

SERVICES AGREEMENT
(Not Construction Related)
 BETWEEN THE CITY OF GLENDALE, ARIZONA
 AND AEROSIMPLE LLC

This Services Agreement (“Agreement”) is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City") and Aerosimple LLC, a Wyoming corporation, authorized to do business in Arizona (“Consultant”) as of the ____ day of _____, 2023 (“Effective Date”).

RECITALS

- A. City retains the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the Scope of Work (“SOW”) attached as **Exhibit A** for the benefit of the public and with public funds;
- B. Consultant desires to provide City with services (“Services”) consistent with industry-best practices and the standards set forth in this Agreement, in order to complete the SOW; and
- C. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Key Personnel; Other Consultants and Subcontractors.

- 1.1 Services. Consultant will provide all Services necessary to assure the Work is completed timely and efficiently consistent within the SOW’s requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.

2. Schedule. The Services will be undertaken in a manner that ensures the SOW is completed timely and efficiently in accordance with the SOW.

3. Consultant’s Work.

- 3.1 Standard. Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the SOW and identified in this Agreement.
- 3.2 Licensing. Consultant warrants that:
 - a. Consultant currently holds all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
 - b. Neither Consultant nor any Subconsultant has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.
 - (2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 Compliance.

- a. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.
- b. Consultant must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Consultant will require any Sub-contractor to be bound to the same requirements as stated within this section. Consultant, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Work Product.

- a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.
 - (3) In such case, City will also remove any seal and title block from the Work Product.

4. **Compensation.**

- 4.1 Compensation. Consultant's compensation for performance of the Work in the SOW, including those furnished by its Subconsultants or Subcontractors, will not exceed \$55,000.00 as specifically detailed in **Exhibit B** ("Compensation").
- 4.2 Change in Scope of SOW. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the SOW is significantly modified.
 - a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the Scope of the SOW contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. Billings and Payment.

5.1 Applications.

- a. Consultant will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Consultant and its Subconsultants; and
 - (2) Unconditional waivers and releases on final payment from all Subconsultants as City may reasonably request to assure the SOW will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

- a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with SOW closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Consultant fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provisions of Sec. 5.
- b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. Conflict. Consultant acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. Insurance. For the duration of the term of this Agreement, Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the

performance of all tasks or work necessary to complete the SOW as herein defined. Such insurance shall cover Consultant, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 Minimum Scope and Limit of Insurance. Coverage must be at least as broad as:

- a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

8.2. Indemnification.

- a. To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Consultant) and that arises out of or results from the breach of this Agreement by the Consultant or the Consultant's negligent actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by Consultant), whether sustained before or after completion of the SOW.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Consultant will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.
- c. Consultant is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

8.3 Other Insurance Provisions. The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

- a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the SOW as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.
- b. For any claims related to this SOW, the **Consultant's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

- 8.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Consultant has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.
- 8.5 Waiver of Subrogation. **Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire** from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).
- 8.6 Verification of Coverage. Within 15 days of the Effective Date of this Agreement, Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Consultant's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.
- Consultant's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Consultant to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the SOW.
- 8.7 Subcontractors. Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.
- 8.8 Special Risk or Circumstances. The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Consultant, the SOW or the insurer.
9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Consultant warrants its compliance and that of its Subconsultants with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Consultant or Subconsultant's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Consultant and Subconsultant warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The Consultant and Subconsultant shall cooperate with the City's random inspections, including granting the City entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.
10. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
11. **Uyghur Forced Labor Prevention Act (UFLPA).** Consultant certifies that it does not currently, and during the term of this Agreement, will not use:
- a. the forced labor of ethnic Uyghurs in the People's Republic of China;
 - b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
 - c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

12. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

13. **Notices.**

13.1 A notice, request or other communication that is required or permitted under this Agreement (each "Notice") will be effective only if:

- a. The Notice is in writing; and
- b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).
- c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

13.2 Representatives.

a. Consultant. Consultant's representative (the "Consultant's Representative") authorized to act on Consultant's behalf with respect to the SOW, and his or her address for Notice delivery is:

Aerosimple LLC
c/o Legal Department
82 N Gould Street, Suite 4717
Sheridan, WY 82801

b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Lindsay Lucas
6835 N. 57th Drive, Suite 100
Glendale, Arizona 85301

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.

- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.

14. Entire Agreement; Survival; Counterparts; Signatures.

- 14.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Consultant and supersedes all prior conversations and negotiations between the parties regarding the SOW or this Agreement.
 - a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
 - b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
 - c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts, if any, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.
- 14.2 Interpretation.
 - a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
 - b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
 - c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.
- 14.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the SOW, or the earlier termination of this Agreement.
- 14.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.
- 14.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 14.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.
- 14.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

15. Term.

The term of this Agreement commences upon the Effective Date and terminates on either the sooner of the one-year anniversary of the Effective Date or on the date the City deems, in its sole unreviewable discretion, that the Work is complete.

- 16. Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

EXHIBIT A
Services Agreement

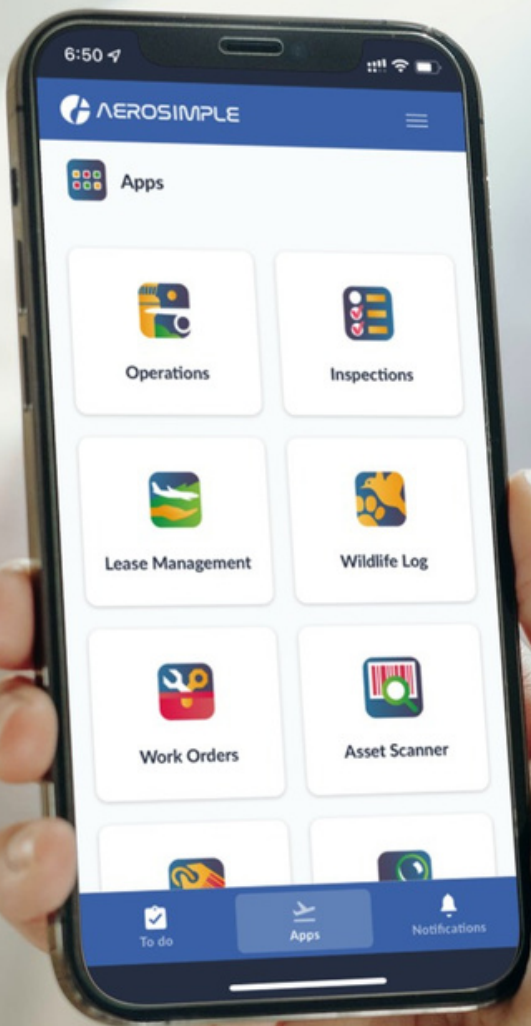
SCOPE OF WORK

Aerosimple LLC shall provide lease and rental management software to the Glendale Municipal Airport to perform such tasks as GIS property mapping, contact management, hangar/building inspections and other functions as provided in the All-in-one Airport Management Platform statement attached hereto as the Scope of Work.



All-in-one Airport Management Platform

(GEU) - Glendale Municipal Airport



Overview & Goals

Aerosimple is pleased to submit this proposal to [Glendale Municipal Airport](#), for digitizing and automating day-to-day operational documentation in compliance with FAA Part 139 regulations. This software is designed to make airport operations simple, transparent, and secure for all the key stakeholders.

Physical documentation of daily airfield inspections and airport regulatory paperwork tends to be a mundane, inefficient, and time-consuming process for airport staff. It also creates a disconnect between airport management and operations staff over a lack of data visibility.

Aerosimple modernizes the process with electronic reporting of inspections from mobile and tablet devices, allowing the airport staff to review information in real-time. The availability of instant data makes the system completely transparent and supports making critical decisions quickly.

Aerosimple offers several improvements for [Glendale Municipal Airport](#) including the ability to:

- ✓ Design and create unlimited customized inspections for airside, landside and terminal operations.
- ✓ Manage Airfield and Non-Airfield Work Orders.
- ✓ Manage and track Airfield Assets, Equipment and Inventory.
- ✓ Manage Incident reports and design unlimited forms.
- ✓ Track and manage tenants in a centralized database with information including Lease Terms, Fees, Documents, Based Aircrafts, and Inspections.
- ✓ Get access to decision tree-tool that allows airports create flowcharts to drive various actions using question based interface.
- ✓ Share Airfield Condition Reports, NOTAMs and other critical airport updated with stakeholders.
- ✓ Automate Safety Management Hazard Reporting, Risk Assessment, Risk Mitigation and Risk Acceptance processes.
- ✓ Log and track Wildlife issues and Operations logs.

Overview & Goals

Our team follows an agile set of practices that intends to improve the effectiveness of the software on a continual basis. We develop and release new features every week which remains highly influenced by the evolving needs of the aviation industry.

[Glendale Municipal Airport](#) will continually use the latest version of Aerosimple software on the Web and Mobile app.

Recently, we launched a knowledge-sharing platform that allows airports to collaborate and share best practices with other airports. [Glendale Municipal Airport](#) can particularly benefit from using some of these templates shared by other airports.

I look forward to discussing how [Glendale Municipal Airport](#) can implement Aerosimple and streamline your day-to-day operations.

Sincerely,



Vishu Rao
Founder and CEO

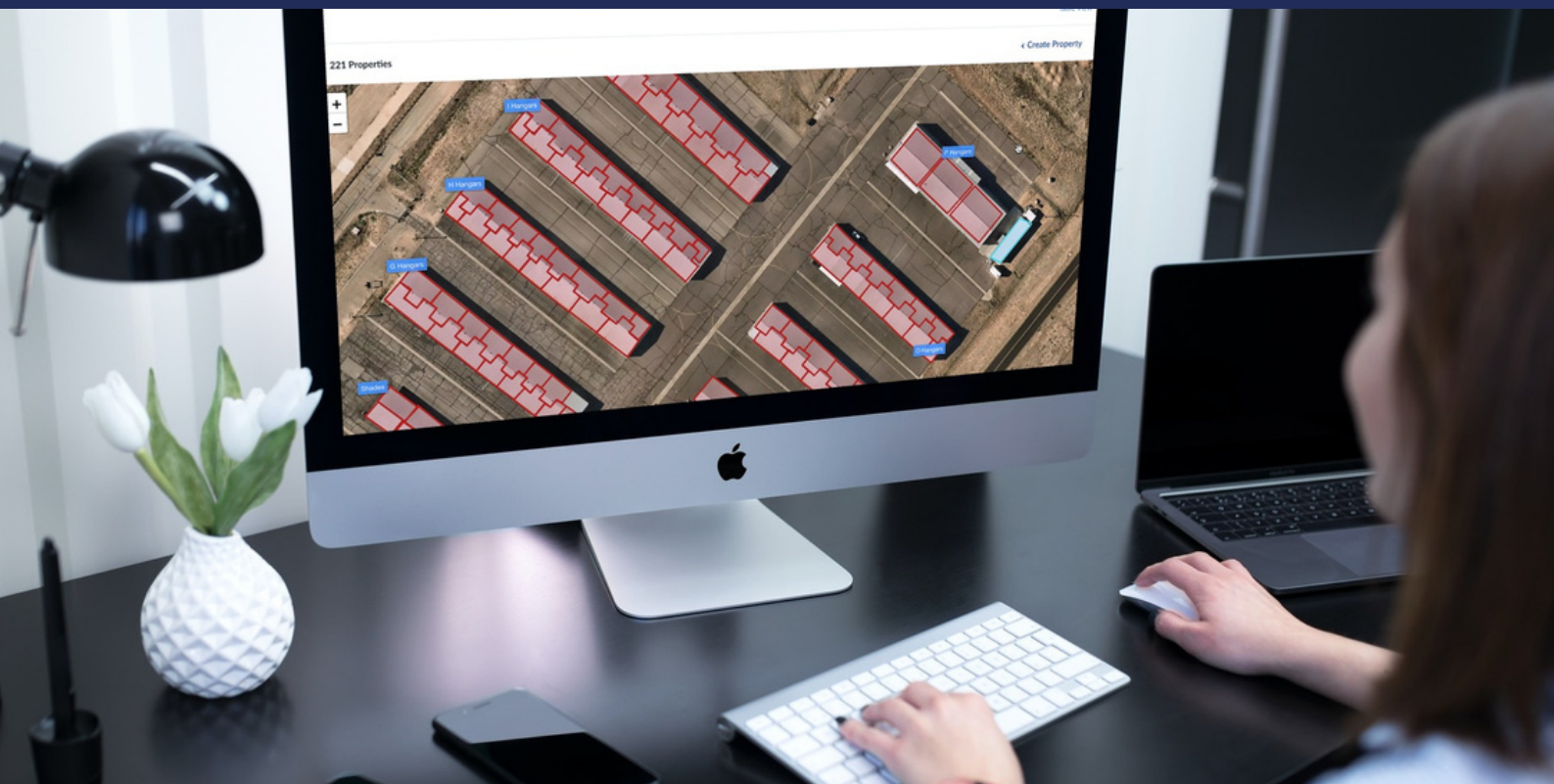
Background/Introduction

Ensuring the safety and security of airfields is serious business. Several operational inspection checklists must accurately be reported to meet stringent regulations for FAA Part 139 Certification. Yet, performing routine airfield inspections with pen and ink on paper reports can be a mundane task with the potential for errors at any stage of the process. With this type of system, data security depends on physical storage of hard copy and electronic files that are stored in file cabinets and on computers that may be exposed to unforeseen security breaches.

Lack of automated notifications and reminders regarding an expired insurance or a certificate could lead to delayed follow-ups and outdated documentation.

Our team has over 125 years of combined experience working with airports and understand the problems encountered by airports of all sizes. That's why we created Aerosimple to digitize and streamline information collection and data visualization which is very important for airports to be more efficient and competitive.

With over 40 airports added in just 15 months, we are one of the fastest growing technology companies, 100% dedicated for supporting the airports industry.



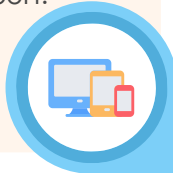
Key Focus Areas

Aerosimple makes airport operations and management simple, easily connecting operators and regulators to ultimately make airports safer.

01

Safety

Aerosimple helps airports digitize several mundane reporting processes ultimately designed to improve the safety of the airport.



02

Security

Aerosimple establishes a secure collaboration platform where information can be stored and accessed by various stakeholders at the airport.



Compliance

Aerosimple automates the tedious parts of airfield inspections so airports can meet requirements without massive overhead costs.



03

Efficiency

Aerosimple's tracking and documentation features make it possible for operations managers to keep up with requirements on a daily basis.



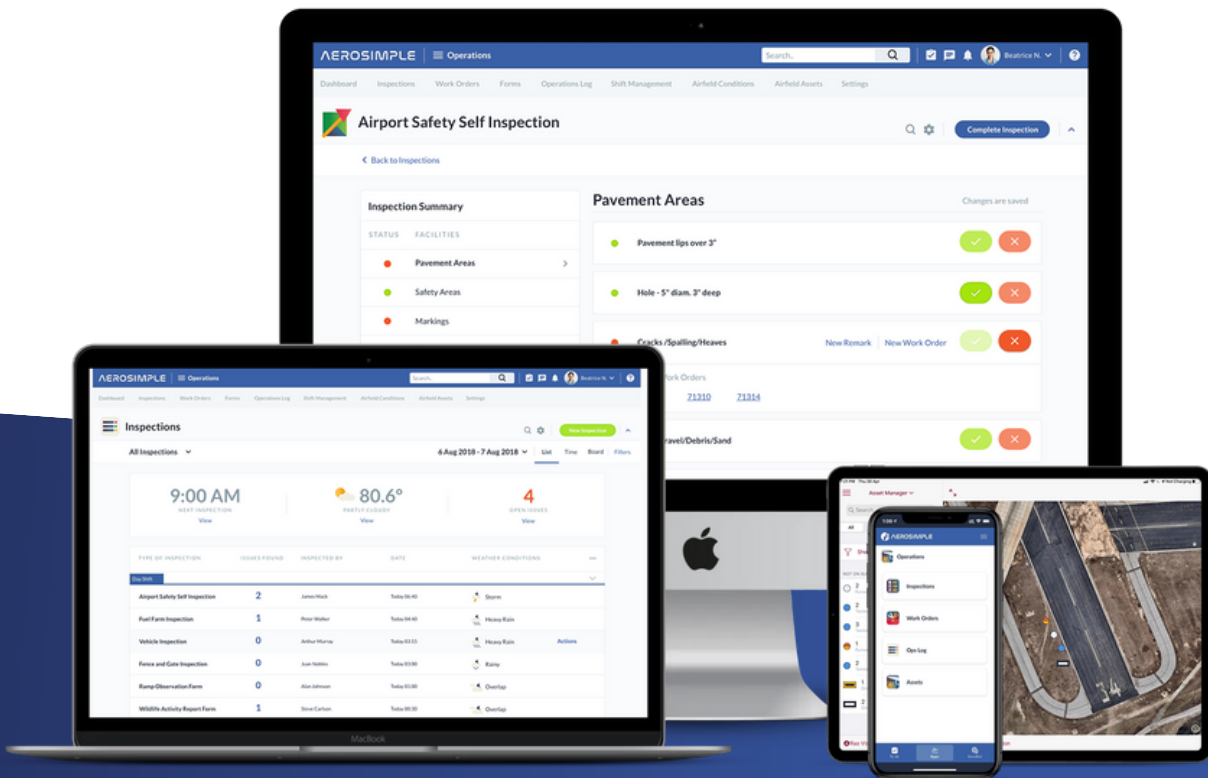
04

Our Platform/Technology

Aerosimple is built with the latest innovations in web and mobile technologies. Our software is accessible from any computer using a web browser. For usage on the field, we built two different mobile apps.

Our Aerosimple Navigator App is available on iOS and Android to provide a superior experience for the operations staff in the truck. This app works 100% offline without any cellular network and has built-in real-time route tracking features.

Our Aerosimple Mobile app is available on both iOS and Android phones for users to access information from anywhere.



State of the Art Web and Mobile Platform

COMPUTERS

Web Browser

TRUCKS

Navigator App

ON THE GO

iOS and Android App





Ops Basic/Part 139 Solution



Inspections

Robust platform to create and manage customized inspection forms and checklists.



Forms

Drag and drop form builder enabling airports to digitize forms and automate data collection process.



Work Orders/CMMS

Schedule, track, and manage maintenance tasks providing an overview of the status of every work request and identify potential issues before they become critical.



Training Management

An all-encompassing integrated training and learning management system that helps in tracking all compliance and qualification based periodic training.



Asset Management

GIS enabled Asset database for better insights into recurring maintenance issues, track inventory, conduct inspections, and monitor associated maintenance costs.



Document Management

Store, organize, and manage digital documents enabling users to easily access and share the documents, track revisions, and version history.



Shift Management

Digitizing the process of scheduling, tracking, and managing the tasks and schedules of airport staff, ensuring that all airport operations are adequately staffed and supported.



Wildlife

Track wildlife incidents, species and direction of travel and integrate it with the FAA bird strike database.



Operations Log

Improve accuracy, efficiency, and accessibility of operations data by automating log entries from Inspections, Work Orders and any IOT devices.



Airfield Condition Reporting

Seamlessly share airfield condition reports, NOTAMs, and critical airport updates with stakeholders from your website.



Phonebook

Create a centralized repository to store details like name, email ID and phone numbers and categorize the contacts based on the nature of their work.



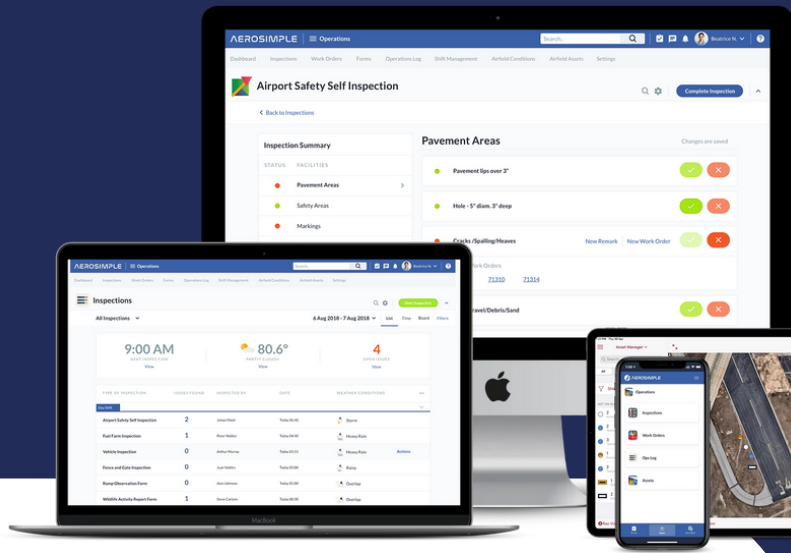
FOD Log

Improve the airfield safety by digitally reporting and tracking unwanted foreign material and debris.



Ops Advanced

Includes all the modules from Ops Basic and additionally offers the following modules



Flows

Streamline complex business processes by creating automated decision trees and workflows to manage and route tasks, approvals, and data.



Learning Management (LMS)

An all-encompassing integrated training and learning management system that helps in tracking all compliance and qualification based periodic training.



Badge Management

Digitize new badge application and renewal processes, signatory approvals, and tracking of background checks including CHRC, and STA enrollments.



Comm Log

An invaluable tool for Operations staff that helps in defining and tracking task start and end times, ensuring precise and efficient task management.



Position Management

Effortlessly assign positions to specific locations, and the associated checklists, forms, and tasks are automatically linked, streamlining workflows like never before.



Noise Management

Track all the noise complaints from a single location, along with the ability to pinpoint the sightings on a map.



Navigator App

State-of-the art app that provides real-time route tracking, offline capability enabling the operations staff to carry out their tasks with greater accuracy, efficiency, and flexibility.



Work Orders/CMMS Solution



Airfield Work Orders

A user-friendly platform for easily submitting, tracking, and managing Work Orders specific to airfield operations.



Non-Airfield Work Orders

Easily submit, track, and manage Work Orders for a wide range of non-airfield activities, such as building maintenance, equipment repairs, landscaping, and more.



Preventative Maintenance

Schedule work orders in advance, assign them to specific personnel, set deadlines, and track progress in order to prevent or reduce the likelihood of equipment failures or malfunctions.



Asset Management

GIS enabled Asset database for better insights into recurring maintenance issues, track inventory, conduct inspections, and monitor associated maintenance costs.

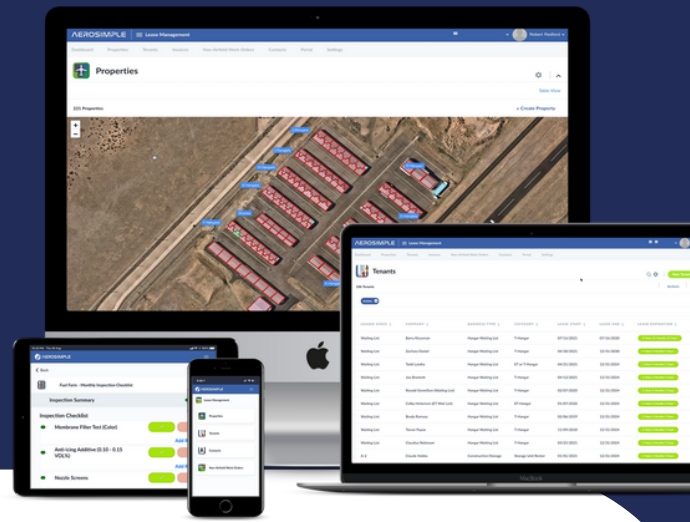


Inventory Tracking

Schedule, track, and manage maintenance tasks providing an overview of the status of every work request and identify potential issues before they become critical.



Lease Management Solution



BASIC SOLUTION

Tenants

Systematically store and find contact information such as names, telephone numbers, email addresses of tenants at one place.

Property Mapping

A comprehensive digital mapping tool that provides an aerial map view with hands-on information of all your airport properties, lands and hangars.

Tenant Portals

Designed to improve collaboration and information sharing between the Tenants and the airport management.

Contacts

The ultimate solution for efficient and secure access to all tenant contact details at one single location.

Non-Airfield Work Orders

Easily submit, track, and manage Work Orders for a wide range of non-airfield activities, such as building maintenance, equipment repairs, landscaping, and more.

Based Aircrafts

Access and track information of all the based aircraft, including the make/model and aircraft type from one single location.

ADVANCED SOLUTION

Includes the modules from Lease Basic and additionally offers the following modules

Hangar Inspections

Digitize the daily hangar inspection forms and free yourself from paperwork.

GASB87

Automate the process of calculating and reporting lease information in accordance with GASB 87 requirements, and get access to a centralized repository for all lease data.

Invoicing

Track all the paid, pending and overdue tenant invoice details from a single location for efficient record keeping.

Online Payments

Tenants can conveniently and securely make payments from the portal.

Transient Form

Empowering airport staff members to effortlessly capture vital data related to transient aircraft parking and landing, all within a single form.



Business Intelligence

State of the art business intelligence toolset that can track key performance indicators (KPIs) to identify trends, monitor performance, and respond quickly to any deviations from established goals.



Simple Pricing

Airports pay a fixed annual subscription with no hidden costs that include:

- ✓ UNLIMITED users
- ✓ UNLIMITED usage/data storage
- ✓ UNLIMITED user training and onboarding sessions conducted remotely via Zoom
- ✓ ZERO upfront setup cost
- ✓ 24x7 Customer Support
- ✓ Concurrent usage - A user can be logged in on the web and mobile at the same time

Description	Annual Subscription Cost for 1 year (USD)	Annual Subscription Cost for 3 year (USD)
Ops and Lease Advanced Solution	\$12,000	\$36,000
BI Tool (Add- On)	\$8,000	\$24,000
TOTAL	\$20,000	\$60,000

Note: Integration to Accounting Software will be charged additionally at a rate of \$3,500 - \$5,000.

CONTACT INFO



US - Registered Office

Aerosimple LLC
30 N Gould ST, STE 4717
Sheridan, WY 82801



US - Sales Office

Aerosimple LLC
2373 Central Park Blvd, STE 100
Denver, CO 80238



+1 833-823-7676



info@aerosimple.com



EXHIBIT B
Services Agreement

COMPENSATION

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the SOW during the entire term of the SOW must not exceed \$55,000.00.

DETAILED COMPENSATION

See Attachment.



ENTITY INFORMATION

Search Date and Time: 8/30/2023 1:35:02 PM

Entity Details

Entity Name:	AEROSIMPLE LLC	Entity ID:	23529318
Entity Type:	Foreign LLC Name Registration	Entity Status:	Active
Formation Date:		Reason for Status:	Not expired
Approval Date:	6/5/2023	Status Date:	5/15/2023
Original Incorporation Date:	11/1/2019	Life Period:	5/14/2024
Business Type:	Information	Last Annual Report Filed:	
Domicile State:	Wyoming	Annual Report Due Date:	
		Years Due:	
Original Publish Date:			

Statutory Agent Information

Name:	Appointed Status:
Attention:	
Address:	
Agent Last Updated:	E-mail:
Attention:	Mailing Address:
County:	

Principal Information

Title	Name	Attention	Address	Date of Taking Office	Last Updated
Applicant	Stephen Blessing		2373 Central Park Blvd, Suite 100, DENVER, CO, 80238, USA		6/5/2023 10:50:36 AM