

EXHIBIT - COMMERCIAL ADDENDUM

This Commercial Addendum shall incorporate by reference, terms agreed in the 'Framework Agreement' dated 5 May 2026 for the provisions of subscription services and ancillary support services between: (1) AeroCloud Systems Inc (“**AeroCloud**”); and (2) City of McKinney (“**Subscriber**”, “**TKI**” or “**DTX**”) ("**Framework Agreement**"). Both parties agree that the Commercial Addendum located in the Exhibit of the Framework Agreement (“**Previous Commercial Addendum**”) shall be terminated and contemporaneously replaced with the below Commercial Addendum (“**New Commercial Addendum**”) and backdated from the Commencement Date of the Previous Commercial Addendum i.e. 12 May 2026 as if the New Commercial Addendum had always been in force. For the avoidance of doubt, all other provision of the Framework Agreement, including Annex 1 and Annex 2 shall remain unchanged.

If you are entering into the New Commercial Addendum for an entity, such as the company you work for, you represent that you have legal authority to bind that entity.

The New Commercial Addendum may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one New Commercial Addendum. Transmission of the executed signature page of a counterpart of the New Commercial Addendum by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of the New Commercial Addendum. If either method of delivery is adopted, without prejudice to the validity of the New Commercial Addendum made, each party shall provide the other with the original of such counterpart as soon as reasonably possible thereafter. No counterpart shall be effective until each party has executed at least one (1) counterpart.

Service Term	
Commencement Date	12 May 2026
Initial Service Term	5 years from and including the Commencement Date
Services:	
Implementation Services	
Implementation Services for FIDS includes: - o Project management - o Software configuration - o Remote training - o Remote testing - o Go live Implementation for CUPPS and PPSM includes: - o Project Management - o Software and Equipment Configuration - o Airline Onboarding - o Remote Testing - o Remote new airline onboarding - o Onsite Implementation and Airline Testing - o Onsite Training System Users - o Go Live	
Subscription Services	
• AeroCloud CUPPS: 16 workstations (Check-in: 10, Gate: 6) and 1 airline (Avelo) AeroCloud’s CUPPS passenger processing system is built to IATA CUPPS standards and fully compatible with all certified CUPPS peripherals, providing a secure airport desktop environment that enables multiple airlines to operate from shared equipment. Delivered as a fully managed common-use desktop platform, AeroCloud’s CUPPS streamlines passenger processing for airlines, airports, and handling agents. The solution leverages the existing airport operator network, requires no on-site server infrastructure, and integrates seamlessly with leading airlines and major DCS software providers. Users can operate multiple airline tiles within a secure, locked-down Windows environment, with each airline presented with its own login screen and a dedicated sub-menu containing the applications required for its operations. • PPSM: Yes AeroCloud’s PPSM is a passenger processing systems manager that is available alongside the AeroCloud common use products and provides the window into how they are operating, giving a detail understanding of the services they are delivering. The user can monitor status of hardware at airport, identify issues and faults with the equipment and quickly diagnose issues and resolve them, ensuring high availability as well as manage the services taking them in and out of service and access usage reporting (session times, consumable usage, passenger boarded numbers/flow). • AeroCloud FIDS: 23 Screens & 23 Pi’s AeroCloud’s FIDS is a fully cloud-based flight information display system accessible from any modern, internet-connected browser, enabling airports to manage and present real-time flight data without manual schedule uploads and to monitor screens and templates remotely. It automatically integrates data from multiple sources and allows users to manage flight information (such as updating gate, baggage, or status details when automation requires intervention), pages and templates (including creating display pages, applying templates, and broadcasting messages), and resources (such as allocating airlines to desks and assigning or overriding belts and gates). The FIDS Template Catalogue Guidebook provides a range of templates and aesthetic customisation options such as colour, text, logos to meet airport-specific requirements at the point of implementation.	

Additional Airline Application x2

Additional Subscription Services

If Subscriber wishes to deploy up to 10 additional units ("**Additional Unit**") after the Commencement Date of this Commercial Addendum, the next license shall increase per unit per year as per table below ("**Additional Annual License**").

The Additional Annual License figure will be pro-rated based on the month from which the additional unit has been added. For the avoidance of doubt this is only applicable to the Initial Service Term and not for any renewal periods.

If the number of total Additional Units exceeds 10, the additional license figure shall be discussed separately.

Additional Unit	Additional Annual License per Additional Unit (year 1-3) in USD	Additional Annual License per Additional Unit (year 4-5) in USD
CUPPS	\$2,343.00	\$2,483.00
FIDS	\$2,343.00	\$2,483.00
ADDITIONAL AIRLINE APPLICATION	\$3,343.00	\$3,543.00

Support Services

Annex 1 of the Framework Agreement still applies to this New Commercial Addendum and replaces the priority levels, target response and target resolution times set out in Section 4 of the Framework Agreement in respect of the Passenger Processing Solutions only. For the avoidance of doubt, the remainder of Section 4 of the Framework Agreement shall also apply in entirety to the Passenger Processing Solutions.

Hardware

Description and quantity: • PC (Workstation) - Dell i5 x18 • Monitor - 24" Dell x18 • Boarding Pass Printer – Epson x18 • Bag Tag Printers with Roller Kits - TK180 METAL RFID x18 • Barcode Scanner/BGR – Zebra x7 • Document Printer - HP 3001dw x10 • Passport Swipe Reader – Desko x18 • Handscanner – Zebra x11 • AeroCloud AEA Middleware x16 • Firewall/Router x3 • Cables x18 • AeroCloud Boxes – FIDS x30				
Scope Limitations:				
n/a				
Master Users:				
Determined by TKI Operations & IT Team				
Fees, currency, invoicing and payment terms:				
Service	Fees (\$)	Currency	Invoicing Frequency	Payment Terms
Implementation Services	\$19,979.00	USD	On Commencement Date	Upon receipt of invoice
Subscription Services (which is inclusive of any fees for the Support Services) Year 1 – CUPPS, FIDS + PPSM	\$77,173.60	USD	On Commencement Date	Upon receipt of invoice
Subscription Services (which is inclusive of any fees for the Support Services) Year 2 – CUPPS, FIDS + PPSM	\$77,173.60	USD	Annually in line with Commencement Date	Upon receipt of invoice
Subscription Services (which is inclusive of any fees for the Support Services) Year 3 – CUPPS, FIDS + PPSM	\$77,173.60	USD	Annually in line with Commencement Date	Upon receipt of invoice
Subscription Services (which is inclusive of any fees for the Support Services) Year 4 – CUPPS, FIDS + PPSM	\$79,704.56	USD	Annually in line with Commencement Date	Upon receipt of invoice
Subscription Services (which is inclusive of any fees for the Support Services) Year 5 – CUPPS, FIDS + PPSM	\$82,336.76	USD	Annually in line with Commencement Date	Upon receipt of invoice
OPTIONAL ADD-ON: Additional Airline Application	\$2,243	USD	Annually in line with Commencement Date	Upon receipt of Invoice
Hardware	Fees	Currency	Invoicing Frequency	Payment Terms
PC (Workstation) - Dell i5 x18	\$22,395.06	USD	On Commencement Date	Upon receipt of invoice
Monitor – 24" Dell x18	\$3,510.90	USD	On Commencement Date	Upon receipt of invoice
Boarding Pass Printer – Epson x18	\$3,988.98	USD	On Commencement Date	Upon receipt of invoice
Bag Tag Printers with Roller Kits - TK180 METAL RFID x18	\$24,949.80	USD	On Commencement Date	Upon receipt of invoice
Barcode Scanner/BGR – Zebra x7	\$2,939.86	USD	On Commencement Date	Upon receipt of invoice
Document Printer - HP 3001dw x10	\$3,253.60	USD	On Commencement Date	Upon receipt of invoice
Passport Swipe Reader – Desko x18	\$7,828.56	USD	On Commencement Date	Upon receipt of invoice

Handscanner – Zebra x11	\$2,711.61	USD	On Commencement Date	Upon receipt of invoice
AeroCloud AEA Middleware x16	\$1,354.56	USD	On Commencement Date	Upon receipt of invoice
Firewall/Router x3	\$1,075.68	USD	On Commencement Date	Upon receipt of invoice
Cables x18	\$1,120.50	USD	On Commencement Date	Upon receipt of invoice
AeroCloud Boxes – FIDS x21	\$6,257.37	USD	On Commencement Date	Upon receipt of invoice
Shipping	\$756.58	USD	On Commencement Date	Upon receipt of invoice
AeroCloud FIDS Boxes x9	\$2,681.73	USD	On Commencement Date	Upon receipt of invoice
Shipping	\$214.54	USD	On Commencement Date	Upon receipt of invoice
Total Hardware and Shipping Fees	\$85,039.33	n/a	n/a	n/a
Signature:				
AeroCloud		Subscriber		
Name: George Richardson		Name:		
Title: CEO		Title:		
Signature: DocuSigned by: George Richardson 19C8371EF38D4B2...		Signature:		
Date: 7/10/2026		Date:		