

## **Complete Contract: System Upgrade and Professional Services Agreement**

### **SYSTEM UPGRADE AND PROFESSIONAL SERVICES AGREEMENT**

This System Upgrade and Professional Services Agreement (this "Agreement") is entered into by and between **Jeddah Airport Operations**, whose billing address is Unit 7647 Box 5938, DPO AE 37442 (hereinafter, "Customer"), and **SkyBridge IT Solutions**, a company with an office at [Vendor Address - *not provided in sources, would need to be added*] (hereinafter, "Vendor"), as of this [Day] day of [Month], 2025 (the "Effective Date").

**WHEREAS**, Customer desires to engage Vendor to provide services for the upgrade of an existing CCTV system to an IP-based solution; and **WHEREAS**, Vendor represents that it has the necessary expertise and capacity to perform such services; **NOW, THEREFORE**, in consideration of the mutual promises, covenants, and conditions contained herein, the parties do hereby agree as follows:

#### **1. DEFINITIONS**

1.1. "**Agreement**" refers to this System Upgrade and Professional Services Agreement, including any exhibits or schedules incorporated by reference [Inspired by 1, 31].

1.2. "**Customer**" means Jeddah Airport Operations [Customized from PO100000].

1.3. "**Equipment**" means the hardware components to be supplied by Vendor as part of the Services, including HD cameras, NVRs, and storage [Customized from PO100000].

1.4. "**Services**" means the upgrade, installation, configuration, and testing of the CCTV system, as further described in Section 2 herein [Customized from PO100000].

1.5. "**Vendor**" means SkyBridge IT Solutions [Customized from PO100000].

1.6. "**Charges**" means the fees payable by Customer to Vendor for the performance of the Services and supply of Equipment under this Agreement [Inspired by 3, 9].

1.7. "**Confidential Information**" means all confidential information (however recorded or preserved) disclosed by a party or its representatives to the other party in connection with this Agreement, which is either labelled as such or else which should reasonably be considered as confidential because of its nature and the manner of its disclosure [Inspired by 5, 9, 34].

#### **2. SCOPE OF SERVICES AND DELIVERABLES**

2.1. Vendor shall provide the Customer with the following Services and deliver the specified Equipment: \* **Upgrade of existing CCTV system to an IP-based solution** [Customized from PO100000]. \* **Supply of 48 HD cameras, 3 NVRs, and 20TB storage**

[Customized from PO100000]. \* **Installation, configuration, and testing** of the entire system [Customized from PO100000]. \* The system must support **remote access and facial recognition** capabilities [Customized from PO100000].

### **3. TERM OF AGREEMENT**

3.1. This Agreement shall commence on the Effective Date and remain in full force and effect until the completion of the Services and final payment, unless earlier terminated in accordance with the provisions herein [Inspired by 246, 31].

### **4. CHARGES AND PAYMENT**

4.1. For the performance of the Services and provision of Equipment, Customer shall pay to Vendor the total sum of **USD 372,720.61** (Three Hundred Seventy-Two Thousand, Seven Hundred Twenty Dollars and Sixty-One Cents) [Customized from PO100000].

This total includes: \* Quantity: 66 units [Customized from PO100000].

\* Unit Price: USD 4,910.68 [Customized from PO100000].

\* Tax Amount: USD 48,615.73 [Customized from PO100000].

4.2. Charges shall be due and payable **Net Sixty (60) Days** from the date of a properly prepared invoice from Vendor, following completion and acceptance of the Services [Customized from PO100000, Inspired by 3, 32].

4.3. All Charges are exclusive of any applicable sales tax, which shall be paid by the Customer as required by law [Inspired by 3].

4.4. Invoices shall be submitted to **Jeddah Airport Procurement Office**, located at Unit 7647 Box 5938, DPO AE 37442 [Customized from PO100000].

### **5. DELIVERY AND ACCEPTANCE**

5.1. Vendor shall aim to complete the delivery of Equipment and Services by **June 10, 2025** [Customized from PO100000].

5.2. The Equipment shall be shipped to **Jeddah Cargo Terminal**, located at 489 Kyle Stream, Port Gabriellafort, CT 46873 [Customized from PO100000].

5.3. Customer shall provide acceptance of the Services upon successful completion of installation, configuration, and testing, verifying the system supports remote access and facial recognition [Inspired by 32 for acceptance post-delivery].

### **6. VENDOR'S OBLIGATIONS**

6.1. Vendor shall perform the Services: \* By suitably qualified and experienced personnel [Inspired by 3]. \* Using all reasonable skill and care [Inspired by 3, 31]. \* In accordance with professional standards for performing services of a similar kind [Inspired by 31].

6.2. Vendor warrants that all persons assigned to the performance of this Agreement are fully qualified to perform the Services required [Inspired by 31].

## **7. CUSTOMER'S OBLIGATIONS**

7.1. The Customer shall: \* Ensure that the existing CCTV system environment and any related infrastructure are in suitable condition for the upgrade [Inspired by 2]. \* Provide Vendor with any information that is reasonably requested for the performance of the Services [Inspired by 2]. \* Permit only trained and competent personnel to use the Maintained Equipment and follow any operating instructions as Vendor may give from time to time [Inspired by 2]. \* Provide Vendor with reasonable access to the Maintained Equipment and relevant network access to allow incidents to be diagnosed and, where possible, remotely corrected [Inspired by 15]. \* Not allow any person other than Vendor or its approved subcontractors to alter, modify, or adjust the Maintained Equipment relevant to the Services without the prior written approval of Vendor, during the course of the Services [Inspired by 2].

## **8. WARRANTIES**

8.1. Vendor represents and warrants to the Customer that: \* The Services shall be performed in a professional and workmanlike manner [Inspired variation]. \* The Equipment supplied under this Agreement shall be new or equivalent to new, and free from defects in material and workmanship upon delivery [Inspired by 21, 24]. \* The Services and all work provided under this Agreement will not infringe any patent, copyright, trade secret, or other proprietary right of any third party [Inspired by 35].

**8.2. EXCEPT AS EXPRESSLY SPECIFIED IN THIS SECTION 8, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, OR WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF KNOWN TO VENDOR), NON-INFRINGEMENT, SATISFACTORY QUALITY OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE ARE HEREBY EXCLUDED TO THE GREATEST EXTENT ALLOWED BY APPLICABLE LAW** [Inspired by 3, 273].

## **9. LIABILITY**

**9.1. IN NO EVENT SHALL VENDOR BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOST REVENUE, LOST PROFITS,**

**OR LOST OR DAMAGED DATA, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF VENDOR HAS BEEN INFORMED OF THE POSSIBILITY THEREOF [Inspired by 4, 273].**

**9.2. NOTWITHSTANDING ANYTHING ELSE HEREIN, ALL LIABILITY OF VENDOR FOR CLAIMS ARISING UNDER THIS AGREEMENT OR OTHERWISE SHALL BE LIMITED TO THE MONEY PAID BY CUSTOMER TO VENDOR FOR THE SERVICES IN THE SIX (6) MONTHS PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT [Inspired by 4, 5].**

## **10. INDEMNIFICATION**

10.1. Vendor shall release, defend, indemnify, and hold harmless Customer and its trustees, officers, agents, and employees from all liability, suits, actions, or claims of any character, name, or description including reasonable attorneys' fees, brought on account of any injuries or damage, or loss (real or alleged) received or sustained by any person, persons, or property, arising out of the Services or any other work provided under this Agreement, and/or Vendor's failure to perform or comply with any requirements of this Agreement, including, but not limited to, any claims for personal injury, property damage, breach of warranty, or infringement of copyright, patent, or other proprietary right [Inspired by 36, 47]. These obligations shall expressly survive the expiration or earlier termination of this Agreement [Inspired by 36].

## **11. CONFIDENTIALITY**

11.1. Each party shall keep the other party's Confidential Information confidential and shall not use any Confidential Information except for the purpose of exercising or performing its rights and obligations under this Agreement [Inspired by 6, 33].

11.2. A party may disclose Confidential Information to the extent required by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of the disclosure as possible [Inspired by 6, 34].

11.3. The provisions of this Section 11 shall continue to apply after termination or expiration of this Agreement [Inspired by 6, 34].

## **12. FORCE MAJEURE**

12.1. Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances, or causes beyond its reasonable control, including but not limited to, work stoppages, fires, civil disorders, riots, rebellions, acts of God, pandemics,

or governmental orders [Inspired by 7, 39, 273]. In such circumstances, the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed [Inspired by 7, 39].

### **13. ASSIGNMENT**

13.1. Vendor may assign this Agreement without prior notice to the Customer [Inspired by 7]. Customer shall not assign, transfer, or delegate any of or all of its rights or obligations under this Agreement without the prior written consent of Vendor [Inspired by 7, 40].

### **14. NOTICES**

14.1. Any notice or other communication required to be given to a party under or in connection with this Agreement shall be in writing and shall be sent by pre-paid recorded mail, first-class post providing proof of delivery, or by recognized courier service, at its principal place of business [Inspired by 7, 39].

14.2. Any notice or communication shall be deemed to have been received at the time recorded by the delivery service [Inspired by 7]. Email is an acceptable method for all general transmittals with reference to this Agreement, but formal legal notices may require other methods as specified [Inspired by 85].

### **15. ENTIRE AGREEMENT**

15.1. This Agreement constitutes the entire Agreement between the parties and supersedes and extinguishes all previous Agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter [Inspired by 8, 40].

15.2. Each party acknowledges that in entering into this Agreement it does not rely on any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this Agreement [Inspired by 8].

15.3. Any terms set out in a Customer Purchase Order related to the subject matter of this Agreement are expressly excluded and shall have no effect, and the terms of this Agreement shall prevail over any such Purchase Order [Inspired by 8, 40].

### **16. GOVERNING LAW AND JURISDICTION**

16.1. The validity, interpretation, and enforcement of this Agreement shall be governed by the internal laws of the **State of Georgia**, United States of America, as if performed wholly within the State and without giving effect to principles of conflicts of laws [Inspired by 8, 273].

16.2. The State and Federal courts based in **Atlanta, Georgia** shall have exclusive jurisdiction over any claim arising hereunder [Inspired by 8]. The parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods to the interpretation or enforcement of this Agreement [Inspired by 8].

## **17. MISCELLANEOUS**

17.1. **Severability:** If any provision or part-provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Section shall not affect the validity and enforceability of the rest of this Agreement [Inspired by 8, 40].

17.2. **Waiver:** No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy [Inspired by 7, 39].

17.3. **Relationship of Parties:** Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorize any party to make or enter into any commitments for or on behalf of any other party. Vendor is an independent contractor and not an employee of Customer [Inspired by 8, 32].

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

### **FOR JEDDAH AIRPORT OPERATIONS (CUSTOMER):**

Signature: \_\_\_\_\_ Print Name: Steve Williams  
[Approver name from PO] Title: [Customer Representative Title - *not provided in sources, would need to be added*] Date: \_\_\_\_\_

### **FOR SKYBRIDGE IT SOLUTIONS (VENDOR):**

Signature: \_\_\_\_\_ Print Name: [Vendor  
Representative Name - *not provided in sources, would need to be added*] Title: [Vendor  
Representative Title - *not provided in sources, would need to be added*] Date:

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