

GENERAL CONTRACT AGREEMENT

THIS GENERAL CONTRACT AGREEMENT (the "Agreement") is entered into and effective as of _____, 20__ (the "Effective Date"), between INFAX, INC., a Georgia corporation (the "Contractor"), and City of Corpus Christi, a Texas home-rule municipal corporation ("Owner") for the following project: Corpus Christi International Airport MUFIDS upgrade (the "Project")

WHEREAS, the Owner wishes to engage the Contractor to perform certain work, and Contractor wishes to accept such engagement, under the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Duties and Compensation. The Contractor will perform the services, duties and responsibilities (the "Work") set forth in attached Schedule A. For the Work performed under this Agreement, the Owner shall pay to Contractor compensation as set forth in attached Schedule B.

2. Term. Contractor's engagement under this Agreement will commence on the Effective Date and will continue through the completion of the Work in connection with the Project (as determined by the Owner), unless earlier terminated as provided in this Agreement.

3. Independent Contractor Relationship. Contractor's relationship with the Owner is as an independent contractor and not an employee of the Owner. Nothing contained in this Agreement is to be construed to imply that Contractor is an agent or employee of the Owner for any purpose, including without limitation withholding for purposes of Social Security or income taxes or entitlement to any insurance, retirement or other employee benefits offered by the Owner. Owner shall have no right, power or authority to create any obligation, express or implied, or to make any representation on behalf of the Contractor, except as may be expressly authorized in writing from time to time by the Contractor, and then only to the extent of such authorization.

4. Restrictive Covenants.

(a) Confidential Information. For the purposes of this Agreement, "Confidential Information" means any tangible or intangible proprietary or confidential information or materials or trade secrets related to this Agreement and belonging to the Contractor or Owner (whether disclosed orally, in writing, in electronic format or otherwise), including but not limited to technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, discoveries, developments, designs, financial data, financial plans, product plans, technical documentation and specifications, and lists of actual or potential customers or suppliers. Confidential Information also includes any information described or designated as proprietary or confidential information, whether or not owned or developed by the Contractor or Owner. Confidential Information does not include information which: (a) is already known by Contractor at time of disclosure; (b) is or becomes, through no act or fault of Contractor, publicly known; (c) is received by Contractor from a third party without a restriction on disclosure or use; or (d) is independently developed by

Contractor without reference to the Confidential Information. During and after the term of this Agreement, Contractor shall hold the Confidential Information in confidence and shall not disclose the Confidential Information to any third party, except to the extent required by a court or governmental agency pursuant to a statute, regulation or valid order, nor use the Confidential Information for any purpose other than as permitted in this Agreement. Upon request by the Contractor and in any event upon termination of the engagement of Contractor with the Owner for any reason, Contractor shall promptly deliver to the Owner all property belonging to the Contractor and Owner, including without limitation all Confidential Information (and all physical embodiments of such information) then in Contractor's custody, control or possession.

(b) Ownership of Work Product. All copyrights, trade secrets, trademarks, service marks, or other intellectual property rights associated with any ideas, concepts, techniques, processes or works of authorship developed or created by Contractor during the course of performing Work on behalf of the Owner shall belong exclusively to the Contractor. Owner automatically assigns to the Contractor, at the time of the creation of such material, all copyright or other intellectual property rights in such materials.

(c) Enforcement and Damages. Owner acknowledges that all covenants contained in this Section are made expressly for the benefit of the Contractor and for any subsidiary or affiliate of the Contractor and may be enforced by the Contractor, any such subsidiary or affiliate or any successor or assign. Owner acknowledges that there is no adequate remedy at law to redress a breach or threatened breach of the covenants contained in this Section and therefore agrees that the party seeking to enforce any of such provisions shall be entitled to an injunction or other equitable relief against Owner restraining Owner from such breach, and Owner waives any claim or defense that such enforcing party has an adequate remedy at law for any such breach; provided, however, that nothing contained in this Agreement shall prohibit the Contractor or its successors from pursuing any other remedies, including the recovery of damages.

5. Insurance.

(a) Scope. During the term of this Agreement, Contractor shall maintain comprehensive general liability insurance (written on an occurrence basis) that covers bodily injury (including death) and property damage, in a combined single limit of not less than one million dollars (\$1,000,000.00). This policy shall include: (i) coverage for products liability and blanket contractual liability applicable to this Agreement naming the Owner as an additional insured; and (ii) workers' compensation and disability insurance and any other legally required insurance covering all individuals engaged in the performance of Work pursuant to this Agreement, in conformance with the requirements of the laws of the State of Texas and any other applicable state.

(b) Requirements and Proof of Insurance. All of the insurance policies required under this Section shall be underwritten by insurers having a Best's Rating of A and Financial Size Category of VIII or higher, or by such other insurers as shall be acceptable to the Owner in its sole discretion. In addition, a certificate of the issuance of each such insurance policy shall be delivered to the Owner prior to the commencement of performance of any Work. Such certificate shall contain an agreement by the insurance company issuing the policy that the policy will not be canceled, terminated or modified without thirty (30) days' prior written notice

to the Owner. At least two weeks prior to the expiration of the original policy or any renewal thereof, a new certificate of the renewal of such insurance shall be delivered to the Owner.

6. Compliance with Laws. Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Work, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Work, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

7. Termination.

(a) General. Contractor and the Owner shall have the right to terminate this Agreement at any time by mutual agreement in writing. In the absence of a mutual agreement, either Contractor or the Owner may terminate this Agreement at any time by giving ten (10) days' written notice to the other party.

8. Liability; Indemnification. Because of its independent status, Contractor is solely and completely accountable for the Work, and the Owner shall have no liability whatsoever to any party for such Work provided by Contractor. Contractor agrees to indemnify, defend and hold the Owner harmless from and against any and all losses, liabilities, damages, claims, demands, suits, actions and/or judgments, and all costs and expenses (including attorneys' fees): (a) based upon or arising out of damage to property or injury (including death) to any person caused by any act or omission of Contractor or any of Contractor's agents, employees, sub-contractors or representatives; (b) sustained in connection with the performance of the Work under this Agreement; (c) based upon or arising from the failure by Contractor to carry out its obligations under this Agreement, including without limitation Contractor's failure to provide the required insurance; or (d) from any unauthorized disclosure of all or part of the Confidential Information by Contractor or any of Contractor's agents, employees, sub-contractors or representatives. Except to the extent allowed by the laws of the State of Texas, the Owner shall not indemnify Contractor for any liability incurred by Contractor or any of Contractor's agents, employees, contractors or representatives. **THE OWNER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES ARISING OUT OF THIS AGREEMENT.**

9. Miscellaneous.

(a) Entire Agreement. This Agreement (including all Schedules), as amended from time to time in accordance with its terms, contains the entire agreement, and supersedes all prior discussions, understandings and agreements, between the parties with respect to its subject matter.

(b) Amendment. This Agreement may be amended or modified only in a writing signed by the parties.

(c) Governing Law. This Agreement is to be governed by and interpreted under the substantive laws of the State of Georgia, without regard to conflicts of law principles.

(d) Notices. All communications, notices and disclosures required or permitted by this Agreement shall be in writing and shall be deemed to have been given when delivered personally or by messenger or by overnight delivery service, or when mailed by registered or certified United States mail, postage prepaid, return receipt requested, or when received via facsimile or other electronic transmission, addressed as follows:

To Owner:

City of Corpus Christi
c/o Corpus Christi International Airport
1000 International Drive
Corpus Christi, TX 78406
Attn.: Director of Aviation
Telephone: 361-289-0171
Facsimile: 361-289-0251
E-mail: freds@cctexas.com

To Contractor:

Infax, Inc.
4250 River Green Parkway, Suite D
Duluth, GA 30096
Attn.: Daniel L. McWilliams
Telephone: 770-209-9925
Facsimile: 770-209-0671
E-mail: dmcwilliams@infax.com

(e) Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors, representatives and permitted assigns.

(f) Headings; Gender; Number. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any of its provisions. For purposes of this Agreement, when the context so requires, the masculine, feminine and neuter genders may be used interchangeably and the singular may include the plural and vice versa.

(g) Assignment. The parties acknowledge that this Agreement has been entered into as a result of, among other things, the special skills of Contractor, and agree that this Agreement may not be assigned or transferred by Contractor, in whole or in part, without the prior written consent of the Owner. The Owner will have the right, in its sole discretion, to assign or to delegate any or all of its rights or obligations under this Agreement to any person or entity, including without limitation an affiliate of the Owner, without obtaining the consent of Contractor; provided, however, that the Company will not be relieved of any of its obligations by such assignment.

(h) Severability. The provisions of this Agreement are deemed by the parties to be severable, and the invalidity or unenforceability of any one or more of the provisions of this Agreement will not affect the validity or enforceability of any other provision.

(i) Waiver. No failure on the part of any party to exercise, and no delay by any party in exercising, any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy by any party preclude any other or further exercise of it or the exercise by that party of any other right, power or remedy. No express waiver or assent by any party to any breach of or default in any term or condition of this Agreement by the other party on one occasion shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition.

(j) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. Facsimile and electronic executions and deliveries shall have the full force and effect of original signatures.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

CONTRACTOR:

Infax, Inc.

By: 

Its: CFO

Owner:

City of Corpus Christi

By: _____

Its: _____

Schedule A

Work

Description of Work

- **MUFIDS system upgrade, as detailed on attached Infax quote number CRP2421(4).**

Work Schedule and Timing

- Contractor shall not deliver any materials to the Project site or commence the Work until notified by the Owner to do so.
- The days and hours of Contractor's performance and the specific manner by which the Work are performed by Contractor are solely within the discretion of Contractor, as long as they are consistent with the Owner's general standards with respect to such Work and any particular Owner requirements.

Contract Term

- Project is expected to be completed in 90 days from receipt of signed contract.

Schedule B

Compensation

The Owner agrees to compensate Contractor as follows:

- Contractor shall receive **\$138,348.00**.
- All amounts due and payable to Contractor pursuant to this Schedule B shall be paid **30 days from date of invoice. These payment terms shall control, even though they may not be consistent with Contractor's quote letter.**
- Upon termination of this Agreement prior to the completion of the Work for any reason, Contractor shall only be entitled to amounts earned through the date of termination.



4250 River Green Parkway · Suite D
Duluth, Georgia 30096

April 24, 2014

Mr. Aaron Rose
Moye I.T. Consulting, LLC
1255 Corporate Drive, Suite 100
Irving, TX 75038

RE: Price Quotation for Infax WinFIDS® Application Suite

Dear Mr. Rose,

Infax, Inc. is pleased to offer this price quotation for an upgrade to the current flight information display system at Corpus Christi International Airport. We appreciate your interest in our WinFIDS7® Application Suite and look forward to working with you on this project. Please note that this quotation will expire July 1, 2014. Please contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Danielle King". The signature is written in a cursive, flowing style.

Danielle King
Transportation Account Executive
(678)533-4017
dking@infax.com

cc: Mike Davis

CRP2421(4)

Corpus Christi International Airport
Multi-User Flight Information Display System Scope of Work
Infax, Inc. will provide the following equipment and services for this project:

MUFIDS Hardware:

- Provide, configure, and install two (2) rack-mount MUFIDS system servers configured for primary-secondary backup
- Provide, configure, and install twenty-five (25) 40-inch LED flat panel monitors
- Provide, configure, and install four (4) 55-inch LED flat panel monitors
- Provide, configure, and install twenty-nine (29) digital display players
- Provide, configure, and install five (5) Workstations
- Provide, configure, and install two (2) touch screen Baggage Claim Input devices

FIDS System Software

- Provide, configure, and install Microsoft Server 2012 and SQL 2012
- Provide, configure, and install Infax WinFIDS[®] application software suite
- Provide, configure, and install Engage ad manager and Composer page creator software
- Provide, configure, and install Infax WinFIDS Digital Display Controller Licenses (DDC)
- Provide, configure, and install Infax WinFIDS Bag Claim Input Controller Licenses
- Provide, configure, and install Infax WinFIDS Airline Workstation Licenses
- Provide, configure, and install interface to FAA ASDI flight information data feed for real-time arrival and departure information
- Provide, configure and deliver XML, Flat File or similar to Airport Web Developer for display for real-time flight information on airport website.
- Provide, configure, and implement a mobile website utilizing a graphical interface.
- Provide weather forecast and map integration

Installation, Training and Project Management Services

- Provide on-site project management services and product submittals
- Provide on-site user and administrator training as per specification
- Provide software configuration and setup of devices
- Provide all travel and site expenses for Infax employees
- Basic one year support agreement included
- Provide freight and insurance for shipment of products to project site

Total Price: **\$138,348.00**

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- Total base price includes an Infax one year basic system support agreement.
 - Infax provided hardware will be covered under the manufacturer's warranty.
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Add Alternate for Infax XML Feeds:

- Direct airline feeds for Southwest, United and American Eagle including the interface set up fee in the Infax Data Center and are provided for no additional charge in the base quote. Airline data will be transmitted from the Infax Data Center to the MUFIDS servers located at the airport site.
- If a system support agreement is purchased after the first year, these direct feeds would remain as is for no additional charge.
- If a system support agreement is not purchased after the first year, the direct feeds will be invoiced at \$200.00 per month (total for all three data feeds).

FAA ASDI Monthly fee after the first year: \$360.00

Accuweather Mapping and XML data monthly fee after the first year: \$ 150.00

Terms & Conditions:

- ▶ Payment terms Net 30 days from shipment
- ▶ Hardware and Software to be invoiced as shipped. Installation will be invoiced upon completion or monthly
- ▶ Quotation is subject to change based on any modifications to the scope of work
- ▶ Infax provided hardware is covered under the manufacturer's warranty.
- ▶ Project completion: 60-90 days after receipt of order

Exclusions:

- ▶ Server rack
- ▶ Monitor Mounts
- ▶ Installation of Monitor Mounts
- ▶ Custom millwork or cabinetry including free standing structure and framework
- ▶ Electrical, conduit and data cabling
- ▶ Network Equipment (switches, routers, etc.)
- ▶ Applicable sales and use taxes. Sales tax will be invoiced if sales tax exemption certificate is not provided.
- ▶ Payment and Performance Bond