanced or otherwise modified or adapted from time to time.

SS. Source Code

Means the text listing of commands to be compiled or assembled into an executable computer program.

TT. TSA

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

UU. Updates

Means revisions or additions to the Solution provided by Company and includes software patches, security updates, and new features. Does not include separate modules or functions that are separately licensed or new products that are developed and marketed as separate products by the Company.

VV. Upgrades

Means new versions of Software that generally add features, new functionality, new certifications, and/or that generally increase capacity of the Software to process information. Upgrades includes, but is not limited to releases, which may include both Error Corrections and Enhancements.

WW. User Acceptance Testing

Means the test that demonstrates the correct operation of the Solution's functions as specified within this Agreement including all the interfaces, system security, and data conversion components.

XX. Work Plan

The order form used by Authority and Company in accordance with Article 2, Scope of Services, a sample of which is included as Exhibit B.

1.02 Exhibits

The following Exhibits are attached hereto and are hereby incorporated and made a part of this Agreement. Based on the needs of Authority, the Exhibits may be modified from time to time, as agreed to in writing by the Parties without the need for formal amendment to this Agreement.

- A. Exhibit A Scope of Services
- B. Exhibit B Sample Work Plan
- C. Exhibit C Scrutinized Company Certification
- D. Exhibit D Escrow Agreement

ARTICLE 2

SCOPE OF SERVICES

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

2.02 Work Plan

A. Without invalidating this Agreement, Authority may, at any time, order additions, deletions or revisions to the Services only by written Work Plan. Prior to the onset of any additions, deletions or revisions in the Services to be performed, Company and Authority will outline each task involved, detail the associated costs, and include the names, titles, responsibilities, and resumes of Company's personnel that will be assigned to the task in a work order as shown in Exhibit B, Sample Work Plan. The Work Plan schedule may go beyond the termination date of this Agreement if necessary to complete the Work Plan tasks. Company will use its best efforts to ensure that each task in the Work Plan is completed on budget and on time according to the agreed upon Work Plan schedule.

Company will include a detailed project schedule and design plan in the Work Plan that at a minimum includes the following:

1. Planning, installation, testing, and other major milestones associated with the Services.
2. Testing by Authority within one (1) month of Company's notification of completion.
3. Level of staff effort, roles, and responsibilities, project tasks, and sequencing necessary to perform the Services.
4. Final completion.

5. Acceptance.
 6. Final drawings to be submitted to Authority no later than one month following Acceptance.
 7. Milestones at which Authority must participate, the type of participation required, and the length of time estimated that will be required of Authority participants.
 8. Design drawings.
 9. A layout of the network design.
- B. Company will only begin Services upon execution of the Work Plan by Company and Authority. All such Services will be executed under the applicable conditions of this Agreement. No Services will be paid for unless authorized by written Work Plan prior to the performance of such Services.
- C. Upon execution of the Work Plan, the Authority will issue a purchase order to Company to perform the specific items agreed upon pursuant to the schedule and cost estimate outlined in the Work Plan. The Authority's Vice President of Information Technology Services or designee will have the authority to execute any Work Plan on behalf of the Authority consistent with the terms of this Agreement. No Services will be initiated by Company until Company receives the purchase order which will include the final agreed upon Work Plan.
- D. If Authority and Company cannot agree on the details of the Work Plan, Authority will be entitled to select another company to provide the Services. If Company cannot complete an executed Work Plan within the agreed upon schedule or cost estimate, Authority may terminate the Work Plan and Authority will be entitled to select another company to provide the Services.

2.03 Coordination

In connection with all Services to be performed by Company pursuant to this Agreement, Company will coordinate all activity and Hardware installation that affects the use of fiber, cabling, and cable tray with Authority.

2.04 Improvements

- A. From time to time Company may provide Improvements to the Solution. Company shall notify the Authority of any Improvements developed or acquired by Company.
- B. Where Company produces or acquires Improvements for any part of the Solution, Authority shall have the right to obtain such Improvements together with supporting Documentation at no additional cost for so long thereafter as Authority continues to pay the annual support charge.
- C. Company shall follow industry-standard release management lifecycle framework including appropriate planning, building, testing, preparing, and deploying. Release notes detailing

Enhancements, Updates, Upgrades, Improvements, bug fixes, and other changes are to be sent to Authority (5) business days ahead of deployments.

- D. Authority reserves the right to install or not install any of the Improvements provided or made available by Company, without in any way affecting the warranty or support obligations of Company under this Agreement.
- E. Where Improvements constitute new versions or Upgrades of the Lab Product, Authority shall be entitled to refrain from installing such new version or Upgrade on a temporary or permanent basis, without in any way affecting the warranty or support services under this Agreement. Where any new versions or Upgrade are installed by Authority, Authority shall be entitled, where necessary or appropriate, to run the current and new versions or Upgrades concurrently until the new version or Upgrade has been installed and tested to Authority's satisfaction, but in any event for not more than ninety (90) days following installation of the Upgrade.
- F. In the event of an Error, defect, deficiency, unplanned outage, failure, problem, or non-conformance in the Solution, Company, at the request of Authority, shall as soon as possible repair, replace, or otherwise make good at its own option and expense the Error, defect, deficiency, failure, problem or non-conformance. If Authority reports an Error, defect, deficiency, failure, problem, or non-conformance to Company, Authority shall give Company reasonable access to the System and Hardware on which the System resides and shall provide such information as the Company may reasonably request, including sample output and other diagnostic information, in order to permit Company to expeditiously correct the Error, defect, deficiency, failure, problem or non-conformance. All corrections shall become part of the Solution and shall be subject to the terms and conditions set out in this Agreement. For the purposes of this Agreement, an Error, defect, deficiency, failure, problem, or non-conformance is corrected only when the Solution is brought into conformity with the Work Plan.
- G. Notwithstanding anything else herein contained, in the event an Error, defect, deficiency, failure, problem, or non-conformance in the Deliverables, not caused directly by an unapproved Improvements, results in the Solution being functionally inoperable within a period of one (1) year following installation, and Company is unable to remedy such Error, defect, deficiency, failure, problem or non-conformance to Authority's satisfaction within thirty (30) days of being notified of the same, Authority shall be entitled, at its option, to reject the Lab Product and receive a refund of all amounts paid to Company for the individual Lab Product. Unapproved Improvements are changes to the Software not approved by the Company but made by Authority or on its behalf by someone other than the Company.

ARTICLE 3

TERM

3.01 Effective Date

This Agreement will become effective upon execution by Company and approval and execution by

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

3.02 Term

The initial Term of this Agreement will be for a period of seven (7) years and will commence on May 4, 2023.

3.03 Commencement of Fees and Charges

All fees and charges payable by the Authority under this Agreement will commence on May 4, 2023 and will continue for the Term of this Agreement. Sales by the Company that predate May 4, 2023 may generate Net Solution Sales and ARR, a percentage of which is owed to the Authority.

3.04 Renewal Options

This Agreement shall have two (2), five (5) year renewal options, subject to approval by each Party. A renewal option may be exercised only if Company is not in default of any terms of this Agreement at the time of exercising the renewal option, including the payment of any Net Solution Sales and ARR to Authority. Company may request the exercise of a renewal option in writing to Authority's CEO at least one hundred eighty (180) calendar days prior to the expiration date of the then-current Term or renewal term, as the case may be. Such request shall be either accepted or rejected at the sole discretion of the Authority CEO by written notice to Company within ninety (90) calendar days of receipt of the request to exercise such renewal option. A renewal option approved by the Authority will be effective by letter from Authority without formal amendment to this Agreement.

Ninety (90) days before the end of the initial Term and before each renewal option of this Agreement, the Parties will review the Company list price against prevailing market rates to align the Net Solution Sales and ARR revenue share percentage to determine the percentage of Net Solution Sales and ARR sold by the Company to Covered Industries and Markets for the renewal term, if any. The Company agrees to compensate the Authority a percentage between ten percent (10%) and twenty percent (20%) of Net Solution Sales and ARR sold by Company to Covered Industries and Markets during each renewal term.

Upon renewal of this Agreement, the percentage of Net Solution Sales and ARR sold by the Company to Covered Industries and Markets will change to the agreed-upon percentage for each renewal term.

3.05 Early Termination

Authority may terminate this Agreement, without cause, by giving ninety (90) calendar days written notice to Company. Upon termination of this Agreement for any reason or cause, the Parties shall take such reasonable steps to affect an orderly transition of the relationship between them and seek to minimize the disruption to the Parties arising from such termination.

3.06 Transition Assistance

In the event of any expiration or termination of this Agreement or award and transition to a new Agreement, Company will cooperate fully with Authority to ensure an effective and efficient transition of Services. Company acknowledges its responsibility to continuously perform the Services and maintain the same level of Services during such transition period. The terms of this Agreement shall govern the Company's and Authority's rights and obligations during such transition period.

The transition period will be no more than three (3) months following the Term of this Agreement, including any renewal options.

ARTICLE 4

FEES AND PAYMENTS

4.01 Net Solutions Sales and ARR

During the initial Term of this Agreement, Company agrees to compensate the Authority thirty (30%) percent of the Net Solution Sales and ARR sold by Company to Covered Industries and Markets for seven (7) years following the date of the first payment received by Company for each solution sold by Company to Covered Industries and Markets.

If Company solely invents, develops, and finances the prototyping and integration of a product aimed at demonstrating the feasibility of a concept of the synchronous FOD system for runway FOD detection ("Developed Product"), Authority shall receive a revenue share equal to ten percent (10%) of the Net Solution Sales and ARR generated by the Developed Product. This reduced revenue share shall continue until such time as Company's development costs for the Developed Product have been fully recovered by Company from the revenue generated. Upon such full reimbursement of Company's development costs, Authority's revenue share shall be increased to thirty percent (30%) of the Net Solution Sales and ARR attributable to the Developed Product. Any other invention, development and financing of a product at the Airport aimed at demonstrating the feasibility of a concept must be subject to an approved Work Plan with the Authority prior to commencement of work.

Notwithstanding anything to the contrary in this Agreement, this Section 4.01 will survive termination and/or expiration of this Agreement.

4.02 Commencement of Payment

Authority will pay Company in accordance with the pricing as agreed upon on an executed Work Plan by Company and Authority.

A. Development Fees from the Authority to Company

1. 60% of the estimated cost of each Lab Product authorized, no later than thirty (30) days following issuance of the applicable Work Plan.

2. 40% of the estimated cost of each Lab Product, no later than thirty (30) days following Acceptance from Company of the Solution.

B. ARR SAAS/On-Premises Fees from Authority to Company

One hundred percent (100%) of initial annual fee no later than thirty (30) days following Acceptance by Authority. One hundred percent (100%) of annual renewal fee no later than thirty (30) days following the anniversary of the Solution Acceptance date.

4.03 Invoices

Invoices required by this Agreement will be created and submitted by Company to Authority Finance Department via Oracle iSupplier® Portal Full Access in a form acceptable to Authority and will include at a minimum the invoice date, invoice amount, dates of Service, all assigned and on-going project activities during the preceding billing period, and purchase order number.

4.04 Payment Method

Company will receive electronic payments via Automated Clearing House (ACH), ePayables, or Purchasing Card (Pcard). Information regarding the electronic payment methods and processes including net terms is available on Authority website at www.TampaAirport.com > Learn about TPA > Airport Business > Procurement > Solicitations and Contracts > Additional Resources > Electronic Payment Methods. Authority reserves the right to modify the electronic payment methods and processes at any time. Company may change its selected electronic payment method during the Term of this Agreement in coordination with Accounts Payable.

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

4.05 Payment When Services Are Terminated at the Convenience of Authority

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

1. All Services performed prior to the effective date of termination; and
2. Expenses incurred by Company in effecting the termination of this Agreement as approved in advance by Authority.

4.06 Prompt Payment

Company must pay any of its subcontractor(s) who have submitted verified invoices for work already performed within ten (10) calendar days of being paid by Authority. Any exception to this prompt payment provision will only be for good cause with prior written approval of Authority. Failure of Company to pay any of its subcontractor(s) accordingly will be a material breach of this Agreement. Authority reserves the right to pay any subcontractor(s) or vendor(s) directly and deduct those payment amounts from the subsequent payments due to the Company.

4.07 Interest on Delinquent Payments

Without waiving any other right or action available to Authority in the event of default of Company's payment of Net Solution Sales and ARR or other charges hereunder, and in the event Company is delinquent in such payments to Authority for a period of five (5) business days after the payment is due, Authority reserves the right to charge Company interest thereon, from the date such Net Solution Sales and ARR or other charges became due to the date of payment, at the Federal Reserve Bank of New York prime rate in effect on the date the Net Solution Sales and ARR or other charges became due plus four percent (FRBNY prime + 4%) or twelve percent (12%) per annum, whichever is greater, to the maximum extent permitted by law.

4.08 Net Solution Sales and ARR Charges a Separate Covenant

Company will not for any reason withhold or reduce its required payments of Net Solution Sales and ARR required under this Agreement, it being expressly understood and agreed by the Parties that the payment of Net Solution Sales and ARR are a covenant by Company that is independent of the other covenants of the Parties hereunder.

4.09 Place of Payments

Company will submit all payments required by this Agreement as follows:

(ELECTRONICALLY – PREFERRED METHOD)

Via ACH with Remittance Advice to Receivables@TampaAirport.com

or

(MAIL DELIVERY)

Hillsborough County Aviation Authority

Attn: Finance Department

Tampa International Airport

P. O. Box 22287

Tampa, Florida 33622-2287

Or

(HAND DELIVERY)

Hillsborough County Aviation Authority

Attn: Finance Department

Tampa International Airport

5411 SkyCenter Drive

Suite 500

Tampa, Florida 33607-1470

ARTICLE 5

RIGHTS AND OBLIGATIONS OF COMPANY

As required by Authority, Company will be responsible for the Services as set forth in the Scope of Services attached hereto as Exhibit A.

5.01 Solution Equipment Location

Company will design the Solution in a manner which will minimize the Hardware that would be placed or mounted on building structures and in any publicly visible location.

5.02 Equipment

Equipment will not be placed in locations that will interfere with gas, electric, steam, fixtures, water, or other fixtures, utilities or systems that the Authority deems as having priority.

5.03 Initial and Proposed Lab Products

The Authority agrees to accept the POC installations in Section A, below. Authority agrees to install Solutions included in Section B below in at least one (1) Airside Terminal following appropriate location within one (1) year following execution of this Agreement. The Authority will commit to Sections C and D below if the Authority has received a revenue share from Net Solution Sales and ARR under Sections A and B equal to or greater than the Authority's total cost to purchase the individual Solutions under Sections C and D and if approved by the Board. Alternate locations for Sections C and D may be negotiated with Company as determined by the Authority.

A. First 50% (POC Already Installed)

1. TPA – People Movement (manages any open area)
2. TPA – Checkpoint (TSA checkpoint)
3. TPA – Marketing (manages concessions and restaurants volume flow)
4. TPA – Facility (reports on volumes for bathrooms, fountains, etc.)
5. TPA – Gate Hold (reports on defined gate hold areas)
6. TPA – Gate Turn (complete gate statistics)

B. Second 50%

1. TPA – Baggage (identifies oversized carry-ons and alerts)
2. TPA – Underwing (complete underwing reporting and FOD detection)
3. TPA – Roadway (manages roadway traffic volumes, speed, and vehicle size)
4. TPA – High Vehicle (manages high vehicles and alerts)
5. TPA – Hard Stand (hard stand reporting)
6. TPA – Complete Airside Terminal A (under the wing and indoors)

C. Year 2 – Expansion

1. TPA – Main Terminal (Level 2 or 3, as determined by the Authority)
2. TPA – Airside Terminal E (inside and under the wing)
3. TPA – Blue Side (arrivals and departures lanes)

D. Year 3 – Expansion

1. TPA – Airside Terminal F (Inside and under the wing)

2. TPA – Airside Terminal C (Inside and under the wing)

5.04 Acceptance and Test Plan

Company will develop Acceptance test specifications to ensure the quality of coverage throughout the coverage area as defined in the Work Plan for the installed Solution. Company will also develop the scope, methodologies, procedures, and Acceptance criteria for executing the Acceptance tests, including Authority Acceptance. Such test plans must incorporate, at a minimum, the following:

- A. Coordination with Authority to test the Solution to verify that all components are functioning per specified criteria.
- B. Clear demonstration of functionality and compliance with the Work Plan criteria and design requirements.
- C. Correction of observed deficiencies indicated by tests or by Authority inspection within ten (10) calendar days of Authority or Company's discovery of such deficiencies.

5.05 Support

- A. Company shall respond twenty-four (24) hours per day, seven (7) days per week to problems or emergencies specific to SAAS functionality reported by the Authority to the Company's service desk to be defined in SAAS subscription documentation.

5.06 Required Reports

Company will provide a report to the Authority that lists all Lab Product related known Errors that have impacted the Authority's Solutions and the associated correction by the 15th of each month for the preceding month.

5.07 Service Interruptions

Company will not be liable for any service interruptions caused by signal interference created by Authority or any third-party's electrical or other equipment, or during the period when Company must suspend or terminate operation of the Lab Products due to signal interference or maintenance.

5.08 Right of First Refusal

- A. Company hereby grants Authority a limited first right of refusal ("First Right of Refusal") to collaborate with Company in the development of Lab Product or Solutions for Covered Industries and Markets. This First Right of Refusal shall be exercisable upon the following terms and conditions:

- 1. In the event Company desires to develop a Lab Product or Solution for Covered Industries and Markets, it shall provide Authority with a draft Work Plan and statement of potential resale of

the Lab Product or Solution to the Covered Industries and Markets.

2. Upon receipt of the draft Work Plan, Authority shall have a period of:

- i. Thirty (30) calendar days (the "Exercise Period") to accept or reject the draft Work Plan in writing. If Authority elects to collaborate with Company in the development of the Lab Product or Solution for Covered Industries and Markets, it shall deliver to Company a written notice of acceptance (the "Acceptance Notice") within the Exercise Period, which shall obligate the Parties to jointly develop the Lab Product or Solution for Covered Industries and Markets as described in the draft Work Plan under the terms of this Agreement.
- ii. If accepted, the Authority must issue a new purchase order no later than fifteen (15) calendar days following the Acceptance Notice. Authority will provide the new purchase order to Company via written notice.
- iii. Following the issuance of the purchase order, Authority shall have forty-five (45) calendar days to initiate the development of the proposed Lab Product or Solution for Covered Industries and Markets in collaboration with Company. If Authority fails to commence the project within the specified timeframe, its First Right of Refusal with respect to the Lab Product or Solution for Covered Industries and Markets described in the draft Work Plan shall be waived.

B. In the event Authority waives or fails to exercise its First Right of Refusal with respect to any Lab Product or Solution for Covered Industries and Markets, Company shall be free to develop such Lab Product or Solution for Covered Industries and Markets in collaboration with any other person, subject to the terms and conditions of any applicable agreements between Company and such third parties.

C. Authority and Company may mutually agree to extend any deadlines in this Section in writing.

5.09 Non-Exclusive Development

Company shall not enter into exclusive development agreements with any third party that will limit the Authority's rights under this Agreement. Company shall not enter into any development agreements that would limit the resale of Lab Products or Solutions developed under this Agreement.

5.10 Should either Party find that it is unable to support the agreed-to implementation and solution project plan, such Party must notify the other Party in writing immediately. The Parties will work diligently to revise the project schedule to ensure that any additional impacts to the project schedule are minimized.

5.11 POC Implementation

Authority agrees that POC implementations are part of the business development process and will not be included in Net Solution Sales and ARR. Company shall provide to Authority a semi-annual report of any Lab Product POCs and new Lab Products created.

5.12 Marketing and Attribution

All marketing, press, and interviews related to this Agreement shall include attribution to the Company. The Authority agrees to grant the Company attribution in marketing materials such as signage, press releases, and digital mediums. Company may request Authority to participate in industry events and limited speaking engagements to promote Lab Products in collaboration with Company marketing and business development teams at Company's expense or as agreed to by the Parties. The Authority may elect to not participate in any event in its sole discretion. The Company will support the development of sales documents for the marketing and sale of Lab Products.

Press releases or other specialized publicity documents, including the Company's advertising and news bulletins, which are related to this Agreement and are intended by the Company for the press, broadcasting, or television, will be drawn up in consultation with the Authority. Except as otherwise required by law or regulation, the Company will not release or distribute any materials or information relating to this Agreement or containing the name of the Authority or any of its employees without prior written approval by Authority Vice President of Communications. This requirement must be included in all subcontractor agreements entered into under this Agreement.

- 5.13 Company shall provide the Authority with a semi-annual report of new and ongoing product Net Solution Sales and ARR subscription sales along with the Net Solution Sales and ARR percentage due to the Authority. Payment shall be made on a semi-annual basis.

ARTICLE 6

RESERVED

ARTICLE 7

AUDITS

7.01 Generally Accepted Accounting Principles

Company shall prepare and maintain, in accordance with Generally Accepted Accounting Principles, complete and accurate books and reports that include all financial transactions in the performance of this Agreement. Company shall maintain source documents sufficient to support its books, records, and reports.

7.02 Annual Report

No later than ninety (90) calendar days after the end of each calendar year during the Term, Company shall, at its sole cost and expense, provide an Agreed-Upon Procedures (AUP) report (Annual Report) over the completeness and accuracy of the Schedule of Gross Receipts, Applicable Fees, Net Solution Sales and ARR, and the amounts paid to Authority for Lab Products covered by this Agreement by an

independent Certified Public Accountant, licensed and acceptable to Authority.

Authority reserves the right to challenge any findings or conclusions of the Annual Report if it believes an error may have occurred. In such event, Authority may conduct its own audit under the provisions in the Authority's Right to Perform Audit, Inspections, or Attestation Engagement Section below, or may require production of the supporting documentation used to reach the finding or conclusion in question. The resolution by Authority of any dispute will be final.

If Company has paid to Authority an amount greater than Company is required to pay as revenue share for an Agreement year under the terms hereof, Company shall be entitled to a credit against the next payment due the Authority. If Company has paid less than the amount required to be paid as revenue share for such Agreement year, then Company shall pay the difference to Authority thirty (30) calendar days from the date invoiced by Authority.

7.03 Form, Frequency, and Method of Reporting

Receipt of semi-annual reports, Annual Reports, and payments by Authority does not constitute agreement by Authority with the amounts reported and paid. Authority reserves the right to change the form and frequency of reports and statements with sixty (60) days advance notice, including, but not limited to, the Statement of Gross Receipts, and to require the submission by Company of other statistics and information pertaining to the Gross Receipts hereunder.

Authority shall have the right at any time to require that reports be delivered electronically using technology and procedures designated by Authority. If Authority instructs Company to deliver any reports and statements required hereunder by computer, e-mail, internet website, or transmission, Authority shall not be obligated to furnish Company with the equipment or systems necessary to do so.

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

Notwithstanding Company's requirement to submit the Annual Report set forth herein, Authority, or its representative, will have the right through the expiration of the third year after the expiration or termination of this Agreement and at all reasonable times, to review all books, records, and contracts of Company and where applicable, all individuals or other business entities who are party to this Agreement, to substantiate the accuracy of reported Gross Receipts, Applicable Fees, Net Solution Sales and ARR, amounts paid to Authority, and Company's compliance with other provisions of this Agreement. This includes, but is not limited to, financial statements, general ledgers, sales journals, daily or periodic summary reports, inventory and purchasing records, cash register or computer terminal tapes or reports, bank deposit slips, bank statements, cancelled checks, tax reports/returns filed with State or Federal entities, discount or rebate/allowance contracts, records of refunds or voids, and joint venture or partnership contracts. Such right of examination shall include cooperation by Company personnel (including, but not limited to, cooperation in sending confirmations to Company's suppliers or others, assisting Authority in obtaining from governmental entities official copies of tax reports/returns, and disclosing all bank or other accounts into which Gross Receipts are deposited) as reasonably considered necessary by Authority, or its representatives, to complete the engagement.

There may be no limitation in the scope of the engagement that would hinder Authority in testing the accuracy and completeness of the reported Gross Receipts, Applicable Fees, Net Solution Sales and ARR, and the amounts paid to Authority for Lab Products. All such books, records, and contracts shall be kept for a minimum period of five (5) years upon termination or expiration of this Agreement.

Engagements will be conducted at the Airport. However, if agreed to by Authority, the engagement can be conducted at another location. Company shall allow Authority representatives to photocopy any records the representatives determine to be necessary to conduct and support the engagement. Company shall provide Authority representatives with retrievals of computer-based record or transactions the representatives determine to be necessary to conduct the engagement. Company shall not charge Authority for reasonable use of Company's photocopy machine while conducting the engagement, nor for any cost of retrieving, downloading to storage media and/or printing any records or transactions stored in magnetic, optical microform or other media. Company shall provide all records and retrievals requested within fourteen (14) calendar days of the request. The Parties recognize that Authority will incur additional costs if records requested are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree that Authority may assess liquidated damages in the amount of \$100 per day for each record requested that is not received. Such damages may be assessed beginning on the eighth (8th) day following the date the request was made. Accrual of such damages will continue until specific performance is accomplished. This liquidated damage rate is not an exclusive remedy and Authority retains all rights, including but not limited to, its rights to elect its remedies and pursue all legal and equitable remedies.

If, as a result of any engagement, it is established that Company owes additional fees or charges to Authority, Company will pay such additional fees and charges and Authority may assess interest in accordance with Section 4.07. If the revenue share was overpaid, Company shall be entitled to a credit against Company's next payment due to Authority.

Company agrees to comply with Section 20.055(5), Florida Statutes, and with respect to contracts entered by Company after the Effective Date of this Agreement, to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

ARTICLE 8

NON-DISCLOSURE

Subject to Applicable Laws, all written and oral information and materials (Information) disclosed or provided by Authority to Company under this Agreement will not be disclosed by Company, whether or not provided before or after the date of this Agreement.

The Information will remain the exclusive property of Authority and will only be used by Company for purposes permitted under this Agreement. Company will not use the Information for any purpose which might be directly or indirectly detrimental to Authority.

Company will prevent the unauthorized use, disclosure, dissemination, or publication of the Information. Company agrees that it will cause its employees and representatives who have access to the Information to comply with these provisions and Company will be responsible for the acts and omissions of its employees and representatives with respect to the Information.

Company may not attempt to or permit access to any Authority Information by any unauthorized individual or entity. Company must provide its personnel only such access as is minimally necessary for such persons/entities to perform the tasks and functions for which they are responsible. Company will, upon request from Authority, provide Authority with an updated list of those individuals having access to Authority data and the level of such access.

Company agrees that any disclosure of the Information by Company will be deemed a breach of this Agreement. Company agrees that in the event of any breach or threatened breach by Company of its non-disclosure obligation, Authority may obtain such legal remedies as are available, and, in addition thereto, such equitable relief as may be necessary to protect Authority.

The non-disclosure obligation imposed on Company under this Agreement will survive the expiration or termination, as the case may be, of this Agreement and the obligation will last indefinitely.

In the event that the Authority receives a public records request related to this Agreement, the Authority will endeavor to provide notice of such request in order that Company may seek an injunction against the release of any records requested if the Company so chooses.

ARTICLE 9

OWNERSHIP OF DOCUMENTS

Authority agrees that all intellectual property developed or created in conjunction with this Agreement shall be owned by the Company. Company grants Authority a non-exclusive, non-transferable license to use the Lab Product for the Term of this Agreement, including any renewal option. This Agreement includes Updates, Upgrades, future releases, or added functionality of the Lab Product developed by the Company as long as the Authority has an active subscription at no additional cost to Authority during the Term of this Agreement, including any renewal option. Notwithstanding the forgoing, all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data, or other material, regardless of the physical form or characteristics made by Company or its employees' incident to, or in the course of, Services to Authority, with the exception of Company intellectual property, will be and remain the property of Authority.

ARTICLE 10

SOURCE CODE ESCROW AGREEMENT

10.01 Company confirms that:

A Software Source Code Escrow Agreement will be made and entered into by and among Authority,

Company and an Escrow Agent to be agreed upon by the Parties. The account, if needed, will contain relevant Source Code related to the Lab Products provided by Company at the Airport.

10.02 Company shall:

- A. Comply with Exhibit D, Escrow Agreement;
- B. From time to time provide updated copies of the Source Code for the Lab Products to the Escrow Agent; and
- C. Provide the Source Code for all Improvements to the Lab Products to the Escrow Agent.

10.03 If the Escrow Agent gives notice to Company to terminate the Escrow Agreement, or for any reason ceases or threatens to cease to perform its obligations under the Escrow Agreement, Company shall immediately notify Authority and shall, prior to the termination of the Escrow Agreement or as soon as otherwise practicable, either:

- A. enter into a replacement Escrow Agreement; or
- B. provide a copy of the Source Code for the Lab Products to Authority.

ARTICLE 11

TAXES

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

ARTICLE 12

DEFAULT, REMEDIES, AND TERMINATION RIGHTS

12.01 Events of Default

Company will be deemed to be in default of this Agreement upon the occurrence of any of the following:

- A. The failure or omission by Company to perform its obligations under this Agreement or the breach of any term, condition or covenant required herein.
- B. The conduct of any business or performance of any acts at the Airport not specifically authorized in this Agreement, failure to perform any of the provisions of this Agreement, or any other agreement between Authority and Company, and Company's failure to discontinue that business or those acts within thirty (30) calendar days of receipt by Company of Authority's written notice to cease said business or acts.

- C. The appointment of a trustee, custodian, or receiver of all or a substantial portion of Company's assets; or the insolvency of Company; or if Company will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof, including the filing by Company of a voluntary petition of bankruptcy or the institution of proceedings against Company for the adjudication of Company as bankrupt pursuant thereto.
- D. The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation, not including a merger or sale of assets.
- E. Company's violation of Florida Statute § 287.133 concerning criminal activity on contracts with public entities.

12.02 Authority's Remedies

In the event of any of the foregoing events of default enumerated in this Article, and following thirty (30) calendar days' notice by Authority and Company's failure to cure, Authority, at its election, may exercise any one or more of the following options or remedies, the exercise of any of which will not be deemed to preclude the exercise of any other remedy herein listed or otherwise provided by statute or general law:

- A. Terminate Company's rights under this Agreement and, in accordance with law, Company will remain liable for all payments due or other sums due under this Agreement and for all damages suffered by Authority because of Company's breach of any of the covenants of this Agreement; or
- B. Treat this Agreement as remaining in existence, curing Company's default by performing or paying the obligation which Company breached. In such event all sums paid or expenses incurred by Authority directly or indirectly in curing Company's default will become immediately due and payable, as well as interest thereon, from the date such fees or charges became due to the date of payment, at twelve percent (12%) per annum or to the maximum extent permitted by law; or
- C. Declare this Agreement to be terminated, ended, null and void.

No waiver by Authority at any time of any of the terms, conditions, covenants, or agreements of this Agreement, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof by Company. No notice by Authority will be required to restore or revive time is of the essence hereof after waiver by Authority or default in one or more instances. No option, right, power, remedy, or privilege of Authority will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, or remedies given to Authority by this Agreement are cumulative and that the exercise of one right, power, option, or remedy by Authority will not impair its rights to any other right, power, option, or remedy available under this Agreement or provided by law. No act or thing done by

Authority or Authority agents or employees during the Term will be deemed an acceptance of the surrender of this Agreement, and no acceptance of surrender will be valid unless in writing.

12.03 Continuing Responsibilities of Company

Notwithstanding the occurrence of any event of default, Company will remain liable to Authority for all payments payable hereunder and for all preceding breaches of this Agreement. Furthermore, unless Authority elects to terminate this Agreement, Company will remain liable for and promptly pay any and all payments accruing hereunder until termination of this Agreement.

12.04 Company's Remedies

Upon thirty (30) calendar days written notice to Authority, Company may terminate this Agreement and all of its obligations hereunder, if Company is not in default of any term, provision, or covenant of this Agreement or in the payment of any Net Solution Sales and ARR to Authority, and only upon or after the occurrence of any of the following: the inability of Company to use Airport for a period of longer than ninety (90) consecutive days due to war, terrorism, or the issuance of any order, rule or regulation by a competent Governmental Authority or court having jurisdiction over Authority, preventing Company from operating its business for a period of ninety (90) consecutive days; provided, however, that such inability or such order, rule or regulation is not due to any fault or negligence of Company.

In the event it is determined by a court of competent jurisdiction that Authority has wrongfully terminated this Agreement, such termination shall automatically be deemed a termination for convenience under Article 3, Term, Section 3.05, Early Termination.

ARTICLE 13

INDEMNIFICATION

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

- A. presence on, use or occupancy of Authority property;
- B. acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
- C. any breach of the terms of this Agreement;
- D. performance, non-performance or purported performance of this Agreement;

- E. violation of any law, regulation, rule, order, decree, ordinance, Federal directive or Federal circular;
- F. infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
- G. contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant

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

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

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

by the Company or the Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by the Company regardless of whether it is caused in part by the Authority, its members, officers, agents, employees, or volunteers or any other indemnified party. This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature to the Company by a party entitled to a defense hereunder. This

duty to defend obligation expressly applies, and shall be construed to include, any and all claim(s) caused in part by the negligence, acts or omissions of the Authority, its members, officers, agents, employees, or volunteers.

- 13.03 If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then with respect to the part so limited, the Company agrees to the following: To the maximum extent permitted by Florida law, the Company will indemnify and hold harmless the Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Company and persons employed or utilized by the Company in the performance of this Agreement.
- 13.04 If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statute § 725.06 (1), or any other applicable law, then with respect to the part so limited, the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Agreement, (ii) coverage amount of Commercial General Liability Insurance required under the Agreement or (iii) \$1,000,000.00. Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.
- 13.05 In addition to the requirements stated above, to the extent required by FDOT Public Transportation Grant Agreement and to the fullest extent permitted by law, the Company shall indemnify and hold harmless the State of Florida, FDOT, including the FDOT's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Company and persons employed or utilized by the Company in the performance of this Agreement. This indemnification in this paragraph shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida's and FDOT's sovereign immunity.
- 13.06 Company's obligations to defend and indemnify as described in this Agreement will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that any suit, claim or other action against the Authority, its members, officers, agents, employees, and volunteers is fully and finally barred by the applicable statute of limitations or repose.
- 13.07 Nothing in this Agreement will be construed as a waiver of any immunity from or limitation of liability the Authority, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.
- 13.08 The Authority and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving the Company of any of its obligations under this Article.
- 13.09 If Paragraphs 13.01-13.08 or any part of Paragraphs 13.01-13.08 are deemed to conflict in any way

with any law, the Paragraph or part of the Paragraph will be considered modified by such law to remedy the conflict.

ARTICLE 14

INSURANCE

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

14.01 Limits and Requirements

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

14.02 Commercial General Liability Insurance

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

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

14.03 Workers' Compensation/ Employer's Liability Insurance

The minimum limits of insurance are:

Part One:

"Statutory"

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

14.04 Business Automobile Liability Insurance

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

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

Company is responsible for insuring its own property, including any contents, improvements, or betterments. The Authority reserves the right to obtain copies of all insurance policies that may serve as a source of recovery for damages.

14.06 Professional Liability

Such insurance will be provided on a form acceptable to Authority and maintained throughout this Agreement and for three (3) years following completion of this Agreement. Coverage will include all Services of this Agreement without exclusions unless approved in writing by Authority. The limits of coverage will not be less than:

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

14.07 Cyber Liability & Data Storage

Company shall purchase and maintain, throughout the life of this Agreement, Cyber Liability Insurance which will be used for damages resulting from any claim arising out of network security breaches and unauthorized disclosure or use of information. Such Cyber Liability coverage shall also include coverage for “Event Management,” including, but not limited to, costs and expenses relating to notifying effected customers/users of security breach, providing credit monitoring services, computer forensics costs, and public relations expenses, resulting from a breach of security or other compromising release of private data.

The minimum limits of liability shall be:

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

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form,

the retroactive date must be no later than the first date of Services provided and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

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

- Network Security Liability covering liability for failures or breaches of network security and unauthorized access, including hackings and virus transmission or other type of malicious code, and electronic disclosure or use of confidential information, including personally identifiable information and personal health information, whether caused by Company, any of its subcontractors, or cloud service providers used by Company;
- Privacy Liability covering liability, PCI fines, expenses, defense costs, and regulatory actions for disclosure of confidential information, including personally identifiable information and personal health information, even if not caused by a failure or breach of network security;
- Digital Asset Protection, including costs to reconstruct, restore or replace damaged software and data;
- Media liability, covering liability and defense costs for media wrongful acts such as defamation, disparagement, and copyright/trademark infringement and trade dress in the dissemination of internet content and media;
- Cyber-Extortion coverage, including negotiation and payment of ransomware demands and other losses from “ransomware” attacks resulting from the Services provided by Company to the Authority. Coverage extends to those payments made via traditional currencies, as well as non-traditional crypto-currencies such as Bitcoin;
- First and Third-party Business Interruption and Dependent Business Interruption Coverage resulting from a security breach and/or system failure;
- Data Breach Response Coverage, including coverage for notifying affected parties, setting up call center services, provision of credit monitoring services, identity theft protection services, computer forensic expenses, conduct, data reconstruction, legal expenses, and public relations expenses resulting from a breach of Network Security or other Privacy breach involving personally identifiable information and personal health information; and
- No exclusion for Cyber Terrorism coverage.

The minimum limits of liability shall be:

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

The Cyber Liability Insurance coverage may be subject to a deductible or self-insured retention, which may not exceed \$50,000 per claim.

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

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

14.08 Technology Professional Liability/Errors and Omissions Insurance

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

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

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

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

The Technology Professional Liability/Errors and Omissions insurance coverage may be subject to a deductible or self-insured retention, which may not exceed \$50,000 per claim.

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

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

14.09 Waiver of Subrogation

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

14.10 Incident Notification

Company will promptly notify the Airport Operations Center (AOC) of all incidents involving bodily injury or property damage occurring on Authority-owned property, tenant owned property or third party property.

14.11 Customer Claims, Issues, or Complaints

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

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

14.12 Conditions of Acceptance

The insurance maintained by Company must conform at all times with Authority Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time and can be downloaded from Authority website at www.TampaAirport.com > Learn about TPA > Airport Business > Procurement > Supplier Resources > Insurance for Suppliers.

ARTICLE 15

DATA SECURITY

15.01 Company will not attempt to access, and will not allow its personnel access to, Authority data or third party data that is not required for the performance of the Services of this Agreement by such personnel.

15.02 Company is obligated to maintain the confidentiality and security of all Authority data in connection with the performance of the Services.

15.03 Without limiting Company's other obligations under this Agreement, Company must implement or use network management and maintenance applications and tools, appropriate fraud prevention and detection and encryption technologies to protect all Authority data; provided that Company must, at a minimum, encrypt all Personally Identifiable Information in-transit and at-rest.

- 15.04 Company must perform all Services using security technologies and techniques in accordance with industry-leading practices and the Authority's security policies, procedures and other requirements made available to Company in writing.
- 15.05 Company must encrypt all Authority Confidential Information. Company must encrypt the aforementioned in motion, at rest and in use in a manner that, at a minimum, adheres to NIST SP 800-111, NIST SP 800-52, NIST SP 800-77 and NIST SP 800-113 encryption standards or latest standards. Company must not deviate from this encryption requirement without the advance, written Authority approval.
- 15.06 Company must provide to Authority, without charge, the timely application of any Upgrades to Software required for Services that are available to third parties. Software Upgrades must include, but not be limited to, new version releases and operating system patching, as well as bug fixes.
- 15.07 Company understands and acknowledges that, to the extent that performance of its obligations hereunder involves or necessitates the processing of Personally Identifiable Information, it will act only on instructions and directions from Authority.
- 15.08 If Authority is required to provide or rectify information regarding an individual's Personally Identifiable Information, Company will reasonably cooperate with Authority to the full extent necessary to comply with Data Protection Laws. If a request by a data subject is made directly to Company, Company will notify Authority of such request as soon as reasonably practicable.
- 15.09 Company must implement procedures to minimize the collection of Personally Identifiable Information.
- 15.10 Notice to Authority
Company will adhere to and abide by the security measures and procedures established by Authority and/or the TSA and any terms of service agreed to by Authority with regards to data security. In the event Company or Company's subcontractor (if any) discovers or is notified of a Data Breach or potential Data Breach of security relating to Authority data or third party data, Company will promptly, (a) Notify Authority of such breach or potential Data Breach no later than twenty-four (24) hours following discovery; and (b) If the applicable Authority data or third party data was in the possession of Company at the time of such Data Breach or potential breach, Company will investigate and cure the Data Breach or potential breach.

Such notice must summarize in reasonable detail the nature of Authority data that may have been exposed, and, if applicable, any persons whose Personal Identifiable Information may have been affected or exposed by such Data Breach. Company must not make any public announcements relating to such Data Breach without Authority's Vice President of Communications' or designee's prior written approval.

15.11 Data Breach Responsibilities

Upon discovery of an actual or reasonably suspected loss, or unauthorized use, access, or disclosure of Authority data, Company must promptly provide details regarding the Incident, its mitigation efforts, and its corrective action to prevent a future similar Incident. Company must fully cooperate with Authority and is solely responsible for:

- A. investigating and resolving any data privacy or security issues;
- B. upon request, providing Authority with an AAR including Root Cause Analysis of the Data Breach;
- C. notifying any affected persons (solely at Authority’s direction) and governmental regulators, as applicable;
- D. recovering affected data or information, to the extent possible;
- E. upon request, providing Authority with a corrective action plan acceptable to Authority; and
- F. notice to impacted parties.

Authority has the sole right to determine (a) whether notice of the Data Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others as required by law or regulation, or otherwise in Authority’s discretion; and (b) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

15.12 Incident Response Costs

In the event of a Data Breach attributable to an act or omission of Company, as part of such remediation, Company must pay all costs and expenses of Authority’s compliance with any Authority notification obligations, as well as the costs of credit monitoring services for affected individuals.

15.13 Incident Category and Priority Response and Resolution Targets

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

Company must provide Authority with a single point of contact for the Company Service Desk, as well as an updated escalation matrix which details contact information. The escalation must be maintained, and changes sent to the Authority Vice President of Information Technology Services. This information should include physical address, phone, email, any other available means of contact type.

Category	Description
High	The damage caused by the Incident increases rapidly. Work that cannot be completed by staff is highly time sensitive. A minor Incident can be prevented from becoming a Major Incident by acting immediately. Customers are not able to be processed. A large number of customers are affected and/or acutely disadvantaged in some way.

	The financial impact of the Incident is likely to exceed \$10,000. The damage to the reputation of the Airport is likely to be high.
Medium	The damage caused by the incident increases considerably over time. A moderate number of staff are affected and/or not able to do their job properly. A moderate number of customers are affected and/or inconvenienced in some way. The financial impact of the Incident is likely to exceed \$1,000 but will not be more than \$10,000. The damage to the reputation of the Airport is likely to be moderate.
Low	A minimal number of staff are affected and/or able to deliver an acceptable service but this requires extra effort. A minimal number of customers are affected and/or inconvenienced but not in a significant way. The financial impact of the Incident is likely to be less than \$1,000. The damage to the reputation of the Airport is likely to be minimal.

B. Restoration of Service Time

1. Restoration of Service Time is the period of time beginning when the Company knew or should have known about a Service outage or degradation and ending with the response of the Company.
2. When Authority reports an Incident to Company, Company will assign to the Incident one of the below priority levels as determined by Authority.
3. Authority shall provide Company with data dumps, as requested, and with sufficient support and test time on Authority system to duplicate the Incident, certify that the Incident is within the system, and certify that the Incident has been corrected.
4. Restoration of Service Time based on priority level for the Incident as set by Authority is outlined in the following Incident and Prioritization Matrix and Response and Resolution Matrix:

	1 – Major Incidents/Organization wide/Business Critical/Financial/Multiple Lanes/Life Safety/Airport Customer Processing/Airport Reputation/Security	2 – Multiple Airport Customers or Authority end users including Authority Authorized Representatives	3 – Multiple Authority end users including Authority Authorized Representatives	4 – Authority end users including Authority Authorized Representatives and Request
1 – Work Blocked	P1 – Major Incident	P1 – Major Incident	P2 - High	P3 - Medium

2 – Work Degraded	P1 – Major Incident	P2 - High	P3 - Medium	P4 - Low
3 – Work not Affected	P3 - Medium	P3 - Medium	P4 - Low	P4 - Low
4 – Low Impact	P4 - Low	P4 - Low	P4 - Low	P4 - Low

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

Note: Priority level for Restoration of Service time does not apply during Scheduled Downtime.

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

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

D. After Action Review

Company will provide a draft AAR within five (5) days of any P1-Major Incident unless agreed to by the Parties.

E. Root Cause

Authority will work with Company to determine a mutually agreed upon solution to permanently eliminate the Root Cause. Solutions may include Software, Hardware, and/or training solution.

ARTICLE 16

COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES AND RULES

Company will at all times comply with all Applicable Laws, Airport Rules and Regulations, Policies, Standard Procedures and Operating Directives as are now or may hereinafter be prescribed by Authority, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the Federal, State, or local government, or Authority including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the Airport. Company will comply with safety, operational, or security measures required of Company or Authority by the FAA or TSA. If Company will fail or refuse to comply with said measures, and such non-compliance results in a monetary penalty being assessed against Authority, then, in addition to any other remedies available to Authority, Company will be responsible and will reimburse Authority in the full amount of any such monetary penalty or other damages. This amount must be paid by Company within ten (10) calendar days of written notice. Company Services and Deliverables must conform with all Applicable Laws.

ARTICLE 17

AMERICANS WITH DISABILITIES ACT

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

ARTICLE 18

NON-DISCRIMINATION

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

- A. Company will comply with the regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part

21, as amended from time to time (Regulations), which are incorporated herein by reference and made a part of this Agreement.

B. Civil Rights. Company, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Company will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of this Agreement, Company, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
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);
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;
9. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits

discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination 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. 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 Company's programs (70 Fed. Reg. at 74087 to 74100); and
 12. Title IX of the Education Amendments of 1972, as amended, which prohibits Company from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- C. In all solicitations, either by competitive bidding, or negotiation made by Company for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier must be notified by Company of Company's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- D. Company will provide all information and reports required by the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Company is in the exclusive possession of another who fails or refuses to furnish the information, Company will so certify to Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. In the event of Company's non-compliance with the non-discrimination provisions of this Agreement, Authority will impose such contractual sanctions as it or the FAA may determine to be appropriate, including, but not limited to, withholding of payments to Company under this Agreement until Company complies, and/or cancellation, termination or suspension of this Agreement, in whole or in part.
- F. Company will include the provisions of Paragraphs A through E above, in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued thereto. Company will take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event Company becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Company may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Company may request the United States to enter into

such litigation to protect the interests of the United States.

- G. Company assures that, in the performance of its obligations under this Agreement, it will fully comply with the requirements of 14 CFR Part 152, Subpart E (Non-Discrimination in Airport Aid Program), as amended from time to time, to the extent applicable to Company, 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. Company, if required by such requirements, will provide assurances to Authority that Company will undertake an affirmative action program and will require the same of its subconsultants.

ARTICLE 19

WOMAN AND MINORITY-OWNED BUSINESS ENTERPRISE

19.01 Authority's Policy

Authority is committed to the participation of Woman and Minority-Owned Business Enterprises (W/MBEs) in non-concession, non-federally funded contracting opportunities in accordance with Authority W/MBE Policy and Program (W/MBE Program). Company will take all necessary and reasonable steps in accordance therewith to ensure that W/MBEs are encouraged to compete for and perform subcontracts under this Agreement.

19.02 Non-Discrimination

- A. Company and any subcontractor of Company will not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Company will carry out applicable requirements of Authority's W/MBE Program in the award of agreements. Failure by Company to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Authority deems appropriate.
- B. Company agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any agreement, management contract, or subcontract, purchase or sub-license agreement.
- C. Company agrees to include the statements in paragraphs (A) and (B) above in any subsequent agreement or contract that it enters and cause those businesses to similarly include the statements in further agreements.

19.03 W/MBE Participation

- A. W/MBE Goal: No specific goal for W/MBE participation has been established for this Agreement; however, Company agrees to make a good faith effort, in accordance with Authority's W/MBE Program, throughout the Term of this Agreement, to contract with W/MBE firms certified as a woman-owned or minority-owned business by the City of Tampa, Hillsborough County, the State of

Florida Department of Management Services, Office of Supplier Diversity, or as a Disadvantaged Business Enterprise (DBE) under the Florida Unified Certification Program pursuant to 49 CFR Part 26 in the performance of this Agreement.

- B. W/MBE Termination and Substitution: Company will not terminate a W/MBE for convenience without Authority's prior written consent. If a W/MBE is terminated by Company with Authority's consent or because of the W/MBE's default, then Company must make a good faith effort, in accordance with the requirements of Authority's W/MBE Program, to find another W/MBE to substitute for the original W/MBE to provide the same amount of W/MBE participation.
- C. Monitoring: Authority will monitor the ongoing good faith efforts of Company in meeting the requirements of this Article. Authority will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this Article, including, but not limited to, records, records of expenditures, contracts between Company and the W/MBE participant, and other records pertaining to the W/MBE participation plan, which Company will maintain for a minimum of three (3) years following the end of this Agreement. Opportunities for W/MBE participation will be reviewed prior to the exercise of any renewal, extension or material amendment of this Agreement to consider whether an adjustment in the W/MBE requirement is warranted. Without limiting the requirements of this Agreement, Authority reserves the right to review and approve all sub-licenses or subcontracts utilized by Company for the achievement of these goals.
- D. Prompt Payment: Company agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than ten (10) calendar days from the receipt of each payment Company receives from the Authority. Company agrees further to release retainage payments to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Authority. This clause applies to both W/MBE and non-W/MBE subcontractors.

ARTICLE 20

FAA APPROVAL

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

ARTICLE 21

ASSIGNMENT AND SUBCONTRACTING

Company will not assign this Agreement without prior written consent of Authority which will be provided in good faith. The Authority consents to the future assignment to Deep Insight Solutions, Inc. dba Blattner

Technologies, so long as it occurs within one (1) year of the Effective Date of this Agreement.

If another assignment is approved, Company will be solely responsible for ensuring that its assignee perform pursuant to and in compliance with all terms of this Agreement.

In no event will any approved assignment diminish Authority's rights to enforce any and all provisions of this Agreement.

Before any assignment becomes effective, the assignee will assume and agree by written instrument to be bound by the terms and conditions contained in this Agreement during the remainder of the Term of this Agreement. When seeking consent to an assignment hereunder, Company will submit a fully executed original of the document or instrument of assignment to Authority.

ARTICLE 22

TENANCY

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

ARTICLE 23

NON-EXCLUSIVE

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

ARTICLE 24

AGREEMENT CHANGES

- A. A change order or amendment is a written contract modification prepared by Authority and signed by both Parties hereto, stating their agreement upon all of the following, and without invalidating this Agreement:
1. a change in the Scope of Services, if any;
 2. a change of the Agreement amount, fees, hourly rates or other costs, if any;
 3. a change of the basis of payment, if any;

4. a change in Agreement time, if any; and
5. changes to the terms and conditions of this Agreement including, but not limited to, the W/MBE percentage rate, if any.

B. Claim for Payment

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

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

C. Right to Carry Out the Services

If Company defaults or neglects to carry out the Services in accordance with this Agreement and fails within a seven (7) calendar day after receipt of written notice from Authority to begin and prosecute correction of such default or neglect with diligence and promptness, Authority may, without prejudice to other remedies Authority may have, correct such deficiencies. In such case an appropriate change order will be issued charging the cost of correcting such deficiencies, including compensation for another company's or Authority's additional services and expenses made necessary by such default, neglect or failure.

ARTICLE 25

DISPUTE RESOLUTION

25.01 Claims and Disputes

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

recognizes the condition giving rise to the claim or before the work begins on which Company bases the claim, whichever is earlier.

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

25.02 Resolution of Claims and Disputes

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

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

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

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

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

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

- C. No claim for damages or any claim other than for an extension of time will be made or asserted against the Authority by reason of any Delay, whether such Delay is related to (i) late or early completion, (ii) delay in the commencement, prosecution or completion of the Services, (iii) hindrance or obstruction in the performance of the Services, (iv) loss of productivity, or (v) other similar claims (collectively "Delay"), whether or not such Delay is foreseeable, unless the Delay is caused by acts of the Authority constituting fraud or active interference with the Company's performance of the Services, and only to the extent such acts continue after Company furnishes the Authority with notice of such fraud or interference. The Company will not be entitled to a payment or compensation of any kind from the Authority for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to, damages related to loss of business, loss of opportunity, impact damages, loss of financing, principal office overhead and expenses, loss of profits, and loss of reputation; costs of acceleration or inefficiency, arising because of Delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision will not preclude recovery of direct and actual damages by the Company for hindrances or delays due solely to fraud, or active interference on the part of the Authority. Otherwise, the Company may be entitled only to extensions of the Work Plan time as the sole and exclusive remedy for such resulting Delay, in accordance with and to the extent specifically provided above. The Authority's exercise of any of its rights or remedies under the Agreement, regardless of the extent or frequency of Authority's exercise of such rights or remedies, shall not be construed as active interference with the Company's performance of the Services.

25.03 Miscellaneous Remedies

Company's remedies are limited to those remedies specified herein. To the fullest extent permitted by law, Company agrees that it is not entitled to nor will it seek equitable adjustment of any of the terms of this Agreement. This provision shall take precedence over any conflicting Agreement provisions.

Company waives any rights to the recovery of consequential damages from the Authority arising out of or related to this Agreement.

ARTICLE 26 APPLICABLE LAW AND VENUE

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

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

ARTICLE 27
RIGHT TO AMEND

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

ARTICLE 28
HEADINGS

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

ARTICLE 29
NOTICES AND COMMUNICATIONS

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

TO AUTHORITY:
(MAIL DELIVERY)

Hillsborough County Aviation Authority
Tampa International Airport
P. O. Box 22287
Tampa, Florida 33622
jlopano@tampaairport.com
Attn: Chief Executive Officer

Or

(HAND DELIVERY)
Hillsborough County Aviation Authority
5411 SkyCenter Dr.
Suite 500
Tampa, FL 33607
Attn: Chief Executive Officer

TO Company:
(MAIL DELIVERY)
The Indoor Lab LLC
31351 Rancho Viejo Road
San Juan Capistrano, CA 92675
Pblattner@theindoorlab.com
Attn: Chief Executive Officer

Or

(HAND DELIVERY)
The Indoor Lab LLC
31351 Rancho Viejo Road
San Juan Capistrano, CA 92675
Attn: Chief Executive Officer

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

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

ARTICLE 30

SUBORDINATION TO TRUST AGREEMENT

This Agreement and all rights of Company hereunder are expressly subject to the terms, covenants, conditions, and provisions of any Trust Agreements or other debt instrument executed by Authority to secure bonds

issued by, or other obligations of, Authority. The obligation of Company hereunder may be pledged, transferred, hypothecated, or assigned at any time by Authority to secure obligations. Conflicts between the terms above will be resolved in favor of the provisions, covenants and requirements of such debt instrument.

ARTICLE 31

RELATIONSHIP OF THE PARTIES

Company is and will be deemed to be an independent contractor and operator responsible to all Parties for its respective acts or omissions, and Authority will in no way be responsible therefore.

ARTICLE 32

ENTIRE AGREEMENT

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

ARTICLE 33

AUTHORITY APPROVALS

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

ARTICLE 34

INVALIDITY OF CLAUSES

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

ARTICLE 35

MISCELLANEOUS

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

all genders.

ARTICLE 36

TIME IS OF THE ESSENCE

Time is of the essence of this Agreement.

ARTICLE 37

PERSONAL LIABILITY

No Board member, director, officer, agent or employee of the Authority shall be charged personally or held contractually liable by or to any other person under any terms or provisions of this Agreement or because of any breach hereof.

ARTICLE 38

AGENT FOR SERVICE OF PROCESS

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

ARTICLE 39

COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW

IF COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC

RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 870-8721, ADMCENTRALRECORDS@TAMPAAIRPORT.COM, HILLSBOROUGH COUNTY AVIATION AUTHORITY, P.O. BOX 22287, TAMPA FL 33622.

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

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

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

ARTICLE 40

ORDER OF PRECEDENCE

In the event of any conflict(s) among the Agreement documents, Company will present conflict for resolution to Authority.

ARTICLE 41

SCRUTINIZED COMPANIES

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

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

ARTICLE 42

WARRANTIES

42.01 Company Materials and Third-Party Intellectual Property

Company represents and warrants that it owns, or is authorized to use, all Company intellectual property and Company-provided third-party intellectual property.

42.02 Access to Authority Data

Company represents and warrants that Company has not and will not prevent, or reasonably fail to allow, for any reason including without limitation late payment or otherwise, the Authority's access to and retrieval of Authority data.

42.03 Independent Source Code Review

Company shall have proof that Software has been reviewed for security flaws, in binary format at Company's expense, prior to delivery to the Authority.

42.04 No Malware / Surreptitious Code

Company represents and warrants that it has not and will not introduce or cause to be introduced Malware or any code surreptitiously that isn't required for the primary purpose of the Services in any Authority IT environment at any time. If Company discovers that Malware or surreptitious code has been introduced into Software, Company must, at no additional charge to Authority, (a) immediately undertake to remove such Malware (b) notify Authority in writing within one (1) business day, and (c) use reasonable efforts to correct and repair any damage to Authority data or Software and otherwise assist the Authority in mitigating such damage and restoring any affected Services, Software or equipment.

42.05 Data Security

Company represents and warrants that (a) it will not permit any unauthorized access to or cause any loss or damage to Authority data or Authority intellectual property; (b) it will comply with all Authority security policies in place during the Term of this Agreement, and (c) it will not use any system that is dependent on Software or Hardware that no longer have appropriate security updates available.

42.06 Data Protection Laws

Company will comply with all applicable Data Protection Laws, including those that would be applicable to the Company if it, rather than the Authority, were the owner or data controller of any Authority

data in its possession or under its control in connection with the Services.

42.07 Security Vulnerability Management

Company shall maintain a vulnerability management program aiming to identify and remediate security vulnerabilities within computing systems. This includes regular testing and a record of system remediation. Toolsets used to identify vulnerabilities are maintained with up-to-date vulnerability signatures. Results of vulnerability testing are utilized to craft an annual penetration test of systems and networks perceived as high risk, high value, or demonstrating a need for further scrutiny. All newly deployed systems or systems that have experienced a high level of change will be scanned for vulnerabilities prior to Production. Highly orchestrated environments with appropriate change control may be exempt from pre-deployment scanning.

ARTICLE 43

RESIDUAL KNOWLEDGE

Subject to Applicable Laws, nothing contained in this Agreement will restrict either Party from the use of any ideas, concepts, know-how, or techniques relating to the Services which either Party, individually or jointly, develops or discloses under this Agreement, provided that in doing so (a) such information is solely retained in the unaided memory of the Parties employees performing or using such Services, (b) the Party does not breach its respective obligations relating to confidentiality and non-disclosure, and (c) does not infringe the intellectual property rights of the other or third-parties who have licensed or provided materials to the other. Except for the license rights contained under this Article, neither this Agreement nor any disclosure made hereunder grants any license to either Party under any intellectual property rights of the other.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this _____ day of May, 2023.

HILLSBOROUGH COUNTY AVIATION AUTHORITY

ATTEST: _____
Jane Castor, Secretary

BY: _____
Gary Harrod, Chairman

Address: PO Box 22287
Tampa, FL 33622

Address: PO Box 22287
Tampa, FL 33622

LEGAL FORM APPROVED:

WITNESS: _____
Signature

BY: _____
Michael Kamprath, Assistant General Counsel

Printed Name

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online authorization, this 4th day of May, 2023, by Gary Harrod, in the capacity of Chairman, and by Jane Castor in the capacity of Secretary, for Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf.

Stamp or Seal of Notary

Signature of Notary

Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification
Type of Identification Produced

THE INDOOR LAB LLC

Signed in the Presence of:

BY:

Signature

Witness

Title

Printed Name

Printed Name

Witness

Printed Address

Printed Name

City/State/Zip

THE INDOOR LAB LLC

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2023, by _____ as

(Name of person)

_____, for _____.

(type of authority)

(name of party on behalf of whom contract was executed)

Stamp or Seal of Notary

Signature of Notary

Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification

Type of Identification Produced

Exhibit A
Scope of Services

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A. Introduction

This Scope of Services details the type of Services and Deliverables that may be requested by Authority from the Company. The Parties shall follow the requirements outlined in Article 2, Scope of Services, Section 2.02, Work Plan for any expansion, reduction, modification, or addition of Services.

B. Contacts

1. Authority's Contact Person

Authority's Senior Manager, Client & Field Services or designee will be responsible for notifying Company regarding required Services and will be Company's primary contact for all Services under the Agreement.

2. Company's Contact Person:

Company's Chief Executive Officer or designee will be responsible for notifying Authority regarding required Services and will be Authority's primary contact for all Services under the Agreement.

C. Installation and Documentation

Company shall install all of the components of the Lab Products in accordance with the Work Plan and shall deliver to Authority copies of all Documentation.

D. Deliverables

Company shall be fully responsible for the supply, design, delivery, installation, integration, implementation, and ongoing support of the Deliverables in accordance with the project schedule in the Work Plan or as otherwise required, including, without limitation:

1. Assistance in implementation planning and preparation for installation;
2. Supply, delivery, implementation and testing of the Lab Products;
3. Testing and Quality Assurance (QA) of all aspects of the Solution and all Improvements, and otherwise ensuring the Deliverables are ready for use by Authority in accordance with the Work Plan; and
4. Providing the necessary warranty and support (including Improvements) as required hereunder.

E. Acceptance and Rejection

1. Each Deliverable will be considered accepted when Authority provides Company written notice of Acceptance or thirty (30) days after delivery if Authority has not first given Company written notice of rejection.
2. Authority may reject a Deliverable if it materially deviates from its Work Plan and only via written notice to Company setting forth the nature of such deviation.
3. In case of rejection, Company shall correct the deviation and redeliver the Deliverable as agreed to by the Parties.

4. If a Solution does not conform to its Work Plan on the third or any subsequent delivery, Company shall provide a refund of payments paid for such Deliverable upon written request by Authority.
5. Company shall provide such refund no later than thirty (30) days following the Authority's written request.
6. Authority shall consider system Acceptance when all remaining defects are remediated and remaining interfaces are implemented.

F. Quality Assurance

Company will be solely responsible for the quality of all Services furnished by the Company under the Agreement. All Services furnished by the Company must be performed in accordance with best management practices and best professional judgment, in a timely manner, and must be fit and suitable for the purposes intended by Authority.

G. Warranty of Services

1. Notwithstanding Acceptance by the Authority or any provision concerning the conclusiveness thereof, the Company warrants that all Services performed, at the time of Acceptance, are free from defects in workmanship and conform to the requirements of the Agreement. The Authority will give written notice of any defect or nonconformance to the Company no later than thirty (30) days following the date of discovering such defect. This notice shall state either (1) that the Company shall correct or re-perform any defective or nonconforming Services, or (2) that the Authority does not require correction or re-performance.
2. If the Company is required to correct or re-perform Services, it shall be at no cost to the Authority, and any Services corrected or re-performed by the Company shall be subject to this clause to the same extent as the Services initially performed. If the Company fails or refuses to correct or re-perform, the Authority may, by contract or otherwise, correct or replace with similar services and charge to the Company the cost occasioned to the Authority thereby.

If the Authority does not require correction or re-performance, the Authority may either (1) elect to have the Solution removed and be entitled to one hundred percent (100%) refund for the cost of the Solution or (2) keep the Solution as is and be responsible for the payment.

H. Real-Time People Movement Monitoring Solution

1. Project Overview

The objective of this project is to develop a comprehensive people movement monitoring Solution for Main Terminal, automated people mover lobbies, Airside Terminals, TSA checkpoints, recompose areas, and egress into Airside Terminals departure areas. The Lab Product will use LiDAR technology and AI driven Perception Software to provide historical and real-time, measurements of the movement of people, multiple view options, including but not limited to birdseye or 3D perception views. The Lab Product will enable users to understand trends or exceptions in the data and measure replay, counts, and occupancy levels.

2. Design

The Solution design will include the following components:

- i. LiDAR-based people movement detection and tracking module.
- ii. AI driven Perception Software.
- iii. Online dashboard and visualization module.

3. Backend Development

The development of the Lab Product will involve the following tasks:

- i. Implementing the LiDAR-based people movement detection and tracking algorithm.
- ii. Development of AI driven Perception Software.
- iii. Creation of an online dashboard for data visualization and analysis.

4. Object Detection and Classification

The Solution must provide a high degree of accuracy in measuring the flow of people through various areas. This will be achieved through the following methods:

- i. Training and fine-tuning the people movement detection and tracking algorithm.
- ii. Testing and validating the algorithm with real-world data.

5. Online Dashboard Integration

The Solution will integrate with an online dashboard that allows users to:

- i. View real-time and historical measurements of the movement of people.
- ii. Visualize data through birdseye views or 3D perception views.
- iii. Analyze trends and exceptions in the data.
- iv. Measure replay, counts, and occupancy levels.

6. Quality Assurance (QA) Process

Upon completion of the integration with the online dashboard, a thorough QA process will be conducted to ensure that the Solution meets the requirements and operates as expected. This will include:

- i. User Acceptance Testing
- ii. Performance testing
- iii. Security testing

7. Project Schedule

Specific milestones and deadlines will be determined by the Parties in the Work Plan. Regular progress updates and milestone reviews will be scheduled to ensure timely delivery of the Solution.

8. Acceptance Criteria

The Lab Product will be considered complete and ready for Handoff when it meets the following criteria:

- i. Provides an acceptable degree of accuracy in measuring the flow of people through various areas as agreed to by the Parties in the Work Plan.
- ii. Successfully integrates with the online dashboard.
- iii. Offers real-time and historical measurements and visualization options.
- iv. Passes all QA tests.

I. TSA Security Checkpoint Monitoring Solution for Airside Terminal A

1. Project Overview

The objective of this project is to develop an advanced TSA security checkpoint monitoring Solution for Airside A that accurately measures the movement of people through both standard and TSA Pre-Check queues. The Solution will use LiDAR technology and AI driven Perception Software to provide real-time, minute-by-minute measurements of the movement of people, allowing users to understand trends or exceptions in the data. The Lab Product will measure replay, counts, occupancy levels, wait times, gates open, and lanes open.

2. Design

The Solution design will include the following components:

- i. LiDAR-based people movement detection and tracking module for TSA security checkpoint
- ii. AI-driven Perception Software
- iii. Online dashboard and visualization module

3. Backend Development

The development of the Lab Product will involve the following tasks:

- i. Implementing the LiDAR-based people movement detection and tracking algorithm for TSA security checkpoint
- ii. Developing the AI-driven Perception Software
- iii. Creating an online dashboard for data visualization and analysis

4. Object Detection and Classification

The Solution must provide a high degree of accuracy in measuring counts, wait times, and flow through TSA security checkpoints. This will be achieved through the following methods:

- i. Training and fine-tuning the people movement detection and tracking algorithm
- ii. Testing and validating the algorithm with real-world data

5. Online Dashboard Integration

The Solution will integrate with an online dashboard that allows users to:

- i. View real-time, minute-by-minute measurements of movement of people through the TSA security checkpoint
- ii. Analyze trends and exceptions in the data
- iii. Measure replay, counts, occupancy levels, wait times, gates open, and lanes open

6. Quality Assurance (QA) Process

Upon completion of the integration with the online dashboard, a thorough QA process will be conducted to ensure that the Solution meets the requirements and operates as expected. This will include:

- i. User Acceptance Testing
- ii. Performance testing
- iii. Security testing

7. Project Schedule

Specific milestones and deadlines will be determined by the Parties in the Work Plan. Regular progress updates and milestone reviews will be scheduled to ensure timely delivery of the Solution.

8. Acceptance Criteria

The Solution will be considered complete and ready for Handoff when it meets the following criteria:

- i. Provides an acceptable degree of accuracy in measuring counts, wait times, and flow through TSA security checkpoint as agreed to by the Parties in the Work Plan
- ii. Successfully integrates with the online dashboard
- iii. Offers real-time, minute-by-minute measurements and visualization options
- iv. Passes all QA tests

J. Concessions Usage Monitoring Solution

1. Project Overview

The objective of this project is to develop a comprehensive concessions usage monitoring Solution that accurately measures the engagement of people with the concessions, including counts, wait times, and overall draw rates. The Lab Product will use LiDAR technology and AI driven Perception Software to provide real-time, minute-by-minute measurements of the movement of people and their interactions with concessions. It will enable users to understand trends or exceptions in the data and measure replay counts.

2. Design

The Solution design will include the following components:

- i. LiDAR-based people movement detection and tracking module for concessions usage
- ii. AI driven Perception Software
- iii. Online dashboard and visualization module

3. Backend Development

The development of the Lab Product will involve the following tasks:

- i. Implementing the LiDAR-based people movement detection and tracking algorithm for concessions usage
- ii. Developing the AI driven Perception Software
- iii. Creating an online dashboard for data visualization and analysis

4. Object Detection and Classification

The Solution must provide a high degree of accuracy in measuring counts, wait times, and overall draw rates for concessions usage. This will be achieved through the following methods:

- i. Training and fine-tuning the people movement detection and tracking algorithm
- ii. Testing and validating the algorithm with real-world data

5. Online Dashboard Integration

The Solution will integrate with an online dashboard that allows users to:

- i. View real-time, minute-by-minute measurements of the engagement of people with concessions
- ii. Analyze trends and exceptions in the data
- iii. Measure replay counts

6. Quality Assurance (QA) Process

Upon completion of the integration with the online dashboard, a thorough QA process will be conducted to ensure that the Solution meets the requirements and operates as expected. This will include:

- i. User Acceptance Testing
- ii. Performance testing
- iii. Security testing

7. Project Schedule

Specific milestones and deadlines will be determined by the Parties in the Work Plan. Regular progress updates and milestone reviews will be scheduled to ensure timely delivery of the Solution.

8. Acceptance Criteria

The Solution will be considered complete and ready for Handoff when it meets the following criteria:

- i. Provides an acceptable degree of accuracy in measuring counts, wait times, and overall draw rates for concessions usage as agreed to by the Parties in the Work Plan
- ii. Successfully integrates with the online dashboard
- iii. Offers real-time, minute-by-minute measurements and visualization options
- iv. Passes all QA tests

K. Facility Usage Monitoring Solution

1. Project Overview

The objective of this project is to develop an advanced facility usage monitoring Solution that accurately measures the engagement of people with facilities, including counts, aggregated counts, and overall counts that meet or exceed a specified threshold. Upon hitting the threshold, the Lab Product should deliver secure alerts via text or email. The Lab Product will use LiDAR technology and AI driven Perception Software to provide real-time, minute-by-minute measurements of the movement of people and interactions with facilities. It will enable users to understand trends or exceptions in the data.

2. Design

The Solution design will include the following components:

- i. LiDAR-based people movement detection and tracking module for facility usage
- ii. AI-driven Perception Software
- iii. Online dashboard and visualization module
- iv. Text and email notifications

3. Backend Development

The development of the Lab Product will involve the following tasks:

- i. Implementing the LiDAR-based people movement detection and tracking algorithm for facility usage
- ii. Developing the AI driven Perception Software
- iii. Creating an online dashboard for data visualization and analysis
- iv. Implementing the Lab Product for text and email notifications

4. Object Detection and Classification

The Solution must provide a high degree of accuracy in measuring counts and detecting when thresholds are hit or exceeded. This will be achieved through the following methods:

- i. Training and fine-tuning the people movement detection and tracking algorithm
- ii. Testing and validating the algorithm with real-world data

5. Online Dashboard Integration

The Solution will integrate with an online dashboard that allows users to:

- i. View real-time, minute-by-minute measurements of the engagement of people with facilities
- ii. Analyze trends and exceptions in the data
- iii. Monitor thresholds and receive alerts via text or email

6. Quality Assurance (QA) Process

Upon completion of the integration with the online dashboard, a thorough QA process will be conducted to ensure that the Solution meets the requirements and operates as expected. This will include:

- i. User Acceptance Testing
- ii. Performance testing
- iii. Security testing

7. Project Schedule

Specific milestones and deadlines will be determined by the Parties in the Work Plan. Regular progress updates and milestone reviews will be scheduled to ensure timely delivery of the Solution.

8. Acceptance Criteria

The Solution will be considered complete and ready for Handoff when it meets the following criteria:

- i. Provides an acceptable degree of accuracy in measuring counts and detecting when thresholds are hit or exceeded as agreed to by the Parties in the Work Plan
- ii. Successfully integrates with the online dashboard
- iii. Offers real-time, minute-by-minute measurements and visualization options
- iv. Delivers alerts via text or email when thresholds are met or exceeded
- v. Passes all QA tests

L. Gate Hold and Occupancy Monitoring Solution for Gate A11

1. Project Overview

The objective of this project is to develop a comprehensive gate hold and occupancy monitoring Solution for Gate A11 that accurately measures the engagement of people, including counts, dwell times, and occupancy rates. The Lab Product will use LiDAR technology and AI driven Perception Software to provide real-time, minute-by-minute measurements of the movement of people and interactions within the gate hold area. It will enable users to understand trends or exceptions in the data.

2. Design

The Solution design will include the following components:

- i. LiDAR-based people movement detection and tracking module for gate hold area
- ii. AI driven Perception Software
- iii. Online dashboard and visualization module

3. Backend Development

The development of the Solution will involve the following tasks:

- i. Implementing the LiDAR-based people movement detection and tracking algorithm for gate hold area
- ii. Developing the AI driven Perception Software
- iii. Creating an online dashboard for data visualization and analysis

4. Object Detection and Classification

The Solution must provide a high degree of accuracy in measuring counts, dwell times, and overall occupancy of the gate hold area. This will be achieved through the following methods:

- i. Training and fine-tuning the people movement detection and tracking algorithm
- ii. Testing and validating the algorithm with real-world data

5. Online Dashboard Integration

The Solution will integrate with an online dashboard that allows users to:

- i. View real-time, minute-by-minute measurements of the engagement of people for Gate A11
- ii. Analyze trends and exceptions in the data
- iii. Measure counts, dwell times, and occupancy rates

6. Quality Assurance (QA) Process

Upon completion of the integration with the online dashboard, a thorough QA process will be conducted to ensure that the Solution meets the requirements and operates as expected. This will include:

- i. User Acceptance Testing
- ii. Performance testing
- iii. Security testing

7. Project Schedule

Specific milestones and deadlines will be determined by the Parties in the Work Plan. Regular progress updates and milestone reviews will be scheduled to ensure timely delivery of the Solution.

8. Acceptance Criteria

The Solution will be considered complete and ready for Handoff when it meets the following criteria:

- i. Provides an acceptable degree of accuracy in measuring counts, dwell times, and overall occupancy of the gate hold area as agreed to by the Parties in the Work Plan
- ii. Successfully integrates with the online dashboard
- iii. Offers real-time, minute-by-minute measurements and visualization options
- iv. Passes all QA tests

M. Gate Turn Time and Jet Bridge Connectivity Monitoring Solution

1. Project Overview

The objective of this project is to develop a comprehensive gate turn time and jet bridge connectivity monitoring Solution that accurately identifies when a plane arrives at the gate, the time it takes for the jet bridge to connect with the plane, the total time the plane is connected to the jet bridge, and the time it takes for the plane to fully depart after the jet bridge disconnects. The Lab Product will use LiDAR technology and AI driven Perception Software to provide real-time, minute-by-minute measurements, enabling users to understand trends or exceptions in the data.

2. Design

The Solution design will include the following components:

- i. LiDAR-based plane and jet bridge movement detection and tracking module
- ii. AI driven Perception Software
- iii. Online dashboard and visualization module

3. Backend Development

The development of the Solution will involve the following tasks:

- i. Implementing the LiDAR-based plane and jet bridge movement detection and tracking algorithm
- ii. Developing the AI driven Perception Software
- iii. Creating an online dashboard for data visualization and analysis

4. Object Detection and Classification

The Solution must provide a high degree of accuracy in measuring overall connectivity time, disconnect time, and departure time. This will be achieved through the following methods:

- i. Training and fine-tuning the plane and jet bridge movement detection and tracking algorithm
- ii. Testing and validating the algorithm with real-world data

5. Online Dashboard Integration

The Solution will integrate with an online dashboard that allows users to:

- i. View real-time, minute-by-minute measurements of plane arrivals, jet bridge connectivity, and departures
- ii. Analyze trends and exceptions in the data

6. Quality Assurance (QA) Process

Upon completion of the integration with the online dashboard, a thorough QA process will be conducted to ensure that the Solution meets the requirements and operates as expected. This will include:

- i. User Acceptance Testing
- ii. Performance testing
- iii. Security testing

7. Project Schedule

Specific milestones and deadlines will be determined by the Parties in the Work Plan. Regular progress updates and milestone reviews will be scheduled to ensure timely delivery of the Solution.

8. Acceptance Criteria

The Solution will be considered complete and ready for Handoff when it meets the following criteria:

- i. Provides an acceptable degree of accuracy in measuring overall connectivity time, disconnect time, and departure time as agreed to by the Parties in the Work Plan
- ii. Successfully integrates with the online dashboard
- iii. Offers real-time, minute-by-minute measurements and visualization options
- iv. Passes all QA tests

N. Automated People Mover Hold and Departure Monitoring Solution

1. Project Overview

The objective of this project is to develop a comprehensive automated people mover hold and departure monitoring Solution that accurately measures real-time counts, dwell times, and occupancy rates of people entering the automated people mover hold area. The Lab Product will use LiDAR technology and AI driven Perception Software to provide real-time, minute-by-minute measurements, enabling users to understand trends or exceptions in the data.

2. Design

The Solution design will include the following components:

- i. LiDAR-based people movement detection and tracking module for automated people mover hold area
- ii. AI driven Perception Software
- iii. Online dashboard and visualization module

3. Backend Development

The development of the Solution will involve the following tasks:

- i. Implementing the LiDAR-based people movement detection and tracking algorithm for automated people mover hold area
- ii. Developing the AI driven Perception Software
- iii. Creating an online dashboard for data visualization and analysis

4. Object Detection and Classification

The Solution must provide a high degree of accuracy in measuring counts, dwell times, and overall occupancy of the automated people mover hold area. This will be achieved through the following methods:

- i. Training and fine-tuning the people movement detection and tracking algorithm
- ii. Testing and validating the algorithm with real-world data

5. Online Dashboard Integration

The Solution will integrate with an online dashboard that allows users to:

- i. View real-time, minute-by-minute measurements of people entering the automated people mover hold area
- ii. Analyze trends and exceptions in the data
- iii. Measure counts, dwell times, and occupancy rates

6. Quality Assurance (QA) Process

Upon completion of the integration with the online dashboard, a thorough QA process will be conducted to ensure that the Solution meets the requirements and operates as expected. This will include:

- i. User Acceptance Testing
- ii. Performance testing
- iii. Security testing

7. Project Schedule

Specific milestones and deadlines will be determined by the Parties in the Work Plan. Regular progress updates and milestone reviews will be scheduled to ensure timely delivery of the Solution.

8. Acceptance Criteria

The Solution will be considered complete and ready for Handoff when it meets the following criteria:

- i. Provides an acceptable degree of accuracy in measuring counts, dwell times, and overall occupancy of the automated people mover hold area as agreed to by the Parties in the Work Plan
- ii. Successfully integrates with the online dashboard
- iii. Offers real-time, minute-by-minute measurements and visualization options
- iv. Passes all QA tests

O. Oversized Baggage Detection Solution

1. Project Overview

The objective of this project is to develop a comprehensive oversized baggage detection Solution that identifies oversized baggage prior to the e-gates using LiDAR technology. The Solution will integrate with the e-gates to notify passengers with oversized baggage to return to the check-in

counter for proper handling. The Lab Product will use LiDAR technology and AI driven Perception Software to provide real-time, minute-by-minute measurements, enabling users to understand trends or exceptions in the data.

2. Design

The Solution design will include the following components:

- i. LiDAR-based oversized baggage detection and tracking module
- ii. AI driven Perception Software
- iii. E-gate integration module

3. Backend Development

The development of the Solution will involve the following tasks:

- i. Implementing the LiDAR-based oversized baggage detection and tracking algorithm
- ii. Developing the AI driven Perception Software
- iii. Creating an API for integration with the e-gates

4. Object Detection and Classification

The Solution must provide an acceptable degree of accuracy detection rate in identifying oversized baggage. This will be achieved through the following methods:

- i. Training and fine-tuning the oversized baggage detection and tracking algorithm
- ii. Testing and validating the algorithm with real-world data

5. E-gate Integration

The Solution will integrate with the e-gates through an application programming interface (API), enabling the following functionality:

- i. Notify passengers with oversized baggage to return to the check-in counter
- ii. Offer real-time, minute-by-minute measurements of oversized baggage detection

6. Quality Assurance (QA) Process

Upon completion of the integration with the e-gates, a thorough QA process will be conducted to ensure that the Solution meets the requirements and operates as expected. This will include:

- i. User Acceptance Testing
- ii. Performance testing
- iii. Security testing

7. Project Schedule

Specific milestones and deadlines will be determined by the Parties in the Work Plan. Regular progress updates and milestone reviews will be scheduled to ensure timely delivery of the Solution.

8. Acceptance Criteria

The Solution will be considered complete and ready for Handoff when it meets the following criteria:

- i. Provides an acceptable degree of accuracy detection rate for identifying oversized baggage as agreed to by the Parties in the Work Plan
- ii. Successfully integrates with the e-gates through an API
- iii. Offers real-time, minute-by-minute measurements and notifications
- iv. Passes all QA tests

P. Underwing Airplane Sequencing for Service Vehicle Measurement and Turn Time Reduction

1. Introduction

The objective of this project is to accurately measure the sequence and overall time frame it takes to service a passenger plane, ultimately reducing the overall turn time. The Solution will utilize LiDAR and AI driven Perception Software to track service vehicles' arrival and engagement with the passenger aircraft.

2. Objectives

- i. Develop a system to measure service vehicle arrival and engagement times
- ii. Enable minute-by-minute measurement for trend and exception analysis
- iii. Achieve an acceptable degree of accuracy detection rate for vehicle classification
- iv. Reduce overall turn time for passenger planes

3. Design and Backend Development

- i. Create a system architecture that integrates LiDAR and Perception Software
- ii. Develop an AI driven object detection and classification system for service vehicles
- iii. Design a user-friendly interface for data analysis and visualization

4. Vehicle Classification and Detection

- i. Train the AI system to accurately classify and identify each service vehicle
- ii. Achieve an acceptable degree of accuracy detection rate for vehicle classification prior to Handoff
- iii. Implement real-time monitoring of service vehicle engagement with the passenger aircraft

5. System Deployment and Support

- i. Provide on-site installation and system integration support
- ii. Offer training and documentation for system users and administrators
- iii. Deliver ongoing system updates, maintenance, and customer support

6. Deliverables

- i. Design documentation and system architecture
- ii. Backend development code and frontend user interface
- iii. AI driven object detection and classification system
- iv. Training materials and user documentation
- v. On-site installation and integration support
- vi. Intellectual property rights
- vii. All intellectual property rights, including patents, trademarks, and copyrights, developed during the course of the project shall be owned by Company.

7. Project Schedule

Specific milestones and deadlines will be determined by the Parties in the Work Plan. Regular progress updates and milestone reviews will be scheduled to ensure timely delivery of the Solution.

8. Acceptance Criteria

The Solution must meet the following criteria:

- i. Accurate minute-by-minute measurement of service vehicle arrival and engagement times
- ii. Acceptable degree of accuracy detection rate for vehicle classification as agreed to by the Parties in the Work Plan
- iii. Successful on-site installation and integration
- iv. User satisfaction with the system's functionality and ease of use

Q. Roadway Management for AI Airport Traffic Analysis

1. Introduction

The objective of this project is to accurately measure vehicle count, lane usage, traffic volume, vehicle height, and speed for both arrivals and departures, enabling the Airport to optimize traffic flow and inform Airport Operation of high-speed traffic times. The Solution will utilize LiDAR and AI driven Perception Software to analyze traffic data.

2. Objectives

- i. Collect and analyze vehicle count, lane usage, traffic volume, height, and speed data
- ii. Determine distribution of traffic by lane, hour, and vehicle height

- iii. Provide insights on high-speed traffic times to Airport Operations
 - iv. Utilize AI and LiDAR technology for accurate traffic data collection and analysis
3. Design and Backend Development
- i. Develop a system architecture integrating LiDAR and Perception Software
 - ii. Create an AI driven object detection and classification system for traffic data analysis
 - iii. Design a user-friendly interface for data visualization and reporting
4. Traffic Data Collection and Analysis
- i. Collect and analyze data on vehicle count, lane usage, traffic volume, height, and speed
 - ii. Train the AI system to accurately classify and identify vehicle height with an acceptable accuracy rate as agreed to by the Parties in the Work Plan
 - iii. Monitor and report on high-speed traffic times for Airport Operations
5. System Deployment and Support
- i. Provide on-site installation and system integration support
 - ii. Offer training and documentation for system users and administrators
 - iii. Deliver ongoing system updates, maintenance, and customer support
 - iv. Deliverables
 - v. Design documentation and system architecture
 - vi. Backend development code and frontend user interface
 - vii. AI driven object detection and classification system
 - viii. Traffic data reports and insights
 - ix. Training materials and user documentation
 - x. On-site installation and integration support
6. Project Schedule
- Specific milestones and deadlines will be determined by the Parties in the Work Plan. Regular progress updates and milestone reviews will be scheduled to ensure timely delivery of the Solution.
7. Acceptance Criteria
- The Solution must meet the following criteria:
- i. Accurate measurement of vehicle count, lane usage, traffic volume, height, and speed
 - ii. An acceptable degree of accuracy detection rate for vehicle height classification as agreed to by the Parties in the Work Plan
 - iii. Comprehensive traffic data analysis and reporting
 - iv. User satisfaction with the system's functionality and ease of use

R. Vehicle Height Monitoring for Airport Traffic Management

1. Introduction

The objective of this project is to accurately measure vehicle height, lane usage, and traffic volume, with a focus on identifying vehicles exceeding 11 feet 9 inches in height. Upon detection of an oversized vehicle, an alert will be sent to the digital signage within 1 second, notifying the vehicle of the height restriction. The Solution will utilize LiDAR and AI driven Perception Software to measure vehicle height and identify breaches.

2. Objectives

- i. Monitor vehicle height, lane usage, and traffic volume at Airport
- ii. Identify and alert oversized vehicles (height > 11 feet 9 inches) in real-time
- iii. Integrate with digital signage for effective communication to drivers
- iv. Utilize AI and LiDAR technology for accurate vehicle height measurement and breach detection

3. Design and Backend Development

- i. Develop a system architecture that integrates LiDAR and Perception Software
- ii. Create an AI driven object detection and classification system for vehicle height monitoring
- iii. Design a mechanism for real-time alerting and integration with digital signage

4. Vehicle Height Monitoring and Alerting

- i. Collect and analyze data on vehicle height, lane usage, and traffic volume
- ii. Train the AI system to accurately classify and identify vehicle height with an acceptable degree of accuracy as agreed to by the Parties in the Work Plan
- iii. Implement real-time monitoring and alerting for vehicles exceeding the height limit

5. System Deployment and Support

- i. Provide on-site installation and system integration support
- ii. Offer training and documentation for system users and administrators
- iii. Deliver ongoing system updates, maintenance, and customer support

6. Deliverables

- i. Design documentation and system architecture
- ii. Backend development code and frontend user interface
- iii. AI driven object detection and classification system
- iv. Real-time alerting mechanism and digital signage integration
- v. Training materials and user documentation
- vi. On-site installation and integration support

7. Project Schedule

The project schedule will be determined by the Parties in the Work Plan. Regular progress updates and milestone reviews will be scheduled to ensure timely delivery of the Solution.

8. Acceptance Criteria

The Solution must meet the following criteria:

- i. Accurate measurement of vehicle height, lane usage, and traffic volume
- ii. An acceptable degree of accuracy detection rate for vehicle height classification as agreed to by the Parties in the Work Plan
- iii. Real-time alerting and integration with digital signage for height limit breaches
- iv. User satisfaction with the system's functionality and ease of use

S. Hard Stand Monitoring for Airport Aircraft Management

1. Introduction

The objective of this project is to accurately measure plane occupancy, tail number, and time of occupancy at the hard stand parking locations, using LiDAR technology and integration with air traffic control. Company will provide solar units with 10-day battery backups to power the LiDAR units, and data transmission will be achieved via point-to-point receivers and antennas.

2. Objectives

- i. Monitor plane occupancy, tail number, and time of occupancy at hard stand parking locations
- ii. Integrate with air traffic control to identify tail numbers, aircraft brands, and arrival origin locations
- iii. Utilize solar-powered LiDAR units for efficient and environmentally friendly operation
- iv. Ensure secure and reliable data transmission to the Main Terminal

3. Design and Backend Development

- i. Develop a system architecture that integrates LiDAR technology and air traffic control data
- ii. Create an AI driven object detection and classification system for aircraft identification and occupancy monitoring
- iii. Design a solar-powered LiDAR unit setup and data transmission system

4. Aircraft Identification and Occupancy Monitoring

- i. Collect and analyze data on plane occupancy, tail numbers, and time of occupancy at hard stand parking locations

- ii. Train the AI system to accurately classify and identify aircraft and tail numbers with an acceptable degree of accuracy rate as agreed to by the Parties in the Work Plan
- iii. Monitor and report on aircraft dwell or parking time with an acceptable degree of accuracy rate as agreed to by the Parties in the Work Plan

5. System Deployment and Support

- i. Provide on-site installation and system integration support
- ii. Offer training and documentation for system users and administrators
- iii. Deliver ongoing system updates, maintenance, and customer support

6. Deliverables

- i. Design documentation and system architecture
- ii. Backend development code and frontend user interface
- iii. AI driven object detection and classification system
- iv. Solar-powered LiDAR unit setup and data transmission infrastructure
- v. Training materials and user documentation
- vi. On-site installation and integration support

7. Project Schedule

The project schedule will be determined by the Parties in the Work Plan. Regular progress updates and milestone reviews will be scheduled to ensure timely delivery of the Solution.

8. Acceptance Criteria

The Solution must meet the following criteria:

- i. Accurate measurement of plane occupancy, tail number, and time of occupancy at hard stand parking locations
- ii. An acceptable degree of accuracy detection rate for aircraft and tail number identification as agreed to by the Parties in the Work Plan
- iii. An acceptable degree of accuracy rate for monitoring and reporting on dwell or parking time as agreed to by the Parties in the Work Plan
- iv. Successful integration with air traffic control and data transmission to the Main Terminal
- v. User satisfaction with the system's functionality and ease of use

T. Airside Terminal A Monitoring for Airport Comprehensive Management

1. Introduction

The objective of this project is to develop a Solution that provides minute-by-minute measurements of passenger movement, concessions, facility counts, gate hold, gate turn time, and underwing measurements using LiDAR and AI driven Perception Software. The installation will cover both

indoor and outdoor areas, allowing the Authority to monitor the entire Main Terminal in real-time. The monitoring system will provide various Network Operations Center (NOC) views, customizable by user access rights, and allow users to analyze individual locations for trends and insights.

2. Objectives

- i. Implement a comprehensive monitoring system for Airside Terminal A at Airport
- ii. Provide minute-by-minute measurements of passenger movement, concessions, facility counts, gate hold, gate turn time, and underwing measurements
- iii. Utilize LiDAR and AI technology for accurate data collection and analysis
- iv. Enable customizable NOC views and detailed analysis of individual locations

3. Design and Backend Development

- i. Develop a system architecture integrating LiDAR and AI driven Perception Software for comprehensive monitoring
- ii. Create an AI driven object detection and classification system for various measurements
- iii. Design a user-friendly interface for data visualization, NOC views, and detailed analysis

4. Monitoring and Data Analysis

- i. Collect and analyze data on passenger movement, concessions, facility counts, gate hold, gate turn time, and underwing measurements
- ii. Train the AI system to accurately classify and identify vehicles with an acceptable degree of accuracy rate as agreed to by the Parties in the Work Plan
- iii. Provide customizable NOC views and access controls based on user rights

5. System Deployment and Support

- i. Provide on-site installation and system integration support for both indoor and outdoor areas
- ii. Offer training and documentation for system users and administrators
- iii. Deliver ongoing system updates, maintenance, and customer support

6. Deliverables

- i. Design documentation and system architecture
- ii. Backend development code and frontend user interface
- iii. AI driven object detection and classification system
- iv. Customizable NOC views and user access controls
- v. Training materials and user documentation
- vi. On-site installation and integration support

7. Project Schedule

The project schedule will be determined by the Parties in the Work Plan. Regular progress updates and milestone reviews will be scheduled to ensure timely delivery of the Solution.

8. Acceptance Criteria

The Solution must meet the following criteria:

- i. Comprehensive monitoring of Airside Terminal A, including indoor and outdoor areas
- ii. Accurate measurement of passenger movement, concessions, facility counts, gate hold, gate turn time, and underwing measurements
- iii. An acceptable degree of accuracy detection rate for vehicle identification as agreed to by the Parties in the Work Plan
- iv. Customizable NOC views and detailed analysis of individual locations
- v. User satisfaction with the system's functionality and ease of use

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Exhibit B, Sample Work Plan

Hillsborough County Aviation Authority

1. Work Plan No.:
2. Project Title:
3. Project Information
 - A. Project Purpose:
 - B. Project Description:
 - C. Project Scope of Work and Deliverables:
 - D. Project Number:

4. Schedule and Costs

A. Project Schedule/Timeline

Clearly outline the deliverables and the time it will take to complete each deliverable.

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

B. Total Cost of Project

Provide the costs in U.S. dollars.

Expenditure <i><insert applicable terms></i>	Totals
Service Cost	
Hourly Rate <i><insert job classification></i>	\$
Number of hours to complete project	x
Total Service Cost	\$
Reimbursable Costs (as applicable)	
Data	\$

Printing	\$
Travel*	\$
Other:	\$
Other:	\$
Total Projected Reimbursable Cost	\$
Total Project Cost (Service Cost and Reimbursable Costs)	\$

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

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

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

5. Payment

Payment shall be in accordance with Article 4, Fees and Payments, of the Agreement.

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

Company: The Indoor Lab LLC

Date:

Authorized Official:

Name:

Title:

Signature: _____

Hillsborough County Aviation Authority Approval of this Work Order

Department: Information Technology Services

Date:

Name:

Title:

Signature: _____

**cc: Central Records
Procurement Agent**