

WSI T E C H
N O L O
G I E S
Technical Services Agreement

This is an agreement (hereafter referred to as the "**Agreement**") between Word Systems, LLC (hereafter referred to as "**WSI**") and Hillsborough County Aviation Authority (hereafter referred to as "**Customer**"). The initial Term of this Agreement shall be from the **Start Date** referenced below, through the last day of the full calendar month after the **Start Date** (the "**Term**" or "**Initial Term**").

This Agreement is for the items listed on the WSI "**Sales Invoice**" referenced herein, or the list of attached SN's provided on Attachment A (hereinafter such items collectively referred to as the "**Equipment**" and "**Software**" or the "**System**") and covers the service, support, training, periodic 'minor', or 'patch' software upgrades, parts, and labor for the System during the entire Term of this Agreement.

Start Date: August 3, 2023

Initial Term of Agreement: Five (5) Years

Amount due for Initial Term: \$50,298.30

Annual Amount Due: \$0

No refunds shall be given if Customer cancels or terminates this Agreement during the Term.

The rates herein may be increased upon renewal of the Term and as otherwise set forth in this Agreement considering factors that include, but are not limited to, inflation, fuel costs, availability of parts, software, history of support calls and parts used during previous Term. Payment in full is required on or before the first day of each Term.

ARTICLE I
TECHNICAL SERVICES

A. **SERVICES.** WSI will provide to Customer support as follows:

- 1) Support for Software and Equipment purchased hereunder. WSI may provide error correction on software by means of a "temporary fix," in which case it will continue to use reasonable efforts to pursue a permanent solution.
- 2) Repairs will be performed and replacement parts will be furnished, if available, at no charge. The returned defective and/or worn parts WSI replaces become the property of WSI. WSI reserves the right to replace or exchange any defective piece of Equipment with another if WSI determines there is a need to do so, regardless of age or serial number.
- 3) Installation of Equipment, or any Software revisions to basic Equipment, that is required by the manufacturer to correct a problem. It must be determined to be essential and be needed to keep the Equipment running. This would be considered a 'minor' or 'patch' software upgrade. This does not include a 'major' software upgrade that includes extra features and enhancements that are sold to increase performance or functionality unless Software Assurance has been purchased and outlined.
- 4) Training will be performed remotely between 8 am and 5 pm, Monday through Friday, EST, excluding holidays, unless other arrangements have been agreed upon in writing prior to the Start Date.
- 5) Annual health check will be performed within 90 days of customer request. All Systems covered under the Agreement will be audited for proper hardware and software functionality and reviewed for applicable updates. Critical system files will be backed up, and site documents updated. Audit will be performed remotely unless onsite is required, as determined by WSI.
- 6) Technical consultation to support design of expansion and upgrade planning.
- 7) Services are to be performed Monday – Friday 8AM – 5PM EST, unless the service is deemed to be for a 'down' system or a high severity call that greatly effects the site.
- 8) In the event of replacement parts or equipment during the course of this Agreement, the new items will have a 90 day warranty, or will be covered for the duration of the Agreement, whichever is longer in duration.
- 9) Access to available knowledge resources i.e., technical documents, bulletins, webinars, user guides and User Group contact information.

B. **ADDITIONAL CHARGES.** Additional Charges, if any, will be assessed per this Agreement as shown below:

- 1) WSI will charge for time and materials for performing any services connected with relocation of equipment and expansions of equipment (30 days prior approval required). WSI will charge time and materials rates for all repairs and software support needed to repair computer virus contamination of the WSI supplied computer system. WSI will charge for installation of any system expansions. The Customer agrees not to load any software on the WSI supplied computer without the prior written permission from WSI. WSI will charge for any installation of system expansions, software enhancements, software and related modifications or additional attachments and accessories that the Customer requests but would not normally be essential to keeping the equipment operational with its then current functionality.
- 2) Additional onsite training, beyond initial training provided with purchase, will be invoiced at WSI standard hourly rate.
- 3) WSI will charge for any parts or equipment that must be replaced due to cause other than normal wear and tear. Damages caused by accident, abuse, acts of god, operator errors, etc. are chargeable.
- 4) New additional equipment or software purchases will result in adjustment of Agreement charges. Customer will be invoiced for support premiums related to such additions. The invoice will be pro-rated to coincide with the remaining Term of this Agreement.
- 5) WSI shall not have any obligations with respect to problems due to any modification of the Equipment or Software by anyone other than WSI, the improper combination of Equipment or Software with other products not provided by WSI, or the use of the Software or



Equipment in an unreasonable manner. Any services that WSI agrees to perform due to the foregoing shall be charged at WSI's then current rates.

- 6) WSI shall not have any obligations with respect to problems due to Customer's failure to install standard software updates or comply with the manufacturers' recommended operating environment or specifications, or due to changes in Customer's own network or hardware. Any services that WSI agrees to perform due to the foregoing shall be charged at WSI's then current rates.
- 7) WSI shall use commercially reasonable efforts to provide the agreed upon technical services. If an identical part or Equipment is not commercially reasonably available when there is a need for replacement, then WSI may use a compatible, alternate part or equipment. However, should WSI determine that a part or certain equipment of Customer is not commercially reasonably available for repair or replacement of an identical or compatible, alternate part or equipment, due to its age, technology advances in conjunction with Customer's other equipment, services, or compatibility with Customer's systems, then Customer shall be required to purchase a replacement part or equipment in order for WSI to complete the technical services pursuant to this Agreement.

C. **EXCLUSIONS.** WSI does not provide:

- 1) Electrical work, cabling, drilling or carpentry;
- 2) Technical support of equipment not provided by WSI;
- 3) Loaner equipment. Consult account manager for spare/redundant systems.
- 4) Additional equipment or upgrades to existing equipment or operating systems, software or other tools or utilities or networks or components that may be required in connection with a manufacturer's 'major' software upgrade, unless Software Assurance has been purchased and outlined.
- 5) Support in resolving network, workstation, database, environmental or other errors not directly related to the Software and Equipment listed in this Agreement.
- 6) Technical support of systems that have non-standard configurations that have not been certified by 3rd party providers are specifically excluded from the Agreement unless otherwise agreed in writing by WSI and included in this Agreement.
- 7) Any hardware, software or systems supplied to the Customer by a third party, unless specifically included in this Agreement.
- 8) Parts are covered for any System with an installation date of less than 5 years. After 5 years, the System is considered at an age for replacement and parts are no longer covered under this Agreement.
- 9) Management of anti-virus or other security applications (see WSI for approved 3rd party applications).

Warranty Exclusion: WSI is providing technical services in lieu of any warranties from manufacturer. To the fullest extent permitted by law, the services herein and the Software and Equipment are provided on an "as is" basis. WSI does not warrant that the Equipment and Software will operate uninterrupted or error free or that all defects will be corrected or that they will meet customer's requirements or will operate in combinations with other equipment, software, or data not provided by WSI. **WSI DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, EQUIPMENT, AND SYSTEM. WSI DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORTS, NON-INFRINGEMENT OR WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. In lieu of such warranties, WSI shall provide all of the services stated herein throughout the Term.**

ARTICLE II

GENERAL TERMS AND CONDITIONS

- A. **WSI RESERVES** the right to modify or delete any term or condition of this Agreement by giving a 30-day prior notice to Customer, in which case Customer may terminate this Agreement by giving WSI written notice of its intent to terminate within 30 days of its receipt of notice from WSI regarding the change, in which case WSI will provide a pro-rata refund of pre-paid Technical Services Fees for the remainder of the Term.
- B. **LIABILITY DISCLAIMERS.** WSI shall not be liable or held responsible for any delay in or failure or defect of performance under this Agreement, or be liable for any other consequence, damage, injury, or loss, caused by or resulting from any act, event, occurrence, or cause beyond the reasonable control of WSI, including (without limitation) acts of God, war, fires, hurricanes, explosions, floods, strikes, major mechanical breakdown, system malfunctions, interruption of utility services, acts of any unit of government or agency thereof, work stoppage, breakdown, virus contamination, theft, loss of data, lack of available parts from the manufacturer, loss caused by power failures, loss caused by lack of Customer equipment or software backups, or work done due to lack of proper training of Customer's personnel. Customer is expected to insure the Equipment, Software, and System and to backup all data, voice and video files and to protect the computer from incoming virus damage. Service calls that are caused by any of the foregoing exclusions shall be invoiced at the currently published time and materials rates.

To the fullest extent permitted by law:

- 1) WSI and its officers, directors, employees, shareholders, agents and representatives shall not be liable to Customer or any other party for incidental, special, exemplary or consequential damages (including, without limitation, loss of anticipated profits, loss of data, and loss of goodwill) arising out of or related to this Agreement or the goods and services provided, even if advised in advance of the possibility.
- 2) Except with respect to damages caused by WSI's willful misconduct, WSI's liability (including attorneys' fees) to Customer or any third party arising out of or related to this Agreement and the goods and services provided shall, for any and all causes and claims, regardless of the form of action, whether based on contract, tort, negligence, strict liability, indemnification or otherwise, in the aggregate not exceed the higher of the price paid by Customer for the particular goods or services involved prior to such claim's accrual under which such damages arose or the amount of insurance required under this Agreement.

- C. **CUSTOMER RESPONSIBILITY.** It is the responsibility of the Customer to have trained personnel operating the Equipment who have basic PC knowledge. Additional training is available from WSI for an additional charge as new people are hired to run the Equipment. The Customer



shall make the Equipment available to the service department representative as soon as a representative arrives on-site and agrees to allow the WSI technical services representative access to the Equipment, immediately upon arrival. Any delays will be charged for at our regularly published service rates. Access will be given to him/her for as long as it takes to repair and adequately test the Equipment.

- D. **GOVERNING LAW; VENUE.** This Agreement and any matters and disputes related thereto shall be governed by and construed in accordance with the laws of the State of Florida without regard to the choice of law principles thereof. Any cause of action arising hereunder may only be brought in a federal or state court located in Hillsborough County, Florida. Each party expressly agrees that Hillsborough County shall be deemed to be a county of preferred venue and each such party waives any entitlement each might otherwise have to a transfer of venue out of Hillsborough County venue rules or laws which may be applicable. The parties hereby submit to the exclusive jurisdiction of the Florida courts.
- E. **SEVERABILITY.** In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part by a court of competent jurisdiction, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable provisions had not been included in this Agreement, and this Agreement shall be construed by adding a valid provision which effectuates the intent of the invalid provision as nearly as lawfully possible.
- F. **EXECUTION AND DELIVERY.** Each of the persons who has signed this Agreement represents and warrants that he or she has been duly authorized to sign this Agreement by all necessary action on the part of the entity on whose behalf he or she has signed this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and part of one and the same Agreement. Delivery of an executed copy of this Agreement by facsimile transmission or email shall constitute effective and binding execution and delivery thereof and the signatures thereon shall be deemed to be original signatures for all purposes.
- G. **SOFTWARE RELEASE LANGUAGE.** A **release** is the distribution of the final version of an application. A **software release** may be either public or private and generally constitutes the initial generation of a new or upgraded application. A **release** is preceded by the distribution of alpha and then beta versions of the software. **Major Release** means a new **release of Software** supported by Supplier that adds features and functionality improving overall Product performance, efficiency and/or usability, and designated by Supplier as a replacement for a Product. **Minor Release**, or point release, or dot release, is an update to existing software. A minor release is normally intended to fix bugs or so small changes or cleanups to software. **Patch releases** are intended for very small changes or bug fixes that do not disrupt the actual software functionality. Version schematic is as follows X.Y.Z (5.4.3) relates to major.minor.patch.

H. **WORK PLAN**

- 1) Without invalidating this Agreement, Customer may, at any time, order additions, deletions or revisions to the Services authorized only by written Work Plan. Prior to the onset of any Services to be performed, WSI and Customer will outline each task involved, establish a schedule for completing each task, and detail the associated costs, and include the names, titles, responsibilities, and resumes of WSI's Personnel that will be assigned to the task in a work plan as shown in Exhibit B, Work Plan. The Work Plan schedule may go beyond the termination date of this Agreement if necessary to complete the Work Plan tasks. WSI 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 schedule.
 - 2) WSI will only begin Services upon execution of the Work Plan by WSI and Customer. 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.
 - 3) Upon execution of the Work Plan, the Customer will issue a Purchase Order to WSI to perform the specific items agreed upon schedule and/or costs, to in the Work Plan. The Customer Vice President of Information Technology or designee will have the authority to execute any Work Plan on behalf of the Customer consistent with the terms of this Agreement. No Services will be initiated by WSI until WSI receives the Purchase Order which will include the final agreed upon Work Plan.
 - 4) Any Purchase Order issued during the effective period of this Agreement and not completed within that period shall be completed by WSI within the time specified in the Quote. The Agreement shall govern WSI's and Customer's rights and obligations with respect to that Quote to the same extent as if the Quote were completed during the Agreement effective period.
- I. **INVOICES.** Invoices required by this Agreement will be created and submitted by WSI to Customer Finance Department via email to Payables@TampaAirport.com in a form acceptable to Customer 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.
- J. **PAYMENT METHOD.** WSI 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 Customer website at www.TampaAirport.com > Learn about TPA > Airport Business > Procurement > Solicitations and Contracts > Additional Resources > Electronic Payment Methods. Customer reserves the right to modify the electronic payment methods and processes at any time. WSI may change its selected electronic payment method during the Term of this Agreement in coordination with Accounts Payable.

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

K. **PAYMENT WHEN SERVICES ARE TERMINATED FOR CONVENIENCE**

- 1) In the event of termination of this Agreement for the convenience of Customer, Customer will compensate WSI as listed below; however, in no event shall WSI be entitled to any damages or remedies for wrongful termination.
 - i. All Services performed prior to the effective date of termination; and
 - ii. Expenses incurred by WSI in effecting the termination of this Agreement as approved in advance by Customer.

- L. **PROMPT PAYMENT.** WSI 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 Customer. Any exception to this prompt payment provision will only be for good cause with prior written approval of Customer. Failure of WSI to pay any of its subcontractor(s) accordingly will be a material breach of this Agreement.
- M. **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 WSI. The laws of the State of Florida provide that sales tax and use taxes are payable by WSI upon the tangible personal property incorporated in the work and such taxes will be paid by WSI. Customer is exempt from all State and Federal sales, use and transportation taxes.
- N. **OWNERSHIP OF DOCUMENTS.** All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form or characteristics made by WSI or its employees incident to, or in the course of, Services to Customer, will be and remain the property of Customer.

O. INDEMNIFICATION

- 1) To the maximum extent permitted by Florida law, in addition to WSI's obligation to provide pay for and maintain insurance as set forth elsewhere in this Agreement, WSI will indemnify and hold harmless Customer, 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:
 - i. presence on, use or occupancy of Customer property;
 - ii. acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
 - iii. any breach of the terms of this Agreement;
 - iv. performance, non-performance or purported performance of this Agreement;
 - v. violation of any law, regulation, rule, order, decree, ordinance, Federal directive or Federal circular;
 - vi. infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
 - vii. 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 WSI or WSI's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by WSI, whether the liability, suit, claim, procedure, lien, expense, loss, cost, royalty, fine or damages is caused in part by an indemnified party. This indemnity obligation expressly applies, and shall be construed to include, any and all claim(s) caused in part by the negligence, acts or omissions of the Customer, its members, officers, agents, employees, or volunteers.
- 2) In addition to the duty to indemnify and hold harmless, WSI will have the separate and independent duty to defend Customer, its members, officers, agents, employees, and volunteers from all suits, claims or actions of any nature seeking damages, equitable or injunctive relief expenses, liens, expenses, losses, costs, royalties, fines, attorney's fees or any other relief in the event the suit, claim, or action of any nature arises in whole or in part from the:
 - i. presence on, use or occupancy of Customer property;
 - ii. acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
 - iii. any breach of the terms of this Agreement;
 - iv. performance, non-performance or purported performance of this Agreement;
 - v. violation of any law, regulation, rule, order, decree, ordinance, Federal directive, Federal circular or ordinance;
 - vi. infringement of any patent, copyright, trademark, trade dress or trade secret rights;
 - vii. contamination of the soil, groundwater, surface water, stormwater, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection agency or other regulatory agency to be an environmental contaminant. by WSI or WSI's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by WSI regardless of whether it is caused in part by WSI, its members, officers, agents, employees, or volunteers. This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature to WSI 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 Customer, its members, officers, agents, employees, or volunteers.
- 3) If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then with respect to the part so limited, WSI agrees to the following: To the maximum extent permitted by Florida law, WSI will indemnify and hold harmless Customer, its members, officers, agents, employees, and volunteers from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of WSI and persons employed or utilized by WSI in the performance of this Agreement.
- 4) If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statute § 725.06 (1) or any other applicable law, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Agreement, (ii) coverage amount of Commercial General Liability Insurance required under this 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.
- 5) WSI's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that any suit, claim or other action against WSI, its members, officers, agents, employees, and volunteers its fully and finally barred by the applicable statute of limitations or repose.
- 6) In addition to the requirements stated above, to the extent required by FDOT Public Transportation Grant Agreement and to the fullest extent permitted by law, WSI 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 WSI and persons employed or utilized by WSI 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.

- 7) Nothing in this Article will be construed as a waiver of any immunity from or limitation of liability WSI, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.
- 8) Customer and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving WSI of any of its obligations under this Article.
- 9) If the above Articles 1 – 8 or any part of Articles 1 – 8 are deemed to conflict in any way with any law, the Article or part of the Article will be considered modified by such law to remedy the conflict.

P. ACCOUNTING RECORDS/AUDIT REQUIREMENTS

- 1) Books and Records

In connection with payments to WSI under this Agreement, it is agreed WSI will maintain full and accurate books of account and records customarily used in this type of business operation, in conformity with Generally Accepted Accounting Principles (GAAP). WSI will maintain such books and records for five years after the end of the Term of this Agreement. Records include, but are not limited to, books, documents, papers, records, research and Work Plans related to this Agreement. WSI will not destroy any records related to this Agreement without the express written permission of the Customer.

- 2) Customer Right to Perform Audits, Inspections, or Attestation Engagements

At any time or times during the Term of this Agreement or within three years after the end of this Agreement, Customer, or its duly authorized representative, will be permitted to initiate and perform audits, inspections or attestation engagements over WSI's records for the purpose of determining payment eligibility under this Agreement or over selected operations performed by WSI under this Agreement for the purpose of determining compliance with this Agreement.

Free and unrestricted access will be granted to all of WSI's records directly pertinent to this Agreement or any work order, as well as records of parent, affiliate and subsidiary companies and any subconsultants or subcontractors. If the records are kept at locations other than the Airport, WSI will arrange for said records to be brought to a location convenient to Customer auditors to conduct the engagement as set forth in this Article. Or, WSI may transport Customer team to WSI headquarters for purposes of undertaking said engagement. In such event, WSI will pay reasonable costs of transportation, food and lodging for Customer team. In the event WSI maintains its accounting or Agreement information in electronic format, upon request by Customer auditors, WSI will provide a download or extract of data files in a computer readable format acceptable to Customer at no additional cost. Customer has the right during the engagement to interview WSI's employees, subconsultants, and subcontractors, and to make photocopies of records as needed.

WSI agrees to deliver or provide access to all records requested by Customer auditors within fourteen (14) calendar days of the request at the initiation of the engagement and to deliver or provide access to all other records requested during the engagement within seven (7) calendar days of each request. The Parties recognize that Customer will incur additional costs if records requested by Customer auditors are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree Customer may charge WSI liquidated damages in the amount of one hundred dollars (\$100.00) per day, for each requested record not received. Such damages may be assessed beginning on the fifteenth (15th) or eighth (8th) day, as applicable, following the date the request was made. Accrual of such fee will continue until specific performance is accomplished. This liquidated damage rate is not an exclusive remedy and Customer retains all rights, including but not limited to, its rights to elect its remedies and pursue all legal and equitable remedies. The Parties expressly agree that these liquidated damages are not a penalty and represent reasonable estimates of fair compensation for the losses that reasonably may be anticipated from WSI's failure to comply.

If as a result of any engagement, it is determined that WSI has overcharged Customer, WSI will re-pay Customer for overcharge and Customer may assess interest of up to twelve percent (12%) on the overcharge from the date the overcharge occurred. If it is determined that WSI has overcharged Customer by more than three percent for the period under consideration, WSI will also pay for the entire cost of the engagement.

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

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

Q. INSURANCE

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

- 1) Required Coverage - Minimum Limits

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the Services performed pursuant to 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.

2) Commercial General Liability Insurance

The minimum limits of insurance covering the Services performed pursuant to this Agreement will be the amounts specified herein. Coverage will be provided for liability resulting out of or in connection with, ongoing operations performed by, or on behalf of, WSI under this Agreement or the use or occupancy of Customer premises by, or on behalf of WSI in connection with this Agreement. Coverage shall be provided on a form no more restrictive than ISO Form CG 00 01. Additional insurance coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 30 37 10 01.

Agreement Specific

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

3) Workers' Compensation and Employer's Liability Insurance

The minimum limits of insurance are:

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

4) Business Automobile Liability Insurance

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

Each Occurrence – Bodily Injury and Property Damage Combined	\$1,000,000
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5) Professional Liability Insurance

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

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

6) Cyber Liability & Data Storage

WSI 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 WSI, any of its subcontractors, or cloud service providers used by WSI;
- 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 WSI to the Customer. 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	\$1,000,000
Annual Aggregate	\$1,000,000
Event Management Expenses	\$1,000,000

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of Services provided. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement Effective Date, WSI 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 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	\$2,000,000
Annual Aggregate	\$2,000,000

7) Technology Professional Liability/Errors and Omissions Insurance

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

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

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

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, WSI 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	\$2,000,000
Annual Aggregate	\$2,000,000

8) Waiver of Subrogation

WSI, 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 the Customer, members of Customer’s governing body and the Customer’s officers, volunteers, agents, and employees, for damages or loss to the extent covered and paid for by any insurance maintained by WSI.

9) Incident Notification

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

10) Customer Claims, Issues, or Complaints

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

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



11) Conditions of Acceptance

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

R. **NON-DISCRIMINATION.** During the performance of this Agreement, WSI, for itself, its assignees and successors in interest, agrees as follows:

- 1) WSI 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.
- 2) Civil Rights. WSI, 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. WSI 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, WSI, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:
 - i. 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);
 - ii. 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);
 - iii. 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);
 - iv. 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;
 - v. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
 - vi. 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);
 - vii. 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);
 - viii. 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;
 - ix. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - xi. 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, WSI must take reasonable steps to ensure that LEP persons have meaningful access to WSI’s programs (70 Fed. Reg. at 74087 to 74100); and
 - xii. Title IX of the Education Amendments of 1972, as amended, which prohibits WSI from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- 3) In all solicitations either by competitive bidding or negotiation made by WSI for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier must be notified by WSI of WSI’s obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- 4) WSI will provide all information and reports required by the Regulations or directives issued pursuant thereto and must permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Customer or the FAA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of WSI is in the exclusive possession of another who fails or refuses to furnish this information, WSI will so certify to Customer or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5) In the event of WSI’s non-compliance with the non-discrimination provisions of this Agreement, Customer will impose such contractual sanctions as it or the FAA may determine to be appropriate, including, but not limited to, withholding of payments to WSI under this Agreement until WSI complies, and/or cancellation, termination or suspension of this Agreement, in whole or in part.
- 6) WSI will include the provisions of Paragraphs 1 through 5 above, in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued thereto. WSI will take such action with respect to any subcontract or procurement as Customer or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event WSI becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, WSI may request Customer to enter into such litigation to protect the interests of Customer and, in addition, WSI may request the United States to enter into such litigation to protect the interests of the United States.
- 7) WSI 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 WSI, 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. WSI, if required by such requirements, will provide assurances to Customer that WSI will undertake an affirmative action program and will require the same of its subconsultants.

S. DATA SECURITY

- 1) WSI will not attempt to access, and will not allow its personnel access to, Customer data or third-party data that is not required for the performance of the Services of this Agreement by such personnel.
- 2) WSI is obligated to maintain the confidentiality and security of all Customer data in connection with the performance of the Services.
- 3) Without limiting WSI's other obligations under this Agreement, WSI must implement or use network management and maintenance applications and tools, appropriate fraud prevention and detection and encryption technologies to protect all Customer data; provided that WSI must, at a minimum, encrypt all Personally Identifiable Information in-transit and at-rest.
- 4) WSI must perform all Services using security technologies and techniques in accordance with industry-leading practices and the Customer's security policies, procedures and other requirements made available to WSI in writing.
- 5) WSI must encrypt all Customer Confidential Information. WSI 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. WSI must not deviate from this encryption requirement without the advance, written Customer approval.
- 6) WSI must provide to Customer, 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.
- 7) WSI 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 Customer.
- 8) If Customer is required to provide or rectify information regarding an individual's Personally Identifiable Information, WSI will reasonably cooperate with Customer to the full extent necessary to comply with Data Protection Laws. If a request by a data subject is made directly to WSI, WSI will notify Customer of such request as soon as reasonably practicable.
- 9) WSI must implement procedures to minimize the collection of Personally Identifiable Information.
- 10) Notice to Customer

WSI will adhere to and abide by the security measures and procedures established by Customer and/or the TSA and any terms of service agreed to by Customer with regards to data security. In the event WSI or WSI's subcontractor (if any) discovers or is notified of a Data Breach or potential Data Breach of security relating to Customer data or third party data, WSI will promptly, (a) Notify Customer of such breach or potential Data Breach no later than twenty-four (24) hours following discovery; and (b) If the applicable Customer data or third party data was in the possession of WSI at the time of such Data Breach or potential breach, WSI will investigate and cure the Data Breach or potential breach.

Such notice must summarize in reasonable detail the nature of Customer 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. WSI must not make any public announcements relating to such Data Breach without Customer's Vice President of Communications' or designee's prior written approval.

T. CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW

IF WSI HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO WSI'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.

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

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

U. NON-DISCLOSURE

All written and oral information and materials (Information) disclosed or provided by Customer to WSI under this Agreement will not be disclosed by WSI, whether or not provided before or after the date of this Agreement.



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

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

WSI may not attempt to or permit access to any Customer Information by any unauthorized individual or entity. WSI 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. WSI will, upon request from Customer, provide Customer with an updated list of those individuals having access to Customer data and the level of such access.

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

The non-disclosure obligation imposed on WSI 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 Customer receives a public records request related to this Agreement, the Customer will endeavor to provide notice of such request in order that WSI may seek an injunction against the release of any records requested if WSI so chooses.

V. E-VERIFY REQUIREMENT

In accordance with the State of Florida, Office of the Governor, Executive Order Number 11-116 (Verification of Employment Status) and Fla. Stat. Section 448.095 the Contractor, and any subcontractor thereof, is obligated to register with and use the Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor or subcontractor. If the Contractor enters into a contract with a subcontractor, the Contractor must require the subcontractor to provide an affidavit stating that the subcontractor uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien.



IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SHOWN BELOW. THE UNDERSIGNED PARTIES AGREE THAT THEY HAVE READ AND THAT THEY UNDERSTAND THE TERMS AND CONDITIONS OF EACH PROVISION OF THIS AGREEMENT AND BY THEIR SIGNATURES ACKNOWLEDGE THAT THEY ARE BOUND TO KNOW THE CONTENTS OF THIS AGREEMENT AND TO PERFORM AS REQUIRED HEREBY.

Word Systems, LLC By:

Print Name: _____

Title: _____

Date: _____

Customer

By: _____

Print Name: _____

Title: _____

Date: _____

**Attachment
A**

Additional Equipment Covered under this Agreement. This Agreement will cover Service, Support, Parts and Labor for items listed below.

Please fill in the appropriate Equipment/Software model # and serial numbers and/or Licensing Numbers.

Equipment Make & Model Number	Serial Number/Software License #
COR 110110 60 CH - TIA Primary NIR	33879501
COR 109244 6 CH – TIA Resilient NIR	INF-100518
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____