



## 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	Panola County Airport
Address	306 Roebbling Ln.	Address	1305 Highway 79 North
City/State/Zip	Cary, NC 27513	City/State/Zip	Carthage, TX 75633
1200.aero Principal Contact		Client Principal Contact	
Name	Ivan Vasquez	Name	Robert Duncan
Title	Founder & CEO	Title	Airport Manager
Phone	919 360-6120	Phone	(903) 690-2833
Email	ivan@1200.aero	Email	Airport.Manager@co.panola.tx.us

1. Scope of Service. The following Service 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 Complaints**

- 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.


2. Term. The Initial Term of this Agreement begins on the Effective Date and continues for twelve (12) months.

3. Fees.

- Based on average volume and type of operations at the airport, the Service fee will be \$1,140 for twelve 12 months.
- The Service fee is invoiced in advance for each Term of the Agreement.

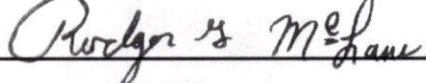
This Agreement consists of this cover page and all the provisions contained in the Terms and Conditions attached hereto and any other Schedules or Attachments attached hereto. **EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS READ AND AGREES TO BE BOUND BY THIS AGREEMENT, INCLUDING THE ATTACHED TERMS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

1200.aero, Inc.

By:   
Ivan Vasquez, Founder & CEO  
Print Name and Title

Date: Feb 22, 2024

Client:

By:   
Rodger G. McLane - County Judge  
Print Name and Title

Date: February 27, 2024

## 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, 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 is responsible for any violation of this Agreement by 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; (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; or (4) attempt to gain unauthorized access to the Service.

(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 to the Receiver for maintenance purposes upon reasonable advance notice.

(d) Client acknowledges and agrees that the data collected by the Receiver ("Receiver Data") includes flight information that will be fully available for 1200.aero to use in its business, including for use and access by other 1200.aero clients. To the extent Client has any rights to Receiver Data, Client grants to 1200.aero a perpetual, irrevocable, worldwide, sublicensable, non-exclusive, and transferable right and license to use, copy, distribute, modify, aggregate, and make derivative works of such Receiver Data, for any purpose. 1200.aero, however, will not disclose or use confidential operational details about specific airport tenants, aircraft or aircraft fleets without the consent of the tenant or aircraft/fleet owner/operator, except to provide the Service under this Agreement.

### 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. At the end of the Initial Term and each Renewal Term, this Agreement will automatically renew for successive annual renewal terms (each, a "Renewal Term") unless either party gives at least sixty (60) days prior written notice to the other party of its intent to terminate this Agreement.

(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 thirty (30) days after invoice date. Late payments will be subject to interest at the rate of twelve percent annually, or the maximum amount allowed by applicable law if lower. If a payment becomes thirty (30) days or more overdue, and has not been reasonably disputed by Client, 1200.aero may suspend Client's access to all or any part of the Service. All payments shall be made in United States dollars and are non-refundable. Client agrees to reimburse 1200.aero for reasonable out-of-pocket expenses that are pre-approved in writing by Client.

(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. Client's sole and exclusive remedy for breach of this warranty is for 1200.aero to use commercially reasonable efforts to cause the Service to conform.

(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) Client agrees that the aggregate liability of 1200.aero and its suppliers relating to this Agreement and the Service shall be limited to the amount of fees actually received by 1200.aero from Client under this Agreement during the one-year period immediately preceding the event which gave rise to the claims. 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) 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.

(f) 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.