

# **Air Travel Solutions Airports Master Services Agreement**

between

SITA

and

Hillsborough County Aviation Authority (“Customer”)

Version 081018

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## **Schedules**

Service Schedule(s)

Equipment Schedule

Maintenance and Support Schedule

Pricing Schedule

## PARTICULARS

<b>Parties</b>	<b>SITA</b>	Name	SITA Information Networking Computing USA Inc.
		Address	3100 Cumberland Blvd. Suite 900, Atlanta, Georgia, 30339,
		Address for notices	As above
		Copy to	SITA, 26, Chemin de Joinville, 1216 Cointrin – Geneva Switzerland
		Fax	+41 22 747 6166
		Attention	General Counsel
		Attention	Contract Management, Air Transport Solutions
		<b>Customer</b>	Name
Address	P.O. Box 22287, Tampa, Florida 33622		
Address for notices	Tampa International Airport, 4160 George J. Bean Parkway, Suite 2400, Administration Building Tampa, Florida 33622		
Fax			
Attention	Chief Executive Officer		
<b>Recitals</b>	A	SITA provides airport services and solutions to customers around the world.	
	B	Customer has requested, and SITA has agreed to provide services under the terms and conditions of this Master Services Agreement.	
<b>Service(s)</b>	<b><i>Maintenance Service for AirportVision and iValidate</i></b>		
<b>Agreement(s) superseded and replaced by this Master Services Agreement (if any)</b>	Hillsborough County Aviation Authority Maintenance Contract for Electronic Visual Information Display Systems (EVIDS) and associated Amendments.		
<b>Airport(s)/ Site(s)</b>	Tampa International Airport (TPA)		
<b>Effective Date</b>	The date on which the last of the Parties to this Master Services Agreement signs it.		
<b>Governing Law</b>	New York, United States of America		
<b>SITA Reference(s)</b>	Customer ALD/NCC	59865/JO+	
	Contract Number	2-00156410	

# TERMS AND CONDITIONS

## 1 Definitions and Interpretations

### 1.1 Definitions

The following words have these meanings in this Master Services Agreement:

**Affiliate** means, with respect to any person, any entity that directly or indirectly through one or more intermediaries Controls or is Controlled by such person or is under direct or indirect common Control with such person.

**Claim** means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature whatsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise.

**Confidential Information** means all information furnished or disclosed, in whatever form or medium, by the Discloser (or any of its Affiliates or Representatives) to the Recipient before, on or after the date of this Master Services Agreement relating to the business, technology or other affairs of the Discloser or any of its Affiliates. Confidential Information includes all of the trade secrets, designs, technical specifications, business plans, marketing plans, know-how, data, contracts, documents, business concepts, customer lists, customer data, costs, financial information, profits, billings, referral sources, existing or future services, products, operations, management, pricing, financial status, goals, strategies, objectives and agreements of the Discloser and any of its Affiliates, all of which is deemed confidential and proprietary, but does not include any information which the Recipient can demonstrate:

- (a) was publicly available at the time of disclosure or later became publicly available through no act or omission of the Recipient; or
- (b) was already lawfully in its possession at the time of disclosure; or
- (c) was rightfully received by the Recipient from a third party without any obligation of confidentiality known to the Recipient; or
- (d) was independently developed by or for the Recipient without use of the Discloser's Confidential Information; or
- (e) is required to be disclosed by a court of law or pursuant to statute, including but not limited to, the Florida Public Records Act.

**Control** means, in respect of an entity, the ability (whether it is legally enforceable or not) to control, whether directly or indirectly, the composition of the board of directors (or other governing body) of that entity, the voting rights of the majority of voting securities of the entity, or the management of the affairs of that entity.

**Customer** means the entity entering into this Master Services Agreement as counterparty to SITA.

**Customer Data** means, in respect to a Service, the data and files provided by (or on behalf of) Customer to SITA for that Service.

**Customer User** means any individual, whether employed by Customer or by a third party providing services to Customer, or self-employed, authorised by Customer or such third party to use a Service.

**Discloser** means the party disclosing Confidential Information.

**Dispute** means any dispute, controversy, difference or claim between the Parties as to the construction of this Master Services Agreement, the rights or obligations of a party or any other matter arising out of or relating to this Master Services Agreement including any question regarding the existence, validity or termination of this Master Services Agreement.

**Dispute Notice** is defined in clause 12.3.

**Effective Date** means the effective date set out in the Particulars.

**Equipment** means the equipment agreed to be purchased by the Customer from SITA pursuant to this Master Services Agreement, the description, technical specification(s) and quantities to be agreed between the Parties if required.

**Equipment Schedule** means any schedule with that title attached to this Master Services Agreement.

**FAA** means The U.S. Department of Transportation Federal Aviation Administration or any successor thereto.

**Force Majeure Event** means an event which:

- (a) is beyond the reasonable control of the affected party and which the affected party cannot prevent or overcome; and
- (b) prevents total or partial performance of the obligation(s) of the affected party, and
- (c) does not arise through the fault or negligence of the affected party.

**Government Agency** means any governmental, quasi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity.

**Insolvent** means having an administrator appointed, being in receivership, in liquidation, in provisional liquidation, wound up, subject to any arrangement, assignment or composition, protected from creditors under any law, dissolved (other than to carry out a restructure while solvent) or being otherwise unable to pay debts when they fall due or anything with the same or similar effect in any jurisdiction.

**Intellectual Property Rights** means all intellectual property rights including current and future registered and unregistered rights in respect of copyright (including rights in software and databases), database rights, designs, circuit layouts, trademarks, patents, inventions and discoveries, rights in confidential information, and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.

**LIBOR** means the London interbank offered rate, the interest rate at which banks borrow funds, in marketable size, in the London Interbank Market (the wholesale money market in London for the offering of deposits between banks in a range of currencies).

**Maintenance and Support Schedule** means any schedule with that title attached to this Master Services Agreement.

**Particulars** means the particulars section at the start of this Master Services Agreement.

**Pricing Schedule** means the schedule with that title attached to this Master Services Agreement.

**Purchase Order** means the Customer's written instruction (on the standard purchase order form of Customer) to SITA to supply Equipment.

**Recipient** means the party receiving Confidential Information.

**Representative** means an employee, agent, officer, director, auditor, adviser, partner, consultant, joint venturer or sub-contractor, or any similar role or position.

**Service** means a service provided pursuant to this Master Services Agreement.

**Service Schedule** means, in respect of a Service, the schedule with that title attached to this Master Services Agreement that sets out the particular description of that Service.

**SITA Group** means SITA SC, SITA NV and each of their Affiliates.

**SITA NV** means SITA N.V., registration number 34123203, having its registered office at Heathrowstraat 10, 1043 CH Amsterdam (Sloterdijk), The Netherlands.

**SITA SC** means Société Internationale de Télécommunications Aéronautiques, a Belgian cooperative society, having its registered office at Avenue des Olympiades 2, B-1140 Evere, Belgium.

**Software** means any operating system installed on the Equipment.

**Tax(s)** means any and all taxes (including sales taxes, value added taxes and income taxes), levies, imposts, charges and duties (including export, import, stamp and transactional duties), whether payable by withholding or otherwise, together with any interest, penalties, fines and expenses in connection with them, except if imposed on the net profit of a party.

**TSA** means the U.S. Department of Homeland Security Transportation Security Administration or any successor thereto.

## 1.2 Interpretation

1.2.1 Unless the contrary intention appears, a reference in this Master Services Agreement to:

1.2.1.1 (variations **or replacement**) a document (including this Master Services Agreement) includes any variation or replacement of it;

1.2.1.2 (**statute**) a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

1.2.1.3 (law) law means common law, principles of equity, and laws made by the legislature (and laws made by the legislature include regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);

1.2.1.4 (singular includes plural) the singular includes the plural and vice versa;

1.2.1.5 (person) the word person includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any Government Agency;

1.2.1.6 (calculation of time) a period of time dating from a given day or the day of an act or event, is to be calculated exclusive of that day;

1.2.1.7 (meaning not limited) the words include, including, for example or such as when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind; and

1.2.1.8 (reference to **anything**) anything (including any amount) is a reference to the whole and each part of it.

1.2.2 No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Master Services Agreement or any part of it.

1.2.3 Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this Master Services Agreement.

## 2 About this Master Services Agreement

2.1 This Master Services Agreement sets out the terms and conditions under which SITA will supply, and Customer agrees to obtain, the Services.

## 3 Structure of this Master Services Agreement

3.1 This Master Services Agreement is constituted of the following (whether attached or otherwise incorporated in this Master Services Agreement):

3.1.1 the General Terms;

3.1.2 the Service Schedule(s);

3.1.3 any Equipment Schedule;

3.1.4 any Maintenance and Support Schedule;

3.1.5 the Pricing Schedule; and

3.1.6 any Order(s) placed and

3.1.7 any appendices, exhibits or attachments to any of the above.

## **4 Service Period**

4.1 The Service Period of this Master Services Agreement will commence on June 6, 2019 and end June 5, 2024, unless terminated earlier in accordance with Clause 10, Termination.

## **5 Price**

5.1 SITA will invoice and Customer will pay the Price in accordance with Schedule five (5) Pricing, in this Master Services Agreement.

5.2 The Price is expressed in United States dollars (US\$).

5.3 Customer will pay the Price in the currency in which it is expressed, unless it is precluded to do so by law.

5.4 Customer agrees to pay each SITA invoice within thirty (30) days from the date of invoice.

5.5 If Customer does not pay any amount due under this Master Services Agreement on time, SITA may, without prejudice to any other right or remedy available to it:

5.5.1 charge an interest (calculated on a daily basis) in accordance with Florida law.

5.6 All sums payable to SITA under this Master Services Agreement shall become due immediately on its termination (unless for termination based upon SITA's breach), despite any other provision of this Master Services Agreement. This clause 5.6 is without prejudice to any right to claim for interest under the law, or any right under this Master Services Agreement.

5.7 Customer may not set off against any amount due for payment by Customer to SITA any amount owed by SITA to Customer, unless otherwise agreed in writing between SITA and Customer.

## **6 Taxes**

6.1 The Price does not include any Taxes, and Customer must pay (or reimburse SITA for the payment of) all Taxes arising in connection with the Equipment or this Master Services Agreement, unless otherwise exempt.

## **7 Confidentiality**

7.1 The Recipient will use Discloser's Confidential Information only for the purpose of exercising its rights or performing its obligations under this Master Services Agreement and will make no use of the Discloser's Confidential Information, in whole or in part, for any other purposes.

7.2 The Recipient may not disclose Discloser's Confidential Information to any person except:

7.2.1 to its Representatives, Affiliates or Representatives of its Affiliates, who have a legitimate need to know such information; or

7.2.2 with the consent of the Discloser (which may be given or withheld in its absolute discretion); or

7.2.3 if the Recipient is required to do so by law, regulatory authority or a stock exchange; or

7.2.4 if the Recipient is required to do so in connection with legal proceedings relating to this Master Services Agreement.

7.3 A Recipient disclosing Confidential Information to persons under clause 7.2.1 must advise such persons of this Master Services Agreement and direct them to treat Discloser's Confidential Information in accordance with the terms of this Master Services Agreement.

7.4 A Recipient disclosing Confidential Information in accordance with clause 7.2.3 must:



- 7.4.1 if it is practicable to do so, give the Discloser prompt written notice of such required disclosure in order to afford the Discloser an opportunity to seek a protective order or other legal remedy to prevent the disclosure;
  - 7.4.2 reasonably cooperate with the Discloser's efforts to secure such a protective order or other legal remedy to prevent the disclosure; and
  - 7.4.3 use reasonable efforts as allowed by law, if any, to resist disclosure until an appropriate protective order or other legal remedy to prevent the disclosure is obtained.
- 7.5 If, in the absence of a protective order or other legal remedy referred to in clause 7.4, the Recipient is legally required to disclose Discloser's Confidential Information, the Recipient may disclose such information without liability hereunder, provided that the disclosure is limited to only the Confidential Information specifically required to be disclosed.
- 7.6 Upon written request, to the extent consistent with law or professional obligation, the Recipient will return to the Discloser all Confidential Information in any form and any and all material or information derived from the Confidential Information, including any copies, except that one copy of the same may be retained for archival, professional, legal and evidence purposes only.
- 7.7 A party may not make press or other announcements or releases relating to this Master Services Agreement or any subject matter of this Master Services Agreement without the approval of the other party as to the form and manner of the announcement or release unless and to the extent that the announcement or release is required to be made by the party by law or by a stock exchange.
- 7.8 SITA may:
- 7.8.1 use or refer, in writing or otherwise, to the Customer (including its name) for reference purposes; and
  - 7.8.2 any approval by the Customer of SITA's use of the Customer's name pursuant to this clause 7.8 permits the continued use by SITA of that name in a manner that is substantially similar to the approved use unless the Customer withdraws its approval on written notice to SITA.

## 8 Limitation of Liability

- 8.1 Limitation on Liability of SITA to Customer for Other than Bodily Injury, Including Death and Damage to Tangible Property:
- 8.1.1 **Liability for Consequential Damages.** Except with respect to a claim, judgment, cost, or expense resulting, or allegedly resulting, from bodily injury, including death and damage to tangible property, in no event, whether based on contract, indemnity, warranty, tort, strict liability, or otherwise, shall SITA be liable to Customer for consequential damages such as the interest or carrying charges on investments, expenses arising from cost of capital, loss of profit or revenue, or loss of anticipated profit, arising, or alleged to have arisen, out of the performance of this Master Services Agreement by, or on behalf of, SITA.
  - 8.1.2 **Cumulative Liability.** Except with respect to a claim, judgment, cost, or expense resulting, or allegedly resulting, from bodily injury, including death and damage to tangible property, whether based on contract, indemnity, warranty, tort, strict liability, or otherwise, the maximum cumulative liability of SITA to Customer for damages arising, or alleged to have arisen, out of the performance of this Master Services Agreement by, or on behalf of, SITA shall be two (2) million dollars.

## 9 Force Majeure

- 9.1 If a party is unable to perform or is delayed in performing an obligation under this Master Services Agreement because of a Force Majeure Event, then:

- 9.1.1 that obligation is suspended but only so far and for so long as it is affected by the Force Majeure Event; and
- 9.1.2 the party affected by the Force Majeure Event will not be liable for delay or failure to perform any of its obligations in this Master Services Agreement.
- 9.2 If a Force Majeure Event occurs, the non-performing party must:
  - 9.2.1 promptly give the other party notice of the event and an estimate of the non-performance and delay;
  - 9.2.2 take all reasonable steps to overcome the effects of the event (but this does not require the settlement of industrial disputes or other claims on unreasonable terms); and
  - 9.2.3 resume compliance as soon as practicable after the event no longer affects the party.
- 9.3 Neither party will have the right to claim or receive damages for any delay or non-performance of obligations by the other party resulting from a Force Majeure Event.
- 9.4 If a delay or failure to perform any party's obligations due to a Force Majeure Event exceeds ninety (90) days, the party not affected by the Force Majeure Event may terminate this Master Services Agreement with notice to the other party.

## **10 Termination**

- 10.1 A party may immediately terminate this Master Services Agreement on notice to the other party if:
  - 10.1.1 the other party commits a material breach of this Master Services Agreement (or breaches a material provision of this Master Services Agreement) that is not capable of remedy;
  - 10.1.2 the other party commits a material breach of this Master Services Agreement (or breaches a material provision of this Master Services Agreement) and, if the breach is capable of remedy, the other party does not remedy the breach within thirty (30) days of its receipt of a notice from the first party requiring the other party to rectify that breach; or
  - 10.1.3 the other party is Insolvent.
- 10.2 Early Termination
 

Customer may request the termination of the Service (in whole or as to specific Service Module(s) only) without cause before the scheduled expiry of the Service Period, however, in such cases SITA will be entitled to invoice within thirty (30) days of the effective date of such termination the remaining subscription fees until the scheduled expiry of the Service Period.

## **11 Consequences of Termination**

- 11.1 On termination of this Master Services Agreement for any reason:
  - 11.1.1 SITA may suspend any further Services under the Master Services Agreement without liability to Customer;
  - 11.1.2 If any Equipment has been delivered but not paid for in full, any unpaid part of the Price relevant to the sale of such Equipment will become immediately due and payable to SITA notwithstanding any previous agreement or arrangement to the contrary;
  - 11.1.3 Upon, termination of any of the Services before the end of its Service Period for any reason, except due to SITA's default, SITA shall be entitled to charge Customer the Minimum Monthly Charge for the month in which Services was terminated. SITA shall not be entitled to any other reimbursement.
- 11.2 The following clauses will survive the termination of this Master Services Agreement (for any reason): clauses 1 (Definitions and Interpretation), 5 (Price), 6 (Taxes), 7 (Confidentiality), 8 (Limitation of Liability), 12 (Dispute Resolution) and 14 (General), as well as any other clause, which by its nature is intended to survive such termination.

## 12 Dispute Resolution

- 12.1 If a Dispute arises, then the Parties will use all reasonable endeavours to settle the dispute as quickly as possible.
- 12.2 Unless a party has complied with clauses 12.3 to 12.5, that party may not commence court proceedings or arbitration relating to the Dispute except where that party seeks urgent interim or interlocutory relief.
- 12.3 Any party claiming that a Dispute has arisen may give a written notice (**Dispute Notice**) to the other Party. The Dispute Notice must:
- 12.3.1 identify the Party's representative for negotiations relating to the Dispute, being a person with authority to settle the Dispute on behalf of that Party; and
  - 12.3.2 set out succinctly the issues the subject of the Dispute and, with relevant particulars, a description of the circumstances giving rise to the Dispute and the relief sought including, to the extent possible, the amount claimed.
- 12.4 The recipient of the Dispute Notice must within 14 days of receipt of the Dispute Notice reply in writing to the other party (**Reply**). The Reply must:
- 12.4.1 identify the recipient's representative for negotiations relating to the Dispute, being a person with authority to settle the Dispute on behalf of the recipient; and
  - 12.4.2 set out succinctly the recipient's response to the matters set out in the Dispute Notice and any additional matters the recipient considers relevant.
- 12.5 The representatives designated under clauses 12.3 and 12.4 will make whatever investigations each considers appropriate and, within thirty (30) days of receipt of the Reply, use their reasonable endeavours to resolve the dispute on a "without prejudice" basis.
- 12.6 Arbitration. If the Dispute is not resolved within the period of time specified in clause 12.5 then the Parties agree that each may seek to resolve the matter through litigation.

## 13 Notices

- 13.1 Unless expressly stated otherwise in this Master Services Agreement, all notices, certificates, consents, approvals, waivers and other communications in connection with this Master Services Agreement must be in writing, signed by the sender (if an individual) or an authorised officer of the sender and marked for the attention of the person identified in the Particulars or, if the recipient has notified otherwise, then marked for attention in the way last notified.
- 13.2 A communication must be:
- 13.2.1 left at the address set out in the Particulars;
  - 13.2.2 sent by prepaid ordinary post (airmail if appropriate) to the address set out in the Particulars; or
  - 13.2.3 sent by fax to the fax number set out in the Particulars.
- However, if the intended recipient has notified a changed postal address or changed fax number, then the communication must be to that address or number.
- 13.3 Notices shall not be deemed to be validly served if sent by e-mail.
- 13.4 A communication will take effect from the time it is received unless a later time is specified.
- 13.5 If sent by post, a communication is taken to be received three days after posting (or seven days after posting if sent to or from a different country).
- 13.6 If sent by fax, a communication is taken to be received at the time shown in the transmission report as the time that the whole fax was sent.

## 14 General

- 14.1 This Master Services Agreement and any Disputes or Claims arising out of or in connection with it or its subject matter or formation (including non-contractual Disputes or Claims) are governed by the law in force in the place specified in the Particulars.
- 14.2 The Parties hereby expressly exclude the application of the Hague Convention pertaining to a Uniform Law on International Sale of Goods, dated July 1st, 1964, as well as the United Nations Convention on Contracts for the International Sale of Goods, dated April 11, 1980.
- 14.3 Each party submits to the exclusive jurisdiction of the courts of the place referred to in clause 14.1. Subject to clause 12.2 only, each party waives any right it has to object to an action being brought in those courts including, without limitation, by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.
- 14.4 The Parties hereby expressly acknowledge and agree that, having taken independent legal advice, the provisions in clauses 7 have been negotiated and are in all respects fair and reasonable, and reflect a duly considered allocation of risk between the Parties.
- 14.5 A party must not assign, transfer or otherwise deal with any of its rights or obligations under this Master Services Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed). Despite the foregoing, SITA may novate this Master Services Agreement or assign its rights under this Master Services Agreement to a member of the SITA Group on notice to the Customer. In this instance, the Customer consents to such novation or assignment by SITA and agrees to execute all documents necessary to give effect to the assignment or novation by SITA referred to in the foregoing sentence.
- 14.6 If the whole or any part of a provision of this Master Services Agreement is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this Master Services Agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this Master Services Agreement or is contrary to public policy.
- 14.7 This Master Services Agreement constitutes the entire agreement between the Parties relating to its subject matter and supersedes all prior understandings, arrangements and agreements between the Parties in this respect.
- 14.8 This Master Services Agreement does not make a party an agent, joint venturer, partner or employee of the other party for any purpose or creates any agency or trust and no party has the power or authority, to bind the other party in any way.
- 14.9 A party may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless this Master Services Agreement expressly states otherwise. If a party does not exercise a right or remedy fully or at a given time, the party may still exercise it later.
- 14.10 Unless otherwise set out in this Master Services Agreement, the rights and remedies provided in this Master Services Agreement are in addition to other rights and remedies given by law independently of this Master Services Agreement and none of them will be in limitation of any other right or remedy.
- 14.11 Unless otherwise set out in this Master Services Agreement, a provision of this Master Services Agreement or a right created under it, may not be waived or varied except in writing, signed by the party or Parties to be bound. A waiver by either party of any of the terms or conditions of this Master Services Agreement will be not deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach of such term or condition.
- 14.12 No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Master Services Agreement or any part of it.
- 14.13 Each party agrees to pay its own legal and other costs and expenses in connection with the negotiation, preparation and execution of this Master Services Agreement.

- 14.14 This Master Services Agreement may be executed in counterparts. All counterparts, when taken together, will constitute one instrument.
- 14.15 This Master Services Agreement is executed in English. The binding language of this Master Services Agreement is English.

## **15 Extra Work and Changes in the Work**

Without invalidating the Master Services Agreement Customer may, at any time, order additions, deletions or revisions to the Services authorized and may purchase software upgrades, additional software modules and annual support only by written work order signed by Customer's Chief Executive Officer or designee and accepted in writing by SITA. Upon receipt and acceptance of a written Work Plan, SITA will proceed with the Services involved. All such Services will be executed under the applicable conditions of this Master Services Agreement. No Services in addition to that contemplated by this Master Services Agreement will be paid for unless authorized by written Work Plan prior to the performance of such Work. Any such changes will not exceed the total not-to-exceed amount of this Master Services Agreement approved by the Customer's Board of Directors.

## **16 Customer Approvals**

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

## **17 Compliance with Chapter 119, Florida Statutes Public Records Law**

**IF SITA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SITA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MASTER SERVICES 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.**

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

- 17.1 Keep and maintain public records required by Customer in order to perform the Services contemplated by this Master Services Agreement.
- 17.2 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.
- 17.3 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 Master Services Agreement term and following completion of this Master Services Agreement.
- 17.4 Upon completion of this Master Services Agreement, keep and maintain public records required by Customer to perform the Services. SITA 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.

## **18 Security Badging**

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

For each Badge that is lost, stolen, unaccounted for, or not returned to Customer at the time of Badge expiration, employee termination, termination of this Master Services Agreement, or upon written request by Customer, SITA will be assessed a liquidated damage fee, not as a penalty but as liquidation of a reasonable portion of damages that will be incurred by Customer by failure of SITA to notify Customer of each Badge that is lost, stolen, unaccounted for, or not returned to Customer. This liquidated damage fee will be paid by SITA within ten (10) days from the date of invoice. The liquidated damage fee is subject to change without notice, and SITA will be responsible for paying any increase in the liquidated damage fee. It is mutually agreed between the Parties that the assessment of the liquidated damage fee is reasonable. The Parties agree that the liquidated damages described in this paragraph are solely for the administrative burden of failure to return the Badge.

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

## **19 Prohibition Against Contracting With Scrutinized Companies**

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

This Master Services Agreement will be terminated in accordance with Florida Statute Section 287.135 if it is found that SITA 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.

## **20 Right to Amend**

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

## **21 Americans With Disabilities Act**

SITA 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 Customer concerning the same subject matter.

## **22 FAA Approval**

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

## **23 Severability**

If any provision in this Master Services Agreement is held by a court of competent jurisdiction to be invalid, the validity of the other provisions of this Master Services Agreement which are severable shall be unaffected.

## **24 Complete Agreement**

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

## **25 Organization And Customer To Enter Into Contract**

The undersigned representative of SITA hereby warrants and certifies to Customer that SITA 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 the organization to the terms of this Master Services Agreement by his or her signature thereto and neither SITA, its officers or any holders of more than five percent (5%) of the voting stock of SITA have been found in violation of Florida Statute Section 287.133, concerning Criminal Activity on Contracts with Public Entities.

## **26 Invoices**

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

## **27 Payment Method**

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

## **28 Payment When Services Are Terminated at the Convenience of Customer**

28.1 In the event of termination of this Master Services Agreement for the convenience of Customer, Customer will compensate SITA as listed below; however, in no event shall SITA be entitled to any damages or remedies for wrongful termination.

28.1.1 All work performed prior to the effective date of termination; and

28.1.2 Expenses incurred by SITA in effecting the termination of this Master Services Agreement as approved in advance by Customer.

## **29 Prompt Payment**

SITA 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 SITA to pay any of its subcontractor(s) accordingly will be a material breach of this Master Services Agreement.

## **30 Accounting Records and Audit Requirements**

### **30.1 Books and Records**

In connection with payments to SITA under this Master Services Agreement, it is agreed SITA 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). SITA will maintain such books and records for five years after the end of the Term of this Master Services Agreement. Records include, but are not limited to, books, documents, papers, and records of SITA directly pertinent to this Master Services Agreement. SITA will not destroy any records related to this Master Services Agreement without the express written permission of Customer.

### **30.2 Financial Reports**

SITA will submit all financial reports required by Customer, in the form and within the time period required by Customer.

### **30.3 Customer Right to Perform Audits, Inspections, or Attestation Engagements**

At any time or times during the Term of this Master Services Agreement or within three (3) years after the end of this Master Services Agreement, Customer, or its duly authorized representative, will be permitted to initiate and perform audits, inspections or attestation engagements over SITA's records for the purpose of determining payment eligibility under this Master Services Agreement or over selected operations performed by SITA under this Master Services Agreement for the purpose of determining compliance with this Master Services Agreement.

Free and unrestricted access will be granted to all of SITA's records directly pertinent to this Master Services Agreement or any work order, as well as records of parent, affiliate and subsidiary companies and any subconsultants or subcontractors, to the extent those relate to the services provided to Customer. If the records are kept at locations other than the Airport, SITA 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, SITA may transport Customer team to SITA headquarters for purposes of undertaking said engagement. In such event, SITA will pay reasonable costs of transportation, food and lodging for Customer team. In the event SITA maintains its accounting or Master Services Agreement information in electronic format, upon request by Customer auditors, SITA 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 SITA's employees, subconsultants, and subcontractors, and to make photocopies of records as needed.

SITA 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 assess liquidated damages in the amount of one hundred dollars (\$100.00) per day, for each requested record not received. Such damages may be assessed beginning on the eighth (8<sup>th</sup>) day following the date the request was made. Accrual of such fee will continue until specific performance is accomplished.

If as a result of any engagement, it is determined that SITA has overcharged Customer, SITA 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 SITA has overcharged Customer by more than three percent for the period under consideration, SITA will also pay for the entire cost of the engagement.

SITA 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 Master Services Agreement.

## **31 INSURANCE**

### **31.1 Insurance**

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

### **31.2 Required Coverage – Minimum Limits**

#### **31.2.1 Commercial General Liability Insurance**

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

	Master Services Agreement Specific
Each Occurrence	\$1,000,000
Personal and Advertising Injury Each Occurrence	\$1,000,000
Products and Completed Operations Aggregate	\$1,000,000

#### **31.2.2 Workers' Compensation and Employer's Liability Insurance**

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

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

### 31.2.3 Business Automobile Liability Insurance

Coverage will be provided for all owned, hired and non-owned vehicles. Coverage shall be provided on a form no more restrictive than ISO Form CA 00 01.

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Master Services Agreement will be:

Each Occurrence – Bodily Injury and Property Damage combined	\$1,000,000
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### 31.2.4 Professional Liability Insurance

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

Each Occurrence	\$2,000,000
Annual Aggregate	\$5,000,000

### 31.2.5 Cyber Liability & Data Storage

SITA shall purchase and maintain, throughout the life of this Master Services 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.

### 31.2.6 Waiver of Subrogation

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

## 31.3 Conditions of Acceptance

The insurance maintained by SITA must conform at all times with the Customer’s Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time,

and is posted on the Customer website at [www.TampaAirport.com](http://www.TampaAirport.com) > Learn about TPA > Airport Business > Procurement > Additional Supplier Resources – Contractual Insurance Terms and Conditions.

## 32 Non-Discrimination

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

- 32.1 SITA will comply with the regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Master Services Agreement.
- 32.2 Civil Rights. SITA, with regard to the work performed by it under this Master Services 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. SITA will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Master Services Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of this Master Services Agreement, SITA, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:
- 32.2.1 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 32.2.2 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- 32.2.3 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 32.2.4 Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- 32.2.5 The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- 32.2.6 Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 32.2.7 The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- 32.2.8 Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- 32.2.9 The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- 32.2.10 Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-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;
- 32.2.11 Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, SITA must take reasonable steps to ensure that LEP persons have meaningful access to SITA's programs (70 Fed. Reg. at 74087 to 74100); and
- 32.2.12 Title IX of the Education Amendments of 1972, as amended, which prohibits SITA from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- 32.3 In all solicitations either by competitive bidding or negotiation made by SITA 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 SITA of SITA's obligations under this Master Services Agreement and the Regulations relative to non-discrimination on the grounds of race, color or national origin.
- 32.4 SITA 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 SITA is in the exclusive possession of another who fails or refuses to furnish this information, SITA will so certify to Customer or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 32.5 In the event of SITA's non-compliance with the non-discrimination provisions of this Master Services 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 SITA under this Master Services Agreement until SITA complies, and/or cancellation, termination or suspension of this Master Services Agreement, in whole or in part.
- 32.6 SITA will include the provisions of Paragraphs 32.1 through 32.5 in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued thereto. SITA 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 SITA becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, SITA may request Customer to enter into such litigation to protect the interests of Customer and, in addition, SITA may request the United States to enter into such litigation to protect the interests of the United States.
- 32.7 SITA assures that, in the performance of its obligations under this Master Services 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 SITA, 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. SITA, if required by such requirements, will provide assurances to Customer that SITA will undertake an affirmative action program and will require the same of its subconsultants.

### **33 Compliance With Laws, Regulations, Ordinances, Rules**

SITA, its officers, employees, agents, subcontractors, or those under its control, will at all times comply with applicable federal, state, and local laws and regulations, Customer Rules and Regulations, Policies, Standard Procedures, and Operating Directives as are now or may hereinafter be prescribed by Customer, 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 Customer 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 operation of Airport. SITA, its officers, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of SITA or Customer by the Federal Government including but not limited to FAA or TSA. If Customer, its officers, employees, agents, subcontractors or those under its control will fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against Customer, then, in addition to any other remedies available to Customer, SITA will be responsible and will reimburse Customer in the full amount of any such monetary penalty or other damages. This amount must be paid by SITA within 15 days from the date of written notice.

### **34 Agent for Service of Process**

It is expressly agreed and understood that if SITA 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 SITA 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 Customer arising out of or based upon this Master Services 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 SITA does not have a duly noted resident agent for service of process, as an alternative method of service of process, SITA 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 SITA at the address set out hereinafter in this Master Services Agreement or in the event of a foreign address, deliver by Federal Express and that such service will constitute valid service upon SITA as of the date of mailing and SITA will have thirty (30) days from date of mailing to respond thereto. It is further expressly understood that SITA hereby agrees to the process so served, submits to the jurisdiction of the state or federal courts located in Hillsborough County, Florida, and waives any and all obligation and protest thereto, any laws to the contrary notwithstanding.

# Schedule 1– Service Schedule for AirportVision

Version 091018

## 1 Definitions

The following words have these meanings in this Schedule:

**FIDS** means Flight Information Display System

**LAN** means local area network.

**Service** means the service described in paragraph 2 of this Schedule.

**Specification** means the current version of SITA's detailed description for the Service.

**VPN** means virtual private network.

## 2 Service Description

### 2.1 Service Overview

2.1.1 AirportVision (**Service**) is an airport flight information display system (**System**), distributing information in multiple formats to multiple display devices at the airport and remotely (for example, on the airport's web-site, etc.).

2.1.2 The Service is primarily a System at the airport, but will also allow Customer to do the following:

- (a) display real-time flight information on the airport's web site;
- (b) deliver signage and operational information at check-in desks, boarding gates and baggage carousels at the airport; and
- (c) distribute government, tourist, promotional and advertising information at the airport.

2.1.3 The Service consists of standard features set out in paragraph 2.2 of this Schedule and optional features, available on request by Customer, set out in paragraph 2.3 of this Schedule.

### 2.2 Standard Features

2.2.1 The Service Modules to be delivered to Customer are marked on Appendix 1 – Service Particulars of this Schedule.

2.2.2 The Service includes the following core modules and capabilities:

- (a) AirportVision-Display

This is a core web-based application, allowing Customer to manage and display flight schedules to keep passengers informed of their flights' status, as well as to provide information for operations personnel, if required. The application is accessed and administered through an Internet Explorer browser.

- (b) AirportVision-Visual Messaging

Customer can create and display visual messages on any screen in the System, which has been designated to receive such messages. The messages can be placed anywhere on the template that is used (for example, on the bottom as a marquee, or on the entire screen as a dedicated display, or on half a screen). This feature allows Customer to create and display all types of messages, define message types and create canned messages.

2.2.3 The Service supports multiple languages in different character sets, fonts, sizes and color. Multimedia, full motion video and sound are also supported.

2.2.4 The Service includes twenty-four (24) hours remote Service support by SITA via a VPN connection.

## 2.3 **Optional Features**

### 2.3.1 AirportVision-Connect

This module is based on MS Message Queue and gives the ability to interface the System to any outside data source or third-party supplied system.

### 2.3.2 AirportVision-Design

This module allows various screen layouts to be created and used. Customer Users can choose from various pre-set design templates. Authorized Customer Users can modify existing templates or create new templates. With this module Customer Users can also preview created pages using live data.

### 2.3.3 AirportVision-Sign View

This module drives LED signs with a serial protocol or displays that are being video split. All previously built drivers are available to Customers, but new drivers will need to be quoted separately to accommodate software development.

### 2.3.4 AirportVision-High Availability

This module allows the Service to transfer functionality to standby server in the event a component exceeds a set threshold or fails completely, providing seamless continuity.

### 2.3.5 AirportVision-Media Manager

This module utilizes templates that have been created for the purpose of advertising and can enable Customer to embed digital media into information display screens for the purpose of generating revenue via advertizing, promoting local attractions via public service announcement, or notifying passengers of airport services via internal promotions. This module also tracks impressions (time/date stamps of each unique play) for billing or other auditing purposes.

### 2.3.6 AirportVision-Announce

This module allows Customer to assign emergency messages from the System. Visual messages reserved for emergency purposes (such as weather or security alerts) can remain dormant until the airport information display system is placed in emergency mode and can be scheduled by airport zone (all zones or selected zones).

### 2.3.7 AirportVision-AM

This module allows the broadcast of delayed and cancelled flight information on AM radio frequency in a 3 - 5-mile radius around the airport.

### 2.3.8 AirportVision-2Web

This module provides integration of the System data to the airport's web site.

2.4 A detailed description of the Service is contained in the Specification, a copy of which is available on request.

## **3 Service Particulars**

3.1 The SITA Standard AirportVision Template is provided as part of the Service. Should the Customer require a different AirportVision Template to be developed by SITA, this will be undertaken as a Change Request to be delivered by SITA on a Time and Materials basis.

3.2 Any AirportVision training provided as part of this Master Services Agreement will be done on a "Train the Trainer" basis and will be delivered in one central location only. End User training will be performed by the Customer SuperUser trainers.

3.3 Standard Customer User Acceptance Testing tests will be run once centrally by SITA and documented. Any local Customer User Acceptance Testing required will be performed with a view to avoiding duplication of the efforts already engaged at global level.

3.4 The optional modules of the Service, which SITA will provide to Customer are set out in Appendix 1 to this Schedule.

#### **4 Service Dependencies**

4.1 In order to enable implementation and/or use of this Service,

4.1.1 Customer will provide and maintain:

- (a) LAN, including support and security, if LAN is not provided by SITA;
- (b) A server utilising Microsoft Windows 2016 Server and Microsoft SQL Server 2016 (or newer versions recommended by SITA); and
- (c) A VPN connection and access credentials for remote Service support by SITA.

4.1.2 Customer will provide and SITA will maintain:

- (a) New or replacement DDC's and displays to exchange for defectives;
- (b) Workstation(s) running Microsoft Windows 2007 (or newer version recommended by SITA) and Internet Explorer;]

#### **5 Service Conditions**

##### **5.1 Operational Improvement and Security**

5.1.1 SITA and the Customer agree that all source data received by the Service from any source may be anonymized and aggregated by SITA to provide analytics for service improvement. This provision is subject to all other parts of the Agreement, and SITA shall at all times comply with its obligations under the Agreement and under all applicable laws and follow best practices for research.

##### **5.2 End-of-Life (EOL) Policy**

5.2.1 The SITA Managed Services EOL Policy applies to the Service. This policy is available upon request from SITA.



## Appendix 1 – Service Particulars

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Optional modules of the Service provided to Customer (if any)

- |                                     |                                 |
|-------------------------------------|---------------------------------|
| <input checked="" type="checkbox"/> | AirportVision-Connect           |
| <input checked="" type="checkbox"/> | AirportVision-Design            |
| <input checked="" type="checkbox"/> | AirportVision-Sign View         |
| <input checked="" type="checkbox"/> | AirportVision-High Availability |
| <input checked="" type="checkbox"/> | AirportVision-Media Manager     |
| <input type="checkbox"/>            | AirportVision-Announce          |
| <input type="checkbox"/>            | AirportVision-AM                |
| <input checked="" type="checkbox"/> | AirportVision-2Web              |
-

# Schedule 2 – Service Schedule for Day of Operations (DOO) - iValidate

Version 050713

## 1 Definitions

The following words have these meanings in this Schedule:

**AMD** means archway metal detector.

**AMS** means Airport Management System

**AODB** means airport operations database.

**BI** means business intelligence

**BCBP** means bar coded boarding pass.

**DOO** means Day of Operations

**DCS** means departure control system.

**FIDS** means flight information display system.

**HHT** means handheld terminal.

**IATA** means the International Air Transport Association.

**KPI** means key performance indicator

**MSMQ** means Microsoft message queue

**PFM** means passenger flow monitoring.

**RTS** means real time statistics.

**Service** means the service described in paragraph 2 of this Schedule.

**Service Module** means the Service modules, which can be provided to Customer, referred to in paragraph 2.2 of this Schedule.

**SNMP** means simple network management protocol

**SOAP** means simple object access protocol

**UAT** user acceptance test.

**XML** means extensible mark-up language.

## 2 Service Description

### 2.1 Service Overview

Day of Operations (**Service**) provides AirportPulse, an airport intelligence portal, for a single point of access to a variety of products and services, focused on providing end-to-end situational awareness across the airport. AirportPulse and its Service Modules include the follow:

### 2.2 Service Modules

2.2.1 The Service Modules to be delivered to Customer are marked on Appendix 1 – Service Particulars of this Schedule.

2.2.2 Customer can subscribe to one or more of the following Service Modules:

(a) **Airport iValidate**

Focuses on Bar Coded Boarding Pass (**BCBP**) validation, which includes the following options:

- (i) display of mobile BCBPs to an airport security officer for visual validation against the passenger's identification (e.g. passport);
- (ii) checking for duplicate boarding passes;
- (iii) validation against flight information obtained from an automated interface with an AODB (Airport Operations Data Base), or FIDS (Flight Information Display System), via the ADIX standard;
- (iv) validation against airline DCS' (Departure Control System) using the IATA BCBP XML standard;
- (v) at Security checkpoints, iValidate supports the following options:
  - security officer manned workstations, which include a display and BCBP scanner
  - security officer manned handheld terminals (HHTs) with a built-in bar code scanner, and
  - self-service automated gates.
- (vi) Additional options requested by Customer through Work Plan process.

### **3 Service Particulars**

- 3.1 The specific Service Modules, which SITA will provide to Customer, including any optional features of those, selected by Customer, are set out in Appendix 1 to this Schedule.
- 3.2 Details of the Customer's Service co-ordinator and billing address may also be set out in Appendix 1 to this Schedule.

### **4 Service Dependencies**

- 4.1 In order to enable implementation and/or use of this Service, Customer should:
  - 4.1.1 if so requested by SITA, provide all technical data, including protocol specifications and functional specifications essential to the provision of hardware or software appropriate to the Service;
  - 4.1.2 facilitate connection of the Service, if applicable, to its own computer systems and evaluation of such specific difficulties as may arise; and
  - 4.1.3 where provision of the Service requires it to create or contribute to a database in the SITA system, load into and maintain current and accurate in the database all information as required.

### **5 Service Conditions**

#### **5.1 Initial On-site Training**

- 5.1.1 If requested by Customer, SITA may agree to provide initial on-site training at any premises, at the rates indicated in the Pricing Schedule, or if nothing is indicated therein, at SITA's then current rates. Unless anything else is specified in the Pricing Schedule, Customer will also pay for the reasonable travel, subsistence and other expenses of SITA's trainers related to the provision of such initial training.

#### **5.2 Modification of Service**

- 5.2.1 The Parties acknowledge that from time to time it may be desirable to make changes to the Service. The Parties shall use the forum and terms of reference of any user group set up in respect of the Service, in proposing and effecting such changes. No such modification or change shall be implemented unless the investments and operational costs occasioned thereby, are covered by additional guaranteed revenues.
- 5.2.2 SITA may at any time and with prior notice to Customer make modification to the Service which do not adversely affect the performance or the cost of the Service to Customer.

### 5.3 **Customer Equipment**

No provision of the Solution Line Terms imposing any certification requirements or restrictions on the equipment which can be used by the Customer to access or use the Service (or any related Software) will apply to this Service.

## Appendix 1 – Service Particulars

1 Servicer Modules to be delivered to Customer

Service Module	Type (if applicable)
(tick as many boxes as applicable, by double-clicking on them)	
<input checked="" type="checkbox"/> Airport iValidate	
	<input checked="" type="checkbox"/> Display of mobile BCBPs for ID validation
	<input checked="" type="checkbox"/> Duplicate boarding pass check
	<input checked="" type="checkbox"/> Validation against flight information (automated FIDS option)
	<input type="checkbox"/> Validation against airline DCS
	<input type="checkbox"/> Manned workstation client support
	<input type="checkbox"/> Manned HHT client support
	<input checked="" type="checkbox"/> Self-service automated gate client support

2 Customer's Service co-ordinator (*optional information, recommended for convenient delivery of non-legal documentation such as specifications, and other information exchanged in the running of the Service*):

Attention:

Address:

SITA Teletype Address:

Phone No:

Fax No:

E-mail Address:

3 Customer's billing address (*optional information*):

Attention:

Address:

Fax No:

Phone No:

E-mail Address:

## Schedule 3 – Customer Owned Equipment

Description	Quantity
<b>Airport Vision Software</b>	
APV 7.2 Modules	1
- DDCGen	
- Design	
- Connect	
- Monitor	
- Video Drivers	
- Tugman	
Service Desk Support	
Semi- annual PM's	
Weather Data Feed	1
FlightView Destination Map	1
FlightView Flight in Sight Maps	1
FlightView AirTraffic Live	1
FlightView Dispatch	1
APC Kiosk	1
iValidate	1
DDC View - 1	141
DDC View - 2	4
DDC View - 3	4
DDC View - 4	17
DDC View - 6	9
DDC View - 8	0

Description	Quantity
<b>Airport Vision Hardware</b>	
32" LCD Displays	16
40" LCD Displays	122
43" LCD Displays	62
46" LCD Displays	319
55" LCD Displays	54
DDCs	41
NUCS DDCs	137
Cell Lot Signs	8
Lantronix UDS1100 Print Servers	8
Tugmans	19

# Schedule 4 – Maintenance and Support Schedule

Version 120612

## 1 Definitions

The following words have these meanings in this Schedule:

**Change** means modification(s) to a Service that may require a change to the Master Services Agreement.

**Change Request** means a request for modification(s) to a Service that may require a change to the Master Services Agreement.

**IMACD** means an install, move, add, change or delete request with respect to equipment.

**LAN** means local area network, a computer network that spans a relatively small area.

**Onsite Resolver Group** means the local engineers or technicians who handle Problem determination and the resolution of Incidents that require physical intervention.

**Operational Consumables** means all consumable items necessary for the operation of equipment such as paper, thermal print heads, print ribbons and cartridges required to operate the equipment that can be installed by a trained Customer User.

**Planned Changes** means changes to equipment or a Service that are scheduled in advance.

**Preventive Maintenance** means the scheduled cleaning and adjustment of equipment and component parts to maintain reliability and availability.

**Problem** means the common cause of multiple Incidents occurring at one time or persisting over a period of time or a single major Incident for which the cause is unknown.

**Problem Management** means the investigation and resolution of a Problem that has caused (or may be expected to cause) a major Incident or a number of smaller Incidents.

**Resolver Group** means one of a number of specialist teams, within SITA or contracted to SITA, that may be assigned work in order to resolve an Incident or to investigate a Problem.

**Restoration of Service Time** means the period between the time of issue by the SITA Service Desk to Customer of an Incident Record and the time at which the Service is restored to an operational level by SITA.

**Service Requests** means Customer requests for additional services (other than for resolution of Incidents).

**Unplanned Changes** means changes to equipment or a Service that need to be made immediately to resolve operational problems.

**Workstation** means the PC hardware and software, including the operating system, with associated peripherals and peripheral firmware, configured for use by a Customer User.

## 2 Applicability of Schedule

2.1 This Schedule applies to the following Service(s):

2.1.1 AirportVision / iValidate

## 3 Maintenance and Support - Elements

3.1 In relation to this Service, SITA will provide to Customer maintenance and support services, comprising the following elements:

3.1.1 Level 1 Support – Service support through the SITA Service Desk, which provides:

- (a) Software incident management resolution;
- (b) Hardware incident management;

- (c) event management;
  - (d) escalation management;
  - (e) Problem Management;
  - (f) SITA Change management; and
  - (g) IMACD management.
- 3.1.2 Hardware support covering:
- (a) Labor and materials necessary to repair/replace customer provided equipment;
  - (b) Preventive Maintenance; and
  - (c) Spare Parts Maintenance.
- 3.1.3 Level 2 Support – Service support through the SITA Command Center.
- 3.1.4 Level 3 Support – Service support through the SITA Development and Certification team.

## **4 Level 1 Support - SITA Service Desk**

### **4.1 The SITA Service Desk will:**

- 4.1.1 be the owner of Incidents, responsible for ensuring that all Incidents are recorded and managed to successful resolution;
- 4.1.2 will provide resources to deal with Customer impacting issues and to properly refer Customer's Change Requests;
- 4.1.3 monitor the timely handling of the Incident by each assigned Resolver Group initiating escalation actions as required; and
- 4.1.4 provide services in English.

### **4.2 Incident Management**

- 4.2.1 Incident Management is triggered in two ways:
  - (a) by Customer or site support staff reporting the Incident to the SITA Service Desk; or
  - (b) by an actionable event being observed as part of a remote management services.
- 4.2.2 The SITA Service Desk will perform the following actions for reported Incidents:
  - (a) log and categorize reported Incidents;
  - (b) track the Incident through to resolution;
  - (c) provide status updates to Customer;
  - (d) engage appropriate Incident resolution resources;
  - (e) escalate to appropriate Resolver Groups and levels of support;
  - (f) dispatch the Onsite Resolver Group where applicable;
  - (g) identify known errors and repetitive Incidents, providing a work-around where applicable;
  - (h) follow-up for status on actions taken by support groups outside of SITA;
  - (i) verify closure with Customer and where applicable obtain Customer concurrence for Incident closure;
  - (j) respond to Customer User queries regarding Incidents;
  - (k) initiate Customer communications during critical situations;
  - (l) initiate escalation procedures for critical situations; and
  - (m) close the Incident Record and document the Incident resolution.



### 4.3 Incident Resolution

- 4.3.1 SITA shall perform the following on-site activities when required to resolve Incidents or to resolve or avoid Problems:
- (a) investigate and diagnose the cause of Incidents and Problems;
  - (b) take appropriate actions to resolve Incidents and Problems;
  - (c) apply emergency software patches and updates when required;
  - (d) update configuration information when required; and
  - (e) ensure that other related activities are reported and recorded by the SITA Service Desk.
- 4.3.2 Upon the detection of an actionable event, or notification of an Incident to the SITA Service Desk, remote management tools may be used to investigate and resolve the Incident.
- (a) SITA to provide two-hour response time for critical failures and four-hour response for all non-critical failures 24/7/365;
  - (b) SITA to make repairs to the system as soon as possible but not later than eight hours for items in stock;
- 4.3.3 When appropriate, SITA may use remote management tools to address Customer's service needs.
- 4.3.4 SITA will:
- (a) define a security policy and procedures for remote management access;
  - (b) obtain Customer's permission to perform a remote Workstation takeover, if required; and
  - (c) establish a schedule for remote management adjustments to be made and advise Customer if requested.

### 4.4 Event Management

- 4.4.1 The SITA Service Desk will also act in operational synergy with the SITA Proactive Surveillance Management (PSM) team. The SITA PSM team operates the event management process and detects any deviations from the normal state of a Service. Events are typically notified by an alert which is then made known to staff by a screen alert and/or audible alert. Events are provided by monitoring and control systems which are based around two types of tools:
- (a) active monitoring tools to determine the status and availability of a configuration item (for example warning that disk capacity is nearing a pre-set limit);
  - (b) passive monitoring tools that alert when an operational situation has occurred (for example, a fire alarm).
- 4.4.2 In general, event management will be used for the following Service management aspects:
- (a) hardware status, performance and utilization;
  - (b) environmental conditions;
  - (c) Software utilization and monitoring;
  - (d) security intrusion detection; and
  - (e) application performance.

#### 4.5 **Escalation Management**

- 4.5.1 Should an Incident not be resolved within the pre-determined period as described in section 4.3.2, the SITA Service Desk shall provide status updates to Customer in accordance with agreed procedures.
- 4.5.2 The SITA Service Desk may trigger escalation procedures when an Incident resolution time is in danger of exceeding the threshold as described in section 4.3.2.
- 4.5.3 The objectives of the escalation procedures are to ensure that:
  - (a) an Incident is rectified as quickly as possible;
  - (b) all measures are taken to minimize any disruption to Customer's operations;
  - (c) if an Incident cannot be resolved within pre-determined periods, affected Customer Users are notified of the Incident and the progress of its resolution;
  - (d) appropriate and progressively more senior, SITA staffs are made aware of the Incident and the actions being taken for resolution; and
  - (e) appropriate resources are deployed as necessary to assist the resolution effort.

#### 4.6 **Problem Management**

- 4.6.1 SITA will provide Problem Management to identify, remove the cause and minimize the impact of repeated Incidents and Problems on Customer's business.
- 4.6.2 Problem Management will work to identify the root cause of the Problem, initiate corrective actions and resolve the Problem.

#### 4.7 **Change Management**

- 4.7.1 SITA will provide a Change management service, to advise Customer of Changes proposed by SITA and to ensure appropriate action to support Change Requests submitted by Customer.
- 4.7.2 SITA will manage Change Requests through the Customer's account manager or the local operations Service manager.

#### 4.8 **IMACDs Management**

- 4.8.1 SITA's IMACD management service covers the onsite support and central coordination of Change activities that require physical intervention on the Equipment and/or any Customer equipment which SITA has agreed to support (as set out in Appendix 1).
- 4.8.2 When formally requested by Customer, SITA shall support IMACD activities by providing services to effect the:
  - (a) addition of equipment;
  - (b) move of equipment;
  - (c) change to the configuration of equipment; and
  - (d) decommissioning of equipment.
- 4.8.3 The IMACD management service includes, where necessary, or as requested by Customer:
  - (a) data backup and migration;
  - (b) data restoration;
  - (c) data move from one machine to another;
  - (d) emergency software loads; and/or
  - (e) Customer User orientation (15 minutes or less) after an IMACD.

## 5 Hardware Maintenance

- 5.1 SITA will provide on-site and off-site services to maintain in working order the Equipment and any Customer equipment which SITA has agreed to support (as set out in Appendix 1).
- 5.2 The Hardware maintenance includes:
  - 5.2.1 repairing defective equipment;
  - 5.2.2 replacing defective equipment using Customer-provided spare units if necessary;
  - 5.2.3 monitoring spares movements and managing spares inventory;
  - 5.2.4 shipping defective items of equipment, that cannot reasonably be repaired locally, to an appropriate equipment depot Resolver Group and receiving repaired devices from the equipment depot Resolver Group and returning them to stock;
  - 5.2.5 recording and updating the detail and status of the maintenance and support provided in the resolution of Incidents through to resolution; and
  - 5.2.6 Preventive Maintenance as described below.
- 5.3 Hardware Exclusions
  - 5.3.1 Equipment Damage – Extraordinary damage to hardware components in the FIDS system is excluded from this service coverage. Extraordinary hardware damage includes:
    - (a) Failures resulting from power surges/spikes;
    - (b) water damage from spills, leaks, or floods;
    - (c) wind, fire, vandalism, or theft; and
    - (d) all other Acts of God.
  - 5.3.2 Damaged Cabling – Equipment outages due to cut or broken cabling that support the FIDS devices are excluded from this service coverage. Equipment diagnosis will be performed to identify cabling as the cause of the outage, but remedial action is out of scope.
  - 5.3.3 Obsolete Hardware and Components – Entire FIDS devices or related repair parts that are deemed obsolete by the OEM are out of scope of this Agreement. SITA will provide Customer a sixty (60) day written notice of any equipment deemed obsolete by the manufacturer.
  - 5.3.4 Consumable System Components – Consumable system components are excluded from this service coverage. Examples of consumable system components light/bulb sources in displays. This Agreement excludes repair of burned-in images in display device screens and replacement of LCD glass in signs due to normal wear and/or fading due to routine exposure to sunlight.
  - 5.3.5 Out of Scope Work – Out of Scope Work includes, but is not limited to the following:
    - (a) Adds, Moves or Changes ordered by Customer;
    - (b) replacement equipment (Whole Units);
    - (c) project/work order work ordered by Customer;
    - (d) server and DDC operating system patches and upgrades; and
    - (e) ordering and replenishing spares stock as required to maintain an adequate level of spares in a secure location.
  - 5.3.6 Pricing of Excluded Work – SITA will accept work directed by Customer that is excluded or Out-of-Scope from this Agreement. All work directed by Customer out of the scope of this agreement will be handled through a quotation from the SITA Sales Account Representative.

## 5.4 Preventive Maintenance

5.4.1 Preventive Maintenance will be scheduled to be carried out when the equipment is not normally in operational use, in order not to impact upon operations.

5.4.2 SITA will:

- (a) Execute Preventative Maintenance in accordance with the manufacturer's instructions, twice a year, and in a scheduled time frame agreed with the Customer; and
- (b) periodically clean the equipment.

## 5.5 Maintenance Spare Parts

5.5.1 Spare parts will be maintained by SITA to accelerate the repair and restoration of the system to operation. Whole units will be swapped out that are failed with spare units and returned to the service depot for analysis and component repair. Once operable, the unit will be returned to the spare parts inventory.

5.5.2 Whole Unit Spares

- (a) Maintenance Spare Parts – Customer will provide whole unit spares for key devices at each site. The spares inventory will be maintained by SITA in a location provided by Customer and utilized in the on- going maintenance of the FIDS system.
- (b) Spares Deployment – Whole unit spares will be used to restore device outages to operation, where appropriate. The failed device will be sent to the repair depot for restoration by SITA. Once repaired and function tested, the unit will be returned to the site spare inventory for management by SITA.
- (c) Spares Ownership – Customer will own and be responsible for all whole unit device spares. SITA will manage this inventory under this agreement and will report the status of the spare inventory to Customer on a periodic basis.

5.5.3 Component Spares

- (a) Maintenance Spares – Components – SITA will provide component spares that are required to maintain the FIDS devices covered under this Agreement. The spares inventory will be maintained by SITA and utilized in the on-going maintenance of the FIDS system.
- (b) Spares Ownership – SITA will own and be responsible for all component spares. SITA will manage this component inventory under this agreement.

## 6 Level 2 Support - The SITA Command Center

6.1 Monitoring and fault management will be provided by SITA Command Center (SCC) including all remote activities such as trouble shooting, diagnostic, restoration and other remedial activities required in order to restore a Service application to a full operational mode. Level 2 Support will also include Software administration and distribution of:

6.1.1 platform software updates; and

6.1.2 launch application updates.

6.2 The SITA SCC will:

6.2.1 perform Incident resolution or identifies Problems where root cause is unknown;

6.2.2 notify the SITA Service Desk when onsite technicians need to be dispatched for hardware break/fix;

6.2.3 escalate to SITA Airport Operations team (the Problem management team);

6.2.4 perform workarounds identified by the Problem management team for Incident resolution;

6.2.5 identify changes to infrastructure required for Incident resolution;

- 6.2.6 notify SITA's Application Management team(s) of any hardware change that may impact the applications running on that hardware;
- 6.2.7 receive global work order notification when new release is available;
- 6.2.8 perform System change to deploy new software release; and
- 6.2.9 notify SITA Service Desk upon completion of any Change or resolution of any Incident.

## **7 Level 3 Support - Development and Certification Team**

- 7.1 SITA's Level 3 Support owns the following responsibilities:
  - 7.1.1 receives requests for Incident and Problem management support via Level 2 Support teams;
  - 7.1.2 performs root cause analysis to identify bugs or requirements for code change;
  - 7.1.3 engages SITA's Development Team to fix bugs or apply code changes in next Service application release;
  - 7.1.4 notifies SITA's Operational Release Management team of upcoming release availability;
  - 7.1.5 performs recommendation and action planning to update obsolete resources and migration to new versions of software and/or platforms; and
  - 7.1.6 performs small developments: monitoring shell scripts, scheduled tasks, delete logs.
- 7.2 Level 3 Support is complemented by SITA's Development, Certification Group that owns the following responsibilities:
  - 7.2.1 develops required code change and bug fixes;
  - 7.2.2 performs certification and testing of new releases;
  - 7.2.3 makes releases available to SITA's Airport Operations team for global release following beta certification;
  - 7.2.4 notifies SITA's Airport Operations of availability of a new release; and
  - 7.2.5 develops functional and technical documentation associated with new developments, user manuals for the scheduled tasks and shell scripts.
- 7.3 The Level 3 Support coverage hours are based on SITA's normal business hours for Level 3 support Monday – Friday, 9.00 am - 5.00 pm [**EST**].

## **8 Customer Responsibilities**

- 8.1 Customer's responsibilities include (at Customer's cost):
  - 8.1.1 Provide additional training to Customer Users should SITA feel that lack of training is contributing to levels of Incidents;
  - 8.1.2 Ensure basic support for the Authorised Customer Equipment, which SITA has agreed to support is conducted by the Customer Users, including removing paper jams and any foreign objects;
  - 8.1.3 Report Incidents to SITA as soon as they occur with full details, where known;
  - 8.1.4 Submit Change Requests to SITA, with a clear definition of requirements;
  - 8.1.5 Agree with SITA a timetable for any planned Changes that require work to be done by SITA;
  - 8.1.6 Supply SITA with Customer User contact details;
  - 8.1.7 Ensure that the installation of other hardware at the site will not cause interference to the Authorised Customer Equipment, which SITA has agreed to support;
  - 8.1.8 equipment will be evaluated by Customer and SITA at their five (5) year life to determine possible replacement by the Customer; and

8.1.9 provide replacement of Authorised Customer Equipment when maintenance is no longer feasible, and Equipment is damaged beyond repair.

## Appendix 1 – Customer Equipment Supported or Maintained under this Schedule

Maintenance and Support Service	Customer equipment supported or maintained under this Schedule (if any)
IMACD Management	None
Hardware Maintenance	Schedule 3 Customer Equipment List.

# Schedule 5 – Pricing Schedule

Version 071212

## 1 Definitions

1.1 Capitalised terms used in this Schedule and not specifically defined in this Schedule, shall have the same meanings as may be ascribed to them in the General Terms, the Solution Line Terms or the relevant Service Schedule(s).

1.2 The following words have these meanings in this Schedule:

**Minimum Monthly Charge** means, the minimum monthly amount payable for a Service and/or a Service Option, where such is specified in this Schedule.

**Service Option** means, in respect of a Service, any Service option identified in the relevant Service Schedule or in this Schedule.

**Transaction** means, in respect of a Service, any type of query to the relevant SITA System made by, or on behalf of, Customer, being an instance of use of an individual record or field, or a set of records or fields, on such System.

## 2 Monthly Service Charges

2.1 SITA shall invoice and Customer shall pay to SITA the monthly service charges shown in the following table commencing April 1, 2019 for a period of five [5] years.

---

### Minimum Monthly Service Charges

---

Item	Currency: USD
AirportVision and iValidate, and Equipment Supported for equipment listed on Schedule 3	\$22,973.00

---

## 3 Additional Equipment

3.1 Customer may order additional equipment using the form appearing in Appendix 1 below.



# Appendix 1– Additional Equipment – Order Form

Customer Name:

\_\_\_\_\_

Customer Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SITA Information Networking Computing USA Inc  
3100 Cumberland Blvd, Suite 900  
Atlanta, Georgia, 30339

Dear Sirs,

## ORDER FOR ADDITIONAL EQUIPMENT

With reference to a service agreement dated \_\_\_\_\_ (**Master Services Agreement**) entered between us, we wish to request additional Equipment as specified in the below table.

This request, if accepted by SITA, shall constitute an addendum to the Master Services Agreement and shall be governed by the terms and conditions of the Master Services Agreement. Notwithstanding the preceding sentence, Customer acknowledges that SITA may opt to charge Customer at its current charging rates.

\_\_\_\_\_  
**Additional Equipment  
(description and quantities)**

\_\_\_\_\_  
**Airport or another Site**

\_\_\_\_\_  
**Charges**

\_\_\_\_\_  
**Payment Terms**

\_\_\_\_\_  
**Special Conditions**

Sincerely,

**For and on behalf of Customer**

\_\_\_\_\_  
**(Signature)**

\_\_\_\_\_  
**(Print Name)**

\_\_\_\_\_  
**(Title)**

\_\_\_\_\_  
**(Date)**

**For and on behalf of SITA**

\_\_\_\_\_  
**(Signature)**

\_\_\_\_\_  
**(Print Name)**

\_\_\_\_\_  
**(Title)**

\_\_\_\_\_  
**(Date)**

## Exhibit A – Scrutinized Company Certification

This certification is required pursuant to Florida Statute Section 287.135.

As of July 1, 2018, a company that, when entering into an agreement for goods or services, is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute Section 215.4725, or is engaged in a boycott of Israel, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity for goods or services of any amount.

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

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

\_\_\_\_\_  
certify and affirm that this company, \_\_\_\_\_, is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in unlawful business operations in Cuba or Syria if the resulting contract/agreement is for goods or services of \$1 million or more, and certify and affirm that this company, \_\_\_\_\_, is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel if the resulting contract/agreement is for goods or services of any amount.

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
DATE

IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals on this \_\_\_\_\_ day of June, 2019.

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**

ATTEST:

\_\_\_\_\_  
Lesley Miller, Jr., Secretary

BY:

\_\_\_\_\_  
Robert I. Watkins, Chairman

Address: PO Box 22287

Tampa FL

Address: PO Box 22287

Tampa FL

WITNESS:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**Approved as to form for legal sufficiency:**

BY:

\_\_\_\_\_  
Elita McMillon, Assistant General Counsel

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**

**STATE OF FLORIDA**

**COUNTY OF HILLSBOROUGH**

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

Stamp or Seal of Notary

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Printed Name

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

**SITA Information Networking Computing  
USA Inc.**

Signed in the Presence of:

BY:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Address

\_\_\_\_\_  
City/State/Zip

**SITA Information Networking Computing USA Inc.**

**STATE OF**

**COUNTY OF**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by

\_\_\_\_\_ in the capacity of \_\_\_\_\_,  
(Individual's Name) (Individual's Title)

at \_\_\_\_\_, a corporation, on its behalf \_\_\_\_\_  
(Company Name) (He is / She is)

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

Stamp or Seal of Notary

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Printed Name

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