General Services Administration  
Federal Supply Service  
Authorized Federal Supply Schedule Price List  

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA-Advantage®, a menu-driven database system. The Internet address for GSA-Advantage® is: GSAAdvantage.gov  

MULTIPLE AWARD SCHEDULE (MAS)  

Federal Supply Group: Information Technology  
PSC Class: 7030, J070, D304, D399, D305  

Contract Number: 47QTCA21D006W  

For more information on ordering from Federal Supply Schedules go to the GSA Schedules page at gsa.gov.  

Contract Period: March 19, 2021 – March 18, 2026  

Nimbis Services, Inc.  
1846 E Innovation Park Drive  
Suite 200  
Oro Valley, AZ 85755  
www.nimbisservices.com  
Phone: 866-506-2971  
Fax: 703-270-1015  

Business Size/Status: Small Business  

Contract Administration:  
Stacie Valencia  
Telephone: (520) 318-5571  
Email: stacie.valencia@nimbisservices.com
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CUSTOMER INFORMATION

1a. Table of Awarded Special Item Numbers (SINs):
   Please refer to page #3 and GSA eLibrary (www.gsaelibrary.gsa.gov) for detailed SIN descriptions

   SIN 511210 / 511210-STLOC  Software Licenses
   SIN 54151 / 54151-STLOC  Software Maintenance Services
   SIN 54151ECOM / 54151ECOM-STLOC  Electronic Commerce and Subscription Services
   54151S / 54151S-STLOC  Information Technology Professional Services
   518210C / 518210C-STLOC  Cloud and Cloud Related IT Professional Services
   OLM/OLM-STLOC  Order-Level Materials

Section 211 of the E-Government Act of 2002 (the Act) amended the Federal Property and Administrative Services Act to allow for “Cooperative Purchasing.” Cooperative Purchasing allows for the Administrator of General Services to provide states and localities access to certain items offered through the General Services Administration’s (GSA’s) Multiple Award Schedule (MAS), Information Technology (IT) Category. The information technology available to state and local governments includes automated data processing equipment (including firmware), software, supplies, support equipment, and services.

1b. Lowest Priced Model Number and Lowest Price: Please refer to our rates on page #17

1c. Labor Category Descriptions: Please refer to page #18

2. Maximum Order: $500,000.00
3. Minimum Order: $100.00
4. Geographic Coverage: Domestic
5. Point (s) of Production: Same as Company Address
6. Discount from List Price: 5%-20%
7. Quantity Discounts: 1% discount for a single order over $300,000
8. Prompt Payment Terms: 0%, Net 30. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.
9. Foreign Items: None
10a. Time of Delivery: To Be Negotiated with Ordering Agency
10b. Expedited Delivery: To Be Negotiated with Ordering Agency
10c. Overnight and 2-Day Delivery: To Be Negotiated with Ordering Agency
10d. Urgent Requirement: To Be Negotiated with Ordering Agency
11. F.O.B. Point(s): Destination
12a. Ordering Address: Nimbis Services, Inc.
   1846 E. Innovation Park Drive
   Suite 200
   Oro Valley, AZ 85755
   Phone: 571-297-3800
   Fax: 703-442-4720
12b. Ordering Procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPAs), are found in Federal Acquisition Regulation (FAR) 8.405-3.

13. Payment Addresses:
Nimbis Services, Inc.
1846 E. Innovation Park Drive
Suite 200
Oro Valley, AZ 85755

14. Warranty Provision:
See Appendix page #22

15. Export Packing Charges:
Not Applicable

16. Terms and conditions of rental, maintenance, and repair:
Not Applicable

17. Terms and conditions of installation (if applicable):
Not Applicable

18a. Terms and conditions of repair parts indicating date of parts, price lists and any discounts from list prices:
Not Applicable

18b. Terms and conditions for any other services (if applicable):
Not Applicable

19. List of service and distribution points (if applicable):
Not Applicable

20. List of participating dealers (if applicable):
Not Applicable

21. Preventative maintenance (if applicable)
Not Applicable

22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants.):
Not Applicable

22b. Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor’s website or other location.) The EIT standards can be found at: www.Section508.gov/
Contact the Contractor for more information.

23. Data Universal Number System (DUNS) Number:
826553369

24. Nimbis Services, Inc. is registered in the System for Award Management (SAM).
CONTRACT OVERVIEW

GSA awarded Nimbis Services, Inc. a GSA Multiple Award Schedule (MAS) contract for information technology, Contract No. 47QTCA21D006W. The current contract period is March 19, 2021 – March 18, 2026. GSA may exercise a total of up to three additional 5 year option periods. The contract allows for the placement of Firm Fixed Price or Time and Materials task orders using the labor categories and ceiling rates defined in the contract.

CONTRACT ADMINISTRATOR

Contract Administration:
Stacie Valencia
Telephone: (520) 318-5571
Email: stacie.valencia@nimbisservices.com

CONTRACT USE

This contract is available for use by all Federal Government agencies, as a source for Software Licenses, Software Maintenance Services, Electronic Commerce and Subscription Services, Information Technology Professional Services, and Cloud and Cloud-Related IT Professional Services. Executive agencies, other Federal agencies, mixed – ownership Government corporations, and the District of Columbia; government contractors authorized in writing by a Federal agency pursuant to 48 CFR 51.1; and other activities and organizations authorized by statute or regulation to use GSA as a source of supply may use this contract.

SPECIAL ITEM NUMBER (SIN) DESCRIPTIONS

The Special Item Numbers (SINs) available under this contract provide software licenses, software maintenance, electronic commerce and subscription services, IT professional services and cloud related IT professional services across the full life cycle of a project. When task orders are placed, they must identify the SIN(s) under which the task is being executed. Nimbis has been awarded a contract by GSA to provide services under the following SINs Software Licenses, Software Maintenance Services, Electronic Commerce and Subscription Services, Information Technology Professional Services, Cloud and Cloud Related IT Professional Services:

- SIN 511210 / 511210-STLOC: Software Licenses
- SIN 54151 / 54151-STLOC: Software Maintenance Services
- SIN 54151ECOM / 54151ECOM-STLOC: Electronic Commerce and Subscription Services
- 54151S / 54151S-STLOC: Information Technology Professional Services
- 518210C / 518210C-STLOC: Cloud and Cloud Related IT Professional Services

Please refer to GSA eLibrary for complete Special Item Number (SIN) descriptions.
Ordering activities may establish BPAs under any schedule contract to fill repetitive needs for supplies or services. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPAs and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). In determining how many BPAs to establish, consider:

- The scope and complexity of the requirement(s);
- The need to periodically compare multiple technical approaches or prices;
- The administrative costs of BPAs; and
- The technical qualifications of the schedule contractor(s).

Establishment of a single BPA, or multiple BPAs, shall be made using the same procedures outlined in 8.405-3. BPAs shall address the frequency of ordering, invoicing, discounts, requirements (e.g. estimated quantities, work to be performed), delivery locations, and time.

When establishing multiple BPAs, the ordering activity shall specify the procedures for placing orders under the BPAs.

Establishment of a multi-agency BPA against a Federal Supply Schedule contract is permitted if the multi-agency BPA identifies the participating agencies and their estimated requirements at the time the BPA is established.

Ordering from BPAs:

Single BPA. If the ordering activity establishes one BPA, authorized users may place the order directly under the established BPA when the need for the supply or service arises.

Multiple BPAs. If the ordering activity establishes multiple BPAs, before placing an order exceeding the micro-purchase threshold, the ordering activity shall:

- Forward the requirement, or statement of work and the evaluation criteria, to an appropriate number of BPA holders, as established in the BPA ordering procedures; and
- Evaluate the responses received, make a best value determination (see 8.404(d)), and place the order with the BPA holder that represents the best value.

BPAs for hourly rate services. If the BPA is for hourly rate services, the ordering activity shall develop a statement of work for requirements covered by the BPA. All orders under the BPA shall specify a price for the performance of the tasks identified in the statement of work.

Duration of BPAs. BPAs generally should not exceed five years in length, but may do so to meet program requirements. Contractors may be awarded BPAs that extend beyond the current term of their GSA Schedule contract, so long as there are option periods in their GSA Schedule contract that, if exercised, will cover the BPA’s period of performance.

Review of BPAs:

The ordering activity that established the BPA shall review it at least once a year to determine whether:

- The schedule contract, upon which the BPA was established, is still in effect;
- The BPA still represents the best value (see 8.404(d)); and
- Estimated quantities/amounts have been exceeded and additional price reductions can be obtained.

The ordering activity shall document the results of its review.
<table>
<thead>
<tr>
<th>SIN</th>
<th>Part Number</th>
<th>Product Name</th>
<th>Description</th>
<th>GSA Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>TSS-ITAR-COM-A</td>
<td>Trusted Silicon Stratus (TSS) ITAR Term License Commercial Use (Annual Term)</td>
<td>See Below</td>
<td>$194,513.25</td>
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<tr>
<td>511210</td>
<td>TSS-ITAR-R&amp;D-A</td>
<td>Trusted Silicon Stratus (TSS) ITAR Term License - R&amp;D Use (Annual Subscription)</td>
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<td>54151</td>
<td>TSS-ITAR-ESP-A</td>
<td>Trusted Silicon Stratus (TSS) ITAR Enterprise Support Package (Annual Subscription)</td>
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<td>Trusted Silicon Stratus (TSS) Authority To Operate (ATO) Term License - Commercial Use (Annual Subscription)</td>
<td>See Below</td>
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<td>54151</td>
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<td>TSS-GP-VCPU</td>
<td>TSS General Purpose Virtual CPU (Annual Subscription)</td>
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<td>54151</td>
<td>TSS-HC-VCPU</td>
<td>TSS High Compute Virtual CPU (Annual Subscription)</td>
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<td>54151</td>
<td>TSS-XC-VCPU</td>
<td>TSS Extreme Compute Virtual CPU (Annual Subscription)</td>
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<td>54151</td>
<td>TSS-MO-VCPU</td>
<td>TSS Memory Optimized Compute Virtual CPU (Annual Subscription)</td>
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<td>54151</td>
<td>TSS-1TB-GPST</td>
<td>TSS 1 Terabyte General Purpose Storage (Annual Subscription)</td>
<td>See Below</td>
<td>$468.51</td>
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<td>54151</td>
<td>TSS-EXT-SUPP-A</td>
<td>Trusted Silicon Stratus (TSS) Extended Support (Annual Subscription)</td>
<td>See Below</td>
<td>$103,073.05</td>
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<tr>
<td>511210</td>
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<tr>
<td>511210</td>
<td>TSS-ITAR-R&amp;D-M</td>
<td>Trusted Silicon Stratus (TSS) ITAR Term License - R&amp;D Use (Monthly Subscription)</td>
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<td>Trusted Silicon Stratus (TSS) ITAR Enterprise Support Package (Monthly Subscription)</td>
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<td>Trusted Silicon Stratus (TSS) Authority To Operate (ATO) Term License - R&amp;D Use (Monthly Subscription)</td>
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<td>54151</td>
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<td>Trusted Silicon Stratus (TSS) Authority To Operate (ATO) Enterprise Support Package (Monthly Subscription - 6 month minimum)</td>
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<td>Trusted Silicon Stratus (TSS) Extended Support (Monthly Subscription)</td>
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<td>Description</td>
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<tr>
<td>54151ECOM</td>
<td>TSS-USER-ACCESS-A</td>
<td>Trusted Silicon Stratus (TSS) User Access (Annual Subscription)</td>
<td>See Below</td>
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</table>
PRODUCT DESCRIPTIONS:
SIN 511210 SOFTWARE LICENSES,
SIN 54151 SOFTWARE MAINTENANCE SERVICES,
SIN 54151ECOM ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES

**Trusted Silicon Stratus (TSS) ITAR Term License - Commercial Use (Annual Subscription)**
The Trusted Silicon Stratus is a trusted, secure, collaborative cloud platform that offers the following key benefits:

- IT Infrastructure
- Ready-to-go Marketplace
- Security
- Multi-cloud capability
- Revision/version control
- Data management repositories
- Hardware emulation support
- Risk analysis tools
- Provenance tracking
- Authority to Operate (ATO) (available in TSS-ATO-XXX product offering)

The TSS-ITAR-COM product offering is for customers that require added security for ITAR-restricted data for commercial/production use. The TSS-ITAR-COM-A Term License is an annual subscription and includes the following features:

1. 6 seats (user licenses) to TSS-ITAR-COM cloud platform
2. Standard Support
3. Support Hours: M - F, 8am - 5pm ET

Standard Support consists of:

1. Online web support via trouble ticket submissions
2. Access to TSS-ITAR-COM platform updates generally-made available
3. Onboarding of one (1) software application onto the TSS-ITAR-COM platform
4. One half (1/2) day demo/training session

The TSS-ITAR-COM product offering does not include cloud hosting services or extended support. Cloud hosting services, Enterprise Support, and other add-on features are available and listed as a separate Nimbis Services product offering.

TSS-ITAR-COM product offering add-on recommendations:

- TSS-ITAR-ESP Enterprise Support Package
- TSS-GP-VCPU, TSS-HC-VCPU, TSS-MO-VCPU, or TSS-XC-VCPU cloud compute resources
- TSS-1TB-GPST cloud storage
- TSS-EXT-SUPP Extended Support (weekend support)
- Custom Support via separate Services Level Agreement (SLA)

**Trusted Silicon Stratus (TSS) ITAR Term License - R&D Use (Annual Subscription)**
The Trusted Silicon Stratus is a trusted, secure, collaborative cloud platform that offers the following key benefits:

- IT Infrastructure
- Ready-to-go Marketplace
- Security
- Multi-cloud capability
Revision / version control
Data management repositories
Hardware emulation support
Risk analysis tools
Provenance tracking
Authority to Operate (ATO) (available in TSS-ATOL-XXX product offering)

The TSS-ITAR-R&D product offering is for customers that require a secure cloud environment to support ITAR-restricted data for R&D and non-production use. The TSS-ITAR-R&D-A Term License is an annual subscription and includes the following features:
1. 6 seats (user licenses) to TSS-ITAR-R&D cloud platform
2. Standard Support
3. Support Hours: M - F, 8am - 5pm ET

Standard Support consists of:
1. Online web support via trouble ticket submissions
2. Access to TSS-ITAR-R&D platform updates generally-made available
3. Onboarding of one (1) software application onto the TSS-ITAR-R&D platform
4. One half (1/2) day demo / training session

The TSS-ITAR-R&D product offering does not include cloud hosting services or extended support. Cloud hosting services, Enterprise Support, and other add-on features are available and listed as a separate Nimbis Services product offering.

TSS-ITAR-R&D product offering add-on recommendations:
• TSS-ITAR-ESP Enterprise Support Package
• TSS-GP-VCPU, TSS-HC-VCPU, TSS-MO-VCPU, or TSS-XC-VCPU cloud compute resources
• TSS-1TB-GPST cloud storage
• TSS-EXT-SUPP Extended Support (weekend support)
• Custom Support via separate Services Level Agreement (SLA)

Trusted Silicon Stratus (TSS) ITAR Enterprise Support Package (Annual Subscription)
The TSS-ITAR-ESP is the Enterprise Support Package, an add-on product offering for the TSS-ITAR offering, providing 0.75 FTEs of support. The TSS-ITAR-ESP-A is an annual subscription and is required when:
(i) multiple tools, applications, and data need to be onboarded to the TSS-ITAR platform; or
(ii) added support or improved response times are needed for trouble ticket submissions;

The TSS-ITAR-ESP features consist of:
1. Online web support via trouble ticket submission
2. Access to TSS-ITAR platform updates and upgrades generally-made available
3. Onboarding of software, tools, and data (up to 375 person hours)
4. Two half (1/2) day demo / training sessions
5. Project configuration/setup support

The TSS-ITAR-ESP product offering does not include cloud hosting services. Cloud hosting services and other add-on features are available and listed as a separate Nimbis Services product offering. Specialized or custom support is offered through Support Services offerings and a separate Services Level Agreement (SLA).
Trusted Silicon Stratus (TSS) Authority To Operate (ATO) Term License - Commercial Use (Annual Subscription)
The Trusted Silicon Stratus offering is a trusted, secure, collaborative cloud platform that offers the following key benefits:
- IT Infrastructure
- Ready-to-go Marketplace
- Security
- Multi-cloud capability
- Revision/version control
- Data management repositories
- Hardware emulation support
- Risk analysis tools
- Provenance tracking
- Authority to Operate (ATO)

The TSS-ATO-COM product offering is for customers that require a Authority to Operate (ATO) cloud environment for commercial/production use. The TSS-ATO-COM-A Term License is an annual subscription and includes the following features:
1. 6 seats (user licenses) to TSS-ATO-COM cloud platform
2. Standard Support
3. Support Hours: M - F, 8am - 5pm ET

Standard Support consists of:
1. Online web support via trouble ticket submissions
2. Access to TSS-ATO-COM platform updates generally-made available
3. Onboarding of one (1) software application onto the TSS-ATO-COM platform
4. One half (1/2) day demo / training session

The TSS-ATO-COM product offering does not include cloud hosting services or extended support. Cloud hosting services, Enterprise Support, and other add-on features are available and listed as a separate Nimbis Services product offering.

TSS-ATO-COM product offering add-on recommendations:
- TSS-ATO-ESP Enterprise Support Package
- TSS-GP-VCPU, TSS-HC-VCPU, TSS-MO-VCPU, or TSS-XC-VCPU cloud compute resources
- TSS-1TB-GPST cloud storage
- TSS-EXT-SUPP Extended Support (weekend support)
- Custom Support via separate Services Level Agreement (SLA)

Trusted Silicon Stratus (TSS) Authority To Operate (ATO) Term License - R&D Use (Annual Subscription)
The Trusted Silicon Stratus offering is a trusted, secure, collaborative cloud platform that offers the following key benefits:
- IT Infrastructure
- Ready-to-go Marketplace
- Security
- Multi-cloud capability
- Revision / version control
- Data management repositories
- Hardware emulation support
- Risk analysis tools
- Provenance tracking
• Authority to Operate (ATO)
The TSS-ATO-R&D product offering is for customers that require an Authority to Operate (ATO) cloud environment for R&D and non-production use. The TSS-ATO-R&D-A Term License is an annual subscription and includes the following features:
  1. 6 seats (user licenses) to TSS-ATO-R&D cloud platform
  2. Standard Support
  3. Support Hours: M - F, 8am - 5pm ET

Standard Support consists of:
  1. Online web support via trouble ticket submissions
  2. Access to TSS-ATO-R&D platform updates generally-made available
  3. Onboarding of one (1) software application onto the TSS-ATO-R&D platform
  4. One half (1/2) day demo/training session

The TSS-ATO-R&D product offering does not include cloud hosting services or extended support. Cloud hosting services, Enterprise Support, and other add-on features are available and listed as a separate Nimbis Services product offering.

TSS-ATO-R&D product offering add-on recommendations:
  • TSS-ATO-ESP Enterprise Support Package
  • TSS-GP-VCPU, TSS-HC-VCPU, TSS-MO-VCPU, or TSS-XC-VCPU cloud compute resources
  • TSS-1TB-GPST cloud storage
  • TSS-EXT-SUPP Extended Support (weekend support)
  • Custom Support via separate Services Level Agreement (SLA)

**Trusted Silicon Stratus (TSS) Authority To Operate (ATO) Enterprise Support Package (Annual Subscription)**
The TSS-ATO-ESP is the Enterprise Support Package, an add-on product offering for the TSS-ATO offering, providing 1.0 FTEs of support. The TSS-ATO-ESP-A is an annual subscription and is required when:
(i) multiple tools, applications, and data need to be onboarded to the TSS-ATO platform; or
(ii) added support or improved response times are needed for trouble ticket submissions;

The TSS-ATO-ESP features consist of:
  1. Online web support via trouble ticket submission
  2. Access to TSS-ATO platform updates and upgrades generally-made available
  3. Onboarding of software, tools, and data (up to 500 person hours)
  4. Two half (1/2) day demo / training sessions
  5. Project configuration/setup support

The TSS-ATO-ESP product offering does not include cloud hosting services. Cloud hosting services and other add-on features are available and listed as a separate Nimbis Services product offering. Specialized or custom support is offered through Support Services offerings and a separate Services Level Agreement (SLA).

**TSS General Purpose Virtual CPU (Annual Subscription)**
The TSS-GP-VCPU product offering is a cloud general-purpose virtual compute instance that is an add-on to the TSS product offering. The TSS-GP-VCPU product offering provides a compute optimized hardware instance used in microelectronics design, software development, or running other linux-based applications on the TSS. This hardware compute instance type consists of up to 8 virtual CPUs with 16 GBs of memory. It is recommended for running applications, such as typical EDA workloads and application development.
TSS-GP VCPU product offering add-on recommendation:
  • TSS-1TB-GPST

**TSS High Compute Virtual CPU (Annual Subscription)**
The TSS-HC-VCPU product offering is a cloud, high-compute virtual instance that is an add-on to the TSS product offering. The TSS-HC-VCPU product offering provides a compute optimized hardware instance used in microelectronics design, software development, or running other Linux-based applications on the TSS. This hardware compute instance type consists of up to 16 virtual CPUs with 32 GBs of memory. It is recommended for compute-intensive applications such as EDA workloads, simulations, and verification.

TSS-HC VCPU product offering add-on recommendation:
  • TSS-1TB-GPST

**TSS Extreme Compute Virtual CPU (Annual Subscription)**
The TSS-XC-VCPU product offering is a cloud extreme-compute, memory-optimized instance with added vCPUs and memory that is an add-on to the TSS product offering. The TSS-XC-VCPU product offering provides a compute optimized hardware instance used for high compute, high memory-type applications such as hardware emulation. This hardware compute instance type consists of up to 128 virtual CPUs with 1 TB of memory. It is recommended for high-performance databases, memory-intensive applications, and hardware emulation type workloads.

TSS-XC VCPU product offering add-on recommendation:
  • TSS-1TB-GPST

**TSS Memory Optimized Compute Virtual CPU (Annual Subscription)**
The TSS-MO-VCPU product offering is a cloud memory-optimized compute instance with additional memory per vCPU and is an add-on to the TSS product offering. The TSS-MO-VCPU product offering provides delivers fast performance for workloads that process large datasets such as semiconductor chip signoff. This hardware compute instance type consists of up to 96 virtual CPUs with 768 GBs of memory. It is recommended for large dataset workloads such as chip signoff.

TSS-XC VCPU product offering add-on recommendation:
  • TSS-1TB-GPST

**TSS 1 Terabyte General Purpose Storage (Annual Subscription)**
The TSS-1TB-GPST product offering provides 1 TB of cloud general purpose storage for use with the TSS-XX-VCPU product offerings. The TSS-1TB-GPST is required to onboard and store applications, data, and information on the TSS.

The TSS-1TB-GPST is recommended for:
  • TSS-GP-VCPU, TSS-HC-VCPU, TSS-MO-VCPU, or TSS-XC-VCPU cloud compute resources

**Trusted Silicon Stratus (TSS) Extended Support (Annual Subscription)**
The TSS-EXT-SUPP product offering provides customers extended weekend support for customers who would like to have support 7 days a week. The TSS-EXT-SUPP-A is an annual subscription and is an add-on to the Enterprise Support Package. The TSS-EXT-SUPP provides support on Saturday and Sunday, 8am - 1pm ET.

The TSS-EXT-SUPP product offering is not available to customers with the Standard Support Package.
Trusted Silicon Stratus (TSS) ITAR Term License - Commercial Use (Monthly Subscription)
The Trusted Silicon Stratus offering is a trusted, secure, collaborative cloud platform that offers the following key benefits:
• IT Infrastructure
• Ready-to-go Marketplace
• Security
• Multi-cloud capability
• Revision/version control
• Data management repositories
• Hardware emulation support
• Risk analysis tools
• Provenance tracking
• Authority to Operate (ATO) (available in TSS-ATO-XXX product offering)

The TSS-ITAR-COM product offering is for customers that require added security for ITAR-restricted data for commercial/production use. The TSS-ITAR-COM-M Term License is an annual subscription and includes the following features:
1. 6 seats (user licenses) to TSS-ITAR-COM cloud platform
2. Standard Support
3. Support Hours: M - F, 8am - 5pm ET

Standard Support consists of:
1. Online web support via trouble ticket submissions
2. Access to TSS-ITAR-COM platform updates generally-made available
3. Onboarding of one (1) software application onto the TSS-ITAR-COM platform
4. One half (1/2) day demo/training session.

The TSS-ITAR-COM product offering does not include cloud hosting services or extended support. Cloud hosting services, Enterprise Support, and other add-on features are available and listed as a separate Nimbis Services product offering.

TSS-ITAR-COM product offering add-on recommendations:
• TSS-ITAR-ESP Enterprise Support Package
• TSS-GP-VCPU, TSS-HC-VCPU, or TSS-XC-VCPU cloud compute resources
• TSS-1TB-STOR cloud storage
• TSS-EXT-SUPP Extended Support (weekend support)
• Custom Support via separate Services Level Agreement (SLA)

Trusted Silicon Stratus (TSS) ITAR Term License - R&D Use (Monthly Subscription)
The Trusted Silicon Stratus offering is a trusted, secure, collaborative cloud platform that offers the following key benefits:
• IT Infrastructure
• Ready-to-go Marketplace
• Security
• Multi-cloud capability
• Revision / version control
• Data management repositories
• Hardware emulation support
• Risk analysis tools
• Provenance tracking
• Authority to Operate (ATO) (available in TSS-ATO-XXX product offering)
The TSS-ITAR-R&D product offering is for customers that require a secure cloud environment to support ITAR-restricted data for R&D and non-production use. The TSS-ITAR-R&D-M Term License is an annual subscription and includes the following features:

1. 6 seats (user licenses) to TSS-ITAR-R&D cloud platform
2. Standard Support
3. Support Hours: M - F, 8am - 5pm ET

Standard Support consists of:

1. Online web support via trouble ticket submissions
2. Access to TSS-ITAR-R&D platform updates generally-made available
3. Onboarding of one (1) software application onto the TSS-ITAR-R&D platform
4. One half (1/2) day demo / training session.

The TSS-ITAR-R&D product offering does not include cloud hosting services or extended support. Cloud hosting services, Enterprise Support, and other add-on features are available and listed as a separate Nimbis Services product offering.

TSS-ITAR-R&D product offering add-on recommendations:

- TSS-ITAR-ESP Enterprise Support Package
- TSS-GP-VCPU, TSS-HC-VCPU, or TSS-XC-VCPU cloud compute resources
- TSS-1TB-STOR cloud storage
- TSS Extended Support (weekend support)
- Custom Support via separate Services Level Agreement (SLA)

**Trusted Silicon Stratus (TSS) ITAR Enterprise Support Package (Monthly Subscription)**

The TSS-ITAR-ESP is the Enterprise Support Package, an add-on product offering for the TSS-ITAR offering, provides up to 120 hours per month of support. The TSS-ITAR-ESP-M is a monthly subscription and is required when:

(i) multiple tools, applications, and data need to be onboarded to the TSS-ITAR platform; or

(ii) added support or improved response times are needed for trouble ticket submissions;

The TSS-ITAR-ESP features consist of:

1. Online web support via trouble ticket submission
2. Access to TSS-ITAR platform updates and upgrades generally-made available
3. Onboarding of software, tools, and data (up to 30 hrs per month)
4. Two half (1/2) day demo / training sessions
5. Project configuration/setup support

The TSS-ITAR-ESP product offering requires a 6-month minimum commitment and is limited to customers who license the TSS-ITAR platform on a monthly basis. TSS-ITAR-ESP does not include cloud hosting services. Cloud hosting services and other add-on features are available and listed as a separate Nimbis Services product offering.

Specialized or custom support is offered through Support Services offerings and a separate Services Level Agreement (SLA).

**Trusted Silicon Stratus (TSS) Authority To Operate (ATO) Term License - Commercial Use (Monthly Subscription)**

The Trusted Silicon Stratus offering is a trusted, secure, collaborative cloud platform that offers the following key benefits:

- IT Infrastructure
- Ready-to-go Marketplace
- Security
• Multi-cloud capability
• Revision/version control
• Data management repositories
• Hardware emulation support
• Risk analysis tools
• Provenance tracking
• Authority to Operate (ATO)

The TSS-ATO-COM product offering is for customers that require an Authority to Operate (ATO) cloud environment for commercial/production use. The TSS-ATO-COM-M Term License is an annual subscription and includes the following features:
  1. 6 seats (user licenses) to TSS-ATO-COM cloud platform
  2. Standard Support
  3. Support Hours: M - F, 8am - 5pm ET

Standard Support consists of:
  1. Online web support via trouble ticket submissions
  2. Access to TSS-ATO-COM platform updates generally-made available
  3. Onboarding of one (1) software application onto the TSS-ATO-COM platform
  4. One half (1/2) day demo / training session

The TSS-ATO-COM product offering does not include cloud hosting services or extended support. Cloud hosting services, Enterprise Support, and other add-on features are available and listed as a separate Nimbis Services product offering.

TSS-ATO-COM product offering add-on recommendations:
• TSS-ATO-ESP Enterprise Support Package
• TSS-GP-VCPU, TSS-HC-VCPU, or TSS-XC-VCPU cloud compute resources
• TSS-1TB-STOR cloud storage
• TSS-EXT-SUPP Extended Support (weekend support)
• Custom Support via separate Services Level Agreement (SLA)

Trusted Silicon Stratus (TSS) Authority To Operate (ATO) Term License - R&D Use (Monthly Subscription)
The Trusted Silicon Stratus offering is a trusted, secure, collaborative cloud platform that offers the following key benefits:
• IT Infrastructure
• Ready-to-go Marketplace
• Security
• Multi-cloud capability
• Revision / version control
• Data management repositories
• Hardware emulation support
• Risk analysis tools
• Provenance tracking
• Authority to Operate (ATO)

The TSS-ATO-R&D product offering is for customers that require a Authority to Operate (ATO) cloud environment for R&D and non-production use. The TSS-ATO-R&D-M Term License is an annual subscription and includes the following features:
  1. 6 seats (user licenses) to TSS-ATO-R&D cloud platform
  2. Standard Support
  3. Support Hours: M - F, 8am - 5pm ET
Standard Support consists of:
1. Online web support via trouble ticket submissions
2. Access to TSS-ATO-R&D platform updates generally-made available
3. Onboarding of one (1) software application onto the TSS-ATO-R&D platform
4. One half (1/2) day demo/training session

The TSS-ATO-R&D product offering does not include cloud hosting services or extended support. Cloud hosting services, Enterprise Support, and other add-on features are available and listed as a separate Nimbis Services product offering.

TSS-ATO-R&D product offering add-on recommendations:
• TSS-ATO-ESP Enterprise Support Package
• TSS-GP-VCPU, TSS-HC-VCPU, or TSS-XC-VCPU cloud compute resources
• TSS-1TB-STOR cloud storage
• TSS-EXT-SUPP Extended Support (weekend support)
• Custom Support via separate Services Level Agreement (SLA)

**Trusted Silicon Stratus (TSS) Authority To Operate (ATO) Enterprise Support Package (Monthly Subscription - 6 month minimum)**
The TSS-ATO-ESP is the Enterprise Support Package, an add-on product offering for the TSS-ATO offering, providing 160 hours of support per month. The TSS-ATO-ESP-M is a monthly subscription and is required when:
(i) multiple tools, applications, and data need to be on-boarded to the TSS-ATO platform; or
(ii) added support or improved response times are needed for trouble ticket submissions.

The TSS-ATO-ESP features consist of:
1. Online web support via trouble ticket submission
2. Access to TSS-ATO platform updates and upgrades generally-made available
3. Onboarding of software, tools, and data (up to 40 hrs per month)
4. Two half (1/2) day demo / training sessions
5. Project configuration/setup support

The TSS-ATO-ESP product offering requires a 6-month minimum commitment and is available to customers who license the TSS-ATO platform on a monthly basis. TSS-ATO-ESP does not include cloud hosting services. Cloud hosting services and other add-on features are available and listed as a separate Nimbis Services product offering. Specialized or custom support is offered through Support Services offerings and a separate Services Level Agreement (SLA).

**Trusted Silicon Stratus (TSS) Extended Support (Monthly Subscription)**
The TSS-EXT-SUPP product offering provides customers extended weekend support for customers who would like to have support 7 days a week. The TSS-EXT-SUPP-M is a monthly subscription and is an add-on to the Enterprise Support Package. The TSS-EXT-SUPP provides support on Saturday and Sunday, 8am - 1pm ET.

The TSS-EXT-SUPP product offering is not available to customers with the Standard Support Package.

**Trusted Silicon Stratus (TSS) User Access (Annual Subscription)**
The TSS-USER-ACCESS product offering is made available to a customer's user who needs read access to the customer's application, data, or library elements hosted on the TSS platform. The TSS-USER-ACCESS-A is an annual subscription and add-on to any of the TSS platform offerings.
This product offering is not available to customers and/or users who need access to the TSS platform for development purposes.
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LABOR CATEGORY DESCRIPTIONS

Associate Project Manager
The Associate Project Manager (ASP) applies extensive expertise as a generalist or specialist; has demonstrated experience in providing management or governance of enterprise-level IT solutions; develops, manages, and maintains IT project plan and project standards; reviews project proposals or plans to determine schedule, funding limitations, procedures for accomplishing projects, staffing requirements and allotment of available resources to various phases of projects; solves complex problems which require regular use of ingenuity and creativity; decisions result in an organization achieving critical organizational objectives; may function in project leadership role and represents the organization as prime customer contact on significant technical matters on contracts; and monitors IT technology trends such as emerging standards for new technology opportunities.

Minimum Education: Bachelors
Minimum Years of Experience: 2

DevOps Engineer
The DevOps Engineer (DE) is responsible for activities such as program design, coding, testing, debugging or documentation. The DE has technical knowledge and responsibility of all phases of applications systems analysis and programming. This individual understands the business or function for which application is designed. The DE performs tasks such as: write programs according to specifications; and update, repair, modify and expand existing applications; ensure infrastructure is up and running; and evaluate problems in workflow and develop appropriate corrective action. The DE participates on project teams in the definition and implementation of the project.

Minimum Education: Bachelors
Minimum Years of Experience: 3

Senior Consultant
Senior Consultant (SC) may apply their skills in areas such as high performance computing, systems design, applications or supervisory capacity to implement business solutions. SC performs a variety of system design and integration tasks which are broad in nature and concerned with design, implementation, and architecting of systems. The SC acts as a high-level designer, defining the framework of core design features and functions of the system to be implemented. The SC often supervises a broad team of engineers through project completion. The SC is an expert in one or more of the following specialties: cloud and systems architectures, security architecture, cloud applications and storage, high performance computing, and software.

Minimum Education: Bachelors
Minimum Years of Experience: 15

Senior DevOps Engineer
The Senior DevOps Engineer (SDE) is responsible for activities such as program design, coding, testing, debugging or documentation. This SDE has technical knowledge and responsibility of all phases of applications systems analysis and programming and defines technical direction of project. The SDE engages in the evaluation and installation of software, hardware, and configuration of cloud instances and services. This individual participates in data modeling and other data initiatives. The SDE performs tasks such as: write programs according to specifications; update, repair, modify and expand existing applications, ensure infrastructure is up and running; and evaluate problems in workflow and develop appropriate corrective action. The SDE also acts as technical lead overseeing other DevOps Engineers on the team. Further, the SDE understands business requirements or function for which application is designed and interacts with customer to define requirements and deliverables.

Minimum Education: Bachelors
Minimum Years of Experience: 8
Senior Security System Architect
The Senior Security System Architect (SSSA) may identify or resolve highly complex issues to prevent cyberattacks on cloud information systems or keep network systems secure from theft of sensitive customer data and service interruptions. The SSSA designs, installs, and manages security mechanisms that protect networks against security breaches. The SSSA responds to incidents, investigates violations, and recommends enhancements to plug potential security risks. The SSSA is competent in subject matter and concepts and may lead individuals assisting in the support and work.

Minimum Education: Bachelors
Minimum Years of Experience: 12

Support Administrator
The Support Administrator (SA) demonstrates knowledge in wide application of Information Technology (IT) principles, theories, and concepts and provides solutions to a wide range of difficult problems on IT projects. Performs tasks such as: answering inquiries, clarifying desired information; researching, locating, and providing information; researching and exploring answers and alternative IT solutions on projects. Works under very general supervision and results are reviewed upon completion for adequacy in meeting objectives; decisions achieve schedule and cost objectives; maintains frequent internal and external customer contacts, and provides solutions to difficult technical problems related to specific IT projects.

Minimum Education: Bachelors
Minimum Years of Experience: 1

Cloud Associate Project Manager
The Cloud Associate Project Manager (CASP), has expertise as an Cloud specialist; has knowledge of enterprise-level cloud solutions; manages, and maintains project plan and project standards; reviews project proposals or plans to determine schedule, funding limitations, procedures for accomplishing projects, staffing requirements and allotment of available resources to various phases of projects; may assist in project leadership role and represents the organization as prime customer contact on technical matters on contracts; and monitors cloud technology trends such as emerging standards for new technology opportunities.

Minimum Education: Bachelors
Minimum Years of Experience: 1

Cloud DevOps Engineer
The Cloud DevOps Engineer (CDE) is responsible for activities such as program design, coding, testing, debugging or documentation. The CDE has technical knowledge and responsibility of all phases of applications systems analysis and programming. This individual understands the business or function for which application is designed. The CDE performs tasks such as: write programs according to specifications; and update, repair, modify and expand existing applications; ensure infrastructure is up and running; and evaluate problems in workflow and develop appropriate corrective action. The CDE participates on project teams in the definition and implementation of the project.

Minimum Education: Bachelors
Minimum Years of Experience: 2
Cloud Support Administrator
The Cloud Support Administrator (CSA) demonstrates knowledge in application of principles, theories, and concepts and provides solutions to problems. Provides assistance in some of the following topics: refactoring workloads for cloud solutions, migrating legacy or other systems to cloud solutions, cloud DevOps/DevSecOps, cloud security, developing and testing cloud native applications, or other cloud-oriented activities; performs tasks such as: answers inquiries by clarifying desired information; researching, locating, and providing information; researching and exploring answers and alternative solutions; escalating unresolved problems; and maintains frequent internal and external customer contacts, and provides solutions to difficult technical problems related to specific projects.

Minimum Education: Bachelors
Minimum Years of Experience: 1

Senior Cloud Consultant
Senior Cloud Consultant (SCC) may apply their skills in areas such as high performance computing, systems design, applications or supervisory capacity to implement business solutions. SCC performs a variety of system design and integration tasks which are broad in nature and concerned with design, implementation, and architecting of systems. The SCC acts as a high-level designer, defining the framework of core design features and functions of the system to be implemented. The SCC often supervises a broad team of engineers through project completion. The SCC is an expert in one or more of the following specialties: cloud and systems architectures, security architecture, cloud applications and storage, high performance computing, and software.

Minimum Education: Bachelors
Minimum Years of Experience: 15

Senior Cloud DevOps Engineer
The Senior Cloud DevOps Engineer (SCDE) is responsible for activities such as program design, coding, testing, debugging or documentation. This SCDE has technical knowledge and responsibility of all phases of applications systems analysis and programming and defines technical direction of project. The SCDE engages in the evaluation and installation of software, hardware, and configuration of cloud instances and services. This individual participates in data modeling and other data initiatives. The SCDE performs tasks such as: write programs according to specifications; update, repair, modify and expand existing applications, ensure infrastructure is up and running; and evaluate problems in workflow and develop appropriate corrective action. The SCDE also acts as technical lead overseeing other DevOps Engineers on the team. Further, the SCDE understands business requirements or function for which application is designed and interacts with customer to define requirements and deliverables.

Minimum Education: Bachelors
Minimum Years of Experience: 8

Senior Cloud Security System Architect
The Senior Cloud Security System Architect (SCSSA) may identify or resolve highly complex issues to prevent cyberattacks on cloud information systems or keep network systems secure from theft of sensitive customer data and service interruptions. The SCSSA designs, installs, and manages security mechanisms that protect networks against security breaches. The SSSA responds to incidents, investigates violations, and recommends enhancements to plug potential security risks. The SCSSA is competent in subject matter and concepts and may lead individuals assisting in the support and work.

Minimum Education: Bachelors
Minimum Years of Experience: 12
CRITERIA FOR EXPERIENCE/EDUCATION SUBSTITUTIONS:

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<tr>
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<td>Associate degree plus 8 years of experience</td>
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<td>PhD/Doctorate</td>
<td>Master degree plus four years of experience or</td>
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<td>Bachelor degree plus six years of experience</td>
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</table>
MASTER SERVICE LEVEL AGREEMENT
Base Agreement

Agreement No. Nimbis-MSLA-XXXXXX

Customer: Name/Address
           Address
           City, State, Zip

This Master Service Level Agreement (MSLA) between the Ordering Activity under GSA Schedule contracts identified in the Purchase Order, Statement of Work, or similar document Customer and Nimbis Services, Inc. (“Nimbis”), which consists of this Base Agreement, Attachment, and Statements of Work, shall be referred to as this “Agreement.”

By signing below, or executing a Purchase Order that incorporates this Agreement, the parties each agree to be bound by the terms and conditions of this Agreement, including the initial Attachment and Statement of Work. Subsequent Attachments and Statements of Work under this Base Agreement must be signed by the parties to become effective.

Upon signature by both parties, it is agreed this Agreement constitutes the complete and exclusive agreement between them superseding all contemporaneous or prior agreements and other communications between them, written or oral, relating to the services and deliverables defined in the Agreement, notwithstanding anything contained in any document issued by either party. This Agreement may not be amended or modified except by a written amendment signed by duly authorized signatories of both parties.

The parties expressly acknowledge that they have received and are in possession of a copy of any referenced item that is not physically attached to this Agreement and any such item will be treated as if attached.

Accepted and Agreed To:

Customer

Nimbis Services, Inc.
1846 E Innovation Park Drive
Oro Valley, AZ. 85755

By: ____________________________  By: ____________________________

Name: Robert Graybill
Title: President & CEO

Date: __________

1.0. DEFINITIONS

Capitalized terms in this Agreement have the following meanings. An Attachment may define additional
terms; however, those terms apply only to that Attachment.

"Attachment" means any document attached to the Base Agreement which defines the general terms and conditions of the services to be performed by Nimbis for Customer.

“Customer Deliverables” means any part, specification, design, document, report, data, or the like which Customer delivers to Nimbis under this Agreement as described in a relevant Statement of Work.

"Nimbis Deliverables" means any prototype, specification, design, document, report, training material, data, code or the like which Nimbis delivers to Customer under this Agreement as described in a relevant Statement of Work.

“Intellectual Property Rights” means all intellectual property rights, worldwide arising under statutory or common law or by contract and whether or not perfected, including, without limitation, all (i) rights to patents and patent applications; (ii) rights associated with works of authorship including copyrights; (iii) rights relating to the protection of trade secrets and know-how; (iv) any other proprietary rights relating to intangible property, now existing, or hereafter filed, issued or acquired; and (v) divisions, continuations, renewals, reissues and extensions of the foregoing (as and to the extent applicable) now existing, hereafter filed, issued or acquired.

"Invention" means any idea, design, concept, technique, invention, discovery or improvement, whether or not patentable, conceived or first reduced to practice solely by one or more employees of a party hereto ("Sole Invention"), or jointly by one or more employees of one party with one or more employees of the other party ("Joint Invention"), in the performance of work under this Agreement.

"Statement of Work" or "SOW" means any document attached or otherwise incorporated into an Attachment which specifies the details of a specific work task and describes the Nimbis Deliverables, including any requirements, specifications or schedules. The SOW authorizes commencement of work and expressly specifies all payment obligations in lieu of purchase orders, and therefore purchase orders are not necessary under a SOW, unless otherwise specified therein.

“Subsidiary” means a corporation, company or other entity:
(a) more than fifty percent (50%) of whose outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) are, now or hereafter, owned or controlled, directly or indirectly, by a party hereto, or
(b) which does not have outstanding shares or securities, as may be the case in a partnership, joint venture or unincorporated association, but more than fifty percent (50%) of whose ownership interest representing the right to make the decisions for such corporation, company or other entity is now or hereafter, owned or controlled, directly or indirectly, by a party hereto, but such corporation, company or other entity shall be deemed to be a Subsidiary only so long as such ownership or control exists.

2.0. AGREEMENT STRUCTURE

2.1 This Agreement consists of: (i) this Base Agreement; and (ii) Statements of Work. A SOW may include additional or differing terms and conditions, however such terms and conditions apply only to that Attachment or SOW, as the case may be.

2.2 In the event of conflict or ambiguity among the various documents, the following order of precedence shall apply: 1) Statement of Work; 2) Base Agreement.

3.0. STATEMENT OF WORK
3.1 Nimbis will perform work in accordance with a written executed SOW, including having responsibility for any Nimbis Deliverables and for providing them in accordance with specifications and other requirements specifically set forth in such SOW. If achievement of a particular milestone in a SOW is dependent upon completion of tasks and/or performance within the control of Customer or by a third party outside of Nimbis’ control, the projected dates for accomplishing any milestones will be appropriately adjusted to reflect any changes in the tasks and/or performance by Customer or such third party.

3.2 Either party may, by written notice to the other, request changes to the SOW, including but not limited to changes to the specifications or work scope. Nimbis will submit a written report to Customer setting forth the probable effect, if any, of such requested change on price, payment or delivery. The parties shall promptly amend the SOW to incorporate any agreed changes. However, if a change does not affect the prices or payment, in lieu of amending the SOW, Nimbis and Customer may prepare a written description of the agreed change ("Change Authorization"), which both Nimbis and Customer must sign.

4.0 CUSTOMER’S RESPONSIBILITIES

4.1 Customer will not knowingly use any Nimbis Deliverable or integrate, promote, sell, or otherwise transfer any Nimbis Deliverable to any customer or end user for use in any applications where it is reasonably foreseeable that failure of the Nimbis Deliverable as used in such application(s) would lead to death, bodily injury, or catastrophic property damage. Examples of such applications may include, without limitation, certain uses in nuclear facilities, air traffic control, weapon systems, direct life support machines, aeronautical or automotive applications.

4.2 Customer will not: (1) make any representations or warranties about Nimbis Deliverables, products, or prototypes other than those Nimbis specifically authorizes in writing; or (2) take any action or make any commitment on Nimbis’ behalf. Customer agrees that it is responsible for the results obtained from the use of the Nimbis Deliverables provided under this Agreement.

5.0 PAYMENT

Nimbis will invoice in accordance with the terms of the SOW. Unless the SOW states otherwise, all Payments shall be due and payable thirty (30) days after Customer receives an invoice or as otherwise stated in the Product Quotation.

Nimbis will be entitled to late payment fees on Payment due but not received within thirty (30) days (or as stated in the Product Quotation) after Customer’s receipt of invoice. Late payment fees are defined as the highest rate permitted by the Prompt Payment Act (31 USC 3901 et seq) and Treasury regulations at 5 CFR 1315.

All Payments will be paid in US Dollars.

6.0 TAXES

Nimbis shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

7.0 REPRESENTATIONS AND WARRANTIES
7.1 NIMBIS SHALL PERFORM ALL WORK UNDER THIS AGREEMENT IN A PROFESSIONAL
AND WORKMANLIKE MANNER, CONSISTENT WITH GENERALLY ACCEPTED INDUSTRY
STANDARDS, THIS AGREEMENT (INCLUDING ANY SOW) AND APPLICABLE LAW. EXCEPT
AS EXPRESSLY SET FORTH IN THE FOREGOING, UNLESS EXPRESSLY STATED
OTHERWISE IN THE ATTACHMENT OR SOW, ALL WORK PERFORMED UNDER THIS
AGREEMENT AND ITS RESULTANT DELIVERABLES ARE PROVIDED “AS-IS”, WITHOUT
WARRANTY OR INDEMNITY OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR
IMPLIED.

8.0. INTELLECTUAL PROPERTY AND LICENSES
8.1 Except as provided in Sections 8.2 and 8.2.1 below, Nimbis shall own any and all Intellectual
Property Rights relating to the Nimbis Deliverables designed, developed, or otherwise created and
furnished by Nimbis during the course of performing services for the Customer under the terms of this
Agreement.

8.2 Each Foreground Invention that is made separately by the employees of only one of the parties ("Sole
Foreground Invention") will be the property of that party (Inventing Party).

8.2.1 Each Foreground Invention that is made jointly by the employees of both parties ("Joint Foreground
Invention") will be jointly owned by both parties, together with all patent applications filed for it and all
patents issued on it. Each party has the right to grant licenses to others and to assign or otherwise transfer
its rights under Joint Foreground Inventions without consent from or accounting to the other party.

8.3 Each party acknowledges that, except for any licenses expressly granted by the other party pursuant
to provisions of this Agreement, no rights, immunities, or licenses of any kind, whether arising by
implication, estoppel or otherwise, are granted by either party with respect to any of its trademarks, trade
secrets, copyrights, patents or any other intellectual property rights. Any such rights, other than those
expressly granted by a party pursuant to provisions of this Agreement, may be granted or have been
granted by such party only through a separately negotiated, written agreement signed by both parties.

9.0. LIMITATION OF LIABILITY

9.1 Circumstances may arise where, because of a default on either party’s (the “Defaulting Party”) part or
other liability, the other party to this Agreement (the “Non-Defaulting Party”) is entitled to recover
damages from the Defaulting Party. In each such instance, regardless of the basis on which the Non-
Defaulting Party is entitled to claim damages from the Defaulting Party (including fundamental breach,
negligence, misrepresentation, warranty, or other contract or tort claim), the following terms apply as the
Non-Defaulting Party’s exclusive remedy and the Defaulting Party’s exclusive liability. The Defaulting
Party is liable for no more than:

1. if the Defaulting Party is Customer, payments due for Services and Nimbis Deliverables
rendered for Customer due pursuant to the Agreement;
2. the amounts actually paid for the Purchase Order(s) for Nimbis Deliverable or Service that is
the subject of the claim. This limit also applies to any of the Defaulting Party’s
subcontractors. It is the maximum for which the Defaulting Party and its subcontractors are
collectively responsible.

9.2 Under no circumstances is Nimbis, or its subcontractors, liable for any of the following:

1. third-party claims against Customer for damages (other than those under the second item listed
above in Section 9.1 or
2. loss of, or damage to, Customer’s records or data.
9.3 Furthermore, neither party will be liable for special, incidental, punitive, consequential or any other indirect damages (including lost opportunities, profits and savings), even if informed of their possibility. The parties agree that the payments due for Services and Nimbis Deliverables rendered for Customer, if not paid, may be recovered as direct damages.

The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor’s negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

10.0 CONFIDENTIALITY

10.1 All information acquired under this Agreement by a Party (the “Receiving Party”) that is identified as “Confidential/Proprietary Information” by Nimbis, a Contractor, or Customer (the “Disclosing Party”) as applicable, shall be held in confidence by the Receiving Party until otherwise agreed by the Parties but not to exceed a period of five years. The Receiving Party shall use the same care and discretion (but not less than reasonable care) to avoid publication, dissemination, or disclosure as it employs with similar information of its own that it does not desire to publish, disclose, or disseminate without restriction. In order to be afforded protection under this Article 10.0, information must be provided in tangible form with markings that indicate its proprietary nature. The requirement of confidential treatment for information identified as “Confidential Information” shall not restrict a Party’s internal use of such information. Confidential/Proprietary Information shall not include information that:

- was in the public domain at the time it was communicated to the Receiving Party by the Disclosing Party;
- entered the public domain subsequent to the time it was communicated to the Receiving Party by the Disclosing Party;
- was in the Receiving Party’s possession free of any obligation of confidence subsequent to the time it was communicated to the Receiving Party by the Disclosing Party;
- was rightfully communicated to the Receiving Party by a party other than the Disclosing Party that had the lawful right to do so without obligation to the Disclosing Party;
- was developed by employees of the Receiving Party independently of and without reference to any information communicated to the Receiving Party by the Disclosing Party;
- was communicated by the Disclosing Party to an unaffiliated third party free of any confidentiality obligation.

10.2 Disclosure. The Receiving Party shall not disclose any Confidential/Proprietary Information for any purpose other than the performance of its obligations or the exercise of its rights consistent with the terms of this Agreement and any terms imposed by the Disclosing Party except:

A. as otherwise authorized in writing by the Disclosing Party;

- to Nimbis employees, contractors, and consultants who are subject to written confidentiality restrictions that are at least as restrictive as those imposed on Customer or herein by the Disclosing Party;
- where Confidential/Proprietary Information may be inherently disclosed by the mere sale of products using such information; or
- pursuant to statute, regulation, or the order of a court of competent jurisdiction, provided the Receiving Party previously notifies the Disclosing Party to permit the taking of appropriate protective measures.

Nimbis recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as “confidential” by the vendor.

11.0 TERMINATION
11.1 Termination For Cause. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Nimbis shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

11.2 Reserved.

11.3 Reserved.

12.0. EXPORT REGULATIONS

12.1 The Parties and their employees shall not disclose any information furnished hereunder in any manner contrary to the laws and regulations of the United States of America, or any agency, thereof, including but not limited to, the Export Administration Regulations of the U.S. Department of Commerce, the International Traffic in Arms Regulations of the U.S. Department of State and the National Industrial Security Program operating Manual (DOD 5220.22-M).

13.0. NOTICES

Any notice, demand, request, statement, or other writing required or permitted by this Agreement shall be deemed to have been sufficiently given either when a) personally delivered; b) faxed or emailed with delivery confirmation received; c) delivered by overnight commercial carrier, with confirmation of receipt required, or d) mailed by certified or registered United States mail addressed to the individual representatives at the addresses of the Parties specified herein.

For: Nimbis:  
Attention: Robert B. Graybill, President & CEO  
Phone: (520) 318-5571  
Fax: (703) 270-1015  
Email: Robert.graybill@Nimbisservices.com

For: CUSTOMER:  
Attention: Name  
Phone: (XXX) XXX-XXXX  
Fax: (XXX) XXX-XXXX  
Email:

14.0. INDEPENDENCE OF ACTION

Each party agrees that this Agreement will not restrict the right of either party to enter into agreements with other parties for same or similar work, or to make, have made, use, sell, buy, develop, market or otherwise transfer any products or services, now or in the future, so long as confidential information exchanged in accordance with Section 10 is not disclosed.

15.0. REQUIRED CONSENTS

Customer will obtain, at no charge to Nimbis, any permissions and consents necessary for Nimbis to lawfully use any inputs, software, services, hardware or the like provided by Customer hereunder in such a way as to enable Nimbis to perform its scope of services.

16.0. DELIVERY

Nimbis will provide estimated delivery dates for each Nimbis Deliverable in the relevant Statement of Work.

17.0. GENERAL
17.1 **No Agency** – Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the Parties.

17.2 **Force Majeure** - Excusable delays shall be governed by FAR 52.212-4(f).

17.3 **Governing Law**- This Agreement shall be governed and construed in accordance with the Federal laws of the United States. All disputes arising hereunder, excepting violations of license obligations, shall be brought within a period of six (6) years after the cause of action arose.

17.4 **Assignment** - Any subcontract, assignment, delegation, or other transfer (including without limitation, by way of merger, acquisition, divestiture, or change of control or contribution in kind) of this Agreement or any of Customer’s rights, duties, benefits or obligations hereunder is subject to Nimbis’s prior written approval. Any attempt to do so without such consent is void. Any approved transfer of licenses may be subject to an adjustment charge. This Agreement shall be binding upon and inure to the benefit of Nimbis and its successors and assigns.

17.6 **Waiver** - No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any subsequent breach or default of any provision of this Agreement.

17.7 **Severability** - If any part, term or provision of this Agreement is declared unlawful or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

17.8 **Headings** - The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

17.9 **Survival** - Any terms of this Agreement which by their nature extend beyond expiration or termination of this Agreement shall remain in effect until fulfilled and shall bind the parties and their legal representatives, successors, heirs and assigns.

17.10 **Amendment** - This Agreement may not be amended or modified except by a written amendment signed by duly authorized signatories of both parties.

17.11 **Marks and Names** –Nimbis has the right to use Customer’s name, trade name, or other designation (including contraction or abbreviation) in advertising, publicity, marketing activities, and press releases to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71.
STATEMENT OF WORK

1.0 PURPOSE
The purpose of this Statement of Work (SOW) is to describe Nimbis services that will be provided to (Customer) under the terms of the Agreement. This Statement of Work is effective beginning upon the signing of the Agreement by both Parties (“Effective Date”).

2.0 SCOPE
High-Level Description of scope work

3.0 RESPONSIBILITIES

3.1 Customer Responsibilities:
- Assign a Project Manager as the primary interface to Nimbis;
- Provide technical resources necessary for onboarding and migration efforts;
- Provide all licensed applications, software, libraries, scripts, and data;
- Port all applications and software to Linux or CentOS.
- Procure necessary licenses for all third-party software and applications.
- Manage user access to TSS-DTE platform.

3.2 Nimbis Responsibilities:
- Assign a Project Manager as the primary interface to Customer;
- Provide Support Services as described herein.
- Provide cloud hosting services as described herein.

4.0 ESTIMATED SCHEDULE AND DELIVERABLES
The relevant milestones and estimated delivery dates associated with this SOW are as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Responsible Party</th>
<th>Estimated Delivery Date</th>
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5.0 Nimbis SERVICES

5.1 Support Services
Nimbis shall provide ….

5.2 Hosting Services
Nimbis shall procure cloud hosting services for compute, storage, and cloud utilities in accordance to Customer requirements defined in this SOW. Nimbis shall secure the following cloud hosting services:

- Itemized list of cloud instances, storage, utilities, etc.

5.3 Hosting Services Credit
Customer may purchase predefined cloud hosting credits to be applied to future cloud compute, storage, data transfer and cloud utility fees. Nimbis shall apply the Hosting Services Credit towards monthly cloud hosting
fees and provide Customer with a monthly summary of cloud hosting fees and remaining Hosting Services Credit balance.

6.0 FEES

6.1 Customer agrees to pay Nimbis ________________ Dollars ($______________ USD) in accordance with the GSA Schedule Pricelist ("Initial Payment") for the Support Services. Nimbis shall invoice the Initial Payment to the Customer within five (5) days of the Effective Date.

6.2 Customer shall issue a Purchase Order (with this Agreement referenced and attached) to Nimbis for the Initial Payment within three (3) days of the Effective Date.

6.3 Customer shall be responsible for all cloud hosting service fees.

6.4 Customer shall be responsible for any agreed upon travel expenses in accordance with Federal Travel Regulation (FTR)/Joint Travel Regulations (JTR), as applicable.

6.5 All Support Service fees and expenses, collectively called “Payments” are due within thirty (30) days of when the cost incurred and invoice receipt date, provided however, the Initial Payment shall be invoiced as described in Article 6.1.

6.6 Reserved.

7.0 TERM AND TERMINATION

7.1 This SOW shall begin on the Effective Date and end _______________ months later.

7.2 Notwithstanding termination of this SOW for any reason, Customer’s obligation to pay fees to Nimbis for Support Services provided up through the effective termination date shall continue for the remaining term of this SOW.

8.0 MAINTENANCE SERVICES

8.1 Telephone Support. Nimbis shall make available telephone assistance to Customer between 8:00 a.m. and 5:00 p.m. eastern time in the continental United States, Monday through Friday excluding Nimbis holidays.

8.2 Web Support. Customer may use the Nimbis help portal located on the Nimbis website (support.Nimbis.com) for frequently asked questions and information on how to perform certain tasks.

9.0 CHANGE CONTROL

During the Term of this SOW, the need to make changes to various aspects of this SOW may arise. These potential changes, identified by either Customer or Nimbis, shall be documented in a “Project Change Request.” The PCR shall include the following information:

- **Change Request:** A description of the requested change, justification for the change, and the originator of the request.
- **Change Proposal:** A description of how the change would be accomplished, price of implementing the change, impact of the change on the schedule, deliverables, or documents, and critical dates by which time a decision must be made.
- **Change Authorization:** Signatures, effective dates and scheduled implementation date of the change proposal agreed to by Customer and Nimbis.

A Project Change Request (“PCR”) document shall be generated for any changes to scope or schedule of the projects executed under this SOW.

10.0 WARRANTY

NIMBIS WARRANTS THAT THE SERVICES SHALL BE PERFORMED IN A WORKMANLIKE MANNER USING REASONABLE CARE AND SKILL. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ALL WORK PERFORMED UNDER THIS AGREEMENT AND ITS RESULTANT DELIVERABLES ARE PROVIDED “AS-IS”, WITHOUT WARRANTY OR INDEMNITY OF ANY
KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED.

11.0 COMMUNICATIONS

All communications and notices between the parties relating to the Agreement and/or the Attachment shall be in writing and addressed to the attention of the individual signatories, or their successors, of the Agreement.

All communications and notices between the parties relating only to this Statement of Work shall be in writing and given to the following designated Project Manager and Contracts Administrator or designated successor.

<table>
<thead>
<tr>
<th>Customer</th>
<th>Nimbis Services</th>
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<tr>
<td>Name:</td>
<td>Stacie Valencia</td>
</tr>
<tr>
<td>Title:</td>
<td>Contracts Administrator</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:stacie.valencia@nimbisservices.com">stacie.valencia@nimbisservices.com</a></td>
</tr>
<tr>
<td>Phone</td>
<td>(520) 318-5571</td>
</tr>
</tbody>
</table>

Accepted and Agreed to by the Authorized Representatives of the Parties:

**Nimbis Services, Inc.**

By: ___________________________

Name: Robert B. Graybill, President & CEO

Date: _________________________

**Customer**

By: ___________________________

Name: _________________________

Date: _________________________
NIMBIS SERVICES, INC.
LICENSE AGREEMENT

This License Agreement (“Agreement”) is made by and between the Ordering Activity under GSA Schedule contracts identified in the Purchase Order, Statement of Work, or similar document (“Customer” or “Ordering Activity”) and Nimbis Services, Inc. a Virginia corporation, located at 1846 E Innovation Park Drive, Suite 200, Oro Valley, AZ 85755 (“Nimbis). Nimbis and Customer acknowledge and concur to the terms of this Agreement by signing below they become parties to this Agreement and consent to be bound by the all terms and obligations contained herein.

The effective date of this agreement is the date signed by the last signatory.

GENERAL TERMS

DEFINITIONS

Defined terms can be used in a singular or plural form.

Applicable Data Protection Legislation means any applicable data privacy law and all other regulations that may apply to the processing of Personal Data provided by Customer.

Documentation means user manuals, reference manuals, release, application and methodology notes, written utility programs and other materials in any form provided for use with the Nimbis Offering.

End User means any person authorized to use Licensed Programs under this Agreement.

Intellectual Property Rights means all patents, patent rights, copyrights, trade secrets, service marks, trademarks, and any applications for any of the foregoing, in all countries in the world.

Licensed Program means the Nimbis software, framework, or environment including any Updates and Upgrades made generally available and associated Documentation.

Nimbis Offering means one or more Licensed Programs and/or Online Services and/or Packaged Offerings and/or Third Party Offering.

Online Services means online access to, and use of, Licensed Program, and/or other related services, as may be updated by Nimbis from time to time and ordered by Customer pursuant to a Product Quotation. Online Services may also include certain Licensed Program for which on-premise installation may be required.

Packaged Offering means a Nimbis Offering composed of several Licensed Programs and/or Online Services as specified in the Product Quotation.

Personal Data means any kind of information relating to an individual as defined by the Applicable Data Protection Legislation.

Product Quotation means the form (which may be online) referencing this Agreement, signed or otherwise accepted by Customer and accepted by Nimbis that identifies the Nimbis Offering and/or Support Services ordered by Customer, the quantities thereof, fees payable (unless ordered through a Distributor), duration, geographical scope, Nimbis serving as the licensor or service provider and Customer identification.

Release means a periodic update of the same version of a Nimbis Offering if and when made generally available to the market.

Support Services means the maintenance, Updates, and other support services referred to herein.

Term of Use means the period of time Customer has use of the Licensed Program as specified in the Product Quotation.
Third Party Offering means any software, tools, design kits, models, databases or data provided and/or licensed by a third party.

Updates means minor programming enhancements or enhancements to existing features to the Licensed Program.

Upgrades means enhancements that incorporate new features, functions, or performance improvements to Licensed Program.

SECTION 2 LICENSE AND USE RIGHTS

Grant
Nimbis hereby grants customer a non-exclusive, non-transferable (except as expressly permitted herein) license, without the right of sublicense to use the Licensed Program only in the quantity authorized and for the term of use defined in the Product Quotation and solely for its internal business use, to:

- Make and install the necessary number of copies of the applicable Licensed Program for which on-premise installation is required;
- Use the Licensed Program according to the terms and conditions of this Agreement and their applicable Documentation;
- Allow its authorized users (as defined in the Product Quotation) to access and use the Nimbis Offering;
- Make one copy for back-up purposes of each Licensed Program for which on-premise installation is required.

Scope
Customer agrees to operate each Licensed Program in accordance with the terms and provisions of this Agreement and the Documentation for such Licensed Program and to ensure its authorized users comply with such terms and provisions. License keys, license tokens or delivery of media do not by themselves grant the legal right to use any Licensed Program. Except as expressly set forth in this Agreement, no other express or implied right or license is granted to Customer.

Conditions
Your right to use the Licensed Program is conditioned upon timely payment of the Fees due and your compliance to the terms and conditions of this Agreement.

License Restriction
Customer shall not use or copy the Licensed Program except as expressly permitted herein. Customer shall not modify, disassemble, reverse assemble, reverse compile or create derivative works from the Licensed Program or otherwise attempt to derive the Licensed Program’s source code, and shall prevent its authorized consultants and subcontractors from doing so. All rights not expressly granted to Customer pursuant to this Agreement are reserved by Nimbis. Customer shall not:

(i) distribute nor use the Licensed Program for the benefit of third parties,
(ii) allow third parties to use or access the Licensed Program in any manner except as expressly permitted for its contractors,
(iii) rent, lease, sublicense, perform or offer any type of services to third parties relating to any Licensed Program including but not limited to consulting, training, assistance, outsourcing, service bureau, customization or development,
(iv) correct errors, defects and other operating anomalies of any Licensed Program,
(v) provide, disclose or transmit any results of tests or benchmarks related to any Licensed Program to any third party,
(vi) use any software that may be delivered with any Nimbis Offering other than the Nimbis Offerings ordered hereunder, or
(vii) use the Licensed Program to develop or enhance any product functionally or otherwise in any manner similar to a Licensed Program, provided that this clause shall not preclude the use of Licensed Program to facilitate the interoperability of such Licensed Program with Customer’s internal tools or design flows.

Customer’s Contractors and Consultants

Only employees of Customer's contractors and consultants with a need to use the Licensed Program solely for Customer’s benefit and behalf and who are performing work for Customer may use the Licensed Program subject in full to the terms of this Agreement, provided, however, that:

(i) such contractors and consultants must be subject to a binding written agreement that requires them to use the Licensed Program in a manner fully in compliance with this Agreement; and

(ii) such contractors and consultants are not from companies may be considered by Nimbis as a competitor. Customer will monitor use of the Licensed Program by its contractors and consultants for compliance with the terms of this Agreement.

Evaluation License

In the event Customer obtains an evaluation license of the Licensed Program, the terms and conditions of this Agreement shall govern, except Customer may use such Licensed Program only for the purpose of evaluating the Licensed Program and deciding whether to purchase a license to use it. The evaluation license for Licensed Program is provided on an "AS IS" basis.

Third Party Offering

Nimbis Offerings may be accompanied by certain Third Party Offering which are provided to Customer either under this Agreement or a separate agreement. In either case, the Third Party Offering is provided on an “AS IS” basis without any warranties whatsoever from Nimbis. Any third party warranties will be as specified in the applicable third party license terms, if any. For each such Third Party Offering, Nimbis will identify such Third Party Offering (and any technical support) in an Attachment, and, if applicable, the Third Party Offering will contain or be accompanied by its own license agreement. Your use of each Third Party Offering which contains or is accompanied by its own license agreement will be subject to the terms and conditions of such other license agreement, and not this Agreement. Nothing herein shall bind the Ordering Activity to any Third Party Offering terms unless the terms are provided for review and agreed to in writing by all parties.

Open Source Software

The Licensed Program may contain software that is subject to open source licensing terms which terms may be made available upon request.

SUPPORT SERVICES

Nimbis offers two (2) levels of support for Licensed Program, Standard and Enterprise Support, subject to the terms and conditions of this Agreement and the Product Quotation.

(1) Standard Support is included as part of the Licensed Program and shall consist of the following: documentation; online incident support; access to Licensed Program Updates made generally available; one (1) ½ day demo and/or training sessions; and onboarding of one (1) tool or application.

(2) Enterprise Support includes Standard Support plus additional support services such as onboarding multiple tools, project configuration support and more. Enterprise Support is available for an additional fee in accordance with the GSA Pricelist and upon request.

Nimbis will use commercially reasonable efforts to make Support Services available Monday through Friday, during Nimbis normal business hours, excluding Nimbis holidays. Support Services will be provided by Nimbis or a Nimbis authorized service provider. Support Services are subject to change; however, any changes will not become effective until the commencement of the immediately following Support Services term. To the extent applicable, unless Customer requests otherwise, or terminates Support Services, Support Services shall automatically renew on an annual basis and based on the then current Support Service rates.

DELIVERY, FEES, AND PAYMENT
Delivery

Nimbis Offerings will be delivered to Customer or made available electronically. Electronic delivery will be made by providing Customer with necessary information to access the Online Services and/or download the Licensed Program. Customer is responsible for accessing Nimbis’ website for instructions on accessing and/or downloading the Licensed Program.

Fees and Payment

Payment Terms. In consideration of the rights, licenses and services provided hereunder, Customer shall pay Nimbis the license and/or maintenance service fees, collectively, the “Fees”, as specified in the applicable Product Quotation (or quote, if ordered through a Distributor) in accordance with the GSA Schedule Pricelist and Purchase Order. Such Fees shall be due and payable thirty (30) days after Customer receives an invoice or as otherwise stated in the Product Quotation.

Nimbis may set a common renewal date with respect to any Nimbis Offerings or Support Services with different renewal dates and will prorate the charges due for any period not covered as a result thereof.

Late Payments. Overdue amounts shall be subject to a monthly service charge in accordance with the Prompt Payment Act (31 USC 3901 et seq) and Treasury regulations at 5 CFR 1315.

Taxes. Nimbus shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

INTELLECTUAL PROPERTY

Ownership

All rights, title, and interest, including all Intellectual Property Rights embodied in the Nimbis Offerings and Documentation shall remain the exclusive property of Nimbis and/or its licensors. Ownership of derivative works should be as set forth in the copyright statute, 17 U.S.C. § 103 and the FAR clause at 52.227-14, but at a minimum, the Ordering Activity shall receive unlimited rights to use such derivative works at no further cost. Any suggestions, recommendations, ideas, contributions, enhancements, or information provided by Customer and incorporated or used in the Nimbis Offerings shall be the sole property of Nimbis. Licensed Programs are licensed, not sold. Each Licensed Program and associated documentation are confidential and proprietary property of Nimbis or third parties from whom Nimbis obtained the appropriate rights. Specifically, no right or license is granted or implied under any of Nimbis, or its licensors’, patents, copyrights, trademarks, trade names, service marks or other intellectual property rights to use the Nimbis Offerings or to license or authorize others to use the Nimbis Offerings beyond the rights and restrictions expressly set forth in this Agreement. Customer shall preserve and reproduce all copyright, patent and trademark notices which appear in any Nimbis Offering on all partial or integral copies thereof. Customer recognizes that the methodologies and techniques contained in or expressed within the Nimbis Offerings are proprietary information or trade secrets of Nimbis or its suppliers, whether or not marked as “confidential”. Customer shall treat them as confidential information and not disclose them.

Intellectual Property Indemnification

Nimbis will have the right to intervene to defend Customer against any claims made by a third party that a Nimbis Offering to the extent it is based on a claim that the Licensed Program as used within the scope of this Agreement infringes or violates any patent, copyright, trademark, trade secret or other proprietary right of a third party. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice’s right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516. Nimbis will indemnify and hold Customer harmless from and against any damages, costs and fees reasonably incurred (including reasonable attorney(s) fees) that are attributable to such claim or action and which are assessed against Customer in a final judgment or stipulated to in a settlement agreement acceptable to Nimbis. Customer agrees Nimbis shall be released from the foregoing obligation unless Customer provides Nimbis with:

(i) prompt written notice of the claim, and

(ii) Customer gives Nimbis control of the defense of the claim and any related settlement discussions and provides reasonable cooperation in the defense and settlement of the claim.
If such a claim is made, or in Nimbis’ reasonable opinion is likely to be made, Nimbis may at Nimbis’ expense, either secure the right for Customer to continue using the applicable Nimbis Offering, modify it so that it is not infringing, or replace it with another program which is functionally equivalent. If none of the foregoing options is available on terms which are reasonable in Nimbis’ judgment, Nimbis may terminate the Nimbis Offering. For other than term based Nimbis Offering, Nimbis shall either refund or provide a credit to Customer, at Customer’s option, in an amount equal to the corresponding one-time fee paid for the Nimbis Offering, depreciated on a straight-line over three (3) years upon

(i) return or destruction of all copies of the affected Licensed Program as certified by an officer of Customer or
(ii) end of access of the affected Online Service. For term based Nimbis Offering, Nimbis shall refund all prepaid but unused fees paid hereunder for the affected Nimbis Offering.

Nimbis shall have no obligation to defend or indemnify Customer against any claim related to

(i) any modification of a Nimbis Offering by anyone other than Nimbis,
(ii) Customer or Third Party Offering content including but not limited to: software, applications, databases, design kits, models, databases and data provided or published via the Nimbis Offerings
(iii) the use of one or more Nimbis Offerings in combination with other hardware, data or programs not specified or owned by Nimbis, or
(iv) the use of corrective patches or Releases other than the most recent one.

This Section 5.2 states Nimbis’ entire liability and Customer’s exclusive remedy for any claim of infringement of intellectual property rights.

LIMITED WARRANTY AND DISCLAIMER

Limited Warranty
Nimbis warrants for sixty (60) days from the initial delivery of each Licensed Program that such Licensed Program will materially conform to its documentation when used in the specified operating environment. Nimbis does not warrant Licensed Program will meet Customer requirements or that its use will be uninterrupted or error free. If the Licensed Program does not conform, and Customer has so notified Nimbis within this warranty period, Nimbis will attempt to make it conform as warranted. If Nimbis has not corrected the non-conformity within ninety (90) days from the date of such notification, Customer may terminate the license to the non-conforming Licensed Program within thirty (30) days and receive a full refund of all fees paid for the non-conforming Licensed Program. This refund represents Nimbis’ sole liability and Customer’s sole remedy for breach of warranty.

Disclaimers
Except for the above express limited warranty, the Nimbis Offerings and documentation are licensed "as is" and Nimbis makes no other warranties express, implied, statutory or otherwise regarding the licensed programs or documentation. Nimbis specifically disclaims any implied warranties of merchantability and fitness for a particular purpose or arising from a course of dealing or usage of trade. Nimbis exercises no control over and assumes no responsibility or liability for any Customer content or Third Party Offering or content, including software, applications, databases, models, and data provided or published via the Nimbis Offerings.

The disclaimers above apply to the maximum extent permitted by applicable law.

LIMITATION OF LIABILITY

EXCEPT FOR NIMBIS’ LIABILITY UNDER SECTION 5.2 HEREOF, NIMBIS’ MAXIMUM LIABILITY FOR DAMAGES SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER FOR THE LICENSED PROGRAM OR THE ONLINE SERVICES WHICH CAUSED THE DAMAGES. NIMBIS SHALL HAVE NO LIABILITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION CLAIMS FOR LOST PROFITS, BUSINESS INTERRUPTION AND LOSS OF DATA, THAT IN ANY WAY RELATE TO THIS AGREEMENT, ANY NIMBIS OFFERING, DOCUMENTATION OR SERVICES, WHETHER OR NOT
NIMBIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY.

THE LIMITATIONS STATED IN THIS SECTION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER THE ASSERTED LIABILITY OR DAMAGES ARE BASED ON CONTRACT (INCLUDING BUT NOT LIMITED TO BREACH OF WARRANTY), STATUTE, OR ANY OTHER LEGAL OR EQUITABLE THEORY.

THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR’S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

ANY LEGAL ACTION AGAINST NIMBIS MUST BE FILED WITH THE APPROPRIATE JUDICIAL JURISDICTION WITHIN SIX (6) YEARS AFTER THE APPLICABLE CAUSE OF ACTION HAS ARisen.

CONFIDENTIAL, PROPRIETARY AND ITAR INFORMATION

8.1. Confidential Information
Each party will protect the other’s Confidential Information from unauthorized dissemination. Neither party will use the other's Confidential Information for purposes other than those necessary to directly further the purposes of this Agreement.

Customer agrees that the Nimbis Offering and documentation are Nimbis Confidential and agrees to protect such confidential information and materials with the same degree of care that Customer uses to protect its own like information. Customer will not make Nimbis Confidential materials available to any third party without the advance, express consent of Nimbis. Nimbis recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as “confidential” by the vendor.

8.2. Proprietary and ITAR Information
NIMBIS SHALL NOT BEAR ANY LIABILITY WITH RESPECT TO ANY CLAIM, VIOLATION, OR DAMAGES CAUSED BY CUSTOMER WITH REGARDS TO PROPRIETARY, CLASSIFIED, AND ITAR INFORMATION THAT IS NOT PROPERLY MARKED, LABELED, OR MANAGED IN ACCORDANCE WITH U.S. GOVERNMENT GUIDELINES AND REGULATIONS.

DISTRIBUTORS
For any Nimbis Offering which Customer obtains through a Distributor, Customer agrees that Distributor is responsible for pricing, payment collection and delivery of any orders it accepts. Nimbis remains independent from the Distributor and is not responsible for the Distributor’s actions or omissions.

TERM AND TERMINATION

Term
This Agreement remains in effect until terminated as provided hereunder.

Termination
When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Nimbis shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

Packaged Offering.
The Packaged Offering may be renewed for additional successive one (1) year terms by exercising an option, or by both parties executing a new Agreement, or Purchase Order in writing.
Effect of Termination.

10.4.1. Upon expiration or termination of this Agreement, or of any Nimbis Offering provided hereunder, Customer shall immediately destroy or return all copies of the terminated or expired Licensed Program and associated Documentation in their entirety and shall no longer have access to the Nimbis Offering. Expiration or termination of this Agreement, or of any Nimbis Offering, shall not relieve Customer of its obligation to pay all fees that have accrued or are otherwise owed by Customer under this Agreement.

CUSTOMER DATA

Customer Data.
All Customer Data will remain the sole property of Customer or the authorized users that posted such Customer Data. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness of and obtaining copyright permissions for all Customer Data. Subject to the terms and conditions of this Agreement, Customer grants to Nimbis a non-exclusive license to use, copy, store and transmit Customer Data and have Customer Data used, copied, stored and transmitted by Nimbis’ subcontractors, to the extent reasonably necessary to provide, maintain and improve Nimbis Offerings.

Customer Data Storage.
As part of the Nimbis Offering, Nimbis will provide storage of Customer Data for the duration of the Term of Use and within the storage size limits defined in the applicable Product Quotation. Should Customer exceed such storage limits, Customer shall remedy this situation within fifteen (15) days of notice from Nimbis by ordering the necessary additional storage capacity or by reducing the size of the stored Customer Data.

EXPORT

The Nimbis Offering may not be exported without the prior written consent of Nimbis. Export to Customer of Nimbis Offering and Documentation is subject to all applicable countries’ export and re-export laws and regulations. Nimbis and its licensors shall have no liability toward Customer if necessary authorizations, licenses or approvals are not obtained. Customer shall not export or re-export, either directly or indirectly, Nimbis Offering when such export or re-export requires an export license or other governmental approval without first obtaining such license or approval. Customer hereby warrants to Nimbis that all Nimbis Offerings ordered hereunder shall not be used in violation of any applicable export laws, including for proliferation of any nuclear, chemical or biological weapons or missile delivery systems and shall not be diverted to any country, company or individual if prohibited by the applicable export laws of any country. Customer recognizes that Customer Data may be transferred to or stored in any country. Customer undertakes to abstain from, and shall ensure all users abstain from, processing, storing or uploading on its data sharing environment any information or data, the export of which is controlled, regulated or subject to any permit or license under any applicable law or regulation. Customer shall be deemed to be the exporter of Customer Data.

SOFTWARE COMPLIANCE

Security Mechanisms
Nimbis undertakes legal measures to eliminate unauthorized use of their Nimbis Offerings. In this context, Licensed Programs may include a security mechanism that can detect the installation or use of illegal copies of a Nimbis Offering, and that is able to collect and transmit data about illegal copies only. Data collected will not include any data created by Customer with the Licensed Program. By using the Licensed Program, Customer consents to such detection and collection of data, as well as its transmission and use if an illegal copy is detected. Nimbis also reserves the right to use a hardware lock device, license administration software, and/or a license authorization key to control access to, and use of, any Nimbis Offering. Customer may not take any steps to tamper with, circumvent or disable any such measures.

Audit
During the term of this Agreement and for a period of three (3) years thereafter, Customer shall maintain accurate information records relating to the use of each Nimbis Offering including, without limitation, the list and location of resources accessing and using such Nimbis Offering. When applicable, such information shall include destruction of the Licensed Program and the measures put in place by Customer to protect the access to and the use of each Nimbis Offering. Nimbis shall have the right at any time, at its own expense and under reasonable
conditions of time and place, to review and collect copies of audit records and/or the Customer’s use of each Nimbis Offering. Customer also hereby authorizes Nimbis to verify that its use of the Nimbis products is compliant with the terms of a valid agreement. For such purpose, Nimbis may conduct an audit on Customer’s premises (or on premises where Nimbis Offerings are installed for Customer’s use) during normal business hours, subject to Government security requirements, and in a manner that minimizes disruption to its business. Customer shall provide Nimbis, or any third party Nimbis engages to conduct such verification, with machine access, copies of system tools outputs, and allow execution of all appropriate tools generating audit records. If the audit reveals unauthorized use of any Nimbis Offering, Customer shall promptly pay to Nimbis any amounts owed as a result of such unauthorized use at the then current list price in accordance with the GSA Schedule Pricelist. By invoking the rights and procedures described above, Nimbis does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.

DATA PRIVACY
Customer acknowledges and agrees that it is and shall at all times remain the sole data controller of the Personal Data, that will be processed as part of its access to and use of a Nimbis Offering and therefore, shall be responsible for complying with all Applicable Data Protection Legislation including, but not limited to,

(i) transfer of Personal Data,
(ii) information of data subjects and
(iii) access, modification and deletion rights of data subjects. Nimbis as the data processor will collect, store and process the Personal Data in accordance with the Agreement.

MISCELLANEOUS TERMS

Purchase Orders
A negotiated Government Purchase Order, signed by both parties, shall supersede the terms of the Agreement.

Notices
Unless otherwise provided herein, all notices required hereunder shall be in writing, in English, or in the language specified in the Country Specific Terms, and shall be deemed to have been given on:

(i) the date delivered in person or by express courier service,
(ii) three (3) days after sending the notice if sent by certified or registered mail, or
(iii) the date sent by confirmed facsimile, addressed to the parties at their address in the Product Quotation, or at such other address as either party may designate to the other by notice served as hereby required, or contained in the relevant order form. Notices may also be delivered by Nimbis by email and deemed to have been given twenty-four (24) hours after the time such email is sent to Customer. For Nimbis Offerings ordered on the Nimbis web store or marketplace, notices shall be delivered pursuant to the process defined on such Nimbis web store.

Force Majeure
Excusable delays shall be governed by FAR 52.212-4(f).

Waiver and Severability
Failure by either party to enforce at any time any of the provisions of this Agreement, or to exercise any election of options provide herein, shall not constitute a waiver of such provision or option, nor affect the validity of this Agreement or any part thereof, or the right of the waiving party to thereafter enforce each and every such provision. If any provision of this Agreement is found by a court of competent jurisdiction or arbitrator to be illegal, void or unenforceable, the other provisions shall remain in full force and effect, and the affected provision will be modified so as to render it enforceable and effective to the maximum extent possible in order to effect the original intent of the parties.

Transfer, Assignment & Subcontract
Any subcontract, assignment, delegation, or other transfer (including without limitation, by way of merger, acquisition, divestiture, or change of control or contribution in kind) of this Agreement or any of Customer’s rights, duties, benefits or obligations hereunder is subject to Nimbis’ prior written approval. Any attempt to do so without such consent is void. Any approved transfer of licenses may be subject to an adjustment charge. This Agreement shall be binding upon and inure to the benefit of Nimbis and its successors and assigns.
Amendments & Non-Waiver
No waiver, alteration, modification, or cancellation of any of the provisions of this Agreement shall be binding unless made by written amendment signed by both parties. A party's failure at any time to require performance of any provision hereof shall in no manner affect its right at a later time to enforce that or any other provision.

Entire Agreement; Order of Precedence
If purchases are made through a reseller, this Agreement is the complete and exclusive statement of the mutual understanding of Licensor and Customer as it relates to the licensing of the software and supersedes and cancels all previous written and oral agreements and communications between Licensor and Customer relating to the subject matter of this Agreement. Nothing in this Agreement modifies any terms and conditions between the Customer and any prime contractor under which the Licensor's Products were ordered. If purchases are made directly with the original manufacturer, this Agreement, together with the underlying GSA Schedule Contract, Schedule Pricelist, and Purchase Order(s), sets forth the entire agreement and understanding of the Parties relating to the object hereof and merges all prior discussions and agreements of the matter hereof between them. If there is a discrepancy, inconsistency or contradiction between any Product Quotation and these General Terms, the provisions of the corresponding Product Quotation shall prevail, but solely with respect to those Nimbis Offering described in such Product Quotation. Customer confirms that it

(i) has full knowledge of all terms herein and those incorporated herein by reference,
(ii) agrees to be bound by and to comply with such terms, and
(iii) in entering into this Agreement, has not relied upon the future availability of functionality or product updates with respect to any Nimbis Offering. The terms of this Agreement shall have no force or effect with respect to any claim based on the use of any intellectual property rights of Nimbis outside the scope of the rights expressly granted and/or provided herein.

Headers
Headers in this Agreement are for convenience only and shall not affect the meaning or interpretation of any provision of this Agreement.

Assignment
The Anti-Assignment Act, 41 USC 6305, prohibits the assignment of Government contracts without the Government's prior approval. Procedures for securing such approval are set forth in FAR 42.1204.

Independent Contractors
The relationship of Nimbis and Customer established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking.

Survival
The following sections of these General Terms shall survive termination or expiration thereof: Sections 1, 2.2, 4.2, 5, 6.2, 7, 8, 9.4, 10.1, 10.3, 10.5, 10.7, 10.8, 11, 12, 13, 14 and 15.

Governing Law and Jurisdiction
This Agreement shall be governed and construed in accordance with the Federal laws of the United States. This Agreement is prepared and executed and shall be interpreted in the English language only, and no translation of the Agreement into another language shall have any effect. All disputes arising hereunder, excepting violations of license obligations, shall be brought within a period of six (6) years after the cause of action arose. IN WITNESS WHEREOF, THE PARTIES HERETO HAVE ENTERED INTO THIS AGREEMENT BY THEIR AUTHORIZED REPRESENTATIVES AS OF THE EFFECTIVE DATE.