



SKIDATA PROPOSAL

ISSUE DATE: 04/17/2024

VALID UNTIL: 05/31/2024

PROJECT INFORMATION			
PROJECT NAME:	OKLAHOMA CITY AIRPORT - SWEB MOBILE PAY	SKIDATA CONTACT:	RON MACHON
ACCOUNT NAME:	OKLAHOMA CITY AIRPORT	PHONE NUMBER:	310-365-9690
PROPOSAL #:	276935	E-MAIL ADDRESS:	RON.MACHON@SKIDATA.COM



PROJECT LOCATION	BILL TO INFORMATION
OKLAHOMA CITY AIRPORT 7100 TERMINAL DR OKLAHOMA, OKLAHOMA 73159	OKLAHOMA CITY AIRPORT 7100 TERMINAL DR OKLAHOMA, OKLAHOMA 73159

SOLUTION SUMMARY
EXISTING SITE OKLAHOMA CITY AIRPORT - SWEB MOBILE PAY.

INVESTMENT SUMMARY			
EQUIPMENT:	\$ 0		
SOFTWARE:	\$ 2,952	PROJECT DATES	
LABOR:	\$ 900	YOUR DESIRED GO-LIVE	*7/28/2024
FREIGHT:	\$ 0		
FREIGHT SURCHARGE:	\$ 0		
ESTIMATED SALES TAX:	\$ 0		
ESTIMATED LABOR TAX:	\$ 0		
ESTIMATED FREIGHT TAX:	\$ 0		
ANNUAL LICENSING FEES INCLUDED:	\$ 0		
SUB-CONTRACTED TOTAL:	\$ 0		
WAGE OR INSURANCE PREMIUMS:	\$ 0		
PROJECT SERVICES:	\$ 300		
TOTAL SYSTEM INVESTMENT:	\$ 4,152		

PAYMENT SCHEDULES OF VALUES			
#	PAYMENT DESCRIPTION	%	\$ AMOUNT
1	DEPOSIT CHECK - REQUIRED ALONG WITH SIGNED AGREEMENT TO INITIATE THE PROJECT	50%	\$ 2,076
2	FINAL PAYMENT - UPON SUBSTANTIAL COMPLETION A FINAL INVOICE WILL BE ISSUED	50%	\$ 2,076



PROPOSAL STATEMENT OF WORK

SCOPE OF WORK:

1. SKIDATA WILL PROVIDE AND CONFIGURE SWEB MOBILE PAY FOR OKLAHOMA CITY AIRPORT.
2. THIS WILL INCLUDE:
 - 2.1. SWEB MOBILE PAY:
 - 2.1.1. USERS SCAN THE QR CODE ON THE SHORT-TERM PARKING TICKET AND CAN PAY FOR IT DIRECTLY WITH THEIR SMARTPHONE - NO APP, NO REGISTRATION. - AN AGREEMENT FOR CREDIT CARD PROCESSING WITH ADEN OR WINDCAVE IS REQUIRED.

CURRENT CONFIGURATION:

- FACILITY ID: 1751486
- VERSION: 14

SOFTWARE:

- SWEB MOBILEPAY | SETUP - V11 TO V14 SITE
- SWEB INTERFACE 'ERECEIPT' | FACILITY ACTIVATION

MISC:

- INSTALLATION: 6 HOURS
- TRAINING: 1 HOURS
- PROJECT MANAGEMENT: 1 HOURS

SITE LOCATION SUMMARY

#	LOCATIONS	INVESTMENT	ENTRY BARRIER	EXIT BARRIER	POWER \ LITE ENTRY	ACCESS ENTRY	POWER EXIT	ACCESS EXIT	LPR CAMERA	EXIT CASHIER	CASH POF	CREDIT CARD POF	LED SIGNS	SPACE SENSORS	SERVER / WORKSTATION
1	SOFTWARE	\$ 3,852	0	0	0	0	0	0	0	0	0	0	0	0	0
2	SCOPE	\$ 0	0	0	0	0	0	0	0	0	0	0	0	0	0
SITE LOCATION TOTAL		3,852	0	0	0	0	0	0	0	0	0	0	0	0	0
PROJECT SERVICES		\$ 300													




SCOPE OF WORK & RESPONSIBILITIES






#	LABOR & PROFESSIONAL SERVICES	SCOPE RESPONSIBILITY
1	FINAL SYSTEM TESTING AND CHECKOUT.	SKIDATA
2	CUSTOMER TO SET-UP AN E-COMMERCE MERCHANT ACCOUNT WITH WINDCAVE. WINDCAVE FEES WILL APPLY FOR EACH SUCCESSFUL TRANSACTION. ALL FEES WILL BE BETWEEN WINDCAVE AND CUSTOMER DIRECTLY	CUSTOMER
3	SWEB MOBILE PAY ALLOWS FOR CUSTOMERS TO PAY VIA PERSONAL MOBILE DEVICE. VALIDATIONS ACCEPTED FOR USE ARE SWEB VALIDATE VALIDATED TICKETS. THERMAL AND CHASER TICKETS VALIDATION DO NOT WORK.	CLARIFICATIONS
4	SKIDATA'S SWEB SERVICES ARE INTEGRATED WITH SKIDATA'S PARKING.LOGIC SOFTWARE. SITE'S PARKING.LOGIC MUST BE ON A SUPPORTED VERSION FOR PROPER SUPPORT, MAINTENANCE & FUNCTIONALITY OF THE SWEB SERVICES	CLARIFICATIONS
5		
6	NO LIQUIDATED DAMAGES	EXCLUSIONS
7	NO BONDS	EXCLUSIONS
8	NO PREVAILING WAGE REQUIREMENTS	EXCLUSIONS
9	NO UNION LABOR	EXCLUSIONS
10	WORK PERFORMED OUTSIDE OF STANDARD BUSINESS HOURS IS EXCLUDED. OVERTIME WORK WILL RESULT IN A CHANGE ORDER.	EXCLUSIONS

LOCATION: SOFTWARE

SYSTEM COMPONENTS

#	BUNDLE NAME	UNIT PRICE	QTY	EXTENDED PRICE
1	 SWEB MOBILE PAY USERS SCAN THE QR CODE ON THE SHORT-TERM PARKING TICKET AND CAN PAY FOR IT DIRECTLY WITH THEIR SMARTPHONE - NO APP, NO REGISTRATION. - AN AGREEMENT FOR CREDIT CARD PROCESSING WITH PLANET OR WINDCAVE IS REQUIRED.	\$2,952.18	1	\$ 2,952



PROJECT SERVICES		
#	PROJECT SERVICE NAME	TOTAL PRICE
1	 COMMISSIONING	\$ 0
2	 ADDITIONAL INSTALLATION	\$ 0
3	 PROJECT MANAGEMENT	\$ 150
4	 TRAINING	\$ 150
5	 CUSTOM SOLUTION	\$ 0



This Proposal is subject to the Terms and Conditions attached to this Proposal and is effective on the last date of signature (“Effective Date”). If this Proposal is not signed within thirty (30) calendar days from the date on the cover page, all pricing, service terms, project dates are subject to change and/or rescoping.

AGREED

DS
alt

SIGNATURE:	Jeff Mulder	Digitally signed by Jeff Mulder Date: 2024.04.18 13:58:04 -05'00'	SIGNATURE:	<div>DocuSigned by: Damon Kessler CDF91EF00020490...</div>
PRINTED NAME:			PRINTED NAME:	Damon Kessler
TITLE:			TITLE:	Vice President - Sales & Marketing
ORGANIZATION:			ORGANIZATION:	SKIDATA, INC
DATE SIGNED:			DATE SIGNED:	April 17, 2024

CUSTOMER ACCOUNT INFORMATION FORM

Name of Parking Facility: _____

Bill To:

Legal Entity Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____-

Bus. Phone: _____ Cell Phone: _____

A/P Contact: _____

A/P Phone: _____ E-mail: _____

Are you a Municipal, State, or Federal Government-Owned Corporation? ☐ Yes ☐ No

Are you Tax Exempt? ☐ Yes ☐ No | If Yes, please provide Certificate of Exemption.

Business Entity Type: (Please select all that apply)

☐ Owner ☐ Property Manager ☐ Car Park Operator

☐ General Contractor ☐ Other: _____

Preferred Contact Method: ☐ Business Phone ☐ Cell Phone ☐ Mail ☐ E-mail

Preferred Invoice Delivery Method: ☐ Mail ☐ E-mail

Ship To: ☐ (If Same as Billing Address)

Location Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____-

Shipping Contact: _____

Shipping Phone: _____ E-mail: _____

If the Parking Facility's location is different than the Shipping Address, please provide the Facility Location:

Facility Location: ☐ (If Same as Shipping Address)

Location Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____-

Please Note: All fields are required. We will not be able to process your contract with incomplete information.

X

Customer Representative

Date

Title

Please Return Completed Form to:
ar.us@skidata.com

For Questions, Please Contact:
 John Allen Stokes II | Contract Administrator
US_AR.Contracts@skidata.com | 818.538.2144

Terms and Conditions

These terms can be found at <https://www.skidata.com/en-us/gtc>

0. Scope. These Terms and Conditions ("**Terms**") apply to the software both embedded in the hardware and standalone ("**Product**") listed in the attached Proposal and the installation of the Product ("**Services**") between SKIDATA, Inc., (or "**Seller**") and Counterparty ("**Customer**"), each a "**Party**", collectively the "**Parties**".

1. Solution Subscription (if applicable). In addition to these Terms, for reoccurring subscriptions to the embedded software, Customer is bound by the Solution Subscription Conditions listed at <https://www.skidata.com/en-us/gtc> the entirety of which is incorporated by reference in full.

2. Prices and Payment. Customer shall pay Seller for the Products and Services by paying all invoiced amounts in U.S. dollars, without set-off for any payment from Seller not due under these Terms, within forty-five (45) days from the invoice date. Recurring payments are due in advance on the fifth (5th) day of the agreed invoicing period (e.g. month, quarter, year). Customer agrees to pay a twenty-five (\$25) USD late charge for any payments made after the due date. All reoccurring fees payable hereunder will be subject to upward adjustment on January 1st of the year succeeding the Effective Date by an amount proportionate to inflation for the preceding twelve (12) month period. The adjustment shall be based on the percentage change in the index known as the Consumer Price Index (CPI) for all Urban Consumers, U.S. city average, all expenditures except food and energy, as published by the United States Bureau of Labor Statistics.

3. Software License, Warranty, Remedies and Disclaimers.

3.1 Customer or Customer's end-user is granted a non-exclusive, non-transferable, non-sublicensable, limited right to use the software unlimited in time. Even if software is made available to the Customer or Customer's end-user on a CD or any other physical data carrier, Seller shall remain the Customer of the software and all trademarks, copyrights, patents, trade secrets and other Intellectual Property Rights (as defined in section 10) relating thereto. The source code shall not be part of these Terms.

3.2 Software updates, service packs, hot fixes, and patches (collectively, "**Updates**") may be provided to the Customer, as such are available to comply with the applicable laws, regulations and/or compatibility requirements, including but not limited to security-related and operational standards developed by ISO or the PCI Security Standards Council, LLC. In addition, software upgrades including new releases or versions of software (collectively, "**Upgrades**") may be provided to the Customer, as such are available. The Customer acknowledges that, according to the respective release planning, older versions of software may no longer be supported after the expiry of a certain period. Seller is not required to provide Updates and/or Upgrades. Costs for installation of Updates and Upgrades shall be borne by the Customer or Customer's end-user and are not included in the license fee, unless the Customer has entered into a Solution Subscription Agreement with Seller. Updates and Upgrades may alter the system requirements and it may be necessary to install the respective predecessor Updates/Upgrades, third-party components and additional or altered hardware. Respective costs shall be borne by the Customer and are not included in the license fee. Nothing in these Terms require Customer to install Updates or Upgrades but Seller recommends their immediate installation. In case of non-installation of offered Updates or Upgrades, this could possibly endanger the security and operability of software and related systems and even infringe third-party licenses or laws; all consequences of non-installation are at the sole risk of the Customer. Warranty claims regarding systems related to the software will automatically become void. The Customer acknowledges and agrees that Seller is not liable for damages resulting from the non-installation of Updates and Upgrades.

3.3 The Customer is solely responsible for performing a backup of files and data before installing any Updates and Upgrades. Therefore, Seller is not liable for lost files, information or data and related damages. Seller and persons authorized by Seller are entitled to execute an audit by examining the systems, computers, books, records, and accounting records of the Customer during normal business hours as far as they are connected to software provided under these Terms.

3.4 Without the written consent of Seller the Customer must not himself or allow any third party to: (a) reverse engineer, decompile, disassemble or otherwise reduce the software to any human perceivable form; (b) modify, adapt, translate or create derivative works based upon the software, the written materials accompanying the software, or any part thereof; (c) combine the software with any kind of open-source- software; (d) remove or manipulate copyright notices and other signs on the software copies; (e) use or permit the software to be used to perform services for third-parties; or (f) make or use any copies of the software, even if the software has been merged or included with other software, or any accompanying materials for any purpose other than as provided in these Conditions. If the Customer creates a back-up copy in accordance with these Conditions, the Customer shall include all copyright notices and/or proprietary notices that are affixed to or appearing in the original copy.

3.5 The use of the software may require third party components and/or other system requirements to work properly. The corresponding requirements are described in the documentation for the respective product. These third-party components may be supplemented or modified by Seller at its sole discretion. Customer is responsible for obtaining, installing, maintaining, and operating any third-party components. For third-party components, additional terms and conditions may apply, and use of third-party components is at the risk of the Customer. Seller is not liable for damages or losses caused by third party components, and all costs and fees for third party components shall be borne by the Customer.

3.6 Software, either stand-alone or embedded in the Product, is provided by Seller "as-is" and "with all faults." Seller makes no representations or warranties of any kind concerning the safety, suitability, inaccuracies, typographical errors, or other harmful components of this Software. The only warranty that applies is that the software has the functionalities and characteristics described in the product description provided that the system requirements are fulfilled. The warranty period shall be six (6) months and begins at the time of delivery. It is technically impossible to produce software that is absolutely free of any defect. The Customer knows and accepts this risk. Minor defects not impairing essential functions of the software therefore do not have to be corrected under the warranty. Seller fulfils its warranty obligation within a reasonable period of time in its sole discretion either by rectification or a substitute delivery of the defective software or by granting a price reduction which is Customer's sole and exclusive remedy and Seller's only liability with respect to defective software. For warranty repairs at the Customer's or Customer's end-user's premises, the Customer will make available free of charge to Seller resources and employees as required by Seller. Defects which are not within the responsibility of Seller are excluded from warranty and especially applies to defects from materials or software provided by the Customer. The warranty shall lapse if the Customer or any third-party effects any changes to the software that are not authorized by Seller in writing. The Customer shall only be entitled to make warranty claims after full payment of the agreed price. In addition, any warranty shall be excluded in case of damage caused by third party acts, atmospheric discharge, instable networks and chemical influences or force majeure. SELLER DISCLAIMS ANY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE SOFTWARE AND ACCOMPANYING DOCUMENTATION, IF ANY, PROVIDED HEREUNDER IS PROVIDED "AS IS".

4. Installation Services, Warranties, Remedies and Disclaimers.

4.1 Customer is solely responsible for any necessary permits from public authorities or other third parties required before Seller provides any Services. Seller is under no obligation to perform any Services until such permits are in place.

4.2 Seller warrants that for any installation services (Services), those Services will be performed in a (i) workmanlike and professional manner consistent with generally accepted industry standards, and (ii) conform to the written specifications of the agreed upon written specifications for six (6) months from completion. Customer's sole and exclusive remedy and Seller's entire liability with respect to the Services warranty in this Section 7 will be, at Seller's option, to either (a) use its reasonable commercial efforts to re-perform any non-conforming Services not in substantial compliance with this warranty or (b) refund amounts paid by Customer related to the portion of the Services not in substantial compliance. In each situation (a) or (b), Customer must notify Seller in writing within thirty (30) calendar days after performance of the applicable Services. Any warranty provided by Seller under this Section is void if an event outside the control of Seller impacts the Services or the Services are in anyway changed, unless Seller pre-approves in writing of the changes. SELLER MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS, WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY STATUTORY, EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR OTHERWISE.

5. Limitation of Liability. EXCLUDING CLAIMS FOR PERSONAL INJURY OR DEATH AND A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THESE TERMS, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF REVENUE OR INCOME, LOSS OF OR USE OF DATA, OPERATIONAL EFFICIENCY, LOSS OF CUSTOMERS OR INFORMATION, ARISING UNDER THESE TERMS REGARDLESS OF THE FORM OF ACTION OR THEORY OF RELIEF, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCLUDING CLAIMS FOR PERSONAL INJURY OR DEATH AND A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THESE TERMS, ANY LIABILITY FOR DIRECT DAMAGES ARISING UNDER THESE TERMS, REGARDLESS OF THE FORM OF ACTION OR THEORY OF RELIEF, IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCT OR IN THE CASE OF A SERVICES, THE TOTAL AMOUNT PAID OR TO BE PAID FOR THE SERVICES THAT GIVES RISE TO THE CLAIM UNDER THESE TERMS.

6. Intellectual Property Infringement.

6.1 Seller will indemnify, defend and hold harmless Customer, its officers, directors, employees, agents, affiliates, and end-users from and against any third-party claims ("**Claim(s)**") that any Seller manufactured Product provided to Customer under these Terms infringes any patent, copyright, trademark or trade secret provided that Customer (a) promptly notifies Seller in writing of the Claim, (b) makes no admission of liability and does not take any position adverse to Seller, (c) gives Seller sole authority to control the defense and settlement of the Claim, and (d) provides Seller full disclosure and reasonable assistance as required to defend the Claim. In the event the Product may in Seller's reasonable opinion to be infringing, Seller at its option and own expense may do the following: (i) secure for Customer the right to continue the use of the alleged infringing item, (ii) replace the alleged infringing item with a substantially equivalent non-infringing item, or (iii) modify the alleged infringing item to be non-infringing. In the event Seller is unable to perform the options previously listed (i) through (iii), Customer will then return the deliverable to Seller and Seller will refund Customer the amount paid for such item. THIS INFRINGEMENT SECTION IS SELLER'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO CUSTOMER'S INABILITY TO USE THE DELIVERABLE OR ANY PORTION OF THE PRODUCT DUE TO ANY INFRINGEMENT OR CLAIM OF INFRINGEMENT.

6.2 Seller will have no indemnification obligations where: (a) any Product was in accordance with Customer's or Customer's end-user's sole design or specifications, (b) Customer or Customer's end-user alters the Product, (c) Customer or Customer's end-user combines the Product with materials not supplied or approved by Seller and such infringement would not have occurred absent such combination, or (d) Customer or Customer's end-user continues to use the Product after receiving written notice from Seller to stop using the Product. In no case shall Seller be liable for any consequential, incidental, indirect, special, punitive, or exemplary damages (including, without limitation, lost profits, business, or goodwill) suffered or incurred by Customer. In no case shall Seller be liable for any damages arising out of Customer's negligent, reckless, or willful conduct.

6.3 Seller's indemnification obligations are conditioned upon Customer (i) notifying Seller promptly of any threatened or pending Claim, provided that failure to provide such notice will only relieve Seller of its indemnification obligations to the extent its ability to defend or settle an applicable Claim is materially prejudiced by such failure to provide notice; (ii) giving Seller, at Seller's expense, reasonable assistance and information requested by Seller in connection with the defense and/or settlement of the Claim; and (iii) tendering to Seller sole control over the defense and settlement of the Claim. Customer counsel or their appointed counsel of choice will have the right to participate in the defense of the Claim at Customer's own expense without setoff, reimbursement, or payment whatsoever from Seller. Customer will not, without the prior written consent of Seller, make any admission or prejudicial statement, settle, compromise, or consent to the entry of any judgment with respect to any pending or threatened Claim.

7. Seller's Intellectual Property.

7.1 Seller and/or its licensors are exclusively entitled to all rights to the Product derived from patent rights, trademark rights, design protection, copyrights or other Intellectual Property Rights or otherwise from the creation of the Product as well as related documents, specifications, samples, models, drawings, printing plates, photographs, and other material shall remain the Intellectual Property of Seller, including any improvements or alterations made to the Products or Services during Seller's performance under these Terms.

7.2 "**Intellectual Property**" shall mean any and all information developed by the Seller in relation to the Product, ancillary services, or otherwise and shall include trademarks, copyrights, service marks, trade names, logos, domain names, designs, emblems, insignia, fascia, slogans, videos, applications, know-how, information, patents, trade secrets,

Proprietary Information (as defined in section 16), standards, specifications, techniques, teaching methods, schemes and materials, management methods, standard operational procedures, drawings, architectural plans and layouts, standards, training manuals, user manuals, books and catalogues, handbooks, curricula, advertising and marketing material including leaflets, brochures, posters, stickers and flyers, and other material(s) and/or creation(s) irrespective of the medium and format (including inter-alia through a web platform), whether or not registered or capable of registration and all other proprietary rights whatsoever, whether owned by or available to the Seller now or in future, anywhere in the world.

7.3 “**Intellectual Property Rights**” shall mean and include (i) all possible rights, benefits, title or interest in or to the Intellectual Property, anywhere in the world, (whether registered or not and including all applications for the same and any extensions and renewals thereof) including all rights provided by international treaties and conventions, rights of distribution, reproduction and all other exploitation rights, (ii) any goodwill in relation to or in connection with the same, (iii) any licenses, permissions and grants in connection therewith; (iv) applications for any of the foregoing and the right to apply for them in any part of the world, (v) the right to obtain and hold appropriate registrations for any of the foregoing, (vi) causes of action in the past, present or future, related thereto including the rights to damages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same.

7.4 Seller retains all right, title and interest in any pre-existing intellectual property which may be used in performing the Services, including any modifications or improvements made during the performance of the Services (Seller Property). To the extent Consultant Property is embodied in any deliverable, Consultant grants Customer a worldwide, non-exclusive, royalty-free, perpetual, non-sublicensable, license to use Consultant Property for Customer's general business purpose solely with respect to such deliverable.

8. **Data Protection; Consumer Privacy Laws; Remote Access Support.**

8.1 To the extent Seller has access to Customer's data or devices, Seller may collect, forward, and use Customer's data for i) fulfilment of these Terms, ii) improvement of Product and Services, and iii) billing or general Customer service purposes. Seller may transfer such data to affiliated companies or third parties commissioned to process data for Seller insofar as it is related to perform or make improvements to Products and Services. Seller will attempt to refrain from disclosing personal information to third parties.

8.2 In order to troubleshoot and diagnose any potential issues with the Product and Services, Customer agrees to allow Seller remote access to Customer's devices including Customer's network(s), computers, or servers. If Customer's site is accessible to Seller via BeyondTrust (Bomgar), Seller will connect and triage Customer's reported issue remotely.

9. **Termination.** Except where provided otherwise in the Proposal, the Agreement shall commence on the Effective Date and continue for a period of five (5) years, after which it will automatically renew for additional one (1) year terms until it is terminated by either party by giving at least sixty (60) days written notice to the other party. Either Party may terminate these Terms if the other Party breaches any material terms or conditions of these Terms and the breach remains un-cured for thirty (30) calendar days after receipt of written notice of the breach. In addition to the foregoing, Seller may terminate these Terms with advanced written notice of ten (10) calendar days, if the other Party becomes insolvent, enters bankruptcy, reorganization, or other similar proceedings, admits in writing its inability to pay debts, or attempts or makes an assignment for the benefit of creditors.

10. **Force Majeure.** Except for the obligation to pay, neither Party is liable for failure to fulfill its obligations under these Terms due to causes beyond its reasonable control, including but not limited to: (1) war, warlike operations, armed aggression, insurrection, riots; (2) fires, floods, explosions, earthquakes, inclement weather; (3) any acts of a Government, governmental priorities, allocation regulations or orders; (4) acts of God or of the public enemy; (5) epidemics, quarantine restrictions, or other similar circumstances; and (6) labor troubles causing cessation, slowdown, work stoppage or interruption of work. Seller shall not be liable for failure to fulfill its obligations under these Terms for delays of any type that are caused, in whole or part, by Customer or Customer's end-user. In the event of such a delay, Seller may invoice Customer for all completed Services. Furthermore, if Customer causes a delay, Seller may stop Services, which may result in a greater day-for-day delay in the completion of Services.

In the event the Parties cannot resolve the issue of proper assertion of the Force Majeure provision, the Parties may exercise any rights under this Agreement or otherwise available under the law.

11. Governing Law and Dispute Resolution. Except for any equitable relief and claims for payment, any dispute, controversy or claim arising out of or in relation to these Terms, including the validity, invalidity, breach or termination, will be resolved by litigation in the District Court of Oklahoma County, Oklahoma. The language of the litigation will be English. These Terms are governed by the laws of the State of Oklahoma, without regard to its choice of law provisions.

12. Miscellaneous.

12.1. Confidentiality.

12.1.1. Parties may provide information or data that it considers private, proprietary, competition-sensitive or confidential in order to satisfy the requirements of these Terms. A party disclosing Proprietary Information is a **“Disclosing Party,”** while a party receiving Proprietary Information is a **“Receiving Party.”**

12.1.2. **“Proprietary Information”**, as used herein, shall mean any and all information, written, oral, electronically transmitted, graphic or in other form, that is provided and exchanged in consideration of current or future business opportunities, whether or not stamped or otherwise designated as confidential, and whether or not proprietary, conceptual or reduced to specific practices (which information shall include but not be limited to that relating to programs, marketing plans, finances, pricing, operations, personnel, products, processes, machines, compositions, inventions and discoveries). In addition, any prices or customized conditions of these Terms shall be considered Proprietary Information. Information shall not be deemed Proprietary Information, and receiving party shall have no obligation with respect to any such information, which:

12.1.2.1. is or becomes publicly known through no wrongful act of the receiving party; or

12.1.2.2. is rightfully received by the receiving party from a third party without restriction and without breach of these Terms; or

12.1.2.3. is disclosed by the disclosing party to the third party without a similar restriction on the rights of such third party; or

12.1.2.4. is approved for release by written authorization of the disclosing party; or

12.1.2.5. is disclosed, in any event, after the expiration of ten (10) years from the date when such Proprietary Information was delivered.

12.1.3. Use of Proprietary Information by receiving party shall be limited to the purposes contemplated by these Terms. Receiving party shall protect the Proprietary Information received under these Terms with the same degree of care as it takes to preserve and safeguard its own proprietary information provided such degree of care is reasonably calculated to prevent such inadvertent disclosure.

12.1.4. Receiving party agrees that if receiving party uses the Proprietary Information contrary to the terms of this Section, disclosing party, in addition to all other remedies available to it, shall have the right to equitable relief, restraining or enjoining receiving party from using any Proprietary Information in violation of the terms and conditions of this section and to recover from receiving party reasonable costs in enforcing this section, including reasonable attorneys’ fees.

12.1.5. Neither the execution and delivery of these Terms nor the delivery of any Proprietary Information hereunder shall be construed as granting either expressly or by implication, estoppel, or otherwise, any rights in or license to the Confidential or Proprietary Information not explicitly set forth herein.

12.1.6. Notwithstanding the foregoing, Proprietary Information may be disclosed upon the written consent of disclosing party, or pursuant to valid legal orders, Open Records Acts, or governmental regulations or in connection with an action or proceeding brought to enforce or interpret these Terms.

12.1.7. Notwithstanding the foregoing, Customer and Seller agree that they will prepare mutually acceptable communications in relation to the execution of these Terms and/or the launch of the Seller services, to be released at a mutually agreed date. Both parties agree to provide a quote from a senior executive and description of the solution in written or video form as agreed. Customer grants to Seller and its affiliates a non-exclusive, worldwide, royalty-free right and license to use Customer’s company and/or service names and logos to identify Customer as a Seller Customer.

12.2. Entire Agreement. These Terms constitute the entire understanding between the parties regarding the purchase of Products or Services from Seller and supersedes and replaces any previous communications, representations or Terms, written or oral.

12.3. Conflicting Terms. The sale or order of any Product or Services is expressly conditioned on Customer’s assent to the terms of these Terms.

- 12.4. Assignment.** Except for those transferable warranties, neither Party may assign these Terms or any of its rights or obligations.
- 12.5. Amendment.** No provision of these Terms may be waived, amended, or modified by either party except by a written amendment signed by both Customer and Seller.
- 12.6. Waiver.** Any delay or failure by either party to exercise any right or remedy will not constitute a waiver of that party to enforce its rights.
- 12.7. Survivability.** The terms and conditions of these Terms which by sense and content are intended to survive, including payment, warranties and disclaimers, confidentiality, indemnification, and limitation of liability, shall survive the expiration or termination of these Terms. If any part of these Terms are found by a court of competent jurisdiction to be invalid, illegal or unenforceable, all other parts will remain in effect.
- 12.8. Contra Proferentem.** Each Party acknowledges that it has been represented by counsel under these Terms. Accordingly, any rule of applicable law or any legal decision that would require interpretation of any claimed ambiguities in these Terms against the drafting party has no application and is expressly waived.
- 12.9. Interpretation.** Headings in these Terms are for reference purposes only and are not to be interpreted as being part of these Terms.
- 12.10. Counterparts.** These Terms may be executed in one or more counterparts, each of which will be considered an original but altogether constitute the same instrument. Acceptance of these Terms may be made in electronic form showing the signatures of both parties. The Parties agree that electronic signatures may be used and will be legally valid, effective, and enforceable.

13. GENERAL CIVIL RIGHTS PROVISIONS

- 13.1.** In all its activities within the scope of its airport program, the Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
- 13.2.** The above provision binds the Lessee and subcontractors from the bid solicitation period through the completion of the Agreement.

14. CIVIL RIGHTS TITLE VI ASSURANCE

14.1. Title VI Clauses for Compliance with Nondiscrimination Requirements

During the performance of this Agreement, the Lessee, for itself, its assignees, and successors in interest, agrees as follows:

A. Compliance with Regulations

The Lessee (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

a. Nondiscrimination

The Lessee, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of sublessees, including procurements of materials and leases of equipment. The Lessee will not participate directly or indirectly in the discrimination prohibited by the [Title VI] Nondiscrimination

Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

B. Solicitations for Subcontracts, including Procurements of Materials and Equipment

In all solicitations, either by competitive bidding or negotiation made by the Lessee 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 Lessee of the Lessee's obligations under this Agreement and the [Title VI] Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

C. Information and Reports

The Lessee will provide all information and reports required by the Acts, the Regulations, and the 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 Trust/Lessor or the Federal Aviation Administration to be pertinent to ascertain compliance with such [Title VI] Nondiscrimination Acts and Authorities and instructions. Where any information required of a Lessee is in the exclusive possession of another who fails or refuses to furnish the information, the Lessee will so certify to the Lessor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

D. Sanctions for Noncompliance

In the event of a Lessee's noncompliance with the nondiscrimination provisions of this Agreement, the Lessor will impose such contract sanction [in accordance with any applicable notice and cure provisions provided for in this Contract] as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- I. Withholding any payments to the Lessee under the Agreement until the Lessee complies; and/or
- II. Cancelling, terminating, or suspending an Agreement, in whole or in part.

E. Incorporation of Provisions: The Lessee will include the provisions of [Paragraph 14, subparagraphs] A through F in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Lessee will take action with respect to any subcontract or procurement as the Lessor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, if the Lessee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Lessee may request the Lessor to enter into any litigation to protect the interests of the Lessor. In addition, the Lessee may request the United States to enter into the litigation to protect the interests of the United States.

14.2. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Lessee, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities including but not limited to:

- A. 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);
- B. 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);
- C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- D. Section 504 of the Rehabilitation Act of 1973, (29 USC § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

- E. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- F. Airport and Airway Improvement Act of 1982, (49 USC § 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- G. The Civil Rights Restoration Act of 1987, (PL 100-259) (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);
- H. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq*) (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 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-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);
- K. 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 (2005);
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681 *et seq.*).