

ADDENDUM NO. 9
BY AND BETWEEN
GREATER ORLANDO AVIATION AUTHORITY
AND
VEOVO, INC.
TO

W-375 RESOURCE MANAGEMENT SYSTEM CONTRACT

This Addendum No. 9 ("Addendum 9") is made and entered into, as of the 11 day of January 2022, subject to, and incorporated by reference into the above referenced Contract entered into between Greater Orlando Aviation Authority ("Owner" or "Aviation Authority") and Veovo, Inc. ("Contractor", together with Owner, the "Parties"), dated as of August 20, 2018. The Parties acknowledge and confirm that this Addendum and activities hereunder are bound by the Contract.

WITNESSETH:

WHEREAS, on August 15, 2018, the Aviation Authority Board approved the Contract between Owner and Contractor; and,

WHEREAS, Owner and Contractor have entered into that certain Addendum No. 1 that set forth the process through which the Parties would design the Solution, which Solution will involve the use by Owner of certain Contractor Software; and,

WHEREAS, Owner and Contractor have entered into that certain Addendum No. 2, that set forth the process through which such Solution was designed, configured, tested, and implemented and through which Owner's staff was trained to use the Solution; and,

WHEREAS, Owner and Contractor have entered into that certain Amendment No. 1 to Addendum No. 2 that set forth additional deliverables in reporting and Revenue Management features of the Solution; and

WHEREAS, Owner and Contractor have entered into that certain Addendum No. 3 under which the Contractor made its Software available to Owner as set forth therein; and

WHEREAS, Owner and Contractor have entered into that certain Addendum No. 4 Contract to incorporate Contractor's provision of additional Solution deliverables and modifications in order to provide Solution functionality desired by the Owner, including twenty (20) Post Implementation Reports that assist Finance and Operations Departments in the tracking of Airlines Billable usage of Aviation Authority facilities and a modification of PROPworks statistical export programs for passenger and landings; and

WHEREAS, Owner proceeded with an Addendum No. 5 for licenses and support services and had same approved at the October 21, 2020, Aviation Authority Board meeting, however it was subsequently discovered that Addendum No. 3 had previously approved and authorized the licenses and support service rendering Addendum No. 5 superfluous; and

WHEREAS, Addendum No. 5 was not executed by the Parties, but for continuity it remains as part of the record; and

WHEREAS, Owner and Contractor have entered into that certain Amended and Restated Addendum No. 6 that combines both inbound and outbound AIDX interfaces into one scope and updated the quote for said work for the VRC as more particularly described therein; and

WHEREAS, Owner and Contractor have entered into that certain Addendum 7 to add the necessary interface of an AIDX with the Baggage Handling System ("BHS") to add Pre-Cleared Flight Status to Arrivals; and

WHEREAS, Owner and Contractor have entered into that certain Addendum 8 to add a AIDX Representational State Transfer (REST) Inbound and Outbound Push Adapter interface between the Veovo RMS and the Aviation Authority's Visual Docking Guidance System (VDGS) with ADB Safegate; and

WHEREAS, Owner and Contractor desire to enter into this Addendum 9 for design workshops and the creation of design documentation for the South Terminal Complex, pursuant to the scope attached hereto as Exhibit "A" (the "Addendum 9 Scope").

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, the Parties hereby amend the Contract as follows:

A. General Provisions:

Capitalized words not defined herein shall have the meanings ascribed to them in the above referenced Contract. In accordance with Section 1.8 of the above referenced Contract, in the event of a conflict between this Addendum and the General Conditions of Contract set forth in the Contract referenced above or any other addendum under the Contract, with respect to the Addendum 8 Scope, this Addendum shall control.

This Addendum and the pricing set forth herein are specific and applicable to Contractor's and may be amended or modified only by written agreement in accordance with the Contract. Each Party represents and warrants that it is authorized to execute this Addendum as a binding obligation; by executing this Addendum, each Party confirms that no further requirements or processes are required in order to authorize commitment to proceed.

B. Scope of Services:

The Work to be provided under this Addendum 9 shall consist of the following:

1. Effective Date: The effective date of this Addendum 9 shall be the date listed above.
2. Scope of Services Summary

The Contractor shall provide all services required to conduct the design workshops with the Owner's Subject Matter Experts (SMEs) and to create the design documentation for the work required for the integration of the South Terminal Complex into the Resource Management Solution. The workshops and design documentation are to be conducted and completed over a thirty (30) day period starting from the Effective Date of this Addendum 9, subject to availability of Owner SMEs.

3. Compensation: In consideration of the Work to be performed pursuant to Addendum 8, the compensation payable to Contractor is a lump sum of \$25,600.00, paid pursuant to the milestones set forth below.

Contractor may submit an invoice in the following amounts upon achieving the following payment milestones:

Design Workshops and Creation of Design Documentation – Fixed Price:

	Description of Payment Milestones	Payment
100%	Upon successful Completion of the Workshops and Deliver of Design Documentation and Approval of same by Owner – Professional Services	Lump Sum of \$25,600.00
Total	Addendum 9 Scope	\$25,600.00

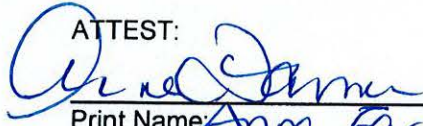
Payment shall be made accordance with the terms of the Contract. The Aviation Authority and Contractor negotiated the foregoing fixed fee arrangement and agree that this ADDENDUM 9 does not materially alter the original Contract such that a cardinal or constructive change to the original Contract has occurred.

4. Continuing Effect of Contract Provisions. Except as amended by Addendum No. 1, Addendum No. 2, Amendment No. 1 to Addendum No. 2, Addendum No. 3, Addendum No. 4, Addendum 5, Amended and Restated Addendum 6, Addendum 7, Addendum 8, and this Addendum 9, the Contract shall continue in full force and effect in accordance with its terms and conditions.

5. The Exhibits attached hereto are hereby acknowledged to be true and accurate reflections of the intent of the Parties, are intended as guidelines for the prosecution of the Work and are subject to change during the prosecution of the Work upon mutual written agreement of the Parties, which may be evidence by e-mail communication. The Exhibits are hereby incorporated into this Addendum and made a part hereof.

[Intentionally Blank – Signature Page to Follow]

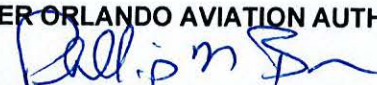
IN WITNESS WHEREOF, the Parties hereto have caused this Addendum 9 to be duly executed as of the date and year first written above.

ATTEST:

Print Name: Anne Farmer
Assistant Secretary

[Official Seal]

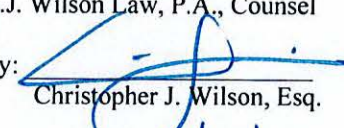
"AVIATION AUTHORITY"

GREATER ORLANDO AVIATION AUTHORITY

By: 
Phillip N. Brown, AAE
Chief Executive Officer
Date: 1-13-2022

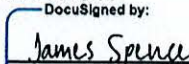
APPROVED FOR FORM AND LEGALITY for the use and reliance of the Greater Orlando Aviation Authority, only.

C.J. Wilson Law, P.A., Counsel

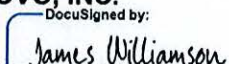
By: 
Christopher J. Wilson, Esq.
Date: 1/13/22

"CONTRACTOR"

VEOVO, INC.

ATTEST:
DocuSigned by:

B41CBDECF0614C5...
Secretary
James Spence

[CORPORATE SEAL]

DocuSigned by:
By: 
D4077885154A4F...
James Williamson
Its: President

Print or Type Name and Title

Date: 1/12/2022

Exhibit A – ADDENDUM 9 Scope



Veovo Inc
Level 5, Suite 566
100 E Pine Street, Orlando, FL 32801
Ph: +1 (321) 206 9030
Email: info@veovo.com

Monday, December 13, 2021

Greater Orlando Aviation Authority
Orlando International Airport
One Jeff Fuqua Boulevard Orlando
Orlando, FL 32827-4392
United States

Attention: Bob DeBaere

Dear Bob

Reference: Design workshops and documentation for the Southern Terminal

Veovo is very pleased to present the Greater Orlando Aviation Authority (GOAA) with our indicative investment Summary proposal for the Design workshops and documentation for the Southern Terminal at Orlando International Airport.

We thank you for the opportunity of responding to your requirements and look forward to discussing how we can continue to assist the Greater Orlando Aviation Authority (GOAA) in the future.

Please don't hesitate to contact me should you have any questions.

Best Regards

A handwritten signature in blue ink, appearing to read "Simon Ash", with a stylized flourish at the end.

Simon Ash

Business Development Manager
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www.veovo.com

Indicative Investment Summary

Design workshops and documentation for the Southern Terminal

Fixed Price quotation

Description	Est. Total
Design workshops and documentation for the Southern Terminal - Workshops with GOAA Subject Matter Experts (SME) - Creation of Design documentation (to be mutually agreed). Veovo will prepare an investment proposal from the final design documentation for the work required for the Southern Terminal. Veovo envisions that the work will be conducted over an elapsed time of one month (Subject to GOAA SME availability). Four person weeks have been allocated for the Design workshops and documentation for the Southern Terminal.	\$25,600
Total	\$25,600

Project Payment Milestones

Milestone & Invoice may be issued	Payment
Profession Services will be invoiced upon project completion.	\$25,600
Total	\$25,600

Pricing notes:

- All work will be performed remotely.
- The currency used for the pricing is United States Dollars, excluding taxes, import duties and customs clearance.
- This Indicative Investment Summary proposal is subject to the GOAA brief on Thu 16/12/2021 been in line with Veovo's initial expectations of the work required.
- This quote is valid for 60 days from the quotation date.