

SITE LICENSE AGREEMENT

THIS SITE LICENSE AGREEMENT (“**Agreement**”) dated as of _____, 2017, (“**Effective Date**”) is between Maritime Information Systems, Inc., a Rhode Island corporation authorized to do business in California (“**Licensee**”), and the CITY OF RIVERSIDE, a California charter city and municipal corporation (“**Licensor**” or “**City**”).

The parties hereto agree as follows:

1. **Premises.** Licensor represents and warrants that it owns certain real property described as 6951 Flight Road, Riverside, CA 92504 (“**Property**”). Licensor hereby grants a license for use by Licensee (its duly authorized, agents, contractors and employees), and Licensee’s successors and assigns, of that portion of Licensor’s Property described as Suite 210, and a portion of the roof of the Property (“**Premises**”).

2. **Use.** The Premises may be used by Licensee for any lawful activity in connection with the installation and operation of Automatic Dependent Surveillance-Broadcast (“ADS-B”) equipment for real-time aircraft tracking including the installation, maintenance, modification, repair, operation and/or removal of related equipment (“**Permitted Use**”).

3. **Conditions Precedent.** This License is conditioned upon Licensee obtaining all governmental permits and approvals enabling Licensee to install and operate ADS-B facilities on the Premises.

4. **Term.** The term of this Agreement shall be month-to-month commencing on the Effective Date hereof. This Agreement may be terminated in accordance with the provisions of section 10.

5. **Rent; Access to Aircraft Tracking Information.** In lieu of paying rent, Licensee shall provide Licensor with web-based access to Licensee’s aircraft tracking information in exchange for the use of the Premises. Licensee shall grant Licensor all rights and access necessary to manage Licensor employee account access to Licensee’s software and web-based aircraft tracking information to ensure those Licensor employees no longer employed by Licensor are denied access to Licensee’s web-based aircraft tracking information. To comply with this obligation, Licensee shall create an administrative (admin) account for Licensor’s Information Technology Department to manage Licensor user accounts in Licensee’s system. Further, Licensee is requested to provide a central authentication capability (ADFS) in future software releases.

6. **Improvements; Access; Utilities.**

(a) Licensee has the right to install, maintain and operate on the Premises ADS-B tracking equipment within the Premises, including receiving equipment to be installed on the Premises, a receiving antenna to be installed on the roof of the Property, and other ancillary equipment, such as electrical and Ethernet connection cables (collectively, “**Licensee’s Facilities**”). For purposes of this Agreement, the terms “operate”, “install” and “maintain” shall

include but not be limited to the rights to: install, alter, replace, modify, repair, improve, upgrade and/or remove the Licensee's Facilities and improvements in conformance herewith. Notwithstanding the foregoing however, Licensee's use of the Premises shall at no time unreasonably disturb or interfere with Licensor's prior existing use of Licensor's Property.

(b) All of Licensee's installation work shall be performed at Licensee's sole cost and expense and in a good and workmanlike manner. Title to Licensee's Facilities and any equipment placed on the Premises by Licensee shall be held solely by Licensee at all times. All of the Licensee's Facilities shall remain the personal property of Licensee and shall not be treated as real property or become a part of the Premises even though affixed thereto. Licensee has the right to remove all Licensee's Facilities at its sole expense on or before the expiration or termination of this Agreement. In relation to the foregoing, Licensor hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Licensee's Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Agreement, whether or not the same is deemed real or personal property under applicable laws,

(c) Licensee shall not have the right to install utilities to service Licensee's Facilities. Licensor shall provide utility access for Licensee's Facilities, provided that Licensee's Facilities power consumption does not exceed one (1) amp and the internet connection bandwidth use does not exceed fifteen (15) kbps. Licensee warrants that Licensee's Facilities will not exceed these above amounts and further warrants that any internet connection made by Licensee's Facilities will be for outgoing data only and will in no way impede or reduce the security of Licensor's internet connection. Should Licensee disturb, disrupt or damage Licensor's Property or utilities, Licensee shall repair and/or replace Licensor's property to the same condition at Licensee's sole cost and expense. Licensor shall diligently correct any variation, interruption or failure of utility service caused by Licensee's Facilities to the extent reasonably within its reasonable control and at no cost or expense to Licensor.

(d) Upon the expiration, cancellation or termination of this Agreement, or this License, Licensee shall immediately surrender the Premises to Licensor in good condition, less ordinary wear and tear. In addition to any other rights of Licensor hereunder or at law or equity, if Licensee should fail to remove its equipment and facilities from the Premises within ninety (90) days after termination, Licensor may remove such Licensee's Facilities at Licensee's sole cost and expense. Licensee shall reimburse Licensor for the reasonable expenses incurred within twenty (20) days of Licensee's receipt of an invoice together with reasonable supporting documentation evidencing such costs.

(e) Except as otherwise expressly provided herein, Licensee shall be solely responsible, at its sole cost and expense, for all equipment it installs on the Premises. The Licensor neither assumes, nor shall it have, any responsibility for the condition of the Premises, except the Licensor shall be responsible for the construction, maintenance, up-keep, or repairs necessary to keep the Premises safe and serviceable for Licensee's intended uses. Licensee shall repair any damage to the Premises or Licensee's Facilities caused by Licensee during installation, maintenance and operations, or any time said damage is caused by Licensee. Licensee shall commence repairs to the Premises or Licensee's Facilities to substantially the

same condition in which they existed prior to damage thereto by Licensee within five (5) business days from the date of Licensee's receipt of Licensors written notice to repair such damage and shall diligently pursue such repairs in good faith until completed. Licensee shall reimburse Licensors for all of Licensors direct and indirect costs incurred by Licensors in performing such repairs if Licensee fails to do so in accordance with the foregoing, including labor and material costs incurred by the Licensors to repair such damage. Should damages be deemed severe in Licensors sole determination, Licensors shall state such determination in its notice to Licensee together with its requirement of a more immediate repair response by Licensee to repair such damage (such response to be no shorter than two (2) business days) absent an emergency imminently and materially threatening the health or safety of persons or property.

7. Compliance With All Laws.

(a) Licensee's use of the Premises and Licensee's Facilities shall comply with all applicable Governmental Requirements of federal, state and local laws, rules, regulations, agreements, and memoranda. "Governmental Requirements" shall mean all applicable requirements under any federal, state or local statutes, rules, regulations, ordinances, memoranda, or other requirements of any duly constituted public authority having jurisdiction over the Premises. Licensee shall indemnify Licensors and hold it harmless from all expenses, costs, damages, losses, claims or other expenses and liabilities to the extent caused by or from Licensee's failure to comply with Government Requirements, except to the extent such expenses, costs, damages, losses, claims or other expenses and liabilities arise from the gross negligence or willful misconduct of Licensors. Licensee shall monitor and certify such compliance in accordance with requirements as may be established by such Governmental Requirements.

(b) Licensee's ability to use the Premises shall be dependent upon Licensee obtaining currently valid certificates, permits, and other approvals, which may be required from any federal, state, or local authorities. Licensors shall reasonably cooperate with Licensee, but at no expense to Licensors, in obtaining such approvals.

8. Interference with Communications. Licensee's Facilities shall not disturb the communications configurations, equipment and/or frequencies which exist on the Property prior to the installation of the Licensee's Facilities ("Pre-existing Communications") and Licensee's Facilities shall comply with all rules of the Federal Communications Commission ("FCC"), including noninterference rules.

9. Personal Property Taxes. Licensee acknowledges that Licensors is a governmental entity that is exempt from real property taxes. Licensee shall pay any personal property tax, real property tax or any other tax or fee which are directly attributable to the presence or installation of the Licensee's Facilities during the term of this Agreement, including but not limited to possessory interest tax pursuant to California Revenue and Taxation Code Section 107.6. Licensors shall not be liable for Licensee's failure to pay such possessory property taxes. Licensors hereby grants to Licensee the right to challenge, whether in a Court, Administrative Proceeding, or other venue, on behalf of Licensors and/or Licensee, any personal

property or real property tax assessments that may affect Licensee. If Licensors receives notice of any personal property or real property tax assessment against the Licensors, which may affect Licensee and is directly attributable to Licensee's installation, Licensors shall provide timely notice of the assessment to Licensee sufficient to allow Licensee to consent to or challenge such assessment. Further, Licensors shall provide to Licensee any and all documentation reasonably associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 9.

10. Termination.

(a) Either party to this Agreement shall have the right to terminate this Agreement, without cause, upon thirty (30) days' prior written notice.

(b) Within thirty (30) days after the expiration or termination of this Agreement, Licensee shall remove all of Licensee's Facilities from the Premises licensed hereunder. Licensee shall exercise reasonable diligence, care and skill in completing the removal of Licensee's Facilities.

11. Default. Any of the following events shall constitute a material default and breach of this Agreement by Licensee:

(a) Nonpayment of Rent. Intentionally omitted;

(b) Terms and Obligations. Failure to observe or perform any obligation hereunder other than the payment of Rent or other monies due, such failure continuing for fifteen (15) days after Licensee receives notice of such failure specifying the alleged default and the applicable provisions of this Agreement;

(c) Violation of Law. In the event Licensee violates any applicable law, rule, statute, ordinance, order, memoranda, or regulation applicable to Licensee's Facilities and/or Licensee's use of the Premises thereunder, and does not cure such violation within fifteen (15) days of the date of the notice from the Licensors to the Licensee.

12. Parking. Intentionally omitted.

13. Insurance and Indemnity.

(a) During the term of this Agreement, Licensee shall maintain the following insurance with a carrier or carriers selected by Licensee and satisfactory to Licensors or carrying an AM Best's rating of no less than A and a Financial Class of at least VII: (1) Commercial General Liability Insurance with a limit of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate; and (2) Worker's Compensation Insurance with statutory limits covering Licensee's employees, when required, in accordance with the laws of the State of California.

(b) The Commercial General Liability policy shall name Licensor, its officers, agents, employees, and volunteers as additional insureds with the Licensee, individually and jointly. Such policy shall insure against liability for death, bodily injury and property damage allegedly arising out of or in connection with the Licensee's operations under this License.

(c) A certificate of insurance or such other written proof of compliance with these insurance requirements, and an additional insured endorsement, shall be filed with and approved by Licensor prior to the execution of this Agreement and prior to the expiration of each policy year thereafter. A minimum of thirty (30) days' notice shall be given to Licensor of cancellation of any of the required insurance policies.

(d) Licensee shall indemnify and hold harmless Licensor and its officers, employees, affiliates, successors and assigns, against and from (i) any and all loss, claims, demands, causes of action, damages, costs (including attorneys' fees), or liabilities, in law or in equity, of every kind and nature whatsoever, directly or proximately resulting from or caused by or claimed to result from or be caused by, or in any way connected with the installation, maintenance, repair, removal and/or negligent use or operation of the Licensee Facilities or the Premises by Licensee on, about or within the Property; and/or (ii) any interruption, discontinuance, or interference with Licensee's service to any of its subscribers or customers. Licensee shall, upon demand and at its own sole risk and expense, defend any and all suits, actions or other legal proceedings which may be brought or instituted by third persons against Licensor or its officers, employees, affiliates, subsidiaries, successors or assigns, on any claim, demand or cause of action within the scope of the foregoing indemnity; and shall pay and satisfy any judgment or decree which may be rendered against it or its officers, employees, affiliates, subsidiaries, successors or assigns, in any such suit, action, or other legal proceeding and shall reimburse Licensor for any and all reasonable legal expenses, including attorney's fees incurred in connection therewith.

(e) The parties expressly agree that any payment, attorney fee, costs or expense City incurs or makes to or on behalf of an injured employee under City's self-administered worker's compensation program is included as a loss, expense or costs for the purpose of this Section 13.

14. Assignment/Sublicense/Transfer. Notwithstanding any provision of this Agreement to the contrary, Licensee shall not voluntarily assign, sublicense or transfer this Agreement without the prior written approval of Licensor.

15. Environmental.

(a) Licensee represents and warrants that it shall not introduce or use any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law, rule or regulation ("**Hazardous Substances**") on any Property in violation of any applicable law.

(b) Licensee agrees to defend, indemnify and hold Licensor harmless from and against any and all payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding (collectively "**Liabilities**") which are incurred by the indemnified

party due to the indemnitor's: (i) breach of any representation or warranty contained in this section and/or (ii) release of Hazardous Substances on or from any Property related to its use of the Property or activities thereon. The parties' obligations under this Section shall include, but not be limited to, the effects of any contamination or injury to personal property or the environment created or caused by such release, and the cost of investigation (including consultants' and reasonable attorneys' fees and testing), removal, remediation, restoration and/or abatement thereof, or of any contamination therein involved, and shall survive the expiration or earlier termination of this Agreement. No termination, cancellation or release agreement entered into by Licensor and Licensee shall release Licensee from its obligations under this Agreement with respect to Hazardous Substances, unless specifically so agreed by Licensor in writing at the time of such agreement. The provisions of this Section 15 shall survive the termination or expiration of this Agreement with respect to acts or events occurring prior thereto.

(c) Licensee agrees to defend, indemnify and hold harmless Licensor from and against any and all Liabilities related to electromagnetic fields, electromagnetic energy and/or radio frequency exposure issues to the extent directly caused by Licensee's negligent use or operation of its Licensee's Facilities at the Premises.

16. Subordination to Existing Uses. The right to use the Premises as granted herein by Licensor to Licensee, and all rights and privileges thereunder, are and shall be subordinate to the prior existing operations of Licensor and to other prior existing use or operations of Licensor's other tenants, lessees and/or licensees at each Property.

17. No Interest in Property. Nothing herein shall be deemed to create a lease or easement of any property or to grant any interest in the Premises, other than a real property license to use the Premises.

18. Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of this Agreement. The failure of either party to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or, in the case of Licensor, Licensor's acceptance of and payment of Rent, shall not release the other party from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right to insist upon the strict performance of this Agreement.

19. Severability. If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

20. Binding. Intentionally omitted.

21. Notices. All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below:

Licensors:

City of Riverside
Riverside Municipal Airport
Attn: Airport Manager
6951 Flight Road
Riverside, CA 92504

Licensee:

Maritime Information Systems, Inc.
30 Cutler Street
Warren, RI 02885
Attn: Moses Calouro

Licensors or Licensee may from time to time designate any other address for this purpose by written notice to the other party at least thirty (30) days in advance.

22. Laws. This Agreement shall be governed under the laws of the State of California.

23. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties with respect to Licensee's use of the Premises in each case, and supersedes all offers, negotiations and other licenses concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both parties.

24. Authority. The persons who have executed this Agreement represent and warrant that they are duly authorized to execute this Agreement in their individual or representative capacity as indicated.

25. Liens. During the term hereof, Licensee shall keep each Premises free from all liens, including but not limited to mechanic's liens and further encumbrances by reason of services performed or materials supplied on behalf of Licensee with respect to Licensee's use of such Premises. Failure of Licensee to remove or bond any such lien recorded or unrecorded against the Premises within thirty (30) days of receipt of notice of recordation shall be considered an Event of Default and cause for termination upon notice thereof by Licensors.

26. Waiver. Licensors' failure to exercise any of its rights resulting from a default or breach of covenant on the part of the other shall not be construed as a waiver thereof, nor shall any custom or practice which may grow up between the parties in the course of administering this Agreement be construed to waive or to lessen the right of Licensors to insist upon the performance by Licensee of any term, covenant or condition hereof, or to exercise any

right given it resulting from any such default. A waiver of a particular breach or default shall not be deemed to be a waiver of the same or any other subsequent breach or default.

27. **No Partnership.** This Agreement shall not be construed to continue any form of partnership or joint venture between Licensors and Licensee.

28. **Nondiscrimination.** Licensee, on Licensee's own behalf and on the behalf of Licensee's personal representatives, successors in interest and assigns, as a part of the consideration hereof does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this agreement for a purpose for which a Department of Transportation (hereinafter referred to as ("DOT")) program or activity is extended or for another purpose involving the provision of similar services or benefits, Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

Licensee, on Licensee's own behalf and on behalf of the personal representatives, successors in interest and assigns of Licensee, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(a) No person on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition Acquired Immune Deficiency Syndrome or any condition related thereto, marital status, sex or sexual orientation shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;

(b) In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition Acquired Immune Deficiency Syndrome or any condition related thereto, marital status, genetic information, gender, gender identity, genetic expression, sex or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; and

(c) Licensee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

Licensee acknowledges and agrees that in the event of breach of any of the nondiscrimination covenants set forth in this paragraph, City shall have the right to terminate this Agreement and re-enter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued. The provision of this paragraph does not

become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

[signatures on the following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LICENSOR:
CITY OF RIVERSIDE,
a California charter city and
municipal corporation

LICENSEE:
MARITIME INFORMATION
SYSTEMS, INC.,
a Rhode Island corporation

By: _____
Printed Name: _____
Title: _____

By: Man Z. Chen
Print Name: Mosir Catavano
Title: CEO

Attested to:

By: Debi Robinson
Print Name: Debi Robinson
Title: Dir. Marketing

By: _____
City Clerk

Approved as to form:

By: [Signature]
Deputy City Attorney