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CITY OF ST. LOUIS

SERVICE AGREEMENT FOR

NOISE MONITORING AND TRANSPONDER EQUIPMENT

& SOFTWARE MAINTENANCE SERVICES

LAMBERT- ST. LOUIS INTERNATIONAL AIRPORT®

CONTRACT NO.: 69554

CONTRACT NOT-TO- EXCEED AMOUNT: $709,196.00

CONTRACTOR: Harris Corporation
12930 Worldgate Drive
Herndon, Virginia 20170

FEDERAL I.D. #: 52-1597904

garvinm@stlouis-mo.gov
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ESTIMATED ANNUAL ENCUMBRANCES:

FY 2015-2016	$103,674.00
FY 2016-2017	$236,982.00
FY 2017-2018	$244,090.00
FY 2018-2019	$124,450.00

CONTRACT AUTHORIZED BY: ORDINANCE NO. 69985
BUDGET ACCOUNT: ~~5635, 5638~~ 5650

91 NOT ENOUGH

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT
ST. LOUIS, MISSOURI

CITY OF ST. LOUIS

SERVICE AGREEMENT FOR

NOISE MONITORING AND TRANSPONDER EQUIPMENT

& SOFTWARE MAINTENANCE SERVICES

LAMBERT- ST. LOUIS INTERNATIONAL AIRPORT®

This Agreement, made and entered into this 16th day of February, 2016 ("**Agreement**"), by and between the City of St. Louis, a municipal corporation of the State of Missouri (the "**City**") and Harris Corporation ("**Contractor**").

WITNESSETH THAT:

WHEREAS, City owns and operates Lambert-St. Louis International Airport (the "**Airport**"); and

WHEREAS, City seeks to contract with the Contractor for Noise Monitoring and Transponder Equipment & Software Maintenance Services as more fully described herein.

NOW, THEREFORE, in consideration of the payments, terms, conditions, agreements, hereinafter set forth, to be made and performed by City, the Contractor hereby promises and agrees that it will faithfully perform all the services called for by this Agreement, in the manner and under the terms, covenant, and conditions hereinafter set forth.

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Symphony Master License and Service Agreement
Harris Corporation
and
Lambert – St. Louis International Airport

This is a NextGen Surveillance Data Feed ("**NextGen Data**") and/or Master Software License and Service Agreement (the "**Agreement**") with an effective date of January 1, 2016 between Harris Corporation, Critical Networks business segment having a place of business at 12930 Worldgate Drive, Herndon, VA 20170 ("**Harris**") and the Lambert-St. Louis International Airport, a municipal corporation of the State of Missouri having a place of business at 10701 Lambert International Blvd., St. Louis, MO 63145 ("**Licensee**"). Harris and Licensee may collectively be referred to herein as the "**Parties**", or singularly as a "**Party**", under which Harris agrees to license NextGen Data and/or software in Attachment B on a nonexclusive basis to Licensee under the terms and conditions stated below. This product/service is intended to be used solely by the Licensee. This product/service is not available or intended for resale as standalone data in its original form or any derivation thereof.

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Article 1 - Recitals

WHEREAS, Harris owns and operates a national surveillance network providing Automatic Dependent Surveillance – Broadcast (ADS-B) services and software under contract to the US Government; and

WHEREAS, Harris owns and operates a national network of service delivery points at Federal Aviation Administration (FAA) air traffic control facilities to which Harris delivers ADS-B data to the US Government and from which the US Government provides Harris with radar surveillance data; and

WHEREAS, Harris and the US Government have agreed and codified under contract that the distribution of air and ground surveillance data under strict controls to responsible users could potentially provide significant benefit to such users and the U.S. flying public; and

WHEREAS, Harris has integrated the NextGen Data into its Symphony® OpsVue™ (OpsVue), NextVue ™ (NextVue), Symphony MobileVue® (MobileVue), Symphony EnvironmentalVue® (EnvironmentalVue), Symphony® PublicVue ™ (PublicVue), Symphony® ReportVue (ReportVue), Symphony RevenueVue® (RevenueVue) and Symphony® Contours (Contours) product(s); and

WHEREAS, Licensee desires to license the Software and/or NextGen Surveillance Data Feed as set forth herein and/or in Attachment B and Harris desires to provide such service; and

WHEREAS, subject to the terms and conditions of this Agreement, including attachments, Harris agrees to grant Licensee a non-exclusive, limited, and revocable right to use the Software and/or NextGen Data as specified in Attachment B.

WHEREAS, the Scope of Services for initial products and services contracted is listed in Attachment B, and Scope of Services for optional related products and services listed in Attachment D may be added through a mutually executed Change Order to the Agreement.

WHEREAS, effective May 29th, 2015, the transaction whereby Harris Corporation acquired Exelis Inc. was completed and as a result, Exelis Inc. is a wholly-owned subsidiary of Harris Corporation. At this time, the business unit structures and associated legal entities of Harris and Exelis will remain intact for bidding and performance purposes.

WHEREAS, all Attachments to this Agreement are attached hereto, incorporated by reference, and made part of this Agreement.

Article 2 - Definitions

All definitions and specific terms for this Agreement are set forth in Attachment A.

Article 3 - License(s) General Terms and Conditions

Harris agrees to grant Licensee a non-exclusive, limited, and revocable right to use the Software and/or NextGen Data as specified in Attachment B based on the Terms and Conditions herein.

3.1 Proprietary Rights and Confidentiality

The Software was developed at private expense. Use, duplication or disclosure of the Software is subject to the restrictions as set forth under this Agreement as well as in the Commercial Computer Software -- Restricted Rights Clause at FAR 52.227-19(c) (2), FAR 52.227-14 (Alt. III), DFARS 252.227-7013 and/or DFARS 252.227-7014, and AMS 3.5-18, as applicable.

All right, title and interest, including, without limitation to all Intellectual Property Rights NextGen Data, Software and related documents and materials is owned by Harris and/or its licensors and is protected by United States copyright laws and international treaty provisions. Licensee acknowledges that the NextGen Data and/or Software and all Related Materials are licensed to Licensee and that no title of ownership is transferred to Licensee. The NextGen Data and/or the Software, its enhancements and modifications, major and minor releases, all related materials, and all supporting documentation constitute valuable proprietary property of Harris and its licensors and all title and ownership rights in the NextGen Data and/or Software and related materials remain exclusively with Harris and its licensors.

Harris and its licensors reserve all rights with respect to the Software, its Enhancements and modifications, major and minor releases, all related materials and all supporting documentation under all laws of the United States of America and other jurisdictions designated for the protection of proprietary information, including, but not limited to, trade

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secrets, copyrights, trademarks, service marks, and patents. Licensee may not assign or transfer this Agreement or any licenses without the express written permission of Harris.

Proprietary Information shall remain confidential between the parties and not be provided to any third party outside of this Agreement unless as provided herein. Proprietary Information, in written, verbal, or other tangible form and, appropriately marked such as "Confidential" or "Proprietary" or with other discriminating markings, includes all technical or business information, including but without limitation, information relating to the disclosing party's operations, products/services, pricing, organization, financial condition, marketing, sales, customers and potential customers, assets, inventions, technologies, research and strategies. Specifically, Harris' Proprietary Information includes, but is not limited to, the Materials, and the terms of this Agreement, including all Attachments and Services Schedules.

Proprietary Information, however, does not include information which: (i) before or after it has been disclosed to the receiving party, enters the public domain through no breach of the Agreement or other obligation of confidentiality; (ii) is approved for release by written authorization of the disclosing party; (iii) is disclosed to the receiving party by a Third Party without such Third Party breaching any obligation of confidentiality; (iv) is independently developed by the receiving party without reference to the disclosing party's Proprietary Information; or (v) is previously known to the receiving party without an obligation of confidentiality.

Each Party shall use the other Party's Proprietary Information only for the purposes of the Agreement and only to the extent necessary for such purposes and shall restrict disclosure of the other Party's Proprietary Information to its employees with a need to know and shall not disclose the other Party's Proprietary Information to any third party without prior written approval of the other Party. The recipient shall protect the confidentiality of the Proprietary Information using at least the same measures it takes to protect its own information of like kind but in any event not less than commercially reasonable measures given the confidential nature of the information.

In the event either Party receives a subpoena or other validly issued administrative or judicial process requesting Proprietary Information of the other Party, or any data from the Software and/or NextGen Data, or any part or derivative thereof, the Party receiving such process shall promptly notify the other Party of such receipt and cooperate reasonably with any efforts of the other Party to narrow the scope of any production through an appropriate protective order or to limit or control such data release and may, thereafter, comply with such subpoena or process to the extent required by law.

If Licensee is or becomes aware of any active or pending law, regulation, statute, legislation, court decision, or any such edict or pronouncement by any entity of authority that Licensee's use of the Software and NextGen Data results in a requirement for its release or dissemination, in whole or in part, beyond the limited scope intended by this Agreement, Licensee shall immediately cease access to and use of the Services and immediately notify Harris of such circumstance in accordance with the Notices section herein.

Notwithstanding the foregoing, Licensee acknowledges that the NextGen data is available only through the approval and authorization of the US Government, Department of Transportation, Federal Aviation Administration (FAA) under the terms of Harris' FAA ADS-B prime contract and, by entering into this Agreement for NextGen Data, if applicable, Licensee authorizes Harris to provide any and all Licensee-related information related to or resulting from this Agreement to the US Government to the same extent as if the US Government were a party to this Agreement.

Additionally, Licensee acknowledges that any and all authorized uses of the NextGen Data specifically identified in this Agreement, regardless of whether or not the specific usage was developed or conceptualized by Licensee and/or the specific authorization was requested by Licensee, may be included by Harris in any other license or Agreement issued by Harris to any other licensee at the sole discretion of Harris and any other licensee may use the NextGen Data for such similar purposes. Licensee waives all rights, for itself and any party working with or on behalf of Licensee, to patent, invention, intellectual property, or any similar right or claim in regard to such data usage by Harris or any Licensee.

At the termination or expiration of the Agreement, any Proprietary Information furnished by one Party to the other Party, all copies thereof and all portions of any materials prepared by or on behalf of such receiving Party analyzing, discussing or incorporating Proprietary Information will, at the disclosing Party's option, but only to the extent applicable law permits, either be: (i) promptly returned to the disclosing Party or (ii) destroyed by the receiving Party (with the receiving party providing written certification of such destruction to the disclosing Party).

3.2 General Restrictions

Licensee shall not decompile, disassemble, decrypt, extract or otherwise reverse engineer the NextGen Data and or Software or related materials. Licensee shall not modify, adapt or translate the NextGen Data and or /Software, related materials, or supporting documentation. Licensee agrees to notify its employees and agents who may have access to the NextGen Data and or /Software of the restrictions contained in this Agreement and ensure their compliance with these restrictions. Licensee shall not cause or permit unauthorized copying, reproduction or disclosure of any portion of the NextGen Data and or /Software or any of its accompanying documentation or related materials and shall not cause or permit the delivery or distribution of any part thereof to any Third Party or entity, for any purpose whatsoever, unless the Third Party is an Authorized End User (defined in Attachment A).

Licensee shall use the Software solely for its internal operational purposes as authorized herein and shall not use the Software, related materials or supporting documentation for the purpose of developing software based on concepts, functions, or operations similar to those disclosed in the Software. Licensee shall not permit its employees or any other person or entity under its control to write, develop, produce, sell or distribute any software that performs the same functions as the Software.

Licensee may not utilize the NextGen Data and or /Software which includes but is not limited to renting, leasing, or otherwise distributing the Licensed material to any third party, unless the Third Party is an Authorized End User and agreed to in writing by Harris.

3.3 NextGen Data Restrictions

3.3.1 THE NEXTGEN DATA PROVIDED UNDER THIS AGREEMENT MAY NOT BE UTILIZED TO SUPPLANT AIR TRAFFIC CONTROL OR CONTROL ADVISORY SERVICES PROVIDED BY THE FAA.

3.3.2 LICENSEE IS EXPRESSLY PROHIBITED FROM RE-SELLING NEXTGEN DATA TO ANY CLIENT FOR ANY OTHER PURPOSE THAN THAT STATED AND DEFINED HEREIN

3.3.3 Licensee shall be responsible and liable for any and all uses of Software and NextGen Data by Licensee, regardless of whether such use is restricted or not restricted by this Agreement. Licensee shall indemnify, to the extent permitted by law, Harris from any and all liabilities associated with any use or distribution of the NextGen Data by Licensee in accordance with the Indemnification clause(s) of this Agreement. The FAA shall not be held responsible or retain legal obligation as to the accuracy, validity, or continued availability of the data being shared.

3.3.4 The distribution of the live real-time NextGen Data must be strictly controlled for the reasons of safeguarding public safety, security, and privacy while protecting the applicable US Government and Harris business interests. The live real-time NextGen Data is for Licensee use only and shall NOT be disseminated, distributed, or made accessible by Licensee, in any form, either directly or indirectly, to the public or to any third party or parties, except third parties as specifically and within the very narrow parameters authorized in this Agreement.

3.3.5 Licensee shall not use NextGen Data in violation of any Federal Aviation Administration regulations or other regulations or laws and, without limiting the generality of the foregoing, Licensee shall not export, re-export or use the NextGen Data or any copy thereof in violation of the export control laws or other laws of the United States of America or any other country. The Licensee shall make no representation that either the United States Government or the Federal Aviation Administration endorses, guarantees or makes any representation about the availability, accuracy, reliability, or any other quality of the NextGen data. Licensee shall NOT transmit or utilize the live real-time NextGen Data feed for any purpose or application outside of the United States of America except as provided herein.

3.3.6 The recipient of National Airspace System (NAS) surveillance data (i.e. NextGen Data) under this Agreement shall not for any reason initiate contacts with the FAA for the purpose of discussing observations made from the data regarding the operation of the NAS, including but not limited to Air Traffic Control, flight routing, and flight planning. This restriction, however, shall not apply to aircraft and airport operators who have ongoing interaction with the FAA for discussions as part of their normal course of

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business with the FAA and may use the data to facilitate and provide better insight for such discussions.

3.4 Authorized Access

Licensee agrees to take sufficient precautions to protect Software and NextGen Data from unauthorized access, including access limitations imposed by this Agreement, applicable US export control laws and regulations, and any other applicable law, regulation, or statute. Licensee shall maintain the confidentiality of the Access Codes and instruct its staff to maintain the confidentiality of the Access Codes. Licensee agrees to promptly, but in any event within 24 hours or earlier as may be required by applicable law, notify Harris of any unauthorized use of any Access Codes or any other breach of security of which Licensee becomes aware. Licensee shall be responsible for any damages or losses incurred by Harris or any Third Party resulting from breach of this Section.

Licensee agrees and understands that Harris, in its sole discretion, may prevent Licensee access to the Services if Harris or the US Government reasonably believes that public safety, security, or privacy are compromised or potentially compromised through the use of the Services. The US Government retains the right to direct the complete or partial cessation of NextGen Data broadcasts in the event of an emergency or security related circumstance without notice to the Harris and/or Licensee.

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3.5 Authorized Use

Authorized use of Software is limited to use for Licensee's business needs subject to the restrictions provided herein. Authorized use of the NextGen Data as set forth herein is subject to the restrictions herein.

3.6 Payment and Fees

Licensee will be invoiced annually in advance. Payment shall be due and payable net thirty (30) days from date of invoice. A monthly interest charge at the rate of one and one-half percent (1 1/2%) or the maximum legal rate, whichever is less, will be assessed on all payments more than thirty (30) days past due. Licensee is solely responsible for payment of any applicable taxes (including sales or use taxes, intangible taxes, and property taxes) resulting from Licensee's acceptance of this license and Licensee's possession and use of the Software, except for taxes based on Harris' income.

If paying by check, please remit payment to the following lockbox address:

Remittance Address: (USPS only)
HARRIS INC
AR IS DIVISION
27126 Network Place
Chicago, IL 60673-1271

Courier Address: FedEx/UPS/US Post Office Express Mail only
JPMorgan Chase
131 S Dearborn, 6th Floor
Chicago, IL 60603
Attn: HARRIS AR IS DIVISION – LBX #27126

If paying by wire transfer or ACH, please remit payment to:

1. ABA Routing Number: 021000021
2. Bank Name: J.P. Morgan
3. SWIFT: CHASUS33
4. Address: 4 New York Plaza, New York, NY 10004
5. Full Account Name: Harris Corporation
6. Account Number: 528300101

3.7 Prohibited Use

The restrictions herein pertaining to the use of Approved Licensed Application(s) and/or NextGen Data includes all data provided under this Agreement, any stored or archived data originating from the data provided under this Agreement, and any subset, part, portion, or derivative data originating from the data provided under this Agreement. Parties recognize and acknowledge that the following purposes, as applicable, are not considered Derivative Works, but as use of the NextGen Data as an Integrated part of the Approved Licensed Application(s):

Public visualization of flight tracks delayed a minimum of ten (10) minutes

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3.8 Notices

Any notice required or permitted hereunder shall be in writing and shall be delivered as follows (with notice deemed given as indicated): (i) by personal delivery when delivered personally; (ii) by established overnight courier upon written verification of receipt; (iv) by certified or registered mail, return receipt requested, upon verification of receipt; or (v) electronic mail transmission. All notices must be sent to the contact person for notices at the address listed below. Either Party may change its contact person for notices and/or address for notice by means of notice to the other Party given in accordance with this section.

Company: Harris Corporation
Name: Sharon Goldin
Address: 12930 Worldgate Drive
Herndon, VA 20170
Phone: 703-473-5132
Email: Sharon.Goldin@harris.com

Company: Lambert St. Louis International Airport
Title: Director
Name: Rhonda Hamm-Niebruegge
Address: P.O. Box 10212
St. Louis, MO 63145-0212
Phone: 314-426-8022
Email: rkhamm-niebruegge@flystl.com

Company: Lambert St. Louis International Airport
Name: Robert Salarano
Address: P.O. Box 10212
St. Louis, MO 63145-0212
Phone: 314-426-8184
Email: rcsalarano@flystl.com

3.9 Applicable Law and Disputes

Except for certain injunctive judicial relief authorized under this Agreement which may be brought at any time, the parties agree that all disputes between them shall first be submitted to their respective contract administrators for resolution. This Agreement will be governed and construed in accordance with the laws of the State of Missouri, irrespective of its choice of law rules.

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3.10 Term and Termination

The Effective date of this Agreement is **January 1, 2016.** The Agreement will terminate **on December 31, 2018** unless renewed in writing by both parties. The terms and conditions of this Agreement shall remain in full force and effect unless changed by mutual agreement of the Parties. Licensee agrees that this Agreement may be terminated if Licensee breaches any of the terms and conditions of this Agreement, and in such case Licensee shall not be authorized to use the any NextGen Data and/or Software in any capacity.

Harris may terminate the license for the NextGen/Software if Licensee fails to comply with the obligations and restrictions described in [prohibited use article] under this Agreement and does not cure within five (5) days of notice from Harris. Notwithstanding the foregoing, Licensee agrees that a breach of this Agreement due to any violation of Licensee's duty to protect Proprietary information (as described in Paragraph 3.1), may cause damages which are so immediate and so severe that immediate injunctive relief would be the only adequate remedy and Harris is entitled to seek such remedy. For such breaches by Licensee, Harris shall also have the right, without affecting any other rights and remedies Harris may have, to terminate this Agreement immediately upon written notice to Licensee. In the event of termination for Licensee's breach, Licensee shall not be entitled to a refund of all or any of the fees paid under this Agreement.

Upon expiration or termination of the Agreement, regardless of reason, Licensee shall pay all outstanding fees and/or royalties due to Harris hereunder, and destroy and certify to

Harris in writing as to the destruction of the original Software and related materials, as well as all copies and derivative works thereof.

Termination of this Agreement shall not relieve either party from their respective obligations to comply with all the terms of this Agreement which call for performance prior or subsequent to the termination date, including Licensee's obligation to protect proprietary and/or confidential information and to destroy the NextGen Data and/or Software and other materials as provided in this Agreement.

Either Party may also terminate the Agreement upon the other Party's failure to cure a breach of any of the terms and conditions except for [Confidentiality and Prohibited use articles] of this Agreement within twenty-one (21) days of such Party's receipt of written notice of the breach. The non-breaching Party shall have the sole determination if the breach has been cured. Licensee agrees and understands that, upon expiration or termination of the Agreement, Harris will disable all applicable access to the Software.

Failure to adhere to the specific clauses of this Agreement and the Attachments (noted below) constitutes a material breach of this Agreement and are subject to immediate termination of this Agreement and immediate loss of Service.

Noted Clauses:
- 3.1 – Proprietary Information (i.e. unauthorized release of proprietary information)
- 3.3 – Restrictions (including all sub-clauses of 3.3)
- 3.4 – Authorized Access
- 3.6 – Fees and Payment

Notwithstanding the above, Harris shall have the right to terminate this Agreement in whole or in part if its prime contract for ADS-B is terminated by the FAA, the FAA fails to exercise an option year, or the contract ends.

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3.11 Amendments/Modifications

This Agreement may only be altered through amendment to the Agreement mutually executed by authorized representatives of each Party.

3.12 Warranties

Harris shall exert commercially reasonable efforts to deliver to Licensee the NextGen Data associated with this Agreement transmitted, in an accurate, complete and timely manner.

Harris warrants that the NextGen Data does not infringe the Intellectual Property rights of any Third Party. Harris warrants that at as of the inception date of this Agreement the Software Service Output does not infringe any United States patent, trademark, copyright or other intellectual property right of any third party. Should the Software Service Output become the subject of any infringement claim or suit, Licensee shall permit Harris, at Harris' option, to either replace or modify any affected Software so as to avoid

infringement or to procure the right for Licensee to continue using such items or, if neither of such alternatives is available to Harris on commercially reasonable terms, the infringing items shall be returned to Harris and Harris' sole liability shall be to refund amounts paid therefore by Licensee for the Software prorated on a straight-line basis over a period of five (5) years. Harris shall have no obligation and the warranty described in this Section shall not apply with respect to any liabilities, obligations, losses, claims, damages, costs or charges that arise out of or result from any infringement claim made by any person based upon use of the Software in combination with components other than those described in the Software Manual(s) or modifications to the Software made by any person or entity other than Harris, Harris' employees, or Harris' authorized agents. This warranty obligation is conditioned on prompt written notice of any claim, action, or demand related thereto; complete control of the defense and/or settlement thereof by Harris; and cooperation of Licensee in such defense.

HARRIS, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES NOT EXPRESSLY GRANTED IN THE AGREEMENT, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT OF PROPRIETARY OR THIRD PARTY RIGHTS. HARRIS DOES NOT WARRANT THAT THE SERVICES WILL BE OR OPERATE ERROR-FREE. NEITHER HARRIS NOR ANY OF ITS PROVIDERS OF INFORMATION, INCLUDING BUT NOT LIMITED TO THE FEDERAL AVIATION ADMINISTRATION, SHALL HAVE ANY LIABILITY FOR THE ACCURACY OF THE DATA CONTAINED ON THE SERVICES OR FOR DELAYS OR OMISSIONS THEREIN. LICENSEE ACKNOWLEDGES THAT DATA CONTAINED IN THE SERVICES SHALL BE USED FOR INFORMATIONAL PURPOSES ONLY, AND SHALL NOT BE USED FOR SAFETY PURPOSES. LICENSEE FURTHER ACKNOWLEDGES THAT THE DATA DOES NOT ALTER LICENSEE'S OBLIGATION TO ADHERE TO APPLICABLE FEDERAL AVIATION REGULATIONS AND AIR TRAFFIC CONTROL INSTRUCTIONS AND PROCEDURES.

IF LICENSEE IS DISSATISFIED WITH THE SERVICES AS A RESULT OF AN HARRIS BREACH, THEN, TO THE MAXIMUM EXTENT AUTHORIZED BY LAW, LICENSEE'S SOLE REMEDY WITH REGARD TO THE NEXTGEN DATA IS TO DISCONTINUE USE OF THE SERVICES AND TERMINATE THIS AGREEMENT.

LICENSEE'S SOLE REMEDIES FOR HARRIS' BREACH HEREUNDER WITH REGARD TO THE SOFTWARE SHALL BE (1) TO OBTAIN FROM HARRIS THE REPAIR, REPLACEMENT OR CORRECTION OF THE DEFECTIVE SOFTWARE TO THE EXTENT WARRANTED UNDER THIS AGREEMENT OR, IF HARRIS REASONABLY DETERMINES THAT SUCH REMEDY IS NOT ECONOMICALLY OR TECHNICALLY FEASABLE, (2) TO OBTAIN A PRO RATA REFUND OF AMOUNTS PAID WITH RESPECT TO THE DEFECTIVE SOFTWARE BASED ON A FIVE-YEAR STRAIGHT LINE AMORTIZATION.

IN NO EVENT SHALL HARRIS OR THE FEDERAL AVIATION ADMINISTRATION, BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY INDIRECT DAMAGES, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SPECIAL DAMAGES, EXEMPLARY DAMAGES OR LOST PROFITS RESULTING FROM THE USE OR INABILITY TO USE THE SERVICES, WHETHER THE

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CLAIM FOR SUCH DAMAGES IS BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER HARRIS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL HARRIS' TOTAL LIABILITY TO LICENSEE FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE, EXCEED THE AMOUNT PAID TO HARRIS BY LICENSEE FOR SUCH SERVICES

3.13 Risk of Loss/Insurance

Licensee acknowledges that the prices charged by Harris for the Services provided herein are based on the expectation that the risk of any loss or injury that might be incurred directly or indirectly in the use of the Products and/or Services or resulting from the use of the Products and/or Services will be borne by Licensee.

3.14 Indemnification

Neither the US Government nor Harris shall be held responsible or retain legal obligation as to the accuracy, validity, or continued availability of the Services provided herein.

To the extent permitted by law, Licensee agrees to indemnify and hold harmless the US Government, its agents, officers, employees or representatives and Harris, its agents, officers, employees or representatives (the "**indemnified parties**") from and against all claims, demands, damages, liabilities, losses, suits, and judgments (including the costs and expenses incident thereto) which may accrue against, be suffered by, be charged to, or recoverable from the Indemnified Parties, arising out of the US Government providing surveillance data to Harris and arising out of negligent acts or omissions of Licensee, its employees, agents, affiliates, or contractors in use of the data hereunder, except to the extent caused by negligence or willful misconduct of the Indemnified Parties.

In the event of any claim or suit against the US Government or Harris arising from Licensee's negligent use or handling of US Government surveillance data provided to Licensee during the performance of this Agreement, Licensee will indemnify, to the extent permitted by law, and save and hold harmless the US Government, its officers, agents and employees acting for the US Government and Harris, its agents, officers, employees or representatives against any liability, including costs and expenses incurred by the US Government in defending such claim or suit (hereinafter collectively "**losses**"), to the extent such losses were caused by Licensee's negligent use or handling of such US Government surveillance data. Licensee will require any third party granted access to the data by Licensee under this Agreement to accept the same indemnification obligations.

Licensee agrees to indemnify, defend and hold harmless Harris, to the extent permitted by law, and its affiliates, and their respective directors, officers, employees, agents and assigns, as applicable, against any and all claims, damages, losses and expenses (including reasonable attorneys' fees), as incurred, arising from or in connection with or otherwise with respect to 1) any damage caused by Licensee Data; and/or 2) any claim, demand or legal action by an employee of Licensee (or any of Licensee's affiliates), or by any third party, related directly or indirectly to the Licensee's use of or failure to use the Software

for any purpose (the "**Third Party Claim**"). Harris shall notify in writing Licensee of the Third Party Claim within ten (10) business days after receipt of written notice of the Third Party Claim; provided however, that failure to give such notification shall not affect the above indemnification except to the extent the Licensee shall have been actually prejudiced as a result of such failure. Harris may, at its option, conduct the defense in any such Third Party Claim (subject to reimbursement by the Licensee of actual expenses incurred therewith), and Licensee agrees to cooperate fully with such defense.

Harris agrees to defend, indemnify, and hold harmless Licensee, its affiliates, parents and subsidiaries and its and their officers, directors, employees and agents, from and against any claims that result from the negligent acts or omissions arising from or related to the services, products or other performance provided by Harris pursuant to this Agreement any award of monetary relief on such claim and reasonable expert and attorney's fees and costs incurred in defending such claim.

In the event that the Indemnified Party gives the Indemnifying Party notice of a third party claim covered under this Section, the Indemnifying Party shall assume the defense of such third party claim with counsel reasonably satisfactory to the Indemnified Party. The Indemnifying Party shall not be permitted to compromise or settle such claim subject to indemnification without the Indemnified Party's consent, unless there is (a) no finding or admission of any violation of the rights of any third party by the Indemnified Party; (b) no effect on any other claims that may be made by the Indemnified Party; (c) no injunctive or other equitable relief is entered against the Indemnified Party, and (d) the settlement is solely for money damages for which the Indemnified Party is fully indemnified. Notwithstanding the right of the Indemnifying Party to assume the defense of any claim to which the Indemnified Party may become a party or target, the Indemnified Party shall have the right to employ separate counsel and to participate in the defense of such action. The Indemnifying Party shall bear the reasonable fees, costs and expenses of such separate counsel, if: (i) the use of the counsel chosen by Indemnifying Party to represent the Indemnified Party would present such counsel with a conflict of interest; (ii) the defendants in, or targets of, such claim include both the Indemnified Party and the Indemnifying Party and the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it which are different from or additional to those available to Indemnifying Party (in which case Indemnifying Party shall not have the right to direct the defense of such claim on behalf of the Indemnified Party); (iii) in the exercise of the Indemnified Party's reasonable judgment, the Indemnifying Party shall not have employed satisfactory counsel to represent the Indemnified Party within a reasonable time after notice of the institution of such claim; or (iv) Indemnifying Party shall not have assumed the defense of such claim. At the written request of the Indemnified Party, Indemnifying Party shall advance funds to the Indemnified Party to cover claims for which the Indemnified Party may be indemnified hereunder.

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3.15 Import/Export Controls

The NextGen Data and/or software and any related materials, including technical data, is subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Licensee agrees to comply strictly with all such regulations and acknowledges that it has the responsibility to obtain licenses to export, re-export, or import the Software. Licensee shall indemnify and hold harmless Harris from liability for any and all costs,

liability for any and all costs, damages and expenses as a result of any failure of Licensee to comply with such export laws. The Data/Software may not be downloaded, or otherwise exported or re-exported to any country to which the U.S. has embargoed goods; or to anyone on the U.S. Treasury Department's list of Specially Designated Nations or the U.S. Commerce Department's Table of Denial Orders.

3.16 Force Majeure

A Party whose performance is prevented, restricted, or interfered with by reason of a Force Majeure condition shall be excused from such performance to the extent of such Force Majeure condition so long as such party provides the other party with prompt written notice describing the Force Majeure condition and exerts commercially reasonable efforts to avoid or remove such causes of nonperformance and immediately continues performance whenever and to the extent such causes are removed. The term "Force Majeure" includes fires or other casualties or accidents, acts of God, severe weather conditions, strikes or labor disputes, war or other violence, any law, order, proclamation, regulation, ordinance, demand or requirement of any governmental agency or any similar circumstance. Notwithstanding the foregoing, Force Majeure shall not excuse non-payment of any fees.

3.17 Cumulative Rights and Remedies

The rights granted in this Agreement are cumulative of every other right or remedy that the enforcing Party may otherwise have at law or in equity or by statute and the exercise of one or more rights or remedies will not prejudice or impair the concurrent or subsequent exercise of other rights or remedies.

3.18 Covenant of Good Faith

Each party agrees that, in its respective dealings with the other party under or in connection with this Agreement, it shall act in good faith. Additionally, both parties agree to reasonably cooperate with the other in any inquiries relating to compliance with the terms and conditions of the agreement.

3.19 Relationship

Nothing contained in this Agreement shall be deemed or construed by the Parties hereto or by any third person or party to create any relationship of partnership, joint venture, or any association between Harris and Licensee other than as a licensor and Licensee within the narrow confines of this Agreement. The Parties agree not to make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, that defame, disparage or in any way criticize the personal or business reputation, practices, or conduct of the other Party its employees, directors, and officers. The Parties acknowledge and agree that this prohibition extends to statements, written or verbal, made to anyone, including but not limited to, the news media, investors, potential investors, any board of directors or advisory board or directors, industry analysts, competitors, strategic partners, vendors, employees (past and present), and clients.

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3.20 Assignment

Licensee may not rent, lease, sell, pledge, assign, sublicense, or otherwise transfer or share its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of Harris.

3.21 Right to Audit

Licensee shall keep complete and accurate records of its activities under this Agreement. Harris or its representatives may request written certification from Licensee verifying that Licensee's use of the NextGen Data and/or Software is in compliance with this Agreement or conduct an on-site audit with reasonable notice to Licensee during regular business hours, no more than twice per year, of Licensee's compliance with the use restrictions in the Agreement.

Harris, or its designee, may at any time after the date of this Agreement, and for a period of two (2) years after the last use of any information by Licensee, examine, inspect, and audit such books and records and any source documents pertaining thereto. Such examination, inspection or audit shall take place during normal business hours upon at least three (3) business days' notice prior notice. Harris may during the course of such examination, review or audit, make such copies and/or extracts of Licensee's books and records as Harris may deem appropriate. The information will be limited to the Licensee's customer name and period of access to Licensee's systems utilizing NextGen Data. Harris shall abide by such security procedures and confidentially and non-disclosure requirements as the Licensee shall reasonably impose. Licensee has 30 days to cure any deficiencies noted.

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As applicable, Licensee shall keep a list of all customers to which it provides the NextGen Data, and shall retain a copy of each agreement with each customer for at least two (2) years. Harris shall have the right, upon three (3) business day prior notice, to examine a redacted copy of any part of the agreement between Licensee and a customer for use of the NextGen data to ensure that it complies with the terms of this Agreement. Licensee shall have the right to redact confidential information, including pricing information from any agreement prior to audit by Harris.

3.22 Publicity

Licensee shall not issue any marketing, advertising, promotional materials, or public information releases, which references the Harris in relation to this Agreement or any products or services provided by the Harris without first having obtained the prior written approval of Harris.

3.23 Order of Precedence

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

3.24 Severability

If any part, term, or provision of this Agreement is held illegal, invalid or unenforceable for any reason, it shall be deemed restated to reflect as nearly as possible in accordance with applicable law the original intentions of the parties, and the remainder of the Agreement shall continue in full force and effect.

3.25 Subordination

Licensee agrees that this Agreement is subject and subordinate at all times to any agreement, current or future, between Harris and the US Government pertaining to the authorized use or distribution of the Services provided by this Agreement.

3.26 Representations

Each Party represents and warrants that it has all necessary rights and authority to execute this Agreement and perform its obligations hereunder and that it has not entered into any other agreements that would render it incapable of satisfactorily performing its obligations hereunder.

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3.27 Survival

Any paragraph or section, which by its terms and nature, are meant to survive termination of this Agreement shall survive such termination. Such paragraphs and sections include, without limitation, restrictions on the use and dissemination of Surveillance Data, ownership of rights, title, and interest, restrictions on the use of Harris proprietary data in development of competing products, restrictions on the use and disclosure of confidential information, disclaimers and indemnification, dispute resolution, and restrictions on publicity.

3.28 Waiver of Breach

The waiver of a breach of this Agreement or the failure of a party to exercise any right under this Agreement shall in no event constitute a waiver of any other breach, whether similar or dissimilar in nature, or prevent the exercise of any right under this Agreement.

3.29 Rights Retained

Any and all rights not expressly granted to Licensee herein are retained by Harris.

3.30 Entire Agreement

This Agreement and the referenced Attachments contain the entire agreement between the parties hereto with respect to the subject matter hereof and supersede and cancel all previous negotiations, agreements, representations, commitments, and writings with respect thereto and may not be released, discharged, changed or modified in any manner, except by instrument in writing signed by duly authorized officers of each of the parties.

4. TRAINING

Harris currently offers weekly refresher training on EnvironmentalVue and OpsVue applications, as well as two and a half days of hands-on training and networking at Harris' Annual Customer Workshop to all EnvironmentalVue and OpsVue users.* In addition to Harris' standard training offering just described, Harris will provide a total of two consecutive days of on-site, annual software training each Contract Year. Harris will work with the City to coordinate the date, time and agenda based on the City's needs. The City is to supply the training location and equipment for City users.

*Harris' standard training offering is subject to change and is based on Trainer availability each week.

5. MISSOURI UNAUTHORIZED ALIENS LAW

As a condition precedent for the award of this Agreement and prior to performing any work or services under this Agreement, the Contractor, shall, pursuant to the applicable provisions of Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended (the "**Missouri Unauthorized Aliens Law**"), by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. The Contractor shall also affirm in said affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with this Agreement pursuant to the Missouri Unauthorized Aliens Law. A copy of an affidavit in a form acceptable to the City is attached hereto and incorporated herein as **Attachment K** entitled "Affidavit". Contractor's failure to comply at all times with the Missouri Unauthorized Aliens Law or the provisions of this Agreement related to the Missouri Unauthorized Aliens Law may result in the termination of this Agreement by the City and/or the City seeking other remedies available to the City at law or in equity. In addition, the State of Missouri may impose penalties or remedies for violations of the Missouri Unauthorized Aliens Law as set forth therein. The Contractor shall promptly and timely deliver to the City a fully executed original of the Affidavit (see **Attachment K**) including any required documentation in accordance with the Missouri Unauthorized Aliens Law prior to performing any work under this Agreement.

6. PREVAILING WAGE AND FRINGE BENEFITS

The Contractor warrants, covenants, represents, stipulates, and agrees that all employees and subcontractor's employees performing any work under and subject to the terms of this Agreement at the Airport will be paid not less than the prevailing hourly rate of wages and fringe benefits as determined by the United States Secretary of Labor, or his/her authorized representative, in accordance with prevailing rates in the locality of the metropolitan St. Louis area pursuant to 41 U.S.C. 351 ex seq., as amended, except for any

person engaged in an executive, administrative or professional capacity. This Section 6 is subject to and is in accordance with City Ordinance No. 62124.

7. LIVING WAGE

A. Living Wage Compliance Provisions: Any work ordered by the City under this Agreement is subject to the St. Louis Living Wage Ordinance Number 65597 (the "**Ordinance**") and the "**Regulations**" associated therewith, as may be amended from time to time, both of which are incorporated herein by this reference. The Ordinance and Regulations require the following compliance measures, and Contractor hereby warrants, represents, stipulates, and agrees to strictly comply with these measures beginning on the Commencement Date of this Agreement:

1. **Minimum Compensation**: Contractor hereby agrees to pay an initial hourly wage to each employee performing services related to this Agreement in an amount no less than the amount stated on the attached Living Wage Bulletin (See **Exhibit H**) which is attached hereto and incorporated herein. The initial rate will be adjusted each year no later than April 1, and Contractor hereby agrees to adjust the initial hourly rate to the adjusted rate specified in the Living Wage Bulletin at the time the Living Wage Bulletin is issued.

2. **Notification**: Contractor shall provide the Living Wage Bulletin together with the "Notice of Coverage" to all employees in English, Spanish, and any other languages spoken by a significant number of the Contractor's employees within thirty (30) days of the effective date of this Agreement for existing employees and within thirty (30) days of employment for new employees.

3. **Posting**: Contractor shall post the Living Wage Bulletin, together with a "Notice of Coverage", in English, Spanish, and any other languages spoken by a significant number of the Contractor's employees, in a prominent place in a communal area of each worksite covered by this Agreement.

4. **Subcontractors**: Contractor hereby agrees to require Subcontractors, as defined in the Regulations, to comply with the requirements of the Living Wage Regulations, and hereby agrees to be responsible for the compliance of such Subcontractors. Contractor shall include these Living Wage Compliance Provisions in any contract with such Subcontractors.

5. **Term of Compliance**: Beginning on the effective date of this Agreement, Contactor hereby agrees to comply with these Living Wage Compliance Provisions and with the Regulations for as long as work related to this Agreement is being performed by Contractor's employees, and to submit

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the reports required by the Regulations for each calendar year or portion thereof during which such work is performed.

6. **Reporting**: Contractor shall provide the Annual Reports and attachments required by the Ordinance and Regulations.

7. **Penalties**: Contractor acknowledges and agrees that failure to comply with any provision of the Ordinance or Regulations may result in penalties specified in the Ordinance and Regulations, which penalties may include, without limitation, suspension or termination of this Agreement, forfeiture and/or repayment of City funds, disbarment, and/or the payment of liquidated damages, as provided in the Ordinance and Regulations.

8. **Acknowledgements**: Contractor acknowledges receipt of a copy of the Ordinance and Regulations.

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IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals as set forth below:

HARRIS CORPORATION

BY: _____ 12/16/2015
Date

ATTEST:

BY: _____ 12/16/15
Date

THE CITY OF ST. LOUIS, MISSOURI, OWNER AND OPERATOR OF LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT:

The foregoing Agreement was approved on this 6th day of January, 2016, by the Airport Commission.

BY: _____ 1/7/16
Director of Airports Date

The foregoing Agreement was approved by the Board of Estimate and Apportionment at its meeting on January 27, 2016.

BY: _____ 1-27-16
Secretary Date
Board of Estimate & Apportionment

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APPROVED AS TO FORM BY:

_____ 1-8-16
City Counselor Date

COUNTERSIGNED BY:

_____
Comptroller Date

ATTESTED TO BY:

_____ FEB 16 2016
Register Date

COMPTROLLER'S OFFICE
DOCUMENT NUMBER 69554

Attachment A

Definitions & Specific Terms

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Attachment A
Definitions & Specific Terms

1.Definitions: The definitions set forth below shall apply to the entire Agreement and all Attachments:

a. **Agreement** means this License Agreement between the Parties, including any and all Attachments.
b. **Authorized End Users** means employees of Licensee and contractors under appropriate confidentiality agreements for whom Licensee has purchased a license to the Software. Authorized End Users include all employees or contractors who will access the Software or use the output or results of the Software in any manner.
c. **Flight Record** means both the flight track and the flight identification data fields and is the primary measurement unit for the NextGen Data.
d. **Maintained Equipment** means hardware for which Harris provides maintenance services for as listed in Table B-1b: Services Provided in Attachment B Scope of Services.
e. **National Air Space (NAS)** means the FAA-defined, 3-dimensional air space volume above the continental United States of America and its legal territories.
f. **NextGen Data** means Harris' NextGen Data is a multi-sensor based surveillance fused data feed available for the U.S. National Airspace System ("NAS"). The NextGen data feed contains ADS-B data derived directly from the U.S. national ADS-B Network owned by Harris, and U.S. Government-sourced data including, but not limited to: a) FAA in route and terminal secondary surveillance data; b) airport surface surveillance data from the FAA Airport Surface Detection Equipment Model X (ASDE-X); and c) flight plan data from the FAA host system. The NextGen data also includes value added content provided by Harris through the application of proprietary algorithms and data. Ownership of and all other rights to the NextGen Data remains with Harris and the FAA. Specifically, the NextGen Data is categorized as set forth in **Table 1**. Three types of records shall be provided in the NextGen Data: a) Flight Record; b) Track Record; and c) Flight Information Record. Data content for each record is provided in **Table 2**, **Table 3** and **Table 4**.
g. **NextVue** means the same hosted enterprise solution and functionality of OpsVue and adds features for performing predictive capabilities for airline and airport operations.
h. **NOMS** means Noise and Operations Management System.
i. **Proprietary Information** includes all technical or business information, including without limitation, information relating to the disclosing party's operations, products/services pricing, organization, financial condition, marketing, sales, customers and potential customers, assets, inventions, technologies, research and strategies. Harris' Proprietary Information includes, but is not limited to, the Materials, the Harris Database, Access Code, and the terms of the Agreement, including all Addenda and Services Schedules. Confidential Information, however, does not include information which: (i) before or after it has been disclosed to the receiving party, enters the public domain through no breach of the Agreement or other obligation of confidentiality; (ii) is approved for release by written authorization of the disclosing party; (iii) is disclosed to the receiving party by a Third Party without such Third Party breaching any obligation of confidentiality; (iv) is

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independently developed by the receiving party without reference to the disclosing party's Confidential Information; or (v) is previously known to the receiving party without an obligation of confidence.

j. **Related Materials** means any text, data compilations, photographs, data instruction packets, graphics, illustrations, artwork, video, sound, Harris documentation, instructions, help guides, tutorials and any other contents of the Harris Website, and other information that is available to Authorized Users and is provided in printed or electronic form to Licensee from Harris.

k. Scheduled Downtime means the total amount of time during any calendar month, measured in minutes, during which the Software and NextGen Data are not accessible from Harris servers, due to planned system maintenance performed by Harris.

l. **Service/Services** means the Maintenance of the Software, NextGen Data and service level agreement (SLA).

m. **Service Availability** means NextGen Data is available from existence at the Data Diode to delivery through the NextGen Gateway Servers (see **Figure 1**).

n. **Software** means Symphony OpsVue (OpsVue), NextVue (NextVue), Symphony MobileVue (MobileVue), Symphony EnvironmentalVue (EnvironmentalVue), Symphony PublicVue (PublicVue), Symphony ReportVue (ReportVue), Symphony RevenueVue (RevenueVue), Symphony Contours (Contours).

o. **Software Service Output** means the computational result obtained by the user when using the Software as directed in the Related Materials.

p. **Symphony Contours (Contours)** means the Contours with the Virtual Noise Monitoring module, powered by EnvironmentalVue, provides airports with an advanced pre and post processing application and is fully compatible with the FAA's Integrated Noise Modeling (INM) INM version 6.1. Harris' patented Virtual Noise Monitors (VNMs) allow airports to complement their current fixed and portable NMTs or completely replace installed noise monitoring hardware.

q. **Symphony EnvironmentalVue (EnvironmentalVue)** means EnvironmentalVue™ which is a Web Accessible module within the Symphony application suite. EnvironmentalVue allows Harris' clients to track aircraft, measure aircraft emissions, manage community complaints and improve community relations by presenting information to the public through published reports and web-based community information portals.

r. **Symphony MobileVue (MobileVue)** means the hosted airport enterprise management solution, leveraging OpsVue capabilities, for use on tablets and smart phones. Variations of the MobileVue product, such as the Public Portal "PublicVue" are to be considered under the title "MobileVue" for purposes of this document

s. **Symphony OpsVue (OpsVue)** means the hosted airport enterprise management solution with flexible data visualization options and the most comprehensive aircraft surveillance data available. It provides real-time shared situational awareness, performance monitoring, alarming and alerting of aircraft and vehicle movement, enabling collaborative decision making (CDM) among airports, airlines and service providers. The system integrates multiple information sources to present a complete and accurate view of the airport so users can manage arrivals and departures, pushback times, irregular operations, and compliance with passenger bill of rights (Department of Transportation (DOT) Airline Passenger Protections) requirements.

t. **Symphony PublicVue (PublicVue)** means the most publicly visible element of an airport's noise & operations management system (NOMS). With Harris' standard off-the-shelf PublicVue portal, citizens can access PublicVue via the Internet and locate their homes on the base map by providing their address. This allows the user to then observe historical flight operations near their residence. The standard off-the-shelf PublicVue Portal also allows the user to directly input noise complaints via the Internet, which are accessible by Licensee through EnvironmentalVue.

u. **Symphony ReportVue (ReportVue)** means a web-delivered module that enables users to report on data from Symphony OpsVue, NextVue and EnvironmentalVue applications, as well as stand-alone as a reporting software pulling data from an established database.

v. **Symphony RevenueVue (RevenueVue)** means the hosted airport revenue management system, leveraging NextGen Data to help airports increase efficiency and accuracy in their airport's revenue management program.

w. **System Availability** means with respect to any particular calendar month, the ratio obtained by subtracting Unscheduled Downtime during such month from the total time during such month, and dividing the difference by the total time during such month.

x. **System Uptime** means the total amount of time during any calendar month, measured in minutes, during which NextGen Data is being sent to Licensee.

y. **Third Party** means individuals or entities other than Licensee and Harris and their affiliates and employees.

z. **Unscheduled Downtime** means the total amount of time during any calendar month, measured in minutes, during which the Software and NextGen Data are accessible from Harris servers, other than Scheduled Downtime, as defined above

aa. **VMAT** means a Symphony Vehicle Movement Area Transponder. A VMAT is a Universal Access Transceiver (UAT) Automatic Dependent Surveillance-Broadcast (ADS-B) vehicle tracking unit, allowing for accurate, real-time tracking of surface vehicles in the airport movement area providing increased operational safety and efficiency.

Table 1: Categories of NextGen Surveillance Data Services

NAS-Wide Service Area	Data shall be provided for CONUS, Alaska, Hawaii, and Puerto Rico, excluding the surface of any airports. Coverage shall be equivalent to current radar coverage.
Terminal Service Area	Data shall be provided for a volume 30 nautical miles around the center of the airport extending to a height of 20,000 feet, excluding the surface of the airport. Coverage shall be equivalent to current radar coverage.
ASDE-X Airport Service Area	Data shall be provided for the surface of an ASDE-X airport. Coverage shall be equivalent to current ASDE-X surface coverage.
ASSC Airport Service Area	Data shall be provided for the surface of an ASSC airport. Coverage shall be equivalent to current ASSC surface coverage.

Table 2: Flight or <FLTS> record

#	Version number of the comma-separated format
UID	Unique flight identifier
DT	Unix time
MT	Message Type (1=FlightStart, 2=Amended, 3=FlightEnd)
FID	Flight ID (ex: AAL1721)
CS	Call-sign (ex: AAL21QC)
ACT	Aircraft Type (ex: B757)
MS	ICAO 24 unique identifier (6 hex chars)
ORG	ICAO or IATA code for the departure airport
DST	ICAO or IATA code for currently scheduled arrival airport
TSR	Tracking source (1=non-ADSB, 2=1090, 3=UAT, 4=ASDE-X)

Table 3: Track Position or <PTS> record

#	Version number of the comma-separated format
UID	Unique flight identifier
DT	Unix time
LAT	Latitude of track point (WGS-84)
LON	Longitude of track point (WGS-84)
ALT	Altitude of track point (Feet above MSL)
HD	Heading (degrees with North=0)
SPD	Speed (knots)
TGT_ADDR	Identifier used internally (6 hex chars)
SSR	Mode 3/A code
TSR	Tracking source (1=non-ADSB, 2=1090, 3=UAT, 4=ASDE-X)

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Table 4: Flight Information or <Flight Info> record

TOA	Time of Applicability (Unix time)
UID	Unique flight identifier. *32-bit unsigned integer.*
Category	Aircraft category which takes one of the following values: - UNKNOWN - LIGHT - SMALL - LARGE - HEAVY - ROTORCRAFT - SURFACE_VEHICLE - OTHER
APT_ICAO	4 character ICAO airport code; set for ASDE-X airports
Route	Filed flight route; See NAS-MD-312 for details; max length 940 bytes
Departure Fix	Departure fix for the scheduled route, max length 12 bytes
VFR	TRUE/FALSE - set based on target's Mode A code
Alert	Alert based on target's Mode A code is one of the following values: - HIJACKING - RADIO FAILURE - EMERGENCY - NONE

Figure 1 below identifies the flow of data throughout the system.

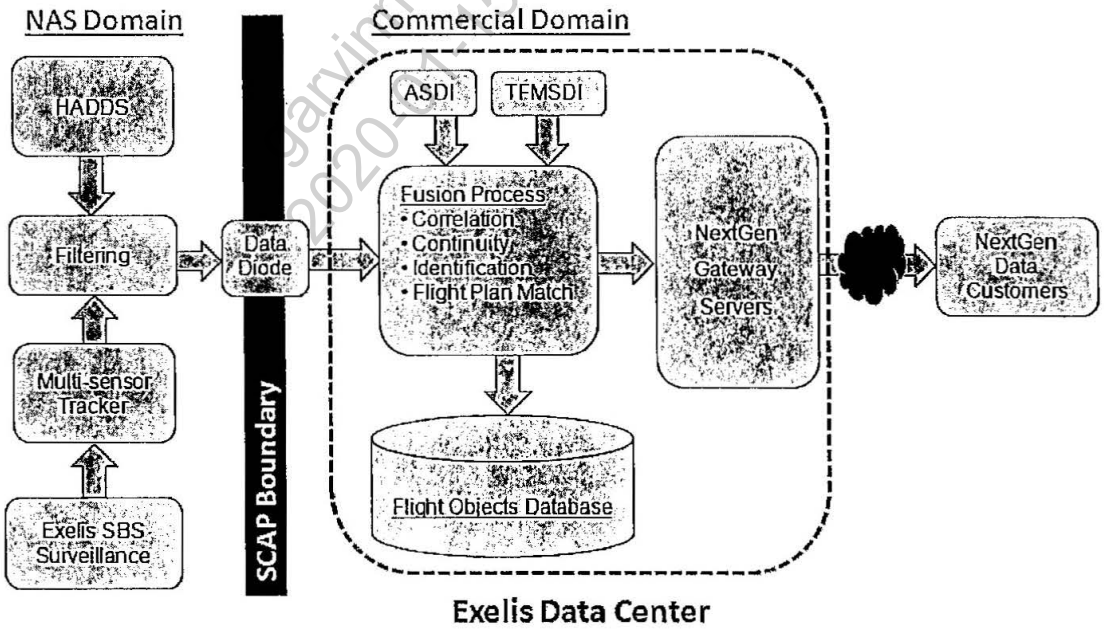

Figure 1: Commercial NextGen Data Service Architecture

Attachment B

Scope of Services

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Attachment B

Scope of Services

THIS SCOPE OF SERVICES (SOS) REPLACES ALL PREVIOUS SOS FOR THE SAME SERVICES

This attachment defines the Software, Hardware, Hosting, Support, Equipment Improvements and incidental tasks pertaining to the services provided by Harris Corporation (hereinafter referred to as 'Harris') to the Lambert – St. Louis International Airport (hereinafter referred to as 'Licensee'). Initial sections of this document describe at a high level the services provided while later Attachments detail specific requirements pertaining to the specific services rendered.

1. BASE SERVICES SOLUTION OVERVIEW

Harris will provide the following software and services to Licensee as shown in Tables B-1a through B-1d. Specific periods of performance for each product will be outlined in their associated Attachment.

Table B-1a: Software & Data Feeds Provided (Deliverables)

Software/Data Feeds	License / Unit Quantity	Description	Attachment
Symphony EnvironmentalVue	Up to 5	Noise & Operations Monitoring (NOMS) System	I
Symphony Contours with Virtual Noise Monitors	Up to 5	Automated generation of INM compliant noise contours	J
Symphony OpsVue	1	Airport/Airline Operations Situational Awareness & Decision Support System	E
Symphony MobileVue	5	Airport Situational Awareness for Mobile Devices	F
Harris NextGen Surveillance Data	N/A	ATC Quality Aircraft Surveillance Data - NAS-Wide, Terminal, ASDE-X Airport Service Area around STL – (NAS-Wide is applicable to OpsVue Only)	G

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Table B-1b: Services Provided

Service Description	Attachment
Centralized Hosting & Storage	I, J, E, F
Automatic Secure Backups	I, J, E, F
Data Archives Provided Quarterly for Newly Accrued Data	I
Monitoring of Data transfer & processing	I, J, E, F, G
Customer Support	I, J, E, F, G
Internet Weather Feed	I, E, F
Mail-In Maintenance of 8 Permanent LD831 NMTs	I
Mail-In Maintenance of 1 LD831 Portable Sound Level Meter	I
1 Harris Provided Computer Workstation until 1/20/18	I
40 VMATs – Deployment 1	H
20 VMATs – Deployment 2	H

Pricing and specific terms are defined in Tables B-1c through B-1g below. Table B-1c summarizes the overall pricing for the entire solution. Tables B-1d through B-1g presents the pricing by product.

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Table B-1c: Total Solution Pricing

Contract Pricing for Core Licensing & Maintenance for Three Years Fixed Firm	Annual Cost (USD)
Base Period 1 (1/1/16 – 6/30/16)	$103,674
Base Period 2 (7/1/16 – 6/30/17)	$236,982
Base Period 3 (7/1/17 – 6/30/18)	$244,090
Base Period 4 (7/1/18 – 12/31/18)	$124,449
Base Period Total	$709,196

Table B-1d: Initial 40 VMATs Maintenance

Contract Pricing for Core Licensing & Maintenance for Three Year Fixed Firm	Annual Cost (USD)
Base Period 1 (1/1/16 – 6/30/16)	$16,125
Base Period 2 (7/1/16 – 6/30/17)	$33,058
Base Period 3 (7/1/17 – 6/30/18)	$34,049
Base Period 4 (7/1/18 – 12/31/18)	$17,450
Base Period Total	$100,681

Table B-1e: Second Deployment 20 VMATs Maintenance

Contract Pricing for Core Licensing & Maintenance for Three Year Fixed Firm	Annual Cost (USD)
Base Period 1 (1/1/16 – 6/30/16)	$7,946
Base Period 2 (7/1/16 – 6/30/17)	$16,247
Base Period 3 (7/1/17 – 6/30/18)	$16,734
Base Period 4 (7/1/18 – 12/31/18)	$8,554
Base Period Total	$49,480

Table B-1f: MobileVue & OpsVue Maintenance

Contract Pricing for Core Licensing & Maintenance for Three Year Fixed Firm	Annual Cost (USD)
Base Period 1 (1/1/16 – 6/30/16)	$15,150 ($10,100 OpsVue & $5,050 MobileVue)
Base Period 2 (7/1/16 – 6/30/17)	$31,055 ($20,703 OpsVue & $10,352 MobileVue)
Base Period 3 (7/1/17 – 6/30/18)	$31,986 ($21,324 OpsVue & $10,662 MobileVue)
Base Period 4 (7/1/18 – 12/31/18)	$16,391 ($10,927 OpsVue & $5,464 MobileVue)
Base Period Total	$94,581

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Table B-1g: NOMS Maintenance

Contract Pricing for Core Licensing & Maintenance for Three Year Fixed Firm	Annual Cost (USD)
Base Period 1 (1/1/16 – 6/30/16)	$64,454
Base Period 2 (7/1/16 – 6/30/17)	$156,623
Base Period 3 (7/1/17 – 6/30/18)	$161,322
Base Period 4 (7/1/18 – 12/31/18)	$82,055
Base Period Total	$464,453

2. Customer Service

2.1 Problem Reporting

Harris uses a web-based, Symphony Trouble Tracking System (STTS) to monitor customer problems. This system will be used to measure issue status, resolution and response timeliness. The system is available at https://secure.symphonycdm.com/support/ and requires airport name, user and password for authentication.

Harris also provides a user hot-line support number at (877) 448-2647, answered between the hours of 08:00 to 17:00 Eastern Standard Time, Monday through Friday. Calls to this hot-line are entered into the STTS for monitoring and reporting.

The support team can also be reached via the SymphonySupport@exelisinc.com email address, or by a chat function during business hours which is available from application login screens and help menus.
Issues reported outside of normal business hours (08:00 to 17:00 Eastern Standard Time, Monday through Friday) will be considered entered at 08:00 the next business day.

Harris will respond either by e-mail, telephone, fax, or through the web-based Symphony Trouble Tracking System (STTS) within two (2) working days to any entries into the STTS by the customer. Harris will endeavor to resolve maintenance issues in accordance with the goals provided in the Service Response Goals Table. Issue resolution is, of course, dependent upon many factors including detailed nature, reproducibility, system availability and other mitigating factors.

2.2 Service Response Goals

Table B-2 describes the service response goals for system faults or system upgrades. Actual response times may vary depending on the specific details of the problem and significant deviations will be communicated to the customer. Service Response Goals do not apply to hardware, software and services not maintained by Harris, or items maintained on a time and materials basis.

The fault level is associated with a field in the Symphony Trouble Tracking System (STTS) that identifies the criticality of the fault. The default setting in the STTS is Level 3 and can be changed by the support team if needed. This additional information will enable the customer and the customer support team to track severity of, the status of resolution efforts, and the associated response times. Please note that failures caused by End of Life hardware (if any) are expressly excluded from service response goals.

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Table B-2: Service Response Goals

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Level 1	Fault resulting in or Causing loss or Corruption of data	Examples of Level 1 faults include complete failure of data collection devices, servers, etc. which prohibit the ability to collect required data for use, or corruption of such data.	Response within 5 business hours; Remediation plan communicated to the customer within 1 working day; data capture effected within 3 working days; return to service within 5 working days	95%
Level 2	System/data not accessible but data still being stored	Examples of Level 2 faults include website or application inaccessibility, but data continues to be collected and stored.	Response confirming data still being collected within 1 working day; response providing corrective action plan within 2 working days; return to service within 5 working days	90%
Level 3	Loss of functionality	Examples of Level 3 faults include major losses of functionality or modules which are usually present, with no available workaround, such as loss of report generating functionality.	Response providing corrective action plan within 2 working days; return to service within 5 working days	90%
Level 4	Minor faults that do not affect day to day use of the system	Examples of Level 4 faults include minor items which do not prohibit use of the system or obtain intended utility of the system as a whole, either with or without a workaround.	Level 4 issues are collected from all customers and prioritized for completion or correction in subsequent releases. Customers will be notified via the STTS system when scheduled for inclusion in an upcoming release, and the ticket will remain open until corrected in the scheduled release.	100%
Programmed Release/ Planned Maintenance	Programmed releases to fix minor faults and also planned maintenance of noise monitors		Subject to internal developmental and roadmap priorities. Schedules will be communicated to customers.	100%
General Support	Response to contacts via STTS or Toll-free Helpdesk		Response in two working days	100%

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2.3 System Status

Harris' web-based Symphony Trouble Tracking System will enable the customer to monitor and review system status issues.

3. Software

3.1 Software Updates

Software updates for authorized licensed applications will be handled via change control procedures at Harris. Prior to release of the change package, testing will be conducted at Harris in an environment designed to support the customer site implementation. This includes all central site software, customer software and certain data collection interfaces.

3.2 Software Availability

Software Availability is measured by the presence of the Software web site for use by Licensee. The system will be available over 99% of the time for customer utilization. Harris will coordinate with the customer to notify and address regular system maintenance and upgrades. Scheduled backups and data processing occur during off-hours to minimize the impact of the systems' outages or response times.

3.3 System Administration and Management

3.3.1 Database Administration

Database administration will be performed by Harris on shared servers at its professionally-hosted facility. Access to the database, for maintenance purposes, is by authorized Harris personnel only using Username and Password protection.

3.3.2 Accounts Management

For Symphony EnvironmentalVue (EnvironmentalVue), user login accounts are managed by Licensee designated "Power Users". An EnvironmentalVue web module, available only to Power Users, allows for the addition, modification or deletion of a particular Licensee user. User login modifications allow the Power User to restrict a given user to a set of EnvironmentalVue tools. EnvioronmentalVue logins also work in Symphony ReportVue. Symphony PublicVue (PublicVue), which is a public portal extension of EnvironmentalVue, allows community members to create their own accounts.

For all other applications, including Symphony OpsVue (OpsVue), Symphony DeiceVue (DeiceVue), NextVue, and Symphony MobileVue (MobileVue), login accounts are managed by the Harris support staff.
Logins for these applications also work for the associated Symphony ReportVue. If workstations or servers are deployed at Licensee locations, Harris will have remote access to perform maintenance and troubleshooting. Harris is not responsible for failures resulting from Licensee's loading software onto or changing the configuration of the deployed systems.

As necessary, Harris staff will coordinate with Licensee's IT staff. However, failure of Licensee's IT staff to configure workstations, firewalls, networks, etc. in accordance with the recommended configurations does not constitute a failure of the Harris software or

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system. Changes to software applications, web sites, or deployed systems to meet unique requirements of Licensee's IT policies may incur additional fees.
All data traffic for authorized licensed applications is encrypted. Harris will ensure the confidentiality of the data and will not release data to a third party without written consent from Licensee.

3.3.3 Configuration Management

System configuration management is the responsibility of Harris.

3.3.4 Software Management

Harris, as the service provider, is solely responsible for the management of authorized licensed applications software.

3.3.5 Application System Administration

Harris is solely responsible for all Harris provided application software.

3.3.6 Problem Management

Application issues will be input and tracked by the user onto the STTS.

3.3.7 Licensee LAN/WAN Management

Licensee is responsible for providing the user workstations with high-speed Internet connectivity to authorized licensed applications.

3.3.8 Change Management

Updates to authorized licensed applications software will be handled by Harris under the Harris software development/management processes.

3.3.9 Capacity Planning/Performance Management

Harris is responsible for all capacity and performance management for the servers in Harris hosting facilities.

3.3.10 Backups and Archiving

The authorized licensed applications raw data files are backed up daily in a datacenter and are cycled on a weekly basis to an offsite location. A backup database provides additional redundancy.
Licensee may elect to work with Harris to maintain local data archives. Data archiving will be performed on a Time and Materials basis and is not included in the base price or scope of this agreement, unless outlined in Table B -1b: Services Provided.

3.4 Minimum System Requirements

Licensee is responsible for the desktop support and configuration of those workstations with access to the Software provided. This will include, but is not limited to, maintenance of the OS, virus protection, java versions, browsers, and any installation or reinstallation of Harris software.

While the exact workstation requirements will vary based on the specific uses and configuration of the Software provided, this section describes both a minimal and a

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suggested configuration. The suggest configuration has been designed to support most average client uses. Consultation with Harris is always recommended. Note, MobileVue and PublicVue simply require Tan browser running IE8 or later, Safari 4 or later, Chrome v3 or later, and Firefox 3.5 or later.

	Minimal Configuration
Operating System	Windows 7 32 bit or later OS
Hardware	• X86, 2.4 GHz dual-core microprocessor • 3.5 GB's of available system memory • 512 MB's on card graphics memory • Mouse of similar pointing device • 1024 x 768 display resolution
Browser	Internet Explorer version 8 or higher

	Suggested Configuration
Operating System	Windows 7 64 bit or later OS
Hardware	• X86, 2.4 GHz quad-core microprocessor • 4 GB's of available system memory • 1GB's on card graphics memory • Mouse of similar pointing device • Dual 1920x1200 monitor displays
Browser	Internet Explorer 64-Bit Edition version 8 or higher ***(Note: You must download and install 64-bit Java when using a 64-Bit Browser, and the application must be launched from IE 64 to run in 64 bit mode)***

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The workstation must also have the Java Runtime Version 7 or later installed. To execute applications in 64-bit mode for best performance, a 64 bit Operating System, 64 bit Internet Explorer and 64-bit Java Runtime Libraries must all be installed. Additionally, in cases where multiple applications will run concurrently with Symphony Products, it is suggested that the system have 2GB's of system memory available for each Symphony Product. Users should consult Symphony Support for assistance in configuration for best performance.

4. Hardware

Hardware terms specific to the individual products maintained by Harris are included in their associated Attachments.

4.1 General Items Excluded From Maintenance

Problems experienced with items not maintained by Harris, will be remedied on a time and materials basis if possible, and if mutually agreed upon. The following items are not included in Harris supplied maintenance and support services:

a) Replacement of consumable items such as magnetic media, printer and plotter paper, and inking cartridges for printers and plotters.

b) Repair or replacement of equipment under maintenance damaged by vandalism, accident, fire, riot, civil disturbance or acts of war.

c) Repair or replacement of equipment damaged by acts of God, including, but not limited to, lightning strikes, flood, unusually severe weather or other acts of nature.

d) Repair or replacement of equipment under maintenance damaged by modifications or adjustments made by Licensee personnel and not authorized by Harris or not performed under Harris' supervision and direction.

e) Repair or replacement of equipment under maintenance damaged by operation in an unsuitable environment such as inadequate air conditioning, humidity control, or faulty electric power.

f) Repair or replacement of equipment under maintenance damaged by relocation of equipment not performed by Harris or under Harris' supervision and direction.

g) Telephone lines or problems caused by faulty telephone lines or other communications infrastructure.

h) Power lines or problems caused by faulty power lines.

i) Equipment maintained by Harris for which repair parts or services are currently unavailable or become unavailable during this Agreement term, which can no longer be adequately and reasonably maintained, and equipment that reaches End of Life (EOL) during the Term of this Agreement.

Equipment for which parts and services are no longer available or which can no longer be maintained will be identified to Licensee within 30 days of determining its status and a commercial-off-the-shelf equivalent will be identified for replacement.

Harris will use commercially reasonable efforts to provide Licensee with six (6) months prior notice to the End of Life (EOL) for any equipment. Once equipment has reached EOL, Harris shall no longer be responsible for maintaining such equipment, nor shall Harris have any responsibility to replace the equipment at its own expense. Replacement of EOL equipment is not within the Scope of Work of this Agreement. After equipment has reached EOL, Harris will identify options for Licensee to replace the equipment. In addition, once equipment reaches EOL, Harris and Licensee will enter into a bi-lateral modification to reduce the scope of the current Agreement and to modify the pricing in the Agreement.

j) Damage to Maintained Equipment caused by leaking or corroded batteries.

k) Paint or surface finishes of any item of Maintained Equipment.

l) Remote site electrical service equipment.

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m) Remote site communications.

n) Changes in third party data formats.

5. Changes to Equipment and/or Services

The list of equipment provided or services performed may be amended in the following ways:

a) Additions – Items to be added must be approved by Harris prior to inclusion on the list. The increase in monthly maintenance charges or implementation fees for added equipment, software, or services will be provided by Harris to Licensee.

b) Deletions – Licensee may delete any item upon sixty (60) days written notice, provided that the remaining system meets necessary requirements for functionality and reliable operation. The decrease in monthly maintenance charges for deleted equipment, software or services will be by provided by Harris to Licensee, and will take into account any termination fees or unavoidable associated costs incurred by Harris related to the deletion or termination of services.

6. Customer Responsibilities

Licensee is responsible for the following:

a) Maintaining a staff that has received adequate training in operating the licensed application software and equipment and has the skills required to perform operator level maintenance including the removal and replacement of equipment, including but not limited to computer hardware, peripherals, or VMAT equipment, cabling, or antennas as appropriate under the direction of Harris maintenance personnel. Note that changes in Licensee staff may require training for new personnel. Harris will supply such training on a time and materials basis.

b) Maintaining a log-in account on the system for use by Harris to allow remote access, through dial-up or Internet access with administrative privileges to the system for performing diagnostic and malfunction analysis and corrective actions.

c) Costs and management of power and communications (e.g., telephone, ISDN, DSL, wireless broadband) and contractual relationships, unless outlined in Table B-1b: Services Provided.

d) Strictly controlling access to authorized licensed applications as it is a proprietary application.

e) Maintain a list of Authorized End Users. Harris will conduct an annual inventory of authorized users.

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Contact Information

SUPPORT

Hot-Line:	(877) 448-2647
Trouble Tracking System:	https://secure.symphonycdm.com/support/
E-mail:	symphonysupport@harris.com

CONTRACTS

Sharon Goldin, Contracts Management	Sharon.Goldin@harris.com
	(703) 473-5132

SERVICE

Brittney Younger, Customer Relationship Manager	Brittney.Younger@harris.com
	(571) 203-1532

SALES

Danielle Molder, Business Development	Danielle.Molder@harris.com
	(703) 668-6096

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Attachment C

Service Level Agreement

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Attachment C

Service Level Agreement

1. System Performance

1.1 System Availability:

System availability shall be 0.995 measured from existence of data at the NAS boundary to delivery through the NextGen Gateway Servers. Availability shall be measured over a monthly period. Coordinated interruptions of service for system maintenance or interruption by the FAA shall not count against system availability. The System Availability shall be calculated as follows:

$$\textbf{System Availability} = \frac{\textbf{(Total Monthly Time – Unscheduled Down Time)}}{\textbf{Total Monthly Time}}$$

NOTE: "Total Monthly Time" is deemed to include all minutes in the relevant calendar month to the extent such minutes are included within the Term of this Agreement.

The following shall not be considered toward any reduction in System Availability measurements: (i) Licensee's breach of any provision of this Agreement; (ii) non-compliance by Licensee with any provision of this Addendum; (iii) poor or inadequate performance of Licensee's systems; (iv) equipment failures; (v) acts or omissions of Harris or suppliers; or (vi) force majeure.

1.2 Access to Support; Response Times:

Licensee may report Unscheduled Downtime by email and Customer Support Portal 24 hours a day, 7 days a week. Harris will exercise commercially reasonable efforts to respond to reports of Unscheduled Downtime email acknowledgement within two (2) hours of each such report during normal business hours or the next business day if the report is received after hours, on weekends or federal holidays. All methods for reaching the support team are as follows:

Email: symphonysupport@exelisinc.com

Hotline: 877-448-2647 (8AM-6PM EST)

Customer Support Portal: https://secure.symphonycdm.com/support

Chat: https://home-c7.incontact.com/inContact/ChatClient/ChatClient.aspx?poc=15eadef5-7dca-4d1e-9174-e91e70e308ff&bu=4593878 (Link found in product "Help" menus and login screens in Software).

2. Measurement and reports

2.1 System Monitoring and Measurement:

Harris will provide for monitoring of System Availability on an ongoing basis. All measurements of System Availability will be calculated on a monthly basis for each calendar month during the Term.

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2.2 System Performance Reports:

Upon Licensee's request, Harris will provide designated Licensee personnel with a monthly report that summarizes the operational status of the NextGen Data availability the previous month. The report will identify availability of the NextGen Data, and occurrence of any maintenance events. If Licensee disagrees with any measurement or other information set forth in any such report, it must so inform Harris in writing within five (5) calendar days after receipt thereof, provided that the accuracy of any such report shall be deemed conclusive unless such notice is provided by Licensee. Any such notice must indicate specific measurements in dispute and must include a detailed description of the nature of the dispute. Harris and Licensee agree to attempt to settle any such disputes regarding System Availability in a timely manner by mutual good faith discussions.

3. Remedies:

In the event Unscheduled Downtime occurs, Harris will undertake commercially reasonable efforts to remedy such Unscheduled Downtime within a commercially reasonable timeframe. If Harris is unable to provide and recover the historical data lost because of Unscheduled Downtime within one month, Licensee shall be entitled to the following Licensee Credits, provided that the maximum number of Licensee Credits to be issued by Harris to Licensee for any and all Unscheduled Downtime shall not exceed one month of service each year.

Length of Unavailability	**Licensee Credit***
4 to 24 hours of continuous Unscheduled Downtime	1 day of service fees credited (i.e., 1/30 monthly fees)
24 to 48 hours of continuous Unscheduled Downtime	2 days of services fees credited (i.e., 1/15 monthly fees)
48 to 72 hours of continuous Unscheduled Downtime	3 days of service fees credited (i.e., 1/10 ** monthly fees)

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* Licensee Credit shall be applied to the next invoice for Licensee Fees.

** Each block of 72 hours of continuous Unscheduled Downtime thereafter shall be credited 3 days of service fees.

NOTE: For more than 168 hours of total Unscheduled Downtime, 1 full month of Licensee fees shall be credited.

Attachment D

Optional Solution Enhancements

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Attachment D

Optional Solution Enhancements

Attachment D defines the optional Software Solutions, Hardware, Hosting, Support, Equipment Improvements, and incidental tasks pertaining to the services provided by Harris to the Licensee. In addition to the current system(s), Harris is pleased to present optional solutions and enhancements that will provide further functionality and value to the service. Each of these solutions/enhancements may be elected at any time during the period of performance of this contract through the execution of a mutually agreed upon and executed Change Order. Each Change Order may incorporate its own individual terms and conditions as required.

Option 1 Symphony PublicVue

PublicVue is a web enabled centrally hosted solution that delivers the most advanced modern Public Flight Tracking System that the aviation industry has to offer. The *PublicVue* solution with its high quality flight tracking capabilities provides robust visualizations and extensive analytical capabilities to the public.

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Key *PublicVue* features include:

- High definition, configurable displays that run on a number of standard Web browsers (IE, Safari, Firefox, Chrome) and are accessible on tablets and smart phones (iOS, Windows, and Android)
- Real-time (with 10 min security delay) and historical replay flight tracking options are available
- Compliant creation is fully integrated and auto-populates flight information into the complaint
- Public has the ability to use the smartphone or tablet location to center the map display and show relative aircraft position, bearing and altitude
- Address Lookup and Locate Me tools enable public to define location and show the relative position of the aircraft to that location
- Existing integration with *EnvironmentalVue* NOMS system enables the public to submit complaints via PublicVue that will directly populate into the NOMS complaint database
- Data accuracy, transparency and consistency in what the public sees through PublicVue and what the Noise office analyzes and reports through EnvironmentalVue
- Intuitive, user customizable displays, including 7 different map overlays and real-time weather overlays
- Tabular data supports map filtering (arrivals, departures and over-flights) for public users who are interested in analyzing particular operations
- User configurable flight data tags, pop-up labels, icon sizing and colorization

- Flight following with optional display of the full flight path and slant angle feature shows homeowners the exact route and profile of a flight in the vicinity of their location

Option 2 Additional Symphony OpsVue Licenses

Symphony OpsVue is a web-hosted application that provides visualization of all flights in the National Airspace System (NAS) and operational monitoring and alerting for taxi delays, diversion management and irregular operations. *OpsVue* leverages the FAA's investment in NextGen technology by fusing legacy radar and multilateration data with Automatic Dependent Surveillance-Broadcast (ADS-B) flight tracking surveillance data to provide the most complete, accurate and timely picture of all aircraft in the air and on the ground (in both 2D and 3D) throughout the NAS.

Key features of *OpsVue* include:

- NAS-wide real-time shared situational awareness and data visualization
- High performance 2D/3D visualization engine providing real-time updates of critical operational elements
- Operational monitoring & alerting for tarmac delays, geofencing, surface saturation and diversions
- Multiple alerting methods (email, SMS, display pop-ups, aircraft color changes) when user –defined thresholds are exceeded
- Operational replay & historical analysis: (1) visual replay of operations and situations, and (2) historical data analysis and report generation
- ExecVue dashboard provides key Airport status information including, but not limited to, METARS, TAFs, NOTAMs, Taxi Times, Diversions, Arrivals and Departures
- Flight surveillance coverage includes military and VFR flight activity
- Graphical and Textual Weather Packages are available (Radar, Real-time Lightning)

Option 3 Symphony DeiceVue

Symphony DeiceVue brings a new level of automation and shared situational awareness to deicing operations at the Airport. The system streamlines the deicing process for Airlines, ATC, Airports and Service Providers by minimizing the need for manual data entry and verbal communications at the ramp tower. The web-based application provides key stake holders visibility into the deicing process in real-time and automatically tracks and visually communicates each aircraft's location and stage in the deicing process to all authorized users.

In addition, DeiceVue automates the collection of key milestone events in the deicing process, automates the collection and association of fluid data to a specific aircraft, and alerts users when process exceptions occur. The Symphony ReportVue module, allows users to easily and automatically generate reports on the following to support billing and auditing activities:

- Flight history
- Deicing fluid use
- Deicing milestone times
- Weather data
- Staff assignment data

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Option 4 NextVue

NextVue is a web-hosted GIS application that provides visualization of all flights in the National Airspace System (NAS) and operational monitoring and alerting for taxi delays, diversion management, surface congestion and irregular operations. NextVue leverages the FAA's investment in NextGen technology by fusing legacy radar and multilateration data with ADS-B flight tracking surveillance data to provide the most complete, accurate and timely picture of all aircraft in the air and on the ground (in both 2D and 3D) throughout the NAS and globally. Combined with trusted airline prediction models and collaborative decision making tools, users are able to effectively analyze the past, proactively manage the present and predict the future.

NextVue features include but are not limited to:

- Global real-time shared situational awareness and data visualization driven by the nationwide Harris NextGen Surveillance feed and third party flight status information
- System interface to ingest and display carrier ACARS and Satellite data for global flight following and situational awareness
- Tracking all ADS-B equipped aircraft in the air and on the ground at most domestic airports, including airports that are not equipped with multilateration surface surveillance (non ASDE-X and non ASSC airports)
- High performance 2D/3D visualization engine providing real-time updates of critical operational elements – in both real time and replay modes
- Operational monitoring and alerting for tarmac delays, diversions, surface saturation, gate/alleyway conflicts and user defined areas (geofences)
- Diversion management in terms of (1) Diverted To / Diverted From tables to track diverted flights; and (2) monitoring and alerting as diversion capacity thresholds are exceeded at user specified airports
- System replay/DVR playback capability for visual replay of operations and situations for use in historical analysis and in-house training that are valuable for performance and efficiency assessments
- Report generation including (1) standard reports such as throughput, runway usage, taxi times, etc.; and (2) ad hoc custom reporting based on user selected data fields that can be sorted, filtered and grouped as desired
- Congestion prediction on the airport surface and all phases of flight
- Proactive management of congestion, advanced slot substitution capabilities and efficient collaboration with the FAA's Traffic Flow Management (TFM) system.

NextVue also includes the proven prediction capabilities from Metron Aviation's Harmony product. These predictions combine the fused surveillance data, third party data (e.g., gate assignments, block times), and predictive algorithms to enhance the user experience beyond a view based solely on surveillance data. Decision making functionality includes:

- Volume / Congestion Management – such as arrival and departure demand, total number of aircraft on the target airport surface and user specific constraints;

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- Departure Management – airline specific departure fix restrictions, airline or airport specific departure rates, predict departure times, predict departure delays, predict departure fix loading, etc.;
- Arrival Management – predict gate and ramp availability for arrivals, arrival gate alerts, alternate airline specific eligible gate availability, etc.; and
- Metrics Reporting – standard reports including arrival and departure compliance, utilization and other identifiable data quality and performance parameters.

Option 5 Additional Symphony MobileVue Licenses

Symphony MobileVue is a situation awareness display system that displays real-time aircraft and vehicle surveillance data on a portable device. *Symphony MobileVue* puts real-time surveillance data in the hands of the people who are actually operating on the surface of an airport, providing significant improvements in safety and efficiency. *MobileVue* enables airfield operations staff to have real-time access to surveillance and taxi-time information on a portable device. Airfield operations staff are able to manage their activities (Part 139 inspections, maintenance, snow removal, towing operations, etc.) based on what is actually happening on the airfield, and with coverage of approaching aircraft. For emergency operations, Incident Commanders and other emergency responders can effectively respond and manage emergency operations in the field, with all responders able to view the same real-time situation awareness display.

With airport vehicles equipped with *VMATs*, *MobileVue* will enhance safety and efficiency in movement and non-movement areas by providing airport operators with a depiction of their location in relation to aircraft and other vehicles operating around and on the airport surface.

MobileVue features include:

- Simple, familiar hardware and display interface;
- Supports zoom, pan and centering operations;
- User configurable information display;
- Displays aircraft taxi-times for DOT compliance monitoring;
- Easy to install and update wirelessly; and
- User selectable background maps and colors.

Option 6 NextGen Surveillance Data for Other Airport Applications

Harris' NextGen Data is a multi-sensor based surveillance fused data feed available for the U.S. National Airspace System ("NAS"). The NextGen data feed contains ADS-B data derived directly from the U.S. national ADS-B Network owned by Harris, and U.S. Government-sourced data including but not limited to: FAA in route and terminal secondary surveillance data, airport surface surveillance data from the FAA Airport Surface Detection Equipment Model X (ASDE-X), and flight plan data from the FAA host system. The NextGen data also includes value added content provided by Harris through the application of proprietary algorithms and data.

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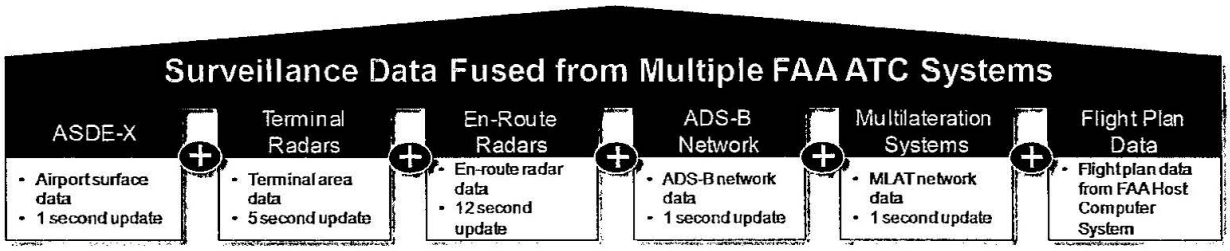
One Aircraft Target...One Track...One Point of Contact....Nationwide



Harris NextGen Data Elements

Key Benefits of the Harris NextGen data include:

- Fused multi-sensor surveillance – failure of one surveillance data source does not mean a complete loss of data coverage. Radar-based systems are "single-sensor" systems.
- Geo-referenced data – all surveillance sources are calibrated after fusion to provide more accurate aircraft positions.
- As more aircraft become ADS-B equipped, Harris' surveillance accuracy will increase even more

Categories of NextGen Surveillance Data Services

Service	Description
NAS-Wide Service Area for unlimited use of the data per the terms of this Agreement – Applicable to OpsVue Only	Data shall be provided for CONUS, Alaska, Hawaii, and Puerto Rico, excluding the surface of any airports. Coverage shall be equivalent to current radar coverage.
ASDE-X Airport Surface Service Area for unlimited use of the data per the terms of this Agreement (OpsVue & MobileVue Only)	Data shall be provided for the surface of an ASDE-X / ASSC airport. Coverage shall be equivalent to current ASDE-X /ASSC surface coverage.
Major Airport Terminal Service Area for unlimited use of the data per the terms of this Agreement	Data shall be provided for a volume 30 nautical miles around the center of the airport extending to a height of 20,000 feet, excluding the surface of the airport. Coverage shall be equivalent to current radar and ASDE-X/ASSC coverage.

Notes:
1. In some cases, Airport Terminal Service Areas will only be sold in bundles if the locations of the airports are within one Terminal Service Area. Some example bundles include, but not limited to, are: New York Metropolitan Area, Washington DC Metropolitan Area, Chicago Metropolitan Area, San Francisco Metropolitan Area and the Los Angeles Metropolitan Area. Pricing for each airport in a bundle is based on the pricing for that individual airport.

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2. Major Airport means the any airport with ASDE-X or ASSC surface surveillance. The list of airports considered Major are: ADW, ANC, ATL, BDL, BOS, BWI, CLE, CLT, CVG, DCA, DEN, DFW, DTW, EWR, FLL, HNL, HOU, IAD, IAH, JFK, LAS, LAX, LGA, MCI, MCO, MDW, MEM, MIA, MKE, MSP, MSY, ORD, PDX, PHL, PIT, PVD, PHX, SAN, SDF, SEA, SFO, SLC, SNA and STL.

3 Minor Airport means the any airport that is not classified as Major.

Option 7 - Additional Symphony Vehicle Movement Area Transponders (VMATS)

A Symphony Vehicle Movement Area Transponder (VMAT) is a Universal Access Transceiver (UAT) Automatic Dependent Surveillance-Broadcast (ADS-B) vehicle tracking unit, allowing for accurate, real-time tracking of surface vehicles in the airport movement area providing increased operational safety and efficiency.

VMAT units are certified by the FAA to be fully compliant with Federal Aviation Administration (FAA) Advisory Circular 150/5220-26. The unit enables continuous transmission of vehicle position and identification. Data transmitted from vehicles is picked up by FAA ADS-B ground infrastructure and displayed on air traffic controller displays in the tower cab allowing full ATC awareness of the location of the vehicles in the movement area.

Additionally, data is displayed in the cockpit of appropriately equipped aircraft for enhanced pilot situational awareness. The data from the VMAT unit is automatically integrated into Harris commercial NextGen data offering and other Harris products, including *OpsVue*, *NextVue*, and *MobileVue*. Subscribers to these products have full access to VMAT equipped vehicle movement data, and through *MobileVue* vehicle operators are provided the full airport situation awareness picture on iOS and Android mobile devices. VMAT units may be eligible for Airport Improvement Program funding.

Option 8 – Additional System Customization/Upgrades

Harris can upgrade Licensee's existing solution/s in the future by adding additional software modules and/or custom functionality, further expanding and enhancing the current solution's capabilities. Harris will work with Licensee to determine the mutually agreed Scope of Services for any and all custom work.

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Attachment E

Symphony OpsVue

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Attachment E – Symphony OpsVue

Overview

Symphony OpsVue is a web-hosted application that provides visualization of all flights in the National Airspace System (NAS) and operational monitoring and alerting for taxi delays, diversion management and irregular operations. *OpsVue* leverages the FAA's investment in NextGen technology by fusing legacy radar and multilateration data with Automatic Dependent Surveillance-Broadcast (ADS-B) flight tracking surveillance data to provide the most complete, accurate and timely picture of all aircraft in the air and on the ground (in both 2D and 3D) throughout the NAS.

Key features of *OpsVue* include:

- NAS-wide real-time shared situational awareness and data visualization
- High performance 2D/3D visualization engine providing real-time updates of critical operational elements
- Operational monitoring & alerting for tarmac delays, geofencing, surface saturation and diversions
- Multiple alerting methods (email, SMS, display pop-ups, aircraft color changes) when user –defined thresholds are exceeded
- Operational replay & historical analysis: (1) visual replay of operations and situations; and (2) historical data analysis and report generation
- ExecVue dashboard provides key Airport status information including, but not limited to, METARS, TAFs, NOTAMs, Taxi Times, Diversions, Arrivals and Departures
- Flight surveillance coverage includes military and VFR flight activity
- Graphical and Textual Weather Packages are available (Radar, Real-time Lightning)

B. Scope

Table B-C1: OpsVue Software Provided

Software	License Quantity	Description
Symphony OpsVue	1	Airport/Airline Operations Situational Awareness & Decision Support System

Table B-C2: OpsVue Services Provided

Service Description
Centralized Hosting & Storage
Automatic Secure Backups
Monitoring of Data transfer & processing
Customer Support
Internet Weather Feed

C. Special Terms and Conditions

All terms and conditions for OpsVue are consistent with the terms and conditions outlined in Attachment B Scope of Services.

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Attachment F

Symphony MobileVue

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Attachment F – Symphony MobileVue

A. Overview

Symphony MobileVue is a situation awareness display system that displays real-time aircraft and vehicle surveillance data on a portable device. *Symphony MobileVue* puts real-time surveillance data in the hands of the people who are actually operating on the surface of an airport, providing significant improvements in safety and efficiency. *MobileVue* enables airfield operations staff to have real-time access to surveillance and taxi-time information on a portable device. Airfield operations staff are able to manage their activities (Part 139 inspections, maintenance, snow removal, towing operations, etc.) based on what is actually happening on the airfield, and with coverage of approaching aircraft. For emergency operations, Incident Commanders and other emergency responders can effectively respond and manage emergency operations in the field, with all responders able to view the same real-time situation awareness display.

With airport vehicles equipped with *VMATs*, *MobileVue* will enhance safety and efficiency in movement and non-movement areas by providing airport operators with a depiction of their location in relation to aircraft and other vehicles operating around and on the airport surface.

***MobileVue* features include:**

- Simple, familiar hardware and display interface
- Supports zoom, pan and centering operations
- User configurable information display
- Displays aircraft taxi-times for DOT compliance monitoring
- Easy to install and update wirelessly
- User selectable background maps and colors

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B. Scope

Table B-D1: MobileVue Software Provided

Software	License Quantity	Description
Symphony MobileVue	5	Mobile Airport/Airline Operations Situational Awareness & Decision Support System

Table B-D2: MobileVue Services Provided

Service Description
Centralized Hosting & Storage
Automatic Secure Backups
Monitoring of Data transfer & processing
Customer Support
Internet Weather Feed

C. Special Terms and Conditions

All terms and conditions for MobileVue are consistent with the terms and conditions outlined in Attachment B Scope of Services.

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Attachment G

Harris' NextGen Surveillance Data

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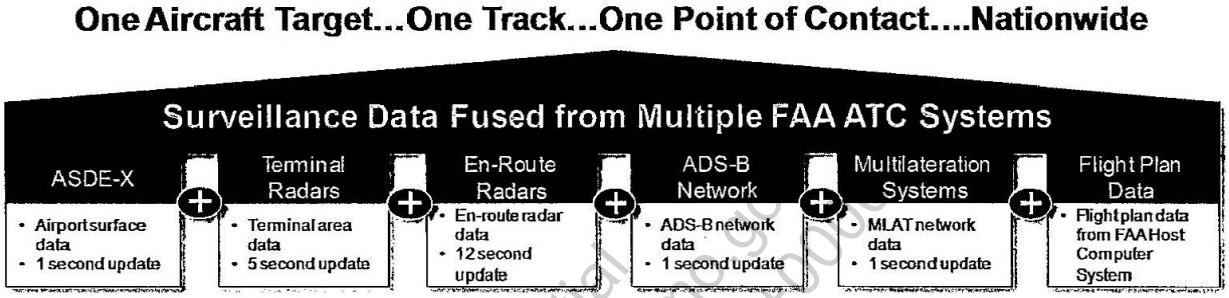
A. Overview

Harris' NextGen Data is a multi-sensor based surveillance fused data feed available for the U.S. National Airspace System ("NAS"). The NextGen data feed contains ADS-B data derived directly from the U.S. national ADS-B Network owned by Harris, and U.S. Government-sourced data including but not limited to: FAA in route and terminal secondary surveillance data, airport surface surveillance data from the FAA Airport Surface Detection Equipment Model X (ASDE-X), and flight plan data from the FAA host system. The NextGen data also includes value added content provided by Harris through the application of proprietary algorithms and data.



Harris NextGen Data Elements

B. Scope

Subject to the terms and conditions of the Agreement, Harris agrees to grant Licensee a non-exclusive, limited, and revocable right to use NextGen Data (as defined in this Master License Agreement) for limited use to qualified recipients as set forth herein. Licensee shall not resell the data to any re-seller or vendor of data. Any violation of this will be considered a material breach of the contract and may result in immediate termination of this Agreement and loss of service. The specific services will be provided to Licensee:

Table B-E1: NextGen Data Licenses Provided

Software	License Quantity	Description
Harris NextGen Surveillance Data	1	Harris' NextGen Surveillance Data for use in Symphony applications only - NAS-Wide (OpsVue only), Terminal, ASDE-X Airport Service Area around STL

Table B-E2: NextGen Data Service Description

Service	Description
NAS-Wide Service Area for limited use of the data per the terms of this Agreement – Applicable to OpsVue Only	Data shall be provided for CONUS, Alaska, Hawaii, and Puerto Rico, excluding the surface of any airports. Coverage shall be equivalent to current radar coverage.
ASDE-X Airport Surface Service Area for limited use of the data per the terms of this Agreement (OpsVue & MobileVue Only)	Data shall be provided for the surface of an ASDE-X / ASSC airport. Coverage shall be equivalent to current ASDE-X /ASSC surface coverage.
Major Airport Terminal Service Area for limited use of the data per the terms of this Agreement	Data shall be provided for a volume 30 nautical miles around the center of the airport extending to a height of 20,000 feet, excluding the surface of the airport. Coverage shall be equivalent to current radar and ASDE-X/ASSC coverage.

Table B-E3: NextGen Data Services Provided

Service Description
Centralized Hosting & Storage
Automatic Secure Backups
Monitoring of Data transfer & processing
Customer Support

C. Special Terms and Conditions

All terms and conditions for Harris' NextGen Surveillance Data are consistent with the terms and conditions outlined in Attachment B Scope of Services.

Attachment H

Symphony Vehicle Movement Area Transponders (VMATs)

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Attachment H – Symphony Vehicle Movement Area Transponders (VMATs)

A. Overview

A Symphony Vehicle Movement Area Transponder (VMAT) is a Universal Access Transceiver (UAT) Automatic Dependent Surveillance-Broadcast (ADS-B) vehicle tracking unit, allowing for accurate, real-time tracking of surface vehicles in the airport movement area providing increased operational safety and efficiency.

VMAT units are certified by the FAA to be fully compliant with Federal Aviation Administration (FAA) Advisory Circular 150/5220-26. The unit enables continuous transmission of vehicle position and identification. Data transmitted from vehicles is picked up by FAA ADS-B ground infrastructure and displayed on air traffic controller displays in the tower cab allowing full ATC awareness of the location of the vehicles in the movement area.

Additionally, data is displayed in the cockpit of appropriately equipped aircraft for enhanced pilot situational awareness. The data from the VMAT unit is automatically integrated into Harris commercial NextGen data offering and other Harris products, including *OpsVue*, *NextVue*, and *MobileVue*. Subscribers to these products have full access to VMAT equipped vehicle movement data, and through *MobileVue* vehicle operators are provided the full airport situation awareness picture on iOS and Android mobile devices. VMAT units may be eligible for Airport Improvement Program funding.

B. Scope

Table B-F1: VMAT Hardware Maintained

Hardware	Quantity
VMATs	60

C. Special Terms and Conditions

In addition to the terms and conditions outlined in Attachment B Scope of Services, the following details apply regarding the installation and maintenance of VMAT units. These additional terms and conditions are in compliance with FAA Circular 150/5220-26 "Airport Ground Vehicle Automated Dependent Surveillance Broadcast (ADS-B) Out Squitter Equipment."

Issue Resolution and Tracking

Harris will provide support and maintenance for all units according to this support agreement. Harris maintains a customer support portal that allows Licensee to submit and track issues and defects. Additionally, the support database will maintain current unit configurations, copies of required certifications and licenses, and relevant installation documents.

Issues will be registered with Harris through the customer support portal or by contacting the support office as outlined in Section 2 of Attachment B Scope of Services. Issues registered with support will be triaged and processed through the customer support portal. All issues will be assigned and tracked with a unique ticket number. This data will be used to help determine transient vs. system issues and will be used as an input in overall product improvement. The

support office will coordinate with the required resources to mitigate issues that are entered into the system.

Configuration Management
In accordance with Advisory Circular 150/5220-26, Harris will maintain the configuration matrix and all Site Acceptance Test (SAT). Changes to any item tracked in the matrix, must be communicated to Harris support so they can notify the FAA accordingly. Harris will keep records of the current configuration state and a history or changes in its online support system.

Unit Replacement
Harris will coordinate replacement of units determined to be defective in accordance to this warranty and support agreement. Under no circumstances, once a unit has been identified to be defective, should it be used operationally.

Units Under Warranty
Defective units covered under warranty will be repaired or replaced in accordance with the terms of this warranty and support agreement. Each unit comes with an initial 2 year manufacturer's warranty that begins on the date of installation. The customer will return the defective unit to the Harris support office. Within 5 business days, Harris will ship a replacement unit to Licensee.

Harris will work with Licensee to replace each unit, update the configuration matrix, and coordinate with the FAA accordingly to submit and process an amendment to the SAT.

Units Not Covered By Warranty
Before any work is performed on a unit no longer covered by warranty, Harris will provide a time and materials quote for the repair and processing of any defective units NOT covered under the manufacturer's warranty or service agreement.

Updating Units
While it is anticipated that the VMATs' configuration is stable, the possibility exists that the FAA may require or recommend the installed units be updated. Since the details of any particular update are not known at this time, the process and details of what is required will be handled on a case-by-case basis. Harris will coordinate the FAA to determine the process for applying an update. Harris will communicate to Licensee the details of the update and any actions to be taken. If determined to be required, updating of the units will be done by Harris and will be included as part of the maintenance agreement.

Maintaining SAT Report
In accordance with Advisory Circular 150/5220-26, Harris will maintain the configuration matrix and all SAT materials. Harris will coordinate with Licensee and the FAA to maintain the SAT documents. This is included in the annual maintenance.

FAA Compliance Monitoring
The FAA will monitor units for operational compliance and may report issues to either Licensee or Harris. Once an issue has been raised the unit will be triaged and may be deemed defective and require some mitigation.

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Unit Transfer To Another Vehicle

The FAA allows for seasonal transfers to other vehicles. Once Licensee has received Final Acceptance and there is a need to transfer a unit to another vehicle, the configuration matrix must be updated, the unit must be verified, and Harris will submit an amended SAT report with the updated information to the FAA for approval. The relocated unit will continue to operate in a provisional state for up to two months until the amended SAT report is approved. Activities related to support for VMAT transfer to another vehicle are not included in the annual maintenance, and will be conducted on a T&M basis.

Updates To The Map

In the event the VMAT airport transmit map is updated, the new maps must be uploaded individually to each VMAT, and Harris will submit an amended SAT report. The VMAT with the new map will continue to operate in a provisional state for up to six months until the amended SAT report is approved. Activities related to support for VMAT transmit map updates are included in the annual maintenance.

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Attachment I

Symphony EnvironmentalVue

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Attachment I – Symphony EnvironmentalVue

A. Overview

EnvironmentalVue is a hosted Noise and Operations Monitoring (NOMS) system operated by Harris. It allows customers to track aircraft and manage community noise complaints, and it helps improve community relations by allowing the customer to present information to the public through published noise and operations reports. Raw data, in the form of noise and flight track information, is gathered locally at each airport or remotely and must be forwarded to Harris for processing, access, graphical presentation, and storage. Licensee will provide the network infrastructure and telecommunications service for the gathering and transfer of raw data from the NOMS system components to Harris via the Internet.

Key *EnvironmentalVue* capabilities include:

- A powerful underlying GIS engine that permits users to create robust maps and exhibits
- 3D display is the NOMS industry's most dynamic and realistic, including highly accurate aircraft depictions and aircraft liveries (if available with flight plan data)
- 3D view of gates, corridors and points-of-closest approach (PCA's) result in powerful graphical exhibits for either industry experts or laypersons.
- Runs on a number of platforms including IE, Chrome, Mozilla and Safari
- Users can set-up multiple Vues (windows) consisting of both tabular or graphical data
- SmartTables are directly connected to map displays and may be configured to report via a tabular output or map display (filtering)
- The ReportVue module represents the industry's most modern NOMS report-generation system including custom reports, standard reports and standard outputs to PDF, Word, Excel and csv.
- Users can generate pivot tables for enhanced analytical output

By providing access to live, ATC-quality data, *EnvironmentalVue* also improves environmental compliance, displays precise flight tracks and reduces litigation exposure for airports.

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B. Scope

Table B-A1 : EnvironmentalVue Licenses Provided

Software	License Quantity	Description
Symphony EnvironmentalVue	Up to 5	Environmental Noise and Operations Monitoring Software

Table B-A2: EnvironmentalVue Services Provided

Service Description
Centralized Hosting & Storage
Automatic Secure Backups
Data Archives Provided Quarterly for Newly Accrued Data
Monitoring of Data transfer & processing
Customer Support
Internet Weather Feed
Mail-In Maintenance of 8 Permanent LD831 NMTs
Mail-In Maintenance of 1 LD831 Portable Sound Level Meter
1 Harris Provided Computer Workstation until 1/20/18

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C. Special Terms and Conditions

In addition to the terms and conditions outlined in Attachment B Scope of Services, the following details apply regarding the installation and maintenance of EnvironmentalVue.

Hardware Maintenance

If there is a hardware issue, using available spare parts, Licensee personnel will perform operator level maintenance to correct a malfunction on the equipment for which they have received maintenance training. If the fault is with a remote monitoring site or multilateration sensor, Licensee personnel will verify that the electric power and communications at the remote site are in good working order. If the operator level maintenance activities are unable to correct the hardware malfunction, Licensee will notify Harris support personnel.

Licensee personnel will perform reasonable operator level maintenance activities under the direction of Harris support personnel. Such activities may include removal and replacement of central site equipment by Licensee personnel. If the hardware malfunction cannot be resolved by the procedures listed above, Harris will request that Licensee mail the equipment in for repair, or dispatch a service representative within the goals identified in the Service Response Goals Table.

Harris will provide all parts and labor necessary to keep the Harris Maintained Equipment in operating condition. Replacement parts will be new or reconditioned parts that meet the original functional requirements and, upon installation, become the property of Licensee. Replaced parts removed from the maintained equipment will be the property of Harris. Harris may, with prior Licensee approval, elect to subcontract maintenance services from qualified third-party service vendors for certain Harris Maintained Equipment, such approval shall not be unreasonably denied. NMT maintenance will be provided by "mail-in" support (no on-site services). Licensee is responsible for shipping costs to Harris.

Harris will calibrate each fixed remote and portable noise monitoring site one time per year. Consumable items, such as batteries, bird spikes, wind-screens, desiccants, etc. that are part of Maintained NMTs are not covered, and will be replaced on a time and materials basis. Noise monitoring sites must be easily accessible. Noise monitoring sites will not be calibrated and maintenance on NMTs will not be performed under the following conditions:

1. Excessive overgrown foliage
2. Rodent, insect, or similar infestations
3. Animal feces
4. Lack of accessibility due to private property escorts not showing up on time, locked points of access, etc.
5. Any other access restrictions not remedied or communicated to Harris personnel before travel arrangements have been made.

If the above listed conditions exist, Harris personnel will notify Licensee so that the appropriate action can be taken. Licensee should remedy the situation so that it does not interrupt the previously established schedule of Harris personnel. If Harris personnel must extend their trip or make an additional trip to the airport to finish the job, all costs incurred will be the responsibility of Licensee.

Raw Data Collection Objectives

The system utilizes data from a variety of sources, listed below. Raw data will be collected at the Harris hosting facilities. Data is continually monitored to minimize data loss.
Data Collection goals vary depending on the type and configuration. The following outlines performance goals by data type. For statistical purposes, Harris does not warrant the automatic nightly or real-time download percentages from any subsystem failure beyond Harris' control as outlined in section XIV. Periods where this is the case will not be included in the performance computations.

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The following outlines the goals for the supported data capture systems as applicable.

a) Flight Track Capture

Harris' NextGen Surveillance Data

Available Traffic Information Service-Broadcast (TIS-B), Airport Surface Detection Equipment (ASDE-X) Automatic Dependent Surveillance-Broadcast (ADS-B), Multilateration (MLAT), and Aircraft Situational Display to Industry (ASDI) flight track data will be collected using the NextGen Data Collector, located at HARRIS' hosting facility. ADS-B data is provided by HARRIS, and TIS-B/ASDE-X data is provided by the FAA, supplied to HARRIS and merged into a single data stream. This stream is securely transmitted directly to the EnvironmentalVue system. HARRIS agrees to a 95%, per year, capture of data from this merged stream, as measured at HARRIS' hosting facilities. If this data source becomes unavailable, HARRIS will work to rectify the "source of data" problem. This time period will not be considered when computing performance. HARRIS retains the right to enforce complete or partial cessation of data availability in the event of an emergency or security related circumstance as directed by the FAA / US Government and is not liable for data downtime associated with such a scenario. NextGen data is intended for use solely by the

EnvironmentalVue system.

b) Noise Data Capture

Noise data is collected via Noise Monitoring Terminals (NMT's) located in the vicinity of the airport(s). Each NMT measures and stores data for subsequent download on a nightly basis by the DAS. Downloads are performed automatically by the DAS. Communications are conducted through a dial-up or broadband connection. Harris will complete data transfer within the first day after the data has been collected at the NMTs. Harris expects a 95% per year capture of NMT data, exclusive of when the system is not remotely accessible. This expectation is dependent upon NMT availability.

c) Weather Data Capture

Weather data is collected through the Internet from an online service. In these cases, the data will be collected at the Harris Hosting facilities. Harris will complete data transfer within the first day after the data is received.

Daily Data Processing

Data is gathered by the DAS computer for subsequent transfer to Harris' hosting facility. The objective for this data processing is 99% (measured annually). There, the data is processed from raw data into correlated information and subsequently stored in the EnvironmentalVue database where it is available for customer use.

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a) Raw Data Transfer

A process run on the DAS each night will automatically transfer information to Harris' hosting facility. A log file is generated describing the process and resultant status.

b) Raw Data Processing

Data, collected by the DAS, is transferred to the EnvironmentalVue servers in the hosting facility, and subsequently processed into an Oracle database for customer use.

Communications

Unless otherwise specified, dial-up and digital communications will be the responsibility of Licensee. Communication-related outages outside of Harris' control will not be considered in the computation of the performance metrics.

Additional Items Excluded From Maintenance

Problems experienced with items not maintained by Harris, will be remedied on a time and materials basis if possible, and if mutually agreed upon. See Attachment B Scope of Services for a complete list of maintained hardware, software and services for the EnvironmentalVue solution. The following items are not included in Harris supplied maintenance and support services:

a) Repair or replacement of consumable items, such as bird spikes, wind-screens, desiccants, etc. that are part of Maintained NMTs at any time.

b) NMT batteries

c) Tree trimming, overgrown foliage, or other similar site maintenance work.

d) Extermination services.

e) Remote site poles.

f) Remote site enclosures not contracted or provided by Harris for use.

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Attachment J

Symphony Contours with Virtual Noise Monitors

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2020-01-15 17:54:51 +0000

A. Overview

Harris *Contours with Virtual Noise Monitors (VNMs)* will provide users the capability of calculating noise levels based on flight tracks at a certain chosen location on a GIS map. The Harris "*Contours with VNM*" software module integrates with the *EnvironmentalVue* application and database to allow an airport to quickly and easily generate noise contours based on actual flight tracks. *Contours* is based on the FAA Integrated Noise Model (INM) and is ready to support the FAA Aviation Environmental Design Tool (AEDT). This module quickly and easily generates daily, weekly, monthly, quarterly or annual noise contours, including "what-if" scenarios. VNMs complement or replace fielded noise monitors. *Contours* can be easily set up to monitor any location in the vicinity of the airport.

Key advantages of *Contours with VNMs* include:

- Contours/VNMs powered by Harris NextGen *Data* results in high fidelity contours.
- VNMs can be located in the vicinity of a noise complainant vs. fielding NMTs which may or may not be in the vicinity.
- VNMs use aircraft-calculated noise metrics vs. NMTs which have ambient/community noise bias.
- Airport (or Contractor) can easily run contours resulting in lower cost to generate and produce annual or periodic contours.
- Contours/VNMs can help validate RNAV departure procedures (RDPs) and other noise abatement departure procedures (NADPs).
- VNMs that are complemented by a portable noise monitor result in effective and targeted customer outreach when compared to existing NMT metrics and data.

Available Virtual Noise Monitor Metrics:

- Leq (A-weighted equivalent sound level).
- Lmax (A-weighted maximum sound level).
- EPNL (Effective perceived noise level).
- SEL (Sound Energy Level).
- CNEL (Community Noise equivalent level).
- TALA65 (A-weighted noise level time above 65).

VNMs also exclude "noise contamination" from ambient or communication noise versus aircraft-only calculated noise metrics.

VNMs also reduce the total cost of ownership (TCO) when compared to field NMTs given the recurring costs for annual calibrations, maintenance contracts and recurring high speed Internet.

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B. Scope

Table B-B1: Contours with VNMs Software Provided

Software	License Quantity	Description
Symphony Contours with Virtual Noise Monitors (VNMs)	Up to 5	Noise contouring software with virtual noise monitoring capability.

Table B-B2: Contours with VNMs Services Provided

Service Description
Centralized Hosting & Storage
Automatic Secure Backups
Monitoring of Data transfer & processing
Customer Support

C. Special Terms and Conditions

All terms and conditions for Contours with VNMs are consistent with the terms and conditions outlined in Attachment B Scope of Services.

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Attachment K

Affidavit
(Missouri Unauthorized Aliens Law)

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STATE OF _____)
)SS.
COUNTY OF _____)

AFFIDAVIT

Before me, the undersigned Notary Public, personally appeared KATHLEEN TAYLOR (**Name of Affiant**) who, by me being duly sworn, deposed as follows:

My name is KATHLEEN TAYLOR (**Name of Affiant**), I am of sound mind, capable of making this Affidavit, and personally acquainted with the facts herein stated:

I am the CONTRACTS MANAGER (**Position/Title**) of HARRIS CORPORATION (**Contractor**).

I have the legal authority to make the following assertions:

1. HARRIS CORPORATION (**Contractor**) is currently enrolled in and actively participates in a federal work authorization program with respect to the employees working in connection with NOISE MONITORING & TRANSPONDER EQUIPMENT MAINTENANCE (the "**Agreement**"), as required pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended.

2. Pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended, HARRIS CORPORATION (**Contractor**) does not knowingly employ any person who is an unauthorized alien in connection with the Agreement.

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Kathleen Taylor
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 16 day of December, 2015.

My Commission Expires:

JENNIFER NICOLE SEED
NOTARY PUBLIC
REG # 7201135
MY COMMISSION EXPIRES 10/31/2018
COMMONWEALTH OF VIRGINIA

Jennifer Nicole Seed
Notary Public

Attachment L

ST. LOUIS LIVING WAGE ORDINANCE

LIVING WAGE ADJUSTMENT BULLETIN

NOTICE OF ST. LOUIS LIVING WAGE RATES EFFECTIVE APRIL 1, 2015

In accordance with Ordinance No. 65597, the St. Louis Living Wage Ordinance ("Ordinance") and the Regulations associated therewith, the City Compliance Official for the City of St. Louis has determined that the following living wage rates are now in effect for employees of covered contracts:

1) Where health benefits as defined in the Ordinance are provided to the employee, the living wage rate is **$12.56** per hour (130% of the federal poverty level income guideline for a family of three); and

2) Where health benefits as defined in the Ordinance are **not** provided to the employee, the living wage rate is **$16.58** per hour (130% of the federal poverty level income guideline for a family of three, plus fringe benefit rates as defined in the Ordinance).

3) Wages required under Chapter 6.20 of the Revised Code of the City of St. Louis: **$4.02** per hour.

These rates are based upon federal poverty level income guidelines as defined in the Ordinance and these rates are effective as of **April 1, 2015**. These rates will be further adjusted periodically when the federal poverty level income guideline is adjusted by the U.S. Department of Health and Human Services or pursuant to Chapter 6.20 of the Revised Code of the City of St. Louis.

The Ordinance applies to employers who are covered by the Ordinance as defined in the Ordinance, where the contract or grant is entered into or renewed after the effective date of the Ordinance, which is November 3, 2002. A copy of the Ordinance may be viewed online at http://www.mwdbe.org or obtained from:

City Compliance Official
Lambert-St. Louis International Airport
Certification and Compliance Office
P.O. Box 10212
St. Louis, Mo 63145
(314) 426-8111

Dated: February 2, 2015

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