

Hillsborough County Aviation Authority

## MASTER SOFTWARE AND SERVICES AGREEMENT

COMPANY: FOUR WINDS INTERACTIVE, LLC

Term Date: 5/3/2018 through 5/2/2023

Board Date: 5/3/2018

## MASTER SOFTWARE AND SERVICES AGREEMENT

This Master Software and Services Agreement (hereafter referred to as "Master Agreement") is made and entered into this 3<sup>rd</sup> day of May 2018 between Four Winds Interactive LLC, a Colorado limited liability Company, authorized to do business in the State of Florida, having its principal office at 1221 Broadway Street, Denver, Colorado 80203 ("FWI", "We", "Our" or "Us") and the Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida whose post office address is Post Office Box 22287, Tampa, Florida 33622 (hereafter referred to as "You" or "Your") (collectively hereafter referred to as the "Parties").

### ARTICLE I – INTRODUCTION AND OVERVIEW

**A.** This Master Agreement provides the terms pursuant to which FWI agrees to license our visual communications platform, The Visual Layer™ to You. Except as otherwise expressly agreed to by Us, You are prohibited from re-selling, distributing and/or sublicensing the Visual Communications Software to any third party.

**B.** This Master Agreement is intended to be a comprehensive set of terms that operate in conjunction with individual ordering documents referred to as Opportunity Documents. Opportunity Documents are specific to each individual opportunity and set forth the specific pricing for Visual Communications Software, Professional Services and/or Hardware for that opportunity. The Opportunity Document(s) typically shall include a Quote with a firm fixed price, whenever possible, but in any event shall set a not-to-exceed price for the individual opportunity. The Parties agree to collaborate in good faith to ensure the compliance of FWI with applicable "not to exceed" requirements. The Opportunity Document will include and may also include a Statement of Work, as well as names, titles, and responsibilities of the personnel that will be assigned to the opportunity. The Opportunity Documents schedule may go beyond the termination date of this Master Agreement if necessary to complete the opportunity. Upon agreement between You and FWI to the terms and conditions of the Opportunity Document, You will issue a Purchase Order to FWI to perform the specific items agreed to under the Opportunity Document. No service will be initiated by FWI until FWI receives the Purchase Order which will include the final agreed upon work. Successive Opportunity Document(s) may be issued over time referring back to this same Master Agreement. In this respect, this Master Agreement may include terms that are not applicable to each and every Opportunity, but are none the less included to ensure that terms are in place to cover any future opportunities. If there is a contradiction between this Master Agreement and the Opportunity Document(s), this Master Agreement shall prevail.

**C.** Our visual communications platform is typically comprised of three components: Visual Communications Software, Professional Services and Hardware. The terms pursuant to which FWI agrees to license its proprietary Visual Communications Software to you are set forth in the Software Addendum, which is attached hereto and incorporated herein as Exhibit 1. The terms governing your purchase of Professional Services (including any Third-Party Subscriptions) and/or Hardware from FWI, are set forth in the Professional Services Addendum and the Hardware Addendum, respectively, which are attached hereto and incorporated herein as Exhibit 2 and Exhibit 3, respectively. These Addenda are incorporated into this Master Agreement by reference, as if fully set forth herein. The Definitions for the defined terms utilized in this Master Agreement are set forth in Article II.

**D.** By accepting this Master Agreement by clicking a box indicating Your acceptance or by signing a Quote that incorporates by reference this Master Agreement, You agree to the terms of this Master Agreement. If You are entering into this Master Agreement on behalf of a company or other legal entity, You represent that You have the authority to bind such entity, its employees, authorized agents and affiliates to these terms and conditions, in which case the terms "You" or "Your" shall include such entity, employees, agents and affiliates. If You do not have such authority, or if You do not agree to comply with these terms and conditions, You must not accept this Master Agreement and may not purchase or use the Visual Communications Software, Professional Services or Hardware.

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## ARTICLE II – DEFINITIONS

Capitalized terms utilized within this Master Agreement shall have the following meaning:

- 1) "Authorized Users" shall mean Your direct employees, contractors or agents who are authorized to use the Visual Communications Software subject to the terms and conditions of this Master Agreement.
- 2) "Covered Software" shall mean the Visual Communications Software eligible to receive Maintenance Service.
- 3) "Designated Equipment" shall mean the personal computers, screens and/or other electronic devices supplied to and/or owned by You for which the Visual Communications Software is licensed for use.
- 4) "Documentation" shall mean all manuals, user documentation, and other related materials pertaining to the implementation, use and support of the Visual Communications Software as supplied by FWI, including any documents or data pertinent to the Professional Services and training related thereto. Documentation shall include the descriptions of Visual Communication Software License types and associated pricing set out or incorporated by reference into the Quote.
- 5) "Hardware" shall mean the equipment owned or purchased by You either directly from FWI or through a third party for use with the Visual Communications Software.
- 6) "Hosting Services" shall mean a set of subscription-based, hosted services residing on FWI servers which may, depending upon the architecture chosen by You, include the following: (i) FWI web server; (ii) SQL server database; (iii) FWI Content Manager Express application software; (iv) storage capacity for non-sensitive non-confidential data; (v) FWI Content Store web application; (vi) hosted deployment manifests and deployed assets; and (vii) hosted Integration Framework and adapters.
- 7) "License Key" shall mean the mechanism by which FWI's Visual Communications Software is provided to You in accordance with the terms of the license granted.
- 8) "Maintenance Service" shall mean call-in customer and technical support for diagnostic and error correction of the Visual Communications Software including available patches or solutions, as well as Visual Communications Software updates, bug fixes and enhancement of the Visual Communications Software.
- 9) "New Software Releases" shall mean new releases of Visual Communications Software that may include different or enhanced functionality as may be provided by FWI.
- 10) "Opportunity Document(s)" shall mean the ordering documents entered into between FWI and You that are specific to each opportunity. Opportunity Documents are typically comprised of a Quote, and any Statements of Work, that set forth the specific pricing and scope of the services to be provided for the engagement.
- 11) "Professional Services" shall mean billable professional and technical services to assist with installation, testing, data conversion, on-site support, multi-vendor coordination, multimedia design, sign architecture, project management, and other related services.
- 12) "Professional Services Fees" shall mean the agreed upon and accepted amount to be paid by You for Professional Services as set forth in the Opportunity Document(s) and/or any agreed upon Statement of Work.
- 13) "Proposal" or "Quote" is a component of the Opportunity Document(s) issued by FWI and accepted by You, setting forth the type, quantities and prices for the designated Visual Communications Software, Hardware, Professional Services or other services to be rendered for the particular engagement.
- 14) "Purchase Order" or "PO" shall mean a document which may be issued by You to FWI indicating type, quantities, prices and terms for the designated Visual Communications Software, Hardware, Professional or other services. While FWI shall consider and review Purchase Orders if required by you, the terms on a PO unilaterally issued by you shall have no binding effect on FWI.
- 15) "Site" shall mean the specific properties or locations owned, operated or managed by You for which utilization of the Visual Communications Software has been disclosed and authorized.
- 16) "Statement of Work" or "SOW" is a component of the Opportunity Document(s) and shall mean the documents prepared by FWI describing the scope of the Professional Services to be performed and the responsibilities of the Parties with regard to the Professional Services engagement.

- 17) "Term" shall mean the period of time for which a legally binding contractual commitment remains in place as set forth in the Opportunity Document(s) and this Master Agreement.
- 18) "Third Party Claims" means claims, actions or demands brought by third parties not related to or an agent of the Parties to this Master Agreement.
- 19) "Third Party Subscriptions" shall mean content offered by a third party and procured through FWI at Your request for an additional fee and according to the terms of a license agreement for such content as may be required by such third party.
- 20) "Visual Communications Software" shall mean the FWI proprietary visual communications software identified in the Opportunity Document(s) and licensed to You which may include but not be limited to the iDS Software Platform and/or the Enterprise Visual Communications Platform, Content Manager, Content Player and associated software products proprietary to FWI. Visual Communications Software specifically excludes any third party software which may operate in conjunction with the FWI Visual Communications Platform but are not proprietary to FWI.
- 21) "Visual Communications Software Products" shall mean those visual communications products sold by FWI that leverage specific aspects and functionality of the Visual Communications Software to satisfy a particular use case. The Visual Communications Software Products often include specific professional services and hardware offerings to yield a specific visual experience as detailed in the applicable Opportunity Documents.
- 22) "Visual Communications Software License" shall mean a license granted to You by FWI pursuant to this Master Agreement permitting You to use the Visual Communications Software in accordance with this Master Agreement, the Opportunity Documents, and the Documentation.
- 23) "Visual Communications Software Subscription License Fee" shall mean the agreed upon and accepted amount to be paid by You for the Visual Communications Software on a subscription basis as set forth in the Opportunity Document(s) for a Visual Communications Software License.

### ARTICLE III – FEES AND PAYMENT

#### A. Invoicing and Payment Terms.

- 1) Professional Services. You will pay FWI based on an approved detailed Opportunity Document that includes the project costs and payment schedule. FWI shall provide service and incur costs under this Master Agreement only upon Your request. Payment will be made to FWI for services requested by You as follows:
- a. Hourly Rates  
FWI's published hourly rates at time of request; however, in no event shall the hourly rate for services exceed \$210.
  - b. Reimbursable expenses  
You will reimburse FWI for Your pre-approved expenses.
  - c. Travel expenses  
No out-of-town travel expenses shall be incurred by FWI except upon written request and approval by You or Your designee. Such travel expenses, if approved, will be reimbursed by You and will be paid in accordance with Your Policy P412, Travel and Business Development Expenses.
- 2) **Invoicing and Payments.** You agree to pay all fees arising from Your purchase of Visual Communications Software, Professional Services and/or Hardware in accordance with the payment terms specified herein or agreed to by the Parties in the Opportunity Documents. Except as otherwise specified (i) fees are based on Visual Communications Software Licenses, Professional Services and Hardware purchased and not actual usage; (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant term identified in the Opportunity Document(s).

Invoices will be issued, and charges processed in advance, either annually or in accordance with any different billing frequency stated in the applicable Opportunity Document(s). Unless otherwise stated in the Opportunity Document(s), invoiced charges are due net 30 days, or shorter, from the invoice date. You may elect to issue a Purchase Order as a condition precedent to FWI invoicing you for amounts due. Please understand that any terms included on the Purchase Order which directly or indirectly contradict the terms of this Master Agreement and/or the Opportunity Documents shall have no binding effect on FWI, as the Master Agreement and Opportunity Documents take precedence.

3) The amount to be paid under this Master Agreement shall not exceed \$600,000.

4) Fees

The following fixed fees shall be billed by FWI and payable by You monthly in advance:

Service	Monthly Fee	Qty.	Total five (5) year cost
Enhanced Technical Support	\$ 1,250.00	60	\$ 75,000
Managed Services	\$ 3,520.00	60	\$ 211,200
Enterprise Subscription License	\$ 853.58	60	\$ 51,215

No other charges or costs will be allowed. During each year of this Master Agreement, FWI will submit a monthly invoice by the tenth (10<sup>th</sup>) of the month. For any payment period of less than one month, payment shall be paid on a pro rata basis in the same proportion that the number of days in the payment period bears to the total number of days in the month for which the monthly fee is payable.

B. Invoices

Invoices required by this Master Agreement will be created and submitted by FWI to Your Finance Department via Oracle iSupplier® Portal Full Access in a form acceptable to You and will include at a minimum the invoice date, invoice amount, dates of services, all assigned and on-going project activities during the preceding billing period, and Purchase Order number.

C. Payment Method

FWI 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 Your website at [www.TampaAirport.com](http://www.TampaAirport.com) > Learn about TPA > Airport Business > Procurement > More Information – Electronic Payment Methods. You reserve the right to modify the electronic payment methods and processes at any time. FWI may change its selected electronic payment method during the Term of this Master Agreement in coordination with Your Accounts Payable.

D. Prompt Payment

FWI 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 You. Any exception to this prompt payment provision will only be for good cause with prior written approval by You. Failure of FWI to pay any of its subcontractor(s) accordingly will be a material breach of this Master Agreement.

**1) Overdue Charges and Suspension of Visual Communications Software License Keys, Service and Acceleration.**

The following terms shall apply to any payments that are past due.

a. If any invoiced amount is not received by Us by the due date, then without limiting Our rights or remedies, (i) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower; and (ii) We may condition future renewals and additional purchases by You on paying the amount past due.

b. If any amount owing by You under this Master Agreement, the Opportunity Document(s) or any other negotiated agreement is sixty (60) or more days overdue, We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations for the then-current year so that all such obligations become immediately due and payable, and suspend our Visual Communications Software Licenses to You until such amounts are paid in full. We will give You at least fifteen (15) days' prior notice by email that Your account is overdue before suspending Visual Communications Software Licenses Keys and/or taking the steps identified in this paragraph.

c. We will not exercise Our rights under subsections (a) or (b) above if You are disputing the applicable charges reasonably and in good faith, and are cooperating diligently to resolve the dispute. Interest will continue to accrue on any past due balance but may be waived in FWI's sole discretion upon resolution of the dispute.

**2) Taxes.** Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction

whatsoever (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this Section, we will invoice You and You will pay that amount unless You provide us with a valid tax exemption certificate authorized by the appropriate taxing authority. In those circumstances in which You remit Taxes to Us, We will promptly and in a timely manner remit such Taxes to the appropriate Taxing authority. We are solely responsible for taxes assessable against Us based on Our income, property and employees. You are responsible for Taxes that are assessed for Your use of the Visual Communications Software, Professional Services and Hardware.

3) You may receive access to the Visual Communications Software through temporary license keys prior to Your payment of the Visual Communications Software License Subscription Fee. You acknowledge that such Visual Communications Software License shall be conditional until payment of the Software License Subscription Fee has been received by FWI, and shall terminate for failure to pay. The Visual Communications Software License shall be afforded only for the time period for which the Visual Communications Software Subscription License Fee applies.

4) Beginning with the first year following purchase of the Visual Communications Software, including Maintenance Services, and for each subsequent year thereafter, FWI may increase the Visual Communications Software Subscription License Fee and recurring Professional Services Fees. . FWI shall submit a request for an increase to You ninety (90) days in advance of May 5th of the applicable year. FWI shall provide You the inflationary factory and background data based upon the following formula:

a. 
$$\text{New Fee} = [.75 \times (\text{CPI2} - \text{CPI1}) \div \text{CPI1} + 1] \times \text{Current Fee}.$$

b. "CPI": The Consumer Price Index for the Urban Wage Earners and Clerical Workers, South Region - All Items, Not Seasonally Adjusted, published by the United States Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/>).

c. "CPI1": The published CPI for the month ending twelve (12) months prior to CPI2.

d. "CPI2": The published CPI for the month ending one-hundred fifty (150) days prior to the annual anniversary date of the Term being adjusted.

e. If You desires to request a decrease based upon the above formula, You will submit in writing, no later than ninety (90) days prior to May 5<sup>th</sup> of the applicable year, the inflationary factor and background data to support the decrease. You will notify FWI in writing of any such decrease. In no event shall either the increase or the decrease exceed three percent (3%) in any year.

5) If You elect to purchase through FWI certain Third Party Subscriptions, You acknowledge that the costs of such subscriptions, if any, may be increased at the time and in the manner the increases are received from the third party. FWI shall provide You with advance notice of any such increase promptly after FWI receives any such notice from the third party.

#### D. Placing Orders

1) You may purchase Visual Communications Software License, Professional Services, and/or Hardware by either (i) executing the Opportunity Documents agreed to between the Parties; or (ii) issuing a Purchase Order that is approved and accepted by FWI.

2) In the event You elect to purchase Visual Communications Software License, Professional Services and/or Hardware through issuance of a Purchase Order, the Parties agree that each Purchase Order must:

a. Specify the type and quantity of Visual Communications Software License, Professional Services and/or Hardware purchased;

b. Identify the specific fees applicable to each purchase;

c. in the case of a purchase of Visual Communications Software License, specify the total software subscription term;

d. Reference the Quote number from which the purchase order is generated; and

e. Include a clear reference of this negotiated Master Agreement executed by the Parties and governing the order.

Furthermore, the Parties agree that, in the case of a purchase of Professional Services, FWI reserves its right to request a signed Statement of Work from You for each engagement over twenty-five thousand United States Dollars (\$25,000) as such engagements may require complex scoping.

#### ARTICLE IV – PROPRIETARY RIGHTS AND CONFIDENTIALITY

**A. Ownership.** You acknowledge that all Visual Communications Software and Documentation in any form provided by FWI or made available to You are the property of FWI. You shall have no right, title, or interest to any such Visual Communications Software, Documentation or copies thereof except as provided in this Master Agreement.

**B. FWI Standard Materials and Tools.** You agree that in connection with the provision of Visual Communications Software and/or Professional Services hereunder, FWI may provide or use certain pre-existing materials, information, software components and tools that are proprietary to FWI (collectively, “FWI Standard Materials and Tools”). You acknowledge that We have informed You and have represented and warranted to You that all right, title and interest in and to all pre-existing FWI Standard Materials and Tools is and remains the exclusive property of FWI. FWI retains the right to re-use, transfer, distribute and license to any of its current and future clients any of its FWI Standard Materials and Tools. For avoidance of doubt unless specifically identified as “work for hire” in the Opportunity Document(s), all Visual Communications Software Products and Professional Services provided hereunder shall be considered preexisting FWI Standard Materials and Tools.

**C. Confidentiality.**

**1) Acknowledgement.** You hereby acknowledge and agree that the resources made available to you as it pertains to the FWI Visual Communications Software Products, including the Documentation and the Opportunity Document(s), contain valuable proprietary information and trade secrets of FWI and/or its suppliers, embodying substantial creative efforts and confidential information, ideas, pricing and expressions. Accordingly, You agree to treat (and take precautions to ensure that your employees, contractors, agents and representatives treat) the Visual Communications Software, Documentation and the contents of Opportunity Document(s) as confidential in accordance with the confidentiality requirements and conditions set forth below.

**2) Your Property.** FWI agrees that all assets, content and intellectual property supplied by You (“Your Content and Property”), including any derivative works of your Content and Property, shall remain the exclusive property of You. FWI shall treat (and take precautions to ensure that its employees, contractors, agents and representatives treat) your Content and Property in accordance with the requirements, conditions and exceptions set forth below.

**3) Mutual Obligations Regarding Confidential Information.** The term “Confidential Information” shall mean the information disclosed by either party under this Master Agreement which is in written, recorded, photographic, machine-readable, or other physical form or oral information which may be reduced to writing as soon as practicable after disclosure to the other party and which may be marked or labeled “Confidential”, “Proprietary”, “Sensitive”, or in any other manner indicating its confidential and/or proprietary nature or which is reasonably deemed to be confidential given its nature or the circumstances under which it was shared. Each party agrees to keep confidential all Confidential Information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising a reasonable degree of care in the protection of confidential information); provided, however, that neither party shall have any such obligation with respect to use or disclosure to others not parties to this Master Agreement if such Confidential Information is established to: (a) have been known publicly; (b) have been known generally in the industry before communication by the disclosing party to the recipient; (c) have become known publicly, without fault on the part of the recipient, subsequent to disclosure by the disclosing party; (d) have been known otherwise by the recipient before communication by the disclosing party; (e) have been received by the recipient without any obligation of confidentiality from a source (other than the disclosing party) lawfully having possession of such information which to the reasonable knowledge of the recipient, has legally come into possession of such information; or (f) is required to be disclosed by court order or pertinent law. Notwithstanding the forgoing, in the event You release or disclosure any Confidential Information of FWI pursuant to court order or pertinent law, including but not limited to the Florida Public Records Act, You shall notify FWI in advance of such release or disclosure.

**4) Utilization of Our Confidential Information.** You agree that utilization of FWI’s Proprietary and Confidential Information shall be solely for the purpose of utilizing the Visual Communications Software and shall not be used for any other purpose. Specifically, you shall not use FWI’s Confidential and Proprietary Information to develop or sell software products or services that are competitive with our Visual Communications Software and/or Professional Services as defined in this Master Agreement. Similarly, FWI agrees that it shall access and utilize Your

Proprietary and Confidential Information solely for the purpose of providing the Visual Communications Software and Professional Services set forth in the applicable Opportunity Documents and for no other purpose.

**5) Injunctive Relief.** You acknowledge that the unauthorized use, transfer or disclosure of Confidential Information, including the Visual Communications Software and the Documentation or copies thereof will (i) substantially diminish the value to FWI of the trade secrets and other proprietary interests that are the subject of this Master Agreement; (ii) render FWI's remedy at law for such unauthorized use, disclosure or transfer inadequate; and (iii) cause irreparable injury in a short period of time. If you breach any of your obligations with respect to the use or confidentiality of FWI's Confidential Information, FWI may, in addition to any other legal or equitable rights or remedies which may be available to it, seek and obtain equitable relief against you to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief without necessity of proving actual damages or posting bond.

**D. Non-Solicitation.** During the term of this Master Agreement and for a period of two years thereafter, the Parties agree not to solicit any employee to leave their employment in order to pursue employment with the other Party or to pursue any other engagement outside of their duties and responsibilities with the respective Party.

**E. No Hosting of Confidential or Sensitive Data.** You agree that in utilizing the FWI Visual Communications Platform, the architecture of the solution is critical to enhancing data security protections and compliance with applicable data security laws. Where a use case seeks to display confidential or sensitive data, that substantive data should remain at all times behind your firewall. In this respect, You agree that You shall not push and/or store sensitive, personal identifiable information, health information or any other type of Confidential Information to any environment hosted by FWI, unless such use case and the specific type of data to be deployed has been disclosed and architected by an FWI employee and is set forth in an applicable Statement of Work. Notwithstanding the foregoing, should you provide any form of sensitive data directly to FWI to be utilized by FWI in performing administrative functions relative to Your account, such as billing, then FWI shall treat such sensitive data as Customer Confidential Information.

## ARTICLE V – WARRANTIES

### A. General Warranties.

**1)** FWI represents and warrants that it is the sole owner of the entire right, title, and interest in and to Visual Communications Software, that it has the sole right to grant Visual Communications Software Licenses hereunder, and that it has not granted licenses to any other entity that would restrict rights granted hereunder.

**2)** FWI represents and warrants that the Visual Communications Software, when properly installed and used with the Designated Equipment in accordance with the Documentation, will perform substantially as described in the Documentation provided that: (a) You remain a continuous fully paid subscriber to the Visual Communications Software pursuant to this Master Agreement; (b) You have properly installed all updates provided by FWI; (c) You are using the Visual Communications Software in accordance with FWI's Opportunity Document(s), the Documentation, and this Master Agreement; (d) any error or defect detected is reproducible by FWI such that FWI can examine the claimed error or defect being experienced; and (e) you notify FWI of any nonconformance.

**3)** FWI represents and warrants that it shall use commercially reasonable efforts to provide the Visual Communications Software and Professional Services hereunder in a professional and workmanlike manner substantially in accordance with this Master Agreement and the Opportunity Document(s).

**4)** Notwithstanding the warranty provisions set forth herein, all of FWI's obligations with respect to such warranties shall be contingent on Your use of the Visual Communications Software in accordance with this Master Agreement and in accordance with the Documentation which shall be sent to you sixty (60) days in advance of any modification. FWI shall have no warranty obligations with respect to any failures of the Visual Communications Software which are the result of accident, abuse, misapplication, a change in Your IT platform or infrastructure/data systems, extreme power surge or extreme electromagnetic field.

**5)** FWI's entire liability to You shall be, at FWI's option, either repair or replacement of the Visual Communications Software in a manner that causes it to conform to the warranties given herein, or where FWI is unable or unwilling to repair or replace the Visual Communication Software or Professional Services, as applicable, refund to You the entire amount You paid for the nonconforming component, or where the nonconforming component is required for the operation of the Visual Communications Software in a manner that conforms to the warranty, a refund for all fees paid for all Visual Communication Software, Hardware, and Professional Services; provided FWI received written notice from You of the alleged breach.

**6)** THE WARRANTIES STATED HEREIN ARE THE SOLE AND THE EXCLUSIVE WARRANTIES OFFERED BY FWI. THERE ARE NO OTHER WARRANTIES WITH RESPECT TO THE VISUAL



COMMUNICATIONS SOFTWARE AND DOCUMENTATION OR PROFESSIONAL SERVICES PROVIDED HEREUNDER, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF FWI HAS BEEN INFORMED OF SUCH PURPOSE. NO AGENT OF FWI IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF FWI AS SET FORTH HEREIN.

## ARTICLE VI – INDEMNIFICATION AND LIMITATION OF LIABILITY

### A. Indemnification Obligations.

1) FWI shall indemnify, hold harmless and defend You against any actions brought by a third-party against You to the extent that such action is based on a claim that the Visual Communications Software or Professional Services when used in accordance with this Master Agreement, infringes on any intellectual property right of a third party including without limitation, any patent, trademark, copyright, or misappropriates any third-party trade secret. FWI shall pay all costs of suit (including reasonable attorneys' fees), settlements and damages finally awarded by a court of competent jurisdiction; provided, that You promptly notify FWI in writing of any claim, give FWI sole control of the defense and settlement thereof and provide all reasonable assistance in connection therewith. If any Visual Communications Software is finally adjudged to so infringe, or in FWI's opinion is likely to become the subject of such a claim, FWI shall, at its option, either: (i) make its best efforts to procure for You the right to continue using the Visual Communications Software (ii) modify or replace the Visual Communications Software in a manner that causes the modification or replacement to provide at least the same functionality as that of the infringing Software to make it non-infringing, or (iii) refund to You the fee You paid for the infringing Visual Communications Software and Professional Services, less reasonable depreciation upon return of the Visual Communications Software.

2) FWI will not defend and does not indemnify You from any claim arising out of: (i) use of other than a current, unaltered release of the Visual Communications Software unless the infringing portion is also in the then current, unaltered release, or where, but for the installation of such new release, no such claim would have arisen, (ii) use of the Visual Communications Software in combination with non-FWI software, data or equipment if the infringement was caused by such use or combination, (iii) any modification or derivation of the Visual Communications Software not specifically authorized in writing by FWI where, but for such modification or derivation, no such claim would have arisen, or (iv) use of third party software not supplied, approved or recommended by FWI. THE FOREGOING STATES THE ENTIRE LIABILITY OF FWI AND THE EXCLUSIVE REMEDY FOR YOU RELATING TO INFRINGEMENT OR CLAIMS OF INFRINGEMENT OF ANY COPYRIGHT OR OTHER PROPRIETARY RIGHT BY THE VISUAL COMMUNICATIONS SOFTWARE.

3) Through the use of the Visual Communications Software License granted hereunder, you will display content including Your own content or content procured from external sources. You acknowledge and agree that FWI is not responsible for the legality or accuracy of the particular content You choose to display or the availability of any external content sources. FWI does not endorse any materials available from external sources. You acknowledge and agree that FWI is not liable for any loss or damage which may be incurred by You as a result of the availability of those external sources, or as a result of any reliance placed by You on the completeness, accuracy or existence of any content provided by third party sources. To the extent allowed by law, You shall indemnify and hold harmless FWI, its officers, agents and employees from and against any Third Party Claims, demands, or causes of action whatsoever, including without limitation those arising on account of Your modification (unless such modification was performed by FWI) of the Visual Communications Software or otherwise caused by the content displayed or data, content or intellectual property supplied by You if any, Your subsidiaries or their officers, employees, agents or representatives.

4) To the extent allowed by law, You shall indemnify and hold FWI harmless from, and bear all expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology provided herein. You shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by U.S. regulation or statute, without the prior written consent, if required, of the Bureau of Export Administration of the U.S. Department of Commerce.

### B. Limitation of Liability.

IN NO EVENT WILL FWI BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL FWI'S LIABILITY FOR DAMAGES HEREUNDER EXCEED THE AMOUNTS ACTUALLY PAID BY YOU FOR VISUAL COMMUNICATIONS SOFTWARE UNDER THIS MASTER AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION ARE INTEGRAL TO THE AMOUNT OF CONSIDERATION LEVIED IN

CONNECTION WITH THIS MASTER AGREEMENT, AND YOU FURTHER ACKNOWLEDGES THAT FWI'S PRICING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN.

**ARTICLE VII - GENERAL TERMS**

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

1) Required Coverage – Minimum Limits

Commercial General Liability Insurance

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Master Agreement will be the amounts specified herein. Coverage will be provided for liability resulting out of, or in connection with, Your ongoing operations performed for, or on Your behalf, by FWI under this Master Agreement or the use or occupancy of Your premises for, or on Your behalf, by FWI in connection with this Master Agreement. Base coverage form will be at least as broad as 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.

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

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

3) Business Automobile Liability Insurance

Coverage will be provided for all owned, hired and non-owned vehicles. Base coverage form will be at least as broad as ISO Form CG 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 Agreement will be:

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

Such insurance will be provided on a form acceptable to You and maintained throughout this Master Agreement and for three years following completion of this Master Agreement. Coverage will include all work of FWI. The limits of coverage will not be less than:

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

5) Cyber Liability & Data Storage

FWI shall purchase and maintain, throughout the life of this Master 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	\$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.

6) Waiver of Subrogation

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

B. Conditions of Acceptance

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

C. **Marketing License.** You grant to FWI a worldwide, royalty-free, non-transferable, and non-exclusive limited license to use Your Brand Features and Your non-confidential content for the sole purpose of publicizing or advertising that You are using FWI Visual Communications Software and the FWI Visual Communications Platform (for example, by using Your marks in presentations, marketing materials, customer lists, financial reports and website listings, or by creating marketing or advertising materials that show screenshots in which Your non-confidential visual communications are featured).

D. **License to Limited Customer Analytics and Usage Data.** Your utilization of the FWI visual communications platform generates usage data and analytics relative to frequency of use and amount of contact with interactive screens. Through utilization of the FWI Visual Communications Platform You grant to FWI a worldwide, royalty-free, non-transferable, and non-exclusive limited license to use such data and analytics for the sole purpose of measuring trends and frequency of interaction with the visual communications network.

E. **Term and Termination.**

1) **Term of Purchased Subscriptions.** The Term of each Visual Communications Software License subscription, and any related Professional Services subscriptions, shall be as specified in the applicable Opportunity Document(s). Unless specified otherwise in an Opportunity Document(s), the Term applicable for recurring Visual Communications Software subscriptions and Professional Service subscriptions shall be Five (5) years.

2) **Termination.** Either Party may terminate this Master Agreement, and/or any Opportunity Document(s), without cause, by giving thirty (30) days advance written notice to the other Party. However, if You terminate this Master Agreement or any Opportunity Document(s) pursuant to this Paragraph 2 before the expiration of the first-year anniversary of the applicable Opportunity Document, You shall pay to FWI an early termination fee in an amount equal to the balance (if any) of fees for such terminated license or services that would be owed through the end of such first year had You not elected to so terminate pursuant to this Paragraph 2. The termination shall not affect Your obligation to pay FWI for services performed before the termination date of the Master Agreement or the applicable Opportunity Document.

3) You do not guarantee work or any work to FWI during the Term of this Master Agreement.

4) **Effect of Termination.** Subject to the remedies available to You at law or equity, in no event will termination relieve You of Your obligation to pay any fees payable to Us for the period prior to the effective date of termination.

5) **Surviving Provisions.** Sections IV and VII shall survive any termination or expiration of this Master Agreement.

6) **Obligations on Termination.** Within thirty (30) days after termination of this Master Agreement or the Visual Communications Software License granted hereunder, You shall (i) cease and desist all use of the Visual

Communications Software and Documentation, (ii) remove all full or partial copies of the Visual Communications Software from your equipment, including any archive or backup copies, and (iii) provide a written declaration to FWI of Your compliance with this provision. If You do not comply with Your obligations on termination, FWI may in its sole discretion disable the Visual Communications Software and pursue all remedies available hereunder or at law to obtain Your compliance with this provision.

F. **Notice.** All notices, authorizations, and requests in connection with this Master Agreement shall be deemed given (i) five days after being deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (ii) one day (two days if international) after being sent by overnight courier, charges prepaid; and addressed to the notice address indicated below:

**TO AUTHORITY:**  
(MAIL DELIVERY)  
HILLSBOROUGH COUNTY AVIATION AUTHORITY  
TAMPA INTERNATIONAL AIRPORT  
P.O. BOX 22287  
TAMPA, FLORIDA 33622-2287  
ATTN: CHIEF EXECUTIVE OFFICER

**TO COMPANY:**  
(MAIL DELIVERY)  
FOUR WINDS INTERACTIVE, LLC  
1221 Broadway Street  
Denver, Colorado 80203  
ATTN: CHRIS HILL

**OR**

(HAND DELIVERY)  
HILLSBOROUGH COUNTY AVIATION AUTHORITY  
TAMPA INTERNATIONAL AIRPORT  
4160 GEORGE J. BEAN PARKWAY  
SUITE 2400, ADMINISTRATION BUILDING  
TAMPA, FLORIDA 33607-1470  
ATTN: CHIEF EXECUTIVE OFFICER

(HAND DELIVERY)  
FOUR WINDS INTERACTIVE, LLC  
1221 Broadway Street  
Denver, Colorado 80203  
ATTN: CHRIS HILL

G. **Entire Agreement.** This Master Agreement, together with the Opportunity Document(s), and any Exhibits attached thereto, contain the entire understanding and agreement between the Parties respecting the subject matter hereof. This Master Agreement, any Opportunity Document(s) and any such Exhibits may not be supplemented, modified, amended, released or discharged, and no additional or prior terms shall apply, except by an instrument in writing signed by each Party's duly authorized representative. For the avoidance of doubt, this Master Agreement shall supersede any additional or different terms contained in Your Purchase Order. Any waiver by either Party of any default or breach hereunder shall not constitute a waiver of any provision of this Master Agreement or of any subsequent default or breach of the same or a different kind.

H. **Independent Contractor Status.** Each Party is an independent contractor in relation to the other Party with respect to all matters arising under this Master Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the Parties.

I. **Assignment.** Neither this Master Agreement nor any rights or obligations hereunder may be transferred or assigned without the other Party's prior written consent, which shall not be unreasonably withheld, and any attempt to the contrary shall be void. Notwithstanding the foregoing, FWI may assign this Master Agreement and any applicable Opportunity Document(s) and/or any rights and/or obligations hereunder to: (i) any successor by merger, acquisition, consolidation or other corporate restructuring; (ii) any parent or majority owned subsidiary; or (iii) any entity which acquires all or substantially all of FWI's assets.

J. **Choice of Law, Venue and Process.**

**For Customers with a principal place of business located within the United States, the following jurisdiction and choice of law provision shall apply:**

This Master Agreement and any Opportunity Documents issued related to this agreement shall be governed by and construed in accordance with the substantive laws of the United States and Florida, without regard to conflicts of law principles. The parties may initiate any litigation and/or dispute resolution proceeding in the State of Florida only and irrevocably consent to the exclusive personal jurisdiction therein.

K. **Mediation.**

1) The Parties agree to attempt to resolve any dispute, claim or controversy arising out of or relating to this Master Agreement by mediation. The Parties further agree that their respective good faith participation in

mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration or other dispute resolution procedures.

**2)** Either Party may commence the mediation process by providing to the other Party written notice, setting forth the subject of the dispute, claim or controversy, and the relief requested. Within ten (10) days after the receipt of the foregoing notice, the other Party shall deliver a written response to the initiating Party's notice. The initial mediation session shall be held within thirty (30) days after the initial notice. The Parties agree to share equally the costs and expenses of the mediation (which shall not include the expenses incurred by each party for its own legal representation in connection with the mediation).

**L. Counterparts and Electronic Signatures.** Delivery of an executed counterpart of this Master Agreement or any Opportunity Document(s) by facsimile or email shall be effective as delivery of a manually executed counterpart of this Master Agreement. The execution of this Master Agreement, Opportunity Document(s) or any exhibit thereto by electronic signature shall constitute a valid and binding signature.

**M. Captions.** All captions and headings in this Master Agreement are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

**N. Severability.** If any provision of this Master Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**O. Non-Discrimination.**

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

1) FWI 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 Agreement.

2) **Civil Rights.** FWI, with regard to the work performed by it under this Master 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. FWI 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 Master Agreement, FWI, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- a. 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);
- b. 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);
- c. 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);
- d. 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;
- e. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- f. 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);
- g. 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);

- h. 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;
  - i. 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);
  - j. 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;
  - k. 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, FWI must take reasonable steps to ensure that LEP persons have meaningful access to FWI's programs (70 Fed. Reg. at 74087 to 74100); and
  - l. Title IX of the Education Amendments of 1972, as amended, which prohibits FWI from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- 3) In all solicitations either by competitive bidding or negotiation made by FWI 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 FWI of FWI's obligations under this Master Agreement and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
  - 4) FWI 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 You or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of FWI is in the exclusive possession of another who fails or refuses to furnish this information, FWI will so certify to You or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
  - 5) In the event of FWI's non-compliance with the non-discrimination provisions of this Master Agreement, You will impose such contractual sanctions as You or the FAA may determine to be appropriate, including, but not limited to, withholding of payments to FWI under this Master Agreement until FWI complies, and/or cancellation, termination or suspension of this Master Agreement, in whole or in part.
  - 6) FWI will include the provisions of Paragraphs 1 through 5, of this Section in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued thereto. FWI will take such action with respect to any subcontract or procurement as You or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event FWI becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, FWI may request You to enter into such litigation to protect the interests of You and, in addition, FWI may request the United States to enter into such litigation to protect the interests of the United States.
  - 7) FWI assures that in the performance of its obligations under this Master 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 FWI, 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. FWI, if required by such requirements, will provide assurances to You that FWU will undertake an affirmative action program and will require the same of its subconsultants.

**P. Non-Exclusive.**

FWI acknowledges that You have, or may hire, others to perform work similar to or the same as that which is within FWI's Scope of Work under this Master Agreement. FWI further acknowledges that this Master Agreement is not a guarantee of the assignment of any work and that the assignment of work to others is solely within Your discretion.

**Q. Default and Termination.**

1) Events of Default

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

- a. The failure or omission by FWI to perform its obligations under this Master Agreement or the breach of any terms, conditions and covenants required herein.
- b. The conduct of any business or performance of any acts not specifically authorized in this Master Agreement, failure to perform any of the provisions of this Master Agreement, or any other agreement between You and FWI, and FWI's failure to discontinue that business or those acts within ten (10) days of receipt by FWI of Your written notice to cease said business or acts.
- c. The divestiture of FWI's estate herein by operation of law, by dissolution, or by liquidation, not including a merger or sale of assets.
- d. The appointment of a Trustee, custodian, or receiver of all or a substantial portion of FWI's assets; or the insolvency of FWI; or if FWI will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof, including the filing by FWI of a voluntary petition of bankruptcy or the institution of proceedings against FWI for the adjudication of FWI as bankrupt pursuant thereto.
- e. FWI's violation of Florida Statute Section 287.133 concerning criminal activity on contracts with public entities.

2) Your Remedies

In the event of any of the foregoing events of default enumerated in this Article, and following ten (10) days notice by You and FWI's failure to cure, You, at Your election, may exercise any one or more of the following options or remedies, the exercise of any of which will not be deemed to preclude the exercise of any other remedy herein listed or otherwise provided by statute or general law:

- a. Terminate FWI's rights under this Master Agreement and, in accordance with law, FWI will remain liable for all payments or other sums due under this Master Agreement and for all damages suffered by You because of FWI's breach of any of the covenants of this Master Agreement; or.
- b. Declare this Master Agreement to be terminated, ended, null and void.

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

3) Continuing Responsibilities of FWI

Notwithstanding the occurrence of any event of default, FWI will remain liable to You for all payments payable hereunder and for all preceding breaches of this Master Agreement. Furthermore, unless You elect to cancel this Master Agreement, FWI will remain liable for and promptly pay any and all payments accruing hereunder until termination of this Master Agreement.

4) FWI's Remedies

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

In the event it is determined by a court of competent jurisdiction that You have wrongfully terminated this Master Agreement, such termination shall automatically be deemed a termination for convenience.

**R. Accounting Records and Audit Requirements.**

1) Books and Records

In connection with payments to FWI under this Master Agreement, it is agreed FWI will maintain full and accurate books of account and records customarily used in this type of business operation. FWI will maintain such books and records for five years after the end of the Term of this Master Agreement. Records include, but are not limited to, books, documents, papers, and records of FWI directly pertinent to this Master Agreement. FWI will not destroy any records related to this Master Agreement without Your express written permission.

2) Financial Reports

FWI will submit all financial reports specifically and directly related to FWI's performance of its obligations under this Master Agreement reasonably required by You in the form and within the time period required by You.

3) Your Right to Perform Audits, Inspections, or Attestation Engagements

At any time or times during the Term of this Master Agreement or within three years after the end of this Master Agreement, but not more than once per year, You, or your duly authorized representative, will be permitted to initiate and perform audits, inspections or attestation engagements over FWI's records, which are specifically and directly related to FWI's performance of its obligations under this Master Agreement, for the purpose of determining payment eligibility under this Master Agreement or over selected operations performed by FWI under this Master Agreement for the purpose of determining compliance with this Master Agreement.

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

FWI agrees to deliver or provide access to all records which are specifically and directly related to FWI's performance of its obligations under this Master Agreement, requested by Your 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 which are specifically and directly related to FWI's performance of its obligations under this Master Agreement, requested during the engagement within seven (7) calendar days of each request. The Parties recognize that You will incur additional costs if records requested by Your 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 You 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 FWI has overcharged You, FWI will re-pay You for such overcharge and You may assess interest up to twelve percent (12%) on the overcharge from the date the overcharge occurred. If it is determined that FWI has overcharged You by more than seven (7) percent for the period under consideration, FWI will also pay for the entire cost of the engagement.

FWI will include a provision providing You 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 Agreement.

**S. Data Security.**



FWI will establish and maintain safeguards against the destruction, loss or alteration of Your data or third party data that FWI may gain access to or be in possession of in providing the services of this Master Agreement. FWI will not attempt to access, and will not allow its personnel access to, Your data or third party data that is not required for the performance of the services of this Master Agreement by such personnel.

FWI and its employees, vendors, subcontractors, and sub-consultants will adhere to and abide by the security measures and procedures established by You while engaging in any activities that occur within Your owned, operated, or managed facilities, and any terms of service agreed to by You with regards to data security. In the event FWI or FWI's subcontractor (if any) discovers or is notified of a breach or potential breach of security relating to Authority data or third party data, FWI will promptly:

- 1) Notify You of such breach or potential breach; and
- 2) If Your applicable data or third party data was in the possession of FWI at the time of such breach or potential breach, FWI will investigate and cure the breach or potential breach.

**T. Compliance With Laws, Regulations, Ordinances, Rules.**

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

**U. Compliance with Chapter 119 Florida Statutes Public Records Law.**

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

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

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

V. **Agreement Made in Florida.**

This Master Agreement has been made in and shall be construed in accordance with the laws of the State of Florida. All duties, obligations and liabilities of You and FWI related to this Master Agreement are expressly set forth herein and this Master Agreement can only be amended in writing and agreed to by both Parties.

W. **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 Agreement as a condition precedent to the granting of funds for the improvement of the Airport, FWI agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Master Agreement as may be reasonably required to obtain such funds; provided, however, that in no event will FWI be required, pursuant to this paragraph, to agree to an increase in the charges provided for hereunder.

X. **Organization and Authority To Enter into Agreement.**

The undersigned representative of FWI hereby warrants and certifies to You that FWI 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 Agreement by his or her signature thereto and neither FWI, its officers or any holders of more than five percent (5%) of the voting stock of FWI have been found in violation of Florida Statute Section 287.133, concerning Criminal Activity on Agreements with Public Entities. If FWI is a corporation whose shares are not regularly and publicly traded on a recognized stock exchange, FWI represents that the ownership and power to vote the majority of its outstanding capital stock belongs to and is vested in the officer or officers executing this Master Agreement.

**EXHIBIT 1**  
**SUBSCRIPTION SOFTWARE ADDENDUM**

This Addendum sets forth the terms and conditions which will govern the Visual Communications Software License granted to You. Unless expressly permitted in an Opportunity Document, You are expressly prohibited from re-selling, distributing and/or sublicensing the Visual Communications Software.

**A. Licensing Terms.**

**1) Subscription License to Visual Communications Software.** Upon payment of the applicable Visual Communications Software Subscription License Fee, FWI hereby grants to You, and Your Authorized Users, during the Term set forth on the Opportunity Document(s), a nonexclusive, limited, non-transferable (except as set forth in the Master Agreement), Visual Communications Software License as identified on the Opportunity Document(s) to be utilized at an authorized Site in accordance with the terms set forth on the applicable Opportunity Documents. Visual Communications Software Licenses may be added during a Subscription Term as set forth in the Opportunity Document(s).

**2) Permissible Use and Usage Limits.** FWI offers different types of Visual Communications Software Licenses and Visual Communication Software Products to satisfy various use cases. The specific uses afforded for each type of Visual Communications Software License and/or Product are set out in the Opportunity Document(s) and in the Documentation. Nothing within the grant of a Visual Communications Software License affords You the right to broadcast content to unlimited endpoints unless such right is expressly afforded in the individual Visual Communications Software License purchased, which shall depend upon the use case at issue.

You agree to utilize each Visual Communications Software License and Visual Communication Software Products in accordance with its stated terms. You also agree to permit FWI, upon reasonable advance written notice, to audit at its sole discretion Your use of the Visual Communications Software Licenses purchased to ensure such Visual Communications Software Licenses are being utilized in accordance with their stated terms as set forth in this Agreement, the Opportunity Document(s) and the Documentation. Such audits shall be limited to the use of the Visual Communications Software. FWI shall cooperate with You to perform such audit at a time and in a manner that does not significantly disrupt Your operations. You shall be responsible for any additional fees attributed to a failure to comply with permissible usage.

You shall utilize the Visual Communications Software exclusively for the purpose identified in the Opportunity Documents and Documentation and for no other purpose. Specifically, you shall not utilize the Visual Communications Software to compete with FWI as it relates to other visual communications software.

**3) Use Restrictions.** You are responsible for all activities that You conduct when using the Visual Communications Software. You shall use the Visual Communications Software in compliance with applicable law and shall not: (i) copy, rent, sell, lease, distribute, pledge, assign, or otherwise transfer, or encumber rights to the Visual Communications Software, or any part thereof, or use it for the benefit of any third party, or make it available to anyone other than as afforded by this Agreement: (ii) send or store, to an FWI hosted environment, any data subject to the Health Insurance Portability and Accountability Act, Gramm-Leach-Bliley Act, or the Payment Card Industry Data Security Standards; (iii) send or store, to an FWI hosted environment, infringing or unlawful material; (iv) send or store, on an FWI hosted environment, Confidential Information, Personal Health Information, Personal Identifiable Information, viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (v) attempt to gain unauthorized access to, or disrupt the integrity or performance of, an FWI hosted environment, or the data contained therein;; or (vi) access and, or, use the Visual Communications Software, and, or, an FWI hosted environment, for the purpose of building a competitive software, product, platform or service or copying its features or user interface. The only exception to this restriction shall be as set forth in Article IV (E) of this Master Agreement.

**4) Transfer of Licenses.** A Visual Communications Software License is generally non-transferable. However, a Visual Communications Software License may be transferred by You to alternate equipment at the Site without payment of a transfer or replacement fee if, upon request by FWI and allowing a reasonable time for You to comply with such request, You (i) identify the equipment at the Site to which the Visual Communications Software License shall transfer; and (ii) certify to FWI that the Visual Communications Software License transferred or replaced has been uninstalled and/or removed from such equipment and is no longer in use by You.

**5) Source Code.** The source code for the Visual Communications Software is not licensed hereunder.

**6) Unauthorized Copies.** You shall not make copies of the Visual Communications Software in whole or in part, except as expressly permitted by FWI; provided however, You may make and use a backup or archival copy of our Documentation and any executable related to the Visual Communications Software.

**B. Ownership of Intellectual Property Rights and Limitations on Visual Communications Software License Granted.**

All copies of the Visual Communications Software in any form provided by FWI or made by You as permitted herein, are the sole property of FWI. You shall have no right, title, or interest to any such Visual Communications Software or copies thereof except as provided in this Master Agreement, and further shall secure and protect all Visual Communications Software and Documentation consistent with maintenance of FWI's proprietary rights therein.

**1) Reverse Engineering.** You shall not reverse engineer, decompile, disassemble or otherwise attempt to derive the source code, techniques, processes, algorithms, know-how or other information from the binary code portions of the Visual Communications Software (collectively, "Reverse Engineering") or permit or induce the foregoing. If however, directly applicable law prohibits enforcement of the foregoing, including as permitted by the Copyright Act, You may engage in Reverse Engineering solely for purposes of obtaining such information as is necessary to achieve interoperability of independently created software with the Visual Communications Software, or as otherwise and to the limited extent permitted by directly applicable law, but only if: (a) Reverse Engineering is strictly necessary to obtain such information; and (b) You has first requested such information from FWI and FWI failed to make such information available (for a fee or otherwise) under reasonable terms and conditions. Any information supplied to or obtained by You under this section is Confidential Information of FWI subject to Article IV(C) of this Master Agreement, may only be Used by You for the purpose described in this section, and will not be disclosed to any third party or used to create any software which is substantially similar to the expression of the FWI Visual Communications Software Products or platform.

**2) Distribution.** Distribution, publication or public display of the Visual Communications Software by you is prohibited except as expressly permitted by this Master Agreement and applicable Opportunity Document(s).

**3) Derivative Works.** Except as permitted by the Opportunity Document(s), You shall not create derivative works, install or otherwise use copies or any portion of the Visual Communications Software beyond the number of Visual Communications Software Licenses for which You have paid FWI a Visual Communications Software Subscription License Fee. To the extent any such derivative works are created, they are the exclusive property of FWI.

**4) Proprietary Notices.** You shall respect and not remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, branding or legend appearing on any of the Visual Communications Software or output generated by the Visual Communications Software, and shall reproduce and include the same on each copy of the Visual Communications Software.

**C. Visual Communications Software Delivery and Issuance of License Key.**

**1)** FWI shall deliver the Visual Communications Software electronically, by "load and leave" or by another method that delivers the Visual Communications Software without providing You the Visual Communications Software on a compact disk (CD), digital video disk (DVD), flash drive or similar device. A License Key shall be issued corresponding to the Limited License(s) purchased.

**2)** The Documentation which describes the Visual Communications Software, the types of Visual Communications Software Licenses purchased, its features, functionality, approved utilization and use terms shall be attached to the Quote as part of the Opportunity Documents and delivered via an email link. You may make additional copies of the Documentation for archive and training purposes.

**D. Modifications and Updates to Visual Communications Software.**

**1) Updates and Error Corrections to FWI Software.** FWI reserves the right to periodically perform error corrections, bug fixes, patches or other updates to the Visual Communications Software in accordance with the Software Maintenance Services set forth in Section E below. All error corrections, bug fixes, patches, updates or other modifications shall automatically be considered part of the licensed Visual Communications Software, subject to the provisions of this Master Agreement, and shall be the sole property of FWI.

**2) No Responsibility for Updates or Bug Fixes to Operating Systems, Third Party Software or Content Feeds Used in Conjunction with the FWI Software Platform.** While FWI is responsible for updates and error corrections to its proprietary Visual Communications Software, FWI is not responsible to maintain or update the operating systems or other types of third party software or content systems that You may choose to access or utilize in conjunction with the FWI Visual Communications Software. Specifically, while You may choose to retain FWI to configure hardware and content player devices to Your specifications with the operating system and third party software of Your choice, FWI takes no responsibility to update or maintain those operating systems or third party software, including any malware protection. Further, FWI recommends that You incorporate any content players and

devices into Your standard end-point hardening baselines, patch deployment programs, and corporate malware protection protocols.

**3) New Releases.** New Software Releases are included with the Visual Communications Software Subscription License Fee, provided You are current with Your Visual Communications Software Subscription License Fee at the time of the New Software Release. However, You acknowledge that Your specific data security requirements or the architecture of Your particular environment may in some situations preclude You from implementing these new releases. To the extent such circumstances arise, FWI agrees to work with You in good faith to maximize Your access to future enhancements without compromising Your chosen architecture or data security requirements.

**E. Visual Communications Software Maintenance Services and Options.**

**1) Hosted and On Premises Models.** FWI offers a database and infrastructure hosting service as well as an option to install various components of this database and infrastructure on premises. The specific terms governing the installation method chosen by You shall be set forth in the applicable Opportunity Document(s). If a hosted model is chosen, Your data may be stored and accessed via a shared server or a dedicated server according to Your data security needs and as described in the Opportunity Document(s).

**2)** FWI may, without liability, suspend the Visual Communication Software or its FWI hosted environments to the extent necessary to address the following circumstances: (a) following a possible or actual security breach or cyber-attack on FWI, (b) in order to protect FWI's systems; (c) if required by a governmental entity or law enforcement agency; or (d) upon the effective date of termination or expiration of the Master Agreement. You shall receive written notification of such suspension, including the basis of such suspension within two (2) hours of such occurrence. FWI will provide You written notification of its resolution within five (5) five days of the initial occurrence.

**3) Maintenance and Support.** Software Maintenance Service shall be provided by FWI to You as part of Your Visual Communications Software Subscription License Fee and in accordance with the terms of the applicable Opportunity Documents.

**4) Standard Maintenance Services.** FWI's standard Software Maintenance Service includes the following:

**a. Visual Communications Software Upgrades.** FWI shall support any updates to the Visual Communications Software which may include but are not limited to enhancements or bug fixes for Your existing version of software during the Term of the Visual Communications Software subscription.

**b. Website Service and Software Upgrades.** FWI shall provide You with access to FWI's web site which contain reference materials and provide You the opportunity to electronically access, install and download upgrades to the Visual Communications Software as they are made available. You agree to perform such upgrades according to FWI release notes within a reasonable time, but no later than the support expiration date for the prior Visual Communications Software upgrade. A Visual Communications Software upgrade will at a minimum be supported for six (6) months after issuance of the next replacement upgrade. FWI reserves the right to discontinue a Covered Software product, and will notify You about the remaining service period by publication on FWI's website. You shall observe all security requirements and shall not allow others to share Your website account.

**c. Call-In Maintenance Service for Visual Communications Software.** In accordance with the applicable Opportunity Documents, Maintenance Service is available to you seven (7) days a week, twenty-four (24) hours a day. Service levels shall be in accordance with the Enhanced Services Levels Addendum included herein.

**5) Beta Testing.** Any beta or pre-release software offered by FWI shall not be eligible for the Software Maintenance Service. FWI shall not charge You for Beta or development licenses.

**F. Third Party Subscription Offerings.**

**1) Third Party Software License Fees and Product Subscriptions.** FWI offers the opportunity to purchase a variety of third party content, product and management services which may or may not include third party software. If You choose to subscribe through FWI to a third party subscription service, FWI grants to You a nonexclusive license according to the terms of such Third Party, and You hereby agree to pay the subscription fees and abide by the specific licensing terms of that third-party as set forth in the applicable Opportunity Document(s), and/or click-through licensing terms. These third party products or software, while operating in conjunction with the FWI Visual Communications Software, are separate and distinct from the FWI Visual Communications Software, and

FWI expressly disclaims any representations and warranties related to these third party products, as well as any obligations to upgrade or support these products.

Other than the content made available to You through FWI Store, it is understood that You bear direct responsibility for the particular content You choose to display or otherwise utilize in the visual communications network. While FWI may configure and design the manner in which content may be displayed, the particular content accessed and chosen, and the manner in which it is displayed, stored and accessed is the sole responsibility of You, for which FWI takes no responsibility and makes no representations as to accuracy, legality or accessibility. FWI further disclaims any responsibility to maintain or store any usage statistics for the benefit of You for any particular period of time. You retain all rights, title and interest as applicable in and to the content You furnish to FWI and FWI will not have any interest in, or right to use, the same.

**EXHIBIT 2**  
**PROFESSIONAL SERVICES ADDENDUM**

FWI offers Professional Services to help You (1) Plan Your visual communications strategy (ii) Implement Your visual communications platform through customized Statements of Work, training, and sign building; and (iii) Manage Your visual communications network to assist You in maximizing Your visual communications platform to its fullest potential.

**A. Overview of FWI Professional Services**

The Professional Services offered by FWI are designed to support You in each phase of the solution, from consulting on visual communications strategy at the outset, to implementation, and finally to on-going support and management of the entire visual communications platform. The Professional Services offered shall be performed in a workmanlike manner and consistent with generally accepted industry standards. While You may choose to manage Your own visual communications network, FWI offers You the ability to out-source this responsibility to us through various managed services offerings as described more fully in the Opportunity Documents.

**B. The Terms and Conditions Which Govern FWI Professional Services.**

Each of our Professional Service engagements is individualized to address Your particular needs and goals. Any successful implementation requires a collaborative effort between You and FWI to ensure that roles are clearly defined and that necessary tasks are identified and completed. FWI outlines these issues and estimated time lines in our customized Statements of Work. Listed below are those standard terms that generally apply to all of Our Professional Services engagements.

**1) Third Party Engagements:** If You choose to identify and purchase Your own Hardware, or implement the Visual Communications Software either yourself or through a third party other than FWI or one of its authorized subcontractors, FWI takes no responsibility for the appropriateness, quality or efficacy of the Hardware purchased or professional services provided.

**2) Responsibility for Content Chosen:** Through the use of FWI's Visual Communications Software, You have the ability to display content of Your choice, including content which You own, as well as content which you may have procured from external sources. You acknowledge and agree that FWI is not responsible for the legality or accuracy of the content You choose to display except if such content has been specifically created by FWI as a Professional Service to You and for which FWI has been paid. While certain third party content sources may be purchased through FWI, the parties agree that FWI is not responsible and does not warrant the continued availability of any such third party content sources. Nor does FWI endorse any materials available from such third party sources. You acknowledge and agree that FWI is not liable for any loss or damage which may be incurred by You as a result of the availability of those third party content sources, or as a result of any reliance placed by You on the completeness, accuracy or existence of third party content sources.

**3) Out of Scope Items.** The following is a list of those items that are generally outside of the scope of our Professional Services engagements, unless expressly stated otherwise in the applicable Statement of Work:

- a. Any software features/functionality not based on current Visual Communications Software versions available at the time of implementation kickoff.
- b. Data migration or data entry.
- c. Any features demonstrated during the sales process but not specifically mentioned in the Statement of Work.
- d. Decryption or redistribution of live video or data streams.
- e. Creation of any original content such as logos.
- f. Converting content into file formats compatible with Content Manager/Content Player.
- g. Network configurations.
- h. Modifications required to the project plan which are caused by aspects of Your environment not previously disclosed or otherwise unknown.
- i. Works Made for Hire, as that term is defined in the United States Copyright Act, 17 U.S.C.Â § 101)

**4) Project Assumptions.** Below is a list of standard Project Assumptions governing Our Professional Services engagements, unless specifically stated otherwise in the applicable Statement of Work:

- a. If not purchased separately, You agree to be responsible for completing the Visual Communication Software configuration of all PCs and meeting FWI configuration guidelines prior to implementation.

b. Professional Services hours estimated under a Statement of Work include efforts to troubleshoot any defects in Your systems, but are limited to only the Hardware and Visual Communications Software provided by FWI. You acknowledge that any failures that are directly attributable to Hardware provided by You or other factors in Your environment, such as network, physical infrastructure, etc., may result in additional Professional Services fees.

c. If, during the implementation, You introduce new stakeholders and/or project resources, or Your existing team members are not available for required approvals and reviews, additional Professional Services hours and/or expanded implementation timeframes may be required.

d. If You require the project to be put on hold for any reason, You will be responsible for all Professional Services hours utilized before notification is received. All projects that are removed from hold will be subject to new schedules, timeframes, and resource assignments. Additionally, after ninety (90) days, projects may require re-engagement to include re-scoping.

e. Remote access for Content Manager is required to be confirmed a minimum of two (2) weeks in advance of scheduled training.

f. A cancellation penalty equal to 100% of estimated hours will apply to any training time not rescheduled at least 24 hours in advance for remote training or at least seven (7) days in advance for onsite training, with the exception for cancellations due to an emergency.

**5) Customer Responsibilities.** All Professional Services engagements require collaboration between You and FWI. The estimated time frames set forth in a Statement of Work are dependent upon You timely performing the responsibilities assigned. Estimated timelines can be adversely impacted when these responsibilities are not completed on a timely basis. The following tasks are Customer Responsibilities relative to any FWI implementation, unless expressly stated otherwise in the applicable Statement of Work:

a. You are responsible for dedicating one named Project Manager to be responsible for the implementation, provide the required approvals, and work directly with the FWI implementation team.

b. You will provide all content, approvals, and project reviews according to the agreed upon project plan in the Statement of Work.

c. You are responsible for identifying the particular font or typeface to be utilized on Your digital signage. FWI shall not be responsible for any claims arising from the use of fonts or typefaces designated by You for use.

d. You are responsible for network configurations which, depending on Your desired configuration, may include adding Player PCs or servers to Your domain.

e. You agree to provide a secure storage location for all equipment shipped to Your location.

f. You agree to provide adequate ventilation for all Hardware used in visual communication network.

g. If You wish to use Your own MS Office Site License, You will provide registration number to FWI's Professional Services group before final Hardware is shipped.

h. You agree to provide availability of at least one individual who has administrative privileges on the network for the full duration of the installation.

i. You agree to provide PC or server for Content Manager and Content for signage network.

j. You ensure that all Hardware that You provide meets FWI Hardware requirements.

k. You acknowledge that audio will be supported if speakers are provided by You and if Your chosen content has audio elements.

l. You agree to take the necessary steps to ensure that Your existing network infrastructure is in place and will support the visual communication network deployment.

**6) Changes To the Scope of the Professional Services Engaged.**

In any implementation, it may become necessary to change the scope of the Professional Services engaged. The changes can occur for any one of the following reasons:

a. Discretionary changes to the project schedule.

b. Discretionary changes in the scope of the project.

c. Requested changes to the work hours of FWI or You.

d. Non-availability of products, resources, or services which are beyond either FWI's or Your control.

e. Environmental or architectural changes or impediments in Your environment not previously identified in project plan or identified in the Statement of Work.

f. Lack of access to personnel or facilities necessary to obtain required approval, access or authority to complete the project.

In the event that it becomes necessary to change the Statement of Work, a Project Change Request (PCR) will be the vehicle for communicating and agreeing upon a change. The PCR shall describe the change, reasons for the



change, and the effect the change will have on the project, which may include scheduling changes, pricing, etc. A PCR may be initiated by either FWI or You based on the situation.

The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other Party.

Both Project Managers will review the proposed change. If further investigation on the part of FWI is requested in order to determine the scope of the change, any charges for that investigation will be outlined. Upon acceptance of the change request by both Project Managers, the SOW and costs will be modified appropriately, and the changes will be incorporated into the project. No change in service will be initiated by FWI until both Project Managers have agreed to the PCR, which may affect pricing, schedules and contractual obligations, and FWI receives the Purchase Order which will include the final agreed upon work.

**EXHIBIT 3  
HARDWARE ADDENDUM**

This Addendum sets forth the terms and conditions which will govern Your purchase of Hardware from FWI. You acknowledge that FWI is not a manufacturer of Hardware and therefore any warranties offered are those provided by the manufacturer and passed through to You. Once Hardware is purchased by You through FWI, the obligation to pay for the Hardware arises, and no return rights exist other than those specifically identified in the Opportunity Documents.

These terms and conditions supplement the specific billing terms and conditions for Hardware purchases set out in the applicable Opportunity Document(s). For any custom Hardware purchases where the price of single piece of Hardware is over \$25,000, FWI reserves the right to require a 50% deposit prior to the Hardware order being placed. Any additional or different terms in any form delivered by You shall not be honored and shall be null and void unless specifically negotiated and signed by an authorized agent of FWI. You accept and agree to comply with these terms and conditions by making a purchase or placing an order for Hardware with FWI.

With regard to the Hardware purchased, You consent to receive electronic records, which may be provided via web browser or e-mail application connected to the Internet; individual consumers may withdraw consent to receiving electronic records or have the record provided in non-electronic form by contacting FWI. Electronic signatures (or copies of signatures sent via electronic means) are the legal equivalent of written and signed documents and You agree such electronic signatures shall have the same force and effect.

FWI does offer various services to support, repair and replace Hardware once purchased. These service offerings vary depending upon the type of hardware purchased. The terms and conditions governing these service offerings are fully set forth in the applicable Opportunity Documents.

**A. Title; Risk of Loss.** Title to Hardware and risk of loss or damage during shipment pass from FWI to You upon shipment from FWI's facility (F.O.B. Destination within Your premises). The term "F.O.B. destination, within Your premises," as used in this Section, means free of expense to You, delivered and laid down within the doors of Your premises, as designated by You. FWI shall:

- 1) Pack and mark the shipment to comply with specifications; or if the specifications do not contain specific packing or marking instructions, pack and mark the shipment in accordance with prevailing commercial practices and in such a manner to ensure delivery in good condition and as required by this Master Agreement.
- 2) Prepare and distribute commercial bills of lading;
- 3) Deliver the shipment in good order and condition to the point of delivery specified in the Ordering Document;
- 4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by You at the delivery point specified in the Ordering Document; and
- 5) Furnish a delivery schedule and designate the mode of delivery and carrier;

**B. Shipping Costs.** You are responsible for the shipping charges incurred for the delivery of the Hardware. Estimated shipping charges for Hardware purchased by You will be identified on the applicable Opportunity Documents. These are estimates only. After the Hardware has shipped, we will invoice You for all shipping charges actually incurred, which will be due in accordance with the payment terms set forth on the Opportunity Documents and this Master Agreement.

**C. Export Hardware Sales.** If this transaction involves an export of items (including, but not limited to commodities, software or technology), subject to the Export Administration Regulations, such items were exported from the United States by FWI in accordance with the Export Administration regulations. You agree that You will not divert, use, export or re-export such items contrary to United States law. You expressly acknowledge and agree that You will not export, re-export, or provide such items to any entity or person within any country that is subject to United States economic sanctions imposing comprehensive embargoes without obtaining prior authorization from the United States Government. The list of such countries subject to United States economic sanctions or embargoes may change from time to time, but currently includes Cuba, Iran, Sudan, and Syria. You also expressly acknowledge and agree that You will not export, re-export, or provide such items to entities and persons that are ineligible under United States law to receive such items, including but not limited to, any person or entity on the United States Treasury Department's list of Specially Designated Nationals or on the United States Commerce Department's Denied Persons List, Entity List, or Unverified List. In addition, manufacturers' warranties for exported products may vary or may be null and void for products outside the United States.

**D. Warranties.** You understand that FWI is not the manufacturer of the Hardware You may elect to purchase through FWI. Therefore, the Hardware warranties offered are only those of the relevant manufacturer. In purchasing

the Hardware, You agree that You are relying on the manufacturer's specifications only and are not relying on any statements, specifications, photographs or other illustrations representing the products that may be provided by FWI. FOUR WINDS INTERACTIVE AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO THE HARDWARE PURCHASED BY YOU INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY OF NONINFRINGEMENT. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. You acknowledge that no employee of FWI or its affiliates is authorized to make any representation or warranty on behalf of FWI or any of its affiliates outside of those documented as the manufacturer's warranty. FWI will not be responsible for and no liability shall result to FWI or any of its affiliates for any delays in delivery which result from any circumstances beyond FWI's reasonable control, including, but not limited to, product unavailability, carrier delays, delays due to fire, severe weather conditions, failure of power, labor problems, acts of war, terrorism, embargo, acts of God, or acts or laws of any government or agency. Any shipping dates provided by FWI and any purported deadlines contained in any other document are estimates only.

**E. Facilitation of Return for Breach of Manufacturer's Warranty on Hardware Purchased.** FWI will work with You to facilitate a return for breach of a Manufacturer's Warranty. For a claimed breach of Manufacturer's Warranty, please contact FWI Support at 877-204-6679, or via email at [returns@fourwindsinteractive.com](mailto:returns@fourwindsinteractive.com) to initiate a return request. Upon receipt of a return request, FWI shall address and make a good faith effort to facilitate the issuance of a Return Merchandise Authorization (RMA) by the Manufacturer. If the RMA is issued, You must return the subject Hardware to the Manufacturer within thirty (30) days of the RMA issuance date. Nothing within this provision shall prevent You from working directly with the Manufacturer on claimed breach of warranty issues. Further, FWI makes no representation and takes no position as to when or if a breach of warranty has occurred or whether an RMA should be issued. To the contrary, FWI offers to facilitate the communication between You and the Manufacturer as a service to You, but does not take on any additional obligation as to an ultimate determination of whether a breach of warranty has occurred or whether an RMA should be issued, as those determinations remain within the exclusive province of the Manufacturer. Other than facilitating a return of the hardware for breach of warranty, no return rights exist for Hardware purchased unless specifically set forth in the Opportunity Documents.

**1) Issuance of RMA.** Hardware for which an RMA has been issued shall be returned undamaged and 100% complete. This includes manufacturer box, UPC label, packing materials, all manuals, blank warranty cards, and accessories. Display boxes can be purchased by You for return of displays that do not have the original packaging. You understand that You cannot return displays without Manufacturer packaging for freight damage purposes.

**EXHIBIT 4**

**ENHANCED SERVICE LEVEL ADDENDUM**

Terms not otherwise defined herein shall have the meaning set forth in the Master Agreement. The Enhanced Services Levels shall apply only to issues related to the Visual Communication Software purchased from FWI (in each instance, an "Issue") and shall not apply to Content or Managed services, Hardware or Hardware related issues, Customer network issues, Customer Content or Managed Services.

**Call-in Maintenance/Technical Support**

Customer shall have access to FWI's Technical Support team twenty-four (24) hours per day seven (7) days per week. The can be contacted as follows:

- a. Phone: 720-259-5000 (or toll-free at 877-204-6679)
- b. Email: [support@fourwindsinteractive.com](mailto:support@fourwindsinteractive.com)
- c. WebForm: <http://www.fourwindsinteractive.com/contact-support.htm>

Severity Level	Service Level Description	Response Time	Escalation Procedure
Critical	Complete system failure, all end points are inoperable or experiencing major, distributed critical disruption to corebusiness functionality.	1 hour	FWI Technical Support will log the Issue and begin working toward resolution or work around. An escalation or work around will be initiated within four (4) hours of the Issue being logged in the event that resolution is not possible within that time.
High	One or more end points are fully inoperable, or core business functionality is disrupted across visual communication network <ul style="list-style-type: none"> <li>• critical feed unavailable</li> <li>• persistent application errors or interruptions</li> </ul>		FWI Technical Support will log the Issue and begin working toward resolution or work around. An escalation or work around will be initiated within eight (8) hours of the Issue being logged in the event that resolution is not possible within that time.
Moderate	All visual communications end points are operational, but experiencing non-business critical service disruption <ul style="list-style-type: none"> <li>• content playback issues</li> <li>• non-critical peripheral support</li> <li>• non-critical feed service interruption</li> <li>• intermittent application errors or interruptions</li> <li>• device configuration adjustments, including host OS and ancillary 3rd party applications.</li> </ul>	8 hours	FWI Technical Support will log the Issue and begin working toward resolution or work around. An escalation or work around will be initiated within five (5) days of the Issue being logged in the event that resolution is not possible within that time.
Low	"How-to" questions, training requests, purchase requests and other non-technical inquiries, or system performance issues resulting in little to no impact on system operation. Resolution to be achieved during normal business hours.	24 hours	The Issue will be escalated to the appropriate business unit for resolution.

- FWI will provide email confirmation and notification of the assigned case number.
- Issues not deemed Critical or High will be referred to FWI normal Tier 1 process.

The following information must be provided by You at the time of the initial call to FWI Technical Support:

- **Name(s), location and contact information** of the person(s) that will be able to assist FWI staff with remote troubleshooting/problem resolution.
- Detail including **specific name of display/sign location** having the problem, or notification if this is a global issue.
- Identify any **special access times** that need to be adhered to.
- **Remote access information**, regardless of whether or not this information may have been provided in connection with another call. If VPN's or other processes are needed please provide advance notice of any special requirements that FWI will be asked to adhere to in order to obtain remote access.

**Term and Fees**

The fee for the Enhanced Service Level shall be as set forth in the applicable Opportunity Document.

**Penalties, Credits and Reporting**

If FWI fails to meet the terms of this Enhanced Service Level, You shall be entitled to a credit of the Enhanced Service Level Fee in accordance with the following table which shall be based on the total number of Issues logged at the Severity Level of Critical or High:

% of Critical or High Issues in compliance with this SLA	% of monthly SLA Fee to be credited
90-100%	0%
80-89%	10% credit
60-79%	25% credit
Below 60%	50% credit

If FWI falls below 60% compliance with the requirements of the Enhanced Service Level for Issues logged at the Severity Level of Critical/High in any two (2) consecutive months of the Enhanced Service Level Term or three (3) months in any calendar year during the Enhanced Service Level Term, You may terminate the Enhanced Service Level upon notice with no further obligation.

No more than once per month, You may request, in writing, that FWI provide a report indicating (i) the number of Issues logged during the previous month, (ii) the Severity Level of each Issue, (iii) the actual response time for each Issue, and (iv) such other information as the parties may agree. FWI will provide such report to You within ten (10) business days of the date that FWI receives the Your request.

If, based on the report(s) provided by FWI, it is determined that a credit is due to You, such credit shall be credited against Your next invoice following the reporting.

**IN WITNESS WHEREOF**, the Parties hereto have set their hands and corporate seals on this 3rd day of May, 2018.

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**

**ATTEST:**  
\_\_\_\_\_  
Victor D. Crist, 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:**  
\_\_\_\_\_  
David Scott Knight, Assistant General Counsel

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**  
STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 3rd day of May, 2018, 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)

**FOUR WINDS INTERACTIVE, LLC**

Signed in the Presence of:

BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Witness

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

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

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

**FOUR WINDS INTERACTIVE, LLC**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledge before me this \_\_ day of \_\_\_\_\_, 20\_\_,  
by \_\_\_\_\_ in the capacity of \_\_\_\_\_,

(Individual's Name)

(Individual's Title)

at \_\_\_\_\_, a \_\_\_\_\_, on its behalf \_\_\_\_\_

(Company Name)

(type of company)

(He is / She is)

\_\_\_\_\_  
(Personally / Not Personally)

known to me and has produced \_\_\_\_\_  
(Form of Identification)

Stamp or Seal of Notary

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

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

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