

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, is made as of the date stated on City's signature page below, between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, by and for its Department of Aviation ("**City**"), and **SUREWX, INC.**, a Delaware corporation authorized to do business in Colorado located at 8770 West Bryn Mawr Ave., Suite 1300 #174, Chicago, IL 60631-3515, ("**Licensee**") (collectively "**Parties**").

RECITALS

WHEREAS, City, through its Department of Aviation owns and operates Denver International Airport ("**DEN**"), with the power to grant a license with respect thereto; and

WHEREAS, Licensee has requested City's permission to install and operate an array of sensors to collect ambient weather data from the DEN airfield to calculate precise, single-value de-icing holdover time ("**HOT**"); and

WHEREAS, City is willing to grant to a limited license to Licensee, solely upon the terms and conditions herein contained;

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

1. **GRANT OF LICENSE**. City hereby grants to Licensee, subject to the conditions and terms hereinafter contained, a revocable non-exclusive license for the construction, inspection, maintenance, alteration, repair, replacement, and operation of a HOT weather system ("**System**") upon the following land ("**License Property**") situated within the City and County of Denver, Colorado:

See Exhibit A for License Property description, attached hereto and incorporated herein by this reference.

Licensee may place below-ground utility lines, directly related to the operation of the System, with the prior written approval of the Chief Executive Officer of the Department of Aviation ("**CEO**").

2. **TERM**. The rights granted hereunder shall commence upon final execution hereof as evidenced by the date stated on City's signature page ("**Commencement Date**") and continue until the twentieth (20th) anniversary of the Commencement Date, unless earlier terminated as herein provided ("**Expiration Date**").

Notwithstanding the foregoing, nothing contained herein shall obligate City to extend operation of the System beyond the Term. In the event Licensee determines it cannot profitably operate the System, Licensee shall have the right to terminate this Licensee upon sixty (60) days written notice to City. City may terminate and revoke this License during the Term, in the sole and absolute discretion of the CEO upon sixty (60) days written notice to Licensee.

Upon expiration, abandonment or termination of this License Agreement, Licensee shall remove, at Licensee's expense, its entire System, or such portion thereof as is specified by the CEO, within 60 days of such expiration, abandonment or termination or within such additional time as is granted by the CEO. If the Licensee's installation is removed as requested by City, Licensee shall at its expense restore the land to the conditions existing prior to installation of its System, and upon failure to do so, City may opt to cause such removal and restoration to be done at Licensee's expense. No portion of Licensee's System shall be closed in place or abandoned in place either during or after the term of this License Agreement.

3. **FEES.**

A. **Fee for License Property.** Licensee shall pay annually in advance to City, without offset, deduction or abatement, as a fee for the rights and privileges herein granted by City for the License Property, the sum of seventy nine cents (¢.79) per square foot or seven dollars and eleven cents (\$7.11) per year. The entire fee for the privileges hereunder shall be due and payable to City ten (10) days after the date of first operation, subject to the provisions herein set forth. Said date of first operation shall be confirmed by Licensee in writing to the City in accordance with the notice provisions set forth herein. Additionally, as compensation for the privileges granted herein, Licensee agrees to provide City real time liquid water equivalent data collected by Licensee at DEN for the Term of this Agreement.

B. **Payment of Fees.** Immediately upon the Fees becoming due under this Agreement, the fees belonging to City per this Agreement shall immediately vest in and become the property of City. Licensee understands, accepts, and agrees to be responsible as a trustee for said monies until the same are delivered to City. Licensee also covenants to pay all compensation, damages, charges, and fees under this Agreement independent of any obligation of City.

Payments required by this Agreement shall be delivered through the Automated Clearing House ("ACH") or Electronic Fund Transfer ("EFT") systems. Instructions for payments are located at <https://www.denvergov.org/payments/dia/vendors>. All payments due under this Agreement shall be paid in lawful money of the United States of America. City may accept payment without prejudice to its right to recover the balance of said amount due and to pursue any other remedies in this Agreement or otherwise.

C. **Late Payment.** Without waiving any other right or action available to City, in the event Licensee is delinquent in the payment of fees hereunder or rightly due and owing for a period of five (5) business days after the payment is due, City reserves the right to charge Licensee interest thereon, from the date such fees became due to the date of payment, at the Federal Reserve Bank of New York prime rate in effect on the date the fees became due plus four percent (FRBNY prime +4%) or eighteen percent (18%) per annum, whichever is greater, to the maximum extent permitted by law.

4. **BOND ORDINANCE.** This License and the rights granted or conveyed hereby are in all respects subject and subordinate to any and all City bond ordinances applicable to Denver Municipal Airport System and to any other bond ordinances which should amend, supplement or replace such bond ordinances. The Parties to this License acknowledge and agree all property subject to this License which was financed by the net proceeds of tax-exempt bonds is owned

by City, and Licensee agrees not to take any action that would impair, or omit to take any action required to confirm, the treatment of such property as owned by City for purposes of Section 142(b) of the Internal Revenue Code of 1986, as amended. In particular, the Licensee agrees to make, and hereby makes, an irrevocable election (binding on itself and all successors in interest under this License) not to claim depreciation or an investment credit with respect to any property subject to this License which was financed by the net proceeds of tax-exempt bonds and shall execute such forms and take such other action as City may request in order to implement such election.

City, through the CEO, may from time to time, no more frequently than each anniversary date of this Agreement, at the CEO's sole discretion, and subject to the requirements of any outstanding bond ordinance pertaining to DEN, reestablish the fees provided for herein. City agrees such reestablishment shall be based on the cost of maintaining property, services, facilities, and operations of the Denver Municipal Airport System. If the CEO proposes any change in the schedule fees, City will give notice thereof to Licensee not less than ninety (90) days before the same is to become effective. Should the proposed fees result in an increase of more than five percent (5%) in the dollar amount of the fee paid by Licensee in the prior calendar year, then Licensee may decline to pay fees at the new rate(s). Licensee shall promptly advise the CEO (but in no event less than sixty (60) days prior to the proposed effective date of such schedule of rentals, fees and charges) of its intention to cancel and terminate this License. Upon such notice of intent to cancel and terminate, Licensee shall surrender operation of the License Property upon a date specified by the CEO but in no event less than one hundred twenty (120) days. Should Licensee fail to give such notice of cancellation and termination, then it shall be deemed to have accepted the new rate(s) of fees as promulgated by the CEO.

5. **CITY'S RIGHTS**. City shall retain all its rights to the use, occupancy, and ownership of the License Property, and such use, occupancy and ownership shall not be interfered with by the exercise of the rights granted hereunder during the Term, except to the extent interference shall be necessary for this installation, construction, inspection, maintenance, alteration, repair, replacement, operation and removal of said System. Licensee shall reimburse City for any damage resulting from such installation, construction, inspection, maintenance, alteration, repair, replacement, operation, and removal.

The privileges granted herein are subject to prior easements, rights of way and other matters affecting title. City specifically reserves for itself and other assignees of City, without limitation, the right to cross the License Property, the right to place equipment or other utilities above, across and within the License Property, and all rights which do not unreasonably interfere with Licensee's use of the License Property.

6. **RESTORATION DURING TERM**. Licensee agrees that after any maintenance, repair, replacement or removal of any of the System, Licensee shall restore the surface of City's property to the grade and condition it was in immediately prior to said construction, maintenance, repair, replacement or removal. Licensee also agrees to restore and repair any paving and fences which are damaged, modified or altered by Licensee during said construction, maintenance, repair, replacement or removal. Licensee further agrees to replace any topsoil remove from any areas on City's property, to reseed the disturbed area so as to prevent erosion, to restore landscaping, as nearly as reasonably possible, to its original condition, and to remove any excess earth resulting from said construction, maintenance, repair, replacement or removal, at Licensee's sole cost and expense. Licensee shall remove all Hazardous Materials, as defined below, from City's property, and shall otherwise comply with

the environmental provisions below as part of Licensee's restoration obligations hereunder.

7. **UTILITIES.**

A. Licensee understands and acknowledges City will not provide electrical power to or within Remote Site(s). Licensee agrees City shall not be liable or responsible for the quality or quantity of the wiring system or other utilities. Licensee shall be responsible for the costs of such utilities.

B. Licensee shall be responsible for and provide independent ventilation, heating, and air conditioning systems for the Cell Site(s), where applicable.

C. Licensee shall provide Sentinel metering for all Terminal Complex Site(s). City shall invoice licensee monthly for the electrical usage on a straight cost-recovery basis.

8. **RELOCATION.** Licensee agrees it will, at its own cost and expense, relocate said the System to a new location provided by City if such relocation is determined by the CEO to be necessary for City purposes. Licensee shall make such relocation within ninety (90) days and without cost to City after being given written notice to do so by the CEO. All terms and conditions of this License shall apply to the new location.

9. **OBSTRUCTIONS.** Licensee agrees no obstructions shall be cleared from the License Property without the prior written consent of the CEO.

10. **REQUIREMENTS BEFORE ACTIVITIES ON PROPERTY.**

A. **Coordination.** Licensee agrees to coordinate its work performed at DEN with the operational requirements of City, and all work movement of persons and equipment on areas used by aircraft shall be subject to regulations and restrictions established by City authorities. Licensee shall coordinate access and work performed under this License with City's Project Manager, or such other person as the CEO may designate. The Project Manager will provide the needed contact information to Licensee as soon as practicable after execution of this License. Access of people and equipment to the License Property shall be in accordance with instructions received from the Project Manager.

B. **Notice of Surface Activities.** For activities requiring surface access only, Licensee shall notify the Project Manager at least forty-eight (48) hours prior to the start of any work. City will provide any necessary instructions regarding access logistics within a reasonable time after Licensee gives such notice. No access fee is required for such activities.

C. **Notice and Payment for Intrusive Activities.** For activities requiring disturbance deeper than six (6) inches below the surface of the land (e.g., trenching, potholing, excavation, etc., collectively "**Intrusive Activities**"), Licensee shall notify the Project Manager at least three (3) weeks prior to the start date of the Intrusive Activity, and shall provide such information as the Project Manager may reasonably require. An Intrusive Activity access fee of fifteen hundred dollars (\$1500) shall be paid by Licensee to cover City's administrative costs. If Licensee performs or allows others to perform Intrusive Activities without the required notice or fee payment, the Parties agree the liquidated damages for such breach of this section shall be three thousand dollars (\$3000).

D. Permits; FAA Review and Approval. Licensee shall acquire all necessary federal, state, local, and City permits, and comply with all permit requirements, including but not limited to any required site access permits, FAA 7460s, or other approvals. Licensee understands activities involving vehicles, equipment, or other items taller than 20' may require FAA review and approval, and Licensee is responsible to allowing sufficient time for such review to occur.

11. **CONSTRUCTION BONDS.** Prior to the commencement of any construction work, Licensee's contractor shall deliver to City, and maintain in effect throughout the construction period, a construction performance and payment bond in a sum not less than one hundred percent (100%) of the construction contract price. Said bond shall guarantee prompt and faithful performance of the construction contract, including prompt payment by Licensee to its contractors and by Licensee's contractors to all persons supplying labor, materials, team hire, sustenance, provisions, provender, supplies, rental machinery, tools and equipment used directly or indirectly by the said contractor, subcontractor(s) and suppliers in the prosecution of the work provided for in said construction contract and shall protect City from any liability, losses or damages arising therefrom.

All bonds shall be issued by a surety company licensed to transact business in the State of Colorado and satisfactory to and approved by City and shall be in form and with conditions as provided in DEN's Development Guidelines, incorporated herein by reference. If a bond is executed by an attorney-in-fact of the surety, a power of attorney must be attached to the bond.

12. **INSURANCE.**

A. Licensee shall cause its contractors prior to performing work on DEN Property to obtain and keep in force insurance policies as described in City's form of insurance certificate, attached to this Agreement as **Exhibit C** and incorporated herein. The certificate specifies the minimum insurance requirements Licensee and any of its contractors must satisfy in order to perform work allowed under this Agreement on DEN Property. The original of such certificate shall be executed before a notary by the authorized party as specified on the certificate.

B. The insurance coverage forms specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of Licensee. Licensee shall maintain, at its own expense, any additional kinds and amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

C. The Parties waive any right of action they and/or their insurance carriers might have against each other (including their respective employees, officers, commissioners, or agents) for any Loss, to the extent such Loss is covered by any property insurance policy or policies maintained or required to be maintained pursuant to this Agreement and to the extent that such proceeds (which proceeds are free and clear of any interest of third parties) are received by the party claiming the Loss. Licensee also waives any right of action it and/or its insurance carrier might have against City (including its respective employees, officers, commissioners, or agents) for any Loss, whether or not such Loss is insured. If any of Licensee's applicable insurance policies do not allow the insured to waive the insurer's rights of subrogation prior to a Loss, Licensee shall cause it to be endorsed with a waiver of subrogation that allows the waivers of subrogation required by this Section.

C. The Parties hereto understand and agree the City and County of Denver, its officers, officials, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 to 120, or similar protections otherwise legally available to the City and County of Denver, its officers, officials, and employees.

13. **CHANGE OF GRADE.** City reserves unto itself the right to change the grade of the ground within or around the License Property, upon forty-five (45) days' notice to Licensee. Licensee waives any claim for damages which it may acquire or have against City arising out of any such change and assumes all costs which may result therefrom.

14. **NO OPEN CUT.** Licensee shall not, at any time, open cut or otherwise damage DEN roads, except Licensee may open cut the frontage roads and airport service roads in the event of an emergency situation, in which event Licensee shall as soon as possible notify City of said actions and shall, at Licensee's sole expense, repair any damage caused by such actions.

15. **INDEMNIFICATION.**

A. To the fullest extent permitted by law, Licensee hereby agrees to indemnify, and hold harmless City, its officials, agents, and employees against all liabilities, claims, judgments, suits, and/or demands for damages to persons or property to the extent caused by work performed under this License by Licensee or Licensee's agents, representatives, subcontractors, or suppliers, including worker's compensation claims, and/or its use or occupancy of any portion of DEN Property ("Claims"); provided, however, Licensee's obligation herein shall not apply to the extent said Claims result from any solely negligent or willful acts or omissions of City, its employees, officers, agents, and volunteers. This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify City.

B. In addition to the duty to indemnify and hold harmless, Licensee shall have the duty to defend City, its agents, employees, and officers from all liabilities, claims, expenses, losses, costs, fines, and damages (including but not limited to attorney's fees and court costs) and causes of action of every kind and character. The duty to defend under this Section is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Sponsor, City, and any indemnified party. The duty to defend arises immediately upon written presentation of a Claim to Licensee.

C. Licensee recognizes the broad nature of these indemnification, hold harmless, and duty to defend clauses, and voluntarily makes this covenant and expressly acknowledges the receipt of good and valuable consideration provided by City in support of this indemnification in accordance with the laws of the State of Colorado. This Section shall survive the termination of this Agreement. Compliance with insurance requirements under this Agreement shall not relieve Licensee of its liability or obligation to indemnify, hold harmless, and defend City as set forth in this Section.

16. **LIMITATION ON LIABILITY.** Licensee agrees no liability shall attach to City for any damages or losses incurred or claimed by Licensee or any other person or party on account of the construction or installation of the System by Licensee. Licensee agrees it shall not in any

way seek damages or make any claims against City for any interference or delay caused by construction in adjacent areas, travelers, other businesses or DEN operations, including without limitation damages or losses in the nature of delay damages, lost labor productivity, and impact damages.

17. **OPERATION AND MAINTENANCE.** Licensee shall maintain and operate the System in a safe and good condition. Licensee must comply with all conditions imposed by the CEO; provided, such conditions are consistent with all existing laws and regulations including those pertaining to the U.S. Department of Transportation and the Colorado Department of Transportation.

18. **ENVIRONMENTAL REQUIREMENTS.**

A. Licensee, in conducting any activity on the License Property, shall comply with all applicable Airport, local, state and federal rules, regulations, statutes, laws or orders including, but not limited to, requirements regarding the storage, use and disposal of hazardous materials, or any other substance. Licensee shall acquire all necessary federal, state, local and Airport permits and comply with all permit requirements. Any hazardous materials not normally used in Licensee's operations hereunder are barred from the License Property. Licensee shall identify all hazardous materials to be used at the License Property. For purposes of this License, hazardous materials shall mean any flammable, explosive or radioactive material or any substance defined as or included within the definition of "hazardous substance," "hazardous waste," "hazardous materials" or "toxic substances" under any applicable federal, state or local law or regulation. Licensee hereby specifically agrees to indemnify and hold City harmless from and against any and all claims, losses, liability, remedial action requirements, enforcement actions of any kind, or costs and expenses, including reasonable attorney fees, incurred in connection with or arising from Licensee's release of any hazardous materials on, under or emanating from the License Property solely as a result of Licensee's use or occupation of the License Property, or any activity undertaken by Licensee on or off the License Property in connection with cleanup, handling, treatment, transport or disposal of any hazardous materials on or emanating from the License Property solely as a result of Licensee's use or occupation of the License Property.

B. In the event of a release or threatened release of substance solely as a result of Licensee's use or occupancy of the License Property, or in the event any claim, demand, action or notice is made against the Licensee with regard to the Licensee's failure or alleged failure to comply with any requirement hereunder, Licensee immediately shall notify City in writing and shall provide City with copies of any written claims, demands, notices or actions so made. Licensee shall also undertake all actions necessary to remedy or remove any hazardous substance and any other contamination discovered on or under the License Property introduced by or affected by Licensee as is necessary to protect the public health and safety and the environment from actual or potential harm. This work shall be performed at Licensee's expense and City shall have the right to review and inspect all such work at any time using Licensee's and representatives of the City's choice. At City's request, Licensee shall further conduct all necessary and prudent surface and subsurface monitoring pertaining to Licensee's activities hereunder to ensure compliance with applicable laws, rules, regulations, and permits.

C. Licensee, at the request of City, shall make available for inspection and copying, upon reasonable notice and at reasonable times, any or all of the documents and materials that Licensee has prepared pursuant to any requirement hereunder or submitted to any

governmental or regulatory agency. If there is a requirement to file any notice or report of a release or threatened release of a substance on, under or about the License Property, Licensee shall provide a copy of such report or notice to the City upon City's request.

D. City shall have a right of access to the License Property and to any of the improvements thereon without prior notice to inspect the same to confirm that Licensee is using the License Property in accordance with this License. At City's request, Licensee shall conduct any further testing and analysis as is necessary to ascertain whether the Licensee complies with this License.

19. **TAXES. LICENSES. LIENS AND FEES.** Licensee agrees to promptly pay all taxes, excises, license fees and permit fees of whatever nature applicable to its operations hereunder and to take out and keep current all municipal, state or federal licenses required for the conduct of its business at and upon the License Property and further agrees not to permit any of said taxes, excises, license fees or permit fees to become delinquent. Licensee also agrees not to permit any mechanic's or materialman's or any other lien to become attached or be foreclosed upon the System, License Property or improvements thereto, or any part or parcel thereof, by reason of any work or labor performed or materials furnished by any mechanic or materialman for Licensee, as contractors or subcontractors. Licensee agrees to furnish to the CEO, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment by it of Social Security, unemployment insurance and worker's compensation insurance, and all required licenses and all taxes. Licensee further agrees to promptly pay when due all bills, debts and obligations incurred by it in connection with its operations hereunder and not to permit the same to become delinquent and to suffer no lien, mortgage, judgment or execution to be filed against the System, License Property or improvements thereon which will in any way impair the rights of City under this License.

20. **COMPLIANCE WITH ALL LAWS AND REGULATIONS.** Licensee agrees to comply with all applicable federal, state and local laws, regulations and guidelines, including without limitation DEN's Design Standards. Further, all general rules and regulations adopted by City or the CEO for the construction, management, operation and control of DEN, either promulgated by City on its own initiative or in compliance with regulations or actions of the Federal Aviation Administration or other authorized federal agency. Licensee and its contractors shall comply with all DEN and construction site access requirements, and shall obtain and pay for all required DEN site access permits and badges. Failure to comply will be grounds for City to suspend construction or deny access.

21. **FORCE MAJEURE.** Neither party hereto shall be liable to the other for any failure, delay or interruption in the performance of any of the terms, covenants or conditions of this License due to causes beyond the control of that party, including without limitation strikes, boycotts, labor disputes, embargoes, shortages or materials, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or any other circumstance for which such party is not responsible or which is not in its power to control, but in no event shall this paragraph be construed so as to allow Licensee to reduce or abate its obligation to pay the Fees herein.

22. **REQUIREMENTS OF WORK.** Licensee agrees to coordinate its work performed on DEN with the operational requirements of City, and all work movement of persons and

equipment on areas used by aircraft shall be subject to regulations and restrictions established by the DEN authorities.

23. **INSPECTION OF RECORDS**. Licensee agrees City and or its duly authorized representatives shall, until three (3) years after the expiration of this Agreement, have access to and the right to audit, examine and copy any directly pertinent documents, papers, and records of the Licensee strictly related to any work authorized under this Agreement.

24. **NO ASSIGNMENT**. Licensee covenants and agrees not to assign, pledge, or transfer its rights in this License without first obtaining the written consent of the CEO. Any attempt by Licensee to assign or in any way transfer its interests in this License, in whole or in part, without such prior written consent shall be at the option of the CEO automatically terminate this License and all rights of Licensee hereunder.

25. **NO WAIVER**. No failure of City to insist upon the strict performance of a term, covenant, or agreement contained in this Licensee shall be deemed or taken to be a waiver by City of any succeeding or other breach.

26. **FEDERAL AID PROVISIONS**. The Contractor agrees to comply with the provisions listed herein and those listed in **Appendixes A – 3**, incorporated herein by reference.

A. **General Civil Rights**. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal Assistance. This provision binds the Contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

B. **Federal Fair Labor Standards Act**. This Agreement incorporates by reference the provisions of 29 C.F.R. Part 201, the Federal Fair Labor Standards Act (“FLSA”), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Contractor agrees to incorporate by reference the provisions of FLSA in all contracts and subcontracts resulting from this Agreement. Contractor has full responsibility to monitor compliance to the referenced regulation. Contractor must address any claims or disputes arising from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

C. **Occupational Safety and Health Act**. This Agreement incorporates by reference the requirements of 29 C.F.R. Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and any subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 C.F.R. Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

Contractor covenants it will include the provisions of this section in every subcontract,

including procurements of materials and leases of equipment, unless exempt by the Federal Acts, Regulations and directives issued pursuant thereto. Contractor covenants it will take action with respect to any subcontract or procurement as City or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Contractor may request City to enter into any litigation to protect the interests of City. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

This License is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to City for DEN purposes, and the expenditure of federal funds for the extension, expansion or development of City's Municipal Airport System. The provisions of **the attached Appendixes** are incorporated herein by reference.

27. **PARAGRAPH HEADINGS.** The paragraph headings herein are for convenience in reference only and are not intended to define or limit the scope of any provision of this License.

28. **SECURITY.** Licensee shall cause its officers, contractors, agents and employees' to comply with any and all existing and future security regulations adopted by City, including DEN security regulations and regulations of the Federal Aviation Administration, including as they may be amended from time to time.

29. **THIRD PARTIES.** This License does not, and shall not be deemed or construed to, confer upon or grant to and third party or parties any right to claim damages or to bring any suit, action or other proceeding against either City or the Licensee because of any breach hereof or because of any of the terms, covenants, agreements and conditions herein.

30. **NOTICES.** All notices hereunder shall be given to the following by hand delivery or by certified mail, return receipt requested:

by Licensee to:	ATTN: Chief Executive Officer Department of Aviation Denver International DEN Airport Office Building, 9th Floor 8500 Peña Blvd. Denver, Colorado 80249-6340
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CC:	Revenue Management for Wireless Telecom Department of Aviation Denver International DEN Airport Office Building, 9th Floor 8500 Peña Blvd. Denver, Colorado 80249-6340
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by City to:	ATTN: SureWx Inc.
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8770 West Bryn Mawr Avenue
Suite 1300 #174
Chicago, IL, 60631-3515

Either party hereto may designate in writing from time to time the address of substitute or supplementary persons to receive such notices. The effective date of service of any such notice shall be the date such notice is deposited in the mail or hand-delivered to the CEO or Licensee.

31. **ADMINISTRATIVE HEARING; COLORADO LAW AND VENUE.**

A. **Administrative Hearing.** Licensee disputes of any decisions, determinations, or actions arising under or related to this License shall be resolved by administrative hearing, which shall be conducted in accordance with the procedures set forth in Denver Revised Municipal Code Section 5-17. The Parties hereto agree CEO's determination resulting from said administrative hearing shall be final, subject only to the right to file a request for reconsideration and/or appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

B. **Governing Law; Venue.** This License and performance hereunder shall be deemed to have been made in and shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any action that may be file in court shall be in the District Court in and for City and County of Denver.

32. **ENTIRE AGREEMENT.** The Parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes, or modifications, unless expressly reserved to the CEO herein, shall be valid unless executed by an instrument in writing by all the parties with the same formality as this License.

33. **SPECIFIC PERFORMANCE.** City shall have the right to specific performance or injunctive relief to enforce the terms and conditions of this License.

34. **NONDISCRIMINATION.** In connection with the performance of work under this License, Licensee agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, physical or mental disability, or gender variance, and Licensee further agrees to insert the foregoing provision in all subcontracts hereunder.

35. **DIVISION OF SMALL BUSINESS OPPORTUNITY ("DSBO").** Licensee agrees to comply with the Minority Business Enterprise ("MBE") and Women Business Enterprise ("WBE") requirements of Article III, Divisions 1 and 3 of Chapter 28 of the Denver Revised Municipal Code ("MBE/WBE Ordinance"), or applicable successor ordinance, to the extent the MBE/WBE Ordinance applies to Licensee's activities under this License. Licensee agrees to comply with rules and regulations issued by the Director of the DSBO, who may set goals for design and construction of the work permitted under this agreement in accordance with the MBE/WBE Ordinance. Licensee shall meet, or make a good faith effort to meet, any such goals.

36. **PROMPT PAY.** For all work on License Property, Licensee is subject to D.R.M.C. Section 20-112 wherein Grantee is to pay its subconsultants in a timely fashion. Any late payments are subject to a late payment penalty as provided for in the prompt pay ordinance (D.R.M.C. Sections 20-107 through 20-118).

37. **PREVAILING WAGE.** Licensee shall comply with Denver's Prevailing Wage Ordinance, D.R.M.C. Section 20-76 *et seq.*, to the extent such Ordinance applies to its activities on License Property. Licensee is prohibited from hiring any subcontractor to work on DEN Property that is currently debarred by City in accordance with D.R.M.C § 20-77.

38. **CITY'S EXECUTION OF LICENSE.** This License is expressly subject to, and shall not be or become effective or binding on City, until approved by City Council and full executed by all signatories of City and County of Denver.

[SIGNATURE PAGE, APPENDIXES, AND EXHIBITS FOLLOW]

Contract Control Number: PLANE-201631912-00

Contractor Name: SureWx Inc.

By: [Signature]

Name: BRIAN STACCO
(please print)

Title: EXEC VP SALES & BUSINESS DEVELOPMENT
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



APPENDIX A

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

NOTE: As used below the term "Contractor" shall mean and include Contractor, and the term "sponsor" shall mean the "City."

During the term of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations.** The Contractor will comply with the Title VI List of Pertinent Non-Discrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

2. **Nondiscrimination.** The Contractor, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, creed, color, national origin, or sex in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Agreement and the Acts and Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports.** The Contractor will provide all information and reports required by the Acts, Regulations, or directives issued pursuant thereto and will permit access to its books, records, accounts other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the sponsor or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of a Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the sponsor will impose such Contract sanctions as it or the FAA may determine to be appropriate including, but not limited to:

- a. Withholding of payments to the Contractor under this Agreement until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending this Agreement, in whole or in part.

6. **Incorporation of Provisions.** The Contractor will include the provisions of paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations or directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or

procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX C

STANDARD FEDERAL ASSURANCES AND NONDISCRIMINATION IN CONSTRUCTION, MAINTENANCE, OPERATION OF FACILITIES

As used below, the term “sponsor” will mean City.

Contractor, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as part of consideration hereof, does hereby covenant and agree, as a covenant running with the land that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a FAA activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Contractor will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities, as may be amended from time to time, such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. With respect to this Agreement, in the event of breach of any of the above Nondiscrimination covenants, sponsor will have the right to terminate this Agreement, and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Agreement had never been made or issued.

APPENDIX D

STANDARD FEDERAL ASSURANCES AND NONDISCRIMINATION IN CONSTRUCTION, USE, OR ACCESS TO FACILITES

As used below, the term “sponsor” will mean City.

- A. Contractor for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Contractor will use the Premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Authorities.
- B. With respect this Agreement, in the event of breach of any of the above nondiscrimination covenants, sponsor will have the right to terminate this Agreement and to enter, re-enter, and repossess said land and the facilities thereon, and hold the same as if this Agreement had never been made or issued.

APPENDIX E

TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES

As used below, the term "Contractor" will mean and include Contractor and the term "sponsor" will mean City.

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits' discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S. C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately

high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S. C. 1681 et seq).

APPENDIX 1

DISADVANTAGED BUSINESS ENTERPRISES- REQUIRED STATEMENTS

As used below, the term "Contractor" will mean and include Contractor and the term "sponsor" will mean City.

Contract Assurance (§ 26.13) – The Contractor or subcontractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted Contracts.

Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) – The prime Contractor agrees to pay each subcontractor under this prime Contract for satisfactory performance of its Contract no later than thirty (30) days from the receipt of each payment the prime Contractor receives from Contractor. The prime Contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the sponsor. This clause applies to both DBE and non-DBE subcontractors.

APPENDIX 2

ACDBE NONDISCRIMINATION AND ASSURANCE REQUIREMENTS

(1) This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations 49 CFR part 23. Contractor or Contract agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management Contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR part 23.

(2) The Contractor or Contractor agrees to include the above statements in any subsequent concession agreement or Contract covered by 49 CFR part 23, that it enters and cause those business to similarly include the statements in further agreements.

APPENDIX 3

ACDBE/DBE POLICY AND OBJECTIVE STATEMENTS:

This part 23 seeks to achieve several objectives:

- (a) To ensure nondiscrimination in the award and administration of opportunities for concessions by airports receiving DOT financial assistance;
- (b) To create a level playing field on which ACDBEs can compete fairly for opportunities for concessions;
- (c) To ensure that the Department's ACDBE program is narrowly tailored in accordance with applicable law;
- (d) To ensure that only firms that fully meet this part's eligibility standards are permitted to participate as ACDBEs;
- (e) To help remove barriers to the participation of ACDBEs in opportunities for concessions at airports receiving DOT financial assistance; and
- (f) To provide appropriate flexibility to airports receiving DOT financial assistance in establishing and providing opportunities for ACDBEs.

Policy Statement

Section 26.1, 26.23 Objectives/Policy Statement

City has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. City has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, City has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of City to ensure that DBEs are defined in part 26, have an equal opportunity to receive and participate in DOT -assisted Contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT- assisted Contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted Contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted Contracts;

6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.

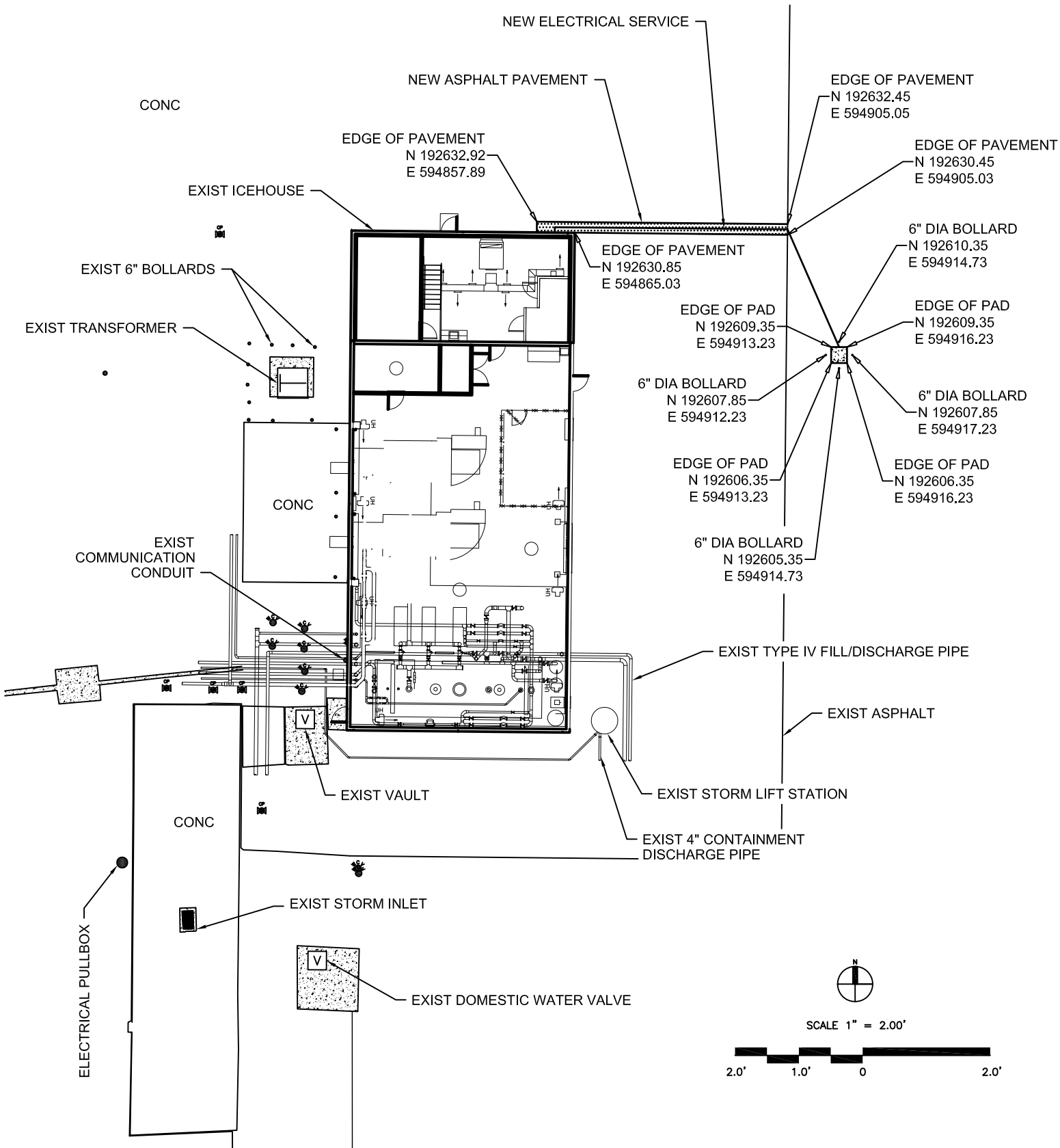
DSBO has been delegated as the DBE Liaison Officer. In that capacity, DSBO is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the sponsor in its financial assistance agreements with the Department of Transportation.

Sponsor has disseminated this policy statement to the City and County of Denver and all of the components of our organization. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT -assisted Contracts.

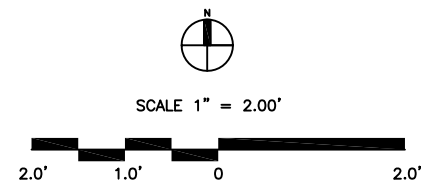
CHIEF EXECUTIVE OFFICER

DATE

Exhibit A



NOTE:
 This exhibit depicts only approximate dimensions and square footage of leased area based upon planning data and is not intended to show dimensions for construction details.



		REVISED	DEN Property Management	
			DENVER INTERNATIONAL AIRPORT	
			SureWX WEATHER STATION	
			CC#: swx	DATE: 11/21/16

Exhibit C

**CITY AND COUNTY OF DENVER
CERTIFICATE OF INSURANCE FOR DEPARTMENT OF AVIATION**

Original COI

Advice of Renewal

Change

Party to Whom this Certificate is Issued:

Name and Address of Insured:

CITY AND COUNTY OF DENVER
Manager of Aviation
Denver International Airport
8500 Peña Boulevard, Room 8810
Denver CO 80249

CONTRACT NAME & NUMBER TO WHICH THIS INSURANCE APPLIES: 2016319212 SureWx Inc. Weather System DEN

I. MANDATORY COVERAGE

Colorado Workers' Compensation and Employer Liability Coverage

Coverage: COLORADO Workers' Compensation

Minimum Limits of Liability (In Thousands)

WC Limits: \$100, \$500, \$100

And Employer's Liability Limits:

Any Policy issued under this section must contain, include or provide for the following:

1. All States Coverage or Colorado listed as a covered state for the Workers' Compensation
2. Waiver of Subrogation and Rights of Recovery against the City and County of Denver (the "City"), its officers, officials and employees.

Commercial General Liability Coverage

Coverage: Commercial General Liability (coverage at least as broad as that provided by ISO form CG0001 or equivalent)

Minimum Limits of Liability (In Thousands):

Each Occurrence:	\$1,000
General Aggregate Limit:	\$2,000
Products-Completed Operations Aggregate Limit:	\$2,000
Personal & Advertising Injury:	\$1,000
Fire Damage Legal - Any one fire	\$1,000

Any Policy issued under this section must contain, include or provide for the following:

1. City, its officers, officials and employees as additional insureds, per ISO form CG2010 and CG 2037 or equivalents.
2. Coverage for defense costs of additional insureds outside the limits of insurance, per CG0001.
3. Liability assumed under an Insured Contract (Contractual Liability).
4. The full limits of coverage must be dedicated to apply to this project/location, per ISO form CG2503 or equivalent.
5. Waiver of Subrogation and Rights of Recovery, per ISO form CG2404 or equivalent.
6. Separation of Insureds Provision required
7. General Aggregate Limit Applies Per: Policy ___ Project ___ Location ___, if applicable

Business Automobile Liability Coverage

Coverage: Business Automobile Liability (coverage at least as broad as ISO form CA0001)

Minimum Limits of Liability (In Thousands): Combined Single Limit \$1,000

Any Policy issued under this section must contain, include or provide for the following:

1. Symbol 1, coverage for any auto. If no autos are owned, Symbols 8 & 9, (Hired and Non-owned) auto liability.
2. If this contract involves the transport of hazardous cargo such as fuel, solvents or other hazardous materials may occur, then Broadened Pollution Endorsement, per ISO form CA 9948 or equivalent and MCS 90 are required.

II. ADDITIONAL COVERAGE

Umbrella Liability

Coverage:

Umbrella Liability, Non Restricted Area Minimum Limits of Liability (In Thousands)	Each Occurrence and aggregate	\$1,000
Umbrella Liability, Unescorted airside access Minimum Limits of Liability (In Thousands)	Each Occurrence and aggregate	\$9,000

Any Policy issued under this section must contain, include or provide for the following:

1. City, its officers, officials and employees as additional insureds.
2. Coverage in excess of, and at least as broad as, the primary policies in sections WC-1, CGL-1, and BAL-1.
3. **If operations include unescorted airside access at DIA, then a \$9 million Umbrella Limit is required.**

III. ADDITIONAL CONDITIONS

It is understood and agreed, for the benefit of the City, that the following additional conditions shall apply to all coverage specified herein

- All coverage provided herein shall be primary and any insurance maintained by the City shall be considered excess.
- With the exception of professional liability and auto liability, a Waiver of Subrogation and Rights of Recovery against the City, its officers, officials and employees is required for each coverage period.
- The City shall have the right to verify or confirm, at any time, all coverage, information or representations contained herein, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.
- Advice of renewal is required.
- All insurance companies issuing policies hereunder must carry at least an A -VI rating from A.M. Best Company or obtain a written waiver of this requirement from the City's Risk Administrator.
- Compliance with coverage requirement by equivalent herein must be approved in writing by the City's Risk Administrator prior to contract execution.
- No changes, modifications or interlineations on this Certificate of Insurance shall be allowed without the review and approval of the Risk Administrator prior to contract execution.

NOTICE OF CANCELLATION

It is understood and agreed that should any Policy issued hereunder be cancelled or non-renewed before the expiration date thereof, or sustain a material change in coverage adverse to the City, the issuing company or its authorized Agent shall give notice to the Department of Aviation in accordance with policy provisions.