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2015-0134

PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

1. PREAMBLE

1.1. Addresses of the Parties

1. THIS PROFESSIONAL SERVICES AGREEMENT FOR NOISE OPERATIONS AND MONITORING SYSTEM, AIRPORT OPERATIONS MANAGEMENT, MAINTENANCE AND SUPPORT AGREEMENT ("Agreement") is made on the Countersignature Date between the CITY OF HOUSTON, TEXAS ("City"), a Texas home-rule city, and EXELIS, INC. ("Consultant"), a corporation authorized to do business in Texas.
2. The initial addresses of the Parties, which one Party may change by giving written notice to the other Party, are as follows:

City

City of Houston
Director, Houston Airport System
or Designee
P.O. Box 60106
Houston, Texas 77205-0106

Consultant

Exelis, Inc.
Information Systems Division
12930 Worldgate Drive
Herndon, VA 20170

3. The Parties agree as follows:

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1.2. Table of Contents

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- A Scope of Services and Fee Schedule
- B Equal Employment Opportunity
- C Drug Policy Compliance Agreement
- D Drug Policy Compliance Declaration
- E Consultant's Certification of No Safety Impact Positions

1.3. Parts Incorporated

The above described sections and exhibits are incorporated into this Agreement.

1.4. Controlling Parts

If a conflict among the sections or exhibits arises, the sections control over the exhibits.

[Signature page follows.]

1.5. Signatures

The Parties have executed this Agreement in multiple copies, each of which is an original.

ATTEST/SEAL (if a corporation):
WITNESS (if not corporation):

By: Jennifer Nicole Seed
Name: Jennifer Nicole Seed
Title: Notary Public Commonwealth of VA



ATTEST/SEAL:

Mark Russell
City Secretary

CONSULTANT:
Exelis, Inc.

By: Joseph Seseau
Name: JOSEPH SESEAU
Title: Sr. Contracts Manager
Federal Tax ID No.: 45-2083813

CITY:
CITY OF HOUSTON, TEXAS

Amanda D. Parker
Amanda Washington
Mayor

APPROVED:

[Signature]
for Director, Houston Airport System

COUNTERSIGNED:

Ronald C. [Signature]
City Controller
Date Countersigned: 2-25-15

APPROVED AS TO FORM:

[Signature]
Senior Assistant City Attorney
L.D. File No.: 0044400039001

[Signature]

2. DEFINITIONS

In addition to the words and terms defined elsewhere in this Agreement, the following terms have the meanings set out below:

1. "Agreement" means this contract between the Parties, including all exhibits and any written amendments authorized by City Council and Consultant.
2. "City Attorney" means the City Attorney of the City or any person designated by the City Attorney to perform one or more of the duties of the City Attorney under this Agreement.
3. "City" is defined in the preamble of this Agreement and includes its successors and assigns.
4. "Consultant" is defined in the preamble of this Agreement and includes its successors and assigns.
5. "Countersignature Date" means the date the City Controller countersigns this Agreement.
6. "Day(s)" or "day(s)" means City business days, unless otherwise defined in this Agreement.
7. "Deliverables" means written reports on services performed by Consultant under this Agreement and as set out in Exhibit A.
8. "Director" means the Director of the Houston Airport System, or any person designated by the Director to perform one or more of the Director's duties under this Agreement.
9. "Documents" means reports, charts, analyses, maps, letters, tabulations, exhibits, notes, computer programs, operating manuals, models, photographs, specifications, the original tracings of all drawings and plans, and other work products obtained by or prepared by the Consultant pursuant to a Notice to Proceed issued in accordance with this Agreement.
10. "FAA" means the Federal Aviation Administration as presently constituted as a division of the United States Department of Transportation or its successor agency or agencies.
11. "HAS" means the Houston Airport System.
12. "Include" and "including", and words of similar import, shall be deemed to be followed by the words "without limitation".
13. "Notice to Proceed" means a written communication from the Director to Consultant instructing Consultant to begin performance.
14. "Parties" mean all the entities set out in the Preamble who are bound by this Agreement.
15. "TSA" means the Transportation Security Administration as presently constituted as a division of the United States Department of Transportation or its successor agency or agencies.

16. "Writing" or "written" shall mean a written communication from one party to the other, including an electronic communication or e-mail.

3. DUTIES OF CONSULTANT

3.1. Scope of Services

In consideration of the payments specified in this Agreement, Consultant shall provide all services as set forth in Exhibit A.

3.2. Reports

Consultant shall submit all reports and progress updates required by the Director and as may be required in Exhibit A.

3.3. Payment of Subconsultants

Consultant shall make timely payments to all persons and entities that Consultant has hired to supply labor, materials, or equipment for the performance of this Agreement. **CONSULTANT SHALL DEFEND AND INDEMNIFY THE CITY FROM ANY CLAIMS OR LIABILITY ARISING OUT OF CONSULTANT'S FAILURE TO MAKE THESE PAYMENTS.** Consultant shall submit disputes relating to payment of MWBE subconsultants, if any, to mediation in the same manner as any other disputes under the MWBE subcontract, if any, if directed to do so by the Director of the Office of Business Opportunity.

3.4. Use of Work Products

1. Consultant conveys and assigns to the City its entire interest and full ownership worldwide in and to any work, invention, and all Documents, and the copyrights, patents, trademarks, trade secrets, and any other proprietary rights therein (collectively "Proprietary Rights") that Consultant, its agents, employees, Consultants, and subconsultants (collectively "Authors") develop, write, or produce under this Agreement (collectively "Works").
2. The Authors shall not claim or exercise any Proprietary Rights related to the Works. If requested by the Director, Consultant shall place a conspicuous notation on any Works which states that the City owns the Proprietary Rights.
3. Consultant shall execute all documents required by the Director to further evidence this assignment and ownership. Consultant shall cooperate with the City in registering, creating, and enforcing Proprietary Rights arising under this Agreement. If Consultant's assistance is requested and rendered under this Section, the City shall reimburse Consultant for all out-of-pocket expenses it incurs in rendering assistance, subject to the availability of funds. On termination of this Agreement, or if requested by the Director, Consultant shall deliver all Works to the City. Consultant shall obtain written agreements from the Authors that bind the Authors to the terms in this Section.
4. All Works developed, written, or produced under this Agreement for use as a contribution to a collective work; a part of a motion picture or other audiovisual work; a

translation; a supplementary work; a compilation; an instructional text; a test; answer material for a test; or an atlas, are "works made for hire" under 17 U.S.C. §§101 and 201, as amended.

5. Consultant may retain copies of the Works for its archives. Consultant shall not otherwise use, sell, license, or market the Works.
6. Notwithstanding any provision to the contrary contained in this Agreement, Consultant shall retain sole ownership to its preexisting information including but not limited to computer programs, software, standard details, figures, templates and specifications.
7. Any reuse of the documents prepared by Consultant under this Agreement for other than their specific intended purpose will be at the sole risk of the user and without liability to the Consultant.

3.5. Confidentiality

1. All reports, information, data or other documents given to, prepared by or assembled by Consultant or its subconsultants arising out of the work performed under this Agreement are the exclusive property of the City and will be kept confidential and may not be made available to any individual or organization by the Consultant or its subconsultants without the prior written approval of the Director, provided, however, that these provisions shall not apply to data that is in the public domain; was previously known to Consultant; or was independently acquired by the Consultant from third parties who are under no obligation to the City to keep the data and information confidential. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of Consultant, nor shall they be interpreted in any way to restrict Consultant from complying with a legally enforceable court order to provide information or data; provided Consultant shall immediately give the City notice of the court order to permit City the opportunity to determine whether a protective order will be filed. This restriction includes, but is not limited to, press releases, presentations, promotional materials and other public disclosures.
2. Except as provided in the preceding paragraph, Consultant shall keep confidential, and shall require its employees, agents, subordinates, and subconsultants to keep confidential all information disclosed by the HAS or its consultants to the Consultant or developed by the Consultant or the Consultant's employees, agents, subordinates, or subconsultants in the performance of services hereunder.

3.6. RELEASE

CONSULTANT AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE, AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

3.7. INDEMNIFICATION – PATENT, COPYRIGHT, TRADEMARK, AND TRADE SECRET

INFRINGEMENT

1. CONSULTANT AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONSULTANT FURNISHES DURING THE TERM OF THIS AGREEMENT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. CONSULTANT SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED.
2. CONSULTANT SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS WITHOUT THE CITY'S PRIOR WRITTEN CONSENT.
3. WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONSULTANT SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR THE CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS OR, (2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS. IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND CONSULTANT SHALL REFUND THE PURCHASE PRICE.

3.8. SUBCONSULTANT'S INDEMNIFICATION

CONSULTANT SHALL REQUIRE ALL OF ITS SUBCONSULTANTS (AND THEIR SUBCONSULTANTS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

3.9. INDEMNIFICATION PROCEDURES

1. Notice of Claims. If the City or Consultant receives notice of any claim or circumstances, which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:
 1. a description of the indemnification event in reasonable detail, and
 2. the basis on which indemnification may be due, and
 3. the anticipated amount of the indemnified loss.

This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that Consultant is prejudiced, suffers loss, or incurs expense because of the delay. If Consultant does not provide this notice within the 10-day period, it does not waive any right to indemnification except to the

extent that City is prejudiced, suffers loss or incurs expenses because of the delay.

2. Defense of Claims.

1. Assumption of Defense. Consultant may assume the defense of the claim at its own expense. If Consultant assumes the defense of the claim, Consultant shall then control the defense and any negotiations to settle the claim. Consultant shall notify the City of any and all offers to settle the claim.
2. Continued Participation. If Consultant elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Consultant may settle the claim without the consent or agreement of the City, unless it (1) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (2) would require the City to pay amounts that Consultant does not fund in full, or (3) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

3.10. Insurance

1. Consultant shall maintain in effect certain insurance coverage, which is described as follows:

<u>Coverage</u>	<u>Limit of Liability</u>
Workers' Compensation	Statutory for Workers' Compensation
Employer's Liability	Bodily Injury by Accident \$1,000,000 (each accident) Bodily Injury by Disease \$1,000,000 (policy limit) Bodily Injury by Disease \$1,000,000 (each employee)
Commercial General Liability: Including Contractual Liability, Bodily and Personal Injury, Property Damage, Products and Completed Operations Coverage (for two years following completion of the work under this Agreement)	Combined single limit of \$500,000 (each occurrence), aggregate of \$1,000,000; Products and Completed Operations: \$1,000,000 aggregate.
Automobile Liability (for vehicles Consultant uses in performing under this Agreement, including Employer's Non-Owned and Hired Auto Coverage)	\$1,000,000 combined single limit per occurrence

Aggregate Limits are per 12-month policy period unless otherwise indicated.

2. Form of Policies. The Director may approve the form of the insurance policies, but nothing the Director does or fails to do relieves Consultant from its duties to provide the required coverage under this Agreement. The Director's actions or inactions do not waive the City's rights under this Agreement.
3. Issuers of Policies. The issuer of any policy shall have a Certificate of Authority to transact insurance business in Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of *Best's Key Rating Guide, Property-Casualty United States*.
4. Insured Parties. Each policy, except those for Workers' Compensation and Employer's Liability, must name the City (and its officers, agents and employees) as Additional Insured parties on the original policy and all renewals or replacements.
5. Deductibles. Consultant shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents or employees.
6. Cancellation. CONSULTANT SHALL GIVE 30 DAYS' WRITTEN NOTICE TO THE DIRECTOR IF ANY OF ITS POLICIES WILL BE CANCELED, MATERIALLY CHANGED, OR NOT RENEWED. Within the 30-day period Consultant shall attain other suitable policies in lieu of those about to be cancelled, materially changed or not renewed so as to maintain in effect the required coverage. Consultant shall give written notice to the Director within five (5) days of the date upon which total claims by any party against Consultant reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.
7. Subrogation. Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents or employees.
8. Endorsement of Primary Insurance. Each policy, except Workers' Compensation, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.
9. Liability for Premium. Consultant shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.
10. Subconsultants. Consultant shall require all subconsultants to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount shall be commensurate with the amount of the subcontract, but in no case shall it be less than \$500,000 per occurrence. Consultant shall provide copies of such insurance certificates to the Director.
11. Delivery of Policies. On the effective date of this Agreement and upon written request of the Director at any time during the term of this Agreement, Consultant shall furnish the Director with certificates of insurance and required endorsements. If requested in writing by the Director, Consultant shall furnish the City with certified copies or duplicate

originals of Consultant's actual insurance policies. Failure of Consultant to provide certified copies, as requested, within 10 days after receipt of written notice from Director, may be deemed, in the Director's and/or City Attorney's discretion, to constitute a breach of this Agreement.

12. Other Insurance. If requested by the Director, Consultant shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Consultant's operations under this Agreement.
13. Consultant shall continuously and without interruption maintain in force the required insurance coverage specified in this Section. If Consultant does not comply with this requirement, the Director, at his or her sole discretion, may: (1) immediately suspend Consultant from any further performance under this Agreement and begin procedures to terminate for default, or (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Consultant under this Agreement.
14. The City shall never waive nor be estopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

3.11. Warranties

Consultant's performance shall conform to the professional standards prevailing in the United States with respect to the scope, quality, due diligence, and care of the services and products Consultant provides under this Agreement.

3.12. Licenses and Permits

Consultant shall obtain, maintain, and pay for all licenses, permits, and certificates including all professional licenses required by any statute, ordinance, rule, or regulation to perform work under this Agreement. Consultant shall promptly notify the Director of any suspension, revocation, or other detrimental action against its license(s).

3.13. Compliance with Laws

Consultant shall comply with all applicable state and federal laws and regulations and the City Charter and Code of Ordinances.

3.14. Compliance with Equal Opportunity Ordinance

Consultant shall comply with the City's Equal Employment Opportunity Ordinance as set out in Exhibit B.

3.15. Minority and Women Business Enterprises

1. It is the City's policy to ensure that Minority and Women Business Enterprises ("MWBEs") have the full opportunity to compete for and participate in City contracts. The objectives of Chapter 15, Article V of the City of Houston Code of Ordinances, relating to City-wide percentage goals for contracting with MWBEs, are incorporated into this Agreement.

2. Consultant shall make good faith efforts to award subcontracts in at least **0%** of the value of this Agreement to MWBEs. The City's policy does not require Consultant to in fact meet or exceed this goal, but it does require Consultant to objectively demonstrate that it has made good faith efforts to do so. To this end, Consultant shall maintain records showing:
 1. subcontracts and supply agreements with Minority Business Enterprises,
 2. subcontracts and supply agreements with Women's Business Enterprises, and
 3. specific efforts to identify and award subcontracts and supply agreements to MWBEs.
3. Consultant shall submit periodic reports of its efforts under this section to the City Office of Business Opportunity Director in the form and at the times he or she prescribes.
4. Consultant shall require written subcontracts with all MWBE subconsultants and suppliers and shall submit all disputes with or among MWBE subconsultants to mediation in Houston, Texas, if directed to do so by the City Office of Business Opportunity Director.

3.16. Drug Abuse Detection and Deterrence

1. It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by Consultants while on City Premises is prohibited. Consultant shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Consultants, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.
2. Before the City signs this Agreement, Consultant shall file with the City Contract Compliance Officer for Drug Testing ("CCODT"):
 1. a copy of its drug-free workplace policy,
 2. the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit C, together with a written designation of all safety impact positions and,
 3. if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit E.

If Consultant files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every six months during the performance of this Agreement (or on completion of this Agreement if performance is less than 6 months), a Drug Policy Compliance Declaration in a form substantially similar to Exhibit D. Consultant shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed or, if no Notice to Proceed is issued, on the first day Consultant begins work under this Agreement.

3. Consultant also shall file updated designations of safety impact positions with the

CCODT if additional safety impact positions are added to Consultant's employee work force.

4. Consultant shall require that its subconsultants comply with the Executive Order, and Consultant shall secure and maintain the required documents for City inspection.

3.17. Title VI Assurances

Consultant shall comply with applicable non-discrimination provisions required by the United States of America, including but not limited to the provisions of 49 CFR Part 21.

3.18. Airport Security

Consultant shall comply with all HAS, TSA, FAA and any other governmental agency security directives, rules and regulations. The FAA and/or the TSA may assess fines and/or penalties for Consultant's non-compliance with the provisions of 49 CFR 1540 and 1542, as amended from time to time, or by other agencies for noncompliance with laws or regulations applicable to Consultant's operations. Within 10 days of notification in writing, Consultant shall reimburse the City for any fine or penalty assessed against the City because of Consultant's non-compliance with 49 CFR 1540 and 1542 or other applicable laws or regulations.

3.19. Pay or Play

The requirements and terms of the City of Houston Pay or Play program, as set out in Executive Order No. 1-7, as revised from time to time are incorporated into this Agreement for all purposes. Consultant has reviewed Executive Order No. 1-7 and shall comply with its terms and conditions as they are set out at the time of City Council approval of this Agreement.

4. DUTIES OF THE CITY

4.1. Payment Terms

1. Basic Services. The City shall pay the lump sum fees in equal quarterly installments as set forth on page 4 of Exhibit A for the Basic Services Consultant renders under this Agreement. The City's obligation to pay Consultant for Basic Services performed must not exceed those amounts. The City will pay Consultant on the basis of quarterly invoices. Quarterly payments will be made in arrears, notwithstanding the obligation to pre-pay as set forth in Exhibit A.
2. Additional Services. If requested in writing by the Director, Consultant shall perform the Additional Services set out in Exhibit A, Appendix C. The City shall pay Consultant for these services as set forth in Appendix C
3. Expenses and Reimbursement.
 1. The City shall pay Consultant for reimbursable expenses on receipt of Consultant's itemized invoice.
 2. Consultant shall propose a maximum amount for each reimbursable expense at the time that services requiring such expenses are requested by the Director.

The Director must approve reimbursable expenses before Consultant incurs them. The compensation for reimbursable expenses shall never exceed this agreed-upon maximum amount. Reimbursable expenses are the actual expenditures Consultant and its subconsultants make while performing services for the project requested by the Director. They include travel costs outside the City and its extraterritorial jurisdiction (not to exceed the amounts established under the City's then-current travel reimbursement policy for its employees), if reasonably necessary to accomplish a task in connection with the project, plus living expenses in connection with out-of-town travel, long distance communications, and fees paid for securing approval of authorities having jurisdiction over the project.

4.2. Taxes

The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Consultant's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to Consultant if requested.

4.3. Method of Payment

1. The City shall pay Consultant on the basis of invoices submitted by Consultant and approved by the Director showing the Basic Services provided in the preceding quarter and the amount due to Consultant. The City shall make payments to Consultant at its address for notices within 30 days of receipt of an approved invoice.
2. If the Director disputes an invoice Consultant submits for any reason, including lack of supporting documentation (as may be required by the Director in his sole discretion), the Director shall temporarily delete the disputed item and pay the remainder of the invoice. The Director shall promptly notify Consultant of the dispute and request remedial action. After the dispute is settled, Consultant shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

4.4. Limit of Appropriation

1. The City's duty to pay money to Consultant under this Agreement is limited in its entirety by the provisions of this Section.
2. In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated \$367,955 for services under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:
 1. The City makes a Supplemental Allocation by issuing to Consultant a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS

By the signature below, the City Controller certifies that, upon the request of the responsible director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.

\$ _____.

2. The Original Allocation plus all supplemental allocations are the "Allocated Funds". The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Consultant must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Consultant's only remedy is suspension or termination of its performance under this Agreement, and it has no other remedy in law or in equity against the City and no right to damages of any kind.
3. City Council delegates to the Director the authority to approve up to \$1,613,915 in supplemental allocations without returning to Council.

4.5. Changes

1. At any time during the Agreement Term, the Director may issue a Change Order to increase or decrease the scope of services or change plans and specifications, as he or she may find necessary to accomplish the general purposes of this Agreement. Consultant shall furnish the services or deliverables in the Change Order in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the extra work. Any Change to the scope of activities identified in Exhibit A shall be mutually agreed to prior to the issuance of a Change Order. 2. The Director will issue the Change Order in substantially the following form:

CHANGE ORDER

TO: [Name of Consultant]
FROM: City of Houston, Texas (the "City")
DATE: [Date of Notice]
SUBJECT: Change Order under the Agreement between the City and [Name of Consultant] countersigned by the City Controller on [Date of countersignature of the Agreement]

Subject to all terms and conditions of the Agreement, the City requests that Consultant provide the following:

[Here describe the additions to or changes to the equipment or services and the Change Order Charges applicable to each.]

Signed:
[Signature of Director]



3. The Director may issue more than one Change Order, subject to the following limitations:
 1. Council expressly authorizes the Director to approve a Change Orders up to \$50,000. A Change Order of more than \$50,000 must be approved by the City Council.
 2. If a Change Order describes items that Consultant is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Consultant.
 3. The Total of all Change Orders issued under this Section may not increase the Original Agreement amount by more than 25%.
4. Whenever a Change Order is issued and executed by both Parties, Consultant shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Consultant shall complete the work within the time prescribed. If no time for completion is prescribed, Consultant shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Consultant is required to perform under this Agreement, Consultant may request a time extension for the completion of the work. The Director's decision regarding a time extension is final.
5. A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the Original Agreement, and is subject to the terms and conditions of the Original Agreement as if it had originally been a part of the Agreement.
6. Change Orders are subject to the Allocated Funds provisions of this Agreement.

5. TERM AND TERMINATION

5.1. Agreement Term

This Agreement is effective on the date of the Countersignature Date and expires three years thereafter unless sooner terminated according to the terms of this Agreement.

5.2. Option Years

If the Director, at his or her sole discretion, may extend the Agreement for up two additional years by exercising option year individually or both at the same time, upon thirty days advance written notice to the Consultant

5.3. Termination for Convenience by the City

1. The Director may terminate this Agreement at any time by giving sixty (60) days written notice to Consultant. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future.

2. On receiving the notice, Consultant shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Consultant shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Consultant for services actually performed, but not already paid for, in the same manner as prescribed in this Agreement unless the fees exceed the Allocated Funds remaining under this Agreement.
3. TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONSULTANT'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONSULTANT WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

5.4. Termination for Cause by the City

1. If Consultant defaults under this Agreement, the Director may either terminate this Agreement or allow Consultant to cure the default as provided below. The City's right to terminate this Agreement for Consultant's default is cumulative of all rights and remedies which exist now or in the future. Default by Consultant occurs if:
 1. Consultant fails to perform any of its material duties under this Agreement;
 2. Consultant becomes insolvent;
 3. all or a substantial part of Consultant's assets are assigned for the benefit of its creditors; or
 4. a receiver or trustee is appointed for Consultant.
2. If a default occurs, the Director may terminate its performance under this Agreement only if the Consultant defaults and fails to cure the default after receiving written notice ay, If a default occurs and City wishes to terminate the Agreement, then City must deliver a written notice to the Consultant describing the default and the proposed termination date. The date must be at least 30 days after the Consultant receives notice. City, at its sole option, may extend the proposed termination date to a later date. If the Consultant cures the default before the proposed termination date, then the proposed termination is ineffective. If the Consultant does not cure the default before the proposed termination date, then City may terminate Consultant's performance under this Agreement on the termination date
3. To effect final termination, the Director must notify Consultant in writing. After receiving the notice, Consultant shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

5.5. Termination for Cause by Consultant

Consultant may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and Consultant wishes to terminate the Agreement, then Consultant must deliver a written notice to

the Director describing the default and the proposed termination date. The date must be at least 30 days after the Director receives notice. Consultant, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then Consultant may terminate its performance under this Agreement on the termination date.

5.6. Removal of Consultant-Owned Equipment and Materials

Upon expiration, or termination of this Agreement, Consultant is permitted ten (10) days within which to remove Consultant-owned material and equipment from the City's premises. The City shall make such material and equipment readily available to Consultant. The time period may be extended upon approval by the Director. The City reserves the right to deny any extension of time.

6. MISCELLANEOUS PROVISIONS

6.1. Relationship of the Parties

Consultant shall perform its obligations under this Agreement as an independent contractor and not as an employee of the City.

6.2. Force Majeure

1. Timely performance by both parties is essential to this Agreement. However, neither party is liable for reasonable delays in performing its obligations under this Agreement to the extent the delay is caused by Force Majeure that directly impacts the City or Consultant. The event of Force Majeure may permit a reasonable delay in performance but does not excuse a party's obligations to complete performance under this Agreement. "Force Majeure" means: fires, interruption of utility services, epidemics in the City, floods, hurricanes, tornadoes, ice storms and other natural disasters, explosions, war, terrorist acts against the City or Consultant, riots, strikes, court orders, and the acts of superior governmental or military authority, and which the affected Party is unable to prevent by the exercise of reasonable diligence. The term does not include any changes in general economic conditions such as inflation; interest rates; economic downturn or other factors of general application; or an event that merely makes performance more difficult, expensive, or impractical. Force Majeure does not entitle Consultant to extra payment.
2. This relief is not applicable unless the affected Party does the following:
 1. uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure; and
 2. provides the other Party with prompt written notice of the cause and its anticipated effect.
3. The Director will review claims that a Force Majeure that directly impacts the City or Consultant has occurred and render a written decision within 14 days. The decision of the Director is final.

4. The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance is not a default or breach of this Agreement by the City.
5. If the Force Majeure continues for more than 30 days from the date performance is affected, the Director may terminate this Agreement by giving 7 days' written notice to Consultant. This termination is not a default or breach of this Agreement. CONSULTANT WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT UP TO THE TIME THE WORK IS HALTED DUE TO FORCE MAJEURE.

6.3. Severability

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either Party.

6.4. Entire Agreement

This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind, exist between the Parties regarding this Agreement.

6.5. Written Amendment

Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance adopted by the City Council) and Consultant. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

6.6. Applicable Laws

This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

6.7. Notices

All notices to either party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in Section I of this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

6.8. Captions

Captions contained in this Agreement are for reference only, and therefore have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section

in this Agreement.

6.9. Non-Waiver

1. If either Party fails to require the other to perform a term of this Agreement, that failure does not prevent the Party from later enforcing that term and all other terms. If either Party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.
2. An approval by the Director or by any other employee or agent of the City of any part of Consultant's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

6.10. Inspections and Audits

City representatives may perform, or have performed, (1) audits of Consultant's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Consultant shall keep its books and records available for this purpose for at least 4 years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

6.11. Enforcement

The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Consultant shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Consultant's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

6.12. Ambiguities

If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

6.13. Survival

Consultant shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including, but not limited to, the indemnity provisions.

6.14. Publicity

Consultant shall make no announcement or release of information concerning this Agreement unless the release has been submitted to and approved, in writing, by the Director.

6.15. Parties In Interest

This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Consultant only.

6.16. Successors and Assigns

This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets as set out in the following section. This Agreement does not create any personal liability on the part of any employee, officer, or agent of the City.

6.17. Business Structure and Assignments

1. Consultant shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the Director's prior written consent which consent shall not be unreasonably withheld. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest as described in Section 9.406 of the Texas Business & Commerce Code. In the case of such an assignment, Consultant shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.
2. Consultant shall not delegate any portion of its performance under this Agreement without the Director's prior written consent which consent shall not be unreasonably withheld.

6.18. Acceptance and Approvals

Any acceptance or approval by the City, or its agents or employees shall not constitute nor be deemed to be a release of the responsibility and liability of the Consultant, its employees, agents, subconsultants, or suppliers for the accuracy, competency, and completeness for any Documents prepared or services performed pursuant to the terms and conditions of this Agreement, nor shall acceptance or approval be deemed to be an assumption of such responsibility or liability by the City, or its agents and employees, for any defect, error or omission in any Documents prepared or services performed by the Consultant, its employees, agents, subconsultants or suppliers pursuant to this Agreement.

6.19. Remedies Cumulative

Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future consistent with this Agreement. Neither Party may terminate its duties under this Agreement except in accordance with its provisions.

6.20. CONSULTANT DEBT

IF CONSULTANT, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT CONSULTANT HAS INCURRED A DEBT, HE OR SHE SHALL IMMEDIATELY NOTIFY CONSULTANT IN WRITING. IF CONSULTANT DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FROM ANY PAYMENTS OWED TO CONSULTANT (IF ANY) UNDER THIS AGREEMENT, AND CONSULTANT WAIVES ANY RECOURSE THEREFOR.

EXHIBIT A
SCOPE OF SERVICES
HOUSTON AIRPORT SYSTEM
NOISE OPERATIONS AND MONITORING SYSTEM (NOMS), AIRPORT
OPERATIONS MANAGEMENT MAINTENANCE AND SUPPORT AGREEMENT
STATEMENT OF WORK
(SOW-0013-HAS-001)

I. INTRODUCTION

This document defines the Software, Licensing, Hosting, Support, Equipment Improvements, Additional Modules, Future Licensing Options and incidental tasks pertaining to the noise and operations management and airport operations management solutions supplied by Exelis Inc. (hereinafter referred to as 'Exelis') to Houston Airports System (hereinafter referred to as 'HAS'), who manages George Bush Intercontinental (IAH), William P. Hobby (HOU), and Ellington, (EFD) Airports.

The body of this Statement of Work addresses the Base Services for the existing software and hardware systems installed, outlined in Appendix A – Maintained Hardware, Software, and Services, as well as any of the additional modules that are selected, outlined in Appendix C. Additional work scope is addressed in the following appendices:

- Appendix A - Maintained Hardware, Software, and Services, attached hereto and incorporated by reference
- Appendix B - Equipment Improvements, attached hereto and incorporated by reference
- Appendix C – Pricing for Additional Licenses and NextGen Data, attached hereto and incorporated by reference
- Appendix D - OpsVue Software Description, attached hereto and incorporated by reference
- Appendix E – MobileVue Software Description, attached hereto and incorporated by reference
- Appendix F – Software License Agreement (SLA-0013-HAS-001) , attached hereto and incorporated by reference
- Appendix G – HAS NextGen Surveillance Data License Agreement attached hereto and incorporated by reference

II. BASE SERVICES - SOLUTION OVERVIEW

Symphony® EnvironmentalVue™/Contours

Exelis maintains the *Symphony® EnvironmentalVue™* software suite (previously *AirScene.com*), our professionally hosted solutions and related software and hardware. The software suite provided to HAS includes *EnvironmentalVue* Noise and Operations Monitoring System (NOMS), previously *AirScene.com* NOMS upgraded and rebranded as *EnvironmentalVue* and *Contours* under the *Symphony®* suite of solutions. The *FliteGraph* application has been

Houston Airport System *Symphony EnvironmentalVue, OpsVue and MobileVue* Maintenance, Hosting & Support Statement of Work Revised 11 October 2013 upgraded to a more enhanced version called "*EnvironmentalVue*" as well. The product names may be used interchangeably.

Raw data, in the form of noise statistics (via portable noise monitors manually) is gathered locally at each airport and sent via file transfer protocol (FTP) to Exelis' data center for processing, access, graphical presentation, and storage. *Symphony @ Contours™* is the most advanced noise modeling application in the industry and leverages the FAA Integrated Noise Model (INM) suite and is compatible with the FAA Aviation Environmental Design Tool (AEDT) when released. HAS staff can quickly generate daily, weekly, monthly, quarterly and annual noise *Contours*. *Contours* can be used to run individual *Contours* for each airport or combined, multiple airport contour models.

NextGen Surveillance Data

The Exelis NextGen data feed is derived from FAA ATC surveillance systems including ASDE-X data from HOU and IAH. This flight track configuration will provide the NOMS system with terminal surveillance over the HAS airspace. Surface surveillance for IAH and HOU is not included for use in *EnvironmentalVue* or *Contours* NOMS base system, but is made available in the *OpsVue* and *MobileVue*.

Symphony® OpsVue™

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

Symphony® MobileVue™

MobileVue provides real-time airport terminal area and surface situational awareness view on mobile devices. *MobileVue* leverages Exelis' NextGen data to display real-time airport maps with aircraft and surface vehicle movements. Refer to Appendix E for a more detailed description.

The services and cost schedules are either provided below or in their corresponding appendices:

Hardware:

- B&K Portable Noise Monitors (2) B&K 2250E

Software & Service:

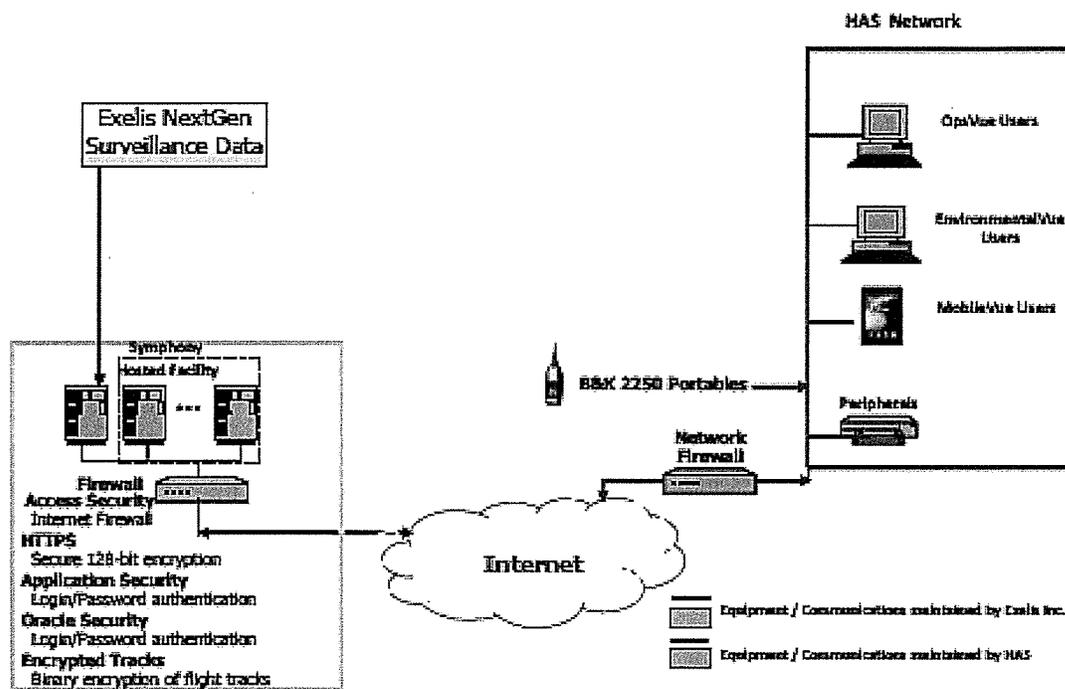
- *Symphony* Product Hosting and Support:
 - Software, Servers, Updates, Database Updates, Automatic Secure Backup
- Software includes:
 - Symphony EnvironmentalVue* ("*EnvironmentalVue*")
 - Symphony Contours* ("*Contours*")
 - Symphony OpsVue* ("*OpsVue*")
 - Symphony MobileVue* ("*MobileVue*")

Additional Services provided include:

- Aviation Week aircraft database
- Exelis NextGen Surveillance Data Source
- XML Data Feed with OAG (SSIM) for HAS AODB
- Telephone Support
- High availability website

See also Appendix A and Appendix F

Symphony Solution for the Houston Airport System



HAS will provide the network infrastructure and telecommunications service (as outlined) for the gathering and transfer of raw data from the NOMS system components (Workstations and noise data) to Exelis via the Internet.

Items covered under this agreement include the measures of success for raw data collection, daily data processing, system availability, and problem reporting and overall system management. The requirements of this agreement apply only to those functions over which Exelis has direct control.

Pricing & Specific Terms

HAS will receive a bundling discount on products and services as shown below.

Pricing REMAINS THE SAME.
Joe Sesebary
12-18-14

Core Licensing & Maintenance (Annual Fee)

Item & Period of Performance	Description	Amount (USD)
Annual Support Services For Symphony Solution - Pricing Breakout Year 1	One-Time Historical Data Acquisition Fee	\$50,000
	<i>EnvironmentalVue</i> NOMS Software Licensing	\$24,000
	<i>Contours</i> Software Licensing	\$30,000
	Five (5) <i>OpsVue</i> Software Licenses	\$80,000
	Twenty-six (26) <i>MobileVue</i> Software Licenses	\$39,000
	OpsVue Training (2 days)	\$9,000
	NextGen Surveillance Data Licensing	\$48,000
	Data Hosting & Storage	\$34,722
	2 BK2250E Portable Noise Monitors	\$4,313
	Noise Data FTP Transfer	\$2,300
	Customer Service Support	\$46,620
	Av. Week Data Subscription	\$0
	XML Data Feed with OAG (SSIM) for HAS AODB (starts year 2)	\$0
	YEAR 1 TOTAL	\$367,955

Three Year Fixed Firm Contract Pricing for Core Licensing & Maintenance, Plus Two Option Years	Annual Cost (USD)*
Base Year 1	\$367,955
Base Year 2	\$323,979
Base Year 3	\$333,699
Option Year 1	\$343,710
Option Year 2	\$354,021

* Invoiced and pre-paid quarterly

Payment terms for all items under this contract require payment within thirty (30) days of the invoice total amount. If full payment is not received within 60 days of the invoice date, Exelis reserves the right to restrict access to all software until account is current. HAS is solely responsible for payment if any applicable taxes resulting from HAS' acceptance of this Agreement and HAS' possession and use of the Software, except for taxes based on Exelis' income.

III. SERVICES PROVIDED

The Services described herein are for the web-based noise and operations monitoring system (NOMS), and airport operations monitoring systems (OpsVue and MobileVue) supplied as a managed solution by Exelis to HAS.

Exelis agrees to maintain and support the equipment and services listed in Appendix A - List of Maintained Equipment, Software and Services. Exelis' responsibility for maintenance will begin at 12:00 a.m. on the Maintenance Start Date. Exelis' responsibility for the maintenance will end at 11:59:59 p.m. on the Maintenance End Date (three years after the Start Date), unless HAS selects additional option years, in which case maintenance will end according to the schedule outlined in I. INTRODUCTION under the "Pricing & Specific Terms" section.

IV. SERVICE RESPONSE GOALS

The table below describes the service response goals for system faults or system upgrades. Actual response times may vary depending on the specific details of the problem and significant deviations will be communicated to the client. Service Response Goals do not apply to hardware, software and services not maintained by Exelis. See appendix A for a complete list of maintained hardware, software and services.

The fault level is associated with a field in the *Symphony* Trouble Tracking System (TTS) that allows a specific fault level to be associated with the problem being reported. The default setting in the TTS is Level 3 and will be changed if needed. Once a client enters a trouble ticket into the TTS, or once a client calls or e-mails Exelis support staff to report an issue and the staff member creates a trouble ticket, Exelis verifies or determines the fault level of the issue. This additional information will enable the customer and the customer support group to track severity of, the status of resolution efforts and the associated response time.

(See table entitled 'Service Response Goals' on the following page)

Service Response Goals				
Fault Level	Description of Fault	Examples	Response Goals	SRC
Level 1	Fault resulting in or Causing loss or Corruption of data	Examples of Level 1 faults include complete failure of data collection devices, servers, etc. which prohibit the ability to collect required data for use, or corruption of such data.	Response within 5 business hours; Remediation plan communicated to HAS within 1 working day; data capture effected within 3 working days; return to service within 5 working days	95%
Level 2	System/data not accessible but data still being stored	Examples of Level 2 faults include website or application inaccessibility, but data continues to be collected and stored.	Response confirming data still being collected within 1 working day; response providing corrective action plan within 2 working days; return to service within 5 working days	90%
Level 3	Loss of functionality	Examples of Level 3 faults include major losses of functionality or modules which are usually present, with no available workaround, such as loss of report generating functionality.	Response providing corrective action plan within 2 working days; return to service within 5 working days	90%
Level 4	Minor faults that do not affect day to day use of the system	Examples of Level 4 faults include minor items which do not prohibit use of the system or obtain intended utility of the system as a whole, either with or without a workaround.	Level 4 issues are collected from all clients and prioritized for completion or correction in subsequent releases. Clients will be notified via the ATTS system when scheduled for inclusion in an upcoming release, and the ticket will remain open until corrected in the scheduled release.	100%
Programmed Release/ Planned Msintenance	Programmed releases to fix minor faults and also planned msintenance of noise monitors		To be completed within a maximum slippage of 20% of agreed time scale	100%

General Support	Response to contacts via ATTS or Toll-free Helpdesk		Response in two working days	100%
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V. RAW DATA COLLECTION OBJECTIVES

The system utilizes data from a variety of data sources, outlined below. Data is continually monitored to minimize data loss. Exelis will setup an automated e-mail to be sent to a HAS e-mail address of their choice alerting when ASDE-X data is unavailable in Exelis' NextGen surveillance data. Daily statistics of available flight track and noise data will be made available to the *Symphony* user for annual review.

The following outlines performance goals by data type. For statistical purposes, Exelis does not warrant the automatic nightly or real-time download percentages from any subsystem failure beyond Exelis' control as outlined in section XIV. Periods where this is the case will not be included in the performance computations. The following outlines the goals for the supported data capture systems as applicable.

a) Flight Track Capture

Exelis NextGen Surveillance Data

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

b) Noise Data Capture

Noise data is manually uploaded by HAS staff from portable noise monitors to the data center. Exelis expects a 95% successful upload of the noise data when provided by Airport staff. Airport staff must contact Exelis Support when uploading of data to ensure coordination of the upload via the *Symphony* Support hotline (877.448.2647) a minimum of 2 hours before attempting an upload.

c) Aviation Week Data Subscription

Data from Aviation Week will be received and processed by the *EnvironmentalVue* system on a nightly basis. This data consists of the following elements;

- Mode-S ID
- Tail No (REG No)
- NUM_ENG
- Aircraft Noise Class
- Equipment Category
- Equipment Model
- Equipment Group
- Age of Aircraft
- Mode-S to Tail Number database

This data will be available for flights where sufficient data is available to make a positive match against the Aviation Week database. Exelis expects a 95% per year, capture of Aviation Week Data, reliant on the availability of the data source, (measured annually).

d) Daily Data Processing

Data is transferred to Exelis' hosting facility. The objective for this data processing is 99% (measured annually). There, the data is processed from raw data into correlated information and subsequently stored in the *EnvironmentalVue* database where it is available for customer use.

VI. COMMUNICATIONS

HAS is responsible for communications equipment within the HAS infrastructure, as outlined in the system architecture. Network connections should provide adequate download/upload bandwidth. Communication-related outages outside of Exelis' control will not be considered in the computation of the performance metrics.

VII. USER INTERFACE AVAILABILITY

This item is measured by the presence of the *EnvironmentalVue* web site, application, and supporting Oracle database for use by HAS noise personnel. The system will be available over 99% of the time for customer utilization. Exelis will work with the customer to notify and address system maintenance and upgrades. Scheduled backups and data processing occur during off-hours to minimize the impact of *EnvironmentalVue* system's response time.

VIII. PROBLEM REPORTING

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

Exelis also provides a user hot-line support number at (877) 448-2647, answered between the hours of 08:00 to 18:00 Eastern Standard Time, Monday through Friday. Calls to this hot-line are entered into the Trouble Tracking System for monitoring and reporting.

Issues reported outside of normal business hours (08:00 to 18:00 Eastern Standard Time, Monday through Friday) will be considered entered at 08:00 the next business day.

Users may also contact support members directly through a chat function which is embedded into the *EnvironmentalVue* application and website.

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

IX. SOFTWARE UPDATES

EnvironmentalVue, OpsVue and MobileVue software updates will be handled via change control procedures at Exelis. Prior to release of the change package, testing will be conducted at Exelis in an environment designed to support the customer site implementation. This includes all central site software, client software and certain data collection interfaces.

X. SYSTEM STATUS

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

XI. SYSTEM ADMINISTRATION AND MANAGEMENT

a) Database Administration

Database administration will be performed by Exelis. Access to the database, for maintenance purposes, is by authorized Exelis personnel only using Username and Password protection.

b) Security and Accounts Management

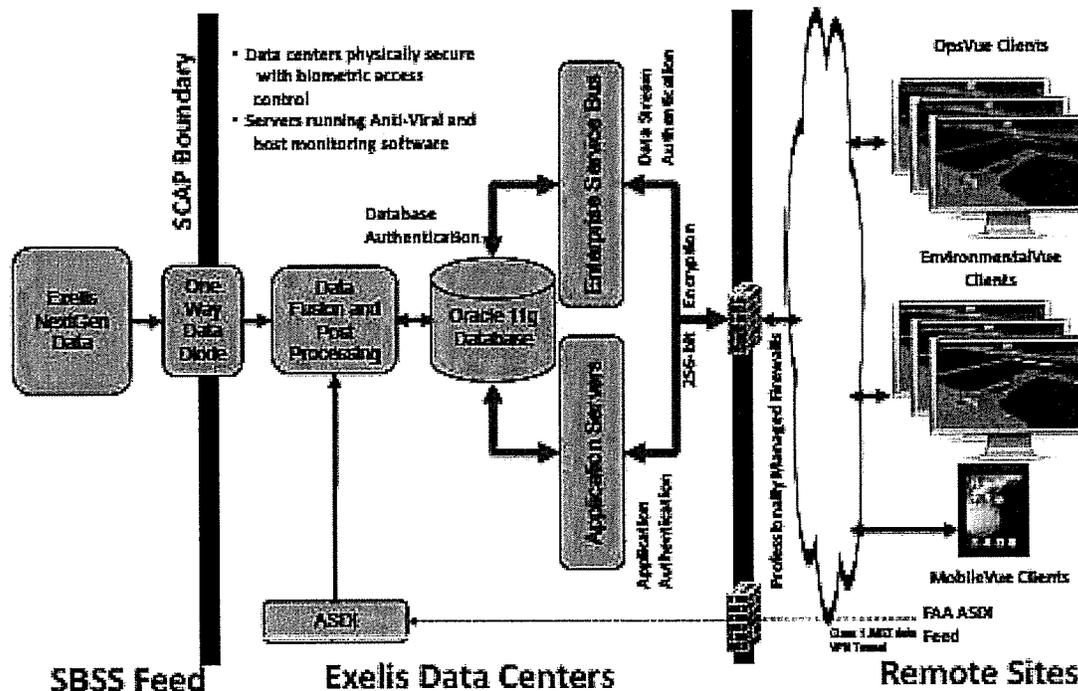
EnvironmentalVue user login accounts are managed by HAS designated "Power Users". An *EnvironmentalVue* web module, available only to Power Users, allows

for the addition, modification or deletion of a particular HIAS user. User login modifications allow the Power User to restrict a given user to a set of *EnvironmentalVue* tools.

OpsVue and *MobileVue* user login accounts are managed by Exelis.

All *EnvironmentalVue, OpsVue* and *MobileVue* web data traffic is encrypted using 128-bit SSL server certificate technology. Beginning with a SSL encrypted channel, *Symphony*® hosted solutions provides five levels of security to protect flight track data. These include browser SSL, Cisco Internet Firewall, Application Login, Oracle Security, Linux operating systems, and encrypted flight track data as shown below:

Symphony System Security Architecture



Exelis will ensure the confidentiality of the data and will not release data to a third party without written consent from the HAS Noise staff.

c) Configuration Management

System configuration management is the responsibility of Exelis.

d) Software Management

Exelis, as the service provider, is solely responsible for the management of all software. See also the Software Licensing Agreement (Appendix F).

e) PC Support and Configuration

HAS is responsible for the computer and mobile device support and configuration of those workstations with access to *EnvironmentalVue, OpsVue and MobileVue*. This will include maintaining the Internet browser, installing/re-installing versions of the Exelis software product, *FliteGraph*, and installing/re-installing versions of the required internet browser ActiveX controls like ChartFX and Crystal reports. Periodic releases of *FliteGraph* are available on the *EnvironmentalVue* web site for immediate download and installation. 3rd party ActiveX controls are also available online for downloading.

Note: Both the upgraded version of *FliteGraph*, "*EnvironmentalVue*" and *OpsVue* require a higher performing workstation than *FliteGraph*. The minimum system requirements are outlined below. The legacy version of *FliteGraph* will no longer be available after May 2014.

Minimum and suggested system requirements are as follows:

Minimal Configuration	
Operating System	Windows XP 32 bit or later OS
Hardware	<ul style="list-style-type: none"> • X86, 2.4 GHz dual-core microprocessor • 3.5 GB's of available system memory • 512 MB's on card graphics memory • Mouse of similar pointing device • 1024 x 768 display resolution
Browser	Internet Explorer version 8 or higher

Suggested Configuration	
Operating System	Windows 7 64 bit or later OS
Hardware	<ul style="list-style-type: none"> • X86, 2.4 GHz quad-core microprocessor • 4 GB's of available system memory • 1GB's on card graphics memory • Mouse of similar pointing device • Dual 1920x1200 monitor displays
Browser	Internet Explorer 64-Bit Edition version 8 or higher (Note: You must download and install 64-bit Java when using a 64-Bit Browser, and the application must be launched from IE 64 to run in 64 bit mode)

f) Application System Administration

Exelis is solely responsible for all application software.

g) Problem Management

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

- h) **HAS LAN/WAN Management**
HAS is responsible for providing the client workstations with high-speed Internet connectivity to *EnvironmentalVue*.
- i) **Change Management**
Updates to *EnvironmentalVue, OpsVue and MobileVue* software will be handled by Exelis under the Exelis software process. *EnvironmentalVue and OpsVue* use a Java-based application. Software updates include releases and bug fixes; will occur seamlessly upon user login-in. New features will be conveyed via email, *Symphony* portal and webinar sessions provided to all users.
- j) **Capacity Planning/Performance Management**
Exelis is responsible for all capacity and performance management for the servers in our hosting facility.
- k) **Backups and Archiving**
The *EnvironmentalVue* raw data files are backed up daily in a datacenter and are cycled on a weekly basis to an offsite location. A backup database provides additional redundancy.

HAS may elect to work with Exelis to maintain local data archives. Data archiving will be performed on a Time and Materials basis and is not included in the base price or scope of this agreement.

XII. HARDWARE MAINTENANCE

Exelis will provide all parts and labor necessary to keep the Exelis Maintained Equipment (Appendix A) in good operating condition. Replacement parts will be new or reconditioned parts that meet the original functional requirements and, upon installation, become the property of HAS. Replaced parts removed from the maintained equipment will be the property of Exelis. Exelis may elect to subcontract maintenance services from qualified third-party service vendors for certain Exelis Maintained Equipment. Portable Noise Monitor maintenance will be provided by "mail-in" support (no on-site services). HAS is responsible for shipping costs to Exelis.

XIII. MAINTENANCE PROCEDURES AND DIAGNOSTIC CONSULTATIONS

The following procedures will be used by HAS personnel to obtain support and service for Exelis Maintained Equipment:

- a) Entering a Trouble Report using the Internet web site at <https://secure.SymphonyCDM.com/support/>
- b) Telephoning the Maintenance Hotline at (877)-448-2647 and speaking with a customer service representative.

- c) Initiating a chat session through the *EnvironmentalVue* or *OpsVue* applications or website
- d) Submitting an email to SymphonySupport@exelisinc.com

Exelis' response goals for support are listed in section IV. Service Response Goals. Exelis directed operator maintenance activities would begin within eight (8) Business Hours of receipt of the Trouble Report either by phone or by entry into the TTS.

HAS personnel will perform reasonable operator level maintenance activities under the direction of Exelis maintenance personnel. Such activities include verification that power and communications are in good working order, as well as re-booting servers upon request.

If the malfunction cannot be resolved by the procedures listed above, Exelis will service the hardware through mail-in maintenance.

XIV. CUSTOMER RESPONSIBILITIES

HAS is responsible for the following:

- a) Maintaining a staff that has received adequate training in operating noise monitoring equipment and has the skills required to perform operator level maintenance including the removal and replacement of *EnvironmentalVue* NOMS equipment, including but not limited to computer hardware and peripherals, under the direction of Exelis maintenance personnel. Note that changes in Noise Office staff may require training for new personnel. Exelis will supply such training at its then existing rates for such services.
- b) Maintaining a log-in account on the system for use by Exelis to allow remote access, through dial-up or Internet access with administrative privileges to the system for performing diagnostic and malfunction analysis and corrective actions.
- c) HAS staff shall monitor when a manual upload of NMT data is processed. In the event that such data is not imported correctly by the Exelis system, HAS staff will contact Exelis for support on the matter.
- d) Costs and management of communications (e.g., telephone, ISDN, DSL, wireless broadband) costs (if applicable) and contractual relationships for onsite equipment.
- e) Controlling system access, as *EnvironmentalVue*, *OpsVue* and *MobileVue* are proprietary applications.

XV. CHANGES IN EQUIPMENT AND SERVICES

The lists of Appendix A may be amended in the following ways:

- a) Additions – Items to be added to Appendix A must be approved by Exelis prior to inclusion on the list. The increase in monthly maintenance charges for added equipment will be determined by Exelis and communicated to HAS.
- b) Deletions – HAS may delete any item from Appendix A upon sixty (60) days written notice, provided that the remaining system meets necessary requirements for functionality and reliable operation. The decrease in monthly maintenance charges for deleted equipment will be determined by Exelis and communicated to HAS.

XVI. ITEMS EXCLUDED FROM MAINTENANCE

Problems experienced with items not maintained by Exelis, will be remedied on a time and materials basis if possible, and if mutually agreed upon. See appendix A for a complete list of maintained hardware, software and services. The following items are not included in Exelis supplied maintenance and support services:

- a) Replacement of consumable items such as magnetic media, printer and plotter paper, and inking cartridges for printers and plotters.
- b) Repair or replacement of equipment under maintenance damaged by vandalism, accident, fire, riot, civil disturbance or acts of war.
- c) Repair or replacement of equipment damaged by lightning strikes, flood, unusually severe weather or other acts of nature.
- d) Repair or replacement of equipment under maintenance damaged by modifications or adjustments made by HAS personnel and not authorized by Exelis or not performed under Exelis' supervision and direction.
- e) Repair or replacement of equipment under maintenance damaged by operation in an unsuitable environment such as inadequate air conditioning, humidity control, or faulty electric power.
- f) Repair or replacement of equipment under maintenance damaged by relocation of equipment not performed by Exelis or under Exelis' supervision and direction.
- g) Telephone lines or problems caused by faulty telephone lines or other communications infrastructure.
- h) Power lines or problems caused by faulty power lines.
- i) Equipment maintained by Exelis for which repair parts or services are currently unavailable or become unavailable during this Agreement term, which can no longer be adequately and reasonably maintained, and equipment that reaches End of Life (EOL) during the Term of this Agreement. Equipment for which parts and services are no longer available or which can no longer be maintained will be identified to HAS within 30 days of determining its status and a commercial-off-the-shelf equivalent will be identified for replacement, subject to HAS' concurrence.

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

- j) Repair or replacement of consumable items that are part of any item of MAINTAINED EQUIPMENT.
- k) Damage to MAINTAINED EQUIPMENT caused by leaking or corroded batteries.
- l) Paint or surface finishes of any item of MAINTAINED EQUIPMENT.
- m) Changes in FAA data formats.
- n) Laptop computers.
- o) Desktop computers.
- p) Digital Voice Recorders
- q) Data Acquisition Server

XVII. CONTACT INFORMATION

SUPPORT

Hot-Line:

(877) 448-2647

Symphony Trouble Tracking System:

<https://secure.SymphonyCDM.com/support/>

Email:

SymphonySupport@exelisinc.com

CONTRACTS

Sharon Goldin, Contracts Administration

Sharon.Goldin@exelisinc.com

(703) 473 5132

SALES

Christopher Zanardi, Director of Sales

Christopher.Zanardi@exelisinc.com

703.668.6572

SERVICE

Vince Corbisiero, Customer Relationship Manager Vincent.Corbisiero@exelisinc.com

(407) 366-1422

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Appendix A - BASE SERVICES - MAINTAINED HARDWARE, SOFTWARE AND SERVICES

Maintained Hardware

Qty	U/M	Description
2	Ea	Bruel & Kjaer 2250 portable sound level meters (mail-in support)

Also see the *Symphony* architecture on page 3.

Maintained EnvironmentalVue Software & Services

Software resides in Hosting Servers

Maintained Software	Maintained Services
<i>Symphony Software Suite</i> <i>EnvironmentalVue</i> <i>Contours</i> <i>OpsVue</i> <i>MobileVue</i>	<i>Symphony suite Database Hosting</i> <i>Maintenance of EnvironmentalVue Servers</i> <i>Automatic Secure Backups</i> <i>Telephone Support and High Availability Web Site</i> <i>Monitoring data transfer and processing</i> <i>Aviation Week Data Feed</i> <i>Exelis NextGen Surveillance Data Feed</i> <i>XML Data Feed with OAG (SSIM) for HAS AODB</i>

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Appendix B - EQUIPMENT IMPROVEMENTS

In order to meet both HAS' technical and financial needs, Exelis switched the surveillance feed used in *EnvironmentalVue* NOMS and *Contours* from Exelis' Multilateration system to Exelis' NextGen Surveillance Data Source. Exelis' NextGen surveillance data is a more complete, better quality, and more reliable data source. This is the same NextGen data that is delivered to the FAA, for Air Traffic Control (ATC) in the National Airspace System (NAS). Exelis' NextGen surveillance is a "multi-sensor based" solution that aggregates all available data sources, including;

- The FAA ASDE-X system
- FAA Terminal and En route Radar
- Exelis' National ADS-B System
- Flight Plan data

Exelis provides a fully integrated source of this surveillance into a commercial data feed for use within *EnvironmentalVue* NOMS, *Contours OpsVue* and *MobileVue*. Furthermore, as part of its "surveillance-as-a-service" contract with the FAA, we are the provider of ATC quality ADS-B data to the FAA; and the only integrator that can fuse these disparate sources of surveillance into one integrated feed, offering the most robust surveillance available.



Some benefits of the NextGen surveillance for *EnvironmentalVue* NOMS and *Contours* include:

- Multi-sensor surveillance, meaning that any one failure of an available surveillance sources does not mean a complete loss of data versus a Terminal Radar feed.
- Fused and geo-referenced surveillance, optimal for NOMS uses
- As more aircraft become ADS-B equipped, our surveillance fidelity increases. Exelis will complete the build-out (nation-wide) of nearly 700 Exelis-owned ground stations in early 2014.

Note: Exelis and HAS have jointly analyzed the NextGen data for Ellington Field (EFD) and determined that the NextGen data does not provide equivalent coverage for this airport. It has been deemed acceptable by HAS and commercially advantageous to continue with NextGen data, and Exelis will not be held responsible for this loss of quality at EFD.

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Pricing & Specific Terms

Exelis requires approximately 4 weeks to fully implement NextGen Surveillance Data into the *EnvironmentalVue* NOMS and *Contours* system. There are no additional setup fees for switching HAS to Exelis' NextGen Surveillance Data for *EnvironmentalVue* NOMS and *Contours*. Note the NextGen data is already integrated into *OpsVue* and *MobileVue*.

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Appendix C – PRICING FOR ADDITIONAL LICENSES AND NEXTGEN DATA

In addition to the base six (6) *OpsVue* and ten (10) *MobileVue* licenses being offered, Exelis is pleased to present pricing for additional licenses and NextGen Data. Additional licenses can be purchased at any time during the period of performance of this agreement through the execution of a mutually executed Agreement. All pricing below is listed for service commencing in 2013. Pricing for service commencing in 2014 or later will increase by three percent (3%) each contract year. License fees will begin upon delivery of user login credentials. License fees will be prorated based on the number of months remaining in the current billing cycle. These licenses can be used by HAS personnel, subcontractors and consultants, and airline personnel.

OpsVue User Licenses

Additional *OpsVue* Software license(s), along with the supporting terminal (ARSR and ASR) and surface data feeds (ASDE-X) for IAH and HOU airports are included in the pricing below.

Symphony OpsVue Annual Pricing for Additional Licenses

Annual Incremental Price Per License by Number of Additional Licenses			
1-4	5-14	15-44	45+
\$20,000	\$15,000	\$12,000	\$10,000

OpsVue Training (on-site)

On-site *OpsVue* optional training is offered at \$7,500 for the first day and an additional \$1,500 per subsequent day. Additional training days must occur immediately after the initial training day, as travel costs are included in our pricing. There is a limit of 10 students per day.

MobileVue User Licenses

Additional *MobileVue* annual software licenses may be purchased at the discounted price of \$1,500 per license, provided that HAS maintains at least four (4) paid licenses of *OpsVue*.

OpsVue and MobileVue Roadmap Enhancements

Exelis will continue to develop *OpsVue* and *MobileVue* Roadmap features, taking into consideration input from all customers, including HAS. Exelis retains full control over the Product Roadmap, and all Intellectual Property Rights. Suggested enhancements will be taken into consideration for future releases, but Exelis is under no obligation to implement specific requests from HAS. Due to the nature of software development, timelines are estimates only.

Pricing & Specific Terms

Payment terms for all items under this contract require payment within thirty (30) days of the invoice total amount. If full payment is not received within 60 days of the invoice date, Exelis reserves the right to restrict access to all software until account is current. HAS is solely responsible for payment if any applicable taxes resulting from HAS' acceptance of this Agreement and HAS' possession and use of the Software, except for taxes based on Exelis' income.

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Appendix D - OPSVUE SOFTWARE DESCRIPTION

AN INTEGRATED SUITE OF HIGH PERFORMANCE APPLICATIONS

Symphony® OpsVue is an integrated Collaborative Decision Making (CDM) platform to improve the business performance of airports, airlines, and aviation stakeholders by providing accurate, shared situational awareness among all users. Built upon a synthesis of air traffic control surveillance sources, *OpsVue* allows access to LIVE 24/7 rapid-update data that provides unprecedented gate-to-gate flight status information, enabling more effective decision-making and improved operations.

CURRENT FEATURES

Real-time shared situational awareness and data visualization

- High performance visualization engine provides real-time updates of critical operational elements
- 2D and 3D displays (including airframe and livery)
- Integrated with a robust nationwide surveillance feed and third party flight status information

Operational monitoring & alerting

- Dashboard for full overview of operations
- Filters data by flight number, airports
- Monitors and alerts for tarmac delays, geofencing and surface saturation (DOT compliance)
- Diversion alerting (for both HAS and HAS IROPS Diversion Airports)

Swim-ready service oriented architecture

- Built using a services oriented architecture
- Ability to subscribe to services such as weather

Centrally hosted and secure platform

- Protection of customer's proprietary data
- Applications hosted in a secure data warehouse

CURRENT BENEFITS

Operational monitoring & alerting

- Allows users to monitor airport traffic flows and processes
- Improves operations performance and punctuality
- Airport-Collaborative Decision Making (A-CDM)
- Provides all users with a common surveillance picture of their operations
- Increases speed and accuracy of decision making, especially during irregular operations

Robust security model

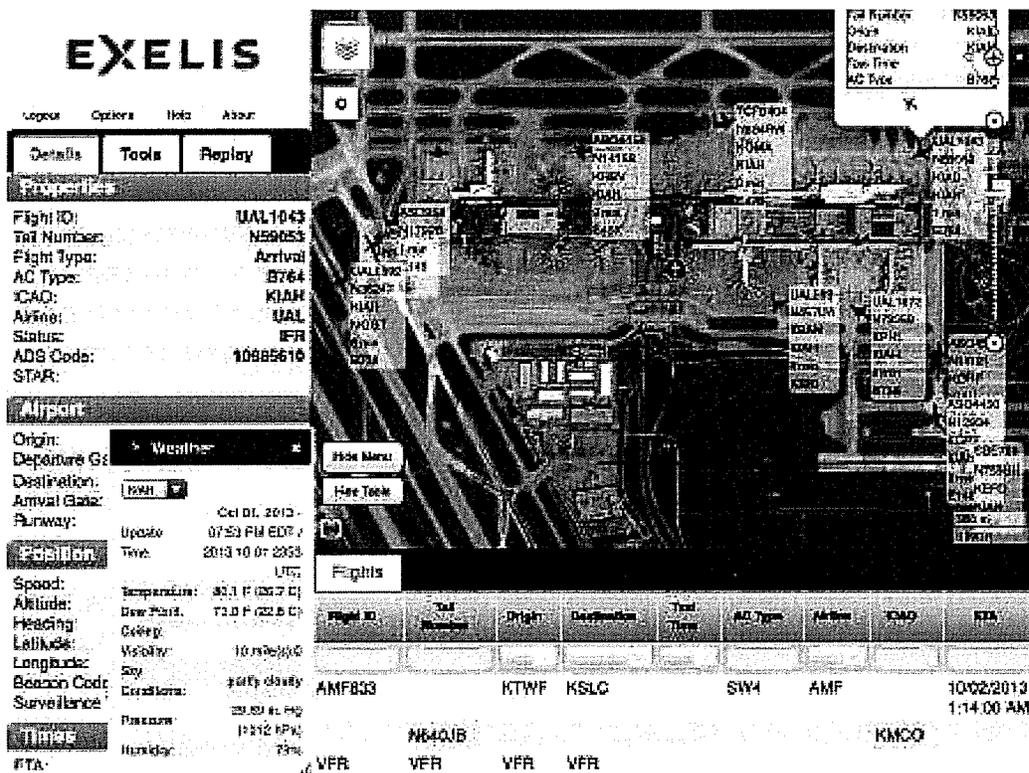
- Since CDM typically involves some degree of cooperation, *OpsVue's* underlying security model rigorously protects stakeholder's private data promoting more open involvement

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and improving the performance of the overall system, while enabling users to maximize their individual business objectives.

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 Appendix E - *MOBILEVUE* SOFTWARE DESCRIPTION

Symphony MobileVue is a situation awareness display system that displays real-time aircraft and vehicle surveillance data on a portable device.



MobileVue Display Screen of LAH

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

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

MOBILEVUE FEATURES

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

BENEFITS

- Easy to deploy and use
- Accessible via a Web-Browser and compatible with multiple systems (Apple iOS, Google Android and Windows)
- Provides real-time situation awareness for routine and irregular operations, emergency operations, aircraft and airfield maintenance activities, Part 139 inspection activities and airfield construction activities
- Low bandwidth requirements enable the use of existing Wi-Fi, 3G and 4G wireless communications

EXHIBIT B
EQUAL EMPLOYMENT OPPORTUNITY

1. The Consultant, subconsultant, vendor, supplier, or Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The Consultant, subconsultant, vendor, supplier, or Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Consultant, subconsultant, vendor, supplier or Consultant agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.
2. The Consultant, subconsultant, vendor, supplier, or Consultant states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.
3. The Consultant, subconsultant, vendor, supplier, or Consultant will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the Consultant's and subconsultant's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant, subconsultant, vendor, supplier, or Consultant will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Consultant Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.
5. The Consultant, subconsultant, vendor, supplier, or Consultant will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the Consultant, subconsultant, vendor, supplier, or Consultant.
6. In the event of the Consultant's, subconsultant's, vendor's, supplier's, or Consultant's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the Consultant, subconsultant, vendor, supplier, or Consultant may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may

otherwise be provided by law.

7. The Consultant shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. The Consultant will take such action with respect to any subconsultant or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with litigation with a subconsultant or vendor as a result of such direction by the contracting agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

8. The Consultant shall file and shall cause his or her subconsultants, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the Consultant and each subconsultant.

**EXHIBIT C
DRUG POLICY COMPLIANCE AGREEMENT**

I, _____ as an owner or officer of
(Name) (Print/Type) (Title)
Exelis, Inc. (Consultant)
(Name of Company)

have authority to bind Consultant with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Consultant is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Consultant that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Consultants (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Consultant that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

Date
Exelis, Inc
Consultant Name

Signature

Title

**EXHIBIT D
DRUG POLICY COMPLIANCE DECLARATION**

I, _____ as an owner or officer of
 (Name) (Print/Type) (Title)
 _____ (Consultant)
 Exelis, Inc. (Name of Company)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding 6 months from October 1, 2012 to March 31, 2013.

_____ A written Drug Free Workplace Policy has been implemented and employees
 Initials notified. The policy meets the criteria established by the Mayor's Amended Policy on
 Drug Detection and Deterrence (Mayor's Policy).

_____ Written drug testing procedures have been implemented in conformity with the
 Initials Mayor's Drug Detection and Deterrence Procedures for Consultants, Executive Order No.
 1-31. Employees have been notified of such procedures.

_____ Collection/testing has been conducted in compliance with federal Health and
 Initials Human Services (HHS) guidelines.

_____ Appropriate safety impact positions have been designated for employee
 Initials positions performing on the City of Houston contract. The number of employees in safety
 impact positions during this reporting period is _____.

_____ From _____ to _____ the following test has occurred:
 Initials (Start date) (End date)

	Random	Reasonable Suspicion	Post-Accident	Total
Number Employees Tested				
Number Employees Positive				
Percent Employees Positive				

_____ Any employee who tested positive was immediately removed from the City
 Initials worksite consistent with the Mayor's Policy and Executive Order No. 1-31.

_____ I affirm that falsification or failure to submit this declaration timely in
 Initials accordance with established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this
 declaration are within my personal knowledge and are true and correct.

 Date
 Exelis, Inc.
 Consultant Name

 Signature

 Title

**EXHIBIT E
CONSULTANT'S CERTIFICATION OF NO SAFETY IMPACT POSITIONS
IN PERFORMANCE OF A CITY CONTRACT**

I, _____
(Name - Print/Type) (Title)

as an owner or officer of Exelis, Inc.
(Consultant) have authority to bind the Consultant with respect to its bid, and I hereby certify that Consultant has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Consultant agrees and covenants that it shall immediately notify the City's Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

Date
Exelis, Inc.
Consultant Name

Signature

Title

**CONSULTANT'S CERTIFICATION OF NON-APPLICATION OF CITY OF HOUSTON DRUG
DETECTION AND DETERRENCE PROCEDURES FOR CONSULTANTS**

I, _____
(Name - Print/Type) (Title)

as an owner or officer of Exelis, Inc.
(Consultant) have authority to bind the Consultant with respect to its bid, and I hereby certify that Consultant has fewer than fifteen (15) employees during any 20-week period during a calendar year and also certify that Consultant has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Safety impact position means a Consultant's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.

Date
Exelis, Inc.
Consultant Name

Signature

Title