AGREEMENT FOR FLEXIBLE USE SYSTEM

This Agreement is made as of _____ (the "Effective Date") by and between (i) the City of Killeen, a Texas municipal corporation, 100 E. Ave. D, Killeen, Texas, 76541 ("CUSTOMER"), and (ii) Amadeus Airport IT Americas, Inc., a Florida corporation with offices at 5950 Hazeltine National Drive., Suite 210, Orlando, Florida 32822 ("AMADEUS").

R E C I T A L S

WHEREAS AMADEUS desires to perform, and Customer desires to have AMADEUS perform, EASE™ Shared Use Passenger Processing System and Software implementation and services (collectively, the "Services") for CUSTOMER as an independent contractor to CUSTOMER.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

The recitals set forth above are incorporated here by reference and made part of this Agreement.

1.   Services

        1.1   <u>Performance</u>. AMADEUS shall perform the Services, which are EASE™ And FIDS software and hardware implementation and services as described in detail on Exhibit A (the "Project Description") and Exhibit B (the "Amadeus Proposal"), which are attached hereto and made a part hereof by reference.

        1.2   <u>Payment</u>. As compensation for the performance of the Services, CUSTOMER will pay AMADEUS a total of $726,285 based on the following plan:

  1. $ 250,000 upon Notice to Proceed (NTP);
  2. $ 250,000 upon software delivery and system installation and configuration;
  3. $ 226,285 upon system acceptance.

        CUSTOMER will pay each such invoice no later than thirty (30) days after its receipt. AMADEUS's charges are exclusive of federal, state, municipal or other governmental excise, sales, value-added, use, personal property and occupational taxes, excises, withholding obligations and other levies, and the amount of all payments due hereunder is subject to an increase equal to the amount of any tax AMADEUS may be required to collect or pay in connection with the Services other than any tax on the net income of AMADEUS. CUSTOMER is a municipal corporation, and therefore, not subject to certain taxes. CUSTOMER agrees to submit a copy of its tax exemption certificate upon AMADEUS's request.

        1.3   Software License and Warranty. AMADEUS shall provide a software license and warranty according to the terms of Exhibit C, which is attached hereto and made a part hereof by reference.

2.   Relationship of Parties

        AMADEUS is an independent contractor and is not an agent or employee of, and has no authority to bind, CUSTOMER by contract or otherwise. AMADEUS will perform the Services under the general direction of CUSTOMER, but AMADEUS will determine, in AMADEUS's sole discretion, the manner and means by which the Services are accomplished, subject to the requirement that AMADEUS shall at all times comply with applicable law. AMADEUS will report as income all compensation received by AMADEUS pursuant to this Agreement.

3.   Confidential Information

        In connection with this Agreement, CUSTOMER and its employees and agents may have access to private and confidential information owned or controlled by AMADEUS relating to equipment, apparatus, programs, software, specifications, drawings, pricing and other data. Similarly, AMADEUS and its employees and agents may have access to private and confidential information owned or controlled by CUSTOMER relating to CUSTOMER's operations and its proprietary computer software. All such information acquired by either party under this

Agreement through its employees or agents shall be and remain its owner's exclusive property, and the receiving party shall keep, and shall obligate its employees and agents to keep, any and all such information confidential and shall not copy or disclose it to others without the owner's prior written approval, and shall return all tangible copies of such information to the owner promptly upon request, provided AMADEUS is given advance notification of any such release, discloser or divulgence. Nothing herein shall limit either party's use or dissemination of information not actually derived from the other party or information which has been or subsequently is made public by the owner or with the owner's consent; information that has been independently developed by CUSTOMER, information that has been approved for release by AMADEUS; or information that CUSTOMER is required to disclose by law, by a court, or by the requirements or directives of a governmental enitity.

Notwithstanding anything to the contrary herein, or in any exhibit, schedule, attachment, purchase order or any other agreement between the parties to the contrary, the parties agree that AMADEUS acknowledges CUSTOMER is subject to the Texas Public Information Act, and that this Agreement and documents related thereto shall be public information as defined therein. Any specific information that either party claims to be confidential ("Confidential Information") must be clearly identified as such by the party. To the extent consistent with Texas law, the parties shall maintain the confidentiality of all such information marked by the other party as confidential. If a request is made to view such Confidential Information, the requested party will notify the other party of such request and if the Customer has received the request, the Customer willsend a letter to the Texas Attorney General with notice that the information requested is considered confidential and proprietary. If the Attorney General requires release of the information, the Customer shall release the requested information. Such release of any Confidential Information shall be deemed to be made with the other party's consent and will not be deemed to be a violation of law or this Agreement.

4.   **Termination and Expiration**

4.1   <u>Breach</u>. Either party may terminate this Agreement in the event of a breach by the other party of this Agreement if such breach continues uncured for a period of thirty (30) days after written notice. In the event this Agreement is terminated by CUSTOMER due to a breach of this Agreement by AMADEUS, CUSTOMER shall pay AMADEUS all amounts due and owing up until the date of such breach.

4.2   <u>Termination for Convenience</u>. CUSTOMER may terminate this Agreement, with or without cause, by giving not less than thirty (30) days prior written notice to the other party to this Agreement. CUSTOMER shall pay AMADEUS all amounts due and owing up until the date of termination.

4.3   <u>Expiration.</u>   Unless terminated earlier, this Agreement will expire four years from the "Go-live" date.

4.4   <u>System Acceptance</u>.   Acceptance is defined as the final "Go-Live" date and the software is accessible to CUSTOMER.

4.4   <u>Effect of Termination</u>. Upon the expiration or termination of this Agreement for any reason, each party will be released from all obligations to the other arising after the date of expiration or notice of termination, except that expiration or termination of this Agreement will not relieve either party of its rights or obligations under Sections 1.2, 3, 5, and 6, nor will expiration or termination relieve either party of any liability arising from any breach of this Agreement.

4.5   <u>Non-Appropriation of Funds</u>. Notwithstanding anything herein to the contrary, the obligations of CUSTOMER under this Agreement are subject to the availability of funds lawfully appropriated annually for its purposes and in the event funds are not available, this Agreement may be canceled without penalty by CUSTOMER by giving written notice of such cancellation to AMADEUS. Such cancellation of the Agreement will not be deemed to be a breach or default of this Agreement by CUSTOMER.

4.6   <u>Warranty and Support</u>. Upon expiration of the initial four year term in Section 4.3 or any successive renewal term, this Agreement will be automatically renewed for up to five successive one-year terms under the same terms and conditions unless either party gives notice to the other party 30 days prior to the expiration of the initial term or any successive renewal term of its intent to terminate the Agreement.

5. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR LOSS OF PROFITS OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCURRED BY THE OTHER PARTY AND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. THE TOTAL LIABILITY OF AMADEUS TO THE CUSTOMER UNDER THIS AGREEMENT, WHETHER ARISING OUT OF BREACH OF CONTRACT (INCLUDING BUT NOT LIMITED TO BREACH OF WARRANTY) OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY), SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO AMADEUS BY CUSTOMER UNDER THIS AGREEMENT.

6. General

6.1   Governing Law; Severability. . This Agreement is subject to and shall be interpreted under the law of the State of Texas. Court jurisdiction shall exclusively be Bell County, Texas. If any provision of this Agreement is for any reason found to be unenforceable, the remainder of this Agreement will continue in full force and effect.

6.2   Notices. Any notices under this Agreement will be sent by certified or registered mail, return receipt requested, or by recognized express courier to the address specified below or such other address as the party specifies in writing. Such notices will be effective upon receipt as documented by the delivery medium.

6.3   Complete Understanding; Modification. This Agreement, together with exhibits attached hereto, constitutes the complete and exclusive understanding and agreement of the parties and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by the parties hereto.

6.4   Personnel. AMADEUS shall, in its operation at CUSTOMER's facility under this Agreement, employ or permit the employment of only such personnel as will assure a high standard of service to the public. In the event AMADEUS's employees, agents, officers directors, or any other personnel are required to conduct any of the duties or obligations of AMADEUS as set forth herein at any other CUSTOMER facility, all such personnel, while at CUSTOMER's facilities, shall be clean, neat in appearance, (with appropriate identification badge displaying no less than AMADEUS and employee name), and courteous at all times. All AMADEUS personnel that enter CUSTOMER's facility shall do so only in accordance with CUSTOMER'S rules and regulations, and shall be covered under the AMADEUS's insurance policies.

7. Ownership of Documents.

CUSTOMER maintains ownership and interest in CUSTOMER's data and all documents prepared from or containing CUSTOMER's data, and also requires that the data be returned in a portable format upon termination or expiration of the Agreement; and/or destroyed from AMADEUS's environment upon CUSTOMER's written request. AMADEUS will not use, sell, or rent to anyone any information that it collects or receives from CUSTOMER in connection with this Agreement.

8. Indemnification

8.1   General Indemnity. AMADEUS including its employees, agents and subconsultants, shall hold harmless, indemnify, and defend CUSTOMER, its directors, officers, employees, representatives, and agents against any claim, action, loss, damage, injury, liability, cost and expense, of whatsoever kind or nature (including, but not by way of limitation, attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, arising out of or incidental to AMADEUS's, its employees', agents', and/or subconsultants' performance of this Agreement or work performed thereunder. This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise and shall survive any termination of this Agreement.

8.2   Intellectual Property Indemnity. AMADEUS will, at its expense, indemnify, defend and hold harmless all claims, actions or proceedings against CUSTOMER, its directors, officers, members, employees, representatives and agents, based on any allegation that the Services, any product or deliverable generated by the Services, or any part of the Services, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right, and will pay all costs (including, but not limited to attorney's fees and court costs), damages, charges, and expenses charged to CUSTOMER by reason thereof. CUSTOMER will give AMADEUS written notice of any such claim, action or proceeding and, at the request and expense of AMADEUS, CUSTOMER will

provide AMADEUS with available information, assistance and authority for the defense. This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise and shall survive any termination of this Agreement. If in any suit or proceeding, the Services, or any product or deliverablegenerated by the Services, is held to constitute an infringement and its use is permanently enjoined, AMADEUS shall, immediately, make every reasonable effort to secure for CUSTOMER a license, authorizing the continued use of the Service, product or deliverable. If AMADEUS fails to secure such a license for CUSTOMER, then AMADEUS shall replace the Service, product or deliverable with a non-infringing Service, product or deliverable or modify such Service, product or deliverable in a way satisfactory to CUSTOMER, so that the Service, product or deliverable is non-infringing.

9. **Miscellaneous**

9.1   Security. All of CUSTOMER's data shall be transmitted through Business-to-Business VPN in accord with industry best practices. In addition, AMADEUS shall provide all Services using security technologies and techniques in accord with industry best practices and CUSTOMER's security policies, procedures, and requirements, including those relating to the prevention and detection of fraud and any other inappropriate use or acces of systems and netrowkrds. AMADEUS shall implement and use network management and maintenance applications and tools, appropriate fraud prevention and detection, and data confidentiality/protection/encryption technologies.

9.2   Auditing. AMADEUS agrees to allow CUSTOMER access to information. In addition, AMADEUS shall make available to CUSTOMER if requested true and complete records which support billing statements, reports, performance indices, and all other related documentation. CUSTOMER's authorized representatives shall have access during reasonable hours to all records, which are deemed appropriate to auditing billing statements, reports, performance indices and all other related documentation. AMADEUS agrees that it will keep and preserve for at least seven (7) years all documents related to this Agreement which are routinely prepared, collected or complied by AMADEUS during the performance of the Agreement. CUSTOMER's Auditor and the Auditor's authorized representatives shall have the right at any time to audit all of the related information. AMADEUS shall make all documentation available for examination at the Auditor's request at either the Auditor's or CUSTOMER's offices and without expense to the CUSTOMER.

9.3   Insurance. AMADEUS shall maintain all necessary insurance coverages, including commercial general liability, professional liability (including errors & omissions) and Workers' Compensation insurance in accordance with the Minimum Insurance Requirements stated in Exhibit D, which is attached hereto and made part hereof by reference.

9.4   Compliance With Law. AMADEUS agrees to comply with all of the CUSTOMER's policies and directives around data privacy to the extent that such requirements apply to the Services. AMADEUS shall comply with all applicable laws, regulations, regulatory requirements, and codes of practice in providing the Services. AMADEUS agrees that, as part of the Services it is contracted to provide to CUSTOMER, it must take, implement, and maintain all such organizational and technical security procedures and measures necessary or appropriate to preserve the security and confidentiality of personal data that it receives in the performance of the Services, and to protect such personal data against unauthorized or unlawful disclosure, access or processing, accidental loss, destruction, or damage. If AMADEUS believes that it or CUSTOMER's data may have been subject to a data security breach, AMADEUS shall notify CUSTOMER in writing as soon as reasonably possible. AMADEUS shall provide all information requested by CUSTOMER in connection with the suspected data security breach.

9.5   Intellectual Property Rights. Except as necessary to deliver the services, in accordance with this agreement, AMADEUS shall have no right to use and shall not use the name of CUSTOMER and/or any of its officials or employees, or logos or trademarks in any manner without CUSTOMER's prior written consent, which may be withheld at CUSTOMER's sole discretion.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the Effective Date.

AIR-TRANSPORT IT SERVICES, INC.   **CITY OF KILLEEN ("Customer")**

By:_____   By:_____

Title:_____   Title:_____

Date:_____   Date:_____

EXHIBIT A
Project Description

This project is the design, procurement, installation, and support of a Shared / Common Use Passenger Processing System (S/CUPPS) and a Flight Information Display System (FIDS) for use at the Killeen Fort Hood Regional Airport (Airport).

It includes providing an S/CUPP and FID system that will provide full passenger processing functionality expected by an airline through their proprietary departure control system (DCS), a local departure control system (LDCS), and associated applications necessary for the Airport and airlines to conduct normal operations. The FIDS will be integrated into the S/CUPP system to allow for easy changes and additions to flight information. Additionally, the Respondent shall provide any and all additional software and licenses required to operate the system.

In general, the S/CUPPS shall allow multiple airlines to operate in the facility using their host software and a common set of compatible hardware and it will be scalable to meet Airport operational needs. Amadeus will provide and install all necessary computing equipment and peripherals, including monitors, keyboards, pointing devices, and scanners required for six (6) gates and five (5) ticket counter position in regards to the S/CUPPS system. All gates have two (2) stations; the ticket counters have three (3) positions each. Additionally, Amadeus will provide and install necessary computing equipment to display at least thirty-five (35) FIDS televisions / monitors throughout the Airport and at gate and ticket counters.

To ensure proper operation of the system, Amadeus will provide full operational training for Airline Managers and their key personnel for the use of S/CUPPS and FIDS and technical training with the Airport IT staff and provide all documentation in relation to the system, training and specifications.

AMADEUS

Project Cost

Item	Description	Qty.	Unit	Total Unit Sell Price	Total Extended Sell Price
SERVER INFRASTRUCTURE					
1	Dell PowerEdge R430	1	EA	7,801	7,801
2	Dell PowerEdge R640	2	EA	11,465	22,930
3	Dell PowerVault MD3400	1	EA	15,740	15,740
4	Cisco Catalyst 3850-48T-L Switch (No POE)	2	EA	5,340	10,680
5	Cisco ASA 5506-X with FirePOWER	1	EA	719	719
6	APC Smart-UPS X 2000VA Rack LCD UPS	3	EA	1,427	4,281
7	IOGEAR KVM Console- 19" with PS/2 and USB KVM Cables	1	EA	1,187	1,187
TICKET COUNTER HARDWARE					
8	Dell OptiPlex 7050 SFF	13	EA	1,042	13,546
9	Dell 19" Flat Panel Display Monitor E1916H	13	EA	100	1,300
10	Break-out PCI Serial Cable	13	EA	91	1,183
11	Vidtronix MAP printer w/cabinet	4	EA	3,179	12,716
12	Access MSR/OCR Keyboard US keyset AKB500S	13	EA	689	8,957
13	Honeywell Handscanner BCR Xenon 1900 Wired/USB	13	EA	372	4,836
14	Honeywell Serial Cable 10ft	13	EA	18	234
15	Honeywell Power Adapter	13	EA	29	377
16	Honeywell 6IN Xenon 1900 Stand	13	EA	32	416
17	HP LaserJet M402dn B&W	5	EA	352	1,760
18	Cables	1	LOT	910	910
GATE COUNTER HARDWARE					
19	Dell OptiPlex 7050 SFF	12	EA	1,042	12,504
20	Dell 19" Flat Panel Display Monitor E1916H	12	EA	100	1,200
21	Break-out PCI Serial Cable	12	EA	91	1,092
22	Vidtronix MAP printer w/cabinet	6	EA	3,179	19,074
23	Access BGR 700	6	EA	1,109	6,654
24	Access US IEC Power Cord for BGR	6	EA	18	108
25	HP LaserJet M402dn B&W	6	EA	352	2,112
26	Cables	1	LOT	588	588

FIDS HARDWARE

27	49" LCD w/ Embedded Chip PH49F-P	27	EA	1,385	37,395
28	75" LCD w/ Embedded Chip DM75E	7	EA	4,469	31,283
29	BIC Display DLI DLI9200A T-6F100	2	EA	1,840	3,680
30	BIC Mount and Power for DLI	2	EA	142	284
31	Peerless LCD Wall Tilt Mount PT660	34	EA	79	2,686
32	Cables	1	LOT	476	476

SPARE HARDWARE

33	Dell OptiPlex 7050 SFF	2	EA	1,042	2,084
34	Dell 19" Flat Panel Display Monitor E1916H	2	EA	100	200
35	Break-out PCI Serial Cable	2	EA	91	182
36	Vidtronix MAP printer w/o cabinet	1	EA	2,159	2,159
37	Access BGR 700	1	EA	1,109	1,109
38	Access US IEC Power Cord for BGR	1	EA	18	18
39	Honeywell Handscanner BCR Xenon 1900 Wired/USB	1	EA	372	372
40	Honeywell Serial Cable 10ft	1	EA	18	18
41	Honeywell Power Adapter	1	EA	29	29
42	Honeywell 6IN Xenon 1900 Stand	1	EA	32	32
43	HP LaserJet M402dn B&W	1	EA	352	352
44	49" LCD w/ Embedded Chip PH49F-P	2	EA	1,385	2,770
45	75" LCD w/ Embedded Chip DM75E	1	EA	4,469	4,469
46	Cables	1	LOT	280	280

STOCK

47	BP Blank – 7 mil Blank Fan Fold Boarding Passes	5	EA	23	115
48	BT 21" – 21" Ricoh 140 LES Material Baggage Tag	10	EA	32	320

SOFTWARE

49	EASE Small Airport License	1	EA	40,000	40,000
50	EASEfx Small Airport License	1	EA	10,000	10,000
51	ESB Small Airport License	1	EA	10,000	10,000
52	EVIDS Small Airport License	1	EA	20,000	20,000
53	BIC Small Airport License	1	EA	10,000	10,000
54	Amadeus DataHub	1	EA	15,000	15,000

55	Microsoft Server 2016 Server Standard (1 License per 2 Cores)	24	EA	135	3,240
56	Veeam Backup and Replication (Essentials Enterprise)	5	EA	1,688	8,440
57	VMware Vsphere ESXi Enterprise Plus 1CPU	4	EA	3,845	15,380
58	VMWare Vcenter	1	EA	1,645	1,645
59	Microsoft Virtual Desktop Access – Year 1	27	EA	156	4,212
60	Cisco AnyConnect VPN	1	EA	3,375	3,375
WARRANTY AND SUPPORT – Year 1					
61	EASE/EASEfx Software Warranty	1	EA	12,000	12,000
62	ESB Software Warranty	1	EA	2,400	2,400
63	EVIDS Software Warranty	1	EA	4,800	4,800
64	BIC Software Warranty	1	EA	2,400	2,400
65	DataHub Software Warranty	1	EA	3,600	3,600
66	24x7 Help Desk Support (Base)	1	EA	24,000	24,000
67	VMWare Vcenter Support	1	EA	774	774
68	VMware Vsphere ESXi Support	4	EA	1,049	4,196
69	BIC 3 Year No-Fault Service per unit for DLI	2	EA	390	780
PROFESSIONAL SERVICES					
70	Training	1	LOT	20,360	20,360
77	Project Management, System Engineering, Documentation and Travel	1	LOT	61,700	61,700
ADMINITSTATION					
72	Freight and Shipping Charges	1	LOT	7,200	7,200
				TOTAL	**$528,688**

Support and Maintenance – Years 2 through 4

Item	Description	Qty.	Unit	Total Unit Sell Price	Total Extended Sell Price
WARRANTY AND SUPPORT – Year 2					
1	EASE/EASEfx Software Warranty	1	EA	12,360	12,360
2	ESB Software Warranty	1	EA	2,472	2,472
3	EVIDS Software Warranty	1	EA	4,944	4,944
4	BIC Software Warranty	1	EA	2,472	2,472
5	DataHub Software Warranty	1	EA	3,708	3,708
6	24x7 Help Desk Support (Base)	1	EA	24,720	24,720
7	VMWare Vcenter Support	1	EA	774	774

Item	Description	Qty.	Unit	Total Unit Sell Price	Total Extended Sell Price
8	VMware Vsphere ESXi Support	4	EA	1,049	4,196
9	Microsoft Virtual Desktop Access	27	EA	150	4,050
				TOTAL	$59,696

Item	Description	Qty.	Unit	Total Unit Sell Price	Total Extended Sell Price
WARRANTY AND SUPPORT – Year 3					
1	EASE/EASEfx Software Warranty	1	EA	12,731	12,731
2	ESB Software Warranty	1	EA	2,546	2,546
3	EVIDS Software Warranty	1	EA	5,093	5,093
4	BIC Software Warranty	1	EA	2,546	2,546
5	DataHub Software Warranty	1	EA	3,820	3,820
6	24x7 Help Desk Support (Base)	1	EA	25,462	25,462
7	VMWare Vcenter Support	1	EA	774	774
8	VMware Vsphere ESXi Support	4	EA	1,049	4,196
9	Microsoft Virtual Desktop Access	27	EA	150	4,050
				TOTAL	$61,217

Item	Description	Qty.	Unit	Total Unit Sell Price	Total Extended Sell Price
WARRANTY AND SUPPORT – Year 4					
1	EASE/EASEfx Software Warranty	1	EA	13,112	13,112
2	ESB Software Warranty	1	EA	2,622	2,622
3	EVIDS Software Warranty	1	EA	5,245	5,245
4	BIC Software Warranty	1	EA	2,622	2,622
5	DataHub Software Warranty	1	EA	3,934	3,934
6	24x7 Help Desk Support (Base)	1	EA	26,226	26,226
7	VMWare Vcenter Support	1	EA	774	774
8	VMware Vsphere ESXi Support	4	EA	1,049	4,196
9	Microsoft Virtual Desktop Access	27	EA	150	4,050
				TOTAL	$62,782

FIDS Options

Item	Description	Qty.	Unit	Total Unit Sell Price	Total Extended Sell Price
FIDS OPTIONS					
1	Dell OptiPlex 3050 Micro FIDS Client	6	EA	849	5,094
2	49" LCD w/ Embedded Chip PH49F-P	6	EA	1,385	8,310
3	Peerless LCD Wall Tilt Mount PT660	6	EA	83	498
4	55" LCD w/ embedded Chip OH55F	2	EA	9,250	18,500
5	Peerless EWL OH55F Wall Mount	2	EA	661	1,322
6	Customer Discount	1	EA	(19,822)	(19,822)
				TOTAL	**$13,902**

Project Total

Project Component	Total (USD)
Total Base Project including Year 1 Support	528,688
Total Warranty and Support Options – Years 2 through 4	183,695
Total Options – FIDS	13,902
PROJECT TOTAL	**$726,285**

Assumptions

1. BIC all weather case cost does not exist; custom accessory is needed.

EXHIBIT C
Minimum Insurance Requirements

The Contractor shall carry insurance in the following types and amounts for the duration of the Contract, which shall include items owned by the City in care, custody and control of the Contractor prior and during construction and warranty period, and furnish Certificates of Insurance on the forms provided as evidence thereof. Copies of policy declaration pages and all policy endorsements to be furnished upon request.

    1.   Worker's Compensation Insurance Coverage.

        a.   Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing worker's compensation insurance coverage for the person's or entity's employees providing services in a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the City.

Persons providing services on the project (as noted in Section 406.096 of the Texas Labor Code)- includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owners-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

        b.   The Contractor shall provide workers compensation coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

        c.   The Contractor must provide a certificate of coverage to the City prior to being awarded the contract.

        d.   If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

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e.   The Contractor shall obtain from each person providing services on a project, and provide to the City:

  (1)   a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and

  (2)   no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

f.   The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

g.   The Contractor shall notify the City in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

h.   The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

i.   The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

  (1)   provide workers compensation coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the requirements of Texas Labor Code Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

  (2)   provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

  (3)   provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

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(4)   obtain from each other person with whom it contracts, and provide to the Contractor:

    (a)   a certificate of coverage, prior to the other person beginning work on the project; and

    (b)   a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5)   retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6)   notify the City, in writing, by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;

(7)   contractually require each person with whom it contracts, to perform as required by paragraphs (1)- (7), with the certificates of coverage to be provided to the person for whom they are providing services.

j.   By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor who will provide services on the project will be covered by workers compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with appropriate insurance carrier or, in case of a self-insured, with the Texas Department of Insurance Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

k.   The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the City to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the City.

2.   Commercial General Liability Insurance with minimum limits of:

General Aggregate	$1,000,000
Products & Completed Operations Aggregate	1,000,000
Personal & Advertising Injury	500,000
Each Occurrence	500,000
Fire Damage (Any One Fire)	50,000
Medical Expense (Any One Person)	1,000

3. City's and Contractor's protective liability insurance policy naming the City of Killeen as insured. Coverage shall be on an "occurrence" basis, and the policy shall be issued by the same insurance company that carries the Contractor's liability insurance. Minimum limits of liability shall be as follows:

Per Occurrence	$1,000,000
Aggregate	500,000

4. Automobile Liability Insurance for all owned, non-owned and hired vehicles with minimum limits for Bodily Injury of $250,000 for each person and $500,000 for each occurrence and Property Damage limits of $100,000 or a Combined Single Limit of $600,000.

5. On all new or remodeling building projects; All Risk Builders Risk Insurance for insurable building projects shall be insured in the amount of the contract price for such improvements. The City and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by Builders Risk Insurance required under this section, except as to such rights as they may have in the proceeds of such insurance. Contractor shall require similar waivers by Subcontractors and Sub-subcontractors.

If insurance policies are not written for amount specified in 2 and 3 above, Contractor is required to carry an Excess Liability Insurance Policy for any difference in amounts specified.

Contractor shall be responsible for deductibles and self-insured retentions, if any, stated in policies. Any self-insured retention shall not exceed ten percent (10%) of minimum required limits. All deductibles or self-insured retentions shall be disclosed on Certificate of Insurance required above.

Contractor shall not commence work at site under this Contract until he has obtained required insurance and until such insurance has been reviewed by the City's Project Manager. Contractor shall not allow any Subcontractors to commence work until the required insurance has been obtained and approved. Approval of insurance by the City shall not relieve or decrease liability of Contractor hereunder.

Insurance is to be written by a company licensed to do business in the State of Texas at the time policy is issued and acceptable to the City.

Contractor shall produce an endorsement to each affected policy:

1. Naming the City of Killeen, P.O. Box 1329, Killeen, Texas 76540, as additional insured (except Workers' Compensation and Builders Risk).

2. To provide a waiver of subrogation to the City of Killeen.

3. That obligates the insurance company to notify the Purchasing Manager, City of Killeen, P.O. Box 1329, Killeen, Texas 76540, that no policies will be cancelled or reduced, restricted or limited until thirty (30) days after the City has received written notice as evidenced by return receipt of registered or certified letter.

4.   That the "other" insurance clause shall not apply to the City where City of Killeen is an additional insured shown on policy. It is intended that policies required in this agreement, covering both the City and Contractor, shall be considered primary coverage as applicable.

Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during term of this Contract or as required in the Contract.

If Contractor is underwritten on a claim-made basis, the retroactive date shall be prior to, or coincident with, the date of this Contract and the Certificate of Insurance shall state that coverage is claims made and also the retroactive date. Contractor shall maintain coverage for duration of this Contract. Contractor shall provide the City annually a Certificate of Insurance as evidenced of such insurance. It is further agreed that Contractor shall provide the City a 30-day notice of aggregate erosion, an advance of the retroactive date, cancellation and/or renewal.

The City reserves the right to review and renegotiate the insurance requirements of this section during effective period of the Contract and to make reasonable adjustments to insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions or the claims history of the industry as well as Contractor.

The City shall be entitled, upon request, and without expense, to receive copies of policies and all endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations or exclusions, except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter on any of such policies.

Actual losses not covered by insurance as required by this section shall be paid by Contractor.

Software License and Warranty

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(a) Assuring proper machine configuration, program installation, operating system release level, audit controls and operating methods;

(b) Establishing adequate backup and disaster recovery plans;

(c) Implementing sufficient procedures and checkpoints to satisfy Licensee's requirements for security and accuracy of data input and output, as well

as restart and recovery, in the event of a malfunction or loss of data;

(d)   Designating a Project Manager to have overall responsibility and authority concerning the installation, operation, and management of the Licensed Software; and

(e)   Maintaining at least one adequate and restorable backup of the Licensed Software and all third party software.

6.   PROPRIETARY   PROTECTION   OF LICENSED SOFTWARE:

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(c)   Licensee must reproduce and include in all copies of the Licensed Software prepared by Licensee and approved by Licensor the copyright notice(s) and proprietary legend(s) of Licensor and Licensor's licensors/vendors (if any) as they appear in the Licensed Software supplied to Licensee.

(d)   Licensee acknowledges that, in the event of Licensee's breach of any of the foregoing provisions, Licensor may not have any adequate remedy in money damages. Licensor shall therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request without requirement of bond or other security. Licensor's right to obtain injunctive relief shall not limit its right to seek additional remedies.

(e)   Licensee's obligations hereunder shall remain in effect for as long as Licensee continues to possess or use the Licensed Software or any trade secrets or works derived therefrom.

7.   WARRANTIES   OF   LICENSOR; LIMITATIONS OF LIABILITY: Licensor warrants to Licensee that at the time of delivery of the Licensed Software to Licensee:

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(j) Licensor has set the license fee and maintenance fee based on the allocation of risks set forth in this paragraph 7 and the parties have bargained for and agree to the provisions of this paragraph 7.

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(b)   Licensor shall have the right to terminate this Addendum if (i) any sums due to Licensor remain unpaid more than thirty (30) days after the date of invoice, or (ii) shall be considered a material default under this Addendum, and Licensor shall have the right to terminate this Addendum, if the default remains uncured 15 days after Notice of Default is sent to Licensee specifying the default and describing the actions necessary to remedy the default.

(c)   Upon termination of this Addendum, all rights granted to Licensee hereunder shall expire, terminate, and revert to Licensor.   Promptly upon termination of Addendum for any reason or upon discontinuance or abandonment of Licensee's possession or use of the Licensed Software, Licensee must return all copies of the Licensed Software, including archived copies, and all documentation in Licensee's possession (whether modified or unmodified), and all other materials pertaining to the Licensed Software (including all copies thereof).

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11.   CONFIDENTIALITY: Licensee shall use its best efforts to maintain the secrecy of any confidential information of Licensor disclosed to Licensee that has been marked "proprietary," "secret," or "confidential." During and after the term of this Addendum, Licensee shall refrain from using, disclosing, or otherwise exploiting any such confidential information relating to the Licensed Software for any purpose not specifically authorized in writing by Licensor. Licensee shall return or destroy all confidential information of Licensor within ninety (90) days after the termination of this Addendum, including any notes, summaries or extracts from such confidential information, and Licensee shall certify to Licensor in writing that Licensee has fully complied with this Section 11.

12.   INDEMNIFICATION: Licensee, to the extent allowed by law, shall defend, indemnify, and hold harmless Licensor, its officers, directors, shareholders, employees, agents, and contractors, from and against any loss or liability arising from any claims, suits, demands, or actions (including reasonable attorneys' fees and suit costs) arising out of or relating to the

negligent or intentional acts of Licensee, its agents, employees, and independent contractors arising out of or in connection with the use of the Licensed Software by Licensee.

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(b) The parties hereby agree and consent that (i) exclusive venue for any legal action authorized or brought hereunder, or brought by either party against the other whether based in contract, tort, breach of warranty or promise, or other theory under law or equity, shall be in Bell County, Texas.

(c) This Addendum shall be governed by and construed in accordance with the laws of the State of Texas, without recognition of conflict of law decisions.

(d) No modification of this Addendum shall be binding unless it is in writing and signed by an authorized representative of the party against whom enforcement of the modification is sought.

(e) Any notice required or permitted under this Addendum shall be in writing and delivered in person or sent by certified mail, return receipt requested, with proper postage affixed.

(f) In the event that any of the terms of this Addendum are or become, or are declared to be, invalid or void, they shall be deemed severed from this Addendum and all the remaining terms of this Addendum shall remain in full force and effect.

(g) This Addendum and the Agreement are the complete and exclusive statements of Licensor's obligations and responsibilities to Licensee and supersedes any other proposal, representation, or other communication by or behalf of Licensor relating to the subject matter hereof. Licensee's use of the Licensed Software shall not commence until Licensee has executed the Agreement, this Addendum, and an authorized representative of Licensor has received, approved, and executed a copy of this Addendum as executed by Licensee. In the event of a conflict in the terms of this Addendum and the Agreement, the Agreement shall control and govern.

(h) In the event either party brings suit to enforce the provisions of this Addendum, the Court shall have the right to award reasonable attorneys' fees to the prevailing party.

SCHEDULE "A"

LICENSED SOFTWARE
DESCRIPTION AND LOCATION(S)

Description of Software:

1. Extended Airline System Environment (EASE™) Enterprise Software License
2. EASE/FX Enterprise Software License
3. Enterprise Service Bus (ESB) Enterprise License
4. Flight Information Display System (FIDS) Enterprise Software License
5. Baggage Input Console (BIC) Enterprise Software License
6. Datahub Enterprise Software License

Location(s):

1. Killen Fort Hood Regional Airport

SCHEDULE "B"
THIRD PARTY
SOFTWARE AND HARDWARE REQUIREMENTS

1. <u>Software Requirements:</u>

Software	QTY
Microsoft Windows Server 2016 Standard License (1 License per 2 Cores)	24
Veeam Backup and Replication (Essentials Enterprise)	5
VMWare Vsphere ESXi Enterprise Plus 1CPU	4
VMWare Vcenter	1
Other	
Microsoft Virtual Desktop Access Year 1	27
MIS Choice LDCS	1

2. <u>Hardware Requirements:</u>

   1. Hardware Software and OS licenses included.