

Master Services Agreement, Electronic Visual Display System (EVIDS)

between

SITA

and

Hillsborough County Aviation Authority
("Customer")

SITA Reference(s):

Contract Number: 2-00174747

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Service Schedule

Software List

Maintenance and Support Schedule

Pricing Schedule

PARTICULARS

Parties	SITA	Name	SITA Information Networking Computing USA Inc.
		Address	600 Galleria Parkway SE, Suite 1000, Atlanta, Georgia, 30339,
		Address for notices	As above
		Copy to	SITA, 26, Chemin de Joinville, 1216 Cointrin – Geneva Switzerland
		Fax	+41 22 747 6166
		Attention	General Counsel
		Attention	Contract Management, Air Transport Solutions
Customer		Name	Hillsborough County Aviation Authority (Customer)
		Address	P.O. Box 22287, Tampa, Florida 33622
		Address for notices	Hillsborough County Aviation Authority, Skycenter One, 5411 Skycenter Dr, Suite 500 Tampa, Florida 33607
		Fax	
		Attention	Chief Executive Officer
Recitals	A	SITA provides airport services and solutions to customers around the world.	
	B	Customer has requested, and SITA has agreed to provide, Services under the terms and conditions of this Master Services Agreement.	
Service(s)	<i>Maintenance Service for SITA Information Display System</i>		
Agreement(s) superseded and replaced by this Master Services Agreement (if any)			
Airport(s)/ Site(s)	Tampa International Airport (TPA)		
Effective Date	The date on which the last of the Parties to this Master Services Agreement signs it.		
Governing Law	Florida, United States of America		
Relevant CPI	The Consumer Price Index, "All items" for United States as published by the International Monetary Fund, with its webpage where that index is available as of the Effective Date at the following URL: https://data.imf.org/?sk=4FFB52B2-3653-409A-B471-D47B46D904B5 (or at any replacement URL) (CPI [MONTH, YEAR] = 100).		
SITA Reference(s)	Customer ALD/NCC	59865/JO+	
	Contract Number	2-00174747	

TERMS AND CONDITIONS

1 Definitions and Interpretations

1.1 Definitions

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

Acceptance Testing means, in respect of a Service, the testing of the Service as part of the delivery and implementation of the Service to Customer in accordance with acceptance testing procedure pre-defined by SITA or agreed upon by SITA and Customer.

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

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

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

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

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

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

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

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

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

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

Discloser means the party disclosing Confidential Information.

Dispute means any dispute, controversy, difference or claim between the Parties as to the construction of this Master Services Agreement or the rights or obligations of a party or any other

matter arising out of or relating to this Master Services Agreement, including any question regarding the existence, validity or termination of this Master Services Agreement.

Dispute Notice is defined in clause 13.3.

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

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

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

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

Force Majeure Event means an event which:

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

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

Incident means, unless otherwise defined in the applicable Service Schedule, any event which is not part of the standard operation of a Service, and which causes or may cause an interruption or reduction of the quality of the Service.

Incident Record means an occurrence of an Incident that is logged by the SITA Service Desk in its Service management systems and acknowledged through the provision on an Incident reference number by SITA.

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

Intellectual Property Rights (IPR) means all intellectual property rights including current and future registered and unregistered rights in respect of copyright (including rights in software and databases), database rights, designs, circuit layouts, trademarks, domains names, data structures, data models, rights in data, trade secrets, stored procedures, rights in know-how, patents, inventions and discoveries, rights in confidential information, and all other intellectual property as defined in Article 2 of the Convention Establishing the World Intellectual Property Organization 1967(as amended on September 28, 1979).

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

Moral Rights means any rights including the rights described in Article 6bis of the Berne Convention for the Protection of Literary and Artistic Works 1886 (as amended and revised from time to time), being "droit moral" or other analogous rights arising under any statute, that exist or that may come to exist, anywhere in the world.

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

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

Problem means the common cause of multiple Incidents occurring at one time or persisting over a period of time or a single major Incident having significant impact for which root cause and mitigating action are required to prevent or diminish a similar occurrence in the future.

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

Recipient means the party receiving Confidential Information.

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

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

Service Data means the output provided by SITA to Customer as a result of Customer's use of a Service, excluding Customer Data.

Service Desk means the first point of contact to request support.

Service Period means, in respect of a Service, the period during which SITA will supply that Service to Customer, as specified in the relevant Service Schedule.

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

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

SITA Materials means all materials, trade secrets, and data owned by SITA, Third Party Data provided by SITA and know how whether or not they show, display, describe or contain information about other material (including without limitation graphical user interface, screen layouts, etc., user command sets, user queries, business logic, release notes, functional structure, database structure, tables and stored procedures in whatever form) which is accessed by Customer or provided by SITA pursuant to this Master Services Agreement.

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

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

Software means any operating system installed on the Equipment.

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

Third Party Data means any data provided to SITA by third parties, including Government Agencies, and resupplied to Customer with the Services.

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

1.2 Interpretation

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

1.2.1.1 **(amendments)** a document (including this Master Services Agreement) includes any amendment to it;

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

1.2.1.3 **(law)** law means (i) common law, principles of equity, and laws made by the legislature (and laws made by the legislature include regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them); statute, statutory instrument, treaty, regulation, order, directive, by-law, decree; and (ii) judgments, resolutions, decisions, guidance, orders, notices or demands of a competent court, tribunal, regulatory body or governmental authority in each case having the force of binding law or by which either party is bound, in each case, as applicable;

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

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

- 1.2.1.6 (calculation of time) a period of time dating from a given day or the day of an act or event, is to be calculated exclusive of that day;
- 1.2.1.7 (meaning not limited) the words include, including, for example or such as when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind; and
- 1.2.1.8 (reference to **any thing**) any thing (including any amount) is a reference to the whole and each part of it.
- 1.2.2 No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Master Services Agreement or any part of it.
- 1.2.3 Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this Master Services Agreement.

2 About this Master Services Agreement

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

3 Structure of this Master Services Agreement

- 3.1 This Master Services Agreement is constituted of the following (whether attached or otherwise incorporated in this Master Services Agreement):
 - 3.1.1 the Terms and Conditions of this Master Services Agreement;
 - 3.1.2 the Service Schedule(s);
 - 3.1.3 any Equipment Schedule;
 - 3.1.4 any Maintenance and Support Schedule;
 - 3.1.5 the Pricing Schedule
 - 3.1.6 any Order(s) placed; and
 - 3.1.7 any appendices, exhibits or attachments to any of the above.

4 Service Period

- 4.1 The Service Period of this Master Services Agreement will commence on August 6, 2024, and end August 5, 2029, unless terminated earlier in accordance with Clause 10, Termination.

5 Intellectual Property Rights

- 5.1 All Intellectual Property Rights in the Service are either licensed to or are the property of SITA and, other than as expressly provided in this Master Services Agreement, this Master Services Agreement does not convey to Customer any right, title or interest in them.
- 5.2 All Service Data shall be the property of SITA from the date of its creation or development. No Service Data created or developed by the integration of Customer Data under this Master Services Agreement shall become the property of the Customer; provided that the risk and responsibility for the loss of, or damage to, any Customer Data shall remain with the Customer until delivery of such Customer Data to SITA.
- 5.3 SITA hereby grants to Customer a non-transferable, non-exclusive license to use the SITA Materials and the Service Data solely for the purposes of this Master Services Agreement for the Term. Unless otherwise agreed by the parties and in accordance with the terms of this Master Services Agreement, the Customer undertakes not to use, or authorize any third party to use, the SITA Materials and the Service Data for a purpose outside the scope of this Master Services Agreement.

- 5.4 The parties agree that other than as provided in this Master Services Agreement, nothing in this

Master Services Agreement transfers ownership in, or otherwise grants any rights in, any Intellectual Property Rights of a party.

- 5.5 If either party provides any material to the other party that contains any Intellectual Property Rights which were developed independently of this Master Services Agreement by the first party (**Pre-Existing Material**), then the first party grants to the other party a non-transferable, non-exclusive, royalty-free license to use the Pre-Existing Material during the Service Period of the Service, in relation to which it was provided, solely for the purpose of:
- 5.5.1 in the case of SITA, performing its obligations to Customer under this Master Services Agreement in relation to such Service; and
 - 5.5.2 in the case of Customer, using such Service in accordance with the terms and conditions of this Master Services Agreement.
- 5.6 Notwithstanding any other term of this Master Services Agreement, if, in the course of performing its obligations under this Master Services Agreement or providing the Service, SITA (whether alone or jointly with Customer) develops any material in which any Intellectual Property Rights arise (**Developed Material**), then all such Intellectual Property Rights shall vest in SITA. To this end, where relevant, Customer absolutely, unconditionally and irrevocably assigns to SITA in perpetuity all Intellectual Property Rights throughout the world that it may have in the Developed Material and will obtain any Moral Rights waivers and consents necessary to enable SITA to freely use and exploit that Developed Material. This assignment operates as an assignment of future Intellectual Property Rights to the extent that the Developed Material is not in existence at the Effective Date of this Master Services Agreement.

6 Price

- 6.1 SITA will invoice and Customer will pay the Price in accordance with Schedule five (5) Pricing, attached to this Master Services Agreement.
- 6.2 The Price is expressed in United States dollars (US\$).
Customer will pay the Price in the currency in which it is expressed, unless it is precluded to do so by law.
- 6.3 Customer agrees to pay each SITA invoice within thirty (30) days from the date of invoice. Invoices are to be submitted for payment electronically via the Customer's accounts payable inbox: payables@tampaairport.com.
- 6.4 If any sum payable under this Master Services Agreement is not paid by the Customer when such sum is due, that sum shall bear interest calculated from the date the sum is due until payment is made in full. The interest rate applicable shall be the amount specified by the Florida Prompt Payment Act (Section 218.75, Florida Statutes). SITA shall invoice Customer for any interest accrued in order to receive the interest payment (Section 218.74(4), Florida Statutes).
- 6.5 All sums payable to SITA under this Master Services Agreement shall become due immediately on its termination (unless for termination based upon SITA's breach), despite any other provision of this Master Services Agreement. This clause 6.5 is without prejudice to any right to claim for interest under the law, or any right under this Master Services Agreement.
- 6.6 Customer may not set off against any amount due for payment by Customer to SITA any amount owed by SITA to Customer, unless otherwise agreed in writing between SITA and Customer.

7 Taxes

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

8 Confidentiality

- 8.1 The Recipient will use Discloser's Confidential Information only for the purpose of exercising its rights or performing its obligations under this Master Services Agreement and will make no use of the Discloser's Confidential Information, in whole or in part, for any other purposes.
- 8.2 The Recipient may not disclose Discloser's Confidential Information to any person except:
- 8.2.1 to its Representatives, Affiliates or Representatives of its Affiliates, who have a legitimate need to know such information; or
 - 8.2.2 with the consent of the Discloser (which may be given or withheld in its absolute discretion); or
 - 8.2.3 if the Recipient is required to do so by applicable law, order of court or other regulatory authority, or a stock exchange; or
 - 8.2.4 if the Recipient is required to do so in connection with legal proceedings relating to this Master Services Agreement.
- 8.3 A Recipient disclosing Confidential Information to persons under clause 8.2.1 must advise such persons of this Master Services Agreement and direct them to treat Discloser's Confidential Information in accordance with the terms and conditions of this Master Services Agreement.
- 8.4 A Recipient disclosing Confidential Information in accordance with clause 8.2.3 must:
- 8.4.1 if it is practicable to do so, give the Discloser prompt written notice of such required disclosure in order to afford the Discloser an opportunity to seek a protective order or other legal remedy to prevent the disclosure;
 - 8.4.2 reasonably cooperate with the Discloser's efforts to secure such a protective order or other legal remedy to prevent the disclosure; and
 - 8.4.3 use reasonable efforts as allowed by law, if any, to resist disclosure until an appropriate protective order or other legal remedy to prevent the disclosure is obtained.
- 8.5 If, in the absence of a protective order or other legal remedy referred to in clause 8.4, the Recipient is legally required to disclose Discloser's Confidential Information, the Recipient may disclose such information without liability hereunder, provided that the disclosure is limited to only the Confidential Information specifically required to be disclosed.
- 8.6 Upon written request, to the extent consistent with law or professional obligation, the Recipient will return to the Discloser all Confidential Information in any form and any and all material or information derived from the Confidential Information, including any copies, except that one copy of the same may be retained for archival, professional, legal and evidence purposes only.
- 8.7 A party may not make press or other announcements or releases relating to this Master Services Agreement or any subject matter of this Master Services Agreement without the approval of the other party as to the form and manner of the announcement or release unless and to the extent that the announcement or release is required to be made by the party by law or by a stock exchange.
- 8.8 SITA may use or refer, in writing or otherwise, to the Customer (including its name) for reference purposes. Any approval by the Customer of SITA's use of the Customer's name permits the continued use by SITA of that name in a manner that is substantially similar to the approved use unless the Customer withdraws its approval by written notice to SITA.

9 Limitation of Liability

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

- 9.1.2 **Cumulative Liability.** Except with respect to a claim, judgment, cost, or expense resulting, or allegedly resulting, from bodily injury, including death and damage to tangible property, whether based on contract, indemnity, warranty, tort, strict liability, or otherwise, the maximum cumulative liability of SITA to Customer for damages arising, or alleged to have arisen, out of the performance of this Master Services Agreement by, or on behalf of, SITA shall be \$2 (two) million dollars.

10 Force Majeure

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

11 Termination

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

12 Consequences of Termination

- 12.1 On termination of this Master Services Agreement for any reason:
- 12.1.1 SITA may suspend any further Services under the Master Services Agreement without liability to Customer; and
- 12.1.2 If any Equipment has been delivered but not paid for in full, any unpaid part of the Price relevant to the sale of such Equipment will become immediately due and payable to SITA notwithstanding any previous agreement or arrangement to the contrary; and
- 12.1.3 Upon, termination of any of the Services before the end of its Service Period for any reason, except due to SITA's default, SITA shall be entitled to charge Customer the Minimum Monthly Charge for the month in which Services was terminated. SITA shall not be entitled to any other reimbursement.
- 12.2 The following clauses will survive the termination of this Master Services Agreement (for any reason):

clauses 1 (Definitions and Interpretation), 5 (Price), 6 (Taxes), 7 (Confidentiality), 8 (Limitation of Liability), 12 (Dispute Resolution) and 14 (General), as well as any other clause, which by its nature is intended to survive such termination.

13 Dispute Resolution

- 13.1 If a Dispute arises, then the Parties will use all reasonable endeavors to settle the dispute as quickly as possible.
- 13.2 Unless a party has complied with clauses 13.3 to 13.5, that party may not commence court proceedings or arbitration relating to the Dispute except where that party seeks urgent interim or interlocutory relief.
- 13.3 Any party claiming that a Dispute has arisen may give a written notice (**Dispute Notice**) to the other Party. The Dispute Notice must:
- 13.3.1 identify the Party's representative for negotiations relating to the Dispute, being a person with authority to settle the Dispute on behalf of that Party; and
 - 13.3.2 set out succinctly the issues the subject of the Dispute and, with relevant particulars, a description of the circumstances giving rise to the Dispute and the relief sought including, to the extent possible, the amount claimed.
- 13.4 The recipient of the Dispute Notice must within 14 days of receipt of the Dispute Notice reply in writing to the other party (**Reply**). The Reply must:
- 13.4.1 identify the recipient's representative for negotiations relating to the Dispute, being a person with authority to settle the Dispute on behalf of the recipient; and
 - 13.4.2 set out succinctly the recipient's response to the matters set out in the Dispute Notice and any additional matters the recipient considers relevant.
- 13.5 The representatives designated under clauses 13.3 and 13.4 will make whatever investigations each considers appropriate and, within thirty (30) days of receipt of the Reply, use their reasonable endeavors to resolve the dispute on a "without prejudice" basis.
- 13.6 Arbitration. If the Dispute is not resolved within the period of time specified in clause 13.5 then the Parties agree that each may seek to resolve the matter through litigation.

14 Notices

- 14.1 Unless expressly stated otherwise in this Master Services Agreement, all notices, certificates, consents, approvals, waivers and other communications in connection with this Master Services Agreement must be in writing, signed by the sender (if an individual) or an authorized officer of the sender and marked for the attention of the person identified in the Particulars or, if the recipient has notified otherwise, then marked for attention in the way last notified.
- 14.2 A communication must be:
- 14.2.1 left at the address set out in the Particulars;
 - 14.2.2 sent by prepaid ordinary post (airmail if appropriate) to the address set out in the Particulars; or
 - 14.2.3 sent by fax to the fax number set out in the Particulars.
- However, if the intended recipient has notified a changed postal address or changed fax number, then the communication must be to that address or number.
- 14.3 Notices shall not be deemed to be validly served if sent by e-mail.
- 14.4 A communication will take effect from the time it is received unless a later time is specified.
- 14.5 If sent by post, a communication is taken to be received three days after posting (or seven days after

posting if sent to or from a different country).

- 14.6 If sent by fax, a communication is taken to be received at the time shown in the transmission report as the time that the whole fax was sent.

15 General

- 15.1 This Master Services Agreement and any Disputes or Claims arising out of or in connection with it or its subject matter or formation (including non-contractual Disputes or Claims) are governed by the law in force in the place specified in the Particulars.
- 15.2 The Parties hereby expressly exclude the application of the Hague Convention pertaining to a Uniform Law on International Sale of Goods, dated July 1st, 1964, as well as the United Nations Convention on Contracts for the International Sale of Goods, dated April 11, 1980.
- 15.3 Each party submits to the exclusive jurisdiction of the courts of the place referred to in clause 15.1. Subject to clause 13.2 only, each party waives any right it has to object to an action being brought in those courts including, without limitation, by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.
- 15.4 The Parties hereby expressly acknowledge and agree that, having taken independent legal advice, the provisions in clause 7 have been negotiated and are in all respects fair and reasonable and reflect a duly considered allocation of risk between the Parties.
- 15.5 A party must not assign, transfer or otherwise deal with any of its rights or obligations under this Master Services Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed). Despite the foregoing, SITA may novate this Master Services Agreement or assign its rights under this Master Services Agreement to a member of the SITA Group on notice to the Customer. In this instance, the Customer consents to such novation or assignment by SITA and agrees to execute all documents necessary to give effect to the assignment or novation by SITA referred to in the foregoing sentence.
- 15.6 If the whole or any part of a provision of this Master Services Agreement is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this Master Services Agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this Master Services Agreement or is contrary to public policy.
- 15.7 This Master Services Agreement constitutes the entire agreement between the Parties relating to its subject matter and supersedes all prior understandings, arrangements and agreements between the Parties in this respect.
- 15.8 This Master Services Agreement does not make a party an agent, joint venturer, partner or employee of the other party for any purpose or creates any agency or trust and no party has the power or authority, to bind the other party in any way.
- 15.9 A party may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless this Master Services Agreement expressly states otherwise. If a party does not exercise a right or remedy fully or at a given time, the party may still exercise it later.
- 15.10 Unless otherwise set out in this Master Services Agreement, the rights and remedies provided in this Master Services Agreement are in addition to other rights and remedies given by law independently of this Master Services Agreement and none of them will be in limitation of any other right or remedy.
- 15.11 Unless otherwise set out in this Master Services Agreement, a provision of this Master Services Agreement or a right created under it, may not be waived or varied except in writing, signed by the party or Parties to be bound. A waiver by either party of any of the terms or conditions of this Master Services Agreement will be not deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach of such term or condition.
- 15.12 No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Master Services Agreement or any part of it.
- 15.13 Each party agrees to pay its own legal and other costs and expenses in connection with the

negotiation, preparation and execution of this Master Services Agreement.

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

16 Extra Work and Changes in the Work

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

17 Customer Approvals

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

18 Compliance with Chapter 119, Florida Statutes Public Records Law

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

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

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

19 Security Badging

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

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

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

20 Right to Amend

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

21 Americans With Disabilities Act

SITA will comply with the applicable requirements of the Americans with Disabilities Act; the Florida Americans with Disabilities Accessibility Implementation Act; Florida Building Code, Florida Accessibility Code for Building Construction; and any similar or successor laws, ordinances, rules, standards, codes, guidelines, and regulations and will cooperate with Customer concerning the same subject matter.

22 FAA Approval

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

23 Severability

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

24 Complete Agreement

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

25 SITA And Customer To Enter Into Contract

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

26 Invoices

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

27 Payment Method

SITA will receive electronic payments via Automated Clearing House (ACH), ePayables, or Purchasing Card (Pcard). Information regarding the electronic payment methods and processes including net terms is available on Customer website at www.TampaAirport.com > Business & Community > Business Opportunities > Supplier Resources > Work with Procurement > Supplier Resources & Training > Electronic Payment Methods. Customer reserves the right to modify the electronic payment methods and processes at any time. SITA may change its selected electronic payment method during the Term of this Master Services Agreement in coordination with Accounts Payable.

28 Payment When Services Are Terminated at the Convenience of Customer

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

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

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

29 Prompt Payment

SITA must pay any of its subcontractor(s) who have submitted verified invoices for work already performed within ten (10) calendar days of being paid by Customer. Any exception to this prompt payment provision will only be for good cause with prior written approval of Customer. Failure of SITA to pay any of its subcontractor(s) accordingly will be a material breach of this Master Services Agreement.

30 Accounting Records and Audit Requirements

30.1 Books and Records

Master Services Agreement, Electronic Visual Display System (EVIDS)
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In connection with payments to SITA under this Master Services Agreement, it is agreed SITA will maintain full and accurate books of account and records customarily used in this type of business operation, in conformity with Generally Accepted Accounting Principles (GAAP). SITA will maintain such books and records for five years after the end of the Service Period of this Master Services Agreement. Records include, but are not limited to, books, documents, papers, and records of SITA directly pertinent to this Master Services Agreement. SITA will not destroy any records related to this Master Services Agreement without the express written permission of Customer.

30.2 Financial Reports

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

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

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

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

SITA agrees to deliver or provide access to all records requested by Customer auditors within fourteen (14) calendar days of the request at the initiation of the engagement and to deliver or provide access to all other records requested during the engagement within seven (7) calendar days of each request. The Parties recognize that Customer will incur additional costs if records requested by Customer auditors are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree Customer may assess liquidated damages in the amount of one hundred dollars (\$100.00) per day, for each requested record not received. Such damages may be assessed beginning on the eighth (8th) day following the date the request was made. Accrual of such fee will continue until specific performance is accomplished.

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

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

30.3.1 Security Audits

Customer may request, not more than 1 time in a rolling 12-month period, unless a Security Incident warrants otherwise, as determined by the Customer, that SITA respond to a security questionnaire

regarding SITA's security policies, securities procedures or security technical controls (collectively "Security Processes") as such relate to Customer Data. Such questionnaire shall be reasonable and not unduly burdensome.

SITA shall respond within 45 days to such questionnaire relating to such Security Processes in relation to Customer's Data.

Customer shall not exercise such audit right more frequently than once per twelve (12) month rolling period and shall bear the full cost and expense of any such questionnaire at SITA's current billable rate, but not to exceed 80 hours without the written consent of the Customer, unless such discloses a Security Incident (as defined below), in which case SITA shall bear the full cost and expense of such questionnaire and a further questionnaire may be conducted by Customer's representatives within the following twelve (12) month period. A "Security Incident" means, with respect to any Customer Data that is processed by SITA or SITA's employees, agents or contractors: (i) the loss, misuse, intrusion, compromise or vulnerability (by any means) of Customer Data; (ii) the inadvertent, unauthorized, and/or unlawful processing, modification, corruption, sale, rental, or destruction of Customer Data; (iii) the penetration of any SITA system associated with Customer Data; or (iv) any potential or confirmed act or omission that would result in any of the events described in clause (i), (ii) or (iii).

Any questionnaires requested regarding SITA's Security Processes will be subject to the following terms:

- a) shall be restricted to review of SITA's services provided under this Master Services Agreement;
- b) shall be subject to the confidentiality clause of this Master Services Agreement, including that Customer will disclose to SITA any third-party that it intends to have review the questionnaire and that Customer represents and warrants that such third-party will be bound by a written and signed agreement with the same or similar confidentiality obligations as those under this Master Services Agreement;
- c) shall be subject to a prior reasonable notice from Customer that shall not be less than thirty (30) days;
- d) shall not include either security scans or any other intrusion testing on any SITA systems, without prior written consent of SITA;
- e) shall be restricted to only viewing of documents, which does not include production of any copies; and
- f) shall be subject to full sharing of Customer's comments with SITA, and no sharing of such results with a third-party shall be done without SITA's prior and specific written agreement unless such third-party is authorized by the Customer to act on Customer's behalf, subject to applicable law. Such authorized sharing shall in any case be subject to compliance with (b).

NOTE: SITA cannot allow access to its systems as it could expose the confidential data of other SITA customers. SITA does not provide its actual technical controls or procedures as this is a violation of SITA's security policies. SITA will provide responses to annual questionnaires regarding any of these matters.

31 Insurance

31.1 Insurance

SITA must maintain the following limits and coverages uninterrupted or amended through the Service Period of this Master Services Agreement. In the event SITA becomes in default of the following requirements Customer reserves the right to take whatever reasonable actions deemed necessary to

protect its interests. Required liability policies other than Workers' Compensation/Employer's Liability and Professional Liability, will provide that Customer, members of the Customer's governing body, and Customer officers, volunteers and employees are included as additional insured.

31.2 Required Coverage – Minimum Limits

31.2.1 Commercial General Liability Insurance

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

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

31.2.2 Workers' Compensation and Employer's Liability Insurance

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

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

31.2.3 Business Automobile Liability Insurance

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

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

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

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

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

31.2.5



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

31.2.6 Waiver of Subrogation

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

31.3 Conditions of Acceptance

The insurance maintained by SITA must conform at all times with the Customer's Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time, and is posted on the Customer website at www.TampaAirport.com > Business & Community > Business Opportunities > Supplier Resources > Work with Procurement > Supplier Resources & Training > Insurance for Suppliers.

32 Non-Discrimination

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

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

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

32.2.1 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

32.2.2 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

32.2.3 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

[REDACTED]



- 32.2.4 Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
 - 32.2.5 The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
 - 32.2.6 Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - 32.2.7 The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - 32.2.8 Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
 - 32.2.9 The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - 32.2.10 Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - 32.2.11 Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, SITA must take reasonable steps to ensure that LEP persons have meaningful access to SITA’s programs (70 Fed. Reg. at 74087 to 74100); and
 - 32.2.12 Title IX of the Education Amendments of 1972, as amended, which prohibits SITA from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- 32.3 In all solicitations either by competitive bidding or negotiation made by SITA for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier must be notified by SITA of SITA’s obligations under this Master Services Agreement and the Regulations relative to non-discrimination on the grounds of race, color or national origin.
 - 32.4 SITA will provide all information and reports required by the Regulations or directives issued pursuant thereto and must permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Customer or the FAA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of SITA is in the exclusive possession of another who fails or refuses to furnish this information, SITA will so certify to Customer or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
 - 32.5 In the event of SITA’s non-compliance with the non-discrimination provisions of this Master Services Agreement, Customer will impose such contractual sanctions as it or the FAA may determine to be appropriate, including, but not limited to, withholding of payments to SITA under this Master Services Agreement until SITA complies, and/or cancellation, termination or suspension of this Master Services Agreement, in whole or in part.
 - 32.6 SITA will include the provisions of Clauses 32.1 through 32.5 in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued thereto. SITA will take such action with respect to any subcontract

or procurement as Customer or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event SITA becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, SITA may request Customer to enter into such litigation to protect the interests of Customer and, in addition, SITA may request the United States to enter into such litigation to protect the interests of the United States.

- 32.7 SITA assures that, in the performance of its obligations under this Master Services Agreement, it will fully comply with the requirements of 14 CFR Part 152, Subpart E (Non-Discrimination in Airport Aid Program), as amended from time to time, to the extent applicable to SITA, to ensure, among other things, that no person will be excluded from participating in any activities covered by such requirements on the grounds of race, creed, color, national origin, or sex. SITA, if required by such requirements, will provide assurances to Customer that SITA will undertake an affirmative action program and will require the same of its subconsultants.

33 Compliance With Laws, Regulations, Ordinances, Rules

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

34 Agent for Service of Process

It is expressly agreed and understood that if SITA is not a resident of the State of Florida, or is an association or partnership without a member or partner resident of said State, or is a foreign corporation, then in any such event SITA does designate the Secretary of State, State of Florida, as its agent for the purpose of service of process in any court action between it and Customer arising out of or based upon this Master Services Agreement, and the service will be made as provided by the laws of the State of Florida, for service upon a non-resident. It is further expressly agreed, covenanted, and stipulated that if for any reason service of such process is not possible, and SITA does not have a duly noted resident agent for service of process, as an alternative method of service of process, SITA may be personally served with such process out of this State, by the certified return receipt mailing of such complaint and process or other documents to SITA at the address set out hereinafter in this Master Services Agreement or in the event of a foreign address, deliver by Federal Express and that such service will constitute valid service upon SITA as of the date of mailing and SITA will have thirty (30) days from date of mailing to respond thereto. It is further expressly understood that SITA hereby agrees to the process so served, submits to the jurisdiction of the state or federal courts located in Hillsborough County, Florida, and waives any and all obligation and protest thereto, any laws to the contrary notwithstanding.

35 E-Verify Requirement

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

36 Standard Escalation Procedure

SITA commences each engagement with a new customer by reviewing SITA's standard Incident, Change and Problem Management and Escalation processes with the Customer's nominated lead for delivery and transition. The standard process is adaptable to meet Customer requirements, and where identified, integrated to automate wherever possible.

To support each and every Incident that is created, SITA includes this Standard Escalation Procedure. The process starts with each user reporting incidents to the Service Desk with details of the Incident, including service, device, location, impact, and any steps already taken. The Incident record is then created and managed centrally by the Service Desk. The SITA Customer Success Manager is automatically informed of the Incident, irrespective of Incident priority. The Service Desk then routes the Incident to the level two remote application support resolver groups to manage the incident. This routing is based upon SITA's standard scripts and processes but will be reviewed with Customer and agreed to prior to Service commencement.

The IT Service Management ("ITSM") platform will be configured for each Service to automatically escalate an Incident based on priority or duration of Incident life cycle. At various agreed points, the next step in the escalation path is pre-defined to ensure timely resolution and communication to all parties. The following table is representative and will be developed with Customer as necessary, including identifying specific roles and names for Customer.

Escalation Levels	Groups to be Notified	Customer Contact*
Incident Level	Incident Owner Incident Owner Team Lead Current Dispatched Resolver Group Site and Service Operations Manager	Customer Service Desk <i>Hillsborough County Aviation Authority</i>
1st Level	Same as above	Same as above, plus Sr. Manager of Passenger Processing
2nd Level	Same as above plus Service Desk Shift Manager	Same as above
3rd Level	Same as above plus Incident Owner Senior Manager Resolver Group Senior Manager Relevant SITA Territory Manager of Customer	Same as above
4th Level	Same as above plus SITA Director	Same as above

SITA's Standard Escalation Procedure works on a cooperative and informed customer/supplier approach, such that both parties have the same escalation steps and communication throughout the Incident life cycle. Incidents can also be created on reactive and proactive basis through any strategic AIOps tool set, which can be integrated in the future. So, irrespective of the means used to create an Incident, the same Standard Escalation Procedure applies.

At any time during the Incident lifecycle, when the Service is restored, the Standard Escalation Procedure stops, with all Incident details then captured for reporting and review purposes in the ITSM tool. Customer will have full access to the ITSM tool, reports and Incident, Change, Problem etc., to ensure real-time knowledge of Service performance. The ITSM tool records the Incident restoration performance against each Incident, which is transparent to Customer.

37 Anti-Human Trafficking Laws

SITA is required to complete Exhibit B, Affidavit of Compliance with Anti-Human Trafficking Laws, at the time this Master Services Agreement is executed and to complete a new Exhibit B for each renewal option period, if any.

This Master Service Agreement will be terminated in accordance with Florida Statute Section 787.06 (13) if it is found that SITA submitted a false Affidavit of Compliance with Anti-Human Trafficking as provided in Florida Statute Section 787.06 (13).

Schedule 1– Service Schedule for SITA Information Display System

1 Definitions

The following words have these meanings in this Schedule:

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

Charges means, in respect of a Service, the fees and charges applicable to the provision of that Service, as set out in the Pricing Schedule or elsewhere in this Master Services Agreement

FIDS means Flight Information Display System

LAN means local area network.

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

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

Time and Materials means a billing concept where all labor expended in the delivery of services is charged on the basis of time spent delivering the services and any expenses incurred for materials used in the delivery of the services are charged to Customer at rates determined by SITA.

Update(s) means a set of changes to software to enable (for example) bug fixes, provide improvements to address security vulnerabilities, enable minor features, improve usability, or implement performance changes or patches.

VPN means virtual private network.

2 Service Description

2.1 Service Overview

2.1.1 SITA Information Display System is a module within SITA Passenger Information product (formerly AirportVision) (**Service**). It is an airport flight information display system (**System**), distributing information in multiple formats to display devices at the Airport and remotely (for example, on the Airport's website, etc.).

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

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

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

2.2 Standard Features

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

2.2.2 The Service includes the following core modules and capabilities:

- (a) Information Display – (APV version 8)

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

- (b) Information Display-Visual Messaging

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

This feature allows Customer to create and display all types of messages, define message types and create canned messages.

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

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

2.3 **Optional Features**

2.3.1 Information Display-Connect

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

2.3.2 Information Display-Design

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

2.3.3 Information Display-Sign View

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

2.3.4 Information Display-High Availability

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

2.3.5 Information Display-Media Manager

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

2.3.6 Information Display-Announce

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

2.3.7 Information Display-2Web

This module provides integration of the System data to the Airport's website.

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

3 **Service Particulars**

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

3.2 The optional modules of the Service which SITA will provide to Customer are set out in Appendix 1 –

Service Particulars to this Schedule.

4 Service Dependencies

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

4.1.1 Customer will (at its own cost and expense) provide and maintain:

- (a) LAN, including support and security, if LAN is not provided by SITA;
- (b) A server utilizing Microsoft Windows 2022 Server and Microsoft SQL Server 2019 (or newer versions recommended by SITA); and
- (c) A VPN connection and access credentials for remote Service support by SITA.
- (d) The OAG Direct FV XML subscription.
- (e) The power and data cabling for each Tugman location.
- (f) The power outlets within 6 feet distance from each Tugman device and contract an electrician if specific power connections are needed.
- (g) All required hardware and licenses (Microsoft Windows, Microsoft SQL, Antivirus, for the APV servers). Server installation or configuration are not included.
- (h) New VMs for the servers (Microsoft Windows and Microsoft SQL Servers).

4.1.2 L1 Break fix for all hardware will be provided by Customer, including RMA, spares and asset management. Customer will be responsible for any physical replacement for fault devices. SITA will provide remote support only.

4.1.3 Customer will provide and maintain:

- (a) New or replacement DDCs and displays to exchange for defectives.
- (b) Workstation(s) running Microsoft Windows 11 (or newer version recommended by SITA) and Microsoft Edge, Internet Explorer.

5 Service Conditions

5.1 **General Customer Obligations**

5.1.1 Customer shall:

- (a) source all data, including obtaining any permissions for using third-party data;
- (b) demonstrate to SITA that Customer operates an organizational change management program that contains (as a minimum) a communications plan, a training plan and a schedule of organizational events, to enable adoption of the Service within the Customer's organization within the Implementation Plan timescales. Customer shall operate such organizational change management program throughout implementation of the Service; and

permanently delete all copies of software, that was made available by SITA, on any Customer equipment immediately upon the termination or expiration of the Service Period, except that such does not require deletion that would conflict with applicable record retention laws or Customer's record retention policies. Customer shall fully cooperate with SITA to the extent allowed by law in connection with the permanent deletion of such software.

5.2 **Acceptance of Service Systems or Elements**

5.2.1 Each such system or element will be deemed accepted by Customer, and SITA will be entitled to commence charging for such system or element, upon occurrence of one (or more) of the following:

- (a) SITA has satisfied itself that:
 - (i) The Service is accessible to Customer from its premises;

- (ii) any interfaces to be delivered to Customer as part of the Service are operational;
- (iii) any implementation activities to be carried out by SITA in accordance with the Master Services Agreement have been carried out;
- (iv) any training to be provided to Customer Users in accordance with the Master Services Agreement have been provided; and/or
- (v) Customer has tested and validated the data output and Customer has started using the Service for the purposes of its operations.

5.3 Additional Charges

The Charges for integration services have been assessed on the basis of a standard Application Interface. In the event the Customer requires more complex Application Interfaces and the time required to perform the integration services exceeds the basis on which the Charges have been calculated, SITA shall advise Customer of such cost prior to incurring any additional Charges. At its sole discretion, Customer shall have the right to approve or decline any additional Charges. SITA shall charge the Customer for any preapproved additional work on a Time and Material basis at SITA's then current rates, provided that any such additional work is not attributable to any fault on SITA's part.

5.4 Inputted Data

SITA takes no responsibility for any data inputted into the Service, or for any reports or data generated by the Service dependent on Customer (or its agent's) inputted data. Accuracy of reports is fully dependent upon data input. SITA does not supply data input as part of this Service. SITA excludes all liability for any data errors caused by the Customer (or its agent's) inputting of data.

5.5 Service Security in Customer Environment

SITA takes no responsibility for the security of the Service in the Customer's computing environment. The Customer shall be responsible for all network security and local security (e.g. firewalls, virus and malware protection, user access, passwords, administration, network monitoring, physical security and so on). SITA excludes all liability for any security breach relating to Service users, data input or the local computing environment.

5.6 Language

Unless otherwise agreed by the Parties in writing, the Service, documentation and all communication (written and verbal) about the Service shall be in the English language. This includes, but is not limited to, any deliverables, training, reports, on-line help and custom fields.

5.7 Modifications

5.7.1 SITA may at its option on notice by e-mail (or other electronic means) to Customer: a) apply Updates; and/or b) modify, enhance or update the Service Documentation from time to time as reasonably required.

5.7.2 The Customer shall implement an Update within three (3) months of the Update notice if the Version of the Application the Customer uses is more than two (2) Versions, excluding Patch Releases, behind the latest Version in the Update notice.

5.7.3 **Version** means any released version of the Application and includes, but is not limited to:

Major Release meaning a version of the Application identified by a change to the number to the left of the first decimal point in the Application versioning, for example, Application 1.3.2 to Application 2.0.0;

Minor Release meaning a version of the Application identified by a change to the number to the right of the first decimal point in the Application versioning, for example, Application 2.3.5 to Application 2.4.0;

Point Release meaning a version of the Application identified by a change to the number to the right of the second decimal point in the Application versioning, for example, Application 2.4.2 to 2.4.3; and

Patch Release meaning an individual patch or set of patches in a service pack.

5.8 **End-of-Life Policy**

The SITA Managed Service End-of-Life Policy applies to the Service. This policy is incorporated into this Service Schedule and attached hereto as Exhibit A.

5.9 **Operational Improvement and Security**

SITA and the Customer agree that all data received by SITA from (or on behalf of) Customer may be anonymized and aggregated by SITA for research and analytics for Service improvement, operational efficiency and security. This provision is subject to all other parts of the Master Services Agreement, and SITA shall at all times comply with its obligations under the Master Services Agreement and under all applicable laws and follow best practices for research.

5.10 **Unauthorized Use and Re-supply**

The Service cannot be used for, or re-supplied to, other parties unless explicitly agreed by SITA. Customer agrees that it shall not in any circumstances use the Service for, or re-supply the Service to, United States “black-listed” parties, being US “SDGTs” – Specially Designated Global Terrorists. The Customer acknowledges that such use of the Service for, or re-supply of the Service to, US SDGTs may result in termination of the Service immediately.

5.11 **Disclaimer**

5.11.1 SITA SHALL NOT BE LIABLE FOR ANY SERVICE FAILURES, DELAYS, OR LOSS TO CUSTOMER CAUSED BY CUSTOMER’S FAILURE TO PERFORM AND/OR COMPLY WITH (AS APPLICABLE) THE SERVICE DEPENDENCIES LISTED IN PARAGRAPH 4 (SERVICE DEPENDENCIES) OF THIS SCHEDULE AND/OR THE OBLIGATIONS OF CUSTOMER WITHIN THE SERVICE CONDITIONS LISTED IN THIS PARAGRAPH 5 (SERVICE CONDITIONS) OF THIS SCHEDULE.

Appendix 1 – Service Particulars

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

(select one or more boxes, as applicable)

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

Schedule 2 – Software List

1. Software maintained by SITA

Description	Quantity
Airport Vision Software	
APV 8.0 Modules	1
- DDCGen	
- Design	
- Connect	
- Web Client	
- Video Drivers	
- Media Manager	
- Tugman	
Service Desk Support	

Description	Quantity
Airport Vision Hardware	
Tugmans	21



Schedule 3 – Maintenance and Support Schedule

1 Definitions

The following words have these meanings in this Schedule 3:

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

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

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

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

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

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

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

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

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

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

2 Applicability of Schedule

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

SITA Information Display System

3 Maintenance and Support - Elements

3.1 In relation to this Service, SITA will provide to Customer remote software maintenance and support services for the software shown on Schedule 2 – Software List comprising the following elements:

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

- (a) Software incident management resolution;
- (b) escalation management;
- (c) Problem Management; and
- (d) SITA Change management.

3.1.2 Level 2 Remote Software Support – Service support through the SITA Command Center.

3.1.3 Level 3 Remote Software Support – Service support through the SITA Development and Certification team.

4 Level 1 Support - SITA Service Desk

4.1 The SITA Service Desk will:

4.1.1 be responsible for ensuring that all Incidents are recorded and managed to successful

- resolution;
 - 4.1.2 provide resources to deal with Customer-impacting issues and to properly refer Customer's Change Requests;
 - 4.1.3 monitor the timely handling of the Incident by each assigned Resolver Group initiating escalation actions as required; and
 - 4.1.4 provide services in English.
- 4.2 Incident Management**
- 4.2.1 Incident Management is triggered by:
 - (a) Customer or Customer's on-site support staff reporting the Incident to the SITA Service Desk.
 - 4.2.2 The SITA Service Desk will perform the following actions for reported Incidents by the Customer:
 - (a) log and categorize reported Incidents;
 - (b) track the Incident through to resolution;
 - (c) provide status updates to Customer;
 - (d) engage appropriate Incident resolution resources;
 - (e) escalate to appropriate Resolver Groups and levels of support;
 - (f) assign to the Customer's Service Desk for dispatch to Customer' onsite Resolver Group where applicable;
 - (g) identify known errors and repetitive Incidents, providing a work-around where applicable;
 - (h) follow-up for status on actions taken by support groups outside of SITA;
 - (i) verify closure with Customer and where applicable obtain Customer concurrence for Incident closure;
 - (j) respond to Customer User queries regarding Incidents;
 - (k) initiate Customer communications during critical situations;
 - (l) initiate escalation procedures for critical situations; and
 - (m) close the Incident Record and document the Incident resolution.
 - 4.2.3 When appropriate, SITA may use remote management tools to address Customer's service needs. SITA will:
 - (a) define a security policy and procedures for remote management access, if applicable;
 - (b) obtain Customer's permission to perform a remote Workstation takeover, if required; and
 - (c) establish a schedule for remote management adjustments to be made and advise Customer if requested and if applicable.
- 4.3 Escalation Management**
- 4.3.1 Should an Incident not be resolved, the SITA Service Desk shall provide status updates to Customer in accordance with the Section 36. Standard Escalation Procedure of the Master Services Agreement.
 - 4.3.2 The SITA Service Desk may trigger escalation procedures.
 - 4.3.3 The objectives of the escalation procedures are to ensure that:
 - (a) an Incident is rectified as quickly as possible;
 - (b) all measures are taken to minimize any disruption to Customer's operations;

- (c) if an Incident cannot be resolved within pre-determined periods, affected Customer Users are notified of the Incident and the progress of its resolution;
- (d) appropriate and progressively more senior SITA staff are made aware of the Incident and the actions being taken for resolution; and
- (e) appropriate resources are deployed as necessary to assist the resolution effort.

4.4 **Problem Management**

- 4.4.1 SITA will provide Problem Management to identify, remove the cause and minimize the impact of repeated Incidents and Problems on provided Software services.
- 4.4.2 Problem Management will work to identify the root cause of the Problem, initiate corrective actions and resolve the Problem.

4.5 **Change Management**

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

5 **Level 2 Remote Software Support - The SITA Command Center**

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

- 5.1.1 platform software updates; and
- 5.1.2 launch application updates.

- 5.2 The SITA SCC will:

- 5.2.1 perform Incident resolution or identify Problems where root cause is unknown;
- 5.2.2 notify the SITA Service Desk when the Customer onsite technicians need to be dispatched for hardware break/fix, if applicable;
- 5.2.3 escalate to SITA Airport Operations team (the Problem Management team);
- 5.2.4 perform workarounds identified by the Problem Management team for Incident resolution;
- 5.2.5 notify SITA's Application Management team(s) of any hardware change that may impact the applications running on that hardware, when notified by the Customer;
- 5.2.6 receive global work order notification when a new release is available;
- 5.2.7 perform System change to deploy new software release; and
- 5.2.8 notify SITA Service Desk upon completion of any Change or resolution of any Incident.

6 **Level 3 Remote Software Support - Development and Certification Team**

SITA's Level 3 Support owns the following responsibilities:

- 6.1.1 receives requests for Incident and Problem Management support via Level 2 Support teams;
- 6.1.2 performs root cause analysis to identify bugs or requirements for code change;
- 6.1.3 engages SITA's Development Team to fix bugs or apply code changes in next Service application release;
- 6.1.4 notifies SITA's Operational Release Management team of upcoming release availability;
- 6.1.5 performs recommendation and action planning to update obsolete resources and migration to new versions of software and/or platforms;
- 6.1.6 performs small developments, monitoring shell scripts, scheduled tasks, and delete logs; and

- 6.1.7 Level 3 Remote Software Support is complemented by SITA's Development Group that owns the following responsibilities:
 - 6.1.7.1 develops required code change and bug fixes;
 - 6.1.7.2 performs certification and testing of new releases;
 - 6.1.7.3 makes releases available to SITA's Airport Operations team for global release following beta certification;
 - 6.1.7.4 notifies SITA's Airport Operations team of availability of a new release; and
 - 6.1.7.5 develops functional and technical documentation associated with new developments and user manuals for the scheduled tasks and shell scripts.

The Level 3 Remote Software Support coverage hours are based on SITA's normal business hours for Level 3 support Monday – Friday, 9.00 am - 5.00 pm EST.

7 Customer Responsibilities

7.1 Customer's responsibilities include (at Customer's cost):

- 7.1.1 Provide additional training to Customer Users should Customer feel that lack of training is contributing to levels of Incidents;
- 7.1.2 Ensure basic support for the Authorized Customer Equipment;
- 7.1.3 Submit Change Requests to SITA, with a clear definition of requirements. SITA must return a Scope of Work and cost proposal within thirty (30) days of Customer submission;
- 7.1.4 Agree with SITA on a timetable for any planned changes that require work to be done by SITA;
- 7.1.5 Supply SITA with Customer User contact details;
- 7.1.6 Ensure that the installation of other hardware at the site will not cause interference to the Authorized Customer Equipment;
- 7.1.7 Evaluate equipment with SITA at equipment's five (5) year life to determine possible replacement by the Customer;
- 7.1.8 Provide replacement of Authorized Customer Equipment when maintenance is no longer feasible and Equipment is damaged beyond repair;
- 7.1.9 Provide all on site hardware diagnostics, hardware replacement and repair referenced in 7.2 and 7.3 before contacting SITA for remote software support; and
- 7.1.10 Notify SITA of Incidents and hardware changes based on Change Management process.

7.2 Incident Resolution

- 7.2.1 Customer shall perform the following on-site activities when required to resolve Incidents or to resolve or avoid Problems:
 - (a) investigate and diagnose the cause of Incidents and Problems;
 - (b) take appropriate actions to resolve Incidents and Problems;
 - (c) apply emergency software patches and updates when required;
 - (d) update configuration information when required; and
 - (e) ensure that other related activities are reported and recorded by the SITA Service Desk.

7.3 Hardware Maintenance

- 7.3.1 Customer will provide services to maintain in working order the Equipment.
- 7.3.2 The Hardware maintenance includes:
 - (a) repairing defective equipment;
 - (b) replacing defective equipment using Customer-provided spare units if necessary;

- (c) monitoring spares movements and managing spares inventory;
- (d) shipping defective items of equipment that cannot reasonably be repaired locally to an appropriate equipment depot Resolver Group and receiving repaired devices from the equipment depot Resolver Group and returning them to stock;
- (e) recording and updating the detail and status of the maintenance and support provided in the resolution of Incidents through to resolution; and
- (f) Preventive Maintenance as described below.

7.3.3 Preventive Maintenance

- (a) Preventive Maintenance will be scheduled to be carried out when the equipment is not normally in operational use, in order not to impact upon operations.
- (b) Customer will:
 - (i) Execute Preventative Maintenance in accordance with the manufacturer's instructions, twice a year, and in a scheduled time frame; and
 - (ii) periodically clean the equipment.

7.3.4 Maintenance Spare Parts

- (a) Spare parts will be maintained by the Customer to accelerate the repair and restoration of the system to operation. Whole units will be swapped out that are failed with spare units and returned to the service depot for analysis and component repair. Once operable, the unit will be returned to the spare parts inventory.
- (b) Whole Unit Spares
 - (i) Maintenance Spare Parts – Customer will provide whole unit spares for key devices at each site. The spares inventory will be maintained by the Customer in a location provided by Customer and utilized in the on-going maintenance of the FIDS system.
 - (ii) Spares Deployment – Whole unit spares will be used to restore device outages to operation, where appropriate. The failed device will be sent to the repair depot for restoration by the Customer. Once repaired and function tested, the unit will be returned to the site spare inventory for management by the Customer.
 - (iii) Spares Ownership – Customer will own and be responsible for all whole unit device spares. Customer will manage this inventory under this Master Services Agreement.
- (c) Component Spares
 - (i) Maintenance Spares – Components – Customer will provide component spares that are required to maintain the FIDS devices covered under this Master Services Agreement. The spares inventory will be maintained by the Customer and utilized in the on-going maintenance of the FIDS system.
 - (ii) Spares Ownership – Customer will own and be responsible for all component spares. Customer will manage this component inventory under this Master Services Agreement.

Schedule 4 – Pricing Schedule

1 Definitions

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

1.2 The following words have these meanings in this Schedule:

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

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

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

2 Monthly Service Charges

2.1 Beginning August 6, 2024, SITA shall invoice, and Customer shall pay to SITA, the monthly Service charges shown in the following table through August 5, 2029.

Monthly Recurring Price

Service Description	Number of Months	Monthly Recurring Price	Total
Support & Maintenance Services	60	\$ 7,932.00	\$ 475,920.00

Total Price

\$ 475,920.00

3 Additional Equipment

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

Appendix 1– Additional Equipment – Order Form

Customer Name:

Customer Address:

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

Dear Sirs,

ORDER FOR ADDITIONAL EQUIPMENT

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

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

Additional Equipment (description and quantities)
Airport or another Site
Charges
Payment Terms
Special Conditions

Sincerely,

For and on behalf of Customer

For and on behalf of SITA

(Signature)

(Signature)

(Print Name)

(Print Name)

(Title)

(Title)

(Date)

(Date)

[Remainder of Page is Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this ___ day of August, 2024.

**HILLSBOROUGH COUNTY AVIATION
AUTHORITY**

ATTEST:

Jane Castor, Secretary

BY:

Arthur F. Diehl III, Chairman

Address: PO Box 22287
Tampa, FL 33622

Address: PO Box 22287
Tampa, FL 33622

LEGAL FORM APPROVED:

WITNESS:

Signature

BY:

David Scott Knight, Assistant General Counsel

Printed Name

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online authorization, this ____ day of August, 2024, by Arthur F. Diehl III, in the capacity of Chairman, and by Jane Castor in the capacity of Secretary, for Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf.

Stamp or Seal of Notary

Signature of Notary

Print, Type, or Stamp Commissioned
Name of Notary

Personally Known OR Produced Identification
Type of Identification Produced

**SITA INFORMATION NETWORKING
COMPUTING USA INC.**

Signed in the Presence of:

BY:

Signature

Witness

Title

Printed Name

Printed Name

Witness

Printed Address

Printed Name

City/State/Zip

SITA INFORMATION NETWORKING COMPUTING USA INC.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this
____ day of _____, 2024, by _____ as

(Name of person)

_____, for _____
(type of authority)

(name of party on behalf of whom contract was executed)

Stamp or Seal of Notary

Signature of Notary

Print, Type, or Stamp
Commissioned Name of
Notary

Personally Known OR Produced
Identification

Type of Identification Produced



EXHIBIT A - SITA MANAGED SERVICE END-OF-LIFE (EOL) POLICY

Version: v.1.0

Dated: January 2018

SITA Managed Service End-of-Life Policy

(“Managed Service EOL Policy”)

- a. SITA (“SITA or “us”) works in a continuously evolving and innovative market. SITA managed services (“**Managed Service(s)**”) therefore arrive at their “end-of-sales” and “end-of-life” stages for a variety of reasons, whether due to external factors including market demand, internal factors including technology innovation and development, third party suppliers’ life cycles, or simply because over time Managed Services change and get replaced with newer and more technically advanced offerings (“**EOL Factor(s)**”). In order to ensure a smooth transition from the old to new, SITA has developed this Managed Service End-of-Life Policy to enable each customer (“you”, “your”) to better manage the impact of a Managed Service’s end-of-life transition on its business and to understand what SITA can offer you in terms of migrating to new Managed Services / upgraded services in the future.
- b. When an EOL Factor arises, this may lead to SITA putting you on notice that such Managed Service or Managed Service feature is at risk of end-of-life (“**EOL Risk Phase**”). Where the EOL Risk Phase applies, the notice period for the EOL Risk Phase will be no less than three (3) months’ duration in order to allow SITA and you to evaluate migration and upgrade options for the affected Managed Service.
- c. Following an EOL Risk Phase, SITA may (at its own discretion) issue an end-of-life notice on no less than three (3) months’ notice to you (an “**EOL Notice**”). The effect of an EOL Notice is as follows:
 - SITA shall be required offer to you a service with substantially similar functionality, or upgraded functionality, to replace the Managed Service or Managed Service feature (“**Upgrade Service**”);
 - SITA shall provide a timeline for the migration and SITA shall bear all costs of the migration to the Upgrade Service;
 - You shall be not entitled to refuse migration to an Upgrade Service;
 - You shall be required to provide reasonable assistance and coordination support. At SITA’s request, you shall also be required to provide reasonable project management assistance for the migration;
 - Upon completion of migration to the Upgrade Service, SITA may cease support of, and withdraw the original Managed Service or Managed Service feature from its product portfolio. The relevant Managed Service or Managed Service feature will be considered terminated when replaced with the Upgrade Service;
 - SITA shall not be entitled to increase service charges upon completion of migration to an Upgrade Service until the end of the current Managed Services contracted service term. At the end of the current Managed Services contracted service term, any new applicable pricing shall apply, as agreed by the parties. SITA shall not be obliged to maintain original Managed Services pricing beyond the length of the then-applicable Managed Services contractual service term.



- d. Any service outages during or caused by the migration to the Upgrade Service shall be considered scheduled outages or planned outages, and shall not affect service level agreement (SLA) measurement, penalties or liquidated damages.

- e. This Managed Service End-of-Life Policy applies to SITA services when incorporated by reference in any written agreement you have with SITA (“**Service Agreement**”). The terms of this policy are subject to your Service Agreement and this policy is governed by the terms of any Service Agreement. In the case of any discrepancies between the terms of this policy and any Service Agreement, the terms of the Service Agreement will prevail. SITA may update, revise, supplement, modify, or amend this policy at any time. Any updates, revisions, supplements, modifications, or amendments are effective immediately upon being made available.

Should you have any questions about this Managed Service End-of-Life Policy, please do not hesitate to contact your SITA Account Manager.



Peter O. Knight Airport
Plant City Airport
Tampa Executive Airport

EXHIBIT B

Affidavit of Compliance with Anti-Human Trafficking Laws

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of SITA Information Networking Computing USA, Inc. listed below ("SITA"), hereby attests under penalty of perjury that:

1. SITA does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

The undersigned is authorized to execute this affidavit on behalf of SITA.

Date: _____, 20____ Signed: _____

Entity: _____ Name: _____

Title: _____