

**AUTOMATED PASSPORT CONTROL**

**KIOSK AGREEMENT**

**BETWEEN**

**SITA INFORMATION NETWORKING COMPUTING USA, INC. "SITA"**

**AND**

**Hillsborough County Aviation Authority (Tampa (TPA) International Airport)**

**"CUSTOMER"**

**SITA**

Create success. Together

<b>PARTICULARS .....</b>	<b>3</b>
<b>TERMS AND CONDITIONS.....</b>	<b>4</b>
1. Definitions and Interpretation.....	4
2. About this Agreement .....	6
3. Term.....	6
4. Provision of Equipment.....	6
5. Price.....	6
6. Taxes .....	7
7. Delivery and Acceptance .....	7
8. Title and Risk .....	8
9. Inspection, Installation and Testing .....	9
10. Software Licence .....	9
11. Export Terms .....	10
12. Equipment Warranties .....	10
13. Confidentiality .....	10
14. Liability.....	11
15. Force Majeure.....	12
16. Termination.....	12
17. Consequences of Termination.....	13
18. Dispute Resolution .....	13
19. Notices.....	13
20. General .....	14
<b>SIGNING PAGE.....</b>	<b>15</b>

**Schedules**

- ONE – N/A
- TWO – N/A
- THREE – Pricing Schedule
- FOUR – Service Schedule
- FIVE – Service Level Schedule

---

SIX – Maintenance and Support Schedule

SEVEN – N/A

Appendix 1 – Equipment / Services Order Form

Appendix 2 - Authority Policy P412, Travel and Business Development Expenses

Appendix 3 - Insurance Requirements

## PARTICULARS

<b>Parties</b>	SITA	Name	SITA Information Networking Computing USA, Inc.
		Address	3100 Cumberland Blvd, Atlanta, GA 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
	Customer	Name	Hillsborough County Aviation Authority
		Address	4100 George J. Bean Pkwy Tampa, Florida 33607
		Address for notices	Same as above
		Fax	
		Attention:	Edward Haines, Director of Procurement
<b>Recitals</b>	Customer is willing to purchase and SITA is willing to sell certain Equipment and Services under the terms and conditions contained in this Agreement (the “APC Kiosk Agreement” or “Agreement”).		
<b>Equipment Services</b>	Automated Passport Control Kiosks Project Management, Installation, Maintenance and Support of Equipment pursuant to the attached Schedules.		
<b>Effective Date</b>	The date on which the last of the parties to this Agreement signs.		
<b>Governing Law</b>	Florida, United States of America		
<b>SITA Reference(s)</b>	Customer ALD/NCC		

---

## TERMS AND CONDITIONS

### 1 Definitions and Interpretation

#### 1.1. Definitions

The following words have these meanings in this 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 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 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 Agreement, the rights or obligations of a party or any other matter arising out of or relating to this Agreement including any question regarding the existence, validity or termination of this Agreement.

**Dispute Notice** is defined in clause 19.3.

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

---

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

**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).

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

**Price** means the purchase price for the Equipment, set out in Schedule Three (Price Schedule).

**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.

**Reply** is defined in clause 19.4.

**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 Agreement.

**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(es)** 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.

## 1.2. Interpretation

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

- 1.2.1.1. (**variations or replacement**) a document (including this 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 any thing**) any thing (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 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 Agreement.

## 2 About this Agreement

- 2.1. This Agreement:
  - 2.1.1. shall be in accordance with and subject to the terms of this Agreement, Appendix 1 - Equipment / Services Order Form, Appendix 2 – Authority Policy P412, Travel and Business Development Expenses, and Appendix 3 – Insurance Requirements;
  - 2.1.2. shall be in substitution for any oral or other arrangements made between SITA and Customer in relation to the Equipment (if applicable) and any Services; and
  - 2.1.3. shall prevail over any inconsistent terms or conditions contained in or referred to in any Customer Purchase Order, correspondence or other document, or implied by law, trade custom, practice or course of dealing.

## 3 Term

- 3.1. The term of this Agreement will commence on February 2, 2017 and end February 1, 2020, with two, one-year renewal options at the discretion of the Customer's Chief Executive Officer or designee, unless terminated earlier in accordance with clause 16 (Termination).

## 4 Provision of Equipment

If SITA is providing Equipment:

- 4.1. SITA agrees to sell and Customer agrees to buy the Equipment under the terms and conditions of this Agreement.
- 4.2. SITA reserves the right (but does not assume the obligation) to make any changes in the specification(s) of the Equipment which:
  - 4.2.1. are required to conform with any applicable legislation; or
  - 4.2.2. where any Equipment is to be supplied to the Customer's specification, do not materially affect such Equipment's quality or performance.

- 
- 4.3. Customer may order additional Equipment using the form appearing in Appendix 1. The Customer may order additional APC Kiosks. New kiosks shall include installation and activation of Phase 4.0 software upgrades or most recent version as agreed to by the Parties and shall include NAGIOS Health Monitoring Software, and may include Project Management, and training as approved by the Customer. The Parties shall agree to a fixed price at the time of order.
  - 4.4. Customer will generate one Purchase Order for delivery of the Equipment in accordance with this Agreement.

## 5 Services

- 5.1. SITA agrees to supply the Service(s) to Customer, pursuant to Schedule Four (Service Schedule), Schedule Five (Service Level Schedule), and Schedule Six (Maintenance and Support Schedule) as applicable.
- 5.2. Security Badging  
When access is required to secure areas or to any Airside for a period lasting longer than one (1) week:  
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 a Service under this Agreement will be badged with an Airport identification badge (hereinafter referred to as 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's regulations regarding the use and display of Badges.

## 6 Price

- 6.1. Customer will pay the Price in accordance with this Agreement.
- 6.2. The Price is expressed in United States dollars (US\$).
- 6.3. Customer will pay the Price in the currency in which it is expressed, unless it is precluded to do so by law.
- 6.4. Unless otherwise stated in Schedule Three (Pricing Schedule), the Price does not include delivery, packaging, packing, shipping, carriage or insurance. SITA will charge separately to Customer all such costs and expenses arising.
- 6.5. SITA reserves the right, by giving notice to Customer at any time before delivery, to increase the Price in relation to such of the Equipment as has not been delivered to reflect any increase in the cost to SITA, which is due to:
  - 6.5.1. any factor beyond SITA's control (including any foreign exchange fluctuation, currency regulation, alteration of duties, change in legislation, significant increase in the costs of labour, materials or other costs of manufacture);
  - 6.5.2. any change in delivery dates, quantities or specifications for the Equipment which is requested by the Customer, or
  - 6.5.3. any delay in delivery caused by any instructions of the Customer or failure of the Customer to give SITA adequate information or instructions.

If Customer does not accept such price increase it must cancel the relevant Purchase Order forthwith.



- 
- 6.6. SITA will invoice Customer in accordance with the invoicing schedule or milestones, specified in this Agreement.
- 6.7. Customer agrees to pay each SITA invoice within 30 days from the date of invoice.
- 6.8. If Customer does not pay any amount due under this Agreement on time, SITA may, without prejudice to any other right or remedy available to it:
- 6.8.1. terminate the Agreement or suspend all further delivery, installation or warranty services for Equipment until payment has been made in full;
  - 6.8.2. make a storage charge for any undelivered Equipment at its current rates from time to time;
  - 6.8.3. appropriate any payment made by Customer to such of the Equipment as it thinks fit (despite any purported appropriation by Customer);
  - 6.8.4. charge an interest (calculated on a daily basis) on such amount from the date it was payable to the date it is received by SITA at an annual rate equal to the average LIBOR 12 months rate (as published by Thomson Reuters) during the 30 day period preceding the date on which the amount became payable under this Agreement, plus 1%, multiplied by:
    - 6.8.4.1. 1.25 for amounts due over 30 days,
    - 6.8.4.2. 1.50 for amounts due over 60 days; and
    - 6.8.4.3. 1.75 for amounts due over 90 days;(For example, if the applicable average LIBOR 12 months rate is 1.75%, then the applicable interest for amounts due over 30 days but less than 60 days is  $(1.75 + 1.0) \times 1.25 = 3.438\%$  per year.) and/or
  - 6.8.5. exercise a general lien on all Equipment and property belonging to Customer, on the account of all amounts due from Customer to SITA under this Agreement. SITA shall be entitled, on the expiry of 30 days' notice in writing, to dispose of such Equipment or property in such manner and at such price as it thinks fit and to apply the proceeds towards the outstanding amounts.
- 6.9. All sums payable to SITA under this Agreement shall become due immediately on its termination (unless for termination based upon SITA's breach), despite any other provision of this Agreement. This clause 6.9 is without prejudice to any right to claim for interest under the law, or any right under this Agreement.
- 6.10. 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.

## **7 Taxes**

- 7.1. 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 Agreement, unless otherwise exempt.

## **8 Delivery and Acceptance**

If SITA is providing Equipment, the following shall apply:

- 8.1. SITA shall deliver the Equipment at the place(s) of delivery specified in Schedule(s) One (Equipment Schedule) and Two (Implementation Schedule).
- 8.2. SITA shall use its reasonable endeavours to deliver the Equipment on the date(s) specified in Schedule Two (Implementation Schedule), but any such date is approximate only. If no dates are so specified, delivery shall be within a reasonable time from Customer raising a Purchase Order.
- 8.3. Time is of the essence as to the delivery of the Equipment and SITA will be liable for any delay in delivery, howsoever arising.

- 
- 8.4. SITA may deliver the Equipment in advance of the agreed delivery date on giving reasonable notice to Customer.
  - 8.5. Customer shall be responsible (at Customer's cost) for preparing the delivery location(s) for the delivery of the Equipment and for the provision of all necessary access and facilities reasonably required by SITA to deliver the Equipment. If SITA is prevented from carrying out delivery on the date when delivery is scheduled to take place, because Customer has failed to comply with the obligations under this clause, SITA may levy additional charges to recover its loss arising from such failure.
  - 8.6. Customer will be deemed to have accepted delivery of Equipment on the day of delivery, unless Customer notifies SITA in writing, within forty-eight (48) hours from the day of delivery, providing reasons for non-acceptance.
  - 8.7. SITA will provide Customer two formal acceptance certificates in which Customer will acknowledge completion of two phases of the project:
    - 8.7.1. Phase 1: Delivery and Installation will be deemed to be complete when all kiosks purchased under the designated purchase order/change order have been physically delivered to the site, put in position agreed by the Customer, connected to Customer provided electrical power and local area network connectivity and demonstrated to power on.
    - 8.7.2. Phase 2: Go Live will be deemed to be complete when all kiosks have completed certification with the CBP verification system, placed into a full operational state and are ready to process passengers.
  - 8.8. SITA shall be responsible for any damage, shortage or loss in transit, provided that Customer notifies it to SITA (or its carrier, if applicable) within the time period specified for acceptance in clause 8.6 and that the Equipment has been handled by Customer since completion of delivery in accordance with SITA's or the relevant manufacturer's stipulations. Any remedy under this clause 8.8 shall be limited to the replacement or repair (at SITA's option) of any Equipment which is proven to have been lost or damaged in transit.

## **9 Title and Risk**

If SITA is providing Equipment, the following shall apply:

- 9.1. The Equipment shall be at the risk of SITA until delivery to Customer at the place(s) of delivery specified in Schedule One. If off-loading is required for the delivery, SITA shall off-load the Equipment at SITA's risk.
- 9.2. Ownership of the Equipment shall pass to Customer on the completion of delivery (including off-loading, if relevant).
- 9.3. Until ownership of the Equipment has passed to Customer under clause 9.2, Customer shall:
  - 9.3.1. hold the Equipment on fiduciary basis as SITA's bailee;
  - 9.3.2. store the Equipment (at no cost to SITA) in satisfactory conditions and separately from all the Customer's other equipment or that of a third party, so that it remains readily identifiable as SITA's property;
  - 9.3.3. not destroy, deface or obscure any identifying mark or packaging on or relating to the Equipment;
  - 9.3.4. contribute to SITA taking any steps (such as local registration of title) necessary for securing SITA's title over the Equipment;
  - 9.3.5. not transfer possession, pledge or create any encumbrance on the Equipment or any other right, which may impair SITA's title over it;
  - 9.3.6. if Customer becomes Insolvent or subject to any procedure leading to the full or partial seizure of its assets and belongings, inform all concerned authorities and third parties of SITA's title over the Equipment and take all appropriate measures to preserve SITA's title over it.
- 9.4. The Customer's right to possession of the Equipment before ownership has passed to it shall terminate immediately if Customer:

- 
- 9.4.1. becomes Insolvent; or
  - 9.4.2. breaches any of its obligations under clause 9.3.
  - 9.5. The Customer grants SITA and its Representatives an irrevocable licence to enter upon five days notice to Customer and Customer's agreement hereto, any premises where the Equipment is or may be stored in order to inspect it, or where the Customer's right to possession has terminated, to remove it. All costs incurred by SITA in repossessing the Equipment shall be borne by the Customer where necessary. SITA will be accompanied by the appropriate individual(s) with Customer when entering such premises.
  - 9.6. Reserved.

## **10 Inspection, Installation and Testing**

- 10.1. If SITA is providing Equipment, SITA will:
  - 10.1.1. inspect the Equipment on delivery to ensure that it complies with the requirements of this Agreement;
  - 10.1.2. install the Equipment and run its and/or the manufacturer's standard tests; and
  - 10.1.3. if so requested by Customer, give the Customer reasonable advance notice of such tests (which the Customer shall be entitled to attend).
- 10.2. Customer shall be responsible (at Customer's cost) for preparing the delivery location(s) for the installation of the Equipment and for the provision of all necessary access and facilities reasonably required by SITA to install the Equipment. If SITA is prevented from carrying out installation on the date when installation is scheduled to take place, because Customer has failed to comply with the obligations under this clause, SITA may levy additional charges to recover its loss arising from such failure.

## **11 Software**

If SITA is providing Equipment and Software (per attached Schedules) and unless otherwise indicated in this Agreement then the following shall apply:

- 11.1. The Price includes the licence fee for the Customer's right to use the Software and the following shall apply:
- 11.2. Customer's use of the Software shall be limited to use on the Equipment and any Approved Customer Equipment, located at the Airport(s).
- 11.3. Notwithstanding any other provision of this Agreement, where Customer includes use by the Airport Authority for the Airport(s), Customer may:
  - 11.3.1. authorise the Airport Users to use the Software under the same licence terms which apply to the Customer's use of the Software; and
  - 11.3.2. use the Software on behalf of, or for the benefit of, the Airport Users (including using the Software to provide any form of outsourcing, application service provider service, bureau-type service or an equivalent service).
- 11.4. Customer hereby accepts a non-exclusive, non-transferable licence to use the Software on the following conditions:
  - 11.4.1. Customer shall not copy (except to the extent permissible under applicable law or for normal operation of the Equipment), decompile, reverse engineer, disassemble reproduce, translate, adapt, vary or modify the Software, or otherwise attempt to derive source code for the Software, nor communicate it to any third party, without SITA's prior written consent;
  - 11.4.2. Customer shall not use the Software on any equipment other than the Equipment located at the Airport(s);
  - 11.4.3. Customer shall not remove, adapt or otherwise tamper with any copyright notice, legend or logo which appears in or on the Software or on the medium on which it resides;

- 
- 11.4.4. Customer shall return to SITA all copies of the Software in its possession on or before the expiry of this licence;
  - 11.4.5. The Customer may not use, copy or install the Software on any system with more than one computer/kiosk or permit the use, copying or installation of the Software by more than one user or on more than one computer/kiosk;
  - 11.4.6. The Customer may not use the database portion of the Software in connection with any software other than the Software;
  - 11.4.7. The Customer may not modify the Software or create derivative work of the Software or its accompanying documentation. The Customer may not alter any files or libraries in any portion of the Software and may not reproduce the database portion or create any tables or reports relating to the database portion; and
  - 11.4.8. The Customer may not copy any part of the Software except to the extent that licensed use inherently demands the creation of a temporary copy stored in computer memory and not permanently affixed on storage medium. The Customer may make one archival copy which must be stored on a medium other than a computer hard drive.

## 12 Export Terms

- 12.1. Customer will be responsible for complying with any legislation governing:
  - 12.1.1. the importation of the Equipment into the country of destination; and
  - 12.1.2. any re-export of the Equipment.
- 12.2. In particular, where the Equipment (or any part of it) is subject to export restrictions, Customer will not re-export such Equipment without first obtaining all authorisation(s), license(s), etc. from the relevant national authorities of the state(s) imposing such restrictions.

## 13 Equipment Warranties

- 13.1. EXCLUSION OF IMPLIED WARRANTIES. WHERE SITA IS NOT THE MANUFACTURER OF EQUIPMENT, SITA WILL FLOW DOWN TO CUSTOMER THE WARRANTY PROVIDED TO IT BY THE MANUFACTURER OF THE EQUIPMENT (PURSUANT TO SCHEDULE ONE APPENDIX 1A), AND SITA WILL TRACK AND ENSURE THE WARRANTY CLAIM IS PROCESSED. SITA SHALL NOT PROVIDE TO CUSTOMER ANY WARRANTY OF ITS OWN WITH REGARDS TO THE EQUIPMENT AND EXPRESSLY EXCLUDES ALL IMPLIED WARRANTIES OF ANY KIND IN RELATION TO THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY FOR LATENT DEFECTS OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER WILL BE RESPONSIBLE FOR INSTALLATION AND DE-INSTALLATION OF DEFECTIVE HARDWARE AND THE LOGISTICS OF SUCH HARDWARE.

## 14 Confidentiality

- 14.1. The Recipient will use Discloser's Confidential Information only for the purpose of exercising its rights or performing its obligations under this Agreement, and will make no use of the Discloser's Confidential Information, in whole or in part, for any other purposes.
- 14.2. The Recipient may not disclose Discloser's Confidential Information to any person except:
  - 14.2.1. to its Representatives, Affiliates or Representatives of its Affiliates, who have a legitimate need to know such information; or
  - 14.2.2. with the consent of the Discloser (which may be given or withheld in its absolute discretion); or
  - 14.2.3. if the Recipient is required to do so by law, regulatory authority or a stock exchange; or

- 
- 14.2.4. if the Recipient is required to do so in connection with legal proceedings relating to this Agreement.
  - 14.3. A Recipient disclosing Confidential Information to persons under clause 14.2.1 must advise such persons of this Agreement and direct them to treat Discloser's Confidential Information in accordance with the terms of this Agreement.
  - 14.4. A Recipient disclosing Confidential Information in accordance with clause 14.2.3 must:
    - 14.4.1. 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;
    - 14.4.2. reasonably cooperate with the Discloser's efforts to secure such a protective order or other legal remedy to prevent the disclosure; and
    - 14.4.3. 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.
  - 14.5. If, in the absence of a protective order or other legal remedy referred to in clause 14.4, 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.
  - 14.6. 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.
  - 14.7. A party may not make press or other announcements or releases relating to this Agreement or any subject matter of this 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.
  - 14.8. SITA may:
    - 14.8.1. use or refer, in writing or otherwise, to the Customer (including its name) for reference purposes; andAny approval by the Customer of SITA's use of the Customer's name pursuant to this clause 14.8 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.

## 15 Limitation of Liability

- 15.1. Limitation on Liability of SITA to Customer for Other than Bodily Injury, Including Death and Damage to Tangible Property:
  - 15.1.1 **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 Agreement by, or on behalf of, SITA.
  - 15.1.2 **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 Agreement by, or on behalf of, SITA shall be two (2) million dollars.

---

## **16 Force Majeure**

- 16.1. If a party is unable to perform or is delayed in performing an obligation under this Agreement because of a Force Majeure Event, then:
  - 16.1.1. that obligation is suspended but only so far and for so long as it is affected by the Force Majeure Event; and
  - 16.1.2. the party affected by the Force Majeure Event will not be liable for delay or failure to perform any of its obligations in this Agreement.
- 16.2. If a Force Majeure Event occurs, the non-performing party must:
  - 16.2.1. promptly give the other party notice of the event and an estimate of the non-performance and delay;
  - 16.2.2. 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
  - 16.2.3. resume compliance as soon as practicable after the event no longer affects the party.
- 16.3. 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.
- 16.4. If a delay or failure to perform any party's obligations due to a Force Majeure Event exceeds 90 days, the party not affected by the Force Majeure Event may terminate this Agreement with notice to the other party.

## **17 Termination**

- 17.1. A party may immediately terminate this Agreement on notice to the other party if:
  - 17.1.1. the other party commits a material breach of this Agreement (or breaches a material provision of this Agreement) that is not capable of remedy;
  - 17.1.2. the other party commits a material breach of this Agreement (or breaches a material provision of this Agreement) and, if the breach is capable of remedy, the other party does not remedy the breach within 30 days of its receipt of a notice from the first party requiring the other party to rectify that breach; or
  - 17.1.3. the other party is Insolvent.

## **18 Consequences of Termination**

- 18.1. On termination of this Agreement for any reason:
  - 18.1.1. SITA may suspend any further deliveries under the Agreement without liability to Customer;
  - 18.1.2. 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;
- 18.2. The following clauses will survive the termination of this Agreement (for any reason): clauses 1 (Definitions and Interpretation), 6 (Price), 7 (Taxes), 9 (Title and Risk), 14 (Confidentiality), 15 (Limitation of Liability), 19 (Dispute Resolution) and 21 (General), as well as any other clause, which by its nature is intended to survive such termination.

## **19 Dispute Resolution**

- 19.1. If a Dispute arises, then the parties will use all reasonable endeavours to settle the dispute as quickly as possible.

- 
- 19.2. Unless a party has complied with clauses 19.3 to 19.5, that party may not commence court proceedings or arbitration relating to the Dispute except where that party seeks urgent interim or interlocutory relief.
  - 19.3. Any party claiming that a Dispute has arisen may give a written notice (**Dispute Notice**) to the other party. The Dispute Notice must:
    - 19.3.1. 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
    - 19.3.2. 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.
  - 19.4. 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:
    - 19.4.1. 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
    - 19.4.2. set out succinctly the recipient's response to the matters set out in the Dispute Notice and any additional matters the recipient considers relevant.
  - 19.5. The representatives designated under clauses 19.3 and 19.4 will make whatever investigations each considers appropriate and, within 60 days of receipt of the Reply, use their reasonable endeavours to resolve the dispute on a "without prejudice" basis.
  - 19.6. Arbitration. If the Dispute is not resolved within the period of time specified in clause 19.5 then the parties agree that each may seek to resolve the matter through litigation.

## 20 Notices

- 20.1. Unless expressly stated otherwise in this Agreement, all notices, certificates, consents, approvals, waivers and other communications in connection with this 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.
- 20.2. A communication must be:
  - 20.2.1. left at the address set out in the Particulars;
  - 20.2.2. sent by prepaid ordinary post (airmail if appropriate) to the address set out in the Particulars; or
  - 20.2.3. 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.
- 20.3. Notices shall not be deemed to be validly served if sent by e-mail.
- 20.4. A communication will take effect from the time it is received unless a later time is specified.
- 20.5. 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).
- 20.6. 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.

## 21 General

- 21.1. This 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.

- 
- 21.2. 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.
- 21.3. Each party submits to the exclusive jurisdiction of the courts of the place referred to in clause 21.1. Subject to clause 19.2 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.
- 21.4. The parties hereby expressly acknowledge and agree that, having taken independent legal advice, the provisions in clauses 14 have been negotiated and are in all respects fair and reasonable, and reflect a duly considered allocation of risk between the parties.
- 21.5. A party must not assign, transfer or otherwise deal with any of its rights or obligations under this 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 Agreement or assign its rights under this 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.
- 21.6. If the whole or any part of a provision of this Agreement is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this 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 Agreement or is contrary to public policy.
- 21.7. This 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.
- 21.8. This 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.
- 21.9. 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 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.
- 21.10. Unless otherwise set out in this Agreement, the rights and remedies provided in this Agreement are in addition to other rights and remedies given by law independently of this Agreement and none of them will be in limitation of any other right or remedy.
- 21.11. Unless otherwise set out in this Agreement, a provision of this 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 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.
- 21.12. No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement or any part of it.
- 21.13. Each party agrees to pay its own legal and other costs and expenses in connection with the negotiation, preparation and execution of this Agreement.
- 21.14. This Agreement may be executed in counterparts. All counterparts, when taken together, will constitute one instrument.
- 21.15. This Agreement is executed in English. The binding language of this Agreement is English.



**SCHEDULE THREE - Pricing Schedule**

**1. Support and Maintenance Charges**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT COST</b>	<b>TOTAL Price</b>
1	Thirty-six (36) Months of Level 3 Hosting, Maintenance, and Support	396	\$300.00	\$118,800

1.1. Monthly Charges - SITA shall invoice and Customer shall pay to SITA the maintenance service charges shown above on a monthly basis from the first day of the month following agreement signature.

**2. Spare Parts Price List**

Below is the estimated price for Spare Part Kits and recommended individual spare parts. The list is not all inclusive of parts that may be required through the duration of the Agreement. The recommended individual parts are those which are usually replaced on SITA kiosks installed at Tampa International Airport. In addition, the option to purchase the full Spare Part Kits is available which will include additional spares but does not include the cost of shipping to final destination. The Parties shall agree to a fixed price at the time of order.

<b>Parts included in the Spares Kit</b>	<b>Price if purchased as Kit (includes shipping)</b>	<b>Price if purchased individually (no shipping)</b>	<b>Component Recommended to have in stock (based on 11 kiosks)</b>	
			<b>Required</b>	<b>Qty</b>
Frame with embedded touch screen	\$ n/a	\$ 2,642		
Proaction module	\$ n/a	\$ 4,860		
Document reader	\$ n/a	\$ 4,920	Yes	1
Zebra receipt printer	\$ n/a	\$ 895	Yes	1
Frontal cover for receipt printer	\$ n/a	\$ 483		
Processing units	\$ n/a	\$ 3,018	Yes	1
Power supply 110/240AC-12DC	\$ n/a	\$ 647		
PC power supply	\$ n/a	\$ 400	Yes	1
VB iBiometrics Camera	\$ n/a	\$ 2,427		
Fingerprint module	\$ n/a	\$ 5,264		
USB Industrial hub	\$ n/a	\$ 400	Yes	1
<b>Total</b>	<b>\$ 25,000.00</b>	<b>\$ 25,956.00</b>		

- 
- 2.1. Spare parts will be charged as a one-time fee which will be invoiced upon order. Customer is requested to order the Spares via the Equipment/Services Order form in Appendix 1.
  - 2.2. SITA will deliver spare parts no later than thirty (30) days from receipt of Equipment Order. If spare parts are not received by Customer within thirty (30) days, any applicable shipping costs will be waived, and the spare parts will be shipped via overnight at SITA's expense.

### 3. Software Upgrades

CBP has released updates to the APC workflow. SITA will upgrade the software in the Kiosks to comply with the new requirement.

#### 3.1. Upgrades to APC

- 3.2. Upgrades will be charged as a one-time fee which will be invoiced upon Acceptance of the upgrade. Customer is requested to order the Upgrades via the Equipment / Services Order form in Appendix 1.

### 4. Payment Terms

Payment terms for all Charges are 30 days upon receipt of invoice.

## **SCHEDULE FOUR - Service Schedule**

### 1. Definitions

The following words have these meanings in this Schedule:

**CBP** means the Customs and Border Protection Agency of the USA

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

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

**UPS** means uninterruptable power supply and is a system whose function is to assure continuous supply of electrical power to critical systems, where mains power supply is interrupted or of low quality.

### 2. Service Description

#### 2.1. Service Overview

- 2.1.1. SITA Kiosk for Automated Passport Control (Service) is a self-service solution that permits the processing of US inbound international passengers as part of US customs requirements by capturing passenger related travel and biometric data and transmitting this to US customs and border protection staff in accordance with CBP standards.
- 2.1.2. SITA confirms that the APC Kiosks conform to the standards established by the CBP Airport Technical Design Standard (ATDS), the APC Business Requirements and the APC Technical Reference Manual,
- 2.1.3. The Service consists of standard features set out in paragraph 2.2 of this Schedule.

#### 2.2. Standard Features

- 2.2.1. As part of the Service SITA provides:

- 
- 2.2.1.1. SITA APC Kiosks
  - 2.2.1.2. SITA APC Kiosk reporting server
  - 2.2.1.3. OEM software, to run on each SITA APC Kiosk; and
  - 2.2.1.4. OEM software, to run on SITA APC Kiosk reporting server;
  - 2.2.2. Airport Users must provide their own applications to accept the data transmitted by SITA APC Kiosks customized to their own unique business rules, host connectivity requirements to CBP and their multimedia presentation requirements (if any).
  - 2.2.3. The APC Kiosk reporting server will act as a reporting collector and will not hold any application software. Each APC Kiosk runs its own application software. The Kiosks and the reporting server will communicate with each other for reporting purposes only.
  - 2.2.4. If SITA is providing Equipment or upgrading Equipment, SITA will:
    - 2.2.4.1. install and configure the SITA APC Kiosk Server in the Core Room at the Airport, as required;
    - 2.2.4.2. install the SITA APC Kiosks in their nominated enclosure at the Airport;
    - 2.2.4.3. connect the SITA APC Kiosks to the electrical outlet and the LAN cabling;
    - 2.2.4.4. configure the SITA APC Kiosks;
    - 2.2.4.5. test the communication link between the SITA APC Kiosks to relevant Airport User's systems;
    - 2.2.4.6. test the transaction functionality with the assistance of Customer personnel; and
    - 2.2.4.7. provide training to Customer personnel

### **3. Equipment Upgrade**

- 3.1. APC Software Upgrades
  - 3.1.1. CBP releases new technical requirements for the APC Kiosks which must be applied to all kiosks as mandated per CBP. In June 2015 CBP released Technical Specification 18, which addressed APC Phase 4.5.
  - 3.1.2. APC workflow upgrades require the software to be upgraded as well. The Kiosks installed in TPA are currently functioning under workflow for APC Phase 4.0.
  - 3.1.3. Prices for the upgrades 4.5, are listed in Schedule 1 of the Agreement. Customer is requested to order said upgrades via the order form in Appendix 1.
  - 3.1.4. All future upgrades will be discussed with the Customer then SITA will provide a quote for said upgrade. The request to perform the upgrades will be managed via an order form.

### **4. Service Dependencies**

- 4.1. In order to enable implementation and/or use of this Service, Customer should:
  - 4.1.1. install power connections in accordance with local safety standards, one connection per SITA APC Kiosk including a power cord long enough to reach the SITA APC Kiosks connector;
  - 4.1.2. prepare fixing points for securing the SITA APC Kiosks enclosure in accordance with the SITA recommendations;
  - 4.1.3. install signage;
  - 4.1.4. provide network connectivity to each Airport User's system prior to installation of the SITA APC Kiosks

---

## 5. Service Conditions

### 5.1. Service Period

- 5.1.1. The Service Period of the Service begins on the date when the Service is mutually accepted by SITA and the Customer and continues for an initial period of 1 year.
- 5.1.2. The Service Period of the Service will automatically renew for further periods of 1 year, unless a party gives to the other party a 3 months' notice prior to the expiry of the initial or then current renewal period that it does not wish to renew the Service Period.

### 5.2. Test of Airport Users' Applications

The applications referred to in paragraph 2.2.1.4 must be tested, at Customer's, or the Airport Users', cost by SITA prior to implementation of the Service to ensure that they operate correctly and do not disrupt the operation of other applications on the SITA APC Kiosks. Notwithstanding such testing, SITA does not assume responsibility for the continued successful operation of the Airport Users' applications on the SITA APC Kiosks.

## SCHEDULE FIVE - Service Level Schedule

### 1. Definitions

The following words have these meanings in this Schedule:

**Application** means the software application used by SITA to provide the relevant Service.

**Defer Time** means cumulated time where SITA is unable to progress the resolution of an Incident due to events outside the responsibility of SITA (including local Customer contact being unavailable, Incident residing outside the scope of the Service, any Force Majeure Event).

**Expected Service Availability** means the time the Service is expected to be available during the Measurement Period, after deducting Scheduled Downtime.

**Measurement Period** means one calendar month.

**Normal Business Hours** or **NBH** means the normal business hours at the place indicated, and if no place is indicated, then it means the normal business hours of SITA's or its subcontractor's nearest service centre.

**Priority Level** means the level of severity of an Incident, falling into one of the levels indicated in paragraph 3.1 of this Schedule.

**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.

**Scheduled Downtime** means a period of scheduled downtime for the Service for the purpose of SITA carrying out activities necessary for the proper operation of such Service, such as:

- (a) software loads;
- (b) communication loads;
- (c) upgrades;
- (d) database re-organisation;
- (e) preventative maintenance; and
- (f) disaster recovery testing or upgrades.

**Service** means each of the Services to which this Schedule applies.

**Service Levels Report** has the meaning given to it in paragraph 4.1 of this Schedule.

### 2. Applicability of Schedule

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

2.1.1. Automated Passport Control Kiosks

### 3. Service Levels

#### 3.1. Service Priority Levels

SITA will comply with the following Priority Level definitions for the SITA products. These levels as determined by the Authority are measured according to the business impact of each problem, as follows:

Priority Level	Impact	Description
Priority 1	Business critical impact	System failure that completely interrupts the critical business processes, affecting all users.
Priority 2	Business high impact	System failure that partially interrupts or degrades business critical processes and there is no alternative available. Incident affects multiple users.
Priority 3	Business efficiency impact	System failure that interrupts non-critical business processes. Failure of a system or component but alternative available at customer location. Incident affects single user. Workaround is available.
Priority 4	Business Inconvenience	System minor incident that degrades, but does not interrupt business non-critical processes.

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

- 3.1.1.1. SITA rectifies the fault or failure, reports such to Customer, and the Customer agrees and accepts SITA's solution. Customer's failure to notify SITA of agreement and acceptance within forty-eight (48) hours after notice of rectification shall be deemed to constitute Customer agreement and acceptance.
- 3.1.1.2. workaround has been achieved and the implementation of further resolution is scheduled;
- 3.1.1.3. Customer acknowledges, after contacting the SITA Service Desk, that there is no fault or failure;
- 3.1.1.4. SITA confirms to Customer that the functionality which is the subject of the reported Incident is correct;
- 3.1.1.5. the fault or failure cannot, despite reasonable efforts, be reproduced by SITA and/or Customer (and, as such, was a one-off); or
- 3.1.1.6. SITA and Customer mutually determine that a remedy for the Incident will be included in the next release of the Application.

---

#### 4. Service Levels Report

- 4.1. SITA shall deliver within 30 days from the end of each calendar month to Customer a report, which indicates the shortfalls in the Service Levels during that Measurement Period.
- 4.2. The parties agree that all information contained in Service Level Reports is Confidential Information of SITA.

### **SCHEDULE SIX - Maintenance and Support Schedule**

#### 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 Agreement.

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

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

**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.

**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.

#### 1. Applicability of Schedule

- 1.1. This Schedule applies to the following Service(s):
  - 1.1.1. Automated Passport Control Kiosks

#### 2. Maintenance and Support - Elements

It is understood that Customer local staff will provide Preventative Maintenance, Cosmetic Cleaning, Spares Management, Warranty Management and Level 1 and Level 2 On-Site Support.

SITA will provide Help Desk and Level 3 Support Service and Support as ordered by the Customer.

#### 3. SITA Service Desk (SSD)

- 3.1 SITA has its own Service Desk which is available 24 hours a day, year-round. SSD normally provides the initial support for Incident and Change Management. This service includes; receiving support calls, recording the call details and

---

dispatching them to the appropriate resolver group.

- 3.2 All support will begin with the SSD. If it is determined that SITA interaction is required, the Service Desk would then open an incident ticket.
- 3.3 SITA will provide the incident handling script to support the service desk to allow them to identify the problem and dispatch as appropriate to the Level 2 support team.

#### **4. Level 1 Support- provided by Customer**

- 4.1. Customer's Local Staff will provide the Level 1 support and will be responsible for the following:
  - 4.1.1. Provide on-site support, clear paper jams, reboots, assist with local troubleshooting of the APC Kiosks on a day to day basis.
  - 4.1.2. Handle Preventive Hardware maintenance
  - 4.1.3. Support of all installed equipment and make sure that it is working as expected
  - 4.1.4. Replace paper and other consumables as required
  - 4.1.5. Daily cleaning of kiosk, screens, finger print and passport readers, fan filters and other peripherals
  - 4.1.6. Replacement and stock of consumable items
  - 4.1.7. Warranty & Spares management
  - 4.1.8. Work with vendors (as appropriate) to resolve problems
  - 4.1.9. Contact other the SITA Service Desk and the assigned Client Service Manager as needed.
  - 4.1.10. Hardware replacement when required

#### **5. Level 2 Support – provided by Customer**

- 5.1. The Customer Level 2 team provides on-site advanced support and troubleshooting and also coordinates the hardware support with the local level 1 and level 3 support teams. If a problem cannot be resolved after a thorough investigation has been completed and all diagnostic procedures have been carried out, the Customer Level 2 will contact the SITA Service Desk for further engagement of the SITA 3rd level support team.
- 5.2. SITA will provide a service desk that will be available for the lodgement of Incidents by Customer on a twenty-four (24) hour a day, seven (7) days a week basis. When an APC Kiosk incident is documented by Customers Network Operations Center (NOC) staff, NOC staff will review the incident and attempt to repair any hardware-related incident. If NOC staff is unable to make the repair, SITA will be notified by NOC staff of the incident via email. SITA must provide a qualified technician onsite within twenty-four (24) hours of notification and resolve the incident within forty-eight (48) unless the incident is identified as a Level 3 issues which requires product source code changes. A qualified technician must be available twenty-four (24) hours a day, seven (7) days a week.
- 5.3. The cost for such exceptional on-site interventions by SITA, in case the customer's Level 1 and 2 teams are unable to solve the issues with remote support are included in the negotiated support price.

#### **6. Level 3 Support – provided by SITA Development and Engineering Support Team**

- 6.1. SITA's Level 3 Support owns the following responsibilities:
  - 6.1.1. receives requests for Incident and Problem management support from the Customer Level 2 Support teams;
  - 6.1.2. performs root cause analysis to identify bugs or requirements for code change;
  - 6.1.3. engages SITA's Development Team to fix bugs or apply code changes in next Service application release;

- 
- 6.1.4. notifies SITA's Operational Release Management team of upcoming release availability;
  - 6.1.5. performs recommendation and action planning to update obsolete resources and migration to new versions of software and/or platforms;
  - 6.1.6. perform small developments: monitoring shell scripts, scheduled tasks, delete logs.

## 7. Spare Parts and Warranty Management

Customer is responsible for the ordering of spare parts and the management of the replacement, installation and warranty of said parts.

SITA has provided a list of spare parts and the items which are included in the spare parts kit, in schedule 3 of the Agreement. The Customer will order the parts or the kits via the form in Appendix 1.

## 8. Customer Responsibilities

- 8.1. Customer's responsibilities include (at Customers 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 is conducted by the Customer Users, including removing paper jams and any foreign objects;
  - 8.1.3. Submit change requests to SITA, with a clear definition of requirements;
  - 8.1.4. Agree with SITA a timetable for any planned Changes that require work to be done by SITA;
  - 8.1.5. Supply SITA with Customer User contact details;
  - 8.1.6. Ensure that the installation of other hardware at the site will not cause interference to the Equipment, which SITA has agreed to support; and
  - 8.1.7. Provide and restock Operational Consumables and Spare Parts Management.
  - 8.1.8. Handle the day to day break fix maintenance support of the Kiosks, which includes replacement of defective parts, warranty repairs and logistics for warranty repairs.
  - 8.1.9. Handle the preventative maintenance of the Kiosks as required by the manufacture.

## 9. Non-Discrimination

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

- 9.1. Company will comply with the regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Agreement.
- 9.2. Civil Rights. Company, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Company will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of this Agreement, Company, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:



- 
- 9.2.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
  - 9.2.2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
  - 9.2.3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - 9.2.4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
  - 9.2.5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
  - 9.2.6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
  - 9.2.7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  - 9.2.8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
  - 9.2.9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - 9.2.10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  - 9.2.11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Company must take reasonable steps to ensure that LEP persons have meaningful access to Company’s programs (70 Fed. Reg. at 74087 to 74100); and
  - 9.2.12. Title IX of the Education Amendments of 1972, as amended, which prohibits Company from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
  - 9.3. In all solicitations either by competitive bidding or negotiation made by the Company 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 Company of Company’s obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
  - 9.4. Company 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 Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Company is in the exclusive possession of another who fails or refuses to furnish this information, Company will so certify to Customer or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

- 9.5. In the event of Company's non-compliance with the non-discrimination provisions of this Agreement, Customer will impose such contractual sanctions as it or the FAA may determine to be appropriate, including, but not limited to, withholding of payments to Company under this Agreement until Company complies, and/or cancellation, termination or suspension of this Agreement, in whole or in part.
- 9.6. Company will include the provisions of Paragraphs 9.1 through 9.5 in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. Company 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 Company becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Company may request Customer to enter into such litigation to protect the interests of Customer and, in addition, Company may request the United States to enter into such litigation to protect the interests of the United States.
- 9.7. Company assures that, in the performance of its obligations under this Agreement, it will fully comply with the requirements of 14 CFR Part 152, Subpart E (Non-Discrimination in Airport Aid Program), as amended from time to time, to the extent applicable to Company, to ensure, among other things, that no person will be excluded from participating in any activities covered by such requirements on the grounds of race, creed, color, national origin, or sex. Company, if required by such requirements, will provide assurances to Customer that Company will undertake an affirmative action program and will require the same of its subconsultants.

#### 10. Compliance with Public Records Law

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

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

- 10.1. Keep and maintain public records required by Customer in order to perform the service contemplated by this Agreement.
- 10.2. Upon request from Customer custodian of public records, provide Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- 10.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement.
- 10.4. Upon completion of this Agreement, keep and maintain public records required by Customer to perform the service. Company 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.

---

**Appendix 1 - Equipment / Services– Order Form (TO BE COMPLETED IN WORD FORMAT)**

**Customer Name:** \_\_\_\_\_

**Customer Address:** \_\_\_\_\_

---

**SITA Information Networking Computing USA Inc**

3100 Cumberland Blvd, Suite 900, Atlanta, Georgia, 30339, U.S.A.

---

Dear Sirs,

**ORDER FOR EQUIPMENT/SERVICES**

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

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

---

**Additional Equipment or Services  
(description and quantities)**

---

**Airport or another Site**

---

**Charges**

---

**Payment Terms: 30 Days**

---

**Special Conditions**

---

---

**Appendix 2**  
**Authority Policy P412**  
**Travel and Business Development Expenses**

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

**LEGAL CONSIDERATION:** Section 6(2)(h) of the Hillsborough County Aviation Authority Act authorizes the Authority to reimburse Board members, the Chief Executive Officer, and all Authority employees for all travel expenses incurred while on business for the Authority. Section 6(2)(w) and 6(2)(xx) of the Hillsborough County Aviation Authority Act authorize the Authority to “[a]dvertise, promote and encourage the use and expansion of facilities under its jurisdiction” and do all acts and things necessary and convenient for promotion of the business of the Authority. Florida Administrative Code Rule 69I-42.010 allows for reimbursement of specific incidental traveling expenses including actual portage charges and actual laundry, dry cleaning and pressing expenses in accordance with the Rule. Pursuant to policy, the Authority is allowed to incur business development expenses for meals, beverages and entertainment in order to highlight the numerous advantages and world class facilities of the Authority’s airport system and build relationships with airline executives, potential real estate partners, potentials tenants and others.

**POLICY:**

**A. Travel Purpose:**

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

**B. Travel Approval:**

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

**C. Travel by Air Carrier:**

1. If the traveler elects to arrive earlier or stay later than reasonably necessary to conduct the required Authority business, the traveler will be responsible for all additional costs.
2. Authority employee reimbursements or advancements for travel will be based upon Coach Class fares (i.e. not First or Business Class airfare), supported by appropriate receipt.
3. If a board member, the CEO, a Vice President, or Assistant Vice President is traveling to a destination outside of the North American continent and the traveler is scheduled to engage in the business of the Authority within the next business day of arriving at the destination, or if the traveler commences the return trip within the next business day of engaging in the business of the Authority, such reimbursements or advancements may be made based upon Business Class airfare supported by appropriate receipt.
4. Any other Business Class travel for other Authority staff for travel outside of the North American continent must be approved in advance by the department Vice President.
5. All individuals traveling on behalf of the Authority may personally retain their frequent flyer mileage.

---

**D. Registration Fees:**

The traveler will be reimbursed for all registration fees at meetings and conferences, as well as fees for attending events which are not included in the basic registration fee and that directly enhance the public purpose of the Authority's participation at the meeting or conference.

**E. Lodging:**

Hotel or accommodation charges must be at a single occupancy rate and substantiated by an itemized receipt reflecting all charges for the entire stay. The traveler is expected to exercise his or her best judgment and reasonableness in the selection of lodging. The location of the hotel should be as convenient as possible to the place where the business of the Authority will be transacted.

**F. Meals and Incidental Expenses:**

Meals and incidental expenses within the continental United States will be reimbursed in accordance with the General Service Administration (GSA) meals and incidental expenses rate in effect for the destination city on the date travel was initiated. If the destination is not included in the GSA destination guide, the GSA rate for the listed city that is closest to the destination city or county for the destination city will be used.

Meals and incidental expenses for travel outside of the continental United States (including Hawaii, Alaska and Puerto Rico) will be reimbursed in accordance with the current rates as specified in the federal publication "Standardized Regulations (Government Civilians, Foreign Areas)".

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

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

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

**G. Other Travel Expenses:**

Other travel expenses eligible for reimbursement as approved by the Florida Department of Financial Services pursuant to rules adopted by it include fees and tips given to porters, baggage carriers, bellhops or hotel maids, with the expense limited to \$1 per bag not to exceed a total of \$5 per incident; and actual laundry, dry cleaning and pressing expenses for official travel in excess of seven days and where such expenses are necessarily incurred to complete the official business.

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

**H. Foreign exchange rates:**

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

**I. Travel by Personal or Rental Vehicle:**

Board members, the CEO, Vice Presidents and Assistant Vice Presidents are authorized to use their personal vehicle or procure a rental vehicle if necessary to conduct Authority business, without advance approval. Utilization of a rental vehicle by all other Authority employees must be approved in advance of travel in writing by the employee's Vice President.

---

Except for travel within the State of Florida, utilization of a personal vehicle by all other Authority employees must also be approved in advance of travel in writing by the employee's Vice President. Reimbursement of mileage for authorized use of employee's personal vehicle will be at the Internal Revenue Service cents per mile rate in effect at the time of travel. Rental vehicles will be mid-size or smaller, unless three or more travelers are sharing the vehicle. Travelers will select the rental vehicle refueling option anticipated to be the most economical for the Authority.

**J. Travel Report:**

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

**K. Travel by Consultants:**

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

**L. Business Development Purpose:**

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

**M. Business Development Expenses:**

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

**N. Working Meals:**

1. Expenditures for meals during business meetings between Authority employees or between Authority employees and individuals from outside organizations are allowable only (a) when there is a valid business need to have the meeting during a meal time (i.e., schedules will not accommodate the meeting at other times); (b) during periods of extended overtime (i.e. irregular operations, working on the budget or another major project); or (c) periodic full-day or half-day Authority-wide or department strategic planning sessions.

- 
2. Business meals between Authority subordinates and supervisors will be infrequent and will occur only when there is no other time during which the meeting can be scheduled.
  3. Notwithstanding subparagraph 2 above, Executive staff, Directors and Managers may occasionally purchase meals for employees provided the meals are reasonable and for the purpose of conducting Authority business and/or employee recognition. Such purchased meals by Directors or Managers must be approved in advance by the appropriate Vice President.
  4. Meals shall not be provided for recurring meetings (i.e., weekly staff meetings).
  5. Alcoholic beverages expenditures shall not be reimbursed or charged to the Authority under this section.
  6. Reasonable expenditures for meals with Board members are reimbursable provided there is a valid business need to have the meeting during a meal time.
  7. Working meals will be reimbursed upon presentation of appropriate documentation.

[The remainder of this page was intentionally left blank]

---

### Appendix 3 Insurance Requirements

Company will be required to provide an Authority approved insurance certificate that includes all required coverage and limits as outlined below prior to commencement of Services. Failure on Company's part to submit the required insurance to the Authority by the required date may result in cancellation of the purchase order.

A. Self-insurance

Self-insurance will only be accepted upon written request and approval by the Authority. In order for the Company's self-insurance program to be considered, the Company must submit the following documents to the Authority for review and approval within ten (10) calendar days of issuance of the purchase order and prior to commencement of services:

1. An audited financial statement for the most recent completed fiscal year.
2. An explanation of how the program is funded.
3. Number of years the Company has been in business.
4. Size of the Company (based on number of office locations).
5. The total dollar amount of claims paid during the past five (5) years.

B. Insurance Limits and Coverage

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

1. Required Coverage – Minimum Limits

a. Commercial General Liability Insurance

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the Services performed pursuant to this Solicitation will be the amounts specified herein. Coverage will be provided for liability resulting out of, or in connection with, ongoing Services performed by, or on behalf of, the Company under this Solicitation or the use or occupancy of the Authority premises by, or on behalf of, the Company in connection with this Solicitation. 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.

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

b. Workers' Compensation and Employer's Liability Insurance

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

Part One:	"Statutory"
Part Two:	
Each Accident	\$1,000,000



---

Disease – Policy Limit	\$1,000,000
Disease – Each Employee	\$1,000,000

c. Business Automobile Liability Insurance

Coverage will be provided for all owned, hired and non-owned vehicles. Coverage shall be provided on a form no more restrictive than ISO Form CA 00 01. The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Solicitation will be:

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

d. Cyber Liability & Data Storage

The Company shall purchase and maintain, throughout the life of the Purchase Order, 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	\$1,000,000
Annual Aggregate	\$1,000,000
Event Management Expenses	\$1,000,000

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of Services provided 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.

e. Waiver of Subrogation

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

2. Conditions of Acceptance

The insurance maintained by the Company must conform at all times with the Authority’s Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time, and is posted on the Authority website at [www.TampaAirport.com](http://www.TampaAirport.com) > Learn about TPA > Airport Business > Procurement > Additional Supplier Resources – Contractual Insurance Terms and Conditions.

[The remainder of this page was intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals on this \_\_\_\_\_ day of February, 2017.

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**

ATTEST:

BY:

\_\_\_\_\_  
Victor D. Crist, Secretary

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

Address: PO Box 22287  
Tampa FL

Address: PO Box 22287  
Tampa FL

**LEGAL FORM APPROVED:**

WITNESS:

BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
David Scott Knight, Assistant General Counsel

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

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this \_\_\_\_ day of February, 2017, by Robert I. Watkins, in the capacity of Chairman of the Board of Directors and Victor D. Crist 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:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Witness

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

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

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

**SITA INFORMATION NETWORKING COMPUTING USA, INC.**

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledge before me this \_ day of \_\_\_\_\_, 2017, 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)