



## SAAS SERVICES ORDER FORM

**Customer:** Southwest Florida International Airport (RSW)  
**Address:** 11000 Terminal Access Rd.  
Fort Myers, FL 33913  
**Contact:** Chris Styles  
**Phone:** (239) 590-4701  
**Email:** cistyles@flylcpa.com

**SaaS Services.** Company will provide to Customer for all of its gates and remote spots, **Gate Management & Aircraft Parking Solution** and automated **Landing Tracking & Financial Reporting Software Solution** (collectively, the “**Services**”).

**Setup Services.** Company will also use commercially reasonable efforts to provide Customer the setup services as further detailed in the Statement of Work (“**SOW**”) attached hereto as Exhibit A (the “**Setup Services**”), and Customer shall pay Company the Setup Fee in accordance with these terms.

**Service Term:** 3 years

<u>Year</u>	<u>Fees</u>	<u>Dates</u>
Year 1:	\$64,800	07/01/24 - 06/30/25
Year 2:	\$86,400	07/01/25 - 06/30/26
Year 3:	\$97,200	07/01/26 - 06/30/27

## SAAS SERVICES AGREEMENT

**Effective Date:** July 01, 2024

This SaaS Services Agreement (this “**Agreement**”) is entered into on the Effective Date between GoApron, Inc., a Delaware corporation (“**Company**”), and the entity or organization set forth in the signature below (“**Customer**”). This Agreement includes and incorporates the above Order Form and the attached Terms of Service, and contains, among other terms, warranty disclaimers, liability limitations and use limitations. Any different terms of any related purchase order or similar form shall be of no force or effect even if signed by the parties after the Effective Date.

for: **GOAPRON, INC.**  
  
2232 Caminito Pajarito, Unit 112  
San Diego, CA 92107

for: **Southwest Florida International  
Airport (RSW)**

X. \_\_\_\_\_

Name: Shadrach Vaughn  
Title: CEO  
Email: shad@goapron.com

X. \_\_\_\_\_

Name:  
Title:  
Email:



## SAAS SERVICES TERMS OF SERVICE

### 1. SERVICES AND SETUP SERVICES

Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide to Customer the Services detailed herein and the Setup Services detailed in the SOW. Company reserves the right to, at any time, and without prior notice, release new features, improvements, updates, bug-fixes, or any other changes to the Services to comply with new laws or as it deems necessary or useful, provided that such releases do not eliminate or materially alter the core function of the Services. Company will also provide reasonable technical support for the Services to Customer's staff during local business hours, as reasonably requested by Customer from time to time.

### 2. CUSTOMER OBLIGATIONS

Customer is responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "**Equipment**"). Customer is also responsible for maintaining the security of the Equipment, Customer accounts, passwords (including administrative and user passwords), and files, and for all uses of Customer accounts or the Equipment, with or without Customer's knowledge or consent.

### 3. RESTRICTIONS ON USE

Customer will not, directly or indirectly: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code, or underlying structure, ideas, know-how, algorithms, or any software, documentation, or data associated with the Services; (b) modify, translate, or create derivative works based on the Services (except to the extent expressly authorized herein or by Company in writing); (c) use the Services for timesharing or service bureau purposes or otherwise for the benefit of any third-party; (d) or remove any proprietary notice or labels included with the Services. While Company has no obligation to monitor Customer's use of the Services, Company may do so and may suspend Customer's use of the Services for any actual or alleged violation of the foregoing. Further, Customer agrees to use the Services only in compliance with these terms and all applicable laws and regulations. Customer agrees to indemnify, defend, and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including, without limitation, costs and attorneys' fees) in connection with any claim or action that arises from an actual or alleged violation of this section or Customer's use of Services.

### 4. NO EXPORT; COMMERCIAL SOFTWARE

Customer may not itself or allow others to remove or export the Services from the United States, in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR § 2.101, the Services and documentation are "commercial items" and according to DFAR § 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR § 227.7202 and FAR § 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or its documentation by the United States will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by these terms. "DFAR" means the Defense Federal Acquisition Regulation, and "FAR" means the Federal Acquisition Regulation.

### 5. CONFIDENTIALITY

Each party (as "**Receiving Party**") understands that the other party (as "**Disclosing Party**") has or may disclose confidential information about or relating to its business ("**Confidential Information**"). Company's Confidential Information includes non-public information regarding pricing, features, functionality, and performance of the Services. Customer's Confidential Information includes non-public data provided by Customer to Company to enable the provision of the Services ("**Customer Data**"). Receiving Party agrees to: (a) take reasonable precautions to protect the Confidential Information; and (b) not to use (except in performance of the Services or as otherwise permitted herein) or divulge any Confidential Information to any third-party. Confidential Information does not include any information Receiving Party can evidence: (i) was or became generally available to the public through no wrongdoing by Receiving Party; (ii) was in its possession or known by it prior to receipt from Disclosing Party; (iii) was rightfully disclosed to it without restriction by a third-party; or (iv) was independently developed without use of any Confidential Information of Disclosing Party. Receiving Party may disclose Confidential Information to the extent required to be disclosed by law.

### 6. INTELLECTUAL PROPERTY

Company owns and will retain all right, title, and interest in and to: (a) the Services; (b) any and all improvements,

enhancements or modifications thereto; (c) any software, applications, inventions or other technology developed or support provided in connection with the Services; and (d) all intellectual property and proprietary rights related to any of the foregoing. Nothing in this Agreement or in Customer's use of the Services shall or shall be construed to transfer any ownership rights to the foregoing to Customer.

Company grants to Customer a non-exclusive, non-transferable, non-sublicensable license to use the Services during the Term of this Agreement only in connection with its ordinary use of the Services. No other rights or licenses are granted to Customer except as expressly set forth herein.

#### **7. CUSTOMER DATA**

Customer shall own all right, title, and interest in and to the Customer Data, and any data based on or derived thereupon and provided to Customer as part of the Services. Company shall have the right collect and analyze data and other information relating to the provision, use, and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the Term hereof) to: (a) use such information and data to improve and enhance the Services and for other development, diagnostic, and corrective purposes in connection with the Services and other Company offerings; and (b) disclose such data solely in aggregate or other de-identified form in connection with its business.

#### **8. PAYMENT OF SERVICES FEES**

Customer will pay Company the fees for the Setup Services and the Services as set forth in the Order Form (collectively, the "**Fees**"). Fees for the Services shall be paid in full at the start of each annual period in the Service Term. If Customer's use of the Services exceeds the capacity set forth in the Order Form or the SOW (if any) or incurs additional costs (per the terms of this Agreement), Customer will be billed for such usage and/or additional costs payable within 45 days of receipt of invoice. Company may modify the Fees at the end of the initial Service Term or any renewal thereof, upon 30 days prior notice to Customer (which may be sent by email). If Customer believes it has been billed incorrectly, Customer must contact Company in writing no later than 60 days after receipt of the statement in which the alleged error appeared in order to receive a review by Company and any adjustment or credit.

Company may bill through an invoice (which may be sent by email). Full payment for invoices must be received by Company within 30 days of receipt by

Customer. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of the Services. Customer shall be responsible for all taxes associated with any payments made to Company hereunder.

#### **9. TERM AND TERMINATION**

Subject to earlier termination as provided below, this Agreement is for the Service Term specified in the Order Form and shall be automatically renewed for successive periods of the same duration as the Service Term (collectively, the "**Term**"), unless either party requests termination at least 30 days prior to the end of the then-current term. Either party may terminate this Agreement upon 30 days' notice, if the other party materially breaches any of the terms of this Agreement (including nonpayment). Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of 30 days. Company may, but is not obligated to, store or delete Customer Data. All sections of this Agreement which by their nature should survive termination will survive, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

#### **10. SERVICE WARRANTY**

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Setup Services in a professional and workmanlike manner. The Services shall be available as set forth in the Service Level Terms, attached hereto as Exhibit B.

#### **11. WARRANT DISCLAIMER**

EXCEPT AS EXPRESSLY STATED HEREIN, THE SERVICES AND SETUP SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OR STATUTORY, OF TITLE, MERCHANTABILITY, COMPATABILITY, COMPLETENESS, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, ARISING OUT OF COURSE OF DEALING OR TRADE, OR NON-INFRINGEMENT.

#### **12. LIABILITY LIMITATIONS**

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, TO THE EXTENT ALLOWABLE UNDER APPLICABLE LAW, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS,

AND EMPLOYEES SHALL NOT BE LIABLE, WITH RESPECT TO ANY MATTER ARISING OUT OF OR CONNECTED TO THE SERVICES OR THIS AGREEMENT, EVEN IF PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY, FOR ANY: (A) SPECIAL, EXEMPLARY, PUNATIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; (B) LOSS OF PROFITS, DATA, USE, OR GOODWILL; (C) BUSINESS INTERRUPTION (D) PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (E) MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (F) AMOUNT EXCEEDING THE FEES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT GIVING RISE TO THE LIABILITY.

### **13. INDEMNITY**

Company shall hold Customer harmless from liability to third-parties resulting from infringement by the Service of any United States patent or copyright, or misappropriation of any trade secret, provided Company is promptly notified of any and all allegations, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement. Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service: (a) which are: (i) not supplied by Company; (ii) made in whole or in part in accordance with Customer specifications; (iii) modified after delivery by Company; (iv) combined with third-party products, processes, or materials where the alleged infringement relates to such combination; or (b) where Customer: (i) continues the allegedly infringing activity after being notified thereof or informed of modifications that would have avoided the alleged infringement; or (ii) has or is using the Service not strictly in accordance with this Agreement. If the Services are held by a court of competent jurisdiction to be or Company believes to be infringing, Company may, at its option and expense: (a) replace or modify the

Services to be non-infringing, provided that such modification or replacement contains substantially similar features and functionality; (b) obtain for Customer a license to continue using the Services; or (c) if neither of the foregoing are commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused Fees for the Services.

### **14. MISCELLANEOUS TERM**

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary, and this Agreement will otherwise remain in full force and effect. This Agreement may not be assigned by Customer except with Company's prior written consent, provided that, either party may transfer and assign its rights and obligations under this Agreement to the successor of all or substantially all of its assets or equity. This Agreement is the entire agreement of the parties with respect to the subject matter herein and supersedes and voids all prior written or oral agreements and understandings relating to such subject matter. And waivers or modifications of these terms must be in a writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement. Neither party has any authority to bind the other in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and sent to the addresses of the parties in the Order Form and will be deemed to have been duly given when received, if personally delivered; on the first business day after being sent via facsimile or e-mail; the day after if sent for next-day delivery by a recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its conflict of laws provisions.



EXHIBIT A

STATEMENT OF WORK

Attached in "GoApron – RSW TIPS Quote Multi Year - 2024"



## EXHIBIT B

### SERVICE LEVEL TERMS

#### 1. SERVICE LEVELS

Company will use commercially reasonable efforts to make the Services available 99.9% (the “**Monthly Standard**”), measured monthly, excluding scheduled maintenance. Company shall use reasonable efforts to provide Customer advance notice in writing (by e-mail) of any scheduled disruption.

“**Downtime**” is any period of time in which the Services are unavailable not caused by: (a) Scheduled Maintenance; (b) third-party outages, network outages or interruptions; (c) suspension of the Services due to Customer’s violation the SaaS Terms of Service; (d) Customer requested maintenance; (e) any force majeure effecting the availability of the Services; or (f) any other event beyond Company’s reasonable control. Additionally, to allow Company to introduce new features to Services, Downtime shall not apply to any portion of the Services that Company identifies as a “beta” feature or service.

“**Scheduled Maintenance**” is defined as a pre-defined window of time for which the Services are unavailable. Company will notify Customer via email or notifications on the Services directly of such Scheduled Maintenance periods at least 24 hours prior to the start of Scheduled

Maintenance and will provide an approximate start and end time for the Scheduled Maintenance.

#### 2. REMEDY: SERVICE CREDITS

If Company fails to provide the Monthly Standard, as Customer's sole and exclusive remedy, and Company's entire liability, for each period of Downtime lasting longer than 1 hour, Company will credit Customer an additional 1 hour of Services (the “**Service Credit**”). Downtime shall accrue once Customer recognizes that downtime is taking place and provides written notice to Company and shall continue until the Services are restored.

To receive downtime credit, Customer must notify Company in writing within 24 hours from the time of Downtime. Failure to provide such notice will forfeit Customer’s right to receive the Service Credit.

#### 3. DOWNTIME NOTIFICATION

If any qualifying Downtime occurs, Company will provide Customer written notice via email within 10 days, which shall include: a summary of the event causing the Downtime; the date/time and duration of the Downtime; steps taken to remedy the Downtime; and a calculation of the Service Credits due to Customer.