ASiX Live ATC Situational Display and VMAT Services Agreement

Contract detail	Project information
Airport legal entity	Truckee Tahoe Airport District (TTAD)
Airport name and identifier	Truckee Tahoe Airport / TRK (KTRK)
Contractor	Airport Systems Information Exchange, Inc. (ASiX)
Accepted Proposal	ATC Situational Display 2026 Proposal, dated September 10, 2026; accepted by execution of this Agreement and incorporated by reference.
Contract Price	Base term: $83,580.00; five years with both options: $148,096.00. Exclusions and annual amounts: Section 5.
Effective Date	The date of the last signature below.
Term	Base: October 1, 2026–September 30, 2029. Two automatic annual options through September 30, 2031; further years by mutual written agreement. See Section 1.

THIS PURCHASE AND SERVICES AGREEMENT (this “Agreement”) is entered into as of the Effective Date by and between Truckee Tahoe Airport District (“TTAD” or the “Airport”) and Airport Systems Information Exchange, Inc. (ASiX) (the “Contractor”). The Airport and Contractor may each be referred to as a “Party” and collectively as the “Parties.”

WHEREAS, the Airport desires to obtain the products and related services described in the Accepted Proposal; the Contractor has submitted the Accepted Proposal, which the Airport has accepted as the scope of work and pricing; and the Contractor desires to provide those products and services in accordance with this Agreement and the Accepted Proposal.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1 Term of Agreement

This Agreement takes effect on the date of the last signature. The three-year base service term is October 1, 2026 through September 30, 2029. The Agreement shall automatically renew for two successive one-year option terms, October 1, 2029 through September 30, 2030 and October 1, 2030 through September 30, 2031, at the prices in Section 5, unless either Party gives the other written notice of nonrenewal before the then-current term expires. No separate written option election is required, subject to applicable law and required Airport approvals. After September 30, 2031, further one-year option terms may be exercised by mutual written agreement signed by both Parties before the then-current term expires. Each such agreement shall specify the additional term, pricing and any changed scope or conditions. Obligations expressly surviving expiration remain effective.

2 Accepted Proposal and Scope of Work

The “Accepted Proposal” means ASiX’s ATC Situational Display 2026 Proposal for Truckee Tahoe Airport District, dated September 10, 2026, including its System Requirements Traceability Matrix. It is incorporated by reference as the scope, technical requirements, pricing assumptions and exclusions, subject to this Agreement. ASiX shall provide the browser-based, AWS-hosted ASiX Live supplemental situational-awareness environment for authorized Airport and ATC users; aircraft and equipped ground-vehicle presentation; maps, operational layers, filtering, display configuration, historical replay and administrative functions; two new ADS-B receivers; initial configuration, on-site training and transition support; and subscription, monitoring, maintenance and technical support described in the Accepted Proposal.

Both Parties shall retain an identical copy of the Accepted Proposal; no appendix is attached to this Agreement. The Airport’s RFP is incorporated only to the extent its requirements are expressly included in the Accepted Proposal or this Agreement. Future radio integrations, advanced alerts, analytics, AI-assisted functions and additional data-source integrations described as potential future capabilities are excluded unless expressly included in the agreed initial scope or a mutually signed task order or change order.

VMAT compliance and lifecycle services begin October 1, 2028 (Year 3), following the expected expiration of TTAD’s existing PASSUR support arrangement. Services include FAA/FCC coordination and reporting support, configuration and assignment records, monthly change reporting, support for acceptance testing after installations or material changes, one comprehensive on-site fleet inspection each service year, troubleshooting, maintenance assistance and replacement-hardware coordination. Existing equipped vehicles may be displayed in ASiX Live before Year 3; this does not accelerate the separately priced VMAT support program. A different incumbent expiration or transition date requires written adjustment of the service schedule and any affected fees. No new or replacement VMAT hardware is included in the scheduled fees.

The Airport may expand the work under this Agreement by requesting additional equipment, software capabilities, integrations, implementation, training, maintenance, support or other related services through mutually agreed written task orders. Each task order must be signed by both Parties in accordance with Section 6 and comply with applicable procurement requirements. The initial scope and Contract Price do not include task-order work unless expressly stated; each task order shall identify any adjustment to compensation and schedule.

3 Order of Precedence

If a conflict exists among the contract documents, the following order of precedence applies: (a) written amendments signed by both Parties; (b) this Agreement; (c) mutually signed task orders; and (d) the Accepted Proposal, including its attachments. A task order controls over this Agreement only to the extent it expressly identifies and modifies a provision as permitted by Section 6. A specific written exception in the Accepted Proposal controls only when this Agreement expressly recognizes that exception.

4 Delivery Installation and Coordination

ASiX shall furnish and configure two new ADS-B receivers, provide technical installation assistance, commissioning and end-to-end verification, and deploy the application independently of incumbent proprietary hardware, software and configuration information. TTAD personnel shall perform physical receiver installation and provide suitable power, network connectivity, mounting infrastructure, cabling, installation hardware, site access and reasonable cooperation. ASiX and TTAD shall finalize receiver sites based on access, connectivity, RF validation and operational requirements. The planned locations are the TRK operating environment and a geographically diverse site near the western edge of Lake Tahoe, provisionally the Tahoe City Golf Course helipad.

The Parties shall coordinate implementation milestones, training, acceptance and cutover in a written implementation schedule. The new environment shall operate in parallel with the incumbent system during acceptance; cutover follows successful verification, training and TTAD acceptance. The proposal's RF coverage figures are engineering estimates subject to final siting and field validation. Coverage priorities include the TRK surface and Class D environment, North Lake Tahoe regional visibility and useful coverage south across the basin at approximately 8,500 feet MSL and above, as described in the Accepted Proposal. Dates depend on timely site readiness, access, communications and Airport cooperation; material changes shall be addressed under Section 6.

5 Compensation and Payment

The base-term Contract Price is $83,580.00. If both option years are exercised, the aggregate five-year Contract Price is $148,096.00, exclusive of the expressly excluded costs below and approved changes. The following fixed annual dollar amounts reproduce the Accepted Proposal's Five-Year Cost Matrix and control over a general escalation formula. Subscription pricing reflects the proposal's stated 4% annual escalation and rounding; VMAT support remains $6,500.00 per year in Years 3–5 as expressly shown in that matrix. No additional 4% increase shall be applied to these scheduled amounts.

Service / cost (USD)	Year 1 Oct 2026– Sep 2027	Year 2 Oct 2027– Sep 2028	Year 3 Oct 2028– Sep 2029	Option 1 Oct 2029– Sep 2030	Option 2 Oct 2030– Sep 2031
ASiX Live subscription and support	22,450	23,348	24,282	25,253	26,263
ADS-B hardware (2 receivers)	3,500	—	—	—	—
On-site training / configuration	3,500	—	—	—	—
VMAT support / annual on-site inspection	—	—	6,500	6,500	6,500
Annual total	**29,450**	**23,348**	**30,782**	**31,753**	**32,763**

Recurring subscription and support fees shall be invoiced annually for the applicable service year. The $3,500.00 receiver charge and $3,500.00 on-site training/configuration charge are one-time Year 1 charges, invoiced upon delivery of the receivers and completion of the applicable training/configuration, respectively. Undisputed invoices are due within thirty (30) days after receipt. The Airport shall promptly identify disputed amounts and timely pay undisputed portions. Shipping and freight are excluded and shall be invoiced separately at actual cost. Applicable sales/use taxes are additional, subject to Section 13. Replacement VMAT hardware is excluded from recurring support and requires a separate quotation or itemized charge authorized by the Airport. Material changes to scope, site conditions, connectivity, insurance requirements or other pricing assumptions require a written change order under Section 6.

6 Changes to Scope

The Airport may expand or modify the work through mutually agreed written task orders signed by authorized representatives of both Parties. Each task order shall identify its scope, deliverables, price or pricing method, payment terms, schedule, responsibilities, acceptance criteria and any applicable warranty

or support terms. No additional work is authorized, and neither Party is obligated to perform or pay for it, until the task order is signed. Each executed task order is incorporated into and governed by this Agreement. A task order changes another provision of this Agreement only if it expressly identifies that provision and states the agreed change. Task orders and other scope changes remain subject to applicable procurement, funding and approval requirements. Other material changes shall be documented in a written change order or amendment signed by both Parties.

7 Independent Contractor and Personnel

The Contractor is an independent contractor and is not an agent, employee, partner, or joint venturer of the Airport. The Contractor shall provide, supervise, and compensate the personnel required to perform its obligations. Contractor personnel shall not be deemed employees of the Airport for any purpose.

8 Assignment and Subcontracting

The Contractor shall not assign this Agreement in whole or in part without the Airport's prior written consent, which shall not be unreasonably withheld. The Contractor may use qualified suppliers and subcontractors in the ordinary course of performance but remains responsible for their work and compliance with this Agreement.

9 Compliance with Laws and Airport Requirements

Each Party shall comply with the laws, regulations, and governmental requirements applicable to its obligations. The Contractor shall comply with applicable FAA, TSA, airport security, safety, badging, escort, vehicle operation, and access requirements communicated by the Airport.

If federal funding applies, the Contractor shall comply with mandatory federal contract provisions provided by the Airport and incorporated by written amendment or addendum.

10 Products Substitutions and Title

Unless expressly permitted in the Accepted Proposal, all products shall be new and free from liens and encumbrances. Product substitutions require the Airport's prior written approval and must meet or exceed the accepted specifications without increasing the Contract Price unless separately approved in writing.

Title to equipment transfers to the Airport upon payment for the applicable equipment. Risk of loss transfers upon delivery and acceptance at the agreed delivery location, except for loss caused by the Contractor during installation or other Contractor-controlled activities.

During the contracted service term, ASiX grants TTAD and its authorized users a non-exclusive right to access and use ASiX Live for the contracted Airport and supplemental ATC situational-awareness functions, subject to Section 27. Equipment ownership does not transfer ownership of software, source code, ASiX technical information or other intellectual property. ASiX and its licensors retain those rights. Third-party ATC-provider access remains subject to Section 27.5.

11 Inspection Testing and Acceptance

ASiX and TTAD shall verify receiver operation and health reporting; coverage and target presentation; communications and processing; maps and operational layers; aircraft and ground-vehicle presentation; access and security; historical replay and applicable administrative functions; and conformity with the agreed functional and performance requirements, including the Accepted Proposal's traceability matrix. TTAD shall have access for operational review and written acceptance before coordinated cutover. ASiX shall provide pre-cutover training on access, display use, maps, layers, filters and included alerts, target presentation, replay, administration, troubleshooting and support escalation.

The Contractor shall correct material nonconformities for which it is responsible within a reasonable period after written notice. Acceptance does not waive latent defects or warranty rights.

12 Warranty and Support

ASiX shall provide technical support daily from 6:00 a.m. to 9:00 p.m. Pacific Time, with continuous system monitoring. Recurring fees include routine troubleshooting, software maintenance, security and application updates, normal configuration assistance, reasonable operational configuration changes, AWS-hosted infrastructure, receiver troubleshooting and replacement coordination, and support for approved integrations as described in the Accepted Proposal. The system is designed for continuous 24/7/365 operation, subject to communications, source-data availability and TTAD-provided connectivity; this design objective does not create a guaranteed uptime percentage or a response-time commitment absent an express written agreement. Any applicable manufacturer hardware warranty shall be passed through with its documented coverage and duration. For each warranted product or component, the warranty period under this Agreement begins on the date of its first use by the Airport or any Airport personnel or contractors, whichever occurs first. That first-use date governs commencement of ASiX's warranty obligations under this Agreement, regardless of shipment, delivery or formal acceptance dates. The Airport shall notify ASiX of that date; a delay in notice does not postpone commencement. Warranty durations and coverage remain as expressly agreed in the applicable warranty or task order.

Except for the express warranties incorporated into this Agreement, neither Party makes any additional warranty, and all implied warranties are disclaimed to the extent permitted by law.

13 Taxes

The Airport shall provide any applicable tax-exemption documentation. The Airport is not responsible for taxes imposed on the Contractor's income, payroll, personnel, property, or business operations. Any transaction tax properly chargeable to the Airport and not covered by an exemption must be separately stated and supported.

14 Insurance

During performance, ASiX shall maintain the coverage below and provide certificates of insurance upon request. These limits reflect the pricing assumptions in Section 12.3 of the Accepted Proposal. Workers' compensation shall satisfy applicable statutory requirements; the stated $100,000 per occurrence and $500,000 policy limits apply to employer's liability and do not limit statutory workers' compensation obligations. The Parties shall confirm required endorsements and policy terms before site work. Additional insurance requirements affecting price require a written change order.

Coverage	**Minimum amount or requirement**
Workers' Compensation	Statutory coverage required by applicable law
Employer's Liability	$100,000 per occurrence; $500,000 policy limit, as stated in the Accepted Proposal
Commercial General/Public Liability	$1,000,000 per occurrence; $2,000,000 aggregate
General Liability Coverage	Premises/operations, independent contractors where applicable, personal injury, products/completed operations, and contractual liability

Primary/non-contributory coverage and waivers of subrogation shall be provided to the extent required by mutually agreed insurance requirements and available under the applicable policies. No additional automobile coverage limit is imposed by this Agreement unless separately agreed in writing or required by applicable law.

15 Indemnification

To the fullest extent permitted by applicable law, each Party shall indemnify and hold harmless the other Party and its governing body, officers, employees, agents, and representatives from third-party claims, liabilities, losses, damages, and reasonable costs, including reasonable attorneys' fees, to the extent arising from the negligent acts, omissions, willful misconduct, or material breach of this Agreement by the indemnifying Party or any person for whom it is legally responsible.

Neither Party shall be required to indemnify the other Party to the extent a claim, liability, loss, or damage is caused by the negligence or willful misconduct of the Party seeking indemnification.

Any indemnification obligation of the Airport is limited to and enforceable only to the extent permitted by applicable law. Nothing in this Agreement shall be interpreted as a waiver of any governmental immunity, statutory limitation of liability, defense, or protection available to the Airport.

The Party seeking indemnification shall provide prompt written notice of any covered claim and reasonable cooperation in its defense. The indemnifying Party shall not settle a claim in a manner that admits fault by or imposes an obligation on the indemnified Party without that Party's prior written consent, which shall not be unreasonably withheld.

16 Limitation of Liability

Except for payment obligations, indemnification obligations, breach of confidentiality, infringement, fraud, willful misconduct, or damages that cannot legally be limited, neither Party shall be liable to the other for special, incidental, indirect, exemplary, punitive, or consequential damages, including lost profits or lost revenue.

The Contractor's aggregate liability arising from this Agreement shall not exceed the total Contract Price, except for liabilities excluded from this limitation in the preceding paragraph or to the extent covered by required insurance.

17 Confidentiality and Data

Each Party shall use reasonable care to protect non-public technical, commercial, security-sensitive, or operational information identified as confidential or that reasonably should be understood as confidential. This obligation does not apply to information that is public through no breach, already lawfully known, independently developed, or lawfully received from a third party.

The Airport may disclose records when required by applicable public-records, grant, audit, or other legal requirements. To the extent legally permitted, the Airport shall provide reasonable notice before disclosing Contractor information claimed to be confidential.

ASiX shall implement the user-access, cybersecurity and data-protection controls described in the Accepted Proposal, including authenticated role-based access, encrypted communications and applicable logging and monitoring. Integration with TTAD enterprise identity services, including Active Directory, LDAP, SAML or SSO, shall use a compatible method coordinated with TTAD IT personnel. TTAD shall provide authorized data, appropriate access permissions and required site connectivity.

18 Termination

Either Party may terminate this Agreement for a material breach that remains uncured thirty (30) days after written notice, or such longer cure period as the non-breaching Party reasonably allows. The Airport may also terminate for failure to deliver, failure to make adequate progress, insolvency, fraud, or material violation of law or airport safety requirements.

The Contractor shall stop the terminated work as directed, protect work and property, deliver paid-for or completed deliverables, and reasonably cooperate in an orderly transition. Rights and remedies are cumulative.

19 Force Majeure

Neither Party is liable for delay or nonperformance caused by circumstances beyond its reasonable control, including acts of God, fire, flood, severe weather, epidemic, war, terrorism, civil disturbance, labor disruption, transportation interruption, supply-chain disruption, governmental action, or utility failure. The affected Party shall promptly notify the other Party, use commercially reasonable efforts to mitigate the effect, and resume performance when practicable.

20 Right to Audit

Upon reasonable notice, the Airport and, when applicable, authorized governmental or funding-agency representatives may examine records directly pertinent to charges and compliance under this Agreement. Audits shall occur during normal business hours and in a manner that avoids unreasonable interference with the Contractor’s operations.

21 Notices

Formal notices under this Agreement shall be in writing and delivered by personal delivery, nationally recognized overnight service, certified mail, or email with confirmation of receipt to the authorized contacts identified in the Accepted Proposal or on the signature page. Either Party may update its notice contact by written notice without amending this Agreement.

22 Governing Law and Disputes

This Agreement shall be governed by and construed in accordance with the laws of the State of California and applicable federal law, without regard to conflict-of-law principles.

Before commencing litigation, senior representatives of the Parties shall meet in good faith to attempt to resolve the dispute. Any action arising from or relating to this Agreement over which federal subject-matter jurisdiction exists shall be brought in the United States District Court for the Eastern District of California, sitting in Sacramento, California. If federal subject-matter jurisdiction is unavailable, the action shall be brought in a California state court of competent jurisdiction and proper venue. The Parties consent to personal jurisdiction and venue in those courts to the extent permitted by applicable law.

23 Non-Exclusive Agreement

Unless the Accepted Proposal expressly provides otherwise, this Agreement is non-exclusive. The Airport may purchase similar products or services from others, and the Contractor may provide similar products or services to other customers.

24 General Provisions

No Waiver. A waiver is effective only if in writing and applies only to the specific circumstance stated. Failure to enforce a right is not a continuing waiver.

Severability. If any provision is held invalid or unenforceable, the remaining provisions remain in effect, and the invalid provision shall be enforced to the greatest extent permitted.

Binding Effect. This Agreement binds and benefits the Parties and their permitted successors and assigns.

Counterparts and Electronic Signatures. This Agreement may be executed in counterparts and by electronic signature, each of which is deemed an original and all of which together constitute one instrument.

Authority. Each signatory represents that he or she is authorized to bind the Party on whose behalf the signature is made.

25 Entire Agreement

This Agreement, the Accepted Proposal identified above and incorporated by reference, mutually signed task orders, and any written amendments signed by both Parties constitute the entire agreement concerning the subject matter and supersede prior oral or written negotiations and understandings. No purchase order, invoice, acknowledgment, portal term, or other form modifies this Agreement unless expressly accepted in a writing signed by both Parties.

26 Cooperative Purchasing and Use by Other Entities

26.1 Eligible participants and authorization

The Airport and Contractor expressly authorize other airports, airport owners and operators, airport and port authorities, federal, State, tribal and local agencies, municipalities, counties, political subdivisions, special districts, public institutions, and other public or private entities legally eligible to participate (each a “Participating Entity”) to purchase the products and services covered by this Agreement through cooperative purchasing, interlocal or intergovernmental arrangements, contract adoption, or piggyback procurement. This authorization includes entities located within the State where the Airport is located and throughout the United States and its territories. Where applicable procurement law permits reliance on this Agreement and its underlying procurement, a Participating Entity may make such purchases without conducting a separate competitive solicitation.

26.2 Procurement basis and eligibility

Before placing an order, each Participating Entity shall determine and document its authority to use the proposed procurement method, the eligibility of this Agreement and its underlying solicitation and award for that use, and compliance with applicable procurement, funding and approval requirements. The originating Airport is not required to certify another entity’s legal authority. This Section does not retroactively establish competition, expand the scope of the original solicitation beyond what applicable law permits, or cure a defect in the underlying procurement. Any required interlocal agreement, governing-body authorization or other approval shall be obtained before award.

26.3 Scope and pricing

Participating purchases shall remain within the products, services, specifications, options and ordering limits lawfully available under the original procurement. For equivalent items and comparable quantities and conditions, the Contractor shall extend the applicable contract unit prices and discounts, including only price adjustments expressly authorized by the underlying contract. The Contractor may offer lower prices or additional discounts. Differences in freight, travel, installation conditions, taxes, quantities or required services must be separately itemized and may be included only when permitted by the original procurement and applicable law. Materially different or out-of-scope requirements require a separate lawful procurement basis.

26.4 Separate participating agreement

Each purchase requires a written participating agreement or purchase order accepted in writing by the Contractor that identifies this Agreement, the Participating Entity, its procurement authority, the products and services ordered, quantities, pricing, delivery and acceptance requirements, payment terms, applicable funding provisions, and any permitted entity-specific terms. The Participating Entity and Contractor shall be the sole parties responsible for that purchase. The originating Airport assumes no payment, performance, administration, warranty, dispute or other liability for participating purchases. Such purchases do not amend the originating Airport's obligations or impair performance owed to it. No Participating Entity has enforceable purchasing rights until the Contractor accepts its order. Each participating agreement shall expressly include the operational use restrictions and indemnification provisions of Section 27.

26.5 Ordering period and records

New participating orders may be accepted from the Effective Date through the end date of this Agreement, including any duly exercised option years or mutually agreed extensions permitted by the original procurement and applicable law. If this Agreement terminates earlier, the ordering period ends on the effective date of termination. Continuing warranty, support or other surviving obligations alone do not extend the ordering period. Orders validly accepted during that period may continue under their own terms. Upon reasonable request and subject to confidentiality and public-records requirements, the Airport and Contractor shall reasonably cooperate in providing available solicitation, award, contract and pricing records needed to evaluate a participating purchase. Participation creates no minimum purchase obligation.

26.6 Federal funding and noncompetitive awards

For purchases supported by federal funds, the Participating Entity shall document compliance with applicable federal procurement standards, including 2 CFR 200.318(e) when applicable, and all applicable FAA, grant and domestic-preference requirements. It shall obtain any required funding-agency or pass-through approvals before award. If a Participating Entity elects a sole-source or other noncompetitive procurement, it must independently establish and document the applicable legal exception, including compliance with 2 CFR 200.320(c) when applicable. This Agreement may support that entity's procurement record but does not, by itself, establish that ASiX is the sole available source or authorize a noncompetitive award.

27 Operational Use Restrictions and ATC Related Claims

27.1 Permitted use and prohibited reliance

For this Section, "System" means the equipment, software, displays, interfaces, included alerts and data supplied under this Agreement. Authorized Airport and ATC personnel may use ASiX Live as the supplemental ATC situational-awareness display expressly described in the Accepted Proposal. The System is not intended or authorized for aircraft separation, issuance or validation of operational clearances, or replacement of required visual observation, radio communications, approved ATC procedures or independent operational judgment. The Airport shall not configure, represent or permit the System to function as a certified ATC separation or clearance-control platform, or as the sole or controlling basis for takeoff, landing, taxi or runway-crossing clearances. Any expanded use beyond the contracted supplemental situational-awareness functions requires a separate agreement signed by ASiX and all required regulatory approvals; installation, training or technical assistance alone does not authorize such expanded use.

27.2 Authorized VMAT functions and operational responsibility

These restrictions do not prohibit normal operation of properly configured VMAT transmitters or transmission of vehicle identification and position information to separately authorized FAA or airport surveillance systems as contemplated by the Accepted Proposal. Such transmission does not make ASiX the operator of those systems or responsible for ATC services. ATC personnel, pilots and vehicle operators retain their respective operational duties. ASiX does not undertake to issue clearances, provide aircraft separation, direct aircraft or vehicles, or guarantee prevention of accidents, collisions or runway incursions. Nothing in this Section excuses ASiX from its express equipment, software or service obligations under this Agreement.

27.3 User controls and notice

The Airport shall communicate these restrictions to its employees, contractors and other users to whom it supplies or authorizes System access, including ATC personnel; train users on permitted use; preserve supplied warnings; and use reasonable access controls to prevent unauthorized use. The Airport shall promptly notify ASiX of known prohibited use and stop such use within its control. ASiX may suspend the affected software account or interface on notice, or immediately where reasonably necessary to address an imminent safety risk, and shall coordinate restoration after the prohibited use is corrected. This right does not authorize ASiX to disable VMAT transmissions or other safety-related equipment without appropriate operational coordination.

27.4 Airport defense and indemnity

To the fullest extent permitted by applicable law, the Airport shall defend, indemnify and hold harmless ASiX and its officers, directors, employees, agents and subcontractors from third-party claims, suits, damages, judgments, settlements and reasonable defense costs, including attorneys' fees, for bodily injury, death, aircraft or vehicle damage, other property damage, or loss of use, to the extent arising from (a) the Airport's breach of this Section; (b) prohibited use of or reliance on the System by the Airport or persons for whom it is legally responsible; or (c) negligent or wrongful ATC acts, omissions, clearances, instructions or separation decisions by Airport-employed or Airport-contracted ATC personnel in connection with System use. This obligation expressly includes claims arising from an accident, collision, runway incursion or other incident involving such conduct. It applies to the covered portion of a claim even when ASiX is also named as a defendant, but excludes the portion caused by ASiX's negligence, willful misconduct, breach of this Agreement or a product defect attributable to ASiX.

27.5 Defense procedure and limits of authority

ASiX shall promptly tender a covered claim and reasonably cooperate in its defense. ASiX shall have the right to select and retain counsel of its choosing and to direct its defense, without requiring the Airport's prior approval of counsel. To the fullest extent permitted by applicable law, the Airport shall pay the reasonable attorneys' fees, legal expenses and other defense costs incurred by ASiX for covered claims, including reasonable fees and costs of separate counsel required by an actual conflict of interest. The Airport shall pay such fees and costs as incurred, within thirty (30) days after receipt of reasonably detailed invoices, without requiring ASiX to await final disposition of the claim. No settlement may admit fault by ASiX or impose a nonmonetary obligation on ASiX without its written consent. For mixed claims, defense costs shall be reasonably allocated to covered and excluded matters. This Section does not bind the FAA, the United States, independent ATC providers or personnel who are not parties, or make the Airport liable solely because an incident involves independent ATC personnel. The Airport remains responsible for its own breach of this Section. Before providing System access to an independent ATC provider, the Airport shall obtain ASiX's written consent and a written acknowledgment of the use restrictions from that

provider's authorized representative. The limitations on governmental indemnification and preservation of immunity in Section 15 remain applicable.

27.6 Coordination and survival

This Section supplements Section 15 and controls for claims within its scope to the extent of a conflict, subject to the governmental limitations stated above. Its indemnification obligations fall within the indemnification exception in Section 16. Every participating agreement under Section 26 shall expressly incorporate this Section with the Participating Entity substituted for the Airport. The use restrictions apply for as long as the System is used, and the defense and indemnification obligations survive expiration or termination for covered acts or omissions occurring during that use.

Signatures

Airport	**Airport Systems Information Exchange, Inc. (ASiX)**
Truckee Tahoe Airport District	Airport Systems Information Exchange, Inc. (ASiX)
By: _____	By: _____
Printed name: [NAME]	Printed name: Carlos A. Nevarez
Title: [TITLE]	Title: President and CEO
Date: [DATE]	Date: [DATE]
Email for notices: [EMAIL]	Email for notices: cnevarez@asix.aero
Mailing address: 10356 Truckee Airport Road, Truckee, CA 96161 Project contact: Mike Cooke	Mailing address: 3217 Balmerino Lane, The Colony, Texas 75056

ACCEPTED PROPOSAL FOLLOWS