ORDINANCE 2020-01-16-0008

AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH LOCUSLABS, INC. FOR THE DEVELOPMENT OF A WAYFINDING WEB APPLICATION FOR SAN ANTONIO INTERNATIONAL AIRPORT VISITORS IN THE AMOUNT OF $461,000.00 WITH AN INITIAL TERM OF FIVE YEARS AND AN OPTION TO EXTEND FOR TWO ADDITIONAL ONE-YEAR PERIODS, FUNDED BY THE AIRPORT OPERATING AND MAINTENANCE FUND.

*   *   *   *   *

WHEREAS, the San Antonio International Airport requires a firm to develop a wayfinding web application for San Antonio International Airport; and

WHEREAS, LocusLabs has proprietary agreements with the legacy airline carriers including Southwest Airlines, American Airlines, United Airlines and Delta Airlines allowing LocusLabs wayfinding technology to integrate within each respective airline mobile application and can provide this service to the Airport; and

WHEREAS, it is necessary to authorize the execution of a Professional Services Agreement with LocusLabs, Inc. for a five year term and the option to extend for two one-year terms, in an amount not to exceed $461,000.00 for this work; **NOW THEREFORE,**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager or designee is authorized to execute a Professional Services Agreement with LocusLabs, Inc. in an amount not to exceed $461,000.00 for development of a wayfinding web application for the San Antonio International Airport, a copy of which is set out in **Exhibit 1.**

SECTION 2. Funding in the amount of $70,000.00 for this ordinance is available in Fund 51001000, Cost Center 3305020005, and General Ledger 5201040 as part of the Fiscal Year 2020 budget.
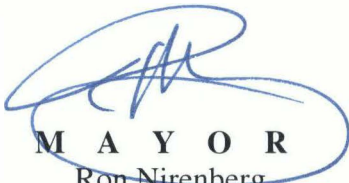
SECTION 3. Additional funding in the amount of $391,000.00 is contingent upon City Council approval of subsequent budgets within the term length of this contract.

SECTION 4. Payment not to exceed the budgeted amount is authorized to LocusLabs, Inc. for the development of a web application that will serve as a wayfinding service for visitors to the San Antonio International Airport.

SECTION 5. The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.
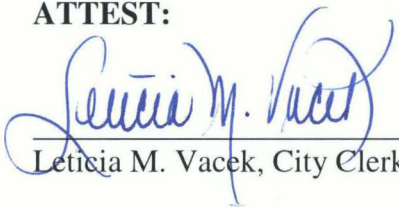
SECTION 6. This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED and APPROVED this 16th day of January, 2020.

M A Y O R
Ron Nirenberg

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Andrew Segovia, City Attorney

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PROFESSIONAL SERVICES AGREEMENT
FOR WAYFINDING SOLUTION
FOR SAN ANTONIO INTERNATIONAL
AIRPORT

This Agreement is made and entered into by and between the **City of San Antonio** (hereinafter referred to as "City"), a Texas Municipal Corporation acting by and through its City Manager, and **LocusLabs, Inc.** (Hereinafter referred to as "Consultant") by and through its authorized representative pursuant to its by-laws or a resolution of its Board of Directors, both of which may be referred to herein collectively as the "Parties".

IN CONSIDERATION of the mutual covenants, terms, conditions, privileges and obligations herein contained, City and Consultant do hereby agree as follows:

I. DEFINITIONS

As used in this Agreement, the following terms shall have meanings as set out below:

1.1   "Airport" means the San Antonio Airport System.

1.2   "Director" means the director of the City's Aviation Department.

1.3   "Project" means the implementation of the LocusMaps Wayfinding Solution and associated services at the San Antonio International Airport.

II. PERIOD OF SERVICE

This Agreement shall commence upon execution by both parties, and continue in full force and effect for a period of five (5) years, unless earlier termination shall occur pursuant to any of the provisions hereof. At the sole discretion of the Director, this Agreement may be extended for two (2) additional one-year terms.

III. SCOPE OF SERVICES

3.1   Consultant, in consideration for the compensation herein provided, as outlined in Article V. Compensation, shall render the required professional services in connection with the Project, as more specifically outlined in **Exhibit 1**, Statement of Work and **Exhibit 2**, Proposal/Fee Schedule, which are incorporated herein, and made a part of this Agreement.

3.2   Consultant shall complete all Project work within the Scope of Services in compliance with this Agreement, and agrees to staff the Project with sufficient necessary, qualified personnel to the Project, in order not to delay or disrupt the progress of the Project. Time is of the essence.

3.3   All work performed and reports and deliverables required pursuant to this Agreement shall be in compliance with all laws, rules, regulations and FAA Advisory Circulars.

3.4   All services and work performed under this Agreement must be conducted in full conformance with the Texas Occupations Code. Persons retained by Consultant to perform work pursuant to this

Agreement shall be employees or subcontractors of Consultant.

IV. COORDINATION WITH THE CITY

4.1   Consultant shall hold periodic conferences with Director or his designee, so that the Project, as developed, shall have the full benefit of City's experience, and knowledge of existing needs and facilities, and be consistent with the City's current policies and standards.

4.2   The Director or his designee shall act on behalf of City with respect to the work performed under this Agreement, and shall have complete authority to transmit instructions, receive information, and interpret and define City's policies and decisions with respect to materials, equipment elements and systems pertinent to Consultant's services.

4.3   City shall provide written notice to the Consultant of any errors or omissions discovered in the Consultant's services, or performance, or of any development that affects the scope or timing of Consultant's services.

4.4   City promptly will give written notice to Consultant whenever City observes, discovers or otherwise becomes aware of any defect in Consultant's services, or any development that affects the scope or timing of Consultant's services.

V. COMPENSATION

5.1   For and in consideration of the services to be rendered by Consultant, City shall pay Consultant the fee set forth in this Article V, COMPENSATION. Nothing contained in this Agreement shall require City to pay for any unsatisfactory work, as determined solely by Director, or for work that is not in compliance with the terms of this Agreement. City shall not be required to make any payments to Consultant at any time Consultant is in default under this Agreement.

The total compensation for all work to be performed by Consultant during the entire primary term of this Agreement, as fully defined in the Scope of Services, to include all travel and other expenses, shall not exceed **Four Hundred and Sixty One Thousand and 00/100 U.S. Dollars ($461,000.00)**. Payment shall be made as follows: At the beginning of each year of the primary term, Consultant shall submit an invoice in the amount of $70,000.00. This annual recurring total will comprise payment for LocusMaps Online, LocusVMS and GeoData Management Service, as shown in **Exhibit 2**. At City's sole discretion, City may opt to purchase LocusMaps Onsite at an additional fee of $37,200.00 per year. If implementation of this additional service begins after commencement of the annual renewal of base services, this fee shall be pro-rated to reflect actual percentage of the additional annual fee. City shall pay all undisputed amounts due under this Agreement within 30 days of receipt of a properly addressed invoice. Payment is deemed to be made on the date of mailing of the check or electronic fund transfer

5.2   Consultant acknowledges that such fee(s) shall be sufficient compensation for all services, travel and other expense to be performed pursuant to or associated with the Scope of Services. Nothing contained in this Agreement shall require City to pay for any unsatisfactory work, as determined solely by Director, or for work that is not in compliance with the terms of this Agreement. City agrees to compensate Consultant for additional expenses, including printing costs, necessary office materials and incidentals expenses, including parking fees and meals associated with any meetings requested by City.

5.3   Consultant shall, within ten (10) days following receipt of compensation from City, pay all bills for services performed and furnished by others, in connection with the Project and the performance of the work, and shall, if requested, provide City with evidence of such payment. Consultant's failure to make payments within such time shall constitute a material breach of this Agreement, unless Consultant is able to demonstrate to City bona fide disputes associated with the unpaid sub-consultant and its services. Consultant shall include a provision in each of its sub-agreements imposing the same payment obligations on the sub-consultants as are applicable to Consultant hereunder, and if City so requests, shall provide copies of such payments by Consultant to City. If Consultant has failed to make payment promptly to the sub-consultant for the Services for which City has made payment to Consultant, City shall be entitled to withhold payment to Consultant to the extent necessary to protect City.

5.4   Consultant warrants that title to all services covered by an invoice will pass to City no later than the time of payment. Consultant further warrants that, upon submittal of an invoice, all services for which invoices have been previously issued and payments received from City shall, to the best of Consultant's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrance in favor of Consultant or other persons or entities making a claim by reason of having provided labor or services relating to this Agreement. **CONSULTANT SHALL INDEMNIFY AND HOLD CITY HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTEREST OR ENCUMBRANCES FILED BY ANYONE CLAIMING BY, THROUGH OR UNDER THE ITEMS COVERED BY PAYMENTS MADE BY CITY TO CONSULTANT.**

5.5   City may withhold compensation to such extent as may be necessary, in City's opinion, to protect City from damage or loss for which Consultant is responsible, because of:

5.5.1   delays in the performance of Consultant's work;

5.5.2   third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to City is provided by Consultant;

5.5.3   failure of Consultant to make payments properly to sub-consultants or vendors for labor, materials or equipment;

5.5.4   reasonable evidence that Consultant's work cannot be completed for the amount unpaid under this Agreement;

5.5.5   damage to City;

5.5.6   persistent failure by Consultant to carry out the performance of its services in accordance with this Agreement; or

5.5.7   accrued liquidated damages in excess of the total amount of capacity remaining on the not to exceed contract amount under the Agreement.

5.6   When the above reasons for withholding are removed or remedied by Consultant, compensation of the amount withheld will be made within a reasonable time. City shall not be deemed in default by reason of withholding compensation as provided for in this article.

5.6.1   Acceptance of final compensation by Consultant shall constitute a waiver of known claims except those previously made in writing and identified by Consultant as unsettled at the time of final application for compensation.

5.6.2   Consultant agrees to maintain adequate books, payrolls and records satisfactory to City in

connection with any and all Services performed hereunder. Consultant agrees to retain all such books, payrolls and records (including data stored in computer) for a period of not less than four (4) years after completion of Services. At all reasonable times, City and its duly authorized representatives shall have access to all personnel of Consultant and all such books, payrolls and records, and shall have the right to audit same.

VI. OWNERSHIP AND RETENTION OF DOCUMENTS

6.1   Consultant agrees and covenants to protect any and all proprietary rights of City in any materials provided to Consultant. Such protection of proprietary rights by Consultant shall include, but not be limited to, the inclusion in any copy intended for publication of copyright mark reserving all rights to City. Additionally, any materials provided to Consultant by City shall not be released to any third party without the consent of City and shall be returned intact to City upon termination or completion of this Agreement or if instructed to do so by the Director.

6.2   Upon completion or termination of the Project, or upon request by the City, all documents and information, in whatever form, given to, prepared or assembled by the Consultant in connection with its performance of its duties under this Agreement shall become the sole property of the City and shall be delivered at no cost to the City without restriction on future use. The City shall have free and immediate access to all such information at all times during the term of this Agreement with the right to make and retain copies documents, notes and data, whether or not the Project has been completed. Prior to surrender of the documents and information, Consultant may make copies of any and all documents for its files, at its sole cost and expense. Reuse of any materials by the City on any extensions of this project or any other project without the Consultant's written authorization shall be at the City's sole risk.

6.3   The Consultant agrees to maintain all books, records and reports required under this Agreement for a period of not less than four (4) years after final payment is made and all pending matters are closed. In addition, the Consultant shall maintain an acceptable cost accounting system during the term of this Agreement. The Consultant agrees to provide the City, the Federal Aviation Administration and the Comptroller General of the United States, or any of their duly authorized representatives, access to any books, documents, papers and records of the Consultant which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcriptions.

6.4   Consultant shall notify City, immediately, in the event Consultant receives any requests for information from a third party, which pertain to the documentation and records referenced herein. Consultant understands and agrees that City will process and handle all such requests.

VII. TERMINATION OF AGREEMENT

7.1   Termination Without Cause.

7.1.1   This Agreement may be terminated by City without cause, prior to Director giving Consultant written Notice to Proceed, should Director, in his sole discretion, determine that it is not in City's best interest to proceed with this Agreement. Such notice shall be provided in accordance with the notice provisions contained in this Agreement, and shall be effective immediately upon delivery to the Consultant.

7.1.2   This Agreement may be terminated by the City at any time after issuance of the Director's Notice to Proceed, either for the City's convenience or because of Consultant's failure

to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Agreement, whether completed or in progress, delivered to the City.

7.1.3   If the termination is for the convenience of the City, and following inspection and acceptance of Consultant's services properly performed prior to the effective date of termination an equitable adjustment in the contract price shall be made. Consultant shall not, however, be entitled to lost or anticipated profit on unperformed services, should City choose to exercise its option to terminate, nor shall Consultant be entitled to compensation for any unnecessary or unapproved work, performed during time between the issuance of the City's notice of termination and the actual termination date.

7.1.4   If the termination is due to Consultant's failure to fulfill its obligations, the City may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Consultant shall be liable to the City for any additional cost occasioned to the City thereby.

7.1.5   If, after notice of termination for failure to fulfill contract obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the City. In such event, an equitable adjustment in the contract price shall be made as provided in paragraph 7.1.3 of this clause.

7.1.6   The rights and remedies of the City provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

7.1.7   This Agreement may be terminated by the Consultant, at any time after issuance of the Director's Notice to Proceed, upon thirty (30) calendar days written notice provided in accordance with the Notice provisions contained in this Agreement.

7.2   Defaults With Opportunity for Cure. Should Consultant fail, as determined by the Director, to satisfactorily perform the duties set out in Article III. Scope of Services; or comply with any covenant herein required, such failure shall be considered an Event of Default. In such event, the City shall deliver written notice of said default, in accordance with the notice provisions contained in this Agreement, specifying the specific Events of Default and the action necessary to cure such defaults. Consultant shall have ten (10) calendar days after receipt of the written notice to cure such default. If Consultant fails to cure the default within such cure period, or take steps reasonably calculated to cure such default, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another Consultant to complete the work required by this Agreement. City shall also have the right to offset the cost of said new agreement with a new Consultant against Consultant's future or unpaid invoice(s), subject to any statutory or legal duty, if any, on the part of City to mitigate its losses.

7.3   Termination For Cause. Upon the occurrence of one (1) or more of the following events, and following written notice to Consultant given in accordance with the notice provisions contained in this Agreement, City may immediately terminate this Agreement, in whole or in part, "for cause":

7.3.1   Consultant makes, directly or indirectly through its employees or representatives, any material misrepresentation or provides any materially misleading information to City in connection with this Agreement or its performance hereunder; or

7.3.2   Consultant violates or materially fails to perform any covenant, provision, obligation, term or condition of a material nature contained in this Agreement, except those events of default for which an opportunity to cure is provided herein; or

7.3.3 Consultant fails to cure, or initiate steps reasonably calculated to cure, a default, within the time period required for cure; or

7.3.4 Consultant violates any rule, regulation or law to which Consultant is bound or shall be bound under the terms of this Agreement; or

7.3.5 Consultant attempts the sale, transfer, pledge, conveyance or assignment of this Agreement contrary to the terms of the Agreement; or

7.3.6 Consultant ceases to do business as a going concern; makes an assignment for the benefit of creditors; admits in writing its inability to pay debts as they become due; files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue) and such petition is not dismissed within forty-five (45) days of filing; or if a receiver, trustee or liquidator is appointed for it, or its joint venture entity, or any substantial part of Consultant's assets or properties.

7.3.7 Upon any expiration or termination of this Agreement, the City must (i) return all full and partial copies of the items in the Software immediately to LocusLabs and (ii) discontinue distribution of any Redistributable Code.

7.4   Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

7.5   Orderly Transfer Following Termination. Regardless of how this Agreement is terminated, Consultant shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City. Upon the effective date of expiration or termination of this Agreement, Consultant shall cease all operations of work being performed by Consultant, or any of its subcontractors, pursuant to this Agreement. All completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced, or provided to Consultant, in connection with the services rendered by Consultant under this Agreement, regardless of storage medium, shall be transferred to City. Such record transfer shall be completed within thirty (30) calendar days of the termination date and shall be completed at Consultant's sole cost and expense. Payment of compensation due or to become due to Consultant is conditioned upon delivery of all such documents.

7.6   Any documents prepared in association with this Agreement shall be delivered to City as a pre-condition to final payment.

7.7   City, as a public entity, has a duty to document the expenditure of public funds. Consultant acknowledges this duty imposed upon the City. Consultant further acknowledges that the failure of Consultant substantially to comply with the submittal of the statements and documents, as required herein, shall constitute a waiver by Consultant of any portion of the fee for which Consultant did not supply such necessary statements and/or documents

7.8   Claims for Outstanding Fees. Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Consultant shall submit to City its claims, in detail, for the monies owed by City for services performed under this Agreement through the effective date of termination. **Failure by Consultant to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of City and constitute a Waiver by Consultant of any and all right or claims to collect moneys that Consultant may rightfully be otherwise entitled to for services performed pursuant to this Agreement.**

7.9 Termination not sole remedy. In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Consultant for any default hereunder or other action.

VIII. SUSPENSION OF WORK UNDER AGREEMENT

8.1 Right of City to Suspend. City may suspend this Agreement for any reason, with or without cause upon the issuance of written Notice of Suspension in accordance with the Notice provisions contained in this Agreement. Such suspension shall take effect upon the date specified in such notice. The Notice of Suspension will set out the reason(s) for the suspension and the anticipated duration of the suspension, but will in no way guarantee the total number of days of suspension.

8.2 Consultant's Right to Terminate In Event of Suspension of Agreement. In the event such suspension exceeds one hundred and twenty (120) calendar days, Consultant shall have the right to terminate this Agreement. Consultant may exercise this right to terminate by issuing a written Notice of Termination to the City, delivered in accordance with the Notice provisions contained in this Agreement after the expiration of one hundred and twenty (120) calendar days from the effective date of the suspension. Termination pursuant to this paragraph shall become effective immediately upon receipt of said written notice by City and such termination shall be subject to all the requirements set out in Paragraphs 7.5 and 7.6 above, related to the Orderly Transfer and Fee Payment.

8.3 Procedures Upon Receipt of Notice of Suspension.

8.3.1 Upon receipt of a notice of suspension and prior to the effective date of the suspension, Consultant shall, unless otherwise directed, immediately begin to phase-out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement.

8.3.2 Consultant shall prepare a statement showing in detail the services performed under this Agreement prior to the effective date of suspension.

8.3.3 Copies of all completed or partially completed studies, plans and other documents prepared under this Agreement prior to the effective date of suspension shall be prepared for possible delivery to the City but shall be retained by Consultant until such time as Consultant may exercise the right to terminate.

8.3.4 During the period of Suspension, Consultant shall have the option to at any time submit the above referenced statement to the City for payment of any unpaid portion of the prescribed fee for services which have actually been performed to the benefit of the City under this Agreement, adjusted for any previous payments of the fee in question.

8.3.5 In the event Consultant exercises its right to terminate this Agreement at any time after the effective Suspension date, Consultant shall submit, within forty-five (45) calendar days after receipt by City of Consultant's notice of termination (if he has not previously done so) the above referenced statement showing in detail the services performed under this Agreement prior to the effective date of suspension. Failure by Consultant to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of City and constitute a Waiver by Consultant of any and all right or claims to collect moneys that Consultant may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

8.3.6   Any documents prepared in association with this Agreement shall be delivered to City as a pre-condition to final payment.

8.3.7   City, as a public entity, has a duty to document the expenditure of public funds. Consultant acknowledges this duty imposed upon the City. Consultant further acknowledges that the failure of Consultant substantially to comply with the submittal of the statements and documents, as required herein, shall constitute a waiver by Consultant of any portion of the fee for which Consultant did not supply such necessary statements and/or documents

8.3.8   Upon the above conditions being met, the City's review of the submissions and finding the claimed compensation to be appropriate to the terms of this agreement, the City shall pay Consultant that portion of the agreed prescribed fee for those as yet uncompensated services actually performed under this Agreement to the benefit of the City, adjusted for any previous payments of the fee in question.

8.3.9   City, as a public entity, has a duty to document the expenditure of public funds. Consultant acknowledges this duty imposed upon the City. Consultant further acknowledges that the failure of Consultant substantially to comply with the submittal of the statements and documents, as required herein, shall constitute a waiver by Consultant of any portion of the fee for which Consultant did not supply such necessary statements and/or documents.

IX. INSURANCE REQUIREMENTS

9.1   Prior to the commencement of any work under this Agreement, Consultant shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Aviation Department, which shall be clearly labeled "Wayfinding Solution" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Aviation Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

9.2   The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

9.3   A Consultant's financial integrity is of interest to the City; therefore, subject to Consultant's right to maintain reasonable deductibles in such amounts as are approved by the City, Consultant shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Consultant's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

9.4

TYPE	AMOUNTS
1. Workers' Compensation** 2. Employers' Liability**	Statutory $1,000,000/$1,000,000/$1,000,000

3. Commercial General Liability Insurance
 to include coverage for the following:
    a. Premises/Operations
    b. Independent Contractors*
    c. Products/Completed Operations
	For Bodily Injury and Property Damage of
	 $1,000,000 per occurrence;
	 $2,000,000 General Aggregate, or its
	 equivalent in Umbrella or Excess Liability
	 Coverage

4. Business Automobile Liability***
    a. Owned/leased vehicles
    b. Non-owned vehicles
    c. Hired Vehicles
	Combined Single Limit for Bodily Injury and
	 Property Damage of $1,000,000 per occurrence

5. Professional Liability (Claims-made basis)
    To be maintained and in effect for no
    less than two years subsequent to the
    completion of the professional service.
	$1,000,000 per claim, to pay on behalf of the
	 insured all sums which the insured shall
	 become legally obligated to pay as damages by
	 reason of any act, malpractice, error, or
	 omission in professional services.

*If applicable

**Required if on-site presence on City property is necessary

***Required if Consultant utilizes company-owned vehicles in the fulfillment of project
activities

9.5   Consultant agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Consultant herein, and provide a certificate of insurance and endorsement that names the Consultant and City as additional insureds. Respondent shall provide City with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

9.6   Consultant shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Consultant shall pay any costs incurred resulting from said changes.

<div align="center">
City of San Antonio
Attn: Aviation Department
9800 Airport Boulevard
San Antonio, Texas 78216
</div>

9.7   Consultant agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

9.7.1   Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City,

with the exception of the workers' compensation and professional liability policies;

9.7.2   Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;

9.7.3   Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.

9.7.4   Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

9.8   Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Consultant's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

9.9   In addition to any other remedies the City may have upon Consultant's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Consultant to stop work hereunder, and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.

9.10   Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractors' performance of the work covered under this Agreement.

9.11   It is agreed that Consultant's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

9.12   It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided..

9.13   Consultant and any Subcontractors are responsible for all damage to their own equipment and/or property.

X. INDEMNIFICATION

10.1   **CONSULTANT FULLY SHALL INDEMNIFY AND HOLD HARMLESS CITY AND ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS, DIRECTORS AND REPRESENTATIVES (HEREAFTER INDIVIDUALLY AND COLLECTIVELY REFERRED TO AS "INDEMNITEE") FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITIES OR COSTS, INCLUDING REASONABLE ATTORNEY FEES AND DEFENSE COSTS, MADE UPON INDEMNITEE CAUSED BY OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT OR ITS AGENT, CONSULTANT UNDER CONTRACT OR ANOTHER ENTITY OVER**

WHICH CONSULTANT EXERCISES CONTROL WHILE IN THE EXERCISE OF RIGHTS OR PERFORMANCE OF THE DUTIES UNDER THIS AGREEMENT. THIS INDEMNIFICATION SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM INDEMNITEE'S NEGLIGENCE OR WILLFUL MISCONDUCT IN INSTANCES WHERE THE NEGLIGENCE OR WILLFUL MISCONDUCT CAUSES PERSONAL INJURY, BODILY INJURY, DEATH OR PROPERTY DAMAGE. IF A COURT OF COMPETENT JURISDICTION FINDS CONSULTANT AND CITY JOINTLY LIABLE, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

10.2   The provisions of this **Article X** solely are for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Consultant shall advise City in writing within twenty four (24) hours of any claim or demand against City or Consultant known to Consultant related to or arising out of Consultant's activities under this Agreement.

10.3   Employee Litigation - In any and all claims against any party indemnified hereunder by any employee of Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Consultant or any subcontractor under worker's compensation or other employee benefit acts.

10.4   Acceptance of the final report by the City shall not constitute nor be deemed a release of the responsibility and liability of the Consultant, its employees, associates, agents or subcontractors for the accuracy and competency of their reports or other documents and Work; nor shall such acceptance be deemed an assumption of responsibility or liability by the City for any defect in the report or other documents and Work prepared by said Consultant.

XI. CONSULTANT'S LIABILITY AND STANDARD OF CARE

11.1 Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

XII. CONSULTANT'S WARRANTY UNDER THE
PROFESSIONAL SERVICES PROCUREMENT ACT

12.1   Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely for Consultant to solicit or secure this Agreement, and that it has not, for the purpose of soliciting or securing this Agreement, paid, compensated, or agreed to pay or compensate, any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, for any other consideration contingent upon or resulting from the award or making of this Agreement. For breach of the foregoing warranty, the City shall have the right to terminate the Agreement under the provisions of this Agreement. However, breach of the warranty required in this provision constitutes fraud by operation of law; therefore, any Consultant found in breach of such warranty, by a final judgment of a Court of Competent Jurisdiction, shall take no compensation under this Agreement for any services rendered and such forfeiture shall not bar the City from pursuit and collection of any and all other damages, at law and in equity, to which it may be justly entitled. This Agreement is entered into under competency requirements of the Texas Professional Services Procurement Act governing municipal employment of professional and other professionals.

Accordingly, Consultant further pledges and warrants its best and most competent professional efforts to secure to the City the benefits of the agreement.

XIII. ASSIGNMENT OF RIGHTS OR DUTIES

13.1   By entering into this Agreement, City has approved the use of any subcontractors identified in Consultant's Proposal. No further approval shall be needed for Consultant to use such subcontractors as are identified in Consultant's Proposal.

13.2   Except as otherwise required herein, Consultant may not sell, assign, pledge, transfer or convey any interest in this Agreement nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the prior written consent of City. Professional services required by law to be performed by a licensed engineer, or services which, by law, require the supervision and approval of a licensed engineer, may only be subcontracted upon the prior written approval of the San Antonio City Council, by approval and passage of an ordinance therefore. Any other services to be performed under this Agreement may be subcontracted upon the written approval of Director. As a condition of consent, if same is given, Consultant shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor consultant, assignee, transferee or subcontractor. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by City in accordance with this Article.

13.3   Any attempt to assign, transfer, pledge, convey or otherwise dispose of any part of, or all of its right, title, interest or duties to or under this Agreement, without said written approval, shall be void, and shall confer no rights upon any third person. Should Consultant assign, transfer, convey or otherwise dispose of any part of, or all of its right, title or interest or duties to or under this Agreement, City may, at its option, terminate this Agreement as provided herein, and all rights, titles and interest of Consultant shall thereupon cease and terminate, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Consultant shall in no event release Consultant from any obligation under the terms of this Agreement, nor shall it relieve or release Consultant from the payment of any damages to City, which City sustains as a result of such violation.

13.4   Consultant agrees to notify Director of any changes in ownership interest greater than thirty percent (30%), or control of its business entity not less than sixty (60) days in advance of the effective date of such change. Notwithstanding any other remedies that are available to City under this Agreement, any such change of ownership interest or control of its business entity may be grounds for termination of this Agreement in accordance with Article VIII, Termination.

XIV. INDEPENDENT CONTRACTOR

14.1   Consultant covenants and agrees that it is an independent contractor and not an officer, agent, servant, or employee of City; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors; that the doctrine of *respondeat superior* shall not apply as between City and Consultant, its officers, agents, employees, contractors, and subcontractors, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Consultant.

14.2   No Third Party Beneficiaries - For purposes of this Agreement, including its intended operation and effect, the Parties specifically agree and contract that: (1) this Agreement only affects matters/disputes between the Parties to this Agreement, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with City or Consultant or both, or that such third parties may benefit incidentally by this Agreement; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Consultant.

XVI. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

16.1   Consultant shall not engage in employment practices which have the effect of discriminating against any employee or applicant for employment, and, will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation. Specifically, Consultant agrees to abide by all applicable provisions of San Antonio City ordinance number 69403 on file in the City Clerk's office.

16.2   As a party to a contract with City, Consultant understands and agrees to comply with the Non-Discrimination Policy of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

16.3   Consultant understands and agrees to comply with the Mandatory Federal Contract Provisions attached hereto as **Exhibit 3.**

XVII. AMENDMENTS

17.1   Any alterations, additions, or deletions to the terms of this Agreement shall be effected by amendment, in writing, executed by City and Consultant. The Director shall have the authority to execute administrative amendments, and amendments that require up to $25,000.00 in increased cost on behalf of the City without further action by the San Antonio City Council, subject to appropriation of funds for the increase in cost. Any other change will require approval of the City Council by passage of an ordinance therefore.

XVIII. NOTICES

18.1 Unless otherwise expressly provided elsewhere in this Agreement, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or on receipt after mailing the same by certified mail, return receipt request with proper postage prepaid, or three (3) days after mailing the same by first class U.S. mail, postage prepaid (in accordance with the "Mailbox Rule"), or when sent by a national commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier.

If intended for City, to:
City of San Antonio Aviation Department
Attn: Brian Legacy
9800 Airport Boulevard
San Antonio, TX 78216

LocusLabs, Inc.
Attn: Zach Spencer
283 4th Street
Suite 301
Oakland, California 94607

XIX. CONFLICTS OF INTEREST

19.1   The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with the City. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- a City officer or employee; his or her spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;
- an entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10 percent or more of the voting stock or shares of the entity, or (ii) 10 percent or more of the fair market value of the entity; or
- an entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

19.2   Pursuant to the subsection above, Consultant warrants and certifies, and this Agreement is made in reliance thereon, that by contracting with the City, Consultant does not cause a City employee or officer to have a prohibited financial interest in the Contract. Consultant further warrants and certifies that it has tendered to the City a Contracts Disclosure Statement in compliance with the City's Ethics Code.

XI. AIRPORT SECURITY

20.1   To the extent Consultant will be responsible for work which necessitates entrance to the Air Operations Area or other secure area of the Airport, this Agreement is expressly subject to the airport security requirements of Title 49 of the United States Code, Chapter 449, as amended ("Airport Security Act"), the provisions of which govern airport security and are incorporated by reference, including without limitation the rules and regulations promulgated under it. Consultant is subject to, and further must conduct with respect to its Subcontractors and the respective employees of each, such employment investigations, including criminal history record checks, as the Aviation Director, the TSA or the FAA may deem necessary. Further, in the event of any threat to civil aviation, Consultant must promptly report any information in accordance with those regulations promulgated by the FAA, the TSA and the City. Consultant must, notwithstanding anything contained in this Agreement to the contrary, at no additional cost to the City, perform under this Agreement in compliance with those guidelines developed by the City, the TSA and the FAA with the objective of maximum security enhancement.

20.2   Consultant must comply with, and require compliance by its Subcontractors, with all present and future laws, rules, regulations, or ordinances promulgated by the City, the TSA or the FAA, or other governmental agencies to protect the security and integrity of the Airport, and to protect against access by unauthorized persons. Subject to the approval of the TSA, the FAA and the Aviation Director, Consultant must adopt procedures to control and limit access to the Airport Premises utilized by Consultant and its Subcontractors in accordance with all present and future City, TSA and FAA laws, rules, regulations, and ordinances. At all times during the Term, Consultant must have in place and in operation a security program for the Airport Premises utilized by Consultant that complies with all applicable laws and regulations. All employees of Consultant that require regular access to sterile or secure areas of the Airports must be badged in accordance with City and TSA rules and regulations.

20.3   Gates and doors located in and around the Airport Premises utilized by Consultant that permit entry into sterile or secured areas at the Airports, if any, must be kept locked by Consultant at all times when not in use, or under Consultant 's constant security surveillance. Gate or door malfunctions must be reported to the Aviation Director or the Aviation Director's designee without delay and must be kept under constant surveillance by Consultant until the malfunction is remedied.

20.4   In connection with the implementation of its security program, Consultant may receive, gain access to or otherwise obtain certain knowledge and information related to the City's overall Airport security program. Consultant acknowledges that all such knowledge and information is of a highly confidential nature. Consultant covenants that no person will be permitted to gain access to such knowledge and information, unless the person has been approved by the City or the Aviation Director in advance in writing. Consultant further must indemnify, hold harmless and defend the City and other users of the Airport from and against any and all claims, reasonable costs, reasonable expenses, damages and liabilities, including all reasonable attorney's fees and costs, resulting directly or indirectly from the breach of Licensee's covenants and agreements as set forth in this section.

XXI. CONTRACT CONSTRUCTION

All parties have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

XXII. FAMILIARITY WITH LAW AND CONTRACT TERMS

Consultant represents that, prior to signing this Agreement; Consultant has become thoroughly acquainted with all matters relating to the performance of this Agreement, all applicable laws, regulations and FAA Advisory Circulars and guidelines, and all of the terms and conditions of this Agreement and will comply therewith.

XXIII. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

XXIV. VENUE

The obligations of the parties to this Agreement shall be performable in San Antonio, Bexar County, Texas, and if legal action, such as civil litigation, is necessary in connection therewith, exclusive venue shall lie in Bexar County, Texas.

XXV. SEVERABILITY

In the event any one or more paragraphs or portions of this Agreement are held invalid or unenforceable, such shall not affect, impair or invalidate the remaining portions of this Agreement, but such shall be confined to the specific section, sentences, clauses or portions of this Agreement held invalid or unenforceable.

XXVI. FORCE MAJEURE

In the event that performance by either party of any of its' obligations or undertakings hereunder shall be interrupted or delayed by any occurrence and not occasioned by the conduct of either party hereto, whether such occurrence be an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not party or privy hereto, then such party shall be excused from performance for a period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and each party shall bear the cost of any expense it may incur due to the occurrence.

XXVII. SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and, except as otherwise provided in this Agreement, their assigns.

XXVIII. NON-WAIVER OF PERFORMANCE

28.1   A waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. In case of City, such changes must be approved by the San Antonio City Council.

28.2   No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

XXIX. PARAGRAPH HEADINGS

The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

XXX. LEGAL AUTHORITY

The signer of this Agreement for City and Consultant each represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of City and Consultant respectively, and to bind City and Consultant to all of the terms, conditions, provisions and obligations herein contained.

XXXI. ATTORNEY FEES

The Parties expressly agree, in the event of litigation, both parties waive rights to payment of attorneys' fees that otherwise might be recoverable pursuant to Texas Civil Practice and Remedies Code Chapter 38, Texas Local Government Code §271.153, the Prompt Payment Act, common law or any other provision for payment of attorney's fees.

XXXII. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

32.1   By execution of this Agreement, the undersigned authorized representative of Consultant certifies, and the City relies thereon, that neither Consultant., nor its Principals are presently debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded for the award of contracts by any Federal governmental agency or department;

"Principals", for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

32.2   Consultant shall provide immediate written notice to City, in accordance the notice provisions of this Agreement, if, at any time during the term of this Agreement, including any renewals hereof, Consultant learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances.

32.3   Consultant's certification is a material representation of fact upon which the City has relied in entering into this Agreement. Should City determine, at any time during this Agreement, including any renewals hereof, that this certification is false, or should it become false due to changed circumstances, the City may terminate this Agreement in accordance the terms of this Agreement.

XXIII. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL OR DOING BUSINESS WITH CERTAIN COUNTRIES

33.1   Texas Government Code §2270.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:
   (1) does not boycott Israel; and
   (2) will not boycott Israel during the term of the contract.

33.2   "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

33.3   "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

33.4   By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City's hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

33.5   <u>Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited</u>. Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Vendor hereby certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City. City hereby relies on Vendor's certification. If found to be false, or if Vendor is identified on such list during the course of its contract with City, City may terminate the Contract for material breach.
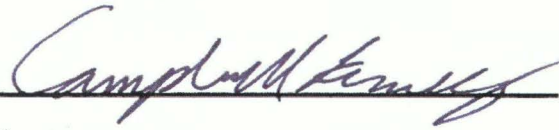
XXXIV. ENTIRE AGREEMENT

34.1   This Agreement, together with its authorizing ordinance, Exhibits and Attachments, embodies the complete Agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties relating to matters herein; and except as otherwise provided herein, cannot be modified without written consent of the parties and approved by ordinance passed by the San Antonio City Council.

34.2   It is understood and agreed by the Parties hereto that changes in local, state or federal rules, regulations or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

EXECUTED ON THIS, THE_____DAY OF_____, 2019.

CITY OF SAN ANTONIO, TEXAS   **LOCUSLABS, INC.**

By: _____

Erik J. Walsh
City Manager   Signature

<u>CEO</u>
Title

APPROVED AS TO FORM:

Federal Tax ID#: 46-5016215

By:_____
City Attorney

EXHIBIT 1

STATEMENT OF WORK

STATEMENT OF WORK: General Services

This project involves the procurement and implementation of a Wayfinding solution for the San Antonio International Airport (SAT). This is part of SAT's Customer Experience program to enhance all digital touchpoints for SAT customers. The implementation of wayfinding technology shall be implemented in 4 phases. Phase 1 shall start immediately upon award of this SOW and shall implement online mapping tools only. Subsequent phases of implementation will include work listed as additive alternate line items.

WORK REQUIREMENTS

1. Coordinate all sitework as required to collect existing conditions or perform mapping activities with the Business Relationship Manager, Brian legacy, telephone number 210-207-3856; E-mail brian.legacy@sanantonio.gov
2. Site Surveys or any onsite work will be scheduled between the hours of 8:00am-4:30pm
3. Access to restricted areas within SAT requires security badge access. Vendor coordination with Aviation IT is required to plan for escorts or to badge vendor personnel.
4. **Our Accessibility Standards**

We are planning to make all products and services:
- Perceivable
- Operable
- Understandable
- Robust

Final product needs to meet WCAG 2.0 AA for accessibility compliance.
Final product needs to be compatible with assistive technology and software for accessibility compliance.

WORK PHASES - Work to be Completed

Phase 1:

SAT requires an online wayfinding module as a web application that serves as a complete directory for the airport. This includes all menus for exploring concessions, services and other points of interest information.

The system shall provide map content and location services, for use within SAT's licensed platforms. It shall be integrated through Airline technology channels and also the vendors website.

Phase I requires up to 20 unique user accounts.

1. **Provide a Software Development Kit License** - This solution shall be a Software-as-Service to include a Software Development Kit (SDK) License

    Functional and/or Technical Requirements:
    1.1. Interactive SAT maps which provides searchable user interface components
    1.2. Quarriable location information and search terms for points-of-interest including gates, ground transportation, ticket kiosks, shops, restaurants, security checkpoints
    1.3. Continuous content updates (map geometry and POI data) updates and additions to provided floorplans
    1.4. Included Incremental software feature enhancements
    1.5. Customized pins, labels, and iconography for use in Licensee's applications
    1.6. APIs and SDK- Customizable GUI and API components that integrate into existing applications

2. **Provide a Content Management System**-- Provide a geospatial content management system (LocusVMS) as a way to request map and points of interest (POI) changes. SAT requires the ability to:

    Functional and/or Technical Requirements:
    2.1. Indicate changes to floorplan geometry and point-of-interest locations
    2.2. Indicate changes to all point-of-interest fields, including images
    2.3. Indicate changes to navigation routes, including status of portals (escalators, stairs, lifts/elevators, shuttles, etc.)
    2.4. Receive feedback requests and status updates to change publications
    2.5. Web and mobile web access

3. **Provide Online Wayfinding Technology**: Provide a module as a web application which includes menus for exploring concessions, services and other information.

    Functional and/or Technical Requirements:
    3.1. Hosting of interactive Airport directory website
    3.2. Include interactive maps and POI directory listings, explorable by terminal
    3.3. User-definable route navigation (no support for positioning services)
    3.4. POI and keyword search
    3.5. Design and support for desktop and mobile browser
    3.6. Continuous software and content updates

4. **Provide a GeoData Exchange Service**: GeoData Exchange is a service in which LocusLabs provides ongoing geo-data updates to third parties such as Google Maps and Apple Maps.

Summary of Phase I Deliverables:
❖ Online Mapping Solution
❖ SDK License

- ❖ Content Manager
- ❖ GeoData Exchange Service

Support Deliverables:
- ❖ Incremental software feature enhancements
- ❖ 2 hours of onsite and/or phone support per quarter
- ❖ Training and documentation if applicable based on best practice

Phase 2 (Additive Alternate Scope): Phase II is at the discretion of SAT leadership
- Phase II requires the deployment of additional indoor positioning features for user positioning to enable android device "blue dot" features
  - o Hardware (Beacons or Sensors) shall be provided and installed by COSA
- Android IPS scope shall be listed as an additive alternate line item

Phase II Scope Includes:
1) An IPS Module to provide a continuously updated blue dot indicating user's current location and floor within an android SDK.
   a) Provide a fingerprinting site survey in representative RF environment
   b) A continuously updated blue dot feature indicating user's current location and floor
   c) Background location events logged to server in real-time; queryable via REST API
   d) Background location events reported at application-defined intervals based on time or movement threshold
   e) Automatic floor switching (requires beacons near lifts/escalators/stairs)
   f) Blue dot based on GPS in un-surveyed areas
   g) Coverage includes all areas, public and private
   h) Self-service survey process when RF environment changes
2) Incremental software and algorithm improvements as part of SaaS solution

COSA Provided:
- Beacon hardware and perform installation
- Provide COSA escorts for areas during site surveys
- Re-survey areas as needed when RF environment changes

Phase 3 (Additive Alternate Scope): At the discretion of SAT leadership - This phase would consist of implementing on-premise interactive touchscreens
- SAT require additional vendor licensing and configuration labor to be included as an additive alternate line items to integrate with on-premise walk up kiosks or touch screens.
- All Hardware (end devices) would be provided by COSA
- This work shall be listed as an additive alternate line item

Phase III Additive Alternate Scope shall include:
1. Admin tool to enable kiosk software installers to manage multiple kiosks and assign their fixed location
2. Each kiosk instance to have its own fixed location with a "You Are Here" pin which denotes the user's location. Current Location powers location specific Search and Directions
3. Custom default (initial) map rotation and zoom level per kiosk basis

4. Attract loop for users to enter into the map via categories or by pressing "start" Inactivity Timeout feature resets kiosk session after a specified time of user inactivity and returns kiosk application to the Attract Loop

Phase 4 (Additive Alternate Scope): Extend the online wayfinding system and any onsite tools across the city of San Antonio as part of a "Smart City" initiative.
- This work shall be listed as an additive alternate line item

EXHIBIT 2

PRODUCT DESCRIPTIONS/FEE SCHEDULE

PRODUCT DESCRIPTIONS

Software Products Licensed:
LocusLabs will provide a **Software-as-Service** and **Software Development Kit (SDK) License** for LocusLabs' map content and location services, for use within Licensee's licensed platforms.

Software Product Description:

1. **LocusMaps SDK**

Release Level:	Current stable
Language:	English
Support Included:	4 offsite hours per quarter (non-cumulative)
License Use:	For use in any web application released by You, running on a consumer's device.

Supported operating systems: JavaScript – support for WebGL on current stable version of Google Chrome, Mozilla Firefox, Safari, Edge or Microsoft IE 11+.

LocusMaps SDK includes:
1. **Interactive maps and search** user interface components.
2. **Queryable location information** and search terms for points-of-interest including gates, ground transportation, ticket kiosks, shops, restaurants, security checkpoints.
3. **Continuous content updates** (map geometry and POI data) updates and additions to provided floorplans for your venue.
4. Incremental software **feature enhancements.**
5. **Customize** pins, labels, and iconography for use in Licensee's applications.
6. APIs and SDK- Customizable GUI and API components that integrate into existing applications

Delivery: Future SDK releases containing enhancements will occur on roughly a 60-day cycle.

2. LocusVMS (Venue Management System)

Release Level:	Current stable
Internet Connection:	Requires Internet connection
Language:	English
Operating Environment:	Web
Support Included:	Hours included as part of LocusMaps
License Use:	For use by any authorized user on any device.

The LocusVMS is a geospatial content management system that is a companion to and is included as part the LocusMaps Unlimited product. LocusVMS provides a way to request map and points of interest (POI) changes.

LocusVMS includes the abilities:
1. Indicate changes to floorplan geometry and point-of-interest locations.
2. Indicate changes to all point-of-interest fields, including images.
3. Indicate changes to navigation routes, including status of portals (escalators, stairs, lifts/elevators, shuttles, etc.)
4. Receive feedback requests and status updates to change publications.
5. Web access (See **Exhibit 6** for details).

Authorized Users: Up to 20 unique user accounts. Authorized users are linked to VMS change requests and may receive questions if change requests are not clear. See **Exhibit 5** for content change request details.

Delivery:
- Required Delivery Date: Effective Date. Continuous thereafter.

Also Included:
- Incremental software **feature enhancements.**
- **2 hours** of onsite and/or phone **support per quarter**
- **Training** and documentation

3. Module: LocusMaps Online

Release Level:	Current stable
Language:	English
Operating Environment:	Web, mobile web
Internet Connection	Requires Internet connection
Browser Support:	Google Chrome (version 48 or later)
	Mozilla Firefox (version 37 or later)
	Microsoft IE (version 11 or later)
	Microsoft Edge (version 38 or later)

	Safari for Mac OS (version 9 or later) *Note that LocusMaps utilizes WebGL for map rendering. LocusMaps requires a browser that supports and has WebGL enabled in order for maps to render.
Support Included:	Hours included as part of LocusMaps
License Use:	For use on any consumer's personal device.

The LocusMaps Online module is a web application that serves as a complete directory for the airport that includes all the features of LocusMaps plus category menus for exploring concessions, services and other information. Features include:

- Hosting of interactive Airport directory website
- Includes interactive maps and POI directory listings, explorable by terminal
- User-definable route navigation (no support for positioning services)
- POI and keyword search
- Design and support for desktop and mobile browser
- Continuous LocusMaps software and content updates.

4.   **Module: LocusMaps Onsite**

Release Level:	Current stable
Operating Environment:	Microsoft Windows 10
Screen Orientation	Landscape screen orientation 1920 x 1080 (full HD) screen resolution
Internet Connection	Requires public Internet connection to Amazon AWS
Hardware Requirements	• Multi-touch interactive display • PC Windows 10 with multi-touch HID input support • Intel Core i7-5557U equivalent (or faster) CPU • Latest Google Chrome web browser • PC System Management Software for locking down PC access and running web applications in "kiosk" mode.
Support Included:	• 8 offsite hours per quarter (non-cumulative)

	• 2 onsite support visits per year • Includes testing and recommendations for supported screens and performance considerations.
License Use:	With this module, LocusMaps may be integrated into any on-premise applications such as mounted touchscreens and/or kiosks.
Seats	Includes license seats for 30 devices. Please inquire about pricing for additional seats.

Includes all LocusMaps features plus additional "OnSite" specific features including:

- Admin tool enables kiosk software installers to easily manage multiple kiosks and assign their fixed location.
- Each kiosk instance has its own fixed location with a "You Are Here" pin which denotes the user's location. Current Location powers location specific Search and Directions.
- Custom default (initial) map rotation and zoom level per kiosk basis.
- Attract loop for users to enter into the map via categories or by pressing "start"
- Inactivity Timeout feature resets kiosk session after a specified time of user inactivity and returns kiosk application to the Attract Loop
- Hand-off from LocusMaps Onsite to LocusMaps Online (mobile web) via QR code presented on the kiosk application screen
- Optimized for larger format touchscreens (1920 x 1080 resolution) in landscape mode.

Support and deployable modules are provided for recommended on-premise device hardware.

LocusLabs can assist in certifying your custom hardware configuration for an additional fee. It is highly recommended that we conduct performance tests on test units before purchasing or deploying venue hardware.

Recommended hardware requirements are provided at   .

5.   **Module: LocusMaps Indoor Positioning System (IPS)**

Release Level:	Production
Operating System:	Android, iOS native mobile app (support for one major version below current stable version)
Support & Service	One (1) onsite survey and training session per year

Level:	
License Use:	For use by any authorized user on any device.

LocusMaps IPS Module provides a continuously updated blue dot indicating user's current location and floor within LocusMaps Android SDK. The underlying technology combines readings from WiFi, BLE beacons, magnetometer, and GPS. The service requires a fingerprinting site survey in representative RF environment. Accuracy metrics are not guaranteed, but typical accuracy is between 2-4 meters.

Module includes:
- A continuously updated blue dot indicating user's current location and floor
- Background location events logged to server in real-time; queryable via REST API
- Background location events reported at application-defined intervals based on time or movement threshold
- Automatic floor switching (requires beacons near lifts/escalators/stairs)
- Blue dot based on GPS in un-surveyed areas
- Coverage includes all areas, public and private
- Self-service survey process when RF environment changes
- Incremental software and algorithm improvements as part of SaaS solution

Your obligations:
- Provide beacon hardware and perform installation
- Provide escorts for all areas during site surveys – total 12 hours per day
- Re-survey areas as needed when RF environment changes
- Internet connectivity required in all areas

6. Service: LocusLabs GeoData Exchange Service

Overview
The LocusLabs GeoData Exchange is a service in which LocusLabs provides ongoing geo-data updates to third parties such as Google Maps and Apple Maps or other 3rd parties, if required. LocusLabs serves as the "source of record" for many venues and maintains a very high level of data freshness to both map geometry and point of interest data. Venues that want to ensure that 3rd party map services have the latest geodata available can subscribe to the LocusLabs GeoData Exchange Service and LocusLabs will provide periodic date updates to Google Maps and Apple Maps and other 3rd parties, at standard intervals.

What's Included
LocusLabs provides floor plan geometry and point of interest data to 3rd party providers based on their pre-determined data and format requirements. The service includes LocusLabs update submission to Apple and Google every three (3) months, or other 3rd parties. Processing time by Apple and Google can vary once the data is submitted on behalf of the venue by LocusLabs. LocusLabs is unable make any representations or warranties as to the data processing service levels

by 3rd party companies.

Requirements for Exchanging Data with Apple Maps
1. Agreement signed between Apple and Venue
2. Initial floor plan delivery to LocusLabs
3. LocusLabs processing time (2 - 21 days)
4. LocusVMS updates submitted as required
5. LocusLabs to send updates to Apple on behalf of venue

Requirements for Exchanging Data with Google Maps
1. Agreement signed between Google and Venue
2. LocusVMS updates submitted as required
3. LocusLabs to send updates to Google on behalf of venue

Requirements for Exchanging Data with Other 3rd Parties
1. Agreement signed between 3rd Party and Venue
2. LocusVMS updates submitted as required
3. LocusLabs to send updates to 3rd Party on behalf of venue

LOCUSLABS RATES & FEES

Product/Service	Description	License Fees [USD]
LocusMaps Online	Includes LocusMaps JavaScript SDK and Analytics.	$60,000 / year
LocusVMS	Venue Management System for management of venue POI data for ongoing updates. Details above.	Included
GeoData Management Service	Service to make ongoing updates to Apple/Google Maps on behalf of airport. Details outlined above.	$10,000 / year
	YEARS 1-5 ANNUAL RECURRING TOTAL	**$70,000**
	YEARS 6+ ANNUAL RECURRING TOTAL	**$70,000**

ADDITIONAL SERVICES AND MODULES AVAILABLE

Product/Service	Description	License Fees [USD]
LocusIPS	Indoor positioning system for providing blue-dot in web and mobile maps, passenger and staff	$55,000 / year

	tracking	
LocusMaps Onsite	On-premise software as outlined above. Includes 30 device seats. Additional set-up costs required based upon testing & requirements.	$37,200 / year
LocusMaps Airport Plug-ins	Includes integration and maintenance with up to 3 respective systems like flight status, security wait times, and parking management or other related customer owned APIs.	$8,000 / year
LocusEnterprise	Enterprise management of location data includes advanced user analytics and location applications based on use cases.	Custom based on scope
Program Management	For custom program management needs related to indoor location and geospatial support.	$150 / hr.
Developer Support	For support beyond allocated product support hours.	$180 / hr.
Language Support	Beyond included English language.	$5,000 / language per year

LOCUSLABS DEPLOYMENT TIMELINE

Milestone	Estimated Completion Timeline
Airport Site Survey for Data Collection	Based upon scheduling
Map Rendering of SAT Airport	Estimated 2-4 weeks after site survey
SAT Content Updates via LocusVMS & Map Customization	Estimated 1-2 week after map rendering
LocusMaps Online Testing & Launch	Estimated 2-4 weeks later
LocusMaps Onsite Testing & Launch	Estimated 2-4 weeks after map rendering (based entirely upon touchscreen integration requirements)

EXHIBIT 3

MANDATORY FEDERAL CONTRACT PROVISIONS

As used in this Exhibit, the terms "contractor" or "Contractor" shall refer to "Consultant".

I.   GENERAL CIVIL RIGHTS PROVISIONS

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

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

II.   TITLE VI CLAUSES COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a

contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
   a. Withholding payments to the contractor under the contract until the contractor complies; and/or
   b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

III.   TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

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

- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

IV. FEDERAL FAIR LABOR STANDARDS ACT

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

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

V. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

EXHIBIT 4

SOFTWARE LICENSE AND SUPPORT AGREEMENT

1. **Definitions.** In addition to the terms define elsewhere in this Agreement, the following words and phrases shall have the meanings set out below.

    1.1   "Application" means the executable program resulting from the combination of Your Code with the Redistributable Code portions of the SDK.

    1.2   "Code" means any software or computer code, documentation, content and media (including without limitation Your Content) that is developed, created, owned, controlled, or licensed by You or from a third party, and can be integrated with the SDK to create the Application.

    1.3   "Control" means the ability to direct the affairs of another whether by the ownership of 50 per cent or more of the issued shares, contract, or otherwise.

    1.4   "Documentation" means supporting technical documents provided by LocusLabs with the Software.

    1.5   "Effective Date" means the date this Agreement is countersigned by You Controller.

    1.6   "End User" means an end user customer of the Application.

    1.7   "EULA" means terms and conditions on a website where the End User accesses the Application, between You and each End User that provides a:

    1.7.1   Limited, nonexclusive right to use the Application with no further right to reproduce (except for archival and/or backup copies permitted by law) and/or distribute the Application;

    1.7.2   Prohibition against distributing, selling, sublicensing, renting, loaning, or leasing the Application;

    1.7.3   Prohibition against reverse engineering, decompiling, disassembling, or otherwise attempting to discover the source code of the Application that is substantially similar to that set forth in **Section 2.4** below;

    1.7.4   Statement that You and Your suppliers retain all right, title, and interest in the Application that is substantially similar to that set forth as **Section 3** before;

    1.7.5   Limit of liability substantially similar to that set forth as **Section 9** below for the benefit of Your suppliers.

    1.8   "Insolvency Event" occurs when a party becomes unable to pay its debts as they fall due, or the value of its assets is less than the amount of its liabilities taking into account

its contingent and prospective liabilities; or in relation to a party, a statutory demand is served, a receiver is appointed or any insolvency procedure under the Insolvency Act 1986 is instituted or occurs.

1.9 "LocusLabs Content" means maps, media, imagery, keywords, points-of-interest, metadata, computer code, or any other data or information provided by LocusLabs to You under this Agreement.

1.10 "Personal Identifying Information" or ("PII") means any information about an individual, including without limitation (i) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, email, date and place of birth, mother's maiden name, or biometric records; and (ii) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

1.11 "Redistributable Code" means certain object code files designated in the Documentation as "Redistributable Code" and transferred with the Application for use by the End User.

1.12 "Software" means the following software that is provided under this Agreement:

    1.12.1 LocusLabs software product(s);

    1.12.2 LocusMaps (also referred to as the "Software Development Kit" or "SDK");

    1.12.3 LocusVMS (also referred to as the "Venue Management System" or "VMS");

    1.12.4 Redistributable Code;

    1.12.5 LocusLabs Content;

    1.12.6 Documentation;

    1.12.7 any upgrades, modified versions, updates, and/or additions thereto, if any, provided to the You by LocusLabs. Specific Software licensed described in **Exhibit 2**.

1.13 "Term" means the entire period during which this Agreement is in effect, starting on the Effective Date and continuing through the final date of termination or expiration of this Agreement, including any renewals or extensions.

1.14 "Upgrades" means newer versions, new releases, improvements, software fix, maintenance item, refreshes, updates, upgrades, modifications, enhancements, corrections, installation of patches, or other changes that have been made by the developer, seller, manufacturer, or licensor to the Software. The exterior form of the Upgrades may be reflected by changes to the version numbers.

1.15 "Use", "Used", or "Using" means to access, install, download, or copy the Software.

2. License

2.1 License Grant

2.1.1 Subject to the terms and conditions of this Agreement, LocusLabs hereby grants You a non-exclusive, nontransferable, royalty-free license to:

2.1.1.1 Install and Use, only on Your computers and/or mobile devices, the Software for the sole purpose of developing Applications, such Applications may be used for any purpose, including without limitation, commercial purposes, and accessible and used by You and End Users;

2.1.1.2 Reproduce Redistributable Code as a component of Applications;

2.1.1.3 Distribute the Software to You, your agents, employees, officers, and legal representatives and Your subcontractors, consultants, or independent contractors for the sole purpose of assisting in the production or creation of the Application, provided this entity does not redistribute any portions of the Software directly to a third party;

2.1.1.4 Distribute Redistributable Code in object code form as a component of Applications, provided that:

2.1.1.4.1 Applications conform to restrictions identified in **Exhibit 2**;

2.1.1.4.2 You distribute such object code under the terms and conditions of an EULA;

2.1.1.4.3 You include a copyright notice reflecting the copyright ownership of Developer in such Applications;

2.1.1.4.4 You shall be solely responsible to its customers for any update or support obligation or other liability which may arise from such distribution; and

2.1.1.4.5 You shall not make any statements that Your Application is "certified," or that its performance is guaranteed, by LocusLabs.

2.1.2 Any merged portion of the Redistributable Code, is subject to this Agreement. You may make a limited number of copies of the Documentation to be used by Your employees, consultants, or subcontractors for internal development purposes and not for general business purposes or for distribution by any means, and such employees, consultants, or subcontractors shall be subject to this Agreement. LocusLabs shall provide all Upgrades with respect to the Software. LocusLabs is under no obligation to release updates to its Software on a fixed schedule under this Agreement,

including upgrades or particular features of the Software and/or any component thereof.

2.1.3 LocusLabs and You shall each have non-exclusive rights and ownership to the following "Shared Data" entered into the Application via the Software: (i) Anonymous End User location information and/or Data used to derive an End User's location, (ii) End User search terms, (iii) Software usage data, and (iv) identifier(s) used to link this data to a device. Shared Data shall not include any Personal Identifying Information nor shall there exist any mechanism by which Personal Identifying Information can be transferred to LocusLabs through the Application.

2.1.4 As a condition to this license, (1) Your Code must add substantial functionality to the Application in addition to the features provided by the Software, (2) in no event may you distribute the Redistributable Code on a stand-alone basis or in any manner other than as integrated into an Application (3) Applications must not expose any of the functionality of the Redistributable Code directly to the End User and (4) You must distribute the Application along with the EULA and each End User receiving the Application must agree to the terms of the EULA.

2.1.5 LocusLabs shall adhere to support obligations and processes identified in **Exhibit 5**.

2.2 **Installation and Copies.** LocusLabs shall make the Software and Documentation available for download in electronic form. LocusLabs shall also provide You with electronic passwords or other enabling mechanisms if necessary to permit the licensed usage of the Software. You may make a reasonable number of copies of the Software for backup and archival purposes during the Term.

2.3 **License Restrictions**

2.3.1 You shall not (and shall not allow any third party to):

2.3.1.1 Decompile, disassemble, or otherwise reverse engineer the Software or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats, or programming interfaces of the Software by any means whatsoever (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions and only then upon advance written notice to LocusLabs and as expressly permitted under this Agreement);

2.3.1.2 Except as expressly provided herein, distribute, sell, sublicense, rent, lease, or use the Software or LocusLabs Content (or any portion thereof);

2.3.1.3 Remove or obscure any product identification, proprietary, copyright, logos, or other notices contained or presented within the Software or LocusLabs Content;

2.3.1.4 Modify any part of the Software or LocusLabs Content, create a derivative work of any part of the Software or LocusLabs Content, or incorporate the Software or LocusLabs Content into or with other software, except for the limited development rights for the Application as expressly set forth in **Section 2.1** or as expressly permitted under this Agreement;

2.3.1.5 LocusLabs Content may only be used and distributed in connection with the Software and distributing, using, or displaying LocusLabs Content outside the Software is prohibited unless expressly permitted under this Agreement;

2.3.1.6 Use the Software to create, develop or use any program, software, or service which intentionally contains any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information; or

2.3.1.7 Use the Software to create, develop, or use any program, software, or service which when used in the manner in which it is intended, violates any material law, statute, ordinance, or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination, or false advertising).

2.4 **Non-Exclusive.** The rights granted to you hereunder are non-exclusive and nothing under this Agreement shall prohibit LocusLabs from entering into any development, distribution, or other agreement with any other party in any territory or region of the world.

3. **Ownership.** The Software and any authorized copies that You make are the intellectual property of and are owned by LocusLabs and its suppliers. The structure, organization, and code of the Software are the valuable trade secrets and confidential information of LocusLabs and its suppliers. The Software is protected by law, including without limitation the copyright laws of the United States and other countries, and by international treaty provisions. You agree that all copies of items in the Software reproduced for any reason by You will contain the same copyright, trademark, and other proprietary notices as appropriate and appear on or in the master items delivered by LocusLabs in the Software. Notwithstanding anything to the contrary contained herein, except for the limited license rights expressly provided herein, LocusLabs has and will retain all rights, title, and interest (including, without limitation, all patent, copyright, trademark, trade secret ,and other intellectual property rights) in and to the Software (including Your feedback regarding the Software) and all copies, modifications, and derivative works of the Software (including any changes made based on Your feedback), but specifically excluding Your Code, Your Data, and any content, information, data, inventions, creations, or materials. You acknowledge that you are obtaining only a limited license right to the Software and that irrespective of any use of the words "purchase", "sale", or like terms hereunder no ownership rights are being conveyed to You under this Agreement or otherwise

4. Payment

4.1 You shall pay all fees associated with the Software licensed as set at time of accepting this Agreement. All payments shall be made in U.S. dollars. All fees are non-refundable once paid. You shall be responsible for all taxes, withholdings, duties and levies arising from the order (excluding taxes based on the net income of LocusLabs).

4.2 Specific compensation details outlined in **Article V. Compensation.**

4.3 Specific rates and fees are identified in **Exhibit 2**.

5. Licensee Obligations

5.1 **Representations.** You shall not make any representations, guarantees, or warranties of any type with respect to the specifications, features, capabilities, or otherwise concerning the Software or LocusLabs Content. In no event shall You make any representation, warranty, or guarantee by or on behalf of LocusLabs. You shall represent LocusLabs and the Software and LocusLabs Content in a positive and professional manner at all times.

5.2 **Business Practices.** You agree not to engage in any deceptive, misleading, illegal or unethical practices that may be detrimental to LocusLabs or the Software or LocusLabs Content and agree to comply with all applicable federal, state and local laws and regulations) while exercising your rights under this Agreement.

5.3 **Application Copyright Notices and Branding Requirements.** The Application shall contain a reference to LocusLabs' copyright in the main copyright notice for the Application and any related documentation within the Application. In addition, You agree to include and not obfuscate the LocusLabs watermark included with the map interface.

5.4 **Use of the Parties Name and Logos.** You may use LocusLabs's name, logos or other trademarks in promotional, marketing or press material.

5.5 **Feedback.** You have the option to provide to LocusLabs written reports or other feedback regarding the Software. You acknowledge and agree that LocusLabs may, at its sole discretion and without restriction, use any feedback, suggestions and ideas ("Feedback") You provide in future modifications of the Software and You hereby grant LocusLabs a perpetual, worldwide, fully transferable, irrevocable, royalty free license to Use, reproduce, modify, create derivative works form, distribute and display the Feedback in any manner and for any purpose.

5.6 **Enforcement.** You agree to provide the terms of each EULA to each End User. If you are aware of any violations of the EULA that impact the Software, you will notify LocusLabs of any known breach.

6. Term of Agreement

6.1   **Term.** This Agreement is effective per details outlined in **Article II. Period of Service.**

6.2   **Survival.** Sections 2.3 (License Restrictions), 3 (Ownership), 4 (Payment), 5.6 (Enforcement), 6.1 (Term of Agreement), 7 (Disclaimer of Warranties), 8 (Representations and Warranties of Licensee), 9 (Limitation of Remedies and Damages), 10 (Confidential Information), 11 (Export Compliance) and 12 (General) shall survive any termination or expiration of this Agreement.

7.   **Warranties.** LocusLabs licenses the software to You on "as is" basis and without warranty of any kind. LocusLabs and it's suppliers do not and cannot warrant the performance or results you may obtain by using the software. Except for any warranty, condition, representation or term to the extent to which the same cannot or may not be excluded or limited by the law applicable to you in your jurisdiction, LocusLabs and it's suppliers make no warranties, conditions, representations or terms, express or implied, whether by statute, common law, custom, usage or otherwise as to the software or any component thereof, including but not limited to non-infringement of third party rights, integration, merchantability, satisfactory quality or fitness for any particular purpose.

8.   **Representations and Warranties of Licensee.** Both parties represent and warrant that:

8.1   Their business and performance under this Agreement are in compliance with all applicable federal, state and local laws and government rules and regulations;

8.2   Neither Your Code nor any portion thereof or LocusLabs Content, constitutes or may give rise to a claim of infringement of any patent, copyright, trade secret or other property right of a third party anywhere in the world; and

8.3   No portion of Your Code (including any libraries), Software (including any libraries) contains any viral "open source", code licensed under the General Public License, or any other software or code which could compromise or interfere in any way with LocusLab's property rights in or to the software or other LocusLabs materials that may come into contact with such Code or require LocusLabs to disclose any source code to any software integrated with Your Code.

9.   **Confidential Information.** Any software, documentation technical, or business information, or other information that by its nature would be deemed confidential provided by LocusLabs or You (or any respective agents) shall be deemed "Confidential Information" without any marking or further designation. Except as expressly authorized herein, the parties will hold in confidence and not use or disclose any Confidential Information. The parties acknowledge that disclosure of Confidential Information would cause substantial harm to disclosing party that could not be remedied by the payment of damages alone and therefore that upon any such disclosure by the receiving party such disclosing party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law.

10.   **Export Compliance.** The Software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the SDK. These laws include restrictions on destinations, End Users, and end use.

EXHIBIT 5

LOCUSMAPS LEVEL OF SERVICE AND SUPPORT

Support
Subject to the terms and conditions set forth in this Agreement (and Exhibit 2), LocusLabs agrees to provide Level 2 and Level 3 problem support services to Licensee relating to Licensee's Use of LocusMaps throughout the term of this agreement. LocusLabs agrees to provide all levels of problem support services and a 99.9% uptime commitment relating to the LocusMaps Online module throughout the Term of this agreement. These support services include further explanation and troubleshooting of supported features of the LocusMaps SDK as well as critical bug fixes affecting established functionality.

Upon being notified of a LocusMaps SDK support issue by a customer or End User, Licensee will review the issue, refer integrator to the documentation, and diagnose the issue (Level 1). Upon being notified of a LocusMaps Online support issue by a customer or End User, Licensee will attempt to reproduce issue and follow Level 2 procedure below.

If the issue is determined to be an issue with LocusLabs Software functionality, Licensee or its nominated third party will forward a detailed explanation of the issue, reproducible steps, and LocusMaps software version number to help@locuslabs.com and inform customer the issue is being escalated. LocusLabs will respond via email within 2 US business days excluding holidays with further questions, any explanation, and an estimated time to resolve the issue if possible (Level 2).

If issue is affecting critical operation of the Application or LocusMaps Online, LocusLabs will respond via email or phone within 8 business hours (US) and make best attempts to provide a fix within 72 hours of response (Level 3).

Change Requests
A Change Request ("CR") shall be raised for any Licensee-initiated change to the Services after the Effective Date of the agreement.

Change Request ("CR") process

1. Submit email to help@locuslabs.com formally requesting a CR, with details describing the requested change.
2. LocusLabs will respond with an estimated cost and timeline to implement the CR in a statement of work (SOW) using the template at Exhibit G.
3. Once the SOW is finalized, Licensee provides consent to CR cost and terms by electronic signature.
4. LocusLabs signs using electronic signature.

Software Updates

Throughout the term of this agreement, Licensee will receive notifications about software updates via email. LocusMaps major (stable) releases tend to come out quarterly, but LocusLabs is under no obligation to issue an updated release in accordance with any schedule.

New releases will maintain backwards compatibility with the previous major release and content, unless a function or component is marked *deprecated*, in which case it may be phased out in a future release.

Content Updates

Throughout the Term of this agreement, content updates will be available regularly and downloaded via the LocusMaps SDK. LocusLabs will respond to content update requests for all POI and navigation information submitted through the VMS process within 24 hours on U.S. business days. A response will be a resolution of the request or a request for additional information.

Major Content update requests, such as additional facilities and remodel updates may be requested via the CR process (fees quoted in Exhibit 2).

EXHIBIT 6

BASELINE MAP CONTENT AND POINTS OF INTEREST

1.   BASELINE MAP CONTENT

   1.1   Included on Map
   - 1.1.1   All publicly accessible indoor areas and levels
   - 1.1.2   Non-public space delineated as "non-accessible"
   - 1.1.3   Shuttle / train routes for navigating from one location to another
   - 1.1.4   Outline / shell of lounges, shops, and restaurants
   - 1.1.5   Outline / shell of outdoor parking garages
   - 1.1.6   Outline / shell of remote parking lots
   - 1.1.7   Navigating from parking garage to venue interior
   - 1.1.8   Outline / shell of surrounding buildings
   - 1.1.9   All gates are visually on map and searchable / tappable.
   - 1.1.10   Everything on map and / or searchable is able to navigate to / from with approximate walk times & distance
   - 1.1.11   Airplane runways and jetways
   - 1.1.12   Pool / Spa areas
   - 1.1.13   Major Roads surrounding the venue (roads are labeled)
   - 1.1.14   Search for building (navigation will use the center of the building)

   1.2   Not-Included on Map
   - 1.2.1   Geometries / floorplans inside restrooms, lounges, shops, restaurants, or parking garages
   - 1.2.1.1   Different parking garage levels
   - 1.2.2   Depending on access and security, CBP/FIS areas may not be on map
   - 1.2.3   Individual seating areas & individual power outlet locations
   - 1.2.4   Structural details such as pillars or elevator shafts

2.   POINTS OF INTEREST (POI) / CONTENT

   2.1   **Searchable and tappable POI's Include:**
   - 2.1.1   **Stores** – include restaurants / shops / and clubs POI's. These POI's include a short description, storefront photo, URL, hours, menu pdfs and searchable keywords.
   - 2.1.2   **Services** – include nursing rooms, airport information desks, wheelchair assistance, USO, designated service animal relief area, restrooms, shoe shine, salons, prayer rooms, spas, mailbox and shipping areas, currency exchanges
   - 2.1.3   **Airline / Airport** – airport information desks, self-service check-in kiosks, re-booking locations, customer service, baggage offices, ticket kiosks, gate entrances, bag claim including oversize baggage, baggage cart locations, and charging stations.
   - 2.1.4   **Lodging** – on site hotels
   - 2.1.5   **Portals** – elevators, stairs, ramps, and escalators. Most stairs (except for rounded staircases) include architectural footprint. Moving walkways are shown but are not tappable and are not used in navigation routes.

2.1.6 **Transportation** - ground transportation locations (taxi stands, limo, shuttles, valet), trains, rental car counters with logos (when available), TNC pickup points.

2.1.7 **Security** – security check points, security exits, airport police, agriculture inspections, customs and immigration (when mapping is allowed)

2.1.8 **Curbside** - curbside check-in, taxi locations, shuttle locations, shared ride locations, etc.

2.1.9 **Other** - AED, ATM, water refill stations, designated smoking areas, children play areas

2.2 **Non-tappable POI's include:**

2.2.1 Seating areas (not for gates), moving walkways, ticket counters (the logos in front of the ticket counter will be tappable), doors, stair and escalator footprints

EXHIBIT 7

GEOSPATIAL CONTENT OWNERSHIP AND LICENSE

The Licensee retains all rights and ownership of geospatial files, building information, floorplans, and point-of-interest metadata ("Licensee Content") provided directly to LocusLabs via the LocusVMS, email, or other process.

The Licensee grants LocusLabs a non-exclusive, worldwide license to use and sublicense Licensee Content provided by the Licensee to LocusLabs throughout the Term for use in LocusLabs products for Licensee and third-party applications, provided that such use and/or sublicensed use shall be limited to the duration of the Term here-of.

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