

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 05/06/2020

Contract/Lease Control #: C15-2290-AP

Bid #: N/A

Contract/Lease Type: CONTRACT

Award To/Lessee: Amadeus Airport IT Americas, Inc.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/01/2017

Term: 06/30/2023

Description of Contract/Lease: PROPworks Property & Revenue MGMT Software

Department: AP

Department Monitor: Stage

Monitor's Telephone #: 850-651-7160

Monitor's FAX # or E-mail: tstage@myokaloosa.com

Closed: _____

cc: Finance Department Contracts & Grants Office



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/4/2021

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 Bolton & Company 3475 E. Foothill Blvd., Suite 100 Pasadena, CA 91107 www.boltonco.com 0008309	CONTACT NAME: PHONE (A/C, No., Ext): (626) 799-7000 FAX (A/C, No): (626) 583-2117 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Amadeus Airport IT Americas 3470 NW 82nd Avenue, Suite 1000 Miami FL 33122	INSURER A: American Zurich Insurance Company 40142	
	INSURER B: American Guarantee and Liability Ins Co 26247	
	INSURER C: Indian Harbor Insurance Company 36940	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 62177506 **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
A	<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 checked="" type="checkbox"/> LOC OTHER:			GLA3106866-01	6/1/2021	6/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> 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 checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			GLA3106866-01	6/1/2021	6/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			AUC3392042-01	6/1/2021	6/1/2022	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
A	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			WC3106865-01	6/1/2021	6/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Cyber Liability incl Technology Products and Services Professional			MTP9041242-01	6/1/2021	6/1/2022	Limit: \$3,000,000 w/ \$250,000 Retention

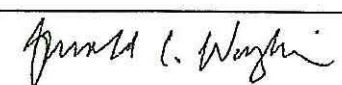
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be att:

RE: Operations of the Named Insured.
 GL and Auto Additional Insureds and Primary & Non-Contributory Wording apply per UGL if required by written contract/agreement. WC Waiver of Subrogation applies per WC0003 Additional Insured(s): Okaloosa County BOCC; and their respective officials, employees & reasonably required by Okaloosa County, if required by written contract/agreement.

CONTRACT#: C15-2290-AP
AMADEUS AIRPORT IT AMERICANS, INC.
PROPWORKS PROPERTY & REVENUE
MGMT SOFTWARE
EXPIRES: 06/30/2023

CERTIFICATE HOLDER

CANCELLATION

Okaloosa County BOCC 302 N Wilson Street, Suite 301 Crestview FL 32536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Ron Wanglin

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C15-2290 AP



ADDITIONAL REMARKS SCHEDULE

AGENCY Bolton & Company		NAMED INSURED Amadeus Airport IT Americas 3470 NW 82nd Avenue, Suite 1000 Miami FL 33122	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (03/16)

HOLDER: Okaloosa County BOCC

ADDRESS: 302 N Wilson Street, Suite 301 Crestview FL 32536

Complete Named Insured:

- Amadeus Americas, Inc.
- Amadeus North America, Inc.
- Amadeus Hospitality Americas, Inc.
- Amadeus Global Operations Americas, Inc.
- Travelclick, Inc.
- Amadeus Airport IT Americas, Inc.
- NMTI Holdings, Inc.
- Navitaire LLC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/29/2020

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 Bolton & Company 3475 E. Foothill Blvd., Suite 100 Pasadena, CA 91107 www.boltonco.com 0008309	CONTACT NAME: PHONE (A/C, No, Ext): (626) 799-7000 FAX (A/C, No): (626) 583-2117 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Amadeus Airport IT Americas 3470 NW 82nd Avenue, Suite 1000 Miami FL 33122	INSURER A: American Zurich Insurance Company 40142	
	INSURER B: American Guarantee and Liability Ins Co 26247	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 55760860 **REVISION NUMBER:**

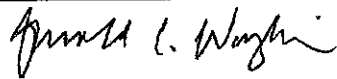
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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	GLA3106866-00	6/1/2020	6/1/2021	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
A	<input checked="" type="checkbox"/> 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 AUTOS ONLY	<input checked="" type="checkbox"/>	GLA3106866-00	6/1/2020	6/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0		AUC3392042-00	6/1/2020	6/1/2021	EACH OCCURRENCE	\$ 25,000,000
						AGGREGATE	\$ 25,000,000
							\$
A	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	<input checked="" type="checkbox"/>	WC3106865-00	6/1/2020	6/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
						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)

RE: Operations of the Named Insured.
 GL and Auto Additional Insureds and Primary & Non-Contributory Wording apply per UGL1369BCW0413 & UCA424FFL0818 attached, only if required by written contract/agreement. WC Waiver of Subrogation applies per WC000313484 attached.
 Additional Insured(s): Okaloosa County BOCC; and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County, if required by written contract/agreement.

CONTRACT#: C15-2290-AP
AMADEUS AIRPORT IT AMERICANS, INC.
PROPWORKS PROPERTY & REVENUE
MGMT SOFTWARE
EXPIRES: 06/30/2023

CERTIFICATE HOLDER Okaloosa County BOCC 302 N Wilson Street, Suite 301 Crestview FL 32536	CANCEL SHOULD THE E ACCOR
	AUTHORIZED REPRESENTATIVE  Ron Wanglin

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ADDITIONAL REMARKS SCHEDULE

AGENCY Bolton & Company		NAMED INSURED Amadeus Airport IT Americas 3470 NW 82nd Avenue, Suite 1000 Miami FL 33122	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (03/16)

HOLDER: Okaloosa County BOCC

ADDRESS: 302 N Wilson Street, Suite 301 Crestview FL 32536

Complete Named Insured:

- Amadeus Americas, Inc.
- Amadeus North America, Inc.
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- Amadeus Global Operations Americas, Inc.
- Travelclick, Inc.
- Amadeus Airport IT Americas, Inc.
- NMTI Holdings, Inc.
- Navitaire LLC

General Liability Supplemental Coverage Endorsement Technology



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
GLA3106866-00	01/06/2020	01/06/2021				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following changes apply to this Coverage Part. However, endorsements attached to this Coverage Part will supersede any provisions to the contrary in this General Liability Supplemental Coverage Endorsement.

A. Broadened Named Insured

1. The following is added to Section II – Who Is An Insured:

Any organization of yours, other than a partnership or joint venture, which is not shown in the Declarations, and over which you maintain an ownership interest of more than 50% of such organization as of the effective date of this Coverage Part, will qualify as a Named Insured. However, such organization will not qualify as a Named Insured under this provision if it:

- a. Is newly acquired or formed during the policy period;
- b. Is also an insured under another policy, other than a policy written to apply specifically in excess of this Coverage Part; or
- c. Would be an insured under another policy but for its termination or the exhaustion of its limits of insurance.

Each such organization remains qualified as a Named Insured only while you maintain an ownership interest of more than 50% in the organization during the policy period.

2. The last paragraph of Section II – Who Is An Insured does not apply to this provision to the extent that such paragraph would conflict with this provision.

B. Newly Acquired or Formed Organizations as Named Insureds

1. Paragraph 3. of Section II – Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain an ownership interest of more than 50% of such organization, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

An additional premium will apply in accordance with our rules and rates in effect on the date you acquired or formed the organization.

2. The last paragraph of Section II – Who Is An Insured does not apply to this provision to the extent that such paragraph would conflict with this provision.

C. Insured Status – Employees

Paragraph 2.a.(1) of Section II – Who Is An Insured is replaced by the following:

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

However:

Paragraphs (1)(a) and (1)(d) do not apply to your "employees" or "volunteer workers", who are not employed by you or volunteering for you as health care professionals, for "bodily injury" arising out of "Good Samaritan Acts" while the "employee" or "volunteer worker" is performing duties related to the conduct of your business.

"Good Samaritan Acts" mean any assistance of a medical nature rendered or provided in an emergency situation for which no remuneration is demanded or received.

Paragraphs (1)(a), (b) and (c) do not apply to any "employee" designated as a supervisor or higher in rank, with respect to "bodily injury" to co-"employees". As used in this provision, "employees" designated as a supervisor or higher in rank means only "employees" who are authorized by you to exercise direct or indirect supervision or control over "employees" or "volunteer workers" and the manner in which work is performed.

D. Additional Insureds – Lessees of Premises

1. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) who leases or rents a part of the premises you own or manage who you are required to add as an additional insured on this policy under a written contract or written agreement, but only with respect to liability arising out of your ownership, maintenance or repair of that part of the premises which is not reserved for the exclusive use or occupancy of such person or organization or any other tenant or lessee.

This provision does not apply after the person or organization ceases to lease or rent premises from you.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph D.1. above (of this endorsement); or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph D. shall not increase the applicable Limits of Insurance shown in the Declarations.

E. Additional Insured – Vendors

1. The following change applies if this Coverage Part provides insurance to you for "bodily injury" and "property damage" included in the "products-completed operations hazard":

Section II – Who Is An Insured is amended to include as an additional insured any person or organization (referred to throughout this Paragraph E. as vendor) who you have agreed in a written contract or written agreement, prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business:

However, the insurance afforded to such vendor:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- a. The insurance afforded the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained in Subparagraphs (4) or (6); or
 - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

c. This insurance does not apply to any of "your products" for which coverage is excluded under this Coverage Part.

3. With respect to the insurance afforded to the vendor under this endorsement, the following is added to Section III – **Limits Of Insurance**:

The most we will pay on behalf of the vendor is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph E.1. above (of this endorsement); or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph E. shall not increase the applicable Limits of Insurance shown in the Declarations.

F. **Additional Insured – Managers, Lessors or Governmental Entity**

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization who is a manager, lessor or governmental entity who you are required to add as an additional insured on this policy under a written contract, written agreement or permit, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omission of those acting on your behalf; and resulting directly from:
 - a. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit;
 - b. Ownership, maintenance, occupancy or use of premises by you; or
 - c. Maintenance, operation or use by you of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. This provision does not apply:

- a. Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury", "property damage" or offense that caused "personal and advertising injury";
- b. To any person or organization included as an insured under Paragraph 3. of Section II – Who Is An Insured;
- c. To any lessor of equipment if the "occurrence" or offense takes place after the equipment lease expires;
- d. To any:
 - (1) Owners or other interests from whom land has been leased by you; or
 - (2) Managers or lessors of premises, if:
 - (a) The "occurrence" or offense takes place after the expiration of the lease or you cease to be a tenant in that premises;
 - (b) The "bodily injury", "property damage" or "personal and advertising injury" arises out of the structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or
 - (c) The premises are excluded under this Coverage Part.

3. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph F.1. above (of this endorsement); or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph F. shall not increase the applicable Limits of Insurance shown in the Declarations.

G. Damage to Premises Rented or Occupied by You

1. The last paragraph under Paragraph 2. **Exclusions** of Section I – **Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions c. through n. do not apply to damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Section III – Limits Of Insurance.

2. Paragraph 6. of Section III – **Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or in the case of damage by one or more "specific perils" to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

H. Broadened Contractual Liability

The "insured contract" definition under the **Definitions** Section is replaced by the following:

"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage", or "personal and advertising injury" arising out of the offenses of false arrest, detention or imprisonment, to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

I. Definition – Specific Perils

The following definition is added to the **Definitions** Section:

"Specific perils" means:

- a. Fire;
- b. Lightning;

- c. Explosion;
- d. Windstorm or hail;
- e. Smoke;
- f. Aircraft or vehicles;
- g. Vandalism;
- h. Weight of snow, ice or sleet;
- i. Leakage from fire extinguishing equipment, including sprinklers; or
- j. Accidental discharge or leakage of water or steam from any part of a system or appliance containing water or steam.

J. Limited Contractual Liability Coverage – Personal and Advertising Injury

1. Exclusion e. of Section I – Coverage B – Personal And Advertising Injury Liability is replaced by the following:

Exclusions

This insurance does not apply to:

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement.

This exclusion does not apply to:

- (1) Liability for damages that the insured would have in the absence of the contract or agreement; or
- (2) Liability for "personal and advertising injury" if:
 - (a) The "personal and advertising injury" arises out of the offenses of false arrest, detention or imprisonment;
 - (b) The liability pertains to your business and is assumed in a written contract or written agreement in which you assume the tort liability of another. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; and
 - (c) The "personal and advertising injury" occurs subsequent to the execution of the written contract or written agreement.

Solely for purposes of liability so assumed in such written contract or written agreement, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury" described in Paragraph (a) above, provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same written contract or written agreement; and
- (ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. Paragraph 2.d. of Section I – Supplementary Payments – Coverages A and B is replaced by the following:

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

3. The following is added to the paragraph directly following Paragraph 2.f. of Section I – Supplementary Payments – Coverages A and B:

Notwithstanding the provisions of Paragraph 2.e.(2) of Section I – Coverage B – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "personal and advertising injury" and will not reduce the limits of insurance.

K. Internet and Multimedia Services

Exclusion j. of Section I – Coverage B – Personal And Advertising Injury Liability is replaced by the following:

Exclusions

This insurance does not apply to:

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of websites for others; or
- (3) An Internet search, access, content or service provider; and

arising out of goods, products or services provided by any insured to others.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

P. Electronic Data

Exclusion p. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury" or **physical injury to tangible property including all resulting loss of use of that property.**

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

L. Supplementary Payments

The following changes apply to **Supplementary Payments – Coverages A and B:**

Paragraphs 1.b. and 1.d. are replaced by the following:

- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

M. Broadened Property Damage

1. Property Damage to Contents of Premises Rented Short-Term

The paragraph directly following Paragraph (6) in Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to premises (other than damage by "specific perils"), including "property damage" to the contents of such premises, rented to you under a rental agreement for a period of 14 or fewer consecutive days. A separate Limit of Insurance applies to Damage to Premises Rented to You as described in Section III – Limits Of Insurance.

2. Elevator Property Damage

a. The following is added to Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability:

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising out of the use of an elevator at premises you own, rent or occupy.

b. The following is added to Section III – Limits Of Insurance:

Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of "property damage" to property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy is \$25,000 per "occurrence".

3. Property Damage to Borrowed Equipment

a. The following is added to Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability:

Paragraph (4) of this exclusion does not apply to "property damage" to equipment you borrow from others at a jobsite.

b. The following is added to Section III – Limits Of Insurance:

Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of "property damage" to equipment you borrow from others is \$25,000 per "occurrence".

N. Expected or Intended Injury or Damage

Exclusion a. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

O. Definitions – Bodily Injury

The "bodily injury" definition under the Definitions Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death sustained by that person which results from that bodily injury, sickness or disease.

P. Electronic Data

Exclusion p. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury" or physical injury to tangible property including all resulting loss of use of that property.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

Q. Insured Status – Amateur Athletic Participants

Section II – **Who Is An Insured** is amended to include as an insured any person you sponsor while participating in amateur athletic activities. However, no such person is an insured for:

a. "Bodily injury" to:

- (1) Your "employee", "volunteer worker" or any person you sponsor while participating in such amateur athletic activities; or
- (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company) while participating in such amateur athletic activities; or

b. "Property damage" to property owned by, occupied or used by, rented to, in the care, custody or control of, or over which the physical control is being exercised for any purpose by:

- (1) Your "employee", "volunteer worker" or any person you sponsor; or
- (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

R. Non-Owned Aircraft, Auto and Watercraft

Exclusion g. of Section I – **Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) An aircraft that is hired or chartered by you or loaned to you, with a paid and licensed crew, and is not owned in whole or in part by an insured; or
- (6) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

S. Definitions – Leased Worker, Temporary Worker and Labor Leasing Firm

1. The "leased worker" and "temporary worker" definitions under the **Definitions** Section are replaced by the following:

"Leased worker" means a person leased to you by a "labor leasing firm" under a written agreement between you and the "labor leasing firm", to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

"Temporary worker" means a person who is furnished to you to support or supplement your work force during "employee" absences, temporary skill shortages, upturns or downturns in business or to meet seasonal or short-term workload conditions. "Temporary worker" does not include a "leased worker".

2. The following definition is added to the **Definitions** Section:

"Labor leasing firm" means any person or organization who hires out workers to others, including any:

- a. Employment agency, contractor or services;
- b. Professional employer organization; or
- c. Temporary help service.

T. Definition – Mobile Equipment

Paragraph f. of the "mobile equipment" definition under the **Definitions** Section is replaced by the following:

- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment, exceeding a combined gross vehicle weight of 1000 pounds, are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

U. Definitions – Your Product and Your Work

The "your product" and "your work" definitions under the **Definitions** Section are replaced by the following:

"Your product":

- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

"Your work":

- a. Means:
 - (1) Work, services or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work, services or operations.

- b. Includes:
- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.

V. Priority Condition

The following paragraph is added to Section III – Limits Of Insurance:

In the event a claim is made or "suit" is brought against more than one insured seeking damages because of "bodily injury" or "property damage" caused by the same "occurrence" or "personal and advertising injury" caused by the same offense, we will apply the Limits of Insurance in the following order:

- (a) You;
- (b) Your "executive officers", partners, directors, stockholders, members, managers (if you are a limited liability company) or "employees"; and
- (c) Any other insured in any order that we choose.

W. Duties in the Event of Occurrence, Offense, Claim or Suit Condition

The following paragraphs are added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to any insured listed under Paragraph 1. of Section II – Who Is An Insured or an "employee" authorized by you to give or receive such notice. Knowledge by other "employees" of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to the workers compensation carrier of the Named Insured and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this Condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

X. Other Insurance Condition

Paragraphs 4.a. and 4.b.(1) of the Other Insurance Condition of Section IV – Commercial General Liability Conditions are replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below. However, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

Other insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

b. Excess Insurance

- (1) This insurance is excess over:
 - (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

- (i) That is property insurance, Builder's Risk, Installation Risk or similar coverage for "your work";
- (ii) That is property insurance purchased by you (including any deductible or self insurance portion thereof) to cover premises rented to you or temporarily occupied by you with permission of the owner;
- (iii) That is insurance purchased by you (including any deductible or self insurance portion thereof) to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;
- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability; or
- (v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to:
 - Equipment you borrow from others; or
 - Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy.
- (b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.
- (c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

Y. Unintentional Failure to Disclose All Hazards

Paragraph 6. **Representations** of Section IV – **Commercial General Liability Conditions** is replaced by the following:

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

- a. Fail to disclose all hazards existing at the inception of this policy; or
- b. Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

Z. Waiver of Right of Subrogation

Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – **Commercial General Liability Conditions** is replaced by the following:

8. Transfer Of Rights Of Recovery Against Others To Us

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

- b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins, or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest

AA. Liberalization Condition

The following condition is added to Section IV – **Commercial General Liability Conditions**:

Liberalization Clause

If we revise this Coverage Part to broaden coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the state shown in the mailing address of your policy.

All other terms and conditions of this policy remain unchanged.



ZURICH®

Coverage Extension Endorsement – Florida

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLA3106866-00

Effective Date: 06/01/2020

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form
Motor Carrier Coverage Form**

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law:
 - (1) Any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including
 - (2) Those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you,
 provided the "accident" arises out of operations governed by such contract or agreement.

This applies only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

U-CA-424-F FL (08-18)
Page 1 of 6

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- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in driver safety program events. This includes events such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in driver safety program events. This includes events such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

D. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

E. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

F. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

G. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
 - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

H. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

I. Tapes, Records and Discs Coverage

- 1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
- 2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

J. Airbag Coverage

The Exclusion in Paragraph B.3.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

K. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

- 1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
- 2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

L. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

M. Temporary Substitute Autos – Physical Damage

- 1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

- 1. Breakdown;
- 2. Repair;
- 3. Servicing;
- 4. "Loss"; or
- 5. Destruction.

- 2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. (1) In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to:
 - (a) You (if you are an individual);
 - (b) A partner (if you are a partnership);
 - (c) A member (if you are a limited liability company); or
 - (d) An executive officer or insurance manager (if you are a corporation).

The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

- (2) Include, as soon as practicable:
- (a) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
 - (b) The "insured's" name and address; and
 - (c) To the extent possible, the names and addresses of any injured persons and witnesses.
- (3) If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

P. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Q. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

R. Hired Auto – World Wide Coverage

Paragraph **7.a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

S. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

T. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Autos Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph A.4.a. of Section III – Physical Damage Coverage is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph A. Coverage of the Physical Damage Coverage Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

W. Return of Stolen Automobile

The following is added to the Coverage Extension Provision of the Physical Damage Coverage Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS
THAT ARE REQUIRED BY WRITTEN CONTRACT OR
AGREEMENT WITH THE INSURED, EXECUTED PRIOR
TO THE ACCIDENT OR LOSS, THAT WAIVER OF
SUBROGATION BE PROVIDED UNDER THIS POLICY
FOR WORK PERFORMED BY YOU FOR THAT PERSON
AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement ~~Issued~~ 6/1/2020

Effective Policy No. WC3106865-00

Endorsement No.

Insured Amadeus Airport IT Americas

Frank L. Wray

Insurance Company American Zurich Insurance Company

Countersigned by _____



SOLE SOURCE PURCHASE JUSTIFICATION REQUEST

A sole source is when the commodity or service can be legally purchased from only one source. This is usually due to the source owning patents and/or copyrights. A requirements for a particular proprietary item does not justify a sole source purchase, if there is more than one potential supplier for that item. Use of Brand Names and Model numbers does not constitute a sole source.

Date: 04/16/2020

PR No:

Requestor: Tracy Stage

Phone No: 850-651-7160

Department/Division: Airports

Item Description: Software subscription module for PROPworks software used for contract administration and accounts receivable processes to include annual, quarterly, and monthly invoicing as well as cash posting.

Vendor: Amadeus Airport IT Americas, INC

Vendor's Address: 5950 Hazeltine National Drive, Suite 210, Orlando, FL 32822

Vendor's Telephone No: 407-370-4664 ext 5917 **Point of Contact:** Crystal Carvalho

Sole Source Justification: (attach additional docs if any) The Airport has been using PROPworks for six years and has not planned or budgeted to make any software change in the current fiscal year. Continuation of the software subscription is required.

Check One:

- The item is available only from **ONE** vendor (sole source justification is above or attached).
- Federal Awarding Agency or Pass Through Agency authorizes noncompetitive negotiations (letter of authorization is attached).

Tracy Stage, A.A.E. Digitally signed by Tracy Stage, A.A.E. Date: 2020.04.16 23:06:30 -05'00'

Requesting Department Director Signature (or authorized Designee) **Date**

REVIEW BY OMB AND PURCHASING

Approved:

OMB and Purchasing Department Comments:

Denied:

Faye Douglas Digitally signed by Faye Douglas Date: 2020.04.21 11:28:12 -05'00'

04/21/2020

OMB Director Signature

Date

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C15-2990-AP Tracking Number: 3983-20
Procurement/Contractor/Lessee Name: Amadeus Airport #1, Inc. Grant Funded: YES ___ NO X
Purpose: propworks Software Contract
Date/Term: 6-30-23 1. GREATER THAN \$100,000
Department #: 4202 2. GREATER THAN \$50,000
Account #: 552801 3. \$50,000 OR LESS
Amount: \$27,810.00
Department: Airport Dept. Monitor Name: Stacy

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 3-18-2020
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: no federal funds Grant Name: _____
_____ Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached Date: 3-19-2020
_____ Edith Gibson or Karen Donaldson
Risk Manager or designee

County Attorney Review

Approved as written: see email attached Date: 4-16-2020
_____ Lynn Hoshihara, Kerry Parsons or Designee
County Attorney

Department Funding Review

Department funding confirmed: _____ Date: _____

DeRita Mason

From: Karen Donaldson
Sent: Thursday, March 19, 2020 1:04 PM
To: DeRita Mason
Subject: RE: Contract Renewal

DeRita

This is approved by risk management for insurance purposes.

Thank you

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
302 N Wilson Street, Suite 301
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com



Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Thursday, March 19, 2020 11:53 AM
To: Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: FW: Contract Renewal

DeRita Mason

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Thursday, April 9, 2020 1:58 PM
To: DeRita Mason
Cc: Lynn Hoshihara
Subject: RE: C15-2990-AP

Hey DeRita:

In the Public Record's Exhibit the Block letter, bold and in caps public records language that is standard in our other contracts must be included as it is a statutory requirement. As revised this is approved for legal purposes. I do not need to see this again.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**^{PC}

1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
[Kparsons@ngn-tally.com](mailto:kparsons@ngn-tally.com)

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From: DeRita Mason
Sent: Thursday, April 9, 2020 2:35 PM
To: Parsons, Kerry ; Lynn Hoshihara
Subject: C15-2990-AP

Here you go,
Sorry, it was titled Contract Review from the airport and I forgot to change.

DeRita Mason



DeRita Mason



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/9/2020

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 Bolton & Company 3475 E. Foothill Blvd., Suite 100 Pasadena, CA 91107	CONTACT NAME:			
	PHONE (A/C, No., Ext): (626) 799-7000	FAX (A/C, No.): (626) 583-2117		
www.boltonco.com 0008309	E-MAIL ADDRESS:			
	INSURER(S) AFFORDING COVERAGE			
INSURED Amadeus Airport IT Americas 3470 NW 82nd Avenue, Suite 1000 Miami FL 33122	INSURER A:	National Fire Insurance Co of Hartford	NAIC #	20478
	INSURER B:	Continental Insurance Company		35289
	INSURER C:	Valley Forge Insurance Company		20508
	INSURER D:	Transportation Insurance Company		20494
	INSURER E:			
	INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 54518965

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
A	<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 checked="" type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		4016259886	6/1/2019	6/1/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		4016259919	6/1/2019	6/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			4017374552	6/1/2019	6/1/2020	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/>	WC 4 14213784 - CA WC 4 16250413 - All Other	6/1/2019 6/1/2019	6/1/2020 6/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D							

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

RE: Operations of the Named Insured.
GL and Auto Additional Insureds and Primary & Non-Contributory Wording apply per CNA74872XX115 & CNA71527XX1012 attached, only if required by written contract/agreement. WC Waiver of Subrogation applies per WC000313484 attached.
Additional Insured(s): Okaloosa County BOCC; and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County, if required by written contract/agreement.

CERTIFICATE HOLDER

Okaloosa County BOCC
302 N Wilson Street, Suite 301
Crestview FL 32536

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ron Wanglin

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ACORD 25 (2016/03)

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ADDITIONAL REMARKS SCHEDULE

AGENCY Bolton & Company		NAMED INSURED Amadeus Airport IT Americas 3470 NW 82nd Avenue, Suite 1000 Miami FL 33122	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (03/16)

HOLDER: Okaloosa County BOCC

ADDRESS: 302 N Wilson Street, Suite 301 Crestview FL 32536

Complete Named Insured:

- Amadeus Americas, Inc.
- Amadeus North America, Inc.
- Amadeus Honduras, S.A.
- Amadeus North America, Inc., d/b/a Amadeus Canada
- Amadeus Guam, LLC
- Amadeus Hospitality Americas, Inc.
- NMTI Holdings, Inc.
- Amadeus Global Operations Americas, Inc.
- Amadeus Airport IT Americas, Inc.
- Navitaire LLC
- Travelclick, Inc.
- Travelclick Canada Company
- zDirect, Inc.
- The Rubicon Group LLC
- Digital Alchemy LLC
- zDirect.biz Canada, Inc.



CNA PARAMOUNT

Technology General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

TABLE OF CONTENTS

1. Additional Insureds
2. Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance
3. Bodily Injury - Expanded Definition
4. Broad Knowledge of Occurrence/ Notice of Occurrence
5. Broad Named Insured
6. Estates, Legal Representatives and Spouses
7. Expected Or Intended Injury - Exception for Reasonable Force
8. In Rem Actions
9. Incidental Health Care Malpractice Coverage
10. Joint Ventures/Partnership/Limited Liability Companies
11. Legal Liability - Damage To Premises
12. Medical Payments
13. Non-owned Aircraft Coverage
14. Non-owned Watercraft
15. Personal And Advertising Injury - Discrimination or Humiliation
16. Personal And Advertising Injury - Limited Contractual Liability
17. Property Damage - Elevators
18. Supplementary Payments
19. Property Damage - Patterns, Molds and Dies
20. Unintentional Failure To Disclose Hazards
21. Waiver of Subrogation - Blanket

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CNA74872XX (1-15)

Page 1 of 14

Nat'l Fire Ins Co of Hartford

Insured Name: AMADEUS NORTH AMERICA, INC.

Policy No: 4016259886

Endorsement No: 1

Effective Date: 06/01/2019

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CNA PARAMOUNT

Technology General Liability Extension Endorsement

1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs A. through K. below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through K. below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. **Controlling Interest**

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. **Co-owner of Insured Premises**

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury, property damage or personal and advertising injury** as co-owner of such premises.

C. **Grantor of Franchise**

Any person or organization that has granted a franchise to a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** as grantor of a franchise to the **Named Insured**.

D. **Lessor of Equipment**

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. **Lessor of Land**

CNA74872XX (1-15)

Page 2 of 14

Nat'l Fire Ins Co of Hartford

Insured Name: AMADRUS NORTH AMERICA, INC.

Policy No: 4016259886

Endorsement No: 1

Effective Date:

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CNA PARAMOUNT

Technology General Liability Extension Endorsement

Any person or organization from whom a Named Insured leases land but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of the ownership, maintenance or use of such land, provided that the occurrence giving rise to such bodily injury, property damage or the offense giving rise to such personal and advertising injury takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the Named Insured, or such owner or lessor's real estate manager, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of the ownership, maintenance or use of such part of the premises leased to the Named Insured, and provided that the occurrence giving rise to such bodily injury or property damage, or the offense giving rise to such personal and advertising injury, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for bodily injury, property damage or personal and advertising injury arising out of the Named Insured's ownership, maintenance, or use of a premises by a Named Insured.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions - Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for bodily injury, property damage or personal and advertising injury arising out of:

- 1. the following hazards in connection with premises a Named Insured owns, rents, or controls and to which this insurance applies:
a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
b. the construction, erection, or removal of elevators; or
c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a Named Insured or on a Named Insured's behalf.

The coverage granted by this paragraph does not apply to:

- a. Bodily injury, property damage or personal and advertising injury arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
b. Bodily injury or property damage included within the products-completed operations hazard.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the Named Insured to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

- 1. With respect to a Named Insured's participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the Named Insured is required to include as an additional

CNA74872XX (1-15)

Page 3 of 14

Nat'l Fire Ins Co of Hartford

Insured Name: AMADEUS NORTH AMERICA, INC.

Policy No: 4016259886

Endorsement No: 1

Effective Date:

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CNA PARAMOUNT

Technology General Liability Extension Endorsement

insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:

- a. the **Named Insured's** acts or omissions; or
- b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

- 2. The coverage granted by this paragraph does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

J. Vendor

Any person or organization but only with respect to such person or organization's liability for **bodily injury or property damage** arising out of **your products** which are distributed or sold in the regular course of such person or organization's business, provided that:

- 1. The coverage granted by this paragraph does not apply to:
 - a. **bodily injury or property damage** for which such person or organization is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;
 - b. any express warranty unauthorized by the **Named Insured**;
 - c. any physical or chemical change in any product made intentionally by such person or organization;
 - d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. demonstration, installation, servicing or repair operations, except such operations performed at such person or organization's premises in connection with the sale of a product;
 - g. products which, after distribution or sale by the **Named Insured**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or
 - h. **bodily injury or property damage** arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) the exceptions contained in Subparagraphs d. or f. above; or
 - (2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- 2. This Paragraph J. does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.
- 3. This Paragraph J. also does not apply:
 - a. to any vendor specifically scheduled as an additional insured by endorsement to this **Coverage Part**;
 - b. to any of **your products** for which coverage is excluded by endorsement to this **Coverage Part**; nor

GNA74872XX (1-15)

Page 4 of 14

Nat'l Fire Ins Co of Hartford

Insured Name: AMADEUS NORTH AMERICA, INC.

Policy No: 4016259886

Endorsement No: 1

Effective Date:

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CNA PARAMOUNT

Technology General Liability Extension Endorsement

c. if bodily injury or property damage included within the products-completed operations hazard is excluded by endorsement to this Coverage Part.

K. Other Person Or Organization / Your Work

Any person or organization who is not an additional insured under Paragraphs A. through J. above. Such additional insured is an Insured solely for bodily injury, property damage or personal and advertising injury for which such additional insured is liable because of the Named Insured's acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- 1. who is specifically scheduled as an additional insured on another endorsement to this Coverage Part; nor
2. for bodily injury or property damage included within the products-completed operations hazard except to the extent all of the following apply:
a. this Coverage Part provides such coverage;
b. the written contract or agreement described in the opening paragraph of this ADDITIONAL INSUREDS Provision requires the Named Insured to provide the additional Insured such coverage; and
c. the bodily injury or property damage results from your work that is the subject of the written contract or agreement, and such work has not been excluded by endorsement to this Coverage Part.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

A. The Other Insurance Condition in the COMMERCIAL GENERAL LIABILITY CONDITIONS Section is amended to add the following paragraph:

If the Named Insured has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured.

B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph 1.K. of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY - EXPANDED DEFINITION

Under DEFINITIONS, the definition of bodily injury is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under CONDITIONS, the condition entitled Duties in The Event of Occurrence, Offense, Claim or Suit Condition is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The Named Insured must give the Insurer or the Insurer's authorized representative notice of an occurrence, offense or claim only when the occurrence, offense or claim is known to a natural person Named Insured, to a partner, executive officer, manager or member of a Named Insured, or to an employee designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

CNA74872XX (1-15)

Page 5 of 14

Nat'l Fire Ins Co of Hartford

Insured Name: AMADEUS NORTH AMERICA, INC.

Policy No: 4016259886

Endorsement No: 1

Effective Date:

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CNA PARAMOUNT

Technology General Liability Extension Endorsement

The Named Insured's rights under this Coverage Part will not be prejudiced if the Named Insured fails to give the Insurer notice of an occurrence, offense or claim and that failure is solely due to the Named Insured's reasonable belief that the bodily injury or property damage is not covered under this Coverage Part. However, the Named Insured shall give written notice of such occurrence, offense or claim to the Insurer as soon as the Named Insured is aware that this insurance may apply to such occurrence, offense or claim.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a Named Insured has management control:

- a. on the effective date of this Coverage Part; or
- b. by reason of a Named Insured creating or acquiring the organization during the policy period,

qualifies as a Named Insured, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this BROAD NAMED INSURED provision does not apply to:

- (a) any partnership or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this Coverage Part.

For the purpose of this provision, and of this endorsement's JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation, or the members of the management board of a limited liability company; or
 - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as Named Insureds by virtue of Paragraph 3. above, this insurance does not apply to:
- a. bodily injury or property damage that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
 - b. personal or advertising injury caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this Coverage Part applies to Named Insureds when trading under their own names or under such other trading names or doing-business-as names (dba) as any Named Insured should choose to employ.

6. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and spouses of any natural person Insured shall also be Insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and spouses only for claims arising solely out of their capacity or status as such and, in the case of a spouse, where such claim seeks damages from marital community property, jointly held property or property transferred from such natural person Insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or spouse outside the scope of such person's capacity or status as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership

CNA74872XX (1-15)

Page 6 of 14

Nat'l Fire Ins Co of Hartford

Insured Name: AMADEUS NORTH AMERICA, INC.

Policy No: 4016259886

Endorsement No: 1

Effective Date:

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CNA PARAMOUNT

Technology General Liability Extension Endorsement

Named Insureds are Insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

7. EXPECTED OR INTENDED INJURY - EXCEPTION FOR REASONABLE FORCE

Under COVERAGES, Coverage A - Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Expected or Intended Injury and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or property damage expected or intended from the standpoint of the Insured. This exclusion does not apply to bodily injury or property damage resulting from the use of reasonable force to protect persons or property.

8. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the Named Insured, or chartered by or for the Named Insured, will be treated in the same manner as though the action were in personam against the Named Insured.

9. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to bodily injury that arises out of a health care incident:

A. Under COVERAGES, Coverage A - Bodily Injury And Property Damage Liability, the Insuring Agreement is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:

b. This insurance applies to bodily injury provided that the professional health care services are incidental to the Named Insured's primary business purpose, and only if:

- (1) such bodily injury is caused by an occurrence that takes place in the coverage territory.
(2) the bodily injury first occurs during the policy period. All bodily injury arising from an occurrence will be deemed to have occurred at the time of the first act, error, or omission that is part of the occurrence; and

B. Under COVERAGES, Coverage A - Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to:

i. add the following to the Employers Liability exclusion:

This exclusion applies only if the bodily injury arising from a health care incident is covered by other liability insurance available to the Insured (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled Contractual Liability and replace it with the following:

This insurance does not apply to:

Contractual Liability

the Insured's actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions.

This insurance does not apply to:

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CNA74872XX (1-15)

Page 7 of 14

Nat'l Fire Ins Co of Hartford

Insured Name: AMADEUS NORTH AMERICA, INC.

Policy No: 4016259886

Endorsement No: 1

Effective Date:

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Discrimination

any actual or alleged discrimination, humiliation or harassment, that includes but shall not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any health care incident for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees or volunteer workers** in the rendering of:

- a. **professional health care services** on behalf of the **Named Insured** or
- b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a. Physician;
- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;



CNA PARAMOUNT

Technology General Liability Extension Endorsement

iii. amend the definition of Insured to:

a. add the following:

- the Named Insured's employees are Insureds with respect to:
 - (1) bodily injury to a co-employee while in the course of the co-employee's employment by the Named Insured or while performing duties related to the conduct of the Named Insured's business; and
 - (2) bodily injury to a volunteer worker while performing duties related to the conduct of the Named Insured's business;
 when such bodily injury arises out of a health care incident.

- the Named Insured's volunteer workers are Insureds with respect to:
 - (1) bodily injury to a co-volunteer worker while performing duties related to the conduct of the Named Insured's business; and
 - (2) bodily injury to an employee while in the course of the employee's employment by the Named Insured or while performing duties related to the conduct of the Named Insured's business;
 when such bodily injury arises out of a health care incident.

b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of WHO IS AN INSURED.

c. add the following:

Insured does not include any physician while acting in his or her capacity as such.

D. The Other Insurance condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

- (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the Named Insured to be excess of this coverage.

10. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an Insured with respect to:

- the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations; nor
- the conduct of a current or past limited liability company in which a Named Insured's interest does/did not rise to the level of management control;

except that if the Named Insured was a joint venturer, partner, or member of such a limited liability company, and such joint venture, partnership or limited liability company terminated prior to or during the policy period, then such Named Insured is an Insured with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to personal and advertising injury occurred prior to such termination date, and the personal and advertising injury arising out of such offense, first occurred after such termination date;
- b. the bodily injury or property damage first occurred after such termination date; and

CNA74872XX (1-15)

Page 9 of 14

Nat'l Fire Ins Co of Hartford

Insured Name: AMADEUS NORTH AMERICA, INC.

Policy No: 4016259886

Endorsement No: 1

Effective Date:

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CNA PARAMOUNT

Technology General Liability Extension Endorsement

- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

11. LEGAL LIABILITY – DAMAGE TO PREMISES

- A. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete the first paragraph immediately following subparagraph (6) of the Damage to Property exclusion and replace it with the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to property damage (other than damage by fire) to premises rented to the Named Insured or temporarily occupied by the Named Insured with the permission of the owner, nor to the contents of premises rented to the Named Insured for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in LIMITS OF INSURANCE.

- B. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire to premises while rented to a Named Insured or temporarily occupied by a Named Insured with permission of the owner, nor to damage to the contents of premises rented to a Named Insured for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in the LIMITS OF INSURANCE Section.

- C. LIMITS OF INSURANCE is amended to delete Paragraph 6. (the Damage To Premises Rented To You Limit) and replace it with the following:

- 6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under COVERAGE A for damages because of property damage to:

- a. any one premises while rented to a Named Insured or temporarily occupied by a Named Insured with the permission of the owner; and
- b. contents of such premises if the premises is rented to the Named Insured for a period of 7 or fewer consecutive days.

The Damage To Premises Rented To You Limit is \$500,000. unless a different Damage to Premises Rented to You Limit is shown in the Declarations.

- D. The Other Insurance Condition is amended to delete Paragraph b.(1)(a)(ii), and replace it with the following:

(ii) That is property insurance for premises rented to a Named Insured, for premises temporarily occupied by the Named Insured with the permission of the owner; or for personal property of others in the Named Insured's care, custody or control;

- E. This Provision 11. does not apply if liability for damage to premises rented to a Named Insured is excluded by another endorsement attached to this Coverage Part.

12. MEDICAL PAYMENTS

- A. LIMITS OF INSURANCE is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

- 7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under Coverage C – Medical Payments for all medical expenses because of bodily injury sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000 unless a different amount is shown here: ; or
- (2) the amount shown in the Declarations for Medical Expense Limit.

CNA74872XX (1-15)

Page 10 of 14

Nat'l Fire Ins Co of Hartford

Insured Name: AMADEUS NORTH AMERICA, INC.

Policy No: 4016259886

Endorsement No: 1

Effective Date:

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CNA PARAMOUNT

Technology General Liability Extension Endorsement

B. Under COVERAGES, the Insuring Agreement of Coverage C – Medical Payments is amended to replace Paragraph 1.a.(3)(b) with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

This Paragraph B. does not apply to medical expenses incurred in the state of Missouri.

13. NON-OWNED AIRCRAFT

Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended as follows:

The exclusion entitled Aircraft, Auto or Watercraft is amended to add the following:

This exclusion does not apply to an aircraft not owned by any Named Insured, provided that:

- 1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the Named Insured; and
3. the aircraft is not being used to carry persons or property for a charge.

14. NON-OWNED WATERCRAFT

Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete subparagraph (2) of the exclusion entitled Aircraft, Auto or Watercraft, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any Named Insured, provided the watercraft is:

- (a) less than 75 feet long; and
(b) not being used to carry persons or property for a charge.

15. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under DEFINITIONS, the definition of personal and advertising injury is amended to add the following tort:

- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under COVERAGES, Coverage B – Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to:

- 1. delete the Exclusion entitled Knowing Violation Of Rights Of Another and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the Insured with the knowledge that the act would violate the rights of another and would inflict personal and advertising injury. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the Named Insured; or
(b) any executive officer, director, stockholder, partner, member or manager (if the Named Insured is a limited liability company) of the Named Insured.

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CNA74872XX (1-15)

Page 11 of 14

Nat'l Fire Ins Co of Hartford

Insured Name: AMADEUS NORTH AMERICA, INC.

Policy No: 4016259886

Endorsement No: 1

Effective Date:

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CNA PARAMOUNT

Technology General Liability Extension Endorsement

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision 1. **ADDITIONAL INSURED** of this endorsement; or
- attachment of an additional insured endorsement to this **Coverage Part**.

16. PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

Personal and advertising injury for which the **Insured** has assumed liability in a contract or agreement.

This exclusion does not apply to liability for **damages**:

- (1) that the **Insured** would have in the absence of the contract or agreement; or
- (2) assumed in a contract or agreement that is an **insured contract** provided the offense that caused such **personal or advertising injury** first occurred subsequent to the execution of such **Insured contract**. Solely for the purpose of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be **damages** because of **personal and advertising injury** provided:
 - (a) liability to such party for, or for the cost of, that party's defense has also been assumed in such **Insured contract**; and
 - (b) such attorney fees and litigation expenses are for defense of such party against a civil or alternative dispute resolution proceeding in which covered **damages** are alleged.

B. Solely for the purpose of the coverage provided by this paragraph, **DEFINITIONS** is amended to delete the definition of **insured contract** in its entirety, and replace it with the following:

Insured contract means that part of a written contract or written agreement pertaining to the **Named Insured's** business under which the **Named Insured** assumes the tort liability of another party to pay for **personal or advertising injury** arising out of the offense of false arrest, detention or imprisonment. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

C. Solely for the purpose of the coverage provided by this paragraph, the following changes are made to the Section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

CNA74872XX (1-15)

Page 12 of 14

Nat'l Fire Ins Co of Hartford

Insured Name: AMADEUS NORTH AMERICA, INC.

Policy No: 4016259886

Endorsement No: 1

Effective Date:

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CNA PARAMOUNT

Technology General Liability Extension Endorsement

- 1. Paragraph 2.d. is replaced by the following:
 - d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;
- 2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the insurer in the defense of that indemnitee, necessary litigation expenses incurred by the insurer, and necessary litigation expenses incurred by the indemnitee at the insurer's request will be paid as **defense costs**. Notwithstanding the provisions of Paragraph e.(2) of the Contractual Liability exclusion (as amended by this Endorsement), such payments will not be deemed to be **damages for personal and advertising injury** and will not reduce the limits of insurance.
- D. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B -Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

17. PROPERTY DAMAGE – ELEVATORS

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs (3), (4) and (6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.
- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

18. SUPPLEMENTARY PAYMENTS

- The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:
- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
 - B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

19. PROPERTY DAMAGE - PATTERNS MOLDS AND DIES

- Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraphs (3) and (4) of the Exclusion entitled **Damage to Property**, but only with respect to patterns, molds or dies that are in the care, custody or control of the **Insured**, and only if such patterns, molds or dies are not being used to perform operations at the time of loss. A limit of insurance of \$25,000 per policy period applies to this **PROPERTY DAMAGE - PATTERNS MOLDS AND DIES** coverage, and this limit:
- A. is included within the General Aggregate Limit as described in **LIMITS OF INSURANCE**; and
 - B. applies excess over any valid and collectible property insurance available to the **Insured**, including any deductible applicable to such insurance; the **Other Insurance** condition is changed accordingly.

20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

CNA74872XX (1-15)
 Page 13 of 14
 Nat'l Fire Ins Co of Hartford
 Insured Name: AMADEUS NORTH AMERICA, INC.

Policy No: 4016259886
 Endorsement No: 1
 Effective Date:

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CNA PARAMOUNT

Technology General Liability Extension Endorsement

21. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the claim.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA74872XX (1-15)

Page 14 of 14

Nat'l Fire Ins Co of Hartford

Insured Name: AMADEUS NORTH AMERICA, INC.

Policy No: 4016259886

Endorsement No: 1

Effective Date:

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ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Persons Or Organizations
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED

1. In conformance with paragraph **A.1.c.** of **Who is An Insured** of Section **II – LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

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CNA71527XX (10/12)

Page 1 of 1

Policy No: 4016259919
Endorsement No:
Effective Date: 6/1/2019

Insured Name: AMADEUS NORTH AMERICA, INC. (SEE ENDORSEMENT)

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION ON WHOSE BEHALF YOU ARE REQUIRED TO OBTAIN THIS WAIVER OF OUR RIGHT TO RECOVER FROM UNDER A WRITTEN CONTRACT OR AGREEMENT. THIS ENDORSEMENT DOES NOT APPLY IN NH, NJ

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 6/1/2019

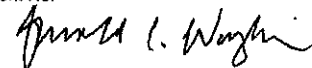
Policy No. WC 4 14213784 - CA

Endorsement No.

Insured Amadeus Airport IT Americas

WC 4 16250413 - All Other

Pr



Insurance Company

Countersigned by _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/9/2020

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 BKS Partners 4010 W Boy Scout Blvd Suite 200 Tampa FL 33607	CONTACT NAME: Debbie Coad, CPIA, CIC	
	PHONE (A/C No. Ext): 813-470-5032	FAX (A/C No.): 813-221-1857
E-MAIL ADDRESS: debbie.coad@bks-partners.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Hartford Fire Insurance Co.		19682
INSURER B: Progressive Express Ins. Co.		2962
INSURER C: The Hartford		1962
INSURER D: Endurance Amer Spec Ins Co.		41718
INSURER E:		
INSURER F:		

INSURED
 Amadeus Airport IT Americas, Inc
 5950 Hazeltine Natl Dr Ste 210
 Orlando FL 32822

AIRTR-1

COVERAGES

CERTIFICATE NUMBER: 1340272307

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/SUBR INSD/ WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
B B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		08340998-7 02371323-8	10/25/2019 11/7/2019	10/25/2020 11/7/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		XL002123801	10/25/2019	10/25/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	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 <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D A	Professional Liability/Cyber Crime Policy		7883349-B 21TP0274675-19	1/27/2020 6/21/2019	1/27/2021 6/21/2020	Limit/Aggregate 2,300,000 Limit/Aggregate 3,000,000

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

The excess policy sits over California Auto Liability Only
 APPLICATION SERVICE PROVIDER

CERTIFICATE HOLDER**CANCELLATION**

Okaloosa County BOCC
 302 N. Wilson Street Suite 301
 Crestview FL 32536

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

William P. Jantsee II

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CONTRACT#: C15-2290-AP
AMADEUS AIRPORT IT AMERICAS, INC.
PROPWORKS
EXPIRES: 06/30/2023

amadeus



Agreement for Hosted PROPworks

Okaloosa County

Prepared by: Crystal Carvalho

Date: April 16, 2020



Table of Contents

Table of Contentsii

Agreement for Hosted PROPworks® iii

Exhibit A – Project Descriptionvii

Exhibit B – GENERAL SERVICES INSURANCE REQUIREMENTS w/ CYBER LIABILITY..... viii

 Contractors Insurance viii

 Workers' Compensation Insurance viii

 Business Automobile Liability Insurance ix

 Commercial General Liability Insurance..... ix

 Cyber Liability..... ix

 Insurance Limits of Liability ix

 Notice of Claims or Litigation..... x

 Indemnification and Hold Harmless..... x

 Certificate of Insurance x

 General Termsxi

 Excess/Umbrella Insurance.....xi

Exhibit C – Public Record Terms Required by Florida Statutes.....xii

Exhibit D – Vendors on Scrutinized Companies Listsxiii

Exhibit E – Federal Regulationsxiv

 Title VI Clauses for Compliance with Nondiscrimination Requirementsxiv

 Title VI List of Pertinent Nondiscrimination Acts and Authoritiesxv

 Federal Fair Labor Standards Act (Federal Minimum Wage)xvi

 Occupational Safety and Health Act of 1970.....xvi

 E-Verifyxvi

Exhibit F – Amadeus Software Licensexix



Agreement for Hosted PROPworks®

This Agreement is made as of April 21, 2020 (the "Effective Date") by and between (i) the Okaloosa County. ("CUSTOMER"), 1701 State Rd 85 North, Eglin AFB, FL 32542, and (ii) Amadeus Airport IT Americas, Inc., a Florida corporation with offices at 5950 Hazeltine National Drive., Suite 210, Orlando, Florida 32822 ("Amadeus").

Recitals

WHEREAS Amadeus desires to perform, and Customer desires to have Amadeus perform, PROPworks Property and Revenue Management software implementation and hosting services (collectively, the "Services") for CUSTOMER as an independent contractor to CUSTOMER.

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

a. Services

a. Performance. Amadeus shall perform the Services, which are PROPworks software implementation and hosting services described in detail in Exhibit A to this Agreement (the "Project Description").

b. Payment. As compensation for the performance of the Services, CUSTOMER will pay Amadeus a total of \$27,810. Payments will be made monthly, in advance in the amount of \$772.50, by Customer for a period of 36 months commencing upon contract expiration on June 30, 2020. CUSTOMER will pay each such invoice no later than thirty (30) days pursuant to Florida law, after its receipt. Amadeus' charges are but exclusive of federal, state, municipal or other governmental excise, sales, value-added, use, personal property and occupational taxes, excises, withholding obligations and other levies, and the amount of all payments due hereunder is subject to an increase equal to the amount of any tax Amadeus may be required to collect or pay in connection with the Services other than any tax on the net income of Amadeus.

Description	Monthly	Contract 36-month Totals
Core Modules	\$721	\$25,956
Cash Posting	\$51.50	\$1,854
	\$772.50	\$27,810

b. Relationship of Parties

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

c. Confidential Information

In connection with this Agreement, CUSTOMER and its employees and agents may have access to private and confidential information owned or controlled by Amadeus relating to equipment, apparatus, programs, software, specifications, drawings, pricing and other data. Similarly, Amadeus and its employees and agents may

have access to private and confidential information owned or controlled by CUSTOMER relating to CUSTOMER'S operations and its proprietary computer software. All such information acquired by either party under this Agreement through its employees or agents shall be and remain its owner's exclusive property, and the receiving party shall keep, and shall obligate its employees and agents to keep, any and all such information confidential and, subject to Chapter 119, Florida Statutes, shall not copy or disclose it to others without the owner's prior written approval, and shall return all tangible copies of such information to the owner promptly upon request, provided Amadeus is given advance notification of any such release, disclosure or divulgence. Nothing herein shall limit either party's use or dissemination of information not actually derived from the other party or information which has been or subsequently is made public by the owner or with the owner's consent.

Notwithstanding anything to the contrary herein, or in any exhibit, schedule, attachment, purchase order or any other agreement between the parties to the contrary, the parties agree that Amadeus acknowledges CUSTOMER is subject to Chapter 119, Florida Statutes, and related statutes known as the "Public Records Laws" and that this Agreement and documents related thereto shall be a public record as defined therein. Any specific information that Amadeus claims to be confidential ("Confidential Information") must be clearly identified as such by Amadeus. To the extent consistent with Florida Law, CUSTOMER, shall maintain the confidentiality of all such information marked by Amadeus as confidential. If a request is made to view such Confidential Information, CUSTOMER will notify Amadeus of such request and the date that such records relating to the Confidential Information will be released to the requester unless Amadeus obtains a court order enjoining such disclosure. If Amadeus fails to obtain that court order enjoining disclosure, CUSTOMER will release the requested information on the date specified. Such release of any Confidential Information shall be deemed to be made with Amadeus's consent and will not be deemed to be a violation of law or this Agreement.

d. Termination and Expiration

- i. Breach. Either party may terminate this Agreement in the event of a breach by the other party of this Agreement if such breach continues uncured for a period of ten (10) days after written notice. In the event this Agreement is terminated by CUSTOMER due to a breach of this Agreement by Amadeus, CUSTOMER shall pay Amadeus all amounts due and owing up until the date of such breach.
- ii. Termination for Convenience. CUSTOMER may terminate this Agreement, with or without cause, by giving not less than thirty (30) days prior written notice to the other party to this Agreement. CUSTOMER shall pay Amadeus all amounts due and owing up until the date of Termination.
- iii. Expiration. Unless terminated earlier, this Agreement will expire 36 months from July 1, 2020. At least 90 days before the expiration of the current Agreement Amadeus shall offer to Customer a renewal on substantially similar terms for successive periods to be effective on an anniversary of the Initial Term unless and until terminated.
- iv. Effect of Termination. Upon the expiration or termination of this Agreement for any reason, each party will be released from all obligations to the other arising after the date of expiration or notice of termination, except that expiration or termination of this Agreement will not relieve either party of its rights or obligations under Sections 1.ii, 3, 5, and 6, nor will expiration or termination relieve either party of any liability arising from any breach of this Agreement.
- v. Non-Appropriation of Funds. Notwithstanding anything herein to the contrary, the obligations of CUSTOMER under this Agreement are subject to the availability of funds lawfully appropriated annually for its purposes and in the event funds are not available, this Agreement may be canceled without penalty by CUSTOMER by giving written notice of such cancellation to Amadeus. Such cancellation of the Agreement will not be deemed to be a breach or default of this Agreement by CUSTOMER.

e. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR LOSS OF PROFITS OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCURRED BY THE OTHER PARTY AND ARISING OUT OF OR IN

CONNECTION WITH THIS AGREEMENT. THE TOTAL LIABILITY OF Amadeus TO FYI UNDER THIS AGREEMENT, WHETHER ARISING OUT OF BREACH OF CONTRACT (INCLUDING BUT NOT LIMITED TO BREACH OF WARRANTY) OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY), SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO AMADEUS BY CUSTOMER UNDER THIS AGREEMENT.

f. General

- i. Governing Law; Severability. This Agreement will be governed by and construed in accordance with the laws of the State of Florida excluding that body of law pertaining to conflict of laws. If any provision of this Agreement is for any reason found to be unenforceable, the remainder of this Agreement will continue in full force and effect. Venue for litigation of this Agreement shall be in courts, of competent jurisdiction located in Okaloosa County, Florida.
- ii. Notices. Any notices under this Agreement will be sent by certified or registered mail, return receipt requested, or be recognized express courier to the address specified below or such other address as the party specifies in writing. Such notices will be effective upon receipt as documented by the delivery medium.
- iii. Complete Understanding; Modification. This Agreement, together with Exhibit A, constitutes the complete and exclusive understanding and agreement of the parties and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by the parties hereto.
- iv. Personnel. Amadeus shall, in its operation at CUSTOMER facility under this Agreement, employ or permit the employment of only such personnel as will assure a high standard of service to the public. In the event Amadeus' employees, agents, officers directors, or any other personnel are required to conduct any of the duties or obligations of Amadeus as set forth herein at any other CUSTOMER facility, all such personnel, while at CUSTOMER'S facilities, shall be clean, neat in appearance, (with appropriate identification badge displaying no less than Amadeus and employee name), and courteous at all times. All Amadeus personnel that enter CUSTOMER facility shall do so only in accordance with CUSTOMER'S rules and regulations and shall be covered under the Amadeus' insurance policies.

g. Ownership of Document

Amadeus agrees that upon completion of the Services, ownership of deliverables, including copies of documents used in implementation, is as set forth in the License and Warranty Agreement.

h. Indemnification

- i. General Indemnity. Amadeus including its employees, agents and subconsultants, shall hold harmless, indemnify, and defend CUSTOMER, its directors, officers, employees, representatives, and agents against any claim, action, loss, damage, injury, liability, cost and expense, of whatsoever kind or nature (including, but not by way of limitation, attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, arising out of or incidental to Amadeus's, its employees', agents', and/or subconsultants' performance of this Agreement or work performed thereunder. This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise and shall survive any termination of this Agreement.
- ii. Intellectual Property Indemnity. Amadeus will, at its expense, indemnify, defend and hold harmless all claims, actions or proceedings against CUSTOMER, its directors, officers, members, employees, representatives and agents, based on any allegation that the Services, any product or deliverable generated by the Services, or any part of the Services, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right, and will pay all costs (including, but not limited to attorney's fees and court costs), damages, charges, and expenses charged to CUSTOMER by

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

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

AMADEUS AIRPORT IT AMERICAS, INC.

OKALOOSA COUNTY

By:



By:

Faye Douglas

Digitally signed by Faye Douglas
Date: 2020.04.21 11:23:36 -05'00'

Title:

Vice President

Title:

OMB Director

Date:

4-17-20

Date:

04/21/2020

Exhibit A – Project Description

Amadeus Airport IT Americas, Inc.
5950 Hazeltine National Drive, Suite 210
Orlando, FL 32822
Phone: 407-370-4664
Fax: 407-370-4657

EXHIBIT A

Sent Via Electronic Mail

Wednesday, March 18, 2020

Ms. Allyson Oury, CPA
Airports Chief Financial Officer
aoury@myokaloosa.com

Dear Ms. Oury,

This Fixed Price Quote (FPQ) has been prepared in response to your request for pricing on Amadeus PROPworks® (Property and Revenue Management System). Please take care to fully review the following list of assumptions we have used in developing this FPQ:

Project Assumptions:

1. This FPQ is for remotely-hosted Software as a Service (SaaS) subscription services for PROPworks®; a minimum three (3) year subscription is required.
2. This FPQ includes monthly recurring pricing for both the Core and the Optional PROPworks® modules; a minimum three (3) year subscription is required.
3. This FPQ will incur an annual three percent (3%) monthly recurring escalation for subsequent renewals of both the Core and the Optional PROPworks® modules; a minimum three (3) year subscription is required.
4. A Perpetual Use Software License (PUSL) for Amadeus' application software solution is only available on site-based installations; no PUSL is either implied or granted for the remotely-hosted SaaS subscription services included in this FPQ.
5. Airport shall be responsible for taxes of any kind relative to the SaaS subscription services identified in this FPQ.
6. No Amadeus-provided hardware is either required or included in this FPQ.
7. No external internet connectivity is included in this FPQ; Airport to provide.




ITEM	DESCRIPTION	QTY	UNIT	UNIT SELL PRICE	TOTAL EXTENDED SELL PRICE
1	PROPworks® Core Modules	36	MTH	721	25,956
2	PROPworks® Optional Modules: • Cash Posting	36	MTH	51.50	1,854
TOTAL					\$27,810

Project Terms and Conditions:

Standard Payment Terms: Amadeus will invoice Airport monthly for the Core and Optional PROPworks® modules beginning July 1, 2020 for the minimum three (3) year SaaS subscription. All specified payments are due Net-30 days and payable in United States Dollars (USD).

Exhibit B – GENERAL SERVICES INSURANCE REQUIREMENTS w/ CYBER LIABILITY

Contractors Insurance

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered a breach of contract.

Workers' Compensation Insurance

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
4. A Waiver of Subrogation is required to be shown on all Workers Compensation Certificates of Insurance.

Business Automobile Liability Insurance

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 (One Million Dollars) combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

Commercial General Liability Insurance

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
 - a. Premises & Operations Liability
 - b. Bodily Injury and Property Damage Liability
 - c. Independent Contractors Liability
 - d. Contractual Liability
 - e. Products and Completed Operations Liability
 - f. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

Cyber Liability

The Contractor shall carry Cyber Liability insurance coverage for third party liability. Coverage will include ID Theft Monitoring, Credit Monitoring (if necessary) & Notification. Coverage must be afforded for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

Insurance Limits of Liability

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:



	LIMIT
1. Worker's Compensation	
a. State	Statutory
b. Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence
5. Cyber Liability	\$1,000,000 per claim

Notice of Claims or Litigation

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

Property & Revenue Management

Indemnification and Hold Harmless

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

Certificate of Insurance

1. Certificates of insurance indicating the project name and number and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County BOCC, 302 N Wilson Street, Suite 301, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written notice if cancellation is for nonpayment of premium.
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice to the County. Such notification shall be in writing

by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.

4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or self-insured retentions (SIRs), whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

General Terms

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

Excess/Umbrella Insurance

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement. An Excess liability policy must be submitted indicating which policy it applies to.

Exhibit C – Public Record Terms Required by Florida Statutes

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT, 302 NORTH WILSON STREET, SUITE 301, CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@co.okaloosa.fl.us.

Lessee must comply with the public records laws, Florida Statute chapter 119, specifically Lessee must:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the lease term and following completion of the lease if the Lessee does not transfer the records to the County.
4. Upon completion of the lease, transfer, at no cost, to the County all public records in possession of the Lessee or keep and maintain public records required by the County to perform the service. If the Lessee transfers all public records to the public agency upon completion of the lease, the Lessee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Lessee keeps and maintains public records upon completion of the contract, the Lessee shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Exhibit D – Vendors on Scrutinized Companies Lists

VENDORS ON SCRUTINIZED COMPANIES LISTS: By executing this Agreement, Concessionaire, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may immediately terminate this Agreement for cause if the Concessionaire is found to have submitted a false certification as to the above or if the Concessionaire is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the Concessionaire has submitted a false certification, the County will provide written notice to the Contractor. Unless the Concessionaire demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the Contractor. If the County's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Concessionaire, and the Concessionaire will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by Concessionaire. If federal law ceases to authorize the states to adopt and enforce this particular contract provision shall be null and void.

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Exhibit E – Federal Regulations

Title VI Clauses for Compliance with Nondiscrimination Requirements

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.
 - c. **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.

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 | consultant] has full responsibility to monitor compliance to the referenced statute or regulation. The [contractor | consultant] 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. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor 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). Contractor 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.

E-Verify

Enrollment and verification requirements.

1. If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
 - a. **Enroll.** Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. **Verify all new employees.** Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
 - c. **Verify employees assigned to the contract.** For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
2. If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
 - a. **All new employees.**
 - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - b. **Enrolled less than ninety (90) calendar days.** Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the

contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section; or

- i. **Employees assigned to the contract.** For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
3. If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
 4. Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
 - a. Enrollment in the E-Verify program; or
 - b. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
 5. The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
 - a. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
 - b. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
 - c. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- i. Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- ii. Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- iii. Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts.

The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

1. Is for-
 - a. Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
 - b. Construction;
2. Has a value of more than \$3,500; and
3. Includes work performed in the United States.

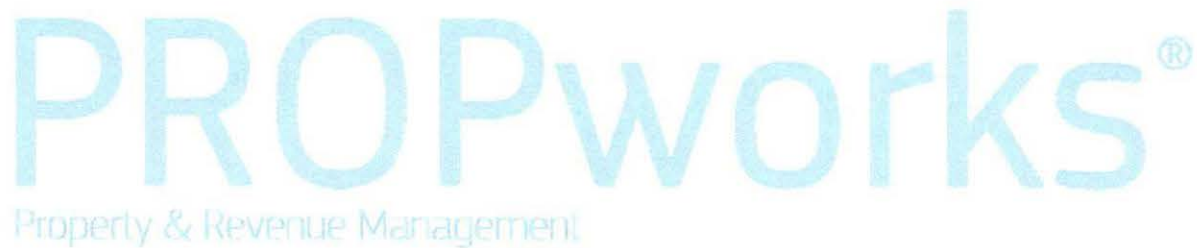


Exhibit F – Amadeus Software License

See attached.

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Property & Revenue Management

1. LICENSE: In consideration of the payment of the making of the Agreement between the parties, the receipt and sufficiency of which Licensor acknowledges, Licensor grants Licensee an indivisible, non-exclusive, non-transferable, and revocable, license to use (a) Licensor's computer software described in Schedule "A" in machine-readable form and (b) the related online user manuals and documentation, which together comprise the "Licensed Software," for the term set forth in paragraph 8 below. Licensee is responsible for converting its own data files into data usable by the Licensed Software. Excluded from the Licensed Software is any separately identified third-party software that is not being licensed to Licensee hereunder, and must be independently obtained by Licensee. If applicable, Licensee will be required to acquire a valid third party software license from _____ in order to operate the Licensed Software. This Addendum grant to Licensee is a license to use the Licensed Software only, and is not a sale of the Licensed Software or of any copy or portion thereof. If a user limitation is stated in the Agreement, Licensee may not exceed use by more than said user limitation.

2. SCOPE OF RIGHTS: Licensee may:

(a) Install the Licensed Software on computer systems owned, leased, or otherwise controlled by Licensee at its own facilities.

(b) Use the Licensed Software on Licensee's computer systems for the sole purpose of serving the internal needs of Licensee's business, only at the locations specified in Schedule "A."

(c) Make one copy of the Licensed Software (in machine-readable form only) as necessary only for non-productive back-up or archival purposes in accordance with Licensee's standard procedures. For any additional copies made or used by Licensee, Licensee agrees to pay a license fee in respect of such additional copies, as mutually agreed by the parties. Any surplus copies of the Licensed Software and the documentation not needed for Licensee's internal use, back-up, or archival purposes shall be promptly returned to Licensor. No credit shall be given to Licensee for such returned copies of the Licensed Software.

3. PROHIBITED ACTS AND USES: Licensee may not use, copy, distribute, publish, recast, translate, modify, change, revise, or alter the Licensed Software, or any copy, adaptation, transcription, derivations, or merged portion thereof, except as expressly authorized by licensor. Licensee may not sell, donate, share, transfer, assign, pledge, encumber, lease, rent, license, or sublicense the Licensed Software, or any portions, derivations, or adaptations hereof, except to a successor-in-interest of Licensee's entire business who assumes, in writing, the obligations of this Addendum. No service bureau work or time-sharing arrangements are permitted unless expressly authorized by the Licensor. Placement on and/or use of the Licensed Software on processors accessible through communication networks using terminals and devices not on Licensee's premises is prohibited.

4. EQUIPMENT: The Licensed Software is designed for use on computer hardware specified on Schedule "B." Licensor reserves the right to approve in advance the use by Licensee of any hardware, equipment, communication boards, and peripherals used in conjunction with the Licensed Software. Such approval shall not be unreasonably withheld. Licensee is solely responsible for site preparation and environmental control and stability at the location where the Licensed Software is installed. Licensor has no responsibilities concerning Licensee's facilities or equipment.

5. LICENSEE'S RESPONSIBILITIES IN USE OF THE LICENSED SOFTWARE: Licensee shall be responsible for the installation, supervision, management, operation, and control of the Licensed Software, including, but not limited to:

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

(b) Establishing adequate backup and disaster recovery plans;

(c) Implementing sufficient procedures and checkpoints to satisfy Licensee's requirements for security and accuracy of data input and output, as well as restart and recovery, in the event of a malfunction or loss of data;

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

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

6. PROPRIETARY PROTECTION OF LICENSED SOFTWARE:

(a) Licensee acknowledges that the Licensed Software constitutes trade secrets and proprietary data of Licensor and that the Licensed Software contains proprietary products licensed to Licensee, which shall remain the property of Licensor before, during, and after termination of this Addendum. Licensor has sole and exclusive ownership and copyright of all right, title, and interest in the Licensed Software and in any applications, modifications, improvements, or enhancements to the Licensed Software, including ownership of all trade secrets and copyrights pertaining to the Licensed Software and all works derived from the License Software, regardless of the media in which the Licensed Software is contained, recorded, or fixed.

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(c) Licensee must reproduce and include in all copies of the Licensed Software prepared by Licensee and approved by Licensor the copyright notice(s) and

proprietary legend(s) of Licensor and Licensor's licensors/vendors (if any) as they appear in the Licensed Software supplied to Licensee.

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

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

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

(a) Licensor has the right to furnish the Licensed Software free of all liens, claims, and encumbrances imposed by or through Licensor;

(b) The Licensed Software will perform, on an appropriately configured computer system, in the manner described in Licensor's published documentation. No warranty is provided by Licensor for any thirty-party software;

(c) That Licensor further warrants that the Licensed Software is the latest developed version and edition of said software, and that any subsequent version issued within two years of the date of this contract will be furnished to Licensee at no cost, provided only that the License granted hereunder is in force, under maintenance and support by Licensor, and all fees have been paid by Licensee.

(d) Licensor is not responsible for any obsolescence of the Licensed Software (i) that may result from changes in Licensee's requirements, (ii) from changes in federal, state, or local laws or regulations, or (iii) any operating systems, interface programs, or any third-party software used in conjunction with the Licensed Software.

(e) Licensor's sole responsibility to Licensee or to any third party for any claims, notwithstanding the theory of such claims (e.g., contract, breach of warranty, negligence or otherwise) arising out of errors or omissions in the Licensed Software provided hereunder and caused by Licensor (provided that Licensee shall have promptly notified Licensor of any such errors or omissions), shall be to correct the errors or omissions or replace the Licensed Software with another copy thereof. Licensor does not warrant that the Licensed Software will operate without interruption or error free or that its functions will meet Licensee's particular requirements, now or in the future. Licensee is solely responsible for ensuring the Licensed Software will accommodate its current and anticipated business needs.

(f) Licensor shall not be responsible for, and all warranties shall be void for, any malfunction of the Licensed Software due to Licensee's unauthorized copying or modification of the Licensed Software, failure to properly use the Licensed Software for its intended purpose, or failure to install, use, or maintain the Licensed Software on Licensor-approved equipment.

(g) Licensor shall not be liable to Licensee for errors resulting from defects in, or malfunctions of, the mechanical or electronic equipment used by Licensee in conjunction with the Licensed Software, for Licensee or its agents' failure to follow licensor's instructions, use of non-licensed products with the Licensed Software, or for factors beyond Licensor's ability to control.

(h) It is the intent of the parties that Licensee's sole remedy for breach of warranty or breach of contract be limited to the repair and replacement of defective Licensed Software, and if that cannot be accomplished, then in no event damages exceeding the amounts paid to Licensor for the license fee hereunder or as provided under the Agreement. In the event Licensee recovers insurance proceeds pursuant to licensee's insurance, such proceeds shall constitute a setoff against actual damages claimed by Licensee. It is understood that all costs and expenses of such insurance shall be paid by Licensee.

(i) UNLESS OTHERWISE EXPRESSLY STATED HEREIN, IN NO EVENT WILL

LICENSOR BE RESPONSIBLE FOR SPECIAL, INDIRECT, RELIANCE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY ACT OR OMISSION BY LICENSOR IN CONNECTION WITH THIS ADDENDUM, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER SUCH DAMAGES ARISE IN AN ACTION AT LAW OR IN EQUITY, FOR BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, BREACH OF UCC PROVISIONS, NEGLIGENCE, GROSS NEGLIGENCE, OR INTENTIONAL TORT. FURTHERMORE, LICENSOR SHALL NOT BE LIABLE FOR LICENSEE'S LOST PROFITS, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF SAVINGS, LOSS OF REVENUE, OR FOR EXEMPLARY DAMAGES. THE PROVISIONS HEREOF ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY, FITNESS, OR OTHERWISE. IN THE EVENT THE ABOVE EXCLUSION OF IMPLIED WARRANTIES IS FOUND NOT TO APPLY TO LICENSEE, THEN IN ANY EVENT AND UNDER ANY THEORY OR FORM OF ACTION, LICENSOR'S LIABILITY WILL NOT EXCEED THE AMOUNT OF THE LICENSE FEE PAID BY LICENSEE TO LICENSOR UNDER THIS ADDENDUM OR AS PROVIDED UNDER THE AGREEMENT.

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

8. TERM AND TERMINATION: This Addendum shall become effective on the Effective Date and, unless terminated as set forth below, shall remain in effect until terminated in writing by either party. This License shall automatically terminate if Licensee ceases to be a customer of Licensor or if the Agreement between the Parties terminates.

(a) In the event of Licensee's violation of any covenants or promises in this Addendum, including those relating to copying or distributing the Licensed Software, confidentiality, allowing unauthorized (by Licensor) persons or entities to use or access the

software, competitive use, or any other violation of restrictions protecting Licensor or the Licensed Software, Licensor shall have the right to terminate this Addendum and the license granted herein immediately, to seek injunctive relief, and to obtain all other applicable remedies afforded by law or equity against Licensee.

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

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

9. MAINTENANCE OF LICENSED SOFTWARE: If mutually agreed, Licensor agrees to provide maintenance and support services for the Licensed Software pursuant to the terms and conditions of a separate Support Agreement.

10. EXPORT RESTRICTIONS: This Addendum is made subject to any restrictions concerning the export of the Licensed Software or any part thereof from the United States of America. Licensee shall not export, directly or indirectly, the Licensed Software, not any other technical data received from Licensor, in violation of such laws. Licensee shall not export, transmit, or broadcast, directly or indirectly, the Licensed Software or technical information therefrom acquired from Licensor under this Addendum to any country for which the United States government or any agency thereof at the time of export requires an export license or other governmental approval, without first obtaining the written consent to do so

from Licensor and the United States Department of Commerce and other authorized agencies of the United States government when required by an applicable statute or regulation. Licensee represents and warrants that the Licensed Software will not be provided, either directly or indirectly, to any of the following countries or to any national or resident thereof, unless Licensee has obtained prior written authorization of Licensor and the United States Department of Commerce: Cuba, Libya, Iran, Iraq, Sudan, Syria, North Korea, and any country embargoed by executive order. Upon notice to Licensee, Licensor shall have the right to modify this list to conform to changes in the United States Export Control Regulations.

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

12. INDEMNIFICATION: To the extent provided by law, Licensee shall defend, indemnify, and hold harmless Licensor, its officers, directors, shareholders, employees, agents, and contractors, from and against any loss or liability arising from any claims, suits, demands, or actions (including reasonable attorneys' fees and suit costs) arising out of or relating to the negligent or intentional acts of Licensee, its agents, employees, and independent contractors arising out of or in connection with the use of the Licensed Software by Licensee.

13. TRADEMARK: Licensee hereby acknowledges Licensor's ownership of all right, title and interest in the trademark and name "PropWorks" and all other trademarks, service marks and copyrights of Licensor associated with the Products. Licensee

further acknowledges that it shall acquire no ownership, license, or other interest therein by virtue of this Addendum or the performance by Licensee of its duties and obligations hereunder.

14. GENERAL:

(a) Licensee is solely responsible for reporting and paying any taxes (including sales or use taxes, and property and intangible taxes) resulting from Licensee's acceptance of this license and Licensee's possession and use of the Licensed Software or any equipment or operating system software provided or furnished under this Addendum. Licensor reserves the right to have Licensee pay any such taxes to Licensor as they fall due for remittance to the appropriate authority. Licensee agrees to hold Licensor harmless from all liability arising from Licensee's failure to report or pay such taxes.

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

(c) This Addendum shall be governed by and construed in accordance with the laws of the State of

Florida, without recognition of conflict of law decisions.

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/28/2020

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 BKS Partners 4010 W Boy Scout Blvd Suite 200 Tampa FL 33607	CONTACT NAME: Debbie Coad, CPIA, CIC	
	PHONE (A/C, No, Ext): 813-470-5032 FAX (A/C, No): 813-221-1857 E-MAIL ADDRESS: debbie.coad@bks-partners.com	
INSURED Amadeus Airport IT Americas, Inc 5950 Hazeltine Natl Dr Ste 210 Orlando FL 32822	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hartford Fire Insurance Co.	19682
	INSURER B : Progressive Express Ins. Co.	2962
	INSURER C : The Hartford	1962
	INSURER D : Endurance Amer Spec Ins Co.	41718
	INSURER E : INSURER F :	

COVERAGES CERTIFICATE NUMBER: 586941259 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 SUBR (NSD, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
B B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		08340998-7 02371323-8	10/25/2019 11/7/2019	10/25/2020 11/7/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		XL002123601	10/25/2019	10/25/2020	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D A	Professional Liability/Cyber Crime Policy		7883349-B 21TP0274675-19	1/27/2020 6/21/2019	1/27/2021 6/21/2020	Limit/Aggregate 2,300,000 Limit/Aggregate 3,000,000

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

The excess policy sits over California Auto Liability Only APPLICATION SERVICE PROVIDER

Certificate holder is named as additional insured as respects to general liability as required by written contract, subject to all policy terms, conditions, limitations and exclusions.

CERTIFICATE HOLDER Okaloosa County BOCC Okaloosa County 5749 A Old Bethel Rd Crestview FL 32536 MAR 02 2020 RECEIVED BY Risk Management	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>William P. Joubert</i>
---	---

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/11/2019

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 BKS Partners 4010 W Boy Scout Blvd Suite 200 Tampa FL 33607	CONTACT NAME: Debbie Coad, CPIA, CIC	
	PHONE (AG, Ho, Ext): 813-470-5032 FAX (AG, Ho): 813-221-1857 E-MAIL ADDRESS: debbie.coad@bks-partners.com	
INSURED Amadeus Airport IT Americas, Inc 5950 Hazeltine Natl Dr Ste 210 Orlando FL 32822	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hartford Fire Insurance Co.	19682
	INSURER B : Lloyd's of London	
	INSURER C : Progressive Express Ins. Co.	2962
	INSURER D : The Hartford	1962
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: 841081402 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 INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY		08340998-7 02371323-8	10/25/2019 11/7/2019	10/25/2020 11/7/2020	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		XL002123601	10/25/2019	10/25/2020	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
	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 <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B A	Professional Liability/Cyber Crime Policy		ESH051104548 21TP0274675-19	1/27/2019 6/21/2019	1/27/2020 6/21/2020	Limit/Aggregate 2,300,000 Limit/Aggregate 3,000,000

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

Certificate holder is named as additional insured as respects to general liability as required by written contract, subject to all policy terms, conditions, limitations and exclusions.

CONTRACT# C15-2290-AP
AMADEUS AIRPORT IT AMERICAS, INC
PROPWORKS PROPERTY & REVENUE
MGMT SOFTWARE
EXPIRES: 06/30/2020

CERTIFICATE HOLDER Okaloosa County BOCC CAN

NOV 15 2019

Okaloosa County
5749 A Old Bethel Rd
Crestview FL 32536

Received by
Risk Management

SH: _____
THL: _____
ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
William P. Joubert II

C15-2290-AP X



ADDITIONAL REMARKS SCHEDULE

AGENCY Bolton & Company		NAMED INSURED Amadeus Airport IT Americas 3470 NW 82nd Avenue, Suite 1000 Miami FL 33122	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (03/16)

HOLDER: Okaloosa County

ADDRESS: 5479A Old Bethel Road Crestview FL 32536

Complete Named Insured:

- Amadeus Americas, Inc.
- Amadeus North America, Inc.
- Amadeus Revenue Integrity, Inc.
- Amadeus North America LLC
- Amadeus Global Travel Distribution LLC
- System One Amadeus LLC
- System One Information Management, LLC
- DBA: System One Company
- DBA: System One Amadeus
- System One Amadeus, Inc.
- System One de Mexico, S.A. de C.V.
- Amadeus Mexico, S.A. de C.V.
- Amadeus Global Travel Distribution, Inc.
- System One Honduras, S.A.
- Amadeus Honduras, S.A.
- NMC Marketing, Inc.
- Amadeus Canada
- Vacation.com Corporation
- Travel Associates Network
- Space & Leisure Time, Inc.
- Travelon, Inc.
- Vacation.com Technical Services, Inc.
- Vacation.com Operations, Inc.
- Vacation.com Canada
- Vacation.com Management, Inc.
- Vacation.com, Inc.
- e-Travel, Inc.
- ICSAT, Inc.
- ICSAT HOLDING, INC
- ICSAT US LLC
- Airline Automation, Inc.
- Optims America, Inc.
- Amadeus Guam LLC
- NMTI Holdings, Inc.
- Amadeus Airport IT Americas, Inc.
- Amadeus Global Operations Americas, Inc.
- Navitaire, LLC
- Amadeus Hospitality Americas, Inc.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

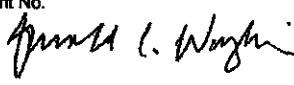
This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION ON WHOSE BEHALF YOU ARE REQUIRED TO OBTAIN THIS WAIVER OF OUR RIGHT TO RECOVER FROM UNDER A WRITTEN CONTRACT OR AGREEMENT. THIS ENDORSEMENT DOES NOT APPLY IN NH, NJ

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	6/1/2019	Policy No.	WC 4 14213784 - CA	Endorsement No.	
Insured	Amadeus Airport IT Americas		WC 4 16250413 - All Other	Pr	
Insurance Company		Countersigned by	_____		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/31/2019

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.

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PRODUCER Bolton & Company 3475 E. Foothill Blvd., Suite 100 Pasadena, CA 91107 www.boltonco.com 0008309		CONTACT NAME: PHONE (A/C, No, Ext): (626) 799-7000 FAX (A/C, No): (626) 583-2117 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: National Fire Insurance Co of Hartford	NAIC # 20478
		INSURER B: Continental Insurance Company	35289
		INSURER C: Valley Forge Insurance Company	20508
		INSURER D: Transportation Insurance Company	20494
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 49059042

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.

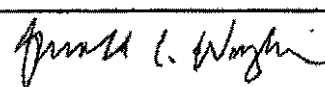
INBR LTR	TYPE OF INSURANCE	ADSL SUBR INBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		4016259886	6/1/2019	6/1/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		4016259919	6/1/2019	6/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0		4017374552	6/1/2019	6/1/2020	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	WC 4 14213784 - CA WC 4 16250413 - All Other	6/1/2019 6/1/2019	6/1/2020 6/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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)

RE: Operations of the Named Insured.
 WC Waiver of Subrogation applies per WC000313484 attached.

CONTRACT: C15-2290-AP
AMADEUS AIRPORT IT AMERICAS, INC.
PROPWORKS
EXPIRES: 04/20/2021

CERTIFICATE HOLDER

Okaloosa County 5479A Old Bethel Road Crestview FL 32536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Ron Wanglin

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ACORD 25 (2016/03)

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ADDITIONAL REMARKS SCHEDULE

AGENCY Bolton & Company		NAMED INSURED Amadeus Airport IT Americas 3470 NW 82nd Avenue, Suite 1000 Miami FL 33122	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (03/18)

HOLDER: Okaloosa County
ADDRESS: 5479A Old Bethel Road Crestview FL 32536

Complete Named Insured:

- Amadeus Americas, Inc.
- Amadeus North America, Inc.
- Amadeus Revenue Integrity, Inc.
- Amadeus North America LLC
- Amadeus Global Travel Distribution LLC
- System One Amadeus LLC
- System One Information Management, LLC
- DBA: System One Company
- DBA: System One Amadeus
- System One Amadeus, Inc.
- System One de Mexico, S.A. de C.V.
- Amadeus Mexico, S.A. de C.V.
- Amadeus Global Travel Distribution, Inc.
- System One Honduras, S.A.
- Amadeus Honduras, S.A.
- NMC Marketing, Inc.
- Amadeus Canada
- Vacation.com Corporation
- Travel Associates Network
- Space & Leisure Time, Inc.
- Travelon, Inc.
- Vacation.com Technical Services, Inc.
- Vacation.com Operations, Inc.
- Vacation.com Canada
- Vacation.com Management, Inc.
- Vacation.com, Inc.
- e-Travel, Inc.
- ICSAT, Inc.
- ICSAT HOLDING, INC
- ICSAT US LLC
- Airline Automation, Inc.
- Optims America, Inc.
- Amadeus Guam LLC
- NMTI Holdings, Inc.
- Amadeus Airport IT Americas, Inc.
- Amadeus Global Operations Americas, Inc.
- Navitaire, LLC
- Amadeus Hospitality Americas, Inc.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION ON WHOSE BEHALF YOU ARE REQUIRED TO OBTAIN THIS WAIVER OF OUR RIGHT TO RECOVER FROM UNDER A WRITTEN CONTRACT OR AGREEMENT. THIS ENDORSEMENT DOES NOT APPLY IN NH, NJ

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 6/1/2019

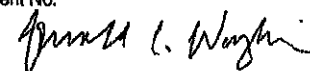
Policy No. WC 4 14213784 - CA

Endorsement No.

Insured Amadeus Airport IT Americas

WC 4 16250413 - All Other

Pr



Insurance Company

Countersigned by _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/22/2018

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.

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PRODUCER
Lykes Insurance, Inc.
P. O. Box 2703
Winter Park FL 32790



CONTACT NAME: Debbie Coad
PHONE (A/C, No, Ext): 813-470-5032 FAX (A/C, No): 813-221-1857
E-MAIL ADDRESS: dcoad@lykesinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Co.	19682
INSURER B : Lloyd's of London	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Amadeus Airport IT Americas, Inc
5950 Hazeltine Natl Dr Ste 210
Orlando FL 32822

COVERAGES

CERTIFICATE NUMBER: 975822521

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
A	<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 checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	21SBQRQ7877	6/1/2018	6/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			21SBQRQ7877	6/1/2018	6/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		21SBQRQ7877	6/1/2018	6/1/2019	EACH OCCURRENCE \$ AGGREGATE \$ \$
	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				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B A	Professional Liability/Cyber Crime Policy			ESG04498871 21 TP 0274675-15	1/27/2018 6/21/2017	1/27/2019 6/21/2018	Limit/Aggregate 1,000,000 Limit/Aggregate 1,000,000

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

APPLICATION SERVICE PROVIDER

Certificate holder is named as additional insured as respects to general liability as required by written contract, subject to all policy terms, conditions, limitations and exclusions.

CIS-2290-AP

CERTIFICATE HOLDER**CANCELLATION**

Okaloosa County
5749 A Old Bethel Rd
Crestview FL 32536

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

William P. Joubert

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/17/2018

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 Lykes Insurance Inc. 400 N. Tampa Street Suite 1900 Tampa FL 33602-4716	CONTACT NAME: Debbie Coad, CPIA	
	PHONE (A/C, No, Ext): 813-470-5032	FAX (A/C, No): 813-221-1857
E-MAIL ADDRESS: dcoad@lykesinsurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Lloyd's of London		
INSURED AIR-ITS-01 Amadeus Airport IT Americas, Inc 5950 Hazeltine Natl Dr Ste 210 Orlando FL 32822	INSURER B: Hartford Fire Insurance Co.	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1327269757

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
B	<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 checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	21SBQRQ7877	6/1/2017	6/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			21SBQRQ7877	6/1/2017	6/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		21SBQRQ7877	6/1/2017	6/1/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	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				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Cyber Privacy			ESG04498871	1/27/2018	1/27/2019	Prof Liability 1,000,000 Cyber Privacy 1,000,000

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

APPLICATION SERVICE PROVIDER

Certificate holder is named as additional insured as respects to general liability as required by written contract, subject to all policy terms, conditions, limitations and exclusions.

CIS-2290-AP

CERTIFICATE HOLDER**CANCELLATION**

Okaloosa County 5749 A Old Bethel Rd Crestview FL 32536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>William P. Joubert</i>
---	--

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CERTIFICATE OF LIABILITY INSURANCE

JAN 31 2018

DATE (MM/DD/YYYY)

1/25/2018

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.

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PRODUCER
Lykes Insurance, Inc.
P. O. Box 2703
Winter Park FL 32790

CONTACT NAME: Debbie Coad
PHONE (A/C, No, Ext): 813-470-5032 FAX (A/C, No): 813-221-1857
E-MAIL ADDRESS: dcoad@lykesinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Co.	19682
INSURER B : Lloyd's of London	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED AIRTR-1
Amadeus Airport IT Americas, Inc
5950 Hazeltine Natl Dr Ste 210
Orlando FL 32822

COVERAGES CERTIFICATE NUMBER: 515899232 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
A	<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 checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	21SBQRQ7877	6/1/2017	6/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			21SBQRQ7877	6/1/2017	6/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		21SBQRQ7877	6/1/2017	6/1/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	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 OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B A	Professional Liability/Cyber Crime Policy			ESG04498871 21 TP 0274675-15	1/27/2018 6/21/2017	1/27/2019 6/21/2018	Limit/Aggregate 1,000,000 Limit/Aggregate 1,000,000

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

APPLICATION SERVICE PROVIDER

Certificate holder is named as additional insured as respects to general liability as required by written contract, subject to all policy terms, conditions, limitations and exclusions.

CIS-2290-AP

CERTIFICATE HOLDER

CANCELLATION

Okaloosa County
5749 A Old Bethel Rd
Crestview FL 32536

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

William P. Joubert



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/31/2017

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PRODUCER Lykes Insurance, Inc. P. O. Box 2703 Winter Park FL 32790		CONTACT NAME: Debbie Coad PHONE (A/C. No. Ext): 813-470-5032 E-MAIL ADDRESS: dcoad@lykesinsurance.com FAX (A/C. No): 813-221-1857	
		INSURER(S) AFFORDING COVERAGE	
INSURED Amadeus Airport IT Americas, Inc 5950 Hazeltine Natl Dr Ste 210 Orlando FL 32822		INSURER A: Hartford Fire Insurance Co. NAIC # 19682 INSURER B: Lloyd's of London INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 216552576** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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 checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	21SBQRQ7877	6/1/2017	6/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			21SBQRQ7877	6/1/2017	6/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	Y		21SBQRQ7877	6/1/2017	6/1/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
	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				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability and Cyber/Privacy Liability			ESE02168609	1/27/2017	1/27/2018	Limit/Aggregate 1,000,000 Limit/Aggregate 1,000,000

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

APPLICATION SERVICE PROVIDER

Certificate holder is named as additional insured as respects to general liability as required by written contract, subject to all policy terms, conditions, limitations and exclusion:

Contract # C15-2290-AP
AMADEUS AIRPORT IT AMERICAS, INC.
PROPWORKS PROPERTY & REVENUE MGMT SOFTWARE
EXPIRES: 06/30/2020

C15-2290-AP

CERTIFICATE HOLDER

Okaloosa County
5749 A Old Bethel Rd
Crestview FL 32536

DESCRIBED POLICIES BE CANCELLED BEFORE HEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

William P. Joubert III

Contract # C15-2290-AP
Amadeus Airport IT Americas, Inc.
PROPworks Property & Revenue MGMT Software
EXPIRES: 6/30/2020

amadeus®

Agreement for Hosted PROPworks

Okaloosa County

Prepared by: Crystal Carvalho

Date: May 3, 2017

Table of Contents

Table of Contents	ii
Agreement for Hosted PROPworks®	iii
Exhibit A – Project Description	vii
Exhibit B – GENERAL SERVICES INSURANCE REQUIREMENTS w/ CYBER LIABILITY	viii
Respondent's Insurance	viii
Workers' Compensation Insurance	viii
Business Automobile and Commercial General Liability Insurance	ix
Limits of Liability	ix
Notice of Claims or Litigation	ix
Indemnification and Hold Harmless	x
Certificate of Insurance	x
General Terms	x
Umbrella Insurance	x

Agreement for Hosted PROPworks®

This Agreement is made as of 07/01/2017 (the "Effective Date") by and between (i) the Okaloosa County. ("CUSTOMER"), 1701 State Rd 85 North, Eglin AFB, FL 32542, and (ii) Amadeus Airport IT Americas, Inc., a Florida corporation with offices at 5950 Hazeltine National Drive., Suite 210, Orlando, Florida 32822 ("Amadeus").

Recitals

WHEREAS Amadeus desires to perform, and Customer desires to have Amadeus perform, PROPworks Property and Revenue Management software implementation and hosting services (collectively, the "Services) for CUSTOMER as an independent contractor to CUSTOMER.

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

1. Services

- a. Performance. Amadeus shall perform the Services, which are PROPworks software implementation and hosting services described in detail in Exhibit A to this Agreement (the "Project Description").
- b. Payment. As compensation for the performance of the Services, CUSTOMER will pay Amadeus a total of \$28,800. Payments will be made monthly, in advance in the amount of \$800, by Customer for a period of 36 months commencing upon contract expiration on June 30, 2017. CUSTOMER will pay each such invoice no later than thirty (30) days pursuant to Florida law, after its receipt. Amadeus' charges are but exclusive of federal, state, municipal or other governmental excise, sales, value-added, use, personal property and occupational taxes, excises, withholding obligations and other levies, and the amount of all payments due hereunder is subject to an increase equal to the amount of any tax Amadeus may be required to collect or pay in connection with the Services other than any tax on the net income of Amadeus.

Description	Monthly	Contract 36-month Totals
Core Modules	\$700	\$25,200
Cash Posting	\$50	\$1,800
Insurance and Sureties	\$50	\$1,800
	\$800	\$28,800

2. Relationship of Parties

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

3. Confidential Information

In connection with this Agreement, CUSTOMER and its employees and agents may have access to private and confidential information owned or controlled by Amadeus relating to equipment, apparatus, programs, software, specifications, drawings, pricing and other data. Similarly, Amadeus and its employees and agents may have access to private and confidential information owned or controlled by CUSTOMER relating to CUSTOMER'S operations and its proprietary computer software. All such information acquired by either party under this Agreement through its employees or agents shall be and remain its owner's exclusive property, and the receiving party shall keep, and shall obligate its employees and agents to keep, any and all such information confidential and, subject to Chapter 119, Florida Statutes, shall not copy or disclose it to others without the owner's prior written approval, and shall return all tangible copies of such information to the owner promptly upon request, provided Amadeus is given advance notification of any such release, disclosure or divulgence. Nothing herein shall limit either party's use or dissemination of information not actually derived from the other party or information which has been or subsequently is made public by the owner or with the owner's consent.

Notwithstanding anything to the contrary herein, or in any exhibit, schedule, attachment, purchase order or any other agreement between the parties to the contrary, the parties agree that Amadeus acknowledges CUSTOMER is subject to Chapter 119, Florida Statutes, and related statutes known as the "Public Records Laws" and that this Agreement and documents related thereto shall be a public record as defined therein. Any specific information that Amadeus claims to be confidential ("Confidential Information") must be clearly identified as such by Amadeus. To the extent consistent with Florida Law, CUSTOMER, shall maintain the confidentiality of all such information marked by Amadeus as confidential. If a request is made to view such Confidential Information, CUSTOMER will notify Amadeus of such request and the date that such records relating to the Confidential Information will be released to the requester unless Amadeus obtains a court order enjoining such disclosure. If Amadeus fails to obtain that court order enjoining disclosure, CUSTOMER will release the requested information on the date specified. Such release of any Confidential Information shall be deemed to be made with Amadeus's consent and will not be deemed to be a violation of law or this Agreement.

4. Termination and Expiration

- i. **Breach.** Either party may terminate this Agreement in the event of a breach by the other party of this Agreement if such breach continues uncured for a period of ten (10) days after written notice. In the event this Agreement is terminated by CUSTOMER due to a breach of this Agreement by Amadeus, CUSTOMER shall pay Amadeus all amounts due and owing up until the date of such breach.
- ii. **Termination for Convenience.** CUSTOMER may terminate this Agreement, with or without cause, by giving not less than thirty (30) days prior written notice to the other party to this Agreement. CUSTOMER shall pay Amadeus all amounts due and owing up until the date of Termination.
- iii. **Expiration.** Unless terminated earlier, this Agreement will expire 36 months from July 1, 2017. At least 90 days before the expiration of the current Agreement Amadeus shall offer to Customer a renewal on substantially similar terms for successive periods to be effective on an anniversary of the Initial Term unless and until terminated.
- iv. **Effect of Termination.** Upon the expiration or termination of this Agreement for any reason, each party will be released from all obligations to the other arising after the date of expiration or notice of termination, except that expiration or termination of this Agreement will not relieve either party of its rights or obligations under Sections 1.ii, 3, 5, and 6, nor will expiration or termination relieve either party of any liability arising from any breach of this Agreement.
- v. **Non-Appropriation of Funds.** Notwithstanding anything herein to the contrary, the obligations of CUSTOMER under this Agreement are subject to the availability of funds lawfully appropriated annually for its purposes and in the event funds are not available, this Agreement may be canceled without penalty by CUSTOMER by giving written notice of such cancellation to Amadeus. Such cancellation of the Agreement will not be deemed to be a breach or default of this Agreement by CUSTOMER.

5. Limitation of Liability

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

6. General

- i. Governing Law; Severability. This Agreement will be governed by and construed in accordance with the laws of the State of Florida excluding that body of law pertaining to conflict of laws. If any provision of this Agreement is for any reason found to be unenforceable, the remainder of this Agreement will continue in full force and effect. Venue for litigation of this Agreement shall be in courts, of competent jurisdiction located in Okaloosa County, Florida.
- ii. Notices. Any notices under this Agreement will be sent by certified or registered mail, return receipt requested, or be recognized express courier to the address specified below or such other address as the party specifies in writing. Such notices will be effective upon receipt as documented by the delivery medium.
- iii. Complete Understanding; Modification. This Agreement, together with Exhibit A, constitutes the complete and exclusive understanding and agreement of the parties and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by the parties hereto.
- iv. Personnel. Amadeus shall, in its operation at CUSTOMER facility under this Agreement, employ or permit the employment of only such personnel as will assure a high standard of service to the public. In the event Amadeus' employees, agents, officers directors, or any other personnel are required to conduct any of the duties or obligations of Amadeus as set forth herein at any other CUSTOMER facility, all such personnel, while at CUSTOMER'S facilities, shall be clean, neat in appearance, (with appropriate identification badge displaying no less than Amadeus and employee name), and courteous at all times. All Amadeus personnel that enter CUSTOMER facility shall do so only in accordance with CUSTOMER'S rules and regulations, and shall be covered under the Amadeus' insurance policies.

7. Ownership of Document

Amadeus agrees that upon completion of the Services, ownership of deliverables, including copies of documents used in implementation, is as set forth in the License and Warranty Agreement.

8. Indemnification

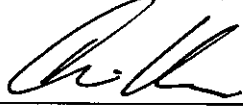
- i. General Indemnity. Amadeus including its employees, agents and subconsultants, shall hold harmless, indemnify, and defend CUSTOMER, its directors, officers, employees, representatives, and agents against any claim, action, loss, damage, injury, liability, cost and expense, of whatsoever kind or nature (including, but not by way of limitation, attorney's fees and court costs) arising out of or incidental to Amadeus's, its employees', agents', and/or subconsultants' performance of this Agreement or work performed thereunder. This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise and shall survive any termination of this Agreement.
- ii. Intellectual Property Indemnity. Amadeus will, at its expense, indemnify, defend and hold harmless all claims, actions or proceedings against CUSTOMER, its directors, officers, members, employees, representatives and agents, based on any allegation that the Services, any product or deliverable generated by the Services, or any part of the Services, constitutes an infringement of any copyright,

patent, trade secret or any other intellectual property right, and will pay all costs (including, but not limited to attorney's fees and court costs), damages, charges, and expenses charged to CUSTOMER by reason thereof. CUSTOMER will give Amadeus written notice of any such claim, action or proceeding and, at the request and expense of Amadeus, FYI will provide Amadeus with available information, assistance and authority for the defense. This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise and shall survive any termination of this Agreement. If in any suit or proceeding, the Services, or any product or deliverable generated by the Services, is held to constitute an infringement and its use is permanently enjoined, Amadeus shall, immediately, make every reasonable effort to secure for CUSTOMER a license, authorizing the continued use of the Service, product or deliverable. If Amadeus fails to secure such a license for CUSTOMER, then Amadeus shall replace the Service, product or deliverable with a non-infringing Service, product or deliverable or modify such Service, product or deliverable in a way satisfactory to CUSTOMER, so that the Service, product or deliverable is non-infringing.

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

AMADEUS AIRPORT IT AMERICAS, INC.

CUSTOMER

By: 

By: 

Title: PRESIDENT & COO

Title: Greg Kisela / Pozchite Dirach

Date: 5/15/17

Date: 5/18/17

By: 

Title: County Administrator

Date: 5/22/17

EXHIBIT A

Sent Via Electronic Mail

Wednesday, May 03, 2017

Ms. Stephanie Herrick
Airports Deputy Director – Finance
Okaloosa County Airports
Email: sherrick@co.okaloosa.fl.us

Dear Ms. Herrick,

This Fixed Price Quote (FPQ) has been prepared in response to your request for pricing on Amadeus PROPworks® (Property and Revenue Management System). Please take care to fully review the following list of assumptions we have used in developing this FPQ:

Project Assumptions:

1. This FPQ is for remotely-hosted Software as a Service (SaaS) subscription services for PROPworks®; a minimum three (3) year subscription is required.
2. This FPQ includes monthly recurring pricing for both the Core and the Optional PROPworks® modules; a minimum three (3) year subscription is required.
3. This FPQ will incur an annual three percent (3%) monthly recurring escalation for subsequent renewals of both the Core and the Optional PROPworks® modules; a minimum three (3) year subscription is required.
4. A Perpetual Use Software License (PUSL) for Amadeus' application software solution is only available on site-based installations; no PUSL is either implied or granted for the remotely-hosted SaaS subscription services included in this FPQ.
5. Airport shall be responsible for taxes of any kind relative to the SaaS subscription services identified in this FPQ.
6. No Amadeus-provided hardware is either required or included in this FPQ.
7. No external internet connectivity is included in this FPQ; Airport to provide.

ITEM	DESCRIPTION	QTY	UNIT	UNIT SELL PRICE	TOTAL EXTENDED SELL PRICE
1	PROPworks® Core Modules	36	MTH	700	25,200
2	PROPworks® Optional Modules: <ul style="list-style-type: none">• Cash Posting• Insurance and Sureties	36	MTH	100	3,600
TOTAL					\$28,800

Project Terms and Conditions:

Standard Payment Terms: Amadeus will invoice Airport monthly for the Core and Optional PROPworks® modules beginning July 1, 2017 for the minimum three (3) year SaaS subscription. All specified payments are due Net-30 days and payable in United States Dollars (USD).

Best regards,
Amadeus Airport IT Americas, Inc.



Crystal-Ann Carvalho
Director, Proposal & Contract Management

Exhibit B – GENERAL SERVICES INSURANCE REQUIREMENTS w/ CYBER LIABILITY

Respondent's Insurance

1. The Respondent shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers licensed to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation.
5. The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual Agreements between the County and the Respondent.
6. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Respondent.
7. The insurance definition of Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the Respondent, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the Respondent to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
9. The designation of Respondent shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
10. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.

Workers' Compensation Insurance

1. The Respondent shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Respondent shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Such insurance shall comply with the Florida Workers' Compensation Law.

3. No class of employee, including the Respondent himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

Business Automobile and Commercial General Liability Insurance

1. The Respondent shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The Respondent shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Respondent shall notify the County representative in writing. The Respondent shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

Limits of Liability

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	LIMIT
1. Worker's Compensation	
2. State	Statutory
3. Employer's Liability	Statutory
4. Business Automobile	\$1,000,000 each occurrence (A combined single limit)
5. Commercial General Liability	\$1,000,000 each occurrence
6. Personal and Advertising Injury	\$1,000,000
7. Products and Completed Operations	\$1,000,000
8. Cyber Liability	\$1,000,000

Notice of Claims or Litigation

The Respondent agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Respondent's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Respondent becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

Indemnification and Hold Harmless

To the fullest extent permitted by law, Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this contract.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

Certificate of Insurance

1. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
4. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Respondent's full responsibility. In particular, the Respondent shall afford full coverage as specified herein to entities listed as Additional Insured.
5. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Respondent has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

General Terms

Any type of insurance or increase of limits of liability not described above which, the Respondent required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the Respondent of any responsibility under this contract.

Should the Respondent engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Respondent hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Respondent under all the foregoing policies of insurance.

Umbrella Insurance

The Respondent shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

1. **LICENSE:** In consideration of the payment of the making of the Agreement between the parties, the receipt and sufficiency of which Licensor acknowledges, Licensor grants Licensee an indivisible, non-exclusive, non-transferable, and revocable, license to use (a) Licensor's computer software described in Schedule "A" in machine-readable form and (b) the related online user manuals and documentation, which together comprise the "Licensed Software," for the term set forth in paragraph 8 below. Licensee is responsible for converting its own data files into data usable by the Licensed Software. Excluded from the Licensed Software is any separately identified third-party software that is not being licensed to Licensee hereunder, and must be independently obtained by Licensee. If applicable, Licensee will be required to acquire a valid third party software license from _____ in order to operate the Licensed Software. This Addendum grant to Licensee is a license to use the Licensed Software only, and is not a sale of the Licensed Software or of any copy or portion thereof. If a user limitation is stated in the Agreement, Licensee may not exceed use by more than said user limitation.

2. **SCOPE OF RIGHTS:** Licensee may:

(a) Install the Licensed Software on computer systems owned, leased, or otherwise controlled by Licensee at its own facilities.

(b) Use the Licensed Software on Licensee's computer systems for the sole purpose of serving the internal needs of Licensee's business, only at the locations specified in Schedule "A."

(c) Make one copy of the Licensed Software (in machine-readable form only) as necessary only for non-productive back-up or archival purposes in accordance with Licensee's standard procedures. For any additional copies made or used by Licensee, Licensee agrees to pay a license fee in respect of such additional copies, as mutually agreed by the parties. Any surplus copies of the Licensed Software and the documentation not needed for Licensee's internal use, back-up, or archival purposes shall be promptly returned to Licensor. No credit shall be given to Licensee for such returned copies of the Licensed Software.

3. **PROHIBITED ACTS AND USES:** Licensee may not use, copy, distribute, publish, recast, translate, modify, change, revise, or alter the Licensed Software, or any copy, adaptation, transcription, derivations, or merged portion thereof, except as expressly authorized by licensor. Licensee may not sell, donate, share, transfer, assign, pledge, encumber, lease, rent, license, or sublicense the Licensed Software, or any portions, derivations, or adaptations hereof, except to a successor-in-interest of Licensee's entire business who assumes, in writing, the obligations of this Addendum. No service bureau work or time-sharing arrangements are permitted unless expressly authorized by the Licensor. Placement on and/or use of the Licensed Software on processors accessible through communication networks using terminals and devices not on Licensee's premises is prohibited.

4. **EQUIPMENT:** The Licensed Software is designed for use on computer hardware specified on Schedule "B." Licensor reserves the right to approve in advance the use by Licensee of any hardware, equipment, communication boards, and peripherals used in conjunction with the Licensed Software. Such approval shall not be unreasonably withheld. Licensee is solely responsible for site preparation and environmental control and stability at the location where the Licensed Software is installed. Licensor has no responsibilities concerning Licensee's facilities or equipment.

5. **LICENSEE'S RESPONSIBILITIES IN USE OF THE LICENSED SOFTWARE:** Licensee shall be responsible for the installation, supervision, management, operation, and control of the Licensed Software, including, but not limited to:

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

(b) Establishing adequate backup and disaster recovery plans;

(c) Implementing sufficient procedures and checkpoints to satisfy Licensee's requirements for security and accuracy of data input and output, as well as restart and recovery, in the event of a malfunction or loss of data;

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

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

6. PROPRIETARY PROTECTION OF LICENSED SOFTWARE:

(a) Licensee acknowledges that the Licensed Software constitutes trade secrets and proprietary data of Licensor and that the Licensed Software contains proprietary products licensed to Licensee, which shall remain the property of Licensor before, during, and after termination of this Addendum. Licensor has sole and exclusive ownership and copyright of all right, title, and interest in the Licensed Software and in any applications, modifications, improvements, or enhancements to the Licensed Software, including ownership of all trade secrets and copyrights pertaining to the Licensed Software and all works derived from the License Software, regardless of the media in which the Licensed Software is contained, recorded, or fixed.

(b) Licensee may not, at any time, disclose or disseminate the trade secrets embodied in the Licensed Software to any person, firm, organization, or employee who does not need to obtain access thereto consistent with Licensee's rights under this Addendum. Under no circumstances may Licensee copy, "unlock," de-compile, disassemble, reverse assemble, or reverse engineer the binary or object code of the Licensed Software, as these terms are generally used in the trade. Under no circumstances may Licensee disclose or disseminate any trade secrets contained in the Licensed Software to any competitor of Licensor. Licensee will devote its best efforts to ensure that all Licensees' personnel and all other persons afforded access to the Licensed Software protect Licensor's copyrights and trade secrets against improper use, dissemination, or disclosure.

(c) Licensee must reproduce and include in all copies of the Licensed Software prepared by Licensee and approved by Licensor the copyright notice(s) and

proprietary legend(s) of Licensor and Licensor's licensors/vendors (if any) as they appear in the Licensed Software supplied to Licensee.

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

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

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

(a) Licensor has the right to furnish the Licensed Software free of all liens, claims, and encumbrances imposed by or through Licensor;

(b) The Licensed Software will perform, on an appropriately configured computer system, in the manner described in Licensor's published documentation. No warranty is provided by Licensor for any thirty-party software;

(c) That Licensor further warrants that the Licensed Software is the latest developed version and edition of said software, and that any subsequent version issued within two years of the date of this contract will be furnished to Licensee at no cost, provided only that the License granted hereunder is in force, under maintenance and support by Licensor, and all fees have been paid by Licensee.

(d) Licensor is not responsible for any obsolescence of the Licensed Software (i) that may result from changes in Licensee's requirements, (ii) from changes in federal, state, or local laws or regulations, or (iii) any operating systems, interface programs, or any third-party software used in conjunction with the Licensed Software.

(e) Licensor's sole responsibility to Licensee or to any third party for any claims, notwithstanding the theory of such claims (e.g., contract, breach of warranty, negligence or otherwise) arising out of errors or omissions in the Licensed Software provided hereunder and caused by Licensor (provided that Licensee shall have promptly notified Licensor of any such errors or omissions), shall be to correct the errors or omissions or replace the Licensed Software with another copy thereof. Licensor does not warrant that the Licensed Software will operate without interruption or error free or that its functions will meet Licensee's particular requirements, now or in the future. Licensee is solely responsible for ensuring the Licensed Software will accommodate its current and anticipated business needs.

(f) Licensor shall not be responsible for, and all warranties shall be void for, any malfunction of the Licensed Software due to Licensee's unauthorized copying or modification of the Licensed Software, failure to properly use the Licensed Software for its intended purpose, or failure to install, use, or maintain the Licensed Software on Licensor-approved equipment.

(g) Licensor shall not be liable to Licensee for errors resulting from defects in, or malfunctions of, the mechanical or electronic equipment used by Licensee in conjunction with the Licensed Software, for Licensee or its agents' failure to follow licensor's instructions, use of non-licensed products with the Licensed Software, or for factors beyond Licensor's ability to control.

(h) It is the intent of the parties that Licensee's sole remedy for breach of warranty or breach of contract be limited to the repair and replacement of defective Licensed Software, and if that cannot be accomplished, then in no event damages exceeding the amounts paid to Licensor for the license fee hereunder or as provided under the Agreement. In the event Licensee recovers insurance proceeds pursuant to licensee's insurance, such proceeds shall constitute a setoff against actual damages claimed by Licensee. It is understood that all costs and expenses of such insurance shall be paid by Licensee.

(i) UNLESS OTHERWISE EXPRESSLY STATED HEREIN, IN NO EVENT WILL

LICENSOR BE RESPONSIBLE FOR SPECIAL, INDIRECT, RELIANCE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY ACT OR OMISSION BY LICENSOR IN CONNECTION WITH THIS ADDENDUM, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER SUCH DAMAGES ARISE IN AN ACTION AT LAW OR IN EQUITY, FOR BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, BREACH OF UCC PROVISIONS, NEGLIGENCE, GROSS NEGLIGENCE, OR INTENTIONAL TORT. FURTHERMORE, LICENSOR SHALL NOT BE LIABLE FOR LICENSEE'S LOST PROFITS, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF SAVINGS, LOSS OF REVENUE, OR FOR EXEMPLARY DAMAGES. THE PROVISIONS HEREOF ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY, FITNESS, OR OTHERWISE. IN THE EVENT THE ABOVE EXCLUSION OF IMPLIED WARRANTIES IS FOUND NOT TO APPLY TO LICENSEE, THEN IN ANY EVENT AND UNDER ANY THEORY OR FORM OF ACTION, LICENSOR'S LIABILITY WILL NOT EXCEED THE AMOUNT OF THE LICENSE FEE PAID BY LICENSEE TO LICENSOR UNDER THIS ADDENDUM OR AS PROVIDED UNDER THE AGREEMENT.

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

8. TERM AND TERMINATION: This Addendum shall become effective on the Effective Date and, unless terminated as set forth below, shall remain in effect until terminated in writing by either party. This License shall automatically terminate if Licensee ceases to be a customer of Licensor or if the Agreement between the Parties terminates.

(a) In the event of Licensee's violation of any covenants or promises in this Addendum, including those relating to copying or distributing the Licensed Software, confidentiality, allowing unauthorized (by Licensor) persons or entities to use or access the

software, competitive use, or any other violation of restrictions protecting Licensor or the Licensed Software, Licensor shall have the right to terminate this Addendum and the license granted herein immediately, to seek injunctive relief, and to obtain all other applicable remedies afforded by law or equity against Licensee.

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

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

9. MAINTENANCE OF LICENSED SOFTWARE: If mutually agreed, Licensor agrees to provide maintenance and support services for the Licensed Software pursuant to the terms and conditions of a separate Support Agreement.

10. EXPORT RESTRICTIONS: This Addendum is made subject to any restrictions concerning the export of the Licensed Software or any part thereof from the United States of America. Licensee shall not export, directly or indirectly, the Licensed Software, not any other technical data received from Licensor, in violation of such laws. Licensee shall not export, transmit, or broadcast, directly or indirectly, the Licensed Software or technical information therefrom acquired from Licensor under this Addendum to any country for which the United States government or any agency thereof at the time of export requires an export license or other governmental approval, without first obtaining the written consent to do so

from Licensor and the United States Department of Commerce and other authorized agencies of the United States government when required by an applicable statute or regulation. Licensee represents and warrants that the Licensed Software will not be provided, either directly or indirectly, to any of the following countries or to any national or resident thereof, unless Licensee has obtained prior written authorization of Licensor and the United States Department of Commerce: Cuba, Libya, Iran, Iraq, Sudan, Syria, North Korea, and any country embargoed by executive order. Upon notice to Licensee, Licensor shall have the right to modify this list to conform to changes in the United States Export Control Regulations.

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

12. INDEMNIFICATION: To the extent provided by law, Licensee shall defend, indemnify, and hold harmless Licensor, its officers, directors, shareholders, employees, agents, and contractors, from and against any loss or liability arising from any claims, suits, demands, or actions (including reasonable attorneys' fees and suit costs) arising out of or relating to the negligent or intentional acts of Licensee, its agents, employees, and independent contractors arising out of or in connection with the use of the Licensed Software by Licensee.

13. TRADEMARK: Licensee hereby acknowledges Licensor's ownership of all right, title and interest in the trademark and name "PropWorks" and all other trademarks, service marks and copyrights of Licensor associated with the Products. Licensee

further acknowledges that it shall acquire no ownership, license, or other interest therein by virtue of this Addendum or the performance by Licensee of its duties and obligations hereunder.

14. GENERAL:

(a) Licensee is solely responsible for reporting and paying any taxes (including sales or use taxes, and property and intangible taxes) resulting from Licensee's acceptance of this license and Licensee's possession and use of the Licensed Software or any equipment or operating system software provided or furnished under this Addendum. Licensor reserves the right to have Licensee pay any such taxes to Licensor as they fall due for remittance to the appropriate authority. Licensee agrees to hold Licensor harmless from all liability arising from Licensee's failure to report or pay such taxes.

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

(c) This Addendum shall be governed by and construed in accordance with the laws of the State of

Florida, without recognition of conflict of law decisions.

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

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

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

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

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/20/2015

Contract/Lease Control #: C15-2290-AP

Bid #:

Contract/Lease Type: CONTRACT

Award To/Lessee: AIR-TRANSPORT IT

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/01/2014

Term: 07/01/2017

Description of Contract/Lease: PROPWORKS PROPERTY & REVENUE MGMT SOFTWARE

Department: AP

Department Monitor: HARMAN

Monitor's Telephone #: 850-651-7160

Monitor's FAX # or E-mail: SHARMAN@CO.OKALOOSA.FL.US

Closed: _____

cc: Finance Department Contracts & Grants Office

C15-2290-AP

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: C15-1953-AP Tracking Number: 1057-14
 Grant Funded: YES ___ NO X
 Contractor/Lessee Name: Air Transport IT Svcs
 Purpose: PRP works Property & Revenue Agent Software
 Date/Term: July 1, 2014 for 36 months 1. GREATER THAN \$50,000
 Amount: \$ 800/month for total of \$28,800 2. GREATER THAN \$25,000
 Department: AP 3. \$25,000 OR LESS
 Dept. Monitor Name: Karen/Moran
 Document has been reviewed and includes any attachments or exhibits.

Purchasing Review

Procurement requirements are met:
[Signature] Date: 8-5-14
 Purchasing Director or Designee Joanne Kublik

Risk Management Review

Approved as written:
[Signature] Date: 4-20-15
 Risk Manager or designee

County Attorney Review *Subject to comments (GTS)

Approved as written:
[Signature] Date: 8-5-14
 County Attorney Gregory T. Stewart

Following Okaloosa County approval:

Contracts & Grants

Document has been received:
[Signature] Date: 4-22-15
 Contracts & Grants Manager

C15-2290-AP

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: C15-1953-AP Tracking Number: 1057-14
 Grant Funded: YES ___ NO X
 Contractor/Lessee Name: Air Transport IT Svs
 Purpose: PRBP works Property & Revenue Argmt Software
 Date/Term: July 1, 2014 for 36 months 1. GREATER THAN \$50,000
 Amount: \$ 800/month for a total of \$28,800 2. GREATER THAN \$25,000
 Department: AP 3. \$25,000 OR LESS
 Dept. Monitor Name: Kerman/Mcner
 Document has been reviewed and includes any attachments or exhibits.

Purchasing Review

Procurement requirements are met:
[Signature] Date: 8-5-14
 Purchasing Director or Designee Joanne Kublik

Risk Management Review

Approved as written:
 _____ Date: _____
 Risk Manager or designee

County Attorney Review *Subject to comments (GTS)

Approved as written:
[Signature] Date: 8-5-14
 County Attorney Gregory T. Stewart

Following Okaloosa County approval:

Contracts & Grants

Document has been received:
 _____ Date: _____
 Contracts & Grants Manager

AGREEMENT FOR HOSTED PROPWORKS

This Agreement is made as of July 01, 2014 (the "Effective Date") by and between (i) the Okaloosa County, ("CUSTOMER"), 1701 State Rd 85 North, Eglin AFB, FL 32542, and (ii) Air-Transport IT Services, Inc., a Florida corporation with offices at 5950 Hazeltine National Drive., Suite 210, Orlando, Florida 32822 ("AIRIT").

RECITALS

WHEREAS AIRIT desires to perform, and Customer desires to have AIRIT perform, PROPworks Property and Revenue Management software implementation and hosting services (collectively, the "Services) for CUSTOMER as an independent contractor to CUSTOMER.

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

1. Services

1.1 Performance. AIRIT shall perform the Services, which are PROPworks software implementation and hosting services described in detail on Exhibit A to this Agreement (the "Project Description").

1.2 Payment. As compensation for the performance of the Services, CUSTOMER will pay AIRIT A total of \$28,800. Payments will be made monthly, in advance in the amount of \$800, by Customer for a period of 36 months commencing upon System commissioning. CUSTOMER will pay each such invoice no later than thirty (30) days pursuant to Florida law, after its receipt. AIRIT's charges are but exclusive of federal, state, municipal or other governmental excise, sales, value-added, use, personal property and occupational taxes, excises, withholding obligations and other levies, and the amount of all payments due hereunder is subject to an increase equal to the amount of any tax AIRIT may be required to collect or pay in connection with the Services other than any tax on the net income of AIRIT.

Description	Monthly	Contract Totals
Core Modules	\$700	\$25,200
Cash Posting	\$50	\$1,800
Insurance & Sureties	\$50	\$1,800
	\$800	\$28,800

2. Relationship of Parties

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

3. Confidential Information

In connection with this Agreement, CUSTOMER and its employees and agents may have access to private and confidential information owned or controlled by AIRIT relating to equipment, apparatus, programs, software, specifications, drawings, pricing and other data. Similarly, AIRIT and its employees and agents may have access to private and confidential information owned or controlled by CUSTOMER relating to CUSTOMER'S operations and its proprietary computer software. All such information acquired by either party under this Agreement through its employees or agents shall be and remain its owner's exclusive property, and the receiving party shall keep, and shall obligate its employees and agents to keep, any and all such information confidential and, subject to Chapter 119, Florida Statutes, shall not copy or disclose it to others without the owner's prior written approval, and shall return all tangible copies of such information to the owner promptly upon request, provided AIRIT is given advance notification of any such release, disclosure or divulgence. Nothing herein shall limit either party's use or dissemination of information not actually derived from the other party or information which has been or subsequently is made public by the owner or with the owner's consent.

CONTRACT # C15-2290-AP
AIR-TRANSPORT IT SERVICES, INC.
PROPWORKS
EXPIRES: 07/01/2017

Notwithstanding anything to the contrary herein, or in any exhibit, schedule, attachment, purchase order or any other agreement between the parties to the contrary, the parties agree that AIRIT acknowledges CUSTOMER is subject to Chapter 119, Florida Statutes, and related statutes known as the "Public Records Laws" and that this Agreement and documents related thereto shall be a public record as defined therein. Any specific information that AIRIT claims to be confidential ("Confidential Information") must be clearly identified as such by AIRIT. To the extent consistent with Florida Law, CUSTOMER, shall maintain the confidentiality of all such information marked by AIRIT as confidential. If a request is made to view such Confidential Information, CUSTOMER will notify AIRIT of such request and the date that such records relating to the Confidential Information will be released to the requester unless AIRIT obtains a court order enjoining such disclosure. If AIRIT fails to obtain that court order enjoining disclosure, CUSTOMER will release the requested information on the date specified. Such release of any Confidential Information shall be deemed to be made with AIRIT's consent and will not be deemed to be a violation of law or this Agreement.

4. Termination and Expiration

4.1 Breach. Either party may terminate this Agreement in the event of a breach by the other party of this Agreement if such breach continues uncured for a period of ten (10) days after written notice. In the event this Agreement is terminated by CUSTOMER due to a breach of this Agreement by AIRIT, CUSTOMER shall pay AIRIT all amounts due and owing up until the date of such breach.

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

4.3 Expiration. Unless terminated earlier, this Agreement will expire 36 months from "Go-live" date. At least 90 days before the expiration of the current Agreement AIRIT shall offer to Customer a renewal on substantially similar terms for successive periods to be effective on an anniversary of the Initial Term unless and until terminated.

4.4 System Acceptance. Acceptance is defined as the "Go-Live" date and the software is accessible to the airport.

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

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

5. Limitation of Liability

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

6. General

6.1 Governing Law; Severability. This Agreement will be governed by and construed in accordance with the laws of the State of Florida excluding that body of law pertaining to conflict of laws. If any provision of this Agreement is for any reason found to be unenforceable, the remainder of this Agreement will continue in full force

and effect. Venue for litigation of this Agreement shall be in courts, of competent jurisdiction located in Okaloosa County, Florida.

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

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

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

7. **Ownership of Documents**. AIRIT agrees that upon completion of the Services, ownership of deliverables, including copies of documents used in implementation, is as set forth in the License and Warranty Agreement.

8. **Indemnification**

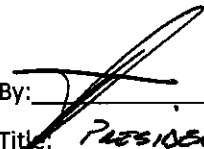
8.1 General Indemnity. AIRIT including its employees, agents and subconsultants, shall hold harmless, indemnify, and defend CUSTOMER, its directors, officers, employees, representatives, and agents against any claim, action, loss, damage, injury, liability, cost and expense, of whatsoever kind or nature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

8.2 Intellectual Property Indemnity. AIRIT will, at its expense, indemnify, defend and hold harmless all claims, actions or proceedings against CUSTOMER, its directors, officers, members, employees, representatives and agents, based on any allegation that the Services, any product or deliverable generated by the Services, or any part of the Services, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right, and will pay all costs (including, but not limited to attorney's fees and court costs), damages, charges, and expenses charged to CUSTOMER by reason thereof. CUSTOMER will give AIRIT written notice of any such claim, action or proceeding and, at the request and expense of AIRIT, FYI will provide AIRIT with available information, assistance and authority for the defense. This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise and shall survive any termination of this Agreement. If in any suit or proceeding, the Services, or any product or deliverable generated by the Services, is held to constitute an infringement and its use is permanently enjoined, AIRIT shall, immediately, make every reasonable effort to secure for CUSTOMER a license, authorizing the continued use of the Service, product or deliverable. If AIRIT fails to secure such a license for CUSTOMER, then AIRIT shall replace the Service, product or deliverable with a non-infringing Service, product or deliverable or modify such Service, product or deliverable in a way satisfactory to CUSTOMER, so that the Service, product or deliverable is non-infringing.

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

AIR-TRANSPORT IT SERVICES, INC.

CUSTOMER

By: 
Title: PRESIDENT
Date: 8/22/14

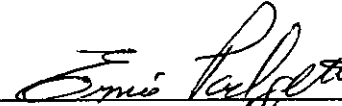
By: 
Title: County Administrator
Date: 9/29/14

EXHIBIT A
Project Description

All information contained in this document is proprietary and confidential between Air-Transport IT Services, Inc. (AirIT) and the Okaloosa County Airports (Airports). Any unauthorized release, reproduction and/or distribution of this information is expressly prohibited without the advance written approval of Air-Transport IT Services, Inc.



Air-Transport IT Services, Inc.
5950 Hazeltine National Dr. - Suite 210
Orlando, FL 32822
Phone: 407-370-4664
Fax: 407-370-4657

Reference: 03OCT2013-MS

October 3, 2013

Ms. Terri King
Airports Financial Specialist
Okaloosa County Airports
(Sent via email: tking@co.okaloosa.fl.us)

Dear Ms. King:

This Fixed Price Quote (FPQ) has been prepared in response to your request for pricing on AirIT's Property, Lease & Revenue Management solution (PROPworks®). Please take care to fully review the following list of assumptions we have used in developing this FPQ:

Project Assumptions:

1. This FPQ is for remotely-hosted Software as a Service (SaaS) subscription services for PROPworks®; a minimum three (3) year subscription is required.
2. This FPQ includes a set up fee for AirIT-provided PROPworks® Professional Services (i.e. – consulting, configuration and training); a minimum three (3) year subscription is required. The set up fee is payable either on a one-time basis at time of the SaaS subscription or evenly distributed over the three (3) year term; early customer termination of the three (3) year SaaS subscription term would require payment of remaining unpaid balance of set up fee if the distributed option is chosen.
3. This FPQ includes monthly recurring pricing for both the Core and the Optional PROPworks® modules; a minimum three (3) year subscription is required.
4. This FPQ identifies an annual three percent (3%) monthly recurring escalation for both the Core and the Optional PROPworks® modules; a minimum three (3) year subscription is required.
5. A Perpetual Use Software Licenses (PUSL) for AirIT's application software solutions is only available on site-based installations; no PUSL is either implied or granted for the remotely-hosted SaaS subscription services included in this FPQ.
6. Airports shall be responsible for taxes of any kind relative to the SaaS subscription services identified in this FPQ.
7. No AirIT-provided hardware is either required or included in this FPQ; Airports to provide.
8. No external internet connectivity is included in this FPQ; Airports to provide.



AirIT is a wholly-owned subsidiary of Praport – Frankfurt Airport Services Worldwide



DESCRIPTION	QTY	UNIT	UNIT PRICE (WITHOUT TAX)	TOTAL EXTENDED PRICE (WITHOUT TAX)
PROPworks® Set Up Fee (One-Time Option)	1	LOT	\$ 25,000.00	\$ 25,000.00
PROPworks® Set Up Fee (Monthly Option)	1	LOT	\$ 694.44	\$ 25,000.00
PROPworks® Core Modules (Monthly): <ul style="list-style-type: none"> • Agreement Management • Company & Contact management • Billing & Invoicing • Sales Management 	1	LOT	\$ 700.00	\$ 700.00
PROPworks® Optional Module (Monthly): <ul style="list-style-type: none"> • Cash Posting PROPworks® Optional Module (Monthly): <ul style="list-style-type: none"> • Insurance & Sureties Management 	1	LOT	\$ 100.00	\$ 100.00

Project Terms and Conditions:

Standard Payment Terms: AirT will invoice Airports for the set up fee upon based upon option selected (i.e. – one-time or evenly distributed over the three (3) year SaaS subscription term) then, monthly, for the Core and each of the Optional PROPworks® modules selected by Airports commencing with the first (1st) month of system usage for the minimum three (3) year SaaS subscription. All specified payments are due Net-30 days and payable in United States Dollars (USD). Please note that this FPQ shall remain valid for sixty (60) days.

Respectfully,

Air-Transport IT Services, Inc.

Mark Sapp
SVP Business Development

CC: Chris Keller
Erin Bockelman



Warranty & License

PROPworks® **License and Warranty**



1. **License.** CUSTOMER shall be considered to have a nonexclusive, nontransferable license to use PROPWORKS_® (hereinafter "PROPWORKS_® Software"), as identified in Exhibit "A", developed by Air-Transport IT Services, Inc. (hereinafter "AIRIT"), documentation, manuals, and on-line materials. The PROPWORKS_® software is copyrighted and licensed (not sold). CUSTOMER is permitted to grant use of the PROPWORKS_® and database on a computer owned, leased or otherwise controlled by CUSTOMER with a single database up to the concurrent or named user license counts indicated in the purchase agreement between AIRIT and CUSTOMER (subject to any license limitations between CUSTOMER and other third parties). CUSTOMER has the right to modify or extend the business systems using the "user definable" features of the software provided by AIRIT, with the limitations and warranty implications described herein. CUSTOMER has no rights to lease, sell, sublicense, pledge, rent, share or transfer this software or license to any other entity. CUSTOMER is not permitted to reverse engineer, decompile, disassemble or otherwise translate the software.
2. **Product Source Code and Materials.** CUSTOMER accepts responsibility for limiting distribution and use of the PROPWORKS_® software to only authorized CUSTOMER personnel. AIRIT maintains the PROPWORKS_® source code in an escrow agreement for the benefit of CUSTOMER.
3. **Copyright.** The PROPWORKS_® software licensed to CUSTOMER and further enhanced or extended under the terms of any other agreement between the CUSTOMER and AIRIT, including documentation, database design, training materials, and on-line information, and copyrights thereto, is owned and copyrighted by Air-Transport IT Services, Inc. These materials and items are protected by intellectual property laws including trade secrets, copyright laws and international treaty provisions. This license does not convey to CUSTOMER an interest in or to the software but only a limited right of use revocable in accordance with the terms herein. The parties agree to execute documents deemed necessary to vest ownership thereof in Air-Transport IT Services, Inc. CUSTOMER may make unlimited copies of the installed software and databases for backup or archival purposes. CUSTOMER may make additional unlimited copies of any printed or on-line materials and documentation accompanying the software for its own internal operating or training usage. Any such copies of the software and documentation shall include AIRIT's copyright and other proprietary notices.
4. **License Fees.** The license fees paid by CUSTOMER are paid in consideration of the licenses granted under this License. The agreed upon license fees for the PROPWORKS_® Software are due and payable not later than CUSTOMER's execution of the AIRIT order form or this License and Warranty, whichever is earlier. License fees are exclusive of all federal, state, provincial, municipal, or other governmental excise, sales, value added, use, personal property and occupational taxes, excises, withholding obligations and other levies now in force or enacted in the future and, accordingly, the amount of all payments hereunder is subject to an increase equal to the amount of any tax AIRIT may be required to collect or pay in connection with the PROPWORKS_® software and related services.
5. **Term and Termination.** This license is effective upon complete execution of this Agreement. CUSTOMER may terminate this license at any time by returning the software, database, and documentation and all copies to AIRIT. AIRIT may terminate this license upon breach by CUSTOMER of any term provided that the CUSTOMER has been advised of any breach in writing and has failed to cure such breach within thirty (30) days after the date of written notice. Upon termination by AIRIT, CUSTOMER shall return to AIRIT the software, database, documentation and all copies.
6. **Limited Warranty.**
 - (a) AIRIT will warrant for CUSTOMER'S benefit alone, the PROPWORKS_® software and delivery media to be free of defects for a period of 90 days (the "warranty period") following the Commencement Date. ("Commencement Date" shall mean the date on which the PROPWORKS_® software is delivered by AIRIT to the CUSTOMER, or if no Delivery is necessary, the effective date of the Purchase Order.) This warranty shall be interpreted to mean that the software performs substantially in accordance with documentation provided with the PROPWORKS_®. AIRIT shall repair all application software defects reported during the warranty period free of charge. The foregoing is CUSTOMER'S sole and exclusive remedy for breach by AIRIT of the warranty made under this Section 6(a).
 - (b) AIRIT will warrant, for CUSTOMER'S benefit alone, that the PROPWORKS_® software and delivery media shall, at all times and under all circumstances during the warranty period and during any subsequent period when CUSTOMER subscribes to AIRIT's Support and Maintenance Agreement, capable of operating correctly and consistently with dates and times, and date and time ranges in and beyond the year 2000, and date and time ranges spanning periods before and after 0:00 hours on January 1, 2000 in a manner identical to that in which it operates with dates, time, and date and time ranges prior to the year 2000; and, in particular, shall be capable of recognizing the year 2000 as a leap year and as the year immediately following the year 1999 for all purposes. AIRIT shall repair, free of charge, all failures by the PROPWORKS_® Software to perform in accordance with the warranty given in this Section 6(b) which are reported during the period covered by this warranty; provided, however, that AIRIT shall have no liability or other responsibility for any failure by PROPWORKS_® software to perform in accordance with the warranty given in this Section 6(b) which is caused or otherwise attributable to any product or component not supplied by AIRIT with which CUSTOMER uses the PROPWORKS_® software. The foregoing is CUSTOMER'S sole and exclusive remedy for breach by AIRIT of the warranty made under this Section 6(b).
 - (c) EXCEPT FOR THE WARRANTIES SET FORTH ABOVE, THE PROPWORKS_® SOFTWARE, DOCUMENTATION, MANUALS AND ON-LINE MATERIALS, ARE PROVIDED WITHOUT ANY OTHER WARRANTIES. AIRIT DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
7. **Limitation of Liability.** AIRIT's cumulative liability to CUSTOMER or any other party for any loss or damage resulting from any claims, demands or actions arising out of or



PROPworks®
License and Warranty



- relating to this agreement shall not exceed the license fees paid to AIRIT. In no event will AIRIT be liable for any indirect, special, incidental, consequential or exemplary pecuniary loss or damages arising out of the use or inability to use the PROPWORKS® software even if AIRIT has been advised of the possibility of such damages. Specifically, AIRIT shall not be responsible for any costs including, but not limited to, loss of profits or revenue, loss of use of the PROPWORKS® software, or loss of data. In addition, after the warranty period, AIRIT will not be liable for performing recovery services due to the failure of software or data. In no event will AIRIT's liability to CUSTOMER arising out of or in connection with this Agreement, whether arising out of breach of contract or tort, exceed the total license fees actually paid to AIRIT by CUSTOMER hereunder.
8. **Conditions Which Void Warranty.** The requirement to repair under the warranty described above shall immediately be voided if CUSTOMER, via its personnel or any of its representatives, make any modifications to the PROPWORKS® software not specifically enabled by its design and documented in its printed specifications, manuals, and training materials. Furthermore, the warranty shall be voided if CUSTOMER, via its personnel or any of its representatives, corrupts the system database or renders the database unusable by making database modifications or updates which are not specifically enabled by the application software, or described as acceptable administrative activities in the system documentation or training materials.
 9. **Warranty and Liability for Additional Work.** The above Sections 1 through 8 shall also apply to enhancements and extensions to the PROPWORKS® software commissioned by CUSTOMER and performed by AIRIT. Extensions and enhancements for the PROPWORKS® software shall be defined to be functionality, features, or interfaces requested by CUSTOMER which are not included in the standard PROPWORKS® software. The 90 day warranty period for any additional work shall begin on the day CUSTOMER accepts each extension and/or enhancement, or defined set of extensions and enhancements authorized under a separate Agreement or Purchase Order.
 10. Should any sections following this Section 10 in this License Agreement conflict with a section in an attached Agreement or Purchase Order, said following in this License Agreement shall control.
 11. **Waiver.** The failure of any party to enforce any of the terms of this License and Warranty shall not constitute a waiver of that party's right thereafter to enforce any such term or upon notice, to require correction of a default previously waived.
 12. **Export of Products.** Customer who exports software, databases or documentation assumes liability for complying with applicable laws and regulations and for obtaining required export and import authorizations. Customer will not export or re-export software, databases or documentation or any technical data in violation of applicable export regulations.
 13. **Entire Agreement.** This License and Warranty together with any attached AIRIT Agreement constitute the entire agreement between the parties relating to the subject matter contained in it and supersede all prior and contemporaneous representations, agreements, or understandings between the parties. No amendment of this License and Warranty shall be binding unless executed in writing by the parties.
 14. **Severability.** If any part, term or condition of this License and Warranty is held void or unenforceable, such part shall be treated as severed, leaving void the remainder, and a new, enforceable provision shall be substituted therefor which accomplishes the intent of the severed provision as nearly as practicable.
 15. **Notices.** All notices required or permitted under the License and Warranty shall be in writing and will be effective when (i) deposited in the U.S. Mail, certified, return receipt requested, postage prepaid or (ii) forwarded by reputable express courier providing written receipt of delivery and addressed to the parties at their respective addresses set forth below, or such other address designated in writing.
 16. **Assignment.** This Agreement shall not be assigned by CUSTOMER without the prior written consent of AIRIT, such consent not to be unreasonably withheld.
 17. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida without regard to conflicts of laws provisions.
 18. **Confidentiality.** CUSTOMER shall maintain the confidentiality of all information provided to CUSTOMER by AIRIT which relates to the PROPWORKS® Software, and shall not release, disclose or divulge any such information without the prior written consent of the AIRIT. CUSTOMER may only use and copy such confidential information as necessary for use of the PROPWORKS® Software as permitted by this License and Warranty Agreement and for no other purpose. CUSTOMER may disclose confidential information to its employees on a "need-to-know" basis, provided that it shall first instruct such employees to maintain the confidentiality thereof. CUSTOMER may also disclose confidential information to its subcontractors, provided that each subcontractor shall first execute a nondisclosure covenant equivalent to this provision. The foregoing covenant shall not include information that is or becomes part of the public domain through no act or omission on the part of CUSTOMER.

