

CLARK COUNTY, NEVADA

CBE-1246

CONTRACT FOR

MULTI-USER SYSTEM ENVIRONMENT ("MUSE")

NAME OF FIRM	ARINC INCORPORATED
DESIGNATED CONTACT, NAME AND TITLE	JON LILJEDAHL ACCOUNT MANAGER, AMERICAS
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE	2251 RIVA ROAD ANNAPOLIS, MD 21401
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**CONTRACT FOR MULTI -USER SYSTEM ENVIRONMENT ("MUSE")
CBE-1246**

This Contract is made and entered into this ____ day of _____, 2023, by and between CLARK COUNTY, NEVADA (hereinafter referred to as "OWNER"), and ARINC INCORPORATED (hereinafter referred to as "CONTRACTOR"), for MULTI-USER SYSTEM ENVIRONMENT ("MUSE") (hereinafter referred to as "PROJECT").

W I T N E S S E T H:

WHEREAS, the CONTRACTOR has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed amount of \$20,610,00.00, including all travel, lodging, meals and miscellaneous expenses.

WHEREAS, the CONTRACTOR has the required licenses and/or authorizations pursuant to all Federal, State of Nevada and Local Laws in order to conduct business relative to this Contract.

NOW, THEREFORE, OWNER and CONTRACTOR agree as follows:

SECTION I: RESPONSIBILITY OF CONTRACTOR

- A. It is understood that in the performance of the services herein provided for, CONTRACTOR shall be, and is, an independent CONTRACTOR, and is not an agent or employee of OWNER and shall furnish such services in its own manner and method except as required by this Contract. Furthermore, CONTRACTOR has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by CONTRACTOR in the performance of the services hereunder. CONTRACTOR shall be solely responsible for, and shall indemnify, defend and save OWNER harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.
- B. In accordance with the Immigration Reform and Control Act of 1986, the CONTRACTOR agrees that it will not employ unauthorized aliens in the performance of this Contract.
- C. The Board of County Commissioners (BCC) is committed to promoting full and equal business opportunity for all persons doing business in Clark County. The CONTRACTOR acknowledges that the OWNER has an obligation to ensure that public funds are not used to subsidize private discrimination.

The CONTRACTOR shall not refuse to employ or to discharge from employment any person because of race, color, creed, national origin, gender identity, gender expression, or age, or to discriminate against a person with respect to hire, tenure, advancement, compensation or other terms, conditions or privileges of employment because of race, creed, color, national origin, sex, sexual orientation, gender identity, gender expression, or age.

- 1. In connection with the performance of work under this Contract, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity, gender expression, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer recruitment advertising, layoff or termination, rates of pay or other forms of compensation.
- 2. The CONTRACTOR further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.
- 3. Any violation of such provision by a CONTRACTOR constitutes a material breach of Contract.
- 4. As used in this section, "sexual orientation" means having or being perceived as having an orientation for heterosexuality, homosexuality or bisexuality.

The CONTRACTOR acknowledges that if discrimination has occurred, the OWNER may declare the CONTRACTOR in breach of Contract, terminate the Contract, and designate the CONTRACTOR as non-responsible.

- D. CONTRACTOR acknowledges that CONTRACTOR and any subcontractors, agents or employees employed by CONTRACTOR shall not, under any circumstances, be considered employees of the OWNER, and that they shall not be entitled to any of the benefits or rights afforded employees of OWNER, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. OWNER will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of CONTRACTOR or any of its officers, employees or other agents.
- E. The CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the CONTRACTOR, its subcontractors and their principals, officers, employees and agents under this Contract. In performing the specified services, CONTRACTOR shall follow practices consistent with generally accepted professional and technical standards.
- F. It shall be the duty of the CONTRACTOR to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. CONTRACTOR shall, without additional compensation, correct or revise any errors or omissions in its work products which do not meet the specifications. Permitted or required approval by the OWNER of any products or services furnished by CONTRACTOR shall not in any way relieve the CONTRACTOR of responsibility for the professional and technical accuracy and adequacy of its work. OWNER's review, approval, acceptance, or payment for any of CONTRACTOR's services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and CONTRACTOR shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to OWNER caused by CONTRACTOR's performance or failures to perform under this Contract.
- G. CONTRACTOR shall appoint a Manager who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by CONTRACTOR's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of CONTRACTOR be unable to complete his or her responsibility for any reason, the CONTRACTOR will replace him or her with a qualified person and notify OWNER of replacement.

H. INTELLECTUAL PROPERTY & DATA RIGHTS

1. CONTRACTOR Intellectual Property

- a. For the purposes of this Contract, "Intellectual Property" shall mean software (including source and object codes), software applications, middleware, firmware and documentation, and the designs of all of the foregoing, as well as documents or text, visual, oral or other digital material, designs, process flows, advice, information, CONTRACTOR-generated data, all other content of any description provided, and all world-wide copyrights, trademarks, service marks, patents, patent registration rights, trade secrets, designs, know-how, database rights, and all other rights in or relating to the foregoing.
- b. For the purposes of this Contract, "Licensed Software" shall mean the CONTRACTOR provided proprietary software applications listed in the Software License Agreement included herein as Exhibit B. Licensed Software also includes any other CONTRACTOR installed third-party software required for the work provided under this Contract.
- c. The Licensed Software is subject to the Software License Agreement of ARINC Incorporated attached to this Contract as Exhibit B, which Software License Agreement shall, in relation to the rights and restrictions applicable to the Licensed Software, take precedence in instance of conflict with any provision of the body of this Contract. The licensed granted shall be a nonexclusive, nontransferable, limited license for the term of the Contract at the Harry Reid International Airport ("Authorized Site") only.
- d. Without limiting the foregoing, all Intellectual Property relating to the work and services provided under this Contract are and shall remain the sole property of CONTRACTOR, its affiliated entities and/or suppliers, as applicable, and are not to be considered a work made

for hire. At all times, CONTRACTOR, its affiliated entities and/or suppliers, as applicable, shall retain sole and exclusive ownership of any and all rights associated with the CONTRACTOR Intellectual Property. OWNER shall not, nor shall it permit, any of the following:

- i. Make any copies of the CONTRACTOR Intellectual Property.
 - ii. Remove or otherwise modify any proprietary markings or notices of CONTRACTOR, its affiliates or its suppliers contained within or placed upon the CONTRACTOR Intellectual Property.
 - iii. License, sublicense, sell, assign, transfer, grant a security interest, or otherwise convey use of the CONTRACTOR Intellectual Property without the prior written consent of CONTRACTOR.
 - iv. Make any modifications to or derivative works using the CONTRACTOR Intellectual Property.
 - v. Disassemble, decompile, reverse engineer or otherwise create or attempt to create or allow others to create or attempt to create source code from the CONTRACTOR Intellectual Property or any component thereof.
 - vi. Extract ideas, algorithms, procedures, object definitions, designs, methods, class definitions, templates, or hierarchies from the CONTRACTOR Intellectual Property for any purpose, including but not limited to the purpose of creating any works that are intended to be used as a substitute for the CONTRACTOR Intellectual Property or any part thereof; or
 - vii. Violate any copyright restrictions inherent in the CONTRACTOR Intellectual Property.
- e. The rights to the use of the CONTRACTOR Intellectual Property are personal to OWNER and may only be used in the equipment installed or authorized by CONTRACTOR at the Authorized Site.
 - f. Any limitation of liability or damages specified within this Contract shall not apply to breach by OWNER of any provision of this Section, which shall survive this Contract for so long as OWNER uses the Licensed Software.
2. License to Data. OWNER hereby grants to CONTRACTOR and its affiliates: (i) a royalty-free and worldwide license to use any OWNER data processed under this Contract and OWNER Intellectual Property shared with CONTRACTOR for the purpose of CONTRACTOR delivering or performing the work, described in the Scope of Work as set forth in Exhibit A of this Contract, attached hereto; (ii) a perpetual license to use all data processed under this Contract for data analytics to improve the software, equipment and services CONTRACTOR offers; and (iii) a perpetual, non-exclusive, sub-licensable right and license to access and use data and information that CONTRACTOR processes under this Contract, which CONTRACTOR shall de-identify and may use such de-identified data to create, compile, and/or used as aggregate datasets, which will be owned by CONTRACTOR and its affiliates.
- I. The CONTRACTOR agrees that its officers and employees will cooperate with the OWNER in the performance of services under this Contract and will be available for consultation with OWNER at such reasonable times with advance notice as to not conflict with their other responsibilities.
 - J. The CONTRACTOR will follow OWNER's standard procedures as followed by OWNER's staff in regard to programming changes; testing; change control; and other similar activities.

- K. CONTRACTOR has or will retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by the State of Nevada, the OWNER or any other political subdivision of the State of Nevada.

L. AIRPORT SECURITY

1. OWNER Property

For security purposes, OWNER property is divided into three (3) categories as follows:

- a. Landside: The non-secure portion of the Airport.
- b. Airside: The Secured Area/Security Identification Display Area (SIDA); and
- c. Sterile Areas: The parts of the terminal buildings that require access through a security check point. Note: This is a part of the SIDA

All CONTRACTOR personnel working on OWNER property, Landside, Airside or Sterile Areas, must be badged for identification purposes.

2. Federal Regulations

49 Code of Federal Regulation (CFR), Part 1542, Airport Security requires that security of the Secured Area/SIDA at LAS Airport be maintained at all times. This regulation has a provision for enforcement by the Transportation Security Administration (TSA), which may assess substantial fines (\$11,000.00 per occurrence) for potential security breaches or security breaches by unauthorized persons and vehicles entering the Secured Area/SIDA on LAS. When working in the Secured Area/SIDA, CONTRACTOR personnel must visibly display at waist level or above on their outermost garment the appropriate LAS Airport identification badge at all times.

CONTRACTOR agrees to accept and reimburse OWNER for any fines levied on OWNER by TSA for any violation of any TSA Security Regulations by CONTRACTOR and its employees or any of CONTRACTOR's subcontractors, vendors, suppliers and agents and their employees. CONTRACTOR will reimburse owner for any fines levied for breaches of security due to CONTRACTOR activities or those of any tier subcontractor.

OWNER will determine the type of identification and training CONTRACTOR will be required to obtain. CONTRACTOR acknowledges that LAS Airport reserves the right to refuse identification badges to any person with a record of arrests and convictions which in its sole judgment would render that person an unacceptable risk to the security of the Airport.

3. Access to the Airport Secured Area/SIDA

Access to the Airport Secured Area/SIDA can be gained by personnel displaying a Maroon or Green badge. Personnel with a Tan Badge are only allowed access to and within the LAS Airport Sterile Areas and Landside/Public Areas. CONTRACTOR will be allowed access to only those areas necessary to complete the work.

4. Airport Secured Area/SIDA

If a Maroon or Green badge holder enters a part of the Airport Secured/SIDA for which access has not been authorized, CONTRACTOR may be subject to a fine as detailed in Section M.2., and personnel may be subject to immediate and permanent removal, to include security identification badge revocation from the Airport by OWNER.

5. Landside/Public Work Areas

CONTRACTOR's personnel with a Tan badge can gain access to Landside/Public or Sterile Area work areas without escort. If a Tan badge holder enters an Airport Secured Area/SIDA, CONTRACTOR may be subject to a fine as detailed in Section M.2., and personnel may be subject to immediate and permanent removal from the Airport by OWNER. Personnel with Tan badges do not have the authority to escort and must be screened through the TSA passenger security checkpoint prior to entering Airport Sterile Areas.

6. Security Protocols/Directives

CONTRACTOR acknowledges that LAS Airport is a federally regulated entity subject to changes in security protocols/directives which may affect activities and personnel at Airport facilities. CONTRACTOR agrees to abide by such security protocol/directive currently in place and any changes that may occur during the term of this Contract and any extensions thereof.

M. ENVIRONMENTAL REGULATIONS

1. CONTRACTOR will not cause or permit any Hazardous Material to be used, generated, manufactured, produced, stored, brought upon, or released on, under or about the Airport, or transported to and from the Premises, by CONTRACTOR, its employees, officers, agents, representatives, contractors, subcontractors, suppliers and/or other representatives of CONTRACTOR in violation of applicable Environmental Laws.
 - a. If the Airport has reasonable cause to believe that CONTRACTOR is not using the Premises in compliance with applicable Environmental Regulations, the Airport may request, in writing, that CONTRACTOR conduct reasonable testing and analysis, at no cost to the Airport, to show that CONTRACTOR is complying with applicable Environmental Regulations. Any such tests will be conducted by qualified independent experts chosen by CONTRACTOR and subject to the Airport's reasonable approval. Copies of such reports from any such testing will be provided to the Director. Should CONTRACTOR fail to conduct requested testing, the Airport will obtain the qualified independent experts and all costs incurred by the Airport plus a twenty percent (20%) administrative fee will be reimbursed by CONTRACTOR.
 - b. CONTRACTOR will provide copies of all notices, reports, claims, demands, or actions received by CONTRACTOR (that are not subject to an attorney/client privilege) pertaining to the Premises or CONTRACTOR's use of the Airport, regarding any environmental concern or release or threatened release of Hazardous Materials or special wastes to the environment caused by CONTRACTOR, its officers, agents, employees, contractors, subcontractors, vendors, suppliers, or other representatives, if requested by Director.
2. If the presence of any Hazardous Material on, under, or about the Premises or the Airport caused or permitted by CONTRACTOR, its officers, agents, employees, contractors, subcontractors, vendors, suppliers, or other representatives, during the term of this Contract results in any contamination of the Premises or other portion of the Airport used by CONTRACTOR in violation of applicable Environmental Regulations, CONTRACTOR will promptly take any and all actions, at its sole cost and expense, as are necessary to remediate such area(s) as required by applicable Environmental Regulations to a condition that existed prior to the introduction of any such Hazardous Material to said area(s). CONTRACTOR will take any and all steps necessary to remedy and remove any such Hazardous Materials and special wastes and any other environmental contaminations as are presently or subsequently discovered on or under the Premises and caused by CONTRACTOR, its officers, agents, employees, contractors, subcontractors, vendors, suppliers, or other representatives, during the term of this Contract as are necessary to protect the public health and safety and the environment from actual or potential harm and to bring the Premises into compliance with all applicable Environmental Regulations. Such procedures are subject to:
 - a. Prior approval of Director, which approval will not be unreasonably withheld, conditioned or delayed. CONTRACTOR will submit to Director a written plan for completing all remediation work.
 - b. The Airport retains the right to review and inspect all such work at any time using consultants and/or representatives of its choice. If the Airport is required to obtain services from consultants to address CONTRACTOR remediation work, all costs plus twenty percent (20%) administrative fee will be reimbursed by CONTRACTOR.

N. The CONTRACTOR agrees to provide the information on the attached "Disclosure of Ownership/Principals"

form **Exhibit F** prior to any Contract award by the BCC.

- O. The rights and remedies of the OWNER provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

SECTION II: RESPONSIBILITY OF OWNER

- A. The OWNER agrees that its officers and employees will cooperate with CONTRACTOR in the performance of services under this Contract and will be available for consultation with CONTRACTOR at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by CONTRACTOR under this Contract shall be subject to review for compliance with the terms of this Contract by OWNER's representative. OWNER's representative, who OWNER shall designate by written notice, may delegate any or all of his responsibilities under this Contract to appropriate staff members, and shall so inform CONTRACTOR by written notice before the effective date of each such delegation.
- C. The review comments of OWNER's representative may be reported in writing as needed to CONTRACTOR. It is understood that OWNER's representative's review comments do not relieve CONTRACTOR from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. OWNER shall, without charge, furnish to or make available for examination or use by CONTRACTOR as it may request, any data which OWNER has available, including as examples only and not as a limitation:
1. Copies of reports, surveys, records, and other pertinent documents.
 2. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Contract.

CONTRACTOR shall return any original data provided by OWNER.

- E. OWNER shall assist CONTRACTOR in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services specified by this Contract.
- F. CONTRACTOR will not be responsible for accuracy of information or data supplied by OWNER or other sources to the extent such information or data would be relied upon by a reasonably prudent CONTRACTOR.

SECTION III: SCOPE OF WORK

- A. Services to be performed by the CONTRACTOR for the PROJECT shall consist of the work described in the Scope of Work as set forth in **Exhibit A** of this Contract, attached hereto.
- B. **EQUIPMENT**
1. CONTRACTOR shall arrange for the delivery of any equipment DAP (INCOTERM, 2020) OWNER receiving dock or Customs clearance area provided, however, that any local customs clearance, customs duties and transfer of equipment to the Authorized Site and storage thereto are the responsibility of OWNER, unless otherwise agreed to by CONTRACTOR.
 2. OWNER agrees to be responsible for the customs clearance of all equipment, all related duties and taxes and any other related charges for the import of the equipment provided by CONTRACTOR for use at the Authorized Site. Any delays in the clearance of equipment through customs may result in a pro rata extension of any related milestones or deadlines, as reasonably determined by CONTRACTOR.
 3. Unless otherwise stated, upon delivery of the Equipment to the Authorized Site, OWNER assumes the risk of loss of, theft of, damage to, or destruction of any unit of Equipment from any cause

whatsoever (except if caused solely and directly by CONTRACTOR). OWNER agrees that CONTRACTOR shall not incur any liability to OWNER for any loss of business, loss of profits, expenses and any other claims resulting from any failure of or delay in delivery or any delay caused by any non-performance, defective performance, or breakdown of Equipment while in OWNER'S possession, custody or control. In addition, at no time shall CONTRACTOR be responsible for any personal injury or the loss or destruction of any other property resulting from the OWNER'S use of the Equipment.

4. Title to the Equipment shall pass from CONTRACTOR to OWNER only when payment for said Equipment has been made in full. Upon request, CONTRACTOR shall issue OWNER a bill of sale transferring and assigning to OWNER, without recourse or warranty, all of CONTRACTOR'S right, title and interest in and to the applicable Equipment.
5. CONTRACTOR shall not be responsible for any removal of Equipment or restoration of any Authorized Site.

C. TRIALS

1. From time-to-time OWNER may ask CONTRACTOR to provide the relevant equipment, software and support services for a new or upgraded Collins Airport System for a limited and defined duration of time ("Trial Period"), mutually agreed upon by the Parties, for evaluation purposes.
2. Each individual Trial Period shall be memorialized in a Service Enhancement Request ("SER") to be issued by CONTRACTOR upon OWNER's request and subsequently reviewed, approved and signed by OWNER. The SER shall contain the following information:
 - Trial Start Date
 - Trial End Date
 - Cost Associated with Trial, if any
 - Authorized Airline(s)
 - CONTRACTOR Deliverables and Responsibilities
 - OWNER Deliverables and Responsibilities (i.e. power cabling, network connectivity, etc).
 - Special Terms and Conditions/ Assumptions
 - Statement of Work
 - Equipment List with Values
3. For each individual SER, CONTRACTOR agrees to loan, and OWNER agrees to accept the loan of the equipment and software as identified in the applicable SER (the "Trial Solution") and to use the Trial Solution solely for evaluation purposes. For each Trial Period, OWNER shall select one (1) or more airlines to utilize the Trial Solution. Only those airlines listed in the applicable SER will be authorized to utilize the Trial Solution during the Trial Period.
4. At no time during a Trial Period shall the OWNER move or remove the Trial Solution from the installation site or install the Trial Solution in a different environment without CONTRACTOR's prior written authorization.
5. Each Statement of Work included with a SER shall include information related to what will occur at the end of the Trial Period, including but not limited to purchase options and removal of equipment provisions.
6. Unless OWNER purchases Equipment outright prior to Trial, OWNER hereby acknowledges and agrees that CONTRACTOR shall be loaning the Equipment provided to OWNER during the Trial Period for the express purpose of completing an evaluation of the Trial Solution. All right, title and interest in the Equipment provided shall remain with CONTRACTOR at all times during the Trial Period.
7. For Equipment loaned to OWNER during the Trial Period, CONTRACTOR shall be responsible for all fees associated with shipping the Equipment to OWNER prior to the Trial Period.

8. OWNER shall be responsible to CONTRACTOR for any loss and damage to all Equipment provided by CONTRACTOR upon delivery to OWNER's premises.
9. OWNER agrees that its use of the Equipment only extends for use, as contemplated in the applicable SER. OWNER shall take such steps as reasonably necessary and appropriate to ensure that the Equipment may only be accessed and used by OWNER and such third parties as approved by CONTRACTOR. OWNER agrees not to remove any tags or markings attributing ownership of the Equipment to CONTRACTOR without prior written consent from CONTRACTOR. OWNER agrees not to alter, modify, change, or repair the Equipment unless upon prior written authorization by CONTRACTOR.
10. OWNER agrees that only approved consumables, purchased through or provided by CONTRACTOR, shall be used in relation to any Trial Period.
11. If any loaned Equipment requires repair service, not due to damage caused by OWNER or a third party, during a Trial Period, CONTRACTOR may, provide normal on-site repair service required to maintain the Equipment in good operating condition. OWNER agrees that it will not permit the Equipment to be serviced by non-CONTRACTOR personnel without the prior express written consent of CONTRACTOR.
12. If OWNER damages any Equipment during a Trial Period, while operating the Equipment outside of the Authorized Use as defined in the SER, OWNER shall be solely liable to CONTRACTOR for the cost of the replacement value of the Equipment as provided in the SER.
13. For the duration of any Trial Period, CONTRACTOR shall provide OWNER with a non-exclusive, non-transferable, non-sub-licensable, temporary and limited license to use the CONTRACTOR software included as part of the Trial Solution.
14. All Trial Periods shall be subject to Section 24 – Proprietary or Confidential Information.
15. DURING THE TRIAL PERIOD, CONTRACTOR PROVIDES THE PRODUCTS AND SERVICES IN THE APPLICABLE SER "AS IS" AND MAKES NO EXPRESS WARRANTIES, WRITTEN OR ORAL, REGARDING SUCH PRODUCTS AND SERVICES. ALL OTHER WARRANTIES ARE SPECIFICALLY DISCLAIMED AND EXCLUDED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. The OWNER may at any time, by written order, make changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in the CONTRACTOR's cost or time required for performance of any services under this Contract, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be requested by CONTRACTOR and when agreed upon by OWNER, this Contract shall be modified in writing accordingly and duly executed by both Parties. Any claim of the CONTRACTOR for the adjustment under this clause must be asserted in writing within 30 calendar days from the date of receipt by the CONTRACTOR of notification of change unless the OWNER grants a further period of time before the date of final payment under this Contract.
- B. No services for which additional compensation will be charged by the CONTRACTOR shall be furnished without the written authorization of the OWNER.

SECTION V: COMPENSATION AND TERMS OF PAYMENT

- A. OWNER agrees to pay CONTRACTOR for the performance of services described in the Scope of Work

(Exhibit A), for the not to exceed amount of \$20,610,000.00. The OWNER's obligation to pay CONTRACTOR cannot exceed the fixed fee amount. It is expressly understood that the entire work defined in **Exhibit A** must be completed by the CONTRACTOR and it shall be the CONTRACTOR's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said not to exceed amount.

B. The CONTRACTOR will be entitled to payment for service charges and hardware pricing in accordance with **Exhibit A** Scope of Work.

C. PAYMENTS

1. Payment of invoices will be made within 30 calendar days after receipt of an accurate invoice that has been reviewed and approved by the OWNER's representative.
2. The OWNER's representative shall notify the CONTRACTOR in writing within 14 calendar days of any disputed amount included on the invoice. The undisputed amount will be paid in accordance with paragraph C.1 above. Upon resolution of the disputed amount by the OWNER and the CONTRACTOR, payment will be made in accordance with paragraph C.1 above.
3. No penalty will be imposed on OWNER if the OWNER fails to pay CONTRACTOR within 30 calendar days after receipt of a properly documented invoice, and OWNER will receive no discount for payment within that period.
4. In the event that legal action is taken by the OWNER or the CONTRACTOR based on a disputed payment, the prevailing party shall be entitled to reasonable attorney's fees and costs subject to OWNER's available unencumbered budgeted appropriations for the PROJECT.
5. All payments shall be due within 30 calendar days after receipt of the invoice.
6. Invoices shall be submitted to Clark County Department of Aviation, c/o Accounts Payable, P.O. Box 11004, Las Vegas, NV 89111-1004 or via email at accountspayable@lasairport.com. Invoices are to be sent within 90 calendar days of the delivery of the product or completion of the work. Invoices for payment not submitted within this time period will not be considered for payment.
All invoices should include the following information:
 - a. Company
 - b. Complete Address (including street, city, state, and zip code)
 - c. Telephone Number
 - d. Contact Person
 - e. Itemized description of products delivered (including quantities) or services rendered (including dates)
 - f. Clark County Department of Aviation Purchase Order Number
 - g. Company's Tax Identification Number
 - h. Contract Number
 - i. Itemized pricing and total amount due (excluding sales and Use Tax)
 - j. Percentage Discounts / Payment Terms (if offered)
 - k. Company's Invoice Number declare

D. OWNER's FISCAL LIMITATIONS

1. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions and shall limit the OWNER's financial responsibility as indicated in Paragraphs 2 and 3 below.
2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and OWNER's obligations under it shall be extinguished at the end of the fiscal year in which the BCC fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.
3. OWNER's total liability for all charges for services which may become due under this Contract is

limited to the total maximum expenditure(s) authorized in OWNER's purchase order(s) to the CONTRACTOR.

E. TAXES

1. All prices stated in this Contract shall be exclusive of Taxes.
2. OWNER shall pay the cost of any Taxes which CONTRACTOR is required by applicable law to charge to OWNER as a result of the transactions contemplated by this Contract, unless OWNER shall have timely provided to CONTRACTOR a valid and properly completed exemption certificate certifying that OWNER is not subject to such Taxes.
3. CONTRACTOR shall have no liability for any Taxes, whether imposed on CONTRACTOR or OWNER, in connection with the performance by CONTRACTOR of its obligations under this Contract and, in the event any such amounts are imposed on CONTRACTOR (other than, for the avoidance of doubt, taxes imposed on CONTRACTOR'S net income), OWNER shall reimburse CONTRACTOR for such amounts within fifteen (15) days of written request.
4. All payments shall be made without deduction or withholding. If OWNER is required by law to make any deduction or withholding from any amount payable to CONTRACTOR, then the amount payable to CONTRACTOR shall be increased such that after all deductions and withholdings, the amount paid to CONTRACTOR shall be equal to the amount to which CONTRACTOR would have been entitled under this Contract had no deduction or withholding been required.
5. Any amounts withheld by OWNER shall be timely remitted to the relevant authority as required by law. OWNER shall promptly provide CONTRACTOR with an official receipt or certificate in respect of the payment of such amounts.
6. Both Parties agree to cooperate to eliminate or reduce, consistent with applicable law, any Taxes or similar charges which may be payable by either Party, including, where applicable, providing or issuing the necessary documentation to support or secure exemptions or recoveries. Furthermore, if as a result of a change in law or a change in the tax practice of any tax authority, either Party becomes subject to additional Taxes or similar charges which increase its financial liability during the term of this Contract, both Parties will negotiate in good faith to attempt to reduce or eliminate such additional Taxes or similar charges; provided, however, that neither Party need take any steps which, in its reasonable opinion and acting in good faith, would increase its obligations or would be prejudicial or adverse to it (whether in respect of tax affairs or otherwise).

SECTION VI: SUBCONTRACTS

- A. Services specified by this Contract shall not be subcontracted by the CONTRACTOR, without prior written approval of OWNER, which approval shall not be unreasonably withheld.
- B. Approval by OWNER of CONTRACTOR's request to subcontract or acceptance of or payment for subcontracted work by OWNER shall not in any way relieve CONTRACTOR of responsibility for the professional and technical accuracy and adequacy of the work. CONTRACTOR shall be and remain liable for all damages to OWNER under this Contract by CONTRACTOR's subcontractor or its sub-subcontractor.
- C. The compensation due under Section V shall not be affected by OWNER's approval of CONTRACTOR's request to subcontract.

SECTION VII: MISCELLANEOUS PROVISIONS

A. TIME SCHEDULE

1. Subject to a reasonable opportunity to cure any excusable delay, time is of the essence for the purposes of this Contract. CONTRACTOR shall complete the PROJECT in accordance with the Scope of Work contained in **Exhibit A** of this Contract.
2. If the CONTRACTOR's performance of services is delayed or if the CONTRACTOR's sequence of tasks is changed, it shall notify the OWNER's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to the OWNER's written approval, which approval shall not be unreasonably withheld.
3. In the event that the CONTRACTOR fails to complete any portion of the PROJECT that includes milestones, specifically work and upgrades provided for under an agreed upon SER, within the time specified in the SER, or with such additional time as may be granted in writing by the OWNER or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Contract or any extensions thereof, the CONTRACTOR shall pay to the OWNER, as liquidated damages, the sum of one percent (1%) of the SER value each calendar day of delay; provided however, that in no instance shall such liquidated damages exceed fifty percent (50%) of the price payable for said SER with milestone in question.

B. SUSPENSION

OWNER may suspend performance by CONTRACTOR under this Contract for such period of time as OWNER, at its sole discretion, may prescribe by providing written notice to CONTRACTOR at least ten (10) working days prior to the date on which OWNER wishes to suspend. Upon such suspension, OWNER shall pay CONTRACTOR its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. CONTRACTOR shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from OWNER to resume performance. In the event OWNER suspends performance by CONTRACTOR for any cause other than the error or omission of the CONTRACTOR, for an aggregate period in excess of 30 days, CONTRACTOR shall be entitled to an equitable adjustment of the compensation payable to CONTRACTOR under this Contract to reimburse CONTRACTOR for additional costs occasioned as a result of such suspension of performance by OWNER based on appropriated funds and approval by the OWNER.

C. TERMINATION

1. This Contract may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
 - a. not less than ten (10) calendar days' written notice of intent to terminate; and
 - b. an opportunity for consultation with the terminating party prior to termination.
2. This Contract may be terminated in whole or in part by the OWNER for its convenience; but only after the CONTRACTOR is given:
 - a. not less than 90 calendar days' written notice of intent to terminate; and
 - b. an opportunity for consultation with the OWNER prior to termination.
3. If termination for default is effected by the OWNER, the OWNER will pay CONTRACTOR that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.
4. Upon receipt or delivery by CONTRACTOR of a termination notice, the CONTRACTOR shall promptly discontinue all services affected (unless the notice directs otherwise).
5. The rights and remedies of the OWNER and the CONTRACTOR provided in this section are in addition to any other rights and remedies provided by law or under this Contract.
6. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed

by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of CONTRACTOR's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within CONTRACTOR's control.

B. SURVIVABILITY

The terms and conditions of the Contract regarding confidentiality, indemnification, warranties, payment, dispute resolution and all others that by their sense and context are intended to survive the expiration of the Contract will survive.

C. COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, the OWNER shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

D. GRATUITIES

1. The OWNER may, by written notice to the CONTRACTOR, terminate this Contract if it is found after notice and hearing by the OWNER that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the CONTRACTOR or any agent or representative of the CONTRACTOR to any officer or employee of the OWNER with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Contract.
2. In the event this Contract is terminated as provided in paragraph 1 hereof, the OWNER shall be entitled:
 - a. to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of this Contract by the CONTRACTOR; and
 - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the OWNER) which shall be not less than three (3) nor more than ten (10) times the costs incurred by the CONTRACTOR in providing any such gratuities to any such officer or employee.
3. The rights and remedies of the OWNER provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

E. INSURANCE

The CONTRACTOR shall provide the OWNER with proof of insurance and endorsements affecting coverage as specified in **Exhibit C** within thirty (30) working days after OWNER request.

The CONTRACTOR shall obtain and maintain the insurance coverage as required in **Exhibit C**; incorporated herein by this reference. The CONTRACTOR shall comply with the terms and conditions set forth in said **Exhibit C** and shall include costs of such insurance coverage in their prices.

F. INDEMNITY

The CONTRACTOR its CONTRACTORs and subCONTRACTORs of any tier, hereby indemnifies and shall defend and hold harmless OWNER, its officials, employees, volunteers, OWNER's Representative, Contractors, Agents, Invitees, Authorized Representatives and their employees from and against any and all suits, actions, legal and or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, reasonable costs including court costs, judgments, liens, and expenses of whatsoever kind or nature, including those arising out of injury to or death of CONTRACTOR's employees, whether arising before or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission or fault or willful misconduct whether active or passive of CONTRACTOR its CONTRACTORs and subCONTRACTORs or of anyone

acting under its direction or control or on its behalf in connection with or incidental to the performance of this Contract. OWNER shall promptly notify CONTRACTOR, in writing, of any such claim, demand, or lawsuit. CONTRACTOR shall indemnify, defend and hold harmless OWNER for any attorney's fees or other costs of defense, even if the allegations of the claim are groundless, false or fraudulent.

G. PATENT INDEMNITY

CONTRACTOR hereby indemnifies and shall defend and hold harmless OWNER, its officials, employees, volunteers, OWNER's Representative, Authorized Representatives and their employees respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by OWNER, its officials, employees, volunteers, OWNER's Representative, Authorized Representatives and their employees, respectively, and as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the Contract by CONTRACTOR, or out of the processes or actions employed by, or on behalf of CONTRACTOR in connection with the performance of the Contract. CONTRACTOR shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by OWNER, its officials, employees, volunteers, OWNER's Representative, Authorized Representatives and their employees; provided OWNER, its officials, employees, volunteers, OWNER's Representative, Authorized Representatives and their employees shall have notified CONTRACTOR upon becoming aware of such claims or actions, and provided further that CONTRACTOR's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by OWNER or its representatives.

CONTRACTOR shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of this Contract.

H. INTELLECTUAL PROPERTY INDEMNITY

1. CONTRACTOR hereby indemnifies and shall defend and hold harmless OWNER and its representatives respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by OWNER and its representatives, respectively, and as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any intellectual property and arising out of the use of the equipment or materials furnished under the Contract by CONTRACTOR, or out of the processes or actions employed by, or on behalf of CONTRACTOR in connection with the performance of the Contract. CONTRACTOR shall at its sole expense, promptly defend against any such claim or action unless directed otherwise by OWNER or its representatives; provided that OWNER or its representatives shall have notified CONTRACTOR upon becoming aware of such claims or actions, and provided further that CONTRACTOR's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by OWNER or its representatives.
2. CONTRACTOR shall have the right, in order to avoid such claims or actions, to substitute at its expenses non-infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of this Contract.
3. CONTRACTOR shall indemnify, defend and hold harmless the OWNER from all loss and liability, including any and all attorney's fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trade mark of any person or persons in consequence of the use by OWNER, or any of its officers or agents, of articles or services to be supplied in the performance of this Contract, as follows:

OWNER agrees to promptly notify CONTRACTOR in writing of any such infringement claim. If, as a result of any such claim, litigation or threat thereof, CONTRACTOR or OWNER is permanently enjoined from using the product by a final, non-appealable decree, CONTRACTOR

shall procure for OWNER at CONTRACTOR's sole expense the right to continue to use the product, or to replace or modify said software so as to settle such claim, litigation or threat thereof. If such settlement and such modification to the product is not reasonably practical in the opinion of CONTRACTOR, after giving due consideration to all factors including financial expense, CONTRACTOR may discontinue and terminate the product upon written notice to OWNER and shall refund to OWNER the unamortized portion of the fees payable hereunder based upon a five (5) year straight-line depreciation, such depreciation to commence on the date the last module of the product is installed. The foregoing indemnity shall survive the termination of this Contract.

4. CONTRACTOR's indemnification for the infringement of any patent rights, copyright, trade secret, or any other proprietary right or trademark of any person or persons in consequence of the use by OWNER shall be void if the case of the infringement is due to the OWNER or its employees, servants, agents, or subCONTRACTOR's unauthorized modification of the software provided under the terms of this Contract.

I. LIMIT OF LIABILITY AND WARRANTY DISCLAIMER

To the extent not prohibited by applicable law:

1. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY. THE REMEDIES SET FORTH IN THIS CONTRACT ARE THE SOLE AND EXCLUSIVE REMEDIES OF OWNER FOR ANY CLAIMS, EXPENSES OR DAMAGE ARISING OUT OF OR RELATED TO PRODUCTS DELIVERED UNDER THIS CONTRACT.
2. NOTWITHSTANDING ANYTHING ELSE IN THIS CONTRACT AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY SUCH LIMITED REMEDY, CONTRACTOR'S TOTAL LIABILITY IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE ARISING IN CONNECTION WITH THE CONTRACT SHALL BE LIMITED TO THE AGGREGATE AMOUNT PAID BY OWNER TO CONTRACTOR UNDER THIS CONTRACT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH GAVE RISE TO CONTRACTOR'S LIABILITY HEREUNDER OR THE TOTAL CONTRACT VALUE, WHICHEVER IS LOWER.
3. NOTWITHSTANDING ANYTHING ELSE IN THIS CONTRACT, CONTRACTOR SHALL IN NO EVENT BE LIABLE TO OWNER FOR INDIRECT, INCIDENTAL, COLLATERAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSSES SUCH AS BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF DATA, WORK INTERRUPTION, INCREASED COST OF WORK, HARM TO BUSINESS OR BUSINESS REPUTATION, OR ANY CLAIMS OR DEMANDS AGAINST OWNER BY ANY OTHER ENTITY WHETHER OR NOT FORESEEABLE, AND WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE OR IMPUTED NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.
4. IN RELATION TO THE ABOVE LIMITATIONS OF LIABILITY, EACH PARTY ACKNOWLEDGES THAT IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EACH PARTY AGREES THAT THE LIMITATION OF LIABILITIES CONTAINED HEREIN CONSTITUTE AN AGREED UPON ALLOCATION OF RISK BETWEEN THE PARTIES, HAVE BEEN FACTORED INTO THE PRICING AND ARE AN ESSENTIAL ELEMENT OF THE BARGAIN BETWEEN THE PARTIES. THE ABOVE LIMITATIONS SHALL APPLY EVEN WHERE THEY CAUSE THE CONTRACT TO FAIL OF ITS ESSENTIAL PURPOSE. THIS CONTRACT SHALL NOT CREATE ANY THIRD-PARTY RIGHTS.

J. CYBERSECURITY REQUIREMENTS

1. CONTRACTOR shall ensure technology has the ability to run on the latest supported OS (in the case of Linux/Windows, at least 64 bit versions of that OS). When requested by OWNER, CONTRACTOR shall work with OWNER to either upgrade the OS or provide a new platform, to be selected at OWNER's option, following the Changes to Scope of Work Section IV herein. CONTRACTOR will

provide a documented and written timeline, agreed upon by the OWNER to ensure that OS updates are upgraded in a timely manner that benefits both parties.

2. CONTRACTOR shall, to the extent the patch is critical or high, supply all manufacturer and/or vendor supplied security patches and OS patches within 30 days of release. For patches which are low to medium, CONTRACTOR shall use commercially reasonable efforts to supply the patch within sixty (60) to ninety (90) days of release. CONTRACTOR will work diligently to ensure that security patches, regardless of criticality, are documented and presented to OWNER in a time manner to avoid potential security breaches and violations (see Exhibit A Section 4.A for details).
3. CONTRACTOR must maintain strong access controls to all devices on OWNER network to which the CONTRACTOR has access. Remote access will only occur using pre-approved methods as defined by OWNER. All remote access will be subject to audit. Only authorized individuals are to access systems on OWNER networks.
4. All network-aware devices will be subject to a security and vulnerability scan by OWNER or OWNER's authorized parties, and CONTRACTOR shall make commercially reasonable efforts to address OWNER discovered critical and high security issues from such scans within 30 days. CONTRACTOR will adhere to OWNER Cybersecurity end point protection and monitoring solutions.
5. Prior to installation, CONTRACTOR will disclose any security assessments performed and results from those assessments, as well as recommended security practices to mitigate security issues discovered. CONTRACTOR will provide biannual security assessment reports outlining assessments performed and results of assessments, as well as recommended security practices to mitigate security issues discovered.
6. OWNER will be notified of any and all CONTRACTOR known security breaches that may impact OWNER systems or data held by the CONTRACTOR within 2 business days.
7. CONTRACTOR will provide basic email and phishing cybersecurity training for its employees.
8. CONTRACTOR must maintain cybersecurity insurance coverage.
9. CONTRACTOR will provide Additional Insurance Requirements for IT Vendor or IT Professional Services as described below:
 - a. Technology Professional Liability (Errors and Omissions) Insurance with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.
 - b. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Contract and shall include, but not be limited to invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security.
 - c. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations

K. CONTRACTOR INFORMATION

The CONTRACTOR shall identify if it is a Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), Veteran-Owned Business (VET), Disabled Veteran-Owned Business (DVET), Emerging Small Business (ESB), Nevada Business Enterprise (NBE) or Large Business Enterprise (LBE) utilizing the attached form (**Exhibit D**). The information provided in **Exhibit D** by the CONTRACTOR is for the OWNER's information only.

L. SUBCONTRACTOR INFORMATION

The CONTRACTOR shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), Veteran-Owned Business (VET), Disabled Veteran-Owned Business (DVET), Emerging Small Business (ESB) and Nevada Business Enterprise (NBE) subcontractors for this Contract utilizing the attached form (**Exhibit E**). The information provided in **Exhibit E** by the CONTRACTOR is for the OWNER's information only.

M. AUDITS

The performance of this Contract by the CONTRACTOR is subject to review by the OWNER to ensure Contract compliance. The CONTRACTOR agrees to provide the OWNER's information requested that relates to the performance of this Contract. CONTRACTOR has the right to release information directly related to the performance of this Contract, excluding financial books, records and specific cybersecurity-related information, as this Contract is a firm-fixed price contract. All requests for information shall be made in writing to the CONTRACTOR. Contractor shall respond to audit inquiries in a commercially reasonable manner.

N. COVENANT

The CONTRACTOR covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. CONTRACTOR further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

O. ASSIGNMENT

1. Neither Party may assign, charge, transfer or otherwise dispose of this Contract or any interests, rights, or obligations herein in whole or in part, without the prior written consent of the other Party (which consent shall not be unreasonably withheld, delayed or conditioned). Notwithstanding the foregoing clause, CONTRACTOR may assign any and all of its rights and obligations hereunder upon notification to OWNER to (i) any CONTRACTOR-affiliated company; (ii) a third party pursuant to any sale or transfer of all or part of the assets or business of CONTRACTOR; or (iii) a third party pursuant to or in connection with any financing, merger, consolidation, change in control, reorganization or other business combination involving CONTRACTOR.
2. Notwithstanding the foregoing, any of the above items (i) through (iii) resulting primarily from a corporate reorganization, spin-off, split-off or similar corporate transaction involving Raytheon Technologies (RTX), or any RTX affiliate ("Spinoff"), shall not be deemed to be an assignment pursuant to this Section, provided that in connection with such Spinoff, a Third Party does not acquire Control of the entity subject to the Spinoff. For purposes of this Section, "Third Party" is defined as any entity other than RTX or any of its wholly owned subsidiaries or controlled affiliates, or any person(s) who control(s) RTX immediately prior to such Spinoff."
3. The terms "control", "controlling", "controlled by", and "under common control with" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through ownership of securities or other interests, by contract or agreement, or otherwise.

P. GOVERNING LAW

Nevada law shall govern the interpretation of this Contract.

Q. TERM OF CONTRACT

OWNER agrees to retain CONTRACTOR for the period from the date of final award through March 31, 2028, with the option to extend for an additional 180 calendar days, subject to the provisions of Sections V and VII herein. During this period, CONTRACTOR agrees to provide services as required by OWNER within the scope of this Contract.

R. CONFIDENTIAL TREATMENT OF INFORMATION

1. For purposes of this Contract, Confidential Information means: any information, knowledge, or data that is received by the receiving party from the disclosing party in connection with the Agreement, and

that is (a) in writing and clearly marked with a proprietary or confidential legend at the time of disclosure; (b) in a machine-readable form, with the information or the media in which it is provided being clearly marked with a proprietary or confidential legend at the time of disclosure, or if such marking is not practicable, such information or media being identified as proprietary or confidential by written communication of the disclosing party prior to or contemporaneously with its disclosure; (c) disclosed orally or visually, with the information being identified as proprietary or confidential at the time of disclosure, and reduced to writing and clearly marked with a proprietary or confidential legend within thirty (30) days of the initial disclosure; or (d) incorporated or embodied in a sample product or other equipment, material or item clearly marked with a proprietary or confidential legend at the time of disclosure. Confidential Information does not include any information which: (i) in the public domain at the time the disclosing party first disclosed it to the receiving party hereunder, or subsequently became publicly known through no wrongful act of the receiving party; (ii) known to the receiving party, other than through receipt under a separate confidentiality agreement or similar agreement, prior to receipt under this Agreement; (iii) disclosed to the receiving party without restriction by a third party who had the lawful right to disclose such information; (iv) independently developed by the receiving party without the use of or reference to Confidential Information; or (v) required to be disclosed by judicial process, subject to the conditions below with regard to this type of disclosure, and otherwise continues to protect such information as Confidential Information until such time as one of the foregoing exceptions (a) through (d) are satisfied.

2. Neither party shall use the Confidential Information of the other party for any purpose not related to the performance of such party under this Contract and in accordance with the terms of this Contract. Both parties agree to limit access to the Confidential Information only to its employees and agents whose work responsibilities require such access.
3. In the event the receiving party is required by law, regulation, or court order to disclose any of the disclosing party's Confidential Information, the receiving party will promptly notify the disclosing party in writing prior to making any such disclosure in order to facilitate the disclosing party's seeking a protective order or other appropriate remedy from the proper authority. The receiving party agrees to cooperate with the disclosing party in seeking such order or other remedy. The receiving party further agrees that if the disclosing party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information that is legally required to be disclosed and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.

S. DATA PRIVACY

OWNER and CONTRACTOR agree to the terms of the Data Processing Agreement found at: <https://portal.rockwellcollins.com/documents/20147/7649469/DPA%2B%2BAII%2BIMS%2BProducts%2B%26%2BServices%2B%288-30-21%29.pdf>; the terms of which shall be incorporated herein by reference. For purposes of this Contract, "Personal Data" shall be defined as any information relating to an identified or identifiable natural person ("data subject").

T. RULES AND REGULATIONS

1. OWNER and CONTRACTOR each agrees to abide by all applicable anti-corruption and anti-bribery legislation (including, without limitation, the US Foreign Corrupt Practice Act of 1977 and the UK Bribery Act of 2010) in relation to the performance of their respective obligations under this Contract.
2. The Congress of the United States prohibits U.S. citizens and corporations from transferring goods and funds to certain countries and individuals listed on the U.S. Treasury's Office of Foreign Assets Control ("OFAC") Sanctions and SND lists. CONTRACTOR cannot provide any product and/or service directly or indirectly to these countries or individuals.
3. OWNER agrees that none of its personnel who will have access to CONTRACTOR'S systems are denied/restricted parties. OWNER also agrees it will not allow access to CONTRACTOR'S systems by personnel whose most recent country of citizenship or permanent residency is Cuba, Iran, North Korea, or Syria.

4. OWNER agrees not to use the Work in any way that may constitute a violation of any applicable law or regulation.

U. COMPLIANCE WITH EXPORT STATUTES

1. In performing the obligations of the Contract, both Parties will comply with United States export control and sanctions laws, regulations, and orders, as they may be amended from time to time, applicable to the export and re-export of goods, software, technology, or technical data (Items) or services, including without limitation the Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR), Foreign Assets Control Regulations (as administered and enforced by the Treasury Department's Office of Foreign Assets Control), U.S. Customs Regulations, Foreign Trade Statistics Regulations (U.S. Census Bureau) and Bureau of Alcohol, Tobacco, Firearms and Explosives Regulations (U.S. Justice Dept.) (collectively, "Export Control Laws and Regulations"). OWNER agrees that it will take measures to ensure that any goods or technical data received from CONTRACTOR are not modified for or diverted for any use contrary to United States law, including any military application.
2. The Party conducting the export shall be responsible for obtaining the required authorizations for the applicable export, although CONTRACTOR shall have the sole authority to make or have made any required submissions to the United States Customs Bureau to the extent that it is the U.S. Principal Party in Interest in the export. The Party conducting the re-export/re-transfer shall be responsible for obtaining the required authorizations. Each Party shall reasonably cooperate and exercise reasonable efforts to support the other Party in obtaining the necessary licenses or authorizations required to perform its obligations under this Contract. Neither Party guarantees the issuance or continuation in effect of such authorizations and shall have no liability in such event. If the relevant goods or technical data are subject to a license or other governmental approval specifically identifying OWNER as the end-user thereof, OWNER will not, directly or indirectly, export, re-export, transfer, or re-transfer such goods or technical data received from CONTRACTOR to any destination without CONTRACTOR'S prior written approval unless specifically permitted pursuant to such license or approval.
3. The Party providing any Items under this Contract shall, upon request, notify the other Party of the Items' Export Control Classification Numbers (ECCNs) as well as the ECCNs of any components or parts thereof if they are different from the ECCN of the Item at issue. OWNER shall be responsible for complying with all applicable export laws, including U.S. laws governing the export, re-export, transfer, and re-transfer of U.S. origin items.
4. Items received in Violation of Export Laws: in the event that CONTRACTOR receives an Item from OWNER that, whether or not through OWNER'S fault, is in non-compliance with any Export Controlled Laws and Regulations, CONTRACTOR reserves the right to retain possession of such property (quarantine). CONTRACTOR shall have no responsibility or liability for damages incurred by OWNER or any third party resulting from CONTRACTOR'S quarantine of such unit.

V. SELPASS SPECIFIC TERMS AND CONDITIONS

1. OWNER understands and agrees that certain elements necessary for the operation of the SelfPass Solution are outside the control of CONTRACTOR and that CONTRACTOR shall not be responsible for any impact on the SelfPass Solution related to such elements. These elements include, but are not limited to LAN, WAN, Internet (together the "IT Infrastructure"), supply and adequacy of data originating from the Authorized Users, third party data processors and data processing by the United States Department of Customs and Border Protection.
2. An Authorized User may only participate in the SelfPass Solution where it formally participates in the Secure Flight initiative of the United States Transportation Security Administration (USTSA) and United States Department of Customs and Border Protection, including the execution of any documents required by those agencies.

3. CONTRACTOR makes no representation regarding the compatibility of any Authorized User's data processing format with the SelfPass Solution.
4. The SelfPass Solution requires uninterrupted access to OWNER's IT Infrastructure to operate as intended. CONTRACTOR shall not be responsible for the connection between CONTRACTOR's data centers and OWNER's IT Infrastructure, or any failure or degradation to the Work resulting from the failure or degradation of the OWNER's IT Infrastructure or the connections thereto. CONTRACTOR shall not be responsible for any incident that is caused as a result the failure or degradation of OWNER'S IT Infrastructure.
5. The parties understand that the Solution shall be operated and maintained as part of the United States Customs and Border Protection ("CBP") Traveler Verification Service ("TVS"), the Biometric Air Exit Business Requirements advisory issued by the CBP ("CBP Requirements Document"), and the TVS Technical Reference Guide(s), all as may be revised by CBP. For this purpose, OWNER shall be the "business sponsor" and CONTRACTOR shall be the "systems integrator", as both terms are described in the CBP Requirements Document. OWNER warrants and represents that it is an authorized CBP TVS business sponsor. Both parties agree to adhere to their respective responsibilities under the CBP Requirements Document, the TVS Technical Reference Guide(s) and any related CBP or the United States Department of Homeland Security ("DHS") regulations, policies and advisories during the period of operation of the Solution.
6. The CBP Requirements Document mandates certain documentary submissions to, and approvals by, CBP prior to the Solution being put into live operation. The parties agree to diligently and in good faith work together in relation to such submissions and technical requirements; provided, however, that the if any necessary CBP approvals are not in place then the date of go-live or first beneficial use for the Solution shall be permissibly delayed until such approvals are obtained.
7. Pursuant to the CBP Requirements Document, the OWNER is responsible to provide advisory signage, including, without limitation, passenger opt-out options, in accordance with CBP policies. More information can be found at cbp.gov/biometrics and may be updated by CBP from time to time.
8. CONTRACTOR does not hold, retain or store any biometric information. CONTRACTOR makes no representations in reference to the CBP's policies and practices regarding storage and use of data, and any data within the control of CBP shall not be considered data processed by CONTRACTOR. CBP's applicable Privacy Information Statement is found at: https://www.dhs.gov/sites/default/files/publications/privacy-pia-cbp030-tvs-november2018_2.pdf and may be updated by CBP from time to time. Certain CBP policies and procedures are applicable and are referenced at: <https://www.cbp.gov/travel/biometrics/> and may be updated by CBP from time to time.
9. CONTRACTOR agrees to provide reasonable cooperation to OWNER in relation to any compliance audits by CBP related to the Solution.
10. The parties understand that the CBP and/or DHS have certain requirements for the participation of airlines in the TVS Biometric Air Exit program and, accordingly, only airlines so authorized may have use of the Solution.
11. If any applicable law requires a data subject to receive notice of or to provide consent to the processing and/or transfer of his/her Personal Data, including, without limitation, obligations to provide such notice via signage or otherwise as established by United States Customs and Border Protection, CONTRACTOR shall provide such notice and obtain such consent from the applicable data subjects.

W. ORDER OF PRECEDENCE

To the extent of any inconsistency between the Contract, the Exhibits, and any specifications or other documents which are made a part hereof either as an attachment, by reference or otherwise, the Contract and the Exhibits shall govern. To the extent of any inconsistency between the Contract and the Exhibits, the

Contract shall govern, with the exception of Exhibit B Software License Agreement which shall govern.

X. ADDITIONAL CONTRACT PROVISIONS

CONTRACTOR shall comply with the provisions in **Exhibit G** attached hereto.

Y. ADA REQUIREMENTS

All work performed or services rendered by CONTRACTOR shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1991 must comply with the Americans with Disabilities Act Accessibility Guidelines.

Z. COMPANIES THAT BOYCOTT ISRAEL

CONTRACTOR certifies that it is not engaged in and agrees for the duration of the Contract and any renewal terms, not to engage in, a boycott of Israel.

Boycott of Israel means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

AA. ENTIRE AGREEMENT

This Contract, together with all Exhibits referenced herein, constitutes the entire agreement between the Parties in relation to the Subject Matter of this Contract and supersedes all prior agreements, understandings and commitments, whether oral or in writing, between the Parties. The parties expressly warrant that no promise, agreement or representation which is not herein expressed has been made to them in executing this Contract and that the parties are not relying upon any statement or representation of any other party.

BB. Notice

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses:

TO OWNER: ROSEMARY A. VASSILIADIS, DIRECTOR OF AVIATION
CLARK COUNTY DEPARTMENT OF AVIATION
P.O. BOX 11005
LAS VEGAS, NEVADA 89111-1005

TO CONTRACTOR: JON LILJEDAH, ACCOUNT MANAGER
ARINC INCORPORATED
6120 SOUTH YALE AVENUE
TULSA, OK 74136

WITH A COPY TO: REGAN RISH, SR. MANAGER, CONTRACTS
ARINC INCORPORATED
2551 RIVA ROAD
ANNAPOLIS, MD 21401

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.


OWNER:

CLARK COUNTY, NEVADA

By: _____
ROSEMARY A. VASSILIADIS
Director of Aviation

CONTRACTOR:

ARINC INCORPORATED

By:  _____
REGAN RUSHEL
Senior Manager, Contracts

APPROVED AS TO FORM:

STEVEN B. WOLFSON
District Attorney

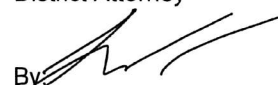
By:  _____
JOHN P. WITUCKI
Senior Attorney

EXHIBIT A
SCOPE OF WORK
MULTI-USER SYSTEM ENVIRONMENT
CBE-1246

1. **Definitions**

Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement and Specifications, it shall have the meaning herein set forth.

ACCEPTANCE	The acceptance testing criteria and requirements as set forth below.
AIRPORT SYSTEMS	The custom and/or commercial off the shelf software and hardware components that comprise the MUSE™, LDCS LBA2, CUSS, RFID System and BagLink™, peripheral devices and firmware, Self-Boarding Gate systems, and off-site check-in systems as supplied by the CONTRACTOR or its SUB CONTRACTOR(s).
AUTHORIZED USER	Shall be the airlines as listed below and shall include each such airline entity's authorized baggage and ground handling agents.
CUPPS	Means the Common Use Passenger Processing protocol established by a joint IATA, ACI and ATA committee as the single global standard for common use passenger processing platforms. CUPPS also generally conforms to the previous common use standard, "Common Use Terminal Equipment ("CUTE"). CUPPS establishes a corresponding ATA Recommended Practice (RP 30.201), as well as an ACI recommended practice (RP 500A07). CUPPS may eventually also include passenger-facing platforms and applications, e.g., Common Use Self Service (CUSS) kiosk devices.
CUSS	Acronym used in the airline industry for "Common Use Self Service" and refers to a system for enabling multiple airlines to share common physical self-service kiosks.
CUTE	Acronym for "Common Use Terminal Equipment" which is a generic airline industry term for a facility which allows multiple individual users to access their host computer(s) from the common facilities. CUTE performs airline electronic transactions, using the same entries and getting the same responses users would through their own terminal equipment connected to their host computer.
CONTRACTOR	ARINC INCORPORATED.

DATE OF FIRST BENEFICIAL USE	The date of first beneficial use, or “go-live” of any unit of CONTRACTOR-installed solution by OWNER or any airline at the Authorized Site, as reasonably determined by CONTRACTOR.
DELIVERABLE	Any unit of the Solution, whether Equipment, Licensed Software or the integration of either of them, as identified within the Statement of Work.
EQUIPMENT	The hardware, camera(s), data processing and telecommunications equipment provided by CONTRACTOR and installed at the Authorized Site.
LOCAL DEPARTURE CONTROL SYSTEM (“LDCS”)	System allowing airlines without a host-based service to have the ability to perform passenger check in and boarding operations. LDCS shall include network access and support for Secure Flight passenger vetting process as mandated by Department of Homeland Security.
OFFSITE CHECK-IN	Equipment owned by Clark County Department of Aviation and operated by AUTHORIZED USERS at locations other than Harry Reid International Airport.
OWNER	Harry Reid International Airport, Clark County, Nevada. The OWNER is the AIRPORT SYSTEMS operator responsible for the ongoing provision, administration, maintenance and support of common use services for the AUTHORIZED USER community.
RFID SYSTEM	Collins’ integrated Radio Frequency Identification system consisting of certain Collins owned and proprietary software, including enhancements to BagLink, and licensed software from third party vendors, including specialized software and hardware embedded in printer devices.
AUTHORIZED SITE	Means the locations and sites identified as Airport Terminal 1 (A, B, and C Gates), Terminal D Satellite (all Gates), Terminal 3, and off-site check-in locations where the AIRPORT SYSTEMS will be installed and licensed by Collins for use by OWNER and its AUTHORIZED USERS; provided, however that the AUTHORIZED USERS shall only use the Airport Systems for operations at the Authorized Site, and only when transacting with OWNER through the OWNER’s integrated infrastructure to which the AIRPORT SYSTEMS is connected.
SELPASS	CONTRACTOR’s proprietary biometric self-boarding Solution.

SOLUTION	The combination of Work, Equipment, Licensed Software and any other deliverables provided by CONTRACTOR to OWNER at the Authorized Site as defined within the Statement of Work.
SUBCONTRACTOR	A vendor providing products and/or services, which is a component of the AIRPORT SYSTEMS, under Agreement, or other binding agreement, with the CONTRACTOR.
TERMINAL EMULATOR	A software program that emulates the airline's standard passenger processing software program.
WORK	The work described in Exhibit A of this Agreement as applied to the AUTHORIZED SITES.

2. This Statement of Work addresses the renewal of the AIRPORT SYSTEMS support at Harry Reid International Airport.

Included in CONTRACTOR's scope under this Agreement are:

- A. Third (3rd) Level Support of all AIRPORT SYSTEMS
- B. Account Management
- C. Project Management

The Pricing for this Agreement (outlined herein) is based on the CONTRACTOR licenses and support of the AIRPORT SYSTEMS, with AUTHORIZED USERS as shown in Appendix 1.

3. **Support Services**

The CONTRACTOR will make all professional and reasonable efforts to correct errors in the software components of the AIRPORT SYSTEMS in a timely manner, ensure it performs according to specifications and correct defects caused by faulty material or workmanship. The CONTRACTOR's software support services will include the following:

- A. Third (3rd) Level escalation with Remote Technical Support of all CONTRACTOR provided AIRPORT SYSTEMS.
- B. Managing through to resolution problems associated with the AIRPORT SYSTEMS component(s) provided by THE CONTRACTOR or its SUB CONTRACTOR(s).
- C. Necessary updates, within the CONTRACTOR's control, of the CONTRACTOR supplied AIRPORT SYSTEMS software to correct problems discovered by the OWNER, by the CONTRACTOR or its SUB CONTRACTOR.
- D. Coordination of CONTRACTOR and carrier supplied software application updates as determined by the CONTRACTOR and agreed with the OWNER.

- E. Tracking and resolution of all OWNER initiated problem reports.
- F. Timely responses to all OWNER initiated problem reports as defined within Exhibit A, Section 4.
- G. Analysis of all OWNER initiated problem reports with identification of cause, recommended resolution, and estimated time to resolve. CONTRACTOR shall provide resolution information via email for all reported Errors as outlined in Section 4 – Technical Support Escalation Process.
- H. Assistance with, or execution of, deployment of the CONTRACTOR recommended resolution to OWNER reported problems.
- I. Defined maintenance best practices for all AIRPORT SYSTEMS software and hardware. Preventative maintenance frequency, job plan, and procedures to be documented and delivered by CONTRACTOR on a quarterly basis.
- J. Collins' AIRPORT SYSTEMS software security best practices shall be implemented and reviewed quarterly. All CONTRACTOR data security breaches affecting AIRPORT SYSTEMS shall be discussed at time of incident. CONTRACTOR shall provide assurance that the Licensed Software, the operating system platform, and residing applications are secure by following Collins' Airport Systems Security best practices. Mutually agreed upon exceptions will be reviewed on a quarterly basis. CONTRACTOR cannot guarantee security of airline applications. Collins' Best Practices Overview Document to be mutually agreed upon and will be reviewed annually.

Please note the following exceptions:

- K. No hardware maintenance, repair or on-site 1st or 2nd Level software support is included in this Agreement.
- L. Except as defined herein, support for addition or removal of an authorized user or system expansion to other areas will be negotiated separately.
- M. Database administration support will be provided by OWNER DBA personnel, with necessary assistance from CONTRACTOR, for issues related to AIRPORT SYSTEMS data.
- N. CONTRACTOR shall use remote system access whenever possible to troubleshoot technical issues. OWNER will, when initiating a problem report, enable report access for CONTRACTOR. For all CONTRACTOR initiated requests, a remote access request email should be sent to servicedesk@lasairport.com notifying OWNER with reference to the technical support issue being worked. OWNER will disable remote access per their internal policy.
- O. Management of third-party issues with non-software related system components that may have a direct impact on operations. This includes OWNER provided and operated LAN, Server and Desktop Operating Systems or Hardware issues.

- P. The CONTRACTOR is not responsible for loss of service due to an outage resulting from any of the following circumstances that are beyond reasonable control of the CONTRACTOR or its SUB CONTRACTOR(s):
- i. Loss of primary commercial or secondary backup power
 - ii. Third party Hardware/Software, which is not part of the AIRPORT SYSTEMS
 - iii. Virus and/or worm infections
 - iv. Denial of service or security attacks from outside sources
 - v. Airport campus Local Area Network

4. Software and Technical Support

The CONTRACTOR services include 365 X 24 X 7 Remote 3rd level Systems and Software Support. Upon completion of initial 1st and 2nd level investigation efforts, the OWNER shall promptly notify CONTRACTOR (verbally and/or in writing) of Errors in the AIRPORT SYSTEMS software. Notification will include details of OWNER investigation including, but not limited to, observations, symptoms, steps to reproduce Error, log files, screen shots, etc. For purposes herein, an "Error" shall be defined as a substantial and reproducible failure of the AIRPORT SYSTEMS software to perform in accordance with its specification and as set forth in the Agreement. All reports of Errors will be responded to and scheduled for research/resolution based on level of criticality defined in **Section 3**. Resolution of Errors shall mean to fix the problem once it is identified by the OWNER and confirmed by the CONTRACTOR. The CONTRACTOR will make its best and commercially reasonable effort to accomplish all problem resolutions in an expeditious manner.

A. Patch Management

- i. The CONTRACTOR will review, analyze and consult with the OWNER on necessity of critical Microsoft Operating System patch releases and potential impact on system servers or workstations. Notification of tested and approved patches and updates shall be provided quarterly and in the form of an Excel spreadsheet listing. However, Microsoft Security Patch Updates (e.g. WSUS) shall be provided monthly and in the form of an Excel spreadsheet listing. At the request of the OWNER, the CONTRACTOR will review with the OWNER the necessity and potential impact of installing or updating 3rd party application components, such as, but not limited to, Mongo, Postgres, Redis, Zookeeper, Elastic Search, Nodejs, Chrome, Adobe PDF Reader, Microsoft Silverlight, etc. Other 3rd party platforms, run time environments or plug-ins, such as the Microsoft .NET and Sun Microsystems JAVA are typically packaged with airline application package releases, as required, to operate in a common use environment.
- ii. The CONTRACTOR will work with the OWNER to help ensure best practices for patch management and update actions and activities minimize or eliminate adverse impact to the successful operation of the AIRPORT SYSTEMS or the applications in use by the user community.
- iii. The CONTRACTOR will provide the OWNER notice of all AIRPORT SYSTEMS software releases including applications that reside on the same platform. Notification will be provided

quarterly or as requested by individual carriers or their designated representative.

- iv. The CONTRACTOR will provide to OWNER the installation release package including any documentation and release notes for all software releases at time of notification.
- v. The CONTRACTOR will provide commercially reasonable remote support for the OWNER's application of the provided maintenance releases and updates as provided under this section.

B. Configuration Control

- i. The OWNER is responsible for maintaining control and documentation of all hardware and software configurations that comprise the AIRPORT SYSTEMS operational environment. The CONTRACTOR will work with the OWNER to establish baseline documentation of the existing AIRPORT SYSTEMS in the agreed upon format. The CONTRACTOR will provide the OWNER with configuration documentation for all AIRPORT SYSTEMS components introduced by it under this Statement of Work, and under any Change Orders to this Agreement. This includes, without limitation:
 - Versions of the AIRPORT SYSTEMS component(s)
 - Versions of airline application software components provided or deployed by Collins
 - Functional specifications of Collins-supplied AIRPORT SYSTEMS components
 - Release notes, Installation documentation and operational instructions
 - Guidelines for maintenance procedures for which the OWNER is responsible
- ii. The CONTRACTOR will consult with the OWNER to establish requirements for use of its established SharePoint site as a repository for documentation to be accessed by the OWNER. OWNER will provide a list of names for the CONTRACTOR to use in setting up access to the site. Such documentation may include:
 - Service Tracking Forms (STF) upon completion of an open technical / operational issue
 - Lists of patch management releases (System Release notes, WSUS and Third Party Components)
 - Collins configuration management documents
 - Post-mortem reports following a major outage event
 - Pre- and post-deployment documents
 - Product documentation
 - Weekly status reports
 - Hardware Enhancement Requests (HER) and Software Enhancement Requests (SER)
 - Project files and schedules

C. Industry Updates

For any industry initiatives or regulatory changes that may mandate or require modifications to the AIRPORT SYSTEMS in order for the OWNER to be compliant, Collins will develop and test the software as defined in the terms and conditions of the LICENSED SOFTWARE agreement. Any

costs related to hardware, site implementation labor, and travel associated with these changes will be charged to the OWNER based upon agreed negotiated cost.

D. Operating System(s) Requirements

CONTRACTOR shall maintain AIRPORT SYSTEMS compatibility with the current commercially available computer operating system(s) as required by aviation industry specifications. AIRPORT SYSTEMS core component upgrades shall be discussed by CONTRACTOR and OWNER as new operating systems are commercially released. CONTRACTOR and OWNER will mutually agree on a reasonable path forward to support and implement future operating systems.

5. Change Management

- A. As part of this Agreement, the CONTRACTOR will comply, to the best of its ability, with all OWNER specific policies and procedures related to the management of changes to any of the AIRPORT SYSTEMS. In addition, the CONTRACTOR will follow standard practice of their internally developed Change Management policies and procedures when planning and performing any changes, updates or upgrade to OWNER AIRPORT SYSTEMS software components. The CONTRACTOR also agrees to review these processes and procedures with the OWNER, upon OWNER request.
- B. There are two categories of changes to consider – System and User Application. The definition of System upgrades/updates is any platform change that has the potential of affecting the operation of the entire system or all participating users. The User Application category definition applies to all change requests made by individual Airlines, User Groups or other participating entity. These changes generally affect only the requester's operation and consist of application behavior, configuration changes, peripheral support, etc.
- C. This section will apply to all AIRPORT SYSTEMS provided by the CONTRACTOR, its SUB-CONTRACTOR(S) or airline provided MUSE, CUSS or CUPPS application.
- D. Future industry standards (e.g., Automated Remote Updates) may dictate changes to these policies and procedures and may result in loss of formal controls or management of any changes to airline specific CUSS or CUPPS applications. The OWNER will assume all risks for such industry standard changes and will be solely responsible for identifying and communicating OWNER specific requirements to each carrier operating on the AIRPORT SYSTEMS.
- E. All OWNER initiated or carrier requested Change Requests, System or User Application, are made through and managed by the CONTRACTOR's Technical Support Group and Account Manager.
- F. Change Management Process
- i. Incoming Change Request
- The CONTRACTOR Account Manager may receive change requests from several different entities (e.g., Individual Airline, Application Provider, etc.). Upon receipt, the Account Manager will present the request to, and consult with, the Customer Support Technical Services Manager for category definition, testing and update/upgrade scheduling.

- Change requests may also be the result of platform updates or bug fixes identified internally within the CONTRACTOR's Engineering organization. The CONTRACTOR Configuration Management team will then notify the Customer Support Group of all updates/fixes that have been tested and certified and are available for deployment.
 - The CONTRACTOR Account Manager will consult with the OWNER to provide change request notifications and identify the responsible resource for applying the requested change. Once identified, the CONTRACTOR will coordinate with the OWNER to provide the software package, documentation and installation instruction necessary to complete the task.
- ii. Change Category
- Upon receipt, a determination will be made of whether the change request category (System or User Application) has the potential of affecting the successful operation of the entire system or is limited to single components or configurations.
- iii. Lab Test and Risk Analysis
- All change requests will be first performed on the CONTRACTOR Technical Support Lab system to verify the operational status, assess the potential risk to the operational site and develop install/upgrade procedures. If the change test and verification process is not successful, the requester will be notified of the rejection and must correct the issue and resubmit the request.
 - IMPORTANT: Not all changes can be performed in the CONTRACTOR Technical Support Lab prior to production implementation. Some changes will be marked as "beta" and tested in the production environment under a very controlled manner.
- iv. User Application Change Request Branch
- Upon successful internal testing and verification, the change will be scheduled. The assigned Customer Support Engineer will coordinate with the on-site Service Provider support personnel, depending upon their availability, for update and testing. In some cases, the CONTRACTOR Technical Support Engineer will generate and provide a written procedure, for the on-site service personnel, which will instruct them on performing the necessary change/update.
- v. Installation and Activation
- CONTRACTOR will obtain approval from OWNER for all system changes prior to implementation by contacting OWNER's authorized representative. CONTRACTOR will provide details of change via email to OWNER. CONTRACTOR and OWNER to agree on procedural changes and review annually.
 - With approval of the OWNER the assigned CONTRACTOR Technical Support Engineer may install and activate the change request. In most cases the OWNER technical representative will perform the installation and activation. Installation is typically performed on a limited number of devices to allow for performance monitoring helping to ensure minimal/no impact to system functionality. Upon confirmation there are no adverse effects

the upgrade/update can then be applied to the remaining system components.

- Change procedures include the requirement for saving the previously functioning application/configuration backup information in the event a Fallback is required.

vi. On-site Test and Verify

- The assigned CONTRACTOR Technical Support Engineer will work with the OWNER technical representative to ensure the successful operation of the applied changes. CONTRACTOR will provide system verification that the change was successful.

vii. Change Acceptance

- If the test and verification process is not successful then a Fallback to the previously working application/configuration will be performed and the requester notified of the failure. Successful acceptance will be after all involved parties agree that the applied change request is operating as expected and all required documentation has been completed.

viii. Notification

- Once the requested site change is complete it is incumbent upon the CONTRACTOR Customer Support Group to notify, via email, the requesting party.

ix. System Change Request Branch

- All system changes are managed under the same process guidelines as User Applications. The exception is that a higher level of coordination and planning is required. It is imperative that major system change request notification be coordinated with the OWNER, Participating Airlines, on-site Service Providers and CONTRACTOR Technical Support Engineering. This will ensure that all parties are aware of the details of the change, anticipated user impact, change schedule and completion status. Once all parties involved are advised, and approval has been received, a CONTRACTOR Technical Support Engineer will perform the necessary change/update procedure.

6. Technical Support Escalation Process

A. This section defines how technical support requests are reported to the CONTRACTOR. Support requests can be reported via telephone and email. The CONTRACTOR maintains a 365 X 24 X 7 service desk, with a live representative for reporting of technical support issues. The OWNER, when contacting the CONTRACTOR's service desk, will indicate whether an issue is Critical or Non-Critical. If not specified, telephone calls will be treated as Critical and emails will be treated as Non-Critical until clarified/confirmed by the CONTRACTOR with the OWNER.

B. For the purposes of the escalation process defined in this section, errors are classified as follows with associated reporting procedures:

i. Critical Errors

Critical Errors are technical issues in any of the AIRPORT SYSTEMS software components resulting in a significant impact to airport operations such as, but not limited to, a complete loss

of service to one (1) or more CONTRACTOR product or a complete outage to one (1) or more airlines' operations.

- For Critical Errors, the following procedure must be followed:
 - OWNER's authorized representative must contact the CONTRACTOR's Technical Support team by calling the service desk at: 1.800.633.6882 or 1.410.266.4000. CONTRACTOR will provide a service request tracking number at time of the call.
 - The OWNER's authorized representative will immediately follow up with an email to helpdesk@arinc.com referencing the service request tracking number with additional information to provide details of OWNER's investigation. Details should include as much information as possible including, but not limited to, observations, symptoms, frequency, steps to reproduce error, log files, screen shots, and any additional known information.
 - The representative from the CONTRACTOR's Level 2 technical support team will respond within thirty 30 minutes to gather any additional information, clarify technical details, and provide OWNER with information on CONTRACTOR's next course of action.
 - CONTRACTOR, in agreement with OWNER, will provide updates in a reasonable and timely manner until the issue is resolved.
 - CONTRACTOR will make specific recommendations for preventing future occurrences.
- For Critical Errors as outlined above, Collins will provide an initial post-mortem report within two (2) business days of the resolution of the incident, with a final report to follow within five (5) business days with detailed information on the problem, cause, remedy and, if necessary, permanent long-term fix. OWNER will review and sign off on the post-mortem report within five (5) business days if acceptable.

ii. Non-Critical Errors

- For Non-Critical Errors, the following procedure must be followed:
 - Must be reported to the CONTRACTOR's Technical Support team by emailing the service desk: helpdesk@arinc.com or by phone at 1-800-633-6882 or 1.410.266.4000.
 - The OWNER's authorized representative will email additional details of OWNER's investigation. Details should include as much information as possible, including but not limited to, observations, symptoms, frequency, steps to reproduce error, log files, screen shots, and any additional known information.

- The CONTRACTOR's service desk will provide a service request acknowledgement within at least four (4) hours. A member of the CONTRACTOR's Level 2 technical support team will respond within two (2) business days to gather any additional information, clarify technical details, and provide OWNER with information on CONTRACTOR's next course of action. CONTRACTOR will make all commercially reasonable efforts to resolve the issue within ten (10) business days.
- CONTRACTOR, in agreement with OWNER, will provide updates in a reasonable and timely manner until the issue is resolved.
- CONTRACTOR will email OWNER referencing the service request tracking number and include information on the problem, cause, remedy and, if necessary, permanent long-term fix at the time of resolution.

7. Account Management Services

- A. In addition to the provision of technical support services, the CONTRACTOR will assign a dedicated Account Manager for the OWNER. It will be the responsibility the Account Manager to provide a Single Point of Contact for all issues, business and technical, that may arise during the term of this agreement.
- B. The Account Manager will facilitate the proper disposition of technical, logistical, and operational OWNER requests and day-to-day business needs. Additional responsibilities will include, without limitation, the following:
 - i. Manage OWNER requested moves/adds/changes/deletions
 - ii. Development of Budgetary Proposals for new equipment, addition of authorized users or out of scope services not covered in this Agreement
 - iii. Schedule and attend quarterly OWNER meetings, which will include a Collins technical management representative. The meeting agenda will include, at a minimum:
 - Review of configuration control documentation.
 - Review of change management process.
 - Review of patch management process.
 - Any ongoing support issues; and
 - Monthly report content and trends.
 - iv. Generate and communicate monthly statistical and operational reports, as required. OWNER and CONTRACTOR will work on a mutually-agreeable format and content of the reports.
 - v. Address OWNER contractual and billing issues.

- vi. All open technical issues reported to the CONTRACTOR help desk will be tracked weekly until resolution. Email on status and work plan to be provided to OWNER weekly.

8. **Business Support Escalation**

During the term of this agreement, should the OWNER wish to escalate an issue to Collins the following individuals may be contacted:

Head of Americas' Operations

Cathy Rich

Mobile: 410.279.2199

Email: cathy.rich@collins.com

Head of North America Operations

Don Larson

Mobile: 443.527.7938

Email: donald.larson@collins.com

North America Site Operations Manager

Dan Mills

Mobile: 410.353.7124

Email: dan.mills@collins.com

Account Manager

Jon Liljedahl

Mobile: 860.716.3187

Email: jon.liljedahl@collins.com

9. **OWNER Responsibilities**

- A. The OWNER will provide a Service Desk for the AIRPORT SYSTEMS user community reporting and tracking of all locally reported issues and requests for support.
- B. The OWNER shall provide all 1st and 2nd level maintenance and support services of the AIRPORT SYSTEMS hardware and software operating system platforms.
- C. The OWNER shall implement an escalation path between 1st and 2nd level support teams to be followed prior to escalation to the CONTRACTOR 3rd level support.
- D. The OWNER is responsible for maintaining location specific documentation of all AIRPORT SYSTEMS components installed and supported under this agreement.
- E. The OWNER shall provide the CONTRACTOR with timely written confirmation as to which of the software updates recommended by CONTRACTOR under Section 2A. above have been successfully deployed, and to which AIRPORT SYSTEMS component(s).

- F. The OWNER shall be responsible for maintaining disk images for each equipment computer model.
- G. Utilization of existing Oracle Database Server(s) (provided, managed and supported by the OWNER) as a Data Source for the AIRPORT SYSTEMS. Any capacity increase will be the responsibility of the OWNER.
- H. The OWNER shall provide reasonably complete and accurate information to the CONTRACTOR in regard to all "issues," as defined in the AIRPORT SYSTEMS Administration Guides.
- I. The OWNER shall at all times comply with the terms of the License Agreement for its use of the AIRPORT SYSTEMS software.
- J. The OWNER shall bear complete responsibility for all hardware maintenance, repairs, warranty administration and/or replacements. This Support Agreement covers CONTRACTOR provided AIRPORT SYSTEMS software only.
- K. Any effort required or requested under this Agreement shall be for the sole benefit of the OWNER and / or its AUTHORIZED USERS and for no other person or entity.
- L. The OWNER will expeditiously upon reasonable request make available to the CONTRACTOR such secure remote network access to the AIRPORT SYSTEMS operational environment as may be necessary to facilitate the support and Change Management procedures outlined herein. In making use of such remote access, the CONTRACTOR will comply with all reasonable and customary security procedures of the OWNER, and will provide to the OWNER, on request, all required documentation.

10. Project Management

In addition to the Maintenance and Change Management processes described herein, Collins will provide the following minimum Project Management services in the preparation and execution of any Change Orders to this Agreement.

- A. Supply of functional specifications and all details of services, materials, timetables and costs as may be necessary for OWNER to evaluate any Change Orders under discussion.
- B. At least weekly status of all outstanding deliveries and weekly updates of Collins' progress against agreed Change Orders.
- C. Comprehensive status of all action items identified by Collins or the OWNER pursuant to the execution of Change Orders, with at least weekly updates.
- D. Technical liaison with Carriers, Vendors and other 3rd parties, including proactive resolution of such technical issues as OWNER may direct.

- E. For all scheduled activities at Airport System locations:
 - i. A list of proposed tasks and the Collins personnel assigned, provided in advance
 - ii. Completion of a Collins internal review of the proposed tasks, in advance, including all concerned departments, to ensure all dependencies are met
 - iii. Before departing an Airport System location and/or on completion of any scheduled activities, a written report on tasks completed, changes made, temporary support procedures and expected impact, if any, to operations.
- F. Coordination between Collins personnel and internal departments to ensure currency of knowledge, continuity of expertise and availability of resources to complete agreed tasks.
- G. Conference calls with knowledgeable Collins participants at OWNER's request.

11. Training

One (1) time per year for each year of the term of this Agreement at no additional cost to the OWNER, Collins will provide a single trainer on site at OWNER's facility for one (1) week to provide training for OWNER's employees. OWNER and Collins will work together during each year to agree on course content and scheduling. Topics may include refresher training on the Airport Systems provided by Collins and overviews of industry standards such as AEA, CUSS FOID, etc.

12. Equipment and Services By OWNER

The OWNER will perform the following services and provide the following Equipment:

- A. The OWNER will provide workstations for the AIRPORT SYSTEMS according to the CONTRACTOR's Specifications.
- B. The OWNER will provide workstations equipped with CONTRACTOR's currently-approved operating system software.
- C. The OWNER will provide Oracle Version 11.0 or higher DBMS Licensed software to support the AIRPORT SYSTEMS.
- D. The OWNER will provide the Database Server hardware for use with the AIRPORT SYSTEMS.
- E. The OWNER will supply all millwork to perform any modifications to the existing counters to support the AIRPORT SYSTEMS Equipment and networking.
- F. The CONTRACTOR will supply all Equipment manufacturer and model numbers to the OWNER for hardware maintenance. The CONTRACTOR will also supply all contacts and ship to address for warranty repair. The CONTRACTOR will supply contacts through local representatives, whenever possible.

- G. OWNER will supply computer room requirements to support AIRPORT SYSTEMS.
- H. The OWNER will supply all conduit and installation of all Fiber Optics and copper cabling and will terminate, test and certify all Fiber Optics and copper cable runs that support the systems. Should a cable or Fiber need to be re-installed because of existing damage to the cable or Fiber, the OWNER will be responsible for the costs to purchase new cabling and to re-install the cable. At its option and cost, the OWNER may construct and maintain a site AIRPORT SYSTEMS test environment up to date with the production environment. The CONTRACTOR will consult with the OWNER to determine the requirements for the test environment and best practices for utilization of the test environment and maintaining current AIRPORT SYSTEMS software components.

13. **Annual Health Check**

Once per year, the CONTRACTOR will send a qualified technical resource to OWNER's facility to provide an annual health check of the AIRPORT SYSTEMS as provided by the CONTRACTOR. Annual Health Check List, below, is the agreed upon checklist for the tasks to be accomplished during this effort. The checklist shall be reviewed (and or modified) by both OWNER and CONTRACTOR annually. Any modification of the checklist must be mutually agreed upon by both OWNER and CONTRACTOR.

ANNUAL HEALTH CHECK LIST:

Site: LAS			
Location:	Las Vegas, NV	Date:	DDMMYY- DDMMYY
Reason:			
Participants:			
Site Details			
Platform:	<MUSE, CUSS, etc.>		
Platform Version:			
Onsite Service Provider:	<company name>		
Contact Name:	<name> / <title>		
Contact Method:	<xxx.xxx.xxx> / <email>		
Workstation Details	Type	Version	
Models	<workstation model>	n/a	
Operating System(s):			
Peripheral Component(s):	PCP32		
Peripheral Details	Type	Version	
ATB:			
BTP:			
DCP:			
BGR:			
MSR:			

OCR:		
BCR:		
AUX:		

Service Pack/System Updates

Core Servers (DC/WB/DB/MU)			
No.	Description	Status	
		C	n/a
1.	Apply latest operating system service pack.	<input type="checkbox"/>	<input type="checkbox"/>
2.	Install latest systems management software utilities (i.e. Dell System Manager). This may require removing previous versions.	<input type="checkbox"/>	<input type="checkbox"/>
3.	Install latest system bios per hardware provider.	<input type="checkbox"/>	<input type="checkbox"/>
4.	Install latest SCSI drivers/firmware per hardware provider. For some servers, this may require additional firmware/drivers for clustered configurations (i.e. backplane, cluster firmware).	<input type="checkbox"/>	<input type="checkbox"/>
5.	Install latest network card drivers per hardware provider:	<input type="checkbox"/>	<input type="checkbox"/>
6.	Install latest graphics card drivers per hardware provider:	<input type="checkbox"/>	<input type="checkbox"/>

Core Servers (RA/UT/MS/TS)			
No.	Description	Status	
		C	n/a
1.	Apply latest operating system service pack.	<input type="checkbox"/>	<input type="checkbox"/>
2.	Install latest system bios per hardware provider.	<input type="checkbox"/>	<input type="checkbox"/>
3.	Install latest network card drivers per hardware provider:	<input type="checkbox"/>	<input type="checkbox"/>
4.	Install latest graphics card drivers per hardware provider:	<input type="checkbox"/>	<input type="checkbox"/>
Workstations (WS)			
No.	Description	Status	
		C	n/a
1.	Apply latest operating system service pack via auto-update utility. This may require extensive testing and should be checked on a number of check-in and gate workstations for <i>all</i> carriers before being deployed.	<input type="checkbox"/>	<input type="checkbox"/>

Monitor Server Check

Monitor Servers			
No.	Description	Status	
		C	n/a
1.	Update the monitor server software to latest ARINC release.	<input type="checkbox"/>	<input type="checkbox"/>
2.	Verify the monitor server is accurately monitoring all system components properly.	<input type="checkbox"/>	<input type="checkbox"/>

3.	Verify the monitor server is not trying to monitor non-existent objects (i.e., non-existent databases / retired gateways)	<input type="checkbox"/>	<input type="checkbox"/>
4.	Verify the monitor server logging is disabled.	<input type="checkbox"/>	<input type="checkbox"/>

Database Operational Maintenance

Database Servers			
No.	Description	Status	
		C	n/a
1.	Verify all database-driven applications are properly archiving and cleaning up after themselves.	<input type="checkbox"/>	<input type="checkbox"/>
2.	Ensure database table-space sizes and table record counts are not excessive.	<input type="checkbox"/>	<input type="checkbox"/>
3.	Ensure configured database drives are not unusually full.	<input type="checkbox"/>	<input type="checkbox"/>
4.	Ensure all applicable database tables are set to auto-extend.	<input type="checkbox"/>	<input type="checkbox"/>
5.	Ensure database scripts exist for all products (and are located/placed on the M: drive and/or HS server if applicable) in order to quickly rebuild databases.	<input type="checkbox"/>	<input type="checkbox"/>
6.	If multiple databases or clusters exist, build backup database instances or tablespaces on existing databases for emergency backup use.	<input type="checkbox"/>	<input type="checkbox"/>
7.	If applicable, verify replication is working properly.	<input type="checkbox"/>	<input type="checkbox"/>
8.	Ensure recent database exports have been done and properly stored for all products.	<input type="checkbox"/>	<input type="checkbox"/>

Availability, Usage & Audit Verification

Availability, Usage & Audit Verification			
No.	Description	Status	
		C	n/a
1.	Verify that all gateways, etc. are properly being logged to the M:\MUSE\DB\MUSEMON file (refer to Monitor Server Check section).	<input type="checkbox"/>	<input type="checkbox"/>
2.	Verify that usage is properly configured and working.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3.	Verify that all levels (user and application) of auditing is properly configured and working.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Backup Job Verification

UT/Tape Backup			
No.	Description	Status	
		C	n/a
1.	Ensure that all backup jobs are functioning properly.	<input type="checkbox"/>	<input type="checkbox"/>
2.	Configure and/or modify any additional backup folder that may be necessary.	<input type="checkbox"/>	<input type="checkbox"/>
3.	Check tapes, tape drive and associated host workstation/server.	<input type="checkbox"/>	<input type="checkbox"/>

Disaster Recovery		
No.	Description	Status

		C	n/a
1.	Ensure recent ERD disks exist for all servers and are properly stored.	<input type="checkbox"/>	<input type="checkbox"/>
2.	Ensure recent System State Backups exist for all servers and are properly stored.	<input type="checkbox"/>	<input type="checkbox"/>
3.	If applicable, ensure the HS server is properly capturing disaster recovery data such as database DMP's or file server backups.	<input type="checkbox"/>	<input type="checkbox"/>

Network Maintenance

Network Maintenance			
No.	Description	Status	
		C	n/a
1.	Review network to see if any changes have been made that need documenting.	<input type="checkbox"/>	<input type="checkbox"/>
2.	Ensure all hardware looks OK (visual checks).	<input type="checkbox"/>	<input type="checkbox"/>
3.	Baseline network activity (when are the peak times, anything unusual, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>
4.	Double-check all external network interfaces for errors, check ACLs, etc.	<input type="checkbox"/>	<input type="checkbox"/>
5.	Verify all switches and routers adhere to passwords documents in the site information file.	<input type="checkbox"/>	<input type="checkbox"/>

Workstation Maintenance

Workstation Maintenance			
No.	Description	Status	
		C	n/a
1.	Ensure all workstation images exist and are located in one area on the server.	<input type="checkbox"/>	<input type="checkbox"/>
2.	Delete all old, unused workstation images.	<input type="checkbox"/>	<input type="checkbox"/>
3.	Create any new workstation images that may be needed.	<input type="checkbox"/>	<input type="checkbox"/>

File Server Maintenance

File Server Maintenance			
No.	Description	Status	
		C	n/a
1.	Check file servers for any excessive logging and, if evident, disable associated logging.	<input type="checkbox"/>	<input type="checkbox"/>
2.	Delete all old log files on server and all old, unnecessary directories.	<input type="checkbox"/>	<input type="checkbox"/>
3.	Check all event logs for any warnings, error or abnormalities.	<input type="checkbox"/>	<input type="checkbox"/>

Peripheral Firmware Verification

Peripheral Firmware Verification			
No.	Description	Status	
		C	n/a
1.	Ensure that all ARINC-certified peripherals are running the latest certified firmware version.	<input type="checkbox"/>	<input type="checkbox"/>

2.	If necessary, provide local site admins with the latest firmware and associated instruction on how to perform the updates.	<input type="checkbox"/>	<input type="checkbox"/>
3.	If possible, have this done while on site to provide assistance if necessary.	<input type="checkbox"/>	<input type="checkbox"/>

Menu Maintenance

Menu Maintenance			
No	Description	Status	
		C	n/a
1.	Check all user menus and remove any that are not being used.	<input type="checkbox"/>	<input type="checkbox"/>
2.	Ensure <i>all</i> user menus are standardized and uniform (refer to Appendix B).	<input type="checkbox"/>	<input type="checkbox"/>
3.	Ensure the MUSLOGON menu is standardized and uniform (refer to Appendix B).	<input type="checkbox"/>	<input type="checkbox"/>

General

General			
No	Description	Status	
		C	n/a
1.	Ensure all Dell servers have had their batteries reconditioned.	<input type="checkbox"/>	<input type="checkbox"/>

Site-Specific Issues	
➤ Add site-specific issues here.	
Suggestions / Technical Recommendations	
➤ Add notes etc. here.	
Menuing Before/After Screenshots	
➤ Add images/notes etc. here.	
Daily Activity Log	
Day 1 – <enter date here, i.e., 09APR06>	
Notes	
<ul style="list-style-type: none"> • • • • 	
Day 2 – <enter date here>	
Notes	
<ul style="list-style-type: none"> • • • • 	
Day 3 – <enter date here>	
Notes	

<ul style="list-style-type: none"> • • • • 		
Day 4 – <enter date here>		
Notes		
<ul style="list-style-type: none"> • • • • 		
Day 5 – <enter date here>		
Notes		
<ul style="list-style-type: none"> • • • • • 		
Signatures		
ARINC Engineer	<engineer name>	<date>
Title	<title>	
ARINC Manager	<manager name>	<date>
Title	<title>	

14. Additional Work

The OWNER may request the CONTRACTOR to provide additional products and services from time to time. For any items not covered in Exhibit A, the CONTRACTOR will provide a priced proposal using a Hardware Enhancement Request (HER) for materials and Software Enhancement Request (SER) for software support and/or other labor and travel services.

OWNER and the CONTRACTOR will work together to ensure that the HER and SER content is sufficiently detailed to give complete clarity to the requested scope, including related responsibilities of both parties in supporting the proposed work and any resulting support issues.

15. Hardware

The hardware to be purchased will be used for all OWNER facilities and shall be integrated into the "MUSE" system. During the term of this Agreement the OWNER will select the most appropriate but undetermined quantity of hardware purchase to provide a fully functional "MUSE" system that will be linked with current systems in place at the Main Airport Terminal. Evaluation of hardware purchases will be made based on cost effectiveness and timely order for processing and installation. Hardware pricing is provided in Section 6 below. Hardware requested that does not appear in Section 6 below shall be priced and negotiated at time of order.

16. Software, Licenses and Warranty

OWNER currently operates the AIRPORT SYSTEMS in their facilities and requires software, maintenance-support and license keys for the various programs used. Additional software, maintenance-support and license keys will be required on an as needed basis. The allowance of funds is made up front for the applicable annual recurring charge. All CONTRACTOR-provided AIRPORT SYSTEMS software and certified hardware will be supported.

17. Professional Services

In continuation of development and system operations CONTRACTOR staff is required for application development, software engineering and offsite properties connection to automated Airport check-in program. These services are regularly provided for OWNER facilities prior to opening of new facilities and regular during operations. The estimated fund amount is allocated to provide for required services during the Agreement term and will allow for uninterrupted service and development.

18. MUSE, BagLink and RFID System Service Charges

Description	Quantity	Non-Recurring	Annual Recurring (USD)	Total 5 Years (USD)
MUSE, BagLink and RFID System Software License per Users in Appendix 1.1	1	None	\$150,000	\$750,000
MUSE, BagLink and RFID System Software Support per Users in Appendix 1.1	1	None	\$255,000	\$1,275,000
CUSS Software License per Authorized Users in Appendix 1.2	1	None	\$70,000	\$350,000
LDCS Support per Airline list including unlimited Authorized Users in Appendix 1.3	1	None	\$58,000	\$290,000
SelfPass Software License per Authorized Users in Appendix 1.4	1	None	\$117,000	\$497,250
Onsite system admin to support Collins systems currently in production	1	None	\$202,000	\$1,010,000
Onsite Field Tech to support hardware maintenance (break fix, preventative maintenance)	1	None	\$125,000	\$625,000
Addition of a new Authorized User to MUSE, BagLink and RFID, including certification and	1	\$12,000.00	\$9,000	Year 1
			\$9,000	Subsequent Year

commissioning of up to 3 user-provided applications				
Addition of a new Authorized User to CUSS , BagLink and RFID, including certification and commissioning of up to 3 user-provided applications	1	None	\$2,500	Subsequent Year

19. Hardware Unit Pricing

Pricing provided does not include shipping which will be determined at the time of order. All shipping costs will be separately itemized on the HER for each order and shall include any and all customs, duties, freight, and related charges for delivery to OWNER's facility. Hardware prices may be adjusted by CONTRACTOR once annually in writing. No increases shall allow for payment retroactive of after receipt of equipment.

The following list will be updated no less than annually and sixty (60) days, before the start of each Agreement year. Prices are valid for the year in which delivery is made.

Item	Qty	2021-2022(USD)
IER		
IER 400B2-01 (Cutter, display, power lead 3-year standard warranty)	1	\$1,044.36
2-year ext. Warranty included (Extended to 5 years 3+2)	1	\$1,131.55
IER 400B2-02 (Cutter, no display, power lead 1-year standard warranty)	1	\$998.95
2-year ext. Warranty included (Extended to 5 years 3+2)	1	\$1,086.74
IER 400B2-03 (tear-off, display, power lead 1-year standard warranty)	1	\$942.95
2-year ext. Warranty included (Extended to 5 years 3+2)	1	\$1,030.74
Options		
RFID UHF option (S54223A)	1	\$416.23
Roll holder option (S54091B)	1	\$57.52
Table top boarding pass stacker (S59908A)	1	\$69.62
RS232 1,8m crossover cable DB9M/F shielded (T118304)	1	\$15.14
RS232 0,25m straight cable DB9M-DB25F shielded (T118305)	1	\$4.54
Extended warranty packs		
3-year extended warranty (no longer provided)	1	\$0.00
2-year extended warranty	1	\$87.79

IER 401B2-01 (Cutter, display, power lead 3-year standard warranty)	1	\$900.57
2-year ext. Warranty included (Extended to 5 years 3+2)	1	\$970.19
IER 401B2-02 (Cutter, no display, power lead 3-year standard warranty)	1	\$844.57
2-year ext. Warranty included (Extended to 5 years 3+2)	1	\$914.19
IER 401B2-03 (tear-off, display, power lead 3-year standard warranty)	1	\$794.62
2-year ext. Warranty included (Extended to 5 years 3+2)	1	\$886.83
Options		
IER 401 Printhead (S56873B)	1	\$166.49
IER 401 Roll support option (S54091B)	1	\$57.52
IER 401 Boarding Pass Stacker (S59908A)	1	\$69.62
USB 2.0 3m Cable (T111250)	1	\$7.57
Extended warranty packs		
3-year extended warranty (no longer provided)	1	\$0.00
2-year extended warranty	1	\$69.62
IER i420A Check-in Printer (cutter, display, power lead 5-year standard warranty)	1	\$582.72
IER i420A (cutter, display, power lead, batch 30% of spare Printheads, 5-year standard warranty)	1	\$609.97
IER i420B (cutter, display, power lead, 5-year standard warranty)	1	\$582.72
IER i420B (cutter, display, power lead, batch 30% of spare Printheads, 5-year standard warranty)	1	\$609.97
Options		
i420 Printhead (T152303)	1	\$124.11
i420 Roll Support (S64174)	1	\$45.41
i420 Boarding Pass Sticker (P63698)	1	\$52.97
i420 USB 2.0 3m Cable (T111250)	1	\$7.57
i420 RFID UHF Factory Mounted	1	\$484.34
i420 RFID UHF Upgraded Kit	1	\$529.75

IER 602A 1-year standard warranty (Barcode, RFID, NFC combo reader, Power lead included)	1	\$1,001.98
Options		
External printer (T150778)	1	\$454.07
RS232 1,8m crossover cable DB9M/F shielded (T118304)	1	\$21.11
RS232 0,25m straight cable DB9M-DB25F shielded (T118305)	1	\$10.56
USB 2.0 3m Cable	1	\$7.57
Extended warranty packs		
3-year extended warranty (no longer provided)	1	\$0.00
5-year extended warranty	1	\$42.38
IER i720 Skylane Single e-Gate (Standard passageway 600mm.Glass obstacles 1.2m. Passenger screen 8,4 inches mast mounted. IER 602 BC scanner & RFID NFC, Atmel PCB)	1	\$16,991.26
IER i720 Skylane Dual e-Gate (Standard passageway 600mm.Glass obstacles 1.2m. Passenger screen 8,4 inches mast mounted. IER 602 BC scanner & RFID NFC, Atmel PCB)	1	\$30,540.67
IER i720 Skylane Triple e-Gate (Standard passageway 600mm.Glass obstacles 1.2m. Passenger screen 8,4 inches mast mounted. IER 602 BC scanner & RFID NFC, Atmel PCB)	1	\$44,088.57
Custom		
TK302 (ATB/BTP metal casing, autocutter, ejector with cut/hold-cut/eject features, 2 lines display, Ethernet + USB + RS232 interfaces. External adaptor. Includes a 5 year warranty)	1	\$1,208.07
TK202 III Printer ATB/BTP heavy duty printer, tear-off, 2 lines display, USB + RS232 interfaces. External adaptor.	1	\$873.22
Options		
TK302 RFID Kit (918BB030200000)	1	\$600.08
TK302 Holder Drawer Metal Ticket tray for ATB, with shoulders, horizontal (976BB010000003)	1	\$39.40

TK302 III Data cable Customized 90°printer side connector, 3 M USB cable 90° (26500000000048)	1	\$26.24
TK302 Spares Thermal printing head TK302 (2C160000000006)	1	\$121.86
TK302 Spares Kit of spare TK302 III parts for in-warranty repairs for 50 printers for 5 yrs period (44000000009600)	1	\$655.24
TK302 III Data cable Customized 90°printer side connector, 1,8 M RS232 cable 90° (26500000000331)	1	\$10.93
TK302 III Power cord (26100000000311)	1	\$5.40
TK202 Holder Drawer supports the new optional power supply box; it includes the metal bag tag loading guide. (911BD050500313)	1	\$84.31
TK202 Spares Thermal printing head, consumable (2C160000000006)	1	\$121.86
TK202 Kit of spare parts TK202 III, for in-warranty repairs for 50 printers for 5 yrs period (44000000009500)	1	\$431.12
TK180 ATB/BTP printer, plastic casing, AEA and Windows driver, display, tear off, Ethernet, USB, RS232 interfaces. External adaptor.	1	\$647.14
TK180 ATB/BTP RFID printer, plastic casing, AEA and Windows driver, display, tear off, Ethernet, USB, RS232 interfaces. External adaptor.	1	\$1,201.84
TK180 ATB/BTP printer, metal casing, AEA and Windows driver, display, autocutter with holding feature, Ethernet, USB, RS232 interfaces. External adaptor.	1	\$870.18
TK180 ATB/BTP RFID printer, metal casing, AEA and Windows driver, display, autocutter with holding feature, Ethernet, USB, RS232 interfaces. External adaptor.	1	\$1,276.64
TK180 BTP Linerless printer, metal casing, AEA and Windows driver, display, tear off, Ethernet, USB, RS232 interfaces. External adaptor.	1	\$1,084.18
Options		
TK180 Holder/Drawer Metal case for holding the power supply on the rear Roll Holder (974HL010000006)	1	\$59.67
TK180 Holder/Drawer Metal roll holder for bag tag rolls or receipt roll (974HL020000004)	1	\$72.28
TK180 RFID kit RFID Kit for retrofitting printers on-site	1	\$600.08
TK180 Data cable Standard DB9-DB9, 1,8 M RS232 cable	1	\$8.74
TK180 Standard USB cable, 1,8 M USB cable	1	\$8.74

TK180 Power cord USA plug power cable, NEMA 5-15 to IEC320 C13 black 6 FT	1	\$7.56
TK180 Spares Thermal printing head TPH	1	\$118.50
TK180 Kit of spare parts TK180 Plastic for in-warranty repairs for 50 printers for 5 yrs period	1	\$305.05
TK180 Spares Kit of spare parts TK180 Metal Cutter for in-warranty repairs for 50 printers for 5 yrs period.	1	\$406.22
KPM180 Extended Warranty Optional 5 yrs warranty (in total) Back to Custom lab in Parma or back to Custom America (for printers purchased from Custom America)	1	\$115.98
Fujitsu		
ATB Printer F9860 General Purpose Printer for Boarding Pass and BaggageTag - USB cable included, power cable is Not	1	\$549.31
Baggage Tag Printer F9860 General Purpose Printer for Boarding Pass and BaggageTag - USB cable included, power cable is Not	1	\$549.31
Vertical Stacker for F9860BPP	1	\$65.39
General Purpose Printer F9870 (1-199 Units)	1	\$721.32
Roll Paper Stand for 9870 BTP	1	\$104.63
Stacker for F9870 BTP	1	\$39.34
Spare Parts (Communication Cables for the F9850 ATB/BTP printer	1	\$26.23
Cleaning kit For F9850 (Part # CA92001-1831); it is for cleaning print head. Recommended to use one a month. Its life is 100 times	1	\$25.99
For 9870 - Print Head (Part # KD50001-0037)	1	\$118.03
For 9860 - Thermal Head (Part # KDO3537-D803)	1	\$156.95
ACCESS-IS		
AKB500-G-U-US-OM-O Integrated OCR/MSR keyboard with a USB interface. USA keyset layout	1	\$699.27
AKB500-G-U-US-OMP-O Integrated OCR/MSR keyboard w/integrated pointing stick. USB interface. USA keyset layout	1	\$759.66
OCR 315 (1-249 Units) Compact standalone OCR/MSR (single slot) unit with a single USB interface	1	\$526.36
OCR 316-E (1-249 Units) Compact standalone OCR/MSR (single slot) unit with a single USB interface	1	\$449.45
Access Boarding Gate Readers (all with 5 year warranty, except RP9000 and IT1900 with 1 year)		

LSR 110 (1-249 Units) 1D/2D Fixed position (FACE DOWN document reading) barcode reader. USB interface	1	\$611.86
LSR 120 (1-249 Units) 1D/ 2D Fixed position barcode reader (FACE UP document reading). Single USB interface	1	\$580.66
BGR 135 (1-249 Units) 1D/2D Boarding gate reader for bar coded boarding passes. Includes an on/off switch and receipt printer port. Interface USB.	1	\$1,152.20
BGR 750 (1-249 units) 'Flat-bed', (FACE-DOWN) 1D/2D Boarding gate reader for bar coded boarding passes. Angled LCD display. Interface USB	1	\$1,152.20
IT1950g ARINC connect (1-249 Units) 1D/2 D handheld barcode reader. Single USB interface cable. Configured for ARINC PC direct	1	\$405.26
RP9000 Receipt Printer (1-249 Units) Receipt printer. Standard warranty 2 years from date of shipment.	1	\$419.56
KAD300 Desktop KAD300-01-RB-M Highly compact, integrated full page OCR, swipe 3 track MSR, 1D/2D barcode with integrated RFID contactless reader. USB 3 interface or USB 2	1	\$1,271.39
DESKO		
DESKO Check-In Solutions		
Integrated Keyboard or Stand Alone		
NEPTUN chrom keyboard with OCR, MSR and IP54 rating on entire keyboard, USB version incl. 6 year warranty	1	\$524.86
IDenty Chrom 3-track magnetic stripe reader,IP54 rating on entire device(incl. swipe slot),Check-in interface USB includes a 6 year warranty	1	\$355.69
IDenty Chrom 3-track magnetic stripe reader,IP54 rating on entire device(incl. swipe slot),Check-in interface USB includes a 7 year warranty	1	\$366.28
IDenty Chrom Mount for fixing IDenty chrom to standard PC monitor, For PC monitor 17" up to 22",Max width of display 535 mm,VESA 100 x 100 mount	1	\$52.97
IDenty Chrom		
NEPTUN chrom keyboard with OCR, MSR and IP54 rating on entire keyboard, USB version incl. 7 year warranty	1	\$539.94
BMOS 5204 Small keyboard with OCR, MSR, Barcode Interface, USB version incl. 6 year warranty	1	\$536.92
Key Matrix for NEPTUN chrom	1	\$67.87
Key Caps Set for NEPTUN chrom	1	\$14.33
Add on RFID/NFC module (6 year warranty)	1	\$135.74
Add on RFID/NFC module (7 year warranty)	1	\$140.26
Add on Pointing Device (6 year warranty)	1	\$39.21
Add on Pointing Device (7 year warranty)	1	\$40.72
mini MPR Stand alone OCR MSR, RS232 version incl. 6 year warranty	1	\$361.97

mini MPR Stand alone OCR MSR, USB version incl. 6 year warranty	1	\$361.97
mini MPR Stand alone OCR MSR, RS232 version incl. 7 year warranty	1	\$374.04
mini MPR Stand alone OCR MSR, RS232 version incl. 7 year warranty	1	\$374.04
IDenty chrom Stand alone OCR, MSR, IP54 rating on entire device, USB version incl. 6 year warranty	1	\$361.97
IDenty chrom Stand alone OCR, MSR, IP54 rating on entire device, USB version incl. 7 year warranty	1	\$374.04
Add on RFID/NFC module (6 year warranty)	1	\$135.74
Add on RFID/NFC module (7 year warranty)	1	\$140.26
Display mount for mini MPR / IDenty chrom, for monitors up to 22", VESA 100 x 100 mount	1	\$52.79
DESKO Boarding Gate & Self Boarding Solutions		
BGR 504 pro (USB/serial) - Boarding Gate Reader 1D/2D flatbed BCR, multicolor LCD display, LED indicator, volume control buzzer, single AUX / printer port, action button, incl. 6 year warranty	1	\$870.30
BGR 504 pro (USB/serial) - Boarding Gate Reader 1D/2D flatbed BCR, multicolor LCD display, LED indicator, volume control buzzer, single AUX / printer port, action button, incl. 7 year warranty	1	\$900.57
Add on RFID/NFC module (6 year warranty)	1	\$105.95
Add on RFID/NFC module (7 year warranty)	1	\$108.98
BCR 504 pro, 1D/2D barcode scanner, LED indicator and buzzer, flat design and easy to integrate, USB, incl. 6 year warranty	1	\$620.56
BCR 504 pro, 1D/2D barcode scanner, LED indicator and buzzer, flat design and easy to integrate, USB, incl. 7 year warranty	1	\$643.26
DESKO Accessories		
Voyager 1400 Handheld Barcode Gun, 1D & 2D Barcode scanner, USB, incl. 6 year warranty	1	\$302.71
Voyager 1400 Handheld Barcode Gun, 1D & 2D Barcode scanner, USB, incl. 7 year warranty	1	\$311.79
Stand for Voyager 1400, incl. 6/7 year warranty	1	\$34.69
XENON 1950 Barcode Gun, 1D & 2D Barcode scanner, USB, incl. 6 year warranty	1	\$370.82
XENON 1950 Barcode Gun, 1D & 2D Barcode scanner, USB, incl. 7 year warranty	1	\$385.96
Stand for XENON 1950, incl. 6/7 year warranty	1	\$34.81
DESKO PENTA Technology Solutions		
Check-In and Boarding		
PENTA Scanner CKI: 1D / 2D Flatbed BC Scanner, OCR / MRZ Reader, MSR 3-Track, CKI & BGR Interface (USB or serial), High Resolution Document	1	\$983.82

Imager, Visible and IR Illumination, Multiple Aux / Printer Port, Action Button / Buzzer, incl. 6 year warranty		
PENTA Scanner CKI: 1D / 2D Flatbed BC Scanner, OCR / MRZ Reader, MSR 3-Track, CKI & BGR Interface (USB or serial), High Resolution Document Imager, Visible and IR Illumination, Multiple Aux / Printer Port, Action Button / Buzzer, incl. 7 year warranty	1	\$1,014.09
PENTA Scanner BGR: 1D / 2D Flatbed BC Scanner, OCR / MRZ Reader, MSR 3-Track, CKI & BGR Interface (USB or serial), High Resolution Document Imager, Visible and IR Illumination, Multiple Aux / Printer Port, Action Button / Buzzer, Multicolor LCD Touch Display, Large Multicolor LEDs, incl. 6 year warranty	1	\$1,422.75
PENTA Scanner BGR: 1D / 2D Flatbed BC Scanner, OCR / MRZ Reader, MSR 3-Track, CKI & BGR Interface (USB or serial), High Resolution Document Imager, Visible and IR Illumination, Multiple Aux / Printer Port, Action Button / Buzzer, Multicolor LCD Touch Display, Large Multicolor LEDs, incl. 7 year warranty	1	\$1,468.16
DESKO Technology Solutions		
Security and Immigration		
PENTA Scanner - OCR / MRZ Reader, High Resolution Document Imager, Visible and IR Illumination, Action Button / Buzzer, USB Interface, incl. 6 year warranty	1	\$787.05
PENTA Scanner - OCR / MRZ Reader, High Resolution Document Imager, Visible and IR Illumination, Action Button / Buzzer, USB Interface, incl. 7 year warranty	1	\$809.76
DESKO PENTA Scanner Optional		
Features		
Add on RFID/NFC module (6 year warranty)	1	\$263.94
Add on RFID/NFC module (7 year warranty)	1	\$271.48
Add on Barcode module (6 year warranty)	1	\$309.18
DESKO PENTA Scanner Optional		
Battery Power		
PENTA Scanner Adapter (6 year warranty)	1	\$75.68
PENTA Scanner Adapter (7 year warranty)	1	\$78.71
PENTA Scanner Battery Pack	1	\$348.12
PENTA Scanner Battery Charger	1	\$98.38
PENTA Scanner AC Power Plug	1	\$52.97
Unimark		

Unimark ET7000 – No cutter Includes 9 Pin Serial Connector & USB Connector (1-50)	1	\$974.37
ET7000 Printer With Cutter (9 Pin Connector & USB Port) - 1- 50 Units	1	\$1,079.00
ET7000T-RFID Printer Without Cutter (9 Pin Connector & USB Port) - 1 - 50 Units	1	\$1,785.26
ET7000T-RFID Printer With Cutter (9 Pin Connector & USB Port)	1	\$1,902.97
ET7000 Optional Roll-Arm (1-50)	1	\$44.47
ATB Catcher	1	\$28.77
IP(Ethernet) Connectivity	1	\$143.87
25 Pin Connector Optional to Printer CPU P/N 900-3095-000K (1-50)	1	\$32.79
ET7000 Replacement Print Heads P/N 502-1208-080 (1-50)	1	\$156.95
Extended Warranty for a total of 5 years per unit	1	\$518.04
Epson		
LX -350 Printer	1	\$329.08
LX - 350 Paper Roll Holder	1	\$197.90

20. **Authorized Users of MUSE, BagLink and RFID-Appendix 1.1**

No.	Airline	Code	Host
1	Aeromexico	AM	Sabre
2	Air Canada	AC	Amadeus
3	Alaska Air	AS	Sabre
4	Allegiant	G4	Navitaire
5	American Airlines	AA	Sabre
6	British Airways	BA	Amadeus
7	Condor	DE	Amadeus
8	Contour	LF	MIS-Choice
9	Copa Airlines	CM	DXC
10	Delta Airlines	DL	Delta SNAPP
11	EI AI	EL	Amadeus
12	Flair Air	F8	MIS-Choice
13	Frontier Airlines	F9	Navitaire
14	Hainan Airlines	HU	TravelSky
15	Hawaaiian Airlines	HA	Sabre

16	JetBlue	B6	Sabre
17	Korean Air	KE	Amadeus
18	KLM	KL	Amadeus
19	Level	LV	Navitaire
20	OAI – Omni Air	OY	MIS-Choice
21	Southwest Airlines	WN	Amadeus
22	Spirit Airlines	NK	Navitaire
23	Sun Country	SY	Navitaire
24	Lufthansa	LH	Amadeus
25	Swoop	WO	Navitaire
26	United Airlines	UA	SHARES
27	Virgin Atlantic	VS	Delta SNAPP
28	Viva Aerobus	VB	Navitaire
29	Volaris	Y4	Navitaire
30	WestJet	WS	Sabre
31	Avelo	XP	Collado
32	GlobalX	G6	MIS-Choice
33	Advanced Air	AN	Intellisys
34	Breeze	MX	Navitaire
35	Southern Airways	9X	MIS-Choice

21. **Authorized Users of CUSS – Appendix 1.2**

No.	AIRLINE NAME	CODE	Host
1	AeroMexico	AM	Sabre

2	Air Canada	AC	Amadeus
3	Alaska Airlines	AS	Sabre
4	American Airlines	AA	Sabre
5	British Airways	BA	Amadeus
6	Condor	DE	Amadeus
7	Delta	DL	Deltamatic
8	Edelweiss	WK	Amadeus
9	Eurowings	EW	Amadeus
10	Flair Airlines	F8	MIS-Choice
11	Frontier Airlines	F9	Navitaire
12	Hawaiian Airlines	HA	Sabre
13	JetBlue	B6	Sabre
14	KLM	KL	Amadeus
15	Korean Air	KE	Amadeus
16	Southwest Airlines	WN	Amadeus
17	Spirit Airlines	NK	Navitaire
18	United Airlines	UA	SHARES
19	Virgin Atlantic	VS	Deltamatic
20	Volaris	Y4	Navitaire

22. Authorized Users of LDCS – Appendix 1.3

No.	Airline
1	Allegiant Air
2	Swissport
3	WFS – Worldwide Flight Services

23. Authorized Users of SelfPass – Appendix 1.4

No.	AIRLINE NAME	CODE	Host
-----	--------------	------	------

1	AeroMexico	AM	Sabre
2	Air Canada	AC	Amadeus
3	British Airways	BA	Amadeus
4	Condor	DE	Amadeus
5	Edelweiss	WK	Amadeus
6	Eurowings	EW	Amadeus
7	Flair Airlines	F8	MIS-Choice
8	Frontier Airlines	F9	Navitaire
9	KLM	KL	Amadeus
10	Korean Air	KE	Amadeus
11	Virgin Atlantic	VS	Deltamatic
12	Viva Aerobus	VB	Navitaire
13	Volaris	Y4	Navitaire
14	WestJet	WS	Sabre
15	Copa Airlines	CM	AppShell
16	Damarel - LDCS	NA	LDCS

EXHIBIT B

SOFTWARE LICENSE AGREEMENT

This Software License Agreement is provided by and between ARINC Incorporated, a part of Collins Aerospace ("Collins") with a principal place of business at 2551 Riva Road, Annapolis, MD 21401, USA, and the Clark County Department of Aviation, a division of the Clark County Government of Nevada, (hereinafter, "Licensee"), having its principal place of business at 5757 Wayne Newton Blvd., Third Floor, Las Vegas, Nevada 89119, is a referenced attachment to the "Agreement" (identified herein below) and is dated even date with the Agreement to which this License is attached (each of Collins and Licensee is also sometimes hereinafter referred to as "Party " and together, collectively, as the "Parties").

RECITALS

WHEREAS, Licensee wishes to license from Collins the right to use and operate Collins' Multi-Use System and Equipment "MUSE" System, BagLink, Local Departure Control System (LDCS) software, CUSS software, Radio Frequency Identification (RFID System) the Local Boarding Application (LBA2) software, SelfPass Software (Collins' proprietary biometric identity management software) and SOLO (third party communications middleware used in SelfPass), hereinafter called the Licensed Software for the purpose of operating passenger and baggage handling within the Authorized Sites (as defined in the Agreement) at the Clark County Airport System, and

WHEREAS, Collins is willing to grant Licensee the license to use and operate the Licensed Software based on the following terms and conditions set forth below.

NOW THEREFORE, the parties for good and valuable consideration agree to the following terms and conditions:

1.0 DEFINITIONS

- 1.1 "Agreement" means the Contract for Multi-User System Environment ("MUSE") CBE-1246 between the Licensee and ARINC Incorporated to which this Software License is attached.
- 1.2 "Authorized Sites" means the sites identified within a valid Scope of Work under the Agreement where a Collins affiliated entity has installed or will install the Software under the Agreement.
- 1.3 "Software License Agreement" or "License" means this software license agreement.
- 1.4 All capitalized words used in any part of this Software License Agreement shall have the meaning set forth in the Agreement, except as otherwise expressly provided for in this Software License Agreement.

2.0 LICENSED SOFTWARE

- 2.1 The Licensed Software is to provide functionalities materially as specified in the Agreement. The Licensed Software is not for sale. Collins or its affiliates may develop, configure, enhance, upgrade, or otherwise modify the Licensed Software to accommodate Licensee's specific needs and it is understood that such change(s) in the Licensed Software is/are for the express purpose of providing a capability.
- 2.2 Licensee acknowledges that the Licensed Software contains certain third-party software products. In addition to the terms and conditions set forth herein, Licensee hereby agrees that: (i) owners of the third-party software products being licensed within Collins' software application are designated as third-party beneficiaries to this Software License Agreement; and (ii) Licensee will prohibit publication of any results of benchmark tests run on the third-party programs.

3.0 PRICING/PAYMENT

Licensee shall pay to Collins or its affiliate the license fees specified in the Agreement as consideration for this License. Where no license fees are specifically designated in the Agreement, they shall be considered part of the recurring monthly payments due from Licensee to Collins or its affiliate under the Agreement.

4.0 LICENSE(S)

- 4.1 Upon installation of the Licensed Software by Collins or its affiliate and prompt and timely payment by Licensee of the license fee described in the Agreement, Collins grants to Licensee a nonexclusive, nontransferable, limited license to use and operate the Licensed Software as follows for its internal operations and subject to the limitations and restrictions provided herein:

- a) Location: Harry Reid International Airport ("LAS")
- b) Term: For the term of the Agreement.
- c) Type: Limited unit quantity license for Licensee restricted to use in the hardware into which the Licensed Software is installed by a Collins affiliated entity and related end uses as permitted by the Agreement.

Such grant shall be an object code license to use the Licensed Software at the Authorized Sites and in the authorized units; provided however, any source code provided as part of the Licensed Software delivery shall be subject to the terms set forth herein. Collins and Licensee agree that Licensee's use of the Licensed Software shall mean that Licensee is authorized to allow End Users to use the Licensed Software within the Authorized Sites only on the same terms and conditions of this License. Collins reserves all rights not expressly granted herein to Licensee.

- 4.2 At any time upon advance notice, Licensee shall permit Collins or its affiliates the right to inspect Licensee's servers to verify compliance with the terms of this License.

- 4.3 **License Restrictions:** Under no circumstances shall Licensee (including its authorized users):

- 4.3.1 use the Licensed Software beyond the scope of the application.
- 4.3.2 make any copies of the Licensed Software.
- 4.3.3 remove or otherwise modify any proprietary markings or notices of Collins or its software vendor contained within or placed upon the Licensed Software or the Licensed Software media or documentation.
- 4.3.4 license, sublicense, sell, assign, transfer, hypothecate, or otherwise convey use or location of the Licensed Software without the prior written consent of Collins.
- 4.3.5 except as provided herein, provide or allow any timesharing arrangements using the Licensed Software outside of Authorized Sites.
- 4.3.6 make any modifications to or prepare derivative works using the Licensed Software or associated documentation.
- 4.3.7 disassemble, decompile, reverse engineer or otherwise create or attempt to create or allow others to create or attempt to create source code from the Licensed Software; or use the Licensed Software on any computer, at any location outside of the Authorized Site.
- 4.3.8 re-export, directly or indirectly, any technical data and will not directly export the Licensed Software, or any products incorporating the Licensed Software to any country restricted under the laws of the United States and the laws of the country of the Authorized Sites.

5.0 LIMITED WARRANTY

- 5.1 Warranties are only as provided by the relevant Collins affiliate under the Agreement and as otherwise statutorily required. Collins does not warrant performance of the Licensed Software under this Software License Agreement. Licensee accepts the use of the Licensed Software 'AS IS' after acceptance of the system deliverables under the Agreement.

- 5.2 **EXCLUSION OF OTHER WARRANTIES.** Collins does not warrant under this Software License Agreement that the functions contained in the Licensed Software will meet the Licensee's requirements or that the operation of the Licensed Software will be uninterrupted or error free. If any copy of the Licensed Software, related media or documentation has been altered or changed in any way by the Licensee or others, the License is VOID and the Licensee must destroy all copies of the Licensed Software. Collins is not responsible for problems caused by changes in the operating characteristics of the computer hardware or operating system which are made after acceptance of the Licensed Software. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SOLE AND EXCLUSIVE WARRANTY OFFERED BY COLLINS AND ACCEPTED BY THE LICENSEE UNDER THIS SOFTWARE LICENSE AGREEMENT IS STATED ABOVE. THE LICENSEE AGREES AND UNDERSTANDS THAT NO OTHER WARRANTY EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE OFFERED OR CONTEMPLATED IN THE LICENSEE'S USE OF THE LICENSED SOFTWARE UNDER THIS SOFTWARE LICENSE AGREEMENT.**

- 5.3 NOTWITHSTANDING THE FOREGOING, Collins has certain obligations under the Agreement related to the quality and suitability of the systems delivered or to be delivered by Collins, and nothing in this Section shall act to limit such requirements.

6.0 LIMITATION OF LIABILITY

- 6.1 To the maximum extent permitted by applicable law, in no case shall Collins' liability for any cause of action arising out of or relating to this Software License Agreement exceed the amount paid by Licensee for the right to use the Licensed Software stated in this Software License Agreement or in the Agreement, less depreciation.

6.2 To the maximum extent permitted by applicable law, in no event shall Collins be liable for loss of profits, revenue, use, data or any other indirect, special, reliance or consequential damages, whether or not Collins or its agents have been advised of the possibility of such damages. Licensee shall hold Collins harmless from any third-party claims for any such damages.

6.3 The provisions of this Software License Agreement allocate the risks between the Licensee and Collins. The fees provided for in this Software License Agreement reflect this allocation of risks and the limitation of liability specified herein.

7.0 TITLE

7.1 Notwithstanding Licensee's payment for the use of the Licensed Software or any customization thereof, the Licensee agrees that, for the purposes of Section 117 of the United States Copyright Act and for any and all other purposes, Collins has, shall have, and shall retain, title, exclusive ownership rights and all intellectual property rights and other rights and interests in and to the Licensed Software and related materials, in the content thereof and in the ideas and concepts embodied therein, and in any and all copies, modifications, alterations and enhancements to the Licensed Software or documentation including any derivative works resulting therefrom. Licensee will not acquire any rights in or to any of the intellectual property rights of Collins, nor will it take any action that may adversely affect or impair Collins', or its licensor's, rights, title, and interest in or to their intellectual property rights.

7.2 The Parties further agree that nothing contained in this Software License Agreement shall preclude Collins from using all or any portion of the Licensed Software or any customized software to develop similar software packages for any other licensee or purpose.

8.0 CONFIDENTIALITY

The parties mutually agree that any software and documentation furnished by one to the other to facilitate the installation and deployment of the Licensed Software and any customization thereof as herein described or to otherwise satisfy the terms and conditions of this Software License Agreement shall be regarded as proprietary to the furnishing party ("Confidential Information") and shall be held in confidence by the receiving party with the same care and to the same extent the receiving party would hold its own confidential and proprietary information. Access to such Confidential Information shall be given only to those employees of either party with a definable need to know and they shall be required to observe the provisions of nondisclosure set forth above. The parties further agree that the contents of this Software License Agreement are also considered Confidential Information. Licensee shall not use the Confidential Information except as necessary for the implementation of this Software License Agreement.

9.0 DEFAULT/TERMINATION

If Licensee shall be in breach or default of any of its obligations or covenants under this Software License Agreement, and such breach or default is not cured within thirty (30) days after notice by Collins, Collins may terminate this Software License Agreement and all licenses granted hereunder immediately upon written notice and Licensee shall promptly return (or, at Collins' discretion, destroy) the Licensed Software and all copies thereof and certify in writing that same has been destroyed. The remedies afforded hereinabove are in addition to and in no way limit any other rights or remedies available to Collins at law or equity including, without limitation, the enjoining of the use of the Licensed Software or any derivatives thereof.

10.0 NOTICES

Any notices required by this Software License Agreement shall be as stated in the Agreement.

11.0 GENERAL

11.1 No assignment of this Software License Agreement shall be made by Licensee without the express written consent of Collins. Any such assignment without the written consent of Collins shall be considered void. Collins shall have the right to assign this Software License Agreement without consent from the Licensee and, in such event, will endeavor to provide written notice to the Customer.

11.2 No waiver of any breach of any provision of this Software License Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof. No waiver shall be effective unless made in writing and signed by the waiving Party.

11.3 If any of the provisions of this Software License Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Software License Agreement, but rather the entire Software License Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of each Party shall be construed and enforced accordingly.

- 11.4 This Software License Agreement may not be modified in any manner, including prior or current course of dealing between the parties or usage of trade, except by written instrument signed by duly authorized representatives of Collins and Licensee.
- 11.5 This Software License Agreement is made in New, York and shall be construed in accordance with its laws, notwithstanding its conflicts of law provision; provided, however, that the parties agree that the Uniform Computer Information Transactions Act (UCITA) shall, to the extent permissible by law, not apply. In relation to any dispute, controversy or claim arising out of or relating to this Software License Agreement or the default, termination, or invalidity thereof, the Parties hereby submit to and consent to the exclusive jurisdiction of the state and federal courts located in New York County, New York. Notwithstanding the foregoing, either party may seek equitable or injunctive relief before any court of competent jurisdiction.
- 11.6 Customer hereby agrees that the provisions of Sections 2.2, 4.2, 4.3, 6, 7 and 8, survive the expiration, revocation, or termination of this Software License Agreement.
- 11.9 This Software License Agreement takes precedence over all other terms and conditions relating to the licensing of the Licensed Software.

IN WITNESS WHEREOF, the Parties hereto, by and through their authorized representatives and intending to be legally bound, do approve and accept this Software License Agreement.

ARINC Incorporated
a part of Collins Aerospace

By: Reagan Rushed

Name: _____

Title: _____

Date: _____

Clark County, Nevada

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT C
CONTRACT FOR MULTI-USER SYSTEM ENVIRONMENT
CBE-1246

INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, CONTRACTOR SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT.

1. Format/Time: The CONTRACTOR, shall provide Owner with Certificates of Insurance, per the sample format provided, as evidenced by ACORD Form 25 Certificate of Insurance, written by a firm licensed to write such insurance in the State of Nevada, for coverages as listed below, and endorsements affecting coverage required by this Contract within **thirty (30) calendar days** after the award by the Owner. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.
2. Best Key Rating: The Owner requires insurance carriers to maintain during the Contract term, a Best Key Rating of A- VII (seven) or higher, which shall be fully disclosed and entered on the certificate of insurance. A lower Best Key Rating may be accepted with the express written permission of the Owner.
3. OWNER Coverage: The Owner, its officers, employees, agents and volunteers must be expressly included as additional insureds except on workers' compensation and **professional liability insurance** coverages. The CONTRACTOR's insurance shall be primary as respects the Owner, its officers, employees, agents, and volunteers.
4. Endorsement/Cancellation: The CONTRACTOR's general and automobile liability insurance policies shall be endorsed to recognize specifically the CONTRACTOR's contractual obligation of additional insured to Owner and must note that the Owner will be given 30 calendar days advance notice by mail of any policy changes, cancellations, or any erosion of insurance limits.
5. Workers' Compensation: Workers' compensation insurance in accordance with laws of the state in which employees are based covering your employees.
6. Employers' Liability: Employers' liability with a minimum limit of \$1,000,000.
7. Automobile Liability: Automobile liability insurance covering all of your owned and any hired (rented/leased) vehicles while being used off **the construction site(s)**. Minimum limits per occurrence (accident) that you are required to maintain are:

a.	Bodily Injury	\$1,000,000.	per occurrence
and b.	Property Damage	\$1,000,000.	per occurrence
or c.	Bodily Injury/Property Damage	\$1,000,000.	Combined single limit
8. Commercial Liability: Commercial liability insurance covering for operations away from the insured project site in a form providing coverage not less than that of a standard Commercial General Liability insurance policy ("Occurrence Form") for operations of the CONTRACTOR and subCONTRACTOR, including Independent Contractors, Products and Completed Operations, Contractual Liability and Personal Injury Liability with limits not less than:

Bodily Injury and Property Damage Combined:	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence Limit	\$1,000,000
9. Umbrella Liability: Umbrella liability insurance **Off Site** coverage that is excess of the primary automobile liability, employers' liability and general liability coverages in a form that is as broad as the underlying coverage with limits not less than \$5,000,000.

It is further required that all insurance be on an **occurrence basis** and not a *claim made* basis.

These are **minimum requirements**. You may want to discuss with your own agent / broker or risk manager the necessity for additional protection to meet your own individual circumstances.

Other sections that pertain to what you must provide and your responsibilities include:

You must furnish evidence that the above has been complied with **prior** to starting any work or services on your project.
10. Professional Liability: Professional liability insurance shall not be less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this Contract and may not be advanced without the consent of the Owner.
11. Technology Professional Liability Insurance: Insurance appropriate to the CONTRACTOR's profession, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

12. Failure To Maintain Coverage: If the CONTRACTOR fails to maintain any of the insurance coverages required herein, Owner may order the CONTRACTOR to stop the work, declare the CONTRACTOR in breach, suspend or terminate the Contract, or assess liquidated damages as defined herein
13. Cost: The successful CONTRACTOR shall pay all associated costs for the specified insurance. The cost shall be included in the Contract price(s).
14. Insurance Submittal Address: All Insurance Certificates requested shall be sent to the Clark County Department of Aviation, Purchasing, 5757 Wayne Newton Boulevard, P. O. Box 11005, Las Vegas, NV 89111-1005.
15. Insurance Form Instructions: All required insurance coverage as stated herein will be evidenced by a current Acord Form 25 Certificate(s) of Insurance, such Certificates will include, but will not be limited to, the following:
 1. Insurance Broker's name, complete address, phone and fax numbers.
 2. CONTRACTOR's name, complete address, phone and fax numbers.
 3. Insurance Company's Best Key Rating
 4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Personal & Advertising Injury (\$1,000,000)
 - (F) General Aggregate (\$2,000,000)
 - (G) Products- Completed Operations Aggregate (\$2,000,000)
 5. Automobile Liability (Any Auto)
 - (H) Policy Number
 - (I) Policy Effective Date
 - (J) Policy Expiration Date
 - (K) Combined Single Limit (\$1,000,000)
 6. Umbrella Liability / Excess Liability
 - (L) Each Occurrence (\$5,000,000)
 - (M) Aggregate (\$5,000,000)
 7. Workers' Compensation
 8. Description: Contract Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
 9. Certificate Holder:

Clark County
c/o Department of Aviation
5757 Wayne Newton Boulevard
P.O. Box 11005
Las Vegas, Nevada 89111-1005
 10. Authorized Agent Signature



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		
	PHONE:	FAX (A/C. No.):	
1. INSURANCE BROKER'S NAME, ADDRESS, PHONE AND FAX NUMBERS	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : 3. BEST's RATING		
	INSURER B :		
	INSURER C : COMPANY'S BEST KEY RATING		
INSURED	INSURER D :		
	INSURER E : A-VII or BETTER		
	INSURER F :		
	2. NAME, ADDRESS, PHONE AND FAX NUMBERS		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
4.	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			(A)	(B)	(C)	EACH OCCURRENCE \$(D) 1,000,000 DAMAGE TO RENTED \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$(E) 1,000,000 GENERAL AGGREGATE \$(F) 2,000,000 PRODUCTS - COMP/OP AGG \$(G) 2,000,000 \$
5.	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED			(H)	(I)	(J)	COMBINED SINGLE LIMIT \$(K) 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ \$
6.	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$(L) 5,000,000 AGGREGATE \$(M) 5,000,000 \$
7.	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

8. DESCRIPTION: CBE No. 1246 - CONTRACT FOR MULTI-USER SYSTEM ENVIRONMENT ISSUED FOR THE DEPARTMENT OF AVIATION, CLARK COUNTY, ITS COMMISSIONERS, OFFICERS, EMPLOYEES, RELATED ENTITIES AND AUTHORIZED REPRESENTATIVES ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE ADDITIONAL INSURED IN CONNECTION WITH THIS PROJECT. PER ISO FORM ENCLOSED (ENDORSEMENT FORM)

9. CERTIFICATE HOLDER

CANCELLATION

CLARK COUNTY C/O DEPARTMENT OF AVIATION 5757 WAYNE NEWTON BLVD. P.O. BOX 11005 LAS VEGAS, NV 89111 1005	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. 10. AUTHORIZED REPRESENTATIVE
---------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

NAMED INSURED:		
POLICY PERIOD:	TO	ENDORSEMENT EFFECTIVE DATE:
CONTRACT NO.	TITLE:	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED:

CLARK COUNTY, ITS COMMISSIONERS, OFFICERS, EMPLOYEES, RELATED ENTITIES AND AUTHORIZED REPRESENTATIVES

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

Automobile Liability - (as per form above)

Policy No:

General Liability - (as per form above)

Policy No.:

SCHEDULE (if required)

Name of Person or Organization:

Locations and Description of Completed Operations:

(If no entry appears above, information required to complete this endorsement will be shown in the declarations as applicable to this endorsement.)

SECTION II

Who is an insured is amended to include as an additional insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

Authorized Agent (print name)

Signature

Date

ATTACHMENT 1
AFFIDAVIT

I, _____, on behalf of my company, _____,
(Name of Sole Proprietor) (Legal Name of Company)

being duly sworn, depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this Contract, identified as CBE No. 1246, entitled CONTRACT FOR MULTI-USER SYSTEM ENVIRONMENT (MUSE);
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release Clark County from all liability associated with claims made against me and my company, in the performance of this contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this _____ day of _____, _____.

Signature

State of Nevada

County of Clark

On this _____ day of _____, _____, before the undersigned Notary Public, personally appeared _____, having proved on a satisfactory basis to be the person(s) whose name(s) _____ subscribed to this instrument, and acknowledge that _____ executed it.

Witness my hand and official seal.

Notary's Signature

EXHIBIT D
CONTRACT FOR MULTI-USER SYSTEM ENVIRONMENT
CBE-1246
CONTRACTOR INFORMATION

FOR INFORMATIONAL PURPOSES ONLY: (You MUST select at least one)

The above referenced firm is a ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET ☐ DVET ☐ ESB ☐ NBE ☐ LBE as defined below.

STATE OF NEVADA BUSINESSES

MINORITY OWNED BUSINESS ENTERPRISE (MBE): An independent and continuing Nevada business for profit which performs a commercially useful function and is at least fifty-one (51%) percent owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

WOMEN OWNED BUSINESS ENTERPRISE (WBE): An independent and continuing Nevada business for profit that performs a commercially useful function and is at least fifty-one (51%) percent owned and controlled by one or more women.

PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE): An independent and continuing Nevada business for profit which performs a commercially useful function and is at least fifty-one (51%) percent owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

SMALL BUSINESS ENTERPRISE (SBE): An independent and continuing Nevada business for profit which performs a commercially useful function, is **not** owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed two million dollars (\$2,000,000).

VETERAN OWNED BUSINESS ENTERPRISE (VET): An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.

DISABLED VETERAN OWNED BUSINESS ENTERPRISE (DVET): A Nevada business at least 51 percent owned/controlled by a disabled veteran.

NEVADA BUSINESS ENTERPRISE (NBE): Any Nevada business that has the resources necessary to sufficiently perform identified County projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

EMERGING SMALL BUSINESS (ESB): Certified by the Nevada Governor's Office of Economic Development effective January 2014. Approved in to Nevada law during the 77th Legislative session as a result of AB294.

BUSINESSES IN OTHER STATES

LARGE BUSINESS ENTERPRISE (LBE): An independent and continuing business for profit, which performs a commercially useful function and is not located in Nevada.

EXHIBIT E
CONTRACT FOR MULTI-USER SYSTEM ENVIRONMENT
CBE-1246

SUBCONTRACTOR INFORMATION

It is our intent to utilize the following MBE, WBE, PBE, SBE, VET, DVET, ESB or NBE subcontractors in association with this Contract. Please indicate if the entity is a Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), Veteran-Owned Business (VET), Disabled Veteran-Owned Business (DVET), Emerging Small Business (ESB), or Nevada Business Enterprise (NBE).

If more than four (4) subcontractors will be used, please submit additional copies of this form.

☐ Please indicate here if no MBE, WBE, PBE, SBE, VET, DVET, ESB nor NBE subcontractors will be used.

1. Subcontractor Name: _____
Contact Person: _____ Telephone Number _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Enterprise Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET ☐ DVET ☐ ESB ☐ NBE
Ethnicity: ☐ Asian-Pacific American ☐ Black American ☐ Caucasian ☐ Hispanic American ☐ Native American
☐ Other: _____

2. Subcontractor Name: _____
Contact Person: _____ Telephone Number _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Enterprise Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET ☐ DVET ☐ ESB ☐ NBE
Ethnicity: ☐ Asian-Pacific American ☐ Black American ☐ Caucasian ☐ Hispanic American ☐ Native American
☐ Other: _____

3. Subcontractor Name: _____
Contact Person: _____ Telephone Number _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Enterprise Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET ☐ DVET ☐ ESB ☐ NBE
Ethnicity: ☐ Asian-Pacific American ☐ Black American ☐ Caucasian ☐ Hispanic American ☐ Native American
☐ Other: _____

4. Subcontractor Name: _____
Contact Person: _____ Telephone Number _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Enterprise Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET ☐ DVET ☐ ESB ☐ NBE
Ethnicity: ☐ Asian-Pacific American ☐ Black American ☐ Caucasian ☐ Hispanic American ☐ Native American
☐ Other: _____

**EXHIBIT F
CONTRACT FOR MULTI-USER SYSTEM ENVIRONMENT
CBE-1246**

DISCLOSURE OF OWNERSHIP / PRINCIPALS

Purpose of the Form

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Board of County Commissioners ("BOCC") in determining whether members of the BOCC should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the appropriate Clark County government entity. Failure to submit the requested information may result in a refusal by the BOCC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

Business Entity Type – Indicate if the entity is an Individual, Partnership, Limited Liability Company, Corporation, Trust, Non-profit Organization, or Other. When selecting 'Other', provide a description of the legal entity.

Non-Profit Organization (NPO) - Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

Business Designation Group – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), or Physically-Challenged Business Enterprise (PBE), Veteran Owned Business (VET), Disabled Veteran Owned Business (DVET), or Emerging Small Business (ESB). This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

- **Minority Owned Business Enterprise (MBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **Women Owned Business Enterprise (WBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **Physically-Challenged Business Enterprise (PBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **Small Business Enterprise (SBE):** An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.
- **Veteran Owned Business Enterprise (VET):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.
- **Disabled Veteran Owned Business Enterprise (DVET):** A Nevada business at least 51 percent owned/controlled by a disabled veteran.
- **Emerging Small Business (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

DISCLOSURE OF OWNERSHIP / PRINCIPALS

Business Name (include d.b.a., if applicable) – Enter the legal name of the business entity and enter the “Doing Business As” (d.b.a.) name, if applicable.

Corporate/Business Address, Business Telephone, Business Fax, and Email – Enter the street address, telephone and fax numbers, and email of the named business entity.

Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

Number of Clark County Nevada Residents employed by this firm. (Do not leave blank. If none or zero, put the number 0 in the space provided.)

List of Owners/Officers – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

For All Contracts – (Not required for publicly-traded corporations)

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a Clark County full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a Clark County full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If **YES**, complete the Disclosure of Relationship Form. Clark County is comprised of the following government entities: Clark County, Department of Aviation, and Clark County Water Reclamation District. Note: The Department of Aviation includes all of the General Aviation Airports (Henderson, North Las Vegas, Overton, and Jean). **This will also include Clark County Detention Center.**

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

Signature and Print Name – Requires signature of an authorized representative and the date signed.

Disclosure of Relationship Form – If any individual members, partners, owners or principals of the business entity is presently a Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County employee, public officer or official, this section must be completed in its entirety.

DISCLOSURE OF OWNERSHIP / PRINCIPALS

Business Entity Type (Please select one)

<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
----------------------------------------------	--------------------------------------	----------------------------------------------------	-------------------------------------------------	--------------------------------	--------------------------------------------------	--------------------------------

Business Designation Group (Please select all that apply)

<input type="checkbox"/> MBE Minority Business Enterprise	<input type="checkbox"/> WBE Women-Owned Business Enterprise	<input type="checkbox"/> SBE Small Business Enterprise	<input type="checkbox"/> PBE Physically Challenged Business Enterprise	<input type="checkbox"/> VET Veteran Owned Business	<input type="checkbox"/> DVET Disabled Veteran Owned Business	<input type="checkbox"/> ESB Emerging Small Business
--------------------------------------------------------------	-----------------------------------------------------------------	-----------------------------------------------------------	---------------------------------------------------------------------------	--------------------------------------------------------	------------------------------------------------------------------	---------------------------------------------------------

Number of Clark County Nevada Residents Employed: 0

Business Information:

Corporate/Business Entity Name:	ARINC Incorporated		
(Include d.b.a., if applicable)			
Street Address:	2551 Riva Road	Website: www.collins.com	
City, State and Zip Code:	Annapolis, MD 21401	POC Name: Jon Liljedahl	
Telephone No:	+1-410-266-4000	POC Email: jon.liljedahl@collins.com	
		Fax No: N/A	
Nevada Local Street Address: (If different from above)	n/a	Website: n/a	
		Local POC Name: n/a	
City, State and Zip Code:	n/a	Local POC Email: n/a	
Local Telephone No:	n/a	Local Fax No: n/a	

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

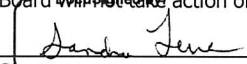
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
Raytheon Technologies Inc.	Ultimate Parent Company	100%

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? ☐ Yes ☒ No

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.


Signature: SD713344B7...
Snr. Manager, Contracts
Title

Sandra Leuer
Print Name
22 February 2023
Date

DISCLOSURE OF OWNERSHIP / PRINCIPALS

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A	N/A	N/A	N/A

*County employee means an employee of Clark County, Clark County Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood.

"Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

EXHIBIT G

FEDERALLY REQUIRED CONTRACT PROVISIONS

GENERAL NOTES

For purposes of this Exhibit G, the term "Contract" includes subcontracts.

The Contractor (including all subcontractors) shall insert these contract provisions in each lower tier contract (e.g. subcontract or sub-agreement) and other agreements for supplies or services.

The Contractor is responsible for compliance with these contract provisions by any subcontractors, lower-tier subcontractor or service provider.

CIVIL RIGHTS - GENERAL

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

CIVIL RIGHT – TITLE VI ASSURANCE

A. **Title VI Solicitation Notice**

The OWNER, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

B. **Title VI Clauses for Compliance with Nondiscrimination Requirements**

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, 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. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

C. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- 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);
- 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);
- 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);
- 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;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- 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);
- 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);

- 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;
- 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);
- 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;
- 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, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

DISCLOSURE OF OWNERSHIP / PRINCIPALS

Business Entity Type (Please select one)

<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
----------------------------------------------	--------------------------------------	----------------------------------------------------	-------------------------------------------------	--------------------------------	--------------------------------------------------	--------------------------------

Business Designation Group (Please select all that apply)

<input type="checkbox"/> MBE Minority Business Enterprise	<input type="checkbox"/> WBE Women-Owned Business Enterprise	<input type="checkbox"/> SBE Small Business Enterprise	<input type="checkbox"/> PBE Physically Challenged Business Enterprise	<input type="checkbox"/> VET Veteran Owned Business	<input type="checkbox"/> DVET Disabled Veteran Owned Business	<input type="checkbox"/> ESB Emerging Small Business
--------------------------------------------------------------	-----------------------------------------------------------------	-----------------------------------------------------------	---------------------------------------------------------------------------	--------------------------------------------------------	------------------------------------------------------------------	---------------------------------------------------------

Number of Clark County Nevada Residents Employed: 0

Business Information:

Corporate/Business Entity Name:	ARINC Incorporated		
(Include d.b.a., if applicable)			
Street Address:	2551 Riva Road	Website: www.collins.com	
City, State and Zip Code:	Annapolis, MD 21401	POC Name: Jon Liljedahl	
Telephone No:	+1-410-266-4000	POC Email: jon.liljedahl@collins.com	
		Fax No: N/A	
Nevada Local Street Address: (If different from above)	n/a	Website: n/a	
		Local POC Name: n/a	
City, State and Zip Code:	n/a	Local POC Email: n/a	
Local Telephone No:	n/a	Local Fax No: n/a	

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

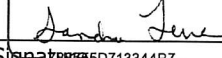
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
Raytheon Technologies Inc.	Ultimate Parent Company	100%

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? ☐ Yes ☒ No

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.


 Signature
 Snr. Manager, Contracts
 Title

Sandra Leuer
 Print Name
 22 February 2023
 Date

DISCLOSURE OF OWNERSHIP / PRINCIPALS

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A	N/A	N/A	N/A

*County employee means an employee of Clark County, Clark County Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood.

"Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative