



1200.aero

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Bid

Subscription Pricing

Oct 1, 2023

Airports and FBOs

1200.aero is available as a yearly subscription, priced based on average monthly operations*, as follows:

Average monthly operations	Monthly cost	Yearly subscription
up to 1,000	\$95	\$1,140
1,001-2,000	\$150	\$1,800
2,001-4,000	\$200	\$2,400
4,001-6,000	\$300	\$3,600
over 6,000	\$450	\$5,400

* For airports, the sum of landings and takeoffs to/from runway pavement. For FBOs, the sum of ramp arrivals and departures.

Flight School Fleets

1200.aero is available as a yearly subscription at \$20 per month per tracked aircraft.

Contact

1200.AERO, INC.

Ivan Vasquez
Raleigh, NC
919 360-6120
ivan@1200.aero

Oscar Bermeo
Atlanta, GA
404 661-6656
oscar@1200.aero



1200.aero

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement (this "Agreement") is entered into as of the last date of signature below (the "Effective Date"), by and between 1200.aero, Inc. a North Carolina corporation ("1200.aero") and the Client set forth below:

1200.aero		Client	
Company	1200.aero, Inc.	Client	
Address		Address	
City/State/Zip		City/State/Zip	
1200.aero Principal Contact		Client Principal Contact	
Name	Ivan Vasquez	Name	
Title	Founder & CEO	Title	
Phone	919 360 6120	Phone	
Email	ivan@1200.aero	Email	

1. **Scope of Service.** The following Service will be provided by 1200.aero:

Live Map

- Live tracking of all ADS-B-equipped aircraft within approximately 30 nautical miles of User's airport, including VFR, IFR and ground operations.
- Automated logging of landings, takeoffs, go-arounds, overflights, ramp and gate arrivals and departures.
- Past, current and scheduled arrivals and departures based on ADS-B, Mode-S data and FAA filed flight plans.
- Searchable aircraft tracking history for up to 2 years.
- Visualization of parked aircraft and geo-fenced ramps.
- Visualization of current operations counts in near-real time.

Reports

- Operational statistics by month, year or custom date range, including daily operation counts by aircraft category, engine type, training, local vs. itinerant, runway, source / destination airport and weather conditions.
- Advanced operations search by multiple criteria, including tail number, aircraft type, operation type, used runway.
- Reports downloadable in PDF and CSV format.
- Access to the airport's raw operational data.

Notifications

- Daily and monthly operations summary notifications (landings, takeoffs, active and parked aircraft for previous day)
- Advisory safety event notifications (near mid-air collisions, potential off-airport landings, emergency transponder codes)
- Notifications delivered via email, text message or Slack (User is responsible for obtaining its own Slack account)

Airspace Replay

- Playback of all airspace activity, including ATC audio, within approximately 30 nautical miles of User's airport, for up to 2 years from present date.

Noise Complaints

- Search and replay of flight activity by street address, date and time.

Support

- Response to requests for customer support within 1 business day.
- Receiver maintenance.

2. Term. The Initial Term of this Agreement begins on the Effective Date and continues for one (1) year.

3. Fees.

- Based on currently available information showing a monthly average of _ Operations per day, the Service fee would be \$ _ per month (\$ _ per year). The actual Service fee will be determined and emailed to Client at the end of the Trial Period. NOTE: "Operations" means the sum of landings and takeoffs to/from runway pavement for a given period of time at the airport in question.
- The Service Fee is invoiced in advance for each year of the Agreement.

This Agreement consists of this cover page and all the provisions contained in the Terms and Conditions attached hereto and any other Schedules or Attachments attached hereto. **EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS READ AND AGREES TO BE BOUND BY THIS AGREEMENT, INCLUDING THE ATTACHED TERMS AND CONDITIONS AND IS AUTHORIZED TO EXECUTE THIS AGREEMENT.**

1200.aero, Inc.

Client:

By: _____

By: _____

Print Name and Title

Print Name and Title

Date: _____

Date: _____

1200.AERO SAAS AGREEMENT TERMS AND CONDITIONS

1. **Introduction.** Under the terms of this Agreement, 1200.aero will provide Client on a "software as a service" basis with use of software and hardware for monitoring and measuring the operation of general aviation assets which, together with the implementation, consulting, hosting and support services provided by 1200.aero, is defined as the "Service."

2. Service

(a) 1200.aero grants Client the non-exclusive, non-transferable right to use the Service during the term of this Agreement solely for Client's benefit, subject to the terms of this Agreement. Client may use and access the Service solely through a 1200.aero-designated web site ("Site"). Client agrees to comply with all applicable laws, rules and regulations when using the Service and associated data, and to not use the Service in support of any criminal, fraudulent, or illegal endeavors.

(b) The Service may be used and accessed for Client's own purposes and only by Client's employees and contractors while doing work for Client ("Users"). Client's contractors may use the Service only for the benefit of Client. Client will use reasonable efforts to protect the confidentiality of the usernames and passwords of its Users. Client is responsible for any violation of this Agreement by Users. Client agrees to promptly notify 1200.aero if Client becomes aware of any User's breach of this Agreement or of any unauthorized use of a User's account.

(c) 1200.aero will use commercially reasonable efforts to make the Service available on 24 hours a day, 7 days a week, and 365 days a year basis, subject to Section 10(f) below and excluding downtime for maintenance purposes. 1200.aero regularly changes and enhances its Service and may modify the Service from time to time without notice to Client. 1200.aero may provide or perform certain parts of the Service through third-party vendors and subcontractors, including use of a third-party hosting facility.

(d) Client shall not and shall not allow any User or third party to: (1) interfere with or disrupt the integrity or performance of the Service; (2) access or use the Service in a way that circumvents any usage limit; (3) access the Service for purposes of monitoring availability, performance or functionality, to build a competitive product or service, or for any other benchmarking or competitive purposes; or (4) attempt to gain unauthorized access to the Service.

(e) If Client obtains a limited evaluation or trial or other no-fee right to use the Service, whether separately or during the first part of the Initial Term ("Evaluation Service"), Client's rights shall be limited to evaluation and/or trial use. Section 8(b) below does not apply to Evaluation Service. Evaluation Service is provided "AS-IS", without warranty of any kind.

3. Receiver

(a) The Service requires the use of a data receiver, to be provided by 1200.aero ("Receiver"), which includes an outdoor antenna. Client agrees to host the Receiver at its facilities. Client must provide a suitable space with internet access for the Receiver including the antenna, and an electrical outlet for the Receiver. The Receiver must be kept indoors at controlled room temperature, away from flammable materials.

(b) The Receiver remains the sole property of 1200.aero and is for use solely in support of the Service. Client agrees to return the Receiver to 1200.aero, at 1200.aero's expense, upon the request of 1200.aero. Client will keep the Receiver free from all liens and encumbrances.

(c) Unless the parties otherwise agree, Client agrees to install the Receiver including the antenna according to 1200.aero's requirements. 1200.aero will assist Client with the installation and configuration of the Receiver upon Client's request. Client will provide 1200.aero with onsite access to the Receiver for maintenance purposes upon reasonable advance notice.

(d) Client acknowledges and agrees that the data collected by the Receiver ("Receiver Data") includes flight information that will be fully available for 1200.aero to use in its business, including for use and access by other 1200.aero clients. To the extent Client has any rights to Receiver Data, Client grants to 1200.aero a perpetual, irrevocable, worldwide, sublicensable, non-exclusive, and transferable right and license to use, copy, distribute, modify, aggregate, and make derivative works of such Receiver Data, for any purpose. 1200.aero, however, will not disclose or use confidential operational details about specific airport tenants, aircraft or aircraft fleets without the consent of the tenant or aircraft/fleet owner/operator, except to provide the Service under this Agreement.

4. Support and Maintenance

(a) 1200.aero will reasonably assist Client with the operation and use of the Service and with failures of the Service to operate substantially in accordance with its description ("Errors"). 1200.aero does not warrant or represent that all Errors can and will be corrected.

(b) Client shall take reasonable steps to confirm that the issue is with the Service and not with Client's network, hardware, or facility. 1200.aero shall have reasonable access to Client's staff and Client shall provide information and perform tasks as reasonably requested by 1200.aero to aid in the resolution of problems.

(c) 1200.aero may use any feedback regarding any suggested improvements to the Service provided by Client for any purpose, including without limitation to modify, supplement, or improve the Service, without payment or compensation to Client.

5. Term; Termination

(a) This Agreement is effective beginning on the Effective Date and will continue for the Initial Term specified on the cover page. At the end of the Initial Term and each Renewal Term, this Agreement will automatically renew for successive annual renewal terms (each, a "Renewal Term") unless either party gives at least sixty (60) days prior written notice to the other party of its intent to terminate this Agreement.

(b) Either party may terminate this Agreement if the other party materially breaches this Agreement, and such breach is not cured within thirty (30) days after written notice.

6. Fees

(a) Client shall pay 1200.aero the amounts set forth above. Service subscription fees are payable in advance and all invoices will be due within thirty (30) days after invoice date. Late payments will be subject to interest at the rate of twelve percent annually, or the maximum amount allowed by applicable law if lower. If a payment becomes thirty (30) days or more overdue, and has not been reasonably disputed by Client, 1200.aero may suspend Client's access to all or any part of the Service. All payments shall be made in United States dollars and are non-refundable. Client agrees to reimburse 1200.aero for reasonable out-of-pocket expenses that are pre-approved in writing by Client.

(b) If Client claims tax-exempt status, Client will provide 1200.aero upon request with a correct copy of Client's tax-exempt certification. Otherwise, Client agrees to pay all sales, use, excise, VAT, and other taxes based on this Agreement, excluding taxes based on 1200.aero's net income.

7. Intellectual Property

(a) Client agrees that 1200.aero and its third party licensors own all right, title and interest, including all intellectual property rights, in the Service, the Receiver, all associated software, and the Site (collectively, "1200.aero Intellectual Property"), including but not limited to structure, organization, design, algorithms, templates, data models, screen displays, and report formats associated therewith. 1200.aero reserves all rights to 1200.aero Intellectual Property not specifically granted herein.

(b) Client will not: (i) reverse engineer, decompile or disassemble 1200.aero Intellectual Property, and will not otherwise attempt to reconstruct or discover the source code for 1200.aero Intellectual Property; (ii) provide, lease, sell or use for timesharing, service bureau or hosting purposes or otherwise use or allow others to use 1200.aero Intellectual Property for the benefit of third parties; or (iii) copy, modify, translate, distribute, disclose, sublicense, create derivative works from, transfer, display, or unbundle any 1200.aero Intellectual Property.

8. Warranties and Disclaimers.

(a) Each party warrants that it has full authority to enter into this Agreement and is not bound by any contractual or legal restrictions from fulfilling its obligations hereunder.

(b) 1200.aero warrants that the Service will substantially conform to the description provided in connection with the Service. Client's sole and exclusive remedy for breach of this warranty is for 1200.aero to use commercially reasonable efforts to cause the Service to conform.

(c) 1200.aero does not warrant that the Service will operate uninterrupted or error-free. Receiver Data and associated analytics and derivatives are provided on an "AS-IS" basis, without warranty. To the extent that data is being collected from aircraft and transmitted over the Internet or Client's network, Client acknowledges that 1200.aero has no control over the functioning of the Internet, aircraft equipment or any other non-1200.aero hardware and network resources and 1200.aero makes no representations or warranties of any kind regarding the performance of any such equipment and networks. Client is solely responsible for all decisions made using the Service.

(d) THE SERVICE IS NOT AN AIR TRAFFIC CONTROL SYSTEM AND IS NOT FOR USE IN MANAGING AIR TRAFFIC. IN NO EVENT WILL 1200.AERO OR ANY OF ITS AFFILIATES, EMPLOYEES, OFFICERS, OR DIRECTORS BE LIABLE IN ANY WAY FOR ANY AVIATION INCIDENTS OR ASSOCIATED DAMAGES OR LIABILITIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, 1200.AERO AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY; FITNESS FOR A PARTICULAR PURPOSE; WARRANTIES OF NON-INFRINGEMENT; OR ANY WARRANTIES ARISING AS A RESULT OF CLIENT USAGE IN THE TRADE OR BY COURSE OF DEALING.

(e) 1200.aero may from time to time provide as part of the Service interfaces to third party software, systems, databases and services (collectively, "Third-Party Systems"). 1200.aero reserves the right to charge additional fees for providing and supporting interfaces. Unless otherwise agreed in writing by 1200.aero, Client is solely responsible for obtaining any permissions and consents from third-party vendors necessary for 1200.aero to deliver any interfaces to Third-Party Systems that have been acquired by Client. Client acknowledges that 1200.aero has no control over Third-Party Systems and accordingly 1200.aero makes no representations or warranties of any kind regarding its interfaces to Third-Party Systems.

9. Liability; Insurance

(a) Client agrees that the aggregate liability of 1200.aero and its suppliers relating to this Agreement and the Service shall be limited to the amount of fees actually received by 1200.aero from Client under this Agreement during the one-year period immediately preceding the event which gave rise to the claims. In no event shall either party be liable for any special, incidental, indirect, cover, consequential, exemplary or punitive damages; any damages based on injury to person or property or death; or any lost sales, profits or data, even if such party is told that any of such damages may occur.

(b) Each party shall maintain commercially reasonable insurance to protect against claims and risks relating to this Agreement.

10. Other Provisions

(a) Neither party may assign or transfer this Agreement without the prior written consent of the other party, except that such consent shall not be necessary in connection with the sale of all or substantially all of such party's business or portion of such party's business to which this Agreement relates, so long as such acquirer is not a competitor of the other party. Any permitted assignee must agree in writing to the terms of this Agreement.

(b) The parties are independent contractors, and nothing in this Agreement shall be construed as creating a joint venture, partnership, agent or employment relationship between 1200.aero and Client.

(c) Any notice or other communication required or permitted in this Agreement shall be in writing and delivered to the addresses listed on the first page of this Agreement either: (i) by personal delivery; (ii) by certified mail; (iii) by recognized express courier, and shall be effective upon receipt, or (iv) by email, with confirmation of receipt.

(d) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior proposals, negotiations, conversations, discussions and agreements between the parties concerning the subject matter hereof. 1200.aero will have no obligation to provide any services, software, networking, or hardware except as specifically set forth in this Agreement. This Agreement may not be modified or waived except in a written document, signed by both parties. Any additional or conflicting terms on any purchase order for any products or services covered by this Agreement shall be void and without effect unless agreed to in a separate writing signed by both parties.

(e) Choice of Law and Arbitration.

(i) This Agreement shall be governed by and interpreted in accordance with the laws of the state of North Carolina, without giving effect to its conflict of law provisions. The parties agree that the United Nations Convention on Contracts for the International Sales of Goods does not apply to this Agreement.

(ii) Each party shall attempt in good faith to resolve any controversy, claim or dispute of whatever nature arising out of or relating to this Agreement ("Dispute") promptly by negotiation between executives or managers who have authority to settle the Dispute. Each party shall provide the other with all information and documentation relied upon by the party to substantiate its position with respect to the Dispute.

(iii) All Disputes that cannot be resolved through good-faith negotiation will be settled by binding arbitration. Judgment on any award rendered may be entered in any court having competent jurisdiction. The arbitration hearing will be conducted in accordance with the then-current rules of the American Arbitration Association. The site of the Arbitration will be Raleigh, NC, USA. The arbitration panel shall consist of one arbitrator. Notwithstanding the foregoing, either party may pursue injunctive relief to protect its intellectual property rights and confidential information.

(f) Neither party shall be liable for any failure or delay in the performance of its obligations (except for payment obligations hereunder) due to causes beyond its reasonable control, including but not limited to war, sabotage, insurrection, riot or other act of civil disobedience, pandemic, epidemic, act of any government affecting the terms hereof, acts of terrorism, accident, fire, explosion, flood, hurricane, severe weather or other act of God, or failure of telecommunication or internet service providers.

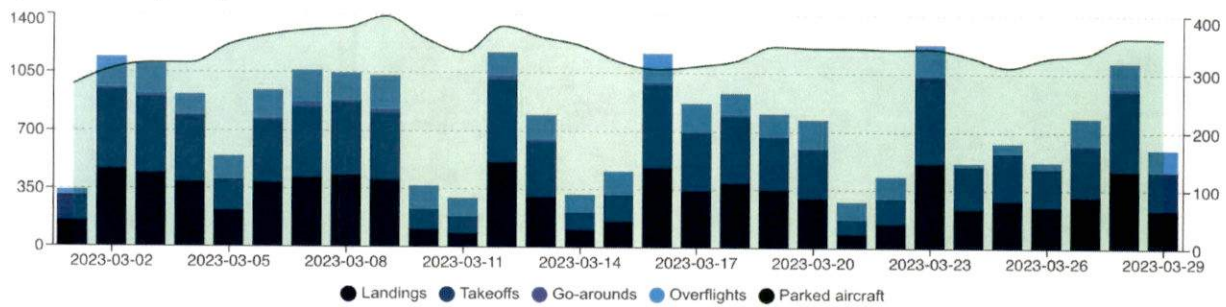
(g) No 1200.aero Intellectual Property, nor any direct product thereof or technical data related thereto, shall be exported or re-exported by Client in violation of any export or import regulations of the United States or any other applicable jurisdiction, including but not limited to the United States Export Administration Regulations and end-user, end-use, and country destination restrictions issued by the United States and other governments.

KVNY - Van Nuys Airport Airport

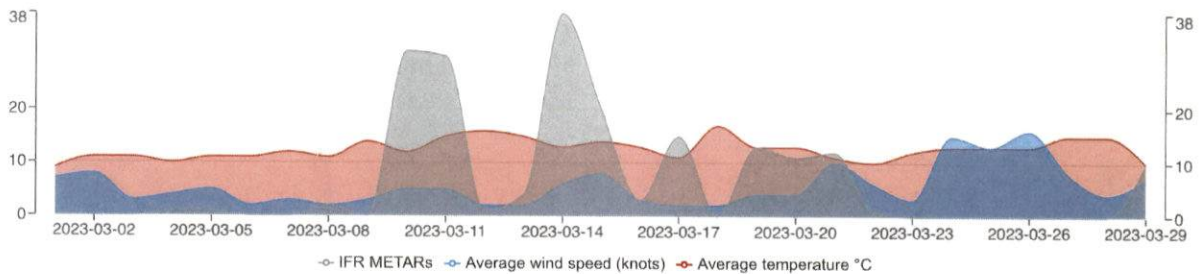
Operations Report for March 2023

Operations 22,219	Landings 9,049	Takeoffs 9,031	Go-arounds 244	Overflights 3,895
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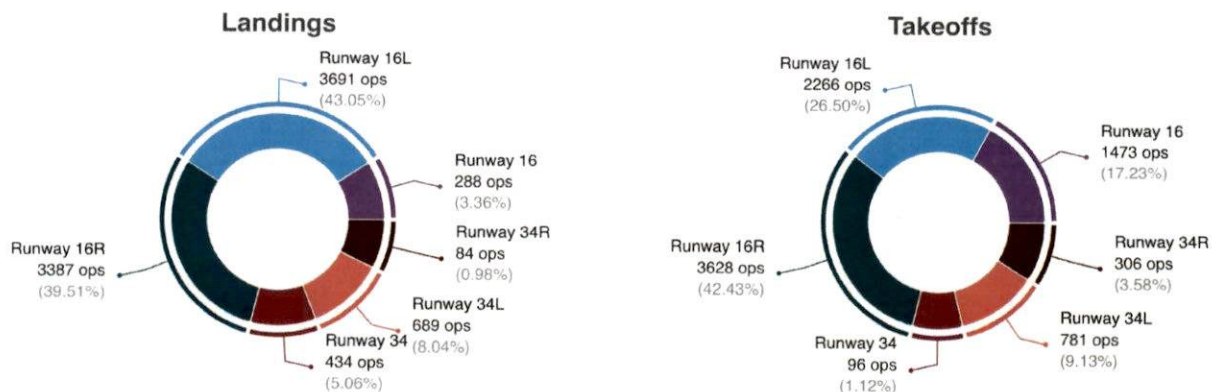
Operations by Day



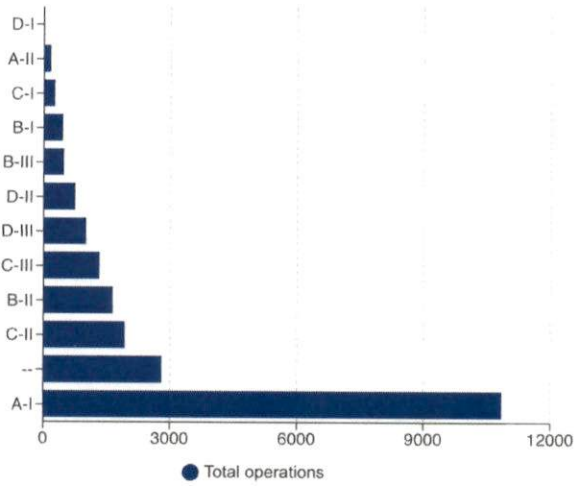
Weather Conditions



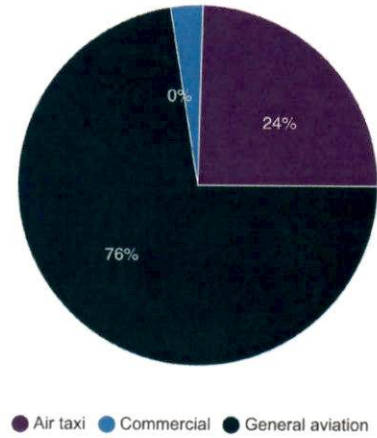
Operations by Runway



Operations by Category

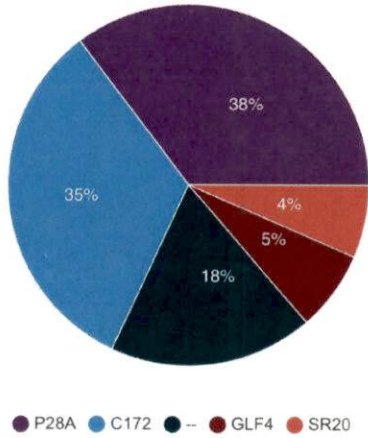


Operations by Type

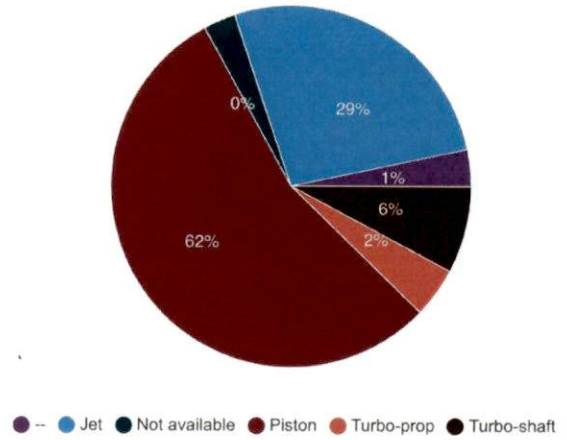


Category	Landings	Takeoffs	Go-arounds	Overflights	Total
--	1,158	1,058	26	564	2,806
A-I	5,143	5,243	213	260	10,859
A-II	71	71	0	21	163
B-I	186	187	0	79	452
B-II	720	711	2	215	1,648
B-III	200	203	0	80	483
C-I	124	119	0	18	261
C-II	721	716	2	493	1,932
C-III	22	23	0	1,279	1,324
D-I	7	5	0	2	14
D-II	365	361	1	23	750
D-III	333	335	0	337	1,005
Total	9,050	9,032	244	3,371	21,697

Top Aircraft Types

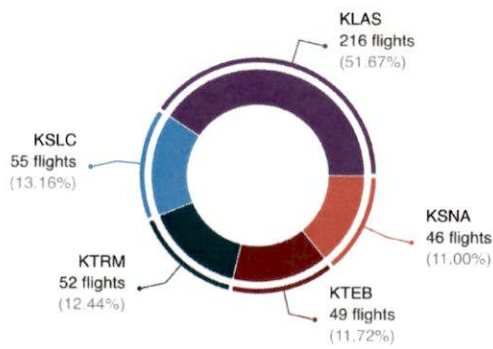


Operations by Engine Type

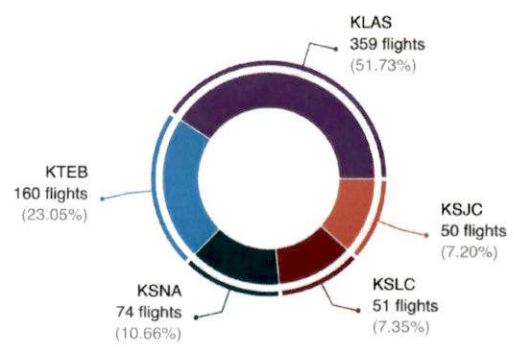


Top Airports

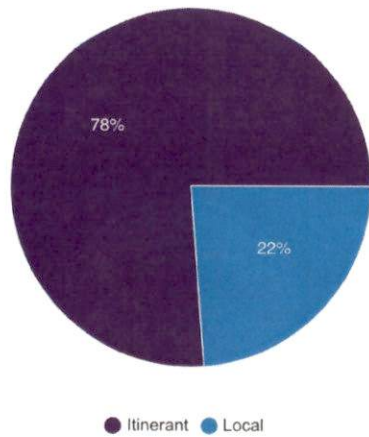
Top Origin Airports



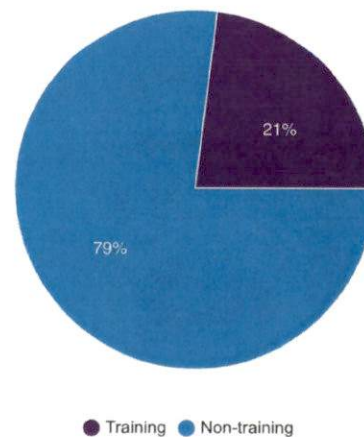
Top Destination Airports



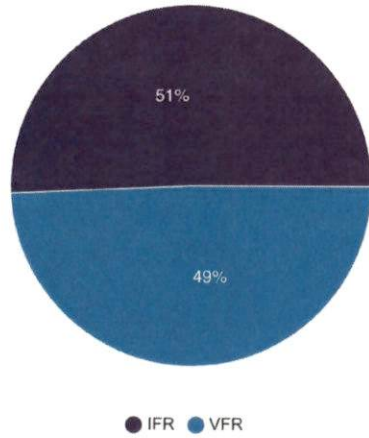
Local vs. Itinerant Flights



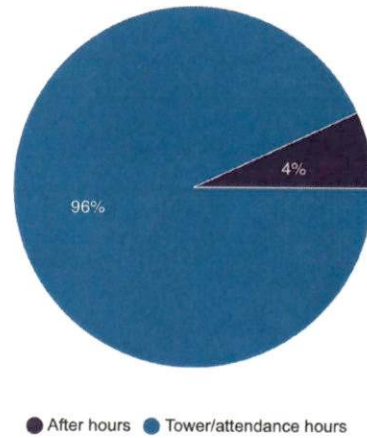
Training Operations



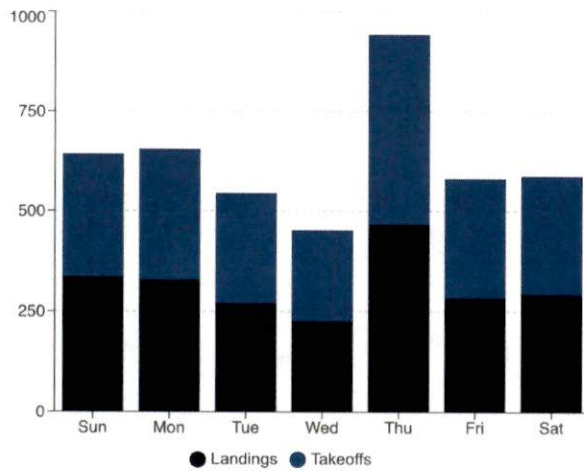
IFR vs. VFR flights



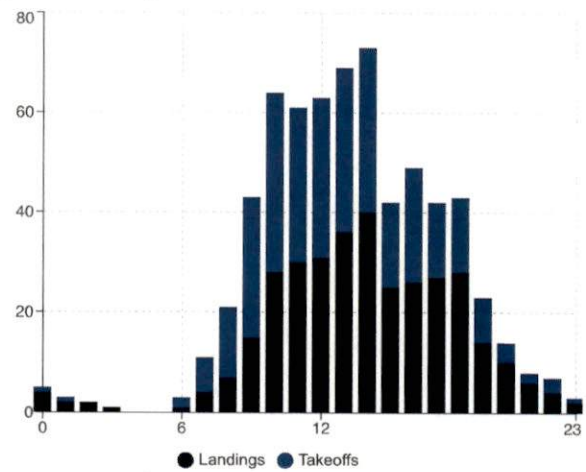
After Hours Operations



Operations by Day of Week

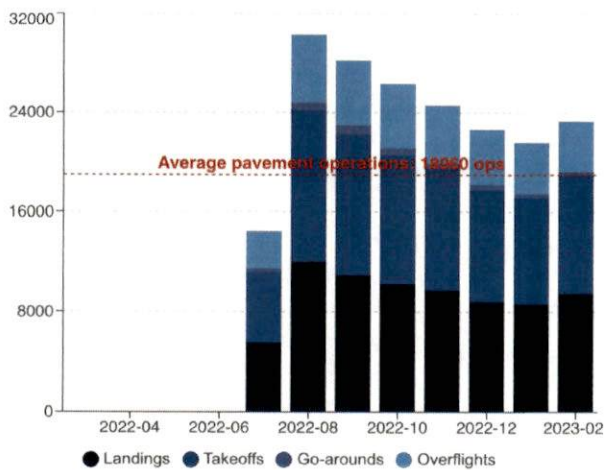


Operations by Hour



Historical Data

Landings and Takeoffs by Month



Busiest Days on Record

Ran...	Days	Pavement ops	Pavement ops air...
1	2023-02-03	1,045	282
2	2023-03-23	1,027	234
3	2022-08-09	1,016	223
4	2023-03-12	1,010	262
5	2022-09-15	1,005	260

5N
2nd Bid



QUOTE 212
NOV 7, 2023
DUE: NOV 22, 2023

TYLER COUNTY AIRPORT
ATTN: TYLER COUNTY AIRPORT
UNITED STATES

VIRTOWER LLC
13721 JETPORT COMMERCE PKWY
SUITE 2
FORT MYERS FL 33913

SUMMARY

	QUANTITY	RATE	AMOUNT
VTaaS-500-YB	1	\$6,000.00	\$6,000.00
Virtower Airport Operations Tracking System ADS-B & Transponder (Triangulation thru Multi-Lateration when available), Noise Complaint Investigation, 3 Year Event Storage, Tracking of all pavement movements including ADG's. 1 second refresh with 3 foot accuracy, Tracking of all ADS-B and Transponder active government aircraft when transmitting.. Tracking of FAA LADD aircraft. Professional installation and setup assistance. Service cost: \$500 per month. \$6,000 Yearly.			
		RECURRING Yearly	\$6,000.00

VirTower Software Service Agreement

This Software Service Agreement is made effective as of DATE, by and between SAMPLE AIRPORT (Service Recipient) and VirTower LLC ("VirTower") of 13721 Jetport Commerce Pkwy, Ste 2, Fort Myers, Florida 33913.

1. **DESCRIPTION OF SERVICES.** Beginning DATE, VirTower will provide to Service Recipient the services described in the attached Exhibit A (collectively, the "Services").
2. **SENSOR HOSTING.** VirTower requests that the Service Recipient host one VirTower sensor and associated antennas at the client's premises to increase the accuracy of the Services provided. The sensors would require power and internet access at the hosted location to be provided at the Service Recipient's expense. The accuracy of the software may be greatly reduced if sensors are not hosted.
3. **PROPRIETARY RIGHTS.** Service Recipient acknowledges and agrees that the software and hardware remain the property of VirTower LLC and constitute a trade secret of VirTower LLC.
4. **PAYMENT.** In consideration of the services to be performed by the Service Provider, the Service Recipient agrees to compensate the Service Provider for the services rendered via Check, Wire Transfer or Credit Card. Checks should be made payable to VirTower LLC, 13721 Jetport Commerce Pkwy, Ste 2, Fort Myers, Florida 33913. Service Provider's fees for the services are specified in Exhibit B as attached.
5. **TERM.** This Agreement may be terminated by either party upon 60 days prior written notice to the other party. The term of this agreement shall be TEXT. The agreement automatically renews if not advised 60 days prior by the airport.
6. **CONFIDENTIALITY.** VirTower, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of VirTower, or divulge, disclose, or communicate in any manner, any information that is proprietary to the Service Recipient. This information includes actual airport operations numbers. VirTower and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement for a period of 5 years.
7. **DEFAULT.** The occurrence of any of the following shall constitute a material default under this Agreement:
 - a. The failure to make a required payment when due.
 - b. The insolvency or bankruptcy of either party.
 - c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
 - d. The failure to make available or deliver the Services in the time and manner provided for in this Agreement.
 - e. The occurrence of a default on the part of the Service Recipient of the Agreement pursuant to which Service Recipient obtained the Software.
8. **REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 10 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.
13. **FORCE MAJEURE.** If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch

whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed; omitted, or caused by such party, or its employees, officers, agents, or affiliates.

14. **ARBITRATION.** Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.
15. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.
16. **NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
17. **WAIVER OF AGREEMENT RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
18. **SIGNATORIES.** This Agreement shall be signed on behalf of **AIRPORT NAME**, by **AIRPORT TITLE** and on behalf of VirTower by Les Goldsmith, President and effective as of the date first above written.

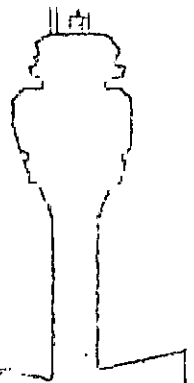
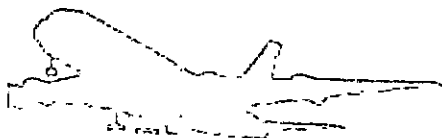
For Service provider

For Service Recipient

 Les Goldsmith
 President
 VirTower LLC

 SAMPLE AIRPORT

Attachments
 Exhibit A – VirTower as a Service Deliverables
 Exhibit B – VirTower as a Service Fee Schedule



virtower™

Airport Operations Tracking System

VirTower LLC
13721 Jetport Commerce Pkwy
Suite 2, Fort Myers FL 33913
+1 888 31 70 747
virtower.com | info@virtower.com

Exhibit A

VirTower as a Service Deliverables

Operation Tracking

Runway, Taxiway, Helipad & Water Landings and Take-Off Detection with 1 second resolution. Recording of each individual Touch & Go operation along with low approaches and missed approaches.

Pavement Utilisation

Record all airside pavement utilisation by aircraft including accurate timestamps for all movements.

Gate & Customs Tracking

Detect arrival and pushback of aircraft at commercial service gates including timestamps. Detection of aircraft in assigned customs boxes.

Based Aircraft

Record all based aircraft on the airport and number of days flown per year. Additionally track hangar insurance for each aircraft for expiry.

Detection of Non-ADSB Aircraft

Ability to locate aircraft in the air without ADS-B but fitted with a transponder with accuracy of 3ft and 2 second resolution. If within 30 miles of two other Virtower Airports.

Noise Modelling and Investigation

Complaint Investigation with address location and aircraft tracks indicating altitude, airspeed, vertical rate, flight number, n number, transponder code and time.

Mapping and Layers

Google Street, Google Satellite, FAA IFR Low, FAA IFR High and VFR Maps. Air Traffic Control View desirable.

Weather

Live weather overlay of NOAA Weather Feeds

Planning and Statistics

Statistical reports on aircraft type utilising individual airport surfaces. Including volume by surface and aircraft type. Extra table operations and activities in PDF and CSV. Along with exportable aircraft tracks in KML and LT6 formats for Part 150 studies and other purposes. (to be released in 2022)

Users & Access

Unlimited airport, planning and government users. With web based remote access.

Installation & Training

To be installed on airport by Virtower with onsite training. And retraining provided online at no additional cost. Option for Airport to self-install available.

Pricing and Scalability

Fixed pricing for the airport with unlimited geofences and activities recorded for the airport.

File: VT Service Agreement v1.2



File: VT Service Agreement v1.4 2022

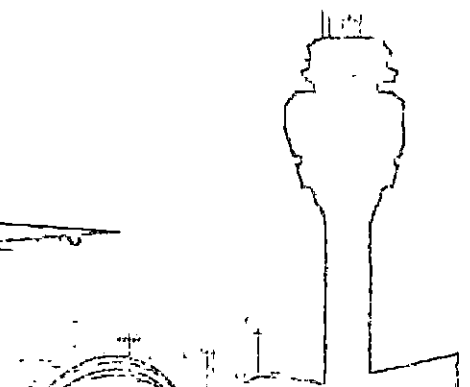
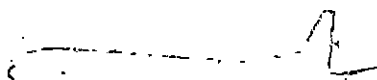


Exhibit B

VirTower as a Service Fee Schedule

SAMPLE AIRPORT confirms that they will incur and pay a fee of \$500 per month for the services for a term of TERM months starting START DATE. Billed Annually or Monthly as desired by the Airport.

Any additionally developed system functionality will be provided to SAMPLE AIRPORT at no additional cost.

Signed for

Signed for Virtower LLC

SAMPLE AIRPORT

Les Goldsmith
President