



SAMPLE AGREEMENT FOR SERVICES

This Agreement is made effective as of October 31, 2020 by and between **Your Company**, and The Aerospace Safety Software Company, hereafter TASSC, with its principle place of business at 2425 Leary Bay Circle, Anchorage, Alaska 99515. In this Agreement, the party who is contracting to receive services shall be referred to as "YC", and the party who will be providing the services shall be referred to as "TASSC". TASSC is the provider of the ABC software which enables operators to effectively manage the Safety Management System. TASSC agrees to provide services to YC as defined in the scope of agreement. YC will utilize the ABC software to manage its SMS.

Therefore, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** Beginning after receipt of payment, TASSC will provide the following services (collectively, the "Services"): Described in detail in exhibit A - Scope of Work. The scope of work may be expanded by mutual written agreement of the parties.
2. **PERFORMANCE OF SERVICES.** The manner in which the Services are to be performed and the specific hours to be worked by TASSC shall be determined by TASSC. All custom work performed by TASSC will be approved by YC on a per hour basis and invoiced at the beginning of each month.
3. **PAYMENT.** YC will pay a fee to TASSC for licensing, maintenance and hosting fees relating to the use of ABC. The cost to YC is defined in Exhibit B of this agreement.
4. **NEW PROJECT APPROVAL.** TASSC and YC recognize that TASSC's Services are limited to those contained in the scope. TASSC shall obtain the approval of YC prior to the commencement of any new project.
5. **TERM/TERMINATION.** Payment shall be in full before TASSC provides access to the ABC software. After receiving payment, CLIENT will be given access to their installation of ABC within one week. When payments are more than 45 days late, TASSC maintains the right to discontinue service. To resume service, client will be required to pay a \$1,000 re-configuration fee.
6. **DISCLOSURE.** TASSC is required to disclose any outside activities or interests that conflict or may conflict with the best interests of YC. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to any activity that TASSC may be involved with on behalf of YC.
7. **EMPLOYEES.** TASSC's employees or representatives, if any, who perform services for YC under this Agreement shall also be bound by the provisions of this Agreement.

8. INJURIES. TASSC acknowledges TASSC's obligation to obtain appropriate insurance coverage for the benefit of TASSC (and TASSC's employees, if any). TASSC waives any rights to recovery from YC and indemnifies YC for any injuries that TASSC (and/or TASSC's employees or contractors) may sustain while performing services under this Agreement and that are a result of the negligence of TASSC or TASSC's employees

9. CONFIDENTIALITY. YC recognizes that TASSC may have information contained in operational data which is the property of YC. The data (collectively, "Information") will be protected from improper disclosure. In consideration for the disclosure of the Information, TASSC agrees that TASSC will not at any time or in any manner, either directly or indirectly, use any Information for TASSC's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of YC. TASSC will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

10. CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

11. MAINTENANCE OF DATA. TASSC agrees to backup data as per the scope of services and shall ensure data is retrievable at all times, up to and including termination of services or failure of either business venture.

12. RETURN OF RECORDS. At any time during this Agreement, TASSC shall ensure all data in TASSC's possession and that are YC's property or relate to YC's business are available for export to spreadsheets and/or PDF.

13. INDEMNITY. YC agrees to indemnify and hold harmless TASSC from all claims, losses, expenses, fees including attorney fees, costs, settlements, and judgments arising out of the performance of the services unless caused by the negligence or misconduct of TASSC.

14. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

For YC:

Your Company

For TASSC:

The Aerospace Safety Software Company
2425 Leary Bay Circle
Anchorage, Alaska 99515

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

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. This Agreement supersedes any prior written or oral agreements between the parties.

16. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

17. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

18. WAIVER OF CONTRACTUAL 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.

19. APPLICABLE LAW. This Agreement shall be governed by the laws of Alaska.

Service User: YC

By: _____

Date:

Party providing services: TASSC

By: 

Christopher Howell

CEO

October 31, 2020



Exhibit A - Scope of Work

TASSC will setup and configure the client's Web application on TASSC servers.

TASSC will configure an ABC portal to be used solely by the client. Based on a unique domain name alias, TASSC will configure client's ABC portal and email services so users will receive emails coming from Client's dedicate portal on aforementioned domain name alias. This domain name alias and email configuration is considered as part of the initial Setup.

TASSC will provide 500MB disk storage to client. Additional 500MB blocks can be acquired for an extra \$10 per month. **Note:** 95% of clients use less than 500MB.

TASSC will back up Client data once per day at approximately midnight, Central Time Zone. Data will be stored in at least two secured, geographically distinct locations.

Client will be permitted to have a limited number of users that can access the Web application without incurring additional licensing fees. This limit is based on the current pricing model in effect at the time of purchase. If the client's operation grows or contracts, the monthly pricing may change to reflect these prices.

Client will be permitted to have up to one division in the ABC Web portal application without incurring additional fees. When additional divisions are required, a one-time \$1,000 fee will be charged for each division.

Client will have access to all core ABC security upgrades at no additional charge.

Upon request, TASSC can customize modules at the standard billing rate of \$300 per hour with a one-hour minimum charge billed in 15-minute increments.

TASSC can provide training to Client's SMS Managers at the standard billing rate of \$200 per hour on an "as-needed" basis with a one-hour minimum charge billed in 15-minute increments. Note: SMS Managers typically don't require TASSC training support if they use the online video training library.

Upon request, TASSC can provide on-site training and/or consulting for \$2000 per day plus expenses. Training provider reserves the right to adjust this rate.

TASSC provides "Basic" and "Advanced" ABC Administration training in Anchorage for approximately \$2,500 for 5 days.




Software Support

TASSC offers high quality standard support for its aviation safety management systems products. Additional services and extra support contracts can be purchased by clients.

Our response times and the actions we take to resolve production problems are based on an assessment of the impact of the reported technical issue toward your business. The more serious the business impact, the higher the assigned priority.

In responding to a customer's service requests regarding ABC, we hope to respond within two business days to keep the service “affordable. The following priority level and corresponding response timeframe objectives have been established to serve our ABC clients:

Service Level Agreements (SLAs)

	 Priority Affordable
Target response time*	< 2 business days
Service level agreements (SLAs)	
Standard Support ?	
Emergency phone support ?	
Prices	
1-2 division(s)	\$0
3-5 division(s)	\$0
6-10 divisions	\$0
10 division	\$0

* During normal business hours

Standard support

- Access to online support resources
- Email ticket support
- 24/7/365 monitoring of the ABC Web site
- Maintenance
- Security and limited enhancement updates

SLA: Terms and conditions*

Standard support

- Access to online support resources

All ABC customers have access to support resources such as the online, step-by-step training videos, documentation sheets, and other instruction resources available online

- Email ticket support

All ABC customers have access to the ABC's email ticket support via the ABC application, or via support@aerosapcesafetysoftware.com. This service is normally available 24/7/365 and the TASSC support team aims to adequately answer all your questions within 2 business days.

- Telephone support

TASSC will not provide telephone support for this affordable, basic compliance software.

- 24/7/365 monitoring of the Web site and application software

TASSC aims to monitor the application Web site and software for all ABC Domain Hosted and Dedicated customers 24/7/365. In case of a software error or server disruption, the TASSC development team will directly attempt to resolve the issue.

- Maintenance

All ABC Domain Dedicated customers regularly receive scheduled maintenance services. In order to ensure no disruptions for the customers' operations, non-emergency maintenance is scheduled at fixed hours on Fridays from 21.00-23.00 a.m. and Saturdays from 08.00-12.00 a.m. GMT 9.

- Access to newly released patches and updates

ABC customers will not receive regular patches and updates to their ABC software. We will only fix bugs and security-related issues and not make any program enhancements.

Exhibit B – Pricing Structure

Affordable, Basic Compliance (ABC)- Up to 20 User Accounts

ABC: \$1,010 annual subscription

Setup Fees (one-time): \$1,000 for one division

Fees include future upgrades of all modules in selected plan to maintain compliance. Fees entitle client full program access to all modules in selected plan.

ABC Service includes:

- secure storage for SMS data in cloud
- bandwidth for your users to access SMS data from anywhere with an Internet connection
- servers to run a Web application you have access to 24/7 365 per year.
- staff to ensure these servers remain secure and updated
- as needed security enhancements or bug fixes
- tech support – affordable, but don't expect the fastest response.

ABC Portals Will Include:

1. Secure Web application with your logo requiring username and password
2. SMS Performance Monitoring Dashboard for upper management to monitor the SMS performance.
3. Safety Reporting System (includes email reporting, offline, quick reporting)
4. Computer based SMS training management and documentation (initial and recurrent SMS training)
5. Users access their reported safety issues and assigned safety tasks
6. Easy way to set and monitor KPIs
7. Very user-friendly trend analysis tools
8. Hazard Register accessible by managers to review hazards, risks and risk controls
9. Management of Change System
10. ERP Documentation Management
11. Robust Auditing System
12. Training and Qualifications Management (but not the LMS)
13. Safety Communication System (Message Board, Meeting Manager, Safety Surveys, Newsletters, Lessons Learned Library)

\$200 per hour is standard billing rate for customized development.



Payment Instructions

Deposits should be made to the following account:

Name & address of receiving bank:

Bank of America, N.A.
222 Broadway
New York, NY 10038

Swift code: BOFAUS3N

Account name: NorthWest Data Solutions

Account number or IBAN: 898077332421

Routing number (wires): 026009593

National clearing code: No National clearing code

Or check mailed to:

The Aerospace Safety Software Company
2425 Leary Bay Circle
Anchorage, Alaska 99515