

SOFTWARE LICENSE AND EQUIPMENT LEASE AGREEMENT

This Software License and Equipment Lease Agreement (“Agreement”) is made as of the 1st day of February 1, 2020 (“Effective Date”), by and between Av-Tech, Inc., an Illinois corporation, with its principal place of business at 2126 South Wolf Rd., Des Plaines, IL 60018 (“Licensor”) and Savannah Airport Commission, a Georgia corporation, having a principal place of business at 400 Airways Avenue, Savannah, GA 31408 (“Licensee”).

RECITALS

- A. Licensor has developed and is the owner of the entire right, title and interest in and to the software applications set forth on Schedule A hereto (hereinafter the “Software Products”) and to all Intellectual Property rights therein respectively (including but not limited to copyright).
- B. Licensee desires to obtain a license to use the Software Products pursuant to the terms and conditions of this Agreement.
- C. Licensor provides leased equipment with which its Products are used (“Equipment”), and Licensee at its option may lease such Equipment pursuant to the terms and conditions of this Agreement.

TERMS AND CONDITIONS

- 1. Grant of Rights in Software. Subject to the terms of this Agreement, Licensor grants to Licensee the right to use the Software Products at the business location SAV Airport hereto for the sole use of Licensee, its employees and contractors acting within the scope of their duties, from the date of delivery until the end of any applicable Term hereunder. Licensee may not transfer or sublicense the Software Products to any third party, in whole or in part, in any form, whether modified or unmodified.
- 2. Proprietary Notices. Licensee shall not knowingly permit its employees and contractors to remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software Products or output generated by the Licensed Software.
- 3. No Reverse Engineering. Licensee shall not, and shall not knowingly permit its employees and contractors to modify, reverse engineer, disassemble, or decompile the Software Products, or any portion thereof.

4. Equipment Lease. Licensor shall provide Licensee with the Equipment elected by Licensee, as set forth in Schedule B hereto. The leased Equipment is intended for Licensee's commercial use and is not intended for resale.
5. Use of Equipment. Licensee shall use the Equipment in a good and careful manner and in compliance with applicable operating instructions and all applicable laws and regulations, including without limitation all applicable environmental laws and regulations, and for no purpose other than that for which such Equipment was designed.
6. Term.
 - a. Initial and Renewal Term(s). The initial term ("Initial Term") of this Agreement shall be for twenty-four (24) months, unless otherwise stated in Schedule B from the Effective Date and shall automatically renew for successive one-year terms (each a "Term") unless terminated by either party by written notice sent at least sixty (60) days before the end of the then current Term.
7. Termination.
 - a. If Licensee fails to make any payment due hereunder, Licensor shall have the right to terminate this Agreement upon ten (10) business days written notice, unless Licensee makes such payments within said ten (10) day notice period. If payments are not made, Licensor may immediately terminate this Agreement at the end of said ten (10) day period. Licensee shall be entitled to only one such cure period in a calendar year; for a second failure to make payment on time, Licensor shall have the right to terminate this Agreement immediately upon written notice.
 - b. Licensor shall have the right to terminate this Agreement immediately upon written notice to Licensee with no further notice obligation or opportunity to cure if Licensee: (i) shall become insolvent; (ii) shall make an assignment for the benefit of creditors; or (iii) or shall have a petition in bankruptcy filed for or against it.
 - c. If either party defaults in the performance of any of its obligations under this Agreement (other than those of Licensee covered by the provisions of Section 7 a and b), and if such default has not been cured within thirty (30) days after notice from the non-defaulting party in writing of such default, the non-defaulting party may immediately terminate this Agreement.
 - d. Upon the expiration or termination of this Agreement for any reason, Licensee shall cease use of Software Products and Equipment.

- e. Upon termination (by expiration or otherwise) of this Agreement Licensee shall, at Licensee's sole cost and expense return the Equipment and Software Products to Licensor in the same operating order, repair, condition and appearance as when received, except for normal depreciation and wear and tear, to such address within the continental United States as directed by Licensor.

8. Payments.

- a. Licensee shall pay to Licensor the amounts set forth in Schedule C for the Initial Term.
- b. Licensee shall pay Licensor the monthly fees, by check or wire transfer, net 30 days from the invoice date.
- c. Licensor may, in its discretion, increase the fees set forth on Schedule C for any next Renewal Term, by up to 10%, upon written notice to Licensee at least 90 days prior to the end of the then existing Term.

9. Software Product Support. Licensor will provide to Licensee the following support with respect to the Software Products and Equipment:

- a. If Licensee notifies Licensor of a substantial program error respecting the Software Products, or Licensor has reason to believe that error exists in the Software Product and so notifies Licensee, Licensor shall at its expense verify and attempt to correct such error within thirty (30) working days after the date of notification. If Licensee is not satisfied with the correction, then Licensee may terminate this Agreement, but without refund of any amount paid to Licensor or release of any amounts due Licensor at the time of termination.
- b. In the case that Licensee has technical questions regarding the use of the Software Product, Licensee may submit those questions to Licensor through Licensor's telephonic support line.

10. Equipment Maintenance. If Licensee has elected on Schedule B hereto to have Equipment maintenance provided by Licensor under this Agreement, Licensor will provide the following maintenance support:

- a. Should Licensee notify Licensor of a defect in any Equipment and returns such Equipment to Licensor, Licensor shall provide Licensee with a repaired or

replacement item of Equipment within three (3) business days of the receipt of the returned item.

- b. Licensor is not responsible for repairing or replacing Equipment found to have been damaged intentionally or which has been lost by or stolen from Licensee. If any Equipment is lost, stolen, destroyed or so damaged that in Licensor's opinion it cannot be economically repaired (a "Total Loss") Licensee will pay for the replacement of the Equipment, but in respect of any other damage which is not a Total Loss Licensee will pay for the costs of repairing and restoring the Equipment to good working order. Unless otherwise agreed by Licensor, Licensee shall continue to pay all fees in full while any Equipment is being repaired and is not entitled to any credit or refund.
11. Risk of Loss. Licensee hereby assumes and bears the entire risk of loss, theft, or intentional damage to or destruction of the Equipment during the Term of this Agreement. No such event shall relieve Licensee from its obligation to perform any of its obligations or pay any sums payable by Licensor under this Agreement. In the event of loss or damage to any Equipment, Licensee shall immediately give notice thereof to Lessor and Licensee shall pay to Licensor within thirty (30) days after such loss or damage an amount equal to Licensor's cost for replacing the items of Equipment that were the subject of the loss, theft, damage or destruction.
12. NO ASSIGNMENT BY LICENSEE. LICENSEE SHALL NOT TRANSFER, SELL, ASSIGN, SUBLET, SUBLICENSE, PLEDGE OR OTHERWISE DISPOSE OF, ENCUMBER OR SUFFER A LIEN OR ENCUMBRANCE UPON OR AGAINST THE EQUIPMENT.
13. Licensee Indemnity. Except as set forth in Section 17 of this Agreement, Licensee shall and does hereby agree to defend, indemnify and hold Licensor harmless from and against any and all claims, costs, expenses, damages and liabilities, including reasonable attorneys' fees, arising out of or pertaining to Licensee's lease, possession, ownership, licensing, operation, control, use, maintenance, delivery or return of the Equipment and Software Products. Licensor may, at its option and at its sole expense, participate in any such action with counsel of its own choice. The provisions of this Section shall survive any expiration or other termination of this Agreement.
14. WARRANTY DISCLAIMER. Licensor licenses, and Licensee accepts, the Software Programs "AS IS." Licensor provides no warranties as to the function or use of the Software Products, whether express, implied, or statutory, including, without limitation, any implied warranties of merchantability or fitness for particular purpose. Licensor does not warrant

that the functions contained in the Software Products will meet Licensee's requirements or that the operation of the Software Products will be uninterrupted or error free.

15. LIMITATION OF LIABILITY. LICENSOR'S LIABILITY TO LICENSEE UNDER ANY PROVISIONS OF THIS AGREEMENT FOR DAMAGES FINALLY AWARDED SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID HEREUNDER BY LICENSEE TO LICENSOR. IN NO EVENT SHALL LICENSOR BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOSS OF PROFITS OR INTERRUPTION OF BUSINESS, HOWEVER CAUSED OR ON ANY THEORY OF LIABILITY.
16. Licensor Indemnity for Infringement. Licensor shall indemnify, hold harmless and defend Licensee against any claims or action brought against Licensee to the extent that such action is based on a claim that the Software Products infringe a United States or foreign copyright or patent and Licensor shall pay all expenses, costs, settlements and damages finally awarded related to such claims or actions; provided, that Licensee promptly notifies Licensor in writing of any claim, gives Licensor sole control of the defense and settlement thereof and provides all reasonable assistance in connection therewith at Licensor's cost. If any Software Product is finally adjudged to so infringe, or in Licensor's sole opinion is likely to become the subject of such a claim, Licensor may, at its option, either: (i) procure for Licensee the right to continue using the Software Product or (ii) modify or replace the Software Product to make it non-infringing. THE FOREGOING STATES THE ENTIRE LIABILITY OF LICENSOR AND THE EXCLUSIVE REMEDY OF LICENSEE RELATING TO INFRINGEMENT OR CLAIMS OF INFRINGEMENT OF ANY COPYRIGHT, PATENT OR OTHER PROPRIETARY RIGHT IN THE SOFTWARE PRODUCT.
17. Assignment. This Agreement will be binding upon and will inure to the benefit of Licensor and Licensee and their respective assigns and successors in interest. This Agreement may be assigned by Licensor at its discretion. This Agreement may not be assigned by Licensee without prior written approval and consent by Licensor.
18. Governing Law and Jurisdiction. This Agreement will be deemed to be subject to, and have been made under, and will be construed and interpreted in accordance with the laws of the State of Illinois and the United States of America, without regard to its conflicts of law principles. Licensee consents to personal jurisdiction within the State of Illinois for any legal action necessary to enforce any provision of this Agreement.
19. Independent Contractors. The Parties hereby acknowledge and agree that each is an independent contractor and that neither Party will be considered to be the agent,

representative, master or servant of the other Party for any purpose whatsoever, and that neither Party has any authority to enter into a contract, to assume any obligation or to give warranties or representations on behalf of the other Party. Nothing in this relationship will be construed to create a relationship of joint venture, partnership, fiduciary or other similar relationship between the Parties.

20. Severability. Should any part or provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining provisions will not be affected by such holding. In the event a part or provision of this Agreement is held unenforceable or in conflict with law affects consideration to either Party, the Parties agree to negotiate in good faith amendment of such part or provision in a manner consistent with the intention of the Parties as expressed in this Agreement.

21. Force Majeure. Neither Party will be responsible or liable to the other Party for nonperformance or delay in performance of any terms or conditions of this Agreement due to acts or occurrences beyond the control of the nonperforming or delayed Party including, but not limited to, acts of God, acts of government, terrorism, wars, riots, strikes or other labor disputes, shortages of labor or materials, fires and floods, provided the nonperforming or delayed Party provides to the other Party written notice of the existence of and the reason for such nonperformance or delay.

22. Amendment. This Agreement may only be amended by a signed written agreement between authorized representatives of the Parties which specifically references this Agreement.

23. Entire Agreement. The terms and conditions herein constitute the entire agreement between the Parties and will supersede all previous agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof. No agreement or understanding bearing on this Agreement will be binding upon either Party unless it is in writing and signed by the duly authorized officer or representative of each of the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Av-Tech, Inc.

Savannah Airport Commission

Name:

Title:

Date:

Name:

Title:

Date:

SCHEDULE A – SOFTWARE PRODUCTS

AvTech Connect SSR Management Application

Includes:

All live airline SSR data feeds when available

FLIFO data when available

Mobile application for Service agents includes:

- Open Calls Module
- My Services Module
- Transfer of passenger from one agent to another
- Boarding pass scanning
- Lead Mode for selected agents
- White Board for arrivals module
- Passenger satisfaction survey
- UMNR (Unaccompanied Minor Module)

Dispatch Console

- Operation overview including employees, past calls, calls in progress, and future calls
- Dashboard
- Research function
- Standard Reports
- UMNR (Unaccompanied Minor Module)

SCHEDULE B – LICENSED BUSINESS LOCATION

Location: SAV Airport

Invoice should be emailed to: _____

Attention to: _____

Effective Date of License for this location: TBD

15 Licensing fees

LEASED EQUIPMENT FOR THIS BUSINESS LOCATION

| Equipment Pricing | |
|---|-------------|
| Ipad includes cellular, case, pouch, maintenance plan | \$75.00/mo. |
| Samsung Galaxy Tab A includes cellular, case, pouch, maintenance plan | \$61.45/mo. |
| L.E. Bluetooth Beacon (includes basic install if onsite) | \$75.00/ea. |
| L.E. Bluetooth Beacon Maintenance (Per beacon per year) | \$25.00/ea. |

Monthly Costs:

15 Licensing fees @ 95.00 = \$1,425.00

15 Mobile Devices @ \$61.45 = \$921.75

One-Time Costs:

Setup, training, and Support = \$2,500.00

Beacons 32 @ \$75.00 = \$2,400.00

Beacon maintenance = optional

Agreed and Accepted:

Av-Tech, Inc.

Savannah Airport Commission

Name:

Name:

Title:

Title:

Date:

Date:

SCHEDULE C – PAYMENT SCHEDULE

LICENSING FEES (*volumes are based on total licenses throughout company and not individual markets*)

| Number of Units | Monthly Licensing Fee Per |
|-----------------|---------------------------|
| 10 - 50 | \$95.00 |

Market Setup, Training, Support, Travel:

| | |
|---|------------------------------|
| Setup, Training, Support per launch | \$2,500.00 plus travel |
| Additional in-market training or support after the initial onsite | \$500.00 per day plus travel |

Ad Hoc Fees:

| |
|---|
| <p>Programming Fees:</p> <p>Any programming requested in writing by Licensee authorized representative may be undertaken by or on behalf of the Licensor at the rate of \$200.00 per hour</p> |
| <p>Report Fees:</p> <p>Standard reports are inclusive with this agreement and usually cover all needed business situations. In the case that Licensee requests customized reporting, Licensor will create on behalf of Licensee at an hourly rate of \$100.00 (min. 2 hours).</p> |