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**

**LARGE CATEGORY: INFORMATION TECHNOLOGY**  
**SUBCATEGORY: ELECTRONIC COMMERCE**

**Special Item Number 54151ECOM**    Electronic Commerce and Subscription Services

Includes value added network services, e-mail services, Internet access services, electronic subscription services, data transmission services, and emerging electronic commerce technologies.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Code: DD01

**LARGE CATEGORY: INFORMATION TECHNOLOGY**  
**SUBCATEGORY: IT SERVICES**

**SIN 54151S**    Information Technology Professional Services

IT Professional Services and/or labor categories for database planning and design; systems analysis, integration, and design; programming, conversion and implementation support; network services, data/records management, and testing.

The Contractor shall not resell IT Professional Services, except that IT professional services may only be resold in direct support of products that are authorized to be sold via the schedule contract, e.g. SIN 54151 - Software Maintenance Services that supports SIN 511210 - Software Licenses. (This does not include SINs within the IT Services Subcategory).

NOTE: Subject to Cooperative Purchasing

FSC/PSC Code: DA01

**LARGE CATEGORY: INFORMATION TECHNOLOGY**  
**SUBCATEGORY: IT SOFTWARE**

**Special Item Number 511210**    Software Licenses

Includes both term and perpetual software licenses and maintenance. Includes operating system software, application software, EDI translation and mapping software, enabled email message-based applications, Internet software, database management applications, and other software.

The word "Term" is defined in this Solicitation as "a limited period of time". Term Software Licenses have a limited duration and are not owned in perpetuity. Unless Offerors provide an option for converting Term licenses into perpetual licenses, users lose the right to use these licenses upon the end of the term period. This SIN is NOT Infrastructure as a Service (IaaS), Platform as a Service (PaaS), or Software as a Service (SaaS) as defined in SIN 518210C - Cloud and Cloud-Related IT Professional Services. Term Software Licenses are distinct from Electronic Commerce and Subscription Services (SIN 54151ECOM).
The word "perpetual" is defined in this Solicitation as "continuing forever, everlasting, valid for all time."

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, online help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self-diagnostics.

Software Maintenance as a product is billed at the time of purchase.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance services under SIN 54151 Software Maintenance Services.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Code: 7A21

Special Item Number 54151 Software Maintenance Services

Software maintenance services creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance services includes person-to-person communications regardless of the medium used to communicate: telephone support, online technical support, customized support, and/or technical expertise which are charged commercially.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Code: DA01

LARGE CATEGORY: INFORMATION TECHNOLOGY
SUBCATEGORY: IT TRAINING

Special Item Number 611420 Information Technology Training

Includes training on hardware, software, cloud, and other applicable systems.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Code: U012

LARGE CATEGORY: MISCELLANEOUS
SUBCATEGORY: COMPLEMENTARY SInS

Special Item Number OLM Order-Level Materials (OLM)

OLMs are supplies and/or services acquired in direct support of an individual task or delivery order placed against a Schedule contract or BPA. OLM pricing is not established at the Schedule contract or BPA level, but at the order level. Since OLMs are identified and acquired at the order level, the ordering contracting officer (OCO) is responsible for making a fair and reasonable price determination for all OLMs.

OLMs are procured under a special ordering procedure that simplifies the process for acquiring supplies and services necessary to support individual task or delivery orders placed against a Schedule contract or BPA. Using this new procedure, ancillary supplies and services not known at the time of the Schedule award may be included and priced at the order level.
OLM SIN-Level Requirements/Ordering Instructions:

OLMs are:
- Purchased under the authority of the FSS Program
- Unknown until an order is placed
- Defined and priced at the ordering activity level in accordance with GSAR clause 552.238-115 Special Ordering

Procedures for the Acquisition of Order-Level Materials. (Price analysis for OLMs is not conducted when awarding the FSS contract or FSS BPA; therefore, GSAR 538.270 and 538.271 do not apply to OLMs)
- Only authorized for use in direct support of another awarded SIN.
- Only authorized for inclusion at the order level under a Time-and-Materials (T&M) or Labor-Hour (LH) Contract Line Item Number (CLIN)
- Subject to a Not To Exceed (NTE) ceiling price

OLMs are not:
- "Open Market Items"
- Items awarded under ancillary supplies/services or other direct cost (ODC) SINs (these items are defined, priced, and awarded at the FSS contract level)

OLM Pricing:
- Prices for items provided under the Order-Level Materials SIN must be inclusive of the Industrial Funding Fee (IFF).
- The value of OLMs in a task or delivery order, or the cumulative value of OLMs in orders against a FSS BPA awarded under an FSS contract, cannot exceed 33.33%.

NOTE: When used in conjunction with a Cooperative Purchasing eligible SIN, this SIN is Cooperative Purchasing Eligible.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Code: 0000

Schedule Contract Number
GS-35F-529BA

For more information on ordering from Federal Supply Schedules, click on the FSS Schedules button at fss.gsa.gov.

Contract Period: September 23, 2014 through September 22, 2024

Contract current through: Modification 8 effective March 4, 2021
    MASS Modification A826 effective February 19, 2021

Xendee Corporation
6540 Lusk Blvd., Suite C225
San Diego, CA 92121-2767
Telephone: 858-205-5055
www.xendee.com
Contractor Point of Contact for Contract Administration  
Adib Nasle  
Chief Executive Officer  
Xendee Corporation  
6540 Lusk Blvd., Suite C225  
San Diego, CA 92121-2767  
Telephone: 858-205-5055  
anasle@xendee.com  

A Small Business  

CUSTOMER INFORMATION  

1a. Table of awarded Special Item Numbers:  

<table>
<thead>
<tr>
<th>Special Item Number</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>54151ECOM</td>
<td>Electronic Commerce and Subscription Services</td>
</tr>
<tr>
<td>54151S</td>
<td>Information Technology Professional Services</td>
</tr>
<tr>
<td>511210</td>
<td>Software Licenses</td>
</tr>
<tr>
<td>54151</td>
<td>Software Maintenance Services</td>
</tr>
<tr>
<td>611420</td>
<td>Information Technology Training</td>
</tr>
<tr>
<td>OLM</td>
<td>Order-Level Materials (OLM)</td>
</tr>
</tbody>
</table>

1b. Identification of lowest priced model number and corresponding price for each awarded Special Item Number:  

<table>
<thead>
<tr>
<th>Special Item Number</th>
<th>Part Number/Labor Category</th>
<th>GSA Price with IFF</th>
</tr>
</thead>
<tbody>
<tr>
<td>54151ECOM</td>
<td>XPS-ADD</td>
<td>$3,434.36</td>
</tr>
<tr>
<td>54151</td>
<td>L2 SMA</td>
<td>$31,655.49</td>
</tr>
<tr>
<td>511210</td>
<td>WFA SMA</td>
<td>$14,336.75</td>
</tr>
<tr>
<td>54151S</td>
<td>User Experience (UX) Lead</td>
<td>$194.92 per hour</td>
</tr>
<tr>
<td>611420</td>
<td>PMIS Basic Training</td>
<td>$4,786.00</td>
</tr>
</tbody>
</table>

1c. Identification of Electronic Commerce and Subscription Services – SIN 54151ECOM:  

<table>
<thead>
<tr>
<th>PART NUMBER</th>
<th>PRODUCT NAME</th>
<th>PRODUCT DESCRIPTION</th>
<th>GSA PRICE WITH IFF</th>
</tr>
</thead>
<tbody>
<tr>
<td>XPS</td>
<td>XPS</td>
<td>Microgrid Design and Analysis Decision Support System. One (1) named user 12-month access</td>
<td>$4,195.31</td>
</tr>
<tr>
<td>XPS-ADD</td>
<td>XPS-ADD</td>
<td>Additional named user for an existing XPS license. One (1) named user 12-month access</td>
<td>$3,434.36</td>
</tr>
<tr>
<td>XOS</td>
<td>XOS</td>
<td>Microgrid One-Line Diagram Design and Power Flow Analysis. One (1) named user 12-month access</td>
<td>$4,206.80</td>
</tr>
<tr>
<td>XES</td>
<td>XES</td>
<td>Enterprise Microgrid Decision. Eight (8) named users 12-month access</td>
<td>$73,419.45</td>
</tr>
<tr>
<td>XES-ADD</td>
<td>XES-ADD</td>
<td>Additional named user for an existing XES license. One (1) additional named user 12-month access</td>
<td>$9,177.43</td>
</tr>
</tbody>
</table>

Page 4 of 21
1d. Identification of Services and Hourly Rates – SIN 54151S:

**Commercial Job Title:** Management / Technical Lead

**Minimum/General Experience:** At least 10 years of related management experience overseeing software development activities and information systems implementation.

**Functional Responsibility:** Primary point of contact for all deliverables, and ensures development activities are aligned with scope, schedule, priority and customer business objectives. Additionally, this role ensures that all tasks and milestones associated with the technical design, development and testing are completed according to project guidelines and customer expectations.

**Minimum Education:** Master’s Degree

**Commercial Job Title:** Senior Engineer / Architect

**Minimum/General Experience:** At least 10 years of related technical experience designing, coding, testing and debugging complex software applications.

**Functional Responsibility:** This role is responsible for all high-level design decisions, and determines technical standards, tools and platforms. Moreover, this role has strong coding skills and is capable of architecting and coding complex software solutions that are secure, robust, performant, and scalable.

**Minimum Education:** Master’s Degree

**Commercial Job Title:** User Experience (UX) Lead

**Minimum/General Experience:** At least 7 years of related user interface and design experience balancing user needs against customer goals and technology capabilities.

**Functional Responsibility:** This role is responsible for all user interface and user experience design decisions and works as part of the development team. This role has strong conceptualization and problem-solving skills and is proficient in CSS, HTML, responsive design, JQuery, with technical knowledge of IDE tools and popular graphic design applications.

**Minimum Education:** BA/BS Degree

**Commercial Job Title:** Software Engineer

**Minimum/General Experience:** At least 5 years of related experience designing and programming enterprise software applications.

**Functional Responsibility:** This role helps design and implement secure, robust, performant, and scalable software solutions based on guidance from the Senior Engineer. Additionally, this role has the skill and experience required to perform at a high-level with a small focused team in an Agile framework delivering high-quality software on-time and on-budget.

**Minimum Education:** BA/BS Degree
Commercial Job Title: PMIS Trainer (remote or on-site)

Minimum/General Experience: At least 7 years of related training experience on the use of complex enterprise solutions, or technical platforms.

Functional Responsibility: This role is responsible for producing and delivering guides, tutorials and training on Xendee developed solutions. This role must be able to explain the technical complexities of software effectively, to a wide range of users and education levels. Must have excellent communication skills and be able to structure presentations to fit the circumstances and customer objectives.

Minimum Education: BA/BS Degree

<table>
<thead>
<tr>
<th>SERVICE (LABOR CATEGORY)</th>
<th>GSA PRICE WITH IFF</th>
<th>GSA PRICE WITH IFF</th>
<th>GSA PRICE WITH IFF</th>
<th>GSA PRICE WITH IFF</th>
<th>GSA PRICE WITH IFF</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>23 SEP 19 to 22 SEP 20</td>
<td>23 SEP 20 to 22 SEP 21</td>
<td>23 SEP 21 to 22 SEP 22</td>
<td>23 SEP 22 to 22 SEP 23</td>
<td>23 SEP 23 to 22 SEP 24</td>
</tr>
<tr>
<td>Management / Technical Lead</td>
<td>$232.14</td>
<td>$237.05</td>
<td>$242.08</td>
<td>$247.21</td>
<td>$252.45</td>
</tr>
<tr>
<td>Senior Engineer / Architect</td>
<td>$232.14</td>
<td>$237.05</td>
<td>$242.08</td>
<td>$247.21</td>
<td>$252.45</td>
</tr>
<tr>
<td>User Experience (UX) Lead</td>
<td>$190.87</td>
<td>$194.92</td>
<td>$199.05</td>
<td>$203.27</td>
<td>$207.58</td>
</tr>
<tr>
<td>Software Engineer</td>
<td>$190.87</td>
<td>$194.92</td>
<td>$199.05</td>
<td>$203.27</td>
<td>$207.58</td>
</tr>
<tr>
<td>PMIS Trainer</td>
<td>$1,547.57</td>
<td>$1,580.39</td>
<td>$1,613.89</td>
<td>$1,648.10</td>
<td>$1,683.04</td>
</tr>
</tbody>
</table>

1e. Identification of Software Licenses – SIN 511210:

<table>
<thead>
<tr>
<th>PART NUMBER</th>
<th>PRODUCT NAME</th>
<th>PRODUCT DESCRIPTION</th>
<th>GSA PRICE WITH IFF</th>
</tr>
</thead>
<tbody>
<tr>
<td>E2</td>
<td>Perpetual Software - PMIS E2</td>
<td>Xendee Web Based Project Information Management System (PMIS)</td>
<td>$63,526.45</td>
</tr>
<tr>
<td>UAM</td>
<td>Perpetual Software - PMIS UAM</td>
<td>User Account Admin and Management for PMIS E2</td>
<td>$26,387.91</td>
</tr>
<tr>
<td>UAR</td>
<td>Perpetual Software - PMIS UAR</td>
<td>Site Activity and Usage Audit Reporting for PMIS E2</td>
<td>$26,387.91</td>
</tr>
<tr>
<td>WFA</td>
<td>Perpetual Software - PMIS WFA</td>
<td>Work Flow Automation for PMIS E2</td>
<td>$48,866.50</td>
</tr>
<tr>
<td>MDR</td>
<td>Perpetual Software - PMIS MDR</td>
<td>Management Dashboards and Reporting for PMIS E2</td>
<td>$43,979.85</td>
</tr>
<tr>
<td>EIS</td>
<td>Perpetual Software - PMIS EIS</td>
<td>Energy Information System for PMIS E2</td>
<td>$90,354.66</td>
</tr>
<tr>
<td>L1 SMA</td>
<td>Perpetual Software - PMIS E2 L1 SMA</td>
<td>PMIS L1 Software Maintenance Agreement</td>
<td>$24,253.90</td>
</tr>
</tbody>
</table>
PART NUMBER | PRODUCT NAME | PRODUCT DESCRIPTION | GSA PRICE WITH IFF
---|---|---|---
WFA SMA | Perpetual Software - PMIS WFA SMA | Work Flow Automation Software Maintenance Agreement | $14,366.75
MDR SMA | Perpetual Software - PMIS MDR SMA | Management Dashboards and Reporting Maintenance | $14,366.75
EIS SMA | Perpetual Software - PMIS EIS SMA | Energy Information System Maintenance Agreement | $22,478.59

1f. Identification of Software Maintenance Services – SIN 54151:

PART NUMBER | PRODUCT NAME | PRODUCT DESCRIPTION | GSA PRICE WITH IFF
---|---|---|---
L2 SMA | PMIS E2 L2 SMA | PMIS L2 Software Maintenance Agreement | $31,665.49
L3 SMA | PMIS E3 L3 SMA | PMIS L3 Software Maintenance Agreement | $50,430.23
MCS | PMIS MCS | Managed Care of PMIS Environment | $60,047.15

2. Maximum Order:

- Special Item Number 54151ECOM: $500,000
- Special Item Number 54151S: $500,000
- Special Item Number 511210: $500,000
- Special Item Number 54151: $500,000
- Special Item Number 611420: $250,000
- Special Item Number OLM: $250,000

3. Minimum Order: $100

4. Geographic Coverage:

- Special Item Number 54151ECOM: Worldwide
- Special Item Number 54151S: Worldwide
- Special Item Number 511210: Worldwide
- Special Item Number 54151: Worldwide
- Special Item Number 611420: Worldwide
- Special Item Number OLM: Domestic

5. Point of Production: San Diego, California USA

6. Discount from Commercial List Price or Market Rate:

The GSA Net Prices published on the GSA Advantage website reflect the fully burdened price. The negotiated discount has been applied and the Industrial Funding Fee has been added.
7. Quantity Discounts:

<table>
<thead>
<tr>
<th>Special Item Number</th>
<th>Minimum Discount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>54151ECOM</td>
<td>Total Minimum Discount of 30.0% for the purchase of 10 or more licenses</td>
<td></td>
</tr>
<tr>
<td>54151S</td>
<td>None</td>
<td></td>
</tr>
<tr>
<td>511210</td>
<td>None</td>
<td></td>
</tr>
<tr>
<td>54151</td>
<td>None</td>
<td></td>
</tr>
<tr>
<td>611420</td>
<td>None</td>
<td></td>
</tr>
<tr>
<td>OLM</td>
<td>None</td>
<td></td>
</tr>
</tbody>
</table>

8. Prompt Payment Terms: Net 30 days

Information for Ordering Offices: Prompt Payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. Government Purchase Card:

Accepted for sales at or below the micro-purchase threshold.

For purchases above the micro-purchase threshold, acceptance will be determined on a procurement-by-procurement basis.

10. Foreign Item(s): Not Applicable

11a. Time of Delivery:

<table>
<thead>
<tr>
<th>Special Item Number</th>
<th>Time of Delivery</th>
</tr>
</thead>
<tbody>
<tr>
<td>54151ECOM</td>
<td>As negotiated with the Customer</td>
</tr>
<tr>
<td>54151S</td>
<td>As negotiated with the Customer</td>
</tr>
<tr>
<td>511210</td>
<td>60 days After Receipt of Order or as negotiated with the Customer</td>
</tr>
<tr>
<td>54151</td>
<td>7 days After Receipt of Order</td>
</tr>
<tr>
<td>611420</td>
<td>As negotiated with the Customer</td>
</tr>
<tr>
<td>OLM</td>
<td>As negotiated with the Customer</td>
</tr>
</tbody>
</table>

11b. Expedited Delivery: Please contact the Contract Administrator for availability and rates.

11c. Overnight and 2-day Delivery: Please contact the Contract Administrator for availability and rates.

11d. Urgent Requirements: Please contact the Contract Administrator for availability and rates.

12. F.O.B. Point: Destination

13a. Ordering Address:

Adib Nasle  
Chief Executive Office  
Xendee Corporation  
6540 Lusk Blvd., Suite C225  
San Diego, CA 92121  
Telephone: 858-205-5055  
anasle@xendee.com

13b. Ordering Procedures:

For supplies and services, the ordering procedures and information on Blanket Purchase Agreements (BPA’s) are found in Federal Acquisition Regulation (FAR) 8.405-3.
14. Payment Address:

Adib Nasle  
Chief Executive Office  
Xendee Corporation  
6540 Lusk Blvd., Suite C225  
San Diego, CA 92121  
Telephone: 858-205-5055  
anasle@xendee.com

15. Warranty Provision:

<table>
<thead>
<tr>
<th>Special Item Number</th>
<th>Warranty Provision</th>
</tr>
</thead>
<tbody>
<tr>
<td>54151ECOM</td>
<td>Standard Commercial Warranty</td>
</tr>
<tr>
<td>54151S</td>
<td>Performed in a good and workmanlike manner</td>
</tr>
<tr>
<td>511210</td>
<td>Standard Commercial Warranty</td>
</tr>
<tr>
<td>54151</td>
<td>Standard Commercial Warranty</td>
</tr>
<tr>
<td>611420</td>
<td>Standard Commercial Warranty</td>
</tr>
<tr>
<td>OLM</td>
<td>Standard Commercial Warranty</td>
</tr>
</tbody>
</table>


17. Terms and conditions of Government purchase card acceptance:

Please contact the Contractor for additional information.

18. Terms and conditions of Rental, Maintenance, and Repair: Not Applicable.

19. Terms and conditions of Installation: Not Applicable.

20. Terms and conditions of Repair Parts indicating date of parts price lists and any discounts from list prices:

Not Applicable.

20a. Terms and conditions for any other Service: Not Applicable.


22. List of Participating Dealer: Not Applicable.


24a. Special Attributes such as Environmental Attributes (E.G., Recycled Content, Energy Efficiency, and/or Reduced Pollutants):

Not Applicable.

24b. Section 508 Compliance Information:

Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT). The EIT standard can be found at: http://www.Section508.gov/.

25. Data Universal Number System (DUNS) Number: 969 318 216
26. Notification regarding registration in System for Award Management (SAM) database:
Contractor has a current registration in SAM. 

27. Commercial Supplier Agreement: Not Applicable. 

28. Information Technology Training

**Course Number and Title:** XPS Level 1 Training  
**Description of Course Content and Format:** This six-session course provides 18 hours of basic training on modeling and optimization of a typical renewable energy powered Microgrid using the XENDEE XPS software platform. Some of the detailed of this training session include: Microgrid planning, load shape design and data management, utility electric tariff rate modeling, and technology cost and performance modeling (e.g., Solar PV, Battery Storage, CHP, Electric Vehicles, and Generators). Virtual delivery requires internet connection, web browser, and microphone. We use Zoom, WebEx, Microsoft Teams, and other similar remote technologies for delivery of training sessions.  
**Length of Course:** 18 hours (6 sessions 3 hours each)  
**Mandatory Prerequisites for Student Enrollment:** None.  
**Desirable Prerequisites for Student Enrollment:** Energy economics, or energy efficiency.  
**Location where Course is Offered:** Virtually, Contractor or Customer Facility.  
**Class Schedule(s):** As negotiated with the Ordering Activity.  
**Minimum/Maximum Number of Students per Course:** 1/5  
**Price (specify Student or Course):** $4,881.61 per course  

**Course Number and Title:** XPS Level 2 Training  
**Description of Course Content and Format:** This five-session course builds on the knowledge from Level 1 Training and provides 10-hours of training on detailed 8760 modeling and optimization of a typical renewable energy powered Microgrid using the XENDEE XPS software platform. Some of the detailed of this training session include: Microgrid multi-year adaptive energy planning, outage modeling for resilience. Virtual delivery requires internet connection, web browser, and microphone. We use Zoom, WebEx, Microsoft Teams, and other similar remote technologies for delivery of training sessions.  
**Length of Course:** 10-hours (5 sessions 2 hours each).  
**Mandatory Prerequisites for Student Enrollment:** XPS Level 1 Training.  
**Desirable Prerequisites for Student Enrollment:** Energy economics, or energy efficiency.  
**Location where Course is Offered:** Virtually, Contractor or Customer Facility.  
**Class Schedule(s):** As negotiated with the Ordering Activity.  
**Minimum/Maximum Number of Students per Course:** 1/5  
**Price (specify Student or Course):** $5,455.92 per course  

**Course Number and Title:** XPS Level 3 Training  
**Description of Course Content and Format:** This five-session course builds on the knowledge from Level 1 and Level 2 Training and provides 10-hours of training on deep circuit QSTS and Snap-Shot power flow and one-line diagram modeling of a typical grid-tied renewable energy powered Microgrid using the XENDEE XOS software platform. Some of the detailed of this training session include: Detailed resilience outage modeling, load management optimization, and EV Fleet Modeling. Virtual delivery requires internet connection, web browser, and microphone. We use Zoom, WebEx, Microsoft Teams, and other similar remote technologies for delivery of training sessions.  
**Length of Course:** 10-hours (5 sessions 2 hours each).  
**Mandatory Prerequisites for Student Enrollment:** XPS Level 2 Training.  
**Desirable Prerequisites for Student Enrollment:** Energy economics, or energy efficiency.  
**Location where Course is Offered:** Virtually, Contractor or Customer Facility.  
**Class Schedule(s):** As negotiated with the Ordering Activity.  
**Minimum/Maximum Number of Students per Course:** 1/5  
**Price (specify Student or Course):** $5,455.92 per course
Course Number and Title: XPS Level 4 Training  
**Description of Course Content and Format:** Techno-Economic Microgrid Design and Modeling Training  
This training course provides 100-hours of standardized techno-economic modeling training of a customer defined Microgrid project using the XENDEE XPS and XOS software platform. Virtual delivery requires internet connection, web browser, and microphone. We use Zoom, WebEx, Microsoft Teams, and other similar remote technologies for delivery of training sessions.

**Length of Course:** 100-hours.  
**Mandatory Prerequisites for Student Enrollment:** XPS Level 3 Training.  
**Desirable Prerequisites for Student Enrollment:** Energy economics, or energy efficiency.  
**Location where Course is Offered:** Virtually, Contractor or Customer Facility.  
**Class Schedule(s):** As negotiated with the Ordering Activity.  
**Minimum/Maximum Number of Students per Course:** 1/5  
**Price (specify Student or Course):** $23,929.47 per course

Course Number and Title: XPS ERA-SC Training  
**Description of Course Content and Format:** Three-Day Microgrid Energy Resilience Requirements Assessment – Small Campus. This three-day standardized training course covers energy resilience requirements, current energy resilience capabilities, gaps between the requirements and capabilities, and learn solutions to address gaps in a small campus or group of critical facilities. Virtual delivery requires internet connection, web browser, and microphone. We use Zoom, WebEx, Microsoft Teams, and other similar remote technologies for delivery of training sessions.

**Length of Course:** 3 Days.  
**Mandatory Prerequisites for Student Enrollment:** None.  
**Desirable Prerequisites for Student Enrollment:** None.  
**Location where Course is Offered:** Virtually, Contractor or Customer Facility.  
**Class Schedule(s):** As negotiated with the Ordering Activity.  
**Minimum/Maximum Number of Students per Course:** 1/25  
**Price (specify Student or Course):** $25,125.94 per course

Course Number and Title: XPS ERA-LC Training  
**Description of Course Content and Format:** Five-Day Microgrid Energy Resilience Requirements Assessment – Large Campus. This five-day standardized training course covers energy resilience requirements, current energy resilience capabilities, gaps between the requirements and capabilities, and potential solutions to address gaps in a large campus or group of critical facilities. Virtual delivery requires internet connection, web browser, and microphone. We use Zoom, WebEx, Microsoft Teams, and other similar remote technologies for delivery of training sessions.

**Length of Course:** 5 Days.  
**Mandatory Prerequisites for Student Enrollment:** None.  
**Desirable Prerequisites for Student Enrollment:** None.  
**Location where Course is Offered:** Virtually, Contractor or Customer Facility.  
**Class Schedule(s):** As negotiated with the Ordering Activity.  
**Minimum/Maximum Number of Students per Course:** 1/40  
**Price (specify Student or Course):** $40,201.51 per course

Course Number and Title: XPS ERTTX Training Level 1  
**Description of Course Content and Format:** Energy Resilience Characterization  
This 3-day standardized training course covers characterization of energy resilience requirements, capabilities, and gaps. The site assessment component of the course typically involves interviews, data collection for resilience optimization modeling in the XENDEE software platform, and a site tour - although site assessments could also be conducted virtually. Requirements are the inputs needed by mission owners and operators to accomplish their critical functions and tasks. Trainers will compare the requirements and the capabilities to identify gaps that exist where a facility’s capabilities fail to meet its mission requirements. Like requirements and capabilities, gaps are described in terms of quantity, quality, and duration. Virtual delivery requires internet connection, web browser, and microphone. We use Zoom, WebEx, Microsoft Teams, and other similar remote technologies for delivery of training sessions.  
**Length of Course:** 3 Days.

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Mandatory Prerequisites for Student Enrollment: None.
Desirable Prerequisites for Student Enrollment: None.
Location where Course is Offered: Virtually, Contractor or Customer Facility.
Class Schedule(s): As negotiated with the Ordering Activity.
Minimum/Maximum Number of Students per Course: 1/25
Price (specify Student or Course): $50,251.89 per course

Course Number and Title: XPS ERTTX Training Level 2
Description of Course Content and Format: Energy Resilience Design Exercise (requires ERTTX Training Level 1). This 24-hour standardized training exercise for energy resilience design involves creating a short-term, a mid-term, and a long-term outage scenario, all with established dates and times. The short-term outage model and scenario design will typically last 24-hours or less and is intended to verify site operations before critical missions exercise response plans. Virtual delivery requires internet connection, web browser, and microphone. We use Zoom, WebEx, Microsoft Teams, and other similar remote technologies for delivery of training sessions.
Length of Course: 24-hours.
Mandatory Prerequisites for Student Enrollment: XPS ERTTX Training Level 1.
Desirable Prerequisites for Student Enrollment: None.
Location where Course is Offered: Virtually, Contractor or Customer Facility.
Class Schedule(s): As negotiated with the Ordering Activity.
Minimum/Maximum Number of Students per Course: 1/25
Price (specify Student or Course): $50,251.89 per course

Course Number and Title: XPS ERTTX Training Level 3
Description of Course Content and Format: Energy Resilience Tabletop Exercise
This standardized 48-hour training course covers how to design, organize, and then facilitate the modeling, scenarios and simulations including tabletop and digital simulation exercises. The ERTTX involves immersing participants in severely disruptive scenarios and forcing them to deal with unprecedented problems and challenges. It is recommended that the ERTTX last approximately 48-hours, with the bulk of the training exercise centered on three models and real-time sessions, each between 45-60 minutes in length. Virtual delivery requires internet connection, web browser, and microphone. We use Zoom, WebEx, Microsoft Teams, and other similar remote technologies for delivery of training sessions.
Length of Course: 48-hours.
Mandatory Prerequisites for Student Enrollment: XPS ERTTX Training Level 2.
Desirable Prerequisites for Student Enrollment: None.
Location where Course is Offered: Virtually, Contractor or Customer Facility.
Class Schedule(s): As negotiated with the Ordering Activity.
Minimum/Maximum Number of Students per Course: 1/25
Price (specify Student or Course): $50,251.89 per course

Course Number and Title: Black Start Training Exercise and Workshop Level 1
Description of Course Content and Format: Stakeholder Mapping and Exercise Planning
This standardized training course covers virtually modeling an outage scenario and validating simulation results with a real-life scenario that includes shutting off commercial utility power at a facility before backup generation assets start. Key topics covered include the geographic scope of the planned power outage, length of the outage, the number and type of personnel that should be informed of the outage prior to its occurrence, and the specific learning objectives to be achieved through the training. The outcomes of this training course will include software models, and an exercise “playbook” detailing roles, materials, timing, contingencies, and methods learned. Virtual delivery requires internet connection, web browser, and microphone. We use Zoom, WebEx, Microsoft Teams, and other similar remote technologies for delivery of training sessions.
Length of Course: 30 Days
Mandatory Prerequisites for Student Enrollment: None.
Desirable Prerequisites for Student Enrollment: None.
Location where Course is Offered: Virtually, Contractor or Customer Facility.
Class Schedule(s): As negotiated with the Ordering Activity.
Minimum/Maximum Number of Students per Course: 1/50
Price (specify Student or Course): $150,755.67 per course

Course Number and Title: Black Start Training Exercise and Workshop Level 2
Description of Course Content and Format: Stakeholder Mapping and Exercise Planning
This standardized training course covers virtually modeling an outage scenario and validating simulation results with a real-life scenario that includes shutting off commercial utility power at a facility before backup generation assets start. Key topics covered include the geographic scope of the planned power outage, length of the outage, the number and type of personnel that should be informed of the outage prior to its occurrence, and the specific learning objectives to be achieved through the training. The outcomes of this training course will include software models, and an exercise “playbook” detailing roles, materials, timing, contingencies, and methods learned. Virtual delivery requires internet connection, web browser, and microphone. We use Zoom, WebEx, Microsoft Teams, and other similar remote technologies for delivery of training sessions.
Length of Course: 90 Days
Mandatory Prerequisites for Student Enrollment: Black Start Training Exercise and Workshop Level 1.
Desirable Prerequisites for Student Enrollment: None.
Location where Course is Offered: Virtually, Contractor or Customer Facility.
Class Schedule(s): As negotiated with the Ordering Activity.
Minimum/Maximum Number of Students per Course: 1/50
Price (specify Student or Course): $251,259.45 per course

Course Number and Title: Black Start Training Exercise and Workshop Level 3
Description of Course Content and Format: This standardized training course builds understanding and knowledge via an after-action workshop designed to collect lessons learned and to identify specific courses of action and projects to address identified gaps. The training workshop will be structured around facilitated dialogue among and between the participants to focus on specific issues uncovered through the black start exercise. Virtual delivery requires internet connection, web browser, and microphone. We use Zoom, WebEx, Microsoft Teams, and other similar remote technologies for delivery of training sessions.
Length of Course: 4 Days
Mandatory Prerequisites for Student Enrollment: Black Start Training Exercise and Workshop Level 2.
Desirable Prerequisites for Student Enrollment: None.
Location where Course is Offered: Virtually, Contractor or Customer Facility.
Class Schedule(s): As negotiated with the Ordering Activity.
Minimum/Maximum Number of Students per Course: 1/50
Price (specify Student or Course): $100,503.78 per course

Course Number and Title: Regional Resilience Assessment Training Level 1
Description of Course Content and Format: Critical Facility Identification and Modeling
The regional resilience assessment standardized training course delivers training for a comprehensive approach for assessing, modeling, and strengthening the resilience of critical infrastructure and facilities. A regional resilience approach can help identify infrastructure interdependencies, create analysis models, develop, and deepen relationships between infrastructure operators, and jointly develop project design concepts and action plans aligned to strengthen the resilience posture of the region. Virtual delivery requires internet connection, web browser, and microphone. We use Zoom, WebEx, Microsoft Teams, and other similar remote technologies for delivery of training sessions.
Length of Course: 30 Days.
Mandatory Prerequisites for Student Enrollment: None.
Desirable Prerequisites for Student Enrollment: None.
Location where Course is Offered: Virtually, Contractor or Customer Facility.
Class Schedule(s): As negotiated with the Ordering Activity.
Minimum/Maximum Number of Students per Course: 1/35
Price (specify Student or Course): $150,755.67 per course
Course Number and Title: Regional Resilience Assessment Training Level 2  
Description of Course Content and Format: Hazards and Vulnerability Assessment and Modeling (requires Training Level 1). This standardized training course builds on Training Level 1 outcomes. Instructors and participants will learn how to conduct an analysis of the interdependencies of critical lifeline utilities within the region using the All-Hazards Analysis (AHA). AHA is a dynamic dependency analysis framework that enables collection, storage, analysis, and visualization of critical infrastructure information to support analysis and decision making. Virtual delivery requires internet connection, web browser, and microphone. We use Zoom, WebEx, Microsoft Teams, and other similar remote technologies for delivery of training sessions.
Length of Course: 3 Days.
Mandatory Prerequisites for Student Enrollment: Regional Resilience Assessment Training Level 1.
Desirable Prerequisites for Student Enrollment: None.
Location where Course is Offered: Virtually, Contractor or Customer Facility.
Class Schedule(s): As negotiated with the Ordering Activity.
Minimum/Maximum Number of Students per Course: 1/35
Price (specify Student or Course): $100,503.78 per course

Course Number and Title: Regional Resilience Assessment Training Level 3  
Description of Course Content and Format: Analysis Results and Gap Reports and Recommendations (requires Training Level 1 and 2). This standardized training course builds on Training Level 2 outcomes and learnings. Instructors will design and facilitate a 3-day training workshop in which participants will work together on common challenges and concerns, building on the learning and results from the XPS and AHA analysis. Participants will develop a shared understanding of critical infrastructure and infrastructure interdependencies from owners and operators' perspectives, learn how to generate problem statements to drive future resources and advocacy, and develop project concepts and action plans to strengthen regional resilience posture. Virtual delivery requires internet connection, web browser, and microphone. We use Zoom, WebEx, Microsoft Teams, and other similar remote technologies for delivery of training sessions.
Length of Course: 3 Days.
Mandatory Prerequisites for Student Enrollment: Regional Resilience Assessment Training Level 2.
Desirable Prerequisites for Student Enrollment: None.
Location where Course is Offered: Virtually, Contractor or Customer Facility.
Class Schedule(s): As negotiated with the Ordering Activity.
Minimum/Maximum Number of Students per Course: 1/35
Price (specify Student or Course): $100,503.78 per course

Course Number and Title: Engagement Training Workshop  
Description of Course Content and Format: This standardized training course teaches participants on how to approach a specific industry pain point or resilience challenge. Instructors will train participants on how to grapple with different techniques to approach a specific problem including gathering data and input from different industry stakeholders to develop a shared understanding across market actors. Virtual delivery requires internet connection, web browser, and microphone. We use Zoom, WebEx, Microsoft Teams, and other similar remote technologies for delivery of training sessions.
Length of Course: 4-Hours
Mandatory Prerequisites for Student Enrollment: None.
Desirable Prerequisites for Student Enrollment: None.
Location where Course is Offered: Virtually, Contractor or Customer Facility.
Class Schedule(s): As negotiated with the Ordering Activity.
Minimum/Maximum Number of Students per Course: 1/20
Price (specify Student or Course): $25,125.94 per course

Course Number and Title: Resilience Strategy Development Training  
Description of Course Content and Format: Instructors will train participants on how to design and implement models and processes to develop a shared understanding of strategic mission, vision, actions, and priority projects. The strategies could include, for example, organizational strategies or strategies for engaging with specific resilience issues. Virtual delivery requires internet connection, web browser, and
microphone. We use Zoom, WebEx, Microsoft Teams, and other similar remote technologies for delivery of training sessions.

**Length of Course:** 4-Hours

**Mandatory Prerequisites for Student Enrollment:** None.

**Desirable Prerequisites for Student Enrollment:** None.

**Location where Course is Offered:** Virtually, Contractor or Customer Facility

**Class Schedule(s):** As negotiated with the Ordering Activity.

**Minimum/Maximum Number of Students per Course:** 1/30

**Price (specify Student or Course):** $25,125.94 per course

**INFORMATION TECHNOLOGY CATEGORY**

**ELECTRONIC SERVICES SUBCATEGORY**

**SPECIAL ITEM NUMBER 54151ECOM**

**ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES**

Acceptance Testing: Acceptance testing shall be performed of the systems for ordering activity approval in accordance with the approved test procedures. Management and operations pricing shall be provided on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

Normal commercial installation, operation, maintenance, and engineering interface training on the system shall be provided. If there is a separate charge, it must be stated as an attachment to the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016)).

Monthly summary report may be provided to the Ordering Activity in accordance with commercial practice.

**INFORMATION TECHNOLOGY CATEGORY**

**IT SERVICES SUBCATEGORY**

**SPECIAL ITEM NUMBER 54151S**

**INFORMATION TECHNOLOGY PROFESSIONAL SERVICES**

There are no additional terms.

**INFORMATION TECHNOLOGY CATEGORY**

**IT SOFTWARE SUBCATEGORY**

**SPECIAL ITEM NUMBER 511210**

**SOFTWARE LICENSES**

1) Technical Support: Without additional charge to the ordering activity, shall provide a hot line technical support number for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number shall be available during specified hours.

   a) Technical Support Hotline: 858-598-4139; 8 am to 5 pm Pacific, Monday through Friday, excluding federal holidays. Email: support@xendee.com

2) Descriptions and Equipment Compatibility:

   a) Project Management Information System (PMIS): Xendee makes microgrid design and planning fast and easy, reducing the soft costs associated with projects. Users indicate a range of technologies for XENDEE to select from, and the results provide users with the best combination of investment decisions and operation scheduling to help clients achieve their goal, whether it be resiliency through frequent outages, cost reduction, CO2 emissions reduction, or more. These Investment choices are coupled to detailed technical power flow analyses, possible within the XENDEE platform. Following the conceptual detailed and technical design, including quasi-steady state and dynamic time-serious power flow.
analyses, the XENDEE platform offers implementation/project management of the resources to reduce the costs associated with building Microgrids, Minigrids, and Distributed Energy Resource projects. XENDEE is the only platform worldwide modeling real microgrid controller dispatch via optimization techniques. With its emphasis on delivering accurate and swift microgrid configurations, power flow analyses, and dedicated project management support, XENDEE is ushering in a new era of confidence in Microgrid, Minigrid, and Distributed Energy Resources investment decisions.

3) Right-to-Copy Pricing: Not offered.

4) Utilization Limitations

a) Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b) When acquired by the ordering activity, commercial computer software and related documentation shall be subject to the following:

i) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

ii) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

iii) Except as provided above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have access to the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

iv) The ordering activity shall have the right to use the software and documentation with the run-time computing environment (e.g. operating system, virtual machine, mobile operating system, processor etc.) to be specifically identified for which it is acquired at any other facility/user device to which that time computing environment may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site/user device if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the software and documentation with a backup time computing environment when the primary is inoperative; to copy computer programs for safekeeping (archives) or
backup purposes; to transfer a copy of the software to another site/user for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

v) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

vi) Licensee Data belongs exclusively to Licensee, regardless of where the Data may reside at any moment in time including, but not limited to Licensor hardware, networks or other infrastructure and facilities where Data may reside, transit through or be stored from time to time. Licensor makes no claim to a right of ownership in Licensee Data. Licensor agrees to keep the Licensee Data Confidential as that term is defined in the relevant FAR and DFARS provisions pertaining to Confidential Information and Confidentiality. Licensor is not permitted to use Licensee's data for a purpose that is not explicitly granted in writing by Licensee. Upon Licensee request, for any reason whatsoever, Licensor must promptly return all Licensee Data in Licensor’s possession in a format as may be designated at the time of request by Licensee.

vii) Licensee may create or hire others (including Licensor) to create modifications, customizations or other enhancements to the Software which might be classified as “Derivative Works” of the software. Unless otherwise negotiated and mutually agreed upon at the order level, the intellectual property (IP) rights to the Derivative Works shall be owned by the owner of the underlying intellectual property. The Derivative Work[s] shall be made available to the Licensee through a royalty free, perpetual worldwide, no charge license to the Licensee.

5) Conversion from Term License to Perpetual License

a) When standard commercial practice offers conversions of term licenses to perpetual licenses, and an ordering activity requests such a conversion, the contractor shall provide the total amount of conversion credits available for the subject software within ten (10) calendar days after placing the order.

b) When conversion credits are provided, they shall continue to accrue from one contract period to the next, provided the software has been continually licensed without interruption.

c) The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

d) When conversion from term licenses to perpetual licenses is offered, the price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to a percentage of all term license payments during the period that the software was under a term license within the ordering activity.

Section 5 is not applicable as Term Software Licenses are not offered.

6) Term License Cessation

a) Term licenses are not eligible for conversion to a perpetual license at any time.
7) Utilization Limitations for Perpetual Licenses

a) Software Asset Identification Tags (SWID) (Option 1 Perpetual License)

i) Option 1 is applicable when the Offeror agrees to include the International Organization for Standardization/International Electrotechnical Commission 19770-2 (ISO/IEC 19770-2:2015) standard identification tag (SWID Tag) as an embedded element in the software. An ISO/IEC 19970-2 tag is a discoverable identification element in software that provides licensees enhanced asset visibility. Enhance visibility supports both the goals of better software asset management and license compliance. Offerors may use the National Institute of Standards and Technology (NIST) document "NISTIR 8060: Guidelines for Creation of Interoperable Software Identification (SWID) Tags," December 2015 to determine if they are in compliance with the ISO/IEC 19770-2 standard.

ii) Section 837 of The Federal Information Technology Acquisition Reform Act (FITARA) of 2014 requires GSA to seek agreements with software vendors that enhance government-wide acquisition, shared use, and dissemination of software, as well as compliance with end user license agreements. The Megabyte Act of 2016 requires agencies to inventory software assets and to make informed decisions prior to new software acquisitions. In June of 2016, the Office of Management and Budget issued guidance on software asset management requiring each CFO Act (Public Law 101-576 – 11/15/1990) agency to begin software inventory management (M-16-12).

To support these requirements, Offerors may elect to include the terms of Option 1 and/or Option 2, which support software asset management and government-wide reallocation or transferability of perpetually licensed software.

b) Reallocation of Perpetual Software (Option 2 Perpetual License)

i) The purpose of SIN 511210 OPTION 2 is to allow ordering activities to transfer software assets for a pre-negotiated charge to other ordering activities.

ii) When an ordering activity becomes aware that a reusable software asset may be available for transfer, it shall contact the Contractor, identify the software license or licenses in question, and request that these licenses be reallocated or otherwise made available to the new ordering activity.

iii) Contractors shall release the original ordering activity from all future obligations under the original license agreement and shall present the new ordering activity with an equivalent license agreement. When the new ordering activity agrees to the...
license terms, henceforth any subsequent infringement or breach of licensing obligations by the new ordering activity shall be a matter exclusively between the new ordering activity and the Contractor.

iv) The original ordering activity shall de-install, and/or make unusable all of the software assets that are to be transferred. It shall have no continuing right to use the software and any usage shall be considered a breach of the Contractor’s intellectual property and a matter of dispute between the original ordering activity/original license grantee and the licensor.

v) As a matter of convenience, once the original licenses are deactivated, de-installed, or made otherwise unusable by the original ordering activity or license grantee, the Contractor may elect to issue new licenses to the new ordering activity to replace the old licenses. When new licenses are not issued, the Contractor shall provide technical advice on how best to achieve the functional transfer of the software assets.

vi) Software assets that are eligible for transfer that have lapsed Software Maintenance Services (SIN 54151) may require a maintenance reinstatement fee, chargeable to the new ordering activity or license grantee. When such a fee is paid, the new ordering activity shall receive all the rights and benefits of Software Maintenance Services.

vii) When software assets are eligible for transfer, and are fully covered under pre-paid Software Maintenance Services (SIN 54151), the new ordering activity shall not be required to pay maintenance for those license assets prior to the natural termination of the paid for maintenance period. The rights associated with paid for current Software Maintenance Services shall automatically transfer with the software licenses without fee. When the maintenance period expires, the new ordering activity or license grantee shall have the option to renew maintenance.

viii) The administrative fee to support the transfer of licenses, exclusive of any new incremental licensing or maintenance costs shall be percentage (%) of the original license fee. The fee shall be paid only at the time of transfer. In applying the transfer fee, the Software Contractor shall provide transactional data that supports the original costs of the licenses.

The software assets are not eligible for transfer.

8) Software Conversions: Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as a result of a change in operating system, or from one computer system to another. Under a perpetual license, the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license, if conversion credits had accrued while the earlier version was under a term license, those credits shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

SPECIAL ITEM NUMBER 54151
SOFTWARE MAINTENANCE SERVICES

There are no additional terms.
1) Prepaid training tokens, credits, etc. shall not be permitted on this SIN.

2) Offerors shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general-purpose commercial IT products. Training is restricted to training courses for those products within the scope of the IT Category.

3) Cancellation and Rescheduling
   a) The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
   
   b) In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
   
   c) The ordering activity reserves the right to substitute one student for another up to the first day of class.
   
   d) In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

4) Follow-Up Support

The Contractor agrees to provide each student with unlimited telephone support or online support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor’s instructors for refresher assistance and answers to related course curriculum questions.

5) Format And Content Of Training
   a) Offerors shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings, printed and copied two-sided on paper containing 30% postconsumer materials (fiber). Such documentation will become the property of the student upon completion of the training class.
   
   b) If applicable, for hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
   
   c) Contractors shall provide each student with a Certificate of Training at the completion of each training course.
   
   d) For courses conducted at the ordering activity’s location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the
travel is performed. The Industrial Funding Fee does NOT apply to travel and per diem charges.

e) For Online Training Courses, a copy of all training material must be available for electronic download by the students.

6) "No Charge" Training: Not offered.

MISCELLANEOUS CATEGORY
COMPLIMENTARY SINs SUBCATEGORY
SPECIAL ITEM NUMBER OLM
ORDER-LEVEL MATERIALS

The use of the Order Level Materials (OLM) SIN is limited to 59 OLM-eligible subcategories under the MAS program. Supplies and/or services provided utilizing OLM authority must be acquired in direct support of an individual task or delivery order that is placed under an OLM-eligible subcategory as identified below:

1) Apparel 31) IT Training
2) Audio Visual Products 32) Language Services
3) Audio Visual Services 33) Legal Services
4) Awards 34) Logistical Services
5) Background Investigations 35) Machinery and Components
6) Business Administrative Services 36) Mail Management
7) Compensation and Benefits 37) Marine and Harbor
8) Document Services 38) Marketing and Public Relations
9) Electronic Commerce 39) Medical Equipment
10) Environmental Services 40) Miscellaneous Furniture
11) Facilities Maintenance and Repair 41) Musical Instruments
12) Facilities Services 42) Office Furniture
13) Facilities Solutions 43) Office Management Maintenance and Repair
14) Financial Services
15) Fire/Rescue/Safety/Environmental Protection Equipment 44) Office Services
16) Fitness Solutions.
17) Flags 45) Packaged Furniture.
18) Flooring 46) Printing and Photographic Equipment
19) Fuel Management 47) Protective Equipment
20) Furniture Services 48) Records Management
21) Healthcare Furniture 49) Search and Navigation
22) Household, Dormitory & Quarters Furniture 50) Security Animals and Related Services
23) Human Resources 51) Security Services
24) Identity Protection Services 52) Security Systems
25) Industrial Products 53) Signs
26) Industrial Products and Services Maintenance and Repair 54) Social Services
27) IT Hardware 55) Structures
28) IT Services 56) Technical and Engineering Services (non-IT)
29) IT Software 57) Telecommunications
30) IT Solutions 58) Testing Equipment
31) IT Training 59) Training

NOTE: More information related to the Order Level Materials SIN is available at gsa.gov/mascategoryrequirements

COMMERCIAL SUPPLIER AGREEMENT / TERMS OF SERVICE
Terms of Service Agreement

Welcome to XENDEE.

XENDEE is a patented, cloud-based software service which provides techno-economic planning and analysis solutions for the assessment, design and implementation of Microgrids, Mini-grids, and Distributed Energy System (DES) projects.

This document, the XENDEE Terms of Service Agreement ("Agreement"), outlines the legally binding contract between you and XENDEE so please read it carefully.

If you are using the Services on behalf of an organization, you are agreeing to this Agreement for that organization and promising to XENDEE that you have the authority to bind that organization to this Agreement (in which event, “you”, “customer”, and “your” will refer to that organization) unless that organization has a separate paid contract in effect with us, in which event the terms of that contract will govern your use of the Services.

1. DEFINITIONS

1.1 “Affiliate” means any entity which directly or indirectly controls, is controlled by, or is under common control with, a party to this Agreement, where “control” means the control, through ownership or contract, of more than 50% of all the voting power of the shares entitled to vote for the election of the entity’s directors or members of the entity’s governing body; provided that such entity shall be considered an Affiliate only for the time during which such control exists.

1.2 “Confidential Information” means the business, technical and financial information belonging to a disclosing party and its licensors, including without limitation, all software, source code, inventions, algorithms, know-how and ideas and the terms and conditions of this Agreement, that is designated in writing as confidential, or that would be reasonably understood from notices or legends, the nature of such information itself or the circumstances of such information’s disclosure to be confidential by a reasonable person familiar with the applicable industry. Confidential Information does not include information that (i) is previously rightfully known to the receiving party without restriction on disclosure, (ii) is or becomes known to the general public, through no act or omission on the part of the receiving party, (iii) is disclosed to the receiving party by a third party without breach of any separate nondisclosure obligation, or (iv) is independently developed by the receiving party without use of any Confidential Information of the disclosing party.

1.3 “Customer Data” means all content, data and information input into the Services by or on behalf of Customer and the output generated by Customer through the use of the Services.

1.4 “Documentation” means any administration guides, user guides, videos, and release notes that are normally provided by XENDEE to end users of the Services, as they may be updated from time to time by XENDEE in its sole discretion.

1.5 “Intellectual Property Rights” means patents, copyrights, trademarks, know-how, trade secrets, moral rights, and any other intellectual property rights recognized in any country or jurisdiction in the world.

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1.6 **Effective Date** means the date which is the earlier of (a) your initial access to Services through any registration or order process, or (b) the effective date of the first order on a XENDEE order form referencing this Agreement.

1.7 **Scope of Use** means the specific scope of usage of the Services permitted under this Agreement.

1.8 **Seats** means the number of named individuals permitted to concurrently access and use the Services during the Term. Each such individual must be an employee of Customer or its Affiliate, or a consultant utilizing the Services solely for the benefit of Customer or its Affiliate.

1.9 **Third Party Components** means software programs owned or controlled by third parties that XENDEE makes accessible to Customer through the Services. Customer restrictions and obligations with respect to the Services will also apply to Third Party Components, unless otherwise specified in this Agreement.

1.10 **Term** means the term of this Agreement as set forth in Section 7.1.

2. **RESTRICTIONS AND ACCESS TO SERVICES**

2.1 Services Access. Subject to Customer’s compliance with the terms and conditions of this Agreement, XENDEE grants to Customer a non-exclusive, non-sublicensable, non-transferable limited license during the Term to access the Services via the XENDEE platform located at https://www.xendee.com or any other website specified by XENDEE, and use the Services on a hosted basis solely within the Scope of Use. Use of the Services shall at all times be (i) in accordance with the Documentation and (ii) for only up to the number of licensed Seats.

2.2 Restrictions. There are no implied licenses under this Agreement, and XENDEE and its licensors reserve all right, title and interest in and to the Services except for the licenses expressly granted to Customer under this Agreement. All software licensed pursuant to this Agreement is unpublished copyrighted material, constitutes trade secrets and proprietary data of XENDEE and is Confidential Information of XENDEE. Customer will not and will not allow a third party to: (i) decompile, reverse engineer, disassemble or otherwise attempt to derive, analyze or use any source code or underlying ideas or algorithms related to the Services by any means whatsoever (except to the extent that such restrictions are prohibited by applicable statutory law); (ii) remove or alter any product identification, copyright or other notices; (iii) except as expressly and specifically described in the Scope of Use, use or allow the use of the Services by or for the benefit of third parties, including without limitation by renting, leasing, lending, timesharing, or using for service bureau purposes; or (iv) except as specified in the Documentation provided by XENDEE, incorporate into or with other software any part of the Services.

2.3 Support. XENDEE will implement updates to the Services and provide technical support and maintenance in accordance with the service levels described in Appendix B.

2.4 XENDEE Ownership of Services. As between the parties, XENDEE shall have and retain all rights, title, and interest, and all Intellectual Property Rights, in and to the Services. Customer hereby grants to XENDEE a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer relating to the Services.

2.5 Services Modifications. XENDEE may upgrade, modify or delete any features of the Services (i) for which such upgrades, modifications or deletions would not have a material adverse impact on the Services; or (ii) as may be reasonably necessary to meet any applicable legal, regulatory, or industry-standard requirements or demands. XENDEE shall notify Customer at least fifteen (15) days in advance of such changes to the Services under clause (ii) that have a material adverse impact on the Services.
3. PROFESSIONAL SERVICES

3.1 Professional Services. From time to time, Customer may engage XENDEE to provide certain professional services as requested (“Professional Services”). Each such engagement for Professional Services will be described in a statement of work that must be accepted in writing by an authorized representative of each party. In the event of a conflict between the terms provided in this Agreement and the terms of any statement of work, the terms of this Agreement will prevail, except that the terms of the statement of work shall prevail over conflicting terms of this Agreement (but only with respect to such statement of work) where the statement of work explicitly identifies such conflicting terms and confirms the intent of the parties to supersede or modify the conflicting term of this Agreement.

3.2 Ownership of Work Product. Unless otherwise expressly agreed in writing by the parties, XENDEE shall own all intellectual property rights in and to any developments, works-of-authorship and inventions made or invented by XENDEE or its Affiliates (or its or their contractors) in the course of conducting the Professional Services.

4. DATA

4.1 Security Procedures. XENDEE has put in place commercially reasonable security procedures designed to protect and prevent unauthorized access to Customer Data. You will use reasonable efforts to prevent any unauthorized access to or use of Services and the Documentation, and will promptly notify XENDEE in writing of any unauthorized access or use of which you become aware and provide all reasonable cooperation to prevent and terminate such access or use.

4.2 Customer Ownership of Data. As between the parties, Customer Data shall be the property of the Customer, and Customer shall have and retain all rights, title, and interest, and all Intellectual Property Rights, in such Customer Data. Customer represents and warrants to XENDEE that Customer has the right and authority to deliver the Customer Data to the Services in connection with the provision of the Services hereunder.

4.3 “Sensitive Data” means any personally identifiable information relating to health/genetic or biometric information; religious beliefs or affiliations; political opinions or political party membership; labor or trade union membership; sexual preferences or practices; national, racial or ethnic origin; philosophical or moral beliefs; criminal record, investigations or proceedings or administrative proceedings; or any other “sensitive data” category specifically identified under any applicable laws.

4.4 “Standard Personal Information” means name, business contact details (work telephone number, cell phone number, e-mail address and office address and location), personal contact details (home telephone number, cell phone number, other telephone, e-mail address and physical address), geolocation and employee ID.

4.5 No Obligations. Customer acknowledges and agrees that XENDEE does not require or “pull” any specific data from Customer, that Customer controls which data, and its content, is input through the use of the Services [and which data is sent and to whom such data is sent], and that XENDEE has no obligation to monitor the content of any data. Customer shall be responsible for procuring any necessary consents and making any notifications under applicable law with respect to the provision of the data to XENDEE and the processing of such data by XENDEE through the Services. Further, Customer acknowledges and agrees that (i) XENDEE’s Services is not intended to transmit Sensitive Data, or health-related or financial-related information (including nonpublic information collected by financial institutions subject to regulations specific to the conduct of financial services), and (ii) that Customer is solely responsible for complying with any and all applicable privacy laws governing Customer’s use, transmission and input of Standard Personal Information into the Services. XENDEE may gather Services usage data for the purpose of optimizing the Services.
5. FEES AND PAYMENT

5.1 Reserved.

5.2 Reserved.

5.3 Reserved.

6. DISCLAIMER AND WARRANTIES

6.1 Mutual Representations. Each party represents and warrants that: (i) it has the full corporate right, power and authority to enter into this Agreement, to grant the rights granted hereunder and to fully perform its obligations under this Agreement; (ii) the execution of this Agreement by such party, and the performance by such party of its obligations hereunder, does not and will not violate or conflict with any agreement to which such party is a party or by which it is otherwise bound; and (iii) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

6.2 Additional XENDEE Representations. XENDEE represents and warrants that: (i) the Services will include the features and functionality set forth in the Documentation for the Services; and (ii) all customer support, training and other services to be performed hereunder shall be performed in a professional and workmanlike manner consistent with industry standards.

6.3 DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES AND MATERIALS (INCLUDING SOFTWARE) PROVIDED HEREUNDER BY XENDEE ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, AND NEITHER XENDEE NOR ITS SUPPLIERS MAKE ANY WARRANTIES, AND HEREBY DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. XENDEE DOES NOT WARRANT AND EXPRESSLY DISCLAIMS ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN TRADE, AND DOES NOT WARRANT THAT USE WILL BE UNINTERRUPTED OR ERROR-FREE. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICES.

7. TERM AND TERMINATION

7.1 Term. Unless terminated earlier as set forth herein, the term of this Agreement (“Term”) shall begin on the Effective Date.

We reserve the right to modify this Agreement. We will post the most current version of these Terms of Use at www.xendee.com (the “Site”).

If you do not accept the changes, you must stop using and delete your account. You can delete your account from user account settings.

7.2 Termination. If Customer defaults in the performance of or compliance with any of the material obligations under this Agreement and such default has not been remedied or cured within thirty (30) days after written notice of such default, XENDEE may immediately terminate this Agreement in addition to its other rights and remedies.
7.3 Effects of Termination. Upon termination of this Agreement, all rights to access the Services will immediately cease, and (i) Customer will promptly discontinue all use of the Services; (ii) Customer will no longer have access to the Customer Data that is stored with the Services, (iii) any Customer Data stored with the Services may not be retrievable and XENDEE will have no obligation to maintain Customer Data stored in your account.

8. INDEMNIFICATION

8.1 XENDEE General Indemnification. XENDEE will defend, indemnify, and hold harmless Customer and its employees (“Customer Indemnitees”) from and against any and all liability, loss, damage, expense (including reasonable attorneys’ fees and expenses) and cost (collectively, a “Liability”) that the Customer Indemnitee may be required to pay to one or more third parties resulting from or arising out of: (i) any gross negligence or willful misconduct by XENDEE; or (ii) any breach of Section 4 (Data) by XENDEE.

8.2 XENDEE IP Indemnification. XENDEE will defend, indemnify, and hold harmless the Customer Indemnitees from and against any and all Liability that the Customer Indemnitee may be required to pay to one or more third parties resulting from or arising out of a claim that the Platform Service directly infringes a copyright, patent issued as of the Effective Date, or other intellectual property right of a third party. The foregoing obligation of indemnification does not apply where: (a) Customer’s use of the Platform Service is not in compliance with the terms of this Agreement; (b) Customer has modified the Platform Service or any part thereof without XENDEE’s express written authorization; (c) Customer has combined the Platform Service with software, hardware, system, data, or other materials not supplied or authorized by XENDEE, to the extent the claim arises from such combination; (d) Customer Data; or (e) Customer continues use of the Platform Service after Customer was notified of actual or potential infringement from Customer’s use of the Platform Service. In the event XENDEE believes that the Platform Service is, or is likely to be, the subject of an infringement claim, XENDEE may, at its option, (1) procure for Customer the right to continue using the Platform Service under this Agreement, (2) replace or modify the Platform Service so that it becomes non-infringing but substantially equivalent in functionality and performance, or (3) if neither clause (1) or (2) are feasible in spite of XENDEE’s reasonable efforts, terminate this Agreement and refund a prorated portion of any prepaid subscription fees for services not yet rendered. The foregoing obligations are XENDEE’s only obligations and liability in connection with infringement by the Platform Service.

8.3 Customer Indemnification. Customer agrees to indemnify, defend and hold harmless XENDEE and its Affiliates, licensors and suppliers from and against all Losses arising out of: (i) Customer’s breach of Sections 4 (Data); (ii) use of Customer Data by XENDEE in connection with its performance of the Platform Service; or (iii) Customer’s gross negligence, fraud or willful misconduct.

8.4 Indemnification Procedures. Each party seeking indemnification hereunder shall provide the other party with: (i) prompt written notice of any claim for which indemnification is sought; (ii) complete control of the defense and settlement of such claim; provided that (A) any such settlement shall contain a full and irrevocable release of the party seeking indemnification and (B) without the party seeking indemnity’s prior written consent, no party may settle any claim if such settlement involves an admission of wrongdoing or involves any criminal proceeding against the party seeking indemnification; and (iii) reasonable assistance and cooperation in such defense at the indemnifying party’s expense. In any proceeding the indemnified party shall have the right to retain, at its expense, its own counsel. Notwithstanding the foregoing, the indemnifying party may not enter into a settlement of a claim that involves a remedy other than the payment of money by the indemnified party (which amounts must be subject to indemnification by the indemnifying party) without the indemnified party’s written consent.

9. LIMITATIONS OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT WITH RESPECT TO OBLIGATIONS UNDER SECTION 8 (INDEMNIFICATION), NEITHER XENDEE NOR ITS SUPPLIERS SHALL BE LIABLE WITH
RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (I) ANY AMOUNTS IN EXCESS, IN THE AGGREGATE, OF THE FEES RECEIVED BY XENDEE IN RESPECT OF THE PLATFORM SERVICE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE FIRST NOTICE IS PROVIDED BY EITHER PARTY REFERENCING THE RELEVANT CLAIM HEREUNDER; (II) ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, RELIANCE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS; (III) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES; (IV) LOSS, INACCURACY, OR CORRUPTION OF DATA OR INTERRUPTION OF USE; OR (V) ANY MATTER BEYOND ITS REASONABLE CONTROL. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10. CONFIDENTIALITY

Except as expressly and unambiguously allowed herein, each party will hold in confidence and not use or disclose any Confidential Information of the other party and shall similarly bind its employees, consultants, independent contractors and clients in writing. If required by law, the receiving party may disclose Confidential Information of the disclosing party but will give adequate prior notice of such disclosure to the disclosing party to permit the disclosing party to intervene and to request protective orders or other confidential treatment thereof. At any time during the or after the term of this Agreement, each party shall, at the request of the other party, delete or return all Confidential Information of the other party, except that a party may retain one copy of Confidential Information in inactive archives solely for the purpose of establishing the contents thereof; provided, for avoidance of doubt, that XENDEE may not retain any copies of Customer Data input to the Platform Service by Customer.

11. EXPORT

The Platform Service and related technical data may be subject to U.S. export control laws, including without limitation the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Customer shall comply with all such regulations and agrees to obtain all necessary licenses to export, re-export, or import the Platform Service and related technical data.

12. GENERAL

12.1 Assignment. Neither party may assign this Agreement without the prior written consent of the other party, except (i) to an entity that acquires all or substantially all of its assets or business, whether through merger, reorganization or otherwise or (ii) an Affiliate of such party. The assigning party shall provide prompt written notice to the other party of any such assignment. This Agreement shall be binding upon and shall inure to the benefit of the respective parties hereto, their respective successors and permitted assigns.

12.2 No Agency. XENDEE and Customer each acknowledge and agree that the relationship established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to: (i) give either party the power to direct or control the day-to-day activities of the other; (ii) deem the parties to be acting as partners, joint venturers, co-owners or otherwise as participants in a joint undertaking; or (iii) permit either party or any of either party's officers, directors, employees, agents or representatives to create or assume any obligation on behalf of or for the account of the other party for any purpose whatsoever.

12.3 Compliance with Laws. Each party agrees to comply with all applicable laws, regulations, and ordinances relating to their performance hereunder. Without limiting the foregoing, Customer warrants and covenants that it will comply with all then-current laws and regulations of the United States and other jurisdictions relating or applicable to Customer’s use of the Platform Service including, without limitation, those concerning Intellectual Property Rights, invasion of privacy, defamation, and the import and export of software.
12.4 **Notices.** Any notice required or permitted hereunder shall be in writing in English and shall be delivered as follows (with notice deemed given as indicated): (i) by personal delivery when delivered personally; (ii) by established overnight courier with delivery confirmation; (iii) by certified or registered mail, return receipt requested, upon verification of receipt; or (iv) via email with verified, non-automated receipt (provided, however, that notices of breach, termination or extension are not valid unless also sent and received by one of the other methods stated herein). Notices shall be sent to the persons and addresses set forth on the signature page. Either party may change its contact person for notices and/or address for notice by means of notice to the other party given in accordance with this Section.

12.5 **Governing Law; Venue and Jurisdiction.** This Agreement shall be interpreted according to the laws of California without regard to or application of choice-of-law rules or principles. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in San Diego, CA and the parties hereby consent to the personal jurisdiction and venue therein.

12.6 **Publicity.** Reserved.

12.7 **Injunctive Relief.** The parties agree that monetary damages would not be an adequate remedy for the breach of certain provisions of the Agreement, including, without limitation, all provisions concerning infringement, confidentiality and nondisclosure, or limitation on permitted use of the Platform Service. The parties further agree that, in the event of such breach, injunctive relief would be necessary to prevent irreparable injury. Accordingly, either party shall have the right to seek injunctive relief or similar equitable remedies to enforce such party’s rights under the pertinent provisions of the Agreement, without limiting its right to pursue any other legal remedies.

12.8 **Entire Agreement and Waiver.** This Agreement shall constitute the entire agreement and contains all terms and conditions between XENDEE and Customer with respect to the subject matter hereof and all prior agreements, representations, and statement with respect to such subject matter are superseded hereby, except, for clarity, that any confidentiality agreements between the parties, if any, shall continue to apply in accordance with their terms with respect to information disclosed under such agreements. This Agreement may be changed only by written agreement signed by authorized representatives of both XENDEE and Customer. No failure of either party to exercise or enforce any of its rights under this Agreement shall act as a waiver of subsequent breaches; and the waiver of any breach shall not act as a waiver of subsequent breaches.

12.9 **Severability.** In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, the other provisions of this Agreement will remain in full force and effect. The parties further agree that in the event such provision is an essential part of this Agreement, they will begin negotiations for a suitable replacement provision.

12.10 **Counterparts.** Reserved.

12.11 **Force Majeure.** Reserved.

12.12 **United States Government Users.** If a user or Customer of the Platform Service is an agency, department, or other entity of the United States Government ("Government"), the use, duplication, reproduction, release, modification, disclosure or transfer of the Platform Service, or any related documentation of any kind, including technical data or manuals, is restricted in accordance with Federal Acquisition Regulation 12.212 for civilian agencies and Defense Federal Acquisition Regulation 227.7202 for military agencies. The Platform Service is commercial computer software and the related documentation is commercial computer software documentation. The use of the Platform Service and related documentation is further restricted in accordance with the terms of this Agreement, and any modification hereto.
Appendix B

SUPPORT and SERVICE LEVELS

To the extent XENDEE is obligated to provide Support and Maintenance Services to Customer under this Agreement, such Support and Maintenance Services shall be as described in this Appendix B.

1. Commitment. XENDEE shall provide Level 1 Support, Level 2 Support, and Level 3 Support in accordance with this Appendix B. XENDEE shall not be required to provide any maintenance and/or support for the Platform other than as described on this Appendix B.

2. Definitions.

a) “Business Hours” means 8am to 5pm Pacific Time on Business Days.

b) “Business Days” means Monday through Friday, with the exception of United States federal or bank holidays.

c) “Error” means a defect in the Platform that results in the Platform not functioning in material conformity with the written product documentation provided by XENDEE to Customer regarding the Platform.

d) “Error Correction” means a change to the Platform or the applicable written product documentation (or a workaround) that is in a form that allows its application to the Platform or inclusion in the written product documentation to reestablish material conformity with the written product documentation.

e) Providing “Level 1 Support” means:

i. Maintaining a method of permitting Customer and end users to contact XENDEE for support purposes;

ii. Logging support calls from Customer and end users. Logs will be maintained for the purposes of creating reports and statistics as well as ensuring follow up with the Customer and end users;

iii. Assisting Customer and end users that have questions or problems with logging in to access the Platform; performing per the documentation or with their environment;

iv. Assisting Customer and end users with techniques for using the Platform; and

v. Passing problems that are more complex or require a fix to the Platform to Level 2 Support, and documenting the problem sufficiently so that Level 2 Support can determine if the problem is a true software bug or an end user problem in using the Platform.

f) Providing “Level 2 Support” means:

i. Providing advanced product and environment support to Customer under special circumstances or where Customer is unable to resolve the issue; and

ii. Determining whether the reported problem is a true bug in the Platform or in the particular way it is being used in an individual end user’s environment.
iii. Passing the bug to Level 3 Support with proper documentation that proves the bug exists.

g) Providing "Level 3 Support" means: Providing a service to resolve reproducible problems reported and documented by Level 2 Support that are determined to be, or are highly probable to be the result of a software defect and which requires software engineering knowledge or expertise to isolate and resolve.

3. **Maintenance.** XENDEE shall provide Customer with Error Corrections. XENDEE shall make available such Error Corrections to Customer at the time that such Error Corrections are made available generally to XENDEE customers to which XENDEE provides similar services. Delivery of Error Corrections shall be electronically via notice of such Error Correction to Customer. Any and all Error Corrections so developed and delivered by XENDEE shall be exclusively owned by XENDEE, shall be deemed part of the Platform, and shall be licensed to Customer in accordance to the terms and conditions of the Agreement.

4. **Error Response and Notification**

a) Error Classification. XENDEE shall respond to Errors reported by Customer according to their severity as set forth below:

**Table 1. Classification of Errors**

<table>
<thead>
<tr>
<th>Severity and Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1 (Critical)</strong> An Error that results in catastrophic failure of the Platform.</td>
</tr>
<tr>
<td><strong>2 (High)</strong> An Error that results in the Platform being usable, subject to major restrictions on essential workflows of the Platform, for which there are no workarounds.</td>
</tr>
<tr>
<td><strong>3 (Medium)</strong> An Error that results in the Platform being usable, subject to major restrictions on essential workflows of the Platform, for which there are available workarounds, or an Error that disables non-essential workflows, when a workaround does not exist.</td>
</tr>
<tr>
<td><strong>4 (Low)</strong> An Error that results in inconveniences for users of the Platform which are not critical to the operation of the Platform and for which there are workarounds.</td>
</tr>
</tbody>
</table>

b) Response Time. Upon receipt from Customer of a report of a suspected Error, XENDEE shall respond regarding the reported suspected Error within the following time period, in each case during Business Hours:

**Table 2. Response Time**

<table>
<thead>
<tr>
<th>Severity and Response Time</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Severity 1:</strong> XENDEE will engage with Customer within 30 minutes of receipt of problem report from Customer. An action plan will be provided within four (4) hours of notification. Communication with Customer will occur every 8 hours at a minimum.</td>
</tr>
<tr>
<td><strong>Severity 2:</strong> XENDEE will engage with Customer within 4 hours of receipt of problem report from Customer. An action plan will be provided within one (1) Business Day. Communication with Customer will occur weekly at a minimum.</td>
</tr>
</tbody>
</table>
Severity 3: XENDEE will engage with Customer within 10 days of receipt of problem report from Customer. An action plan will be provided within ten (10) Business Days. Communication with Customer will occur periodically as agreed upon with Customer.

Severity 4: XENDEE will engage with Customer within 30 days of receipt of problem report from Customer.

c) On-Site Support. All efforts described above in Table 2 shall be performed on XENDEE’s premises. Should any on-site effort be agreed upon by XENDEE and Customer, Customer shall pay XENDEE all travel expenses and XENDEE’s then per-diem rate. Customer shall approve such on-site visits in advance.

d) Notification of Errors by Customer. As a condition to XENDEE providing support with respect to an Error, Customer shall report the Error in accordance with XENDEE’s standard reporting procedures as described in Table 3 below. Customer shall designate up to three (3) individuals (hereafter “Designated Error Reporters”, or “DERs”) who are authorized to report Errors to XENDEE. Errors reported correctly to XENDEE by a DER will be acknowledged by a XENDEE designated technical account manager (hereinafter “Account Manager”), or their designee, who are sufficiently trained to direct efforts to assess the Error and respond by XENDEE in accordance with Table 3 below.

Table 3. Customer notification procedure and acknowledgement by XENDEE

<table>
<thead>
<tr>
<th>Severity</th>
<th>Notification Procedure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Severity 1:</td>
<td>Immediate communication via telephone call, email, and text message by designated support representative. Error reports will be acknowledged via telephonic and e-mail response by XENDEE within thirty minutes of receipt.</td>
</tr>
<tr>
<td>Severity 2:</td>
<td>Telephonic or email communication by designated support representative. Error reports will be acknowledged via telephonic response by XENDEE within four hours.</td>
</tr>
<tr>
<td>Severity 3:</td>
<td>Telephonic or email communication by designated support representative. Error reports will be acknowledged via telephonic response by XENDEE within one (1) Business Day.</td>
</tr>
<tr>
<td>Severity 4:</td>
<td>Telephonic or email communication by designated support representative. Error reports will be acknowledged via telephonic response by XENDEE within one (1) business day.</td>
</tr>
<tr>
<td>Severity 5:</td>
<td>“Non-error” proposed changes or enhancements Via email or online supporting mechanism.</td>
</tr>
</tbody>
</table>

a) Escalation Procedures. In the process of responding to all Severity 1 Errors, XENDEE and Customer shall designate a representative to be available by cell phone or other similar mode of communication outside of Business Hours in order to confer regarding the Error resolution process. If XENDEE fails to meet the obligations in Table 2 with respect to a Severity 1 Error and Customer has met its obligations set forth in Section 6 below, Customer may require that the following representatives of XENDEE be engaged in the resolution process as follows, each within the period of allotted time as specified in Table 4 below:

Table 4. Escalation Path for Severity 1 Errors

| If an action plan is not provided within | If an action plan is not provided within |  |
| 6 hours: | 12 hours: |
| Account Manager | Director |
If an action plan is not provided within **24 hours**: Chief Software Architect

**Documentation.** Following an Error Correction, XENDEE will supply Customer as soon as available for general distribution, one (1) copy of modifications of, supplements to, or new versions of the documentation for the Platform, if any.

**Conditions to Receipt of Support from XENDEE.** In order for Customer to obtain from XENDEE the maintenance and support services described herein, Customer shall fulfill the following obligations:

a) Customer shall provide XENDEE all information necessary for diagnosis of Severity 1, 2 and 3 Errors within the response times set forth above, including the configuration of hardware and system operating software on the applicable hardware, and the communication interfaces, insofar as these are significant. Customer acknowledges that if it does not comply with this condition or if erroneous or inadequate information is provided, then XENDEE cannot be held accountable for delays in, or improper performance of, the XENDEE maintenance and support services. Under no circumstances does XENDEE warrant or represent that all Errors can or will be corrected. As necessary to provide the Support and Maintenance Services, Customer shall require each applicable end user to provide XENDEE with remote access to such end users interfaces with the Platform, if any. Further, Customer and each end user shall be responsible for procuring, installing, and maintaining all applications, equipment, telephone lines, communications interfaces, and other hardware necessary to obtain from XENDEE the Support and Maintenance Services described above.

b) Customer shall provide experienced IT professionals and customer service representatives with training regarding the Platform to collaborate with XENDEE on fixing errors and implement any Error Correction, enhancements, solution, workaround, or other such fix. or other such fix.

--- END OF TERMS OF SERVICE AGREEMENT ---