

GOAA DATE 3/18/2020
ITEM NO. 9
DOCUMENTARY # 100790

AMENDMENT NO. 5

BY AND BETWEEN

**GREATER ORLANDO AVIATION AUTHORITY
AND
AIRCRAFT DATA FUSION, INC.**

TO

PURCHASING AGREEMENT PS-455

THIS AMENDMENT NO. 5 made and entered into as of the 30th day of December, 2020, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Subscriber") and **AIRCRAFT DATA FUSION, INC.** (hereinafter referred to as "Company").

WITNESSETH:

WHEREAS, by Agreement dated January 6, 2016, as amended by Amendment No. 1 dated December 15, 2016, Amendment No. 2 dated December 19, 2017, Amendment No. 3 dated January 8, 2019, and Amendment No. 4 dated December 30, 2019. Company agreed to provide Airport Operations Management Services (AOMS) at Orlando International Airport, Orlando, Florida; and

WHEREAS, the Agreement provides Subscriber with an unlimited number of options to renew the term of the Agreement for additional periods of one (1) year each; and

WHEREAS, Subscriber desires and Company agrees to exercise its fifth (5th) option to renew the term of the Agreement for an additional period of one year.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, the parties hereby amend the Agreement as follows:

1. **Renewal Term of Agreement.** The term of the Agreement shall be, and hereby is renewed and extended for a period of one (1) year, commencing effective as of January 1, 2021 and expiring December 31, 2021.
2. **Compensation.** Subscriber shall pay to the Company during the fourth renewal option of the Agreement, upon satisfactory completion of the work required by the provisions of the Agreement, the Annual Fees as shown in Attachment "A-5" under Schedule "B" to this Amendment. Compensation shall be paid pursuant to the terms and conditions of the Agreement.
3. **Suit/Proceedings.** The Company agrees that any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of the Agreement or any matter in connection therewith shall be brought only in a court of competent jurisdiction in Orange County, Florida, and Company waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. Company agrees to submit to the jurisdiction of the Florida courts and irrevocably agrees to accept service of process by U.S. mail.
4. **Public Entity Crimes Act.** The Company acknowledges the following notice: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on an Agreement to provide any goods or services to a public entity, may not submit a bid on an Agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount

set forth in s.287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.”

5. Whistle Blower Reporting Line. The Authority is committed to the highest level of integrity in its operations and is fully committed to protecting the organization, its operations, and its assets against fraud, waste or abuse. The Authority has established a Whistle Blower Reporting Line with a third-party service provider as a means for employees, contractors, vendors, tenants and the general public to report suspected fraud, waste or abuse in connection with Authority operations. Should Company suspect any fraud, waste or abuse in connection with any work under this Agreement, including any work of its subcontractors or laborers, it shall promptly report such activity at (877) 370-6354, through email: GOAA@integritycounts.ca, or through the online reporting form at www.integritycounts.ca/org/GOAA. The Company shall include this reporting requirement in all subcontracts and vendor agreements. The Company is further encouraged to report any suspected fraud, waste or abuse it suspects in connection with any other airport operation or project.

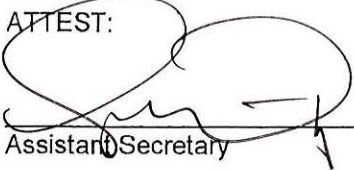
6. Continuing Effect of Agreement Provisions. Except as amended by this Amendment No. 5, the Agreement shall continue in full force and effect in accordance with its terms and conditions.

[The remainder of the page is intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 5 to be duly executed as of the date and year first above written.

"SUBSCRIBER"

ATTEST:


Assistant Secretary

GREATER ORLANDO AVIATION AUTHORITY

By: 
Mr. Phillip Brown
Chief Executive Officer

[Official Seal]

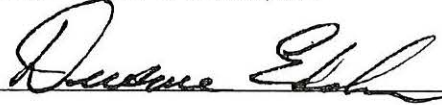
"COMPANY"

ATTEST:


Secretary

[CORPORATE SEAL]

AIRCRAFT DATA FUSION, INC

By: 
Its: President

Duane Edelman, President
Print or Type Name and Title

Approved as to Form and Legality
this 30 day of December, 2020

NELSON MULLINS BROAD AND CASSEL

By: 
Greater Orlando Aviation Authority

ATTACHMENT "A-5"

SCHEDULE A Description of Services

Services include the following:

2021 - Provided services shall include all services in use at the close of 2020 as listed below:

- Software as a service airport operations and business management suite of tools.
- 24X7 access (on demand) to tailored, airport operations data for GOAA Executive Management team and frontline employees. Features include:
 - Daily schedules and forecasts
 - Real time daily tracking of key performance indicators
 - Real time detection, forecasting and alerting of irregular operations
 - Scheduled and "On Demand" reports, analysis and forecasts
- Software Maintenance, updates and technology upgrades including dashboards provide additional functionality
- Report summaries of trends and outcomes of events as requested by the OIA team
- Functionality and technology improvements including:
 - Tracking and reporting of overnight aircraft parking
 - COVID 19 Daily Impact Forecast
 - Flights from heavily impacted regions of the world
 - COVID 19 Arrival Summary from highly impacted airports
 - Assist OIA in acquiring the ACI, Airport Health Accreditation certification
 - Data analysis
 - Performance reporting
 - Individual daily Airside Operations forecast
 - Passenger – volume, time & flow
 - Passenger Space Unit (PSU) calculated limitations and alerting
 - Passenger Dwell time
 - Irregular Operations

Functions removed

2021 – Functions removed per customer request

- BHS POD forecasts
- BHS POD closure along with corresponding data entry
- International Activity Report
- FIS Summary
- Zika Summary
- Gate utilization yearly

Tabs

- Airfield Status
- Dashboard

ATTACHMENT "A-5" (continued)

SCHEDULE A

Services Fees

Fee Schedule	
Costs	Annually
2021 Service Fee	\$ 154,712.00

Price / Payment Terms

In accordance with the Payment Terms and other conditions of this Agreement, the Subscriber agrees to pay, and the Company agrees to sell the Services as defined in this Agreement:

Upon Activation the Company will submit to the Subscriber an invoice for the total Service Agreement value of \$154,712.00 which the Subscriber agrees to pay in total with 30 days of receipt of the invoice. If payment of the full amount is not received within sixty (60) days of receipt of the invoice, Company reserves the right to block access to the Service.

Payment Method

Check

The Subscriber is subject to the Florida Prompt Pay Act and will abide by the late payment terms as laid out in that statute.

ATTACHMENT "A-5" (continued)

SCHEDULE C

Subscriber Intellectual Property

The following is a list of Background Intellectual Property owned by Subscriber which is licensed to Company and its Subcontractors pursuant to the terms and conditions of this Agreement:

1. U.S. Registered Trademark 1565079, registered on November 7, 1989 and owned by Greater Orlando Aviation Authority for "Airport Services"



**ORLANDO
INTERNATIONAL
AIRPORT**