



MIAMI-DADE COUNTY SOFTWARE LICENSE, HARDWARE, MAINTENANCE, AND SUPPORT AGREEMENT

PROPWORKS SYSTEM SOFTWARE

THIS SOFTWARE LICENSE, MAINTENANCE, AND SUPPORT AGREEMENT ("AGREEMENT") IS MADE AND ENTERED INTO THIS 3 DAY OF APRIL, 2009 (THE "EFFECTIVE DATE") BY AND BETWEEN THE MIAMI-DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, HAVING ITS PRINCIPAL OFFICE AT 111 N.W. 1ST STREET, MIAMI, FLORIDA 33128 (HEREINAFTER REFERRED TO AS THE "COUNTY"), AND AIR TRANSPORT IT SERVICES, INC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF FLORIDA, HAVING ITS PRINCIPAL OFFICE AT 5950 HAZELTINE NATIONAL DRIVE, SUITE 210 ORLANDO, FL. 32822 (HEREINAFTER REFERRED TO AS THE "LICENSOR OR CONTRACTOR").

RECITALS

- A. County has acquired rights to, the Software and Documentation (as defined below).
- B. Licensor desires to grant to the County and the County desires to obtain from the Licensor a (n) nonexclusive, non-assignable and non-transferable perpetual license to use the Software and Documentation solely in accordance with the terms and on the conditions set forth in this Agreement.
- C. Licensor shall provide the required maintenance and support services for the Software licensed by the County on the conditions set forth in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1 "Documentation" shall mean all manuals, user documentation, and other related materials pertaining to the Software which are furnished to Licensee by County in connection with the Software.
- 1.2 "License Fee" shall mean the annual fee associated to granting the County use of the Software.
- 1.3 "Software" shall mean the computer programs in machine readable object code form listed in Appendix "A" attached hereto and any subsequent error corrections or updates supplied to the County by the Licensor pursuant to this Agreement. Appendix "A" may be amended from time to time by the parties in writing.
- 1.4 "Projects" and "Services" shall mean enhancements or modifications to the licensed Software in the areas of business strategy, business integration, business process improvement, training, management development, project management, computer programming, systems integration, data processing, software development and other specific activities related to improving the County's computer systems, training or personnel to operate the same, creation or modification of software, and related consulting activities.
- 1.5 "Maintenance and Support Services" shall mean the support required for the County to achieve optimal performance of the licensed Software.



ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows:

1) These Terms and Conditions, 2) The Scope of Services (Appendix A), 3) the Contractors Price Proposal (Appendix C) and any associated addenda and attachments thereof.

ARTICLE 3. CONTRACT TERM

3.1 The Contract shall become effective on the date set forth above and shall be for duration of ten (10) years.

3.2 Extension. The County may unilaterally extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period or beyond any of the renewals. The County will notify the Licensor in writing of the extension

3.3 Renewal. This Contract may be further extended by mutual agreement between the County and the Licensor, upon approval by the Board of County Commissioners if necessary.

ARTICLE 4. GRANT OF RIGHTS

4.1 License. The License granted for Software under this Agreement authorizes the County on a nonexclusive basis to use the Software on the number of primary systems of Designated Equipment identified on Appendix "A" hereto for the Contract term set forth on in Article 3. The Software shall be used only on such primary systems if they are operating properly. If any primary system is down, the Software may be used on a backup system for that primary system.

4.2 Additional Licenses. During the term of the Agreement, should the County wish to purchase additional licenses from the Licensor, the fees shall be according to Appendix "B". All additional licenses purchased shall be documented in writing by the Licensor and amended in Appendix "A".

ARTICLE 5. SUPPORT AND MAINTENANCE SERVICES

5.1 Licensor Obligations. Licensor shall provide the County with the following support and maintenance services for the software licensed by the County:

- a) Provision of known error corrections by delivery of available patches via electronic communication and for download via the Internet.
- b) Provision of available minor updates (bundling of several error corrections in one version) for download via the Internet.
- c) Provision of available medium upgrades (version with additional / enhanced functions) for download via the Internet.
- d) Provision of available major upgrades (version with substantially enhanced volume of functions), and new product releases;
- e) Information via electronic communication (email) when new minor/medium/major updates are available; and



The support and maintenance services listed in this clause 5.1 only comprise the software licensed by the County, but not any new products of the same software family. The granting of rights of use and the delivery of the relevant license files for all minor, medium and major upgrades shall be limited to the number and type of software licensed under for which this Agreement.

5.2 Telephone Support. For the term of this Agreement, Licensor shall provide telephone support in the manner outlined in Appendix A.

Licensor ensures the following response times (via phone or e-mail) to the County as described in Appendix A.

Licensor shall provide Support for licensed Software, that has been Accepted and installed in a production environment. If a problem is resolved by software programming change, the change will be included in an upcoming release of the software. A patch may be provided for critical problems in advance of a planned maintenance release.

5.3 Email Support. For the term of this Agreement, licensor shall provide support via email at the response times indicated therein in Appendix A.

5.4 Subject Matter of Support Services. The subject matter of support services in clauses 5.2 and 5.3 above is the help with installation or operation problems and alleged program errors. Installation services or other support services at the County's location are not covered by this Agreement.

5.5 Payments. Any and all support and maintenance services under this Agreement shall be compensated for by means of an annual flat rate. The fees are due for payment annually in advance upon invoicing by licensor as set forth in Appendix "B".

ARTICLE 6. PAYMENT/AMOUNT

6.1 The total maximum compensation for the initial term of this Agreement, including licensing of Software Products and Maintenance and Support Services, shall not exceed the amount of Seven Hundred Fifty Seven Thousand Two Hundred and Fifty Six Dollars (\$757,256.00). The County shall have no obligation to pay the Licensor any additional sums in excess of this amount, unless agreed to in writing by both the County and the Licensor.

Period	Annual Rate
01/01/2009-12/31/2009	\$66,051.00
01/01/2010-12/31/2010	\$66,982.00
01/01/2011-12/31/2011	\$67,927.00
01/01/2012-12/31/2012	\$68,885.00
01/01/2013-12/31/2013	\$72,130.00
01/01/2014-12/31/2014	\$75,536.00
01/01/2015-12/31/2015	\$79,113.00
01/01/2016-12/31/2016	\$82,869.00
01/01/2017-12/31/2017	\$86,811.00
01/01/2018-12/31/2018	\$90,952.00

6.2 Fixed Pricing. Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Licensor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

**ARTICLE 7. LICENSE FEES**

7.1 License Fee. In consideration of the license rights granted in Article 2 above, the County shall pay the Software License Fees or other consideration for the Software and Documentation as set forth on Appendix "C" attached hereto and also listed in Article 6. All amounts payable hereunder by the County shall be payable on an annual basis. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor. All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

7.2 Travel. With respect to travel costs and travel related expenses, the Contractor agrees to adhere to CH. 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

7.3 Invoices. All invoices issued by the Licensor, shall be supported by receipt bills or other documents reasonably required by the County. Invoices shall show the County's contract number, and shall have a unique invoice number assigned by the Licensor. It is the policy of Miami-Dade County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County shall be forty-five days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later that sixty (60) days after the date on which the proper invoice was received by the County.

Invoices and associated back-up documentation shall be submitted in duplicate by the Licensor to the County as follows:

Miami-Dade County
Aviation Department
Miami International Airport
P.O. Box 025504
Miami, FL. 33102-5504

Attention: Carlos J Garcia

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 8. SOFTWARE MODIFICATIONS

8.1 Error Corrections and Updates. The Licensor will provide the County with error corrections, bug fixes, patches or other updates to the Software licensed hereunder in object code form to the extent available in accordance with the Licensor's release schedule for the term of this Agreement.

8.2 Software Enhancements or Modifications. The County may, from time to time, request that the Licensor incorporate certain features, enhancements or modifications into the licensed Software. When



requested by the County, the Licensor shall use its best efforts to provide the requested system enhancements/modifications. Upon the County's request for such enhancements/modifications the County shall prepare a Scope of Services for the specific Project that shall define in detail the Services to be performed. The Licensor shall submit a cost proposal including all costs pertaining to furnishing the County with the enhancements/modifications.

- a) After the Scope of services has been accepted a detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the Scope, proposed Project staffing, anticipated Project schedule, and other information relevant to the Project. Each Scope executed hereunder shall automatically incorporate the terms and conditions of this Agreement. Such enhancements or modifications if specific for the County's process and severable from the Software, then such enhancements or modifications shall become the property of the County. Notwithstanding the foregoing, performance of any such modifications shall not compromise the Licensor's warranty obligations. All enhancements or modifications owned by the County hereby licensed to Licensor on a perpetual royalty free basis provided same are not used in direct competition with the County.
- b) Following the County's acceptance of all enhancements/modification, the Licensor shall provide the County, if so requested with written confirmation of the date the enhancements/modification was applied to the Licensed Software, and any and all Documentation relating to the Licensed Software and or enhancements/modification thereto.

8.3 Title to Modifications. All such error corrections, bug fixes, patches, updates or new releases shall be the sole property of the Licensor.

ARTICLE 9. PROTECTION OF SOFTWARE

9.1 Proprietary Information.. The Licensor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

9.2 Proprietary Rights. The Licensor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Licensor hereunder as a result of the Services the Licensor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Licensor as well as its employees, agents, sub-consultants and suppliers may use only in connection of the performance of Services under this Agreement.

- a) All rights, title and interest in and to certain designs and methods, specifications and other documentation related thereto developed by the Licensor and its sub-consultants specifically for the County and severable from the Software, hereinafter referred to as "Developed Works" shall become the property of the County.
- b) Accordingly, neither the Licensor nor its employees, agents, sub-consultants or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Licensor, or any employee, agent, sub-consultants or supplier thereof, except as provided herein.
- c) Except as otherwise provided in subsections a and b above, or elsewhere herein, the Licensor



hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder. ,

9.3 No Reverse Engineering. The County agrees not to copy, translate, modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof.

9.4 Ownership. County further acknowledges that all copies of the Software in any form provided by the Licensor are the sole property of the Licensor. The County shall not have any right, title, or interest to any such Software or copies thereof except as provided in this Agreement, and further shall secure and protect all Software and Documentation consistent with maintenance of Licensor's proprietary rights therein.

9.5 Escrow. AirIT will Escrow the aforementioned software.

ARTICLE 10. CONFIDENTIALITY

As a political subdivision of the State of Florida, Miami-Dade County is subject to Florida's Public Records Law, Section 119 of the Florida Statutes. Notwithstanding anything else in this Article to the contrary, the County's compliance with, or good faith attempt to comply with the requirements of Chapter 119 of Florida Statute shall not be considered a breach of this Agreement.

10.1 Acknowledgement. County hereby acknowledges that the Software and Documentation may constitute and contain proprietary products and trade secrets of the Licensor embodying creative efforts and confidential information, ideas, and expressions. Accordingly, the County agrees to treat (and take precautions to ensure that its employees treat) the Software and Documentation that licensor has marked as confidential and that is confidential as confidential.

10.2 Except as provided herein, all Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained by Licensor from the County in connection with the Services performed under this Agreement, made or developed by the Licensor in the course of the performance of the Agreement, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Licensor or its employees, agents, sub-consultants or suppliers for any purpose other than for the benefit of the County, unless required by law.

10.3 In addition to the foregoing, except as provided herein, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Licensor nor its employees, agents, sub-consultants or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Licensor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

10.4 Maintenance of Confidential Information. Each party shall advise each of its employees, agents, sub-consultants and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the other party in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or sub-consultants or supplier's employees, present or former. In addition, each party agrees to cooperate fully and provide any assistance necessary to the other party to ensure the confidentiality of the Confidential Information.



10.5 Injunctive Relief. It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the applicable party shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the applicable party, upon the completion of the Services performed hereunder, the other party shall immediately turn over to the requesting party all such Confidential Information existing in tangible form, and no copies thereof shall be retained by either party or its employees, agents, sub-consultants or suppliers without the prior written consent of the other party.

10.6 Survival. Licensee's obligations under this Article 9 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

ARTICLE 11. WARRANTIES

11.1 Ownership. The Licensor represents that it is the owner of the entire right, title, and interest in and to Software, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder except as stated herein.

11.2 Limited Warranty. Licensor represents and warrants to the County that the Software, when properly installed by the County and used with the Designated Equipment, will perform substantially as described in Licensor's then current Documentation for such Software for a period of ten years from the date of acceptance.

11.3 Limitations. Notwithstanding the warranty provisions set forth in Section 10.2 above, all of Licensor's obligations with respect to such warranties shall be contingent on County's use of the Software in accordance with this Agreement and in accordance with Licensor's instructions as provided to the County in the Documentation, as such instructions may be amended, supplemented, or modified by the Licensor from time to time. The Licensor shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, or extreme power surge.

11.4 Licensor's Sole Remedy. The Licensor's entire liability and the County's exclusive remedy shall be, at the County's option, either (a) return of the price paid or (b) repair or replacement of the Software; provided the Licensor receives written notice from the County during the warranty period of a breach of warranty. Any replacement Software will be warranted for the remainder of the original warranty period or ninety (90) days, whichever is longer.

ARTICLE 12. INDEMNIFICATION

Licensor shall indemnify, hold harmless and defend the County against any action brought against the County to the extent that such action is based on a claim that the unmodified Software, when used in accordance with this Agreement, infringes a United States copyright and Licensor shall pay all costs, settlements and damages finally awarded; provided, that the County promptly notifies Institution in writing of any claim, and provides all reasonable assistance in connection therewith. If any Software is finally adjudged to so infringe, or in Licensor's opinion is likely to become the subject of such a claim, the Licensor and County upon mutual agreement shall, at its option, either: (i) procure for the County the right to continue using the Software (ii) modify or replace the Software to make it non-infringing, or (iii) refund the fees paid, upon return of the Software. Licensor shall have no liability regarding any claim arising out of: (i) use of the Software in combination with non-County software, data or equipment if the infringement was caused by such use or combination, (ii) any modification or derivation of the Software not specifically authorized in writing by the Licensor or (iii) use of third party software.

**ARTICLE 13. DEFAULT AND TERMINATION**

13.1 Termination. The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.

- a) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- b) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Licensor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

13.2 Termination for Convenience. In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Licensor and in such event:

- a) The Licensor shall, upon receipt of such notice, unless otherwise directed by the County: (i) stop work on the date specified in the notice ("the Effective Termination Date"); (ii) take such action as may be necessary for the protection and preservation of the County's materials and property; (iii) take no action which will increase the amounts payable by the County under this Agreement; and
- b) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Licensor will be compensated as stated in the payment Articles, herein, for the portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
- c) All compensation pursuant to this Article are subject to audit.

13.3 Events of Default. This Agreement may be terminated by the nondefaulting party if any of the following events of default occur: (1) if a party materially fails to perform or comply with this Agreement or any provision hereof; (2) if either party fails to strictly comply with the provisions of Section 9 (Confidentiality) or makes an assignment in violation of Section 14 (Nonassignability); (3) if the Licensor becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors.

13.4 Effective Date of Termination. Termination due to a material breach of Articles 2 (Grant of Rights), 8 (Protection of Software), or 9 (Confidentiality) shall be effective on notice. In all other cases, termination shall be effective thirty (30) days after notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period.

13.5 Obligations on Termination. Within ten (10) days after termination of this Agreement, County shall cease and desist all use of the Software and Documentation.

ARTICLE 14. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently



served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) To the County Project Manager:

Miami-Dade County
Aviation Department
P.O. Box 022504
Miami, FL. 33102-5504

Attention: Carlos J. Garcia
Phone: (305) 876-0878
E-mail cgarci@miami-airport.com

and to the Contract Manager:

Miami-Dade County
Department of Procurement Management
111 N.W. 1st Street, Suite 1300
Miami, FL 33128-1974

Attention: Dakota Thompson
Phone: (305) 375- 2356
E-Mail: dakota@miamidade.gov

(2) To the Contractor

Air Transport IT Services, Inc.
5950 Hazeltine National Drive, Suite 210
Orlando, FL.32822

Attention: Betros Wakim

Phone: (407) 370 4664
E-mail: Bwakim@AirIT.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 15. NONASSIGNABILITY

Licensor shall not assign this Agreement or its rights hereunder without the prior written consent of the County.

ARTICLE 16. INSPECTOR GENERAL REVIEWS

16.1 Independent Private Sector Inspector General Reviews. Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Licensor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and



reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Licensor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Licensor, its officers, agents, employees, sub-consultants and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Licensor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Licensor or any third party.

16.2 Miami-Dade County Inspector General Review. According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Licensor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

16.3 Exception. The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award

16.4 Inspector General Powers. Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Licensor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

- a) Upon written notice to the Licensor from the Inspector General or IPSIG retained by the Inspector General, the Licensor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Licensor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful



subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 17. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

ARTICLE 18. LICENSOR OBLIGATIONS

As a requirement of this Agreement, the Licensor is obligated to comply with all applicable County ordinances and state statutes. The Licensor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. It is the responsibility of the Licensor to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement, including any option years.

The following County Vendor Application and Affirmative Action place information can be downloaded from the following websites:

- a) Active County Vendor Registration and County Affidavits – the vendor registration application and associated affidavits can be downloaded from the following website: http://www.miamidade.gov/dpm/vendor_registration.asp;
- b) Affirmative Action Plan – the information pertaining to this program can be obtained online from the following website: <http://www.miamidade.gov/sba> .

ARTICLE 19. ANNUAL APPROPRIATION

The County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners. Cancellation will not cause any penalty or expense to the County, except as to the portions of payments agreed upon and for which funds have been appropriated and budgeted. Service/Maintenance can be cancelled at any time that the Contractor is notified in writing, at least thirty (30) days prior to cancellation. There will be no early termination charges from the Contractor for canceling service/maintenance during the year.

ARTICLE 20. SEVERABILITY

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

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.



Licenser

Miami-Dade County

By: [Signature]
 Name: CHRISTOPHER B. KELLER
 Title: VP & COO
 Date: 8/26/08
 Attest: [Signature]
 Corporate Secretary

By: [Signature]
 Name: Ysela Clout
 Title: Asst County Manager
 Date: 4/3/09
 Attest: [Signature]
 Clerk of the Board



Corporate Seal

Approved as to form and legal sufficiency

[Signature]
 Assistant County Attorney



APPENDIX A

SCOPE OF SERVICES

1. Definitions:

- 1.1. "Enhancement." Any modification or addition that, when made or added to the Licensed Program, materially changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Enhancements may be designated by Air Transport IT Services, Inc. as minor or major, depending on AIRIT's assessment of their value and of the function added to the preexisting Licensed program.
- 1.2. "Error." Any failure of the Licensed Program to substantially conform to its functional specifications as published from time to time by AIRIT. However, any nonconformity resulting from Customer's misuse, improper use, alteration, or damage of the Licensed Program, or Customer's combining or merging the Licensed Program with any hardware or software not supplied or identified as compatible by AIRIT, shall not be considered an Error.
- 1.3. "Error Correction." Either a modification or an addition that, when made or added to the Licensed Program, establishes substantial conformity of the Licensed Program to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Licensed Program, eliminates the practical adverse effect on Customer of such nonconformity.
- 1.4. "Licensed Program." The computer programs described in Appendix A attached hereto, including any extracts from such programs, derivative works of such programs, or collective works including such programs (such as subsequent Releases) to the extent offered to Customer under this Agreement or the License Agreement.
- 1.5. "Normal Working Hours." The hours between 8:00 a.m. and 7:00 p.m. Eastern Standard (or Daylight) Time, on Mondays through Fridays, excluding the scheduled holidays of AIRIT.
- 1.6. "Releases." New versions of the Licensed Program, which may include both Error Corrections and Enhancements.

2. General Scope of Work

- 2.1. AIRIT shall maintain a trained staff capable of rendering the services set forth in this Agreement.
- 2.2. During the Agreement Term, AIRIT shall render the following services as indicated below in support of the Licensed Program, during Normal Working Hours at Miami International Airport and Miami-Dade County General Aviation Airports,
 - 2.2.1. Telephone Assistance. AIRIT shall maintain a telephone hotline that allows up to three (3) persons designated by Customer to seek technical or operation assistance in use of the Licensed Program.
 - 2.2.2. Software Maintenance. Customer shall report to AirIT in a written notice Errors for which it desires AIRIT to provide an Error Correction. AIRIT shall, within eight (8) hours of verifying that an Error is present, initiate work in a diligent manner toward development of an Error Correction. AIRIT shall be responsible for using reasonable diligence to correct verifiable and reproducible Errors when reported by Customer to AIRIT. Following completion of the Error Correction, AIRIT shall provide the Error Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Error Correction. AIRIT shall include the Error Correction in all subsequent Releases of the Licensed Program. AIRIT shall not be responsible for correcting Errors in any version of the Licensed Program other than the most recent Release of the Licensed Program, provided that AIRIT shall continue to support prior Releases superseded by recent releases for a reasonable period sufficient to allow Customer to implement the newest Release, not to exceed one hundred and eighty (180)



days. AirIT needs to maintain a test environment where MDAD's production environment can be duplicated so long as MDAD is running a version of the software that is supported by AirIT.

- 2.2.3. Customer Training. Direct training on the configuration, operation and use of the licensed system is not included in the Support and Maintenance Agreement. Technical assistance on configuration or data issues will be provided, with the assumption that the customer representative requesting assistance has basic competency in the area where assistance is required. Customer on-site training is available from AIRIT's consulting staff. Training costs are billed on a time and materials basis as described in Appendix B.
 - 2.2.4. Customer-Requested Enhancements. Customer requests for enhancements to the Licensed Program will be reviewed by AirIT and disposed of in one of the following ways: (1) Accepted for development and inclusion in a future release at no direct cost. (2) Offered to the Customer as a "Customization", with source code and support through the current major release version only. The "Customized" Enhancement is offered at AIRIT's then-published rates. (3) Rejected, with explanation and offers of alternatives.
 - 2.2.5. Major Enhancements – New Modules. AIRIT may, from time to time, offer major Enhancements in the form of new modules to its customers generally. Such Enhancements will be offered at AIRIT's then published rates for an additional license fee.
 - 2.2.6. Major Enhancements – Technology Changes. AIRIT may, from time to time, offer major Enhancements that involve technology changes to its customers generally. Such Enhancements will be included in a New Release for no additional fee. Installation, configuration, documentation and implementation of third party products that may be required to put the new technology into production are not included in this Agreement. AIRIT will provide support on install scripts and error correction on installation instructions created by AIRIT, and reasonable support on interpretation of installation instructions based on the assumption that the installer is properly qualified to perform the install tasks. New Technology changes may include the use of "Open Source Software", and AIRIT may provide Open Source Software and instructions for its installation and use, subject to additional licensing requirements that will be made known to Customer. The direct support of Open Source Software under this agreement is limited to code modifications and additions created by AIRIT.
- 2.3. New Releases. AIRIT may, from time to time, issue new Releases of the Licensed Program to its customers generally, containing Error Corrections, minor Enhancements, and, in certain instances if AIRIT so elects, major Enhancements. AIRIT shall provide Customer with electronic access to each new Release. Each New Release is delivered with a "Release Notes" document. The document provides full instructions for a new installation and how to upgrade from the previous version. The installation or upgrade may require installation and/or reconfiguration of third party products, including hardware, software and network communications items. AIRIT will provide explanation and interpretation of the Release Notes, however, work to install, upgrade, maintain or configure third party products is not included in this Support and Maintenance Agreement. AIRIT does offer consulting and implementation services, at the published rates, to provide installation of third party products subject to a separate, agreed scope of work.
- 2.4. Upgrade Assistance. AIRIT shall provide reasonable assistance to help Customer install and operate each New Release of the AIRIT products covered by this agreement, provided that such assistance, if required to be provided at Customer's facility, require system configuration changes or data manipulation to accommodate Customer's changed requirements or customizations, shall be subject to the supplemental charges set forth in Appendix B attached hereto.

3. Customer Duties

3. For the purposes of this Agreement, the following Customer Duties shall apply to the respective capitalized terms.
 - 3.1. Customer shall pay AIRIT its fees and charges based on the rate schedule set forth in Appendix C attached hereto. AIRIT reserves the right to change its rate schedule from time to time for



supplemental services, training, and enhancement or work not covered by this agreement, provided that no such change will be effective until at least thirty (30) days after AIRIT has given Customer written notice of such change.

- 3.2. Customer shall reimburse AIRIT for any out-of-pocket expenses incurred by AIRIT in rendering services to Customer more than fifty (50) miles from one of AIRIT's locations under this Agreement, including travel to and from the Customer site, lodging, meals, telephone and shipping, as may be necessary in connection with duties performed under this Agreement by AIRIT.
- 3.3. Customer shall pay to AIRIT the annual maintenance fee designated in Appendix C.
- 3.4. Customer shall be responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, and other hardware necessary to obtain from AIRIT the services called for by this Agreement.
- 3.5. Customer shall provide Licensor with database dumps, as requested, and with sufficient support and test time on the Customer's computer system to duplicate the error, certify that the error is with the Licensed Program, and certify that the error has been corrected.

4. Software Support Description

1. Level 1 Support - Problems will be reported to the MDAD Help Desk (305-869-5900) so that they can contact the appropriate MDAD on-call staff.
2. Level 2 Support - If the MDAD on-call staff cannot resolve the problem, they will contact the AirIT Help Desk (1-407-370-8974).
3. Level 3 Support - If the on-call AirIT staff cannot assist MDAD in resolving the problem, the issue will be escalated to AirIT 3rd Level Support. MDAD does not expect the AirIT support staff to be available before the defined Normal Working Hours but if the problem is a critical software issue (i.e. system down or major functionality not available), AirIT support staff will work beyond their scheduled hours if needed to restore the system.

5. Site Change Management Process

- a. The Contractor Customer Support group shall follow the Site Change Management Process when performing planned "Live Site" upgrades and updates.
- b. System and User Application Changes – 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.
- c. County / Properties, Finance, Airside, Risk Management, ISD, Technical Support Approval Required, to be coordinated by ISD – of additions or modification to the System including end-user devices.
- d. The Contractor will receive change requests only from the MDAD Project Manager, who will represent various MDAD entities (e.g., Properties, Finance, ISD, Technical Support, Airside, Risk Management etc.). Upon receipt, the Contractor shall present the request to, and consult with County regarding any required County approval, testing and update/upgrade scheduling. Change requests may also be the result of platform updates or bug fixes identified internally within the Contractor's organization.
- e. The Contractor will continue to send the Propworks newsletter documenting all updates/fixes, patches, and versions that have been tested and certified and are available for deployment. The newsletter will also contain software version release expirations, Propworks User Conference and other relevant Propworks user information.



- f. Change Category – A determination of whether the change request has the potential of affecting the successful operation of the entire system or a routine update/upgrade for an individual Application or configuration. If a change request identified by AirIT as routine update/upgrade, ends up affecting the successful operation of the system, MDAD will require additional AirIT support as needed until the system functionality is restored.
- g. Lab Test and Risk Analyst – All change requests will be first performed on the Contractor or MIA Support (Test) system to verify the operational status, assess the potential risk to the system 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.
- h. User Application Change Request – Upon successful internal testing and verification, the change will be scheduled. The Contractor shall coordinate with MDAD staff and if applicable there on-site service personnel for updates and testing. The Contractor shall generate and provide a written procedure, which will instruct staff on performing the necessary change/update (e.g., Peripheral Firmware Upgrades).
- i. Installation and Activation – The assigned Customer Support Engineer shall be available to assist MDAD staff in the installation and activation of the change request. All change procedures shall include the requirement for saving the previously functioning application/configuration backup information in the event a “Fallback” is required.
- j. Site Documentation – The Contractor shall maintain a record (CSR) of all changes and approvals.
- k. Contractor shall assist MDAD staff in conducting load/stress tests as required by projects and tasks prior to rollout’s of certain aspects specifically needed as we deploy new modules; new functionality, changes to business processes; or when we deploy project related devices.

6. Hardware Implementation Assistance and Maintenance

- a. There is currently no hardware in this contract, but should there be a need over the contracts period the following would apply:
- b. Quantities in this contract for extended warranty and maintenance are estimates based upon current contractual installation requirements. Each item is individually priced and can be adjusted on a per item basis if quantities change. See Appendix “A”.
- c. The contractor shall maintain maintenance records that can be reviewed by the County upon request that shows equipment location, in-service dates, remaining warranty and status.
- d. The contractor shall provide expert off-site software system support including on-site first level software support for hardware repair and PROPworks system maintenance.

7. Working with MDAD Departments



- a. The Contractor shall work with designated Airport Staff on various levels of support, including working to resolve Help Desk Tickets.

8. Fault Reporting

MDAD Help Desk (NOC- Network Operations Center) will log and be able produce a number of pre-defined call activity reports, such as:

- a. Number of calls in reporting period
- b. Calculation of Service Level Compliance
- c. Number of Faults by User
- d. Fault and resolution details including temporary work around and final resolution.
- e. Detail of Host, Communications or other 3rd party problems
- f. Mean Time To Repair (MTTR)
- g. Mean Time Between Failures (MTBF)
- h. Repetitive calls by Module; Device; or User.

9. Termination Assistance

- a. If Contract or any maintenance portion thereof, including support of 3rd party Software or Hardware is terminated for any reason, the Contractor shall provide the County with all necessary assistance to allow the Services to continue without interruption or adverse effect on the County, Tenants, Airlines, and to facilitate the orderly transition of Services to the County or its designee.
- b. Propworks software is to be escrowed and available to the County in the event that contractor support is not available.

10. Extended Warranty – N/A at this time

11. Hardware Extended Warranties - N/A at this time

12. Software Extended Warranty

- a. Software Extended Warranties. The warranty includes software updates to repair faults and upgrades to comply with publisher's new releases.
- b. If faulty software cannot be corrected, the contractor shall propose a substitute of equal or better capability, functionality and user interface. The County will test and accept the substitute.

13. Basis of Payment



- a. The Contractor shall invoice yearly.
- b. A separate invoice is required for each year.
- c. The contractor shall be paid yearly.
- d. Warranty may be charged in the month that an item or module starts or ends its warranty period.
- e. Includes five (5) memberships to attend the Propworks Annual Conference and related training sessions. In this pricing are included two(2) MDAD memberships to attend the yearly PropWorks conference with associated airfare and lodging but excluding meals and other expenses,



APPENDIX B

COVERED PROGRAMS

PROPworks® Modules:

Core Modules:

- Agreement Management
- Billing & Invoicing
- Company & Contact Management
- Concessions/Sales Management

Optional Modules:

- Aeronautical Statistics
- Space Management (Non-graphic)
- Tenant Alterations
- Utility Management
- Carrier Activity Tracking
- Cashier
- Risk Management
- Custom Reports (Including all existing Air Prime Reports)



APPENDIX C

PRICE PROPOSAL

Telephone and Web-based Remote Assistance:

Telephone and web-based remote assistance is included in the annual maintenance fee and available 8 a.m. to 7 p.m. Eastern Standard Time/DST Monday through Friday except designated public and company holidays.

Annual Software Maintenance:

Annual Software Maintenance is based on:

- 20% of Original Application License Fee.
- Annual increase of 1.5% through 2012
- Annual increase of 5.0% from 2012

Rates and Term:

Period	Annual Rate
01/01/2009-12/31/2009	\$66,051.00
01/01/2010-12/31/2010	\$66,982.00
01/01/2011-12/31/2011	\$67,927.00
01/01/2012-12/31/2012	\$68,885.00
01/01/2013-12/31/2013	\$72,130.00
01/01/2014-12/31/2014	\$75,536.00
01/01/2015-12/31/2015	\$79,113.00
01/01/2016-12/31/2016	\$82,869.00
01/01/2017-12/31/2017	\$86,811.00
01/01/2018-12/31/2018	\$90,952.00

On-site User Training:

Costs for custom training packages are based on the training courses to be included, based on AIRIT's hourly published rates, including on and off-site preparation time, and subject to a Scope of Work. Expenses are invoiced at actual cost.

Supplemental Charges--Consulting and Additional Services not covered in the Support and Maintenance Agreement:

AIRIT's charges for non-covered services are offered at AIRIT's published hourly rate.

Customer-Requested Enhancements:

Customer-Requested Enhancements are offered at AIRIT's published hourly rates at time of requested enhancement, when such Enhancement is determined by AIRIT to be a customization. An



estimated cost will be provided and a purchase order required before the commencement of work. Customer is responsible for reimbursing AIRIT for expenses actually incurred.

MIAMI-DADE COUNTY
BLANKET PURCHASE ORDER

BPO ID: ABCW0900825

PRINT DATE: 04/03/2009

PAGE: 02

** ORIGINAL **

INCORPORATED INTO THIS CONTRACT AS 1/4 OF 1% OF THE CONTRACT
PRICE.

THIS IS A BLANKET PURCHASE ORDER COVERING PERIOD FROM 04/03/2009
TO 04/02/2018 DELIVERIES AGAINST THIS PURCHASE ORDER SHALL BE MADE
IN QUANTITIES AND TIMES AS REQUESTED BY THE DEPARTMENT DURING SAID
PERIOD. INVOICING SHALL BE ON A PER ORDER (DELIVERY) BASIS OR ON A
MONTHLY INVOICE BASIS. ALL ITEMS IN ACCORDANCE WITH BID PROVISIONS
AND SPECIFICATIONS AND THE VENDOR'S QUOTE OR BID. ESTIMATED QUANTITIES
AND/OR DOLLARS ARE FOR RECORD PURPOSES ONLY. NO GUARANTEE IS
EXPRESSED OR IMPLIED AS TO QUANTITIES AND/OR DOLLARS THAT WILL
ACTUALLY BE PURCHASED. THE VENDOR ACCEPTS ALL RISKS ASSOCIATED WITH
USING THIS INFORMATION.

** ORIGINAL **

AUTHORIZED SIGNATURE: _____

DATE: 4/3/09

***** LAST PAGE *****