



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement (this “**Agreement**”) is entered into as of the last date of signature below (the “**Effective Date**”), by and between **1200.aero, Inc.** a North Carolina corporation (“**1200.aero**”) and the Client set forth below:

1200.aero		Client	
Company	1200.aero, Inc.	Client	Oklahoma City Airport Trust
Address	306 Roebling Ln.	Address	5915 Phillip J. Rhoades Rm 104
City/State/Zip	Cary, NC 27513	City/State/Zip	Bethany, OK 73008
1200.aero Principal Contact		Client Principal Contact	
Name	Ivan Vasquez	Name	Kristy Slater
Title	Founder & CEO	Title	General Aviation Manager
Phone	919 360 6120	Phone	(405) 316-3392
Email	ivan@1200.aero	Email	kristy.slater@okc.gov

1. Scope of Service. The following Service (and as further defined in the attached Terms and Conditions) will be provided by 1200.aero:

Live Map

- Live tracking of all ADS-B-equipped aircraft within approximately 30 nautical miles of User's airport, including VFR, IFR and ground operations.
- Automated logging of landings, takeoffs, go-arounds, overflights, ramp and gate arrivals and departures.
- Past, current and scheduled arrivals and departures based on ADS-B, Mode-S data and FAA filed flight plans.
- Searchable aircraft tracking history for up to 2 years.
- Visualization of parked aircraft and geo-fenced ramps.
- Visualization of current operations counts in near-real time.

Reports

- Operational statistics by month, year or custom date range, including daily operation counts by aircraft category, engine type, training, local vs. itinerant, runway, source / destination airport and weather conditions.
- Advanced operations search by multiple criteria, including tail number, aircraft type, operation type, used runway.
- Reports downloadable in PDF and CSV format.
- Access to the airport's raw operational data.

Notifications

- Daily and monthly operations summary notifications (landings, takeoffs, active and parked aircraft for previous day)
- Advisory safety event notifications (near mid-air collisions, potential off-airport landings, emergency transponder codes)
- Notifications delivered via email, text message or Slack (User is responsible for obtaining its own Slack account)

Airspace Replay

- Playback of all airspace activity, including ATC audio, within approximately 30 nautical miles of User's airport, for up to 2 years from present date.

Noise Complaint Research

- Search and replay of flight activity by street address, date and time.

Support

- Response to requests for customer support within 1 business day.
- Receiver maintenance.
- Unlimited number of users.

2. Term. The Initial Term of this Agreement begins on the Effective Date and continues for one (1) year.

3. Fees.


- Based on currently available average operations data at the airport*, the Service fee will be **\$2,400/year**.
- The Service Fee is invoiced in advance for each year of the Agreement.

* Source:

<https://www.airnav.com/airport/KRCE>

This Agreement consists of this cover page and all the provisions contained in the Terms and Conditions attached hereto and any other Schedules or Attachments attached hereto. **EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS READ AND AGREES TO BE BOUND BY THIS AGREEMENT, INCLUDING THE ATTACHED TERMS AND CONDITIONS AND IS AUTHORIZED TO EXECUTE THIS AGREEMENT.**

1200.aero, Inc.

By: 

Ivan Vasquez, Founder & CEO

Print Name and Title

Date: Feb 12, 2024

Client:

By: 

Type text here

Jeff Mulder, Director

Print Name and Title

Date: 2/15/24

1200.AERO SAAS AGREEMENT TERMS AND CONDITIONS

1. **Introduction.** Under the terms of this Agreement, 1200.aero will provide Client on a “software as a service” basis with use of software and hardware for monitoring and measuring the operation of general aviation assets which, together with the implementation, consulting, hosting and support services provided by 1200.aero and as further described in the attached quote, is defined as the “**Service**.”

2. Service

(a) 1200.aero grants Client the non-exclusive, non-transferable right to use the Service during the term of this Agreement solely for Client's benefit, subject to the terms of this Agreement. Client may use and access the Service solely through a 1200.aero-designated web site (“**Site**”). Client agrees to comply with all applicable laws, rules and regulations when using the Service and associated data, and to not use the Service in support of any criminal, fraudulent, or illegal endeavors.

(b) The Service may be used and accessed for Client's own purposes and only by Client's employees and contractors while doing work for Client (“**Users**”). Client's contractors may use the Service only for the benefit of Client. Client will use reasonable efforts to protect the confidentiality of the usernames and passwords of its Users. Client agrees to promptly notify 1200.aero if Client becomes aware of any User's breach of this Agreement or of any unauthorized use of a User's account.

(c) 1200.aero will use commercially reasonable efforts to make the Service available on 24 hours a day, 7 days a week, and 365 days a year basis, subject to Section 10(f) below and excluding downtime for maintenance purposes. 1200.aero regularly changes and enhances its Service and may modify the Service from time to time without notice to Client. 1200.aero may provide or perform certain parts of the Service through third-party vendors and subcontractors, including use of a third-party hosting facility.

(d) Client shall not and shall not allow any User or third party to: (1) interfere with or disrupt the integrity or performance of the Service; (2) access or use the Service in a way that circumvents any usage limit; or (3) access the Service for purposes of monitoring availability, performance or functionality, to build a competitive product or service, or for any other benchmarking or competitive purposes.

(e) If Client obtains a limited evaluation or trial or other no-fee right to use the Service, whether separately or during the first part of the Initial Term (“**Evaluation Service**”), Client's rights shall be limited to evaluation and/or trial use. Section 8(b) below does not apply to Evaluation Service. Evaluation Service is provided “AS-IS”, without warranty of any kind.

3. Receiver

(a) The Service requires the use of a data receiver, to be provided by 1200.aero (“**Receiver**”), which includes an outdoor antenna. Client agrees to host the Receiver at its facilities. Client must provide a suitable space with internet access for the Receiver including the antenna, and an electrical outlet for the Receiver. The Receiver must be kept indoors at controlled room temperature, away from flammable materials.

(b) The Receiver remains the sole property of 1200.aero and is for use solely in support of the Service. Client agrees to return the Receiver to 1200.aero, at 1200.aero's expense, upon the request of 1200.aero. Client will keep the Receiver free from all liens and encumbrances.

(c) Unless the parties otherwise agree, Client agrees to install the Receiver including the antenna according to 1200.aero's requirements. 1200.aero will assist Client with the installation and configuration of the Receiver upon Client's request. Client will provide 1200.aero with onsite access, during business hours, to the Receiver for maintenance purposes upon reasonable advance notice.

4. Support and Maintenance

(a) 1200.aero will reasonably assist Client with the operation and use of the Service and with failures of the Service to operate substantially in accordance with its description (“**Errors**”). 1200.aero does not warrant or represent that all Errors can and will be corrected.

(b) Client shall take reasonable steps to confirm that the issue is with the Service and not with Client's network, hardware, or facility. 1200.aero shall have reasonable access to Client's staff and Client shall provide information and perform tasks as reasonably requested by 1200.aero to aid in the resolution of problems.

(c) 1200.aero may use any feedback regarding any suggested improvements to the Service provided by Client for any purpose, including without limitation to modify, supplement, or improve the Service, without payment or compensation to Client.

5. Term; Termination

(a) This Agreement is effective beginning on the Effective Date and will continue for the Initial Term specified on the cover page.

(b) Either party may terminate this Agreement if the other party materially breaches this Agreement, and such breach is not cured within thirty (30) days after written notice.

6. Fees

(a) Client shall pay 1200.aero the amounts set forth above. Service subscription fees are payable in advance and all invoices will be due within sixty (60) days after invoice date. All payments shall be made in United States dollars and are non-refundable.

(b) If Client claims tax-exempt status, Client will provide 1200.aero upon request with a correct copy of Client's tax-exempt certification. Otherwise, Client agrees to pay all sales, use, excise, VAT, and other taxes based on this Agreement, excluding taxes based on 1200.aero's net income.

7. Intellectual Property

(a) Client agrees that 1200.aero and its third party licensors own all right, title and interest, including all intellectual property rights, in the Service, the Receiver, all associated software, and the Site (collectively, “**1200.aero Intellectual Property**”), including but not limited to structure, organization, design, algorithms, templates, data models, screen displays, and report formats associated therewith. 1200.aero reserves all rights to 1200.aero Intellectual Property not specifically granted herein.

(b) Client will not: (i) reverse engineer, decompile or disassemble 1200.aero Intellectual Property, and will not otherwise attempt to reconstruct or discover the source code for 1200.aero Intellectual Property; (ii) provide, lease, sell or use for timesharing, service bureau or hosting purposes or

otherwise use or allow others to use 1200.aero Intellectual Property for the benefit of third parties; or (iii) copy, modify, translate, distribute, disclose, sublicense, create derivative works from, transfer, display, or unbundle any 1200.aero Intellectual Property.

8. Warranties and Disclaimers.

(a) Each party warrants that it has full authority to enter into this Agreement and is not bound by any contractual or legal restrictions from fulfilling its obligations hereunder.

(b) 1200.aero warrants that the Service will substantially conform to the description provided in connection with the Service.

(c) 1200.aero does not warrant that the Service will operate uninterrupted or error-free. Receiver Data and associated analytics and derivatives are provided on an "AS-IS" basis, without warranty. To the extent that data is being collected from aircraft and transmitted over the Internet or Client's network, Client acknowledges that 1200.aero has no control over the functioning of the Internet, aircraft equipment or any other non-1200.aero hardware and network resources and 1200.aero makes no representations or warranties of any kind regarding the performance of any such equipment and networks. Client is solely responsible for all decisions made using the Service.

(d) THE SERVICE IS NOT AN AIR TRAFFIC CONTROL SYSTEM AND IS NOT FOR USE IN MANAGING AIR TRAFFIC. IN NO EVENT WILL 1200.AERO OR ANY OF ITS AFFILIATES, EMPLOYEES, OFFICERS, OR DIRECTORS BE LIABLE IN ANY WAY FOR ANY AVIATION INCIDENTS OR ASSOCIATED DAMAGES OR LIABILITIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, 1200.AERO AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY; FITNESS FOR A PARTICULAR PURPOSE; WARRANTIES OF NON-INFRINGEMENT; OR ANY WARRANTIES ARISING AS A RESULT OF CLIENT USAGE IN THE TRADE OR BY COURSE OF DEALING.

(e) 1200.aero may from time to time provide as part of the Service interfaces to third party software, systems, databases and services (collectively, "**Third-Party Systems**"). 1200.aero reserves the right to charge additional fees for providing and supporting interfaces. Unless otherwise agreed in writing by 1200.aero, Client is solely responsible for obtaining any permissions and consents from third-party vendors necessary for 1200.aero to deliver any interfaces to Third-Party Systems that have been acquired by Client. Client acknowledges that 1200.aero has no control over Third-Party Systems and accordingly 1200.aero makes no representations or warranties of any kind regarding its interfaces to Third-Party Systems.

9. Liability; Insurance

(a) In no event shall either party be liable for any special, incidental, indirect, cover, consequential, exemplary or punitive damages; any damages based on injury to person or property or death; or any lost sales, profits or data, even if such party is told that any of such damages may occur.

(b) Each party shall maintain commercially reasonable insurance to protect against claims and risks relating to this Agreement.

10. Other Provisions

(a) Neither party may assign or transfer this Agreement without the prior written consent of the other party, except that such consent shall not be necessary in connection with the sale of all or substantially all of such party's business or portion of such party's business to which this Agreement relates, so long as such acquirer is not a competitor of the other party. Any permitted assignee must agree in writing to the terms of this Agreement.

(b) The parties are independent contractors, and nothing in this Agreement shall be construed as creating a joint venture, partnership, agent or employment relationship between 1200.aero and Client.

(c) Any notice or other communication required or permitted in this Agreement shall be in writing and delivered to the addresses listed on the first page of this Agreement either: (i) by personal delivery; (ii) by certified mail; (iii) by recognized express courier, and shall be effective upon receipt, or (iv) by email, with confirmation of receipt.

(d) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior proposals, negotiations, conversations, discussions and agreements between the parties concerning the subject matter hereof. 1200.aero will have no obligation to provide any services, software, networking, or hardware except as specifically set forth in this Agreement. This Agreement may not be modified or waived except in a written document, signed by both parties. Any additional or conflicting terms on any purchase order for any products or services covered by this Agreement shall be void and without effect unless agreed to in a separate writing signed by both parties.

(e) Choice of Law and Dispute Resolution.

(i) This Agreement shall be governed by and interpreted in accordance with the laws of the state of Oklahoma, without giving effect to its conflict of law provisions.

(ii) Each party shall attempt in good faith to resolve any controversy, claim or dispute of whatever nature arising out of or relating to this Agreement ("**Dispute**") promptly by negotiation between executives or managers who have authority to settle the Dispute. Each party shall provide the other with all information and documentation relied upon by the party to substantiate its position with respect to the Dispute.

(iii) All Disputes that cannot be resolved through good-faith negotiation will necessitate court intervention and the venue for all litigation shall be the District Court of Oklahoma County, Oklahoma.

(f) Neither party shall be liable for any failure or delay in the performance of its obligations (except for payment obligations hereunder) due to causes beyond its reasonable control, including but not limited to war, sabotage, insurrection, riot or other act of civil disobedience, pandemic, epidemic, act of any government affecting the terms hereof, acts of terrorism, accident, fire, explosion, flood, hurricane, severe weather or other act of God, or failure of telecommunication or internet service providers. Provided, however, to the extent that 1200.aero has any commercially reasonable alternative method of performing, then 1200.aero shall not be freed of any performance of its obligations hereunder by this clause.

(g) No 1200.aero Intellectual Property, nor any direct product thereof or technical data related thereto, shall be exported or re-exported by Client in violation of any export or import regulations of the United States or any other applicable jurisdiction, including but not limited to the United States Export Administration Regulations and end-user, end-use, and country destination restrictions issued by the United States and other governments.