

**AIRPORT SECURITY AND OPERATIONS COMPLIANCE SYSTEM (ASOCS)
SOFTWARE MAINTENANCE AGREEMENT**

This Software Maintenance Agreement is entered into on January 1, _____ (the "Maintenance Agreement") between the _____, a public agency of the State of _____ and owner/operator of _____, hereinafter referred to as "the CLIENT," and GCR Inc, a corporation existing under the laws of Louisiana, hereinafter referred to as "the VENDOR."

WHEREAS, the VENDOR, has customized and installed the Airport Security and Operations Compliance System software for the _____ hereinafter referred to as "the SOFTWARE," for the CLIENT along with Support Materials Identified in Supplement A; and

WHEREAS, the CLIENT, and the VENDOR have determined the SOFTWARE to be considered a critical application to the operation of CLIENT; and

WHEREAS, the CLIENT wishes to engage the VENDOR to perform various maintenance services, in accordance with Supplement A in connection with the SOFTWARE and Support Materials and the VENDOR desires to provide such maintenance services to assure that all Airport Operational Logging software service to the CLIENT are kept uninterrupted and always available 24 hours a day, 7 days a week; and

NOW THEREFORE, in consideration of the mutual promises and agreements set forth in this Maintenance Agreement, CLIENT and VENDOR agree as follows:

1. Maintenance Services

In accordance with the terms of this Maintenance Agreement, the VENDOR will furnish the installation, support, or error correction services identified on Supplement A (the "Services") for the SOFTWARE.

2. Maintenance Fee and Expenses

(a) CLIENT will pay the VENDOR the fee(s) set forth in Section 2(b) below within forty-five (45) days of the Commencement Date. CLIENT shall pay the VENDOR for services outside the scope of this Maintenance Agreement on a time and material basis at the VENDOR's then-prevailing rates, and only with CLIENT's prior written approval. VENDOR is responsible for the payment of any taxes assessed in connection with payments due under this Maintenance Agreement. Upon termination of this Maintenance Agreement by the CLIENT all services required to maintain the SOFTWARE shall be based on a on a time and material basis at the VENDOR's then-prevailing rates.

(b) This Maintenance Agreement shall cost a base fee of *FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500)* for year 1. Expenses associated with work completed outside the scope with prior written approval shall be completed on a Time and Materials basis.

3. Term and Termination

This Maintenance Agreement shall commence on September 1, 2015 and expire on August 31, 2016, unless terminated by either party for cause upon thirty (30) days advance written notice if the other party has breached this Maintenance Agreement and has not cured such breach within such notice period.

4. Warranty and Remedies

The VENDOR warrants that it will use reasonable efforts to perform the services to conform to generally accepted industry standards, provided that: (a) the SOFTWARE has not been modified, changed, or altered by anyone other than the CLIENT; (b) the operating environment, including both hardware and systems software, meets the CLIENT's recommended specifications; (c) the computer hardware is in good operational order and is installed in a suitable operating environment; (d) CLIENT promptly notifies the VENDOR of its need for service; (e) CLIENT provides adequate troubleshooting information and access so that the VENDOR can identify and address problems; and (f) all fees due to the VENDOR have been paid. TO THE EXTENT PERMITTED BY _____ LAW, THERE ARE NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THIS MAINTENANCE AGREEMENT, AND THE SERVICES TO BE PROVIDED BY THE VENDOR UNDER IT INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT PERMITTED BY _____ LAW, CLIENT's remedy and the VENDOR's obligation under this warranty are to redo the Services until the SOFTWARE conforms to the most recent specifications stated in the documents listed in Supplement A.

TO THE EXTENT PERMITTED BY _____ LAW, CLIENT ACKNOWLEDGES THAT VENDOR MAINTAINS THAT IT SHALL NOT BE LIABLE FOR ANY LOSS, COST, EXPENSE, OR DAMAGE TO CLIENT IN ANY AMOUNT THAT COLLECTIVELY EXCEEDS THE ANNUAL MAINTENANCE FEE. TO THE EXTENT PERMITTED BY _____ LAW, END USER ACKNOWLEDGES AND AGREES THAT THE VENDOR SHALL NOT BE LIABLE TO END USER FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, CONSEQUENTIAL DAMAGES OR SIMILAR DAMAGES, INCLUDING ANY LOST PROFITS OR LOST DATA ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE EVEN IF THE CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

CLIENT AGREES TO BE RESPONSIBLE FOR, AND DEFEND THE NEGLIGENCE OF ITS OFFICERS, EMPLOYEES AND AGENTS, FOR ALL DAMAGES OR INJURIES TO PERSONS AND PROPERTY RESULTING FROM CLIENT's NEGLIGENCE, ERROR, OR WILLFUL MISCONDUCT OR OTHER ACTS IN ANY WAY CONNECTED WITH THE USE AND OPERATION AS DESCRIBED IN THIS MAINTENANCE AGREEMENT, SUBJECT TO ALL

APPLICABLE LAWS INCLUDING THE PROVISIONS OF THE _____ TORT CLAIMS ACT.

5. VENDOR Support

The level of support that the VENDOR can provide is dependent upon the cooperation of CLIENT and the quantity of information that CLIENT can provide.

If the CLIENT cannot reproduce a problem or if the VENDOR cannot successfully gather adequate troubleshooting information, the VENDOR will require temporary login access on the CLIENT's system to identify and address the problem. This communication capability shall be accessible 24 hours a day, seven days a week.

6. VENDOR Responsibility

The CLIENT shall not distribute the SOFTWARE to any third party. The CLIENT shall not make any modifications to the SOFTWARE, unless otherwise stated. If CLIENT is allowed to make modifications under the terms of this Agreement, the VENDOR shall not be responsible for maintaining CLIENT modified portions of the SOFTWARE or for maintaining portions of the SOFTWARE affected by CLIENT modified portions of the SOFTWARE. Upon CLIENT's prior written approval, corrections for difficulties or defects traceable to the CLIENT's errors or systems changes shall be billed at the VENDOR's standard time and material charges.

7. Right to Work Product

All error corrections, enhancements, new releases, and any other work product created by the VENDOR creator(s) in connection with the support services provided under this Maintenance Agreement ("Work Product") are and shall remain the exclusive property of the VENDOR or the VENDOR creator(s), regardless of whether the CLIENT, its employees, or agents may have contributed to the conception, joined in its development, or paid the VENDOR for the development or use of the Work Product. Such Work Product shall be considered SOFTWARE, and subject to the terms and conditions contained herein and in the Agreement.

8. General

- (a) Each party acknowledges that this Maintenance Agreement is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreement, oral and written, between the parties relating to this Maintenance Agreement. This Maintenance Agreement may not be modified or altered except by a written instrument duly executed by both parties.
- (b) This Maintenance Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflict of laws rules.
- (c) If any provision of this Maintenance Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- (d) The VENDOR may not subcontract, assign, or transfer its rights, duties or obligations under this Maintenance Agreement to any person or entity, in whole or in part, without the prior written consent of the CLIENT.
- (e) The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

VENDOR ACKNOWLEDGES THAT END USER HAS READ THIS MAINTENANCE AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE LEGALLY BOUND BY IT.

WHEREFORE, the parties have caused this Maintenance Agreement to be executed by their duly authorized representatives.

GCR Inc.

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

Supplement A
Coverage of Maintenance Agreement

The SOFTWARE covered by this Maintenance Agreement is as follows:

Airport **IQ** ASOCS (Airport Security and Operations Compliance System) and any future versions offered by VENDOR as an incremental upgrade. Future expansion of the system that requires modifications outside the Maintenance of the base system are not covered under this Agreement.

Summary of Additional Services and Features Offered:

Standard Services:

- Unlimited telephone support / maintenance for the airport staff for ASOCS technical or operational questions
- Inclusion in the Airport IQ User Group, which helps guide future development of the application
- * Active Flight Viewer – a new web based portal allowing your airport access to real time and historical flight data for your specific airport. The portal will enhance an airport's marketing and operations department by providing real time flight tracking of aircraft and custom real time reports on city market shares, aircraft type by market, and additional marketing reports. Please contact us for access.

The manuals, handbooks, and other written materials furnished by the VENDOR for use with the SOFTWARE (the "Documentation") are:

- ASOCS User's Manual

New Features:

ASOCS Mobile Inspector

ASOCS Training Module

Supplement A – Cont’d
Coverage of Maintenance Agreement

Support Policy Descriptions

In accordance with the terms of this Maintenance Agreement, the VENDOR will furnish the following support services (the “Services”) for the SOFTWARE. The remaining available support services can optionally be added for supplementary coverage.

Support for the proper installation of the current release of the SOFTWARE, and any subsequent patches or updates to the version. This support level, the VENDOR will ensure that the CLIENT’s ASOCS installations pass all set-up and configurations tests, and can communicate with the database effectively and periodically

“Hotline” Support for contacting the VENDOR

The VENDOR will provide the following communication mechanisms for the CLIENT to use when asking for support:

(a) Telephone Support. VENDOR shall maintain an ASOCS telephone hotline 24 hours per day seven days per week to assist CLIENT in reporting errors and in providing first-line support in the use and operation of the SOFTWARE.

(b) Internet Email. VENDOR shall maintain an email address for the express purpose of providing support.

AirportIQ Data Center Subscription

The VENDOR shall be responsible for providing one (1) username and password free of charge to VENDORS Airport IQ Data Center website. Airport IQ Data Center is a *subscription-based, monthly service* which delivers real-time aviation data reporting for over 18,000 airports in the US. The service delivers the power of a desktop application via a web browser with no special plug-ins or modifications required. The value of this service is \$95 per month; however it will be considered a part of this agreement.

Supplement A
Support Options for additional costs

Customized Project

At CLIENT's request, the VENDOR will consider developing modifications or additions that materially change the utility, efficiency, functional capability, or application of the SOFTWARE ("Enhancements") at such charge and on such schedule as the parties may mutually agree in writing outside of the framework of this contract.

Time & Material (T&M) Rates

Should CLIENT decide to maintain services under T&M then the following rates will apply outside reasonable travel expenses.

2015 Rates

Network/Systems Administrator	\$115 per hour
Software Programmer (Level 1 & 2)	\$145 per hour
Project Manager	\$162.75 per hour