

AMENDMENT NO. 12

BY AND BETWEEN

**GREATER ORLANDO AVIATION AUTHORITY
AND
PASSUR AEROSPACE, INC.**

TO

PURCHASING AGREEMENT PS-159

THIS AMENDMENT NO. 12 made and entered into as of the 8th day of August, **2022** by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Authority") and **PASSUR AEROSPACE, INC.** (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, by Agreement dated October 27, 2006, as amended by Purchase Order Number 74472 dated October 16, 2007, Purchase Order Number 75915 dated October 14, 2008, Purchase Order Number 77298 dated November 19, 2009, Purchase Order Number 78504 dated November 29, 2010, Amendment No. 1 dated October 21, 2011, Amendment No. 2 dated July 12, 2012, Amendment No. 3 dated October 31, 2013, Amendment No. 4 dated August 26, 2014, Amendment No. 5 dated August 28, 2015, Amendment No. 6 dated August 16, 2016, Amendment No. 7 dated October 2, 2017, Amendment No. 8 dated August 17, 2019, Amendment No. 9 dated September 23, 2019, Amendment No. 10 dated August 17, 2019, and Amendment No. 11 dated October 21, 2021, Contractor agreed to provide Megadata Software Subscription and Maintenance Support Services at Orlando International Airport, Orlando, Florida; and

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

WHEREAS, Authority desires to exercise its sixteenth (16th) 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 October 1, 2022 and expiring September 30, 2023.
- 2. Compensation.** Authority shall pay to the Contractor during the fifteenth (15th) renewal option of the Agreement, upon satisfactory completion of the work required by the provisions of the Agreement, the monthly prices as shown in Attachment "A-12", 16th Renewal Option Pricing to this Amendment. Compensation shall be paid pursuant to the terms and conditions of the Agreement.
- 3. Suit/Proceedings.** The Contractor 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 Contractor waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. Contractor 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 Contractor 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. 11, the Agreement shall continue in full force and effect in accordance with its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 12 to be duly executed as of the date and year first above written.

“AUTHORITY”

ATTEST:

GREATER ORLANDO AVIATION AUTHORITY

Assistant Secretary

By: _____
Chief Executive Officer

[Official Seal]

“CONTRACTOR”

ATTEST:

PASSUR AEROSPACE, INC

Greg Donovan Digitally signed by Greg Donovan
Date: 2022.05.18 15:14:45 -04'00'

Secretary

By: Douglas Hofsass

Its: SVP - Global Airports

[CORPORATE SEAL]

Douglas Hofsass

Print or Type Name and Title

Approved as to Form and Legality
this 27 day of June, 2022
Nelson Mullins Riley & Scarborough, LLP
By: [Signature]
Greater Orlando Aviation Authority

ATTACHMENT "A-12"

16th RENEWAL OPTION PRICING

ITEM NO.	PRODUCT	MONTHLY SUBSCRIPTION PRICE
1.	PASSUR Portal™ and PASSUR Web Tracker without surface Tracking (Up to 5 Users)	\$541.00
2.	PASSUR Pulse™ Revenue Module	\$2,540.00
3.	Invoice/Billing Module	\$2,228.00
4.	Premium tail number look-up Commercial & Corporate	\$557.00
5.	RightETA feed for FIDS	\$1,622.00
6.	PASSUR Mode S	No Charge
	Monthly Total:	\$7,488.00

ESTIMATED YEARLY TOTAL: \$89,856.00