SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NO. NRR0306040	BPA NO.

CONTRACT NO.	3. AWARD/EFFECTIVE DATE 9/29/2006	4. ORDER NO. DR- 03-06-040	MODIFICATION NO.	5. SOLICITATION NO.	6. SOLICITATION ISSUE DATE

FOR SOLICITATION INFORMATION CALL:	a. NAME Mr. Michael Mills	b. TELEPHONE NO. (No Collect Calls) 301-415-6550	8. OFFER DUE DATE/LOCAL TIME 3:30 p.m.

ISSUED BY CODE 3100

U.S. Nuclear Regulatory Commission
Div. of Contracts
Attn: Mr. Michael Mills
Mail Stop T-7-I-2
Washington, DC 20555

10. THIS ACQUISITION IS
☐ UNRESTRICTED OR
☐ SET ASIDE: ____% FOR:
☐ SMALL BUSINESS
☐ EMERGING SMALL BUSINESS BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ 8(A)

NAICS:
SIZE STANDARD:

DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS * Prepayment		13b. RATING N/A
[X] SEE SCHEDULE		☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	14. METHOD OF SOLICITATION ☐ RFQ ☐ IFB ☐ RFP

DELIVER TO CODE

U.S. Nuclear Regulatory Commission
Division of Contracts
Attn. Mr. Michael Mills, Mail Stop T7I2
11555 Rockville Pike
Rockville MD 20852

16. ADMINISTRERED BY CODE 3100

U.S. Nuclear Regulatory Commission
Div. of Contracts
Mail Stop T-7-I-2

Washington, DC 20555

CONTRACTOR/OFFEROR CODE ____ FACILITY CODE ____

DATA SYSTEMS & SOLUTIONS LLC

12100 SUNSET HILLS RD STE 310

RESTON VA 201905894

EPHONE NO.

18a. PAYMENT WILL BE MADE BY CODE 3100

U.S. Nuclear Regulatory Commission
Division of Contracts, Mail Stop T7I2
See attached billing instructions

Washington DC 20555

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	This purchase order is for Risk and Reliability Workstation Software Sublicense Agreement including technical support.				
	Period of Performance: 10/01/2005 through 9/30/2007				
0001	* Risk and Reliability Workstation Software Membership 2006 1 training session included in the cost of membership.	1	Year	50,000.00	$50,000.00
0002	* Risk and Reliability Workstation Software Membership 2007 1 training session included in the cost of membership.	1	Year	50,000.00	$50,000.00
0003	Risk and Reliability Workstation Training Sessions (optional) up to three (3) sessions estimated	3	EA	10,000.00	$30,000.00
	NRC Project Officer: Dr. Jin Chung (301) 415-1071				
	DUNS No. 053000720				

(Use Reverse and/or Attach Additional Sheets as Necessary)

CCOUNTING AND APPROPRIATION DATA J3283, 620-15-111-160, 3140, X0200 $100,000.00	26. TOTAL AWARD AMOUNT (For Govt. Use Only) $100,000.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE [X] ARE NOT ATTACHED

ONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN __2__ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE ____ OFFER
DATED ____ YOUR OFFER ON SOLICITATION (BLOCK
☐ 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

NAME AND TITLE OF SIGNER (TYPE OR PRINT) E Dame Director of Contracts US	30c. DATE SIGNED 4 Oct 2006	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Donald A. King	31c. DATE SIGNED 9/29/2006

IOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 3/2005)
Prescribed by GSA - FAR

ADM002

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The training/workshop agenda and syllabus shall be reviewed and approved by the NRC Project Officer. Enclosures: Billing Instructions for Fixed Price Contracts Risk & Reliiability Workstation Software License Agrement Obligated Amount: $100,000.00 Fixed Ceiling Amount: $100,000.00				

QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED   ☐ INSPECTED   ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	
S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)
SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (Location)
		42c. DATE REC'D (YY/MM/DD) 42d. TOTAL CONTAINERS

[] (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

[] (ii) Alternate I (OCT 1995) of 52.219-7.

[] (iii) Alternate II (MAR 2004) of 52.219-7.

[] (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

[] (8)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2005) (15 U.S.C. 637(d)(4)).

[] (ii) Alternate I (OCT 2001) of 52.219-9.

[] (iii) Alternate II (OCT 2001) of 52.219-9.

[] (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

[] (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

[] (ii) Alternate I (JUNE 2003) of 52.219-23.

[] (iii) Alternate II (OCT 1998) of 52.219-23.

[] (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[] (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[] (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004)

[x] (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

[] (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).

[x] (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

[x] (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

[x] (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

[x] (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

[x] (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

[] (21)52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

[] (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

RISK & RELIABILITY (R&R) WORKSTATION
SOFTWARE SUBLICENSE AGREEMENT

This Software Sublicense Agreement (this "Agreement") is entered into as of September __, 2006, (the "Effective Date") by and between DATA SYSTEMS & SOLUTIONS, LLC ("DS&S"), a Delaware limited liability company, and U.S. NUCLEAR REGULATORY COMMISSION ("Customer").

In consideration of the foregoing and the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1.   DEFINITIONS.

"Documentation" means the user's manuals provided to Customer along with the Licensed Software.

"Executable Code" means the fully compiled version of a software program that can be executed by a desktop computer and used by an end user without further compilation.

"License Fees" means the fees set forth in Exhibit A.

"Licensed Software" means the software program or programs described in Exhibit A, and any modified, updated or enhanced versions of such programs that DS&S may provide to Customer pursuant to this Agreement or to a separate maintenance and support agreement.

"Source Code" means the human-readable version of a software program that can be compiled into Executable Code.

"Third Party" means any 3rd party but is exclusive of EPRI (as defined below) which holds title to the software licensed under this Agreement.

2.   LICENSE GRANT. Pursuant to the rights granted to DS&S in an agreement between Electric Power Research Institute (hereinafter "EPRI") and DS&S, DS&S, subject to the terms and conditions of this Agreement, hereby grants to Customer a non-exclusive, non-transferable license to use the Licensed Software (in Executable Code form) solely in connection with Customer's IRAD purposes and in accordance with the Documentation and the limitations in Exhibit A, and to make copies of the Licensed Software solely for backup or archival purposes.

3.   RESTRICTIONS ON USE. Customer acknowledges that the Licensed Software and its structure, organization and Source Code constitute valuable trade secrets of DS&S and its suppliers. Accordingly, Customer agrees not to (a) modify, adapt, alter, translate or create derivative works from the Licensed Software, (b) merge the Licensed Software with other software, (c) sublicense, lease, rent, loan or otherwise transfer (except in connection with an assignment of Customer's rights permitted under Section 9.4) the Licensed Software to any third party, (d) reverse engineer, decompile, disassemble or otherwise attempt to derive the Source Code for the Licensed Software, (e) use the Licensed Software to provide processing services to any third party or use the Licensed Software on a "service bureau" basis, or (f) otherwise use or copy the Licensed Software, except as expressly allowed under Section 2.

4.   DELIVERY, INSTALLATION AND ACCEPTANCE. DS&S will deliver the Licensed Software to Customer not later than thirty (30) days after execution of this Agreement. The Licensed Software will be delivered in the format and/or by the means specified in Exhibit A. Customer will be responsible for installing the Licensed Software on its computers as permitted under this Agreement. The Licensed Software will be deemed accepted upon delivery, subject to the warranties in Section 6.

5.   LICENSE FEES AND PAYMENT. Customer will pay License Fees to DS&S in accordance with the payment schedule set forth in Exhibit A. All payments will be made in United States dollars. The License Fees exclude all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges, and Customer will be responsible for payment of all such taxes (other than taxes based on DS&S' income), fees, duties and charges, and any related penalties and interest, arising from the payment of the License Fees or the

delivery or license of the Licensed Software to Customer. Customer will make all payments of the License Fees to DS&S free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments of the License Fees to DS&S will be Customer's sole responsibility. Customer will provide DS&S with official receipts issued by the appropriate taxing authority, or such other evidence as DS&S may reasonably request, to establish that such taxes have been paid. Payment shall be made in accordance with the Prompt Payment Act; 30 days after receipt of proper invoice. Any interest penalty shall be in accordance with the provisions of the Prompt Payment Act.

6. WARRANTIES

6.1 **Limited Warranty.** For a period of thirty (30) days after shipment of the Licensed Software to Customer (the "Software Warranty Period"), DS&S warrants that the Licensed Software, when used as permitted under this Agreement and in accordance with the instructions in the Documentation (including use on a computer hardware and operating system platform supported by DS&S), will operate substantially as described in the Documentation. DS&S does not warrant that Customer's use of the Licensed Software will be error-free (as defined herein in Exhibit B) or uninterrupted. DS&S will, at its own expense and as its sole obligation and Customer's exclusive remedy for any breach of this warranty, use commercially reasonable efforts to correct any reproducible error (as defined in Exhibit B) in the Licensed Software reported to DS&S by Customer in writing during the Software Warranty Period or, if DS&S determines that it is unable to correct the error, DS&S will refund to Customer all License Fees actually paid, in which case this Agreement and Customer's right to use the Licensed Software will be terminated. Any such error correction provided to Customer will not extend the original Software Warranty Period.

6.2 **Disclaimer of Warranties.** THE EXPRESS WARRANTIES IN THIS SECTION 6 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE LICENSED SOFTWARE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT.

7. LIMITATION OF LIABILITY. IN NO EVENT WILL DS&S BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING ANY LOST DATA OR LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT. DS&S' TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND THE LICENSED SOFTWARE, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF LICENSE FEES PAID TO DS&S HEREUNDER. CUSTOMER ACKNOWLEDGES THAT THE LICENSE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT DS&S WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN ADDITION, CUSTOMER DISCLAIMS ALL LIABILITY OF ANY KIND OF DS&S' SUPPLIERS.

8. TERM AND TERMINATION

8.1 **Term.** The term of this Agreement will begin on the Effective Date and will continue for one year unless earlier terminated pursuant to Section 8.2. Upon expiration of the initial term (and renewal term if applicable) of this Agreement and subject to the satisfaction of all conditions for renewal set forth in this Section, Customer may exercise an option to renew the term of this Agreement for one year, subject to DS&S' consent. In no event shall the term of this Agreement exceed two (2) years. Any renewal term shall be on the same terms and conditions of this Agreement. To be eligible for a renewal option, Customer: (i) must provide DS&S at least thirty (30) but no more than ninety (90) days written notice of its intent to renew prior to the expiration of the initial term (or renewal term as applicable); and (ii) must not be in material uncured default either at the time of notice or the last day of the initial term or renewal term.

8.2 **Termination.** Customer may terminate this Agreement at any time, with or without cause, upon written notice to DS&S. DS&S may terminate this Agreement, effective immediately upon written notice to Customer, if (a) Customer breaches any provision in Section 3 or Section 9.3, or (b) Customer breaches any other provision of this Agreement and does not cure the breach within thirty (30) days after receiving written notice thereof from DS&S.

8.3   **Effects of Termination.** Upon termination of this Agreement for any reason, any amounts owed to DS&S under this Agreement before such termination will be immediately due and payable, all licensed rights granted in this Agreement will immediately cease to exist, and Customer will promptly discontinue all use of the Licensed Software, erase all copies of the Licensed Software from Customer's computers, and return to DS&S or destroy all copies of the Licensed Software and Documentation on tangible media in Customer's possession or control and certify in writing to DS&S that it has fully complied with these requirements.

8.4   **Survival.** Sections 1, 3, 6.2, 7, 8.3, 8.4 and 9 will survive the termination of this Agreement for any reason.

9.   GENERAL.

9.1   **Proprietary Rights.** The Licensed Software and Documentation, and all worldwide intellectual property rights therein, are the exclusive property of DS&S and its suppliers. All rights in and to the Licensed Software not expressly granted to Customer in this Agreement are reserved exclusively by DS&S and its suppliers. Customer will not remove, alter or obscure any proprietary notices (including copyright notices) of DS&S or its suppliers on the Licensed Software or the Documentation.

9.2   **Maintenance or Support.** Maintenance or support services with respect to the Licensed Software under this Agreement shall be as stipulated in Exhibit B.

9.3   **Compliance with Laws.**

A.   Customer will fully comply with all applicable export and import control laws and regulations (including those of the United States) with regard to the Licensed Software. In particular, Customer will not directly or indirectly use, export, re-export, distribute, transfer or transmit the Licensed Software or any portion thereof, in any form, whether original or modified, without all required United States and foreign government licenses. In no event shall DS&S be obligated under this Agreement to provide access to or furnish any products, information or services except in compliance with all applicable U.S. export control laws, policies and license conditions, as construed by DS&S.

B.   Notwithstanding any other provision in this Agreement, DS&S shall have the right to immediately seek appropriate interim relief or to terminate this Agreement, upon written notice, if it determines, in its sole discretion, that Customer is in breach of this Section 9.3.

9.4   **Assignment.** Customer may not assign or transfer, by operation of law or otherwise, any of its rights under this Agreement (including its licenses with respect to the Licensed Software) to any third party without DS&S' prior written consent except pursuant to a transfer of all or substantially all of Customer's business and assets, whether by merger, sale of assets, sale of stock or otherwise. Any attempted assignment or transfer in violation of the foregoing will be void.

9.5   **United States Government End Users.** If Customer is a branch or agency of the United States Government, the following provision applies. The Licensed Software and Documentation are comprised of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and are provided to the Government (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 (JUN 1995) and 227.7202-3 (JUN 1995).

9.6   **Notices.** All notices, consents and approvals under this Agreement will be delivered in writing by courier, by facsimile or electronic mail (with confirmation of receipt), or by certified or registered mail, (postage prepaid and return receipt requested) to the other party at the address set forth beneath such party's signature, and will be effective upon receipt. Either party may change its address by giving notice of the new address to the other party.

9.7   **Governing Law and Venue.** This agreement shall be governed by, and interpreted in accordance with the federal laws of the United States. Disputes between the parties relating to the execution, performance,

validity, interpretation or construction of this agreement that can be resolved amicably by the parties, shall be submitted to the exclusive jurisdiction of the federal courts or Boards of Contract Appeals.

9.8   Remedies. Except as provided in Sections 6 and 7, the parties' rights and remedies under this Agreement are cumulative. Customer acknowledges that the Licensed Software contains valuable trade secrets and proprietary information of DS&S, that any actual or threatened breach of Sections 2 or 3 will constitute immediate, irreparable harm to DS&S and its suppliers for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. If any legal action is brought to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs and other collection expenses, in addition to any other relief it may receive, whether in an original action or on appeal.

9.9   Waivers. All waivers will be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

9.10   Severability. If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Without limiting the generality of the foregoing, Customer agrees that Section 8 will remain in effect notwithstanding the unenforceability of any provision in Section 6.

9.11   Confidentiality of Agreement. Neither party will disclose any terms of this Agreement to anyone other than its attorneys, accountants and other professional advisors except (a) as required by law, (b) pursuant to a mutually agreeable press release, or (c) in connection with a contemplated transfer of such party's business and this Agreement permitted by Section 9.4 (provided that any third party to whom the terms of this Agreement are to be disclosed signs a confidentiality agreement reasonably satisfactory to the other party).

9.12   Construction. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement.

9.13   Entire Agreement; Amendment. This Agreement (including the Exhibits attached hereto) constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements and understandings, whether written or oral. This Agreement may be amended only by a written document signed by the parties. The terms on any purchase order or similar document submitted by Customer to DS&S will have no effect.

9.14   Independent Contractors. It is expressly agreed that DS&S and Customer will be independent contractors and that the relationship between the two parties will not constitute a partnership or agency of any kind. Neither DS&S nor Customer will have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the other party, without the prior written consent of the other party.

9.15   Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.
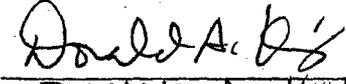
DATA SYSTEMS & SOLUTIONS, LLC   U.S. NUCLEAR REGULATORY COMMISSION

By: _____   By: _____

Name: JE Dame   Name: DONALD A. KING

Title: Director of Contracts-US   Title: CONTRACTING OFFICER

Address for Notice: Address for Notice:

12100 Sunset Hills Road, Suite 310   U.S. NRC
                                                  Washington, D.C.
                                                  20555

Reston, Virginia, 20190, U.S.A.

Attention: Director of Contracts – U.S.

Fax: +1 (703) 889-1345

Email: damee@ds-s.com

Attention:

Fax:

Email:

EXHIBIT A

LICENSE FEES, LICENSED SOFTWARE, PAYMENT, FORMAT/METHOD OF SHIPMENT AND LIMITATIONS

License Fees: $50,000 per year

Licensed Software: Risk & Reliability (R&R) Workstation

Payment Schedule/Terms: Net 30 days

Format/Method of Delivery: CD Rom

Limitations:

Licenses purchased: Unrestricted number of users at Licensed Site

Licensed locations or sites: The NRC headquarters in Rockville, MD; NRC's Regions I-IV offices; the NRC
                                 On-Site Representative High-Level Waste Management Office in Las Vegas, NV;
                                 and the NRC Technical Training Center in Chattanooga, TN

Licensed Contacts: Jin Chung (JWC2@nrc.gov)

EXHIBIT B

SOFTWARE MAINTENANCE AND SUPPORT

1. Definitions

"Error" means any verifiable and reproducible failure of the Licensed Software to operate substantially as described in the Documentation, as such documentation may be revised from time to time by DS&S. Notwithstanding anything contained herein to the contrary, the term "Error" shall not include any failure of the Software which does not materially affect the operation and use of the Licensed Software or which results from (i) the misuse or improper use of the Licensed Software, (ii) the combination or merger of the Licensed Software with any hardware, equipment, software or data not authorized by DS&S to be combined or merged with the Licensed Software, (iii) the modification of the Licensed Software by any person other than DS&S or its authorized representatives, or (iv) Customer's failure to implement in a timely manner the most current release of the Licensed Software or any Patch or Upgrade provided to Customer.

"Error Correction" means either (i) a modification or addition to or deletion from the Licensed Software that, when made to such software, materially conforms such software to its then-current documentation, or (ii) a procedure or routine that, when observed in the regular operation of the Licensed Software, eliminates the material adverse effect on Customer of such Error.

"Third Party" means any 3rd party but is exclusive of EPRI which holds title to the software licensed under this Agreement

"Regular Business Hours" means 8:00 a.m. to 5:00 p.m. (Pacific Standard Time), Monday through Friday, excluding holidays scheduled by DS&S.

"Patch" means an Error Correction to the Licensed Software developed by or for DS&S during the term of this Agreement. A patch does not include any upgrade or new version of the Licensed Software.

"Upgrade" means a modification and/or enhancement to the software that are made available to the general user population. An Upgrade does not include new products or adaptation to other platforms.

2. Maintenance and Support Services

2.1 Maintenance and Support. DS&S (i) will provide telephone or confirmed facsimile, email or internet website consultation during Regular Business Hours to allow Customer to report any Error in the Licensed Software or inquire on the use or operation of the Licensed Software, and (ii) will use commercially reasonable efforts to provide Error Correction for any Error in the Licensed Software reported to DS&S by Customer addressed to an e-mail address or facsimile machine designated from time to time by DS&S. Following receipt by DS&S of notice of an Error by Customer, DS&S will use commercially reasonable efforts to promptly reproduce and analyze such Error, and within fifteen (15) days following receipt by DS&S of such notice, DS&S will report to Customer its analysis of such Error and will provide a proposed schedule of correction thereof. Customer shall have the right to discuss such report with DS&S and to offer suggestions with respect thereto.

2.2 Patches/Upgrades. DS&S will provide all announced Patches/Upgrades to Customer during the period the maintenance and support is in effect and the fees are current and paid. DS&S DOES NOT WARRANT THAT SUCH PATCHES/UPGRADES, OR DATA CREATED BY SUCH PATCHES/UPGRADES, WILL INTERFACE WITH THIRD PARTY HARDWARE AND SOFTWARE IN THE SAME MANNER AS THE PREVIOUS VERSION OF THE SOFTWARE.

2.3 Third Party Software. The maintenance and support provided under this Agreement does not include maintenance or support of (i) any third party software included in the Licensed Software, or (ii) any interfaces which have not been approved by DS&S.

3 Additional R&R Support Services.

3.1 **Website.** Customer shall have access to a website specific for Licensed Software users. The website shall include a download area to obtain miscellaneous support tools created for user specific-problems and various pre-release software versions. The website shall also include a searchable knowledge-base of tips and frequently observed user problems, the ability to report problems, and presentations from users group meetings.

3.2 **Users Group Meetings.** Customer shall be eligible to attend an annual Users Group Meeting which shall feature the following:

- propose and prioritize development efforts,
- descriptions of demonstration project results,
- round table discussions of other participant activities,
- product development status reports, and
- one-on-one discussions with software developers and trainers.
- training for up to two (2) Customer representatives; additional representatives will be accommodated on a space-available basis.

3.3 **Training.** Customer shall be given one training course to be held in Washington, D.C. This will include 1 day of preparation, 1 day of travel, 2.5 days on site, and .5 days return travel, for a total of 40 hours. Customer may have up to ten (10) Customer staff members attend the training. In addition, Customer shall have the option to purchase up to three (3) Customer-specific training workshops on the use of the Licensed Software at a price of $10,000 each, for a total of $30,000. This pricing is valid for courses scheduled during 2006. Each workshop assumes the training is in Washington, DC, 1 day of preparation, 1 day of travel, 2.5 days on site, and .5 days return travel, for a total of 40 hours. Customer may have up to ten (10) Customer staff members attend the training.

4 **Term and Termination.** DS&S will provide maintenance and support of the Licensed Software during the term of this Agreement starting from the effective date of the Software Sublicense Agreement, provided that all License Fees are current and paid.