



THE SMARTER WAY TO RUN YOUR FBO

X-1FBO™ SYSTEM AGREEMENT

FOR:

Augusta Regional Airport Aviation Services

George Reyes

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(305) 219-5796

THIS AGREEMENT by and between GMSTEK, LLC ("GMSTEK") with its principal place of business at 18001 Old Cutler Road, Palmetto Beach, FL 33157, as Licensor, and Augusta Regional Airport Aviation Services (Augusta Regional Airport - KAGS), having its principal place of business at 1501 Aviation Way, Augusta, GA, 30906; as Licensee, is made effective as of the last date it is signed by both of the parties hereto (hereinafter the "Effective Date").

WHEREAS, Augusta Regional Airport - KAGS wishes to deploy the X-1FBO™ System ("X-1FBO"), a cloud-based management system that provides real time, mission critical information.; and

WHEREAS, GMSTEK wishes to provide Augusta Regional Airport - KAGS with a non-exclusive license to utilize X-1FBO;

NOW THEREFORE, the parties hereby agree:

I. Augusta Regional Airport - KAGS X-1FBO System Modules

- Core Modules – Customer Service, Pricing & Inventory, Invoice & Payment
- Fuel Management Module
- X-1 SinglePoint Module
- X-1 TRX
- X-1 Portal
- Customer Provided Export File

II. X-1FBO Implementation Process

The following proven implementation process will be followed:

- a. **Initial Field Visit:** At the Customers request, a member of the X-1 Onboarding Team will schedule a visit to meet with Augusta Regional Airport- KAGS's department heads and to evaluate and observe operations, gather the data and information necessary to initiate the onboarding process and facilitate a successful setup process. An understanding of daily operations and the depth of information to be received will help ensure that X-1 Onboarding team successfully establishes the Augusta Regional Airport - KAGS X-1FBO environment. Pricing for the initial field visit is set forth in section III of this agreement.
- b. **Data Collection & System Design:** The X-1 Onboarding Team will schedule a series of online meetings to work with Augusta Regional Airport - KAGS's team to review data required in the X-1FBO Onboarding Forms, meet with Augusta Regional Airport - KAGS's department heads to gather further information to complete data collection and to help understand Augusta Regional

Airport - KAGS's current processes and workflows. In conjunction with the Data Collection, GMSTEK will provide Augusta Regional Airport- KAGS access to a project management tool that allows the customer to monitor the progress of the onboarding process and upload various outstanding requirements.

- c. **Training & Delivery:** Augusta Regional Airport- KAGS will be provided with X-1FBO system access for training and so that staff can familiarize themselves with using X-1FBO in an environment where transactions are not live. Onboarding will include an in-depth, dual entry testing phase in this production environment. Augusta Regional Airport - KAGS agrees to ensure that all proper personnel are made available to conduct training and participate in dual entry processes to reasonable extents.
- d. **Go Live:** GMSTEK Onboarding personnel will provide Go-Live support to the customer as the customer transitions to X-1FBO in the live environment. Support will be provided either on-site or remote per the terms set forth in section III of this agreement. The Onboarding Project will be scheduled to be completed approximately 90 days after contract execution. FBO requirements and bandwidth will have an impact on projected timelines.
- e. **Post-Go Live:** Following Go-Live the Onboarding team will conduct scheduled follow-up calls for the period of six (6) weeks. During that period and for the duration of the contract, the customer will have access to live customer support 0700 to 2200 Eastern, via email at support@x1fbo.com and in app through the X-1FBO chat tools or through the X-1FBO support site at www.support.x1fbo.com. Additional training resources and materials will be available at <http://help.x1fbo.com>. Emergency Customer Support will be available 24/7/365 at +1 (786) 725-5058

III. One Time Implementation, Hardware & On-Site Support Charges

Description	QTY	Unit Cost	Total
Installation Set Up & Data Migration Set up of the customers instance of the X-1FBO solution and establishment of the environment to facilitate data migration.	1	\$1,500.00	\$1,500.00
Initial Field Visit The initial field visit is the opportunity to meet at the FBO to gather required information, start data collection and review operations. Or, the time allotted for the initial field visit may be used during the onboarding process to conduct on-site training and/or assistance during the dual-entry portion of the onboarding process. The X-1FBO onboarding representative will discuss these options with proper parties during the onboarding launch call to determine what best suits the unique needs of the FBO(s). \$75 per diem and out of pocket travel expenses billed post visit. Typically, 1 person at 2 days. Pricing per person, per day. (2 day minimum)	2	\$750.00	\$1500.00
Premium Go-Live (On Site) X-1FBO team provides onsite support for the FBO go-live date. Each team member @ \$750/day. An additional \$75 per diem and out of pocket travel expenses billed post go-live. Typically, 1 person at 3-4 days. Pricing per person, per day.	4	\$750.00	\$3,000.00
Initial Training Webinars Initial training webinars conducted during the onboarding period. Webinars last approximately 1.5 to 2 hours and can be scheduled for longer, as needed. Additional training is available at \$350 per 2-hour web-based session. On-site training will be conducted at \$750 per person per day plus a \$75 dollar per day per diem.	3	\$350.00	\$1,050.00
X-1 SinglePoint (Armor 21 Device Kit) Rugged handheld device for X-1 SinglePoint, includes belt holster, case and charging dock.	2	\$529.99	\$1,059.98
X-1 Cloud Connect (v3.0.X)	5	\$899.99	\$4,499.95

Advanced IoT hardware that links fuel trucks to cloud-based systems via cellular networks. Requires monthly data & software subscription.			
X-1 Cloud Connect - Custom GNSS, WIFI and Cellular Antenna Designed and manufactured specifically for use with the X-1 Cloud Connect. This High Gain Long Range GPS 4G LTE Outdoor Cellular Base Antenna provides superior signal quality while with a rugged design.	5	\$249.99	\$1,249.95
Accounting / Export File (Customer Provided Export File) This is the recreation of a customer provided Export template. This template will be recreated and added to X-1FBO. The export file will be recreated and added X-1FBO. Once exported, the data will prefill using X-1FBO's data.	1	\$1,000.00	\$1,000.00

Total **\$13,359.88**

IV. Monthly SaaS Subscription Charges

Once the customer instance of X-1FBO has been created for Augusta Regional Airport - KAGS and system access has been provided, subscription billing will commence. If access is provided in the middle of a month, a prorated invoice will be sent for that month. Subsequent invoices will be due on the first of each month, for that month.

Description	QTY	Unit Cost	Discount	Total
X-1FBO Core & Fuel Management Customer Service, Pricing, Inventory, Invoicing & Payments. Includes the Fuel Management Module allowing for complete control of your fuel supply. With the ability to track each fuel load down to the gallon.	1	\$949.00	-\$150.00	\$799.00
X-1 SinglePoint Module Apps and automation for the FBO ramp and fueling environment. Required for X-1 SinglePoint and X-1 Cloud Connect hardware.	1	\$249.00	-\$49.00	\$200.00

X-1 SinglePoint Device Subscription Cellular data, software and management of the hardware through MDM (Mobile Device Management) solutions for mobile devices and IoT hardware. Enables Fuel Truck Automation and location data.	3	\$34.99	\$0.00	\$104.97
X-1 Cloud Connect Version 3.0 (Optional) Lease our transformative IoT device for fuel truck operations. It integrates with truck registers for real-time data collection, automation, and GPS tracking, revolutionizing aviation fueling with advanced features and a user-friendly design.	5	\$99.00	-\$30.00	\$465.00
☒ X-1TRX (Optional) Integrated flight tracking that provides FBO with full inbound traffic map displays for internal and public views with reports. The X-1FBO integration provides for no public viewing which reduces the number of blocked aircraft.	1	\$249.00	-\$49.00	\$200.00
X-1 Portal (Optional) The X-1 Portal provides a gateway to your customers that allows them to submit fuel orders and pay invoices online.	1	\$349.99	-\$100.00	\$249.99

Total **\$2,018.96**

V. Annual Infrastructure, Security and Data Subscription Charges

Description	QTY	Unit Cost	Total
Data & Infrastructure Cost of data storage and security protocol for usage of and access to the X-1FBO environment. Amount is billed annually and a prorated amount will be due following contract execution. e.g., if contract execution is May 1, \$933 (8 months) will be invoiced for that year. Beginning the following year, \$1400 will be invoiced annually in January.)	1	\$1,400.00	\$1,400.00
Total			\$1,400.00

VI. Payment Processing - Credit Card Processing, Optional; X-1PAY Direct Debit Included

Description	Comment
☒ X-1PAY Direct Debit Direct Bank to Bank payment option at 100 basis points/transaction	May be used to receive customer payments or make vendor payments. Replaces credit cards & checks
☒ X-1PAY Merchant Processing All major credit cards can be processed. Cents vary per credit card and will be charged at cost. Pricing is Interchange + cents + 40 basis points/transaction	All major credit cards can be processed. Cents vary per credit card and will be charged at cost

VII. Miscellaneous Terms

- a. **Term of agreement (“Term”):** This Agreement will be for five (5) years with automatic two (2) year renewals thereafter, beginning on the date of contract execution (the effective date), unless Augusta Regional Airport - KAGS or GMSTEK notifies the other party in writing at least ninety (90) days prior to the end of the original Term of this Agreement or any renewal period that it wishes to terminate this Agreement.
- b. **Software Updates:** During the Term, all software updates initiated by GMSTEK to the current X-1FBO System, which are implemented at Augusta Regional Airport - KAGS, will be included in the Monthly SaaS Fees at no additional charge.
- c. **Early termination by Augusta Regional Airport - KAGS:** Augusta Regional Airport - KAGS may terminate this agreement upon one hundred and twenty (120) days written notice if GMSTEK: i) fails to fulfill in any material respect, its obligations under this Agreement, and does not cure such failure within sixty (60) days of receipt of written notice from Customer, which will specifically advise GMSTEK of the alleged failure or; ii) breaches any material term or condition of this Agreement, and does not cure such breach within sixty (60) days of receipt of written notice from Customer, which will specifically advise GMSTEK of the alleged breach.
- d. **Price Guaranty:** The Monthly SaaS Fees, Processing Fees, and Data and Infrastructure Annual Fee specified above will remain fixed through the first year after implementation is completed. On each annual anniversary thereafter, one or more of them may be increased in an amount not to exceed five percent (5%) of the prior year’s Fees.
- e. **Payments to GMSTEK:** The Monthly SaaS Fees will be paid on the first business day of each month for that month by ACH debit through X-1PAY Direct Debit. The One Time Implementation & Hardware Purchase Charge will be paid by ACH debit or check, at Augusta Regional Airport. - KAGS’s option, within ten (10) days after the Effective Date of this Agreement, per diem and

reimbursable travel expenses will be invoiced after they are incurred and due net ten (10) days by ACH debit or check, at Augusta Regional Airport. - KAGS's option. If an ACH debit is not honored by the bank and non-payment extends more than net fifteen (15) days beyond the due date, GMSTEK will have the right to suspend service until the account is brought up to date, and it is expressly authorized by Augusta Regional Airport. - KAGS that GMSTEK may do so and will have no liability for any actual, special, indirect, punitive, or consequential damages of any kind whatsoever, including but not limited to lost profits, that Augusta Regional Airport. - KAGS may incur as a result of the loss of service for failure to make timely payment. Any payments made after more than fifteen (15) days after the due date are subject to a late fee of ten percent (10%) of the invoice total. After the second occurrence of a suspension, GMSTEK shall have the right to require a three (3) month deposit and automatic payment via credit card or bank draft before resuming service.

- f. **Limitation of Liability:** Before data export, Augusta Regional Airport. - KAGS agrees to back up and maintain a redundant copy of its data. GMSTEK offers no warranty, and will not be held liable, for any loss or corruption of data during the data export to the X-1FBO system. GMSTEK will have no liability, express or implied, for actual, special, indirect, punitive, or consequential damages of any kind whatsoever, including but not limited to lost profits, that Augusta Regional Airport. - KAGS experiences as a result of data loss, data corruption, or during the use of the X-FBO system, where such liability would exceed one month's Monthly Recurring Charge for the use of the system. Augusta Regional Airport. - KAGS agrees to hold GMSTEK harmless and not liable for any such damages, harm, claims, fees, taxes, or other charges it may incur, and agrees that Augusta Regional Airport. - KAGS will back-up its data and be solely responsible for failing to do so in advance of the data port and use of the X-1FBO system. GMSTEK is not responsible for and will have no liability for service interruptions caused by power failures, storms, any Force Majeure event (including but not limited to weather phenomenon, tornadoes, hurricanes, typhoons, fires, floods, windstorms, earthquakes, mudslides, other natural disasters, lightning, electrical outages, solar storms, warfare, strikes, acts of terrorism, acts of violence, and other events outside of the control of GMSTEK. Except as otherwise provided in this agreement, GMSTEK shall indemnify and hold harmless Augusta, GA, and its employees and agents from and against all liabilities, claims, suits, demands, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of its work, to the extent caused by GMSTEK's negligence or willful misconduct
- g. **System Updates and Force Majeure:** X-1FBO System updates and maintenance are performed during hours of least usage, generally in the midnight to 4am range of time. Except in emergency situations, at least three (3) days' notice will be provided to Augusta Regional Airport, - KAGS with regard to scheduled upgrades and maintenance. After the occurrence of a "Force Majeure" event, GMSTEK will devote all resources reasonably available to returning X-1FBO to full operation as soon as possible. Since X-1FBO is maintained on multiple servers in separate physical locations, GMSTEK believes that X-1FBO will remain available even during most extreme conditions.

- h. **Non-Disclosure and Confidentiality:** The pricing for the X-1FO system, and technical details of the system that Augusta Regional Airport. - KAGS may learn during its use and Augusta Regional Airport. - KAGS's interactions with GMSTEK are confidential and proprietary to GMSTEK and have been developed at great cost and expense. Augusta Regional Airport. - KAGS agrees not to publish nor disclose to any other person or entity the pricing and other terms of this Agreement. This clause and contract are subject to the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq.
- i. **Limitation of Permitted Use:** Augusta Regional Airport. - KAGS agrees that it will not seek to duplicate, copy, nor assist any other person in using any aspect of X-1FBO, X-1FBO code or software, trademarks, images, logos, software, text, graphics, or pictures or any other information or data utilized within X-1FBO.
- j. **Service Level:** X-1FBO will be up and available 99.9%, 24/7/365. Upgrades will be made and maintenance performed during hours of least usage, generally between midnight and 4am. Except in emergency situations, at least three (3) days' notice will be provided with regard to upgrades and maintenance
- k. **Choice of Law:** The law of the State of Georgia shall govern the contract between Augusta Regional Airport. – KAGS and GMSTEK with regard to its interpretation and performance, and any other claims related to this agreement. All claims, disputes, and other matters in question between Augusta Regional Airport. – KAGS and GMSTEK arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. GMSTEK, by executing this Agreement, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.
- l. **Sole Agreement:** This Agreement constitutes the entire understanding between the parties pertaining to the utilization of X-1FBO in its present condition, explicitly excluding any explicit or implied modifications, updates, or enhancements. It supersedes all prior oral or written representations, promises, or agreements not expressly contained herein. Any modifications to this Agreement must be in writing and signed by both parties, and no verbal modifications will be valid.
- m. Counterparts; Facsimile Signatures. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement, signatures via fax or via DocuSign or Adobe Sign shall be treated as original signatures in all respects.
- n. **Partial Invalidity.** If any term or provision of this Amendment, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Amendment, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Amendment shall be valid and enforced to the fullest extent permitted by law, in the event of a conflict between the terms of the Lease and the terms of this Amendment, the terms of this

Amendment shall control.

- o. Prohibition against contingent fees. GMSTEK warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by GMSTEK for the purpose of securing business and that GMSTEK has not received any non- Augusta Regional Airport. – KAGS fee related to this Agreement without the prior written consent of Augusta Regional Airport. – KAGS. For breach or violation of this warranty, Augusta Regional Airport. – KAGS shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.
- p. Georgia Prompt Pay Act not applicable. The terms of this agreement supersede any and all provisions of the Georgia Prompt Pay Act.
- q. GMSTEK acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, GMSTEK is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of GMSTEK's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that GMSTEK may be precluded from recovering payment for such unauthorized goods or services. Accordingly, GMSTEK agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if GMSTEK provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by GMSTEK. GMSTEK assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity.

Insurance Requirements. GMSTEK shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will ensure and indemnify Augusta Regional Airport. – KAGS against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the GMSTEK in performance of the work during the term of this Agreement.

GMSTEK shall provide, at all times that this Agreement is in effect, Insurance with limits of not less than:

A. Public Liability Insurance – in an amount of not less than One Million (\$1,000,000) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than One

Million (\$1,000,000) Dollars on account of any one occurrence.

B. Property Damage Insurance – in an amount of not less than One Million (\$1,000,000) Dollars from damages on account of an occurrence, with an aggregate limit of One Million (\$1,000,000) Dollars.

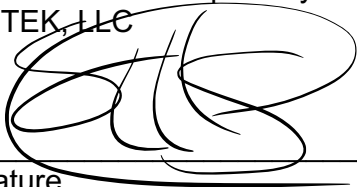
C. Professional Liability Insurance – in an amount of not less than One Million (\$1,000,000) Dollars or an amount that correlates to the aggregate fee on the project should it exceed \$1,000,000.

Augusta Regional Airport. – KAGS will be named as an additional insured with respect to GMSTEK's liabilities hereunder in insurance coverage's identified.

The policies shall be written by a responsible company(s), to be approved by the Augusta Regional Airport. – KAGS, and shall be noncancellable except on thirty-(30) days' written notice to Augusta Regional Airport. – KAGS. Such policies shall name Augusta Regional Airport. – KAGS as co-insured, except professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Executive Director at the time of the execution of this Agreement.

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Agreed To and Accepted By:
GMSTEK, LLC



Signature

Steve Tubbs
Name

SVP of Operations
Title

9/12/2025
Date

Agreed To and Accepted By:
Augusta Regional Airport. - KAGS

Signature

Name

Title

Date

Please initial below to accept.

_____ We will utilize X-1PAY Merchant Processing as described in Section V.

Exhibit A

Special Consideration for Augusta Regional Airport Aviation – Masters Tournament

As Augusta Regional Airport Aviation prepares to host the prestigious Masters Tournament, X-1FBO is pleased to extend special consideration to support the Airport during this period of increased traffic and operational demand. In recognition of the significant influx of activity and resources required to manage the event, X-1FBO will provide one-time special pricing to ensure Augusta Regional has the necessary support to maintain seamless operations. As a valued partner of Augusta Regional Airport, X-1FBO reaffirms its commitment to delivering exceptional service and flexibility. The following pricing structure shall apply specifically to resources dedicated to covering the heightened demand during Nationals:

1. X-1SinglePoint Devices

- Standard pricing: \$75.00 per device, per week.
- Special event pricing: \$50.00 per device, per week, applicable when five (5) or more devices are rented.

2. Personnel Support

X-1FBO shall provide experienced team members to support Customer Service Representative functions. Each team member will possess extensive knowledge of both FBO operations and the X-1FBO platform.

- Standard pricing: \$750.00 per person, plus actual and reasonable out-of-pocket travel expenses (billed post-event), and a per diem of \$75.00 per person, per day.
- Special event pricing:
 - Two (2) team members engaged: \$750.00 per person, plus travel expenses and per diem as outlined above.
 - Four (4) team members engaged: \$450.00 per person, plus travel expenses and per diem as outlined above.

This pricing reflects an effective average of approximately \$56.25 per hour, per person, exclusive of travel expenses and per diem.

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Agreed To and Accepted By:
GMSTEK, LLC



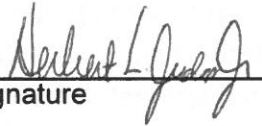
Signature

Steve Tubbs
Name

SVP of Operations
Title

9/26/2025
Date

Agreed To and Accepted By:
Augusta Regional Airport - KAGS



Signature

Client's Full Name
Name

Title

Date

Augusta Regional Airport (AGS) – X-1FBO Aviation Management Software Agreement

Approved by: _____
Garnett L., Johnson, Mayor (Augusta, Georgia)

Date: _____

Attested by: _____
Lena J. Bonner, Clerk of Commission (Augusta, Georgia)

Date: _____

Please initial below to accept.

_____ We will utilize X-1PAY Merchant Processing as described in Section V.