CITYWORKS®
LICENSE AND MAINTENANCE AGREEMENT

This Software License and Maintenance Agreement (Agreement) is made by and between Azteca Systems, LLC ("Azteca Systems") a Delaware limited liability company with a place of business at 11075 South State, Suite 24, Sandy, Utah 84070 USA, authorized to do business in the State of Florida and **Hillsborough County Aviation Authority**, a public body corporate under the laws of the State of Florida whose post office address is Post Office Box 22287, Tampa, Florida 33622 using certain Azteca Systems Licensed Products hereinafter referred to as Licensee (collectively hereinafter referred to as the Parties).

Azteca Systems Products are licensed under the terms and conditions of this Agreement. This Agreement, when executed by the Licensee named above and Azteca Systems, LLC, as licensor of the Software, Online, Services, and Documentation licensed under the Agreement, will supersede any previous agreements including the Agreement presented in the installation process requiring acceptance by electronic acknowledgement and will constitute a signed Agreement.

This signed Agreement includes (i) this License and Maintenance Agreement, (ii) Addendum #1 – Product Licensing, (iii) Addendum #2 – Standard Maintenance and Support, and (iv) Addendum #3 – Third Party Consultant/Contractor Acknowledgment.

This signed Agreement may be executed in duplicate by the Parties. An executed Agreement, modification, amendment, or separate signature page shall constitute a duplicate if it is transmitted through electronic means, such as fax or email, and reflects the signing of the document by any Party. Duplicates are valid and binding even if an original paper document bearing each Party's original signature is not delivered.

ARTICLE 1—DEFINITIONS

1.1 **Definitions.** The terms used are defined as follows:

    a. "Agreement" means this Software License Agreement between Azteca Systems and Licensee, inclusive of all schedules, exhibits, attachments, addenda and other documents incorporated by reference.

    b. "Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, account user name and password, or other mechanism required for use of a Product.

    c. "Authorized User" or "User" shall mean: (i) a direct user of the Licensed Products, including but not limited to Licensee's employees; (ii) Licensee's consultants who have agreed to maintain the Licensed Products in confidence and use it only for the benefit of Licensee, or (iii) members of the public gaining access to, and only limited use of, the Licensed Products via the Software's public web portal (if applicable). Other than limited use of the Products through the software's web portal, the public is not considered an authorized user.

    d. "Licensee CEO" means the Licensee's Chief Executive Officer.

    e. "Client Data" means the data provided or inputted by or on behalf of Licensee, including personally identifiable information, for use with the Software.

    f. "Covered Software" shall mean the particular Cityworks Software, scripts, interfaces and custom code identified in Addendum #1.

    g. "Deployment Server License" means a license that, in addition to providing staging server License rights, authorizes Licensee to install and use the Software for deployment in Licensee's internal use.

    h. "Testing Server License" means a license that authorizes Licensee to install and use the Software on a server in Licensee's internal use to provide testing License rights prior to deployment.

    i. "Documentation" means all user reference documentation that is delivered with the Software.

    j. "Internal Use" means use of the Licensed Products by employees of Licensee in Licensee's internal operations but does not include access of the Licensed Products by, or use of the Licensed Products in the provisions of services to, Licensee's clients or customers. Internal Use also includes use of the Licensed Products by contractors of Licensee, including contractors providing outsourcing or hosting services, as long as Licensee

assumes full responsibility for the compliance with this Agreement in such use. Use of the Licensed Products (or any part thereof) for the benefit of others, whether by means of a software as a service offering, service bureau application, application service provider, outsourcing or other means of providing service to any third party shall not be considered Internal Use.

k. "FAA" means the U.S. Department of Transportation Federal Aviation Administration or any successor thereto.

l. "Licensed Products" or "Products" means the portion of the Cityworks Software and the Documentation to which Licensee has purchased a License as identified as specified in Addendum #1 attached hereto. Licensed Products shall include any updates or upgrades to the Licensed Products that Azteca Systems may at its discretion deliver to Licensee. Products includes but is not limited to Software, Online Services, and Documentation licensed under the terms of this license Agreement.

m. "Login" means a license that allows Licensee to permit a single authorized named end user to use the Software, Data, and Documentation installed on a server and accessed from a computer device.

n. "Online Services" means any Internet-based system, including applications and associated APIs, hosted by Azteca Systems or its licensors, for storing, managing, publishing, and using Cityworks software and data, and other information.

o. "Ordering Document(s)" means a sales quotation, purchase order, or other document identifying the Products that Licensee orders.

p. "Preview" means any alpha, beta, or prerelease Product.

q. "Sample(s)" means sample code, sample applications, add-ons, or sample extensions of Products.

r. "Server" means each single instance of an operating system, whether physically installed on a computer or within a virtualized environment.

s. "Software" or "Cityworks Software" means all or any portion of Azteca Systems proprietary software technology, excluding data, accessed or downloaded from an Azteca Systems (Cityworks) authorized website or delivered on any media in any format including backups, updates, upgrades, and service packs.

t. "Standard Maintenance" or "Maintenance Addendum" shall mean the Standard Maintenance & Support Addendum #2.

u. "Term License" means a license or access provided for use of a Product for a limited time period ("Term") or on a subscription or maintenance basis as specified herein.

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

ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

Products are licensed, not sold. Azteca Systems and its licensors own Products and all copies, which are protected by United States and applicable international laws, treaties, and conventions regarding intellectual property and proprietary rights including trade secrets. This Agreement does not transfer ownership rights of any description in the Software, materials, or services to Licensee or any third party. Licensee agrees to use reasonable means to protect Products from unauthorized use, reproduction, distribution, or publication. Azteca Systems and its third-party licensors reserve all rights not specifically granted in this Agreement including the right to change and improve Products.

ARTICLE 3—GRANT OF LICENSE

3.1 Grant of License. Subject to the terms of this Agreement, Azteca Systems grants to Licensee a personal, nonexclusive, nontransferable license solely to use the Products as set forth in Addendum #1 – Product Licensing (i) for which the applicable license fees have been paid; (ii) for Licensee's own Internal Use; and (iii) in accordance with this Agreement and the configuration ordered by Licensee or as authorized by Azteca Systems; and (iv) for the applicable Term or until terminated in accordance with Article 5. License types may include, but are not limited to Login, Workgroup, Departmental, ELA (Enterprise License) Licenses. Licensee may allow third Party contractors to access and use the licensed Software, provided Licensee and third party contractor agree to and are bound by the terms set forth in Addendum #3. In addition to the Scope of Use in Article 4, Addendum #1 -- Product Licensing which applies to specific Products, Addendum #2 – Standard Maintenance and Support, and Addendum #3 – Third Party Consultant/Contractor Acknowledgment (if applicable) collectively, is incorporated in this Agreement.

a. *Software. U*se and License for specific Software products are set forth in Addendum 1- Product Licensing, which is incorporated by reference.

b. *Maintenance.* Maintenance terms are set forth in Section 9.11 below and in Addendum 2, - Standard Maintenance and Support which is incorporated by reference.

c.   *Third Party Contractor.* Terms of use for Third Party Contractor software usage (if applicable) are set forth in Addendum #3, which is incorporated by reference.

3.2   Preview Release Licenses. Products acquired under an evaluation license or under a Beta program are intended for evaluation and testing purposes only and not for commercial use. Any such use is at Licensee's own risk, and the Products do not qualify for Azteca Systems or distributor maintenance.

3.3   Special Use Programs. If Licensee acquires Products under a special program for noncommercial, nonprofit, educational, or other limited-use license, Licensee's use of the Products is subject to the terms set forth in the applicable enrollment form or as described on Azteca Systems website in addition to the non-conflicting terms of this Agreement. All such program terms are incorporated herein by reference.

3.4   Delivery. Unless otherwise requested by Licensee, Azteca Systems shall provide an electronic link to make available to Licensee the Licensed Products by electronic download and a license key to activate the Licensed Products.

ARTICLE 4—SCOPE OF USE

4.1   Permitted Uses

a.   For Products delivered to Licensee, Licensee may:

1. Install and store Products on electronic storage device(s);
2. Make archival copies and routine computer backups;
3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed the Licensee's licensed quantity; thereafter, Licensee shall not use more Software in the aggregate than Licensee's total licensed quantity; and
4. Move the Software in the licensed configuration to a replacement Server.

b.   Licensee may use, copy, or prepare derivative works of Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for Licensee's own internal use. Portions of Documentation supplied in digital format merged with other software and printed or digital documentation are subject to this Agreement. Licensee shall include the following copyright attribution notice acknowledging the proprietary rights of Azteca Systems and its licensors: "Portions of this document include intellectual property of Azteca and its licensors and are used herein under license. Copyright © [*Licensee will insert the actual copyright date(s) from the source materials*] Azteca Systems, LLC. and its licensors. All rights reserved."

c.   *Consultant or Contractor Access.* Subject to Section 3.1 and Addendum #3, Azteca Systems grants Licensee the right to permit Licensee's Third Party Consultants or Contractors to use the Products exclusively and solely for Licensee's benefit. Licensee must comply with terms and provisions of Addendum #3 and provide a copy to Azteca. Licensee shall be solely responsible for compliance by Third Party Consultants and Contractors with this Agreement and shall ensure that the Third Party Consultant or Contractor discontinues Product use upon completion of work for Licensee. Access to or use of Products by Third Party Consultants or Contractors not exclusively for Licensee's benefit is prohibited.

4.2   Uses Not Permitted. Except to the extent that applicable law prohibits or overrides these restrictions, or as provided herein, Licensee shall not:

a.   Sell, rent, lease, sublicense, lend, assign, or time-share Products;
b.   Permit persons other than Authorized Users to access or use the Licensed Products (or any part thereof);
c.   Act as a service bureau or Commercial ASP;
d.   Use Software, Data, or Documentation for a site or service and operate the site or service for profit or generate revenue through direct or indirect methods (e.g., advertising or by charging for access to the site or service);
e.   Redistribute Software, Data, or Online Services to third parties, in whole or in part, including, but not limited to, extensions, components, or APIs;
f.   Redistribute Authorization Codes;

g.   Reverse engineer, decompile, or disassemble Products;

h.   Make any attempt to circumvent the technological measure(s) that controls access to or use of Products;

i.   Upload or transmit content or otherwise use Products in violation of third-party rights, including intellectual property rights, privacy rights, nondiscrimination laws, or any other applicable law or government regulation;

j.   Remove or obscure any Azteca Systems (or its licensors') patent, copyright, trademark, proprietary rights notices, and/or legends contained in or affixed to any Product, Product output, metadata file, or online and/or hard-copy attribution page of any Data or Documentation delivered hereunder;

k.   Separate from the licensed use of APIs, Licensee may not unbundle or independently use individual or component parts of the Products, Software, or Online Services;

l.   Unbundle or independently use the individual or component parts of Software or Online Services;

m.   Incorporate any portion of the Software into a product or service that competes with the Software;

n.   Publish the results of benchmark tests run on Software without the prior written permission of Azteca Systems; or

o.   Use, incorporate, modify, distribute, provide access to, or combine any computer code provided with the Software in a manner that would subject such code or any part of the Software to open source license terms, which includes any license terms that require computer code to be (i) disclosed in source code form to third parties, (ii) licensed to third parties for the purpose of making derivative works, or (iii) redistributable to third parties at no charge.

ARTICLE 5—TERM AND TERMINATION

5.1.   This Agreement is effective upon acceptance. The initial term of this Agreement will begin upon the dates set forth in Addendum #1 and provided the fees are paid. This Agreement and its maintenance provisions may then be renewed annually by payment of the then current maintenance fees for the next annual maintenance period as set forth in Addendum #1. The Term of this Agreement commences on February 3, 2020 and will continue through February 2, 2023 unless terminated earlier as provided herein.

5.2.   This Agreement may be renewed at the same terms and conditions hereunder for three (3) discrete, one (1) year period at the discretion of Licensee CEO or designee. Such renewal will be effective by issuance of a written letter to Azteca Systems by Licensee. If such renewal option is exercised and approved by Licensee CEO or designee, this Agreement will have a final termination date of February 2, 2026.

5.3.   Either party may terminate this Agreement or any Product license for a material breach that is not cured within thirty (30) days of written notice to the breaching party, except that termination is immediate for a material breach that is impossible to cure.

5.4.   Termination for Convenience: Either party may terminate this Agreement by giving the other party thirty (30) days' written notice prior to the end of the current Term Maintenance Period set forth in Addendum #1.

5.5.   In the event that either funding from Licensee or other sources is withdrawn, reduced, or limited, or the authority of Licensee to perform any of its duties is withdrawn, reduced, or limited in any way after the Effective Date of this Agreement and prior to normal completion, the Parties shall have the authority to exercise the Termination for Convenience option to terminate this Agreement in whole or in part. If a party to this Agreement chooses to terminate for convenience for the reasons set forth in this Section 5.4, that party may do so by thirty (30) days' written notice to the other party.

5.6.   Upon termination of this Agreement, all Product licenses granted hereunder terminate as well. Upon termination of this Agreement, Licensee will (i) stop accessing and using affected Product(s); (ii) clear any client-side data cache derived from Online Services; and (iii) uninstall, remove, and destroy all copies of affected Product(s) in Licensee's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Azteca Systems.

5.7.   If this Agreement is terminated for convenience, the Licensee is only liable for payment required by the terms of this Agreement for license, maintenance and support services rendered or products and software received and accepted prior to the effective date of termination.

5.8.   If this Agreement is terminated under section 5.3 or 5.4 above, Licensee shall then return to Azteca Systems all of the Software, related modules, related updates, and any whole or partial copies, codes, modifications, and merged portions in any form. Azteca will then for no additional charge to Licensee grant a license to the Licensee, for a period of one (1) year, which will allow Licensee to retain the ability to access records and data contained in the Software and allow Licensee to create digital copies of all files needed by the Licensee for the same period. If Licensee needs to retain access to records or data for a period longer than one (1) year, in order to transfer data to another system, Azteca will consider reasonable requests to extend beyond one (1) year.

5.9.   The Parties hereby agree that all provisions which operate to protect the intellectual rights of Azteca Systems shall remain in force should breach or termination of any kind occur.

ARTICLE 6—LIMITED WARRANTIES AND DISCLAIMERS

6.1   Limited Warranties. Except as otherwise provided in this Article 6, Azteca Systems warrants for a period of ninety (90) days from the date Azteca Systems issues the Authorization Code enabling use of Software that the unmodified Software will substantially conform to the published Documentation under normal use and service.

6.2   Special Disclaimer. CONTENT, DATA, SAMPLES, NEW VERSIONS, HOT FIXES, PATCHES, SERVICE PACKS, UPDATES, UPGRADES, AND ONLINE SERVICES PROVIDED ON A NO-FEE BASIS, AND EVALUATION, TEST AND BETA SOFTWARE ARE DELIVERED "AS IS" WITHOUT WARRANTY OF ANY KIND.

6.3   Internet Disclaimer. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INTERNET IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS AND THAT (i) THE INTERNET IS NOT A SECURE INFRASTRUCTURE, (ii) THE PARTIES HAVE NO CONTROL OVER THE INTERNET, AND (iii) NONE OF THE PARTIES SHALL BE LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE PERFORMANCE OR DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF ONLINE SERVICES.

6.4   General Disclaimer. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, AZTECA SYSTEMS DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. AZTECA SYSTEMS DOES NOT WARRANT THAT PRODUCTS, MAINTENANCE OR ANY TECHNICAL SUPPORT SERVICES PROVIDED HEREIN WILL MEET LICENSEE'S NEEDS; THAT LICENSEE'S OPERATION OF THE SAME WILL BE UNINTERRUPTED, ERROR FREE, FAULT-TOLERANT, OR FAIL-SAFE; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED. PRODUCTS ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS THAT MAY LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL PROPERTY/ENVIRONMENTAL DAMAGE. LICENSEE SHOULD NOT FOLLOW ANY SUGGESTIONS OR INSTRUCTIONS THAT APPEAR TO BE HAZARDOUS, UNSAFE, OR ILLEGAL. ANY SUCH USE SHALL BE AT LICENSEE'S OWN RISK AND COST.

6.5   Exclusive Remedy. Licensee's exclusive remedy and Azteca Systems' entire liability for breach of the limited warranties set forth in this Article 6 shall be limited, at Azteca Systems' sole discretion, to (i) replacement of any defective media; (ii) repair, correction, or a workaround for Software or Online Services subject to the Azteca Systems Standard Maintenance and Support Services Addendum; or (iii) return of the license fees paid by Licensee for the current period, prorated for the current period, for Software or Online Services that do not meet Azteca Systems limited warranty, provided that Licensee uninstalls, removes, and destroys all copies of Software or; ceases using the Software or Online Services; and executes and delivers evidence of such actions to Azteca Systems. Provided Licensee is not in breach of any term herein, Azteca will then for no additional charge to Licensee grant a license to the Licensee, for a period of one (1) year, which will allow Licensee to retain the ability to access records and data contained in the Software and allow Licensee to create digital copies of all files needed by the Licensee for the same period. If Licensee needs to retain access to records or data for a period longer than one (1) year, in order to transfer data to another system, Azteca will consider reasonable requests to extend beyond one (1) year.

6.6 If the performance of any obligation under this Agreement is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes; inability to procure delivery of parts, supplies, services, or power; war, threat of actual terrorist act, cyberattack, or other violence; any law order, proclamation, regulation, ordinance, or demand; or any condition whatsoever beyond the reasonable control of the affected Party, the Party so affected, upon giving prompt notice to the other Party, will be provided a temporary extension for a period of time as may be reasonably necessary to allow for such delay, prevention interference, or restriction.

ARTICLE 7—LIMITATION OF LIABILITY

7.1 Disclaimer of Certain Types of Liability. AZTECA SYSTEMS, ITS AUTHORIZED DISTRIBUTOR (IF ANY), AND ITS LICENSORS SHALL NOT BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS, LOST SALES, OR BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL; OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USE OF PRODUCTS, HOWEVER CAUSED ON ANY THEORY OF LIABILITY, WHETHER OR NOT AZTECA SYSTEMS OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

7.2 General Limitation of Liability. EXCEPT AS PROVIDED IN ARTICLE 8—INFRINGEMENT INDEMNITY, THE TOTAL CUMULATIVE LIABILITY OF AZTECA SYSTEMS AND ITS AUTHORIZED DISTRIBUTOR HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, SHALL NOT EXCEED THE FEES ACTUALLY PAID BY LICENSEE DURING THE CURRENT MAINTENANCE AND SUPPORT PERIOD, FOR THE PRODUCTS THAT GIVE RISE TO THE CAUSE OF ACTION.

7.3 Applicability of Disclaimers and Limitations. Licensee agrees that the limitations of liability and disclaimers set forth in this Agreement will apply regardless of whether Licensee has accepted Products or any other product or service delivered by Azteca Systems. The Parties agree that Azteca Systems has set its fees and entered into this Agreement in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the Parties, and that the same form an essential basis of the bargain between the Parties. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

THE FOREGOING WARRANTIES, LIMITATIONS, AND EXCLUSIONS MAY NOT BE VALID IN SOME JURISDICTIONS AND APPLY ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN LICENSEE'S JURISDICTION. LICENSEE MAY HAVE ADDITIONAL RIGHTS UNDER LAW THAT MAY NOT BE WAIVED OR DISCLAIMED. AZTECA SYSTEMS DOES NOT SEEK TO LIMIT LICENSEE'S WARRANTY OR REMEDIES TO ANY EXTENT NOT PERMITTED BY LAW.

ARTICLE 8—INFRINGEMENT INDEMNITY

8.1 Azteca Systems shall defend, indemnify as described below, and hold Licensee harmless from and against any loss, liability, cost, or expense, including reasonable attorneys' fees, arising out any claims, actions, or demands by a third party legally alleging that Licensee's licensed use of Software or Online Services infringe a US patent, copyright, or trademark, provided:

    a.   Licensee promptly notifies Azteca Systems in writing of the claim;
    b.   Licensee provides documents describing the allegations of infringement;
    c.   Azteca Systems has sole control of the defense of any action and negotiation related to the defense or settlement of any claim; and
    d.   Licensee reasonably cooperates in the defense of the claim at Azteca Systems' request and expense.

8.2 If Software or Online Services are found to infringe a US patent, copyright, or trademark, Azteca Systems, at its own expense, may either (i) obtain rights for Licensee to continue using the Software or Online Services or (ii) modify the

allegedly infringing elements of Software or Online Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, the license shall terminate, and Licensee shall cease accessing infringing Online Services and shall uninstall and return to Azteca Systems any infringing item(s). Azteca Systems entire liability shall then be to indemnify Licensee pursuant to Section 8.1and refund the unused portion of fees paid, prorated for the current maintenance and support period.

8.3 Azteca Systems shall have no obligation to defend Licensee or to pay any resultant costs, damages, or attorneys' fees for any claims or demands alleging direct or contributory infringement to the extent arising out of (i) the combination or integration of Software or Online Services with a product, process, or system not supplied by Azteca Systems or specified by Azteca Systems in its Documentation; (ii) material alteration of Software or Online Services by anyone other than Azteca Systems or its subcontractors; or (iii) use of Software or Online Services after modifications have been provided by Azteca Systems for avoiding infringement or use after a return is ordered by Azteca Systems under Section 8.2.

8.4 THE FOREGOING STATES THE ENTIRE OBLIGATION OF AZTECA SYSTEMS WITH RESPECT TO INFRINGEMENT OR ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

ARTICLE 9—GENERAL PROVISIONS

9.1 Future Updates. New or updated Products and subscription renewals will be licensed under the then-current Azteca Systems license terms and conditions included with the deliverable Products.

9.2 Export Control Regulations. Licensee expressly acknowledges and agrees that Licensee shall not export, re-export, import, transfer, or release Products, in whole or in part, to (i) any US embargoed country; (ii) any person on the US Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Denied Persons List, Entity List, or Unverified List; or (iv) any person or entity or into any country where such export, re-export, or import violates any US, local, or other applicable import/export control laws or regulations including, but not limited to, the terms of any import/export license or license exemption and any amendments and supplemental additions to those import/export laws as they may occur from time to time.

9.3 Taxes and Fees, Shipping Charges. License fees quoted to Licensee are exclusive of any and all taxes or fees, including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs, and shipping and handling charges.

9.4 No Implied Waivers. The failure of either Party to enforce any provision of this Agreement shall not be deemed a waiver of the provisions or of the right of such Party thereafter to enforce that or any other provision.

9.5 Severability. The Parties agree that if any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

9.6 Successor and Assigns. Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate Licensee's obligations under this Agreement without Azteca Systems' prior written consent, and any attempt to do so without consent shall be void. This Agreement shall be binding on the respective successors and assigns of the Parties to this Agreement. Notwithstanding, a government contractor under contract to the government to deliver Products may assign this Agreement and Products acquired for delivery to its government customer upon written notice to Azteca Systems, provided the government customer assents to the terms of this Agreement.

    a. Azteca Systems will not assign, subcontract, sublease, or license this Agreement without the prior written consent of Licensee, except that such consent shall not be unreasonably withheld. If assignment, subcontract, sublease, or license is approved, Azteca Systems will be solely responsible for ensuring that its assignee, subcontractor, sublessee, or licensee perform pursuant to and in compliance with the terms of this Agreement.

    b. In no event will any approved assignment, subcontract, sublease, or license diminish Licensee rights to enforce any and all provisions of this Agreement.

9.7 Survival of Terms. The provisions of Articles 2, 5, 6, 7, 8, and 9 of this Agreement, and the provisions of section 4.1 of Addendum 2, shall survive the expiration or termination of this Agreement.

9.8   Equitable Relief. Licensee agrees that any breach of this Agreement by Licensee may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, Azteca Systems shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.

9.9   US Government Licensee. The Products are commercial items, developed at private expense, provided to Licensee under this Agreement. If Licensee is a US government entity or US government contractor, Azteca Systems licenses Products to Licensee in accordance with this License Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Azteca Systems Data and Online Services are licensed under the same subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. The commercial license rights in this Agreement strictly govern Licensee's use, reproduction, or disclosure of Products. Azteca Systems Software source code is unpublished, and all rights to Products are reserved by Azteca Systems and its licensors. Licensee may transfer Software to any licensed government procuring agency facility to which computer(s) on which Software is installed are transferred. If any court, arbitrator, or board holds that Licensee has greater rights to any portion of Products under applicable public procurement law, such rights shall extend only to the portions affected.

9.10   Governing Law, Disputes, and Arbitration. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to conflict of laws principles, except that US federal law shall govern in matters of intellectual property. Except as provided in Section 9.8, any dispute arising out of or relating to this Agreement or the breach thereof shall be resolved in the following order:

- Consultation and negotiation in good faith and a spirit of mutual cooperation;
- Mediation, by a mutually acceptable mediator chosen by the parties, which cost is shared equally; If the matter cannot be settled through negotiations or mediation, then the matter shall be settled by a court of competent jurisdiction in Hillsborough County, Florida.

9.11   Maintenance. Maintenance for qualifying Software consists of updates and other benefits, such as access to technical support, are provided during the Term of Use. Maintenance is specified as set forth in Addendum #2.

9.12   Feedback. Azteca Systems may freely use any feedback, suggestions, or requests for Product improvements that Licensee provides to Azteca Systems. Regardless of the source of any feedback or suggestions, any improvements to Cityworks Software or Products, and any related intellectual property, are owned by Azteca Systems.

9.13   Patents. Licensee may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Azteca Systems technology or services. This express prohibition on patenting shall not apply to Licensee's software and technology except to the extent that Azteca Systems technology or services, or any portion thereof, are a part of any claim or preferred embodiment in a patent application or a similar application.

9.14   Entire Agreement. This Agreement, including its incorporated documents, addendums, and exhibits constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous license agreements, understandings, and arrangements between the parties relating to such subject matter. Additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and delivery instructions, are void and of no effect. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by each party or as otherwise provided in Addendum #1.

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this 5th day of December, 2019.

ATTEST   **HILLSBOROUGH COUNTY AVIATION AUTHORITY**

ATTEST: _____   BY: _____
        Mayor Jane Castor, Secretary   Gary W. Harrod, Chairman

Address: PO Box 22287   Address: PO Box 22287
            Tampa FL   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 5th day of December, 2019, by Gary W. Harrod, in the capacity of Chairman of the Board of Directors, and Mayor Jane Castor, 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)

AZTECA SYSTEMS, LLC

Signed in the Presence of: BY: _____
                                                                                            Signature

_____   _____
            Witness   Title

_____   _____
         Printed Name   Printed Name

                                                                                _____
                                                                                        Printed Address

_____   _____
            Witness   City/State/Zip

_____
         Printed Name

AZTECA SYSTEMS, 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)
_____known to me and has produced _____
      (Personally / Not Personally)   (Form of Identification)

   Stamp or Seal of Notary

                                                                                _____
                                                                                     Signature of Notary

                                                                                _____
                                                                                        Printed Name

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

ADDENDUM #1

PRODUCT LICENSING

1. Licensed Software:

> Server AMS Standard Enterprise License Agreement (ELA), Includes Unlimited Quantities of the Identified Products:
> Office
> Respond
> Mobile Native Apps (for iOS/Android)
>
> --Includes the following Add-ons:
> Storeroom
> Equipment Checkout
> Contracts
> Cityworks for Excel
> Cityworks Analytics for AMS
> eURL (Enterprise URL)
> Workload
> Web Hooks
> MicroPaver Interface
> Citizen Engagement API
> Local Government Templates (LGT)
> Use of Cityworks AMS Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners

Additional Software Products & Licenses: Additional Software Products & licenses may be added to this License Agreement with either an acknowledgement of an official Cityworks quote signed by Licensee and additional fees, if necessary or applicable being paid, or receipt of Purchase Order from Licensee in response to an official Cityworks quote and additional fees, if applicable being paid.

2. Notices & Licensee Information: Until or unless otherwise, modified, all notices relevant to this agreement shall be sent to the following address:

Azteca Systems, LLC 11075 South State, Suite 24 Sandy, Utah 84070	**Hillsborough County Aviation Authority** PO Box 22287 Tampa, Florida 33622

	Attn: Chief Executive Officer
	       Hillsborough County Aviation
	       Authority PO Box 22287
	       Tampa, FL 33622

	Phone:
	E-mail:

3. Delivery Date/Effective Date of Software

> *02/03/2020*

4. **License Maintenance and Support Terms/Periods and Schedule of Payments and Fees under the Agreement**

Support Period	Date From/To (MM/DD/YYYY)	Amount
Period 1	02/03/2020 – 02/02/2021	$78,000.00
Period 2	02/03/2021 – 02/02/2022	$78,000.00
Period 3	02/03/2022 – 02/02/2023	$78,000.00

5. **Additional**

Updates to the above licensed software means a subsequent release of the program which Azteca Systems generally makes available to its supported customers as part of the annual maintenance plan for which fees have been paid.

Occasionally, Azteca Systems changes the name of its licensed software as part of its ongoing process to improve and increase the functionality of the software. In the event the software licensed or listed above changes in name, and/or improvements are made, Azteca Systems will provide software with functionality that is similar to or with substantially the same or greater functionality of the originally licensed software, provided all current license fees have been paid.

Updates may not always include any release, option or future program that Azteca Systems licenses separately. Updates are provided when available (as determined by Azteca Systems). Azteca Systems is under no obligation to develop any future programs or functionality. Any updates made available will be delivered to you, or made available to you for download. You shall be responsible for copying, downloading and installing the updates.

6. **Invoices**

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

7. **Payment Method**

Azteca Systems 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 Licensee website at www.TampaAirport.com > Learn about TPA > Airport Business > Procurement > More Information – Electronic Payment Methods. Licensee reserves the right to modify the electronic payment methods and processes at any time. Azteca Systems may change its selected electronic payment method during the Term of this Agreement in coordination with Accounts Payable.

8. **Payment When Services Are Terminated at the Convenience of Licensee**

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

a. All work performed prior to the effective date of termination; and
b. Expenses incurred by Azteca Systems in effecting the termination of this Agreement as approved in advance by Licensee.

ADDENDUM #2
STANDARD MAINTENANCE AND SUPPORT

Standard Maintenance and Support Addendum provisions are between the Licensee and Azteca, Systems, LLC. Maintenance and Support are provided subject to the terms and conditions of the signed Agreement and which is incorporated by reference.

1.   **MAINTENANCE & SUPPORT**: Azteca Systems will provide maintenance and support services to Licensee for qualifying Products during the applicable Term, for such Products provided the applicable license fees have been paid for the times and periods and amounts specified in Addendum #1. Maintenance and Support Services consist of the following benefits: Technical support, new version software, service packs, software upgrades, and software updates.

   1.1.   Azteca Systems will ensure upward compatibility for the Covered Software applications within a reasonable timeframe for minor Esri® ArcGIS and Cityworks supported database revisions. Azteca Systems will not ensure upward compatibility for Covered Software Applications when there are major Esri ArcGIS revisions (for example, from rev 10.x to rev 11.x), however Azteca Systems will make all reasonable efforts to provide upward compatibility.

   1.2.   Azteca Systems shall, without additional charge (except as allowed for in paragraph 3.4), during the term of this Agreement provide the following:
   - (a) Software Updates. Software Updates includes Upgrades and service packs which are a collection of files that enhance or correct the Covered Software and which will be available for Licensee to download during the Maintenance Term/Period as set forth in Addendum #1. Updates and Upgrades may also include new versions;
   - (b) Provide Telephone Support, Email Support, Web Support, during normal business hours, 8 AM to 5 PM Mountain Time, Monday through Friday (excepting Federal Holidays) and after hour emergency support line, and other benefits deemed appropriate by Azteca Systems (as set forth in Section 2 below); and
   - (c) Implement and maintain a means of secure, remote direct network access (VPN, Web-access, etc.) to the Licensee's systems in order to perform thorough remote diagnostics.

   1.3   The following items, among others, however, are specifically excluded as support services under this section of this Maintenance and Support:
   - (a) Support for applying or installing upgrades and service packs;
   - (b) Assistance with questions related to third party software, computer hardware, networking, and other similar items that are not provided by Azteca Systems;
   - (c) Assistance with computer operating system questions not directly pertinent to the Covered Software or Program Modifications;
   - (d) Licensee Data debugging and/or correcting;
   - (e) Services necessitated as a result of any cause other than authorized ordinary and proper use by the Licensee of the Covered Software, including but not limited to neglect, abuse, unauthorized modifications and/or unauthorized updates;
   - (f) Consulting regarding customizations created to function with the Covered Software unless the customization is identified and listed as Covered Software in Addendum 1;
   - (g) Assistance with applications which are not part of a standard life cycle, such as preview, beta, or candidate releases; and
   - (h) Questions such as configuration, implementation and walk-throughs.

   1.4   Support Periods are renewable unless terminated as provided in Section 4 below. The Maintenance Services consists of software and documentation updates and access to technical

support via telephone, email, web-based (www.MyCityworks.com) and after hours support as set forth in Section 1 of this Addendum.

1.5.   Technical support provided pursuant these maintenance provisions shall be performed in a professional and workmanlike manner. Azteca Systems will use commercially reasonable efforts to provide corrections to a technical issue or provide a workaround, but Azteca Systems cannot guarantee that all technical issues can be fixed or resolved.

1.6.   **Authorized Callers**. Licensee may designate a limited number of authorized callers per software product listed in Addendum #1. Licensee may replace authorized callers at any time by notifying Azteca Systems Support services. Authorized callers may be designated in this Addendum #2 or by email. Azteca may limit the total number of authorized callers as may be reasonably necessary and may request an updated list of authorized callers.

1.7.   **Cityworks Online Support and Customer Portal**. Azteca Systems has created a self-help support website center for Authorized Callers to submit technical issues, chat with technical specialists, track technical support incidents through the 'MyCityworks' portal, and view technical articles, updated product documentation, blogs, links to forums, and technology announcements. The support and care website can be found at **http://www.mycityworks.com**.

2. PROCEDURES FOR ACCESSING SUPPORT:

2.1.   All problem categories from routine, non-critical and critical that occur during normal business hours shall procedurally occur as follows: 1) Licensee's system administration staff as first line of support, and then 2) Azteca Systems staff as the second line of support. Azteca Systems will make all reasonable efforts to acknowledge all requests for support during normal business hours within 4 hours.

2.2.   Prior to calling Azteca Systems for support services, the Licensee will first attempt to isolate any problems that occur within Licensee's own system. The Licensee will try to reduce the problem down to a specific software or system component. If it is determined that the problem is The Cityworks Software component, Licensee will first try and resolve the problem without Azteca Systems' involvement. If Licensee cannot resolve the problem or isolate the problem, Licensee may contact Azteca Systems via telephone, chat, or self-service portal. In each case, Cityworks technical support will log the information and provide an answer to the question, a resolution to the problem, or submit a verified bug to the development group. Any support request that is not quickly resolved will be assigned to a technical support representative. Phone calls and chat requests are accepted during normal business hours as outlined on the Contact Support page of MyCityworks.com. Voicemails and requests submitted via the self-service portal outside of the posted business hours will be responded to on a first come, first served basis the next business day.

2.3.   For critical problems that occur outside of Azteca Systems' normal business hours (8 AM to 5 PM, Mountain Time) and cannot be isolated and resolved by the Licensee, Azteca Systems will provide an after- hours phone number or pager number that will forward the call to the currently assigned Azteca Systems support representative. Azteca Systems will make all reasonable efforts to acknowledge and respond to the request for support for critical problems that occur outside of normal business hours within 4 hours of receipt of the call from a designated and authorized Licensee representative. Critical problems are defined as problems that cause several users to be unable to perform their duties. For routine and non-critical problems Licensee will submit support requests during normal business hours as outlined in paragraph 2.2 above.

2.4.   After a Technical Support Incident is logged, Azteca Systems will use commercially reasonable efforts to provide corrections to a technical issue or provide a work around. While it is Azteca Systems' goal to provide an acceptable solution to technical issues, Azteca Systems cannot

guarantee that all technical issues can be fixed or resolved.

2.5.   Azteca Systems will use all reasonable efforts to utilize remote support-type services. However, in the event Licensee and Azteca Systems agree it becomes necessary for Azteca Systems to be on-site to provide support for the Covered Software, the Parties by mutual negotiation, shall develop a separate agreement that will govern the terms and conditions for any on-site work or services.

3. CHARGES/FEES

3.1.   License, Maintenance and Support Services herein are included in the payment of annual fees as set forth in Addendum #1, and shall be paid by Licensee. The annual fee for each twelve (12) month period is set forth in Addendum #1, and shall be paid prior to the start for each Standard Maintenance Period unless otherwise specified. The annual fee for successive Standard Terms/Periods, (twelve-month periods) commencing upon the anniversary of the first maintenance period, are set forth in Addendum #1, and shall become due prior to the end of the preceding paid-up Standard Maintenance and Support Period.

3.2.   Upon sixty (60) days written notice, the fee for the License and Maintenance Periods listed in Addendum #1 subsequent to year three (3) of the Maintenance Period, may be adjusted by Azteca Systems to reflect increases in costs of providing the services; provided, however, that the fee shall not increase by more than the CPI from the previous annual fee. Azteca Systems will notify Licensee of the new pricing no later than ninety (90) days prior to the annual renewal date of the year preceding the year for which such adjusted pricing applies. In no event shall Azteca Systems increase its fees more than three percent (3%) in any given License and Maintenance Period.

3.3.   **Maintenance Expiration.** Azteca Systems will send Licensee a notice of expiration approximately sixty (60) days before the Maintenance term expires. If Azteca Systems does not receive a purchase order prior to the expiration date, Azteca will send the notification to Licensee upon expiration of the Maintenance term. Azteca Systems will continue to provide technical support for an additional thirty (30) days, but Licensee will no longer receive Software updates released after the Maintenance term's expiration. If Licensee does not reinstate Maintenance within thirty (30) days of the expiration date, Licensee will no longer receive technical support. All other Maintenance benefits and Support services will end with the expiration of the Maintenance term.

3.4.   **Reinstatement Fee for Lapsed Maintenance**. Azteca Systems will reinstate Maintenance if Licensee sends a purchase order or payment within thirty (30) days of the expiration date. If Licensee does not renew Maintenance within thirty (30) days of the expiration date but at a later date wants to reinstate Maintenance, Maintenance fees will include the Maintenance fees that Licensee would have paid since the expiration date.

4. MISCELLANEOUS

4.1.   **Data Confidentiality Statement**: Azteca Systems will take reasonable measures to ensure that any Licensee data and/or confidential information provided to Azteca Systems is not inappropriately accessed or distributed to any third-party. Data provided to Azteca Systems by the Licensee may be loaded onto Azteca Systems servers or employee computers for the purpose of testing The Cityworks Software, database structure, or database values, and related Esri® software to resolve database or software performance issues, software enhancements and software defects. At no time will the data be distributed to individuals or organizations who are not Azteca Systems employees without first receiving written approval from Licensee. If requested by the Licensee, and once the testing has been completed, Azteca Systems will delete all data provided by the Licensee.

4.2.   **No Implied Waivers**: No failure or delay by Azteca Systems or Licensee in enforcing

any right or remedy under this Agreement shall be construed as a waiver of any future or other exercise of such right or remedy by Azteca Systems.

5. ADDITIONAL PROVISIONS

5.1 Accounting Records and Audit Requirements

a. Books and Records
In connection with payments to Azteca Systems under this Agreement, it is agreed Azteca Systems will maintain full and accurate books of account and records customarily used in this type of business operation, in conformity with Generally Accepted Accounting Principles (GAAP). Azteca Systems will maintain such books and records for six years after the end of the term of this Agreement. Records include, but are not limited to, books, documents, papers, and records of Azteca Systems directly pertinent to this Agreement. Azteca Systems will not destroy any records related to this Agreement without the express written permission of Licensee.

b. Licensee Right to Perform Audits, Inspections, or Attestation Engagements
At any time or times during the Term of this Agreement or within three (3) years after the end of this, Licensee, or its duly authorized representative, will be permitted to initiate and perform audits, inspections or attestation engagements over Azteca Systems' records directly related to the software being provided for the purpose of determining payment eligibility for the software and work performed by Azteca Systems under this Agreement for the purpose of determining compliance with this Agreement.

Azteca Systems agrees to deliver or provide access (at the option of Azteca Systems) to all records requested by Licensee auditors that are directly related to the software products and services provided under this License Agreement within thirty (30) calendar days of the request at the initiation of the engagement and to deliver or provide access to all other records requested during the engagement within thirty (30) calendar days of each request. The Parties recognize that Licensee will incur additional costs if records requested by Licensee 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 that Licensee may assess liquidated damages in the amount of one hundred dollars ($100.00) per calendar day for each record requested that is not received. Such damages may be assessed beginning on the forty-fifth (45th) day following the date the request was made, provided that before assessing any liquidated damages, Licensee provides reasonable notice to Azteca Systems, setting forth the records for which it has not complied and providing 15 additional days to remedy the same. Accrual of fee will continue until specific performance is accomplished. This liquidated damage rate is not an exclusive remedy and Licensee retains all rights, including but not limited to, its rights to elect its remedies and pursue all legal and equitable remedies. However, in no event shall the liquidated damages exceed $10,000 and if Azteca fails to provide said records within 90 days, Licensee may terminate this License Agreement. The Parties expressly agree that these liquidated damages are not a penalty and represent reasonable estimates of fair compensation for the losses that reasonably may be anticipated from Azteca Systems' failure to comply

If, as a result of any engagement, it is determined that Azteca Systems has overcharged Licensee, Azteca Systems will re-pay Licensee for such overcharge and Licensee may assess interest up to twelve percent (12%) per year on the overcharge from the date the overcharge occurred. If it is determined that Azteca Systems has overcharged Licensee by more than three percent (3%) of the reimbursable amount, excluding any lump sum amount, contained in this Agreement, Azteca Systems will also pay for the entire cost of the engagement.

5.2   Azteca Systems agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

5.3   Insurance

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

    a.   Required Coverage – Minimum Limits

        1.   Workers' Compensation/Employer's Liability Insurance
The minimum limits of insurance (inclusive of any amount provided by an umbrella or excess policy) are:

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

        2.   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 Agreement will be the amounts specified herein. Coverage will be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, the Azteca Systems under this Agreement or the use or occupancy of Licensee premises by, or on behalf of, the Azteca Systems in connection with this Agreement. Coverages shall be provided on a form no more restrictive than ISO Form CG 00 01. Additional insurance coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 20 37 10 01.

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

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

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

Each Occurrence – Bodily Injury and Property Damage Combined	$1,000,000

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

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

5. Cyber Liability & Data Storage

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

i.   Network Security Liability covering liability for failures or breaches of network security and unauthorized access, including hackings and virus transmission or other type of malicious code, and electronic disclosure or use of confidential information, including personally identifiable information and personal health information;

ii. Privacy Liability covering liability, PCI fines, expenses, defense costs, and regulatory actions for disclosure of confidential information, including personally identifiable information and personal health information, even if not caused by a failure or breach of network security;

iii. Digital Asset Protection, including costs to reconstruct, restore or replace damaged software and data;

iv. Media liability, covering liability and defense costs for media wrongful acts such as defamation, disparagement, and copyright/trademark infringement and trade dress in the dissemination of internet content and media;

v.   Cyber-Extortion coverage, including negotiation and payment of ransomware demands and other losses from "ransomware" attacks resulting from the Services provided by Azteca Systems to the Licensee. Coverage extends to those payments made via traditional currencies, as well as non-traditional crypto-currencies such as Bitcoin;

vi. Data Breach Response Coverage, including coverage for notifying affected parties, setting up call center services, provision of credit monitoring services, identity theft protection services, computer forensic expenses, conduct, data reconstruction, legal expenses, and public relations expenses resulting from a breach of Network Security or other Privacy breach involving personally identifiable information and personal health information; and

vii. No exclusion for Cyber Terrorism coverage.

The minimum limits of liability shall be:

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

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of Services provided. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, Azteca Systems must purchase "extended reporting" coverage, which will provide coverage to respond to claims for a minimum of three years (3) after completion of Services completed during the Term of this Agreement.

The Cyber Liability Insurance Coverage may be subject to a deductible or self-insured retention of $1,000,000. Azteca Systems affirmatively states that in the event it does not have sufficient funds to cover the deductible or self-insured retention, then Azteca's parent company, Trimble, Inc. of which Azteca Systems is a wholly owned subsidiary, hereby guarantees to pay the deductible or self-insured retention.

6. Waiver of Subrogation

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

b. Conditions of Acceptance

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

5.4   Non-Discrimination

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

a. Azteca Systems will comply with the regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Agreement.

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

i.   Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
ii. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
iv. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
v.   The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
vi. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
vii. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

viii. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

ix. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

xi. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Azteca Systems must take reasonable steps to ensure that LEP persons have meaningful access to Azteca Systems' programs (70 Fed. Reg. at 74087 to 74100); and

xii. Title IX of the Education Amendments of 1972, as amended, which prohibits Azteca Systems from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

c. In all solicitations either by competitive bidding or negotiation made by the Azteca Systems 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 Azteca Systems of Azteca Systems' obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

d. Azteca Systems 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 Licensee or the FAA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Azteca Systems is in the exclusive possession of another who fails or refuses to furnish this information, Azteca Systems will so certify to Licensee or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

e. In the event of Azteca Systems' non-compliance with the non-discrimination provisions of this Agreement, Licensee will impose such contractual sanctions as it or the FAA may determine to be appropriate, including, but not limited to, withholding of payments to Azteca Systems under this Agreement until Azteca Systems complies, and/or cancellation, termination or suspension of this Agreement, in whole or in part.

Azteca Systems will include the provisions of Paragraphs a through e in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued thereto. Azteca Systems will take such action with respect to any subcontract or procurement as Licensee or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event Azteca Systems becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Azteca Systems may request Licensee to enter into such litigation to protect the interests of Licensee and, in addition, Azteca Systems may request the United States to enter into such litigation to protect the interests of the United States.

f. Azteca Systems assures that, in the performance of its obligations under this Agreement, it will fully comply with the requirements of 14 CFR Part 152, Subpart E (Non-Discrimination

in Airport Aid Program), as amended from time to time, to the extent applicable to Azteca Systems, 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. Azteca Systems, if required by such requirements, will provide assurances to Licensee that Azteca Systems will undertake an affirmative action program and will require the same of its subconsultants.

5.5   Licensee Approvals

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

5.6   Data Security

Azteca Systems will establish and maintain safeguards against the destruction, loss or alteration of Licensee data or third party data that Azteca Systems may gain access to or be in possession of in performing under this Agreement. Azteca Systems will not attempt to access, and will not allow its personnel access to, Licensee data or third party data that is not required for the performance of this Agreement by such personnel.

Azteca Systems and its employees, vendors, subcontractors, and sub-consultants will adhere to and abide by the security measures and procedures established by Licensee and any terms of service agreed to by Licensee with regards to data security. In the event Azteca Systems or Azteca Systems' subcontractor (if any) discovers or is notified of a breach or potential breach of security relating to Licensee data, Azteca Systems will promptly:

   a. Notify Licensee of such breach or potential breach; and
   b. If the applicable Licensee data or third party data was in the possession of Azteca Systems at the time of such breach or potential breach, Azteca Systems will investigate and cure the breach or potential breach.

5.7   Compliance with Laws, Regulations, Ordinances, Rules

As applicable to Azteca Systems, Azteca Systems, 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 and Regulations, Policies, Standard Procedures, and Operating Directives as are now or may hereinafter be prescribed by Licensee, 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 Licensee, including, but not limited to, permitted and restricted activities, security matters, and any other operational matters related to the operation of Airport. Azteca Systems, its officers, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Azteca Systems or Licensee by the Federal Government, including but not limited to, FAA or TSA. If Azteca Systems, 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 Licensee as a direct result of Azteca's failure to comply, then, in addition to any other remedies available to Licensee, Azteca Systems will be responsible and will reimburse Licensee in the full amount of any such monetary penalty or other damages. This amount must be paid by Azteca Systems within thirty (30) days from the date of written notice. If after notice of failure to comply, Azteca is unable to reasonably comply with any such regulations, rules or ordinances, then Azteca may terminate this License Agreement, and the liability of Azteca Systems will be to refund any unused license fees paid.

5.8   Compliance with Chapter 119, Florida Statutes Public Records Law

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

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

a. Keep and maintain public records required by Licensee in order to perform the Services contemplated by this Agreement.

b. Upon request from Licensee custodian of public records, provide Licensee 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.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement Term and following completion of this Agreement.

d. Upon completion of this Agreement, keep and maintain public records required by Licensee to perform the Services. Azteca Systems shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Licensee, upon request from Licensee custodian of public records, in a format that is compatible with the information technology systems of Licensee.

5.9   Subordination of Agreement

It is mutually understood and agreed that this Agreement will be subordinate to the provisions of any existing or future agreement between Licensee and the United States of America, its Boards, Agencies, Commissions, and others, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and this Agreement will be subordinate to the license or permit of entry which may be granted by the Secretary of Defense.

5.10   Prohibited Against Contracting with Scrutinized Companies

This Agreement will be terminated in accordance with Florida Statute Section 287.135(3) if it is found that Azteca Systems submitted a false Scrutinized Azteca Systems Certification as provided in Florida Statute Section 287.135(5) or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

5.11   Right to Amend

In the event that the United States Governments including but not limited to the FAA and TSA or their successors, Florida Department of Transportation or its successors, or any other governmental agency requires modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, Azteca Systems agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required for the Licensee to obtain such funds.

5.12   Complete Agreement

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

5.13   Relationship of the Parties

Azteca Systems is and will be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and Licensee will in no way be responsible therefore.

5.14   Ownership of Data

All Licensee data, information, reports, etc. will be and remain the property of the Licensee. .

5.15   FAA Approval

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

5.16   Organization and Authority to Enter into Contracts

The undersigned representative of Azteca Systems hereby warrants and certifies to Licensee that Azteca Systems 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 Agreement by his or her signature thereto and neither Azteca Systems, its officers or any holders of more than five percent (5%) of the voting stock of Azteca Systems have been found in violation of Florida Statute 287.133, concerning Criminal Activity on Contracts with Public Entities. If Azteca Systems is a corporation whose shares are not regularly and publicly traded on a recognized stock exchange, Azteca Systems 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 Agreement.

ADDENDUM #3
THIRD PARTY CONSULTANT/CONTRACTOR ACKNOWLEDGMENT

If Licensee (**Hillsborough County Aviation Authority**) engages any Third Party Contractor and desires to grant access to or permission to use the licensed software, the access may be granted subject to the following terms conditions and provisions:

1.   Access and use of the Licensed Products by any third party is solely for Licensee's benefit;

2.   The Third Party Contractor (or, if applicable, its employee) shall be considered, as applicable, the Authorized User for purposes of the applicable license type, and all use by such Third Party Contractor shall be in accordance with the terms and conditions of this Agreement;

3.   Before accessing the Licensed Products, the Third Party Contractor must agree in writing that (a) the software shall be used solely in accordance with the terms of this Agreement and solely for Licensee's benefit and (b) said Third Party Contractor shall be liable to Azteca Systems for any breach by it of this Agreement;

4.   Licensee hereby agrees and acknowledges that Licensee will be liable for any and all actions or omissions of the Third Party Contractor with respect to the use of the Licensed Products, as if such actions or omissions were the Licensee's;

5.   Upon expiration or termination of this Agreement, the rights of usage to any Third Party Contractor shall immediately terminate;

6.   Use of the Software by such Third Party Contractors on Licensee's behalf will be governed by the terms of this Agreement, and will require that Licensee purchase the appropriate license for each user utilized by such Third Party Contractor;

7.   Any breach of this Agreement by any Third Party Contractor(s) will be deemed to be a breach by Licensee;

8.   Licensee will ensure that Third Party Contractor agrees to comply with and does comply with the terms of this Agreement on the same basis as the terms apply to Licensee; and

9.   Any Third Party Contractor must sign a copy of this Addendum acknowledging that it has a copy of the Agreement and agrees to the terms herein, further Licensee shall provide a signed copy of this Addendum for every Third Party contractor to which it has granted permission to access and/or use the licensed software;

The rights granted under this Addendum, do not modify the license or increase the number of licenses granted under this Agreement. Third Party Contractor acknowledges acceptance by signing below, and providing a copy to Azteca Systems at contracts@cityworks.com.

_____
Third Party Contractor Name (Print)

By:_____
          Authorized Signature

Date: _____

ADDENDUM #4

CYBER LIABILITY INSURANCE COVERAGE DEDUCTIBLE OR SELF INSURED DEDUCTIBLE PAYMENT GUARANTEE

The Cyber Liability Insurance Coverage may be subject to a deductible or self-insured retention of 1,000,000. In the event Azteca Systems does not have sufficient funds to cover the deductible or self-insured retention, then Azteca's parent company, Trimble, Inc. of which Azteca Systems is a wholly owned subsidiary, hereby guarantees to pay the deductible or self-insured retention.

_____
Trimble, Inc. (Print)

By:_____
       Authorized Signature

Date: _____