GSA PRICE LIST

132-32 STLOC
132-32 RC
132-32 ARRA

FSC/PSC Class 7030 ADP SOFTWARE
• Ancillary Financial Systems Software
• Application Software
• Communications Software
• Core Financial Management Software
• Electronic Commerce (EC) Software
FINITE STATE MACHINE LABS, INC.
aka FSMLabs, Inc.
11701 FM 2244 Road, Suite 200
Austin, TX  78738 USA
P:  512-263-5530
Web Address: www.fsmlabs.com

Taxpayer Identification Number (TIN)
85-0472857

DUNS Number
103926783

For More Information Please Contact
Nichol Kros
Operations
512-263-5530
nkros@fsmlabs.com

Contract No:  To Be Furnished at Time of Award

Period Covered by Contract:  To Be Furnished at Time of Award
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I. ABOUT FINITE STATE MACHINE LABS AKA FSMLABS, INC.

FSMLabs, with over 15 years of experience, is a specialist in system and operating system software with a particular focus on adapting “off the shelf” technology to high performance and critical response time applications.

- Time synchronization solutions via our flagship TimeKeeper enterprise software
- Real-time system and control software and design services for Linux or other base systems
- Security and fault tolerance
- Software life-cycle and development consulting and automation
- Open source and intellectual property protection assistance
- TimeKeeper is a comprehensive solution to clock synchronization for Linux and Windows systems.

FSMLabs was an early pioneer in Linux real-time and virtualization. We created, patented, and marketed RTLinux which was the only production quality real-time Linux in the market for many years. FSMLabs retained rights to that technology for the enterprise market but sold the legacy embedded products in 2007 and has since been developing an array of new technology.

FSMLabs’ first generation real-time product powers everything from Samsung’s ship building robots to Pratt & Whitney’s jet fighter engines. FSMLabs’ focus is on making system software more productive for business by: reducing down time, recovering from faults, eliminating timing drift and providing the super low-latency network operation that is critical to leading edge applications in:

- Smart Grid and Wide Area Power Management
- Financial Services Trading and Market Data
- Simulation
- High Performance Computing (HPC)
- Grid Computing
- Visualization

FSMLabs technology is designed to leverage the power of the standard software that is necessary for real-applications. Our commitment to POSIX, to compatibility with Linux, BSD and Microsoft platforms and the applications that depend on those platforms, is based on an understanding that our customers do not gain value from re-engineering what already works. They want operating systems and real-time software to be a utility, not a research project or a time sink for system administrators.

II. CUSTOMER INFORMATION
1. Geographic Coverage: Domestic and Overseas
2. Payment Terms: No special discount is given for prompt payment. Payment terms are net 30 days.
3. Minimum Order: $500.00
4. Maximum Order: $1,000,000.00
5. GOVERNMENT Credit Cards: Government purchase cards are accepted at or below the micro-purchase threshold
6. FOREIGN ITEMS: N/A
7. TIME OF DELIVERY: WITHIN 48 HOURS OF ACCEPTED PURCHASE ORDER
8. OVERNIGHT DELIVERY: N/A
9. URGENT REQUIREMENTS: N/A
10. FOB POINTS: DESTINATION
11. ORDERING ADDRESS:
    FSMLABS, INC.
    11701 FM 2244, SUITE 200
    AUSTIN, TX 78738
    512-263-5530
    sales@fsmlabs.com

12. ORDERING Procedures: Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

13. PRICE LIST: ATTACHMENT A.

14. PAYMENTS:
    By Mail
    FSMLABS, INC.
    11701 FM 2244, SUITE 200
    AUSTIN, TX 78738
    512-263-5530
    sales@fsmlabs.com

    By Wire
    Finite State Machine Labs Inc.
    Bank of America-12400 Hwy 71 West, Bldg F. Bee Cave Texas 78738
    Acc #586003668073-ACH 111000025-Wire 026009593-SWIFT BOFAUS3N

15. WARRANTY:
    As maintenance is included with the purchase price, during the term of the contract, FSMLABS certifies that all services will be provided in a workmanlike manner in accordance with the contract.

16. EXPORT PACKING CHARGES: N/A
17. TERMS AND CONDITIONS: FSMLABS End-User License Agreement: Included as “ATTACHMENT B”

18. CONTRACTOR TEAM AGREEMENTS: N/A

19. LIST OF SERVICE AND DISTRIBUTION POINTS: N/A. DISTRIBUTION IS ELECTRONICALLY. SUPPORT IS VIA EMAIL OR BY PHONE.

20. PARTICIPATING DEALERS: N/A
III. FSMLABS OFFERING
    TimeKeeper® Client Software Provide accurate time to applications
TIMEKEEPER CLIENT SOFTWARE SYNCHRONIZES THE CLOCKS ON LINUX® AND WINDOWS® APPLICATION SERVERS TO SOME REFERENCE SOURCE CONNECTED OVER THE NETWORK. THE SOFTWARE IS TRIVIAL TO INSTALL AND PROVIDES HIGH ACCURACY (NANO-SECONDS), TRACEABLE AUDIT, FAILOVER, ALARMING, POWERFUL GRAPHICS, AND SIMPLE MANAGEABILITY AT AT A STARTLINGLY LOW TOTAL-COST OF OWNERSHIP (TCO). TIMEKEEPER CLIENT REPLACES AD-HOC AND LEGACY SOLUTIONS THAT ONLY OFFER LOW QUALITY PERFORMANCE AND HIGH ENGINEERING/SUPPORT COSTS.

TIMEKEEPER® SERVER SOFTWARE SOFTWARE GRANDMASTER AND BOUNDARY CLOCK

TIMEKEEPER SERVER SOFTWARE TRANSFORMS ANY SERVER COMPUTER INTO A TIMING APPLIANCE. SERVER SOFTWARE CAN USE NETWORKS OR DEVICES LIKE GPS RECEIVERS AS TIME SOURCES AND CAN SERVE TIME OVER ANY PROTOCOL. SERVER SOFTWARE ALSO ARCHIVES RECORDS AND PERFORMS VISUALIZATION AND TIME DATA ANALYSIS FOR WHOLE NETWORKS.
<table>
<thead>
<tr>
<th>MANUFACTURER NAME</th>
<th>MFR PART NO</th>
<th>PRODUCT NAME</th>
<th>PRODUCT DESCRIPTION</th>
<th>GSA NET PRICE *Per License</th>
<th>QUANTITY</th>
<th>MFR PART NO (Renewal)</th>
<th>GSA NET PRICE *Per License</th>
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<tbody>
<tr>
<td>FSMLabs</td>
<td>TK-CL-M</td>
<td>TimeKeeper Multi-Source Client</td>
<td>Advanced clock synchronization agent that supports both PTP and NTP protocols and uses machine learning technology to enhance accuracy, security, and to provide fault-tolerance. Depending on clock source and network can provide accuracy down to tens of nanoseconds. Patented multiple timesource technology allows failover. Includes Web GUI for configuration, management, and analytics. Native clients for both Windows and Linux and advanced features for virtual machine and cloud performance. Works with both soft and hardware timestamping network adapters. One year subscription.</td>
<td>$453.40</td>
<td>1</td>
<td>TK-CL-M-W</td>
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</table>

FSMLabs | TK-SV-PN | TimeKeeper Server | TimeKeeper server software includes all TimeKeeper Client features and can serve time over multiple ports and protocols (PTP and NTP). High accuracy can serve time accurate down to tens of nanoseconds. Patented fault tolerance methods. Exploits hardware timestamps when available. Can operate as NTP stratum server, PTP Boundary Server | $3,173.63 | 1 | TK-SV-PN-W | 1904.18 |
Clock or PTP GrandMaster - all at the same time. High levels of security. Easy to administer. Provides "pane of glass" administration of clients and time sources via web based graphical user interface. One year subscription.
ATTACHMENT B

TIMEKEEPER SOFTWARE
END-USER LICENSE AGREEMENT

PLEASE READ THIS END-USER LICENSE AGREEMENT (“EULA”) CAREFULLY. BY EXECUTING THIS AGREEMENT OR THE ACCOMPANYING PURCHASE ORDER IN WRITING, LICENSEE AGREES TO THE TERMS OF THIS EULA. IF LICENSEE DOES NOT AGREE, DO NOT INSTALL AND/OR USE THE SOFTWARE. BY SIGNING THE AGREEMENT, YOU REPRESENT AND WARRANT THAT YOU ARE THE LICENSEE OR THAT YOU ARE AUTHORIZED BY SUCH LICENSEE TO ACCEPT THE TERMS OF THIS EULA AS THE AGENT OF THE LICENSEE AND ON THE LICENSEE’S BEHALF.

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b. “Authorized User” means an employee, agent, contractor or client of Licensee permitted by Licensee to use the Software.

c. “Purchase Order” means the one or more purchase orders issued by FSMLabs to Licensee with respect to the Software, which sets forth the scope and duration of Licensee’s rights to use the TimeKeeper Software.

d. “EULA” means End User License Agreement.

e. “FSMLabs” means Finite State Machine Labs, Inc., a Delaware corporation.

f. “Device” means a single personal computer, workstation, terminal, handheld computer, pager, telephone, personal digital assistant, or other electronic device.

g. “Licensee” means the licensee party to this EULA.

h. “New Entity” means the successor to Licensee and/or the third party following an Acquisition Event.
i. “TimeKeeper License File” means a data file that authorizes the use of TimeKeeper Software during the Term and determines the enabled capabilities of TimeKeeper Software.

j. “TimeKeeper Software” means the software, documentation, interfaces, content, and any accompanying data provided to Licensee by FSMLabs.

k. “Software” means the TimeKeeper Software, the TimeKeeper License File, and any update to the foregoing provided or made available to Licensee by FSMLabs during the Term.

l. “Term” means the term set forth in the applicable Purchase Order issued to Licensee pursuant to this EULA.

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[Reserved]

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a. **Fees & Renewal.** Licensee shall pay to FSMLabs the duly invoiced license fee(s) set forth in the applicable Purchase Order(s) authorizing the use of the server computers and/or Software during the Term.

b. **Remote Monitoring.** The Software includes components that automatically monitor compliance with the terms of the license, and FSMLabs may monitor Licensee’s compliance with the terms of this EULA and the Purchase Order(s) remotely or otherwise. ACCORDINGLY, THE SOFTWARE MAY NOT FUNCTION BEYOND THE TERM SET FORTH IN THE CERTIFICATE. SOFTWARE PROVIDED UNDER AN EVALUATION LICENSE IS NOT INTENDED FOR USE IN PRODUCTION. ANY USE OF THE SOFTWARE OUTSIDE THE TERMS OF THE PURCHASE ORDER AND THIS EULA IS UNAUTHORIZED AND IS ENTIRELY AT LICENSEE’S OWN RISK.

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13. AUDIT RIGHTS. FSMLabs may audit Licensee’s compliance with the terms of this EULA as set forth in the Purchase Order. Upon reasonable notice, and subject to applicable Government security requirements, FSMLabs may conduct an audit during normal business hours (with the auditor’s costs being at FSMLabs’ expense).

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15. EXPORT RESTRICTIONS. Licensee acknowledges that the Software is subject to U.S. export jurisdiction. Licensee agrees to comply with all applicable international and national laws that apply to the Software, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions.
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17. ENTIRE AGREEMENT; SEVERABILITY. This EULA (including any addendum or amendment to this EULA which is included with the Software), together with the underlying GSA Schedule Contract, Schedule Pricelist and Government Purchase Order(s), is the entire agreement between Licensee and FSMLabs relating to the Software and the Support Services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this EULA. To the extent the terms of any FSMLabs policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control unless the parties otherwise agree in writing. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

18. EFFECTIVE DATE. These terms are a legal contract that will bind both FSM Labs and Licensee as soon as Licensee executes this Agreement or the Accompanying Purchase Order in writing.
FIN STATE MACHINE LABS, INC.

By: ____________________________
    Victor Yodaiken, CEO

Address for Notices:
11701 Bee Cave, Suite 200
Austin, TX  78738

LICENSEE:

By: ____________________________
    Name/Title: ____________________

Address for Notices: